

**AGENDA
OF BUSINESS TO BE BROUGHT BEFORE THE MEETING
OF THE CITY COUNCIL OF ELMHURST, ILLINOIS, 209 NORTH YORK
MONDAY, MAY 3, 2010
7:30 P.M.**

- 1. Executive Session 7:00 p.m. – Land Disposition (Conf. Room #2)**
- 2. Call to Order/Pledge of Allegiance/Roll Call**
- 3. Receipt of Written Communications and Petitions from the Public**
- 4. Public Forum**
- 5. Consent Agenda**
 - a. Minutes of the Regular Meeting Held on Monday, April 19, 2010 (City Clerk Spencer): Approve as published
 - b. Minutes of the Special Meeting Held on Saturday, April 17, 2010 (City Clerk Spencer): Approve as published
 - c. Minutes of the Executive Session Meeting Held on Monday, April 26, 2010 (City Clerk Spencer): Receive and place on file
 - d. Accounts Payable – April 30, 2010, Total \$ 1,187,105.53
 - e. Report – 2010 Tree Purchase & Planting Program (PW&B)
 - f. Report – Bid, Fire Hydrant Materials Purchase (PW&B)
 - g. Report – Replacement of Fuel Island Dispensers (PW&B)
 - h. Report – First Street Metra Parking Improvements Railroad Utility Relocation (PW&B)
 - i. Report – Knights of Columbus – “DL” Liquor License Request (PA&S)
 - j. Report – Sewerage Treatment Rates for Private Well Users (F,CA&AS)
 - k. Report – Automated Parking Equipment Purchase (F,CA&AS)
 - l. Report – Case # 10 P-03/City of Elmhurst Zoning Ordinance Text Amendment (DP&Z)
 - m. Report – Case # 10 P-04/DuPage County Conditional Use for Public Service Sign (DP&Z)
 - n. Report – Case # 09 P-07/Bethel United Church Amended Conditional Use and Associated Front Yard Setback Variation and Case # 10 ZBA-02/Bethel United Church Variation (DP&Z)
 - o. O-10-2010 – An Ordinance Authorizing the Sale By Auction of Personal Property Owned By the City of Elmhurst
 - p. O-11-2010 – An Ordinance Authorizing the Sale By Auction of Personal Property Owned By the City of Elmhurst
 - q. MCO-15-2010 – An Ordinance to Amend Article IV Entitled, “Rates and Charges,” of Chapter 7 Entitled, “Water and Sewers,” of the Municipal Code of the City of Elmhurst, Illinois
 - r. R-18-2010 – A Resolution Authorizing the Execution of Change Order Number One to the Contract Between the City of Elmhurst, Illinois, and Schroeder & Schroeder, Inc. for the Spring Road Business District Sidewalk Improvements
 - s. R-19-2010 – A Resolution Authorizing the Issuance of a Notice of Award for the 2010 Watermain Improvements Project for the City of Elmhurst, Illinois
 - t. R-21-2010 – A Resolution Authorizing the Issuance of a Notice of Award for the 2010 Bio-Solids Removal and Land Application Project for the City of Elmhurst, Illinois
 - u. R-23-2010 – A Resolution Approving a Side Letter Agreement Between the City of Elmhurst and the International Union of Operating Engineers, Local 150
- 6. Committee Reports**
 - a. Report – Spring Road Sidewalk Improvements – Scope of Work Adjustment (PW&B)

7. Reports and Recommendations of Appointed and Elected Officials

- a. Updates (Mayor DiCianni)

8. Ordinances

- a. O-12-2010 – An Ordinance Approving and Authorizing the Execution of the Second Amendment to the Annexation Agreement Between the City of Elmhurst, Elmhurst Memorial Healthcare, Perrone and Poole, for the Property Located at Harvard Street and Kirk Street in Elmhurst, Illinois (Elmhurst Memorial Healthcare)
- b. O-13-2010 – An Ordinance Annexing Certain Property to the City of Elmhurst, DuPage and Cook Counties, Illinois (Elmhurst Memorial Healthcare)
- c. ZO-06-2010 – An Ordinance Rezoning Certain Additional Parcels into the Reconfigured Lots 1 and 3 of the Elmhurst Memorial Healthcare York Street Campus Plan, Bounded Generally By Brush Hill Road, Euclid Avenue, Lexington Street and York Street, Granting a Conditional Use for a Hospital as a Planned Development and Approving a Modified Preliminary Planned Development Plan in Connection Therewith (Elmhurst Memorial Healthcare)
- d. ZO-07-2010 – An Ordinance Rezoning Certain Additional Parcels as Part of the Reconfigured Lot 2 of the Elmhurst Memorial Healthcare York Street Campus Plan, Bounded By a Portion of Harvard Street, York Street, Kendall Avenue and Lexington Street From R-1, Single Family Residence District, to C-2, Community Shopping and Service District (Elmhurst Memorial Healthcare)
- e. ZO-08-2010 – An Ordinance Granting a Conditional Use for a Parking Lot (Elmhurst Memorial Healthcare)

9. Resolutions

- a. R-22-2010 – A Resolution Approving the Preliminary Modified Plat of Subdivision for the Elmhurst Memorial Healthcare York Street Campus (Elmhurst Memorial Healthcare)

10. Other Business

11. Announcements

12. Adjournment

PLEASE NOTE:

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

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF THE ELMHURST, ILLINOIS
HELD ON MONDAY, APRIL 19, 2010
209 NORTH YORK STREET
ELMHURST, ILLINOIS**

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**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF ELMHURST, ILLINOIS
HELD ON MONDAY, APRIL 19, 2010
209 NORTH YORK STREET
ELMHURST, ILLINOIS**

CALL TO ORDER/ PLEDGE OF ALLEGIANCE (IMMANUEL LUTHERAN 3RD GRADE CLASS)

1. Students from Immanuel Lutheran's 3rd Grade Class, were present to gavel the April 19, 2010 City Council meeting to order and to lead the City Council in the Pledge of Allegiance. Those in attendance were: Alex Ford, Sydney Green, Scarlett Hoffer, Jacob Renn, Pete Sykora, Jared Kinney and Jack Ranieri.

ROLL CALL

Attendance: 55

2. The Regular Meeting of the Elmhurst City Council was called to order by Mayor DiCianni at 7:37 p.m.

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

Absent: Pat Shea, Chris Nybo

Also in Attendance: City Treasurer Dyer, City Attorney Storino, City Manager Borchert, Fire Chief/Assistant City Manager Kopp, Finance Director Gaston, Police Chief Neubauer, Deputy Police Chief Panico, Museum Director Bergeger

PUBLIC HEARING – PROPOSED ANNEXATION AGREEMENT BETWEEN THE CITY OF ELMHURST AND ELMHURST MEMORIAL HEALTHCARE, LILIAN G. CORAN AND SHIRLEY J. BUBLITZ

3. Alderman Hipskind moved to open the Public Hearing regarding the Proposed Annexation Agreement Between the City of Elmhurst and Elmhurst Memorial Healthcare, Lilian G. Coran and Shirley Bublitz. Alderman Mulliner seconded. Voice vote, motion carried.

Mayor DiCianni opened the public hearing at 7:44 p.m. Mayor DiCianni asked for anyone interested in speaking concerning the Proposed Annexation Agreement Between the City of Elmhurst and Elmhurst Memorial Healthcare, Lilian G. Coran and Shirley Bublitz to please address the Council.

The following persons spoke:

Ann Swies
0S528 Kendall
Elmhurst, IL 60126

Spoke on behalf of the residents of west Yorkfield stating their concerns regarding the traffic on Harvard Avenue. She asked the Hospital to honor their agreement to limit traffic and provide safety.

Daniel Cusack
0S579 Kirk
Elmhurst, IL 60126

Spoke regarding the traffic on Harvard Avenue. He stated the residents in unincorporated Elmhurst are being picked on and the City is in violation of its own zoning laws. He stated he has signed petitions from residents requesting the restriction of traffic in their neighborhood.

Doug Slinkman
0S567 Kirk
Elmhurst, IL 60126

Spoke regarding the quality of life for west Yorkfield residents since the new hospital has been built. He stated trees have been removed and more lighting shines onto the streets. He asked Council to do something about it.

Scott Day, Attorney
Elmhurst Memorial Healthcare

Spoke regarding Phase I of the new hospital development. He stated the process has been open and transparent. He stated all information is in writing and part of a record which can be obtained through FOIA. He stated the neighbors in the west Yorkfield area have a misunderstanding of the process. There are statements and documentation that proves they have not been lied to. He stated he stands by the accuracy of the records.

Alderman Gutenkauf, point of order, Mayor DiCianni did not ask if there were any written communications to be submitted as part of the Public Hearing.

Mayor DiCianni asked Mr. Cusack to give the signed petition sheets to Clerk Spencer.

Alderman Bram moved to adjourn the Public Hearing. Alderman Healy seconded. Voice vote, motion carried. The Public Hearing adjourned at 8:04 p.m.

PRESENTATION & RECOGNITION – SUPPORT OF THE TURKEY TROT (DAN GIBBONS)

4. Mayor DiCianni asked Dan Gibbons, organizer of the Elmhurst Turkey Trot, to join him at the podium. Mr. Gibbons presented Mayor DiCianni with a plaque recognizing the City's 26 years of support and partnership for the Turkey Trot, a Thanksgiving Day event to raise money for the hungry and needy.

RECOGNITION – ELMHURST ROTARY STUDY GROUP EXCHANGE PROGRAM

5. Mayor DiCianni recognized five (5) people visiting from Mexico representing the Rotary of Elmhurst Study Group Exchange Program. Rotarian Jonathan Hand joined Mayor DiCianni at the podium to give the history of the program and introduce the following visitors: Maria del Rosario, Francisco Ruiz Barbosa, Jacob Morales Gonzalez, Myriam Zulema del Toro Mejia and Liliana Elizabeth Perez Romero.

Mayor DiCianni welcomed the visitors to Elmhurst and invited them to stay for the City Council meeting.

RECEIPT OF WRITTEN COMMUNICATIONS AND PETITIONS FROM THE PUBLIC

6. None.

PUBLIC FORUM

7. Leo Fronza
401 S. Hill
Elmhurst, IL 60126

Thanked the City Council for their continued support. He stated the City and hospital have a long history. He spoke of the construction of the new hospital as a once in a lifetime project becoming a reality. He stated the hospital will provide great exceptional service for the betterment of our community.

Tom Brown
465 S. Stratford
Elmhurst, IL 60126

Stated he is the Chief of Neurosurgery and a Trustee of Elmhurst Memorial Hospital. He spoke of the positive effect the hospital has on the Elmhurst community stating the new hospital is a jewel in the crown of the City. He thanked the City Council and asked for approval of the annexation.

Daniel Cusack
0S579 Kirk
Elmhurst, IL 60126

Spoke in rebuttal to the comments made regarding construction of the new hospital stating there is a right way and a wrong way to do things and the hospital has not kept their word.

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

Spoke regarding the lack of trust people have for elected officials.

CONSENT AGENDA

8. The following items on the Consent Agenda were presented:
 - a. MINUTES OF THE REGULAR MEETING HELD ON MONDAY, APRIL 5, 2010 (City Clerk Spencer): Approve as published
 - b. ACCOUNTS PAYABLE – APRIL 19, 2010, TOTAL \$ 1,259,999.38
 - c. BID RESULTS, 2010 WATERMAIN IMPROVEMENTS (City Clerk Spencer): Refer to the Public Works and Buildings Committee

April 15, 2010

TO: Mayor DiCianni and Members of the City Council
RE: Bid Results, 2010 Watermain Improvements Project No. 09-01

In response to an invitation to bid for the City of Elmhurst 2010 Water Main Improvements Project 09-01 advertised in the Elmhurst Independent on Wednesday, March 24, 2010, bids were received from eleven contractors. All bid packages were complete.

Bids were opened at 10:00 a.m. on Tuesday, April 6, 2010 by the City Clerk. The following is a summary of the bids received:

<u>Contractor</u>	<u>Bid Price</u>
Gerardi Sewer and Water Co. (Norridge, IL)	\$661,302.20
John Neri Construction (Addison, IL)	\$720,059.50
Archon Construction Co. (Addison, IL)	\$769,067.20
Vian Construction Company (Elk Grove Village, IL)	\$784,961.80
Neri Brothers Construction (Roselle, IL)	\$796,135.40
Trine Construction Corp. (West Chicago, IL)	\$800,315.00
J. Congdon Sewer Service (Carol Stream, IL)	\$803,788.25
Cerniglia Company (Melrose Park, IL)	\$821,885.40

Brothers Asphalt Paving (Addison, IL)	\$822,982.00
Swallow Construction Corp. (Downers Grove, IL)	\$899,455.00
Unique Plumbing (Joliet, IL)	\$954,170.60

Respectfully submitted,
/s/ Patty Spencer
City Clerk

- d. REPORT – 2010 WATERMAIN IMPROVEMENTS PROJECT NO. 09-01 The following report of the Public Works and Buildings Committee was presented for passage:

April 12, 2010

TO: Mayor DiCianni and Members of the City Council
RE: 2010 Water Main Improvements Project No. 09-01

The Public Works and Buildings Committee met on Monday, April 12, 2010 to review bids received for the 2010 Water Main Improvements Project. The bids are summarized on Attachment "A".

The work is for the replacement of approximately 3,700 L.F. of 8" Ductile Iron Water Main on Swain from Harrison to Van Buren, Marion from Poplar to Lawndale, Howard from Lake Street to Armitage, and on Emroy from Lake Street to Armitage. The work also includes service replacements, hydrants with valves, and all other related work.

Gerardi Sewer and Water Company of Norridge, IL, submitted the lowest responsible bid meeting all of the bidding requirements. Gerardi's total bid was \$661,302.20. Gerardi Sewer and Water Company has worked for the City in the past and completed similar work for Elmhurst, and other municipalities in a satisfactory manner.

Monies have been provided in the FY 2010/11 Budget in the Municipal Utility Fund, in the amount of \$770,000 in account number 510-6052-501-80-12 for this project.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the total bid from the lowest responsible bidder, Gerardi Sewer and Water Company in the amount of \$661,302.20, which includes an alternate bid price for additional work, be accepted, and the City attorney be authorized to prepare a resolution approving a contract with Gerardi Sewer and Water Company.

Respectfully submitted,
Public Works and Building Committee

/s/ Jim Kennedy

Chairman

/s/ Michael J. Bram

Vice-Chairman

/s/ Pat Shea

/s/ Chris Healy

- e. REPORT – FIRST STREET DECK BIDS FOR PAINTING, MASONRY, STRUCTURAL AND MISCELLANEOUS STEEL AND EIFS/PLASTERING The following report of the Public Works and Buildings Committee was presented for passage:

March 22, 2010

TO: Mayor DiCianni and Members of the City Council
RE: First Street Parking Deck Bids for Painting, Masonry, Structural and Miscellaneous Steel, and EIFS/Plastering

On Monday, March 22, 2010 the Public Works and Buildings Committee met to review bids received for the First Street Parking Deck bids for Painting, Masonry, Structural and Miscellaneous Steel, and EIFS (Exterior Insulation Finish Systems)/Plastering.

On September 8, 2009 the Elmhurst City Council approved the construction of a parking deck located at 175 West First Street. As part of that construction, various packages will be put out for public bid. Those bids will then be reviewed by the Public Works and Buildings Committee. The bids currently under review are for painting, masonry, structural and miscellaneous steel, and EIFS/plastering.

The low bidder for the painting was Anderson Moran Construction of Wheaton, Illinois with a total bid of \$186,680.00. The low bidder for masonry was Dave Able Masonry of Wood Dale, Illinois with a total bid of \$21,800. The low bidder for structural and miscellaneous steel was TA Bowman Construction of Bloomingdale, Illinois with a total bid of \$255,300.00. The low responsible bidder for the EIFS/plastering was Skyline Plastering of Carol Stream, Illinois with a total bid of \$41,500. Reference checks for all of these contractors indicate that work was completed in a satisfactory manner. Attached is the summary of the bids received.

Advertisements to bid were posted in the Elmhurst Independent on January 26, 2010 and February 2, 2010. Bids were opened by the City Clerk on February 9, 2010. Only two bids were received for the Structural and Miscellaneous Steel and EIFS/Plastering contracts. Four contractors picked up bid packets for each of these two projects but in both cases two of the four felt the projects were too small.

Monies for this work have been approved in the FY 2009/2010 Budget, in account number 530-0088-503-80-19 in the amount of \$5,000,000.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the bids for Painting, Masonry, Structural and Miscellaneous Steel, and EIFS/Plastering as outlined above be accepted and that the City Attorney be authorized to prepare resolutions for each of the contracts.

Respectfully submitted,
Public Works and Building Committee

/s/ Jim Kennedy

Chairman

/s/ Michael J. Bram

Vice-Chairman

/s/ Pat Shea

/s/ Chris Healy

- f. REPORT – FUEL CONTRACT PURCHASE ORDER The following report of the Public Works and Buildings Committee was presented for passage:

April 12, 2010

To: Mayor DiCianni and Members of the City Council

RE: Fuel Contract Purchase Order

The Public Works and Buildings Committee met on Monday, April 12, 2010 to discuss a proposed contract extension for purchase of gasoline and bio-diesel fuel. The City of Elmhurst currently purchases gasoline and bio-diesel fuel by participating in the joint purchase option on the DuPage County gasoline and bio-diesel fuel bid. As part of the bid packet, County Board Resolution IR-084-76 included the opportunity for other taxing bodies in the county to participate in the joint purchase of the materials.

In April of 2007 DuPage County bid (bid #07-021) and awarded a three year contract for the purchase of gasoline and bio-diesel fuel to Texor Petroleum, the low bidder. DuPage County recently awarded Purchase Order A16310 to World Fuel Services (Formerly Texor) for the period of 4/01/10 through 3/31/11, the third year of the 3-year contract, at the same terms, pricing and conditions as previously bid under bid #07-021. By utilizing the County's joint purchasing program the City is able to secure better pricing by participating in the large volume purchase of the County.

The specifications used in the preparation of the sealed bids are based on the OPIS (Oil Price Information Service) prices, which are the benchmark prices used by the world to buy and sell U.S. gasoline, diesel, ethanol, bio-diesel, LP-gas, jet fuel, crude, propane and kerosene.

The price from the low bidder, World Fuel Services (Formerly Texor Petroleum Company, Inc.) of Riverside, IL, for gasoline is the OPIS price plus \$.0095/gal and for bio-diesel is the OPIS price minus \$.05/gal.

It is, therefore, the recommendation of the Public Works and Buildings Committee that a purchase order be completed for the Fiscal Year 2010/11 for the purchase of unleaded gasoline and bio-diesel fuel from World Fuel Services in accordance with the DuPage County specifications and bids.

Respectfully submitted,
Public Works and Building Committee

/s/ Jim Kennedy

Chairman

/s/ Michael J. Bram

Vice-Chairman

/s/ Pat Shea

/s/ Chris Healy

g. REPORT – BIO-SOLIDS REMOVAL AND LAND APPLICATION, PROJECT NUMBER 10-17

The following report of the Public Works and Buildings Committee was presented for passage:

April 12, 2010

To: Mayor Dicianni and Members of the City Council

Re: 2010 Bio-Solids Removal and Land Application, Project Number 10-17

The Public Works and Building Committee met on April 12, 2010 to discuss proposals for the 2010 Bio-Solids Removal and Land Application Contract. This agreement will provide hauling and land application services for the disposal of the wastewater plant stabilized bio-solids (sludge) to agricultural lands. This is a three-year agreement with an annual re-opener based on the Chicago consumer price index. The agreement also has a termination clause allowing the City to end the agreement for virtually any reason.

The most efficient and cost effective method of bio-solids disposal is by land applying the material to agricultural soils. There are however several restrictions and specific methods that have to be followed in order to met the existing State and Federal regulations covering the land application of municipal bio-solids. Necessary soils analysis establishing application rates, measurements of concentrations of metals and nutrients in the bio-solids have to be made and proper application techniques have to be followed. Also the contractor must maintain a working relationship with the property owners and work around planting and harvesting schedules. An adequate inventory of available land is crucial to insure uninterrupted disposal of the bio-solids. Because of the complex nature of these needs and procedures there are few qualified contractors in the immediate area who perform this service. It is important that the bio-solids applier be professional because the generator can be liable for improper application and storage techniques.

On March 30, 2010 bids were opened from two contractors. Pricing was submitted on cubic yard (CY) quantities. The bids are summarized as follows.

<u>REMOVAL SCHEDULE</u>	<u>Synagro Central</u>	<u>Stewarts Spreading</u>
Daily Removals/CY (April-Oct.)	\$21.96	\$19.50
Bulk Removal (drying bed)/CY (April-Oct.)	\$19.79	\$21.50
Bulk Removal (belt press)/CY (October-April)	\$19.79	\$21.50

Staff calculated the relative costs for each bidder based on the average quantity of bio-solids removed from the site for the past three years. The costs are;

	<u>Synagro Central</u>	<u>Stewart Spreading</u>
Daily Removal Costs ~ 1910 CY (April-October)	\$ 41,943.60	\$ 37,245.00
Bulk Dry Beds Costs ~ 450 CY (April-October)	\$ 8,905.50	\$ 9,675.00
Bulk Belt Press Costs ~ 4747 CY (October-April)	\$ 93,943.13	\$ 102,060.50
~Totals	\$ 144,792.23	\$ 148,980.50

The bid amount for daily hauling is less from Stewarts Spreading than that of Synagro Central. Staff has checked with both bidding contractors and their bid prices are base upon them performing the entire project. As shown the estimated annual cost based on the average annual production indicates that Synagro Central was lower on the total annual estimated expenditure.

Other costs were identified for specific emergency needs that are not anticipated to be used such as the cartage costs to a landfill or year round daily removal costs.

The City has done extensive work in the past with Synagro Central LLC, their work has always been excellent, the response times very good and the company and their staff are well aware of the IEPA and USEPA regulations. Monthly reports are on time, accurate and complete.

It is the recommendation of the Public Works and Buildings Committee that the proposal from Synagro Central, LLC of Baltimore, MD be accepted and that Synagro of Elgin, IL be authorized to perform all of the land application of Elmhurst bio-solids for the next three years.

Funds for this project are budgeted in the annual operating budget, 510-6057-502.30-58. The 2010/2011 projected budget is \$161,000.

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 – FIRST STREET PARKING DECK BIDS FOR ELEVATOR AND GLASS & GLAZING The following report of the Public Works and Buildings Committee was presented for passage:

April 12, 2010

TO: Mayor DiCianni and Members of the City Council
RE: First Street Parking Deck Bids for Elevator and Glass and Glazing

On Monday, April 12, 2010 the Public Works and Buildings Committee met to review bids received for the First Street Parking Deck bids for Elevators and Glass and Glazing.

On September 8, 2009 the Elmhurst City Council approved the construction of a parking deck located at 175 West First Street. As part of that construction, various packages will be put out for public bid. Those bids will then be reviewed by the Public Works and Buildings Committee. The bids currently under review are for elevator and glass and glazing.

The low bidder for the elevator was Otis Elevators of Lombard, Illinois with a total bid of \$65,500. The low bidder for glass and glazing was TA Bowman Construction of Bloomingdale, Illinois with a total bid of \$83,500.00. Reference checks for all of these contractors indicate that work was completed in a satisfactory manner. See attached bid analysis for a discussion of the number of bidders on each item and proceeding with accepting the bids.

Advertisements to bid were posted in the Elmhurst Independent on March 17, 2010. Bids were opened by the City Clerk on March 30, 2010.

Monies for this work have been approved in the FY 2009/2010 Budget, in account number 530-0088-503-80-19 in the amount of \$5,000,000.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the bids for Elevator and Glass and Glazing as outlined above be accepted and that the City Attorney be authorized to prepare resolutions for each of the projects.

Respectfully submitted,
Public Works and Building Committee

/s/ Jim Kennedy

Chairman

/s/ Michael J. Bram

Vice-Chairman

/s/ Pat Shea

/s/ Chris Healy

- i. REPORT – RISK MANAGEMENT RENEWALS – FISCAL 2011 The following report of the Finance, Council Affairs and Administrative Services Committee was presented for passage:

April 13, 2010

To: Mayor DiCianni and Members of the City Council
Re: Risk Management Insurance Renewals – Fiscal 2011

The Finance, Council Affairs and Administrative Services Committee met April 12, 2010, to review the proposed risk management insurance renewals for fiscal 2011.

Although basically self-insured, the City of Elmhurst maintains insurance to protect against losses in excess of a pre-determined self-insured loss retention (SIR). Ms. Sandra Hannon, Senior Account Manager with Arthur J. Gallagher Risk Management Services, Inc. (Gallagher), the City's broker for risk management insurances, reviewed the fiscal 2011 insurance renewals with the Finance Committee, as presented below:

General, Auto and Public Officials Liability Insurance: The current SIR for liability coverage is \$250,000, and the liability limit is \$10,000,000. Gallagher requested quotes from six carriers, and received two quotes, one from the current carrier, Lexington Insurance Co., and one from Ironshore Specialty Insurance Co. The current premium is \$150,000; the quote from Lexington for fiscal 2011 is \$147,901 and the quote from Ironshore is \$135,000. The coverage and terms are the same for each carrier. The A.M. Best rating for Ironshore is A-XI. Staff recommended purchasing the policy from Ironshore for a savings of \$15,000 compared to prior year, and the Finance Committee concurred with staff recommendation. The Finance Committee also reviewed the current liability limit, and concurred that it remains prudent to maintain the \$10,000,000 liability limit due to the May 1 renewal deadline. However, the Finance Committee directed staff to review the cost of increasing the liability limit to \$15,000,000 or \$20,000,000, and to review the liability limits in place in comparable communities.

Property Insurance: The SIR for property coverage is \$100,000. This program includes coverage for real and personal property, mobile equipment, data processing equipment/media and auto physical damage. The property insurance also includes business interruption loss insurance, which is a means of protecting the City against loss of sales tax revenue if a major sales tax payer was impacted by a disaster such as a tornado or flood. Gallagher requested quotes from six carriers, and received one quote from Chubb Group, the City's current carrier. The quote from Chubb is \$48,435,

\$5,764 increase (13.5%) compared to the prior year premium of \$42,671. The A.M. Best rating for Chubb is A++XV. Staff recommended that property insurance continue to be purchased from Chubb. The Finance Committee concurred with staff recommendation.

Excess Workers' Compensation Insurance: The SIR for excess workers' compensation insurance is currently \$450,000 for police and firefighter classifications, and \$400,000 for all other classifications. Gallagher requested quotes from seven carriers and received two quotes, one from Safety National Casualty Corporation, the City's current carrier, and Midwest Employers Insurance Co. The current premium is \$64,620; the quote from Safety National is \$69,057 and the quote from Midwest is \$194,244. Safety National, with whom the City has contracted for this service since 1979, remains the most competitive excess workers' compensation insurance carrier in the municipal marketplace. The A.M. Best rating for Safety National is AIX. The policy covering fiscal 2010 was a one-year policy. For fiscal 2011, Safety National offered two options. The SIR for each option increases to \$500,000 for police and firefighter classifications and to \$425,000 for all other classifications. Option I is a one-year policy for a premium of \$69,057, a 6.9% increase compared to prior year. Option II is a two-year policy, with a premium of \$69,057 for the first year with a premium rate of 4.0%. Safety National guarantees that the premium rate would remain unchanged in the second year; therefore the only change in the premium would be due to change in covered payroll. Due to uncertainty in the insurance market, staff recommended the two-year policy. The Finance Committee concurred with staff recommendation.

Broker Fees: All insurance premiums exclude broker fees. Two years ago, a three-year broker fee contract was negotiated with Gallagher at the rate of \$36,000 each year.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council accept the proposal from Arthur J. Gallagher Risk Management Services, Inc., for fiscal year 2011 for General, Auto and Public Officials Liability Insurance, Property Insurance and Excess Workers' Compensation Insurance, as described above.

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

- j. REPORT – WATER RATE AND SEWER RATE REVIEW The following report of the Finance, Council Affairs and Administrative Services Committee was presented for passage:

April 13, 2010

To: Mayor DiCianni and Members of the City Council
Re: Water Rate and Sewer Rate Review

The Finance, Council Affairs and Administrative Services Committee met twice, most recently April 12, 2010, to review water rate and sewer rate adjustments in the Municipal Utility Fund.

The Municipal Utility Fund (MUF) is an enterprise fund, and user fees for water and sewer services are the major source of revenue. Therefore, water rates and sewer rates are reviewed annually to determine if rate adjustments are necessary. A comprehensive rate and utility billing study was completed in August 2003. Alvord, Burdick & Howson, L.L.C. conducted the study which included a review of the water rate and sewer rate structures, and a review of cash balance goals for the MUF. The approved recommendations from the study provided for a minimum charge of three cubic meters per billing cycle, and a change in the billing structure to a uniform block rate method that provides a water and sewer charge for every cubic meter of usage. The study also set a cash balance goal range for the MUF comprised of three factors: revenue stabilization (\$1.6 million); emergency (\$2 million); and 25%-33% of operating expenses (\$3.4-\$4.4 million). The total range goal for fiscal

2011 is \$7.0 million to \$8.0 million. The goal is split between the water and sewer segments of the MUF based upon the level of operating expenses in each segment.

As the Council is aware, the City purchases its water supply from DuPage Water Commission (DWC) and DWC purchases its water supply from the City of Chicago. DWC has approved a 21% rate increase to its members, primarily due to the third of three rate increases from the City of Chicago and lower than anticipated reserve balances. DWC is also being negatively impacted by current economic conditions regarding sales tax revenue, which accounts for approximately 30% of DWC's revenue budget. Based on the anticipated changes from the DuPage Water Commission effective May 1, 2010, the current cash balance in the water utility segment of the MUF and on projected expenditures for the next five years (see Schedule A), the Finance Committee recommends a rate adjustment for fiscal 2011 of 15% to \$4.95 per thousand gallons of water usage.

The Finance Committee also reviewed projections for sewer rate adjustments, including a review of major capital projects such as purchasing an anaerobic digester (see Schedule C). Due to the age of many components of the Wastewater Treatment Plant and due to the volume of material processed, the next five to ten years will require significant infrastructure improvement/ replacement at the Plant. Based on the current cash balance in the sewer segment of the MUF and on projected expenditures for the next five years (see Schedule B), the Committee recommends a rate adjustment for fiscal 2011 of 15% to \$4.55 per thousand gallons of water usage.

The impact of the combined water rate and sewer rate adjustments for an average four-person household using 12,000 gallons of water per month (3,000 gallons per person) is approximately \$14.64 per month.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council direct the City Attorney to prepare an amendment to the Municipal Code of Ordinances changing the water rates and sewer rates for the City of Elmhurst, effective for usage billed on or after May 1, 2010, as follows:

	Residential Rates (Per Thousand Gallons)		Commercial Rates (Per Thousand Gallons)	
	<u>New</u>	<u>Current</u>	<u>New</u>	<u>Current</u>
Water	\$4.95	\$4.31	\$7.42	\$6.47
Bi-Monthly Minimum	\$3.93	\$3.42	\$5.90	\$5.13
Sewer	\$4.55	\$3.97	\$4.55	\$3.97
Bi-Monthly Minimum	\$3.62	\$3.15	\$3.62	\$3.15

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

- k. REPORT – HOME RULE PRIVATE ACTIVITY BOND VOLUME CAP ALLOCATION The following report of the Finance, Council Affairs and Administrative Services Committee was presented for passage:

April 13, 2010

To: Mayor DiCianni and Members of the City Council
Re: 2010 Home Rule Private Activity Bond Volume Cap Allocation

The Finance, Council Affairs and Administrative Services Committee met April 12, 2010, to consider reserving the City's 2010 home rule Private Activity Bond volume cap allocation.

Annually, as a home rule community, the City of Elmhurst receives authority from the State, pursuant to Section 146 of the Internal Revenue Code of 1986 (the Code), as amended, for Private Activity Bond (PAB) volume cap. For calendar year 2010, the volume cap is \$90.00 per capita

(approximately \$4 million). Private Activity Bonds are a valuable financing tool to promote economic development. By utilizing the PAB authority through a home rule municipality, a company can obtain tax exempt funds for a new facility or facility expansion that will create new jobs or retain existing jobs. Private Activity Bonds are the obligation of the company utilizing the PAB authority; the bonds are not a debt of the City. The Illinois Private Activity Bond Allocation Act (the Act) provides that a home rule unit of government, i.e. City of Elmhurst, may use the allocation of volume cap for a business within its borders, or the City may transfer its allocation to any other home rule unit of government, any non-home rule unit of government or the State of Illinois or any agency thereof.

At this time, the City's volume cap has not been allocated. Pursuant to the Code and the Act, a home rule community must allocate its cap by May 1, cede the unused cap allocation to the State, or reserve the cap allocation by May 1 for use any time during calendar year 2010. The Finance Committee recommends that it is the best interest of the City of Elmhurst to reserve its volume cap for use during calendar year 2010.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council approve reserving the City of Elmhurst Private Activity Bond volume cap for use at any time during calendar year 2010. Given the May 1, 2010, deadline to reserve the cap allocation, the Finance Committee further recommends that the City Council suspend the rules to allow consideration of Ordinance O-9-2010.

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

1. MCO-13-2010 – AN ORDINANCE TO AMEND ARTICLE V ENTITLED, “DRIVING, OVERTAKING AND PASSING,” OF CHAPTER 44 ENTITLED, “MOTOR VEHICLES AND TRAFFIC,” OF THE MUNICIPAL CODE OF THE CITY OF ELMHURST, ILLINOIS (NO LEFT TURN EASTBOUND VAN BUREN AND SOUTHBOUND SWAIN)

Ordinance MCO-13-2010 was presented for passage.

- m. MCO-14-2010 – AN ORDINANCE TO AMEND ARTICLE VII ENTITLED, “STOPPING, STANDING AND PARKING,” OF CHAPTER 44 ENTITLED, “MOTOR VEHICLES AND TRAFFIC,” OF THE MUNICIPAL CODE OF THE CITY OF ELMHURST, ILLINOIS (RESTRICTED PARKING ON THE NORTH SIDE OF VAN BUREN FROM SWAIN AVENUE TO MITCHELL AVENUE)

Ordinance MCO-14-2010 was presented for passage.

- n. R-15-2010 – A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A CONSTRUCTION ENGINEERING SERVICES AGREEMENT FOR FEDERAL PARTICIPATION BY AND BETWEEN TRANSYSTEMS CORPORATION AND THE CITY OF ELMHURST

Resolution R-15-2010 was presented for passage.

- o. R-16-2010 – A RESOLUTION TO AUTHORIZE THE PURCHASE OF AUTOMATED METER READING UNITS FOR WATER METERS WITHIN THE CITY OF ELMHURST

Resolution R-16-2010 was presented for passage.

- p. R-17-2010 – A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN THE CITY OF ELMHURST, ILLINOIS AND SCHROEDER & SCHROEDER, INC., FOR THE SPRING ROAD BUSINESS DISTRICT SIDEWALK IMPROVEMENTS

Resolution R-17-2010 was presented for passage.

Alderman Hipskind moved to approve the contents of the Consent Agenda. Alderman York seconded. Roll call vote:

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

Nays: None

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

COMMITTEE REPORTS

9. a. REPORT – CASE #10P-01/ELMHURST MEMORIAL HEALTHCARE AMENDED PLANNED DEVELOPMENT CONDITIONAL USE, CONDITIONAL USE PERMIT FOR NON-ACCESSORY PARKING (LOT 2), MAP AMENDMENT AND SUBDIVISION The following report of the Development, Planning and Zoning Committee was presented for passage:

April 12, 2010

TO: Mayor DiCianni and Members of City Council

RE: Case # 10P-01/Elmhurst Memorial Healthcare Amended Planned Development Conditional Use, Conditional Use Permit for Non-Accessory Parking (Lot 2), Map Amendment and Subdivision Request for approval of a Preliminary Amended Planned Development Conditional Use, Conditional Use Permit for non-accessory parking, Map Amendment (upon annexation) and Subdivision on properties commonly known as 1100, 1200 and 1400 S. York Street.

The Development, Planning and Zoning Committee met on March 25 and April 12, 2010 to review the Zoning & Planning Commission report dated March 17, 2010 regarding the subject request. The Committee also reviewed the complete packet of documents and information submitted by the applicant, and the transcripts of the public hearings. The Committee noted the thorough work of the Zoning & Planning Commission in their review of the Elmhurst Hospital request.

The applicant, Elmhurst Memorial Healthcare, requests the following approvals:

- Request for Map Amendment (rezoning) of parcels to be annexed into the City of Elmhurst.
- Subdivision to include new parcels added to the development site and the reconfiguration of Harvard Street.
- Approval of a Preliminary Amended Planned Development Plan (Conditional Use) to include new parcels added to the development site.
- Conditional Use Permit to allow off-site accessory parking.

The Committee discussed the original approvals for the hospital campus development approved by the City Council in 2008. It was noted that this request for amendment to the Planned Development Plan was anticipated during the original approvals.

This request involves adding parcels to the development site which, in turn, result in the annexation and rezoning of various parcels, a new subdivision to include these additional parcels as well as the Harvard Street re-alignment, and an amended Planned Development Plan to incorporate these parcels into the Plan. Additionally, the petitioner is requesting a Conditional Use Permit to allow off-site accessory parking on Lot 2, which is zoned C2 Community Shopping and Service.

The Committee reviewed the traffic study submitted by the hospital's traffic engineer and reviewed by the City of Elmhurst traffic engineer. The Committee also reviewed the landscape plans as they relate to buffering the parking lots from neighboring residential properties. It was the consensus of the Committee that both the traffic plan and the landscape plan were developed to minimize and mitigate the impacts of hospital activities on the surrounding neighborhood.

The Committee agreed with the Zoning and Planning Commission that this request is a logical progression of anticipated development activities associated with the development of the new hospital campus.

Upon conclusion of discussion, the Committee concurred with the Zoning & Planning Commission's recommendation that sufficient evidence was presented to warrant the proposed requests. It is, therefore, the recommendation of the Development, Planning and Zoning Committee to support the recommendation of the Zoning & Planning Commission for approval of these requests. 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

Alderman Morley moved to approve item **9a. Report – Case #10P-01/Elmhurst Memorial Healthcare Amended Planned Development Conditional Use, Conditional Use Permit for Non-Accessory Parking (Lot 2), Map Amendment and Subdivision.** Alderman Rose seconded.

Alderman Morley stated Zoning Administrator Than Werner will show maps and charts of the following items to be considered in this report:

- Subdivision to include new parcels and reconfiguration of Harvard Street
- Approval of preliminary amended planned development plan to include new parcels
- Conditional use permit to allow off site accessory parking

Alderman Morley stated the committee met twice. He stated the committee supports the recommendation of the Zoning & Planning Commission for approval of these requests.

Discussion ensued regarding traffic on Harvard, burm separation and traffic flow from York Street.

Alderman Morley stated the Hospital's Attorney Scott Day is present and should contribute to the discussion.

Alderman Hipskind moved to suspend the rules to allow Attorney Day to speak. Alderman Mulliner seconded. Voice vote, motion carried.

Discussion ensued regarding the Hospital and residential traffic on Harvard Street as well as public parking.

Roll call vote on item **9a. Report – Case #10P-01/Elmhurst Memorial Healthcare Amended Planned Development Conditional Use, Conditional Use Permit for Non-Accessory Parking (Lot 2), Map Amendment and Subdivision:**

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

Nays: None

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

b. REPORT - ELMHURST HOSPITAL VACATION REQUEST The following report of the Public Works and Buildings Committee was presented for passage:

March 22, 2010

TO: Mayor DiCianni and Members of the City Council
RE: Elmhurst Hospital Vacation Request

The Public Works and Buildings Committee met on Monday, March 22, 2010 to discuss the request by Elmhurst Memorial Hospital to vacate certain pieces of right-of-way (ROW) located near the area of the new Hospital.

Elmhurst Memorial Hospital is constructing its new facility in the area of Brush Hill Road and York Street. This construction of the new Hospital required that certain parcels in the area be annexed into the City of Elmhurst. The Hospital completed an initial annexation in 2008. Part of that annexation agreement involved the transfer of ROWs to the Hospital and of parcels of land being dedicated to the City for new ROW. Currently the Hospital is amending the original Annexation Agreement to include more parcels being annexed. The Annexation Agreement amendment will require several new vacations and dedications.

Within the original Annexation Agreement the vacations of ROW fell into two categories. The first category was a vacation of ROW which the City never previously owned. The ROW which was vacated as part of the annexation that was not within the City's possession was previously unincorporated DuPage County and was maintained by the York Township Highway Department. The City Council felt at the time that as the City had never owned nor spent any money maintaining any of those ROWs that it was appropriate to transfer those ROWs to the Hospital at no charge. The new Annexation Agreement requires the vacation of two pieces of ROW that have never been owned or maintained by the City. These two areas are sections of Fillmore Street east of Euclid and Kirk Avenue south of Harvard Street (see attached exhibit "A").

The second category of vacated ROW was that of ROW that the City did have possession and control over since the annexation of the Celozzi-Ettleson property in 1997. Specifically that second portion consisted of Kirk Avenue from Brush Hill Road to a point approximately 538' north. Attached are copies of the Council Action Summary and a map of this portion of the vacation. The compensation of the ROW was deemed to be \$4.77/square foot paid by the Hospital to the City.

The current Hospital request includes a dedication of private property to the City for the construction of a new section of Harvard west of York Street and the vacation of a short piece of ROW. The existing unimproved section of Harvard ROW has been in the City's possession since 1997. The Hospital will be transferring private property to the City for the construction of the extension of Harvard St. In the Harvard Street relocation, the dedicated area being transferred from the Hospital to the City exceeds the existing ROW being vacated by the City. The City will maintain easement rights over the entire vacated ROW for existing utilities. The Hospital is requiring no charge for this additional property. The Committee felt that it was appropriate to conduct the vacations and dedications in a manner similar to that which was done in 2008. Consequently there will be no charge for any of the rights-of-way vacated and no fees for any of the land dedicated.

It is therefore the recommendation of the Public Works and Buildings Committee to vacate and dedicate certain ROWs contained within the proposed Elmhurst Memorial Hospital Annexation Agreement as outlined above. It is further recommended that the City Attorney prepare the necessary documents and that said documents be executed by the appropriate City authority to allow for this transfer to occur.

Respectfully submitted,
Public Works and Building Committee

/s/ Jim Kennedy

Chairman

/s/ Michael J. Bram

Vice-Chairman

/s/ Pat Shea

/s/ Chris Healy

Alderman Kennedy moved to approve item **9b. Report - Elmhurst Hospital Vacation Request.**

Alderman Bram seconded.

Alderman Kennedy stated the Public Works and Buildings Committee (PW&B) recommends to vacate and dedicate certain ROWs contained in the Elmhurst Memorial Hospital Annexation Agreement. He stated it is the same process that was done for the Center for Health.

Roll call vote on item **9b. Report - Elmhurst Hospital Vacation Request:**

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

Nays: None

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

REPORTS AND RECOMENDATIONS OF APPOINTED AND ELECTED OFFICIALS

10. a. UPDATES (Mayor DiCianni)

Mayor DiCianni reported on the Water Commission and their recent problems stating he was in Springfield and met with Senator Cronin to implement a "check & balance" procedure to put in place so that this problem will not happen again. Mayor DiCianni stated he will keep the Council apprised of the situation.

Mayor DiCianni reported there was a press conference with the Mayors from Cook and DuPage Counties regarding the Western Access road that will connect O'Hare Airport to the Western suburbs in DuPage County and bring the western suburbs to Elmhurst. The Mayor stated there is strong support and unity to get this project done and this can bring more people to Elmhurst.

Mayor DiCianni stated he hopes a balanced budget will pass tonight. He stated there is a 20% dip in sales tax from car dealerships.

Mayor DiCianni stated he was asked by Senior Commission Chairman Cathy Jordan to announce volunteers are needed for Senior Chore Days. If anyone is interested in volunteering please contact he DuPage County Senior Citizens Council at (630)620-0804x113.

Alderman Healy asked for the dates of Senior Chore Days.

Mayor DiCianni replied the first three (3) weeks in May.

Alderman Bram requested that the Council know about any upcoming press conferences so that the Council could show their support as well.

Alderman Bram spoke regarding the skunks. He stated the Tribune reported skunk problems in Evanston, stating it appears there are many areas combating the skunk problem.

ORDINANCES

11. a. O-06-2010 – A BUDGET AND APPROPRIATION ORDINANCE FOR THE CITY OF ELMHURST FOR THE FISCAL YEAR BEGINNING ON MAY 1, 2010, AND ENDING ON APRIL 30, 2011

Ordinance O-06-2010 was presented for passage.

Alderman Hipskind moved to approve item **11a. O-06-2010 – A Budget and Appropriation Ordinance for the City of Elmhurst for the Fiscal Year Beginning on May 1, 2010, and Ending on April 30, 2011.** Alderman Mulliner seconded.

Alderman Bram moved to amend the current budget to put back into the Five Year Capital Budget for 2011/2012 the York & Grand Improvements. Alderman Rose seconded.

Discussion ensued.

Roll call vote to amend the current budget to put back into the Five Year Capital Budget for 2011/2012 the York & Grand Improvements:

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

Nays: None

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

Alderman Pezza stated there is a scrivener's error, page 17 Other Expenses 60-29 states Elmhurst Historical Society should be District 205 Foundation.

City Manager Borchert stated Alderman Pezza is correct.

Alderman Gutenkauf stated hopefully the Museum has not been handcuffed by the cuts to its budget.

Alderman Rose stated she too will support the budget, despite stating her strong opposition to gutting the museum budget. She stated she hopes that the budget can be looked at in the future.

Alderman Bram moved to reinstate the funding for new sidewalk installation for 2011/2012. Alderman Rose seconded.

Discussion ensued.

Alderman Morley moved to call the question, no challenge.

Alderman Rose, point of order is Council voting on the amended motion.

Mayor replied yes, the vote is to reinstate the funding for new sidewalk installation for 2011/2012.

Roll call vote to reinstate the funding for new sidewalk installation for 2011/2012:

Ayes: Bram, Rose, Gutenkauf, Hipkind, Morley, Kennedy, Mayor DiCianni

Nays: Pezza, Leader, York, Healy, Mulliner, Wagner

Results: 7 ayes, 6 nays, 2 absent
Motion duly carried

Roll call vote on item **11a. O-06-2010 – A Budget and Appropriation Ordinance for the City of Elmhurst for the Fiscal Year Beginning on May 1, 2010, and Ending on April 30, 2011:**

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

Nays: None

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

b. O-09-2010 – AN ORDINANCE RESERVING AND AUTHORIZING THE TRANSFER OF VOLUME CAP IN CONNECTION WITH PRIVATE ACTIVITY BOND ISSUES AND RELATED MATTERS

Ordinance O-09-2010 was presented for passage.

Alderman Morley moved to suspend the rules to approve item **11b. An Ordinance Reserving and Authorizing the Transfer of Volume Cap In Connection With Private Activity Bond Issues and Related Matters** on the same night that the corresponding committee report was approved. Alderman York seconded. Voice vote, motion carried.

Alderman Hipskind moved to approve item **11b. An Ordinance Reserving and Authorizing the Transfer of Volume Cap In Connection With Private Activity Bond Issues and Related Matters**. Alderman York seconded.

Roll call vote on item **11b. An Ordinance Reserving and Authorizing the Transfer of Volume Cap In Connection With Private Activity Bond Issues and Related Matters**:

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

Nays: None

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

OTHER BUSINESS

12. Alderman Hipskind stated he received a letter from Jeff Redick, Chair of the DuPage County Environmental Committee, DuPage County Board regarding an electronics recycling schedule throughout the County. Alderman Hipskind asked Clerk Spencer to post the information on the City's website.

Alderman Gutenkauf reported the Bicycle Task Force sponsored a Bicycle Collection on April 17, 2010 and they received more bicycles than expected. The bicycles will be refurbished and given to those in need.

Alderman Pezza announced on Wednesday, May 12, 2010, Craig Dovel, Supervisor of Assessments for DuPage County, will present a general overview of property taxes in DuPage County at the Elmhurst Public Library.

Mayor DiCianni announced Art in the Park will take place May 1-2, 2010 in Wilder Park.

Alderman Pezza announced that she and Alderman Gutenkauf will host the next Coffee & Conversation together at the Elmhurst Art Museum on May 18, 2010 between the hours of 5:30 p.m. – 8:00 p.m.

ANNOUNCEMENTS

13. None.

ADJOURNMENT

14. Alderman Mulliner moved to adjourn the meeting. Alderman Hipskind seconded. Voice vote. Motion carried. Meeting adjourned 9:21 p.m.

Peter P. DiCianni III, Mayor

Patty Spencer, City Clerk

**MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF ELMHURST, ILLINOIS
HELD ON SATURDAY, APRIL 17, 2010
FRICK CENTER – BRYAN ROOM – ELMHURST COLLEGE
190 PROSPECT AVENUE
ELMHURST, ILLINOIS**

CALL TO ORDER

1. The Special Meeting of the Elmhurst City Council was called to order by Mayor DiCianni at 8:02 a.m. Those in attendance were as follows:

Present: Norman Leader, Stephen Hipskind, Kevin L. York, Steve Morley, Jim Kennedy, Patrick Wagner

Absent: Diane Gutenkauf, Paula Pezza, Pat Shea, Susan J. Rose, Michael J. Bram, Chris Healy, Chris Nybo, Mark A. Mulliner

Also in Attendance: Mayor DiCianni, City Manager Borchert, Fire Chief/Assistant City Manager Kopp, Dr. Carroll

ELECTED OFFICIALS PLANNING RETREAT

2. City Manager Borchert introduced Dr. Larry Carroll, Director of the Center for Professional Excellence at Elmhurst College.

Dr. Carroll opened by reviewing the meeting held on August 31, 2009. He then reviewed ways the Council can come together to be on the same page without surprises and “gotchas.” He also discussed communication between Council members.

Dr. Carroll prepared a quiz for Council members in order to use the results as a directional starting point for this morning’s discussion. He stated the results indicate what Council needs to be aware of communication, tolerance, goals and trust.

Discussion ensued regarding Council’s behavior on camera and off camera.

After listening to what everyone said, the Council determined that they should try to “play nice,” be flexible, listen, reach out and connect with one another. Consensus of the Council is that it is worth their time to have planning meetings and that they will plan to meet again with a date to be determined.

ADJOURNMENT

3. Alderman Leader moved to adjourn, Alderman Morley seconded. Meeting adjourned 11:34 a.m.

Peter P. DiCianni III, Mayor

Patty Spencer, City Clerk

CITY OF ELMHURST

ACCOUNTS PAYABLE SUMMARY SHEET

APRIL 30, 2010

<u>CHECKS</u>	<u>REGULAR</u>	<u>INTERIM</u>	<u>TOTAL</u>
GENERAL FUND	\$834,790.23	\$1,118.44	\$835,908.67
LIBRARY FUND	26,783.05	-	26,783.05
STORMWATER	404.00	-	404.00
REDEVELOPMENT	8,630.34	-	8,630.34
INDUSTRIAL DEVELOPMENT	306.25	-	306.25
RT 83 COMMERCIAL DEVELOPMENT	784.95	-	784.95
MUNICIPAL UTILITY FUND	90,079.59	(66.98)	90,012.61
PARKING REVENUE SYSTEM FUND	224,275.66	-	224,275.66
	<u>1,186,054.07</u>	<u>1,051.46</u>	<u>1,187,105.53</u>

FINANCE REVIEW



CITY MANAGER REVIEW

TO THE CITY TREASURER,

THE PAYMENT OF THE ABOVE LISTED AMOUNTS HAS BEEN APPROVED BY THE CITY COUNCIL AT A MEETING HELD ON MAY 3, 2010 AND YOU ARE HEREBY AUTHORIZED TO PAY THEM FROM THE APPROPRIATE BUDGET ACCOUNT.

MAYOR

CITY CLERK

ACCOUNTS PAYABLE INQUIRY

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

BANK: 01

VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0000009	ACE HARDWARE						
268729	000362		01 04/30/2010	110-4020-422.40-31	BATTERIES	11.84	
268624	000368		01 04/30/2010	110-5030-421.50-01	DOOR REPAIR	7.50	
268919	000838		01 04/30/2010	110-6043-434.40-98	ROPE	12.60	
268551	000839		01 04/30/2010	110-6044-435.40-98	BATTERY	8.99	
268326	000363		01 04/30/2010	110-6046-418.50-01	BRASS PLUG	9.89	
268383	000364		01 04/30/2010	110-6046-418.50-01	CABLE TIES	4.49	
268478	000365		01 04/30/2010	110-6046-418.50-01	BULB/KEY	4.48	
268503	000366		01 04/30/2010	110-6046-418.50-01	KEY/CONNECTOR/LINT TRAP	26.97	
268505	000367		01 04/30/2010	110-6046-418.50-01	PIPE VENT	4.04	
268723	000361		01 04/30/2010	110-7060-451.40-98	GLUE/CEILING HOOK	4.57	
					VENDOR TOTAL *	95.37	
0008328	ADT SECURITY SERVICES, INC						
20432673	000375		01 04/30/2010	110-4021-425.80-05	RADIO INSTALLATION	2,776.69	
07916081	000376		01 04/30/2010	110-4021-425.80-05	RADIO INSTALLATION	14,612.43	
21873157	000377		01 04/30/2010	110-4021-425.80-05	RADIO INSTALLATION	5,730.88	
21703435	000378		01 04/30/2010	110-4021-425.80-05	RADIO INSTALLATION	3,877.17	
08195026	000379		01 04/30/2010	110-4021-425.80-05	RADIO INSTALLATION	14,612.43	
22283044	000380		01 04/30/2010	110-4021-425.80-05	RADIO INSTALLATION	1,911.81	
22272272	000381		01 04/30/2010	110-4021-425.80-05	RADIO INSTALLATION	2,718.59	
21873156	000382		01 04/30/2010	110-4021-425.50-98	PRORATED MAINT	161.11	
22283043	000383		01 04/30/2010	110-4021-425.50-98	PRORATED MAINT	116.81	
22640951	000374		01 04/30/2010	110-7060-451.30-98	SECURITY SVCS	148.87	
					VENDOR TOTAL *	46,666.79	
0014376	AEREX PEST CONTROL						
810253	000507		01 04/30/2010	110-4020-422.50-01	PEST CONTROL	45.00	
810252	000508		01 04/30/2010	110-4020-422.50-01	PEST CONTROL	33.00	
810251	000509		01 04/30/2010	110-5030-421.50-01	PEST CONTROL	43.00	
810249	000506		01 04/30/2010	110-6046-418.50-01	PEST CONTROL	43.00	
810250	000510		01 04/30/2010	110-6046-418.50-01	PEST CONTROL	54.00	
812107	000513		01 04/30/2010	110-6046-418.50-01	PEST CONTROL	20.00	
810314	000514		01 04/30/2010	110-6046-418.50-01	PEST CONTROL	86.00	
810313	000511		01 04/30/2010	110-7060-451.50-01	PEST CONTROL	23.00	
810109	000512		01 04/30/2010	110-7060-451.50-01	PEST CONTROL	28.00	
					VENDOR TOTAL *	375.00	
0000016	ALEXANDER EQPT CO INC						
68526	000833		01 04/30/2010	110-6043-434.40-53	POLE SAW	175.00	
					VENDOR TOTAL *	175.00	
0000078	ALLIED WASTE/REPUBLIC #551						
0551-007801366	000449		01 04/30/2010	110-6045-441.30-65	WASTE DISPOSAL	2,095.64	
551-007795614	000609		01 04/30/2010	110-6045-441.30-65	REFUSE COLLECTION	204,828.13	
551-007795614	000862		01 04/30/2010	110-6045-441.30-83	REFUSE COLLECTION	13,440.00	
0551-007801094	000938		01 04/30/2010	510-6056-502.30-81	WASTE DISPOSAL	1,436.00	
					VENDOR TOTAL *	221,799.77	
0013770	ALPINE SAP, INC - CAROL STREAM						

PREPARED 04/26/2010, 14:17:23
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 04/30/2010 CHECK DATE: 05/06/2010

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
0013770	ALPINE SAP, INC - CAROL STREAM						
5116	000917		01 04/30/2010	510-6050-501.30-52	RPZ TESTING	510.00	
5117	000918		01 04/30/2010	510-6050-501.30-52	RPZ TESTING	2,868.75	
					VENDOR TOTAL *	3,378.75	
0018546	ALVESTAD, JOSTEIN						
04/21/2010	001042		01 04/30/2010	110-4020-422.60-98	EXPENSE REIMBURSEMENT	400.00	
					VENDOR TOTAL *	400.00	
0000030	AMERON POLE PRODUCTS DIV						
30058446	000818		01 04/30/2010	110-6044-435.40-55	STREET LIGHT POLES	16,235.00	
					VENDOR TOTAL *	16,235.00	
0000033	ANALYSTS INC						
S-169668	000927		01 04/30/2010	510-6057-502.50-08	OIL TESTING BOTTLES	102.56	
					VENDOR TOTAL *	102.56	
0007283	ANASZEWICZ, WILLIAM						
03/01/2010	001041		01 04/30/2010	110-4020-422.60-98	EXPENSE REIMBURSEMENT	300.00	
					VENDOR TOTAL *	300.00	
0013255	ANDERSON ELEVATOR CO						
101632	000521		01 04/30/2010	110-6046-418.30-25	MONTHLY MAINT FEE	150.00	
					VENDOR TOTAL *	150.00	
0000035	ANDERSON LOCK						
0610615	000621		01 04/30/2010	110-5030-421.50-01	DOOR REPAIR	136.92	
					VENDOR TOTAL *	136.92	
0000730	ANI SAFETY INC						
735446	000503		01 04/30/2010	110-5030-421.40-98	SUPPLIES	129.00	
					VENDOR TOTAL *	129.00	
0018294	ARCO/MURRAY						
8	000861		01 04/30/2010	530-0088-503.80-19	PARKING IMPROVEMENTS	55,126.08	
					VENDOR TOTAL *	55,126.08	
0000039	ARROW UNIFORM						
07-276342	000391		01 04/30/2010	110-6041-432.40-62	UNIFORM SUPPLIES	102.83	
07-278956	000976		01 04/30/2010	110-6041-432.40-62	UNIFORM SUPPLIES	102.83	
07-276342	000392		01 04/30/2010	510-6052-501.40-62	UNIFORM SUPPLIES	102.84	
07-278956	000977		01 04/30/2010	510-6052-501.40-62	UNIFORM SUPPLIES	102.84	
					VENDOR TOTAL *	411.34	
0007161	ASSOCIATED TIRE & BATTERY CO, INC						
459626	000978		01 04/30/2010	110-6047-512.50-16	PARTS/SUPPLIES	77.34	
					VENDOR TOTAL *	77.34	
0012277	AT&T						

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VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0012277	AT&T							
63053030075410	000413		01	04/30/2010	110-0086-453.30-75	MONTHLY PHONE	57.21	
63053030075410	000414		01	04/30/2010	110-0094-454.30-75	MONTHLY PHONE	21.44	
63078266949097	000349		01	04/30/2010	110-1001-411.30-75	MONTHLY PHONE	21.07	
63053030075410	000400		01	04/30/2010	110-1001-411.30-75	MONTHLY PHONE	1,001.18	
63053030075410	000401		01	04/30/2010	110-2006-413.30-75	MONTHLY PHONE	328.96	
63053030075410	000402		01	04/30/2010	110-2007-413.30-75	MONTHLY PHONE	157.33	
63053030075410	000403		01	04/30/2010	110-2008-413.30-75	MONTHLY PHONE	943.97	
63029919307818	000905		01	04/30/2010	110-2008-413.30-98	MONTHLY PHONE	225.81	
63029919617851	000906		01	04/30/2010	110-2008-413.30-98	MONTHLY PHONE	225.81	
63053030075410	000404		01	04/30/2010	110-3015-414.30-75	MONTHLY PHONE	221.69	
63053030075410	000405		01	04/30/2010	110-4020-422.30-75	MONTHLY PHONE	314.66	
63083200803668	000588		01	04/30/2010	110-4020-422.30-75	MONTHLY PHONE	72.14	
63022613552388	000898		01	04/30/2010	110-4020-422.30-75	MONTHLY PHONE	268.50	
70822603773592	000903		01	04/30/2010	110-4020-422.30-75	MONTHLY PHONE	129.69	
70822603009682	000904		01	04/30/2010	110-4020-422.30-75	MONTHLY PHONE	105.06	
70822603019681	000911		01	04/30/2010	110-4020-422.30-75	MONTHLY PHONE	105.06	
63083200045401	000587		01	04/30/2010	110-4021-425.30-75	MONTHLY PHONE	34.18	
63040705638276	000590		01	04/30/2010	110-4021-425.50-98	MONTHLY PHONE	31.52	
84727365350170	000897		01	04/30/2010	110-4021-425.30-75	MONTHLY PHONE	750.28	
63053030075410	000412		01	04/30/2010	110-4022-423.30-75	MONTHLY PHONE	185.93	
63053030075410	000406		01	04/30/2010	110-4025-424.30-75	MONTHLY PHONE	143.03	
63053030075410	000407		01	04/30/2010	110-5030-421.30-75	MONTHLY PHONE	2,216.90	
63053050866185	000589		01	04/30/2010	110-5030-421.30-75	MONTHLY PHONE	22.44	
63053088927504	000744		01	04/30/2010	110-5030-421.30-75	MONTHLY PHONE	44.31	
63053033512328	000745		01	04/30/2010	110-5030-421.30-75	MONTHLY PHONE	89.41	
70822603942320	000901		01	04/30/2010	110-5030-421.30-75	MONTHLY PHONE	129.69	
63022603952325	000914		01	04/30/2010	110-5030-421.30-75	MONTHLY PHONE	35.90	
63022655290673	001047		01	04/30/2010	110-5030-421.30-75	MONTHLY PHONE	241.83	
63053030075410	000408		01	04/30/2010	110-6040-431.30-75	MONTHLY PHONE	951.12	
70822613280851	000899		01	04/30/2010	110-6040-431.30-75	MONTHLY PHONE	105.06	
70822611450803	000909		01	04/30/2010	110-6040-431.30-75	MONTHLY PHONE	644.49	
63029979019998	000912		01	04/30/2010	110-6040-431.30-75	MONTHLY PHONE	240.98	
63029950633668	000913		01	04/30/2010	110-6040-431.30-75	MONTHLY PHONE	103.43	
630R0608273403	000896		01	04/30/2010	110-6046-418.50-01	MONTHLY PHONE	99.53	
630R0605979200	000910		01	04/30/2010	110-6046-418.50-01	MONTHLY PHONE	99.53	
63053030075410	000411		01	04/30/2010	110-7060-451.30-75	MONTHLY PHONE	214.54	
63053030075410	000409		01	04/30/2010	510-6050-501.30-75	MONTHLY PHONE	135.87	
70822611739932	000900		01	04/30/2010	510-6052-501.30-75	MONTHLY PHONE	193.73	
70822611450803	000908		01	04/30/2010	510-6052-501.30-75	MONTHLY PHONE	322.23	
63053030075410	000410		01	04/30/2010	510-6055-502.30-75	MONTHLY PHONE	257.45	
70822603793590	000902		01	04/30/2010	510-6055-502.30-75	MONTHLY PHONE	129.69	
70822611450803	000907		01	04/30/2010	510-6055-502.30-75	MONTHLY PHONE	322.23	
						VENDOR TOTAL *	11,944.88	
0003704	AUTO TRUCK GROUP							
432452	000970		01	04/30/2010	510-6052-501.40-31	LADDER RACK	674.27	
						VENDOR TOTAL *	674.27	
0009618	AVAYA, INC							

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VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0009618 2205807053	AVAYA, INC 000955		01 04/30/2010	110-7060-451.30-98	ALARM MAINT FEE	149.07	
						VENDOR TOTAL *	149.07
0001709 04/07/2010	BACIDORE, JEFF 000984		01 04/30/2010	110-4020-422.60-11	EXPENSE REIMBURSEMENT	50.00	
						VENDOR TOTAL *	50.00
0009052 247 E THIRD	BALICE, JOSEPH R 000820		01 04/30/2010	510-6056-502.30-90	SEWER LINE REIMBURSEMENT	1,900.00	
						VENDOR TOTAL *	1,900.00
0017359 389415678 389415678 389415678 389415678	BANK OF AMERICA 000805 000806 000807 000808		01 04/30/2010 01 04/30/2010 01 04/30/2010 01 04/30/2010	110-2006-413.30-05 210-8070-452.30-05 510-6050-501.30-05 510-6055-502.30-05	QUARTERLY FEES QUARTERLY FEES QUARTERLY FEES QUARTERLY FEES	39.60 9.00 5.70 5.70	
						VENDOR TOTAL *	60.00
0018756 124 W PARK	BATTAGLIA, ANGELO 000630		01 04/30/2010	110-4021-425.80-05	WIRELESS RADIO ALARM	1,500.00	
						VENDOR TOTAL *	1,500.00
0011212 SI+092846	BATTERY ZONE 000966		01 04/30/2010	110-5030-421.40-41	BATTERIES	147.95	
						VENDOR TOTAL *	147.95
0013718 1091 100 1091 110 1091 127 1091 157 1091 177 1091 179 1091 180	BENES, JAMES J, & ASSOCS, INC 000811 000812 000813 000814 000815 000816 000817		01 04/30/2010 01 04/30/2010 01 04/30/2010 01 04/30/2010 01 04/30/2010 01 04/30/2010 01 04/30/2010	110-6040-431.30-26 110-6040-431.30-26 110-6040-431.30-26 110-6040-431.30-26 110-6040-431.30-26 110-6040-431.30-26 110-6040-431.30-26	PROF ENG SVCS PROF ENG SVCS PROF ENG SVCS PROF ENG SVCS PROF ENG SVCS PROF ENG SVCS PROF ENG SVCS	159.45 272.95 1,091.81 637.79 1,713.39 398.62 398.62	
						VENDOR TOTAL *	4,672.63
0000059 4/5-12/10 4/5-12/10 4/5-12/10	BERGHEGER, BRIAN-PETTY CASH 000432 000433 000434		01 04/15/2010 01 04/15/2010 01 04/15/2010	110-7060-451.60-42 110-7060-451.60-37 110-7060-451.60-54	VOLUNTEER RECRUITMENT CHAMBER LUNCHEON MILEAGE REIMBURSEMENT	CHECK #: 134030 CHECK #: 134030 CHECK #: 134030	225.06 30.00 3.80
						VENDOR TOTAL *	.00
0013075 22761 22761	BERKELEY TRUCKING INC 000940 000941		01 04/30/2010 01 04/30/2010	510-6052-501.40-57 510-6052-501.30-81	STONE HAULING SVCS	3,318.28 1,575.00	
						VENDOR TOTAL *	4,893.28
0018778	BORBATH, ZOLTAN						

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VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0018778	BORBATH, ZOLTAN						
JAN-DEC 2009	001077		01 04/30/2010	110-0000-313.03-03	UTILITY TAX REBATE	8.65	
JAN-DEC 2009	001078		01 04/30/2010	110-0000-313.01-01	UTILITY TAX REBATE	4.83	
VENDOR TOTAL *						13.48	
0015915	BORDEN DECAL CO						
00077808	007063		01 03/04/2010	110-6040-431.40-65	VEHICLE LICENSE DECALS	CHECK #: 132580	7,005.40-
00077808	007063		01 04/07/2010	110-6040-431.40-65	VEHICLE LICENSE DECALS	CHECK #: 133613	7,005.40
VENDOR TOTAL *						.00	
0016697	BORDIGNON, ANTHONY						
04/01-04/15/10	000582		01 04/30/2010	110-0086-453.30-52	CATV PROF SVCS	162.50	
VENDOR TOTAL *						162.50	
0018773	BORTA, WILLIAM						
2023B	000942		01 04/30/2010	110-0000-331.07-00	VEHICLE STICKER REFUND	67.50	
VENDOR TOTAL *						67.50	
0001899	BRISTOL HOSE & FITTING MAIN WAREHSE						
00238608	000639		01 04/30/2010	110-6047-512.50-16	TRK/PARTS F-1	24.96	
00239466	000967		01 04/30/2010	110-6047-512.50-08	REGULATORS	80.42	
00239062	000968		01 04/30/2010	110-6047-512.50-02	TRK/PARTS PW52	99.64	
VENDOR TOTAL *						205.02	
0007057	BROADCAST PRODUCTION SERVICES INC						
04/01-04/15/10	000580		01 04/30/2010	110-0086-453.30-52	CATV PROF SVCS	143.00	
VENDOR TOTAL *						143.00	
0000084	BURGIN, DENNIS						
04/01-04/15/10	000578		01 04/30/2010	110-0086-453.30-52	CATV PROF SVCS	130.00	
VENDOR TOTAL *						130.00	
0013662	BURRIS EQPT CO						
PS50816	000389		01 04/30/2010	110-6047-512.50-16	FILTERS	35.39	
VENDOR TOTAL *						35.39	
0009267	C J C AUTO PARTS & TIRES						
627528	000385		01 04/30/2010	110-6047-512.50-16	BRAKE CLEAN/DEGREASER	275.88	
627538	000635		01 04/30/2010	110-6047-512.50-16	TRK/PARTS PD-1	15.17	
627547	000636		01 04/30/2010	110-6047-512.50-16	TRK/PARTS PD-1/STOCK	149.52	
628685	000974		01 04/30/2010	110-6047-512.50-16	STOCK	64.88	
628722	000975		01 04/30/2010	110-6047-512.50-16	RAD CAP	4.88	
VENDOR TOTAL *						510.33	
0017304	CAMPBELL CENTER						
04/22/2010	001067		01 04/30/2010	110-7060-451.60-11	REGISTRATION	263.00	
VENDOR TOTAL *						263.00	
0008716	CASE LOTS INC						

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VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0008716	CASE LOTS INC						
022646	000652		01 04/30/2010	110-6041-432.40-98	SUPPLIES	34.49	
022646	000653		01 04/30/2010	110-6043-434.40-98	SUPPLIES	34.48	
022646	000654		01 04/30/2010	110-6044-435.40-98	SUPPLIES	34.48	
022646	000656		01 04/30/2010	110-6047-512.40-24	SUPPLIES	103.46	
022646	000655		01 04/30/2010	510-6052-501.40-98	SUPPLIES	34.48	
022646	000657		01 04/30/2010	510-6057-502.40-24	SUPPLIES	103.46	
					VENDOR TOTAL *	344.85	
0018757 4/14/10	CENTER FOR PUBLIC SAFETY EXCELLENCE 000435		01 04/15/2010	110-4020-422.60-11	PUBLIC SAFETY MANUAL	CHECK #: 134031	91.95
					VENDOR TOTAL *	.00	91.95
0004292 04/06/2010	CENTRAL STATES WATER 008917		01 04/08/2010	510-6050-501.60-11	REGISTRATION	CHECK #: 133308	195.00-
					VENDOR TOTAL *	.00	195.00-
0014291 33762	CERTIFION CORP-ENTERSECT 000627		01 04/30/2010	110-5030-421.30-98	MONTHLY FEE		84.95
					VENDOR TOTAL *		84.95
0018051 INV023365	CHAMPION CONTAINER CORP 000853		01 04/30/2010	110-5030-421.40-98	EVIDENCE SUPPLIES		392.64
					VENDOR TOTAL *		392.64
0018380 4/21/10	CHICAGO CHAPTER OF AAPA 000429		01 04/09/2010	110-0000-101.02-00	SEMINAR REGISTRATION	CHECK #: 133614	15.00
					VENDOR TOTAL *	.00	15.00
0014402 346470 347194 347064 347288 347417	CHICAGO PARTS & SOUND LLC 000950 000951 000952 000953 001074		01 04/30/2010 01 04/30/2010 01 04/30/2010 01 04/30/2010 01 04/30/2010	110-6047-512.50-16 110-6047-512.50-16 110-6047-512.40-34 110-6047-512.50-16 110-6047-512.50-16	TRK/PARTS PD-17 AUTO/PARTS E-6 OIL PARTS/SUPPLIES PARTS/SUPPLIES	66.56 48.02 347.40 115.08 132.28	
					VENDOR TOTAL *	709.34	
0018755 194 N YORK	CHRISTOPH, W LLOYD 000631		01 04/30/2010	110-4021-425.80-05	WIRELESS RADIO ALARM		1,500.00
					VENDOR TOTAL *	1,500.00	
0012699 0343630959	CINTAS FIRST AID & SAFETY 000520		01 04/30/2010	110-6046-418.50-01	AED PADS		64.90
					VENDOR TOTAL *	64.90	
0008670 66626	CIRCLE HARDWARE INC 000620		01 04/30/2010	110-6046-418.50-01	DOOR REPAIR		177.30
					VENDOR TOTAL *	177.30	
0000630	CLASSIC GRAPHIC INDUSTRIES INC						

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VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0018641 3	DESIGN CONSULTING ENGINEERS 000860		01 04/30/2010	530-0088-503.80-19	PARKING IMPROVEMENTS	10,591.00	
					VENDOR TOTAL *	10,591.00	
0014277 500209284	DEX 000610		01 04/30/2010	110-7060-451.30-75	ADVERTISING CHARGES	72.50	
					VENDOR TOTAL *	72.50	
0018318 03/01/2010	DICIANNI, III, PETER P 001079		01 04/30/2010	110-1001-411.60-11	EXPENSE REIMBURSEMENT	84.08	
					VENDOR TOTAL *	84.08	
0000148 C98938 C98938	DITCH WITCH MIDWEST 000388 000387		01 04/30/2010 01 04/30/2010	110-6040-431.40-98 510-6050-501.40-98	CARRY BAG CARRY BAG	41.97 41.96	
					VENDOR TOTAL *	83.93	
0018751 4698	DOHERTY, ELIZABETH 000394		01 04/30/2010	110-0000-260.02-00	VEHICLE STICKER REFUND	9.00	
					VENDOR TOTAL *	9.00	
0005777 8 8 100331 8	DOWN UNDER CONSTRUCTION 000426 000427 000488 000428		01 04/30/2010 01 04/30/2010 01 04/30/2010 01 04/30/2010	110-6041-432.80-14 110-6041-432.30-55 510-6052-501.80-12 510-6056-502.80-13	2009 REAR YARD DRAIN PROG 2009 REAR YARD DRAIN PROG WATER SERVICE UPGRADE 2009 REAR YARD DRAIN PROG	2,484.07 3,994.77 5,750.00 7,563.34	
					VENDOR TOTAL *	19,792.18	
0000152 1689051 1689911 1689155	DREISILKER ELECTRIC MOTORS 000617 000619 000618		01 04/30/2010 01 04/30/2010 01 04/30/2010	110-6046-418.50-01 110-6046-418.50-01 530-0088-503.50-14	EXHAUST FAN REPAIR EXHAUST FAN REPAIR EXHAUST FAN REPAIR	340.43 393.45 384.56	
					VENDOR TOTAL *	1,118.44	
0004790 18510	DRYDON EQPT, INC 000926		01 04/30/2010	510-6052-501.50-08	POLYBLEND REPAIR	308.27	
					VENDOR TOTAL *	308.27	
0001763 04/15/2010	DUBIEL, BRUCE B 001040		01 04/30/2010	110-4025-424.60-11	EXPENSE REIMBURSEMENT	180.00	
					VENDOR TOTAL *	180.00	
0018766 04/01/2010	DUONG, HAI 000515		01 04/30/2010	530-0000-341.50-00	PARKING OVERPAYMENT	3.50	
					VENDOR TOTAL *	3.50	
0000624 D. SCHMIDTKE	DUPAGE CNTY CLERK 000803		01 04/30/2010	110-1001-411.60-37	NOTARY CERTIFICATE	10.00	*
					VENDOR TOTAL *	10.00	
0000159	DUPAGE COUNTY ANIMAL CARE & CONTROL						

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0000159 255-15852	DUPAGE COUNTY ANIMAL CARE & CONTROL 000857		01 04/30/2010	110-5030-421.60-01	ANIMAL CONTROL	25.00	
					VENDOR TOTAL *	25.00	
0008703 4/14/10	DUPAGE COUNTY POLICE CHIEFS SECRE 000430		01 04/09/2010	110-5030-421.60-11	SEMINAR REGISTRATIONS	CHECK #: 133615	16.00
					VENDOR TOTAL *	.00	16.00
0000161 201003100061	DUPAGE COUNTY RECORDER 000360		01 04/30/2010	110-1001-411.30-54	RECORDING SVCS	9.00	
					VENDOR TOTAL *	9.00	
0007246 7468	DUPAGE COUNTY TREASURER-IT 000628		01 04/30/2010	110-5030-421.30-27	MONTHLY FEE	250.00	
					VENDOR TOTAL *	250.00	
0000165 6182	DUPAGE MAYORS & MANAGERS CONFERENCE 000486		01 04/30/2010	110-1001-411.60-11	PR WORKSHOP	50.00	
					VENDOR TOTAL *	50.00	
0000167 030700 030755	DUPAGE TOPSOIL INC 000444 000672		01 04/30/2010 01 04/30/2010	110-6043-434.40-59 110-6043-434.40-59	TOPSOIL TOPSOIL	530.00 265.00	
					VENDOR TOTAL *	795.00	
0016210 0018003-IN	DYNAMIC IMAGING SYSTEMS INC 000500		01 04/30/2010	110-2008-413.50-22	SERVER MAINT	2,237.00	
					VENDOR TOTAL *	2,237.00	
0017385 200600713	EDEN BROTHERS 000443		01 04/30/2010	510-6052-501.40-31	LEAK LOCATION SVCS	7,780.00	
					VENDOR TOTAL *	7,780.00	
0009479 2413A	ELGIN SWEEPING SERVICES, INC 000836		01 04/30/2010	110-6041-432.30-98	STREET SWEEPING	654.84	
					VENDOR TOTAL *	654.84	
0014621 7504366944 7504366944 7504366944 7504366944 7504366944	ELMHURST CLAIMS ACCOUNT - CLAIM SVC 000347 000573 000348 000574 000575		01 04/30/2010 01 04/30/2010 01 04/30/2010 01 04/30/2010 01 04/30/2010	110-5030-421.20-07 110-5030-421.20-07 110-6040-431.20-07 110-6040-431.20-07 510-6055-502.20-07	SELF INSURED LOSS FUND SELF INSURED LOSS FUND SELF INSURED LOSS FUND SELF INSURED LOSS FUND SELF INSURED LOSS FUND	1,290.34 10,136.47 1,107.96 702.32 422.81	
					VENDOR TOTAL *	13,659.90	
0018248 7504366944 7504366944	ELMHURST CLAIMS ACCT (NOVAPRO) 000397 000398		01 04/30/2010 01 04/30/2010	110-0082-416.60-02 110-0082-416.60-28	SELF INSURED LOSS FUND SELF INSURED LOSS FUND	2,666.65 15,607.05	
					VENDOR TOTAL *	18,273.70	
0005791	ELMHURST FORD						

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0015916	FIFTH THIRD BANK -				PROCUREMENT CARD		
APR 15, 2010	001021		01 04/23/2010	110-7060-451.60-98	AMZ*AMAZON PAYMENTS	1.32-	
APR 15, 2010	001022		01 04/23/2010	210-8070-452.40-33	ILLINOIS LIBRARY ASSOC	60.00	
APR 15, 2010	001023		01 04/23/2010	210-8070-452.30-37	AMZ*AMAZON PAYMENTS	25.48	
APR 15, 2010	001024		01 04/23/2010	210-8070-452.30-53	ISTOCK INTERNATIONAL	39.00	
APR 15, 2010	001025		01 04/23/2010	210-8070-452.40-33	THAWTE	495.00	
APR 15, 2010	001026		01 04/23/2010	210-8070-452.40-66	ZUMBA FITNESS	69.45	
APR 15, 2010	001027		01 04/23/2010	210-8070-452.40-66	RES SHOPTHIRTEEN.ORG	25.94	
APR 15, 2010	001028		01 04/23/2010	210-8070-452.40-04	IICLE	1,162.00	
APR 15, 2010	001029		01 04/23/2010	210-8070-452.40-04	FAMILYMAPS.COM	55.45	
APR 15, 2010	001030		01 04/23/2010	210-8070-452.40-04	WEM RECORDS	16.94	
APR 15, 2010	001031		01 04/23/2010	210-8070-452.40-04	CENTER FOR SPEECH & LA	15.40	
APR 15, 2010	001032		01 04/23/2010	210-8070-452.40-04	CEMETERY DANCE PUBLICA	162.00	
APR 15, 2010	001033		01 04/23/2010	210-8070-452.40-04	AMOS HOBBY	45.98	
APR 15, 2010	001034		01 04/23/2010	210-8070-452.40-35	PLO HEARTHSONG	54.95	
APR 15, 2010	001014		01 04/23/2010	510-6050-501.60-11	NIU OUTREACH	310.00	
APR 15, 2010	001016		01 04/23/2010	510-6050-501.60-11	HILTON HOTELS-MONONA T	171.16	
APR 15, 2010	001017		01 04/23/2010	510-6050-501.60-11	HILTON HOTELS-MONONA T	159.16	
APR 15, 2010	001015		01 04/23/2010	510-6051-501.30-33	ENVIRONMENTAL RESOURCE	467.23	
APR 15, 2010	001011		01 04/23/2010	530-0088-503.50-14	AC RADIO SUPPLY INC	1,138.32-	
						VENDOR TOTAL *	6,874.22
0000648	FILTER RENU OF ILLINOIS, INC						
81371	000824		01 04/30/2010	110-6047-512.50-02	FILTERS RENEWED	66.39	
						VENDOR TOTAL *	66.39
0010413	FLAGSUSA.COM						
46448	000954		01 04/30/2010	110-1001-411.60-56	FLAGS	74.00	
46401	000661		01 04/30/2010	110-6044-435.40-98	FLAGS	235.00	
						VENDOR TOTAL *	309.00
0005438	FLEET SAFETY SUPPLY						
50062	000642		01 04/30/2010	110-5030-421.80-06	SET UP NEW VEHICLE/PD-25,	41.28	
50031	000641		01 04/30/2010	110-6047-512.50-16	LINEAR STROBE	97.21	
						VENDOR TOTAL *	138.49
0000220	FLESCH CO INC, GORDON						
ORL229	000424		01 04/30/2010	110-5030-421.40-98	LABELS	27.86	
ORL22A	000496		01 04/30/2010	110-5030-421.40-98	LABELS	27.86	
						VENDOR TOTAL *	55.72
0017843	FLUIDCLARITY						
9004-6	000390		01 04/30/2010	110-6040-431.30-26	ENGINEERING	1,613.52	
						VENDOR TOTAL *	1,613.52
0002222	FORESMAN, RICH						
04/01-04/15/10	000576		01 04/30/2010	110-0086-453.30-52	CATV PROF SVCS	52.00	
						VENDOR TOTAL *	52.00
0008274	GALLAGHER MATERIALS, INC						

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0008274	GALLAGHER MATERIALS, INC						
621354MB	000489		01 04/30/2010	110-6041-432.40-02	ASPHALT	2,202.12	
621389MB	000837		01 04/30/2010	110-6041-432.40-02	ASPHALT	2,206.44	
621421MB	000983		01 04/30/2010	110-6041-432.40-02	ASPHALT	2,196.72	
					VENDOR TOTAL *	6,605.28	
0000242	GRAINGER						
9225664078	000825		01 04/30/2010	110-6041-432.40-98	SUPPLIES	33.84	
9225664078	000826		01 04/30/2010	110-6043-434.40-98	SUPPLIES	33.84	
9225664078	000829		01 04/30/2010	110-6044-435.40-98	SUPPLIES	44.46	
9225664078	000827		01 04/30/2010	110-6046-418.40-98	SUPPLIES	33.84	
9225664078	000830		01 04/30/2010	110-6047-512.50-16	SUPPLIES	221.04	
9225664078	000828		01 04/30/2010	510-6052-501.40-98	SUPPLIES	33.84	
					VENDOR TOTAL *	400.86	
0011686	GRAND AUTO PARTS						
152674	000637		01 04/30/2010	110-6047-512.50-16	TRK/PARTS PD-1/STOCK	37.51	
152753	000638		01 04/30/2010	110-6047-512.50-16	STOCK	24.00	
152931	000972		01 04/30/2010	110-6047-512.50-16	TRK/PARTS F-13	19.02	
152863	000973		01 04/30/2010	110-6047-512.50-16	STOCK	25.00	
					VENDOR TOTAL *	105.53	
0016856	GRANITO, FRANK						
04/01-04/15/10	000577		01 04/30/2010	110-0086-453.30-52	CATV PROF SVCS	117.00	
					VENDOR TOTAL *	117.00	
0000247	GRAYBAR						
946894845	000822		01 04/30/2010	110-6044-435.40-98	FUSE HOLDERS	276.69	
					VENDOR TOTAL *	276.69	
0000255	HAHN & ASSOCS, LTD						
MAY 2010	000626		01 04/30/2010	110-5030-421.30-48	SOCIAL SERVICE	4,203.04	
					VENDOR TOTAL *	4,203.04	
0015904	HD SUPPLY WATERWORKS, LTD						
1225960	000980		01 04/30/2010	510-6052-501.40-51	SERVICE LINES	460.80	
					VENDOR TOTAL *	460.80	
0011839	HEALTHCARE SERVICE CORP						
014582	000746		01 04/30/2010	110-1001-411.20-04	HEALTH INS	3,541.84	
014582	000747		01 04/30/2010	110-2006-413.20-04	HEALTH INS	19,975.97	
014582	000748		01 04/30/2010	110-2007-413.20-04	HEALTH INS	3,315.16	
014582	000749		01 04/30/2010	110-3015-414.20-04	HEALTH INS	3,768.52	
014582	000750		01 04/30/2010	110-4020-422.20-04	HEALTH INS	71,176.80	
014582	000751		01 04/30/2010	110-4025-424.20-04	HEALTH INS	8,132.06	
014582	000752		01 04/30/2010	110-5030-421.20-04	HEALTH INS	107,728.58	
014582	000753		01 04/30/2010	110-6040-431.20-04	HEALTH INS	29,581.44	
014582	000754		01 04/30/2010	110-7060-451.20-04	HEALTH INS	5,015.24	
014582	000755		01 04/30/2010	210-8070-452.20-04	HEALTH INS	19,805.97	

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0011839	HEALTHCARE SERVICE CORP							
014582	000756			01 04/30/2010	510-6050-501.20-04	HEALTH INS	3,626.84	
014582	000757			01 04/30/2010	510-6055-502.20-04	HEALTH INS	4,958.57	
014582	000758			01 04/30/2010	530-0088-503.20-04	HEALTH INS	2,720.15	
VENDOR TOTAL *							283,347.14	
0012748	HEDMAN, ERIC							
04/14/2010	000633			01 04/30/2010	110-4020-422.60-98	EXPENSE REIMBURSEMENT	304.45	
VENDOR TOTAL *							304.45	
0004296	HIGHLAND ESTATES COFFEE TRADERS							
052560020162	000485			01 04/30/2010	110-6046-418.40-98	VENDING MACHINE REFILL	55.23	
VENDOR TOTAL *							55.23	
0016644	HOEL, ROBERT							
401 E NIAGARA	000819			01 04/30/2010	510-6056-502.30-90	SEWER LINE REIMBURSEMENT	2,000.00	
VENDOR TOTAL *							2,000.00	
0006864	HOME DEPOT 1919-NORTHLAKE							
005251/5012708	000468			01 04/30/2010	110-5030-421.50-01	DOOR REPAIR	11.44	
VENDOR TOTAL *							11.44	
0012341	HOME DEPOT 1982-OAKBROOK TERR							
029249/2015863	001076			01 04/30/2010	110-4020-422.60-11	TRAINING TOWER REPAIRS	345.86	
023161/8029308	000467			01 04/30/2010	110-6046-418.40-53	TOTES	62.82	
3025503	000505			01 04/30/2010	110-6046-418.50-01	CARPET CLEANER	34.94	
VENDOR TOTAL *							443.62	
0007329	IKON OFFICE SOLUTIONS							
5013952137	000843			01 04/30/2010	110-5030-421.30-21	COPIER MAINT	179.98	
VENDOR TOTAL *							179.98	
0001818	IL CITY/COUNTY MGMT ASSOC							
4/15/10	000431			01 04/15/2010	110-2008-413.60-11	LUNCHEON REGISTRATIONS	CHECK #: 134029	75.00
VENDOR TOTAL *							.00	75.00
0001192	IL COALITION							
6497R	000629			01 04/30/2010	110-5030-421.40-33	HANDBOOKS	92.41	
VENDOR TOTAL *							92.41	
0011955	IL DEPT OF TRANSPORTATION-FIN SVCS							
36278	000832			01 04/30/2010	110-6044-435.30-71	MONTHLY SVC	1,131.00	
VENDOR TOTAL *							1,131.00	
0006063	IL HISTORIC PRESERVATION AGENCY							
04/13/2010	000370			01 04/30/2010	110-7060-451.60-51	SUBSCRIPTION	10.00	
VENDOR TOTAL *							10.00	
0007682	IL JUVENILE OFFICERS ASSN							

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0007682 04/20/2010	IL JUVENILE OFFICERS ASSN 001070			01 04/30/2010	110-5030-421.60-11	TRAINING CLASS	250.00	
						VENDOR TOTAL *	250.00	
0000291 4/19/10	IL SEC OF STATE - TITLE APPLIC FEES,CK GRP-1 000799			01 04/30/2010	110-5030-421.60-27	CASE 09-038872	95.00	
						VENDOR TOTAL *	95.00	
0000291 4/19/10	IL SEC OF STATE - TITLE APPLIC FEES,CK GRP-2 000800			01 04/30/2010	110-5030-421.60-27	CASE 09-049312	95.00	
						VENDOR TOTAL *	95.00	
0000291 4/19/10	IL SEC OF STATE - TITLE APPLIC FEES,CK GRP-3 000801			01 04/30/2010	110-5030-421.60-27	CASE 08-028337	95.00	
						VENDOR TOTAL *	95.00	
0001319 4/20/10	IL SEC OF STATE - VEHICLE SVCS,CK GRP-1 000802			01 04/30/2010	110-6047-512.60-55	PW-88 TITLE & PLATES	10.00	
						VENDOR TOTAL *	10.00	
0016800 4003307	INFOPRINT SOLUTIONS CO 000499			01 04/30/2010	110-2008-413.50-22	PRINTER MAINT	471.00	
						VENDOR TOTAL *	471.00	
0006347 002-1145192	INLAND COMMERCIAL PROPERTY MGT INC 000804			01 04/30/2010	530-0088-503.50-15	MONTHLY MAINT CONTRACT	1,150.00	
						VENDOR TOTAL *	1,150.00	
0010731 110105443	INTERSTATE BATTERY SYSTEM OF 000981			01 04/30/2010	110-6047-512.50-16	PARTS/SUPPLIES	375.80	
						VENDOR TOTAL *	375.80	
0000344 1203-6518176 1203-6520047 1203-6554386	JC LICHT - NETWORK PLACE 000516 000517 000518			01 04/30/2010 01 04/30/2010 01 04/30/2010	110-5030-421.50-01 110-5030-421.50-01 110-5030-421.50-01	PAINT PAINT PAINT	27.21 31.36 55.68	
						VENDOR TOTAL *	114.25	
0000976 90426	JIM'S TOWING,CK GRP-1 000698			01 04/30/2010	110-5030-421.60-27	CASE 10-012863	350.00	
						VENDOR TOTAL *	350.00	
0000976 90520	JIM'S TOWING,CK GRP-2 000798			01 04/30/2010	110-5030-421.60-27	CASE 10-012552	350.00	
						VENDOR TOTAL *	350.00	
0018767 9754	JOHNSON, PHILIP 000615			01 04/30/2010	110-0000-260.02-00	VEHICLE STICKER REFUND	36.00	
						VENDOR TOTAL *	36.00	
0018765	JORNS, RON							

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0018765	JORNS, RON 707 S BERKLEY 000490		01 04/30/2010	510-6056-502.30-90	SEWER LINE REIMBURSEMENT	1,527.50	
VENDOR TOTAL *						1,527.50	
0018758	KACZMAREK, GEORGIA 8162 000421		01 04/30/2010	110-0000-260.02-00	VEHICLE STICKER REFUND	9.00	
VENDOR TOTAL *						9.00	
0000314	KALE UNIFORMS						
P357652	000497		01 04/30/2010	110-5030-421.40-11	UNIFORM SUPPLIES	410.85	
428785	000498		01 04/30/2010	110-5030-421.40-11	UNIFORM SUPPLIES	74.90	
443967	000847		01 04/30/2010	110-5030-421.40-11	UNIFORM SUPPLIES	74.90	
443966	000848		01 04/30/2010	110-5030-421.40-11	UNIFORM SUPPLIES	179.88	
443965	000849		01 04/30/2010	110-5030-421.40-11	UNIFORM SUPPLIES	56.95	
443964	000850		01 04/30/2010	110-5030-421.40-11	UNIFORM SUPPLIES	92.97	
443963	000851		01 04/30/2010	110-5030-421.40-11	UNIFORM SUPPLIES	7.95	
443969	000852		01 04/30/2010	110-5030-421.40-11	UNIFORM SUPPLIES	17.99	
VENDOR TOTAL *						916.39	
0000323	KIEFT BROTHERS, INC - A/P						
162569	000525		01 04/30/2010	110-6046-418.50-01	ROOF DRAIN REPAIR	114.50	
162570	000526		01 04/30/2010	110-6046-418.50-01	ROOF DRAIN REPAIR	14.75	
VENDOR TOTAL *						129.25	
0011896	KIMBALL MIDWEST						
1452099	000645		01 04/30/2010	110-6047-512.50-16	NUTS/BOLTS/SUPPLIES	124.02	
1459403	000962		01 04/30/2010	110-6047-512.50-16	NUTS/BOLTS/SUPPLIES	209.68	
VENDOR TOTAL *						333.70	
0015660	KINGS POINT TRUCK LANE						
19610	000646		01 04/30/2010	110-6047-512.50-02	SAFETY TEST/PW96,PW71,PW	75.00	
19700	000961		01 04/30/2010	110-6047-512.50-02	SAFETY TEST/PW115	25.00	
VENDOR TOTAL *						100.00	
0018768	KLEIN, DOUGLAS						
JAN-DEC 2009	000611		01 04/30/2010	110-0000-313.01-01	UTILITY TAX REBATE	13.91	
JAN-DEC 2009	000612		01 04/30/2010	110-0000-313.02-02	UTILITY TAX REBATE	8.23	
JAN-DEC 2009	000613		01 04/30/2010	110-0000-260.02-00	UTILITY TAX REBATE	18.00	
VENDOR TOTAL *						40.14	
0001559	KVETON, JAMES						
08/28-09-01/10	000396		01 04/30/2010	110-5030-421.60-11	EXPENSE REIMBURSEMENT	2,600.00	
VENDOR TOTAL *						2,600.00	
0013313	LEACH ENTERPRISES, INC						
902744	000662		01 04/30/2010	110-6047-512.50-16	FILTERS	82.18	
902836	000663		01 04/30/2010	110-6047-512.50-16	FILTERS	70.35	
VENDOR TOTAL *						152.53	
0006622	LEN'S ACE HARDWARE						

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0006622 120683/1	LEN'S ACE HARDWARE 000946		01 04/30/2010	110-6043-434.40-98	BUCKLE REPLACEMENT	2.49	
						VENDOR TOTAL *	2.49
0000509 04/01-04/15/10	LILJEBERG, GLEN R. 000579		01 04/30/2010	110-0086-453.30-52	CATV PROF SVCS	143.00	
						VENDOR TOTAL *	143.00
0018770 10/01/2009 02/07/2010	LOHMN, LYNN 000809 000810		01 04/30/2010 01 04/30/2010	110-2007-413.60-11 110-2007-413.60-11	EXPENSE REIMBURSEMENT EXPENSE REIMBURSEMENT	299.00 299.00	
						VENDOR TOTAL *	598.00
0000617 46367	M & M REPORTING, INC 000453		01 04/30/2010	110-3015-414.30-13	COURT REPORTING	394.00	
						VENDOR TOTAL *	394.00
0007486 10	MAMMA MARIA'S PIZZA 001068		01 04/30/2010	110-5030-421.60-08	MEETING REFRESHMENTS	73.75	
						VENDOR TOTAL *	73.75
0007176 07117144 07117145 07117042	MCCANN INDUSTRIES INC 000647 000648 000649		01 04/30/2010 01 04/30/2010 01 04/30/2010	110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16	TRK/PARTS PW3 TRK/PARTS PW3 TRK/PARTS PW3	50.12 109.14 157.23	
						VENDOR TOTAL *	316.49
0001049 08611797999 08611797999 08611797999 08611797999 08611797999 08611797999 08611797999 08611797999 08611797999 08611797999 08611797999 08611797999 08611797999 08611797999	MCI 000484 000473 000474 000482 000483 000475 000476 000477 000478 000479 000480 000481		01 04/30/2010 01 04/30/2010	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	.13 16.90 8.91 2.44 107.37 5.22 8.85 1.06 156.25 27.40 11.53 14.87	
						VENDOR TOTAL *	360.93
0002941 50974498 51216964 50837438 51216963 51073669 50585189	MCMaster-CARR SUPPLY CO-A/P ADDRESS 000463 000459 000460 000461 000462 000464		01 04/30/2010 01 04/30/2010 01 04/30/2010 01 04/30/2010 01 04/30/2010 01 04/30/2010	110-5030-421.50-01 110-6046-418.50-01 110-6046-418.50-01 110-6046-418.50-01 110-6046-418.50-01 110-6046-418.40-53	DOOR KICK PLATE FAN BELTS PIPE INSULATION DOOR REPAIR PAPER TOOLS	153.44 17.55 93.08 191.22 75.77 155.14	

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VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0002941	MCMASTER-CARR SUPPLY CO-A/P ADDRESS						
50446085	000465		01 04/30/2010	110-6046-418.40-53	DRILL BIT	35.14	
50585188	000466		01 04/30/2010	110-6046-418.50-01	DOOR REPAIR	60.57	
51667879	000923		01 04/30/2010	510-6052-501.50-07	GENERATOR CONNECTION	124.01	
51897427	000924		01 04/30/2010	510-6052-501.40-67	SCREWS	200.80	
					VENDOR TOTAL *	1,106.72	
0000366	MEL'S ACE HARDWARE						
409542/4	000634		01 04/30/2010	110-6043-434.40-53	TOOLS	86.35	
412635/4	000933		01 04/30/2010	510-6052-501.50-18	PUMP REPAIR	6.74	
					VENDOR TOTAL *	93.09	
0000368	METRO PARAMEDIC SERVICES, INC						
278-000799	000457		01 04/30/2010	110-0084-442.30-01	AMBULANCE SVC/MAY 2010	13,339.32	
					VENDOR TOTAL *	13,339.32	
0007364	METROPOLITAN LIFE INSURANCE CO						
00112	000785		01 04/30/2010	110-1001-411.20-05	DENTAL INS	287.71	
00112	000786		01 04/30/2010	110-2006-413.20-05	DENTAL INS	1,309.57	
00112	000787		01 04/30/2010	110-2007-413.20-05	DENTAL INS	226.53	
00112	000788		01 04/30/2010	110-3015-414.20-05	DENTAL INS	236.45	
00112	000789		01 04/30/2010	110-4020-422.20-05	DENTAL INS	3,917.12	
00112	000790		01 04/30/2010	110-4025-424.20-05	DENTAL INS	279.44	
00112	000791		01 04/30/2010	110-5030-421.20-05	DENTAL INS	6,384.13	
00112	000792		01 04/30/2010	110-6040-431.20-05	DENTAL INS	1,914.74	
00112	000793		01 04/30/2010	110-7060-451.20-05	DENTAL INS	338.97	
00112	000794		01 04/30/2010	210-8070-452.20-05	DENTAL INS	960.68	
00112	000795		01 04/30/2010	510-6050-501.20-05	DENTAL INS	307.55	
00112	000796		01 04/30/2010	510-6055-502.20-05	DENTAL INS	214.95	
00112	000797		01 04/30/2010	530-0088-503.20-05	DENTAL INS	157.08	
					VENDOR TOTAL *	16,534.92	
0011413	MICRO MANAGEMENT TECHNOLOGIES						
11076	000987		01 04/30/2010	110-4025-424.30-40	MICROFILMING	1,480.04	
					VENDOR TOTAL *	1,480.04	
0016953	MID CENTRAL WATER WORKS ASSN						
2010	000487		01 04/30/2010	510-6050-501.60-11	MEMBERSHIP	50.00	
					VENDOR TOTAL *	50.00	
0000631	MIDWEST ELECTRICAL APPLIANCE						
29084	000519		01 04/30/2010	110-6046-418.50-01	COFFEE POT REPAIR	18.50	
					VENDOR TOTAL *	18.50	
0014123	MIDWEST OFFICE INTERIORS, INC						
246704	000623		01 04/30/2010	110-5030-421.50-01	CARPET TILES	838.02	
					VENDOR TOTAL *	838.02	
0017125	MIDWEST OPERATING ENGRS H & W						

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0017125	MIDWEST OPERATING ENGRS H & W						
JUNE 2010	001063		01 04/30/2010	110-6040-431.20-04	HEALTH INS	46,663.65	
JUNE 2010	001065		01 04/30/2010	510-6050-501.20-04	HEALTH INS	20,418.75	
JUNE 2010	001064		01 04/30/2010	510-6055-502.20-04	HEALTH INS	15,137.10	
VENDOR TOTAL *						82,219.50	
0017838	MIDWEST RECORD SERVICES LLC						
10224	000494		01 04/30/2010	110-5030-421.30-40	MICROFILMING	865.93	
10223	000495		01 04/30/2010	110-5030-421.30-40	MICROFILMING	6,460.26	
VENDOR TOTAL *						7,326.19	
0017958	MILLENNIUM FUNDING						
OP56672018	000957		01 04/30/2010	110-7060-451.60-64	SUPPLIES	31.00	
VENDOR TOTAL *						31.00	
0000378	MOTOROLA - COLLECTION CTR DR						
90236799	000960		01 04/30/2010	110-5030-421.80-06	SET UP NEW VEHICLE/PD-25,	65.56	
VENDOR TOTAL *						65.56	
0007206	MUNICIPAL CLERKS OF DUPAGE COUNTY						
05/05/2010	000858		01 04/30/2010	110-1001-411.60-11	REGISTRATION	30.00	
VENDOR TOTAL *						30.00	
0011645	MUNICIPAL EMERGENCY SERVICES						
00159689_SNV	001035		01 04/30/2010	110-4020-422.60-98	FOOTWEAR	539.77	
VENDOR TOTAL *						539.77	
0009144	MUNICIPAL FLEET MANAGERS ASSN						
2010-2011	000821		01 04/30/2010	110-6040-431.60-37	MEMBERSHIP	30.00	
VENDOR TOTAL *						30.00	
0018771	MYRLE HOWELL ARTIST GREETING CARDS						
AH 2010 101	000956		01 04/30/2010	110-7060-451.40-43	ITEMS RESALE	37.50	
VENDOR TOTAL *						37.50	
0000383	NAFISCO, INC						
95909	000840		01 04/30/2010	110-6041-432.30-06	BARRICADE RENTAL	440.00	
VENDOR TOTAL *						440.00	
0000875	NICHOLAS, ROBERT						
04/06-04/09/10	000393		01 04/30/2010	110-5030-421.60-27	EXPENSE REIMBURSEMENT	1,175.02	
VENDOR TOTAL *						1,175.02	
0005845	NICOR GAS						
54-23-78-0000	5000353		01 04/30/2010	110-4020-422.30-29	MONTHLY GAS	660.78	
26-13-75-0650	2000356		01 04/30/2010	110-4020-422.30-29	MONTHLY GAS	111.15	
5209073557	3 000915		01 04/30/2010	110-4020-422.30-29	MONTHLY GAS	451.52	
1200340000	4 000357		01 04/30/2010	110-5030-421.30-29	MONTHLY GAS	861.56	
02-25-68-0000	0000355		01 04/30/2010	110-6046-418.30-29	MONTHLY GAS	379.48	

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0005845	NICOR GAS						
1428340000	1 000358		01 04/30/2010	110-6046-418.30-29	MONTHLY GAS	321.43	
7816640000	8 000585		01 04/30/2010	110-6046-418.30-29	MONTHLY GAS	3,954.74	
7763000144	2 000586		01 04/30/2010	210-8070-452.30-29	MONTHLY GAS	3,568.98	
43-64-24-0000	6000350		01 04/30/2010	510-6056-502.30-29	MONTHLY GAS	136.94	
99-81-68-0000	9000351		01 04/30/2010	510-6056-502.30-29	MONTHLY GAS	83.28	
75-23-24-0000	4000354		01 04/30/2010	510-6056-502.30-29	MONTHLY GAS	272.54	
2403240000	4 000359		01 04/30/2010	510-6056-502.30-29	MONTHLY GAS	95.66	
53-33-68-0000	7000352		01 04/30/2010	510-6057-502.30-29	MONTHLY GAS	700.79	
VENDOR TOTAL *						11,598.85	
0000401	NORTH EAST MULTI-REGIONAL TRAINING						
131701	000422		01 04/30/2010	110-5030-421.60-11	MEMBERSHIP	6,120.00	
VENDOR TOTAL *						6,120.00	
0018680	NORTHERN IL FIRE SPRINKLER ADV BD						
03/16/2010	000458		01 04/30/2010	110-4025-424.60-11	CLASS	15.00	
VENDOR TOTAL *						15.00	
0016554	NORTHWESTERN GROUP MARKETING						
MAY 2010	000759		01 04/30/2010	110-1001-411.20-05	DENTAL INS	26.79	
MAY 2010	000772		01 04/30/2010	110-1001-411.20-04	HEALTH INS	21.70	
MAY 2010	000760		01 04/30/2010	110-2006-413.20-05	DENTAL INS	121.95	
MAY 2010	000773		01 04/30/2010	110-2006-413.20-04	HEALTH INS	122.41	
MAY 2010	000761		01 04/30/2010	110-2007-413.20-05	DENTAL INS	21.09	
MAY 2010	000774		01 04/30/2010	110-2007-413.20-04	HEALTH INS	20.31	
MAY 2010	000762		01 04/30/2010	110-3015-414.20-05	DENTAL INS	22.02	
MAY 2010	000775		01 04/30/2010	110-3015-414.20-04	HEALTH INS	23.09	
MAY 2010	000763		01 04/30/2010	110-4020-422.20-05	DENTAL INS	364.76	
MAY 2010	000776		01 04/30/2010	110-4020-422.20-04	HEALTH INS	436.15	
MAY 2010	000764		01 04/30/2010	110-4025-424.20-05	DENTAL INS	26.02	
MAY 2010	000777		01 04/30/2010	110-4025-424.20-04	HEALTH INS	49.83	
MAY 2010	000765		01 04/30/2010	110-5030-421.20-05	DENTAL INS	594.49	
MAY 2010	000778		01 04/30/2010	110-5030-421.20-04	HEALTH INS	660.13	
MAY 2010	000766		01 04/30/2010	110-6040-431.20-05	DENTAL INS	178.30	
MAY 2010	000779		01 04/30/2010	110-6040-431.20-04	HEALTH INS	181.27	
MAY 2010	000767		01 04/30/2010	110-7060-451.20-05	DENTAL INS	31.56	
MAY 2010	000780		01 04/30/2010	110-7060-451.20-04	HEALTH INS	30.73	
MAY 2010	000768		01 04/30/2010	210-8070-452.20-05	DENTAL INS	89.46	
MAY 2010	000781		01 04/30/2010	210-8070-452.20-04	HEALTH INS	121.37	
MAY 2010	000769		01 04/30/2010	510-6050-501.20-05	DENTAL INS	28.64	
MAY 2010	000782		01 04/30/2010	510-6050-501.20-04	HEALTH INS	22.22	
MAY 2010	000770		01 04/30/2010	510-6055-502.20-05	DENTAL INS	20.02	
MAY 2010	000783		01 04/30/2010	510-6055-502.20-04	HEALTH INS	30.38	
MAY 2010	000771		01 04/30/2010	530-0088-503.20-05	DENTAL INS	14.62	
MAY 2010	000784		01 04/30/2010	530-0088-503.20-04	HEALTH INS	16.69	
VENDOR TOTAL *						3,276.00	
0002228	O'HERRON CO INC, RAY - LOMBARD						

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EXPENDITURE APPROVAL LIST
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0002228	O'HERRON CO INC, RAY - LOMBARD						
0021284-IN	000842		01 04/30/2010	110-5030-421.40-98	TASER EQUIP	1,709.10	
0021282-IN	001069		01 04/30/2010	110-5030-421.30-98	EXTENDED WARRANTY	739.80	
					VENDOR TOTAL *	2,448.90	
0000886	OEC BUSINESS INTERIORS						
542516	000845		01 04/30/2010	110-5030-421.40-33	NAME PLATE	45.71	
					VENDOR TOTAL *	45.71	
0008640	OFFICE DEPOT						
516014065001	001056		01 04/30/2010	110-2006-413.40-33	SUPPLIES	53.66	
515685403001	001062		01 04/30/2010	110-2006-413.40-33	SUPPLIES	20.42	
515685403001	001061		01 04/30/2010	110-2007-413.40-33	SUPPLIES	15.45	
					VENDOR TOTAL *	89.53	
0000416	OTIS ELEVATOR CO						
CY31700002	000523		01 04/30/2010	110-5030-421.30-25	PRESSURE TEST	125.00	
CY31701002	000522		01 04/30/2010	530-0088-503.50-14	PRESSURE TEST	125.00	
					VENDOR TOTAL *	250.00	
0008717	PAT KEAN'S FRIENDLY FORD						
159828	000644		01 04/30/2010	110-6047-512.50-16	AUTO/PARTS E-29	249.43	
160023	000963		01 04/30/2010	110-6047-512.50-16	TRK/PARTS PD-35	356.42	
159982	000964		01 04/30/2010	110-6047-512.50-16	TRK/PARTS PD-35	96.84	
159963	000965		01 04/30/2010	110-6047-512.50-16	TRK/PARTS PD-17	59.44	
					VENDOR TOTAL *	762.13	
0016401	PAUL CONWAY SHIELDS						
0266872-IN	000395		01 04/30/2010	110-4020-422.60-98	FOOTWEAR	2,429.19	
					VENDOR TOTAL *	2,429.19	
0000772	PHILLIPS FLOWERS						
0594469	000673		01 04/30/2010	110-6043-434.40-98	HOLIDAY DECORATIONS	129.90	
					VENDOR TOTAL *	129.90	
0018752	PIONEER PRESS - TINLEY PARK						
395040	000369		01 04/30/2010	110-7060-451.60-51	SUBSCRIPTION	32.00	
					VENDOR TOTAL *	32.00	
0018772	PLUTA, TERRENCE J						
17688	000943		01 04/30/2010	110-0000-260.02-00	VEHICLE STICKER REFUND	54.00	
					VENDOR TOTAL *	54.00	
0013302	PRECISION CONTROL SYSTEMS OF						
14599	000622		01 04/30/2010	110-5030-421.30-98	MONTHLY MAINT FEE	262.00	
					VENDOR TOTAL *	262.00	
0018759	QUICK LANE TIRE & AUTO CENTER						
C23378	000643		01 04/30/2010	110-6047-512.50-02	TRK/PARTS PD-17	240.73	

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0018759	QUICK LANE TIRE & AUTO CENTER						
					VENDOR TOTAL *	240.73	
0010820	RADABAUGH, MARK						
04/01-04/15/10	000581		01 04/30/2010	110-0086-453.30-52	CATV PROF SVCS	156.00	
					VENDOR TOTAL *	156.00	
0018754	RATHJE, DONALD/JOHN						
182 N YORK	000632		01 04/30/2010	110-4021-425.80-05	WIRELESS RADIO ALARM	1,500.00	
					VENDOR TOTAL *	1,500.00	
0016300	RB ENTERPRISES						
77096	000834		01 04/30/2010	110-6043-434.30-34	MOWING/LANDSCAPING	4,250.70	
					VENDOR TOTAL *	4,250.70	
0007611	RIES, TRACY A						
MR Refund	MR		01 04/30/2010	110-0000-115.07-01	RIES, TRACY A	25.00	
					VENDOR TOTAL *	25.00	
0008861	ROYAL RECOGNITION						
10-06645	001066		01 04/30/2010	110-2007-413.60-23	SERVICE AWARD	218.41	
					VENDOR TOTAL *	218.41	
0006411	RUSSO'S POWER EQPT						
697865	000944		01 04/30/2010	110-6043-434.40-98	WAIST BUCKLE	4.78	
					VENDOR TOTAL *	4.78	
0018548	SAFARILAND, LLC						
110-021404	000423		01 04/30/2010	110-5030-421.40-31	ERT EQUIP	561.21	
					VENDOR TOTAL *	561.21	
0000473	SAKASH, JOHN CO INC						
247213	000937		01 04/30/2010	110-6047-512.50-16	TRK/PARTS PW17	171.30	
246726	000936		01 04/30/2010	510-6052-501.40-98	STRAPS	73.50	
					VENDOR TOTAL *	244.80	
0018779	SCHEUN, JOSHUA						
17810	001075		01 04/30/2010	110-0000-260.02-00	VEHICLE STICKER REFUND	36.00	
					VENDOR TOTAL *	36.00	
0000478	SEARS COMMERCIAL ONE						
T557451	000524		01 04/30/2010	110-6046-418.40-53	TOOL REPLACEMENT	79.97	
					VENDOR TOTAL *	79.97	
0010169	SEAWAY SUPPLY						
65906	000504		01 04/30/2010	110-6046-418.40-24	SUPPLIES	360.00	
66001	000659		01 04/30/2010	110-6046-418.40-24	SUPPLIES	401.25	
66037	000660		01 04/30/2010	110-6046-418.40-24	SUPPLIES	441.00	
					VENDOR TOTAL *	1,202.25	
0015913	SIEMENS WATER TECHNOLOGIES CORP						

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0015913	SIEMENS WATER TECHNOLOGIES CORP						
900019270	000929		01 04/30/2010	510-6057-502.50-08	PUMP REPAIR	440.13	
900027737	000930		01 04/30/2010	510-6057-502.50-08	PUMP REPAIR	424.41	
900031841	000931		01 04/30/2010	510-6057-502.50-08	PUMP REPAIR	196.60	
VENDOR TOTAL *						1,061.14	
0001868	SMITH ECOLOGICAL						
13667	000932		01 04/30/2010	510-6057-502.50-08	DETECTOR REPAIR	59.66	
VENDOR TOTAL *						59.66	
0010072	SNAP-ON INDUSTRIAL						
ARV/12271388	000959		01 04/30/2010	110-6047-512.40-53	TOOL	35.36	
VENDOR TOTAL *						35.36	
0001372	SOCIETY OF AMERICAN ARCHIVISTS						
PRO-0111473	000371		01 04/30/2010	110-7060-451.60-37	MEMBERSHIP	247.00	
VENDOR TOTAL *						247.00	
0003393	STANDARD INDUSTRIAL & AUTO EQPT, INC						
45584	000969		01 04/30/2010	110-6047-512.50-08	HOIST REPAIRS	77.00	
VENDOR TOTAL *						77.00	
0006012	STATE OF IL - DEPT OF AGRICULTURE						
246258	008842		01 04/08/2010	510-6057-502.30-33	LAB ANALYSIS		
VENDOR TOTAL *							
						CHECK #:	133504
							15.00-
							15.00-
0017966	STORINO, RAMELLO & DURKIN						
50456	000591		01 04/30/2010	110-0081-415.30-36	PROFESSIONAL SVCS	35,929.60	
50368	000594		01 04/30/2010	110-0081-415.30-36	PROFESSIONAL SVCS	3,981.25	
50460	000595		01 04/30/2010	110-0081-415.30-16	PROFESSIONAL SVCS	93.89	
50268	000599		01 04/30/2010	110-0081-415.30-36	PROFESSIONAL SVCS	910.00	
50462	000600		01 04/30/2010	110-0081-415.30-36	PROFESSIONAL SVCS	891.75	
50463	000601		01 04/30/2010	110-0081-415.30-36	PROFESSIONAL SVCS	262.50	
50464	000602		01 04/30/2010	110-0081-415.30-16	PROFESSIONAL SVCS	1,684.50	
50465	000603		01 04/30/2010	110-0081-415.30-36	PROFESSIONAL SVCS	175.00	
50466	000604		01 04/30/2010	110-0081-415.30-36	PROFESSIONAL SVCS	713.00	
50467	000605		01 04/30/2010	110-0081-415.30-36	PROFESSIONAL SVCS	1,111.25	
50327	000606		01 04/30/2010	110-0081-415.30-32	PROFESSIONAL SVCS	1,856.75	
50469	000607		01 04/30/2010	110-0081-415.30-36	PROFESSIONAL SVCS	1,671.25	
50457	000592		01 04/30/2010	310-0089-461.30-52	PROFESSIONAL SVCS	4,112.50	
50458	000593		01 04/30/2010	310-0089-461.30-52	PROFESSIONAL SVCS	2,135.00	
50266	000596		01 04/30/2010	310-0089-461.30-52	PROFESSIONAL SVCS	87.50	
50267	000597		01 04/30/2010	310-0089-461.30-52	PROFESSIONAL SVCS	2,295.34	
50470	000608		01 04/30/2010	320-0090-462.30-52	PROFESSIONAL SVCS	306.25	
50461	000598		01 04/30/2010	325-0092-465.30-52	PROFESSIONAL SVCS	784.95	
VENDOR TOTAL *						59,002.28	
0008228	SUBURBAN LABORATORIES INC						
349	000919		01 04/30/2010	510-6057-502.30-33	LAB TESTING	390.00	

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	
0008228	SUBURBAN LABORATORIES INC							
					VENDOR TOTAL *	390.00		
0002765 42664	SUBURBAN WELDING & STEEL, LLC 000650		01 04/30/2010	110-6047-512.50-02	TRK/PARTS PW170	108.61		
					VENDOR TOTAL *	108.61		
0002854 2159	SUNRISE COMMUNICATIONS, INC 000616		01 04/30/2010	110-0086-453.30-52	VIDDLER MONTHLY HOSTING	50.00		
					VENDOR TOTAL *	50.00		
0007611 MR Refund	SZYMANSKI, JAROSLAW MR		01 04/30/2010	110-0000-115.07-01	SZYMANSKI, JAROSLAW	50.00		
					VENDOR TOTAL *	50.00		
0018698 2	T MANNING CONCRETE 000859		01 04/30/2010	530-0088-503.80-19	PARKING IMPROVEMENTS	155,112.30		
					VENDOR TOTAL *	155,112.30		
0000523	TERMINAL SUPPLY CO							
49273-00	000665		01 04/30/2010	110-6041-432.40-98	SUPPLIES	32.82		
49273-00	000666		01 04/30/2010	110-6043-434.40-98	SUPPLIES	32.82		
49273-00	000667		01 04/30/2010	110-6044-435.40-98	SUPPLIES	32.82		
51336-00	001072		01 04/30/2010	110-6044-435.40-98	FLEXIBLE VINYL	454.00		
49273-00	000668		01 04/30/2010	110-6046-418.40-98	SUPPLIES	32.82		
49441-00	000664		01 04/30/2010	110-6047-512.50-16	PARTS/SUPPLIES	84.55		
49273-00	000669		01 04/30/2010	110-6047-512.40-98	SUPPLIES	32.82		
49441-01	000945		01 04/30/2010	110-6047-512.50-16	LAMP	9.64		
49273-00	000670		01 04/30/2010	510-6052-501.40-98	SUPPLIES	32.82		
49273-00	000671		01 04/30/2010	510-6057-502.40-98	SUPPLIES	32.82		
					VENDOR TOTAL *	777.93		
0005344 04/13/2010 04/13/2010	TERRY, DANIEL 000855 000856		01 04/30/2010 01 04/30/2010	110-5030-421.60-05 110-5030-421.60-11	EXPENSE REIMBURSEMENT EXPENSE REIMBURSEMENT	10.50 7.43		
					VENDOR TOTAL *	17.93		
0010950 04/14/2010	TIMMONS, CHRISTOPHER 000854		01 04/30/2010	110-5030-421.60-05	EXPENSE REIMBURSEMENT	20.00		
					VENDOR TOTAL *	20.00		
0000532 0000042244	TRAFFIC CONTROL CORP 000823		01 04/30/2010	110-6044-435.40-60	TRAFFIC SIGNAL BASE	380.89		
					VENDOR TOTAL *	380.89		
0000536 0000143440 0000143296	TREE TOWNS REPROGRAPHICS, INC 000916 000624		01 04/30/2010 01 04/30/2010	305-6041-432.80-14 510-6052-501.80-12	DIGITAL BOND COPY DIGITAL SCAN/BOND	404.00 103.60		
					VENDOR TOTAL *	507.60		
0009931	TRUCK ALIGNMENT SPECIALISTS INC							

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
0009931 063471	TRUCK ALIGNMENT SPECIALISTS INC 000651		01 04/30/2010	110-6047-512.50-02	TRK/PARTS PW136	248.92	
					VENDOR TOTAL *	248.92	
0015470 IN178919 IN178753 IN178751 IN178752	UNIFORMITY INC 001036 001037 001038 001039		01 04/30/2010 01 04/30/2010 01 04/30/2010 01 04/30/2010	110-4020-422.40-62 110-4020-422.40-62 110-4020-422.40-62 110-4020-422.40-62	UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORM SUPPLIES	51.80 87.80 61.90 141.70	
					VENDOR TOTAL *	343.20	
0003709 201403	UNIQUE PRODUCTS & SERV CORP 000384		01 04/30/2010	110-6046-418.40-24	SUPPLIES	427.69	
					VENDOR TOTAL *	427.69	
0005115 5602 5602	UNIVERSAL TAXI DISPATCH, INC 000418 000419		01 04/30/2010 01 04/30/2010	110-0083-443.60-49 110-0083-443.60-19	SENIOR CITIZEN TAXI SVC DISABLED CITIZEN TAXI SVC	288.70 24.20	
					VENDOR TOTAL *	312.90	
0017465 00005A30E3150	UPS SHIPPER 5A30E3 000831		01 04/30/2010	110-5030-421.30-49	SHIPPING FEES	29.92	
					VENDOR TOTAL *	29.92	
0000550 04/01-04/15/10	URICK, EUGENIE 000583		01 04/30/2010	110-0086-453.30-52	CATV PROF SVCS	893.75	
					VENDOR TOTAL *	893.75	
0014239 2033347-IN	UTECH ENVIRONMENTAL MFG SUP INC 000939		01 04/30/2010	510-6056-502.50-08	ROOT CUTTER REPAIR	84.51	
					VENDOR TOTAL *	84.51	
0014788 2384195698	VERIZON WIRELESS 000415		01 04/30/2010	110-2008-413.30-98	MONTHLY PHONE	1,505.60	
					VENDOR TOTAL *	1,505.60	
0014891 216769/2	VILLA PARK ACE 000925		01 04/30/2010	510-6052-501.50-07	GENERATOR CONNECTION	50.45	
					VENDOR TOTAL *	50.45	
0000560 01742544 01742647 01742372	VILLA PARK ELECTRICAL SUPPLY 000922 000920 000921		01 04/30/2010 01 04/30/2010 01 04/30/2010	110-6044-435.40-98 510-6057-502.50-10 530-0088-503.50-14	BLADE REPLACEMENT ANTENNA REPAIR PHOTO CELL REPLACEMENT	14.25 184.51 13.00	
					VENDOR TOTAL *	211.76	
0009313 183430	VULCAN, INC 001073		01 04/30/2010	110-6041-432.40-52	WING BRACKET	200.00	
					VENDOR TOTAL *	200.00	
0015717	WENTWORTH TIRE-BENSENVILLE						

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
0015717	WENTWORTH TIRE-BENSENVILLE						
485851	000658		01 04/30/2010	110-6047-512.50-20	TIRES/PW3	1,028.88	
485603	000971		01 04/30/2010	110-6047-512.50-20	TIRE DISPOSAL	19.25	
					VENDOR TOTAL *	1,048.13	
0000576	WEST SUBURBAN OP, INC.						
100463	000373		01 04/30/2010	110-4020-422.40-33	LAMINATING SUPPLIES	29.99	
100751	000846		01 04/30/2010	110-5030-421.40-33	FILE JACKETS	91.06	
100439	000372		01 04/30/2010	110-7060-451.40-33	BINDER	7.54	
100726	001071		01 04/30/2010	110-7060-451.40-33	SALES BOOK	9.50	
					VENDOR TOTAL *	138.09	
0004668	WEST TOWN REFRIGERATION						
188621	000844		01 04/30/2010	110-5030-421.30-98	MONTHLY MAINT FEE	500.00	
					VENDOR TOTAL *	500.00	
0015020	WHITE KNIGHT DETAIL						
115	000625		01 04/30/2010	110-6047-512.50-02	DETAILING SVCS/PD-34	90.00	
134	000958		01 04/30/2010	110-6047-512.50-02	DETAILING SVCS/E-2	90.00	
					VENDOR TOTAL *	180.00	
0002838	WHOLESALE DIRECT						
000177565	000947		01 04/30/2010	110-6047-512.50-16	DURA/KLEAR BLADE	45.70	
000177633	000948		01 04/30/2010	110-6047-512.50-16	DURA/KLEAR BLADE	129.45	
000177509	000949		01 04/30/2010	110-6047-512.50-16	TRK/PARTS PW73	128.04	
					VENDOR TOTAL *	303.19	
0005753	WIEHE, MICHAEL						
04/13/2010	000491		01 04/30/2010	110-5030-421.60-11	EXPENSE REIMBURSEMENT	9.00	
					VENDOR TOTAL *	9.00	
0010931	WORLD FUEL SERVICES						
287485	000425		01 04/30/2010	110-6047-512.40-19	GASOLINE	16,823.37	
					VENDOR TOTAL *	16,823.37	
0006753	3M						
SS17160	000982		01 04/30/2010	110-6041-432.40-52	STREET SIGNS	1,492.50	
					VENDOR TOTAL *	1,492.50	
0009183	303 TAXI						
17487	000416		01 04/30/2010	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	2,412.00	
17487	000417		01 04/30/2010	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	3.20	
					VENDOR TOTAL *	2,415.20	
					HAND ISSUED TOTAL ***		1,051.46
					TOTAL EXPENDITURES ****	1,186,054.07	1,051.46
				GRAND TOTAL *****			1,187,105.53



CITY OF ELMHURST
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www.elmhurst.org

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

April 26, 2010

TO: Mayor DiCianni and Members of the City Council

Re: 2010 Tree Purchase & Planting Program

The Public Works and Building Committee met on Monday, April 26, 2010, to discuss the purchase and installation of tree stock through the Suburban Tree Consortium for the City's 2010 Tree Purchase & Planting Program. This includes regular tree replacements, and new tree plantings.

Elmhurst joined the Suburban Tree Consortium in 1986 and is currently one of 36 participating members. The major purpose of the Consortium is to pool resources from several communities in an effort to obtain lower prices, a more dependable supply, and a higher quality of trees than would be available to any single municipality, or agency. The City has purchased trees through the Consortium previously and has been satisfied with the product and the competitiveness of the cost. Currently, Beaver Creek Nursery, Hinsdale Nursery, Beeson's Nursery, Possibility Place Nursery, and Wilson Nursery are contracted to supply trees and Pugsley & LaHaie provide planting services. These contracts have fixed annual prices, which are renewed upon mutual consent of the members and contractors, and are administered by the West Central Municipal Conference (WCMC). Collectively, the members purchase approximately 6,000 trees per year.

A purchase summary is attached specifying tree species, numbers required, costs, and the supplying nursery.

**cc: P.W. and
Bldg. Comm.**

Copies To All
Elected Officials

4-29-10

Mayor JPB Kopf
Hughes Strieder
4-22-10

Page 2

To: Mayor DiCianni and Members of the City Council
Re: **2010 Tree Purchase & Planting Program**

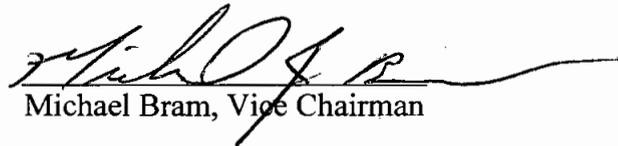
There are 575 trees scheduled to be purchased at a cost of \$93,628.50. The cost for contractor services to plant the trees is \$51,470.50. Funds have been allocated in the 2010/2011 budget, General Fund for the purchase of these trees in account number 110-6043-434-40-61 in the amount of \$150,000.00, and for planting in account number 110-6043-434-30-77 in the amount of \$71,500.00, pending Council approval of the 2010/2011 Budget.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the purchase of trees through the Suburban Tree Consortium as outlined above, be approved. 0

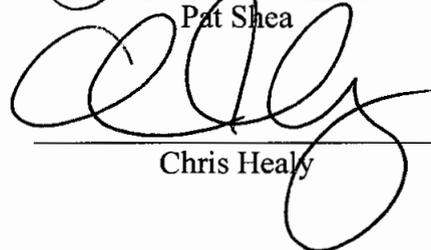
Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE


Jim Kennedy, Chairman


Michael Bram, Vice Chairman


Pat Shea


Chris Healy

**CITY OF ELMHURST 2010 TREE COSTS
PURCHASE SUMMARY**

PARKWAY TREES						
SPECIES	SIZE	NURSERY	# OF TREES	UNIT \$	TOTAL \$	SEE NOTE
Beech, Riversii	2"	Wilson	37	\$191.00	\$7,067.00	
Birch, River	2"	Wilson	22	\$148.50	\$3,267.00	
Birch, River	2.5"	Wilson	5	\$148.50	\$742.50	
Birch, White Satin	2"	Beaver Creek	6	\$108.00	\$648.00	
Cherry, Shubert	2"	Beasons	3	\$108.00	\$324.00	
Crabapple, Adirondak	2"	Poplar Farms	1	\$150.00	\$150.00	1
Crabapple, Raindrop	2"	Beaver Creek	3	\$92.00	\$276.00	
Crabapple, Spring Snow	2"	Beaver Creek	21	\$80.00	\$1,680.00	
Elm, Resistant	2"	Beaver Creek	53	\$145.00	\$7,685.00	
Ginkgo	2"	Beaver Creek	28	\$235.00	\$6,580.00	
Ginkgo, Sentry	2"	Wilson	23	\$193.00	\$4,439.00	
Hackberry	2"	Beaver Creek	8	\$125.00	\$1,000.00	
Hawthorne	2"	Hinsdale	2	\$81.00	\$162.00	
Honeylocust	2"	Wilson	5	\$147.00	\$735.00	
Lilac, Ivory Silk	2"	Wilson	18	\$199.00	\$3,582.00	
Linden	2"	Wilson	36	\$170.00	\$6,120.00	
Maple, Armstrong Red	2"	Hinsdale	20	\$169.00	\$3,380.00	
Maple, Autumn Blaze	2"	Beaver Creek	3	\$100.00	\$300.00	
Maple, Crimson King Norway	2"	Hinsdale	11	\$174.00	\$1,914.00	
Maple, Greencolumn Black	2"	Hinsdale	20	\$231.00	\$4,620.00	
Maple, Miyabe	2"	Hinsdale	22	\$143.00	\$3,146.00	
Maple, Norway	2"	Hinsdale	1	\$126.00	\$126.00	
Maple, Red	2"	Beaver Creek	52	\$100.00	\$5,200.00	
Maple, Sugar	2"	Beaver Creek	35	\$179.00	\$6,265.00	
Oak, Bur	2"	Beaver Creek	16	\$180.00	\$2,880.00	
Oak, Columnar English	2"	Beaver Creek	20	\$175.00	\$3,500.00	
Oak, English	2"	Beaver Creek	6	\$175.00	\$1,050.00	
Oak, Red	2"	Wilson	24	\$167.00	\$4,008.00	
Oak, Shingle	2"	Hinsdale	15	\$218.00	\$3,270.00	
Oak, Swamp White	2"	Beaver Creek	13	\$175.00	\$2,275.00	
Pear, Ornamental	2"	Beaver Creek	10	\$119.00	\$1,190.00	
Serviceberry	2"	Hinsdale	9	\$126.00	\$1,134.00	
Spruce, Serbian	8'	Beaver Creek	1	\$259.00	\$259.00	
Sycamore, Ovation	2"	Beaver Creek	26	\$179.00	\$4,654.00	
		TOTALS	575		\$93,628.50	

CONTRACT PLANTING PUGSLEY & LAHAIE (P & L)						
TYPE		PLANTER	# OF TREES	UNIT \$	TOTAL \$	SEE NOTE
2" caliper tree		P & L	569	\$91.50	\$52,063.50	
2.5" caliper tree		P & L	5	\$100.50	\$502.50	
8' tall tree		P & L	1	\$130.50	\$130.50	
		TOTALS	575		\$52,696.50	

NOTES:

1. Due to a lack of availability, Consortium nurseries were unable to offer this variety. After researching several nurseries, this was the only nursery able to supply the type or size of tree requested.



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PATTY SPENCER
 CITY CLERK
DAVID DYER
 CITY TREASURER
THOMAS P. BORCHERT
 CITY MANAGER

April 26, 2010

TO: Mayor DiCianni and Members of the City Council

RE: **Bid, Fire Hydrant Materials Purchase**

The Public Works and Buildings Committee met on Monday, April 26, 2010 to discuss bids received for Fire Hydrant Materials. Invitations to bid on this project were sent to numerous area vendors and advertised in local newspapers. Four (4) bids were received and two (2) vendors were awarded based on the low bid on various size hydrants. There were bid ties on (4) of the (6) hydrants items. At the advice of the City Attorney a blind drawing was held at the City Clerk's office on 3/23/10 with the vendors present.

Four bids were received and a bid tabulation is attached for reference. The results of the drawing and low bids are as follows:

<u>VENDOR</u>			<u>TOTALS</u>
• Ziebell Water Service	Item 1-3-5	Bid Amount	\$36,686.00
• Mid American Water	Item 2-4-6	Bid Amount	\$47,906.00
		Grand Total	\$84,592.00

The invitation to bid requested pricing on various size fire hydrants for use by City utility crews. The Water/Wastewater Division expects to order approximately 40 fire hydrants this project year to accommodate replacements in street paving areas and other selected sites. The hydrants are being replaced due to poor operation, obsolescence, or vehicular accidents.

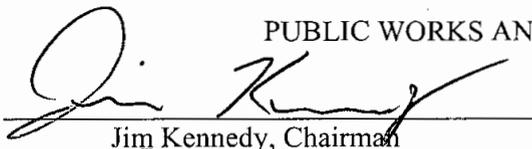
Mid American Water and Ziebell Water Service have previously supplied fire hydrants and other materials to the City in a timely and satisfactory manner.

Funds in the amount of \$85,000 have been provided in the 2010/2011 budget, Municipal Utility Fund, for the purchase of fire hydrant materials under account number 510-6052-501-40-23.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the bid submitted by Mid American Water of Aurora, Illinois for \$47,906 and Ziebell Water Service for \$36,686 totaling the amount of \$84,592.00, be accepted and that the City Attorney be directed to prepare the appropriate resolutions.

Respectfully submitted,

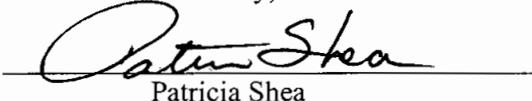
PUBLIC WORKS AND BUILDINGS COMMITTEE



 Jim Kennedy, Chairman



 Michael Bran, Vice Chairman



 Patricia Shea



 Chris Healy

cc: P.W. and Bldg. Comm.

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4-22-10

CITY OF ELMHURST

2010 FIRE HYDRANT MATERIALS - PROJECT NO. 10-22

BID TABULATION - Bids opened March 16, 2010

(*) Indicates the vendor that was awarded the hydrant bid.

VENDOR	Item #	FIRE HYDRANT W/VALVE		ESTIMATED QUANTITY	EXTENDED PRICE
		SIZE	UNIT PRICE	EACH	
Mid American Water Aurora, IL	1	4.5	\$2,085.00		\$0.00
	*2	5	\$2,119.00	6	\$12,714.00
	3	5.5	\$2,158.00		\$0.00
	*4	6	\$2,195.00	15	\$32,925.00
	5	6.5	\$2,232.00		\$0.00
	*6	7	\$2,267.00	1	\$2,267.00
					\$47,906.00
Ziebell Water Service Elk Grove, IL	*1	4.5	\$2,085.00	1	\$2,085.00
	2	5	\$2,122.00		\$0.00
	*3	5.5	\$2,158.00	15	\$32,370.00
	4	6	\$2,195.00		\$0.00
	*5	6.5	\$2,231.00	1	\$2,231.00
	6	7	\$2,267.00		\$0.00
					\$36,686.00
H D Waterworks Carol Stream, IL	1	4.5	\$2,086.00		\$0.00
	2	5	\$2,123.00		\$0.00
	3	5.5	\$2,159.00		\$0.00
	4	6	\$2,195.00		\$0.00
	5	6.5	\$2,232.00		\$0.00
	6	7	\$2,268.00		\$0.00
					\$0.00
Water Products Co. Aurora, IL	1	4.5	\$2,095.00		\$0.00
	2	5	\$2,130.00		\$0.00
	3	5.5	\$2,165.00		\$0.00
	4	6	\$2,203.00		\$0.00
	5	6.5	\$2,240.00		\$0.00
	6	7	\$2,275.00		\$0.00
					\$0.00



CITY OF ELMHURST

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CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

April 26, 2010

TO: Mayor DiCianni and Members of the City Council

RE: Replacement of Fuel Island Dispensers

The Public Works and Buildings Committee met on Monday, April 26, 2010 to discuss the purchase of replacement fuel island dispensers at the Elmhurst Public Works Garage.

The dispensers are used to pump gasoline and diesel fuel into vehicles and equipment for the City, Park District, School District and City Center. The dispensers are linked to a fuel management system that is used for billing for fuel supplied from the Public Works fuel island. The current three dispensers (2 gasoline and 1 diesel) at the Public Works fuel island are fourteen years old and do not meet the standard for E85 fuel.

A Request for Proposals (RFP) was sent out to qualified vendors to solicit prices for new dispensers. The RFP requested vendors to supply and install new fuel dispensers and to insure that the Public Works Fuel Island is in compliance with all required tests for the State Fire Marshall and the Illinois EPA.

Four proposals were returned. The proposals contained a "Base Proposal" price and "Optional" pricing for the EPA mandated Vapor Recovery. Total prices with the required options are listed below:

<u>Vendor</u>	<u>Total Price</u>
Superior Petroleum, Wheaton, IL	\$25,455.00
Accurate Tank, N. Aurora, IL	\$25,675.00
Petroleum Technologies Equipment, Lyons, IL	\$30,933.00
Mankoff Industries	declined to bid

In accordance with the City of Elmhurst and Elmhurst Park District Intergovernmental Agreement, the Park District will pay 25 percent (\$6,363.75) of the price of the installation of the fuel dispensers.

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4-29-10

cc: P.W. and
Bldg. Comm.

Mayor JPB Kopp
Hughes Steicher
4-22-10

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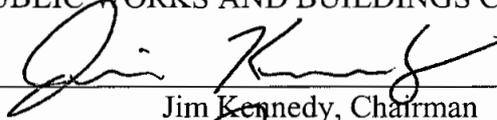
TO: Mayor DiCianni and Members of the City Council
RE: Replacement of Fuel Island Dispensers

Funds have been provided in the FY2009/2010 under account 110-6047-512-80-98, in the amount of \$34,000 for the purchase of this system.

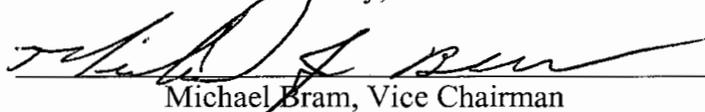
It is, therefore, the recommendation of the Public Works and Buildings Committee that the proposal from Superior Petroleum of Wheaton, IL, for the installation of three fuel dispensers at the City of Elmhurst Public Works Garage in the amount of \$25,455 be accepted and that the City Attorney be directed to prepare the appropriate resolution.

Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE



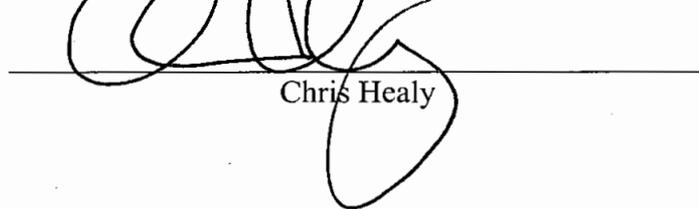
Jim Kennedy, Chairman



Michael Bram, Vice Chairman



Pat Shea



Chris Healy

FUEL ISLAND DISPENSER REPLACEMENT BID TALLY SHEET

	CONTRACTOR NAME			
	Superior Petroleum	Accurate Tank	Petroleum Technology	Mankoff Industries
Base Proposal : Remove, Furnish and Replace Existing Mechanical Fuel Dispensers with New High Hose Retractors	\$ 20,950.00	\$ 24,875.00	\$ 23,648.00	Declined to Bid
The complete system includes the following:				
Option 2: E85 Compatible Dispensers	included in base bid	\$ 1,550.00	\$ 1,500.00	
Option 4: Provide a Balanced Vapor Recovery System.	\$ 3,800.00	\$ (450.00)	\$ 6,850.00	
Option 5: Deduct for Using Existing High Hose Retractors	included in base bid	\$ (1,500.00)	\$ (1,950.00)	
Option 6: Stainless Steel Cabinet	\$ 705.00	\$ 1,200.00	\$ 885.00	
Total Cost	<u>\$ 25,455.00</u>	<u>\$ 25,675.00</u>	<u>\$ 30,933.00</u>	
Hourly Labor Charge for Items not Listed	\$ 82.00	\$ 84.00	\$ 109.00	
Items bid but not included:				
Option 1: Electronic Display Dispensers	\$ 705.00	\$ 750.00	\$ 2,450.00	
Option 3: Provide a Healy Vacuum Vapor Recovery System	\$ 6,870.00	\$ 4,325.00	\$ 6,910.00	



CITY OF ELMHURST

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MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

April 26, 2010

TO: Mayor DiCianni and Members of the City Council

RE: **First Street Metra Parking Improvements
Railroad Utility Relocation**

The Public Works and Building Committee met on Monday, April 26, 2010 to discuss the final design of the First Street Metra Parking project and the required Union Pacific Railroad (UPRR) utility relocations.

TranSystems assisted the City in the preparation of an American Recovery and Reinvestment Act (ARRA) funding application. The project was approved by the DuPage Mayors and Managers Conference to receive \$310,000 from the ARRA Traffic Control Measure (TCM) funds. The City of Elmhurst is required to complete necessary engineering according to the ARRA project milestones and monitoring schedule to secure these funds.

The City approved TranSystems to complete Phase I design engineering services for \$84,012.07. Design engineering services included the preparation of contract plans, specifications and cost estimates for the March 14, 2010 contract letting through IDOT. The work was prepared in accordance with IDOT requirements for TCM projects. Construction within the railroad right of way requires soil testing to determine final quantities of special waste removal if necessary. The plans were reviewed by the City, IDOT and the UPRR.

The First Street Metra Parking project bid package proposed construction of approximately 53 new commuter and CBD parking spaces in downtown Elmhurst along First Street. The low bid received was from Schroeder Asphalt Services, Inc. for \$348,380.19.

During design the UPRR informed the City that fencing is required adjacent to new parking areas. IDOT requires three feet clear from the curb face for car doors. The IDOT and UPRR requirements were in conflict. The UPRR requirement for a fence at the Maple/Larch location prohibits a driver from entering/exiting the parked vehicle. In addition after final design documents were submitted to IDOT the UPRR identified two sections of buried signal cable that will need to be relocated to accommodate the new parking. Each signal cable relocation section will cost approximately \$40,000 to \$50,000. One of these sections is at the Maple/Larch location the other relocation section is from Myrtle to Maple.

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4-29-10

cc: P.W. and
Bldg. Comm.

Mayor TPB Koff
Hughes & Stricker
4-22-10

Page 2

TO: Mayor Marcucci and Members of the City Council
RE: **First Street Metra Parking TCM Improvements
Railroad Utility Relocation**

Deleting 14 parking spaces along First Street between Maple and Larch, eliminates the fencing conflict and one signal relocation. The engineering construction estimate for the 14 spaces is \$43,000. Deleting this portion from the project will reduce the total project construction cost to \$305,000 plus signal cable relocation and engineering costs. The City will now construct 39 new spaces at a total cost to the City of \$4,235/space.

Final Project Cost Breakdown:

	Estimated Project Cost	UPRR Signal Cable Relocation	ARRA Funds	City Expenses
39 Parking Spaces	\$305,000	\$40,000	\$310,000	\$40,000 UPRR utility relocate + \$80,012.07 Phase I Eng. + \$45,167.15 Phase III Eng. = \$165,179.22

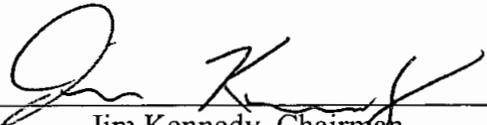
While the scope of the project has been reduced from the original 63 spaces, the project will still add 39 new spaces to the City's commuter and CBD parking inventory. The cost of \$4,235 per space is a typical amount for surface parking. Consequently, the Committee felt continuing with the revised project was appropriate.

Monies for this project have been provided in the FY 2009/10 Budget, Account Number 530-0088-503-80-19 in the amount of \$175,000.

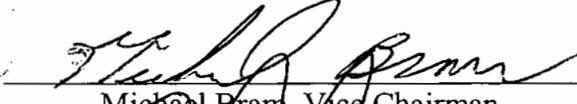
It is, therefore, the recommendation of the Public Works and Building Committee that the City contract with the UPRR for the cable relocation and that the First Street Metra Parking Improvement project as described above be approved.

Respectfully submitted,

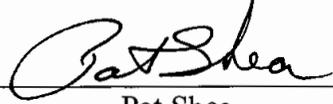
PUBLIC WORKS AND BUILDINGS COMMITTEE



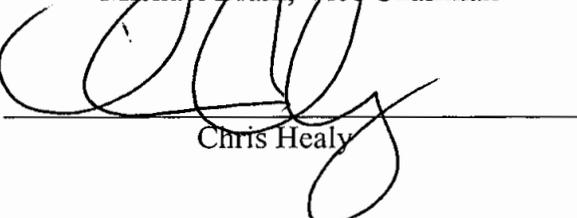
Jim Kennedy, Chairman



Michael Bram, Vice Chairman



Pat Shea



Chris Healy



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DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

April 26, 2010

To: Mayor DiCianni and Members of the City Council

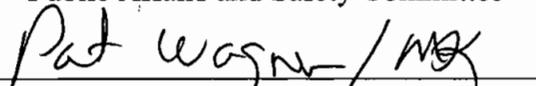
Re: **Knights of Columbus – "DL" Liquor License Request**

The Public Affairs and Safety Committee met on April 12, 2010 and again on April 26, 2010 to discuss the request from the Knights of Columbus to create a new liquor license for special events or special occasions to be held by the Knights of Columbus and/or other bona fide social, fraternal or religious organizations.

A Class "DL" liquor license authorizes the retail sale of alcoholic liquor, only for consumption on the licensed premises and only for limited special events or occasions, not to exceed one hundred twenty (120) such events during each license year.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Council approve the Knights of Columbus' request to create a new "DL" liquor license for special events or special occasions to be held by the Knights of Columbus and/or other bona fide social, fraternal or religious organizations.

Respectfully submitted,
Public Affairs and Safety Committee


Patrick Wagner, Chairman


Chris Nybo, Vice Chairman

Paula Pezza



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CITY MANAGER

April 27, 2010

To: Mayor DiCianni and Members of the City Council

Re: Sewerage Treatment Rates for Private Well Users

The Finance, Council Affairs and Administrative Services Committee met April 26, 2010, to review a proposed sewerage treatment rate adjustment to those customers served by private water wells.

Currently, the City provides sewerage collection and treatment services for 24 customers who have private wells. Since the City lacks a metering device for water service to these customers, sewerage treatment charges are based on approximate citywide averages. Basically, the proposed fee for private well users has been adjusted in the same proportion as the City's water and sewerage treatment customers. The bi-monthly proposed and existing rates are indicated below:

	Proposed Rate	Current Rate
Residential*	\$ 74.87	\$ 65.10
Commercial*	\$ 74.87	\$ 65.10

*Federal EPA requirements mandate that rates be identical unless separate treatment is provided for industrial wastes.

The Committee has reviewed the proposed rate structure and believes it to be reasonable and appropriate.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council direct the City Attorney to prepare an amendment to the Municipal Code of Ordinances to establish a bi-monthly service charge for sewerage treatment of \$74.87 for customers with private water wells.

Respectfully submitted,
FINANCE, COUNCIL AFFAIRS AND
ADMINISTRATIVE SERVICES COMMITTEE

Stephen W. Hipkind, Chairman

Mark A. Mulliner

Kevin L. York, Vice Chairman
SewerRatesWellUser

Diane Gutenkauf
FINANCE, COUNCIL AFFAIRS &
ADMINISTRATIVE SERVICES COMMITTEE

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Mayor 4-22-10
Treasurer
Borchert
Kopp
Gastus
Trosien



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CITY MANAGER

April 27, 2010

To: Mayor DiCianni and Members of the City Council

Re: Automated Parking Equipment Purchase

The Finance, Council Affairs and Administrative Services Committee met April 26, 2010 to review the proposal for the purchase, installation and maintenance of two (2) additional automated pay by space parking terminals. The two terminals would serve approximately 250 spaces in the new parking deck being constructed at 175 W. First Street.

Recently, the City Council approved the purchase of seven (7) automated pay by space parking terminals from Total Parking Solutions (TPS). These terminals serve approximately 600 downtown daily fee parking spaces that were previously served by honor boxes and monthly parking passes. Over the last several years communities throughout the area have been moving away from the labor intensive honor box system in favor of the streamlined automated pay by space equipment that is both user friendly and enforcement efficient for City personnel. For the user, the machines accept coins and bills as well as credit cards. Payment for any space can be made at any machine. Once payment is made, the automated system supplies the user with a receipt, alleviating the lack of proof of payment with the current system. The system will not issue a receipt unless the proper fee is collected. Approximately two to three hours of time spent daily on collecting and counting money has been redirected to improved enforcement throughout the system.

Staff is very satisfied with the equipment and service provided by TPS and is recommending the additional purchase of two terminals from TPS identical to the seven terminals recently purchased. The Committee and staff discussed the positive benefits and efficiencies of standardized equipment and services that includes the following: identical machines, instructions and operations for the user; the ability of the user to pay at any terminal; maintenance and supplies for one type of machine; identical coin and bill collection boxes and keys; consistent banking and credit card processing operations; and one back office operating system for administration. Staff also noted that TPS has offered to hold the pricing from the previous purchase contract. Based on staff's satisfaction with the current system, the efficiencies received in standardization of equipment and service and the identical pricing of the equipment and maintenance, the Finance, Council Affairs and Administrative Services Committee concurs with staff's recommendation.

**FINANCE, COUNCIL AFFAIRS &
ADMINISTRATIVE SERVICES COMMITTEE**

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4-29-10

Mayor
Treasurer
Borchert

4-22-10

Kopp
Gastin
Troisier

Page 2
April 27, 2010

To: Mayor DiCianni and Members of the City Council
Re: Automated Parking Equipment Purchase

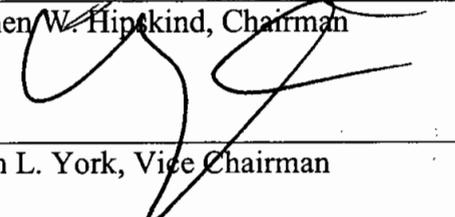
The total cost for the acquisition, installation and maintenance of two automated pay by space machines is \$29,260. The fiscal year 2010/2011 budget provides funds in the Parking Improvements account #530-0088-503-80-19.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council approve the purchase of two additional automated pay by space parking terminals from Total Parking Solutions (TPS).

Respectfully submitted,
FINANCE, COUNCIL AFFAIRS AND
ADMINISTRATIVE SERVICES
COMMITTEE



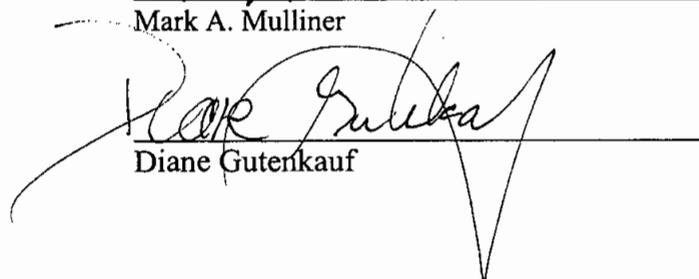
Stephen W. Hipkind, Chairman



Kevin L. York, Vice Chairman



Mark A. Mulliner



Diane Gutenkauf



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CITY MANAGER

April 27, 2010

TO: Mayor DiCianni and Members of the City Council

RE: Case # 10P-03/City of Elmhurst Zoning Ordinance Text Amendment
Request for Zoning Ordinance Text Amendment to Chapter 11, Section 11.11 for the purpose of adding "Public Service" signs as a Conditional Use in the CR Conservation/Recreation District.

Note: As a companion to this specific Application (Case # 10P-03), DuPage County has applied for a Conditional Use Permit to allow the use of an existing sign structure as a Public Service Sign (Case # 10P-04).

The Development, Planning and Zoning Committee met on April 26, 2010 to review the Zoning and Planning Commission report dated March 18, 2010. The City of Elmhurst, as Applicant, is requesting a Zoning Ordinance Text Amendment to allow "Public Service" signs as a Conditional Use in the CR Conservation/Recreation District. This type of sign will be limited to properties owned by, and used solely under the direct control of, a governmental body. This type of sign will display only public service announcements solely related to the functions of that governmental body whose land upon which the sign is located.

The Federal Clean Water Act (CWA), the National Pollutant Discharge Elimination System (NPDES) Phase II General Stormwater Permit, and the State of Illinois Environmental Protection Agency require any agency discharging stormwater to submit an "Annual Facility Inspection Report". An important part of this reporting process is known as "Best Management Practices" which requires public education and outreach relative to pollutant discharge from the storm water sewer system.

DuPage County purchased the Elmhurst Stone Quarry property for stormwater detention purposes in 1992. The purchase included a parcel on the west side of Route 83 whereon a commercial billboard sign was located. The billboard sign has not been used for commercial advertising purposes since 1992; the City of Elmhurst Zoning Ordinance prohibits commercial billboard signs.

The City of Elmhurst, pursuant to an intergovernmental agreement, relies on DuPage County for most of the activities related to these best management practices. Rather than removing the sign structure, the County of DuPage is requesting that the sign structure be used for public information purposes thereby complying with the "Best Management Practices" public education and outreach program. The re-use of this sign structure will allow the City of Elmhurst and

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DuPage County an opportunity to fulfill this educational obligation without undue cost to the taxpayer.

The City of Elmhurst is requesting approval of these proposed Zoning Ordinance text amendments to allow the use of this sign structure by DuPage County for public education and outreach purposes. The proposed text amendments would allow for this type of sign only on government-owned or controlled property and only to display public service announcements solely related to the functions of that governmental body whose land upon which the sign is located. Additionally, Public Service signs approved by Conditional Use Permit would only be allowed in the CR Conservation/Recreation District.

Proposed Text Amendment:

Proposed new amendment language is shown in *italics*.

Section 11.5-1 Definitions of Functional Types

- Amend (y) Public Service Sign - Any sign intended primarily to promote items of general interest to the community such as time, temperature and date, atmospheric conditions, news or traffic control. *Such sign shall be wholly located on property owned by, and used solely under the direct control of, a governmental body. Said sign shall only display public service announcements solely related to the functions of that governmental body.*

Section 11.11-1 Functional Types Permitted:

- Add new (d) *Public Service Signs, provided, however, that such sign has been approved pursuant to Chapter 3, Section 3.11 Conditional Uses.*

Section 11.11-2 Number of Signs Permitted Per Lot:

- Add new (d) *One (1) Public Service Sign pursuant to Chapter 3, Section 3.11 Conditional Uses.*

Section 11.11-3 Maximum Gross Surface Area of Signs Permitted:

- Add new (d) *Public Service Signs:
The gross surface area of such signage shall be determined by the City Council, upon recommendation of the Zoning & Planning Commission, pursuant to Chapter 3, Section 3.11 Conditional Uses.*

Section 11.11-4 Maximum Height of Signs Permitted:

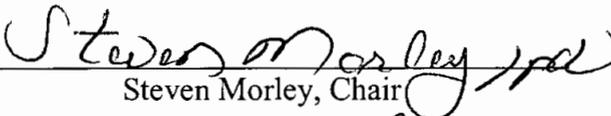
- Add new (d) *Public Service Signs:*

The maximum height of such signage shall be determined by the City Council, upon recommendation of the Zoning & Planning Commission, pursuant to Chapter 3, Section 3.11 Conditional Uses.

The Committee discussed the proposed text amendment and noted that commercial billboards are not permitted in the City of Elmhurst, either as-of right or by Conditional Use Permit. The proposed text amendment differentiates a "Public Service" sign from a commercial billboard sign and, therefore, does not "open the door" for any new commercial billboard signs.

Therefore, it is the recommendation of the Development, Planning and Zoning Committee that the City Council approve this request for Text Amendment. The City Attorney is hereby directed to prepare the necessary Ordinance.

Respectfully submitted,
DEVELOPMENT PLANNING AND ZONING COMMITTEE



Steven Morley, Chair



Susan J. Rose, Vice-Chair



Norman Leader, Ald. 2nd Ward



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THOMAS P. BORCHERT
CITY MANAGER

April 27, 2010

TO: Mayor DiCianni and Members of the City Council

RE: Case # 10P-04/DuPage County Conditional Use for Public Service Sign
Request for Conditional Use Permit for the purpose of maintaining an existing billboard sign for public educational purposes on property commonly known as 100 N. Route 83.

The Development, Planning and Zoning Committee met on April 26, 2010 to review the Zoning and Planning Commission report dated March 22, 2010. The County of DuPage, as Applicant, is requesting a Conditional Use Permit to allow the use of an existing sign structure for public education and outreach relating to storm water runoff issues.

DuPage County purchased the Elmhurst Stone Quarry property for stormwater detention purposes in 1992. The purchase included a parcel on the west side of Route 83 whereon a commercial billboard sign was located. The billboard sign has not been used for commercial advertising purposes since 1992; the City of Elmhurst Zoning Ordinance prohibits commercial billboard signs.

The City of Elmhurst, pursuant to an intergovernmental agreement, relies on DuPage County for most of the activities related to these best management practices. Rather than removing the sign structure, the County of DuPage is requesting that the sign structure be used for public information purposes thereby complying with the "Best Management Practices" public education and outreach program. The re-use of this sign structure will allow the City of Elmhurst and DuPage County an opportunity to fulfill this educational obligation without undue cost to the taxpayer.

The Committee agrees with the Zoning and Planning Commission finding that the re-use of this sign structure will allow the City of Elmhurst and DuPage County an opportunity to fulfill this educational obligation without undue additional costs to the taxpayer. The Committee requested an additional condition that the City reviews the planned sign content and display on a yearly basis.

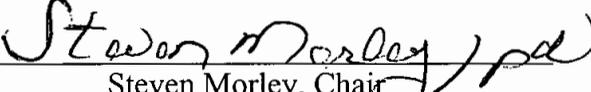
The Committee then discussed the Zoning and Planning Commission recommendation that the approval include future illumination of this sign. The Committee discussed this recommendation and concluded that if the County wants to illuminate the sign in the future, they will have to apply for an amendment to this Conditional Use.

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Therefore, it is the recommendation of the Development, Planning and Zoning Committee that the City Council approve this request for Conditional Use Permit. The City Attorney is hereby directed to prepare the necessary Ordinance.

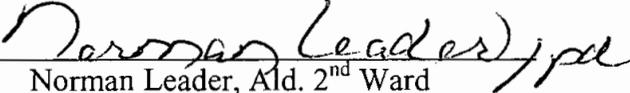
Respectfully submitted,
DEVELOPMENT PLANNING AND ZONING COMMITTEE



Steven Morley, Chair



Susan J. Rose, Vice-Chair



Norman Leader, Ald. 2nd Ward



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CITY MANAGER

April 27, 2010

TO: Mayor DiCianni and Members of the City Council

RE: Case # 09P-07/Bethel United Church Amended Conditional
Use and associated Front Yard Setback Variation
Request for Amended Conditional Use and associated Front Yard Setback
Variation for the purpose of constructing a fellowship hall, the adaptive
renovation of an existing residence for use as an administrative center, as well as
other site improvements on property commonly known as 315 E. St Charles, and
314 and 316 Huntington Lane (PIN's 06-12-200-007, 018 & 019), said properties
being wholly located in the R1 Single Family Residence District.

AND

Case # 10ZBA-02/Bethel United Church Variation
Request for an Interior Side Yard Variation for the purpose of constructing a
fellowship hall as proposed in Case #09P-07 on properties commonly known as
315 E. St Charles, and 314 and 316 Huntington Lane (PIN's 06-12-200-007, 018
& 019), said properties being wholly located in the R1 Single Family Residence
District.

The Development, Planning and Zoning Committee met on April 26, 2010 to review the Zoning and Planning Commission report dated April 22, 2010. The applicant, Bethel United Church of Christ, is requesting an amended conditional use permit and associated variations for the purpose of constructing a fellowship hall, the adaptive renovation of an existing single family residence for use as an administrative center, as well as other site improvements. The Committee also reviewed the documentation supplied by the Applicant, the Staff report and the transcript of the public hearing. The Committee noted that the Zoning and Planning Commission unanimously recommended approval of this project.

The Committee reviewed the proposed construction and site improvements including the new Fellowship Hall addition and the adaptive re-use of a single-family house to administrative offices. The Committee discussed the proposed parking lot and drop-off area accessed from Huntington Lane noting that the Church meets their parking requirement on site, but also has 200 additional parking spaces available on the neighboring Sandburg Middle School property through an agreement between the two parties.

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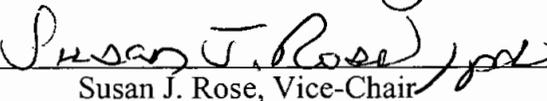
The Committee discussed the proposed new drop-off turnaround accessed from St Charles Road. The Committee discussed the ingress/egress movements from St Charles and agreed that the proposed access from St Charles should not be problematic, if used occasionally as intended for the staging of weddings. The Committee noted that, because this is a Conditional Use, should there be a traffic problem relating to this new St Charles access the City reserves the right to require modifications such as a gate or other means of controlling this proposed access point.

The Committee then discussed the proposed new Fellowship Hall addition as well as the single-family house to be re-used as administrative offices. The adaptively reused house will be connected to the main church structure and the new Fellowship Hall. The Committee agreed that the architecture of the proposed Fellowship Hall is compatible with the residential character of the neighborhood. The adaptive re-use of the single family house provides the church with the space they need for administrative offices and does not change the residential character along Huntington Lane.

Therefore, it is the recommendation of the Development, Planning and Zoning Committee that the City Council approve this request for Amended Conditional Use and associated Variations. The City Attorney is hereby directed to prepare an Ordinance authorizing the Amended Conditional Use and associated Variations as presented.

Respectfully submitted,
DEVELOPMENT PLANNING AND ZONING COMMITTEE


Steven Morley, Chair


Susan J. Rose, Vice-Chair


Norman Leader, Ald. 2nd Ward

O - 10 - 2010

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>
1995 White Jeep Grand Cherokee	1J4GZ78Y5SC553701
1999 Black Nissan Maxima 4-dr.	JN1CZ21D4XM415089
2001 Black Ford F-150 Harley Davidson Pick-up	1FTRW07L81KB30703

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

SECTION 2. The City Manager is hereby authorized and directed to sell 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 _____, 2010.

Peter P. DiCianni, III, Mayor

Passed this _____ day of _____, 2010.

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

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COUNCIL ACTION SUMMARY

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

ORIGINATORS: Thomas P. Borchert, City Manager

DESCRIPTION OF SUBJECT MATTER:

The City of Elmhurst has been provided a 1995 White Jeep Grand Cherokee VIN # 1J4GZ78Y5SC553701, a 1999 Black Nissan Maxima 4-dr. VIN # JN1CZ21D4XM415089, and a 2001 Black Ford F-150 Harley Davidson Pick-up VIN # 1FTRW07L81KB30703 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: 4/19/2010
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. 1995 Jeep Grand Cherokee White, mileage 216,696
VIN; 1J4GZ78Y5SC553701
Case No. 09-038872 / 09 MR 1624
2. 1999 Nissan Maxima 4-dr. Black, mileage 185,808
VIN; JN1CA21D4XM415089
Case No. 09-049312 / 09 MR 1874
3. 2001 Ford F-150 Harley Davidson Pick-up Black, mileage 108,502
VIN; 1FTRW07L81KB30703
Case No. 08-028337 / 08 MR 1330

17

AWARD ORDER

New (12/04)

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

PEOPLE OF THE STATE OF ILLINOIS

CASE NUMBER

09 MR 1624

1995 -VS- JEEP

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
(Year)

JEEP
(Make)

1 J 4 G Z 7 8 Y 5 S C 5 5 3 7 0 1
(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17)

1. Vehicle is awarded to ELMHURST POLICE (09-38872)
in accordance with 720 ILCS 5/36-2. (SO 09-2221)

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: 3-25-10

AWARD ORDER

New (12/04)

STATE OF ILLINOIS

UNITED STATES OF AMERICA

COUNTY OF DU PAGE

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

PEOPLE OF THE STATE OF ILLINOIS

CASE NUMBER

09 MR 1874

-vs-

1999 NISSAN

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

1999

NISSAN

(Year)

(Make)

J N I C A 2 I D 4 X M 4 1 5 0 8 9
(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17)

1. Vehicle is awarded to ELMHURST POLICE 09-49312
in accordance with 720 ILCS 5/36-2. SO 09-50006

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: 04-15-2010

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

08 MR 1330

-VS-

2001 FORD

DEFENDANT(S)

FAX - Forensic Inv. Unit 407-2355
SEND TO RECORDS UNIT

Date: 4-6-2010

Report 08-29733

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)

Atty F. Valenti
Agreed Order of the Parties

Entry of Judgment on Default

Other _____

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

1 F T R W 0 7 L B L K B 3 0 7 0 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 (08-28337)
in accordance with 720 ILCS 5/36-2. (SO 08-29733)

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: 04-05-2010

O - 11 - 2010

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>
2003 Blue Dodge Neon 4-dr.	1B3ES56CS3D2118805
1992 Silver Buick Century 4-dr.	1G4AG54NZN6473711

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

SECTION 2, The City Manager is hereby authorized and directed to sell 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 _____, 2010.

Peter P. DiCianni, III, Mayor

Passed this _____ day of _____, 2010.

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

Copies To All
Elected Officials
4-29-10

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 2003 Blue Dodge Neon 4-dr. VIN # 1B3ES56CS3D2118805, and a 1992 Silver Buick Century 4-dr. VIN #1G4AG54NZN6473711 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: 4/27/2010
Re: Seizure Vehicles

Sir,

This memorandum is to advise you that the City of Elmhurst through the police department has been awarded two vehicles that we wish to auction 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. 2003 Dodge Neon 4-dr Blue, mileage 128,550
VIN; 1B3ES56CS3D218805
Case No. 09-043845 / 09 MR 1718
2. 1992 Buick Century 4-dr. Silver, mileage unknown
VIN; 1G4AG54NZN6473711
Case No. 09-044234 / 09 MR 1719



OFFICE OF THE STATE'S ATTORNEY
DUPAGE COUNTY, ILLINOIS

JOSEPH E. BIRKETT
STATE'S ATTORNEY

CASE CLOSING NOTICE - ARTICLE 36 SEIZURE

TO: DAN BUENZ FAX: 530-5086

AGENCY EL DATE: 4-26-10 PAGES 2

FROM: ASA Tom Vega, Special Prosecution Unit

COURT CASE: 09 MR 1718

CASE HAS BEEN CLOSED BY:

- CONTESTED hearing with: Legal counsel Pro se
- UNCONTESTED hearing - SAO presented evidence and no parties appeared
- AGREED order between parties with: Legal counsel Pro se
- DEFAULT hearing - parties failed to file a claim or respond to notice

VEHICLE DISPOSITION:

- LIEN HOLDER RELEASE pursuant to 720 ILCS 5/36-1a
- RELEASE/RETURN Innocent Owner Spouse/Family Owner/Def
- * AWARD TO AGENCY Default Court Ruling Agreement

*** NOTE - VEHICLES AWARDED TO YOUR AGENCY:**
 Per Civil Rules of Procedure, persons may file a motion to vacate a forfeiture order within thirty (30) days of the entry of the order. If you obtain a new title and seek to dispose of the vehicle, we suggest you wait more than 30 days before actual disposal.

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

2009MR 1718

-VS-

2003 Dodge

8805

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 2003 Dodge
(Year) (Make)

1 B 3 E S 5 6 C S 3 D 2 1 8 8 0 5
(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17)

1. Vehicle is awarded to Elmhurst Police Department
in accordance with 720 ILCS 5/36-2. (EPPD 09.43845)

2. The Illinois Secretary of State is directed to: (50 09.44991)

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 Department

Other Terms or Conditions for Release: _____

Case Closed Strike future Court date: _____

BY: AKC 50051
JOSEPH E. BIRKETT, States Attorney
Attorney No. 50000
503 N. County Farm Road
Wheaton IL 60187
(630) 407- 8000

ENTER: _____

DATE: April 23, 2010

128,556



OFFICE OF THE STATE'S ATTORNEY
DuPAGE COUNTY, ILLINOIS

JOSEPH E. BIRKETT
STATE'S ATTORNEY

CASE CLOSING NOTICE - ARTICLE 36 SEIZURE

TO: Dan Buenz FAX: 530-5086
AGENCY SL DATE: 4-26-10 PAGES 2

FROM: ASA Tom Vega, Special Prosecution Unit

COURT CASE: 09 MR 1719

CASE HAS BEEN CLOSED BY:

- CONTESTED hearing with: Legal counsel Pro se
- UNCONTESTED hearing - SAO presented evidence and no parties appeared
- AGREED order between parties with: Legal counsel Pro se
- DEFAULT hearing - parties failed to file a claim or respond to notice

VEHICLE DISPOSITION:

- LIEN HOLDER RELEASE pursuant to 720 ILCS 5/36-1a
- RELEASE/RETURN Innocent Owner Spouse/Family Owner/Def
- * AWARD TO AGENCY Default Court Ruling Agreement

*** NOTE - VEHICLES AWARDED TO YOUR AGENCY:**
Per Civil Rules of Procedure, persons may file a motion to vacate a forfeiture order within thirty (30) days of the entry of the order. If you obtain a new title and seek to dispose of the vehicle, we suggest you wait more than 30 days before actual disposal.

AWARD ORDER

New (12/04)

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

PEOPLE OF THE STATE OF ILLINOIS

CASE NUMBER

09 MR 1719

-VS-

1992 Buick
3711

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 1992 Buick
(Year) (Make)

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

1. Vehicle is awarded to Elmhurst Police Department
in accordance with 720 ILCS 5/36-2. EL 09-44234

2. The Illinois Secretary of State is directed to: SO 09.44993

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 Dept

Other Terms or Conditions for Release: _____

Case Closed

Strike future Court date: _____

BY HICE 50831

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

ENTER: _____

DATE: April 23, 2010

MCO-15-2010

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

WHEREAS, the City deems it necessary and desirable to amend Chapter 7 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 7.200 entitled, "Water service charges," of Article IV entitled, "Rates and Charges," of Chapter 7 entitled, "Water and Sewers," of the Elmhurst Municipal Code is amended as follows:

By Amending Section 7.200 to read as follows:

"7.200 Water Service Charges.

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

Water Rates:	<u>Class I Use</u>	<u>Class 2 Use</u>
Quantity Charge (Per cubic meter)	\$1.31	\$1.96
Bimonthly Minimum Charge (3 cubic meters or less)	\$3.93	\$5.90

Quantities expressed in this section may be expressed by equivalent quantities on the basis that one (1) cubic meter equals 264.2 gallons."

SECTION 2. That Section 7.201 entitled, "Wastewater/sewer service charges," of Article IV entitled, "Rates and Charges," of Chapter 7 entitled, "Water and Sewers," of the Elmhurst Municipal Code is amended as follows:

By amending Section 7.201 to read as follows:

"7.201 Wastewater/Sewer Service Charges.

Rate. The following are the rates per cubic meter and minimum charges for wastewater/sewer service, except as modified in other portions of this Article.

Wastewater/Sewer Rates:	<u>Class I Use</u>	<u>Class 2 Use</u>
Quantity Charge (Per cubic meter)	\$1.20	\$1.20
Bimonthly Minimum Charge (3 cubic meters or less)	\$3.62	\$3.62

Quantities expressed in this section may be expressed by equivalent quantities on the basis that one (1) cubic meter equals 264.2 gallons.”

SECTION 3. That Section 7.205 entitled, “Minimum charge,” of Article IV entitled, “Rates and Charges,” of Chapter 7 entitled, “Water and Sewers,” of the Elmhurst Municipal Code is amended as follows:

By amending Section 7.205 (a) to read as follows:

“(a) There shall be and is hereby established a minimum charge for the cost of providing billing services and not more than three (3) cubic meters of water bimonthly. A minimum charge of \$3.93 for Class 1 Users and \$5.90 for Class 2 Users for water and \$3.62 for Class 1 Users and \$3.62 for Class 2 Users for wastewater/sewer shall be applied to all users whose water service does not exceed three (3) cubic meters (792.6 gallons) bimonthly.”

SECTION 4. All ordinances or parts of ordinances in conflict with this ordinance are hereby amended to the extent of the conflict.

SECTION 5. That this Ordinance shall in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Approved this ____ day of _____, 2010.

Peter P. DiCianni III, Mayor

Passed this ____ day of _____, 2010.

Ayes: ____ Nays: ____

Patty Spencer, City Clerk

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance - Water and Sewer Charges

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Attached for City Council consideration is an ordinance providing for an increase in the City's water rate and sewer rate, pursuant to the recommendation of the Finance, Council Affairs and Administrative Services Committee Report approved by the City Council on April 19, 2010. The water rate adjustment is 15% for all users, with the residential rate increasing from \$4.30 to \$4.95 per thousand gallons of water usage (\$1.31 per cubic meter). The sewer rate adjustment is 15% for all users, with rates increasing from \$3.96 to \$4.55 (\$1.20 per cubic meter).

A RESOLUTION AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBER ONE TO THE CONTRACT BETWEEN THE CITY OF ELMHURST, ILLINOIS, AND SCHROEDER & SCHROEDER, INC. FOR THE SPRING ROAD BUSINESS DISTRICT SIDEWALK IMPROVEMENTS

WHEREAS, the City of Elmhurst publicly advertised for sealed bids for the Spring Road Business District Sidewalk Improvements – Project 09-35;

WHEREAS, bids were received, publicly opened, examined and declared at 10:00 a.m. on Tuesday, September 8, 2009;

WHEREAS, of the bids received and opened, the apparent lowest responsible bidder was Schroeder and Schroeder, Inc.;

WHEREAS, the City of Elmhurst desires to increase the scope of certain work to be performed for the Spring Road Business District Sidewalk Improvements – Project 09-35;

WHEREAS, it is in the best interests of the City of Elmhurst to approve Change Order Number One for the Spring Road Business District Sidewalk Improvements – Project 09-35; and

WHEREAS, it is the opinion of a majority of the corporate authorities of the City of Elmhurst, that it is advisable, necessary and in the public interest that the City of Elmhurst approve Change Order Number One for the Spring Road Business District Sidewalk Improvements – Project 09-35;

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

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

Section 2. It is hereby determined that it is advisable, necessary and in the public interest that the City of Elmhurst issue Change Order No. 1 to Schroeder & Schroeder, Inc., which change order is attached hereto marked as Exhibit "A."

Section 3: The corporate authorities of the City of Elmhurst hereby approve Change Order No. 1. The Mayor be and is hereby authorized and directed to execute and the City Clerk be and is hereby authorized and directed to attest, on behalf of the City of Elmhurst, Change Order No. 1 to the Contract by and between the City of Elmhurst and Schroeder & Schroeder, Inc. in substantially the form attached hereto as Exhibit "A," with such changes therein as may be approved by the officials executing the same; their execution thereof shall constitute conclusive evidence of their approval of the changes.

Section 4: The officials, officers, employees and agents of the City of Elmhurst are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this resolution and Change Order No. 1 to the Contract by and between the City of Elmhurst and Schroeder & Schroeder, Inc.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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

APPROVED this 3rd day of May 2010, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me the 3rd day of May 2010.

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

ATTESTED and filed in my office,
this 3rd day of May 2010.

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

COUNCIL ACTION SUMMARY

SUBJECT: *A Resolution Authorizing the Execution of Change Order Number One to the Contract between the City of Elmhurst, Illinois, and Schroeder & Schroeder, Inc., for the Spring Road Business District Sidewalk Improvements*

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Sealed bids were received by the City of Elmhurst on or about September 8, 2009, for a public sidewalk improvement for the Spring Road Business District. Schroeder & Schroeder, Inc., 7306 Central Park Avenue, Skokie, Illinois, was the lowest responsible, responsive bidder.

The work, in general, consists of the removal and replacement of existing curb and gutter and sidewalk, inlet and storm sewer work, removal of existing trees, installation of concrete foundations, tree grates, and new trees, traffic control, and all other related work. The proposed contract set forth the unit prices for each element of work and provided for a guaranteed maximum price of \$281,949.00.

The City Council authorized the execution of the contract between the City of Elmhurst and Schroeder & Schroeder at its April 19, 2010, meeting. Schroeder & Schroeder proposed changes to the approved contract. The additional work totaling \$94,330.00 and the elimination of \$49,980.00 of patching was approved by the PW & B Committee on April 26, 2010.

The resolution authorizing the execution of Change Order No. 1 to the Contract is included for the City Council's consideration.

Exhibit "A"

**CHANGE ORDER NUMBER ONE TO THE CONTRACT BETWEEN THE CITY OF ELMHURST, ILLINOIS, AND
SCHROEDER & SCHROEDER, INC., FOR THE
SPRING ROAD BUSINESS DISTRICT SIDEWALK IMPROVEMENTS**

CHANGE ORDER

Change Order No. 1

Date: May 3, 2010

PROJECT: Spring Road Business District Sidewalk Improvements – Project 09-35
 CITY: City of Elmhurst
 CONTRACTOR: Schroeder & Schroeder, Inc.
 The following changes are hereby made to the Contract Documents:

The Work shall include the following:

Removal and replacement of existing curb and gutter and sidewalk, inlet and storm sewer work, removal of existing trees, installation of concrete foundations, tree grates, and new trees, traffic control, and all other related work.

No.	Item	Original Quantity	Change	New Quantity	Unit Price	Original Amount	Change	New Amount
15.	Class D Patches	2,040 Square Yards	(2,040 Square Yards)	0	\$24.50	\$49,980.00	(\$49,980.00)	\$0.00
29.	Curb & Gutter Removal	0 Lineal Feet	3692 Lineal Feet	3692 Lineal Feet	\$2.00 per Lineal Foot	\$0.00	\$7,384.00	\$7,384.00
30.	Class D Patches 2"	0 Square Yards	1231 Square Yards	1231 Square Yards	\$20.00 per Square Yard	\$0.00	\$24,620.00	\$24,620.00
31.	Storm Sewer, Rubber Gasket, Class A TY 1, 12"	0	40	40	\$65.00	\$0.00	\$2,600.00	\$2,600.00
32.	Inlet Adjustment	0	16	16	\$275.00	\$0.00	\$4,400.00	\$4,400.00
33.	Inlet Adjustment with New Frame & Grate	0	3	3	\$660.00	\$0.00	\$1,980.00	\$1,980.00
34.	Inlet TY A with New Frame & Grate	0	2	2	\$1,550.00	\$0.00	\$4,650.00	\$4,650.00
35.	Remove Inlet	0	2	2	\$350.00	\$0.00	\$700.00	\$700.00
36.	Comb Conc. Curb & Gutter TYB612	0	3692 Lineal Feet	3692 Lineal Feet	\$13.00 per Lineal Foot	\$0.00	\$47,997.00	\$47,997.00
	Total						\$ 44,351.00	

Change to CONTRACT SUM:

Original CONTRACT SUM	\$ 281,949.00
Net change to CONTRACT SUM by previously authorized Change Orders	\$ 0.00
CONTRACT SUM prior to this Change Order	\$ 281,949.00
Change to the CONTRACT SUM authorized by this Change Order	\$ 44,351.00
CONTRACT SUM including this Change Order	\$ 326,300.00

Change to CONTRACT TIME:

Original DATE OF SUBSTANTIAL COMPLETION	June 19, 2010
Net change to by previously authorized Change Orders	0 calendar days
DATE OF SUBSTANTIAL COMPLETION prior to this Change Order	June 19, 2010
Change authorized by this Change Order	6 calendar days
DATE OF SUBSTANTIAL COMPLETION as of the date of this Change Order	June 25, 2010

Approved by:

Contractor: Schroeder & Schroeder, Inc.

Attest:

By: _____
 Chris Schroeder, President

By: _____
 Rita Rubin, Secretary

City: City of Elmhurst

Attest:

By: _____
 Peter P. DiCianni III, Mayor

By: _____
 Patty Spencer, City Clerk

**A RESOLUTION AUTHORIZING
THE ISSUANCE OF A NOTICE OF AWARD FOR THE
2010 WATERMAIN IMPROVEMENTS PROJECT
FOR THE CITY OF ELMHURST, ILLINOIS**

WHEREAS, the City of Elmhurst publicly advertised for sealed bids for watermain improvements consisting of approximately 3,700 linear feet of eight-inch ductile iron water main on Swain from Harrison to Van Buren; on Marion from Poplar to Lawndale; on Howard from Lake Street to Armitage; and on Emroy from Lake Street to Armitage for the 2010 Water Main Improvements Project as well as service replacements, hydrants with valves, and all other related work (hereinafter collectively referred to as the "Project"); and

WHEREAS, bids were received, publicly opened, and examined on Tuesday, April 6, 2010; and

WHEREAS, of the bids received and opened, the apparent lowest responsible bidder is Gerardi Sewer and Water Co. ("Gerardi") of Norridge, Illinois.

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

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

Section 2. The City Council does hereby find Gerardi to be the lowest responsible bidder for the Project.

Copies To All
Elected Officials
4-29-10

Section 3. The City of Elmhurst does hereby determine that it is in the best interests of the City and does hereby direct that a Notice of Award be issued to Gerardi for the Project at the prices set forth in its Proposal subject to the furnishing of the proper bonds and insurance.

Section 4. The Mayor is hereby authorized to execute and the City Clerk to attest and seal a Notice of Award substantially in the form attached hereto marked as Exhibit A and made a part hereof. Further, the Notice of Award shall be issued to Gerardi, the lowest responsible bidder, for the Project, at the prices listed within the bid proposal, which will result in an amount not to exceed Six Hundred Sixty-One Thousand Three Hundred Two and 20/100ths (\$661,302.20) Dollars. The Notice of Award shall be accompanied by a sufficient number of contracts with all other necessary written contract documents attached for execution by Gerardi.

Section 5. Provided further that Gerardi returns to the City within ten (10) days of the receipt of the Notice of Award the executed contract with all other necessary written contract documents attached, properly executed by it, along with the proper contract bonds, then the Mayor is authorized to execute and the City Clerk to attest the contract.

Section 6. The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker needed to execute the contract or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the contract or to perform such work.

Section 7. This Resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this ____ day of _____, 2010, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2010.

Peter P. DiCianni III, Mayor of the City of
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this ____ day of _____, 2010.

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

COUNCIL ACTION SUMMARY

SUBJECT: Resolution authorizing the issuance of a Notice of Award for the 2010 Watermain Improvements Project

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Services were bid for the 2010 Watermain Improvement Project. There were eleven contractors that bid for the Project. Gerardi was \$58,757.30 lower than the next lowest bid. It is necessary that a resolution be adopted to approve the Notice of Award for the 2010 Watermain Improvements Project.

EXHIBIT A
CITY OF ELMHURST, ILLINOIS
NOTICE OF AWARD

TO: Gerardi Sewer & Water Co.
4520 North Osage
Norridge, IL 60706

PROJECT DESCRIPTION: City of Elmhurst, 2010 Watermain Improvements Project

THE City of Elmhurst has considered the Proposal submitted by you for the above-described work in response to its Notice of Bidders.

YOU ARE HEREBY NOTIFIED that your bid has been accepted for items in the amount of Six Hundred Sixty-One Thousand Three Hundred Two and 20/100ths (\$661,302.20) Dollars, subject to the execution of the Contract and the furnishing of the proper bonds and insurance.

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

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

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

Dated this ____ day of _____, 2010.

City of Elmhurst, Illinois,

By: _____
Peter P. DiCianni III, Mayor of the City of
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this ____ day of _____, 2010.

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

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____,
this ____ day of _____, 2010.

GERARDI SEWER & WATER CO.

By: _____
Frank Gerardi, President

CONTRACT

This Contract is made this ____ day of _____, 2010, between the City of Elmhurst, the City, and _____, the Contractor, for the **2010 Water Main Improvements, Project 09-01**.

The Contractor hereby agrees as hereinafter set forth:

- 1. The Work.** For and in consideration of the payments to be made by the City to the Contractor, and according to the terms of the Contract, the City and the Contractor agree that the Contractor at its own proper cost and expense shall perform all of the work required for the **2010 Water Main Improvement, Project Number 09-01**, in the City of Elmhurst, DuPage County, Illinois, and to furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement in strict compliance with the contract documents, which contract documents are made an essential part of this Contract.
- 2. Contract Sum.** The City shall pay the Contractor for the performance of the work, at the unit prices set forth in the Contractor's Proposal as full compensation for furnishing all the materials, for doing all work contemplated and specified in this contract, for all loss or damage arising out of the nature of the work or from any action of the elements, or from any unforeseen difficulties which may be encountered in the prosecution of the same, for all risks of every description connected with the work, and for well and faithfully completing the work, and the whole thereof, in full compliance with the plans and contract documents, and within the time stated in the Proposal, hereby made a part of hereof, which time is hereby declared to be of the essence of this contract. The undersigned Contractor declares that it understands that the quantities shown in the Proposal are approximate only and that they are subject to increase or decrease; and agrees that it will take, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices forming a part of this Contract.
- 3. Contract Time.** The Work will commence expeditiously after the date the City gives the Contractor written notice to proceed. The work shall be substantially completed within one hundred forty-seven (147) calendar days after the date of such notice, unless an extension of time is granted in accordance with the Specifications.
- 4. Payments.** Partial payment, acceptance, and final payment is to be made to the Contractor in accordance with and subject to the provisions embodied in the General Conditions, which are made a part of this Contract. The City shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*).
- 5. Assignment of Contract.** The Contract shall be deemed to be exclusive between City and Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the City. The City may refuse to accept any substitute Contractor for any reason.
- 6. Notices.** Written notices between City and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

a. If to City:

City of Elmhurst
209 North York Road
Elmhurst, Illinois 60126
Attn: Mr. Thomas P. Borchert, City Manager

b. If to Contractor:

Attn: _____

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

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

- (a) Addenda, if any (none unless indicated here) _____
- (b) Notice to Bidders and Invitation for Bids
- (c) Instructions to Bidders
- (d) Contractor's Certification
- (e) City of Elmhurst Qualification Forms
- (f) Affidavit of Availability
- (g) Proposal
- (h) Contract
- (i) Contract Bond
- (j) Specifications
- (k) Special Provisions
- (l) Check Sheet for Recurring Special Provisions
- (m) Bureau of Design and Environment Special Provisions Check Sheet
- (n) Attachments
- (o) Standard Specifications for Road and Bridge Construction adopted January 1, 2007, as amended by the ERRATA to the Standard Specifications for Road and Bridge Construction, adopted January 1, 2007 and revised January 1, 2010; all of the Supplemental Specifications listed in the contract documents and those Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions, adopted January 1, 2010, indicated on the Check Sheet included in the contract documents supplement the Standard Specifications for Road and Bridge Construction, the Bureau of Design and Environment (BDE) Special Provisions, indicated on the Check Sheet included in the contract documents, the Local Roads Special Provisions, LR 105, "Cooperation with Utilities"; LR 107-4, "Insurance"; LR 107-5 "Substance Abuse Prevention Program" and the "Manual for Materials Inspection," January 1, 2007, all issued by the State of Illinois, Department of Transportation and the "National Manual on Uniform Traffic Control Devices for Streets and Highways" (2003 Edition) supplemented by the "Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways" (2003 Edition) issued by the Illinois Department of Transportation

- (p) The "Standard Specifications for Sewer and Water Main Construction in Illinois" Fifth Edition, May 1996 excluding Sections 2, 3, 4, 5, 6, 7, 8 and 9 of Division I General Requirements and Covenants (hereinafter referred to as the "Standard Specifications for Sewer and Water Main Construction") are hereby incorporated by reference and shall apply to and govern the construction of all sewer and water main work of the City of Elmhurst 2010 Water Main Improvements, Project 09-01 DuPage County, Illinois.
- (q) DuPage County, Illinois Prevailing Wages

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

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

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

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

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

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

City: City of Elmhurst

Contractor: _____
(Name of Contractor)

By: _____

Peter DiCianni, Mayor

By: _____

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

Attest:

Attest:

By: _____

By: _____

Patty Spencer, City Clerk

(Name of Office)

CONTRACTOR'S CERTIFICATION

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

I, _____, hereby certify that I am the _____ of
(Name of Owner or Officer) (Title or Office)
_____, and as such, hereby represent and warrant to the City of
(Name of Contractor)

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

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

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

- (A) the Contractor has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*);
- (B) the Contractor has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
- (C) the Contractor has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 *et seq.*);
- (D) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* (ADrug-Free Workplace Act@), will provide a drug-free workplace by:
 - (1) Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - b. Specifying the actions that will be taken against employees for violations of such prohibition;
 - c. Notifying the employee that, as a condition of employment on such Contract, the employee will;

- i. Abide by the terms of the statement;
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - (2) Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the Contractor's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations;
 - (3) Making it a requirement to give a copy of the statement required by Subsection (D)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
 - (4) Notifying the Village within ten (10) days after receiving notice under paragraph(D)(1)e from an employee or otherwise receiving actual notice of such conviction;
 - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
 - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- (E) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;
- (F) the Contractor, at the time the Contractor submitted a bid on this contract, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210;
- (G) no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City officer, spouse or dependent child of a City officer, agent

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

- (H) no officer or employee of the City has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code; and
- (I) the Contractor has not given to any officer or employee of the City any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code.
- (J) in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
- (K) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

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

Dated: April ____, 2010

Contractor: _____

By: _____

(Name of Owner or Officer (Title or Office))

CONTRACT BOND

_____, as Principal, and
(Name of Contractor)

_____ as Surety is held and
firmly bound unto the City of Elmhurst in the penal sum of
_____ (\$ _____), lawful money of the United States,
well and truly to be paid unto City of Elmhurst, for the payment of which we bind ourselves, our heirs, executors,
administrators, successors, jointly to pay to the City of Elmhurst this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the City of Elmhurst for the performance of work on the contract for which this bond is given and which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damage to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any persons, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the City of Elmhurst and its city council harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void, otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said Principal and the said Surety have caused this instrument to be signed by their respective officers and their corporate seals to be hereunto affixed this _____ day of _____, 2010 A.D.

PRINCIPAL

(Name of Contractor)

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

SURETY

_____ By: _____
(Name of Surety) (Signature of Attorney-in-Fact)

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, _____, a Notary Public in and for said county, do hereby certify that
_____ of _____ and
(Name of Owner or Officer) *(Name of Contractor)*
_____ as _____ of _____
(Name of individual signing on behalf of Surety) *(Office of individual signing on behalf of Surety)*
(Name of Surety)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of Principal and Surety, appeared before me this day in person and acknowledged, respectively, that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this _____ day of _____ A.D. 2010.

Notary Public

My commission expires _____, 20_____.

**A RESOLUTION AUTHORIZING
THE ISSUANCE OF A NOTICE OF AWARD FOR THE
2010 BIO-SOLIDS REMOVAL AND LAND APPLICATION PROJECT
FOR THE CITY OF ELMHURST, ILLINOIS**

WHEREAS, the City of Elmhurst publicly advertised for sealed bids for bio-solids removal services for the 2010 Bio-Solids Removal and Land Application Project; and

WHEREAS, bids were received, publicly opened, examined and declared on Tuesday, March 30, 2010; and

WHEREAS, of the bids received and opened, the apparent lowest responsible bidder is Synagro Central, LLC (“Synagro”).

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

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

Section 2. The City Council does hereby find Synagro to be the lowest responsible bidder for the bio-solids removal services for the 2010 Bio-Solids Removal and Land Application Project.

Section 3. The City of Elmhurst does hereby determine that it is in the best interests of the City and does hereby direct that a Notice of Award be issued to Synagro for the bio-solids removal services for the 2010 Bio-Solids Removal and Land Application Project at the prices set forth in its Proposal subject to the furnishing of the proper bonds and insurance.

Section 4. The Mayor is hereby authorized to execute and the City Clerk to attest and seal a Notice of Award substantially in the form attached hereto marked as Exhibit A and made a part hereof. Further, the Notice of Award shall be issued to Synagro, the lowest responsible bidder, for the bio-solid removal services for the 2010 Bio-Solids Removal and Land Application Project, at the prices listed within the bid proposal, which will result in an amount not to exceed One Hundred

Forty-Four Thousand Seven Hundred Ninety-Two and 23/100ths (\$144,792.23) Dollars. The Notice of Award shall be accompanied by a sufficient number of contracts with all other necessary written contract documents attached for execution by Synagro.

Section 5. Provided further that Synagro returns to the City within ten (10) days of the receipt of the Notice of Award the executed contract with all other necessary written contract documents attached, properly executed by it, along with the proper contract bonds, then the Mayor is authorized to execute and the City Clerk to attest the contract.

Section 6. The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker needed to execute the contract or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the contract or to perform such work.

Section 7. This Resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this ____ day of _____, 2010, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2010.

Peter P. DiCianni III, Mayor of the City of
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this ____ day of _____, 2010.

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

EXHIBIT A
CITY OF ELMHURST, ILLINOIS
NOTICE OF AWARD

TO: Synagro Central, LLC
1250 Larken Avenue
Elgin, IL 60123

PROJECT DESCRIPTION: City of Elmhurst, 2010 Bio-Solids Removal and Land Application Project

THE City of Elmhurst has considered the Proposal submitted by you for the above-described work in response to its Notice of Bidders.

YOU ARE HEREBY NOTIFIED that your bid has been accepted for items in the amount of One Hundred Forty-Four Thousand Seven Hundred Ninety-Two and 23/100ths (\$144,792.23) Dollars, subject to the execution of the Contract and the furnishing of the proper bonds and insurance.

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

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

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

Dated this ____ day of _____, 2010.

City of Elmhurst, Illinois,

By: _____
Peter P. DiCianni III, Mayor of the City of
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this ____ day of _____, 2010.

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

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____,
this ____ day of _____, 2010.

SYNAGRO CENTRAL, LLC

By: _____
Authorized Agent

COUNCIL ACTION SUMMARY

SUBJECT: Resolution authorizing the issuance of a Notice of Award for Bio-Solids Removal for the 2010 Bio-Solids Removal and Land Application Project

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Bio-solids removal services were bid for the 2010 Bio-Solids Removal and Land Application Project. There were two contractors that bid for the bio-solids removal services. Synagro was the low bid by \$4,188.27. It is necessary that a resolution be adopted to approve the Notice of Award for the bio-solids removal services for the 2010 Bio-Solids Removal and Land Application Project.

CITY OF ELMHURST

RESOLUTION NO. R-23-2010

**A RESOLUTION APPROVING A SIDE LETTER AGREEMENT
BETWEEN THE CITY OF ELMHURST AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elmhurst, DuPage and Cook Counties, Illinois, that that certain side letter agreement between the City of Elmhurst and the International Union of Operating Engineers, Local 150, a copy of which is attached hereto as Exhibit "A," is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to execute said side letter agreement.

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

ADOPTED this ____ day of _____, 2010, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2010.

Peter P. DiCianni III, Mayor of the City of
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this ____ day of _____, 2010.

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

**Copies To All
Elected Officials**

4-29-10

COUNCIL ACTION SUMMARY

SUBJECT: Resolution approving a Side Letter Agreement Between the City of Elmhurst and the International Union of Operating Engineers, Local 150

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

This Resolution approves an amendment to the City and the Union bargaining agreement for the Department of Public Works employees. The agreement will defer wage increases from May 1, 2010 to April 30, 2011. The agreement also makes modifications to the Union's plan for insurance premiums. As a result of this forbearance by the Union, the City will rescind its notice of layoff for five bargaining unit Forestry Division Arborists.

EXHIBIT "A"

**SIDE LETTER AGREEMENT BETWEEN
THE CITY OF ELMHURST AND IUOE LOCAL 150**

4. The City represents that, as of the execution of this Side Letter Agreement, it has no present intention to lay-off bargaining unit members during the remainder of this fiscal year. Both parties, however, recognize that economic conditions and the City's funding sources are currently in flux, and in the event that the financial situation worsens this fiscal year, the City may have to consider additional cost-cutting measures, including possibly lay-offs, in order to further reduce costs. In light of the Union's concessions this fiscal year to save jobs, however, the City shall not lay-off any bargaining unit employee this fiscal year, unless it seeks comparable cost reductions from its unrepresented and represented employees.

5. The parties hereto have executed this Side Letter Agreement this _____ day of April, 2010.

CITY OF ELMHURST

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 150

By: _____

By: _____



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

April 26, 2010

TO: Mayor DiCianni and Members of the City Council

RE: **Spring Road Sidewalk Improvements - Scope of Work Adjustment**

The Public Works and Buildings Committee met on Monday, April 26, 2010 to discuss restructuring the Spring Road Sidewalk Improvement contract.

On September 21, 2009, the City Council approved a contract with Schroeder & Schroeder, Inc. in the amount of \$281,949.00 to construct new sidewalk in the area of the Spring Road Business District. The scope of work in that contract included the partial removal and replacement of existing concrete sidewalk, removal of existing trees, installation of new trees and tree grates, decorative benches and trash receptacles, traffic control, and other related work.

Originally the scope of work of the entire Spring Road improvement was divided in a manner that would allow the City to apply for federal funding for the street portion of the work. Per the American Recovery and Reinvestment Act (ARRA) rules the roadway project only included the curb removal and replacement and the street resurfacing. The majority of the sidewalk replacement work, was not grant eligible and therefore was not included in that project. Dividing the construction sequencing in this manner requires that a 5 foot asphalt patch be installed behind most of the curb to allow for a temporary patch between the new sidewalk and the existing curb. This patch will be on both sides of the street.

The City did not receive federal funding for the Spring Road roadway improvements. That leaves an awkward balance of construction operations that would certainly not have been set up other than for the reasons outlined above. Combining the curb and gutter removal and replacement with the original Schroeder & Schroeder contract would improve ease of construction, result in the shortest construction time frame and least disruption. The City will separately include the grind and pave portion of the street work with this year's street resurfacing program.

Copies To All
Elected Officials

4-29-10

cc: P.W. and
Bldg. Comm.

Mayor TPB Koff
Hughes Strickland
4-22-10

Page 2

TO: Mayor DiCianni and Members of the City Council

RE: **Spring Road Sidewalk Improvements - Scope of Work Adjustment**

City staff is recommending amending the existing Schroeder & Schroeder contract to include the removal and replacement of the curb and gutter and adding the additional sidewalk between the proposed curb and the new sidewalk to the Schroeder & Schroeder contract. The value of this work is \$94,330.00 for a total contract value of \$376,279.00, see attached proposal. Schroeder & Schroeder's price for curb and gutter is less expensive than all but one of the bidders for the 2009 contract paving project, see attached bid tabulation..

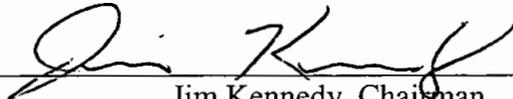
Restructuring the work on Spring Road in the manner outlined above will reduce construction costs, ensure a better quality end product, and significantly reduce the length of time of the construction and disruption to the business owners.

Monies for this work have been provided in the amount of \$400,000 in the FY09/10 Budget in account number 110-6041-432-80-15.

It is, therefore, the recommendation of the Public Works and Building Committee that the additional work as outlined above be added to the current contract with Schroeder & Schroeder, Inc for a total value of \$376,279.00 be accepted and that the City Attorney be authorized to prepare the appropriate resolution.

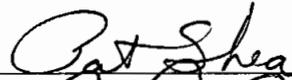
Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE

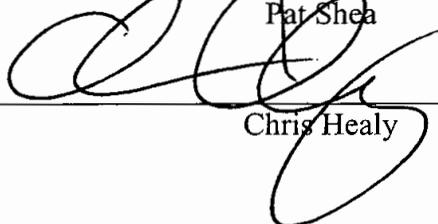


Jim Kennedy, Chairman

Michael Bram, Vice Chairman



Pat Shea



Chris Healy



Schroeder & Schroeder Inc.



0435

CONCRETE CONTRACTORS

7306 CENTRAL PARK - SKOKIE, ILLINOIS 60076

PHONE 847-933-0526 · FAX 847-933-0528

March 25, 2010

Kim McGrew
City of Elmhurst
209 N. York
Elmhurst, IL 60126

RE: Spring Road Business District – Sidewalk Improvements

Dear Kim:

Schroeder & Schroeder Inc. would like you to reconsider this revised quote for additional concrete work for Spring Road. There are several strong points that make this offer valid.

If Schroeder & Schroeder Inc. revised quote is acceptable then you will have;

- A. A Downtown Beautification Project 100% completed before Memorial Day
Future grind and overlay will not disrupt businesses again, only traffic and parking for a couple of days
- B. Not risked paying more for Curb & Gutter on a later bid
Start up jobs for April are at cost now, but typically rise as the season progresses
- C. Save \$ 50,000.00 on temporary bituminous patch of sidewalk area behind curb and complete that same area in concrete

The Down side of doing the curb & gutter with paving is:

- A. Extended Disruption of Spring Rd Business District with the typical schedule of 2009 Sidewalk followed by 2010 Paving Contract. (If you put strict completion dates on the paving contract, then prices will go up.

Late April: PCC Sidewalk removal and replacement, Tree Grates. Bituminous patch
Early May: All other Misc., plant trees, and install benches and receptacles

Start: Mid June: Curb & gutter removal and replacement 2 weeks with cure time
Late June: Grind and Overlay, Surface Course and Paint Stripe

- B. The removal and replacement of curb and gutter may damage new tree grate curbing.



Schroeder & Schroeder Inc.



CONCRETE CONTRACTORS
7306 CENTRAL PARK - SKOKIE, ILLINOIS 60076
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We have a curb machine crew available in late April and could complete all work in approximately 2-3 weeks or mid May. For this reason, we are willing to revise our alternative pricing to near cost, so that our crew can fill that early schedule gap and to help the City of Elmhurst and the affected Businesses to better coordinate this project.

1. Curb & Gutter Removal	3692 LF @ \$ 2.00 LF	\$ 7,384.00
2. Class D Patches 2"	1231 SY @ 20.00 SY	24,620.00
3. Storm Sewer, Rubber Gasket, Class A TY 1, 12"	40 EA @ 65.00 EA	2,600.00
4. Inlet Adjustment	16 EA @ 275.00 EA	4,400.00
5. Inlet Adj with New Frame & Grate	3 EA @ 660.00 EA	1,980.00
6. Inlet TY A with New Frame & Grate	2 EA @ 1550.00 EA	4,650.00
7. Remove Inlet	2 EA @ 350.00 EA	700.00
8. Comb Conc. Curb & Gutter TYB612	3692 LF @ 13.00 LF	47,997.00

TOTAL PRICE FOR ALL WORK \$ 94,330.00

I hope this clarifies the situation for the future planning of this project.

If you have any further questions or concerns, please do not hesitate to contact me.

Sincerely,

Chris Schroeder
President

CITY OF ELMHURST
2009 CONTACT PAVING
BID TABULATION

CONTRACTOR:			C-A Cement Co., Inc. Bloomingdale, IL		R.W. Dunteman Addison, IL		Brothers Asphalt Paving, Inc. Addison, IL		Orange Crush, LLC Hillside, IL		G&M Cement Addison, IL	
ITEM	DESCRIPTION	UNITS	PLAN QUANTITY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE
1	Lev. Binder (Machine Method), N50 (15%RAP)	TN	3,967	\$63.10	\$250,317.70	\$69.50	\$275,706.50	\$73.00	\$289,591.00	\$66.00	\$261,822.00	\$66.00
2	Hot Mix Asphalt Surface Course, Mix D, N50 (15% RAP)	TN	3,967	\$69.10	\$274,119.70	\$69.50	\$275,706.50	\$73.00	\$289,591.00	\$68.00	\$269,756.00	\$72.40
3	Aggregate Base - 8"	SY	1,094	\$7.00	\$7,658.00	\$7.97	\$8,719.18	\$8.00	\$8,752.00	\$8.00	\$8,752.00	\$8.00
4	Aggregate Subgrade - 12"	SY	100	\$13.00	\$1,300.00	\$14.50	\$1,450.00	\$15.00	\$1,500.00	\$12.00	\$1,200.00	\$10.00
5	Bituminous Materials (Prime)	GL	13,689	\$0.10	\$1,368.90	\$0.10	\$1,368.90	\$0.10	\$1,368.90	\$0.10	\$1,368.90	\$0.01
6	Pavement Removal	SY	1,094	\$8.00	\$8,752.00	\$7.00	\$7,658.00	\$10.00	\$10,940.00	\$5.00	\$5,470.00	\$8.00
7	Asphalt Curb and Gutter Removal	LF	4,200	\$4.00	\$16,800.00	\$3.00	\$12,600.00	\$3.50	\$14,700.00	\$3.00	\$12,600.00	\$5.00
8	Combination Concrete Curb & Gutter Removal	LF	13,614	\$3.00	\$40,842.00	\$3.50	\$47,649.00	\$3.50	\$47,649.00	\$4.00	\$54,456.00	\$3.50
9	Combination Concrete Curb & Gutter TY B-6.12	LF	17,614	\$13.00	\$228,982.00	\$12.30	\$216,652.20	\$13.65	\$240,431.10	\$12.50	\$220,175.00	\$13.55
10	Combination Concrete Curb & Gutter, TY M-3.12	LF	200	\$14.00	\$2,800.00	\$12.00	\$2,400.00	\$14.00	\$2,800.00	\$12.50	\$2,500.00	\$13.55
11	Sidewalk Removal & Replacement, PCC 5"	SF	4,759	\$4.25	\$20,225.75	\$4.00	\$19,036.00	\$4.20	\$19,987.80	\$4.50	\$21,415.50	\$4.25
12	Sidewalk Removal & Replacement, PCC 6"	SF	896	\$4.50	\$4,032.00	\$4.25	\$3,808.00	\$5.00	\$4,480.00	\$5.00	\$4,480.00	\$4.75
	Sidewalk Ramp Removal & Replacement, PCC 5" with Detectable Warnings	SF	2,300	\$10.00	\$23,000.00	\$12.00	\$27,600.00	\$8.00	\$18,400.00	\$10.75	\$24,725.00	\$10.00
14	New Sidewalk, PCC 5"	SF	100	\$6.00	\$600.00	\$6.00	\$600.00	\$8.00	\$800.00	\$12.00	\$1,200.00	\$10.00
15	Driveway Pavement Removal & Replacement PCC 6"	SY	2,958	\$38.00	\$112,404.00	\$37.35	\$110,481.30	\$41.00	\$121,278.00	\$39.00	\$115,362.00	\$41.00
16	Driveway Pav't Removal & Replacement Bit. 3"	SY	938	\$28.00	\$26,264.00	\$25.50	\$23,919.00	\$25.00	\$23,450.00	\$36.00	\$33,768.00	\$29.00
17	Driveway Removal & Replacement Special	SY	47	\$45.00	\$2,115.00	\$65.00	\$3,055.00	\$80.00	\$3,760.00	\$80.00	\$3,760.00	\$90.00
18	Earth Excavation	CY	100	\$30.00	\$3,000.00	\$50.00	\$5,000.00	\$40.00	\$4,000.00	\$39.58	\$3,958.00	\$35.00
19	Special Excavation	CY	50	\$30.00	\$1,500.00	\$50.00	\$2,500.00	\$20.00	\$1,000.00	\$39.58	\$1,979.00	\$35.00
20	Pavement Patching - Bituminous	SY	2,861	\$37.50	\$107,287.50	\$30.00	\$85,830.00	\$47.00	\$134,467.00	\$44.00	\$125,884.00	\$38.50
21	Parking Lot Paving	TN	245	\$75.00	\$18,375.00	\$61.50	\$15,067.50	\$78.00	\$19,110.00	\$68.00	\$16,660.00	\$78.75
22	Manhole Adjustment	EA	48	\$460.00	\$22,080.00	\$350.00	\$16,800.00	\$300.00	\$14,400.00	\$375.00	\$18,000.00	\$420.00
23	Sanitary Manhole Adjustment	EA	38	\$460.00	\$17,480.00	\$750.00	\$28,500.00	\$300.00	\$11,400.00	\$375.00	\$14,250.00	\$420.00
24	Manhole Adjustment with New Frame & Lid	EA	49	\$485.00	\$23,765.00	\$500.00	\$24,500.00	\$350.00	\$17,150.00	\$614.00	\$30,086.00	\$683.00
25	Reconstruct Existing Manhole w/New Frame & Lid	EA	1	\$900.00	\$900.00	\$1,100.00	\$1,100.00	\$950.00	\$950.00	\$1,200.00	\$1,200.00	\$1,155.00
26	Manhole - 48", Type A w/New Frame & Lid	EA	1	\$2,000.00	\$2,000.00	\$4,300.00	\$4,300.00	\$2,500.00	\$2,500.00	\$1,700.00	\$1,700.00	\$2,625.00
27	Inlets to be Adjusted	EA	43	\$300.00	\$12,900.00	\$225.00	\$9,675.00	\$300.00	\$12,900.00	\$220.00	\$9,460.00	\$220.00
28	Inlet Adjust with New Frame and Grate	EA	10	\$475.00	\$4,750.00	\$550.00	\$5,500.00	\$350.00	\$3,500.00	\$497.85	\$4,978.50	\$700.00
29	Inlet Type A with New Frame and Grate	EA	12	\$800.00	\$9,600.00	\$925.00	\$11,100.00	\$800.00	\$9,600.00	\$1,100.00	\$13,200.00	\$1,365.00
30	Fill Existing Catchbasin	EA	2	\$200.00	\$400.00	\$180.00	\$360.00	\$100.00	\$200.00	\$240.50	\$481.00	\$300.00
31	Inlet Protection	EA	75	\$100.00	\$7,500.00	\$180.00	\$13,500.00	\$50.00	\$3,750.00	\$50.00	\$3,750.00	\$100.00
32	Storm Sewer TY 2 - 10"	LF	80	\$40.00	\$3,200.00	\$65.00	\$5,200.00	\$65.00	\$5,200.00	\$50.00	\$4,000.00	\$45.00
33	Grinding (Asphalt) 0- 3"	SY	46,269	\$2.15	\$99,478.35	\$1.80	\$83,284.20	\$0.50	\$23,134.50	\$2.00	\$92,538.00	\$2.20
34	Grinding (Asphalt) 3-5"	SY	7,803	\$2.75	\$21,458.25	\$2.20	\$17,166.60	\$2.50	\$19,507.50	\$3.50	\$27,310.50	\$2.80
35	Grinding (Concrete) 0-3"	SY	16,347	\$2.90	\$47,406.30	\$2.20	\$35,963.40	\$4.00	\$65,388.00	\$3.00	\$49,041.00	\$2.90
36	Temporary Pavement Markings - Line 4"	LF	1,150	\$0.80	\$920.00	\$1.50	\$1,725.00	\$1.00	\$1,150.00	\$0.30	\$345.00	\$0.25
37	Temporary Pavement Markings - Line 24"	LF	240	\$3.00	\$720.00	\$4.00	\$960.00	\$2.00	\$480.00	\$2.00	\$480.00	\$1.80
38	Temporary Pavement Markings - Letters & Symbols	SF	150	\$5.50	\$825.00	\$4.00	\$600.00	\$1.00	\$150.00	\$3.00	\$450.00	\$0.53
39	Epoxy Pavement Markings - Line 4" (Special)	LF	1,625	\$1.56	\$2,535.00	\$1.56	\$2,535.00	\$1.70	\$2,762.50	\$1.70	\$2,762.50	\$1.71
40	Epoxy Pavement Markings - Line 6" (Special)	LF	1,705	\$2.34	\$3,989.70	\$2.34	\$3,989.70	\$2.50	\$4,262.50	\$2.50	\$4,262.50	\$2.57
41	Epoxy Pavement Markings - Line 4"	LF	926	\$0.97	\$898.22	\$0.97	\$898.22	\$1.00	\$926.00	\$1.10	\$1,018.60	\$1.01
42	Epoxy Pavement Markings - Line 6"	LF	725	\$1.45	\$1,051.25	\$1.45	\$1,051.25	\$2.00	\$1,450.00	\$1.60	\$1,160.00	\$1.59
43	Epoxy Pavement Markings - Line 24"	LF	240	\$5.90	\$1,416.00	\$5.82	\$1,396.80	\$6.00	\$1,440.00	\$6.50	\$1,560.00	\$6.40
44	Epoxy Pavement Markings - Letters & Symbols	SF	200	\$3.00	\$600.00	\$3.00	\$600.00	\$4.00	\$800.00	\$3.25	\$650.00	\$3.30
45	Pavement Marking Removal	LF	100	\$5.00	\$500.00	\$5.00	\$500.00	\$6.00	\$600.00	\$5.25	\$525.00	\$5.50
46	Topsoil Placement 4"	SY	6,303	\$3.50	\$22,060.50	\$4.00	\$25,212.00	\$6.00	\$37,818.00	\$2.85	\$17,963.55	\$4.15
47	Supplemental Watering	UN	132	\$15.00	\$1,980.00	\$30.00	\$3,960.00	\$15.00	\$1,980.00	\$16.55	\$2,184.60	\$0.01
48	Traffic Control and Protection	LS	1	\$15,000.00	\$15,000.00	\$38,500.00	\$38,500.00	\$15,000.00	\$15,000.00	\$27,000.00	\$27,000.00	\$23,000.00
49	2" PVC Conduit	LF	2,529	\$3.00	\$7,587.00	\$3.00	\$7,587.00	\$1.00	\$2,529.00	\$2.65	\$6,701.85	\$1.00
50	Concrete Parking Blocks	EA	22	\$80.00	\$1,760.00	\$75.00	\$1,650.00	\$50.00	\$1,100.00	\$75.00	\$1,650.00	\$100.00
CORRECT TOTAL:					\$1,486,504.12		\$1,494,921.25		\$1,520,083.80		\$1,530,000.00	
TOTAL AS READ:					\$1,486,504.12		\$1,494,921.25		\$1,520,084.80		\$1,530,000.00	

CITY OF ELMHURST
2009 CONTACT PAVING
BID TABULATION

ITEM	DESCRIPTION	UNITS	CONTRACTOR: Construction		Nardulli Concrete Chicago, IL		Arrow Road Construction Mt. Prospect, IL		K-Five Construction Lemont, IL		Triggs Constr West Chicago
			PLAN QUANTITY	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE
1	Lev. Binder (Machine Method), N50 (15%RAP)	TN	3,967	\$261,822.00	\$63.00	\$249,921.00	\$67.40	\$267,375.80	\$63.00	\$249,921.00	\$65.00
2	Hot Mix Asphalt Surface Course, Mix D, N50 (15% RAP)	TN	3,967	\$287,210.80	\$69.00	\$273,723.00	\$66.95	\$265,590.65	\$69.00	\$273,723.00	\$70.00
3	Aggregate Base - 8"	SY	1,094	\$8,752.00	\$8.00	\$8,752.00	\$10.60	\$11,596.40	\$11.00	\$12,034.00	\$10.00
4	Aggregate Subgrade - 12"	SY	100	\$1,000.00	\$12.00	\$1,200.00	\$9.75	\$975.00	\$50.00	\$5,000.00	\$15.00
5	Bituminous Materials (Prime)	GL	13,689	\$136.89	\$0.01	\$136.89	\$0.01	\$136.89	\$0.01	\$136.89	\$0.01
6	Pavement Removal	SY	1,094	\$8,752.00	\$10.00	\$10,940.00	\$18.50	\$20,239.00	\$9.00	\$9,846.00	\$15.00
7	Asphalt Curb and Gutter Removal	LF	4,200	\$21,000.00	\$4.50	\$18,900.00	\$2.70	\$11,340.00	\$4.75	\$19,950.00	\$5.00
8	Combination Concrete Curb & Gutter Removal	LF	13,614	\$47,649.00	\$4.50	\$61,263.00	\$2.50	\$34,035.00	\$4.75	\$64,666.50	\$5.00
9	Combination Concrete Curb & Gutter TY B-6.12	LF	17,614	\$238,669.70	\$13.25	\$233,385.50	\$12.00	\$211,368.00	\$13.15	\$231,624.10	\$15.00
10	Combination Concrete Curb & Gutter, TY M-3.12	LF	200	\$2,710.00	\$13.25	\$2,650.00	\$11.75	\$2,350.00	\$13.15	\$2,630.00	\$15.00
11	Sidewalk Removal & Replacement, PCC 5"	SF	4,759	\$20,225.75	\$4.90	\$23,319.10	\$3.90	\$18,560.10	\$4.95	\$23,557.05	\$5.50
12	Sidewalk Removal & Replacement, PCC 6"	SF	896	\$4,256.00	\$5.00	\$4,480.00	\$4.00	\$3,584.00	\$5.25	\$4,704.00	\$6.00
	Sidewalk Ramp Removal & Replacement, PCC 5" with Detectable Warnings	SF	2,300	\$23,000.00	\$12.00	\$27,600.00	\$10.00	\$23,000.00	\$9.50	\$21,850.00	\$15.00
14	New Sidewalk, PCC 5"	SF	100	\$1,000.00	\$5.50	\$550.00	\$4.00	\$400.00	\$4.75	\$475.00	\$5.50
15	Driveway Pavement Removal & Replacement PCC 6"	SY	2,958	\$121,278.00	\$39.50	\$116,841.00	\$36.00	\$106,488.00	\$42.00	\$124,236.00	\$50.00
16	Driveway Pav't Removal & Replacement Bit. 3"	SY	938	\$27,202.00	\$31.00	\$29,078.00	\$38.10	\$35,737.80	\$44.00	\$41,272.00	\$40.00
17	Driveway Removal & Replacement Special	SY	47	\$4,230.00	\$90.00	\$4,230.00	\$126.25	\$5,933.75	\$90.00	\$4,230.00	\$75.00
18	Earth Excavation	CY	100	\$3,500.00	\$40.00	\$4,000.00	\$45.70	\$4,570.00	\$50.00	\$5,000.00	\$40.00
19	Special Excavation	CY	50	\$1,750.00	\$40.00	\$2,000.00	\$47.55	\$2,377.50	\$50.00	\$2,500.00	\$40.00
20	Pavement Patching - Bituminous	SY	2,861	\$110,148.50	\$36.55	\$104,569.55	\$46.15	\$132,035.15	\$37.00	\$105,857.00	\$37.25
21	Parking Lot Paving	TN	245	\$19,293.75	\$75.00	\$18,375.00	\$96.55	\$23,654.75	\$76.00	\$18,620.00	\$75.00
22	Manhole Adjustment	EA	48	\$20,160.00	\$450.00	\$21,600.00	\$325.00	\$15,600.00	\$475.00	\$22,800.00	\$450.00
23	Sanitary Manhole Adjustment	EA	38	\$15,960.00	\$450.00	\$17,100.00	\$500.00	\$19,000.00	\$625.00	\$23,750.00	\$450.00
24	Manhole Adjustment with New Frame & Lid	EA	49	\$33,467.00	\$725.00	\$35,525.00	\$560.00	\$26,950.00	\$725.00	\$35,525.00	\$725.00
25	Reconstruct Existing Manhole w/New Frame & Lid	EA	1	\$1,155.00	\$1,250.00	\$1,250.00	\$1,500.00	\$1,500.00	\$850.00	\$850.00	\$1,250.00
26	Manhole - 48", Type A w/New Frame & Lid	EA	1	\$2,625.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$4,500.00	\$4,500.00	\$3,000.00
27	Inlets to be Adjusted	EA	43	\$9,460.00	\$225.00	\$9,675.00	\$200.00	\$8,600.00	\$225.00	\$9,675.00	\$225.00
28	Inlet Adjust with New Frame and Grate	EA	10	\$7,000.00	\$525.00	\$5,250.00	\$450.00	\$4,500.00	\$575.00	\$5,750.00	\$525.00
29	Inlet Type A with New Frame and Grate	EA	12	\$16,380.00	\$850.00	\$10,200.00	\$1,000.00	\$12,000.00	\$1,300.00	\$15,600.00	\$850.00
30	Fill Existing Catchbasin	EA	2	\$600.00	\$200.00	\$400.00	\$100.00	\$200.00	\$175.00	\$350.00	\$200.00
31	Inlet Protection	EA	75	\$7,500.00	\$175.00	\$13,125.00	\$125.00	\$9,375.00	\$175.00	\$13,125.00	\$175.00
32	Storm Sewer TY.2 - 10"	LF	80	\$3,600.00	\$55.00	\$4,400.00	\$65.00	\$5,200.00	\$45.00	\$3,600.00	\$55.00
33	Grinding (Asphalt) 0- 3"	SY	46,269	\$101,791.80	\$2.10	\$97,164.90	\$2.40	\$111,045.60	\$2.00	\$92,538.00	\$2.10
34	Grinding (Asphalt) 3-5"	SY	7,803	\$21,848.40	\$2.65	\$20,677.95	\$3.75	\$29,261.25	\$2.75	\$21,458.25	\$2.65
35	Grinding (Concrete) 0-3"	SY	16,347	\$47,406.30	\$2.75	\$44,954.25	\$2.75	\$44,954.25	\$2.80	\$45,771.60	\$2.75
36	Temporary Pavement Markings - Line 4"	LF	1,150	\$287.50	\$0.40	\$460.00	\$0.01	\$11.50	\$0.20	\$230.00	\$1.00
37	Temporary Pavement Markings - Line 24"	LF	240	\$432.00	\$1.50	\$360.00	\$0.01	\$2.40	\$1.60	\$384.00	\$6.00
38	Temporary Pavement Markings - Letters & Symbols	SF	150	\$79.50	\$2.50	\$375.00	\$0.01	\$1.50	\$0.50	\$75.00	\$5.00
39	Epoxy Pavement Markings - Line 4" (Special)	LF	1,625	\$2,778.75	\$5.50	\$8,937.50	\$1.55	\$2,518.75	\$1.55	\$2,518.75	\$3.00
40	Epoxy Pavement Markings - Line 6" (Special)	LF	1,705	\$4,381.85	\$6.50	\$11,082.50	\$2.35	\$4,006.75	\$2.45	\$4,177.25	\$4.50
41	Epoxy Pavement Markings - Line 4"	LF	926	\$935.26	\$4.50	\$4,167.00	\$1.00	\$926.00	\$1.00	\$926.00	\$0.80
42	Epoxy Pavement Markings - Line 6"	LF	725	\$1,152.75	\$5.50	\$3,987.50	\$1.45	\$1,051.25	\$1.50	\$1,087.50	\$1.50
43	Epoxy Pavement Markings - Line 24"	LF	240	\$1,536.00	\$20.00	\$4,800.00	\$4.85	\$1,164.00	\$6.25	\$1,500.00	\$6.00
44	Epoxy Pavement Markings - Letters & Symbols	SF	200	\$660.00	\$30.00	\$6,000.00	\$3.00	\$660.00	\$3.00	\$660.00	\$6.00
45	Pavement Marking Removal	LF	100	\$550.00	\$0.50	\$50.00	\$5.00	\$500.00	\$5.00	\$500.00	\$2.00
46	Topsoil Placement 4"	SY	6,303	\$26,157.45	\$4.00	\$25,212.00	\$3.50	\$22,060.50	\$5.00	\$31,515.00	\$5.00
47	Supplemental Watering	UN	132	\$1.32	\$35.00	\$4,620.00	\$10.00	\$1,320.00	\$10.00	\$1,320.00	\$10.00
48	Traffic Control and Protection	LS	1	\$23,000.00	\$20,000.00	\$20,000.00	\$71,500.00	\$71,500.00	\$41,800.00	\$41,800.00	\$20,000.00
49	2" PVC Conduit	LF	2,529	\$2,529.00	\$3.00	\$7,587.00	\$3.00	\$7,587.00	\$2.15	\$5,437.35	\$2.50
50	Concrete Parking Blocks	EA	22	\$2,200.00	\$75.00	\$1,650.00	\$75.00	\$1,650.00	\$60.00	\$1,320.00	\$100.00
CORRECT TOTAL:				\$1,569,221.27		\$1,579,524.64		\$1,587,933.54		\$1,610,516.24	
TOTAL AS READ:				\$1,569,223.83		\$1,579,524.64		\$1,587,933.54		\$1,610,516.24	

CITY OF ELMHURST
2009 CONTACT PAVING
BID TABULATION

ITEM	DESCRIPTION	CONTRACTOR: []			Average Prices		
		UNITS	PLAN QUANTITY	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE
1	Lev. Binder (Machine Method), N50 (15%RAP)	TN	3,967	\$257,855.00	\$66.22	\$262,703.56	
2	Hot Mix Asphalt Surface Course, Mix D, N50 (15% RAP)	TN	3,967	\$277,690.00	\$69.66	\$276,345.63	
3	Aggregate Base - 8"	SY	1,094	\$10,940.00	\$8.73	\$9,550.62	
4	Aggregate Subgrade - 12"	SY	100	\$1,500.00	\$16.81	\$1,680.56	
5	Bituminous Materials (Prime)	GL	13,689	\$136.89	\$0.05	\$684.45	
6	Pavement Removal	SY	1,094	\$16,410.00	\$10.06	\$11,000.78	
7	Asphalt Curb and Gutter Removal	LF	4,200	\$21,000.00	\$3.94	\$16,543.33	
8	Combination Concrete Curb & Gutter Removal	LF	13,614	\$68,070.00	\$3.81	\$51,808.83	
9	Combination Concrete Curb & Gutter TY B-6.12	LF	17,614	\$264,210.00	\$13.16	\$231,721.96	
10	Combination Concrete Curb & Gutter, TY M-3.12	LF	200	\$3,000.00	\$13.24	\$2,648.89	
11	Sidewalk Removal & Replacement, PCC 6"	SF	4,759	\$26,174.50	\$4.49	\$21,389.06	
12	Sidewalk Removal & Replacement, PCC 6"	SF	896	\$5,376.00	\$4.86	\$4,355.56	
13	Sidewalk Ramp Removal & Replacement, PCC 5" with Detectable Warnings	SF	2,300	\$34,500.00	\$10.81	\$24,852.78	
14	New Sidewalk, PCC 5"	SF	100	\$550.00	\$6.86	\$686.11	
15	Driveway Pavement Removal & Replacement PCC 6"	SY	2,958	\$147,900.00	\$40.43	\$119,585.37	
16	Driveway Pavt Removal & Replacement Bit. 3"	SY	938	\$37,520.00	\$32.96	\$30,912.31	
17	Driveway Removal & Replacement Special	SY	47	\$3,525.00	\$82.36	\$3,870.97	
18	Earth Excavation	CY	100	\$4,000.00	\$41.14	\$4,114.22	
19	Special Excavation	CY	50	\$2,000.00	\$39.13	\$1,956.28	
20	Pavement Patching - Bituminous	SY	2,861	\$108,572.25	\$39.33	\$112,516.77	
21	Parking Lot Paving	TN	245	\$18,375.00	\$75.98	\$18,614.56	
22	Manhole Adjustment	EA	48	\$21,600.00	\$400.56	\$19,226.67	
23	Sanitary Manhole Adjustment	EA	38	\$17,100.00	\$481.11	\$18,282.22	
24	Manhole Adjustment with New Frame & Lid	EA	49	\$35,525.00	\$595.22	\$29,165.89	
25	Reconstruct Existing Manhole w/New Frame & Lid	EA	1	\$1,250.00	\$1,128.33	\$1,128.33	
26	Manhole - 48", Type A w/New Frame & Lid	EA	1	\$3,000.00	\$3,013.89	\$3,013.89	
27	Inlets to be Adjusted	EA	43	\$9,675.00	\$237.78	\$10,224.44	
28	Inlet Adjust with New Frame and Grate	EA	10	\$5,250.00	\$516.43	\$5,164.28	
29	Inlet Type A with New Frame and Grate	EA	12	\$10,200.00	\$998.89	\$11,986.67	
30	Fill Existing Catchbasin	EA	2	\$400.00	\$188.39	\$376.78	
31	Inlet Protection	EA	75	\$13,125.00	\$125.56	\$9,416.67	
32	Storm Sewer TY 2 - 10"	LF	80	\$4,400.00	\$53.89	\$4,311.11	
33	Grinding (Asphalt) 0- 3"	SY	46,269	\$97,164.90	\$1.92	\$88,682.25	
34	Grinding (Asphalt) 3-5"	SY	7,803	\$20,677.95	\$2.84	\$22,151.85	
35	Grinding (Concrete) 0-3"	SY	16,347	\$44,954.25	\$2.89	\$47,315.48	
36	Temporary Pavement Markings - Line 4"	LF	1,150	\$1,150.00	\$0.61	\$697.67	
37	Temporary Pavement Markings - Line 24"	LF	240	\$1,440.00	\$2.43	\$584.27	
38	Temporary Pavement Markings - Letters & Symbols	SF	150	\$750.00	\$2.45	\$367.33	
39	Epoxy Pavement Markings - Line 4" (Special)	LF	1,625	\$4,875.00	\$2.20	\$3,580.42	
40	Epoxy Pavement Markings - Line 6" (Special)	LF	1,705	\$7,672.50	\$3.12	\$5,313.92	
41	Epoxy Pavement Markings - Line 4"	LF	926	\$740.80	\$1.37	\$1,270.68	
42	Epoxy Pavement Markings - Line 6"	LF	725	\$1,087.50	\$2.00	\$1,453.22	
43	Epoxy Pavement Markings - Line 24"	LF	240	\$1,440.00	\$7.52	\$1,805.87	
44	Epoxy Pavement Markings - Letters & Symbols	SF	200	\$1,200.00	\$6.51	\$1,301.11	
45	Pavement Marking Removal	LF	100	\$200.00	\$4.36	\$436.11	
46	Topsoil Placement 4"	SY	6,303	\$31,515.00	\$4.22	\$26,612.67	
47	Supplemental Watering	UN	132	\$1,320.00	\$15.73	\$2,076.21	
48	Traffic Control and Protection	LS	1	\$20,000.00	\$30.00	\$30,200.00	
49	2" PVC Conduit	LF	2,529	\$6,322.50	\$2.37	\$5,985.30	
50	Concrete Parking Blocks	EA	22	\$2,200.00	\$76.67	\$1,686.67	
				CORRECT TOTAL:	\$1,673,540.04	\$1,561,360.54	
				TOTAL AS READ:	\$1,673,541.89		

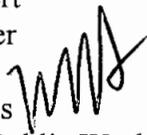


CITY OF ELMHURST
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PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

MEMORANDUM

TO: Tom Borchert
City Manager

FROM: Mike Hughes 
Director of Public Works

DATE: April 29, 2010

RE: **Spring Road Sidewalk Improvements**
Revised Construction Plan

The City's contractor for the Spring Road Sidewalk Improvements, Schroeder and Schroeder, submitted a proposal for curb and gutter replacement (and other associated work) in the Spring Road Business District. The City's plan was for Schroeder & Schroeder to replace the concrete sidewalk to within 5' of the back of curb and install a 5' wide asphalt patch. The City had applied for ARRA funding for the roadway reconstruction including 5' of new sidewalk behind the curb and gutter. This staging of the contract was not standard but was necessary to apply for the funding. The City did not receive this funding. Reconfiguring the construction staging to allow the curb and sidewalk construction to be completed at the same time, creates the following advantages to the businesses, the City, and the construction schedule:

Advantage

Disruption to Businesses:

- Minimized greatly. Pedestrian and driveway access affected once for curb and sidewalk work, rather than twice if separate projects.
- Construction debris and obstacles will only be encountered once.

Time of Completion:

- All sidewalk work can be completed by mid-June, versus late July if done as separate projects.
- Streetscape accessories such as decorative planters, benches, and garbage cans can be installed and enjoyed by patrons immediately upon completion of the sidewalk, rather than later during the paving contract.

Advantages (cont.)

- Ease of Construction:
- Greatly improved. Curb can be constructed first, establishing grade for the proposed sidewalk and tree grates. Results in a better product for the City.
 - Reduces the possibility of damage to concrete tree grate edging and decorative light poles.
 - Project is constructed as one operation, rather than two separate projects.
- Cost: Saves the City \$25,000 to \$50,000 in asphalt patching.

To further explain the financial benefit, the 5' asphalt patch (at a cost of \$50,000) will not be needed if the sidewalk and new curb are constructed all at one time. A 2.5' patch adjacent to the new curb (at a cost of \$25,000) may be needed, depending on the timing of grinding and paving operations during Contract Paving.

Schroeder & Schroeder's curb replacement bid of \$15.00/l.f. is very competitive. It is lower than the average bid price of \$16.97/l.f. for 2009 Contract Paving (and is lower than all but one individual bid). The 2010 Contract Paving bid would have to be \$1.50 to \$3.00/l.f. for curb removal and replacement to save the same \$25,000 to \$50,000 for the patch work.

O-12-2010

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE
SECOND AMENDMENT TO THE ANNEXATION AGREEMENT BETWEEN THE
CITY OF ELMHURST, ELMHURST MEMORIAL HEALTHCARE, PERRONE AND
POOLE, FOR PROPERTY LOCATED AT HARVARD STREET AND KIRK STREET
IN ELMHURST, ILLINOIS
(ELMHURST MEMORIAL HEALTHCARE)**

WHEREAS, on March 10, 2008, the City of Elmhurst ("City"), Elmhurst Memorial Healthcare ("EMHC"), Robert W. Perrone, William Poole and Karen Poole entered into an Agreement entitled "An Annexation Agreement between the City of Elmhurst, Elmhurst Memorial Healthcare, Perrone and Poole, for Property Located at Harvard Street and Kirk Street in Elmhurst, Illinois" which was recorded on March 14, 2008 under Document No. R2008-041258 (the "2008 Annexation Agreement"); and

WHEREAS, a First Amendment to the Annexation Agreement ("First Amendment Annexation Agreement") was approved by the City on April 21, 2008 pursuant to Ordinance No. 0-11-2008; and

WHEREAS, Section XI.C of the 2008 Annexation Agreement provides for amendments thereto upon the consent of the parties thereto; and

WHEREAS, EMHC is the successor in title to the real property formerly owned by Robert W. Perrone and William and Karen Poole and has authority to amend the 2008 Annexation Agreement pursuant to Section XI.B thereof; and

WHEREAS, Lillian G. Coran, as Trustee under the Coran Living Trust dated April 28, 1993 and Shirley J. Bublitz, as Trustee under the Shirley J. Bublitz Living Trust dated April 17, 1996 are owners of certain real property under contract for sale to EMHC and wish to join with EMHC in a second amendment to the Annexation Agreement (the “Second Amendment Annexation Agreement”); and

WHEREAS, it is in the best interests of the City to enter into the Second Amendment Annexation Agreement, a copy of which is attached and made a part hereof as Exhibit A; and

WHEREAS, City has complied with the statutory procedures provided in Section 5/11-15.1-3 of the Illinois Municipal Code, as amended [65 ILCS 5/11-15.1-3 (2008 State Bar Ed.)], for the approval and execution of the Second Amendment Annexation Agreement.

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

Section 2. That the Second Amendment Annexation Agreement, in the form attached hereto as Exhibit “A,” is hereby approved and, upon receipt of two (2) executed copies of the Second Amendment Annexation Agreement in substantially the form attached hereto as Exhibit AA,@ the Mayor be and is hereby authorized and directed to execute and the City Clerk is directed to attest the Second Amendment Annexation Agreement, with such changes as may be approved by the officials executing the same.

Section 3. That the City Clerk, or her designee, is directed to record a copy of the Second Amendment Annexation Agreement with the DuPage County Recorder’s Office.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED this ____ day of _____, 2010, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2010.

Peter P. DiCianni III, Mayor of the City of
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this ____ day of _____, 2010.

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

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance approving the Second Amendment to the Annexation Agreement between the City of Elmhurst and Elmhurst Memorial Healthcare, *et al.*

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

On March 3, 2008, the City approved and entered into an annexation agreement (the "Annexation Agreement") with Elmhurst Memorial Healthcare, *et al.* ("EMHC") concerning the annexation, re-zoning and development of the EMHC facility generally located north of Brush Hill Road and west of York Street (the "EMHC Facility").

On April 21, 2008, the City approved the First Amendment to the Annexation Agreement to reconcile a conflict between the Annexation Agreement and a Vacation Ordinance adopted by the City subsequent to the approval of the Annexation Agreement.

EMHC has now petitioned the City to annex additional parcels of property (the "Additional Parcels") adjacent to the EMHC Facility and proposes to enter into a Second Amendment to the Annexation Agreement (the "Second Amendment") concerning the annexation, development and re-zoning of the Additional Parcels and the consolidation and re-subdivision of the EMHC Facility and the Additional Parcels.

Pursuant to the Second Amendment, the Additional Parcels shall be annexed to the City and re-zoned to: Parcels 1 and 3 – HCC, Healthcare Campus District, with a conditional use for a hospital and uses accessory and incidental thereto as a planned development; and Parcel 2 – C2, Community Shopping and Service District, with a conditional use for the purpose of constructing an off-site accessory parking lot to provide parking for the EMHC Facility.

Pursuant to the Second Amendment, the EMHC Facility and the Additional Parcels shall be consolidated and re-subdivided.

This Ordinance is the first of five ordinances and one resolution regarding the annexation, development, re-zoning and subdivision of the Additional Parcels.

EXHIBIT A

SECOND AMENDMENT ANNEXATION AGREEMENT

**SECOND AMENDMENT TO THE ANNEXATION AGREEMENT BETWEEN THE
CITY OF ELMHURST, ELMHURST MEMORIAL HEALTHCARE,
PERRONE AND POOLE, FOR PROPERTY LOCATED AT HARVARD STREET AND
KIRK STREET IN ELMHURST, ILLINOIS**

This SECOND AMENDMENT TO THE ANNEXATION AGREEMENT (the "Second Amendment Annexation Agreement") is made this _____ day of _____, 2010, by and among the CITY OF ELMHURST, an Illinois municipal corporation (the "CITY"), ELMHURST MEMORIAL HEALTHCARE, an Illinois not-for-profit corporation ("EMHC"), LILLIAN G. CORAN, as Trustee under the Coran Living Trust dated April 28, 1993 and SHIRLEY J. BUBLITZ, as Trustee under the Shirley J. Bublitz Living Trust dated April 17, 1996 (collectively known as "TRUSTEES").

WITNESSETH:

WHEREAS, on March 10, 2008, the CITY, EMHC, Robert W. Perrone, William Poole and Karen Poole entered into an Agreement entitled "An Annexation Agreement Between the City of Elmhurst, Elmhurst Memorial Healthcare, Perrone and Poole, for Property Located at Harvard Street and Kirk Street in Elmhurst, Illinois which was recorded on March 14, 2008 under Document No. R2008-041258 (the "2008 Annexation Agreement"); and

WHEREAS, a First Amendment to the Annexation Agreement ("First Amendment Annexation Agreement") was approved by the CITY on April 21, 2008 pursuant to Ordinance No. O-11-2008; and

WHEREAS, Section XI.C of the 2008 Annexation Agreement provides for amendments thereto upon the consent of the parties thereto; and

WHEREAS, EMHC is the successor in title to the real property formerly owned by Robert W. Perrone and William and Karen Poole and has authority to amend the 2008 Annexation Agreement pursuant to Section XI.B thereof; and

WHEREAS, the amendment of the 2008 Annexation Agreement is done pursuant to the provisions of Section 11-15.1-1 of the Illinois Municipal Code (65 ILCS 5/11-15/1-1) and the CITY's home rule powers; and

WHEREAS, the TRUSTEES are owners of certain real property under contract to EMHC and wish to join in this Second Amendment Annexation Agreement.

ANNEXATION PETITION PREAMBLE:

WHEREAS, EMHC and the TRUSTEES are the record owners of certain property, whose legal descriptions are attached on Exhibit A (the "Second Amendment Additional Property"); and

WHEREAS, EMHC and the TRUSTEES have filed a Petition for Annexation of the Second

Amendment Additional Property with the CITY; and

WHEREAS, the Second Amendment Additional Property is adjacent and contiguous to the CITY and is not included within the corporate limits of any other municipality; and

WHEREAS, EMHC and TRUSTEES have requested the annexation of the Second Amendment Additional Property to become an addition to the Elmhurst Memorial Hospital York Street Campus, and the execution of this Second Amendment Annexation Agreement as an extension and addition to the terms of the 2008 Annexation Agreement and First Amendment Annexation Agreement; and

WHEREAS, on April 19, 2010 pursuant to proper notice, a public hearing was held by the CITY, as required by law, concerning this Second Amendment Annexation Agreement; and

WHEREAS, the corporate authorities of the CITY, after due and careful consideration, have determined that the annexation of the Second Amendment Additional Property, upon the terms and conditions hereinafter set forth, would further the growth of the CITY, enable the CITY to control the development of the area, serve the best interests of the CITY, and be consistent with the Comprehensive Plan heretofore adopted by the CITY; and

WHEREAS, the parties desire to enter into this Second Amendment Annexation Agreement with respect to the annexation, development and uses of the Second Amendment Additional Property, and to provide for various other matters pursuant to the provisions of Section 11-15.1-1 of the Illinois Municipal Code (65 ILCS 5/11-15.1-1) and the CITY's home rule powers; and

WHEREAS, the Elmhurst Zoning Ordinance provides that upon annexation all property is automatically zoned R-1 Single Family Residence District; and

WHEREAS, EMHC and TRUSTEES have also filed zoning and subdivision applications pertaining to the Second Amendment Additional Property.

ZONING PREAMBLE:

WHEREAS, in 2008, the CITY approved conditional uses for a Health Care Campus ("HCC") zoning district Planned Development with a hospital and accessory uses for the majority of the property involved in the 2008 Annexation Agreement, as well as a conditional use for an off-site parking lot for the remainder of the property involved in the 2008 Annexation Agreement; and

WHEREAS, in 2008, the CITY approved map amendments whereby a majority of the property involved in the 2008 Annexation Agreement was zoned into the HCC District the remaining property involved in the 2008 Annexation Agreement was zoned into the C-2 Zoning District; and

WHEREAS, EMHC and TRUSTEES have proposed to develop a majority of the Second Amendment Additional Property as an addition to the 2008 approved Planned Development and hospital with accessory uses; and

WHEREAS, EMHC and TRUSTEES have proposed to develop the remaining Second Amendment Additional Property as an addition to the conditional use for the off-site parking lot approved in the 2008 Annexation Agreement; and

WHEREAS, EMHC and TRUSTEES have proposed to rezone the Second Amendment Additional Property proposed as an addition to the 2008 approved Planned Development into the HCC Zoning District; and

WHEREAS, EMHC and TRUSTEES have proposed to rezone the Second Amendment Additional Property proposed as an addition to the 2008 approved off-site parking lot into the C-2 Zoning District; and

WHEREAS, on January 28, 2010 and continued on February 11, 2010, notice was provided and a public hearing was held by the CITY as required by law, for consideration of the zoning application for property including the Second Amendment Additional Property; and

WHEREAS, the Zoning and Planning Commission has recommended that a portion of the Second Amendment Additional Property be rezoned in the proposed HCC District for a hospital campus as a planned development in such zoning district upon annexation, and a portion of the Second Amendment Additional Property be rezoned to C-2 for off-site parking.

SUBDIVISION PREAMBLE:

WHEREAS, pursuant to Resolution No. R-10-2008, the CITY approved a two (2) lot subdivision ("2008 Subdivision") known as Elmhurst Memorial Health Care York Street Campus designed and approved to accommodate the HCC Planned Development campus for EMHC, and the off-site parking for the campus; and

WHEREAS, EMHC and TRUSTEES are proposing to resubdivide the Second Amendment Additional Property as an addition to the 2008 Subdivision ("Proposed Subdivision"); and

WHEREAS, the Second Amendment Additional Property is comprised of 30 single family lots totaling approximately 12 acres of land, located in unincorporated DuPage County; and

WHEREAS, the Second Amendment Additional Property was previously subdivided in unincorporated DuPage County as single family residential lots and blocks, including dedicated right-of-way; and

WHEREAS, approximately 0.4 acres of streets are dedicated rights-of-way and are to be vacated as part of the Proposed Subdivision ("Right-of-Way Parcel") and pursuant to this Second Amendment Annexation Agreement; and

WHEREAS, EMHC and TRUSTEES have proposed a portion of the Second Amendment Additional Property to be added to the existing Lot #1 of the 2008 Subdivision; and

WHEREAS, EMHC and TRUSTEES have proposed that a portion of the Second Amendment Additional Property be added to Lot #2 of the existing 2008 Subdivision; and

WHEREAS, EMHC and TRUSTEES have proposed to use the remaining Second Amendment Additional Property to create a new Lot #3 to the existing 2008 Subdivision. The new Lot #3 shall be bordered by Lexington, Kirk, Harvard and Euclid; and

WHEREAS, with the addition of the Second Amendment Additional Property, and the addition of the Right-of-Way Parcel, and based upon engineering review completed by EMHC and CITY, the 2008 Subdivision requires the relocation of the intersection of York and Harvard as originally designed and engineered for the 2008 Subdivision, and further, requires the expansion of the 2008 Subdivision into a three (3) lot Proposed Subdivision; and

WHEREAS, with the addition of the Second Amendment Additional Property, and the addition of the Right-of-Way Parcel, and the reconfiguration of the York/Harvard intersection, the Proposed Subdivision would cover 59.4 acres, subdivided into three (3) lots.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Second Amendment Annexation Agreement agree as follows:

I. Recitals: The terms and conditions of the preambles to this Second Amendment Annexation Agreement are incorporated by reference as though fully set forth herein.

II. Annexation and Zoning of the Second Amendment Additional Property:

- A. EMHC and the TRUSTEES of the Second Amendment Additional Property have filed with the CITY Clerk a Petition for Annexation of the Second Amendment Additional Property to the CITY. There are no other electors residing on the Second Amendment Additional Property other than the electors listed on **Exhibit B** to this Second Amendment Annexation Agreement. The Petition has been prepared, executed and filed in accordance with Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8) and the ordinances and requirements of the CITY. In compliance with Illinois law, more than 51% of the electors have submitted their consent to annex (**Group Exhibit C**).
- B. Immediately upon approval of this Second Amendment Annexation Agreement, the CITY shall annex the Second Amendment Additional Property, rezone the proposed Lot #3 and property added to Lot #1 into the HCC zoning district, rezone the property proposed to be added to Lot #2 into the C-2 zoning district, approve the Preliminary Subdivision Plat (hereby attached as **Exhibit D**) and related street vacations (Vacation Plat hereby attached as **Exhibit E**), and approve the Modified Preliminary Plat ("Modified PD Plat") for a Planned Development on Lots #1 and #3 (hereby

attached as **Exhibit F**). The CITY will approve ordinances granting a conditional use for an amended planned development for a health care campus for Lot #1 and Lot #3 and for an off-site parking lot for Lot #2 upon approval of the Modified PD Plat.

- C. After annexation of the Second Amendment Additional Property to the CITY, such territory shall at all times remain annexed to the CITY and within the corporate limits of the CITY. At no time shall EMHC or the TRUSTEES or their successors in interest apply for or take any action whatsoever to obtain a disconnection of the Second Amendment Additional Property from the CITY, regardless of whether such disconnection is now or hereafter authorized by law. EMHC and the TRUSTEES, for themselves and their successors in interest, agree not to petition for disconnection of any part of the Second Amendment Additional Property from the CITY without CITY approval under any provision of Illinois law or statute, and further agree that if the Second Amendment Additional Property is disconnected from the CITY, the 2009 Comprehensive Plan and zoning ordinances of the CITY would be unreasonably disrupted. EMHC and the TRUSTEES, for themselves and their successors in interest, expressly agree that the provisions of this paragraph shall constitute a covenant running with the land without regard to the term limitations of this Second Amendment Annexation Agreement or the provisions of Illinois law regarding the maximum terms of annexation agreements.
- D. EMHC and the TRUSTEES shall, within thirty (30) days after the adoption of the ordinances annexing and zoning the Second Amendment Additional Property, as aforesaid, file with the Elmhurst Park District an appropriate petition requesting annexation of the Second Amendment Additional Property to said District. EMHC and the TRUSTEES agree that they shall fully cooperate with the Park District in the passage of the required ordinance and the taking of such other actions as may be required to permit the annexation as aforesaid.

III. Development of the Second Amendment Additional Property:

- A. Findings: The CITY hereby finds, with respect to the zoning and development of the Proposed Subdivision, planned development for a health care campus, a hospital and permitted accessory uses and conditional uses in accordance with the terms and conditions of this Second Amendment Annexation Agreement:
 - 1. The establishment of the Subdivision, Amended Planned Development Health Care Campus, permitted accessory uses and the establishment, maintenance, or operation of the Proposed Subdivision, amended planned development for a health care campus, and conditional uses will not be detrimental to, or endanger the public

health, safety, morals, comfort, or general welfare; and

2. The establishment of the Subdivision, Amended Planned Development Health Care Campus, permitted accessory uses and the Proposed Subdivision, amended planned development for a health care campus, and permitted accessory uses and conditional uses will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood; and
3. The establishment of the Subdivision, Amended Planned Development Health Care Campus, permitted accessory uses and the establishment of the Proposed Subdivision, amended planned development for a health care campus, and permitted accessory uses and conditional uses will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district; and
4. Adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided; and
5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
6. The establishment of the Subdivision, Amended Planned Development Health Care Campus, permitted accessory uses and the Proposed Subdivision, amended planned development for a health care campus, are not contrary to the objectives of the current 2009 Comprehensive Plan for the CITY; and
7. The establishment of the Subdivision, Amended Planned Development Health Care Campus, permitted accessory uses and the Proposed Subdivision, amended planned development for a health care campus, shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the Zoning and Planning Commission, subject to Section III.B. infra.

B. Standards and Conditions: The development of the Modified PD Plat and other conditional uses shall be in substantial compliance with the following standards and conditions:

1. Development shall be in substantial conformance with the Modified

PD Plat (Exhibit F); and

- a. Development within "Zone A" as defined by the Modified PD Plat, shall be limited in height to one hundred twenty-five (125) feet, but may exceed this limit by up to an additional twenty-five (25) feet (for a maximum height of one hundred fifty (150) feet in Zone A) if processed as a conditional use (change in the Planned Developments); (the legal description of "Zone A" is attached hereto and made part hereof as **Exhibit G**);
- b. Development within "Zone B," as defined by the Modified PD Plat shall be limited in height to one hundred (100) feet; (the legal description of "Zone B" is attached hereto and made a part hereof as **Exhibit H**);
- c. Development within "Zone C" as defined by the Modified PD Plat, shall be limited in height to fifty (50) feet; (the legal description of "Zone C" is attached hereto and made a part hereof as **Exhibit I**);
- d. Development within the (purple) "Right-of-way/Zero (0) feet Building Height" area as defined by the Modified PD Plat shall be limited to surface improvements and zero (0) feet of building elevation (the legal description for the Right-of-way/Zero (0) feet Building Height area is attached hereto and made a part hereof as **Exhibit J**);
- e. Expansion within "Zone A" is approved and authorized for addition without processing a change to the Modified PD Plat and without limit as to square footage, provided that future expansion is in conformity with the bulk regulations of the HCC District. Approval and review of conformity shall be processed administratively, by CITY staff, rather than legislatively;
- f. "Future expansion" areas within "Zone B" and "Zone C" are approved and authorized for addition without processing a change to the Modified PD Plat, up to a cumulative maximum of one hundred thousand (100,000) square feet of enclosed building, provided that such "Zone B" and "Zone C" expansion is done in conformity with the bulk requirements of the HCC District. Approval and review of conformity shall be processed administratively, by CITY staff, rather than legislatively; "Enclosed buildings" excludes all parking areas;

December, 2009, such plan incorporated herein by this reference. Final engineering approval shall be required, provided that the CITY agrees to grant final engineering approval if the plans submitted substantially conform with the Preliminary Engineering Plans and with the requirements of the CITY's Stormwater and Flood Control Ordinance, and any regulations which the CITY has promulgated thereunder, and with all other federal, state and local stormwater and environmental laws and regulations; and

5. Development shall be in substantial conformance with the Conceptual Landscape Plan for the Subject Property dated December 1, 2009 and the Additional and Modified Landscape Plans dated November 30, 2009 and December 16, 2009, all prepared by Mariani Landscape, as submitted to the CITY's Zoning and Planning Commission and corporate authorities in December, 2009; and such plans are hereby approved, and incorporated herein by this reference; and
6. The building materials shall be consistent with the materials included on the Center for Health. Primary materials shall be brick of a similar or complementary nature, precast or stone detailing, glass of similar or complementary color, and shingles for sloped portions of the roof. Metal louvers or screening shall be used where necessary for mechanical ventilation. Exposed concrete material is acceptable for retaining walls and future parking structures; and

IV. Subdivision:

- A. The CITY agrees to approve the Preliminary Final Modified Plat of Subdivision for the EMHC York Street Campus prepared by V-3 Companies and dated April 9, 2010, into a three (3) lot Proposed Subdivision (see Exhibit D).
- B. The CITY agrees to approve a final plat of subdivision if such final plat conforms in all respects to the requirements of the CITY Subdivision Control Ordinance, and if such final plat is in substantial conformance with the approved Preliminary Final Modified Plat of Subdivision for EMHC York Street Campus.
- C. To the extent reflected in Conceptual Roadway Modification Plan dated December 14, 2009 attached hereto and made a part hereof as **Exhibit L**, EMHC agrees to fully improve Harvard, York, Euclid, and Brush Hill to the extent reflected on the Conceptual Roadway Modification Plan in accordance with the CITY Subdivision Ordinance as amended from time to time. The plans for and improvements of such streets are subject to preliminary and final review and approval by the CITY, and costs associated with such roadway work shall be paid as set forth in Section VI hereof.

V. Schedule for Development of the Second Amendment Additional Property:

Following final subdivision plat approval, EMHC and the TRUSTEES agree, subject to Illinois law and the Certificate of Need State regulation, to use all commercially reasonable efforts to expeditiously construct or cause the construction of the EMHC Health Care Campus, with anticipated completion within twenty four (24) months thereafter.

VI. Utilities, Fees, and Right-of-Way Agreements:

The CITY, EMHC and the TRUSTEES agree that certain utility issues, permit fees and right-of-way improvements require balancing of the impacts uniquely attributable to the Modified EMHC Planned Development, and the impacts attributable to existing uses and residences in the CITY. In such regard, the parties agree that the following schedule of fees, right-of-way costs, and utility costs and fees shall apply:

A. Roadway Improvements:

1. Brush Hill (York east of a certain point west of Euclid) improvements shall include the following:

Partial reconstruction or resurfacing of pavement, curb and gutter, landscaping, stormwater sewers and IDOT fencing. Sidewalk requirements will be met by the Hospital walking path. Pavement section to include two-way traffic with turn lanes and deceleration lanes at the new Hospital entry and Euclid per Conceptual Roadway Modified Plan. EMHC and CITY agree to allocate cost of this improvement fifty percent (50%) to EMHC and fifty percent (50%) to the CITY.

2. Harvard (York to Euclid) improvements shall include the following:

The 2008 Annexation Agreement provided:

“Total reconstruction including pavement, curb and gutter, lighting, landscaping and stormwater control. Sidewalk requirements will be met by the Hospital walking path, no sidewalk will be provided on the north side of Harvard. Roadway section to include three (3) driving lanes and landscaped median (two (2) lanes south, one (1) lane north) (see Exhibit L).”

This work is complete as of the date of this Second Amendment Annexation Agreement. The Proposed Subdivision requests the realignment of Harvard between Lot #1 and Lot #2. This realignment shall be constructed in conformity with the Conceptual Roadway

Modification Plan. EMHC and CITY agree to allocate cost of this improvement fifty percent (50%) to EMHC and fifty percent (50%) to the CITY.

3. Signalized intersection at York and Harvard improvements shall include the following:

If the warrants of the *Manual on Uniform Traffic Control Devices* require or allow, a traffic signal will be installed and synchronized with existing signals on York (see Exhibit L and Conceptual York Street Roadway Modified Detail attached hereto and made a part hereof as **Exhibit M**). EMHC and CITY agreed to allocate cost of this improvement fifty percent (50%) to EMHC and fifty percent (50%) to the CITY.

4. Euclid (Brush Hill to Harvard) improvements shall include the following:

The 2008 Annexation Agreement provided:

“Total reconstruction including pavement, curb and gutter, lighting, landscaping and stormwater control. Sidewalk requirements will be met by the Hospital walking path. Sidewalks on the west side of Euclid will be provided by adjacent land owner at time of development. The roadway section shall include two (2) driving lanes. (Conceptual Brush Hill Roadway Modified Detail is attached hereto and made a part hereof as **Exhibit N**). The nature and scope of access to and from Euclid north of Harvard to and from Euclid south of Harvard shall be as determined by the CITY. It is agreed that EMHC and CITY shall allocate cost of this improvement fifty percent (50%) to EMHC and fifty percent (50%) to the CITY.”

This work is complete as of the date of this Second Amendment Annexation Agreement.

5. York (Brush Hill north to Lexington) improvements shall include the following:

Roadway improvements to include additional through traffic lanes, left turn lanes to west bound Harvard and deceleration lanes from southbound York to westbound Harvard (see Exhibit M). EMHC and CITY agree to allocate cost of this improvement fifty percent (50%) to EMHC and fifty percent (50%) to the CITY.

6. York & Roosevelt (Route 38) Interchange (north half) improvements shall include the following:

Southbound York to westbound Roosevelt (Brush Hill Extension). EMHC and CITY agreed to allocate cost of this improvement fifty percent (50%) to EMHC and fifty percent (50%) to the CITY (see Exhibit L).

7. York & Roosevelt (Route 38) Interchange (south half) improvements shall include the following:

Eastbound Roosevelt to southbound York (light and lane modification). It is not yet determined if this intersection will be improved, and it is the express agreement of the parties that no work sharing or cost sharing related to such improvements shall occur unless mutually agreed to at a future date, by separate agreement. If the improvements are mutually agreed upon, EMHC and CITY shall allocate cost of this improvement fifty percent (50%) to EMHC and fifty percent (50%) to CITY.

8. Commonwealth/Brush Hill at Butterfield improvements shall include:

It is not yet determined if this intersection will be improved, and it is the express agreement of the parties that no work sharing or cost sharing related to such improvements shall occur unless mutually agreed to at a future date, by separate agreement. If the improvements are mutually agreed upon, EMHC and CITY shall allocate cost of this improvement fifty percent (50%) to EMHC and fifty percent (50%) to CITY.

Engineering and construction requirements for the foregoing roadway improvements shall conform to Illinois Department of Transportation standards (where applicable) and standards approved by the CITY (where applicable). Notwithstanding any provision of this Second Amendment Annexation Agreement to the contrary, the maximum cost to be paid by the CITY under paragraphs 1 through 6 of Section II.A. shall in no event exceed \$2,800,000.00.

- B. Water Service improvements shall include:

The 2008 Annexation Agreement provided:

“Relocation of existing Elmhurst and Oak Brook water lines from public right-of-way to areas outside the Hospital site. As it relates to expenses for this improvement it is agreed that EMHC and CITY shall allocate cost of this improvement fifty percent (50%) to EMHC and fifty percent (50%) to the CITY.

Such improvements shall meet or exceed the standards of the Illinois Environmental Protection Agency (IEPA) and of the CITY.”

This work is completed as of the date of this Second Amendment Annexation Agreement.

C. Sanitary Sewer improvements shall include:

The 2008 Annexation Agreement provided:

“Relocation of existing Flagg Creek Sanitary lines from public right-of-way to areas outside the Hospital site. As it relates to expenses for this improvement it is agreed that EMHC shall bear one hundred percent (100%) of the cost for this improvement. Such improvements shall meet or exceed the standards of the IEPA and of the CITY.”

This work is completed as of the date of this Second Amendment Annexation Agreement.

D. Other Utilities Relocation shall include:

The 2008 Annexation Agreement provided:

“Relocation of existing utilities from public right-of-way to areas outside the Hospital site (land bounded by Euclid to the west, Harvard to the north, Brush Hill to the south and York to the east) (includes storm sewer, Commonwealth Edison, Comcast, AT&T and Nicor). As it relates to expenses for this improvement it is agreed that EMHC shall bear one hundred percent (100%) of the cost for this improvement.”

This work is completed as of the date of this Second Amendment Annexation Agreement.

E. Right-of-Way Exchanges shall include the following as depicted on the Right-of-way Vacation/Dedication Exhibit dated December 14, 2009, attached hereto and made a part hereof as **Exhibit O**:

1. Fillmore (that portion located within Subdivision Parcel #1)

Right-of-way to be vacated and transferred to EMHC (from the Center for Health site to Euclid).

2. Kirk (that portion located within Subdivision Parcel #1)

Right-of-way to be vacated and transferred to EMHC (portion south of Harvard).

3. York

EMHC shall dedicate additional right-of-way for street widening and the CITY shall vacate additional right-of-way for York.

4. Harvard

EMHC shall dedicate additional right-of-way for realignment at York and the CITY shall vacate additional right-of-way for Harvard.

CITY agrees to not charge EMHC per square foot of land recovery for any of the roadway that is vacated per the Modified EMHC York Street campus (Phase II) plans. EMHC shall pay the CITY reasonable processing costs for vacation.

F. CITY Permitting Fees

1. Zoning and Annexation Fees

a. Building Permit Fee and Review Fee

b. There are no additional zoning or annexation fees.

c. The building permit fee calculation covered by the Annexation Agreement addresses the hospital and site improvement facilities only. The fee applicable under the terms of this Second Amendment Annexation Agreement includes the inspection of off-site infrastructure improvements and the medical office buildings; the fees for which shall be as set forth in the CITY's ordinances.

G. Flood Plain Compensatory Storage

A portion of EMHC property is located in a floodplain. Construction of the hospital will require modification of the existing grade within the floodplain. The CITY shall provide compensatory storage for same, in accordance with State law and the DuPage County Countywide Stormwater and Floodplain Ordinance, in the CITY reservoir adjacent to Eldridge Park at no cost to EMHC.

H. Public improvements to remove Brush Hill properties from floodplain.

If the CITY and DuPage County agree to remove Brush Hill and adjacent land from York west to Salt Creek from the FEMA floodplain maps, EMHC agrees to contribute it's proportional share of the reasonable expense for such improvements as will result in said area being removed from the FEMA floodplain maps, based upon pro-rata acreage benefited by removal of regulatory flood plain.

VII. Term:

This Second Amendment Annexation Agreement shall be binding on the parties hereto, and their respective successors and assigns, for a term of twenty (20) years from March 10, 2008, the date of the 2008 Annexation Agreement.

VIII. Mutual Assistance:

The parties hereto agree to take such actions, including the approval, execution and delivery of documents and instruments, and on the part of the CITY, the adoption of ordinances and resolutions, as may be necessary or appropriate from time to time, to carry out the terms, provisions and intent of this Second Amendment Annexation Agreement, and to aid and assist the other parties in carrying out such terms, provisions and intent.

IX. Notices:

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

A. To the CITY:

City of Elmhurst
Attention: City Manager
209 North York
Elmhurst, Illinois 60126
Facsimile: (630) 530-3014

B. To EMHC and TRUSTEES:

Ms. Mary Bartz Dano
Vice President and General Counsel
Elmhurst Memorial Healthcare
200 Berteau Avenue
Elmhurst, Illinois 60126
Facsimile: (630) 758-5150

With Copy to:

Scott M. Day

Day & Robert, P.C.
300 East 5th Avenue
Suite 365
Naperville, Illinois 60563
Facsimile: (630) 637-9814

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

X. Changes in Regulations:

Except as otherwise specifically provided herein, it is understood and agreed by the parties hereto that the zoning, land development, subdivision control, planning, building, and fire codes, and all other CITY ordinances, including all fees and charges to which the CITY is entitled, may from time to time be amended and enforced by the CITY and all such amendments shall apply to the Second Amendment Additional Property.

XI. Miscellaneous:

- A. Controlling Effect: All provisions, conditions and regulations as set forth in this Second Amendment Annexation Agreement and the documents or plans to which it refers shall supersede all CITY ordinances, codes and regulations that are in conflict with the Second Amendment Annexation Agreement, if any, as they may apply to the Second Amendment Additional Property. For this reason, the corporate authorities of the CITY shall adopt such ordinances as may be necessary to implement the terms and provisions of this Second Amendment Annexation Agreement. Where this Second Amendment Annexation Agreement is silent, the CITY's generally applicable ordinances shall apply and control.
- B. Benefit: This Second Amendment Annexation Agreement shall inure to the benefit of EMHC and the TRUSTEES, and its successors and assigns in title to all or any part of the Second Amendment Additional Property, and upon the CITY, its corporate authorities, and its successors and assigns.
- C. Amendment: This Second Amendment Annexation Agreement may be amended from time to time with the consent of the parties hereto, or their respective successors, pursuant to the requirements of state and local law for such amendments.
- D. Enforceability: This Second Amendment Annexation Agreement may be enforced in any court of competent jurisdiction by any of the parties hereto, by any appropriate action at law or in equity to secure the performance of the covenants contained herein. The parties agree that venue shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit and all courts to which appeals may be taken therefrom.

- E. Captions and Headings: The captions and headings incorporated herein are for convenience only and are not apart of this Second Amendment Annexation Agreement.
- F. Recordation: A certified copy of this Second Amendment Annexation Agreement shall be filed with the DuPage County Recorder.

IN WITNESS WHEREOF, this Second Amendment Annexation Agreement is executed as of _____, 2010.

CITY OF ELMHURST, an Illinois Home Rule municipal corporation

BY: _____
Peter DiCianni, Mayor

ATTEST: _____
Patty Spencer, City Clerk

ELMHURST MEMORIAL HEALTHCARE, an Illinois not-for-profit corporation

BY: _____

ITS: _____

ATTEST: _____

ITS: _____

LILLIAN G. CORAN, as Trustee under the Coran Living Trust dated April 28, 1993

Lillian G. Coran, as Trustee

SHIRLEY J. BUBLITZ, as Trustee under the Shirley J. Bublitz Living Trust dated April 17, 1996

Shirley J. Bublitz, as Trustee

INDEX

EXHIBIT	DESCRIPTION	DATE
A	EMHC York Street Campus Preliminary Plat of Annexation	04/28/10
B	Electors residing on Subject Property as of March 11, 2010	Undated
C	Affidavit of Joinder and Consent to Petition for Annexation Exhibit A – Legal Description of proposed annexed property	Mar/Apr 2010
D	EMHC York Street Campus Preliminary/Final Modified Plat of Subdivision	04/27/10
E	EMHC York Street Campus, Plat of Vacation of Fillmore St., Kirk Ave. and Harvard St.	04/09/10
F	EMHC York Street Campus Modified Preliminary Planned Development Plat	12/14/09
G	Legal – Zone A of Modified Planned Development	12/12/09
H	Legal – Zone B of Modified Planned Development	12/12/09
I	Legal – Zone C of Modified Planned Development	12/12/09
J	Legal – Right-of-way/Zero (0) Feet of Modified PD Plat	04/05/10
K	EMHC York Street Campus Preliminary Modified York Street Campus Planned Development Site Plan	12/14/09
L	EMHC York Street Campus Conceptual Roadway Modification Plan	12/14/09
M	York Street Improvements Conceptual York Street Roadway Modification Detail	12/14/09
N	Brush Hill Road Improvements Conceptual Brush Hill Roadway Modification Detail	12/14/09
O	EMHC York Street Campus ROW Vacation/Dedication Exhibit	12/14/09

**EMHC - Phase II
List of Electors**

Name	Address
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DuPage County registered voters living on EMHC property

Osmanski, Janel N.	15W558 Harvard Ave., Elmhurst, IL 60126
Cahill, James F.	15W769 Lexington St., Elmhurst, IL 60126
Sullivan, Julia E.	15W761 Lexington St., Elmhurst, IL 60126
Sullivan, Michael E.	15W761 Lexington St., Elmhurst, IL 60126
Stankus, Peter	0S570 Kirk Ave., Elmhurst, IL 60126

Residents and voters registered from another DuPage address

Trisha Stankus	0S565 Euclid Ave., Elmhurst, IL 60126
Jerry Brown	15W753 Lexington Street, Elmhurst, IL 60126

Residents registered in a county other than DuPage County

Matthew Malec	15W735 Lexington St., Elmhurst, IL 60126
Iva Brown	15W753 Lexington Street, Elmhurst, IL 60126

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

SS

**AFFIDAVIT OF JOINDER AND CONSENT TO
PETITION FOR ANNEXATION BY
MATTHEW MALEC, ELECTOR**

I, MATTHEW MALEC, being duly sworn on oath, depose and state that if called upon to do so could attest to the following:

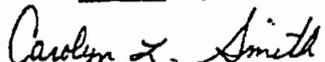
1. My name is Matthew Malec.
2. I am at least 18 years of age, of sound mind, and capable of making this Affidavit.
3. I reside at 15W735 Lexington Street, Elmhurst, Illinois 60126.
4. I am not an owner of the Subject Parcel, but reside there under the terms of a holdover agreement with Elmhurst Memorial Healthcare to whom this property was previously sold.
5. Under the terms of my contract with Elmhurst Memorial Healthcare, I am obligated to vacate the above mentioned property by May 31, 2010.
6. I am aware that Elmhurst Memorial Healthcare has filed a Petition for Annexation ("Petition") for the Subject Parcel, along with other property as legally described in the attached Exhibit A. I have read and reviewed the content of the Petition.
7. As a resident of the Subject Parcel and a registered voter, I am an "elector", and my purpose in submitting this Affidavit is to document and commit my consent to the Petition and to the annexation of the Subject Parcel. I hereby join said Petition, and the statements therein, in accordance with 65 ILCS 5/7.
8. That this Affidavit of Joinder and Consent to Petition for Annexation be incorporated with the Petition to satisfy the "elector" requirements under Illinois law.

FURTHER AFFIANT SAYETH NAUGHT.



Matthew Malec

SUBSCRIBED and SWORN to before
me this 23rd day of March, 2010.



Notary Public

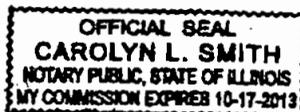


EXHIBIT C

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

**AFFIDAVIT OF JOINDER AND CONSENT TO
PETITION FOR ANNEXATION BY
JANEL N. OSMANSKI, ELECTOR**

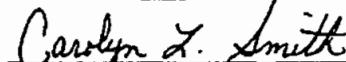
I, JANEL N. OSMANSKI, being duly sworn on oath, depose and state that if called upon to do so could attest to the following:

1. My name is Janel N. Osmanski.
2. I am at least 18 years of age, of sound mind, and capable of making this Affidavit.
3. I reside at 15W558 Harvard Avenue, Elmhurst, Illinois 60126 (Subject Parcel).
4. I am not an owner of the Subject Parcel, but reside there under the terms of a holdover agreement with Elmhurst Memorial Healthcare to whom this property was previously sold.
5. Under the terms of my contract with Elmhurst Memorial Healthcare, I am obligated to vacate the above mentioned property by June 13, 2010.
6. I am aware that Elmhurst Memorial Healthcare has filed a Petition for Annexation ("Petition") for the Subject Parcel, along with other property as legally described in the attached Exhibit A. I have read and reviewed the content of the Petition.
7. As a resident of the Subject Parcel and a registered voter, I am an "elector", and my purpose in submitting this Affidavit is to document and commit my consent to the Petition and to the annexation of the Subject Parcel. I hereby join said Petition, and the statements therein, in accordance with 65 ILCS 5/7.
8. That this Affidavit of Joinder and Consent to Petition for Annexation be incorporated with the Petition to satisfy the "elector" requirements under Illinois law.

FURTHER AFFIANT SAYETH NAUGHT.


Janel N. Osmanski

SUBSCRIBED and SWORN to before
me this 22nd day of March, 2010.


Notary Public



STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

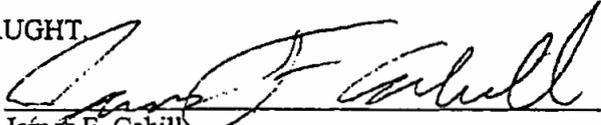
SS

**AFFIDAVIT OF JOINDER AND CONSENT TO
PETITION FOR ANNEXATION BY
JAMES F. CAHILL, ELECTOR**

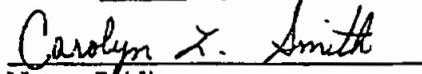
I, JAMES F. CAHILL, being duly sworn on oath, depose and state that if called upon to do so could attest to the following:

1. My name is James F. Cahill.
2. I am at least 18 years of age, of sound mind, and capable of making this Affidavit.
3. I reside at 15W769 Lexington Street, Elmhurst, Illinois 60126.
4. I am not an owner of the Subject Parcel, but reside there under the terms of a holdover agreement with Elmhurst Memorial Healthcare to whom this property was previously sold.
5. Under the terms of my contract with Elmhurst Memorial Healthcare, I am obligated to vacate the above mentioned property by May 31, 2010.
6. I am aware that Elmhurst Memorial Healthcare has filed a Petition for Annexation ("Petition") for the Subject Parcel, along with other property as legally described in the attached Exhibit A. I have read and reviewed the content of the Petition.
7. As a resident of the Subject Parcel and a registered voter, I am an "elector", and my purpose in submitting this Affidavit is to document and commit my consent to the Petition and to the annexation of the Subject Parcel. I hereby join said Petition, and the statements therein, in accordance with 65 ILCS 5/7.
8. That this Affidavit of Joinder and Consent to Petition for Annexation be incorporated with the Petition to satisfy the "elector" requirements under Illinois law.

FURTHER AFFLIANT SAYETH NAUGHT.


James F. Cahill

SUBSCRIBED and SWORN to before
me this 22nd day of March, 2010.


Notary Public



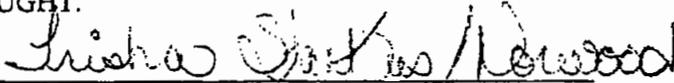
STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

**AFFIDAVIT OF JOINDER AND CONSENT TO
PETITION FOR ANNEXATION BY
TRISHA STANKUS, ELECTOR**

I, TRISHA STANKUS, being duly sworn on oath, depose and state that if called upon to do so could attest to the following:

1. My name is Trisha Stankus.
2. I am at least 18 years of age, of sound mind, and capable of making this Affidavit.
3. I reside at 0S565 Euclid Avenue, Elmhurst, Illinois 60126 (Subject Parcel).
4. I am not an owner of the Subject Parcel, but reside there under the terms of a holdover agreement with Elmhurst Memorial Healthcare to whom this property was previously sold.
5. Under the terms of my contract with Elmhurst Memorial Healthcare, I am obligated to vacate the above mentioned property by June 10, 2010.
6. I am aware that Elmhurst Memorial Healthcare has filed a Petition for Annexation ("Petition") for the Subject Parcel, along with other property as legally described in the attached Exhibit A. I have read and reviewed the content of the Petition.
7. I am registered to vote in DuPage County, although not from the Subject Parcel, and my purpose in submitting this Affidavit is to document and commit my consent to the Petition and to the annexation of the Subject Parcel. I hereby join said Petition, and the statements therein, in accordance with 65 ILCS 5/7.
8. That this Affidavit of Joinder and Consent to Petition for Annexation be incorporated with the Petition to satisfy the requirements under Illinois law.

FURTHER AFFIANT SAYETH NAUGHT.



Trisha Stankus

SUBSCRIBED and SWORN to before
me this 23rd day of March, 2010.



Notary Public



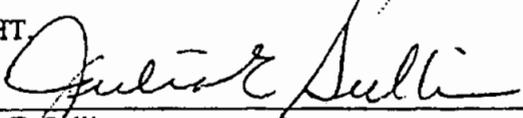
STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

**AFFIDAVIT OF JOINDER AND CONSENT TO
PETITION FOR ANNEXATION BY
JULIA E. SULLIVAN, ELECTOR**

I, JULIA E. SULLIVAN, being duly sworn on oath, depose and state that if called upon to do so could attest to the following:

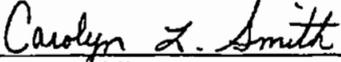
1. My name is Julia E. Sullivan.
2. I am at least 18 years of age, of sound mind, and capable of making this Affidavit.
3. I reside at 15W761 Lexington Street, Elmhurst, Illinois 60126.
4. I am not an owner of the Subject Parcel, but reside there under the terms of a holdover agreement with Elmhurst Memorial Healthcare to whom this property was previously sold.
5. Under the terms of my contract with Elmhurst Memorial Healthcare, I am obligated to vacate the above mentioned property by May 31, 2010.
6. I am aware that Elmhurst Memorial Healthcare has filed a Petition for Annexation ("Petition") for the Subject Parcel, along with other property as legally described in the attached Exhibit A. I have read and reviewed the content of the Petition.
7. As a resident of the Subject Parcel and a registered voter, I am an "elector", and my purpose in submitting this Affidavit is to document and commit my consent to the Petition and to the annexation of the Subject Parcel. I hereby join said Petition, and the statements therein, in accordance with 65 ILCS 5/7.
8. That this Affidavit of Joinder and Consent to Petition for Annexation be incorporated with the Petition to satisfy the "elector" requirements under Illinois law.

FURTHER AFFIANT SAYETH NAUGHT.



Julia E. Sullivan

SUBSCRIBED and SWORN to before me this 22nd day of March, 2010.



Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

**AFFIDAVIT OF JOINDER AND CONSENT TO
PETITION FOR ANNEXATION BY
MICHAEL E. SULLIVAN, ELECTOR**

I, MICHAEL E. SULLIVAN, being duly sworn on oath, depose and state that if called upon to do so could attest to the following:

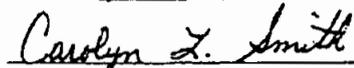
1. My name is Michael E. Sullivan.
2. I am at least 18 years of age, of sound mind, and capable of making this Affidavit.
3. I reside at 15W761 Lexington Street, Elmhurst, Illinois 60126.
4. I am not an owner of the Subject Parcel, but reside there under the terms of a holdover agreement with Elmhurst Memorial Healthcare to whom this property was previously sold.
5. Under the terms of my contract with Elmhurst Memorial Healthcare, I am obligated to vacate the above mentioned property by May 31, 2010.
6. I am aware that Elmhurst Memorial Healthcare has filed a Petition for Annexation ("Petition") for the Subject Parcel, along with other property as legally described in the attached Exhibit A. I have read and reviewed the content of the Petition.
7. As a resident of the Subject Parcel and a registered voter, I am an "elector", and my purpose in submitting this Affidavit is to document and commit my consent to the Petition and to the annexation of the Subject Parcel. I hereby join said Petition, and the statements therein, in accordance with 65 ILCS 5/7.
8. That this Affidavit of Joinder and Consent to Petition for Annexation be incorporated with the Petition to satisfy the "elector" requirements under Illinois law.

FURTHER AFFIANT SAYETH NAUGHT.

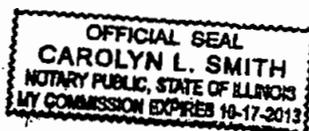


Michael E. Sullivan

SUBSCRIBED and SWORN to before
me this 22nd day of March, 2010.



Notary Public



STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

SS

**AFFIDAVIT OF JOINDER AND CONSENT TO
PETITION FOR ANNEXATION BY
PETER STANKUS, ELECTOR**

I, PETER STANKUS, being duly sworn on oath, depose and state that if called upon to do so could attest to the following:

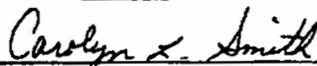
1. My name is Peter Stankus.
2. I am at least 18 years of age, of sound mind, and capable of making this Affidavit.
3. I reside at 0S570 Kirk Avenue, Elmhurst, Illinois 60126.
4. I am not an owner of the Subject Parcel, but reside there under the terms of a holdover agreement with Elmhurst Memorial Healthcare to whom this property was previously sold.
5. Under the terms of my contract with Elmhurst Memorial Healthcare, I am obligated to vacate the above mentioned property by June 10, 2010.
6. I am aware that Elmhurst Memorial Healthcare has filed a Petition for Annexation ("Petition") for the Subject Parcel, along with other property as legally described in the attached Exhibit A. I have read and reviewed the content of the Petition.
7. As a resident of the Subject Parcel and a registered voter, I am an "elector", and my purpose in submitting this Affidavit is to document and commit my consent to the Petition and to the annexation of the Subject Parcel. I hereby join said Petition, and the statements therein, in accordance with 65 ILCS 5/7.
8. That this Affidavit of Joinder and Consent to Petition for Annexation be incorporated with the Petition to satisfy the "elector" requirements under Illinois law.

FURTHER AFFIANT SAYETH NAUGHT.



Peter Stankus

SUBSCRIBED and SWORN to before
me this 23rd day of March, 2010.



Notary Public



**LEGAL DESCRIPTIONS
OF
ANNEXATION PLAT**

DATE: March 24, 2010

PARCEL 1:

LOT 3 AND LOT 4 IN HARVARD STREET RESUBDIVISION RECORDED AS DOC. NO. R64-29887, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 11 EAST, OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN DUPAGE COUNTY, ILLINOIS. CONTAINING 16,360 SQUARE FEET OR 0.376 ACRES, MORE OR LESS.

PARCEL 2:

LOT 1 IN AUGUSTYN SIMUNJAK RESUBDIVISION RECORDED AS DOC. NO. R65-11514, BEING A RESUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 11 EAST, OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF IN DUPAGE COUNTY, ILLINOIS. CONTAINING 16,182 SQUARE FEET OR 0.371 ACRES, MORE OR LESS.

PARCEL 3:

LOT 51 IN FRED H. BARTLETT'S COUNTRY FARM ESTATES RECORDED AS DOC. NO. 391457, TOGETHER WITH THAT PORTION OF EUCLID AVENUE RIGHT OF WAY ADJACENT TO THE NORTHERLY 93.86 FEET OF SAID LOT, SITUATED WITHIN SECTION 13, TOWNSHIP 39 NORTH, RANGE 11 EAST, OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS. CONTAINING 27,062 SQUARE FEET OR 0.621 ACRES, MORE OR LESS.

PARCEL 4:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 11 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, H.F.D.G SUBDIVISION UNIT 1 RECORDED AS DOC. NO. R96-66377, THENCE ALONG THE NORTH RIGHT OF WAY LINE OF HARVARD STREET, NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST, A DISTANCE OF 188.64 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, SOUTH 01 DEGREES 29 MINUTES 33 SECONDS EAST, A DISTANCE OF 66.00 FEET TO THE NORTHWEST CORNER OF LOT 36 OF FRED H. BARTLETT'S COUNTRY FARM ESTATES RECORDED AS DOC. NO. 391457; THENCE SOUTH 01 DEGREES 29 MINUTES 33 SECONDS EAST, A DISTANCE OF 302.74 FEET TO THE SOUTHWEST CORNER OF SAID LOT 36; THENCE NORTH 88 DEGREES 29 MINUTES 13 SECONDS EAST A DISTANCE OF 59.92 FEET TO THE SOUTHEAST CORNER OF SAID LOT 36; THENCE NORTH 01 DEGREES 29 MINUTES 53 SECONDS WEST, A DISTANCE OF 302.75 FEET TO THE NORTHEAST CORNER OF SAID LOT 36 AND THE SOUTH RIGHT OF WAY LINE OF SAID HARVARD STREET; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HARVARD STREET, NORTH 88

7

DEGREES 28 MINUTES 41 SECOND EAST, A DISTANCE OF 59.89 FEET TO THE NORTHWEST CORNER OF LOT 38 OF SAID SUBDIVISION; THENCE SOUTH 01 DEGREES 30 MINUTES 14 SECONDS EAST, A DISTANCE OF 152.79 FEET TO THE SOUTHWEST CORNER OF LOT 39 OF SAID SUBDIVISION; THENCE NORTH 88 DEGREES 28 MINUTES 55 SECONDS EAST, A DISTANCE OF 299.61 FEET TO THE SOUTHEAST CORNER OF SAID LOT 39 AND A POINT ON THE WEST RIGHT OF WAY LINE OF KIRK AVENUE; THENCE NORTH 01 DEGREES 31 MINUTES 43 SECONDS WEST, A DISTANCE OF 218.81 FEET TO THE SOUTHEAST CORNER OF LOT 30 OF SAID SUBDIVISION; THENCE NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST, A DISTANCE OF 66.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID KIRK AVENUE; THENCE NORTH 01 DEGREES 31 MINUTES 43 SECONDS WEST, A DISTANCE OF 566.42 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LEXINGTON STREET; THENCE SOUTH 73 DEGREES 46 MINUTES 18 SECONDS WEST, 68.23 FEET; THENCE NORTH 01 DEGREES 31 MINUTES 43 SECONDS WEST, 68.23 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LEXINGTON STREET; THENCE SOUTH 73 DEGREES 46 MINUTES 18 SECONDS WEST, A DISTANCE OF 171.32 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, SOUTH 16 DEGREES 13 MINUTES 55 SECONDS EAST, A DISTANCE OF 366.14 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF LOT 26 OF SAID SUBDIVISION; THENCE SOUTH 73 DEGREES 45 MINUTES 54 SECONDS WEST, A DISTANCE OF 90.01 FEET TO THE SOUTHEAST CORNER OF LOT 24 OF SAID SUBDIVISION; THENCE NORTH 16 DEGREES 13 MINUTES 52 SECONDS WEST, A DISTANCE OF 366.15 FEET TO A POINT ON THE NORTH LINE OF SAID LEXINGTON STREET; THENCE SOUTH 73 DEGREES 46 MINUTES 18 SECONDS WEST, A DISTANCE OF 90.00 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, SOUTH 16 DEGREES 13 MINUTES 55 SECONDS EAST, A DISTANCE OF 366.26 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF LOT 23 OF SAID SUBDIVISION; THENCE SOUTH 73 DEGREES 44 MINUTES 41 SECONDS WEST, 90.01 FEET TO THE SOUTHWEST CORNER OF LOT 22 OF SAID SUBDIVISION; THENCE NORTH 16 DEGREES 13 MINUTES 52 SECONDS WEST, 366.30 FEET; FEET TO A POINT ON THE NORTH LINE OF SAID LEXINGTON STREET; THENCE SOUTH 73 DEGREES 46 MINUTES 18 SECONDS WEST, A DISTANCE OF 186.73 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID EUCLID AVENUE; THENCE SOUTH 01 DEGREES 28 MINUTES 29 SECONDS EAST, A DISTANCE OF 457.89 FEET TO THE POINT OF BEGINNING. CONTAINING 422,140 SQUARE FEET OR 9.691 ACRES MORE OR LESS.

PARCEL 5:

THAT PART OF UNSUBDIVIDED LANDS IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 63 IN FREDERICK H. BARTLETT'S COUNTRY FARM ESTATES, PER THE PLAT THEREOF RECORDED JULY 18, 1938 AS DOCUMENT 391457, IN DUPAGE COUNTY, ILLINOIS ; THENCE SOUTH 89 DEGREES 55 MINUTES 34 SECONDS EAST, ALONG THE NORTH LINE OF BRUSH HILL ROAD, 1152.28 FEET TO A NONTANGENT CURVE; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 142.00 FEET, HAVING A CHORD BEARING OF NORTH 55 DEGREES 53

MINUTES 55 SECONDS EAST, 29.01 FEET FOR A PLACE OF BEGINNING; THENCE NORTH 01 DEGREES 47 MINUTES 31 SECONDS WEST, 283.89 FEET; THENCE SOUTH 86 DEGREES 57 MINUTES 20 SECONDS EAST, 132.62 FEET TO A NONTANGENT CURVE; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 312.50 FEET, HAVING A CHORD BEARING OF SOUTH 23 DEGREES 06 MINUTES 07 SECONDS WEST, 31.76 FEET; TO A POINT OF TANGENT; THENCE SOUTH 20 DEGREES 11 MINUTES 27 SECONDS WEST, 199.96 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 142.00 FEET; HAVING A CHORD BEARING OF SOUTH 35 DEGREES 07 MINUTES 08 SECONDS WEST, 73.99 FEET TO THE PLACE OF BEGINNING CONTAINING 0.481 ACRES, MORE OR LESS; ALL IN DUPAGE COUNTY, ILLINOIS .

BUBLITZ/CORAN PARCEL

THAT PART OF LOTS 22 AND 23 IN THE FRED H. BARTLETT'S COUNTRY FARM ESTATES PER THE PLAT THEREOF RECORDED AS DOC. NO. 391457 AND THAT PART OF LEXINGTON STREET, ALL IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 11 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF LEXINGTON STREET AND THE WEST LINE OF SAID LOT 22 EXTENDED; THENCE NORTH 73 DEGREES 46 MINUTES 18 SECONDS EAST, 90.00 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, SOUTH 16 DEGREES 13 MINUTES 55 SECONDS EAST, A DISTANCE OF 366.26 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID LOT 23; THENCE SOUTH 73 DEGREES 44 MINUTES 41 SECONDS WEST, 90.01 FEET TO THE SOUTHWEST CORNER OF SAID LOT 22; THENCE NORTH 16 DEGREES 13 MINUTES 52 SECONDS WEST, 366.30 FEET TO THE PLACE OF BEGINNING CONTAINING 0.757 ACRES, MORE OR LESS; ALL IN DUPAGE COUNTY, ILLINOIS.

PRELIMINARY/FINAL MODIFIED PLAT OF SUBDIVISION OF ELMHURST MEMORIAL HEALTHCARE YORK STREET CAMPUS ELMHURST, ILLINOIS

PART OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 33 NORTH, RANGE
11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS

08-13-300-002
08-13-300-003
08-13-300-004
08-13-300-005
08-13-300-006
08-13-300-007
08-13-300-008
08-13-300-009
08-13-300-010
08-13-300-011
08-13-300-012
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08-13-300-059
08-13-300-060

AREA

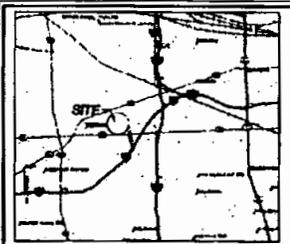
LOT 1-3
2,350,111 SQ. FT. 54,204 ACRES
DE-DATA RECORD
IN THE SOUTH 1/2 SEC 13
T33N R11E S13W CO. 023

BASIS OF BEARINGS

ASSUMED THE LAST LINE OF QUAD MONHEA
TO BE NORTH 40° 00' 00" WEST

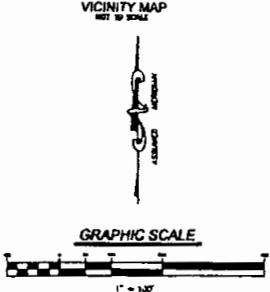
GENERAL NOTES

1. ALL BUILDING SETBACK LINES FALLING INSIDE THE SUBDIVISION BOUNDARY ARE HEREBY LOCATED UNLESS OTHERWISE NOTED.
2. SET BACK PIPE AT ALL PROPERTY CORNERS.



CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	127.20	307.84	S84.3422°W	100.00
C2	203.50	157.08	S24.3422°W	150.00
C3	203.50	158.81	S24.3422°W	150.00
C4	127.20	100.00	S44.3422°W	100.00
C5	203.50	157.08	N24.3422°W	150.00

LINE	LENGTH	BEARING
L1	24.17	S13.2672°E
L2	3.72	S60.2117°E
L3	14.00	S48.2117°E
L4	8.00	S42.0000°E

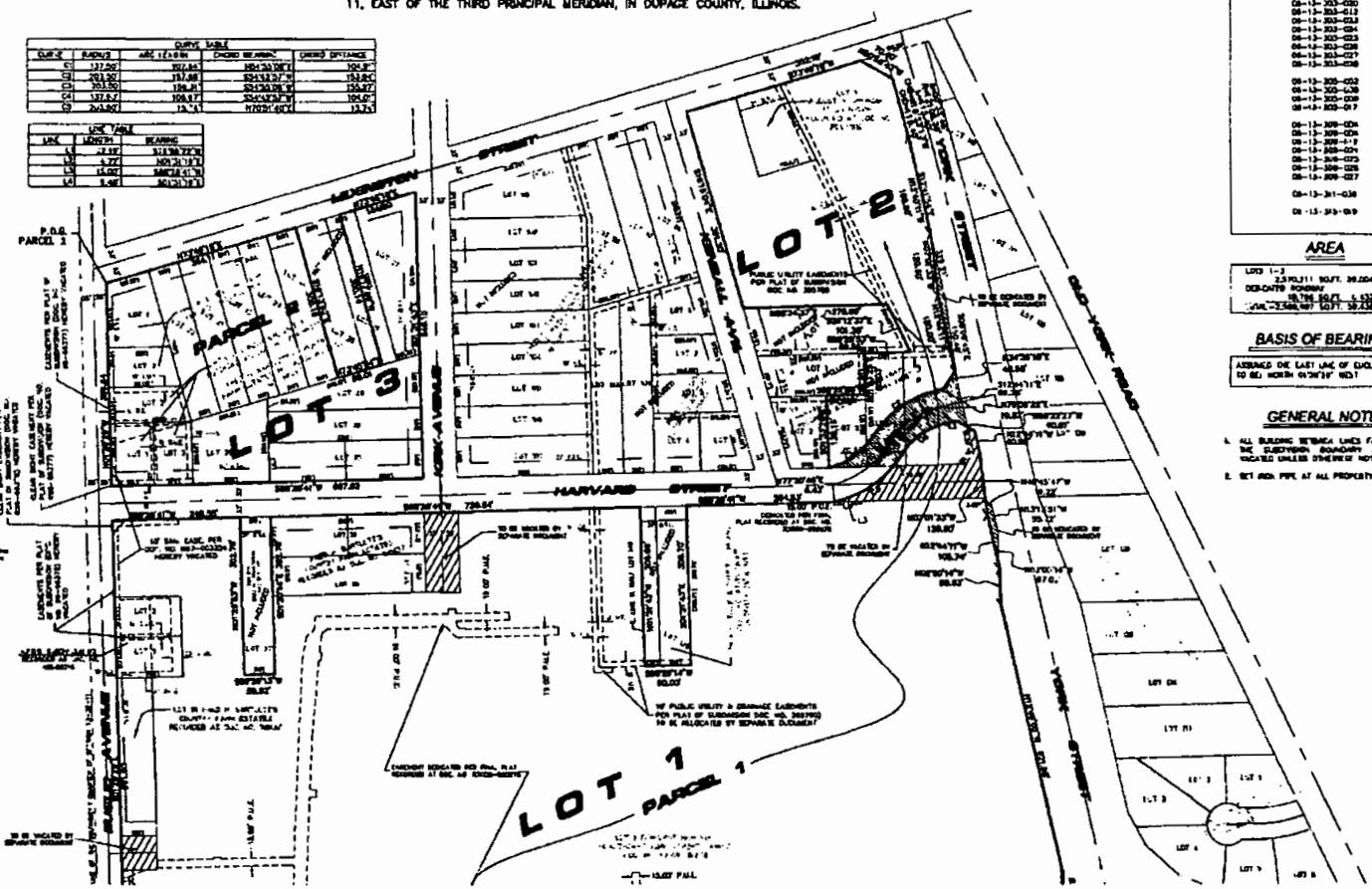


LEGEND

- 1. Subdivision Boundary
- 2. Easement Boundary
- 3. Right-of-Way Boundary
- 4. Building Footprint
- 5. Building Setback Line
- 6. Utility Right-of-Way
- 7. Utility Easement
- 8. Utility Line
- 9. Property Line
- 10. Survey Line
- 11. Survey Point
- 12. Survey Station
- 13. Survey Monument
- 14. Survey Marker
- 15. Survey Boundary
- 16. Survey Easement
- 17. Survey Right-of-Way
- 18. Survey Building Footprint
- 19. Survey Building Setback Line
- 20. Survey Utility Right-of-Way
- 21. Survey Utility Easement
- 22. Survey Utility Line
- 23. Survey Property Line
- 24. Survey Survey Line
- 25. Survey Survey Point
- 26. Survey Survey Station
- 27. Survey Survey Monument
- 28. Survey Survey Marker
- 29. Survey Survey Boundary
- 30. Survey Survey Easement
- 31. Survey Survey Right-of-Way
- 32. Survey Survey Building Footprint
- 33. Survey Survey Building Setback Line
- 34. Survey Survey Utility Right-of-Way
- 35. Survey Survey Utility Easement
- 36. Survey Survey Utility Line
- 37. Survey Survey Property Line
- 38. Survey Survey Survey Line
- 39. Survey Survey Survey Point
- 40. Survey Survey Survey Station
- 41. Survey Survey Survey Monument
- 42. Survey Survey Survey Marker
- 43. Survey Survey Survey Boundary
- 44. Survey Survey Survey Easement
- 45. Survey Survey Survey Right-of-Way
- 46. Survey Survey Survey Building Footprint
- 47. Survey Survey Survey Building Setback Line
- 48. Survey Survey Survey Utility Right-of-Way
- 49. Survey Survey Survey Utility Easement
- 50. Survey Survey Survey Utility Line

ABBREVIATIONS

- 1. Subdivision Boundary
- 2. Easement Boundary
- 3. Right-of-Way Boundary
- 4. Building Footprint
- 5. Building Setback Line
- 6. Utility Right-of-Way
- 7. Utility Easement
- 8. Utility Line
- 9. Property Line
- 10. Survey Line
- 11. Survey Point
- 12. Survey Station
- 13. Survey Monument
- 14. Survey Marker
- 15. Survey Boundary
- 16. Survey Easement
- 17. Survey Right-of-Way
- 18. Survey Building Footprint
- 19. Survey Building Setback Line
- 20. Survey Utility Right-of-Way
- 21. Survey Utility Easement
- 22. Survey Utility Line
- 23. Survey Property Line
- 24. Survey Survey Line
- 25. Survey Survey Point
- 26. Survey Survey Station
- 27. Survey Survey Monument
- 28. Survey Survey Marker
- 29. Survey Survey Boundary
- 30. Survey Survey Easement
- 31. Survey Survey Right-of-Way
- 32. Survey Survey Building Footprint
- 33. Survey Survey Building Setback Line
- 34. Survey Survey Utility Right-of-Way
- 35. Survey Survey Utility Easement
- 36. Survey Survey Utility Line
- 37. Survey Survey Property Line
- 38. Survey Survey Survey Line
- 39. Survey Survey Survey Point
- 40. Survey Survey Survey Station
- 41. Survey Survey Survey Monument
- 42. Survey Survey Survey Marker
- 43. Survey Survey Survey Boundary
- 44. Survey Survey Survey Easement
- 45. Survey Survey Survey Right-of-Way
- 46. Survey Survey Survey Building Footprint
- 47. Survey Survey Survey Building Setback Line
- 48. Survey Survey Survey Utility Right-of-Way
- 49. Survey Survey Survey Utility Easement
- 50. Survey Survey Survey Utility Line



APPROVED BY THE CITY OF ELMHURST
ELMHURST, ILLINOIS

**Engineers
Scientists
Surveyors**

7325 Avenue of the Arts, Suite 100
Woodridge, IL 60517
630.734.8200 voice
630.734.8204 fax
www.vsc.com

PREPARED FOR:
ELMHURST MEMORIAL HEALTHCARE
1200 S. YORK STREET
ELMHURST, IL 60126
630.833.1400

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1	11/20/09	PRELIMINARY PLAT	1	11/20/09	PRELIMINARY PLAT
2	11/20/09	FINAL PLAT	2	11/20/09	FINAL PLAT
3	11/20/09	REVISION	3	11/20/09	REVISION
4	11/20/09	REVISION	4	11/20/09	REVISION
5	11/20/09	REVISION	5	11/20/09	REVISION

PRELIMINARY/FINAL MODIFIED PLAT OF SUBDIVISION
**ELMHURST MEMORIAL HEALTHCARE
YORK STREET CAMPUS - ELMHURST, ILLINOIS**

DRAWING COMPLETED: 11/20/09
FIELD WORK COMPLETED: N/A

GROUP NO. 411
PROJECT NUMBER: 411
SCALE: 1" = 100'

Sheet No. 1 of 5

**PRELIMINARY/FINAL MODIFIED PLAT OF SUBDIVISION
OF
ELMHURST MEMORIAL HEALTHCARE YORK STREET CAMPUS
ELMHURST, ILLINOIS**

VACATION AND RELEASE CERTIFICATES

COMMONWEALTH EDISON COMPANY
STATE OF ILLINOIS)
COUNTY OF DE PAUL)
THE VACATION AND RELEASE OF ALL OF THE UNDERSIGNED'S RIGHTS IN AND TO THE PUBLIC
UTILITY EASEMENT SHOWN HEREON AS "EDISON FACILITY", IS APPROVED AND ACCEPTED
THIS _____ DAY OF _____ A.D. 20____
COMMONWEALTH EDISON COMPANY
BY _____
TITLE _____

NICOR GAS COMPANY
STATE OF ILLINOIS)
COUNTY OF DE PAUL)
THE VACATION AND RELEASE OF ALL OF THE UNDERSIGNED'S RIGHTS IN AND TO THE PUBLIC
UTILITY EASEMENT SHOWN HEREON AS "NICOR FACILITY", IS APPROVED AND ACCEPTED
THIS _____ DAY OF _____ A.D. 20____
NICOR GAS COMPANY
BY _____
TITLE _____

COMCAST CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF DE PAUL)
THE VACATION AND RELEASE OF ALL OF THE UNDERSIGNED'S RIGHTS IN AND TO THE PUBLIC
UTILITY EASEMENT SHOWN HEREON AS "COMCAST FACILITY", IS APPROVED AND ACCEPTED
THIS _____ DAY OF _____ A.D. 20____
COMCAST
BY _____
TITLE _____

ILLINOIS BELL TELEPHONE COMPANY
DBA AT&T ILLINOIS
STATE OF ILLINOIS)
COUNTY OF DE PAUL)
THE VACATION AND RELEASE OF ALL OF THE UNDERSIGNED'S RIGHTS IN AND TO THE PUBLIC
UTILITY EASEMENT SHOWN HEREON AS "BELL FACILITY", IS APPROVED AND ACCEPTED
THIS _____ DAY OF _____ A.D. 20____
ILLINOIS BELL TELEPHONE COMPANY DBA AT&T ILLINOIS, LLC
BY _____
TITLE _____

HOMECARE SANITARY DISTRICT
STATE OF ILLINOIS)
COUNTY OF DE PAUL)
THE VACATION AND RELEASE OF ALL OF THE UNDERSIGNED'S RIGHTS IN AND TO THE PUBLIC
UTILITY EASEMENT SHOWN HEREON AS "HOMECARE FACILITY", IS APPROVED AND ACCEPTED
THIS _____ DAY OF _____ A.D. 20____
HOMECARE SANITARY DISTRICT
BY _____
TITLE _____

CITY OF ELMHURST
STATE OF ILLINOIS)
COUNTY OF DE PAUL)
THE VACATION AND RELEASE OF ALL OF THE UNDERSIGNED'S RIGHTS IN AND TO THE PUBLIC
UTILITY EASEMENT SHOWN HEREON AS "CITY FACILITY", IS APPROVED AND ACCEPTED
THIS _____ DAY OF _____ A.D. 20____
CITY OF ELMHURST
BY _____
TITLE _____



**Engineers
Scientists
Surveyors**

7325 Avenue America, Suite 100
Woodridge, IL 60517
630.794.6200 voice
630.794.6294 fax
v300.com

PREPARED FOR:
ELMHURST MEMORIAL HEALTHCARE
1200 S. YORK STREET
ELMHURST, IL 60126
630.833.1400

NO.	REV.	DESCRIPTION	REVISIONS		DATE
			BY	CHKD.	
1		PREPARED FOR AT&T, EDISON, NICOR, BELL, HOMECARE, COMCAST			
2		PREPARED FOR THE CITY OF ELMHURST			
3		PREPARED FOR THE UNIVERSITY OF CHICAGO			
4		PREPARED FOR THE UNIVERSITY OF CHICAGO			
5		PREPARED FOR THE UNIVERSITY OF CHICAGO			

PRELIMINARY/FINAL MODIFIED PLAT OF SUBDIVISION
ELMHURST MEMORIAL HEALTHCARE
DRAWING COMPLETED 11/24/09 DRAWN BY: ACE PROJECT MANAGER: A.B.
FIELD WORK COMPLETED 5/1 CHECKED BY: A.B. SCALE: 1" = 100'

Project: **Memorial**
Group No: **VP04.1**
SHEET NO:
4 of **5**

**LEGAL DESCRIPTION
OF
ZONE A
125' BUILDING HEIGHT**

DATE: December 12, 2009

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE, COUNTY DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHEAST CORNER OF EUCLID AVENUE AND HARVARD STREET; THENCE NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST, 374.84 FEET; THENCE SOUTH 01 DEGREES 31 MINUTES 19 SECONDS EAST 200.00 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST, 639.18 FEET; THENCE SOUTH 01 DEGREES 31 MINUTES 43 SECONDS EAST, 120.69 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 14 SECONDS EAST, 120.00 FEET; THENCE NORTH 01 DEGREES 31 MINUTES 43 SECONDS WEST, 120.71 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST, 89.06 FEET; THENCE SOUTH 02 DEGREES 00 MINUTES 14 SECONDS EAST, 57.09 FEET; THENCE SOUTH 12 DEGREES 49 MINUTES 05 SECONDS EAST, 242.24 FEET; THENCE SOUTH 12 DEGREES 49 MINUTES 05 SECONDS EAST, 300.26 FEET TO A NONTANGENT CURVE; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 542.50 FEET, HAVING A CHORD BEARING OF SOUTH 35 DEGREES 52 MINUTES 12 SECONDS WEST, 172.69 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 34 SECONDS WEST, 851.46 FEET; THENCE NORTH 01 DEGREES 28 MINUTES 29 SECONDS WEST, 701.99 FEET TO THE PLACE OF BEGINNING CONTAINING 14.380 ACRES, MORE OR LESS; ALL IN DUPAGE COUNTY, ILLINOIS.

**LEGAL DESCRIPTION
OF
ZONE B
100' BUILDING HEIGHT**

DATE: December 12, 2009

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE, COUNTY DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHEAST CORNER OF EUCLID AVENUE AND HARVARD STREET; THENCE NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST, 49.96 FEET; THENCE SOUTH 01 DEGREES 31 MINUTES 19 SECONDS EAST 150.00 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST, 158.61 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 53 SECONDS EAST, 182.75 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 13 SECONDS EAST, 104.92 FEET; THENCE NORTH 01 DEGREES 30 MINUTES 14 SECONDS WEST, 179.97 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 27 SECONDS EAST, 675.62 FEET; THENCE SOUTH 01 DEGREES 31 MINUTES 43 SECONDS EAST, 50.00 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 41 SECONDS WEST, 639.18 FEET; THENCE SOUTH 01 DEGREES 28 MINUTES 29 SECONDS EAST, 701.99 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 34 SECONDS EAST, 851.46 FEET TO A NONTANGENT CURVE; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 542.50 FEET, HAVING A CHORD BEARING OF NORTH 35 DEGREES 52 MINUTES 12 SECONDS EAST, 172.69 FEET; THENCE NORTH 12 DEGREES 49 MINUTES 05 SECONDS WEST, 542.50 FEET; THENCE NORTH 02 DEGREES 00 MINUTES 14 SECONDS WEST, 57.09 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 41 SECONDS WEST, 89.06 FEET; THENCE NORTH 01 DEGREES 31 MINUTES 43 SECONDS WEST, 50.00 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST, 387.48 FEET; THENCE SOUTH 12 DEGREES 44 MINUTES 11 SECONDS EAST, 6.31 FEET; THENCE SOUTH 02 DEGREES 00 MINUTES 14 SECONDS EAST, 69.97 FEET; THENCE SOUTH 12 DEGREES 49 MINUTES 05 SECONDS EAST, 460.73 FEET; THENCE SOUTH 77 DEGREES 21 MINUTES 04 SECONDS WEST, 9.45 FEET TO A NONTANGENT CURVE; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 506.24 FEET, HAVING A CHORD BEARING OF SOUTH 48 DEGREES 43 MINUTES 24 SECONDS WEST, 512.74 FEET; THENCE SOUTH 19 DEGREES 42 MINUTES 27 SECONDS WEST, 140.05 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 34 SECONDS WEST, 1027.30 FEET; THENCE NORTH 01 DEGREES 29 MINUTES 05 SECONDS WEST, 129.99 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 45 SECONDS WEST, 75.01 FEET; THENCE NORTH 01 DEGREES 28 MINUTES 29 SECONDS WEST, 813.69 FEET TO THE PLACE OF BEGINNING CONTAINING 14.730 ACRES, MORE OR LESS ALL IN DUPAGE COUNTY, ILLINOIS.

**LEGAL DESCRIPTIONS
OF
ZONE C
50' BUILDING HEIGHT**

DATE: December 12, 2009

C-1

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE, COUNTY DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHEAST CORNER OF EUCLID AVENUE AND HARVARD STREET; THENCE NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST, 49.96 FEET; THENCE SOUTH 01 DEGREES 31 MINUTES 19 SECONDS EAST 50.00 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST, 183.57 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 53 SECONDS EAST, 100.00 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 41 SECONDS WEST, 158.61 FEET; THENCE SOUTH 01 DEGREES 28 MINUTES 29 SECONDS EAST, 813.69 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 45 SECONDS WEST, 25.01 FEET; THENCE NORTH 01 DEGREES 28 MINUTES 29 SECONDS WEST, 912.99 FEET TO THE PLACE OF BEGINNING CONTAINING 0.888 ACRES, MORE OR LESS; ALL IN DUPAGE COUNTY, ILLINOIS.

C-2

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE, COUNTY DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHEAST CORNER OF EUCLID AVENUE AND HARVARD STREET; THENCE NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST, 338.43 FEET; THENCE SOUTH 01 DEGREES 31 MINUTES 19 SECONDS EAST 50.00 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST, 675.57 FEET; THENCE SOUTH 01 DEGREES 31 MINUTES 43 SECONDS EAST, 100.00 FEET; THENCE SOUTH 88 DEGREES 14 MINUTES 27 SECONDS WEST, 675.62 FEET; THENCE NORTH 01 DEGREES 30 MINUTES 14 SECONDS WEST, 102.80 FEET TO THE PLACE OF BEGINNING CONTAINING 1.573 ACRES, MORE OR LESS; ALL IN DUPAGE COUNTY, ILLINOIS.

C-3

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE, COUNTY DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHEAST CORNER OF EUCLID AVENUE AND HARVARD STREET; THENCE NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST, 1133.99

FEET; THENCE SOUTH 01 DEGREES 31 MINUTES 19 SECONDS EAST 50.00 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST, 274.49 FEET; THENCE NORTH 77 DEGREES 20 MINUTES 44 SECONDS EAST, 11.31 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 253.50 FEET, HAVING A CHORD BEARING OF NORTH 54 DEGREES 55 MINUTES 08 SECONDS EAST, 198.45 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 87.50 FEET, HAVING A CHORD BEARING OF NORTH 54 DEGREES 42 MINUTES 57 SECONDS EAST, 67.88 FEET; TO A POINT OF TANGENT; THENCE NORTH 76 DEGREES 56 MINUTES 22 SECONDS EAST, 2.06 FEET; THENCE SOUTH 12 DEGREES 44 MINUTES 11 SECONDS EAST, 15.84 FEET; THENCE SOUTH 07 DEGREES 01 MINUTES 33 SECONDS EAST, 120.60 FEET; THENCE SOUTH 12 DEGREES 44 MINUTES 11 SECONDS EAST, 103.54 FEET; THENCE SOUTH 02 DEGREES 00 MINUTES 14 SECONDS EAST, 69.87 FEET; THENCE SOUTH 12 DEGREES 49 MINUTES 05 SECONDS EAST, 521.60 FEET; THENCE SOUTH 01 DEGREES 49 MINUTES 14 SECONDS EAST, 76.74 FEET; THENCE SOUTH 77 DEGREES 21 MINUTES 04 SECONDS WEST, 145.26 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 362.51 FEET, HAVING A CHORD BEARING OF SOUTH 48 DEGREES 46 MINUTES 17 SECONDS WEST, 361.65 FEET; TO A POINT OF TANGENT; THENCE SOUTH 20 DEGREES 11 MINUTES 27 SECONDS WEST, 199.96 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 92.00 FEET, HAVING A CHORD BEARING OF SOUTH 37 DEGREES 26 MINUTES 12 SECONDS WEST, 55.38 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 34 SECONDS WEST, 1109.54 FEET; THENCE NORTH 01 DEGREES 29 MINUTES 05 SECONDS WEST, 150.06 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 34 SECONDS EAST, 1027.30 FEET; THENCE NORTH 19 DEGREES 42 MINUTES 27 SECONDS EAST, 140.05 FEET TO A NONTANGENT CURVE; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 512.52 FEET, HAVING A CHORD BEARING OF NORTH 48 DEGREES 43 MINUTES 24 SECONDS EAST, 512.16 FEET; THENCE NORTH 77 DEGREES 21 MINUTES 04 SECONDS EAST, 9.45 FEET; THENCE NORTH 12 DEGREES 49 MINUTES 05 SECONDS WEST, 460.73 FEET; THENCE NORTH 02 DEGREES 00 MINUTES 14 SECONDS WEST, 69.97 FEET; THENCE NORTH 12 DEGREES 44 MINUTES 11 SECONDS WEST, 6.31 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 41 SECONDS WEST, 387.48 FEET; THENCE NORTH 01 DEGREES 31 MINUTES 43 SECONDS WEST, 100.00 FEET TO THE PLACE OF BEGINNING CONTAINING 9.776 ACRES, MORE OR LESS ALL IN DUPAGE COUNTY, ILLINOIS.

**LEGAL DESCRIPTION
OF
ROW BUILDING SETBACK - 0'
BUILDING HEIGHT AREA**

DATE: April 5, 2010

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE, COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF EUCLID AVENUE AND THE SOUTH RIGHT OF WAY LINE OF HARVARD STREET; THENCE NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST ALONG SAID SOUTH LINE, 248.55 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 53 SECONDS EAST, 302.75 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 13 SECONDS EAST, 59.92 FEET; THENCE NORTH 01 DEGREES 30 MINUTES 14 SECONDS WEST, 302.76 FEET TO SAID SOUTH LINE; THENCE NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST ALONG SAID SOUTH LINE, 720.54 FEET; THENCE SOUTH 01 DEGREES 31 MINUTES 43 SECONDS EAST, 305.69 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 14 SECONDS EAST, 90.00 FEET; THENCE NORTH 01 DEGREES 31 MINUTES 43 SECONDS WEST, 305.70 FEET TO SAID SOUTH LINE; THENCE NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST ALONG SAID SOUTH LINE, 284.63 FEET; THENCE NORTH 77 DEGREES 20 MINUTES 44 SECONDS EAST, 6.43 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 203.50 FEET, HAVING A CHORD BEARING OF NORTH 54 DEGREES 55 MINUTES 08 SECONDS EAST, 159.31 FEET; TO A POINT OF REVERSE CURVE; THENCE ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 137.50 FEET, HAVING A CHORD BEARING OF NORTH 54 DEGREES 42 MINUTES 57 SECONDS EAST, 106.67 FEET; THENCE NORTH 76 DEGREES 56 MINUTES 22 SECONDS EAST, 22.19 FEET TO THE WEST RIGHT OF WAY LINE OF YORK STREET; THENCE ALONG SAID WEST LINE FOR THE NEXT 7 COURSES; (1) SOUTH 60 DEGREES 22 MINUTES 27 SECONDS EAST, 40.81 FEET; (2) SOUTH 12 DEGREES 44 MINUTES 11 SECONDS EAST, 40.95 FEET; (3) SOUTH 07 DEGREES 01 MINUTES 33 SECONDS EAST, 120.60 FEET; (4) SOUTH 12 DEGREES 44 MINUTES 11 SECONDS EAST, 105.74 FEET; (5) SOUTH 02 DEGREES 00 MINUTES 14 SECONDS EAST, 69.83 FEET; (6) SOUTH 12 DEGREES 49 MINUTES 05 SECONDS EAST, 521.68 FEET; (7) SOUTH 01 DEGREES 49 MINUTES 14 SECONDS EAST, 122.90 FEET TO THE NORTH RIGHT OF WAY LINE OF BRUSH HILL ROAD; THENCE ALONG SAID NORTH LINE FOR THE NEXT 5 COURSES; (1) SOUTH 77 DEGREES 21 MINUTES 04 SECONDS WEST, 186.60 FEET TO A POINT OF CURVATURE; (2) ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 312.51 FEET, HAVING A CHORD BEARING OF SOUTH 48 DEGREES 46 MINUTES 16 SECONDS WEST, 311.77 FEET; TO A POINT OF TANGENT; (3) SOUTH 20 DEGREES 11 MINUTES 27 SECONDS WEST, 199.96 FEET TO A POINT OF CURVATURE; (4) ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 142.00 FEET, HAVING A CHORD BEARING OF SOUTH 40 DEGREES 58 MINUTES 14 SECONDS WEST, 103.00 FEET; (5) NORTH 89 DEGREES 55 MINUTES 34 SECONDS WEST, 1152.28 FEET; THENCE NORTH 01 DEGREES 29 MINUTES 05

SECONDS WEST, 300.06 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 45 SECONDS WEST, 120.03 FEET TO THE EAST RIGHT OF WAY LINE OF EUCLID AVENUE; THENCE NORTH 01 DEGREES 28 MINUTES 29 SECONDS WEST ALONG SAID EAST LINE, 941.60 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST, 50.00 FEET; THENCE SOUTH 01 DEGREES 28 MINUTES 28 SECONDS EAST, 912.99 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 45 SECONDS EAST, 100.02 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 05 SECONDS EAST, 280.05 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 34 SECONDS EAST, 1109.54 FEET TO A NONTANGENT CURVE; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 92.00 FEET, HAVING A CHORD BEARING OF NORTH 37 DEGREES 26 MINUTES 12 SECONDS EAST, 55.38 FEET; THENCE NORTH 20 DEGREES 17 MINUTES 00 SECONDS EAST, 215.84 FEET TO A NONTANGENT CURVE; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 362.50 FEET, HAVING A CHORD BEARING OF NORTH 50 DEGREES 01 MINUTES 37 SECONDS EAST, 345.76 FEET; THENCE NORTH 77 DEGREES 21 MINUTES 04 SECONDS EAST, 145.26 FEET; THENCE NORTH 01 DEGREES 49 MINUTES 14 SECONDS WEST, 76.74 FEET; THENCE NORTH 12 DEGREES 49 MINUTES 05 SECONDS WEST, 521.60 FEET; THENCE NORTH 02 DEGREES 00 MINUTES 14 SECONDS WEST, 69.87 FEET; THENCE NORTH 12 DEGREES 44 MINUTES 11 SECONDS WEST, 103.54 FEET; THENCE NORTH 07 DEGREES 01 MINUTES 33 SECONDS WEST, 120.60 FEET; THENCE NORTH 12 DEGREES 44 MINUTES 11 SECONDS WEST, 15.84 FEET; THENCE SOUTH 76 DEGREES 56 MINUTES 22 SECONDS WEST, 2.06 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 87.50 FEET, HAVING A CHORD BEARING OF SOUTH 54 DEGREES 42 MINUTES 57 SECONDS WEST, 67.88 FEET; TO A POINT OF CURVATURE; THENCE ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 253.50 FEET, HAVING A CHORD BEARING OF SOUTH 54 DEGREES 55 MINUTES 08 SECONDS WEST, 198.45 FEET; THENCE SOUTH 77 DEGREES 20 MINUTES 44 SECONDS WEST; 11.31 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 41 SECONDS WEST, 274.49 FEET; THENCE SOUTH 01 DEGREES 31 MINUTES 43 SECONDS EAST, 270.71 FEET; THENCE SOUTH 88 DEGREES 29 MINUTES 14 SECONDS WEST, 120.00 FEET; THENCE NORTH 01 DEGREES 31 MINUTES 43 SECONDS WEST, 270.69 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 41 SECONDS WEST, 675.57 FEET; THENCE SOUTH 01 DEGREES 30 MINUTES 14 SECONDS EAST, 282.77 FEET; THENCE SOUTH 88 DEGREES 29 MINUTES 13 SECONDS WEST, 104.92 FEET; THENCE NORTH 01 DEGREES 29 MINUTES 53 SECONDS WEST, 282.75 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 41 SECONDS WEST, 233.57 FEET TO THE EAST RIGHT OF WAY LINE OF EUCLID AVENUE; THENCE NORTH 01 DEGREES 28 MINUTES 29 SECONDS WEST ALONG SAID EAST LINE, 50.00 FEET TO THE PLACE OF BEGINNING CONTAINING 6.965 ACRES, MORE OR LESS; ALL IN DUPAGE COUNTY, ILLINOIS.

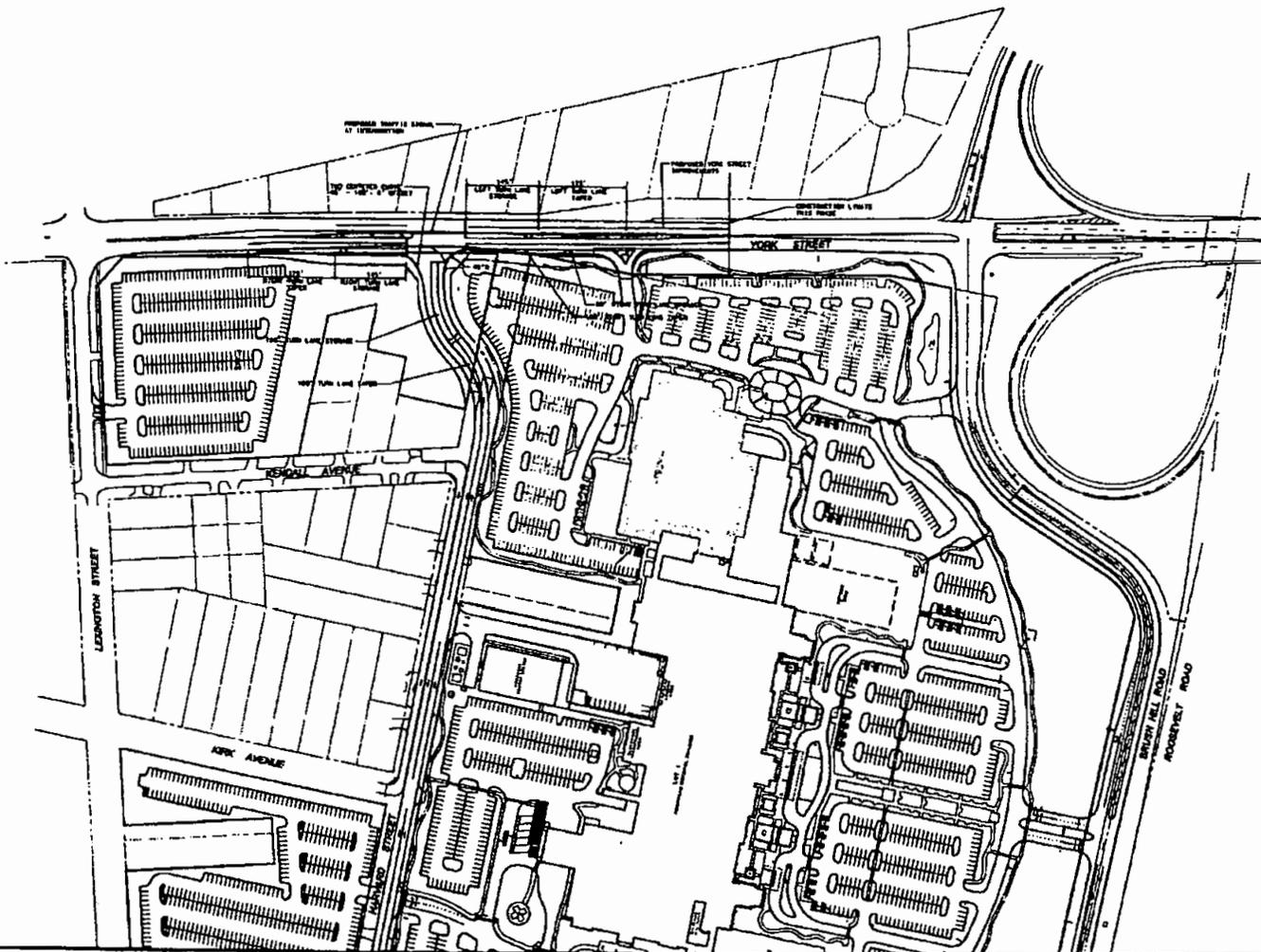
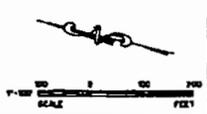


EXHIBIT M



V2 Engineering
 7328 Jones Avenue
 Woodridge, IL 60517
 800.756.0200 phone
 800.724.0200 fax
 www.v2eng.com

REVISIONS			
NO.	DATE	DESCRIPTION	BY

DATE PLOTTED	12-14-00
SCALE	1" = 100'
DESIGNED BY	JMM
CHECKED BY	VRB
IN CHARGE	BCR
DATE	12-14-00
BY	ELM/ART

YORK STREET IMPROVEMENTS

CONCEPTUAL YORK STREET ROADWAY MODIFICATION DETAIL

EX1

DATE EXHIBIT M - PRELIMINARY ROADWAY MODIFICATION PLAN - YORK STREET

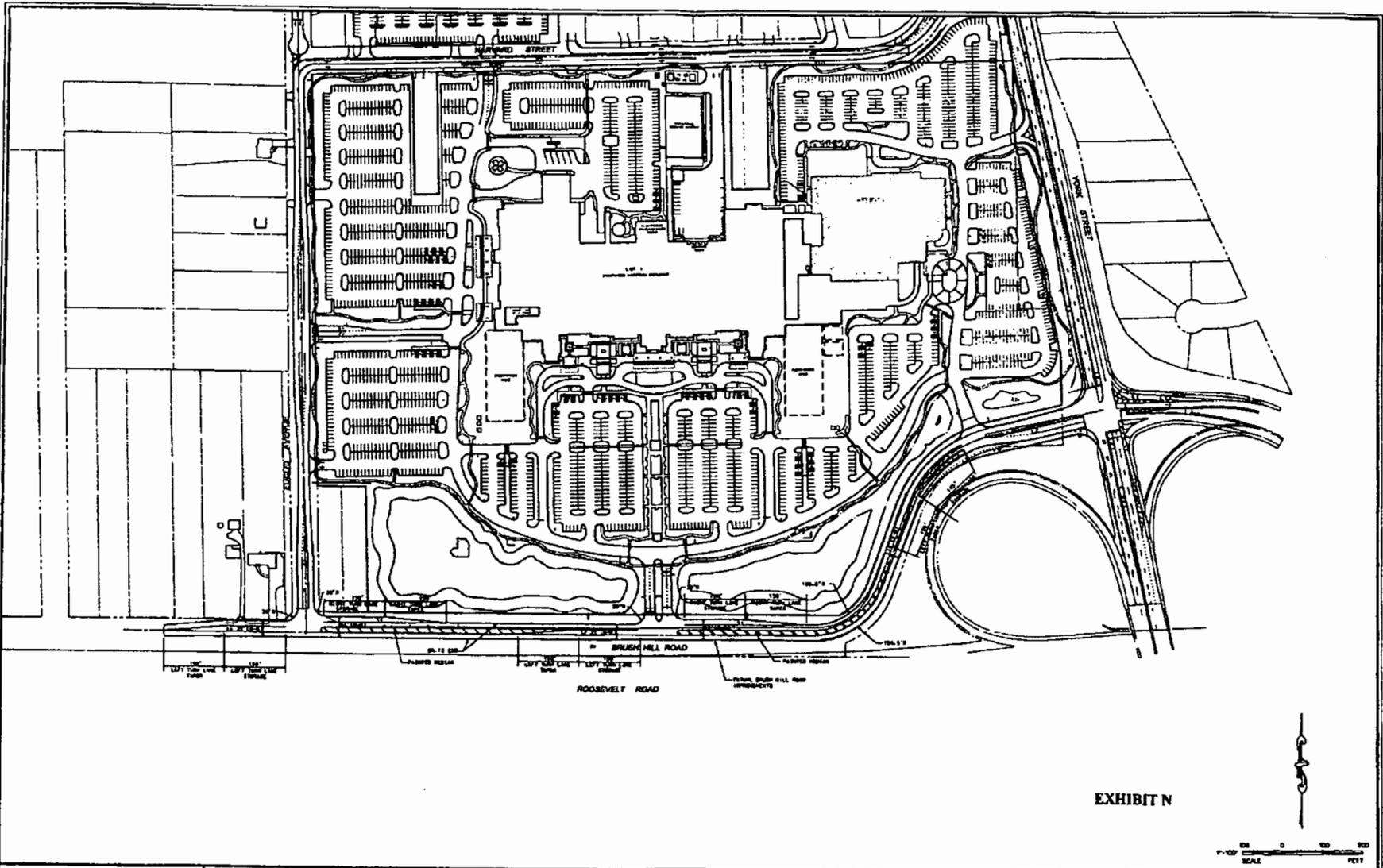


EXHIBIT N



V&C Associates
 7329 Jones Avenue
 Skokie, IL 60077
 848.784.8500 phone
 848.784.8500 fax
 www.vca.com

REVISIONS			
NO.	DATE	DESCRIPTION	BY

PROJECT NO.	JWS
DATE	VRS
DATE	SCR
DATE	SCR
DATE	EMBLURST

BRUSH HILL ROAD IMPROVEMENTS

CONCEPTUAL BRUSH HILL ROADWAY MODIFICATION DETAIL

EX1

PRELIMINARY ROADWAY RECONFIGURATION PLAN BRUSH HILL ROAD

O-13-2010

**AN ORDINANCE ANNEXING CERTAIN PROPERTY TO THE
CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS
(ELMHURST MEMORIAL HEALTHCARE)**

WHEREAS, a written petition signed by all of the legal owners of record (the "Owners") of all land within the territory herein described (the "Property") and a majority of the electors residing within the Property, has been filed with the City of Elmhurst, DuPage and Cook Counties, Illinois (the "City"), requesting that the Property be annexed to the City; and

WHEREAS, the Property is not within the corporate limits of any municipality, but is contiguous to the City; and

WHEREAS, legal notices regarding the intention of the City to annex the Property have been sent to all public bodies required to receive such notice by State statute; and

WHEREAS, the affidavit of service of such notices (the "Affidavit of Service") required herein is on deposit with the City Clerk and shall be recorded in the DuPage County Recorder's Office; and

WHEREAS, the Owners and the City have entered into a valid and binding annexation agreement relating to the Property; and

WHEREAS, all petitions, documents, and other necessary legal requirements are in full compliance with the terms of said Annexation Agreement, the statutes of the State of Illinois, and the City Code; and

WHEREAS, it is in the best interest of the City that the Property be annexed thereto.

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

**Copies To All
Elected Officials**

4-29-10

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

Section 2. That the Property as legally described in Exhibit "A," attached hereto and made a part hereof, and in the Plat of Annexation attached hereto and made a part hereof as Exhibit "B," is hereby annexed to the City of Elmhurst, DuPage and Cook Counties, Illinois.

Section 3. That the Mayor is hereby authorized and directed to execute and the City Clerk is hereby authorized and directed to attest the Plat of Annexation attached hereto as Exhibit B.

Section 4. That the City Clerk, or her designee, is hereby directed to record with the DuPage County Recorder's office a certified copy of this Ordinance, together with the Plat of Annexation which is appended to this Ordinance and the Affidavit of Service; and the City Clerk, or her designee, is hereby directed to report this annexation by certified or registered mail to the DuPage County Clerk, as the election authority having jurisdiction in the property being annexed and to the post office(s) serving the property being annexed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ADOPTED this ____ day of _____, 2010, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2010.

Peter P. DiCianni III, Mayor of the City of
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this ____ day of _____, 2010.

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

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance annexing certain property to the City of Elmhurst (Elmhurst Memorial Healthcare)

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

This Ordinance annexes the additional parcels which are the subject of the Second Amendment to the Annexation Agreement between the City of Elmhurst and Elmhurst Memorial Healthcare, *et al.*

EXHIBIT "A"

Legal Description of Property to Be Annexed

**LEGAL DESCRIPTIONS
OF
ANNEXATION PLAT**

DATE: March 24, 2010

PARCEL 1:

LOT 3 AND LOT 4 IN HARVARD STREET RESUBDIVISION RECORDED AS DOC. NO. R64-29887, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 11 EAST, OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN DUPAGE COUNTY, ILLINOIS. CONTAINING 26,720 SQUARE FEET OR 0.613 ACRES, MORE OR LESS.

PARCEL 2:

LOT 1 IN AUGUSTYN SIMUNJAK RESUBDIVISION RECORDED AS DOC. NO. R65-11514, BEING A RESUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 11 EAST, OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF IN DUPAGE COUNTY, ILLINOIS. CONTAINING 16,182 SQUARE FEET OR 0.371 ACRES, MORE OR LESS.

PARCEL 3:

LOT 51 IN FRED H. BARTLETT'S COUNTRY FARM ESTATES RECORDED AS DOC. NO. 391457, TOGETHER WITH THAT PORTION OF EUCLID AVENUE RIGHT OF WAY ADJACENT TO THE NORTHERLY 93.86 FEET OF SAID LOT, SITUATED WITHIN SECTION 13, TOWNSHIP 39 NORTH, RANGE 11 EAST, OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS. CONTAINING 27,062 SQUARE FEET OR 0.621 ACRES, MORE OR LESS.

PARCEL 4:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 11 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, H.F.D.G SUBDIVISION UNIT 1 RECORDED AS DOC. NO. R96-66377, THENCE ALONG THE NORTH RIGHT OF WAY LINE OF HARVARD STREET, NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST, A DISTANCE OF 188.64 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, SOUTH 01 DEGREES 29 MINUTES 33 SECONDS EAST, A DISTANCE OF 66.00 FEET TO THE NORTHWEST CORNER OF LOT 36 OF FRED H. BARTLETT'S COUNTRY FARM ESTATES RECORDED AS DOC. NO. 391457; THENCE SOUTH 01 DEGREES 29 MINUTES 33 SECONDS EAST, A DISTANCE OF 302.74 FEET TO THE SOUTHWEST CORNER OF SAID LOT 36; THENCE NORTH 88 DEGREES 29 MINUTES 13 SECONDS EAST A DISTANCE OF 59.92 FEET TO THE SOUTHEAST CORNER OF SAID LOT 36; THENCE NORTH 01 DEGREES 29 MINUTES 53 SECONDS WEST, A DISTANCE OF 302.75 FEET TO THE NORTHEAST CORNER OF SAID LOT 36 AND THE SOUTH RIGHT OF WAY LINE OF SAID HARVARD STREET; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HARVARD STREET, NORTH 88

DEGREES 28 MINUTES 41 SECOND EAST, A DISTANCE OF 59.89 FEET TO THE NORTHWEST CORNER OF LOT 38 OF SAID SUBDIVISION; THENCE SOUTH 01 DEGREES 30 MINUTES 14 SECONDS EAST, A DISTANCE OF 152.79 FEET TO THE SOUTHWEST CORNER OF LOT 39 OF SAID SUBDIVISION; THENCE NORTH 88 DEGREES 28 MINUTES 55 SECONDS EAST, A DISTANCE OF 299.61 FEET TO THE SOUTHEAST CORNER OF SAID LOT 39 AND A POINT ON THE WEST RIGHT OF WAY LINE OF KIRK AVENUE; THENCE NORTH 01 DEGREES 31 MINUTES 43 SECONDS WEST, A DISTANCE OF 218.81 FEET TO THE SOUTHEAST CORNER OF LOT 30 OF SAID SUBDIVISION; THENCE NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST, A DISTANCE OF 66.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID KIRK AVENUE; THENCE NORTH 01 DEGREES 31 MINUTES 43 SECONDS WEST, A DISTANCE OF 566.42; FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LEXINGTON STREET; THENCE SOUTH 73 DEGREES 46 MINUTES 18 SECONDS WEST, 68.23 FEET; THENCE NORTH 01 DEGREES 31 MINUTES 43 SECONDS WEST, 68.23 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LEXINGTON STREET; THENCE SOUTH 73 DEGREES 46 MINUTES 18 SECONDS WEST, A DISTANCE OF 171.32 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, SOUTH 16 DEGREES 13 MINUTES 55 SECONDS EAST, A DISTANCE OF 366.14 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF LOT 26 OF SAID SUBDIVISION; THENCE SOUTH 73 DEGREES 45 MINUTES 54 SECONDS WEST, A DISTANCE OF 90.01 FEET TO THE SOUTHEAST CORNER OF LOT 24 OF SAID SUBDIVISION; THENCE NORTH 16 DEGREES 13 MINUTES 52 SECONDS WEST, A DISTANCE OF 366.15 FEET TO A POINT ON THE NORTH LINE OF SAID LEXINGTON STREET; THENCE SOUTH 73 DEGREES 46 MINUTES 18 SECONDS WEST, A DISTANCE OF 90.00 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, SOUTH 16 DEGREES 13 MINUTES 55 SECONDS EAST, A DISTANCE OF 366.26 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF LOT 23 OF SAID SUBDIVISION; THENCE SOUTH 73 DEGREES 44 MINUTES 41 SECONDS WEST, 90.01 FEET TO THE SOUTHWEST CORNER OF LOT 22 OF SAID SUBDIVISION; THENCE NORTH 16 DEGREES 13 MINUTES 52 SECONDS WEST, 366.30 FEET TO A POINT ON THE NORTH LINE OF SAID LEXINGTON STREET; THENCE SOUTH 73 DEGREES 46 MINUTES 18 SECONDS WEST, A DISTANCE OF 186.73 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID EUCLID AVENUE; THENCE SOUTH 01 DEGREES 28 MINUTES 29 SECONDS EAST, A DISTANCE OF 457.89 FEET TO THE POINT OF BEGINNING. CONTAINING 389,173 SQUARE FEET OR 8.934 ACRES MORE OR LESS.

PARCEL 5:

THAT PART OF UNSUBDIVIDED LANDS IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 63 IN FREDERICK H. BARTLETT'S COUNTRY FARM ESTATES, PER THE PLAT THEREOF RECORDED JULY 18, 1938 AS DOCUMENT 391457, IN DUPAGE COUNTY, ILLINOIS ; THENCE SOUTH 89 DEGREES 55 MINUTES 34 SECONDS EAST, ALONG THE NORTH LINE OF BRUSH HILL ROAD, 1152.28 FEET TO A NONTANGENT CURVE; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 142.00 FEET, HAVING A CHORD BEARING OF NORTH 55 DEGREES 53

MINUTES 55 SECONDS EAST, 29.01 FEET FOR A PLACE OF BEGINNING; THENCE NORTH 01 DEGREES 47 MINUTES 31 SECONDS WEST, 283.89 FEET; THENCE SOUTH 86 DEGREES 57 MINUTES 20 SECONDS EAST, 132.62 FEET TO A NONTANGENT CURVE; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 312.50 FEET, HAVING A CHORD BEARING OF SOUTH 23 DEGREES 06 MINUTES 07 SECONDS WEST, 31.76 FEET; TO A POINT OF TANGENT; THENCE SOUTH 20 DEGREES 11 MINUTES 27 SECONDS WEST, 199.96 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 142.00 FEET;; HAVING A CHORD BEARING OF SOUTH 35 DEGREES 07 MINUTES 08 SECONDS WEST, 73.99 FEET TO THE PLACE OF BEGINNING CONTAINING 0.481 ACRES, MORE OR LESS; ALL IN DUPAGE COUNTY, ILLINOIS .

BUBLITZ/CORAN PARCEL

THAT PART OF LOTS 22 AND 23 IN THE FRED H. BARTLETT'S COUNTRY FARM ESTATES PER THE PLAT THEREOF RECORDED AS DOC. NO. 391457 AND THAT PART OF LEXINGTON STREET, ALL IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 11 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF LEXINGTON STREET AND THE WEST LINE OF SAID LOT 22 EXTENDED; THENCE NORTH 73 DEGREES 46 MINUTES 18 SECONDS EAST, 90.00 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, SOUTH 16 DEGREES 13 MINUTES 55 SECONDS EAST, A DISTANCE OF 366.26 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID LOT 23; THENCE SOUTH 73 DEGREES 44 MINUTES 41 SECONDS WEST, 90.01 FEET TO THE SOUTHWEST CORNER OF SAID LOT 22; THENCE NORTH 16 DEGREES 13 MINUTES 52 SECONDS WEST, 366.30 FEET TO THE PLACE OF BEGINNING CONTAINING 0.757 ACRES, MORE OR LESS; ALL IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT "B"

Plat of Annexation

CITY OF ELMHURST

ZO-06-2010

**AN ORDINANCE REZONING CERTAIN ADDITIONAL PARCELS INTO THE RECONFIGURED LOTS 1 AND 3 OF THE ELMHURST MEMORIAL HEALTHCARE YORK STREET CAMPUS PLAN, BOUNDED GENERALLY BY BRUSH HILL ROAD, EUCLID AVENUE, LEXINGTON STREET AND YORK STREET, GRANTING A CONDITIONAL USE FOR A HOSPITAL AS A PLANNED DEVELOPMENT AND APPROVING A MODIFIED PRELIMINARY PLANNED DEVELOPMENT PLAN IN CONNECTION THEREWITH
(ELMHURST MEMORIAL HEALTHCARE)**

WHEREAS, the City of Elmhurst has heretofore adopted an ordinance entitled the "Elmhurst Zoning Ordinance"; and

WHEREAS, Section 3.10 of the Elmhurst Zoning Ordinance provides for amendment to the Official Zoning Map of the City of Elmhurst; and

WHEREAS, Section 3.11 of the Elmhurst Zoning Ordinance sets forth the standards and procedures with respect to conditional uses; and

WHEREAS, Section 3.11-11 of the Elmhurst Zoning Ordinance sets forth the standards and procedures with respect to planned developments; and

WHEREAS, Elmhurst Memorial Healthcare ("EMHC") and Lillian G. Coran, as Trustee under the Coran Living Trust dated April 28, 1993 and Shirley J. Bublitz, as Trustee under the Shirley J. Bublitz Living Trust dated April 17, 1996 (collectively, the "Applicant"), are the owners of certain parcels of property legally described on Exhibit "A," attached hereto and made a part hereof, which are to be added to the reconfigured Lots 1 and 3 of the Elmhurst Memorial Healthcare York Street Campus Plan, and generally bounded by Brush Hill Road, Euclid Avenue, Lexington Street and York Street, Elmhurst, Illinois ("Subject Property"); and

**Copies To All
Elected Officials
4-29-10**

WHEREAS, the Subject Property has been annexed to the City and is located within the R-1 Single Family Residential Zoning District; and

WHEREAS, the Applicant has submitted its applications for:

1. a map amendment to change the zoning designation of the Subject Property from R-1, Single Family Residence District, to HCC, Health Care Campus District;
2. a conditional use for a hospital and uses accessory and incidental thereto as a planned development;
3. approval of a modified preliminary planned development plan; and

WHEREAS, the HCC Zoning District permits hospitals as a conditional use planned development; and

WHEREAS, on January 28 and February 11, 2010, the Zoning and Planning Commission conducted a public hearing at Elmhurst City Hall, 209 North York Street, Elmhurst, Illinois, in connection with the aforesaid applications after notice of said hearing was duly given; and

WHEREAS, on March 17, 2010, the Zoning and Planning Commission submitted its recommendation and findings on the aforesaid map amendment (rezoning) and the conditional use application, and filed its report of findings and recommendations on the aforesaid application for preliminary planned development plan, recommending that the same be granted or approved, as the case may be; and

WHEREAS, all applicable requirements of Sections 3.10 and 6.5 (relating to amendments to the Official Zoning Map) and Sections 3.11 and 3.11-11 (relating to the granting of conditional uses and planned developments) of the Elmhurst Zoning Ordinance have been met.

NOW, THEREFORE, 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. That the recitals contained in the preambles hereto are incorporated as part of this Ordinance.

Section 2. That the zoning designation of the Subject Property be amended from R-1, Single Family Residence District, to HCC, Health Care Campus District.

Section 3. That the Official Zoning Map of the City of Elmhurst be amended to reflect such redesignation.

Section 4. That the City Council finds, in accordance with and expressly adopting Applicant's responses as set forth in its sworn Conditional Use application dated December 11, 2009 and submitted to the City of Elmhurst, and in connection with the conditional use for a hospital and uses accessory and incidental thereto as a planned development:

A. *That the establishment, maintenance, or operation of the conditional use will not be detrimental to, or endanger the public health, safety, morals, comfort or general welfare;* The additional annexation of the Lot 3 parcels, the incorporation of additional in-fill parcels into Lot 1, and the re-alignment of the Harvard/York Street intersection are a part of the evolution of this new EMHC York Street Campus, in conformity with the new Comprehensive Plan adopted by the City in 2009, and the previous approvals and conditions established by the City in 2008.

B. *That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;* EMHC believes that the modified Planned Development, as submitted, is a state of the art hospital campus that will clearly serve the community's needs. The investment in architectural, site planning, engineering, and landscape planning assures that what is currently an area of circumstantial and inconsistent land use and planning would be united into a cohesive campus, with a high degree of compatibility with its surrounding neighbors.

C. *That the establishment of the conditional use will not impede the normal or ordinary development and improvement of the surrounding property for uses permitted in the district;* The 2008 approvals for the EMHC York Street Campus, in conjunction with additional redevelopment within the Yorkfield area, have transformed the future land use of the Yorkfield area. The City has adopted a new Comprehensive Plan as of 2009, and this new Comprehensive Plan defines the "normal and orderly" development of the property which is the subject of this proposed modification to the EMHC York Street Campus Planned Development. The modifications proposed in this

Application are in direct compliance with the requirements of the original 2008 Planned Development for Lot 1, and in direct compliance with the findings of the 2009 Elmhurst Comprehensive Plan for Lot 3.

D. *That adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided, in conformance with and as required by all city, county and state jurisdictional requirements;* The EMHC York Street Campus is located in an area currently served by existing utilities, access roads, drainage and other facilities; to the extent such existing improvements require modification to accommodate the conditional use, such improvements shall be modified substantially in accordance with the Preliminary Modified Engineering Plans prepared by V3-Companies as approved by the City.

E. *That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets, in conformance with and as required by all city, county and state jurisdictional requirements;* The EMHC York Street Campus is located in a developed area, adjacent to existing public streets; to the extent the conditional use requires the modification of the public street(s), or ingress/egress thereto, such modifications will be made substantially in accordance with the Conceptual Modified Roadway Modification Plans prepared by V3-Companies as approved by the City.

F. *That the proposed conditional use is not contrary to the objectives of the current Comprehensive Plan for the City of Elmhurst;* Applicant provided evidence that this Application is in direct and express conformity with the approved planning goals of the City for the following reasons:

1. This proposal continues to achieve the planned annexation of unincorporated properties into the City of Elmhurst.
2. This proposal continues to achieve the planned elimination of all single family residential land use from the portion of Yorkfield located south of Butterfield and west of York Street.
3. This proposal continues to achieve the planned transition of the entire block encompassing proposed Lot 3 to “institutional” land use.
4. The proposal continues to achieve the planned transition of the block encompassing Lot 2 to C-2 zoning, and a neighborhood commercial land use designation.

G. *That the conditional use shall, in all respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the Zoning and Planning Commission;* The conditional use for the hospital and uses accessory and incidental thereto shall conform to the applicable regulations of the HCC, Health Care Campus

District, except as modified by the Modified Preliminary Planned Development Plan described in Section 6 below.

Section 5. That a conditional use permit is hereby granted to Applicant for the purpose of constructing a hospital and uses accessory and incidental thereto as a planned development on the Subject Property, subject to the condition that such conditional use planned development be constructed, installed and maintained in accordance with the evidence submitted to the Zoning and Planning Commission by the Applicant in its application and the Commission's recommendation thereon.

Section 6. That the Modified Preliminary Planned Development Plan submitted by the Applicant and as recommended for approval by the Zoning and Planning Commission in its report dated March 17, 2010, is hereby approved, subject to the following conditions:

A. That the Modified Preliminary Planned Development be in substantial conformity with the Applicant's application and all documents submitted as part thereof, except those parts thereof which are inconsistent with any provision of this Ordinance.

B. The development of the Modified Preliminary Planned Development for a hospital and permitted accessory uses and conditional uses shall be in substantial compliance with the following standards and conditions:

1. Development shall be in substantial conformance with the Modified Preliminary Planned Development Plat as prepared by V-3 Companies and dated December 14, 2009 ("PD Plat") (attached hereto and made a part hereof as Exhibit "B"); and

a. Development within "Zone A," as defined by the PD Plat, shall be limited in height to one hundred twenty-five (125) feet, but may exceed this limit by up to an additional twenty-five (25) feet (for a maximum height of one hundred fifty (150) feet in Zone A), if processed as a conditional use (change in the Planned Development), the Legal Description of "Zone A" being attached hereto as part of Exhibit "C"); and

b. Development within "Zone B," as defined by the PD Plat, shall be limited in height to one hundred (100) feet, the Legal Description of "Zone B" being attached hereto as part of Exhibit "D"); and

c. Development within "Zone C," as defined by the PD Plat, shall be limited in height to fifty (50) feet, the Legal Description of "Zone C" being attached hereto as part of Exhibit "E"); and

d. Development within "ROW Building Setback," as defined by the PD Plat, shall be limited in height to zero (0) feet, the Legal Description of "ROW Building Setback" being attached hereto as part of Exhibit "F"); and

e. Expansion within "Zone A" is approved and authorized for addition without processing a change to the PD Plat and without limit as to square footage, provided that future expansion is in conformity with the bulk regulations of the HCC District. Approval and review of conformity shall be processed administratively, by City staff, rather than legislatively; and

f. "Future expansion" areas within "Zone B" and "Zone C" are approved and authorized for addition without processing a change to the PD Plat, up to a cumulative maximum of one hundred thousand (100,000) square feet of enclosed building, provided that such "Zone B" and "Zone C" expansion is done in conformity with the bulk requirements of the HCC District. Approval and review of conformity shall be processed administratively, by City staff, rather than legislatively; "Enclosed buildings" excludes all parking areas; and

g. In relation to Non-EMHC-owned properties adjacent to the PD Plat, located south of Harvard Street and Lexington Street, as the case may be, and east of Euclid Avenue, development and future expansion shall be done in substantial conformance with the conditional setbacks as depicted on the PD Plat, with the express understanding that conditional setbacks shall expire upon acquisition of such conditionally-protected parcel(s), such setbacks in no event to be less than fifteen (15) feet; and

h. Development shall be in substantial conformance with the Preliminary Engineering Plans for the Subject Property as prepared by V-3 Companies, bearing a last revision date of December 14, 2009, which Preliminary Engineering Plans are incorporated herein by this reference; and

i. Development shall be in substantial conformance with the Conceptual Landscape Plan for the Subject Property dated December 1, 2009 and the Additional and Modified Landscape Plans dated November 30, 2009 and December 16, 2009, all prepared by Mariani Landscape, such plans incorporated herein by this reference; and

j. Construction of the Subject Property shall be in substantial conformance with the Final Exterior Building Elevation drawings entitled "EMH Integrated Health Care Campus," prepared by Pratt Design Studio, Ltd., bearing a last revision date of February 21, 2008, and Final Floor Plans, prepared by Albert Kahn Building, dated December 14, 2007, which were approved on April 21, 2008 via Ordinance ZO-09-2008, and such elevation drawings and floor plans incorporated herein by this reference; and

k. The building materials shall be consistent with the materials included on the Center for Health. Primary materials shall be brick of a similar or complementary nature, precast or stone detailing, and glass of similar or complementary color. Metal louvers or screening shall be used where necessary for mechanical ventilation. Exposed concrete material is acceptable for retaining walls and future parking structures; and

l. Signage shall be in substantial conformance with the Final Master Signage Exhibit, prepared by Hammes Company (undated), as submitted to the Zoning and Planning Commission as part of the Applicant's Final Planned Development Plan and which was approved on April 21, 2008 via Ordinance ZO-09-2008, and, such plan incorporated herein by this reference; and

m. Grading of the Subject Property should be in substantial conformance with the Grading Plan, which plan is part of the Preliminary Engineering Plans as prepared by V-3 Companies, bearing a last revision date of December 14, 2009; and

n. Roadways shall be constructed in substantial conformance with the Conceptual Roadway Modification Plan prepared by V-3 Companies, dated December 14, 2009, which plan is incorporated herein by this reference; and

o. The architectural design shall be consistent with the Center of Health (Prairie Style). The design will be consistent without being rigidly held to any one specific aspect of the Prairie Style. This style from time to time may be modified to meet future functional considerations.

C. That the Applicant submit a Final Modified Planned Development Plan within the time permitted pursuant to the Second Amendment to the Annexation Agreement between the City of Elmhurst, Elmhurst Memorial Healthcare, Perrone and Poole, for property located at Harvard Street and Kirk Street in Elmhurst, Illinois dated May 3, 2010.

Section 7. That, in accordance with Section 3.11-11B.2.d of the Elmhurst Zoning Ordinance, the approval of the Preliminary Planned Development Plan granted by this Ordinance shall not constitute approval of the Final Plan, nor the granting of any conditional use permit or variation not otherwise set forth in this Ordinance.

Section 8. That the City Clerk is directed to transmit a copy of this Ordinance to Darrell Whistler, Chairman, Zoning and Planning Commission, Nathaniel J. Werner, Planning and Zoning Administrator, and Scott Day, Esq., Day & Robert, P.C., 300 East Fifth Avenue, Suite 365, Naperville, Illinois 60563.

Section 9. That all ordinances or part of ordinances in conflict with this Ordinance are hereby amended to the extent of the conflict.

Section 10. This Ordinance shall be in full force and effect from and after passage and approval in the manner provided by law.

ADOPTED this ____ day of _____, 2010, pursuant to a roll call vote as follows:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTENTION: _____

APPROVED by me this ____ day of _____, 2010.

Peter P. DiCianni III, Mayor of the City of
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this ____ day of _____, 2010.

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

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance rezoning Lots 1 and 3 of the Elmhurst Memorial Healthcare York Street Campus Plan to HCC, Health Care Campus District, granting a conditional use for a hospital and approving a modified preliminary planned development plan

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

This Ordinance rezones certain of the additional parcels which are the subject of the Second Amendment to the Annexation Agreement between the City of Elmhurst and Elmhurst Memorial Healthcare, *et al.* into the reconfigured Lots 1 and 3 of the Elmhurst Memorial Healthcare York Street Campus Plan to HCC, Health Care Campus District, and grants a conditional use for a hospital and uses accessory and incidental thereto as a planned development, and approves a modified preliminary planned development plan in connection therewith.

EXHIBIT "A"

**LEGAL DESCRIPTIONS
LOTS 1 AND 3**

**LEGAL DESCRIPTIONS
OF
LOTS 1 & 3 MAP AMENDMENT AREAS**

DATE: April 28, 2010

PARCEL A:
PROPOSED HCC DISTRICT

THAT PART OF UNSUBDIVIDED LANDS IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 63 IN FREDERICK H. BARTLETT'S COUNTRY FARM ESTATES, PER THE PLAT THEREOF RECORDED JULY 18, 1938 AS DOCUMENT 391457, IN DUPAGE COUNTY, ILLINOIS ; THENCE SOUTH 89 DEGREES 55 MINUTES 34 SECONDS EAST, ALONG THE NORTH LINE OF BRUSH HILL ROAD, 1152.28 FEET TO A NONTANGENT CURVE; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 142.00 FEET, HAVING A CHORD BEARING OF NORTH 55 DEGREES 53 MINUTES 55 SECONDS WEST, 29.01 FEET FOR A PLACE OF BEGINNING; THENCE NORTH 01 DEGREES 47 MINUTES 31 SECONDS WEST, 283.89 FEET; THENCE SOUTH 86 DEGREES 57 MINUTES 20 SECONDS EAST, 132.62 FEET TO A NONTANGENT CURVE; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 312.50 FEET, HAVING A CHORD BEARING OF SOUTH 23 DEGREES 06 MINUTES 07 SECONDS WEST, 31.76 FEET; TO A POINT OF TANGENT; THENCE SOUTH 20 DEGREES 11 MINUTES 27 SECONDS WEST, 199.96 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 142.00 FEET, HAVING A CHORD BEARING OF SOUTH 35 DEGREES 07 MINUTES 08 SECONDS WEST, 73.99 FEET TO THE PLACE OF BEGINNING CONTAINING 0.481 ACRES, MORE OR LESS; ALL IN DUPAGE COUNTY, ILLINOIS .

PARCEL B:
PROPOSED HCC DISTRICT

LOTS 1 AND 2 IN H.F.D.G. SUBDIVISION UNIT 2, PER THE PLAT THEREOF RECORDED AS DOCUMENT NO. R96-66378, ALSO LOT 51 IN FRED H. BARTLETT'S COUNTRY FARM ESTATES RECORDED AS DOC. NO. 391457, TOGETHER WITH THAT PORTION OF EUCLID AVENUE ADJACENT TO THE NORTHERLY 93.86 FEET OF SAID LOT, SITUATED WITHIN SECTION 13, TOWNSHIP 39 NORTH, RANGE 11 EAST, OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS. CONTAINING 27,062 SQUARE FEET OR 0.62 ACRES, MORE OR LESS.

PARCEL C:
PROPOSED HCC DISTRICT

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 11 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, H.F.D.G SUBDIVISION UNIT 1 RECORDED AS DOC. NO. R96-66377, THENCE ALONG THE NORTH RIGHT OF WAY LINE OF HARVARD STREET, NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST, A DISTANCE OF 188.64 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, SOUTH 01 DEGREES 29 MINUTES 33 SECONDS EAST, A DISTANCE OF 66.00 FEET TO THE NORTHWEST CORNER OF LOT 36 OF FRED H. BARTLETT'S COUNTRY FARM ESTATES RECORDED AS DOC. NO. 391457; THENCE SOUTH 01 DEGREES 29 MINUTES 33 SECONDS EAST, A DISTANCE OF 302.74 FEET TO THE SOUTHWEST CORNER OF SAID LOT 36; THENCE NORTH 88 DEGREES 29 MINUTES 13 SECONDS EAST A DISTANCE OF 59.92 FEET TO THE SOUTHEAST CORNER OF SAID LOT 36; THENCE NORTH 01 DEGREES 29 MINUTES 53 SECONDS WEST, A DISTANCE OF 302.75 FEET TO THE NORTHEAST CORNER OF SAID LOT 36 AND THE SOUTH RIGHT OF WAY LINE OF SAID HARVARD STREET; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HARVARD STREET, NORTH 88 DEGREES 28 MINUTES 41 SECOND EAST, A DISTANCE OF 59.89 FEET TO THE NORTHWEST CORNER OF LOT 38 OF SAID SUBDIVISION; THENCE SOUTH 01 DEGREES 30 MINUTES 14 SECONDS EAST, A DISTANCE OF 152.79 FEET TO THE SOUTHWEST CORNER OF LOT 39; THENCE NORTH 88 DEGREES 28 MINUTES 55 SECONDS EAST, A DISTANCE OF 299.61 FEET TO THE SOUTHEAST CORNER OF SAID LOT 39 AND A POINT ON THE WEST RIGHT OF WAY LINE OF KIRK AVENUE; THENCE NORTH 01 DEGREES 31 MINUTES 43 SECONDS WEST, A DISTANCE OF 218.81 FEET TO THE SOUTHEAST CORNER OF LOT 30 OF SAID SUBDIVISION; THENCE NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST, A DISTANCE OF 66.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID KIRK AVENUE; THENCE NORTH 01 DEGREES 31 MINUTES 43 SECONDS WEST, A DISTANCE OF 566.42; FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LEXINGTON STREET; THENCE SOUTH 73 DEGREES 46 MINUTES 18 SECONDS WEST, 68.23 FEET; THENCE NORTH 01 DEGREES 31 MINUTES 43 SECONDS WEST, 68.23 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LEXINGTON STREET; THENCE SOUTH 73 DEGREES 46 MINUTES 18 SECONDS WEST, A DISTANCE OF 171.32 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, SOUTH 16 DEGREES 13 MINUTES 55 SECONDS EAST, A DISTANCE OF 366.14 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF LOT 26 OF SAID SUBDIVISION; THENCE SOUTH 73 DEGREES 45 MINUTES 54 SECONDS WEST, A DISTANCE OF 90.01 FEET TO THE SOUTHEAST CORNER OF LOT 24 OF SAID SUBDIVISION; THENCE NORTH 16 DEGREES 13 MINUTES 52 SECONDS WEST, A DISTANCE OF 366.15 FEET TO A POINT ON THE NORTH LINE OF SAID LEXINGTON STREET; THENCE SOUTH 73 DEGREES 46 MINUTES 18 SECONDS WEST, A DISTANCE OF 366.73 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID EUCLID AVENUE; THENCE SOUTH 01 DEGREES 28 MINUTES 29 SECONDS EAST, A DISTANCE OF 457.89 FEET TO THE POINT OF BEGINNING. CONTAINING 422140 SQUARE FEET OR 9.691 ACRES MORE OR LESS.

PARCEL D:
PROPOSED HCC DISTRICT

THAT PART OF LOTS 3 AND 4 IN HARVARD STREET RESUBDIVISION PER THE PLAT THEREOF RECORDED AS DOCUMENT R64-29887, AND LOT 2 IN ELMHURST MEMORIAL HEALTHCARE YORK STREET CAMPUS, PER THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER R2008-080878, IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 11 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 137.50 FEET, HAVING A CHORD BEARING OF NORTH 54 DEGREES 55 MINUTES 08 SECONDS EAST, 107.64 FEET; TO A POINT OF REVERSE CURVE; THENCE ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 203.50 FEET, HAVING A CHORD BEARING OF NORTH 54 DEGREES 42 MINUTES 57 SECONDS EAST, 157.86 FEET; TO A POINT OF DEFAULT; THENCE NORTH 76 DEGREES 56 MINUTES 22 SECONDS EAST, 10.87 FEET; THENCE NORTH 34 DEGREES 36 MINUTES 18 SECONDS EAST, 40.58 FEET; THENCE SOUTH 12 DEGREES 44 MINUTES 11 SECONDS EAST, 109.99 FEET; THENCE SOUTH 60 DEGREES 22 MINUTES 27 SECONDS EAST, 16.24 FEET; THENCE SOUTH 12 DEGREES 44 MINUTES 11 SECONDS EAST, 40.95 FEET; THENCE SOUTH 07 DEGREES 01 MINUTES 33 SECONDS EAST, 22.14 FEET TO THE NORTH LINE OF HARVARD STREET; THENCE SOUTH 88 DEGREES 28 MINUTES 41 SECONDS WEST, 295.36 FEET TO THE PLACE OF BEGINNING CONTAINING 0.588 ACRES, MORE OR LESS; ALL IN DUPAGE COUNTY, ILLINOIS .

EXHIBIT "B"

**MODIFIED PRELIMINARY PLANNED
DEVELOPMENT PLAT**

EXHIBIT "C"

**LEGAL DESCRIPTION OF ZONE A
125' BUILDING HEIGHT**

**LEGAL DESCRIPTION
OF
ZONE A
125' BUILDING HEIGHT**

DATE: December 12, 2009

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE, COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHEAST CORNER OF EUCLID AVENUE AND HARVARD STREET; THENCE NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST, 374.84 FEET; THENCE SOUTH 01 DEGREES 31 MINUTES 19 SECONDS EAST 200.00 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST, 639.18 FEET; THENCE SOUTH 01 DEGREES 31 MINUTES 43 SECONDS EAST, 120.69 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 14 SECONDS EAST, 120.00 FEET; THENCE NORTH 01 DEGREES 31 MINUTES 43 SECONDS WEST, 120.71 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST, 89.06 FEET; THENCE SOUTH 02 DEGREES 00 MINUTES 14 SECONDS EAST, 57.09 FEET; THENCE SOUTH 12 DEGREES 49 MINUTES 05 SECONDS EAST, 242.24 FEET; THENCE SOUTH 12 DEGREES 49 MINUTES 05 SECONDS EAST, 300.26 FEET TO A NONTANGENT CURVE; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 542.50 FEET, HAVING A CHORD BEARING OF SOUTH 35 DEGREES 52 MINUTES 12 SECONDS WEST, 172.69 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 34 SECONDS WEST, 851.46 FEET; THENCE NORTH 01 DEGREES 28 MINUTES 29 SECONDS WEST, 701.99 FEET TO THE PLACE OF BEGINNING CONTAINING 14.380 ACRES, MORE OR LESS; ALL IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT "D"

**LEGAL DESCRIPTION OF ZONE B
100' BUILDING HEIGHT**

**LEGAL DESCRIPTION
OF
ZONE B
100' BUILDING HEIGHT**

DATE: December 12, 2009

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE, COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHEAST CORNER OF EUCLID AVENUE AND HARVARD STREET; THENCE NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST, 49.96 FEET; THENCE SOUTH 01 DEGREES 31 MINUTES 19 SECONDS EAST 150.00 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST, 158.61 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 53 SECONDS EAST, 182.75 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 13 SECONDS EAST, 104.92 FEET; THENCE NORTH 01 DEGREES 30 MINUTES 14 SECONDS WEST, 179.97 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 27 SECONDS EAST, 675.62 FEET; THENCE SOUTH 01 DEGREES 31 MINUTES 43 SECONDS EAST, 50.00 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 41 SECONDS WEST, 639.18 FEET; THENCE SOUTH 01 DEGREES 28 MINUTES 29 SECONDS EAST, 701.99 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 34 SECONDS EAST, 851.46 FEET TO A NONTANGENT CURVE; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 542.50 FEET, HAVING A CHORD BEARING OF NORTH 35 DEGREES 52 MINUTES 12 SECONDS EAST, 172.69 FEET; THENCE NORTH 12 DEGREES 49 MINUTES 05 SECONDS WEST, 542.50 FEET; THENCE NORTH 02 DEGREES 00 MINUTES 14 SECONDS WEST, 57.09 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 41 SECONDS WEST, 89.06 FEET; THENCE NORTH 01 DEGREES 31 MINUTES 43 SECONDS WEST, 50.00 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST, 387.48 FEET; THENCE SOUTH 12 DEGREES 44 MINUTES 11 SECONDS EAST, 6.31 FEET; THENCE SOUTH 02 DEGREES 00 MINUTES 14 SECONDS EAST, 69.97 FEET; THENCE SOUTH 12 DEGREES 49 MINUTES 05 SECONDS EAST, 460.73 FEET; THENCE SOUTH 77 DEGREES 21 MINUTES 04 SECONDS WEST, 9.45 FEET TO A NONTANGENT CURVE; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 506.24 FEET, HAVING A CHORD BEARING OF SOUTH 48 DEGREES 43 MINUTES 24 SECONDS WEST, 512.74 FEET; THENCE SOUTH 19 DEGREES 42 MINUTES 27 SECONDS WEST, 140.05 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 34 SECONDS WEST, 1027.30 FEET; THENCE NORTH 01 DEGREES 29 MINUTES 05 SECONDS WEST, 129.99 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 45 SECONDS WEST, 75.01 FEET; THENCE NORTH 01 DEGREES 28 MINUTES 29 SECONDS WEST, 813.69 FEET TO THE PLACE OF BEGINNING CONTAINING 14.730 ACRES, MORE OR LESS ALL IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT "E"

**LEGAL DESCRIPTIONS OF ZONE C
50' BUILDING HEIGHT**

**LEGAL DESCRIPTIONS
OF
ZONE C
50' BUILDING HEIGHT**

DATE: December 12, 2009

C-1

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE, COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHEAST CORNER OF EUCLID AVENUE AND HARVARD STREET; THENCE NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST, 49.96 FEET; THENCE SOUTH 01 DEGREES 31 MINUTES 19 SECONDS EAST 50.00 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST, 183.57 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 53 SECONDS EAST, 100.00 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 41 SECONDS WEST, 158.61 FEET; THENCE SOUTH 01 DEGREES 28 MINUTES 29 SECONDS EAST, 813.69 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 45 SECONDS WEST, 25.01 FEET; THENCE NORTH 01 DEGREES 28 MINUTES 29 SECONDS WEST, 912.99 FEET TO THE PLACE OF BEGINNING CONTAINING 0.888 ACRES, MORE OR LESS; ALL IN DUPAGE COUNTY, ILLINOIS.

C-2

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE, COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHEAST CORNER OF EUCLID AVENUE AND HARVARD STREET; THENCE NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST, 338.43 FEET; THENCE SOUTH 01 DEGREES 31 MINUTES 19 SECONDS EAST 50.00 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST, 675.57 FEET; THENCE SOUTH 01 DEGREES 31 MINUTES 43 SECONDS EAST, 100.00 FEET; THENCE SOUTH 88 DEGREES 14 MINUTES 27 SECONDS WEST, 675.62 FEET; THENCE NORTH 01 DEGREES 30 MINUTES 14 SECONDS WEST, 102.80 FEET TO THE PLACE OF BEGINNING CONTAINING 1.573 ACRES, MORE OR LESS; ALL IN DUPAGE COUNTY, ILLINOIS.

C-3

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE, COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHEAST CORNER OF EUCLID AVENUE AND HARVARD STREET; THENCE NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST, 1133.99

FEET; THENCE SOUTH 01 DEGREES 31 MINUTES 19 SECONDS EAST 50.00 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST, 274.49 FEET; THENCE NORTH 77 DEGREES 20 MINUTES 44 SECONDS EAST, 11.31 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 253.50 FEET, HAVING A CHORD BEARING OF NORTH 54 DEGREES 55 MINUTES 08 SECONDS EAST, 198.45 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 87.50 FEET, HAVING A CHORD BEARING OF NORTH 54 DEGREES 42 MINUTES 57 SECONDS EAST, 67.88 FEET; TO A POINT OF TANGENT; THENCE NORTH 76 DEGREES 56 MINUTES 22 SECONDS EAST, 2.06 FEET; THENCE SOUTH 12 DEGREES 44 MINUTES 11 SECONDS EAST, 15.84 FEET; THENCE SOUTH 07 DEGREES 01 MINUTES 33 SECONDS EAST, 120.60 FEET; THENCE SOUTH 12 DEGREES 44 MINUTES 11 SECONDS EAST, 103.54 FEET; THENCE SOUTH 02 DEGREES 00 MINUTES 14 SECONDS EAST, 69.87 FEET; THENCE SOUTH 12 DEGREES 49 MINUTES 05 SECONDS EAST, 521.60 FEET; THENCE SOUTH 01 DEGREES 49 MINUTES 14 SECONDS EAST, 76.74 FEET; THENCE SOUTH 77 DEGREES 21 MINUTES 04 SECONDS WEST, 145.26 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 362.51 FEET, HAVING A CHORD BEARING OF SOUTH 48 DEGREES 46 MINUTES 17 SECONDS WEST, 361.65 FEET; TO A POINT OF TANGENT; THENCE SOUTH 20 DEGREES 11 MINUTES 27 SECONDS WEST, 199.96 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 92.00 FEET, HAVING A CHORD BEARING OF SOUTH 37 DEGREES 26 MINUTES 12 SECONDS WEST, 55.38 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 34 SECONDS WEST, 1109.54 FEET; THENCE NORTH 01 DEGREES 29 MINUTES 05 SECONDS WEST, 150.06 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 34 SECONDS EAST, 1027.30 FEET; THENCE NORTH 19 DEGREES 42 MINUTES 27 SECONDS EAST, 140.05 FEET TO A NONTANGENT CURVE; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 512.52 FEET, HAVING A CHORD BEARING OF NORTH 48 DEGREES 43 MINUTES 24 SECONDS EAST, 512.16 FEET; THENCE NORTH 77 DEGREES 21 MINUTES 04 SECONDS EAST, 9.45 FEET; THENCE NORTH 12 DEGREES 49 MINUTES 05 SECONDS WEST, 460.73 FEET; THENCE NORTH 02 DEGREES 00 MINUTES 14 SECONDS WEST, 69.97 FEET; THENCE NORTH 12 DEGREES 44 MINUTES 11 SECONDS WEST, 6.31 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 41 SECONDS WEST, 387.48 FEET; THENCE NORTH 01 DEGREES 31 MINUTES 43 SECONDS WEST, 100.00 FEET TO THE PLACE OF BEGINNING CONTAINING 9.776 ACRES, MORE OR LESS ALL IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT "F"

**LEGAL DESCRIPTION OF ROW BUILDING SETBACK – 0'
BUILDING HEIGHT AREA**

**LEGAL DESCRIPTION
OF
ROW BUILDING SETBACK - 0'
BUILDING HEIGHT AREA**

DATE: April 5, 2010

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE, COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF EUCLID AVENUE AND THE SOUTH RIGHT OF WAY LINE OF HARVARD STREET; THENCE NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST ALONG SAID SOUTH LINE, 248.55 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 53 SECONDS EAST, 302.75 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 13 SECONDS EAST, 59.92 FEET; THENCE NORTH 01 DEGREES 30 MINUTES 14 SECONDS WEST, 302.76 FEET TO SAID SOUTH LINE; THENCE NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST ALONG SAID SOUTH LINE, 720.54 FEET; THENCE SOUTH 01 DEGREES 31 MINUTES 43 SECONDS EAST, 305.69 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 14 SECONDS EAST, 90.00 FEET; THENCE NORTH 01 DEGREES 31 MINUTES 43 SECONDS WEST, 305.70 FEET TO SAID SOUTH LINE; THENCE NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST ALONG SAID SOUTH LINE, 284.63 FEET; THENCE NORTH 77 DEGREES 20 MINUTES 44 SECONDS EAST, 6.43 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 203.50 FEET, HAVING A CHORD BEARING OF NORTH 54 DEGREES 55 MINUTES 08 SECONDS EAST, 159.31 FEET; TO A POINT OF REVERSE CURVE; THENCE ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 137.50 FEET, HAVING A CHORD BEARING OF NORTH 54 DEGREES 42 MINUTES 57 SECONDS EAST, 106.67 FEET; THENCE NORTH 76 DEGREES 56 MINUTES 22 SECONDS EAST, 22.19 FEET TO THE WEST RIGHT OF WAY LINE OF YORK STREET; THENCE ALONG SAID WEST LINE FOR THE NEXT 7 COURSES; (1) SOUTH 60 DEGREES 22 MINUTES 27 SECONDS EAST, 40.81 FEET; (2) SOUTH 12 DEGREES 44 MINUTES 11 SECONDS EAST, 40.95 FEET; (3) SOUTH 07 DEGREES 01 MINUTES 33 SECONDS EAST, 120.60 FEET; (4) SOUTH 12 DEGREES 44 MINUTES 11 SECONDS EAST, 105.74 FEET; (5) SOUTH 02 DEGREES 00 MINUTES 14 SECONDS EAST, 69.83 FEET; (6) SOUTH 12 DEGREES 49 MINUTES 05 SECONDS EAST, 521.68 FEET; (7) SOUTH 01 DEGREES 49 MINUTES 14 SECONDS EAST, 122.90 FEET TO THE NORTH RIGHT OF WAY LINE OF BRUSH HILL ROAD; THENCE ALONG SAID NORTH LINE FOR THE NEXT 5 COURSES; (1) SOUTH 77 DEGREES 21 MINUTES 04 SECONDS WEST, 186.60 FEET TO A POINT OF CURVATURE; (2) ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 312.51 FEET, HAVING A CHORD BEARING OF SOUTH 48 DEGREES 46 MINUTES 16 SECONDS WEST, 311.77 FEET; TO A POINT OF TANGENT; (3) SOUTH 20 DEGREES 11 MINUTES 27 SECONDS WEST, 199.96 FEET TO A POINT OF CURVATURE; (4) ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 142.00 FEET, HAVING A CHORD BEARING OF SOUTH 40 DEGREES 58 MINUTES 14 SECONDS WEST, 103.00 FEET; (5) NORTH 89 DEGREES 55 MINUTES 34 SECONDS WEST, 1152.28 FEET; THENCE NORTH 01 DEGREES 29 MINUTES 05

SECONDS WEST, 300.06 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 45 SECONDS WEST, 120.03 FEET TO THE EAST RIGHT OF WAY LINE OF EUCLID AVENUE; THENCE NORTH 01 DEGREES 28 MINUTES 29 SECONDS WEST ALONG SAID EAST LINE, 941.60 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST, 50.00 FEET; THENCE SOUTH 01 DEGREES 28 MINUTES 28 SECONDS EAST, 912.99 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 45 SECONDS EAST, 100.02 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 05 SECONDS EAST, 280.05 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 34 SECONDS EAST, 1109.54 FEET TO A NONTANGENT CURVE; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 92.00 FEET, HAVING A CHORD BEARING OF NORTH 37 DEGREES 26 MINUTES 12 SECONDS EAST, 55.38 FEET; THENCE NORTH 20 DEGREES 17 MINUTES 00 SECONDS EAST, 215.84 FEET TO A NONTANGENT CURVE; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 362.50 FEET, HAVING A CHORD BEARING OF NORTH 50 DEGREES 01 MINUTES 37 SECONDS EAST, 345.76 FEET; THENCE NORTH 77 DEGREES 21 MINUTES 04 SECONDS EAST, 145.26 FEET; THENCE NORTH 01 DEGREES 49 MINUTES 14 SECONDS WEST, 76.74 FEET; THENCE NORTH 12 DEGREES 49 MINUTES 05 SECONDS WEST, 521.60 FEET; THENCE NORTH 02 DEGREES 00 MINUTES 14 SECONDS WEST, 69.87 FEET; THENCE NORTH 12 DEGREES 44 MINUTES 11 SECONDS WEST, 103.54 FEET; THENCE NORTH 07 DEGREES 01 MINUTES 33 SECONDS WEST, 120.60 FEET; THENCE NORTH 12 DEGREES 44 MINUTES 11 SECONDS WEST, 15.84 FEET; THENCE SOUTH 76 DEGREES 56 MINUTES 22 SECONDS WEST, 2.06 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 87.50 FEET, HAVING A CHORD BEARING OF SOUTH 54 DEGREES 42 MINUTES 57 SECONDS WEST, 67.88 FEET; TO A POINT OF CURVATURE; THENCE ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 253.50 FEET, HAVING A CHORD BEARING OF SOUTH 54 DEGREES 55 MINUTES 08 SECONDS WEST, 198.45 FEET; THENCE SOUTH 77 DEGREES 20 MINUTES 44 SECONDS WEST, 11.31 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 41 SECONDS WEST, 274.49 FEET; THENCE SOUTH 01 DEGREES 31 MINUTES 43 SECONDS EAST, 270.71 FEET; THENCE SOUTH 88 DEGREES 29 MINUTES 14 SECONDS WEST, 120.00 FEET; THENCE NORTH 01 DEGREES 31 MINUTES 43 SECONDS WEST, 270.69 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 41 SECONDS WEST, 675.57 FEET; THENCE SOUTH 01 DEGREES 30 MINUTES 14 SECONDS EAST, 282.77 FEET; THENCE SOUTH 88 DEGREES 29 MINUTES 13 SECONDS WEST, 104.92 FEET; THENCE NORTH 01 DEGREES 29 MINUTES 53 SECONDS WEST, 282.75 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 41 SECONDS WEST, 233.57 FEET TO THE EAST RIGHT OF WAY LINE OF EUCLID AVENUE; THENCE NORTH 01 DEGREES 28 MINUTES 29 SECONDS WEST ALONG SAID EAST LINE, 50.00 FEET TO THE PLACE OF BEGINNING CONTAINING 6.965 ACRES, MORE OR LESS; ALL IN DUPAGE COUNTY, ILLINOIS.

ZO-07-2010

**AN ORDINANCE REZONING CERTAIN ADDITIONAL PARCELS
AS PART OF THE RECONFIGURED LOT 2 OF THE
ELMHURST MEMORIAL HEALTHCARE YORK STREET CAMPUS PLAN,
BOUNDED BY A PORTION OF HARVARD STREET, YORK STREET,
KENDALL AVENUE AND LEXINGTON STREET
FROM R-1, SINGLE FAMILY RESIDENCE DISTRICT, TO
C-2, COMMUNITY SHOPPING AND SERVICE DISTRICT
(ELMHURST MEMORIAL HEALTHCARE)**

WHEREAS, the City Council of the City of Elmhurst has heretofore adopted an ordinance entitled the "Elmhurst Zoning Ordinance"; and

WHEREAS, Section 3.10 of the Elmhurst Zoning Ordinance provides for amendment to the Official Zoning Map of the City of Elmhurst; and

WHEREAS, Elmhurst Memorial Healthcare ("EMHC") has annexed to the City and is the owner of certain parcels legally described on Exhibit "A," attached hereto and made a part hereof, which are to be added to the reconfigured Lot 2 of the Elmhurst Memorial Healthcare York Street Campus Plan, and generally bounded by a portion of Harvard Street, York Street, Kendall Avenue and Lexington Street, Elmhurst, Illinois ("Subject Property"); and

WHEREAS, EMHC has applied for a map amendment to change the zoning designation of the Subject Property from R-1 Single Family Residence District to C-2 Community Shopping and Service District for the purpose of constructing an off-site accessory parking lot to provide parking for the Elmhurst Memorial Healthcare Campus, located on property across Harvard Street and south of the Subject Property (the "Healthcare Campus"); and

WHEREAS, the regulations of the C-2 Zoning District allow off-site accessory parking lots as a conditional use; and

Copies To All
Elected Officials

4-29-10

WHEREAS, EMHC has applied for a conditional use for an off-site accessory parking lot on the Subject Property, the consideration of which will be concurrent with EMHC's application for conditional use/planned development for a hospital proposed to be located on the aforesaid Healthcare Campus; and

WHEREAS, on January 28 and February 11, 2010, the Zoning and Planning Commission of the City of Elmhurst conducted a public hearing in connection with the proposed map amendment after notice thereof was duly given; and

WHEREAS, on March 17, 2010, the Zoning and Planning Commission rendered its decision on the aforesaid application for amendment, recommending that the Zoning Map be amended to change the designation of the Subject Property from R-1 to C-2; and

WHEREAS, on April 12, 2010, the Development, Planning and Zoning Committee of the City Council recommended approval of the aforesaid map amendment; and

WHEREAS, all applicable requirements of Section 3.10 of the Elmhurst Zoning Ordinance relating to amendments to the Official Zoning Map have been met.

NOW, THEREFORE, 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. That the recitals hereto are incorporated as part of this Ordinance.

Section 2. That the zoning designation for the Subject Property be amended from R-1 Single Family Residence District to C-2 Community Shopping and Service District.

Section 3. That the Official Zoning Map of the City of Elmhurst be amended to reflect such re-designation.

Section 4. That this Ordinance shall further be subject to and in accordance with the evidence submitted to, and the recommendation of, the Zoning and Planning Commission.

Section 5. That the City Clerk is directed to transmit a copy of this Ordinance to Darrell Whistler, Chairman, Zoning and Planning Commission; Nathaniel J. Werner, Planning and Zoning Administrator; and Scott Day, Esq., Day & Robert, P.C., 300 East Fifth Avenue, Suite 365, Naperville, Illinois 60563.

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 approval in the manner provided by law.

ADOPTED this ____ day of _____, 2010, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2010.

Peter P. DiCianni III, Mayor of the City of
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this ____ day of _____, 2010.

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

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance rezoning Lot 2 of the Elmhurst Memorial Healthcare York Street Campus Plan to C2, Community Shopping and Service District

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

This Ordinance rezones certain of the additional parcels which are the subject of the Second Amendment to the Annexation Agreement between the City of Elmhurst and Elmhurst Memorial Healthcare, *et al.* into Lot 2 of the Elmhurst Memorial Healthcare York Street Campus Plan to C2, Community Shopping and Service District.

EXHIBIT "A"

LEGAL DESCRIPTION – LOT 2

**LEGAL DESCRIPTIONS
OF
LOT 2 MAP AMENDMENT AREAS**

DATE: April 28, 2010

**PARCEL E:
PROPOSED C-2 ZONING**

THAT PART OF LOTS 3 AND 4 IN HARVARD STREET RESUBDIVISION PER THE PLAT THEREOF RECORDED AS DOCUMENT R64-29887, IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 11 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 01 DEGREES 33 MINUTES 26 SECONDS WEST, 138.15 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE NORTH 88 DEGREES 29 MINUTES 08 SECONDS EAST, 74.99 FEET TO THE NORTHEAST CORNER OF SAID LOT; THENCE NORTH 01 DEGREES 33 MINUTES 26 SECONDS WEST, 80.03 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE NORTH 88 DEGREES 28 MINUTES 53 SECONDS EAST, 74.98 FEET TO THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH 01 DEGREES 33 MINUTES 33 SECONDS EAST ALONG THE EAST LINE OF SAID LOT, 100.41 FEET TO A NONTANGENT CURVE; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 203.50 FEET, HAVING A CHORD BEARING OF SOUTH 44 DEGREES 45 MINUTES 24 SECONDS WEST, 87.12 FEET; TO A POINT OF REVERSE CURVE; THENCE ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 137.50 FEET, HAVING A CHORD BEARING OF SOUTH 54 DEGREES 55 MINUTES 08 SECONDS WEST, 107.64 FEET; TO THE PLACE OF BEGINNING CONTAINING 0.440 ACRES, MORE OR LESS; ALL IN DUPAGE COUNTY, ILLINOIS .

**PARCEL F:
PROPOSED C-2 ZONING**

LOT 1 IN AUSTYN SIMUNJAK RESUBDIVISION RECORDED AS DOC. NO. R65-11514, BEING A RESUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 11 EAST, OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF IN DUPAGE COUNTY, ILLINOIS . CONTAINING 16,182 SQUARE FEET OR 0.371 ACRES, MORE OR LESS.

CITY OF ELMHURST

ORDINANCE NO. ZO-08-2010

**AN ORDINANCE GRANTING A CONDITIONAL USE
FOR A PARKING LOT
(ELMHURST MEMORIAL HEALTHCARE)**

WHEREAS, the City of Elmhurst has heretofore adopted an ordinance entitled the “Elmhurst Zoning Ordinance”; and

WHEREAS, Section 3.11 of the Elmhurst Zoning Ordinance sets forth the standards and procedures with respect to conditional uses; and

WHEREAS, Elmhurst Memorial Healthcare (“Applicant”) is the owner of certain property legally described on Exhibit “A,” attached hereto and made a part hereof, and commonly known as that property to be designated as Lot 2 of the proposed Preliminary Modified Plat of Subdivision of Elmhurst Memorial Healthcare York Street Campus and bounded generally by Harvard Street, York Street, Lexington Street and Kendall Avenue, Elmhurst, Illinois (“Subject Property”); and

WHEREAS, the Subject Property is located within the C-2 Community Shopping and Service Zoning District, the regulations of which allow off-site accessory parking lot as a conditional use; and

WHEREAS, the Applicant has submitted its application for a conditional use permit to allow the construction of an off-site accessory parking lot on the Subject Property; and

WHEREAS, on January 28 and February 11, 2010, the Zoning and Planning Commission conducted a public hearing at Elmhurst City Hall, 209 North York Street, Elmhurst, Illinois, in connection with the aforesaid application after notice of said hearing was duly given; and

**Copies To All
Elected Officials**

4-29-10

WHEREAS, March 17, 2010, the Zoning and Planning Commission rendered its decision on the aforesaid conditional use application, recommending that the same be granted; and

WHEREAS, on March 25 and April 12, 2010, the Development, Planning and Zoning Committee of the City Council recommended approval of the aforesaid conditional use; and

WHEREAS, all applicable requirements of Section 3.11 relating to the granting of conditional uses of the Elmhurst Zoning Ordinance have been met.

NOW, THEREFORE, 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. That the recitals contained in the preambles hereto are incorporated as part of this Ordinance.

Section 2. That the City Council finds, in connection with the conditional use for an off-site accessory parking lot that the detailed submittals provided and evidence submitted and adopted herein provide findings of fact:

A. That the establishment, maintenance, or operation of the conditional use will not be detrimental to, or endanger the public health, safety, morals, comfort or general welfare, such that the reconfigured Lot 2, to include the additional parcels, provides for the safe and orderly movement of traffic to and from Lot 2, consistent with approved and sound engineering practices, and including appropriate landscaping, lighting, and ingress/egress traffic modifications.

B. That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood, such that the inclusion of the additional parcels to the existing Lot 2, which had previously been approved for off-site accessory parking, for the benefit of Lot 1 (Healthcare Campus), provide a rational evolution for the expansion of the Healthcare Campus and is consistent with the City's Comprehensive Plan.

C. That the establishment of the conditional use will not impede the normal or ordinary development and improvement of the surrounding property for uses permitted in the district, such that the renewed conditional use for the newly configured Lot 2 is consistent with prior approvals and consistent with the City's Comprehensive Plan.

D. That adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided, including but not limited to fully engineered and approved on-site stormwater storage and limited traffic movement configuration for ingress/egress on Lexington to direct traffic to and from York Street, as much as practicable.

E. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets, including but not limited to limited traffic movement configuration for ingress/egress on Lexington to direct traffic to and from York Street, as much as practicable.

F. That the proposed conditional use is not contrary to the objectives of the current Comprehensive Plan for the City of Elmhurst, and, in fact, is consistent with the current Comprehensive Plan of the City.

G. That the conditional use shall, in all respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the Commission, and the proposed conditional use meets and conforms to those requirements.

Section 3. That a conditional use permit is hereby granted to Elmhurst Memorial Healthcare for the purpose of constructing a parking lot on the Subject Property, subject to the condition that such conditional use be constructed, installed and maintained in accordance with the evidence submitted to the Zoning and Planning Commission and the Commission's recommendation thereon.

Section 4. That the City Clerk is directed to transmit a copy of this Ordinance to Darrell Whistler, Chairman, Zoning and Planning Commission; Nathaniel J. Werner, Planning and Zoning Administrator; and Scott Day, Esq., Day & Robert, P.C., 300 East Fifth Avenue, Suite 365, Naperville, Illinois 60563.

Section 5. That all ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of the conflict.

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

ADOPTED this ____ day of _____, 2010, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2010.

Peter P. DiCianni III, Mayor of the City of
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this ____ day of _____, 2010.

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

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance granting a conditional use for Lot 2 of the Elmhurst Memorial Healthcare York Street Campus Plan for an off-site accessory parking lot to provide parking for the Elmhurst Memorial Healthcare York Street Campus

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

This Ordinance grants a conditional use for Lot 2 of the Elmhurst Memorial Healthcare York Street Campus Plan for an off-site accessory parking lot to provide parking for the Elmhurst Memorial Healthcare York Street Campus.

**LEGAL DESCRIPTIONS
OF
CONDITIONAL USE AREA'S
PARKING – LOT 2**

DATE: April 28, 2010

LOT 2

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE, COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2 IN THE FINAL PLAT OF SUBDIVISION OF ELMHURST MEMORIAL HEALTHCARE YORK STREET CAMPUS PER PLAT THEREOF RECORDED AS DOCUMENT NUMBER R2008-080878; THENCE ALONG SAID LOT 2 FOR THE NEXT 3 COURSES; 1) SOUTH 16 DEGREES 15 MINUTES 04 SECONDS EAST, 391.20 FEET; 2) NORTH 88 DEGREES 34 MINUTES 37 SECONDS EAST, 278.88 FEET; 3) SOUTH 26 DEGREES 12 MINUTES 37 SECONDS EAST, 101.30 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 53 SECONDS WEST, 89.66 FEET TO THE NORTHEAST CORNER OF LOT 1 IN HARVARD STREET RESUBDIVISION PER THE PLAT THEREOF RECORDED AS DOC. NO. R64-29887; THENCE SOUTH 01 DEGREES 33 MINUTES 26 SECONDS EAST, 80.03 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE SOUTH 88 DEGREES 29 MINUTES 08 SECONDS WEST, 74.99 FEET TO THE NORTHEAST CORNER OF LOT 2 IN SAID RESUBDIVISION; THENCE SOUTH 01 DEGREES 33 MINUTES 26 SECONDS EAST, 138.15 FEET TO THE SOUTHEAST CORNER OF SAID LOT AND TO A NONTANGENT CURVE; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 137.50 FEET, HAVING A CHORD BEARING OF NORTH 54 DEGREES 55 MINUTES 08 SECONDS EAST, 107.64 FEET; TO A POINT OF REVERSE CURVE; THENCE ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 203.50 FEET, HAVING A CHORD BEARING OF NORTH 54 DEGREES 42 MINUTES 57 SECONDS EAST, 157.86 FEET; TO A POINT OF TANGENT; THENCE NORTH 76 DEGREES 56 MINUTES 22 SECONDS EAST, 10.87 FEET; THENCE NORTH 34 DEGREES 36 MINUTES 18 SECONDS EAST, 40.58 FEET; THENCE NORTH 12 DEGREES 44 MINUTES 11 SECONDS WEST, 150.00 FEET; THENCE NORTH 07 DEGREES 01 MINUTES 33 SECONDS WEST, 120.60 FEET; THENCE NORTH 12 DEGREES 40 MINUTES 11 SECONDS WEST, 188.50 FEET TO THE WEST LINE OF YORK STREET AND A NONTANGENT CURVE; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 12108.39 FEET, HAVING A CHORD BEARING OF NORTH 15 DEGREES 23 MINUTES 13 SECONDS WEST, 115.40 FEET; THENCE NORTH 60 DEGREES 58 MINUTES 43 SECONDS WEST, 70.40 FEET TO THE SOUTH LINE OF LEXINGTON STREET; THENCE SOUTH 73 DEGREES 46 MINUTES 18 SECONDS WEST, 352.18 FEET TO THE PLACE OF BEGINNING CONTAINING 4.756 ACRES, MORE OR LESS; ALL IN DUPAGE COUNTY, ILLINOIS.

R-22-2010

**A RESOLUTION APPROVING THE PRELIMINARY
MODIFIED PLAT OF SUBDIVISION FOR THE
ELMHURST MEMORIAL HEALTHCARE YORK STREET CAMPUS
(ELMHURST MEMORIAL HEALTHCARE)**

WHEREAS, the City Council has heretofore adopted an ordinance entitled "The Elmhurst Subdivision Ordinance" ("Subdivision Ordinance"); and

WHEREAS, Elmhurst Memorial Healthcare, Lillian G. Coran, as Trustee under the Coran Living Trust dated April 28, 1993 and Shirley J. Bublitz, as Trustee under the Shirley J. Bublitz Living Trust dated April 17, 1996 (collectively, the "Applicant") are the legal owners of certain property legally described on Exhibit "A," attached hereto and made a part hereof, commonly known as that property bounded generally by York Street on the east, Brush Hill Road on the south, Euclid Avenue on the west and part of Lexington Street on the north and excepting those areas not otherwise incorporated; and

WHEREAS, the Applicant has applied for a preliminary modified plat approval of a plat of subdivision (the "Preliminary Modified Plat of Subdivision for the Elmhurst Memorial Healthcare York Street Campus") for the Subject Property; and

WHEREAS, on January 28 and February 11, 2010, the Zoning and Planning Commission conducted public meetings regarding the Applicant's request; and

WHEREAS, on March 17, 2010, the Zoning and Planning Commission issued its decision recommending that the proposed Preliminary Modified Plat of Subdivision for the Elmhurst Memorial Healthcare York Street Campus be approved; and

WHEREAS, on April 12, 2010, the Development, Planning and Zoning Committee of the City Council issued its report recommending that the proposed Preliminary Modified Plat of Subdivision for the Elmhurst Memorial Healthcare York Street Campus be approved; and

Copies To All
Elected Officials
4-29-10

WHEREAS, subject to the passage and approval of an ordinance entitled "An Ordinance Approving and Authorizing the Execution of the Second Amendment to the Annexation Agreement Between the City of Elmhurst, Elmhurst Memorial Healthcare, Perrone and Poole, for property located at Harvard Street and Kirk Street in Elmhurst, Illinois" and an ordinance entitled "An Ordinance Annexing Certain Property to the City of Elmhurst, DuPage and Cook Counties, Illinois (Elmhurst Memorial Healthcare)," all applicable requirements relating to the approval of the proposed Preliminary Modified Plat of Subdivision for the Elmhurst Memorial Healthcare York Street Campus have been met.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of Elmhurst, DuPage and Cook Counties, Illinois, that the recitals in the preamble hereto are a material part hereof and are hereby incorporated as part of this Resolution.

BE IT FURTHER RESOLVED that the proposed Preliminary Modified Plat of Subdivision for the Elmhurst Memorial Healthcare York Street Campus, a copy of which is attached hereto as Exhibit "B," is hereby approved.

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

ADOPTED this ____ day of _____, 2010, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2010.

Peter P. DiCianni III, Mayor of the City of
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this ____ day of _____, 2010.

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

COUNCIL ACTION SUMMARY

SUBJECT: Resolution approving the Preliminary Modified Plat of Subdivision for the Elmhurst Memorial Healthcare York Street Campus

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

This Resolution approves the Preliminary Modified Plat of Subdivision for the Elmhurst Memorial Healthcare York Street Campus.

EXHIBIT "A"

LEGAL DESCRIPTION

**LEGAL DESCRIPTION
OF
PRELIMINARY/FINAL MODIFIED PLAT OF SUBDIVISION
PARCELS**

DATE: April 27, 2010

PARCEL 1

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 63 IN FREDERICK H. BARTLETT'S COUNTRY FARM ESTATES, PER THE PLAT THEREOF RECORDED JULY 18, 1938 AS DOCUMENT 391457, IN DUPAGE COUNTY, ILLINOIS; THENCE SOUTH 89 DEGREES 55 MINUTES 34 SECONDS EAST, ALONG THE NORTH LINE OF BRUSH HILL ROAD, 1152.28 FEET TO A NONTANGENT CURVE; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 142.00 FEET, HAVING A CHORD BEARING OF NORTH 40 DEGREES 58 MINUTES 14 SECONDS EAST, 103.00 FEET; TO A POINT OF TANGENT; THENCE NORTH 20 DEGREES 11 MINUTES 27 SECONDS EAST, 199.96 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 312.50 FEET, HAVING A CHORD BEARING OF NORTH 48 DEGREES 46 MINUTES 16 SECONDS EAST, 311.77 FEET; TO A POINT OF TANGENT; THENCE NORTH 77 DEGREES 21 MINUTES 04 SECONDS EAST, 186.60 FEET TO THE WEST LINE OF YORK STREET; THENCE CONTINUING ALONG SAID WEST LINE FOR THE NEXT 5 COURSES; 1) NORTH 01 DEGREES 49 MINUTES 14 SECONDS WEST, 122.90 FEET; 2) NORTH 12 DEGREES 49 MINUTES 05 SECONDS WEST, 521.68 FEET; 3) NORTH 02 DEGREES 00 MINUTES 14 SECONDS WEST, 136.85 FEET; 4) NORTH 13 DEGREES 13 MINUTES 51 SECONDS WEST, 55.72 FEET; 5) NORTH 46 DEGREES 45 MINUTES 47 SECONDS WEST, 16.22 FEET; THENCE NORTH 07 DEGREES 01 MINUTES 33 SECONDS WEST, 91.19 FEET; THENCE NORTH 12 DEGREES 44 MINUTES 11 SECONDS WEST, 40.95 FEET; THENCE NORTH 60 DEGREES 22 MINUTES 27 SECONDS WEST, 16.24 FEET TO THE WEST LINE OF YORK STREET; THENCE CONTINUING ALONG SAID WEST LINE FOR THE NEXT 4 COURSES; 1) NORTH 12 DEGREES 44 MINUTES 11 SECONDS WEST, 89.28 FEET; 2) NORTH 08 DEGREES 09 MINUTES 45 SECONDS WEST, 150.48 FEET; 3) NORTH 12 DEGREES 41 MINUTES 54 SECONDS WEST, 329.21 FEET TO A NONTANGENT CURVE; 4) ALONG THE ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 12108.39 FEET, HAVING A CHORD BEARING OF NORTH 15 DEGREES 23 MINUTES 13 SECONDS WEST, 115.40 FEET; THENCE NORTH 60 DEGREES 58 MINUTES 43 SECONDS WEST, 70.40 FEET TO THE SOUTH LINE OF LEXINGTON STREET; THENCE SOUTH 73 DEGREES 46 MINUTES 18 SECONDS WEST, 352.18 TO THE SOUTHEAST CORNER OF KENDALL AVENUE AND LEXINGTON STREET AND THE NORTHWEST CORNER OF LOT 2 IN THE FINAL PLAT OF SUBDIVISION OF ELMHURST MEMORIAL HEALTHCARE YORK STREET CAMPUS PER PLAT THEREOF RECORDED AS DOCUMENT NUMBER R2008-080878; THENCE ALONG SAID LOT 2 FOR THE NEXT 3 COURSES; 1) SOUTH 16 DEGREES 15 MINUTES 04 SECONDS EAST, 391.20 FEET; 2) NORTH 88 DEGREES 34 MINUTES 37 SECONDS

EAST, 278.88 FEET; 3) SOUTH 26 DEGREES 12 MINUTES 37 SECONDS EAST, 101.30 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 53 SECONDS WEST, 89.66 FEET TO THE NORTHEAST CORNER OF LOT 1 IN HARVARD STREET RESUBDIVISION PER THE PLAT THEREOF RECORDED AS DOC. NO. R64-29887; THENCE SOUTH 01 DEGREES 33 MINUTES 26 SECONDS EAST, 80.03 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE SOUTH 88 DEGREES 29 MINUTES 08 SECONDS WEST, 74.99 FEET TO THE NORTHEAST CORNER OF LOT 2 IN SAID RESUBDIVISION; THENCE SOUTH 01 DEGREES 33 MINUTES 26 SECONDS EAST, 138.15 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE NORTH 88 DEGREES 28 MINUTES 41 SECONDS EAST ALONG THE NORTH LINE OF HARVARD STREET, 125.80 FEET TO A NONTANGENT CURVE; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 203.50 FEET, HAVING A CHORD BEARING OF SOUTH 58 DEGREES 40 MINUTES 29 SECONDS WEST, 132.63 FEET; TO A POINT OF TANGENT; THENCE SOUTH 77 DEGREES 20 MINUTES 44 SECONDS WEST, 6.43 FEET TO THE SOUTH LINE OF HARVARD STREET; THENCE SOUTH 88 DEGREES 28 MINUTES 41 SECONDS WEST, 284.63 FEET TO THE NORTHEAST CORNER OF LOT 139 IN FRED H. BARTLETT'S COUNTRY FARM ESTATES FIRST ADDITION PER THE PLAT THEREOF RECORDED AS DOC. NO. 395760; THENCE SOUTH 01 DEGREES 31 MINUTES 43 SECONDS EAST, 305.70 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE SOUTH 88 DEGREES 29 MINUTES 14 SECONDS WEST, 90.00 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF LOT 140 IN SAID SUBDIVISION; THENCE NORTH 01 DEGREES 31 MINUTES 43 SECONDS WEST, 305.69 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF LOT 140 IN SAID SUBDIVISION; THENCE SOUTH 88 DEGREES 28 MINUTES 41 SECONDS WEST, 720.54 FEET TO THE NORTHEAST CORNER OF LOT 37 IN SAID FREDERICK H. BARTLETT'S COUNTRY FARM ESTATES; THENCE SOUTH 01 DEGREES 30 MINUTES 14 SECONDS EAST, 302.76 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE SOUTH 88 DEGREES 29 MINUTES 13 SECONDS WEST, 59.92 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH 01 DEGREES 29 MINUTES 53 SECONDS WEST, 302.75 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE SOUTH 88 DEGREES 28 MINUTES 41 SECONDS WEST, 248.55 FEET TO THE SOUTHEAST CORNER OF EUCLID AVENUE AND HARVARD STREET; THENCE SOUTH 01 DEGREES 28 MINUTES 29 SECONDS EAST, 991.60 FEET TO THE NORTHWEST CORNER OF LOT 62 IN SAID FREDERICK H. BARTLETT'S COUNTRY FARM ESTATES; THENCE SOUTH 89 DEGREES 54 MINUTES 45 SECONDS EAST, 120.03 FEET TO THE NORTHEAST CORNER OF SAID LOT 63; THENCE SOUTH 01 DEGREES 29 MINUTES 05 SECONDS EAST, 300.06 FEET TO THE PLACE OF BEGINNING CONTAINING 53.508 ACRES, MORE OR LESS; ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

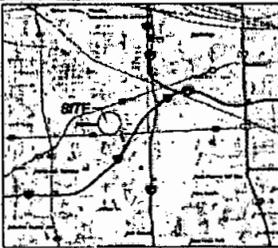
BEGINNING AT THE SOUTHEAST CORNER OF EUCLID AVENUE AND LEXINGTON STREET; THENCE NORTH 73 DEGREES 46 MINUTES 18 SECONDS EAST, 384.11 FEET TO THE NORTHWEST CORNER OF LOT 25 IN FRED H. BARTLETT'S COUNTRY FARM ESTATES PER THE PLAT THEREOF RECORDED AS DOC. NO. 391457; THENCE SOUTH 16 DEGREES 13 MINUTES 52 SECONDS EAST, 300.15 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH 73 DEGREES 45 MINUTES 54 SECONDS EAST, 90.01 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF LOT 26 IN SAID SUBDIVISION; THENCE NORTH 16 DEGREES 13 MINUTES 55 SECONDS WEST, 300.14 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID LOT; THENCE NORTH 73 DEGREES 46 MINUTES 18 SECONDS EAST, 154.00 FEET TO THE SOUTHWEST CORNER OF KIRK AVENUE AND LEXINGTON STREET; THENCE SOUTH 01 DEGREES 31 MINUTES 43 SECONDS EAST, 549.10 FEET TO THE NORTHWEST CORNER OF HARVARD STREET AND KIRK AVENUE; THENCE SOUTH 88 DEGREES 28 MINUTES 41 SECONDS WEST, 607.93 FEET TO THE NORTHEAST CORNER OF HARVARD STREET AND EUCLID AVENUE; THENCE NORTH 01 DEGREES 28 MINUTES 29 SECONDS WEST, 389.64 FEET TO THE PLACE OF BEGINNING CONTAINING 5.93 ACRES, MORE OR LESS; ALL IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT "B"

**PRELIMINARY MODIFIED PLAT OF SUBDIVISION FOR THE
ELMHURST MEMORIAL HEALTHCARE YORK STREET CAMPUS**

PRELIMINARY/FINAL MODIFIED PLAT OF SUBDIVISION OF ELMHURST MEMORIAL HEALTHCARE YORK STREET CAMPUS ELMHURST, ILLINOIS

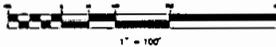
PART OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE
11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.



VICINITY MAP
NOT TO SCALE



GRAPHIC SCALE



LEGEND

SYMBOL	DESCRIPTION
(Symbol)	Lot boundary
(Symbol)	Property line
(Symbol)	Right-of-way line
(Symbol)	Proposed lot line
(Symbol)	Proposed easement
(Symbol)	Proposed utility easement
(Symbol)	Proposed parking area
(Symbol)	Proposed building footprint
(Symbol)	Proposed driveway
(Symbol)	Proposed sidewalk
(Symbol)	Proposed street
(Symbol)	Proposed utility easement
(Symbol)	Proposed parking area
(Symbol)	Proposed building footprint
(Symbol)	Proposed driveway
(Symbol)	Proposed sidewalk
(Symbol)	Proposed street

ABBREVIATIONS

SYMBOL	DESCRIPTION
(Symbol)	Lot boundary
(Symbol)	Property line
(Symbol)	Right-of-way line
(Symbol)	Proposed lot line
(Symbol)	Proposed easement
(Symbol)	Proposed utility easement
(Symbol)	Proposed parking area
(Symbol)	Proposed building footprint
(Symbol)	Proposed driveway
(Symbol)	Proposed sidewalk
(Symbol)	Proposed street

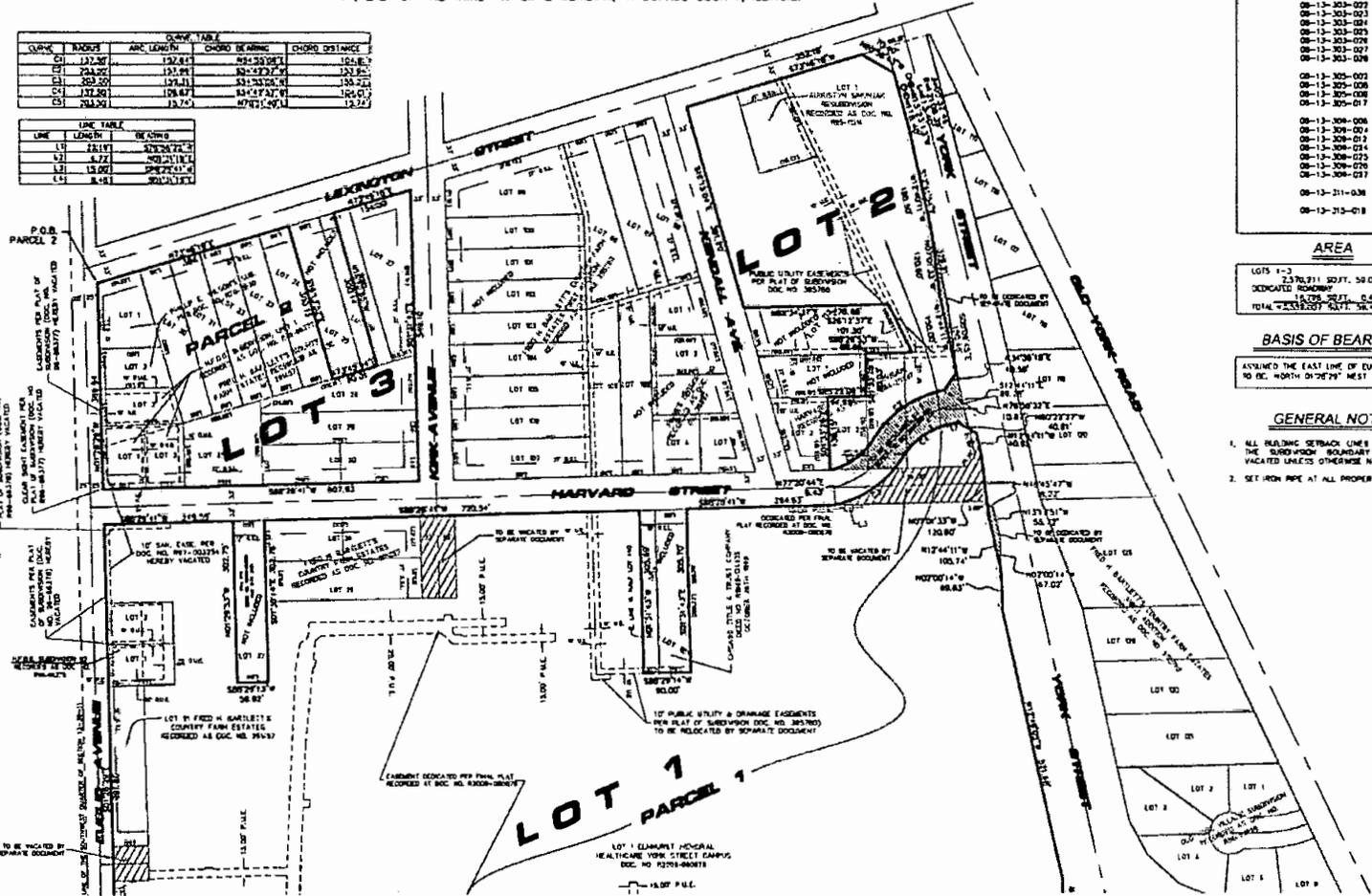
PREPARED BY MAIL TO
CHARLES VAN SLYKE
CITY OF ELMHURST
209 N. YORK ST.
ELMHURST, IL 60126

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	137.30'	152.81'	S81°50'28"W	105.62'
C2	294.50'	131.89'	S85°12'27"W	123.85'
C3	353.50'	129.11'	S31°53'22"E	108.22'
C4	172.80'	108.87'	S4°17'47"W	104.01'
C5	293.50'	73.25'	N79°15'45"E	12.32'

LINE TABLE

LINE	LENGTH	BEARING
L1	78.13'	S76°22'22"E
L2	8.72'	N79°21'18"E
L3	13.00'	S76°27'41"W
L4	8.58'	S20°12'13"E



PERMANENT INDEX NUMBERS

08-13-303-002
08-13-303-003
08-13-303-004
08-13-303-005
08-13-303-006
08-13-303-007
08-13-303-008
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AREA

LOTS 1-3
2,576,311 SQ. FT. 59.004 ACRES
DEDICATED ROADWAY
14,728 SQ. FT. 0.482 ACRES
TOTAL 2,591,039 SQ. FT. 59.486 ACRES

BASIS OF BEARINGS

ASSUMED THE EAST LINE OF ENGLIS AVENUE
TO BE NORTH 0° 00' 00" WEST

GENERAL NOTES

- ALL BUILDING SETBACK LINES FALLING INSIDE THE SUBDIVISION BOUNDARY ARE HEREBY VACATED UNLESS OTHERWISE NOTED.
- SET IRON PIPES AT ALL PROPERTY CORNERS.

	Engineers Scientists Surveyors	7325 James Avenue, Suite 100 Woodridge, IL 60517 630.724.0200 voice 630.724.0364 fax v3co.com	PREPARED FOR ELMHURST MEMORIAL HEALTHCARE 1200 S. YORK STREET ELMHURST, IL 60126 630.833.1400	<table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>REVISION</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>11/20/09</td> <td>ISSUED FOR PERMIT</td> <td>PRELIMINARY/FINAL MODIFIED PLAT OF SUBDIVISION</td> </tr> <tr> <td>2</td> <td>11/20/09</td> <td>REVISION</td> <td>ADJUSTED PER PLANIMETER</td> </tr> <tr> <td>3</td> <td>11/20/09</td> <td>REVISION</td> <td>ADJUSTED PER PLANIMETER</td> </tr> <tr> <td>4</td> <td>11/20/09</td> <td>REVISION</td> <td>ADJUSTED PER PLANIMETER</td> </tr> <tr> <td>5</td> <td>11/20/09</td> <td>REVISION</td> <td>ADJUSTED PER PLANIMETER</td> </tr> </table>	NO.	DATE	REVISION	DESCRIPTION	1	11/20/09	ISSUED FOR PERMIT	PRELIMINARY/FINAL MODIFIED PLAT OF SUBDIVISION	2	11/20/09	REVISION	ADJUSTED PER PLANIMETER	3	11/20/09	REVISION	ADJUSTED PER PLANIMETER	4	11/20/09	REVISION	ADJUSTED PER PLANIMETER	5	11/20/09	REVISION	ADJUSTED PER PLANIMETER	PRELIMINARY/FINAL MODIFIED PLAT OF SUBDIVISION ELMHURST MEMORIAL HEALTHCARE YORK STREET CAMPUS - ELMHURST, ILLINOIS DRAWING COMPLETED: 11/20/09 DRAWN BY: ACS PROJECT MANAGER: ACS FIELD WORK COMPLETED: 4/4 CHECKED BY: ACS SCALE: 1" = 100'	Project No: 02018.DM1 Group No: VP04.1 SHEET NO: 1 of 5
	NO.	DATE	REVISION	DESCRIPTION																										
1	11/20/09	ISSUED FOR PERMIT	PRELIMINARY/FINAL MODIFIED PLAT OF SUBDIVISION																											
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**PRELIMINARY/FINAL MODIFIED PLAT OF SUBDIVISION
OF
ELMHURST MEMORIAL HEALTHCARE
YORK STREET CAMPUS
ELMHURST, ILLINOIS**

PART OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE
11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.



VICINITY MAP
NOT TO SCALE



GRAPHIC SCALE

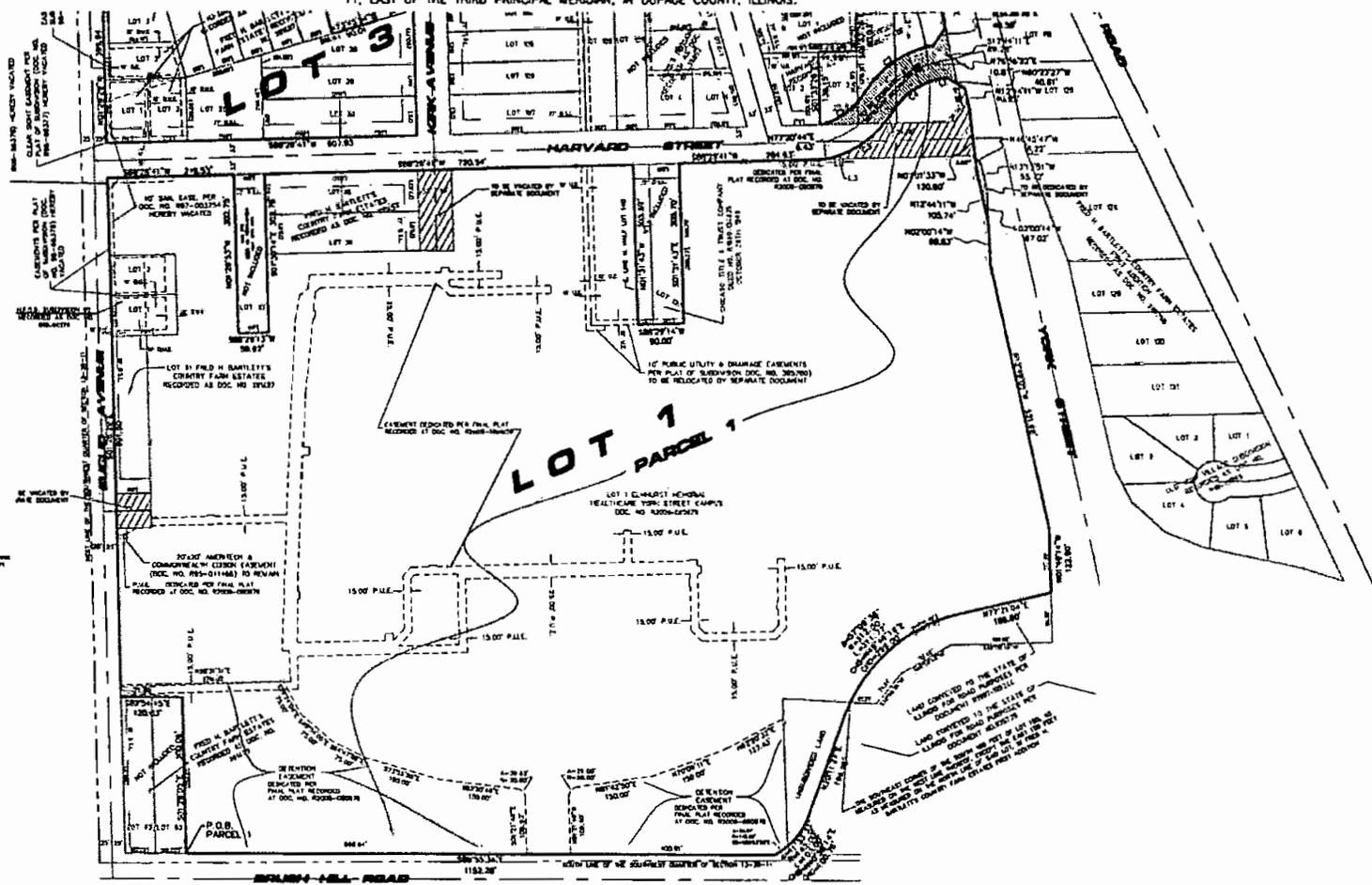


LEGEND

- | | |
|--|-----------------|
| | Survey Boundary |
| | Easement |
| | Right of Way |
| | Street |
| | Utility |
| | Other |

ABBREVIATIONS

- | | |
|--|-----------------|
| | Survey Boundary |
| | Easement |
| | Right of Way |
| | Street |
| | Utility |
| | Other |



**Engineers
Scientists
Surveyors**

7325 James Avenue, Suite 100
Woodridge, IL 60517
630.724.2020 voice
630.724.0304 fax
v3coo.com

ELMHURST MEMORIAL HEALTHCARE
1200 S. YORK STREET
ELMHURST, IL 60126
630.833.1400

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1	11/23/05	PRELIMINARY PLAT	1	11/23/05	PRELIMINARY PLAT
2	12/22/05	REVISION FOR ATTORNEY'S COMMENTS	2	12/22/05	REVISION FOR ATTORNEY'S COMMENTS
3	1/23/06	REVISION FOR CITY COMMENTS	3	1/23/06	REVISION FOR CITY COMMENTS
4	2/22/06	REVISION FOR CITY COMMENTS	4	2/22/06	REVISION FOR CITY COMMENTS
5	2/22/06	REVISION FOR ATTORNEY'S COMMENTS	5	2/22/06	REVISION FOR ATTORNEY'S COMMENTS
6	2/22/06	REVISION FOR CITY COMMENTS	6	2/22/06	REVISION FOR CITY COMMENTS

PRELIMINARY/FINAL MODIFIED PLAT OF SUBDIVISION
**ELMHURST MEMORIAL HEALTHCARE
YORK STREET CAMPUS - ELMHURST, ILLINOIS**

DRAFTING COMPLETED: 11/30/05
FIELD WORK COMPLETED: 5/4

DRAWN BY: ACS
CHECKED BY: AJS

PROJECT MANAGER: AJS
SCALE: 1" = 100'

Project No: 020-3-EMH13
Group No: W04-1
SHEET NO.
2 of 5

**PRELIMINARY/FINAL MODIFIED PLAT OF SUBDIVISION
OF
ELMHURST MEMORIAL HEALTHCARE YORK STREET CAMPUS
ELMHURST, ILLINOIS**

VACATION AND RELEASE CERTIFICATES

COMMONWEALTH EDISON COMPANY

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

THE VACATION AND RELEASE OF ALL OF THE UNDERSIGNED'S RIGHTS IN AND TO THE PUBLIC UTILITY EASEMENT SHOWN HEREON AS "HEREBY VACATED", IS APPROVED AND ACCEPTED

THIS _____ DAY OF _____, A.D. 20____

COMMONWEALTH EDISON COMPANY

BY: _____

TITLE: _____

NIGOR GAS COMPANY

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

THE VACATION AND RELEASE OF ALL OF THE UNDERSIGNED'S RIGHTS IN AND TO THE PUBLIC UTILITY EASEMENT SHOWN HEREON AS "HEREBY VACATED", IS APPROVED AND ACCEPTED

THIS _____ DAY OF _____, A.D. 20____

NIGOR GAS COMPANY

BY: _____

TITLE: _____

COMCAST CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

THE VACATION AND RELEASE OF ALL OF THE UNDERSIGNED'S RIGHTS IN AND TO THE PUBLIC UTILITY EASEMENT SHOWN HEREON AS "HEREBY VACATED", IS APPROVED AND ACCEPTED

THIS _____ DAY OF _____, A.D. 20____

COMCAST

BY: _____

TITLE: _____

**ILLINOIS BELL TELEPHONE COMPANY
DBA AT&T ILLINOIS**

STATE ILLINOIS)
COUNTY OF DU PAGE) SS

THE VACATION AND RELEASE OF ALL OF THE UNDERSIGNED'S RIGHTS IN AND TO THE PUBLIC UTILITY EASEMENT SHOWN HEREON AS "HEREBY VACATED", IS APPROVED AND ACCEPTED

THIS _____ DAY OF _____, A.D. 20____

ILLINOIS BELL TELEPHONE COMPANY DBA AT&T ILLINOIS, LLC

BY: _____

TITLE: _____

FLAGG CREEK WATER RECLAMATION DISTRICT

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

THE VACATION AND RELEASE OF ALL OF THE UNDERSIGNED'S RIGHTS IN AND TO THE PUBLIC UTILITY EASEMENT SHOWN HEREON AS "HEREBY VACATED", IS APPROVED AND ACCEPTED

THIS _____ DAY OF _____, A.D. 20____

FLAGG CREEK WATER RECLAMATION DISTRICT

BY: _____

TITLE: _____

CITY OF ELMHURST

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

THE VACATION AND RELEASE OF ALL OF THE UNDERSIGNED'S RIGHTS IN AND TO THE PUBLIC UTILITY EASEMENT SHOWN HEREON AS "HEREBY VACATED", IS APPROVED AND ACCEPTED

THIS _____ DAY OF _____, A.D. 20____

CITY OF ELMHURST

BY: _____

TITLE: _____



**Engineers
Scientists
Surveyors**

7325 Janes Avenue, Suite 100
Woodridge, IL 60517
630.724.9200 voice
630.724.0384 fax
v3co.com

PREPARED FOR:
ELMHURST MEMORIAL HEALTHCARE
1200 S. YORK STREET
ELMHURST, IL 60126
630.833.1400

		REVISIONS	
NO.	DATE	NO.	DATE
1.	07/09/2009		
2.	11/16/2009		
3.	12/21/2009		
4.	04/09/2010		
5.	04/27/2010		

**PRELIMINARY/FINAL MODIFIED PLAT OF SUBDIVISION
ELMHURST MEMORIAL HEALTHCARE**

DRAFTING COMPLETED: 11/30/09 DRAWN BY: ACS PROJECT MANAGER: AJS
FIELD WORK COMPLETED: N/A CHECKED BY: AJS SCALE: 1" = 100'

Project No: 02018.ELMH
Group No: VP04.1

SHEET NO.
4 of 5

PRELIMINARY/FINAL MODIFIED PLAT OF SUBDIVISION OF ELMHURST MEMORIAL HEALTHCARE YORK STREET CAMPUS ELMHURST, ILLINOIS

CITY COLLECTOR CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) 33

I, _____, COLLECTOR OF THE CITY OF ELMHURST, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY INSTALLMENTS THEREOF THAT HAVE BEEN APPOINTED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

DATED AT ELMHURST, ILLINOIS, THIS _____ DAY OF _____, A.D. 20____.

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) 33

APPROVED BY THE CITY OF ELMHURST PLAN COMMISSION THIS _____ DAY OF _____, A.D. 20____.

CITY COUNSEL CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) 33

APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ELMHURST, ILLINOIS THIS _____ DAY OF _____, A.D. 20____.

COUNTY RECORDER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) 33

THIS INSTRUMENT NO. _____ HAS BEEN FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____, A.D. 20____.

RECORDER OF DEEDS _____

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) 33

I, _____, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO UNPAID TAXES AGAINST ANY OF THE LAND INCLUDED IN THE AMENDED PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE AMENDED PLAT.

DIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT ELMHURST, ILLINOIS, THIS _____ DAY OF _____, A.D. 20____.

COUNTY CLERK _____

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) 33

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE LEGAL OWNER OF THE LAND DESCRIBED ON THE ATTACHED PLAT, AND HAS CAUSED THE SAME TO BE SURVEYED AND CORRECTIONED AND PLATTED AS SHOWN BY THE PLAT FOR THE USES AND PURPOSES AS PROVIDED THEREON AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STATUTE AND TITLE THEREON INDICATED.

DATED THIS _____ DAY OF _____, A.D. 20____.

OWNER _____

ADDRESS _____

NOTARY PUBLIC CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) 33

I HEREBY CERTIFY THAT THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE ARE KNOWN TO ME AS SUCH OWNERS.

DIVEN UNDER MY HAND AND NOTARIAL SEAL, THIS _____ DAY OF _____, A.D. 20____.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) 33

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS ON ANY PART AMENDED PLAT WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH BUILDING, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC SEALS OR DRAINS WHICH THE SUBSCRIBER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING AMENDED PLAT PROPERTY BECAUSE OF THE CONSTRUCTION OF THE _____.

DATED THIS _____ DAY OF _____, 20____.

OWNER _____ OWNER OR ATTORNEY _____

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) 33

I, _____, CITY ENGINEER OF THE CITY OF ELMHURST, ILLINOIS, DO HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE AMENDED PLAT AND THE PLAT SPECIFICATIONS THEREON MEET THE URBAN REQUIREMENTS OF SAID LEGAL AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.

DATED AT ELMHURST, DUPAGE, AND COOK COUNTIES, ILLINOIS, THIS _____ DAY OF _____, 20____.

CITY ENGINEER _____

SURVEYORS AUTHORIZATION CERTIFICATE

I, ANTHONY J. STROGLAND, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 33-3437, DO HEREBY AUTHORIZE THE CITY OF ELMHURST OR THEIR AGENT TO FILE WITH THE DUPAGE COUNTY RECORDER'S OFFICE THE FINAL PLAT OF REBUBBLED WHOLE AS ELMHURST MEMORIAL HEALTHCARE YORK STREET CAMPUS, BEING A REBUBBLING OF PART OF SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS.

ANTHONY J. STROGLAND, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 33-3437
43 COMPANIES OF ILLINOIS, LTD.

SCHOOL CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) 33

THE HONORABLE HOLDER OF RECORD TITLE, PER ACT 700-170, CH. 202, DOES HEREBY CERTIFY THAT SAID REBUBBLING LIES IN ELMHURST COMMUNITY UNIT SCHOOL DISTRICT NUMBER 700.

DETERMINATION OF EASEMENT AND COVENANT PROVISIONS

ALL EASEMENTS INDICATED AS DETENTION EASEMENTS ON THIS PLAT ARE RESERVED FOR AND GRANTED TO THE CITY OF ELMHURST AND THEIR SUCCESSORS AND ASSIGNS. NO EASEMENTS SHALL BE PLACED ON SAID EASEMENT BUT THE SAME SHALL BE USED FOR OTHER PURPOSES THAT DO NOT ADVERSELY AFFECT THE STORAGE, FLOW, OR REMOVAL OF STORM WATER. EACH OWNER OF SUBDIVIDED PARCELS SHALL BE EQUALLY RESPONSIBLE FOR MAINTAINING THE DETENTION EASEMENT AND SHALL NOT DEFEND OR INTERFERE WITH ANY OTHER PARTY HAVING FIRST RECEIVED PRIOR WRITTEN APPROVAL OF THE CITY OF ELMHURST, OR ANY OTHER LOCAL UNIT OF LOCAL GOVERNMENT HAVING JURISDICTION OVER DRAINAGE.

IN THE EVENT ANY OWNER OR SUBSEQUENT PURCHASER FAILS TO PROPERLY MAINTAIN THE WATER DETENTION AREA ESSENTIAL TO THE CITY OF ELMHURST, ILLINOIS OR ANY OTHER UNIT OF LOCAL GOVERNMENT HAVING JURISDICTION OVER DRAINAGE, SHALL UPON TEN (10) DAYS PRIOR OF WRITTEN NOTICE, REMOVE THE RIGHT TO PREPARE OR HAVE PERFORMED ON THE BEHALF, ANY NECESSARY WORK TO OR UPON THE WATER DETENTION AREA, REASONABLY NECESSARY TO OPEN, MAINTAIN, REPAIR, WATER STORAGE AND FLOW OF STORM WATER THROUGH THE DETENTION EASEMENT AREA.

IN THE EVENT THE CITY OF ELMHURST, ILLINOIS OR ANY OTHER UNIT OF LOCAL GOVERNMENT HAVING JURISDICTION OVER DRAINAGE, SHALL BE REQUIRED TO PREPARE OR HAVE PERFORMED ON ITS BEHALF, ANY MAINTENANCE WORK TO OR UPON THE WATER DETENTION AREA ESSENTIAL TO THE CITY OF ELMHURST, ILLINOIS OR ANY OTHER UNIT OF LOCAL GOVERNMENT HAVING JURISDICTION OVER DRAINAGE, THE COST THEREOF SHALL BE AN ADDITIONAL 5% OF THE PERCENT OF SUCH COST SHALL UPON RECEIPT OF A NOTICE OF WORK BEING DONE (BY) DAYS OF COMPLETION OF THE WORK COORDINATE A WORK AGREEMENT ALL LOTS CREATED BY THIS PLAT WHICH MAY BE FORFEITED BY ANY ACTION BROUGHT BY OR ON BEHALF OF THE CITY OF ELMHURST, ILLINOIS.

A BLANKET PUBLIC UTILITY EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO COMCAST, INC., COMCAST IN THE COUNTRYSIDE, NORTHERN ILLINOIS GAS COMPANY AND THE CITY OF ELMHURST, DUPAGE COUNTY, ILLINOIS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS WITHIN THE BOUNDS OF GROUNDS AS SHOWN BY DRAINED LINES ON THE PLAT AND THE BOUNDS OF WHICH ARE SHOWN ON THIS PLAT AND MARKED "UTILITY" TO INSTALL, LAID, MAINTAIN, REPAIR, OPERATE AND MAINTAIN UNDERGROUND CONDUITS AND CABLES, WIRES, AND WATER MAINS, WITH ALL NECESSARY MANHOLES, PIPES, ELECTRIC, WATER GAS AND WATER SERVICE, THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES TO INSTALL, LAID, MAINTAIN, REPAIR, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES, WIRES, AND WATER MAINS, AND OTHER EQUIPMENT, AND FINALLY, THE RIGHT TO NECESSARY TO CUT DOWN AND REMOVE OR TRIM AND KEEP TRIMMED ANY TREES, SHRUBS, OR MANICURE THAT INTERFERE, OR OBSTACLE TO THE WORK OF ANY OF THE SAID PUBLIC UTILITY EQUIPMENT. ALL INSTALLATIONS SHALL BE UNDERGROUND OR ON THE SURFACE, BUT NOT OVERHEAD, IF IT IS FURTHER UNDERGROUND THE ABOVE EASEMENTS SHALL BE NON-EXCLUSIVE.

NO PERMANENT BUILDINGS OR OTHER STRUCTURES ARE TO BE ERECTED OR MAINTAINED UPON SAID STRIPS OF LAND, BUT OWNERS OF LOTS IN THIS SUBDIVISION SHALL, TIME FROM TIME, BE SUBJECT TO THE RIGHTS OF THE PUBLIC UTILITIES AND TO THE RIGHTS OF THE OWNERS OF THE ADJOINING LOTS.

ANY DISTURBANCE THAT OCCURS TO THE WATER UNDERGROUND REQUIRED UNDER THE DUPAGE COUNTY COUNTRYSIDE STORMWATER AND FLOODPLAIN ORDINANCE AND DUPAGE COUNTY/CITY OF ELMHURST STORMWATER MANAGEMENT PLANS (07-16-000)/2700, SHALL BE RESTORED IN ACCORDANCE WITH THE REQUIREMENTS AND PLANS OF THE PLANS.

DETERMINATION OF EASEMENT AND COVENANT PROVISIONS

ALL EASEMENTS INDICATED AS DETENTION EASEMENTS ON THIS PLAT ARE RESERVED FOR AND GRANTED TO THE CITY OF ELMHURST AND THEIR SUCCESSORS AND ASSIGNS. NO EASEMENTS SHALL BE PLACED ON SAID EASEMENT BUT THE SAME SHALL BE USED FOR OTHER PURPOSES THAT DO NOT ADVERSELY AFFECT THE STORAGE, FLOW, OR REMOVAL OF STORM WATER. EACH OWNER OF SUBDIVIDED PARCELS SHALL BE EQUALLY RESPONSIBLE FOR MAINTAINING THE DETENTION EASEMENT AND SHALL NOT DEFEND OR INTERFERE WITH ANY OTHER PARTY HAVING FIRST RECEIVED PRIOR WRITTEN APPROVAL OF THE CITY OF ELMHURST, OR ANY OTHER LOCAL UNIT OF LOCAL GOVERNMENT HAVING JURISDICTION OVER DRAINAGE.

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SURVEYORS AUTHORIZATION CERTIFICATE

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ANTHONY J. STROGLAND, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 33-3437
43 COMPANIES OF ILLINOIS, LTD.

SCHOOL CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) 33

THE HONORABLE HOLDER OF RECORD TITLE, PER ACT 700-170, CH. 202, DOES HEREBY CERTIFY THAT SAID REBUBBLING LIES IN ELMHURST COMMUNITY UNIT SCHOOL DISTRICT NUMBER 700.

DETERMINATION OF EASEMENT AND COVENANT PROVISIONS

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SCHOOL CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) 33

THE HONORABLE HOLDER OF RECORD TITLE, PER ACT 700-170, CH. 202, DOES HEREBY CERTIFY THAT SAID REBUBBLING LIES IN ELMHURST COMMUNITY UNIT SCHOOL DISTRICT NUMBER 700.

DETERMINATION OF EASEMENT AND COVENANT PROVISIONS

ALL EASEMENTS INDICATED AS DETENTION EASEMENTS ON THIS PLAT ARE RESERVED FOR AND GRANTED TO THE CITY OF ELMHURST AND THEIR SUCCESSORS AND ASSIGNS. NO EASEMENTS SHALL BE PLACED ON SAID EASEMENT BUT THE SAME SHALL BE USED FOR OTHER PURPOSES THAT DO NOT ADVERSELY AFFECT THE STORAGE, FLOW, OR REMOVAL OF STORM WATER. EACH OWNER OF SUBDIVIDED PARCELS SHALL BE EQUALLY RESPONSIBLE FOR MAINTAINING THE DETENTION EASEMENT AND SHALL NOT DEFEND OR INTERFERE WITH ANY OTHER PARTY HAVING FIRST RECEIVED PRIOR WRITTEN APPROVAL OF THE CITY OF ELMHURST, OR ANY OTHER LOCAL UNIT OF LOCAL GOVERNMENT HAVING JURISDICTION OVER DRAINAGE.

IN THE EVENT ANY OWNER OR SUBSEQUENT PURCHASER FAILS TO PROPERLY MAINTAIN THE WATER DETENTION AREA ESSENTIAL TO THE CITY OF ELMHURST, ILLINOIS OR ANY OTHER UNIT OF LOCAL GOVERNMENT HAVING JURISDICTION OVER DRAINAGE, SHALL UPON TEN (10) DAYS PRIOR OF WRITTEN NOTICE, REMOVE THE RIGHT TO PREPARE OR HAVE PERFORMED ON THE BEHALF, ANY NECESSARY WORK TO OR UPON THE WATER DETENTION AREA, REASONABLY NECESSARY TO OPEN, MAINTAIN, REPAIR, WATER STORAGE AND FLOW OF STORM WATER THROUGH THE DETENTION EASEMENT AREA.

IN THE EVENT THE CITY OF ELMHURST, ILLINOIS OR ANY OTHER UNIT OF LOCAL GOVERNMENT HAVING JURISDICTION OVER DRAINAGE, SHALL BE REQUIRED TO PREPARE OR HAVE PERFORMED ON ITS BEHALF, ANY MAINTENANCE WORK TO OR UPON THE WATER DETENTION AREA ESSENTIAL TO THE CITY OF ELMHURST, ILLINOIS OR ANY OTHER UNIT OF LOCAL GOVERNMENT HAVING JURISDICTION OVER DRAINAGE, THE COST THEREOF SHALL BE AN ADDITIONAL 5% OF THE PERCENT OF SUCH COST SHALL UPON RECEIPT OF A NOTICE OF WORK BEING DONE (BY) DAYS OF COMPLETION OF THE WORK COORDINATE A WORK AGREEMENT ALL LOTS CREATED BY THIS PLAT WHICH MAY BE FORFEITED BY ANY ACTION BROUGHT BY OR ON BEHALF OF THE CITY OF ELMHURST, ILLINOIS.

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**Engineers
Scientists
Surveyors**

7325 Janes Avenue, Suite 100
Woodridge, IL 60517
830.724.9200 voice
830.724.0364 fax
vcdco.com

DESIGNED FOR
ELMHURST MEMORIAL HEALTHCARE
1200 S. YORK STREET
ELMHURST, IL 60126
830.833.1400

NO.	DATE	DESCRIPTION	BY	DATE	REVISION
1	12/27/2024	ISSUED FOR ATTY/PLAT PREP			
2	12/27/2024	ISSUED FOR ATTY/PLAT PREP			
3	12/27/2024	ISSUED FOR ATTY/PLAT PREP			
4	12/27/2024	ISSUED FOR ATTY/PLAT PREP			
5	12/27/2024	ISSUED FOR ATTY/PLAT PREP			

PRELIMINARY/FINAL MODIFIED PLAT OF SUBDIVISION

**ELMHURST MEMORIAL HEALTHCARE
YORK STREET CAMPUS - ELMHURST, ILLINOIS**

DATE TWO COMPLETED: 12/27/24 | SHEET NO. 522 | PROJECT NUMBER: 24-000000
FIELD WORK COMPLETED: 1/27/25 | CHECKED BY: [] | SCALE: 1" = 100'

Project No: VP04.1
Group No: 5 of 5