

**AGENDA  
OF BUSINESS TO BE BROUGHT BEFORE THE MEETING  
OF THE CITY COUNCIL OF ELMHURST, ILLINOIS, 209 NORTH YORK  
MONDAY, MARCH 7, 2011  
7:30 P.M.**

- 1. Executive Session 6:45 p.m. – Collective Bargaining, Land Acquisition/Disposition of Real Property, and Pending Litigation (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 Tuesday, February 22, 2011 (City Clerk Spencer): Approve as published
  - b. Accounts Payable – February 28, 2011 Total \$ 5,102,918.39
  - c. Report – Disposition of Yield Sign Request Saylor Avenue and Wilson Street (PA&S)
  - d. Report – Community Bank of Elmhurst 4 on the 4<sup>th</sup> – 2011 Run (PA&S)
  - e. Report – Timothy Christian School Butterfield Road and Prospect Avenues (PA&S)
  - f. Report – Case # 10P-15/McKenna Townhomes Conditional Use and Associated Variations (DP&Z)
  - g. O-06-2011 – An Ordinance Authorizing the Sale By Auction of Personal Property Owned By the City of Elmhurst
  - h. O-07-2011 – An Ordinance Authorizing the Purchase of Automated Meter Reading Units for Water Meters Within the City of Elmhurst
  - i. O-08-2011 – An Ordinance Approving and Authorizing the Execution of Amendment No. 2 to the Professional Design Engineering Services Agreement for the Anaerobic Digester at the Wastewater Treatment Plant By and Between Baxter & Woodman, Inc. and the City of Elmhurst, Illinois
  - j. R-08-2011 – A Resolution Approving and Authorizing the Execution of a Well Abandonment Agreement By and Between Arcadis, U.S., Inc. and the City of Elmhurst
  - k. R-09-2011 – A Resolution Approving and Authorizing the Execution of a Highway Authority Agreement By and Between B.P. Products North America, LLC and the City of Elmhurst
  - l. R-10-2011 – A Resolution Approving and Authorizing the Execution of an Environmental Land Use Control By the City of Elmhurst
  - m. R-11-2011 – A Resolution Approving and Authorizing the Execution of a Development Agreement By and Between 538 Elmhurst, LLC and the City of Elmhurst, Cook and DuPage Counties, Illinois
- 6. Reports and Recommendations of Appointed and Elected Officials**
  - a. Updates (Mayor DiCianni)
  - b. Status of Progress on Stormwater Comprehensive Plan (City Manager Borchert)
- 7. Other Business**
- 8. Announcements**
- 9. 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 TUESDAY, MARCH 22, 2011  
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 TUESDAY, FEBRUARY 22, 2011  
209 NORTH YORK STREET  
ELMHURST, ILLINOIS**

**CALL TO ORDER/ROLL CALL**

Attendance: 18

1. The Regular Meeting of the Elmhurst City Council was called to order by Mayor DiCianni at 7:35 p.m.

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

Absent: Norman Leader

Also in Attendance: City Attorney Storino, City Manager Borchert, Fire Chief/Assistant City Manager Kopp, Public Works Director Hughes, Police Chief Neubauer

**PLEDGE OF ALLEGIANCE**

2. John Senese of Bryan Middle School, Boy Scout Troop 17 led the City Council in the Pledge of Allegiance.

**UNION PACIFIC RAILROAD SAFETY IMPROVEMENTS AT ELMHURST METRA STATION – DIRECTOR OF PUBLIC AFFAIRS WESLEY LUJAN AND SR. REPRESENTATIVE OF COMMUNITY AFFAIRS DEMETRI SKOUFIS**

3. Union Pacific Railroad Director of Public Affairs, Mr. Wesley Lujan and Representative of Community Affairs, Mr. Demetri Skoufis presented a short video regarding safety enhancements to Elmhurst train crossings. They referenced Safety & Service and announced the new warning system will be in place in March 2011. Mr. Lujan and Mr. Skoufis thanked Commander Kveton for his help.

Mayor DiCianni asked the Union Pacific Railroad representatives for an update on the \$2.5 million grant for the City of Elmhurst from Metra.

Mr. Skoufis stated the details will be worked out before City Manager Borchert retires. Both Mr. Skoufis and Mr. Lujan thanked Mr. Borchert for nine (9) years of a good working relationship.

**RECEIPT OF WRITTEN COMMUNICATIONS AND PETITIONS FROM THE PUBLIC**

4. None.

**PUBLIC FORUM**

5. Bob Hoel  
401 E. Niagara  
Elmhurst, IL 60126

Mr. Hoel informed the community that the Bicycle Task Force filed an application to declare Elmhurst a Bicycle Friendly Community. He stated he wanted to inform the community that two items lacking in the community, a Comprehensive Bicycle Plan and Bicycle Parking Ordinance are both being reviewed.

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

Spoke regarding the committee report and resolution that are on tonight's agenda regarding hiring a consultant for the Stormwater Comprehensive plan, stating that it is a worthwhile investment. He urged the City Council to vote for it and do it - do not table the items.

Kathleen Sullivan  
133 Pine St.  
Elmhurst, IL 60126

Spoke in support of the Burke contract and urged the Council to vote for it.

**CONSENT AGENDA**

6. The following items on the Consent Agenda were presented:
  - a. MINUTES OF THE REGULAR MEETING HELD ON MONDAY, FEBRUARY 7, 2011 (City Clerk Spencer): Approve as published
  - b. MINUTES OF THE EXECUTIVE SESSION HELD ON MONDAY, FEBRUARY 7, 2011 (City Clerk Spencer): Receive and place on file.
  - c. ACCOUNTS PAYABLE – FEBRUARY 22, 2011 TOTAL \$ 872,093.69
  - d. VEHICLE STICKER DISCOUNT FOR THE DISABLED (Mayor DiCianni): Refer to the Finance, Council Affairs and Administrative Services Committee

February 16, 2011

To: Members of the City Council  
Re: Vehicle Sticker Discount for the Disabled – Mayor DiCianni

It is respectfully requested that the attached letter regarding offering a vehicle sticker discount for the disabled be referred to the Finance, Council Affairs and Administrative Services Committee for review and report back to the City Council with recommendations.

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

- e. DUPAGE MAYORS & MANAGERS CONFERENCE 2011 LEGISLATIVE ACTION PROGRAM (City Manager Borchert): Refer to the Finance, Council Affairs and Administrative Services Committee

February 16, 2011

To: Mayor DiCianni and Members of the City Council  
Re: DuPage Mayors and Managers Conference 2011 Legislative Action Program

It is respectfully requested that the 2011 DuPage Mayors and Managers Conference 2011 Legislative Action Program be referred to the Finance, Council Affairs and Administrative Services Committee for their review, evaluation and subsequent recommendation to City Council.

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

- f. REPORT – WASTEWATER TREATMENT FACILITY MAIN DIGESTER AND PROCESS BUILDING BOILERS The following report of the Public Works and Buildings Committee was presented for passage:

February 14, 2011

To: Mayor DiCianni and Members of the City Council  
Re: Wastewater Treatment Plant Main Digester and Process Building Boilers

On Monday, February 14, 2011 the Public Works and Buildings Committee met to discuss the design/build project of Baxter & Woodman Consulting Engineers for the City of Elmhurst Wastewater Treatment Facility Main Digester and Process Building Boilers.

The City is currently under contract with Baxter Woodman Engineering for engineering services to design a new 500,000 gallon anaerobic digester for the Wastewater Treatment Plant (WWTP). (See attached Public Works and Buildings Committee report.) The existing anaerobic digester capacity is insufficient for the current solids loading to the digesters. Design and construction of this project is approved in the FY 2010/11 budget (see attached budget sheet). Once the digester design is completed late this year, the plans will be put out for bid.

The original concept of the digester project was to include the replacement of the existing main boiler with a new boiler. In addition to this was the purchase and installation of a second new boiler to serve the new digester. Also within the project is the replacement of the heat source for the existing sludge processing building. This new configuration is shown schematically in Attachment 1.

During the design phase of the new digester, it was discovered that the existing main boiler is in imminent danger of failing. Also, the existing heat source for the processing building, a heat recovery system which works in conjunction with the existing engine generator, has already failed. It is proposed that these two elements of the digester project be "pulled out" of the overall project and completed in an expedited fashion. The existing hot water main boiler was placed into service in 1982. Both the boiler and the heat recovery system have reached the end of their service life.

Failure of the existing main boiler would result in a failure of both existing digesters. The digesters are biological reactors which are heated as part of the biosolids (sludge) stabilization process. The function of the digesters is sensitive to environmental conditions, especially temperature fluctuations. The loss of the main boiler would effectively disable the digesters and the stabilization process resulting in the production of raw sludge. Raw sludge would require storage on site in the existing drying beds, causing odor and nuisance issues.

The plant produces about 5 dry tons of sludge per day and the capacity of the existing drying beds is limited (less than 1-2 days) for storage. Storing raw sludge on-site is not recommended as the sludge causes odors. To avoid odor and nuisance complaints, the City would be required to haul the raw sludge off-site for disposal in a landfill south of Joliet, IL. At the current rate of sludge production, transportation and disposal costs are estimated at approximately \$650 to \$750 per day or \$19,500 to \$21,000 per month.

The estimate to purchase and install the replacement dual-fired boiler is \$275,000. This money is to come from the overall digester budget of \$7,560,000.

The Sludge Processing Building has been heated by a heat recovery system connected to the plant's engine generator since 1987. The heat recovery system was state of the art in 1987 but does not meet current environmental requirements and the City consultant has recommended replacement with a single-fired natural gas boiler. Replacement of the heat recovery system was budgeted at \$232,000; however, purchasing the single-fired natural gas boiler is estimated at \$198,000.

All of the work described above is included in the FY 2010/11 budget. The portioning of the budget dollars necessitated by the failed or potentially failing equipment is shown on Attachment 2. Advancing this portion of the work will not add any cost to the overall digester project. Monies for this work are to be used from the FY 2010/2011 Budget account number 510-6057-502-80-20 in the amount of \$232,000 and account number 510-6057-502-80-20 in the amount of \$275,000.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the design/build delivery project as outlined above for the Wastewater Treatment Facility Main Digester and Process Building Boilers 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

- g. REPORT – 2011 AMR UNIT PURCHASE The following report of the Public Works and Buildings Committee was presented for passage:

February 14, 2011

To: Mayor DiCianni and Members of the City Council  
Re: 2011 AMR Unit Purchase

The Public Works and Buildings Committee met on Monday, February 14, 2011 to discuss the purchase of Automated Meter Reading (AMR) units necessary for replacement of existing water meters AMR units, and to continue our radio AMR system integration project.

Staff has currently completed 71% of the installation of the AMR units and at the current pace will complete the system integration project within two years. Automatic Meter Reading allows the City to read meters remotely via a vehicle driven past a location. This results in more accurate and faster meter reading. This increased efficiency will allow the City, in the near future, to either reduce staff or redirect staff attention to new tasks that have been mandated by the IEPA.

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

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

<u>Quantity</u>	<u>Meter Type</u>	<u>Unit Price</u>	<u>Total Cost</u>
1500	R900 AMR Unit	\$82.00	\$123,000.00

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

Funds have been provided in the 2010/2011 budget, Municipal Utility Fund, account number 510-6052-501-40-68 (Water Meters), in the amount of \$350,000 for the purchase of water meters and AMR units. This is the first AMR purchase of FY2010/11. The City will make another purchase of a similar size prior to the end of the Fiscal Year.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the purchase of AMR units from Neptune Technologies for the 2010/201 budget year, in a total amount not to exceed \$123,000.00, be accepted and that a resolution be prepared authorizing this purchase.

Respectfully submitted,  
Public Works and Building Committee

/s/ Jim Kennedy  
Chairman

/s/ Michael J. Bram  
Vice-Chairman

/s/ Pat Shea

/s/ Chris Healy

- h. REPORT – SQUAD CAR PURCHASE The following report of the Public Affairs and Safety Committee was presented for passage:

February 14, 2011

To: Mayor Peter P. DiCianni and the Members of City Council  
Re: Squad Car Purchase

The Public Affairs and Safety Committee met on Monday February 14th, 2011 to discuss the purchase of Two (2) marked squad cars for the patrol division of the Police Department scheduled for replacement under the current F/Y 2010-2011 budget. The cars to be replaced are: PD12 and PD14.

The vehicles will be replaced with 2010 E-85 Ford Crown Victoria with the police interceptor package. Equipment manager Chanel F. Caron advises that the State of Illinois contract PSD #4015559 awarded to "Landmark Ford Inc" offers the base Police Interceptor package for \$20,668.00 per vehicle for the 2010 model year. Adding the options required for our fleet would bring the total cost of \$25,005.00 for one (1) marked squad. Elmhurst Ford has quoted a per vehicle unit price, including required options and delivery, of \$23,913.93 for one (1) marked squad. This is a per unit cost savings for one marked squad of \$1,291.07 under the state purchase bid price, with a total cost savings for Two (2) vehicles being \$ 2,582.14.

Elmhurst Ford has included the following options at no charge

- Key all vehicles alike to our fleet key code.
- Provide a set of service manuals for the vehicles.
- Provide free storage for the vehicles when they arrive.

Therefore, it is the recommendation of the Public Affairs and Safety Committee that the total cost savings for Two (2) vehicles being \$ 2,582.14 and ensuring the police vehicles are replaced on schedule in ordering the two (2) police interceptor vehicles that the sale be awarded to Elmhurst Ford. The per unit cost being \$23,913.93 for one (1) Marked Squad 2010 E-85 police interceptor being replaced for a total cost of \$47,827.86 be approved. \$113,000.00 planned and budgeted for in F/Y 10/11 line # 110-5030-421-80-06 for the purchase of vehicles.

Respectfully submitted,  
Public Affairs and Safety Committee  
/us/ Patrick Wagner  
Chairman  
/s/ Paula Pezza  
/s/ Scott Levin

- i. O-05-2011 – AN ORDINANCE APPROVING A SIXTH AMENDMENT TO LEASE BY AND BETWEEN MLRP 388 CAROL LLC, AS SUCCESSOR-IN-INTEREST TO 388 CAROL LANE, L.L.C., AND THE CITY OF ELMHURST, ILLINOIS FOR STORAGE OF ELMHURST HISTORICAL SOCIETY MUSEUM COLLECTION MATERIAL AT THE PROPERTY COMMONLY KNOWN AS 388 CAROL LANE, ELMHURST, ILLINOIS

Ordinance O-05-2011 was presented for passage.

- j. MCO-01-2011 – AN ORDINANCE TO AMEND ARTICLE V ENTITLED “DRIVING, OVERTAKING AND PASSING,” AND ARTICLE VI ENTITLED, “SPECIAL STOPS,” OF CHAPTER 44 ENTITLED, “MOTOR VEHICLES AND TRAFFIC,” OF THE MUNICIPAL CODE OF THE CITY OF ELMHURST, ILLINOIS (REPLACING YIELD SIGNS WITH STOP SIGNS AT THE EASTBOUND AND WESTBOUND JACKSON STREET APPROACHES TO PROSPECT AVENUE)

Ordinance MCO-01-2011 was presented for passage.

- k. R-04-2011 – A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF AN AGREEMENT FOR THE DEVELOPMENT OF A BUILDING ENERGY EFFICIENCY PROGRAM BY AND BETWEEN THE CITY OF ELMHURST AND CAMP DRESSER & MCKEE, INC.

Resolution R-04-2011 was presented for passage.

- l. R-05-2011 – A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A PROFESSIONAL CONSULTING SERVICES AGREEMENT BY AND BETWEEN TRANSYSTEMS CORPORATION AND THE CITY OF ELMHURST

Resolution R-05-2011 was presented for passage.

- m. R-06-2011 – A RESOLUTION AUTHORIZING THE REVOCATION OF THE NOTICE OF AWARD FOR THE 2010 SIDEWALK REPAIR PROGRAM AND THE ISSUANCE OF A NOTICE OF AWARD FOR THE 2011 SPRING SIDEWALK REPAIR PROGRAM (SLABJACKING) IN THE CITY OF ELMHURST, ILLINOIS

Resolution R-06-2011 was presented for passage.

Alderman Wagner moved to approve the contents of the Consent Agenda. Alderman Kennedy seconded. Roll call vote:

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

Nays: None

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

**COMMITTEE REPORTS**

7. a. REPORT – COMPREHENSIVE STORMWATER PLAN ENGINEERING PROPOSAL The following report of the Public Works and Buildings Committee was presented for passage:

February 14, 2011

To: Mayor DiCianni and Members of the City Council  
Re: Comprehensive Stormwater Plan Engineering Proposal

The Public Works and Buildings Committee along with the City Council, residents, staff and consultants have been working diligently since the unfortunate flooding events of June and July to develop a plan to mitigate these problems in the future. After the flooding situations that occurred last summer, the City Council decided that the best approach would be to create a comprehensive flood control plan to use as a road map for the future.

City staff embarked on a process to secure a qualified consultant to help the City develop the Comprehensive Plan. City staff, along with the City Council progressed through the qualifications based selection (QBS) process. A copy of the Request for Qualifications is available for review on the City website and in the Manager's Office. The City's selection committee ultimately selected the team of Christopher B. Burke Engineering, Ltd. and RJN Engineering as the most qualified of the interested consultants to complete the Comprehensive Plan.

In accordance with the QBS process the City then proceeded to negotiate a contract with Burke/RJN. After several discussions and reviews and revisions, an appropriate for Elmhurst scope of work was identified and was judged by the committee as the minimum effort necessary to provide the proper foundation for infrastructure spending decisions going forward and which is also judged as cost effective. Attached is a proposal to accomplish that level of effort and with the associated costs estimated at \$445,749 for the sanitary system plan and \$396,998 for the storm system plan. The proposal is the foundation for the contract. The contract provides for the scope of work to be performed at a maximum guaranteed price yet also allows the City to add or subtract work at specified hourly rates. Also attached are a listing of funding sources and a timeline of expenditures.

This comprehensive flood control plan will serve Elmhurst in the short and long term as it will provide a road map for the City to follow relative to improvements to consider to alleviate flooding in both the stormwater and sanitary sewer systems in the future. The scope of work provides for consultant interaction with stakeholder groups from the community and appropriate reviews with the City Council. This committee will monitor the effort monthly and should any work be identified as not necessary, as the study goes forward, an appropriate recommendation will be made to the City Council to modify the contract.

It is therefore the recommendation of the Public Works and Buildings Committee that the proposal for the Comprehensive Flood Control Plan from the Burke/RJN team as outlined above be approved and furthermore that the City Council approve an appropriate resolution which would thereby allow contract documents to be signed.

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 **7a. Report – Comprehensive Stormwater Plan Engineering Proposal**. Alderman Morley seconded.

Alderman Kennedy, Chairman of the Public Works & Buildings Committee (PW&B), reviewed the process of developing a project scope. He also reviewed the QVS System and the selection of the engineering firm. Chairman Kennedy stated the plan submitted by the team of Christopher B. Burke

Engineering Ltd and RJN Group Inc. (Burke/RJN) was selected to provide a comprehensive plan. He stated Burke/RJN is giving the City a good price and will do a good job.

Chairman Kennedy stated with the help of City staff and the City Attorney, the proper safe guards have been put into the agreement and the PW&B Committee will receive monthly updates. He stated he supports the committee report. He stated it is expensive, but it is a job that has to be done and is the right thing to do. He asked Council to give their support to the proposal.

Alderman Morley stated his support for the committee report. He asked how the prices were determined on the engineers as it relates to market price.

City Manager Borchert stated PW Director Hughes looked at other engineering firms and prices and they are comparable.

Alderman Wagner stated his support for the committee report.

Alderman Bram pointed out that approximately \$71,000 could be saved by eliminating meetings and checking residential homes for flood proofing. He stated he supports the report moving forward with the understanding that the work will be constantly reviewed and the contract represents maximum dollars not a set price.

Aldermen Mulliner and York voiced their support for the committee report.

Alderman Gutenkauf stated her concern that the proposal is at least \$53,000 over what it needs to be. She asked the Council to look at a document which contains a job proposal from DesPlaines being completed by Christopher B. Burke Engineering Ltd. She reviewed the costs of job classifications and stated they are different than the costs of the Elmhurst proposal.

Alderman Gutenkauf stated her disappointment in the cost of the project and the pricing in the City's contract, stating she sees no evidence of what is fair.

Alderman Gutenkauf moved to re-enter into pricing negotiations with Christopher B. Burke Engineering Ltd.

Alderman Bram, point of clarification, does the motion include both Burke and RJN.

Alderman Gutenkauf stated perhaps both should be looked at.

Alderman Bram seconded Alderman Gutenkauf's motion to re-enter into pricing negotiations with Burke/RJN.

Mayor DiCianni asked for a motion to suspend with the rules and allow Dr. Burke to answer questions from the Council.

Alderman Mulliner moved to suspend the rules to allow Dr. Burke to answer questions from the Council. Alderman Kennedy seconded. Voice vote, motion carried without objection.

Dr. Burke addressed the Council's questions regarding the pricing of the proposal.

Discussion ensued.

Alderman Morley moved to call the question. Alderman York seconded. Roll call vote:

Ayes: Morley, York, Levin, Healy, Kennedy, Mulliner, Wagner, Gutenkauf, Pezza, Shea, Rose, Hipskind

Nays: Bram

Results: 12 ayes, 1 nays, 1 absent  
Motion carried

Roll call vote to re-enter into pricing negotiations with Burke/RJN:

Ayes: Gutenkauf

Nays: Bram, Hipskind, York, Levin, Healy, Morley, Kennedy, Mulliner, Wagner, Pezza, Shea, Rose

Results: 1 ayes, 12 nays, 1 absent  
Motion failed

Alderman Gutenkauf referred Council to a spread sheet on hourly rates and the asterisk noting the last contract rate from Burke. She stated the contract needs to change to reflect the appropriate rates.

Alderman Gutenkauf moved to correct the hourly rate for Burke/RJN in the contract to match the hourly rate in the footnote.

Alderman Bram, point of order, is the amount listed a scrivener's error.

City Attorney Storino stated if it is a scrivener's error it can be modified.

City Manager Borchert stated the rate listed in the contract is correct. He reviewed the contract rate is \$240/hour.

Dr. Burke stated the rate Alderman Gutenkauf is referring to was a reduced hourly rate of \$200 that was used for work previously done by Burke Engineering. He stated their normal hourly rate is \$240. Dr. Burke stated he would change the contracted rate to the reduced rate of \$200/hour and consider it a scrivener's error.

Voice vote to correct the hourly rate for Burke/RJN in the contract, motion carried without objection.

Roll call vote to approve item **7a. Report – Comprehensive Stormwater Plan Engineering**

**Proposal:**

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

Nays: None.

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

Mayor DiCianni apologized to Dr. Burke regarding the discussion comparing a Pedestrian Refuge Median to the City's project.

Alderman Gutenkauf, point of order, stated the City Council does not owe a contractor an apology for a discussion.

Mayor DiCianni stated he was speaking as Mayor, not the City Council.

#### **REPORTS AND RECOMENDATIONS OF APPOINTED AND ELECTED OFFICIALS**

8. a. UPDATES (Mayor DiCianni)

Mayor DiCianni thanked the City Council, (PW&B) Committee Chairman Kennedy, and City staff for their hard work and support of the Stormwater Comprehensive Plan.

b. STATUS OF PROGRESS ON STORMWATER COMPREHENSIVE PLAN (City Manager Borchert)

City Manager Borchert reported the Public Works Department continues to collect data for the Burke/RJN team. He stated the recent snow melt and the effects on the sanitary sewers has been captured and forwarded to the Burke/RJN team. The City Manager stated a monthly report will be given to the PW&B Committee for review as the City moved forward with the Burke/RJN team starting in March.

c. OTHER

Alderman Bram announced he and Alderman Rose will host a 3<sup>rd</sup> Ward Meeting on Tuesday, March 8, 2011 from 7-9 p.m. at Angelo's Restaurant.

Alderman Mulliner asked at what point in time will the Task Force be called upon to work with the City and the engineering consultants.

City Manager Borchert stated a letter from the Mayor was sent out asking for Task Force member's preferences of the five study categories of the project. He stated the Task Force is to serve as the stake holders group, working with the City and the engineering consultant. City Manager Borchert stated this will begin March 1, 2011.

**RESOLUTIONS**

9. a. R-07-2011 – A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT BY AND BETWEEN CHRISTOPHER B. BURKE ENGINEERING LTD., RJN GROUP, INC. AND THE CITY OF ELMHURST

Resolution R-07-2011 was presented for passage.

Alderman Morley moved to approve item **9a. R-07-2011 – A Resolution to Approve and Authorize the Execution of a Professional Engineering Services Agreement By and Between Christopher B. Burke Engineering LTD., RJN Group, Inc. and the City of Elmhurst.** Alderman Kennedy seconded. Roll call vote:

Ayes: Morley, Kennedy, Mulliner, Wagner, Pezza, Shea, Rose, Bram, Hipkind, York, Levin, Healy

Nays: None

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

**OTHER BUSINESS**

10. Alderman Pezza stated in reference to the previous discussion, a healthy debate on a huge decision is what the Council is here to do when there are questions and concerns. Alderman Pezza stated the Council needs to agree or disagree in a respectful manor. She stated sometimes additional information will come at the last minute and the Council should review and discuss it accordingly. Alderman Pezza applauded Alderman Gutenkauf for bringing information to the dais for discussion. She also thanked Dr. Burke for reducing his hourly rate. Alderman Pezza asked the Council to have patience with one another.

Mayor DiCianni stated the Council follows a process and the Council should not be disrespectful to a vendor/contractor like what happened tonight. He stated there is plenty of time to bring in new information prior to the Council meeting.

Alderman Hipkind moved to adjourn the meeting.

Mayor DiCianni stated the agenda still has Announcements remaining.

Alderman Mulliner stated it's the Council's job to debate issues. He stated he respects the process but no debate should be stifled. He stated the Council is here for the good of the citizens of Elmhurst and the best interest of the City.

Alderman Healy stated when an Alderman says that a Committee did not do their job, it would be best if that Alderman contacted the Committee Chairman prior to the meeting to voice their concerns.

**ANNOUNCEMENTS**

11. Clerk Spencer wished Elmhurst resident Agnes Elden-Maxson a very happy birthday as she prepares to celebrate her 99<sup>th</sup> birthday on February 28<sup>th</sup>. Clerk Spencer reviewed Mrs. Elden-Maxson's long history of involvement with the Elmhurst Hospital Guild during her 51 years as an Elmhurst resident and her special ties to the City of Elmhurst Administration.

Alderman Pezza announced the Elmhurst Panhellenic Foundation will host a fashion show on March 11, 2011 at 6:00 p.m. at the Diplomat West. Proceeds will benefit scholarships for women. For ticket information go to [www.evenbrite.com](http://www.evenbrite.com) or [www.elmhurstpanhell.org](http://www.elmhurstpanhell.org).

**ADJOURNMENT**

12. Alderman Morley moved to adjourn the meeting. Alderman Rose seconded. Voice vote. Motion carried. Meeting adjourned 9: 25 p.m.

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Peter P. DiCianni III, Mayor

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Patty Spencer, City Clerk

CITY OF ELMHURST  
 ACCOUNTS PAYABLE SUMMARY SHEET  
 FEBRUARY 28, 2011

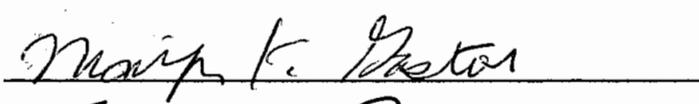
	<u>REGULAR</u>	<u>INTERIM</u>	<u>TOTAL</u>
GENERAL FUND	733,005.44	15,352.45	\$748,357.89
LIBRARY OPERATING FUND	27,519.32	-	27,519.32
REDEVELOPMENT	726.25	-	726.25
INDUSTRIAL DEVELOPMENT	262.50	-	262.50
MUNICIPAL UTILITY FUND	191,986.14	244.69	192,230.83
PARKING REVENUE SYSTEM FUND	15,671.58	-	15,671.58
	<u>969,171.23</u>	<u>15,597.14</u>	<u>984,768.37</u>

**WIRE TRANSFERS - Debt Service Payments**

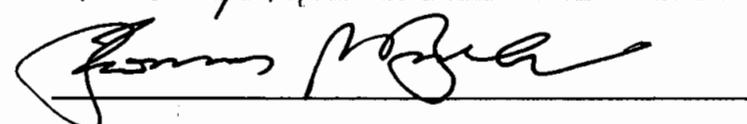
GENERAL FUND	320,518.59	-	320,518.59
CAPITAL IMPROVEMENT	1,706,847.39	-	1,706,847.39
REDEVELOPMENT FUND	277,180.74	-	277,180.74
LIBRARY OPERATING FUND	1,244,086.89	-	1,244,086.89
RTE 83 COMMERCIAL	46,118.41	-	46,118.41
MUNICIPAL UTILITY FUND	245,730.00	-	245,730.00
PARKING REVENUE SYSTEM FUND	277,668.00	-	277,668.00
	<u>4,118,150.02</u>	<u>-</u>	<u>4,118,150.02</u>

GRAND TOTAL	<u>\$5,087,321.25</u>	<u>\$15,597.14</u>	<u>\$5,102,918.39</u>
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FINANCE REVIEW

  
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CITY MANAGER REVIEW

  
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TO THE CITY TREASURER,

THE PAYMENT OF THE ABOVE LISTED AMOUNTS HAS BEEN APPROVED BY THE  
 CITY COUNCIL AT A MEETING HELD ON MARCH 7, 2011 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](mailto: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
0019545 02/11/2011	A CHILD IS MISSING 007421		01	02/28/2011	110-5030-421.60-27	DONATION	250.00	
VENDOR TOTAL *							250.00	
0000009	ACE HARDWARE							
274570	007636		01	02/28/2011	110-4020-422.50-01	CAULK	11.95	
274560	007635		01	02/28/2011	110-5030-421.50-01	FUNNEL/RUBBING ALCOHOL	4.93	
274822	007638		01	02/28/2011	110-5030-421.50-01	BROOM	10.79	
274893	007572		01	02/28/2011	110-6041-432.40-98	SAW BLADES	16.19	
274915	007573		01	02/28/2011	110-6041-432.40-53	TOOLS	16.16	
274780	007637		01	02/28/2011	110-6046-418.40-98	FASTENERS	.90	
274836	007639		01	02/28/2011	110-6046-418.50-01	HEATERS	70.18	
274917	007640		01	02/28/2011	110-6046-418.50-01	GRAFFITY REMOVAL	16.18	
VENDOR TOTAL *							147.28	
0010266 1210470034	ACME TRUCK BRAKE & SUPPLY 007768		01	02/28/2011	110-6042-433.50-16	TRK/PARTS PW169	65.10	
VENDOR TOTAL *							65.10	
0007472 105831131	AIRGAS NORTH CENTRAL 007887		01	02/28/2011	110-6047-512.40-98	SUPPLIES	259.14	
VENDOR TOTAL *							259.14	
0019010	AL PIEMONTE FORD SALES, INC							
493559	007211		01	02/28/2011	110-6047-512.50-16	TRK/PARTS E-9	128.00	
493011	007212		01	02/28/2011	110-6047-512.50-16	RETURNED MERCHANDISE	21.29-	
494019	007761		01	02/28/2011	110-6047-512.50-16	STOCK	6.98	
494066	007762		01	02/28/2011	110-6047-512.50-16	TRK/PARTS PW96	27.78	
493965	007763		01	02/28/2011	110-6047-512.50-16	TRK/PARTS PD-17	7.77	
494087	007764		01	02/28/2011	110-6047-512.50-16	STOCK	6.98	
VENDOR TOTAL *							156.22	
0000016	ALEXANDER EQPT CO INC							
74478	007766		01	02/28/2011	110-6042-433.50-16	TRK/PARTS PW169	3,433.25	
74489	007588		01	02/28/2011	110-6043-434.50-08	BAR REPLACEMENT	109.95	
74518	007765		01	02/28/2011	110-6047-512.50-16	TRK/PARTS PW53	75.95	
74545	007767		01	02/28/2011	110-6047-512.50-16	RETURNED MERCHANDISE	75.95-	
VENDOR TOTAL *							3,543.20	
0016250	ALLIED GARAGE DOOR INC							
0000016383	007654		01	02/28/2011	110-6046-418.50-01	DOOR REPAIR	372.00	
0000016471	007655		01	02/28/2011	110-6046-418.50-01	DOOR REPAIR	505.50	
VENDOR TOTAL *							877.50	
0000078	ALLIED WASTE/REPUBLIC #551							
0551-008291648	007776		01	02/28/2011	110-6041-432.30-81	WASTE DISPOSAL	462.00	
0551-008443709	007775		01	02/28/2011	510-6056-502.30-81	WASTE DISPOSAL	2,772.00	
VENDOR TOTAL *							3,234.00	
0013770	ALPINE SAP, INC - CAROL STREAM							

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						
5164	007794		01 02/28/2011	510-6050-501.30-52	RPZ TESTING	1,848.75	
5163	007795		01 02/28/2011	510-6050-501.30-52	RPZ TESTING	1,530.00	
5162	007796		01 02/28/2011	510-6050-501.30-52	RPZ TESTING	637.50	
					VENDOR TOTAL *	4,016.25	
0008760	AMERICAN ASSN OF MUSEUMS						
15626	007869		01 02/28/2011	110-7060-451.60-37	MEMBERSHIP	480.00	
					VENDOR TOTAL *	480.00	
0005297	AMERICAN CHARGE SERVICE						
02/07/2011	007392		01 02/28/2011	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	318.20	
02/21/2011	007604		01 02/28/2011	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	273.40	
					VENDOR TOTAL *	591.60	
0013022	AMERIGAS - PALATINE						
5356-455683A	007361		01 02/28/2011	110-6047-512.40-98	OTHER SUPPLIES	181.36	
5356-454258	007362		01 02/28/2011	110-6047-512.40-98	OTHER SUPPLIES	175.62	
					VENDOR TOTAL *	356.98	
0013255	ANDERSON ELEVATOR CO						
110318	007651		01 02/28/2011	110-5030-421.30-25	MONTHLY MAINT FEE	110.00	
110318	007647		01 02/28/2011	110-6046-418.30-25	MONTHLY MAINT FEE	150.00	
110953	007653		01 02/28/2011	110-6046-418.30-25	PRESSURE TEST	150.00	
110318	007649		01 02/28/2011	110-7060-451.50-01	MONTHLY MAINT FEE	110.00	
110318	007650		01 02/28/2011	110-7060-451.50-01	MONTHLY MAINT FEE	50.00	
110318	007648		01 02/28/2011	530-0088-503.30-25	MONTHLY MAINT FEE	110.00	
110914	007652		01 02/28/2011	530-0088-503.30-25	PRESSURE TEST	150.00	
					VENDOR TOTAL *	830.00	
0006564	ANDERSON, CARL A & SONS						
110202	007793		01 02/28/2011	110-6042-433.30-72	SNOW REMOVAL	24,504.00	
					VENDOR TOTAL *	24,504.00	
0010625	ARCADE BUILDING						
MARCH 2011	007391		01 02/28/2011	530-0088-503.30-59	SCHILLER CT PARKING LEASE	800.00	
					VENDOR TOTAL *	800.00	
0007267	ASSOCIATED TECHNICAL SERVICES, LTD						
20962	007410		01 02/28/2011	510-6052-501.30-52	LEAK LOCATION SVCS	714.00	
20974	007411		01 02/28/2011	510-6052-501.30-52	LEAK LOCATION SVCS	717.50	
					VENDOR TOTAL *	1,431.50	
0012277	AT&T						
63053030075410	007341		01 02/28/2011	110-0086-453.30-75	MONTHLY PHONE	55.05	
63053030075410	007342		01 02/28/2011	110-0094-454.30-75	MONTHLY PHONE	20.63	
63078266949097	007175		01 02/28/2011	110-1001-411.30-75	MONTHLY PHONE	22.56	
63053030075410	007328		01 02/28/2011	110-1001-411.30-75	MONTHLY PHONE	963.39	
63053030075410	007329		01 02/28/2011	110-2006-413.30-75	MONTHLY PHONE	316.54	

BANK: 01

VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0012277	AT&T						
63053030075410	007330		01 02/28/2011	110-2007-413.30-75	MONTHLY PHONE	151.39	
63053030075410	007331		01 02/28/2011	110-2008-413.30-75	MONTHLY PHONE	908.34	
63029919617851	007846		01 02/28/2011	110-2008-413.30-98	MONTHLY PHONE	226.31	
63029919307818	007847		01 02/28/2011	110-2008-413.30-98	MONTHLY PHONE	226.31	
63053030075410	007332		01 02/28/2011	110-3015-414.30-75	MONTHLY PHONE	213.32	
63053030075410	007333		01 02/28/2011	110-4020-422.30-75	MONTHLY PHONE	302.78	
63083200803668	007737		01 02/28/2011	110-4020-422.30-75	MONTHLY PHONE	72.70	
63083200045401	007384		01 02/28/2011	110-4021-425.30-75	MONTHLY PHONE	39.65	
63040705638276	007735		01 02/28/2011	110-4021-425.50-98	MONTHLY PHONE	39.53	
84727365350170	007855		01 02/28/2011	110-4021-425.30-75	MONTHLY PHONE	243.33	
63053030075410	007340		01 02/28/2011	110-4022-423.30-75	MONTHLY PHONE	178.92	
63053030075410	007334		01 02/28/2011	110-4025-424.30-75	MONTHLY PHONE	137.63	
63053088927504	007272		01 02/28/2011	110-5030-421.30-75	MONTHLY SERVICE	45.86	
63053033512328	007273		01 02/28/2011	110-5030-421.30-75	MONTHLY SERVICE	95.61	
63053050866185	007327		01 02/28/2011	110-5030-421.30-75	MONTHLY PHONE	23.45	
63053030075410	007335		01 02/28/2011	110-5030-421.30-75	MONTHLY PHONE	2,133.22	
70822603942320	007843		01 02/28/2011	110-5030-421.30-75	MONTHLY PHONE	142.74	
63022603952325	007845		01 02/28/2011	110-5030-421.30-75	MONTHLY PHONE	35.97	
63053030075410	007336		01 02/28/2011	110-6040-431.30-75	MONTHLY PHONE	915.22	
70822613280851	007842		01 02/28/2011	110-6040-431.30-75	MONTHLY PHONE	115.78	
70822611450803	007851		01 02/28/2011	110-6040-431.30-75	MONTHLY PHONE	628.84	
63029979019998	007852		01 02/28/2011	110-6040-431.30-75	MONTHLY PHONE	241.26	
63029950643667	007853		01 02/28/2011	110-6040-431.30-75	MONTHLY PHONE	137.61	
63029950633668	007854		01 02/28/2011	110-6040-431.30-75	MONTHLY PHONE	113.81	
630R0605979200	007848		01 02/28/2011	110-6046-418.50-01	MONTHLY PHONE	109.70	
63053030075410	007339		01 02/28/2011	110-7060-451.30-75	MONTHLY PHONE	206.44	
63083313263643	007841		01 02/28/2011	110-7060-451.30-75	MONTHLY PHONE	33.95	
63053030075410	007337		01 02/28/2011	510-6050-501.30-75	MONTHLY PHONE	130.75	
70822611450803	007850		01 02/28/2011	510-6052-501.30-75	MONTHLY PHONE	314.43	
63053030075410	007338		01 02/28/2011	510-6055-502.30-75	MONTHLY PHONE	247.73	
70822603793590	007844		01 02/28/2011	510-6055-502.30-75	MONTHLY PHONE	142.74	
70822611450803	007849		01 02/28/2011	510-6055-502.30-75	MONTHLY PHONE	314.43	
63027936943334	007176		01 02/28/2011	530-0088-503.30-75	MONTHLY PHONE	23.85	
63027939823392	007177		01 02/28/2011	530-0088-503.30-75	MONTHLY PHONE	38.13	
					VENDOR TOTAL *	10,309.90	
0000045	ATLAS BOBCAT INC						
B24548	007760		01 02/28/2011	110-6042-433.50-16	TRK/PARTS PW141	190.91	
B24231	007210		01 02/28/2011	110-6047-512.50-16	TRK/PARTS PW41	96.90	
					VENDOR TOTAL *	287.81	
0010170	ATOMIC TRANSMISSIONS						
88126	007259		01 02/28/2011	110-6047-512.50-02	PD-32	1,345.00	
					VENDOR TOTAL *	1,345.00	
0003704	AUTO TRUCK GROUP						
1001775	007254		01 02/28/2011	110-6042-433.50-16	PW-49	192.49	
1005156	007255		01 02/28/2011	110-6042-433.50-16	PW-29	305.00	

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
0003704	AUTO TRUCK GROUP						
1005154	007256		01 02/28/2011	110-6042-433.50-16	PW-29	244.36	
1000767	007257		01 02/28/2011	110-6042-433.50-16	PW-28/PW-33	1,683.00	
VENDOR TOTAL *						2,424.85	
0000060	BERGHEGER, BRIAN						
02/23/2011	007870		01 02/28/2011	110-7060-451.60-65	EXPENSE REIMBURSEMENT	75.00	
02/24/2011	007871		01 02/28/2011	110-7060-451.60-11	EXPENSE REIMBURSEMENT	50.00	
VENDOR TOTAL *						125.00	
0013075	BERKELEY TRUCKING INC						
35540	007600		01 02/28/2011	110-6042-433.30-72	SNOW REMOVAL	3,861.00	
35543	007601		01 02/28/2011	110-6042-433.30-72	SNOW REMOVAL	858.00	
35534	007785		01 02/28/2011	110-6042-433.30-72	SNOW REMOVAL	24,960.00	
35544	007602		01 02/28/2011	510-6052-501.40-57	STONE	679.80	
35545	007603		01 02/28/2011	510-6052-501.40-57	STONE	3,454.65	
VENDOR TOTAL *						33,813.45	
0000061	BERKHEIMER CO INC, G W						
448606	007641		01 02/28/2011	110-4020-422.50-01	HEATER REPAIR	325.49	
VENDOR TOTAL *						325.49	
0010307	BEST QUALITY CLEANING INC						
40946	007867		01 02/28/2011	110-6046-418.30-14	CLEANING SVCS	5,225.00	
40946	007868		01 02/28/2011	510-6057-502.30-14	CLEANING SVCS	320.00	
VENDOR TOTAL *						5,545.00	
0004427	BISHOP, JANET						
JAN-DEC 2010	007416		01 02/28/2011	110-0000-313.03-03	UTILITY TAX REBATE	17.46	
JAN-DEC 2010	007417		01 02/28/2011	110-0000-313.01-01	UTILITY TAX REBATE	19.98	
JAN-DEC 2010	007418		01 02/28/2011	110-0000-313.02-02	UTILITY TAX REBATE	9.30	
JAN-DEC 2010	007419		01 02/28/2011	110-0000-260.02-00	UTILITY TAX REBATE	4.50	
VENDOR TOTAL *						51.24	
0015915	BORDEN DECAL CO						
00078696	007397		01 02/28/2011	110-6040-431.40-65	VEHICLE STICKERS/ANIMAL	6,977.00	
VENDOR TOTAL *						6,977.00	
0016697	BORDIGNON, ANTHONY						
02/1-02/17/11	007727		01 02/28/2011	110-0086-453.30-52	CATV PROF SVCS	162.50	
VENDOR TOTAL *						162.50	
0014870	BOUNDTREE MEDICAL, LLC						
87224324	007396		01 02/28/2011	110-4020-422.40-45	DEFIBRILLATOR PADS/GLOVES	221.22	
VENDOR TOTAL *						221.22	
0007850	BREWER CO						
526006	007578		01 02/28/2011	110-6041-432.40-52	STRIPER PARTS	20.28	
VENDOR TOTAL *						20.28	
0001899	BRISTOL HOSE & FITTING MAIN WAREHSE						

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
0001899	BRISTOL HOSE & FITTING MAIN WAREHSE						
00261827	007208		01 02/28/2011	110-6042-433.50-16	PLOW COUPLERS	122.16	
00261308	007252		01 02/28/2011	110-6042-433.50-16	PW-25	105.26	
00261566	007253		01 02/28/2011	110-6042-433.50-16	PW-33 SALT SPRDR DAMAGE	118.66	
00262045	007759		01 02/28/2011	110-6042-433.50-16	TRK/PARTS PW25	106.30	
00256099	007209		01 02/28/2011	110-6047-512.50-01	OIL VALVES FOR SHOP	382.01	
00261561	007251		01 02/28/2011	110-6047-512.50-16	SALT SPREADERS REPAIR	288.72	
00262044	007758		01 02/28/2011	110-6047-512.50-16	WASH BAY	143.52	
						VENDOR TOTAL *	1,266.63
0007057	BROADCAST PRODUCTION SERVICES INC						
02/1-02/17/11	007729		01 02/28/2011	110-0086-453.30-52	CATV PROF SVCS	285.50	
						VENDOR TOTAL *	285.50
0016427	BROTHERS ASPHALT PAVING						
9	007890		01 02/28/2011	110-6041-432.80-15	STREET RESURFACING	17,253.48	
2	007892		01 02/28/2011	110-6041-432.80-15	EMERGENCY REPAIR PROGRAM	4,201.83	
9	007891		01 02/28/2011	110-7060-451.80-23	SCHOOLHOUSE PARKING LOT	8,150.90	
						VENDOR TOTAL *	29,606.21
0010932	BUNDA, ROBERT						
659 BRYAN	007145		01 02/28/2011	510-6056-502.30-89	OVERHEAD SEWER REIMBURSE	3,975.00	
						VENDOR TOTAL *	3,975.00
0000084	BURGIN, DENNIS						
02/1-02/17/11	007731		01 02/28/2011	110-0086-453.30-52	CATV PROF SVCS	380.50	
						VENDOR TOTAL *	380.50
0009267	C J C AUTO PARTS & TIRES						
725248	007773		01 02/28/2011	110-6047-512.50-16	TRK/PARTS PD-11	27.62	
						VENDOR TOTAL *	27.62
0018709	CALDWELL, PAT - PETTY CASH						
02/08-02/16/11	007863		01 02/28/2011	110-3015-414.40-98	PETTY CASH REIMBURSEMENT	6.50	
02/08-02/16/11	007864		01 02/28/2011	110-4020-422.60-25	PETTY CASH REIMBURSEMENT	5.40	
02/08-02/16/11	007866		01 02/28/2011	110-4020-422.60-11	PETTY CASH REIMBURSEMENT	30.00	
02/08-02/16/11	007865		01 02/28/2011	110-4022-423.60-11	PETTY CASH REIMBURSEMENT	20.00	
						VENDOR TOTAL *	61.90
0005661	CARGILL INC						
3080204	007153		01 02/28/2011	110-6042-433.40-46	SNOW REMOVAL/ICE CONTROL	6,450.51	
3084153	007324		01 02/28/2011	110-6042-433.40-46	SALT	13,986.09	
3084105	007325		01 02/28/2011	110-6042-433.40-46	SALT	14,247.21	
3082795	007326		01 02/28/2011	110-6042-433.40-46	SALT	6,281.32	
						VENDOR TOTAL *	40,965.13
0008716	CASE LOTS INC						
030094	007902		01 02/28/2011	110-2006-413.40-33	SUPPLIES	269.70	
030001	007884		01 02/28/2011	110-6046-418.40-24	SUPPLIES	148.95	

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 030001	CASE LOTS INC 007885		01 02/28/2011	110-6047-512.40-24	SUPPLIES	71.55	
					VENDOR TOTAL *	490.20	
0013254 IN00645696	CCP INDUSTRIES INC 007594		01 02/28/2011	110-5030-421.40-98	SUPPLIES	308.14	
					VENDOR TOTAL *	308.14	
0010588 163654A 163331A	CENTRAL PARTS WAREHOUSE 007757 007250		01 02/28/2011 01 02/28/2011	110-6042-433.50-16 110-6047-512.50-16	TRK/PARTS PW112 PW-86/PW-119	508.24 172.55	
					VENDOR TOTAL *	680.79	
0014402 382352 382760 383115 383115 383657	CHICAGO PARTS & SOUND LLC 007152 007369 007560 007561 007779		01 02/28/2011 01 02/28/2011 01 02/28/2011 01 02/28/2011 01 02/28/2011	110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.40-34 110-6047-512.50-16	PARTS AND SUPPLIES PARTS AND SUPPLIES PARTS/SUPPLIES OIL PADS/FILTER	294.28 197.92 87.96 136.32 105.56	
					VENDOR TOTAL *	822.04	
0000630 66631	CLASSIC GRAPHIC INDUSTRIES INC 007154		01 02/28/2011	110-2006-413.40-33	OFFICE SUPPLIES	502.75	
					VENDOR TOTAL *	502.75	
0000112 0338165410	COCA-COLA BOTTLING CO 007599		01 02/28/2011	110-1001-411.60-98	VENDING MACHINE REFILL	109.00	
					VENDOR TOTAL *	109.00	
0014623 877120089008715007914 877120089004674007915 877120089014023007916 877120089014144007917	COMCAST CABLE 007152 007369 007560 007561		01 02/28/2011 01 02/28/2011 01 02/28/2011 01 02/28/2011	110-4020-422.60-98 110-4020-422.60-98 110-4020-422.60-98 110-4020-422.60-98	CABLE SVCS CABLE SVCS INTERNET SVCS INTERNET SVCS	85.27 202.32 119.90 59.95	
					VENDOR TOTAL *	467.44	
0007611 MR Refund	COMMONWEALTH EDISON CO MR		01 02/28/2011	110-0000-115.07-01	COMMONWEALTH EDISON CO	150.00	
					VENDOR TOTAL *	150.00	
0009478 T1127924	COMMUNICATION REVOLVING FUND 007790		01 02/28/2011	110-5030-421.30-27	LEASED CIRCUITS	877.39	
					VENDOR TOTAL *	877.39	
0007535 66463	CONTRACTORS EQUIPMENT RENTAL 007777		01 02/28/2011	510-6052-501.40-31	PUMP HOSE REPAIR	115.00	
					VENDOR TOTAL *	115.00	
0007855	CONVERGINT TECHNOLOGIES LLC						

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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
0007855 42878	CONVERGINT TECHNOLOGIES LLC 007820		01 02/28/2011	110-6046-418.50-01	HVAC CONTROL MAINT FEE	800.00	
VENDOR TOTAL *						800.00	
0017618	COSTCO - LAKE IN THE HILLS						
2/14/11	007190		01 02/14/2011	110-2006-413.40-33	SUPPLIES	CHECK #: 141452	6.94
2/14/11	007191		01 02/14/2011	110-4020-422.40-98	SUPPLIES	CHECK #: 141452	6.93
2/14/11	007192		01 02/14/2011	110-5030-421.40-98	SUPPLIES	CHECK #: 141452	22.48
2/14/11	007193		01 02/14/2011	110-6041-432.40-98	SUPPLIES	CHECK #: 141452	4.45
2/14/11	007194		01 02/14/2011	110-6043-434.40-98	SUPPLIES	CHECK #: 141452	4.44
2/14/11	007195		01 02/14/2011	110-6044-435.40-98	SUPPLIES	CHECK #: 141452	4.44
2/14/11	007196		01 02/14/2011	110-6046-418.40-98	SUPPLIES	CHECK #: 141452	4.44
2/14/11	007197		01 02/14/2011	110-6046-418.50-01	SUPPLIES	CHECK #: 141452	130.74
2/14/11	007198		01 02/14/2011	110-6047-512.40-98	SUPPLIES	CHECK #: 141452	4.44
2/14/11	007199		01 02/14/2011	510-6052-501.40-98	SUPPLIES	CHECK #: 141452	4.45
2/14/11	007200		01 02/14/2011	510-6057-502.40-98	SUPPLIES	CHECK #: 141452	6.94
VENDOR TOTAL *						.00	200.69
0009471	COSTCO - OAKBROOK						
2/11/11	007178		01 02/14/2011	110-2006-413.40-33	SUPPLIES	CHECK #: 141451	82.19
2/11/11	007179		01 02/14/2011	110-4020-422.40-98	SUPPLIES	CHECK #: 141451	85.64
2/11/11	007180		01 02/14/2011	110-4020-422.40-24	SUPPLIES	CHECK #: 141451	124.69
2/11/11	007181		01 02/14/2011	110-5030-421.40-98	SUPPLIES	CHECK #: 141451	85.64
2/11/11	007182		01 02/14/2011	110-6041-432.40-98	SUPPLIES	CHECK #: 141451	82.18
2/11/11	007183		01 02/14/2011	110-6043-434.40-98	SUPPLIES	CHECK #: 141451	82.18
2/11/11	007184		01 02/14/2011	110-6044-435.40-98	SUPPLIES	CHECK #: 141451	82.18
2/11/11	007185		01 02/14/2011	110-6046-418.40-98	SUPPLIES	CHECK #: 141451	82.18
2/11/11	007186		01 02/14/2011	110-6046-418.40-24	SUPPLIES	CHECK #: 141451	41.88
2/11/11	007187		01 02/14/2011	110-6047-512.40-98	SUPPLIES	CHECK #: 141451	82.18
2/11/11	007188		01 02/14/2011	510-6052-501.40-98	SUPPLIES	CHECK #: 141451	151.12
2/11/11	007189		01 02/14/2011	510-6057-502.40-98	SUPPLIES	CHECK #: 141451	82.18
VENDOR TOTAL *						.00	1,064.24
0007611 MR Refund	CUAMATZI, BEATRIZ MR		01 02/23/2011	110-0000-115.07-01	CUAMATZI, BEATRIZ	500.00	
VENDOR TOTAL *						500.00	
0006771 711-84232	CUMMINS/NPOWER LLC 007755		01 02/28/2011	110-6047-512.50-16	TRK/PARTS PW25	50.57	
VENDOR TOTAL *						50.57	
0019538 637389	DAVID CLARK CO INC 007213		01 02/28/2011	110-4020-422.50-08	TRK/PARTS ENG #2	171.50	
VENDOR TOTAL *						171.50	
0006182 6658666	DELTA SONIC CAR WASH SYSTEMS 007260		01 02/28/2011	110-6047-512.50-16	JAN CAR WASHES	396.00	
VENDOR TOTAL *						396.00	
0005777	DOWN UNDER CONSTRUCTION						

VEND NO INVOICE NO	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0005777 11-0204-1	DOWN UNDER CONSTRUCTION 007360	01	02/28/2011	110-6042-433.30-72	SNOW REMOVAL	3,360.00	
					VENDOR TOTAL *	3,360.00	
0000152 1725946	DREISILKER ELECTRIC MOTORS 007824	01	02/28/2011	110-6046-418.50-01	MOTOR REPLACEMENT	340.01	
					VENDOR TOTAL *	340.01	
0003545 020311	DUDEK DESIGN 007358	01	02/28/2011	110-1001-411.40-98	BUSINESS CARDS	78.00	
					VENDOR TOTAL *	78.00	
0000157 201536	DUPAGE ANIMAL HOSPITAL 007264	01	02/28/2011	110-5030-421.60-01	PROFESSIONAL SVCS	40.00	
					VENDOR TOTAL *	40.00	
0002873 7399	DUPAGE CONVENTION & VISITORS BUREAU 007350	01	02/28/2011	110-0094-454.60-45	CO-OP AD	3,500.00	
					VENDOR TOTAL *	3,500.00	
0000161 201102150235	DUPAGE COUNTY RECORDER 007415	01	02/28/2011	110-1001-411.30-54	RECORDING SVCS	47.00	
					VENDOR TOTAL *	47.00	
0007246 8435	DUPAGE COUNTY TREASURER-IT 007420	01	02/28/2011	110-5030-421.30-27	MONTHLY FEE	250.00	
					VENDOR TOTAL *	250.00	
0009707 0043441	E J EQUIPMENT INC 007753	01	02/28/2011	110-6047-512.50-16	TRK/PARTS PW53	257.74	
					VENDOR TOTAL *	257.74	
0010391 7751 7750 7749	EIT INC 007919 007920 007921	01 01 01	02/28/2011 02/28/2011 02/28/2011	110-4020-422.60-25 110-4020-422.60-25 110-4020-422.60-25	PENCILS STICKERS STICKERS	431.50 313.50 352.50	
					VENDOR TOTAL *	1,097.50	
0014621 7504366944 7504366944 7504366944 7504366944 7504366944 7504366944 7504366944 7504366944	ELMHURST CLAIMS ACCOUNT - CLAIM SVC 007204 007574 007205 007575 007206 007576 007207 007577	01 01 01 01 01 01 01 01	02/28/2011 02/28/2011 02/28/2011 02/28/2011 02/28/2011 02/28/2011 02/28/2011 02/28/2011	110-4020-422.20-07 110-4020-422.20-07 110-5030-421.20-07 110-5030-421.20-07 110-6040-431.20-07 110-6040-431.20-07 510-6050-501.20-07 510-6050-501.20-07	SELF INSURED LOSS FUND SELF INSURED LOSS FUND	518.98 769.66 716.20 2,817.58 3,839.92 6,536.90 1,024.04 1,676.00	
					VENDOR TOTAL *	17,899.28	
0018248	ELMHURST CLAIMS ACCT (NOVAPRO)						

PREPARED 02/28/2011, 10:59:18  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS  
 CITY

EXPENDITURE APPROVAL LIST  
 AS OF: 02/28/2011 CHECK DATE: 03/10/2011

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VEND NO	VENDOR NAME	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0018248	ELMHURST CLAIMS ACCT (NOVAPRO)						
7504366944	007202	01	02/28/2011	110-0082-416.60-02	SELF INSURED LOSS FUND	1,184.75	
7504366944	007203	01	02/28/2011	110-0082-416.60-28	SELF INSURED LOSS FUND	5,288.75	
7504366944	007632	01	02/28/2011	110-0082-416.60-28	SELF INSURED LOSS FUND	17,578.55	
					VENDOR TOTAL *	24,052.05	
0008529	ELMHURST DISTRICT 205 FOUNDATION						
02/22/2011	007877	01	02/28/2011	110-7060-451.40-43	CONSIGNMENT MERCHANDISE	42.00	
					VENDOR TOTAL *	42.00	
0017934	ELMHURST MEMORIAL OCCUP CAROL STRM						
62596	007557	01	02/28/2011	110-2007-413.30-47	DRUG SCREEN	45.00	
					VENDOR TOTAL *	45.00	
0000190	ELMHURST POSTMASTER-MUSEUM						
2/09/11	007201	01	02/14/2011	110-7060-451.30-49	PERMIT 47 SPRING CALENDAR	CHECK #: 141453	2,521.04
					VENDOR TOTAL *	.00	2,521.04
0000193	ELMHURST POSTMASTER-PERMIT 47						
3/11	007621	01	02/22/2011	110-1001-411.60-40	CITY NEWSLETTER MAILING	CHECK #: 141651	2,575.45
					VENDOR TOTAL *	.00	2,575.45
0017744	ENTERSECT CORP						
37656	007274	01	02/28/2011	110-5030-421.30-98	ONLINE MAINT AGREEMENT	84.95	
					VENDOR TOTAL *	84.95	
0012523	ERICKSON, JAMES						
02/11/2011	007922	01	02/28/2011	110-4020-422.60-98	EXPENSE REIMBURSEMENT	338.40	
					VENDOR TOTAL *	338.40	
0011437	EXELON ENERGY COMPANY						
500000600411	007743	01	02/28/2011	110-6041-432.30-24	MONTHLY ELECTRIC	710.14	
500000600411	007746	01	02/28/2011	110-6044-435.30-24	MONTHLY ELECTRIC	397.50	
500000600411	007741	01	02/28/2011	510-6051-501.30-24	MONTHLY ELECTRIC	724.66	
500000600411	007740	01	02/28/2011	510-6057-502.30-24	MONTHLY ELECTRIC	3,065.24	
500000600411	007744	01	02/28/2011	530-0088-503.30-24	MONTHLY ELECTRIC	5,682.56	
					VENDOR TOTAL *	10,580.10	
0017007	FACILITY SOLUTIONS GROUP						
2394745-00	007895	01	02/28/2011	110-6044-435.40-98	BALLAST REPLACEMENT	348.48	
					VENDOR TOTAL *	348.48	
0012480	FELLER BUSINESS SOLUTIONS						
337278	007815	01	02/28/2011	110-2006-413.40-33	TABS/DIVIDERS	45.60	
					VENDOR TOTAL *	45.60	
0000648	FILTER RENU OF ILLINOIS, INC						
82973	007365	01	02/28/2011	110-6047-512.50-02	COMM REPAIRS	66.54	
					VENDOR TOTAL *	66.54	
0018002	FILTER SERVICES OF IL						

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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
0018002	FILTER SERVICES OF IL						
INV25550	007569		01 02/28/2011	110-6046-418.50-01	PLEATED FILTERS	453.52	
INV25664	007570		01 02/28/2011	110-6046-418.50-01	PLEATED FILTERS	117.36	
CM1316	007571		01 02/28/2011	110-6046-418.50-01	RETURNED MERCHANDISE	117.00-	
					VENDOR TOTAL *	453.88	
0006869	FISHER SCIENTIFIC						
0411517	007814		01 02/28/2011	510-6057-502.40-25	LAB SUPPLIES	551.28	
					VENDOR TOTAL *	551.28	
0019544	FITNESSSCAPE INC.						
22397	007395		01 02/28/2011	110-4020-422.60-98	WORKOUT MATS/HANGERS	459.90	
					VENDOR TOTAL *	459.90	
0005438	FLEET SAFETY SUPPLY						
52130	007323		01 02/28/2011	110-5030-421.40-31	PD-10 REPAIR	156.42	
					VENDOR TOTAL *	156.42	
0003165	FLEXIBLE						
2746	007899		01 02/28/2011	110-6041-432.40-52	WANDS	411.60	
					VENDOR TOTAL *	411.60	
0005844	FLINK SNOW PLOWS & SPREADERS						
39510	009105		01 03/31/2010	110-6042-433.50-16	RETURNED MERCHANDISE	170.00-	
38506	007249		01 02/28/2011	110-6042-433.50-16	PW-38 REPAIR	308.83	
					VENDOR TOTAL *	138.83	
0017446	FMP - FACTORY MOTOR PARTS						
50-264533	007220		01 02/28/2011	110-6047-512.50-16	TRK/PARTS PW9 & STOCK	37.04	
61-114888	007221		01 02/28/2011	110-6047-512.40-98	AUTO/PARTS PREM GOLD BITT	76.26	
61-115572	007222		01 02/28/2011	110-6047-512.50-16	AUTO/PARTS PD 9	78.99	
61-114831	007223		01 02/28/2011	110-6047-512.50-16	TRK/PARTS PW 4	29.55	
61-114854	007224		01 02/28/2011	110-6047-512.50-16	RETURNED MERCHANDISE	15.88-	
61-114446	007225		01 02/28/2011	110-6047-512.50-16	TRK/PARTS PW 4	8.92	
61-115083	007226		01 02/28/2011	110-6047-512.50-16	RETURNED MERCHANDISE	8.92-	
50-265993	007772		01 02/28/2011	110-6047-512.50-16	STOCK	15.54	
					VENDOR TOTAL *	221.50	
0002222	FOESMAN, RICH						
02/1-02/17/11	007732		01 02/28/2011	110-0086-453.30-52	CATV PROF SVCS	455.00	
					VENDOR TOTAL *	455.00	
0004582	FOUST CO, E L						
38438	007782		01 02/28/2011	110-5030-421.50-01	HEPA FILTERS	3,444.40	
					VENDOR TOTAL *	3,444.40	
0019560	FROMELT, PATRICK						
25684	007862		01 02/28/2011	110-0000-316.00-00	TRANSFER STAMP REFUND	352.50	
					VENDOR TOTAL *	352.50	
0015336	FULTON TECHNOLOGIES, 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
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0006864	HOME DEPOT	1919-NORTHLAKE					
025930/0096618	007624		01 02/28/2011	110-4020-422.50-01	SHOWER CAULK	29.33	
031468/4021363	007625		01 02/28/2011	110-4020-422.50-01	AIR LINE REPAIR	13.10	
026307/9593095	007881		01 02/28/2011	110-4020-422.50-01	EXHAUST FAN MATERIALS	20.36	
024328/1096446	007623		01 02/28/2011	110-6046-418.50-01	SINK REPAIR	44.56	
016881/8012204	007626		01 02/28/2011	530-0088-503.50-14	DOOR CLOSER REPAIR	64.90	
						VENDOR TOTAL *	172.25
0012341	HOME DEPOT	1982-OAKBROOK TERR					
031429/4043001	007628		01 02/28/2011	110-4020-422.50-01	MAP BOX MATERIALS	25.21	
027526/8596403	007879		01 02/28/2011	110-4020-422.50-01	EXHAUST FAN	78.76	
026521/9596336	007627		01 02/28/2011	110-5030-421.50-01	BARRICADE MATERIALS	19.94	
018566/6561999	007629		01 02/28/2011	110-5030-421.50-01	MIRCOWAVE REPLACEMENT	149.00	
021227/3011060	007880		01 02/28/2011	110-6041-432.40-98	MAIL BOX REPAIR	9.97	
						VENDOR TOTAL *	282.88
0017543	HORNER, CHRIS						
2/8-10/11	007265		01 02/28/2011	110-5030-421.60-05	EXPENSE REIMBURSEMENT	58.08	
2/8-10/11	007266		01 02/28/2011	110-5030-421.60-11	EXPENSE REIMBURSEMENT	27.93	
						VENDOR TOTAL *	86.01
0011618	IL ENVIRONMENTAL PROT - CHICAGO						
L17-1365	007398		01 02/28/2011	510-6055-502.90-13	1999 EPA LOAN INTEREST	12,950.66	
L17-1365	007399		01 02/28/2011	510-6055-502.90-39	1999 EPA LOAN PRINCIPAL	46,064.32	
L17-1528	007400		01 02/28/2011	510-6055-502.90-14	2000 EPA LOAN INTEREST	4,296.60	
L17-1528	007401		01 02/28/2011	510-6055-502.90-40	2000 EPA LOAN PRINCIPAL	14,998.13	
						VENDOR TOTAL *	78,309.71
0001005	IL SEC OF STATE - CONF SERV PROG						
PD-39	007356		01 02/28/2011	110-6047-512.60-55	PLATE RENEWAL	99.00	
						VENDOR TOTAL *	99.00
0000291	IL SEC OF STATE - TITLE APPLIC FEES,CK GRP-1						
CASE #10-009872007427			01 02/28/2011	110-5030-421.60-27	TITLE APPLICATION FEE	95.00	
						VENDOR TOTAL *	95.00
0000291	IL SEC OF STATE - TITLE APPLIC FEES,CK GRP-2						
CASE #10-037656007428			01 02/28/2011	110-5030-421.60-27	TITLE APPLICATION FEE	95.00	
						VENDOR TOTAL *	95.00
0001319	IL SEC OF STATE - VEHICLE SVCS						
PD-31	007357		01 02/28/2011	110-6047-512.60-55	PLATE RENEWAL	99.00	
						VENDOR TOTAL *	99.00
0014808	IL STATE TREASURER-WKRS' COMP						
07/01-12/31/10	007582		01 02/28/2011	110-1001-411.20-07	2ND INJURY W/C FUND	61.79	
						VENDOR TOTAL *	61.79
0011357	INDUSTRIAL FABRICS CORP						

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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
0011357 389159	INDUSTRIAL FABRICS CORP 007799		01 02/28/2011	510-6057-502.50-08	BELT REPLACEMENT	985.00	
					VENDOR TOTAL *	985.00	
0015044 27379 27378	INDUSTRIAL STEEL SERVICE CENTER INC 007318 007319		01 02/28/2011 01 02/28/2011	110-6042-433.50-16 110-6042-433.50-16	STOCK CURB SHOES STOCK CURB SHOES	458.00 458.00	
					VENDOR TOTAL *	916.00	
0006347 002-1418188 002-1441243	INLAND COMMERCIAL PROPERTY MGT INC 007930 007931		01 02/28/2011 01 02/28/2011	530-0088-503.50-15 530-0088-503.50-15	MONTHLY MAINT CONTRACT MONTHLY MAINT CONTRACT	1,150.00 1,150.00	
					VENDOR TOTAL *	2,300.00	
0010731 110108832 68846 130054607	INTERSTATE BATTERY SYSTEM OF 007317 007780 007781		01 02/28/2011 01 02/28/2011 01 02/28/2011	110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16	PW-129 TRK/PARTS PW153A PARTS/SUPPLIES	68.95 43.95 369.80	
					VENDOR TOTAL *	482.70	
0019535 340 MAPLE	JACOBSEN, DON 007146		01 02/28/2011	510-6056-502.30-89	OVERHEAD SEWER REIMBURSE	4,250.00	
					VENDOR TOTAL *	4,250.00	
0000344 1203-7803971 1203-7844966	JC LICHT - NETWORK PLACE 007656 007657		01 02/28/2011 01 02/28/2011	110-6046-418.50-01 110-6046-418.50-01	PAINT PAINT	36.49 51.56	
					VENDOR TOTAL *	88.05	
0000976 93416	JIM'S TOWING 007749		01 02/28/2011	110-6047-512.50-02	TOWING SVCS/PW27	92.00	
					VENDOR TOTAL *	92.00	
0000976 93329	JIM'S TOWING,CK GRP-1 007788		01 02/28/2011	110-5030-421.60-27	TOWING SVC/CASE#11-005202	350.00	
					VENDOR TOTAL *	350.00	
0017635 2152	JOHNSON WILBUR ADAMS, INC 007819		01 02/28/2011	110-4020-422.50-01	ROOF REPLACEMENT	412.50	
					VENDOR TOTAL *	412.50	
0000314 525625 525636 526449 526436	KALE UNIFORMS 007911 007912 007262 007263		01 02/28/2011 01 02/28/2011 01 02/28/2011 01 02/28/2011	110-4020-422.40-62 110-4020-422.40-62 110-5030-421.40-11 110-5030-421.40-11	UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORMS UNIFORMS	83.99 83.99 18.50 69.99	
					VENDOR TOTAL *	256.47	
0000323	KIEFT BROTHERS, INC - A/P						

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VEND NO	VENDOR NAME	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0000323	KIEFT BROTHERS, INC - A/P							
172751	007597	01		02/28/2011	110-6041-432.40-98	CEMENT	132.00	
172751	007598	01		02/28/2011	510-6052-501.40-63	VALVE VAULTS	198.00	
172739	007596	01		02/28/2011	510-6056-502.40-29	SEWER REPAIR	238.00	
						VENDOR TOTAL *	568.00	
0011896	KIMBALL MIDWEST							
1823952	007248	01		02/28/2011	110-6042-433.50-16	SNOW BOLTS/NUTS	63.58	
1834074	007720	01		02/28/2011	110-6042-433.50-16	TRK/PARTS PW169,PW75	88.21	
1831182	007721	01		02/28/2011	110-6042-433.50-16	SNOW HARDWARE	72.05	
1827410	007718	01		02/28/2011	110-6047-512.50-16	NUTS/BOLTS/SUPPLIES	274.09	
1834521	007719	01		02/28/2011	110-6047-512.50-16	NUTS/BOLTS/SUPPLIES	356.40	
						VENDOR TOTAL *	854.33	
0015660	KINGS POINT TRUCK LANE							
22294	007316	01		02/28/2011	110-6047-512.50-16	PW-119 TEST LANE	25.00	
						VENDOR TOTAL *	25.00	
0019546	KOHLSTEDT LAW FIRM							
25721	007583	01		02/28/2011	110-0000-316.00-00	TRANSFER STAMP REFUND	379.50	
						VENDOR TOTAL *	379.50	
0019539	KOSSOFF, SINCLAIR							
01062011	007348	01		02/28/2011	110-0081-415.30-32	IAFF ARBITRATOR FEE	400.00	
						VENDOR TOTAL *	400.00	
0017617	L E A DATA TECHNOLOGIES							
08-0090-04	007791	01		02/28/2011	110-5030-421.40-33	SOFTWARE UPGRADE	30.00	
						VENDOR TOTAL *	30.00	
0016626	LAI, LTD							
9370	007801	01		02/28/2011	510-6052-501.50-18	CHLORINE DETECTOR REPLACE	2,625.15	
						VENDOR TOTAL *	2,625.15	
0002524	LAW BULLETIN							
1403674	007261	01		02/28/2011	110-5030-421.30-98	PROFESSIONAL SVC	95.00	
						VENDOR TOTAL *	95.00	
0013313	LEACH ENTERPRISES, INC							
915886	007315	01		02/28/2011	110-6047-512.50-16	STOCK	81.90	
916307	007409	01		02/28/2011	110-6047-512.50-16	FILTERS	53.64	
916601	007888	01		02/28/2011	110-6047-512.50-16	FILTERS	121.24	
916744	007889	01		02/28/2011	110-6047-512.50-16	FILTERS	38.58	
						VENDOR TOTAL *	295.36	
0019332	LEDONNE TRUE VALUE HARDWARE 0012-5							
B113186	007797	01		02/28/2011	510-6057-502.50-01	SNOW BLOWER REPAIR	35.09	
B113279	007798	01		02/28/2011	510-6057-502.50-08	SNOW BLOWER REPAIR	35.91	
						VENDOR TOTAL *	71.00	
0017643	LIGHT BULB DEPOT 28 LLC							

PREPARED 02/28/2011, 10:59:18  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS  
 CITY

EXPENDITURE APPROVAL LIST  
 AS OF: 02/28/2011 CHECK DATE: 03/10/2011

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
0017643 11228835	LIGHT BULB DEPOT 28 LLC 007593		01 02/28/2011	110-6044-435.40-26	LAMPS	222.12	
						VENDOR TOTAL *	222.12
0000509 02/1-02/17/11	LILJEBERG, GLEN R. 007728		01 02/28/2011	110-0086-453.30-52	CATV PROF SVCS	182.00	
						VENDOR TOTAL *	182.00
0006582 66518	LUND INDUSTRIES, INC 007314		01 02/28/2011	110-5030-421.40-98	DVR INSTALL, PD1,2,17	60.14	
						VENDOR TOTAL *	60.14
0019554 562 MITCHELL	LUU, TRAM 007816		01 02/28/2011	510-6056-502.30-89	OVERHEAD SEWER PROGRAM	3,687.50	
						VENDOR TOTAL *	3,687.50
0000617 48066 48067 48130 48065 48131	M & M REPORTING, INC 007343 007345 007346 007347 007414		01 02/28/2011 01 02/28/2011 01 02/28/2011 01 02/28/2011 01 02/28/2011	110-3015-414.30-13 110-3015-414.30-13 110-3015-414.30-13 110-3015-414.30-13 110-3015-414.30-13	COURT REPORTING COURT REPORTING COURT REPORTING COURT REPORTING COURT REPORTING	325.00 223.00 1,381.00 204.00 125.00	
						VENDOR TOTAL *	2,258.00
0007486 726046	MAMMA MARIA'S PIZZA 007587		01 02/28/2011	110-5030-421.60-08	MEETING REFRESHMENTS	45.60	
						VENDOR TOTAL *	45.60
0007176 07128477	MCCANN INDUSTRIES INC 007313		01 02/28/2011	110-6047-512.50-16	PW-22	82.35	
						VENDOR TOTAL *	82.35
0001049 08611797999 08611797999 08611797999 08611797999 08611797999 08611797999 08611797999 08611797999 08611797999 08611797999 08611797999 08611797999 08611797999 08611797999	MCI 007166 007155 007156 007164 007165 007157 007158 007159 007160 007161 007162 007163		01 02/28/2011 01 02/28/2011	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	.96 23.98 53.71 1.89 50.00 11.52 9.09 2.27 62.99 22.74 21.29 6.99	
						VENDOR TOTAL *	267.43
0002941 76691563	MCMMASTER-CARR SUPPLY CO-A/P ADDRESS 007667		01 02/28/2011	110-4020-422.50-01	MAP BOX MODIFICATION	31.86	

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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						
77207919	007665		01 02/28/2011	110-5030-421.50-01	BOOT SCRAPER	49.37	
77207915	007666		01 02/28/2011	110-5030-421.50-01	PUMP VALVE REPLACEMENT	50.80	
76695189	007244		01 02/28/2011	110-6042-433.50-16	PLOW WHEELS	343.34	
76684419	007245		01 02/28/2011	110-6042-433.50-16	STOCK, PW-34, PW-51	326.50	
77450371	007660		01 02/28/2011	110-6042-433.50-16	TRK/PARTS PW75, PW169	197.20	
77445917	007661		01 02/28/2011	110-6042-433.50-16	TRK/PARTS PW75, PW169	202.01	
77340596	007662		01 02/28/2011	110-6042-433.50-16	TRK/PARTS PW75, PW169	109.10	
77212438	007663		01 02/28/2011	110-6042-433.50-16	TRK/PARTS PW75, PW169	670.32	
77344723	007367		01 02/28/2011	110-6044-435.40-98	OTHER SUPPLIES	152.51	
74279650	007898		01 02/28/2011	110-6044-435.40-98	RETURNED MERCHANDISE	8.82	
77588089	007664		01 02/28/2011	110-6046-418.50-01	FOUNTAIN REPAIR	498.42	
76801930	007312		01 02/28/2011	110-6047-512.40-98	SHOP SUPPLIES	92.84	
77839562	007807		01 02/28/2011	510-6057-502.50-01	BOILER REPAIR	125.66	
77976233	007808		01 02/28/2011	510-6057-502.40-98	STAIRS REPLACEMENT	265.86	
					VENDOR TOTAL *	3,106.97	
0017099	MEISZNER, JOHN						
01312011	007147		01 02/28/2011	110-6040-431.60-37	EXPENSE REIMBURSEMENT	225.00	
					VENDOR TOTAL *	225.00	
0000366	MEL'S ACE HARDWARE						
415288/4	007630		01 02/28/2011	110-5030-421.50-01	FASTENERS	.61	
415509/4	007246		01 02/28/2011	110-6042-433.50-16	PW-75, PW-169	26.99	
415530/4	007247		01 02/28/2011	110-6042-433.50-16	PW-75/PW-169 TOOL	6.29	
415554/4	007148		01 02/28/2011	110-6043-434.40-98	REPLACEMENT TOOL	11.68	
415540/4	007149		01 02/28/2011	110-6043-434.40-98	REPLACE BROKEN DOOR HOLD	7.19	
415485/4	007631		01 02/28/2011	110-6046-418.50-01	PICTURE HANGING SUPPLIES	21.57	
415559/4	007412		01 02/28/2011	510-6052-501.40-98	RETURNED MERCHANDISE	6.98	
415588/4	007806		01 02/28/2011	510-6057-502.50-01	SKYLIGHT LEAK REPAIR	43.13	
					VENDOR TOTAL *	110.48	
0007591	MENARDS - HILLSIDE						
15783	007817		01 02/28/2011	110-5030-421.50-01	CART MATERIALS	108.29	
					VENDOR TOTAL *	108.29	
0000368	METRO PARAMEDIC SERVICES, INC						
278-001103	007818		01 02/28/2011	110-0084-442.30-01	AMBULANCE SVC/MARCH 2011	10,555.50	
					VENDOR TOTAL *	10,555.50	
0007364	METROPOLITAN LIFE INSURANCE CO						
00122	007605		01 02/28/2011	110-1001-411.20-05	DENTAL INS	296.15	
00122	007606		01 02/28/2011	110-2006-413.20-05	DENTAL INS	974.77	
00122	007607		01 02/28/2011	110-2007-413.20-05	DENTAL INS	207.31	
00122	007608		01 02/28/2011	110-2008-413.20-05	DENTAL INS	434.08	
00122	007609		01 02/28/2011	110-3015-414.20-05	DENTAL INS	123.54	
00122	007610		01 02/28/2011	110-4020-422.20-05	DENTAL INS	3,686.69	
00122	007611		01 02/28/2011	110-4025-424.20-05	DENTAL INS	595.69	
00122	007612		01 02/28/2011	110-5030-421.20-05	DENTAL INS	6,128.77	

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VEND NO	VENDOR NAME	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT OR
INVOICE	VOUCHER	NO		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0007364	METROPOLITAN LIFE					INSURANCE CO		
00122	007613	01	01	02/28/2011	110-6040-431.20-05	DENTAL INS	1,648.31	
00122	007615	01	01	02/28/2011	110-7060-451.20-05	DENTAL INS	240.31	
00122	007616	01	01	02/28/2011	210-8070-452.20-05	DENTAL INS	1,215.08	
00122	007617	01	01	02/28/2011	510-6050-501.20-05	DENTAL INS	247.08	
00122	007618	01	01	02/28/2011	510-6055-502.20-05	DENTAL INS	126.92	
00122	007619	01	01	02/28/2011	530-0088-503.20-05	DENTAL INS	143.74	
						VENDOR TOTAL *	16,068.44	
0008503	MIDWAY TRUCK PARTS							
735179	007307	01	01	02/28/2011	110-6047-512.50-16	STOCK EXHAUST PARTS	52.64	
735206	007308	01	01	02/28/2011	110-6047-512.50-16	MERCHANDISE RETURN	34.36	
735264	007309	01	01	02/28/2011	110-6047-512.50-16	STOCK EXHAUST PARTS	47.88	
735207	007310	01	01	02/28/2011	110-6047-512.50-16	STOCK	44.88	
735347	007311	01	01	02/28/2011	110-6047-512.50-16	PW-25, PW-76	103.90	
735616	007712	01	01	02/28/2011	110-6047-512.50-16	TRK/PARTS PW75	52.58	
						VENDOR TOTAL *	267.52	
0014123	MIDWEST OFFICE INTERIORS, INC							
247720	007783	01	01	02/28/2011	510-6052-501.40-31	FILE CABINET	822.44	
						VENDOR TOTAL *	822.44	
0017125	MIDWEST OPERATING ENGRS					BENEFITS		
APRIL 2011	007856	01	01	02/28/2011	110-6040-431.20-04	HEALTH INS	46,250.00	
APRIL 2011	007858	01	01	02/28/2011	510-6050-501.20-04	HEALTH INS	22,350.00	
APRIL 2011	007857	01	01	02/28/2011	510-6055-502.20-04	HEALTH INS	14,850.00	
						VENDOR TOTAL *	83,450.00	
0006434	MONROE TRUCK EQUIPMENT							
289028	007711	01	01	02/28/2011	110-6042-433.50-16	TRK/PARTS PW15	78.40	
						VENDOR TOTAL *	78.40	
0015510	MORTON GROVE AUTOMOTIVE WEST							
49264	007228	01	01	02/28/2011	110-6047-512.50-16	PW-15	185.00	
						VENDOR TOTAL *	185.00	
0007257	MOTION INDUSTRIES, INC							
IL10-433072	007809	01	01	02/28/2011	510-6057-502.50-08	COMPRESSOR RPAIR	84.84	
						VENDOR TOTAL *	84.84	
0000378	MOTOROLA - COLLECTION					CTR DR		
90554945	007305	01	01	02/28/2011	110-5030-421.40-98	HT1000 RADIO PARTS/PD-6	44.85	
90554945	007306	01	01	02/28/2011	110-5030-421.40-41	HT1000 RADIO PARTS/PD-6	22.78	
						VENDOR TOTAL *	67.63	
0007611	MUSCARI, NICHOLAS E							
MR Refund	MR	01	01	02/23/2011	110-0000-115.07-01	MUSCARI, NICHOLAS E	500.00	
						VENDOR TOTAL *	500.00	
0000392	NCL EQPT SPECIALTIES 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
0000392 9595	NCL EQPT SPECIALTIES INC 007151		01 02/28/2011	110-6041-432.40-52	STREET & ALLY MAINTENANCE	322.40	
					VENDOR TOTAL *	322.40	
0013322 166507	NEPM - ASI # 279381 007923		01 02/28/2011	110-4020-422.60-25	JR FIRE HELMETS	1,162.50	
					VENDOR TOTAL *	1,162.50	
0011644 N272217	NEPTUNE TECHNOLOGY GROUP INC 007579		01 02/28/2011	510-6052-501.40-68	WATER METERS	3,942.30	
					VENDOR TOTAL *	3,942.30	
0004015 973007	NEUCO, INC 007802		01 02/28/2011	510-6057-502.50-01	THERMOSTAT	143.11	
					VENDOR TOTAL *	143.11	
0005845	NICOR GAS						
26-13-75-0650	2007170		01 02/28/2011	110-4020-422.30-29	MONTHLY GAS	102.83	
54-23-78-0000	5007174		01 02/28/2011	110-4020-422.30-29	MONTHLY GAS	1,280.17	
02-25-68-0000	0007173		01 02/28/2011	110-6046-418.30-29	MONTHLY GAS	623.13	
39-23-24-0000	0007385		01 02/28/2011	110-7060-451.30-29	MONTHLY GAS	234.57	
52-71-78-0000	8007168		01 02/28/2011	510-6056-502.30-29	MONTHLY GAS	43.61	
99-81-68-0000	9007169		01 02/28/2011	510-6056-502.30-29	MONTHLY GAS	202.93	
43-64-24-0000	6007171		01 02/28/2011	510-6056-502.30-29	MONTHLY GAS	122.20	
75-23-24-0000	4007172		01 02/28/2011	510-6056-502.30-29	MONTHLY GAS	196.18	
53-33-68-0000	7007840		01 02/28/2011	510-6057-502.30-29	MONTHLY GAS	15,091.96	
					VENDOR TOTAL *	17,897.58	
0002011 02/17/2011	NORTHWEST POLICE ACADEMY - PALATINE 007581		01 02/28/2011	110-5030-421.60-11	TRAINING CLASS	75.00	
					VENDOR TOTAL *	75.00	
0018147 GM00040503	NOVAPRO RISK SOLUTIONS, LP 007349		01 02/28/2011	110-0082-416.60-28	JANUARY 2011 CLAIM FEES	300.00	
					VENDOR TOTAL *	300.00	
0003578 45884	O'HARE TRUCK SERVICE INC 007426		01 02/28/2011	110-6042-433.40-98	TOWING SVCS	100.00	
					VENDOR TOTAL *	100.00	
0008640	OFFICE DEPOT						
552359577001	007906		01 02/28/2011	110-2006-413.40-33	SUPPLIES	45.49	
552359577001	007907		01 02/28/2011	110-6040-431.40-33	SUPPLIES	49.81	
552361122001	007908		01 02/28/2011	110-6040-431.40-33	SUPPLIES	7.24	
					VENDOR TOTAL *	102.54	
0004957 02/14-02/15/11	PANICO, DOMINIC 007580		01 02/28/2011	110-5030-421.60-54	EXPENSE REIMBURSEMENT	37.75	
					VENDOR TOTAL *	37.75	
0008717	PAT KEAN'S FRIENDLY FORD						

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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
0008717	PAT KEAN'S FRIENDLY FORD						
164669	007322		01 02/28/2011	110-6047-512.50-16	E-9	57.39	
164813	007751		01 02/28/2011	110-6047-512.50-16	TRK/PARTS PW26	6.88	
					VENDOR TOTAL *	64.27	
0000419	PATTEN INDUSTRIES INC #774539						
P60C0221809	007710		01 02/28/2011	110-6047-512.50-16	TRK/PARTS PW75	106.61	
					VENDOR TOTAL *	106.61	
0006912	PETRICIG, PHILIP J						
02/1-02/17/11	007724		01 02/28/2011	110-0086-453.30-52	CATV PROF SVCS	132.00	
					VENDOR TOTAL *	132.00	
0005900	PETTIBONE & CO, P F						
22165	007268		01 02/28/2011	110-5030-421.60-98	MEMORIAL PLAQUE	145.00	
					VENDOR TOTAL *	145.00	
0018798	PIONEER TIRE REPAIR						
228	007304		01 02/28/2011	110-6047-512.50-20	TIRE SUPPLIES	49.10	
					VENDOR TOTAL *	49.10	
0019416	PITNEY BOWES INC - PITTSBURGH						
617993	007905		01 02/28/2011	110-2006-413.40-31	EQUIP MAINT	241.27	
					VENDOR TOTAL *	241.27	
0019558	PK SPECIALTEES						
02/22/2011	007878		01 02/28/2011	110-7060-451.40-43	CONSIGNMENT MERCHANDISE	60.00	
					VENDOR TOTAL *	60.00	
0008318	POLI, ANTHONY						
02/14/2011	007425		01 02/28/2011	110-5030-421.60-70	EXPENSE REIMBURSEMENT	127.77	
					VENDOR TOTAL *	127.77	
0013302	PRECISION CONTROL SYSTEMS OF						
16494	007821		01 02/28/2011	110-5030-421.30-98	HVAC CONTROL MAINT FEE	262.00	
					VENDOR TOTAL *	262.00	
0014926	PRECISION LUBRICANTS (MID-TOWN)						
413101	007232		01 02/28/2011	110-6047-512.40-34	BULK TANK HYD OIL	849.15	
413098	007233		01 02/28/2011	110-6047-512.40-34	MULTI USE TRANS OIL	809.73	
413099	007234		01 02/28/2011	110-6047-512.40-34	SHOP HOIST & PW-166	539.43	
413102	007302		01 02/28/2011	110-6047-512.40-34	BULK MOTOR OIL	259.50	
413100	007303		01 02/28/2011	110-6047-512.40-34	BULK MOTOR OIL	424.16	
					VENDOR TOTAL *	2,881.97	
0019551	PRESSURE SOLUTIONS, INC						
75	007709		01 02/28/2011	110-6047-512.40-98	WASH BAY REPAIRS	397.59	
					VENDOR TOTAL *	397.59	
0014616	PRINTWISE						

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
0014616 4903	PRINTWISE 007787		01	02/28/2011	110-3015-414.60-45	POSTCARDS/ENVELOPES	141.50	
VENDOR TOTAL *							141.50	
0000444	PROSAFETY INC							
1/145230	007377		01	02/28/2011	110-6041-432.40-98	OTHER SUPPLIES	15.74	
2/687000	007432		01	02/28/2011	110-6041-432.40-98	SUPPLIES	16.99	
1/145230	007378		01	02/28/2011	110-6043-434.40-98	OTHER SUPPLIES	15.74	
2/687000	007433		01	02/28/2011	110-6043-434.40-98	SUPPLIES	16.99	
1/145230	007379		01	02/28/2011	110-6044-435.40-98	OTHER SUPPLIES	15.73	
2/687000	007434		01	02/28/2011	110-6044-435.40-98	SUPPLIES	16.99	
1/145230	007380		01	02/28/2011	110-6046-418.40-98	OTHER SUPPLIES	15.73	
1/145230	007381		01	02/28/2011	110-6047-512.40-98	OTHER SUPPLIES	15.73	
1/145230	007382		01	02/28/2011	510-6052-501.40-98	OTHER SUPPLIES	15.73	
2/687000	007435		01	02/28/2011	510-6052-501.40-98	SUPPLIES	16.99	
1/145230	007383		01	02/28/2011	510-6057-502.40-98	OTHER SUPPLIES	15.73	
2/687000	007436		01	02/28/2011	510-6057-502.40-98	SUPPLIES	16.99	
VENDOR TOTAL *							195.08	
0010820	RADABAUGH, MARK							
02/1-02/17/11	007726		01	02/28/2011	110-0086-453.30-52	CATV PROF SVCS	144.00	
VENDOR TOTAL *							144.00	
0019492	RB ENTERPRISES - AURORA							
98136	007429		01	02/28/2011	110-6042-433.30-72	SNOW REMOVAL	370.00	
98313	007430		01	02/28/2011	110-6042-433.30-72	SNOW REMOVAL	4,526.00	
98314	007431		01	02/28/2011	110-6042-433.30-72	SNOW REMOVAL	1,806.75	
VENDOR TOTAL *							6,702.75	
0016300	RB ENTERPRISES - ST CHARLES							
98900	007832		01	02/28/2011	110-6042-433.30-72	SNOW REMOVAL	438.00	
98992	007833		01	02/28/2011	110-6042-433.30-72	SNOW REMOVAL	365.00	
99253	007834		01	02/28/2011	110-6042-433.30-72	SNOW REMOVAL	438.00	
99482	007835		01	02/28/2011	110-6042-433.30-72	SNOW REMOVAL	858.00	
99483	007836		01	02/28/2011	110-6042-433.30-72	SNOW REMOVAL	370.00	
VENDOR TOTAL *							2,469.00	
0008558	RED WING SHOE STORE-DOWNERS GROVE							
450000004139	007925		01	02/28/2011	110-4020-422.60-98'	FOOTWEAR	197.23	
VENDOR TOTAL *							197.23	
0004402	REGIONAL TRUCK EQPT CO							
170821	007231		01	02/28/2011	110-6042-433.50-16	STOCK	359.47	
VENDOR TOTAL *							359.47	
0008861	ROYAL RECOGNITION							
11-11323	007558		01	02/28/2011	110-2007-413.60-23	SERVICE AWARDS	211.76	
11-11401	007559		01	02/28/2011	110-2007-413.60-23	SERVICE AWARDS	367.08	
11-11471	007859		01	02/28/2011	110-2007-413.60-23	SERVICE AWARD	141.22	

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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
0008861	ROYAL RECOGNITION						
					VENDOR TOTAL *	720.06	
0006411 910741	RUSSO'S POWER EQPT 007150		01 02/28/2011	110-6041-432.40-53	TOOL	45.98	
					VENDOR TOTAL *	45.98	
0019559 03/17/2011	RYMARZ, LYNN 007876		01 02/28/2011	110-7060-451.60-65	SPEAKER	250.00	
					VENDOR TOTAL *	250.00	
0001751 3359610 RI 3359610 RI	S & S INDUSTRIAL SUPPLY 007589 007590		01 02/28/2011 01 02/28/2011	110-4020-422.40-24 110-6046-418.40-24	SUPPLIES SUPPLIES	83.59 83.59	
					VENDOR TOTAL *	167.18	
0005250 79328	SCBAS, INC 007918		01 02/28/2011	110-4020-422.50-08	AIR PACKS REPAIR	52.71	
					VENDOR TOTAL *	52.71	
0010169 71923	SEAWAY SUPPLY 007359		01 02/28/2011	110-6046-418.40-24	JANITORIAL SUPPLIES	360.00	
					VENDOR TOTAL *	360.00	
0000481 109908 110071	SERVICE SPRING 007301 007705		01 02/28/2011 01 02/28/2011	110-6047-512.50-02 110-6047-512.50-02	PW-9 REPAIRS/PW38	331.71 1,007.07	
					VENDOR TOTAL *	1,338.78	
0012572 8427-2 4967-9	SHERWIN-WILLIAMS CO - VILLA PARK 007658 007659		01 02/28/2011 01 02/28/2011	110-6046-418.50-01 110-6046-418.50-01	PAINT PAINT	35.57 30.08	
					VENDOR TOTAL *	65.65	
0001674 92335 92336 92337	SHORE GALLERIES 007422 007423 007424		01 02/28/2011 01 02/28/2011 01 02/28/2011	110-5030-421.40-01 110-5030-421.40-01 110-5030-421.40-01	AMMUNITION AMMUNITION AMMUNITION	4,033.05 4,033.05 1,980.00	
					VENDOR TOTAL *	10,046.10	
0000486 56508	SICALCO LTD 007886		01 02/28/2011	110-6042-433.40-47	CHLORIDE/ABRASIVES	2,445.86	
					VENDOR TOTAL *	2,445.86	
0001868 14221	SMITH ECOLOGICAL 007800		01 02/28/2011	510-6052-501.50-18	CHLORINE DETECTOR	1,737.86	
					VENDOR TOTAL *	1,737.86	
0000740	STANDARD EQPT CO						

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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
0000740	STANDARD EQPT CO						
C62192	007706		01 02/28/2011	110-6042-433.50-16	SWING FRAME/HOSE	676.03	
C62069	007707		01 02/28/2011	110-6042-433.50-16	HEX NUT	40.95	
C62628	007708		01 02/28/2011	110-6042-433.50-16	RETURNED MERCHANDISE	590.56-	
					VENDOR TOTAL *	126.42	
0017966	STORINO, RAMELLO & DURKIN						
53608	007507		01 02/28/2011	110-0081-415.30-32	PROFESSIONAL SVCS	378.00	
53608	007509		01 02/28/2011	110-0081-415.30-36	PROFESSIONAL SVCS	22,564.60	
53611	007515		01 02/28/2011	110-0081-415.30-32	PROFESSIONAL SVCS	1,326.50	
53612	007518		01 02/28/2011	110-0081-415.30-36	PROFESSIONAL SVCS	694.50	
53613	007521		01 02/28/2011	110-0081-415.30-16	PROFESSIONAL SVCS	1,036.00	
53614	007525		01 02/28/2011	110-0081-415.30-36	PROFESSIONAL SVCS	1,330.00	
53648	007532		01 02/28/2011	110-0081-415.30-32	PROFESSIONAL SVCS	2,511.25	
53649	007535		01 02/28/2011	110-0081-415.30-32	PROFESSIONAL SVCS	498.75	
53616	007536		01 02/28/2011	110-0081-415.30-36	PROFESSIONAL SVCS	525.00	
53650	007537		01 02/28/2011	110-0081-415.30-32	PROFESSIONAL SVCS	43.75	
53651	007538		01 02/28/2011	110-0081-415.30-32	PROFESSIONAL SVCS	481.25	
53484	007539		01 02/28/2011	110-0081-415.30-36	PROFESSIONAL SVCS	87.50	
53652	007540		01 02/28/2011	110-0081-415.30-32	PROFESSIONAL SVCS	43.75	
53653	007541		01 02/28/2011	110-0081-415.30-32	PROFESSIONAL SVCS	1,086.75	
53654	007542		01 02/28/2011	110-0081-415.30-32	PROFESSIONAL SVCS	603.75	
53608	007504		01 02/28/2011	110-1003-412.30-36	PROFESSIONAL SVCS	1,400.00	
53609	007513		01 02/28/2011	310-0089-461.30-52	PROFESSIONAL SVCS	551.25	
53610	007514		01 02/28/2011	310-0089-461.30-52	PROFESSIONAL SVCS	175.00	
53615	007528		01 02/28/2011	320-0090-462.30-52	PROFESSIONAL SVCS	262.50	
					VENDOR TOTAL *	35,600.10	
0002624	SUBURBAN BUILDING OFFICIALS (SBOC)						
3/4-25/11	007614		01 02/22/2011	110-4025-424.60-11	TRAINING REGISTRATIONS	CHECK #: 141649	990.00
					VENDOR TOTAL *	.00	990.00
0008228	SUBURBAN LABORATORIES INC						
6697	007812		01 02/28/2011	510-6051-501.30-33	LAB TESTING	432.00	
7021	007813		01 02/28/2011	510-6051-501.30-33	LAB TESTING	234.00	
6921	007810		01 02/28/2011	510-6057-502.30-33	LAB TESTING	608.50	
6781	007811		01 02/28/2011	510-6057-502.30-33	LAB TESTING	568.50	
					VENDOR TOTAL *	1,843.00	
0004998	SUCONIK SHIRLEY						
000025029	UT		01 02/28/2011	510-0000-113.02-00	UB CR REFUND	54.26	
					VENDOR TOTAL *	54.26	
0000687	SUNDBERG CO, C E						
63980	007825		01 02/28/2011	110-4020-422.50-01	WASHER REPAIR/MOTOR	127.50	
					VENDOR TOTAL *	127.50	
0019418	SURE LUBRICANTS						
412956	007803		01 02/28/2011	510-6057-502.40-34	OIL	472.38	

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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
0019418 413070	SURE LUBRICANTS 007804		01 02/28/2011	510-6057-502.40-34	OIL	1,048.93	
					VENDOR TOTAL *	1,521.31	
0016618 2126193	TAM TRUCKING, INC 007786		01 02/28/2011	110-6042-433.30-72	SNOW REMOVAL	38,037.00	
					VENDOR TOTAL *	38,037.00	
0000523 26800-00 23541-00	TERMINAL SUPPLY CO 007704 007277		01 02/28/2011 01 02/28/2011	110-5030-421.40-98 110-6047-512.40-53	RESTOCKING SUPPLIES STOCK TOOLS/SUPPLIES	27.00 335.00	
					VENDOR TOTAL *	362.00	
0008999 13290 13293	THIRD MILLENNIUM ASSOCS, INC 007584 007585		01 02/28/2011 01 02/28/2011	110-6040-431.40-65 110-6040-431.40-65	ANNUAL SOFTWARE MAINT MONTHLY FEE	995.00 225.00	
					VENDOR TOTAL *	1,220.00	
0000528 11-0529 11-0301	THOMPSON ELEVATOR INSPECTION SVC 007926 007823		01 02/28/2011 01 02/28/2011	110-4025-424.30-12 530-0088-503.30-25	ELEVATOR PLAN REVIEW INSPECTION FEE	120.00 55.00	
					VENDOR TOTAL *	175.00	
0000150 759785	THYSSENKRUPP ELEVATOR CORP 007822		01 02/28/2011	530-0088-503.30-25	QUARTERLY MAINT FEE	1,899.31	
					VENDOR TOTAL *	1,899.31	
0017950 125639 125640 125641 125642 125793	TODD, MICHAEL & CO, INC 007713 007714 007715 007716 007717		01 02/28/2011 01 02/28/2011 01 02/28/2011 01 02/28/2011 01 02/28/2011	110-6042-433.50-16 110-6042-433.50-16 110-6042-433.50-16 110-6042-433.50-16 110-6042-433.50-16	TRK/PARTS PW89 TRK/PARTS PW19 STOCK TRK/PARTS PW51 TRK/PARTS PW118,PW25,PW76	216.80 216.80 216.80 216.80 448.26	
					VENDOR TOTAL *	1,315.46	
0014503 02/13-02/18/11	TORZA, DANIEL 007789		01 02/28/2011	110-5030-421.60-11	EXPENSE REIMBURSEMENT	94.40	
					VENDOR TOTAL *	94.40	
0012651 10668	TRAFFCO PRODUCTS, LLC 007894		01 02/28/2011	110-6044-435.40-98	STREET LIGHT CABINETS	661.40	
					VENDOR TOTAL *	661.40	
0000403 6152114 6152121 6151946 6152130 6152268	TRANSCHICAGO TRUCK GROUP AND 007236 007237 007235 007238 007239		01 02/28/2011 01 02/28/2011 01 02/28/2011 01 02/28/2011 01 02/28/2011	110-6042-433.50-16 110-6042-433.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16	EMERGENCY SUPPLIES AIR FILTERS PW-38 PW-27 PW-9	542.12 124.52 98.39 54.15 158.62	

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
0000403	TRANSCHICAGO TRUCK	GROUP AND						
6152271	007240	01		02/28/2011	110-6047-512.50-16	PW-64	207.78	
6152610	007241	01		02/28/2011	110-6047-512.50-16	PW-38	4.29	
6152699	007242	01		02/28/2011	110-6047-512.50-16	PW-34	19.26	
6152700	007243	01		02/28/2011	110-6047-512.50-16	PW-83	167.98	
6153660	007402	01		02/28/2011	110-6047-512.50-16	PARTS/SUPPLIES	258.96	
6153382	007700	01		02/28/2011	110-6047-512.50-16	TRK/PARTS PW44	16.03	
6153383	007701	01		02/28/2011	110-6047-512.50-16	TRK/PARTS PW84	136.33	
6153597	007702	01		02/28/2011	110-6047-512.50-16	TRK/PARTS PW136	14.12	
6153599	007703	01		02/28/2011	110-6047-512.50-16	STOCK	14.12	
						VENDOR TOTAL *	1,816.67	
0019555	TREDEAU, WILLIAM							
25714	007792	01		02/28/2011	110-0000-316.00-00	TRANSFER STAMP REFUND	765.00	
						VENDOR TOTAL *	765.00	
0000536	TREE TOWNS REPROGRAPHICS, INC							
0000156782	007893	01		02/28/2011	110-6046-418.50-01	DIGITAL BOND COPY	22.68	
0000156275	007872	01		02/28/2011	110-7060-451.60-39	TUBE MAILER/SCANNER/POSTE	288.30	
0000156338	007873	01		02/28/2011	110-7060-451.60-39	BINDERS/COLOR PRINTS	43.60	
						VENDOR TOTAL *	354.58	
0000538	TRI-STATE HYDRAULICS INC							
319376	007230	01		02/28/2011	110-6042-433.50-16	PW-6	215.17	
319408	007699	01		02/28/2011	110-6042-433.50-16	TRK/PARTS PW75,PW169	204.68	
						VENDOR TOTAL *	419.85	
0003805	ULINE INC							
36416859	007271	01		02/28/2011	110-5030-421.40-98	OFFICE SUPPLIES	147.64	
						VENDOR TOTAL *	147.64	
0019534	UNIFIRST CORP							
081 0670999	007437	01		02/28/2011	110-6041-432.40-62	UNIFORM SUPPLIES	104.00	
081 0672998	007900	01		02/28/2011	110-6041-432.40-62	UNIFORM SUPPLIES	104.00	
081 0670999	007438	01		02/28/2011	510-6052-501.40-62	UNIFORM SUPPLIES	104.00	
081 0672998	007901	01		02/28/2011	510-6052-501.40-62	UNIFORM SUPPLIES	104.00	
						VENDOR TOTAL *	416.00	
0015470	UNIFORMITY INC							
IN191300	007909	01		02/28/2011	110-4020-422.40-62	UNIFORM SUPPLIES	68.80	
IN191301	007910	01		02/28/2011	110-4020-422.40-62	UNIFORM SUPPLIES	92.85	
						VENDOR TOTAL *	161.65	
0003709	UNIQUE PRODUCTS & SERV CORP							
216637	007830	01		02/28/2011	110-6046-418.40-98	FLOOR SQUEEGEES	40.00	
216899	007883	01		02/28/2011	110-6046-418.40-24	SUPPLIES	488.31	
						VENDOR TOTAL *	528.31	
0007191	UNITED STATES POSTAL SERVICE-METER							

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
0007191 2011	UNITED STATES POSTAL SERVICE-METER 007620		01 02/22/2011	110-6040-431.30-49	VEHICLE STICKER MAILING	CHECK #: 141650	8,245.72
					VENDOR TOTAL *	.00	8,245.72
0005115 6737 6737 6761 6761	UNIVERSAL TAXI DISPATCH, INC 007633 007634 007860 007861		01 02/28/2011 01 02/28/2011 01 02/28/2011 01 02/28/2011	110-0083-443.60-49 110-0083-443.60-19 110-0083-443.60-49 110-0083-443.60-19	SENIOR CITIZEN TAXI SVC DISABLED CITIZEN TAXI SVC SENIOR CITIZEN TAXI SVC DISABLED CITIZEN TAXI SVC	788.30 11.40 544.60 13.40	
					VENDOR TOTAL *	1,357.70	
0001090 992142-00	UNIVERSITY PRODUCTS, INC. 007875		01 02/28/2011	110-7060-451.40-98	COLLECTIONS SUPPLIES	118.52	
					VENDOR TOTAL *	118.52	
0017465 00005A30E3061 00005A30E3061 00005A30E3071 00005A30E3071	UPS SHIPPER 5A30E3 007363 007364 007591 007592		01 02/28/2011 01 02/28/2011 01 02/28/2011 01 02/28/2011	110-2008-413.30-49 110-6044-435.40-98 110-6047-512.40-98 510-6057-502.40-98	POSTAGE POSTAGE SHIPPING FEES SHIPPING FEES	8.65 16.43 46.64 5.78	
					VENDOR TOTAL *	77.50	
0000550 02/1-02/17/11	URICK, EUGENIE 007733		01 02/28/2011	110-0086-453.30-52	CATV PROF SVCS	406.25	
					VENDOR TOTAL *	406.25	
0014788 2527238942	VERIZON WIRELESS 007355		01 02/28/2011	110-2008-413.30-98	MONTHLY PHONE	1,330.35	
					VENDOR TOTAL *	1,330.35	
0000560 01758128 01763810	VILLA PARK ELECTRICAL SUPPLY 007896 007897		01 02/28/2011 01 02/28/2011	110-6044-435.40-53 110-6044-435.40-98	PLIERS BALLAST REPLACEMENT	45.36 194.56	
					VENDOR TOTAL *	239.92	
0005071 31711210001	WALKER PARKING CONSULTANTS 007351		01 02/28/2011	530-0088-503.30-26	PROFESSIONAL SERVICES	2,590.00	
					VENDOR TOTAL *	2,590.00	
0015717 400181 400208 400209 400210 400836 400864 400865 401065	WENTWORTH TIRE-BENSENVILLE 007294 007295 007296 007297 007298 007299 007300 007698		01 02/28/2011 01 02/28/2011 01 02/28/2011 01 02/28/2011 01 02/28/2011 01 02/28/2011 01 02/28/2011 01 02/28/2011	110-6047-512.50-20 110-6047-512.50-20 110-6047-512.50-20 110-6047-512.50-20 110-6047-512.50-20 110-6047-512.50-20 110-6047-512.50-20 110-6047-512.50-20	PW-111 TIRE DISPOSALS STOCK/PW-8 PW-97 TIRE DISPOSALS PW-8 PW-41 TIRES/PW94	487.04 43.75 177.62 127.28 14.00 25.00 27.00 32.99	
					VENDOR TOTAL *	934.68	
0000576	WEST SUBURBAN OP, 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
0000576	WEST SUBURBAN OP, INC.							
112903	007167		01	02/28/2011	110-2006-413.40-33	OFFICE SUPPLIES	134.85	
111724	007269		01	02/28/2011	110-5030-421.40-33	OFFICE SUPPLIES	188.94	
111655	007270		01	02/28/2011	110-5030-421.40-33	OFFICE SUPPLIES	23.58	
112538	007407		01	02/28/2011	110-5030-421.40-31	MANUALS	34.08	
113265	007408		01	02/28/2011	110-5030-421.40-33	SUPPLIES	134.31	
113361	007586		01	02/28/2011	110-5030-421.40-33	PENS/INK CARTRIDGES	43.84	
113128	007403		01	02/28/2011	110-6040-431.40-33	SUPPLIES	35.06	
113128.1	007405		01	02/28/2011	110-6040-431.40-33	SUPPLIES	6.72	
113541	007903		01	02/28/2011	110-6040-431.40-33	SUPPLIES	7.05	
113128	007404		01	02/28/2011	510-6050-501.40-33	SUPPLIES	35.05	
113128.1	007406		01	02/28/2011	510-6050-501.40-33	SUPPLIES	6.71	
113541	007904		01	02/28/2011	510-6050-501.40-33	SUPPLIES	7.06	
						VENDOR TOTAL *	657.25	
0015020	WHITE KNIGHT DETAIL							
1727	007275		01	02/28/2011	110-6047-512.50-02	E-9 DETAIL	90.00	
						VENDOR TOTAL *	90.00	
0002838	WHOLESALE DIRECT							
000183008	007276		01	02/28/2011	110-6047-512.50-16	STOCK	110.40	
						VENDOR TOTAL *	110.40	
0010931	WORLD FUEL SERVICES							
357504	007784		01	02/28/2011	110-6047-512.40-18	DIESEL FUEL	25,452.18	
						VENDOR TOTAL *	25,452.18	
0007611	ZAFAR, AMBERINA							
MR Refund	MR		01	02/23/2011	110-0000-115.07-01	ZAFAR, AMBERINA	500.00	
						VENDOR TOTAL *	500.00	
0000582	ZENGERS INC							
1250124-1	007229		01	02/28/2011	110-6042-433.50-16	PW-25/76	9.28	
						VENDOR TOTAL *	9.28	
0000583	ZEP SALES & SERVICE							
30446195	007368		01	02/28/2011	110-6046-418.40-24	JANITORIAL SUPPLIES	172.66	
30446450	007366		01	02/28/2011	510-6057-502.40-24	JANITORIAL SUPPLIES	202.16	
						VENDOR TOTAL *	374.82	
0000585	ZIEBELL WATER SERVICE PRODUCTS							
211330-000	007413		01	02/28/2011	510-6052-501.50-12	WATERMAIN REPAIR/CLAMPS	1,856.85	
						VENDOR TOTAL *	1,856.85	
0009183	303 TAXI							
18388	007393		01	02/28/2011	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	2,728.30	
18388	007394		01	02/28/2011	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	69.00	
						VENDOR TOTAL *	2,797.30	

PREPARED 02/28/2011, 10:59:18  
PROGRAM: GM339L  
CITY OF ELMHURST, ILLINOIS  
CITY

EXPENDITURE APPROVAL LIST  
AS OF: 02/28/2011 CHECK DATE: 03/10/2011  
BANK: 01

VEND NO	VENDOR NAME	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT OR
INVOICE	VOUCHER	NO		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0009183								
						HAND ISSUED TOTAL ***		15,597.14
						TOTAL EXPENDITURES ****	969,171.23	15,597.14
					GRAND TOTAL *****			984,768.37



# 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

February 28, 2011

To: Mayor DiCianni and Members of the City Council

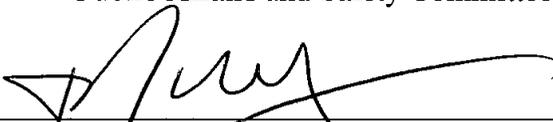
**RE: Disposition of Yield Sign Request  
Saylor Avenue and Wilson Street**

The Public Affairs and Safety Committee met on February 28, 2011 to discuss the status of the above referenced request for Yield Signs at the intersection of Saylor Avenue and Wilson Street.

In response to a resident request, the Engineering Division performed a study at the intersection of Saylor Avenue and Wilson Street. The request was for yield signs at the intersection. Staff review found moderate sight distance between 70 and 110 feet at this low-volume intersection. According to "Proposed Warrants for Low Volume Intersection Traffic Control", this intersection meets the warrants for two-way yield control. Staff recommends installing yield signs on the Wilson Street approaches to Saylor Avenue.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the appropriate ordinance be drafted and adopted by the City Council to install yield signs on the Wilson Street approaches to Saylor Avenue.

Respectfully submitted,  
Public Affairs and Safety Committee

  
Patrick Wagner, Chairman

  
Scott Levin

  
Paula Pezza

**PUBLIC AFFAIRS &  
SAFETY COMMITTEE**

agenda/pa&s/2011/yield signs Saylor and Wilson

Copies To All  
Elected Officials  
3-3-11

Mayor TPB Kopp  
Patty Spencer Atty  
2-24-11



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CITY TREASURER  
THOMAS P. BORCHERT  
CITY MANAGER

February 28, 2011

To: Mayor DiCianni and Members of the City Council

Re: **Community Bank of Elmhurst 4 on the 4<sup>th</sup> – 2011 Run**

The Public Affairs and Safety Committee met on February 28, 2011 to discuss the request from the Community Bank of Elmhurst to hold the 2011 running of the Community Bank of Elmhurst 4 on the 4<sup>th</sup> event on Monday, July 4, 2011 commencing at 7:15 a.m., with an 8:20 a.m. start for the Kids' Run. A representative from the Community Bank of Elmhurst will be available to answer the Committee's questions.

The Community Bank of Elmhurst would like to hold this event benefiting the Elmhurst Children's Assistance Foundation (ECAAF).

All streets will be reopened as soon as the last runner has passed by.

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

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

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Council approve the Community Bank of Elmhurst 4 on the 4<sup>th</sup> – 2011 Run to be held on Monday, July 4, 2011 commencing at 7:15 a.m., with an 8:20 a.m. start for Kids' Run.

Respectfully submitted,  
Public Affairs and Safety Committee

Patrick Wagner, Chairman

Scott Levin

agenda/PA&S/2011 reports/Community Bank 4 on the 4th

Paula Pezza

**PUBLIC AFFAIRS &  
SAFETY COMMITTEE**

Copies To All  
Elected Officials  
3-3-11

Mayor TPB Kepp  
Nubauer Jorner Atty  
2-24-11



# CITY OF ELMHURST

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CITY TREASURER  
THOMAS P. BORCHERT  
CITY MANAGER

February 28, 2011

To: Mayor DiCianni and Members of the City Council

RE: **Timothy Christian School  
Butterfield Road and Prospect Avenues**

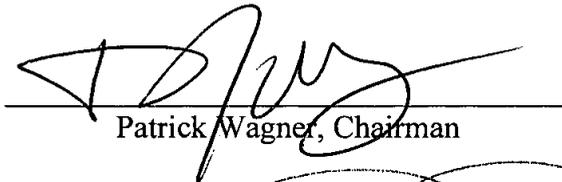
The Public Affairs and Safety Committee met on February 28, 2011 to discuss the status of the above referenced request to install "No Right Turn on Red" signage for northbound traffic on Prospect Avenue at Butterfield Road.

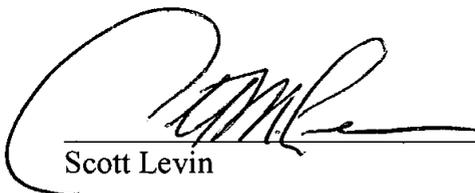
In response to a crossing guard request, staff reviewed this request and recommends the installation of a "No Right Turn on Red When Pedestrians Are Present" sign for northbound traffic on Prospect Avenue at Butterfield Road. This will provide a basis for northbound to eastbound traffic to stop when pedestrians are crossing, providing safer crossing conditions.

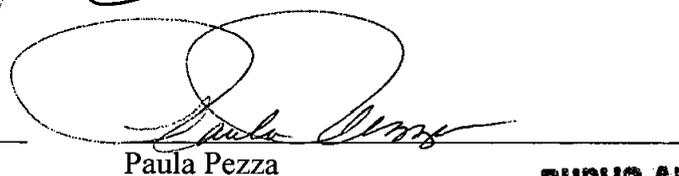
The Illinois Department of Transportation (IDOT) was contacted, and staff has received approval to install this sign within state right-of-way. Staff also spoke with the superintendent of Timothy Christian Schools, who supports staff's recommendations.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the appropriate ordinance be drafted and adopted by the City Council to install "No Right Turn on Red" signage for northbound traffic on Prospect Avenue at Butterfield Road.

Respectfully submitted,  
Public Affairs and Safety Committee

  
Patrick Wagner, Chairman

  
Scott Levin

  
Paula Pezza

**PUBLIC AFFAIRS &  
SAFETY COMMITTEE**

Copies To All  
Elected Officials  
3-3-11  
Mayor TPB Kopp  
Patty Spencer  
David Dyer  
2-24-11



# CITY OF ELMHURST

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CITY TREASURER  
THOMAS P. BORCHERT  
CITY MANAGER

March 1, 2011

TO: Mayor DiCianni and Members of City Council

RE: Case # 10P-15/McKenna Townhomes Conditional Use and Associated Variations  
Request for Conditional Use Permit and Associated Variations for the purpose of constructing a six (6) townhome development on property commonly known as 357 W. First Street (PIN# 06-02-112-032), said property being wholly located in the O1 Office District.

The Development, Planning and Zoning Committee met on February 28, 2011 to review the Zoning & Planning Commission report dated February 22, 2011 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 request.

The applicant, McKenna Builders, requests the following approvals:

Specifically, the requests for relief from the Zoning Ordinance bulk and setback requirements are as follows:

- Conditional Use Permit – Residential Dwelling Units in O1 Office District.
- Variation of Front Yard Setback (Oak Street) from 25 feet to 8 feet.
- Variation of Corner-Side Yard Setback (First Street) from 15 feet to 4 feet 5 inches.
- Variation of Rear Yard Setback from 20 feet to 8 feet.
- Variation of Interior Side Yard Setback from 15 feet to 9 feet.
- Variation of Floor Area Ratio from 1.0 to 1.15.
- Variation of Lot Coverage (structures) from 40% to 47%.
- Variation of Fence Height in the Corner Side Yard from 3 feet to 8 feet.

The Committee discussed the Applicant's request, noting that this is the first time a residential development has been proposed on property zoned O1 Office.

The Committee noted that the Zoning and Planning Commission recommendation for approval was conditioned on the installation of stop signs at the intersection of Oak and First Streets. The Committee discussed this issue and was informed by Assistant Manager Kopp that a traffic study to analyze the need for stop signs at this intersection will be accomplished after the residential townhome development is completed. Subsequent to this study, the Public Affairs and Safety Committee of the City Council will make a recommendation as to whether or not stop signs are warranted at this intersection.

**Copies To All  
Elected Officials**

3-3-11

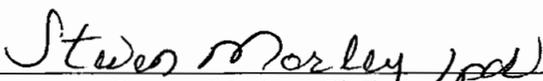
After a thorough review of the Standards for Conditional Uses, and a thorough review of the Standards for Variations, the Committee agreed with the Zoning and Planning Commission report that found that the Applicant's proposal meets all of these Standards. The Zoning and Planning Commission findings (report attached) are hereby incorporated into this report.

The Committee noted that many of the variations requested are necessary because the Applicant providing two of the six proposed units with first floor bedrooms. The Applicant stated that the first floor bedrooms are desirable and tend to market better than second floor bedrooms; however, first floor bedroom design requires a larger footprint. The larger footprint results in a development that functions as an "end cap" of the block; the building will be closer to the Oak Street property line and, as such, will act as a buffer between the train tracks and the single family neighborhood to the north. The proposed development will not have curb cuts on Oak Street and eliminates the existing curb cuts on Oak Street.

The Committee also noted that the property tax generated on subject property by this proposed development will increase an estimated six fold.

Upon conclusion of discussion, the Committee concurred with the Zoning & Planning Commission's recommendation that sufficient evidence was presented to warrant the requested relief from the Zoning Ordinance. It is, therefore, the recommendation of the Development, Planning and Zoning Committee that the City Council approve the Applicant's request for Conditional Use and Associated Variations. The City Attorney is hereby directed to prepare the necessary documents for City Council approval.

Respectfully submitted,  
DEVELOPMENT PLANNING AND ZONING COMMITTEE

  
\_\_\_\_\_  
Steven Morley, Chairman

\_\_\_\_\_  
Susan J. Rose, Vice-Chair

  
\_\_\_\_\_  
Norman Leader, Alderman, 2nd Ward

Attachments: Zoning and Planning Commission Report  
Proposed development drawings



# CITY OF ELMHURST

209 NORTH YORK STREET  
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*FILE*  
PETER "PETE" DICIANNI  
MAYOR  
PATTY SPENCER  
CITY CLERK  
DAVID DYER  
CITY TREASURER  
THOMAS P. BORCHERT  
CITY MANAGER

February 22, 2011

TO: Mayor DiCianni and Members of City Council

Re: Case Number 10 P-15/ McKenna Townhomes Conditional Use  
Request for Conditional Use Permit and Associated Variations for the purpose of constructing a six (6) townhome development on property commonly known as 357 W. First Street (PIN# 06-02-112-032), said property being wholly located in the O1 Office District.

**Dates of Authorization:**

Date Application Filed:	November 5, 2010
Date of Legal Notice of Public Meeting:	November 17, 2010
Date of Posting of Sign:	November 23, 2010
Date of First Class Mailing of Notice:	November 17, 2010
Date of Public Hearing:	December 9, 2010
Date of Deliberation:	January 13, 2010

**Applicant's Request:**

The applicant is requesting a conditional use permit and associated variations to allow for the construction of a six (6) townhome development at the subject site.

Specifically, the requests for relief from the Zoning Ordinance bulk and setback requirements are as follows:

- Conditional Use Permit – Residential Dwelling Units in O1 Office District.
- Variation of Front Yard Setback (Oak Street) from 25 feet to 8 feet.
- Variation of Corner-Side Yard Setback (First Street) from 15 feet to 4 feet 5 inches.
- Variation of Rear Yard Setback from 20 feet to 8 feet.
- Variation of Interior Side Yard Setback from 15 feet to 9 feet.
- Variation of Floor Area Ratio from 1.0 to 1.15.
- Variation of Lot Coverage (structures) from 40% to 47%.
- Variation of Fence Height in the Front Yard from 3 feet to 8 feet.

**Testimony:**

Mr. Tom McKenna and Mr. Tim McKenna, owners of subject property, presented their application to the Commission. Tom McKenna briefed the Commission on the history of the property which was originally used as an ice house, and subsequently as a warehouse for billiards equipment. He stated that they bought the property six years ago and considered renovating the existing structure into lofts or some other similar use. During this time, the economic downturn occurred and the tenant moved out. He stated that the building was analyzed for a possible re-use but was deemed functionally obsolete; the cost of renovation was not economically feasible. Tom McKenna noted

that the property is zoned O1 Office but has never had office uses on it. Because there is a single-family neighborhood to the north he decided the best use of this property would be townhomes, which would be compatible with single-family residential uses and also act as a transition between the railroad tracks and the single-family homes to the north of subject property.

Tim McKenna reviewed and entered testimony for each of the Standards for Conditional Use and the Standards for Variations.

There were several neighbors in the audience who spoke in favor of the application. The preponderance of testimony focused on the existing condition of the subject property; that the building is an eyesore and an attractive nuisance. Numerous neighbors noted the danger of the intersection of Oak and First Streets and requested that stop signs be erected at all three corners.

The transcript of the public hearing is available in the office of the Community Development Department.

**Factors:**

- The subject property is located on the northwest corner of First and Oak Streets.
- The subject property is zoned O1 Office District.
- The O1 Office District is “intended to provide locations for business and professional offices and related uses in relative proximity to residential districts. This district may serve as a reasonable transition between commercial districts and neighborhood residential areas.”
- The subject property is occupied with a vacant building that was originally constructed to be an ice house.
- The subject property never had an office use on it.
- The O1 District does not have a maximum density regulation due to the distinctness of each area zoned O1.
- The subject property abuts single-family residential properties located immediately to the north.
- The subject property is across the street (First Street) from the Union Pacific/Metra railroad right-of-way located immediately to the south.
- The subject property is across the street (Oak Street) from a dentist office located immediately to the east.
- The subject property abuts a landscaping business located to the west of subject site.

**Discussion:**

The Commission identified issues as they relate to this case as follows:

**Character of Area**

The subject property abuts single-family residential properties located immediately to the north. This residential area is well established with recent re-investments made in the form of new houses and additions to existing houses.

The subject property is across the street (First Street) from the Union Pacific/Metra railroad right-of-way located immediately to the south.

The subject property is across the street (Oak Street) from a dentist office located immediately to the east.

Immediately to the west, and abutting subject property, is a grandfathered landscaping company with outdoor storage of landscape materials. To the west, beyond the landscaping company, is the Elmhurst Quarry storm water control facility.

### **Neighbor Testimony**

The testimony provided by the neighbors from the single family neighborhood immediately north of subject site was primarily focused on the current condition of the property, the unauthorized uses of this property such as school bus and truck parking, and of the need for stop signs at the intersection of First and Oak Streets. The neighbors testified that they were in favor of the Applicant's development proposal.

### **Density/Number of Dwelling Units**

The O1 District does not have a maximum density limit; the density of any given O1 property is to be determined by the Zoning and Planning Commission and City Council. The Applicant is proposing 6 dwelling units resulting in a density of 12.46 dwelling units per acre. As a comparison, the R4 multiple family district maximum density is 15 dwelling units per acre.

### **Lot Coverage/Bulk**

The Applicant's proposal for a townhome development is the first time that a residential use has been proposed on property zoned O1 Office. The lot coverage requested, 47%, is greater than the 40% lot coverage maximum allowed as-of-right in the O1 Office District. The current lot coverage on this lot is approximately 32%; the Applicant is proposing lot coverage of 47%. Both the O1 Office District and the R4 Multiple-Family Residential District have maximum lot coverage of 40%.

### **Comprehensive Plan**

The Comprehensive Plan for the City of Elmhurst was adopted in April of 2009 and designated this property on the Future Land Use Map as "Neighborhood Commercial". There is not any specific discussion of this parcel or of this neighborhood in the Plan.

### **Flood Plain**

The subject site is not located in the flood plain.

### **Guest Parking**

Each proposed dwelling unit has 4 parking spaces; 2 in the garage and 2 on the apron in front of the garage (the Zoning Ordinance requires 2.5 parking spaces per unit). Additional guest parking would be on Oak Street.

### **On-site automobile movements**

The Applicant provided a vehicle turning radius exhibit which indicated that there is ample room for

automobiles to maneuver within this site in the courtyard.

#### **On-site truck movements**

The applicant stated that moving trucks would have to back in while loading or unloading. Garbage trucks would not enter the townhome courtyard; the garbage receptacles will be taken out to the curb on First Street on garbage pick-up days. The Fire department noted that they will have adequate access to this townhome development.

#### **Snow Removal**

The Applicant stated that there is room to store snow on-site in a normal snowfall event. However, a major snow storm would require removal of the snow to an off-site location. The Applicant stated that the excess snow could be pushed across First Street to the railroad right of way or trucked away. The Applicant stated that they will attempt to obtain approval from Union Pacific to have the snow pushed onto the Union Pacific right-of-way. The home-owners association will have the responsibility of snow removal from this site.

#### **Stop Signs**

The need for stop signs at the intersection of First and Oak Streets was the focus of the testimony provided by interested parties (neighbors) during the public hearing. Although no traffic study was provided (or requested), the Commission is familiar with the subject intersection and observed the excessive speed of vehicles along First Street. Because residential uses would be newly introduced at this intersection, the Commission found that there is a potential safety hazard and, therefore, a need to slow vehicles a near the ingress/egress point of the proposed townhome development. The Applicant has applied to the Public Works and Buildings Committee of City Council requesting that three-way stop signs be installed at the intersection of First and Oak Streets.

#### **Sidewalk "Bump-Out"**

The Commission discussed the proposed pedestrian sidewalk along First Street. The proposed sidewalk is closer to the street, not abutting the property line. This was designed to allow automobiles to park in the apron in front of the garages facing First Street while not blocking the sidewalk. The Commission noted that a similar sidewalk "bump-out" was installed on Third Street, just west of Addison Avenue, in front of the market Square townhomes for the same reason. This design allows automobile parking in front of the garage without blocking a sidewalk (The Elmhurst Police Department will ticket vehicles that are blocking a public sidewalk). If the sidewalk were placed in the traditional location of parallel to the street and abutting the property line, pedestrians would be walking between the parked automobiles and the garage doors. Because the parkway is unusually wide in this area the distance of the sidewalk from the street, in this specific case, is approximately the same distance from the curb of the street as other sidewalks in the area.

#### **Sight Triangle**

The Public Works department has concerns with the sight triangle at the Oak and First Street intersection for vehicles traveling south on Oak Street. A sight triangle is not required when the intersection is controlled by a traffic signal or stop sign. The installation of a stop sign on Oak Street will eliminate the need for a sight triangle.

### **Sustainability**

The Applicant agreed to install some permeable pavers in the development to help reduce the amount of storm water runoff from this site.

### **Residential Uses in the O1 District**

The Commission noted that this is the first time that residential units have been proposed in an O1 District. The O1 District does not have a maximum density/number of dwelling units since each O1 District is unique with different neighboring land uses.

### **Fences**

The Applicant is proposing to install an eight (8) foot fence along the west property line. This request requires a variation of five (5) feet, from three (3) feet to eight (8) feet in that portion of the corner-side yard (the corner-side yard is required to be 15 feet in the O1 District – a variation to 8 feet is part of this request). This 8 foot fence is requested to provide a buffer from the commercial activities on the property abutting, and immediately west of, subject property. An existing six (6) foot fence along the north property line, which is owned by the single family home abutting, and immediately north of, subject property, would remain. The Applicant stated that they would look into providing a three (3) foot open-type fence along the Oak Street sidewalk to address the Police Department concern regarding the close proximity of the patios to the Oak Street sidewalk.

### **Findings of the Zoning and Planning Commission:**

The Zoning and Planning Commission, in review of the Standards for Conditional Use found:

1. 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 Applicant's request for six attached single-family dwelling units would not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare.*

2. 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.

*The proposed townhome development will not be injurious to the use and enjoyment of properties in the immediate vicinity, nor will the proposed townhome development negatively affect property values within the neighborhood.*

3. That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

*The surrounding properties are already developed. The proposed townhomes will not negatively affect the redevelopment or improvement of surrounding properties.*

4. That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided.

*Utilities, access roads, drainage and/or necessary facilities are being provided for the proposed townhomes.*

5. That adequate measures have been taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

*The ingress and egress to the subject site is on First Street near the uncontrolled intersection of Oak and First Streets. The proposed ingress/egress was designed to minimize congestion in the streets. However, the safety of the ingress/egress to this site predicates a need for stop signs at all three corners of Oak and First Streets.*

6. That the proposed townhome development conditional use is not contrary to the objectives of the current Comprehensive Plan for the City of Elmhurst.

*The proposed townhome development is not contrary to the objectives of the current Comprehensive Plan for the City of Elmhurst. The location of this property is consistent with the goal of providing dwelling units near the downtown and the commuter train station.*

7. That the conditional use 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 Commission.

*The request as presented otherwise conforms to the applicable regulations of the district in which it is located.*

### **The Zoning and Planning Commission review of the Standards for Variations**

As it relates to the requested Variation for Front Yard Setback (Oak Street frontage), from 25 feet to 8 feet, the Commission found:

1. The plight of the owner is due to unique circumstances:

*The proposed townhome structure is approximately 23 feet from the property line at the north end of the property, which abuts a single family home. This setback is consistent with the existing front setbacks along Oak Street. The proposed townhome structure angles toward the front property line at the south end of the property resulting in a setback of 8 feet. This angle is a result of an irregular lot shape; the property is not square but, rather, a parallelogram.*

2. The variation, if granted, will not alter the essential character of the neighborhood:

*The character of the neighborhood is essentially single family residential with*

*commercial and office uses located at the south end of the neighborhood along the railroad tracks. The proposed front setback will not alter the essential character of the neighborhood and will help buffer the single family neighborhood from the train tracks and associated noise.*

3. The variation, if granted, will provide the owner reasonable use and enjoyment of the property in question:

*Due to the irregular shape of the property (a parallelogram) the positioning of the building on this lot requires yard variations in order to produce an economically feasible development.*

As it relates to the requested Variation for Corner-Side Yard Setback (First Street frontage), from 15 feet to 4 feet 5 inches, the Commission found:

1. The plight of the owner is due to unique circumstances:

*The subject property fronts onto First Street; directly across the street to the south are the Union Pacific/Metra train tracks. To the east, across Oak Street, is a dentist office, and to the west, abutting subject property is a commercial landscape architecture/civil engineering firm.*

2. The variation, if granted, will not alter the essential character of the neighborhood:

*The reduced setback requested will not negatively affect the neighborhood; the setback of the proposed building from the street is essentially the same as other residential structures in the area.*

3. The variation, if granted, will provide the owner reasonable use and enjoyment of the property in question:

*Due to the irregular shape of the property (a parallelogram) the positioning of the building on this lot requires yard variations in order to produce an economically feasible development.*

As it relates to the requested Variation for Rear Yard Setback, from 20 feet to 8 feet, the Commission found:

1. The plight of the owner is due to unique circumstances:

*The rear yard of the subject property is the west property line, which abuts a commercial landscape engineering company.*

2. The variation, if granted, will not alter the essential character of the neighborhood:

*The current, existing structure is located approximately 7 feet from the west property line. The proposed setback of 8 feet will not alter the character of the neighborhood.*

3. The variation, if granted, will provide the owner reasonable use and enjoyment of the property in question:

*Due to the irregular shape of the property (a parallelogram) the positioning of the building on this lot requires yard variations in order to produce an economically feasible development.*

As it relates to the requested Variation for Interior-Side Yard Setback, from 15 feet to 9 feet, the Commission found:

1. The plight of the owner is due to unique circumstances:

*The interior-side yard of this property is along the north property line which abuts a single-family home. This yard and setback is proposed to be 9 feet wide. Typical side yards in this area are 5 feet for residential uses.*

2. The variation, if granted, will not alter the essential character of the neighborhood:

*The proposed 9 foot interior-side yard is in keeping with the interior-side yard setbacks in the neighborhood.*

3. The variation, if granted, will provide the owner reasonable use and enjoyment of the property in question:

*Due to the irregular shape of the property (a parallelogram) the positioning of the building on this lot requires yard variations in order to produce an economically feasible development.*

As it relates to the requested Variation of Floor Area Ratio, from 1.0 to 1.15, the Commission found:

1. The plight of the owner is due to unique circumstances:

*Floor area ratio (FAR) is a ratio of the floor area of a development to the area of the lot. This measurement is applied to office and commercial uses; residential zoning districts do not have FAR maximums.*

2. The variation, if granted, will not alter the essential character of the neighborhood:

*The requested increase in floor area will not alter the essential residential character of the neighborhood.*

3. The variation, if granted, will provide the owner reasonable use and enjoyment of the property in question:

*The FAR variation is necessary to produce an economically feasible development.*

As it relates to the requested Variation for Lot Coverage (structures), from 40% to 47%, the Commission found:

1. The plight of the owner is due to unique circumstances:

*The development of this property as residential would provide more landscaped open space than if the property was developed as a commercial or office use.*

2. The variation, if granted, will not alter the essential character of the neighborhood:

*The essential character of the neighborhood, which is single-family residential, will be enhanced with this residential development.*

3. The variation, if granted, will provide the owner reasonable use and enjoyment of the property in question:

*The request for a 7% increase in lot coverage is a result of providing adequately sized dwelling units on property regulated by the Zoning Ordinance for office uses.*

As it relates to the requested Variation for Fence height in the Corner-Side Yard (along First Street), from 3 feet to 8 feet, the Commission found:

1. The plight of the owner is due to unique circumstances:

*The fence height variation is requested for that portion of the corner-side yard which abuts the commercial landscape engineering company immediately to the west. The fence is needed to buffer this proposed residential development from the commercial property.*

2. The variation, if granted, will not alter the essential character of the neighborhood:

*There is, currently, an 8 foot chain link fence on the commercial property.*

3. The variation, if granted, will provide the owner reasonable use and enjoyment of the property in question:

*The proposed 8 foot fence will provide an adequate buffer from the commercial property.*

**Summary:**

The Zoning and Planning Commission recognizes how important it is for re-development to occur within the parameters of land use regulations listed in the Elmhurst Zoning Ordinance. In this case the land use relief requested is located within an O1 Office District. This district allows residential land uses as a Conditional Use, which means that the specifics of each request are to be reviewed on their merits, not as permitted uses.

City Staff submitted the following to the Commission:

1. The Police Department had the following comments:

The patios along Oak Street are too close to the public sidewalk  
Guest parking overflow – must be on Oak Street

2. The Public Works Department raised the following concerns:

The sidewalk configuration is not standard  
The sight triangle is obstructed with townhome structure and possible guest parking

3. The Community Development Department had the following comments:

The O1 District allows residential uses as a Conditional Use, and does not specify the maximum density allowed. The appropriate density is to be determined by the Zoning and Planning Commission and City Council on a site specific basis.

As a reference, the multiple-family district, R4, allows densities up to 15 dwelling units per acre; this site, if zoned R4, would allow 7 dwelling units. The Applicant is proposing 6 dwelling units.

The concerns raised by the Public Works Department can be addressed by installing a stop sign on Oak Street for southbound vehicles.

The Commission, in its deliberation, addressed each of the issues raised by City Staff.

The Commission is encouraged by the Applicant testifying that they will install some permeable pavers to accommodate better absorption of water on site. This would be supportive of the City Council Policy in regards to Sustainability. Because of the large number of setback variations requested, and resultant reduced green space, the use of permeable pavers helps support the approval of these variations.

In its deliberation of safety concerns at the intersection of First and Oak Streets, the Commission reviewed City Staff concerns, Citizen Testimony, and individual Commissioners' visits to see site conditions first hand. After due diligence, the Commission found that the proposed re-development in this case should not be allowed without the City Council, following its usual processes and procedures, determining the merits of stop signs at this intersection prior to approval of the zoning

relief requested in this case.

The Commission notes that once the City Council approves the request the Applicant must submit building plans within six (6) months or the approved request for zoning land use relief is cancelled. The Applicant stated that they are eager to proceed to get City Council approval as soon as possible in order to proceed with the development as proposed.

Therefore, the Zoning and Planning Commission has found that sufficient testimony and related information in support of the various standards in this case have been submitted to recommend approval of the Applicant's request as presented based on a determination by the City Council of installation of appropriate stop signs at the intersection of First and Oak Streets.

**Recommendation:**

Commissioner Corrado moved to recommend approval of Case # 10P-15/ McKenna Townhomes with the condition that three stop signs be installed at the intersection of First Street and Oak Avenue; Commissioner Slone seconded the motion.

The roll call vote was as follows:

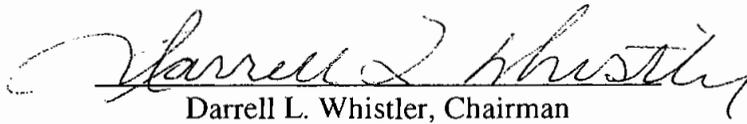
Ayes: Corrado, Slone, Brinkmeier, Corrado, Frolik, Hill, McCoyd, Mushow, Whistler

Nays: DeWitt

Motion carried.

Therefore, it is the recommendation of the Zoning and Planning Commission that the full City Council approve the Applicant's request as modified with the condition that three (3) stop signs are installed at the intersection of Oak and First Streets.

Respectfully submitted,  
ZONING AND PLANNING COMMISSION

  
Darrell L. Whistler, Chairman

Enclosures (DPZ Committee only):

Application

Plat of Survey

Site Plan

Building Elevations

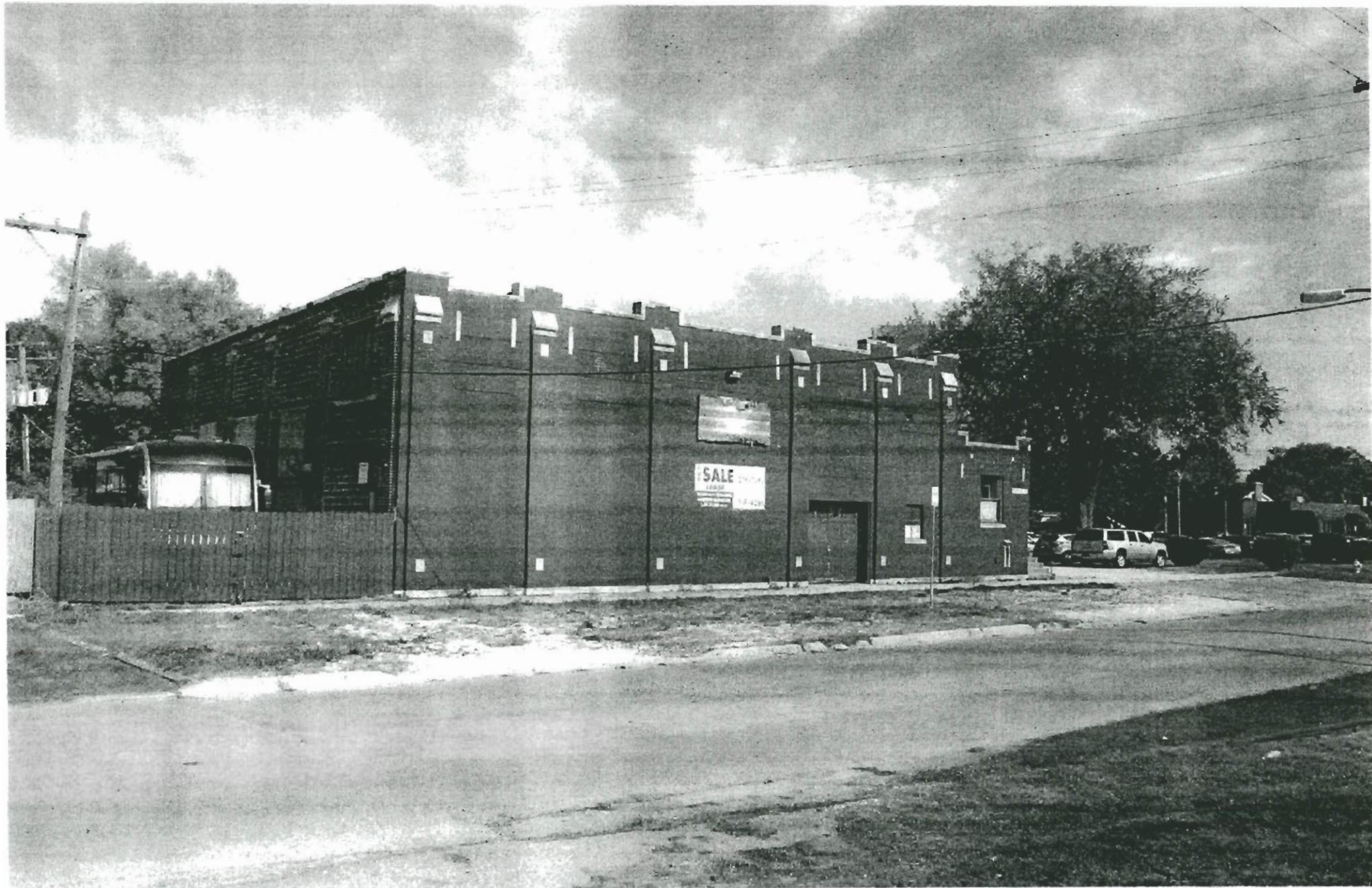
Floor Plans

Vehicle Turning Radius Exhibit

Vicinity Map

Transcripts of Public Hearing











102 - 112 Oak Street (First & Oak)  
 Chicago, Illinois 60604

**ZONING INFORMATION:**

ZONING: O1 OFFICE DISTRICT - "CONDITIONAL USE" - RESIDENTIAL	
MINIMUM LOT SIZE:	7,200 SQ. FT.
MINIMUM LOT FRONTAGE:	30 FT.
MAXIMUM LOT COVERAGE:	40%
MAXIMUM FLOOR AREA RATIO (F.A.R.):	1
MAXIMUM BUILDING HEIGHT:	38 FT.

**AREAS:**

LOT AREA (LOT SIZE) =	20,974 SQ. FT.
LOT FRONTAGE =	140 FT.
PROPOSED BUILDING FOOTPRINT (EXCLUDING GARAGE AREAS)	8,875 SQ. FT.
LOT COVERAGE (FOOTPRINT AREA/LOT AREA) =	42% (VARIANCE REQUIRED)
PROPOSED FIRST FLOOR AREA (EXCLUDING GARAGES INDICATED TO OFF STREET PARKING) =	7,294 SQ. FT.
PROPOSED SECOND FLOOR AREA =	7,181 SQ. FT.
PROPOSED BASEMENT FLOOR AREA =	6,880 SQ. FT.
ATTIC SPACE WITH HEADROOM OF SEVEN FEET OR MORE =	2,748 SQ. FT.
TOTAL BUILDING FLOOR AREA (FOR F.A.R. CALCULATION)	24,161 SQ. FT.

**FLOOR AREA RATIO CALCULATION**  
 (TOTAL BUILDING FLOOR AREA/LOT AREA) = 24,161 SQ. FT. / 20,974 SQ. FT. = 1.15 (VARIANCE REQUIRED)

**BUILDING HEIGHT:**

PROPOSED BUILDING HEIGHT =	38 FT.
----------------------------	--------

**SET BACKS**

YARD	REQUIRED	PROVIDED	
FRONT (OAK STREET)	25 FT.	8 FT.	(VARIANCE REQUIRED)
CORNER SIDE (FIRST STREET)	15 FT.	4 FT. 6 IN.	(VARIANCE REQUIRED)
% INTERIOR SIDE	14 FT.	8 FT.	(VARIANCE REQUIRED)
REAR	20 FT.	8 FT.	(VARIANCE REQUIRED)

\* NOTE: REQUIRED INTERIOR SIDE YARD SHALL EQUAL 10'-0" + 1'-0" FOR EACH 2' IN WHICH BUILDING HEIGHT EXCEEDS 25'-0".

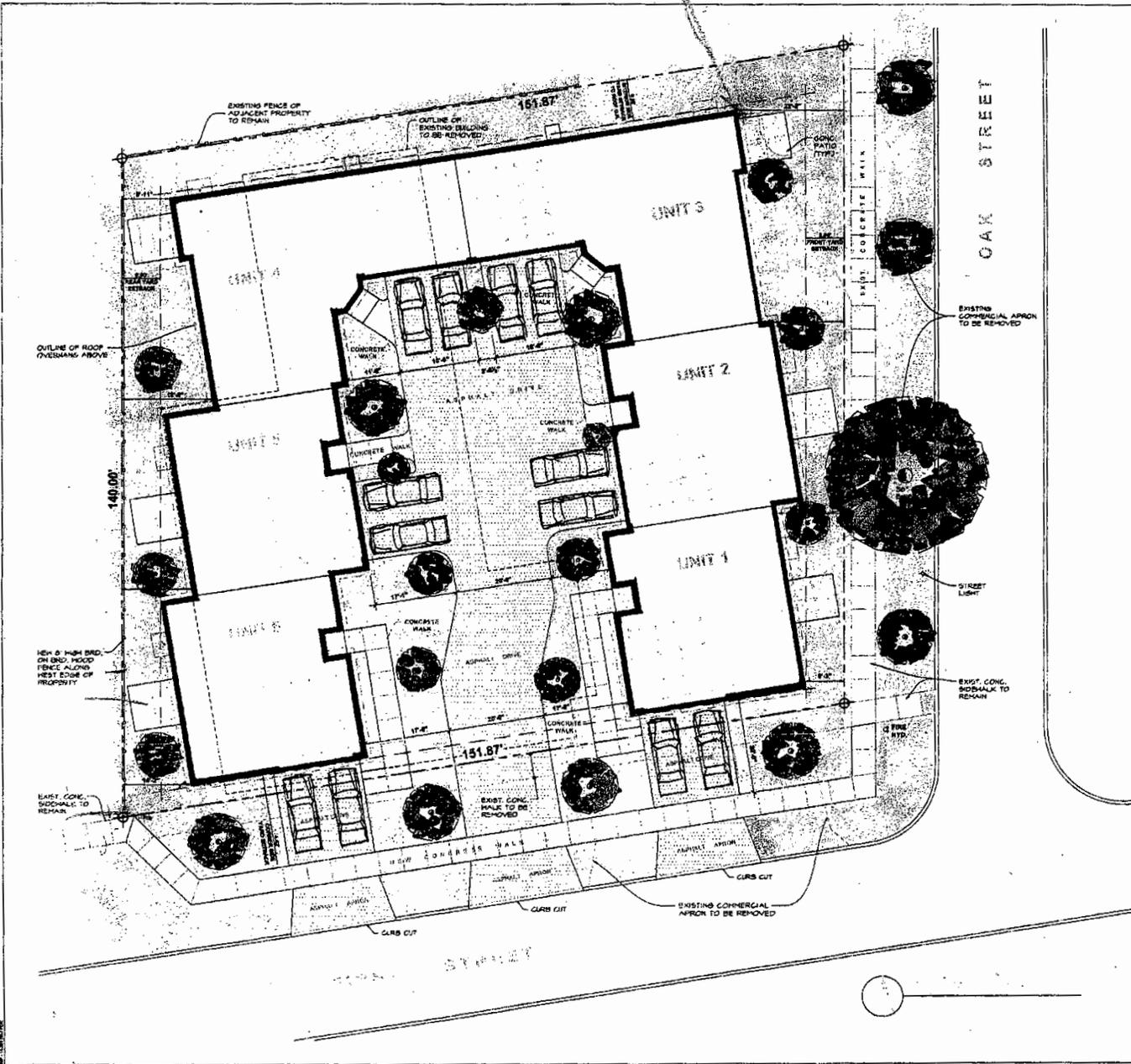
REQUIRED SIDE YARD CALCULATION:  
 $32' - 20' + 10' = 22'$   
 $10' / 2 = 5'$   
 10' REQUIRED + 5' ADDITIONAL REQUIREMENT = 15'-0" TOTAL

**OFF STREET PARKING:**

2.8 SPACES/UNIT REQUIRED =	2.8 SPACES x 8 UNITS = 16 PARKING SPACES
TOTAL PARKING SPACES PROVIDED =	24 PARKING SPACES

**DRAWING LEGEND**

PROPERTY LINE	---
PROPERTY SETBACK LINE	- - - -
ROOF LINE OVER HANGS	.....
EXISTING BUILDING DEMOLITION	-----
FENCE LINE	o-o-o-o



**T.E. MCKENNA**  
 ELMHURST, IL 60126 630.279-7595

**biii designs**  
 40221 ferson creek road  
 st. charles, illinois 60174  
 630.513.1011  
 cbiiidesigns.com



FRONT ELEVATION

NO.	DESCRIPTION

FIRST & OAK STREETS  
ELMHURST ILLINOIS



I HEREBY CERTIFY THAT  
THESE DRAWINGS WERE  
PREPARED UNDER MY  
OWN AND SUPERVISOR  
AND THAT THEY TO THE  
BEST OF MY KNOWLEDGE  
CONFORM TO THE  
APPLICABLE CODES AND  
ORDINANCES

EXPIRES DATE: 12/31/2010



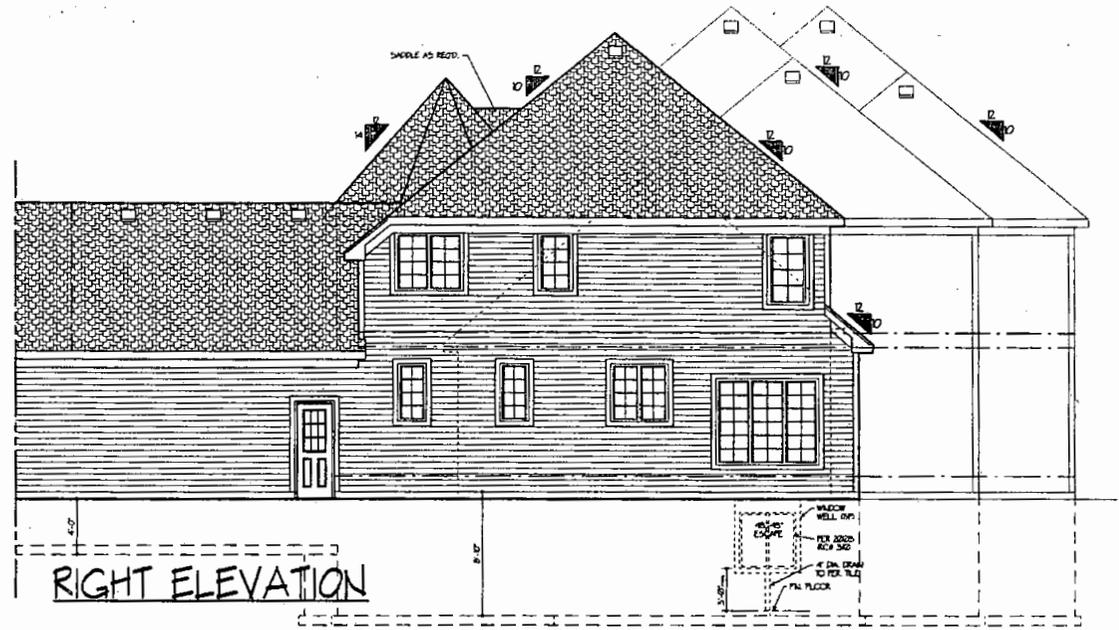
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st. charles, illinois 60174  
630.513.1011  
cbiudesigns.com

T.E. MCKENNA  
ELMHURST, IL 60126 (630)279-7595

FRONT  
ELEVATION

DRAWN	kbh
FILE NAME	my4_1011
DATE	7/12/2010
SCALE	1/4" = 1'-0"
SHEET	L-1





REVISION	BY

FIRST & OAK STREETS  
ELMHURST ILLINOIS

I HEREBY CERTIFY THAT  
I HAVE DRAWN, MADE  
AND SUPERVISED  
AND THAT THEY ARE  
THE RESULT OF MY PERSONAL  
EXPERIENCE AND SKILL  
AND KNOWLEDGE  
AND CONFORM TO THE  
APPLICABLE CODES AND  
ORDINANCES.

DATE: 1/22/2000

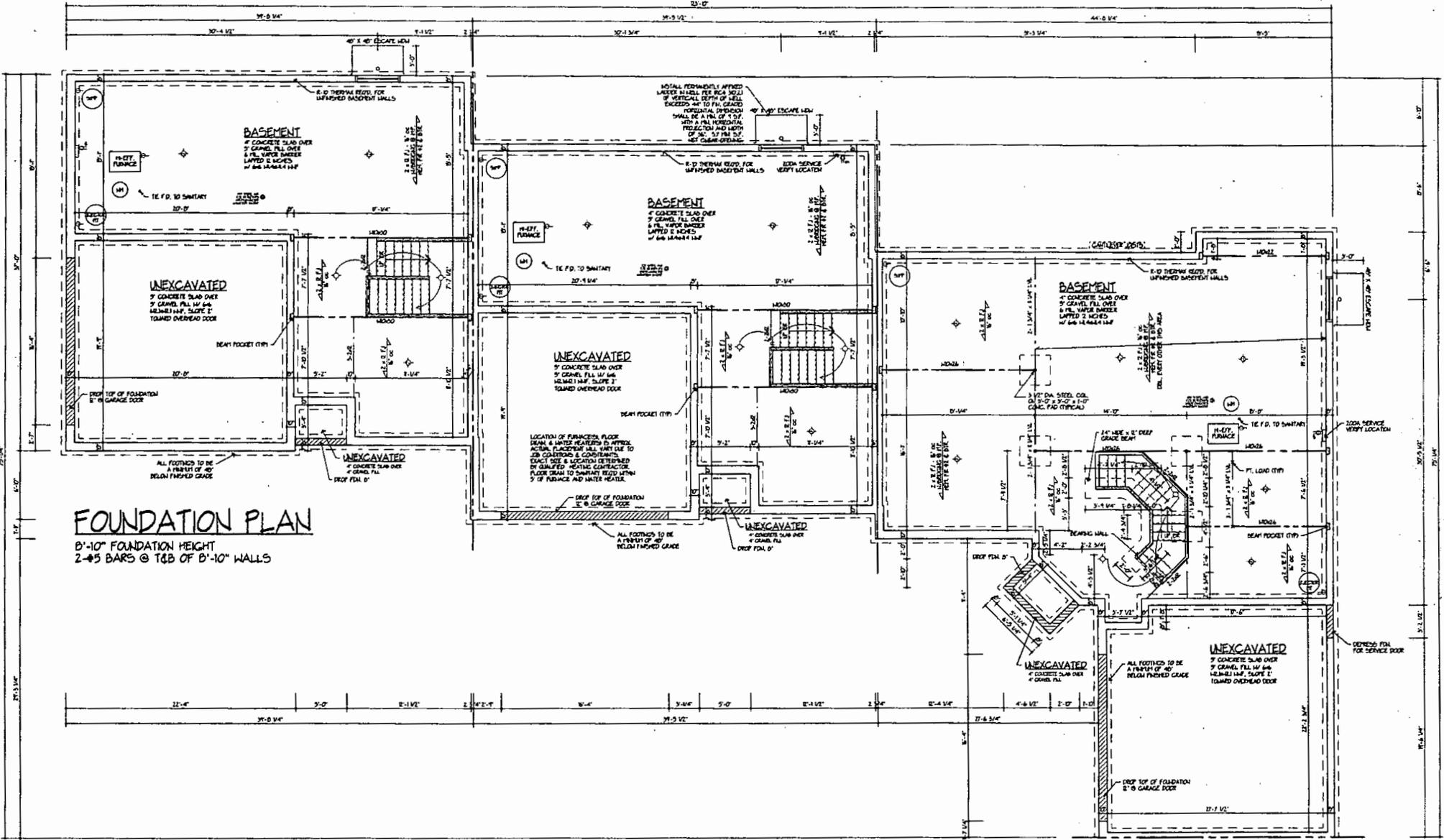
**biii**  
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cbiidesigns.com

**T.E. MCKENNA**  
ELMHURST, IL 60126 (630)279-7595

RIGHT  
& LEFT  
ELEVATIONS

DESIGN  
Ech  
FILE NAME  
m4 left  
DATE  
7/27/2000  
SCALE  
1/4"=1'-0"  
SHEET  
L-3



# FOUNDATION PLAN

8'-10" FOUNDATION HEIGHT  
 2-#5 BARS @ T&B OF 8'-10" WALLS

REVISION	BY

**FIRST & OAK STREETS  
 ELMHURST ILLINOIS**

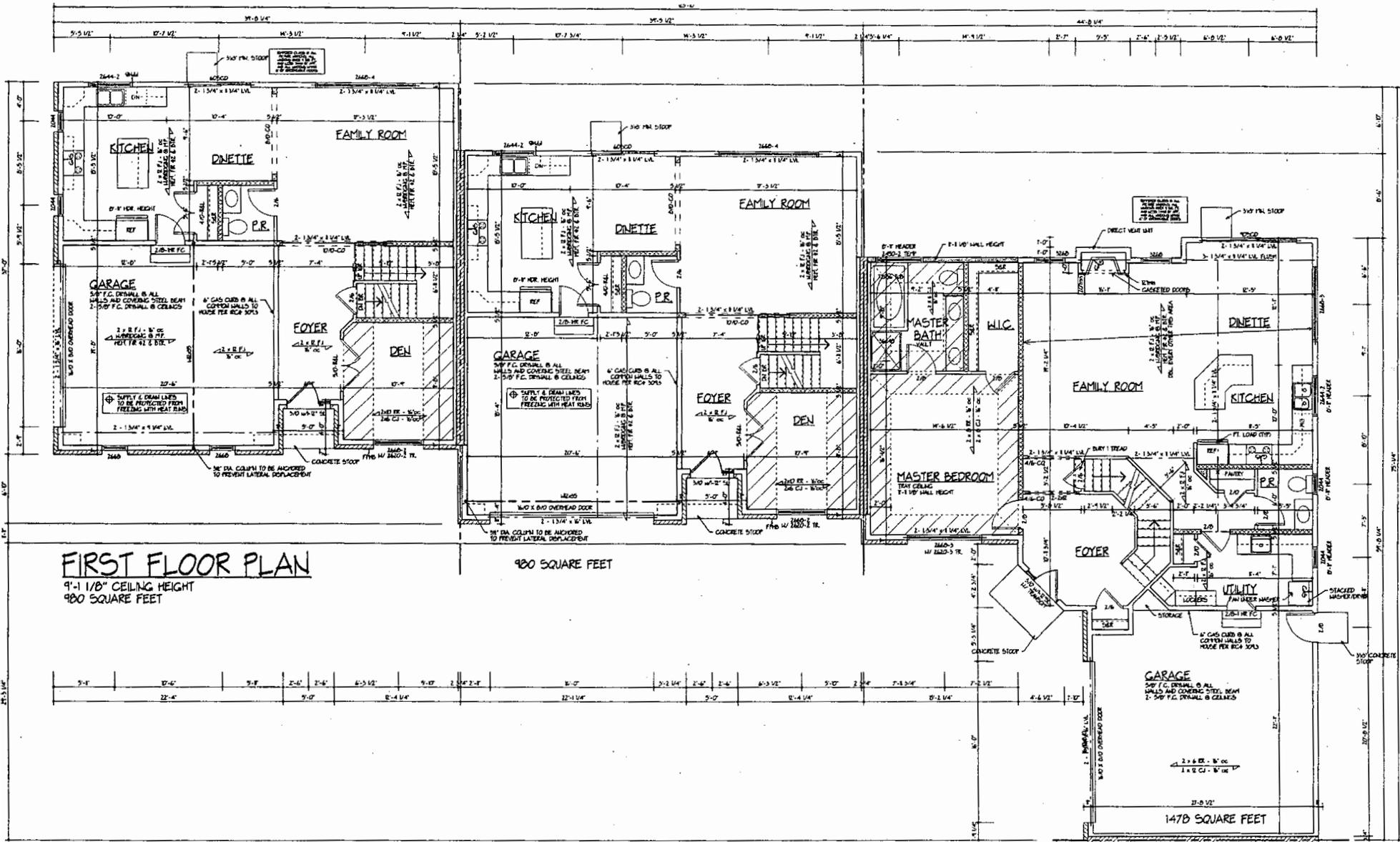


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 630.513.1011  
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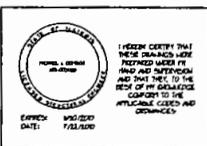
FOUNDATION PLAN

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 EKH  
 File Name  
 m4\_1011  
 Date  
 7/20/200  
 Scale  
 1/4" = 1'-0"  
 Sheet  
 L-8



REVISED	BY

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**ELMHURST ILLINOIS**



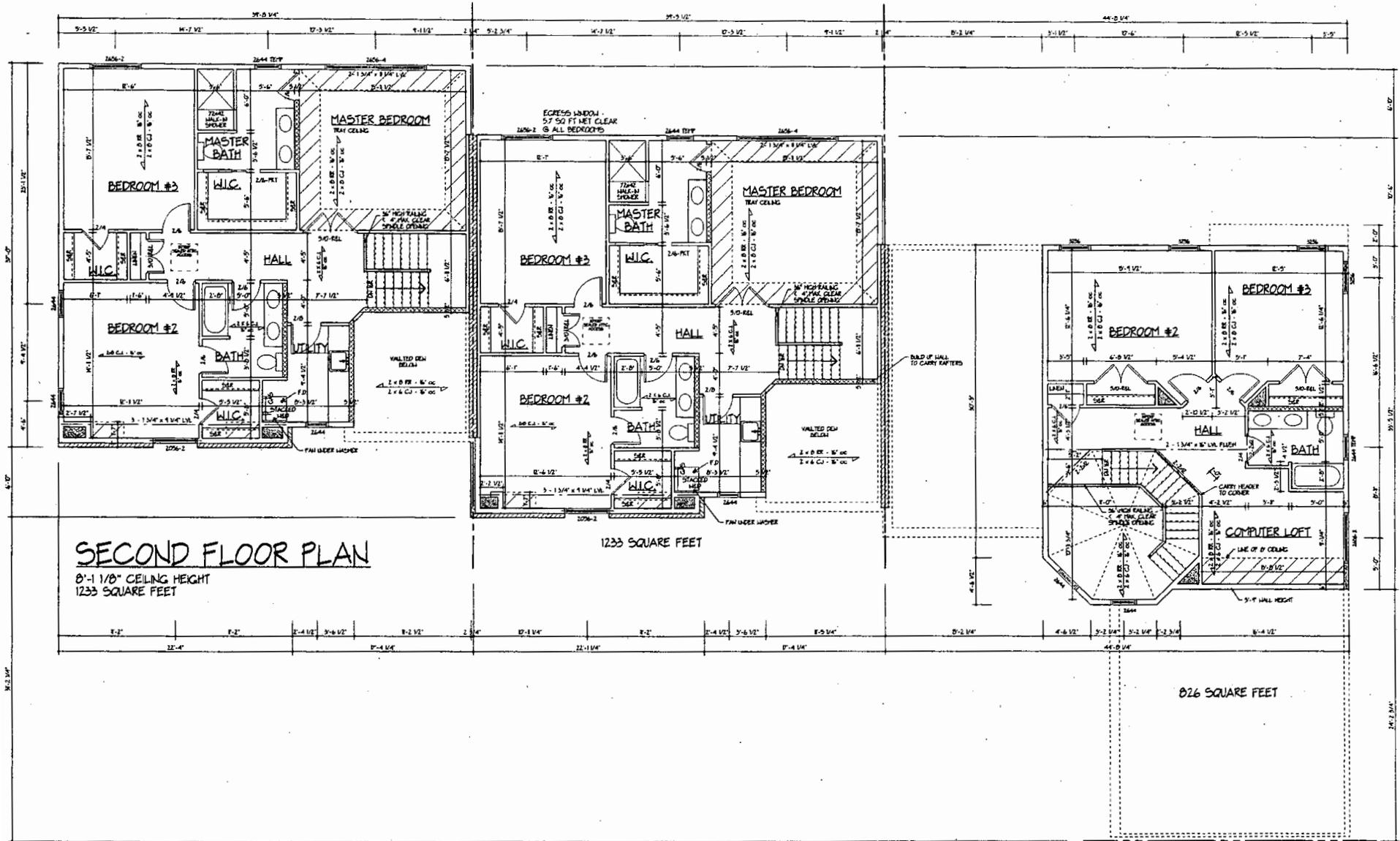
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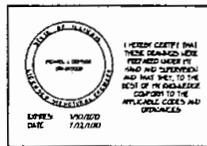
FIRST FLOOR PLAN

DRWN: kbh  
 FILE NAME: m4\_let1  
 DATE: 7/27/2020  
 SCALE: 1/4"=1'-0"  
 SHEET: L-4



REVISION	BY

**FIRST & OAK STREETS**  
**ELMHURST ILLINOIS**



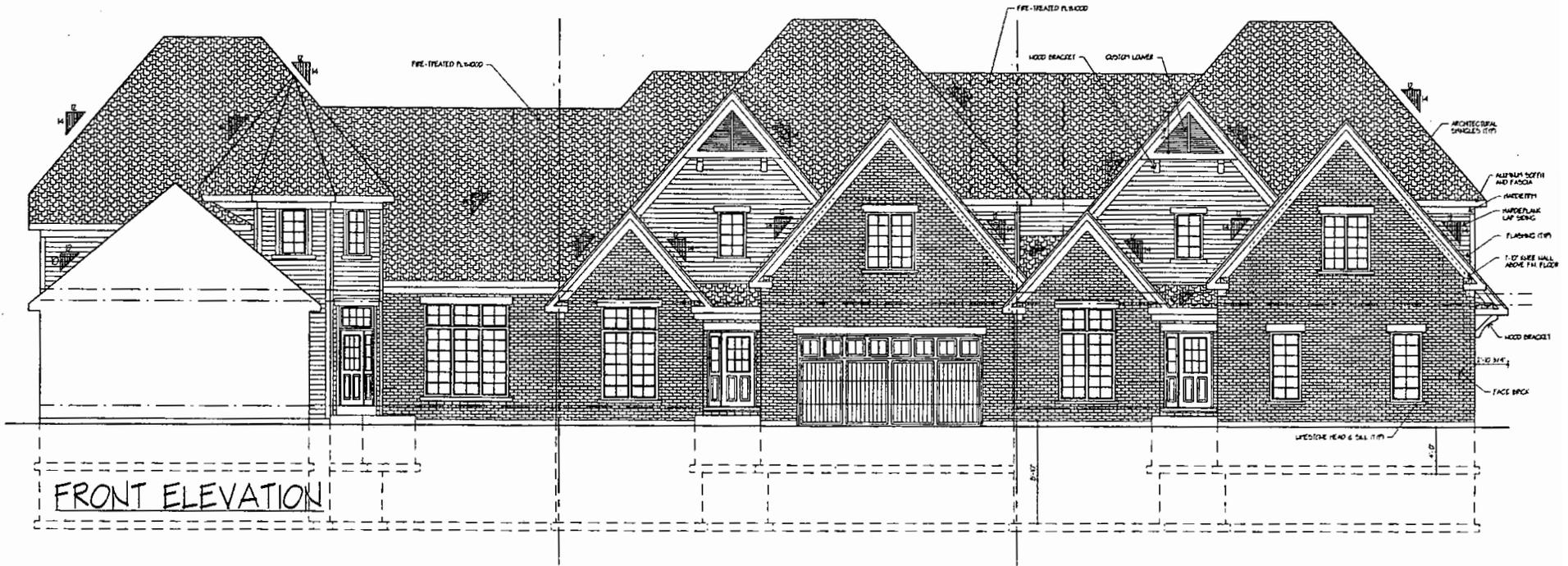
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 ELMHURST, IL 60126 (630)279-7595

**SECOND FLOOR PLAN**

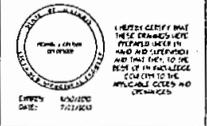
DRAWN  
 Lich  
 FILE NAME  
 m4\_let1  
 DATE  
 7/21/200  
 SCALE  
 1/4" = 1'-0"  
 SHEET  
 L-6



FRONT ELEVATION

REVISED	BY

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ELMHURST ILLINOIS



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630.513.1011  
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ELMHURST, IL 60126 (630)279-7595

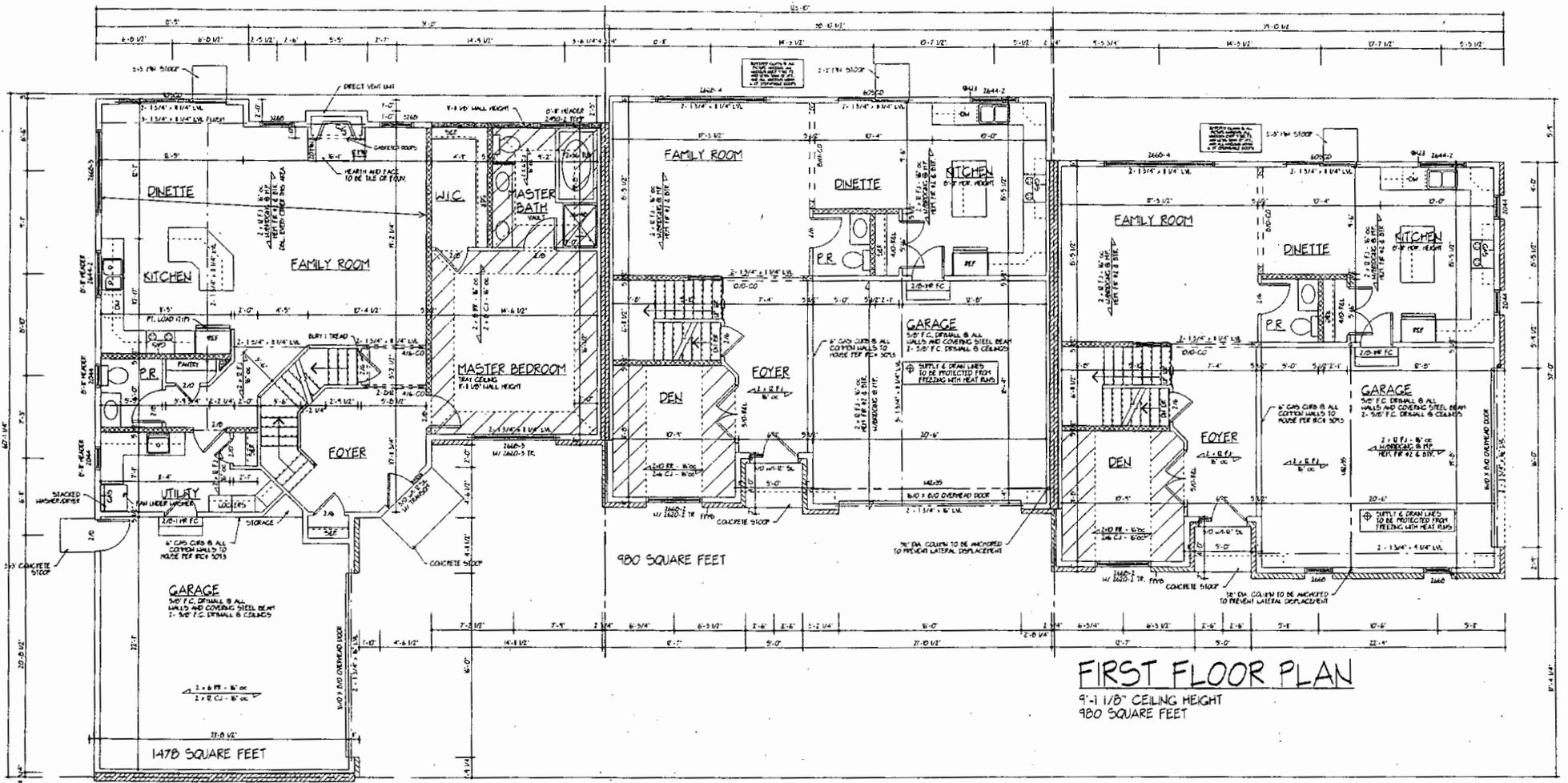
FRONT  
ELEVATION

DESIGNER  
T.E. MCKENNA  
FILE NAME  
m4\_srch1  
DATE  
7/27/2010  
SCALE  
1/4"=1'-0"  
SHEET  
R-1







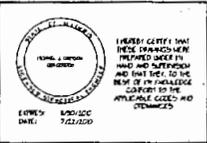


**FIRST FLOOR PLAN**

9'-1 1/8" CEILING HEIGHT  
900 SQUARE FEET

REVISION	BY

**FIRST & OAK STREETS  
ELMHURST ILLINOIS**

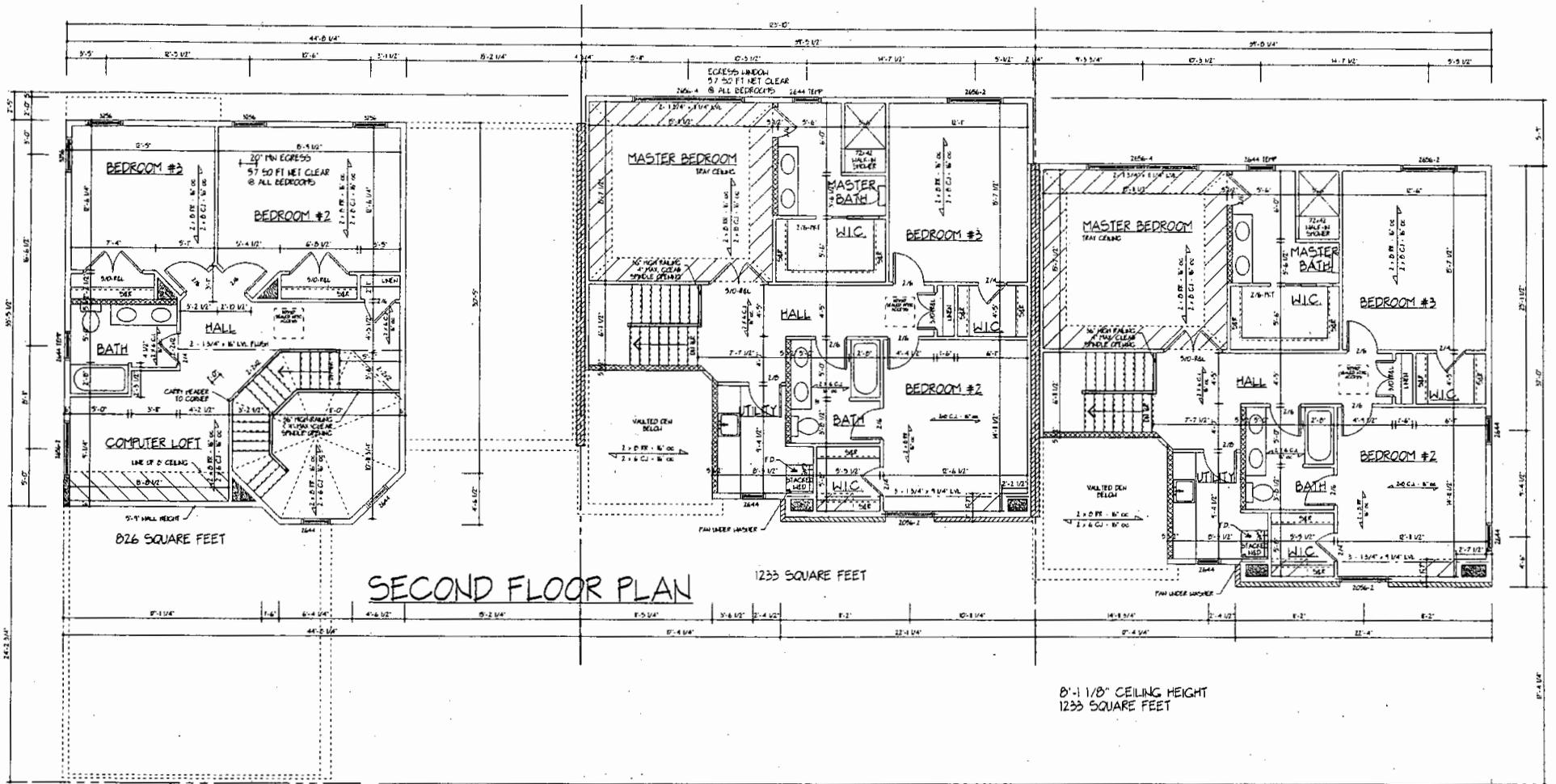


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630.513.1011  
cbiindesigns.com

**T.E. MCKENNA**  
ELMHURST, IL 60126 (630)279-7595

FIRST FLOOR PLAN

DRAWN  
kch  
FILE NAME  
m4\_richt  
DATE  
7/21/2010  
SCALE  
1/4" = 1'-0"  
SHEET  
R-4



REVISION	BY

FIRST & OAK STREETS  
ELMHURST ILLINOIS

  
 I HEREBY CERTIFY THAT THESE DRAWINGS WERE PREPARED UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF ILLINOIS. I AM AWARE OF THE APPLICABLE CODES AND ORDINANCES.  
 T.E. MCKENNA  
 DATE: 7/11/2010


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 st. charles, illinois 60174  
 630.513.1011  
 eb@designs.com

**T.E. MCKENNA**  
 ELMHURST, IL 60126 (630)279-7595

SECOND FLOOR PLAN  
 SHEET R-6

DRAWN: kth  
 FILE NAME: m4.rch  
 DATE: 7/22/2010  
 SCALE: 1/4"=1'-0"  
 SHEET: R-6





O - 06 - 2011

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>
1998 Buick LeSabre 4-dr, green	1G4HP52K6WH407093
1997 Chevrolet Astro Mini-Van, maroon	1GNDM19W1VB197170

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 \_\_\_\_\_, 2011.

\_\_\_\_\_  
Peter P. DiCianni III, Mayor

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_

\_\_\_\_\_  
Patty Spencer, City Clerk

**Copies To All  
Elected Officials**

3-3-11

## **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, 1998 Buick LeSabre 4-dr, green, VIN # 1G4HP52K6WH407093 and a 1997 Chevrolet Astro Mini-Van, maroon, VIN # 1GNDM19W1VB197170 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 Buenz

*OK MB*

**Date:** 2/17/2011

**Re:** Seizure Vehicles

---

Sir,

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

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

1. 1998 Buick LeSabre 4-dr green in color. Mileage 88,916  
VIN 1G4HP52K6WH407093  
Case No. 10 MR 459 / 10-009872
2. 1997 Chevrolet Astro Mini-Van maroon in color. Mileage 125,315  
VIN 1GNDM19W1VB197170  
Case No. 10 MR 1416 / 10-037656

15.

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

10 MR 459

-VS-

1998 BUICK

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:

**CONTESTED**

Forfeiture Hearing (720 ILCS 5/36-2)

Agreed Order of the Parties

TERESE LEAHY PRESENT.

Entry of Judgment on Default

Other \_\_\_\_\_

IT IS HEREBY ORDERED: The listed vehicle, a

1998

BUICK

(Year)

(Make)

1 G 4 H P 5 2 K 6 W H 4 0 7 0 9 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 (10-9872)  
in accordance with 720 ILCS 5/36-2 (5010-11133)

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: 02-09-2011

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

10 MR 1416

-VS-

1997 CHEVROLET

DEFENDANT(S)

AWARD ORDER

File Stamp Here

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

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

MARTHA ALCAIDE PRESENT

IT IS HEREBY ORDERED: The listed vehicle, a 1997 CHEVROLET

(Year)

(Make)

1 G N D M 1 9 W 1 V B 1 9 7 1 7 0

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

1. Vehicle is awarded to ELMHURST POLICE (10-37656) in accordance with 720 ILCS 5/36-2. SO 10-37099
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 \_\_\_\_\_

Other Terms or Conditions for Release: \_\_\_\_\_

Case Closed  Strike future Court date: \_\_\_\_\_

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

ENTER: \_\_\_\_\_

DATE: 02-14-2011

O-07-2011

**AN ORDINANCE AUTHORIZING  
THE PURCHASE OF  
AUTOMATED METER READING UNITS  
FOR WATER METERS WITHIN  
THE CITY OF ELMHURST**

**WHEREAS**, the City of Elmhurst (hereinafter the “City”) previously installed Automated Meter Reading (hereinafter “AMR”) units for water meters within the City; and

**WHEREAS**, the AMR units have an outside remote radio frequency device attached to water meters to record customers’ water consumption, and these AMR units facilitate the reading of customers’ water meters by allowing City personnel to walk or drive by customers’ homes to collect data through a radio-receiving handheld unit (hereinafter “Reading Units”); and

**WHEREAS**, utilizing these Reading Units has increased accuracy and efficiency by reducing the manpower needed to collect the data; and

**WHEREAS**, the City has, in the past, purchased AMR units through Neptune Technologies Corporation (hereinafter “Neptune”), and these AMR units have been quality tested; and

**WHEREAS**, because of the unique circumstances surrounding the purchase of additional AMR units, including compatibility with the City’s existing AMR system and equipment, it is necessary that the City waive competitive bidding; and

**WHEREAS**, the corporate authorities of the City have the authority, pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1), when it is in the best interests of the City, to waive competitive bidding for public improvement projects if authorized by a vote of two-thirds of

the Alderman then holding office; and

**WHEREAS**, Neptune has agreed to provide the City with an additional One Thousand Five Hundred (1,500) AMR units, Model R900 AMR, at last year's price of Eighty-Two Dollars (\$82.00) per unit, with no intermediary vendor markup; and

**WHEREAS**, City staff has verified that this pricing is very competitive with pricing provided to other municipalities; and

**WHEREAS**, in the opinion of the majority of the corporate authorities of the City, it is advisable, necessary and in the public interest that the City contract for the purchase of One Thousand Five Hundred (1,500) AMR units, Model R900 AMR, from Neptune, in the total amount of One Hundred Twenty-Three Thousand Dollars (\$123,000.00) to continue the AMR system integration project.

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

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

**Section 2:** The corporate authorities of the City hereby determine that competitive bidding for the purchase of AMR units in the City is hereby dispensed with and waived.

**Section 3:** It is hereby determined that the City has a satisfactory relationship with Neptune, and it is advisable, necessary and in the public interest that the City purchase One Thousand Five Hundred (1,500) AMR units, Model R900 AMR, from Neptune, in the total amount of One Hundred Twenty-Three Thousand Dollars (\$123,000.00).

**Section 4:** This Ordinance shall be in full force and effect upon its passage by two-thirds

(2/3) vote of the Aldermen and approval in accordance with law.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2011.

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2011.

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

ATTESTED and filed in my office,  
this \_\_\_\_ day of \_\_\_\_\_, 2011.

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

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance to approve and authorize the purchase of One Thousand Five Hundred (1,500) AMR units, Model R900 AMR, from Neptune Technologies Corporation, in the total amount of One Hundred Twenty-Three Thousand Dollars (\$123,000.00).

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the City Council, the City Attorney prepared an ordinance to authorize the purchase of automated meter reading (AMR) units from Neptune Technologies Corporation. Because of the unique circumstances surrounding the purchase of the AMR units, competitive bids were not feasible. The purchase of these AMR units will require a two-thirds (2/3) approval vote by the Aldermen.

O-08-2011

**AN ORDINANCE APPROVING AND AUTHORIZING THE  
EXECUTION OF AMENDMENT NO. 2 TO THE PROFESSIONAL DESIGN  
ENGINEERING SERVICES AGREEMENT FOR THE ANAEROBIC DIGESTER AT  
THE WASTEWATER TREATMENT PLANT BY AND BETWEEN  
BAXTER & WOODMAN, INC. AND THE CITY OF ELMHURST, ILLINOIS**

**WHEREAS**, Baxter & Woodman, Inc. (hereinafter "Baxter") and the City of Elmhurst, Illinois (hereinafter the "City") entered into the Agreement between the City of Elmhurst, Illinois and Baxter & Woodman, Inc. for the furnishing of Professional Engineering Services for the Planning Design, Bidding, and Loan Assistance Services Required for Anaerobic Digester Improvements on October 5, 2009 (hereinafter the "Agreement"); and

**WHEREAS**, Baxter and the City agreed to Amendment No. 1 to the Agreement on August 21, 2010; and

**WHEREAS**, during the design phase of the new digester, it was discovered that the existing main boiler is in imminent danger of failing, and the existing heat source for the Sludge Processing Building has already failed; and

**WHEREAS**, due to these emergency circumstances, the corporate authorities of the City find that it is advisable, necessary and in the public interest that Baxter and the City agree to Amendment No. 2 to the Agreement to provide for the design and installation of a boiler for the Sludge Processing Building and replacement of the main boiler in the Boiler Building (hereinafter the "Project"), for a total cost not to exceed Four Hundred Seventy-Three Thousand Dollars (\$473,000.00); and

**WHEREAS**, Baxter intends to employ Dahme Mechanical Industries, Inc. (hereinafter "Dahme") to serve as the construction contractor for the Project; and

**WHEREAS**, the corporate authorities of the City have the authority, pursuant to Section 8-9-

1 of the Illinois Municipal Code (65 ILCS 5/8-9-1), when it is in the best interests of the City, to waive competitive bidding for public improvement projects if authorized by a vote of two-thirds of the Alderman then holding office; and

**WHEREAS**, based upon the emergency circumstances that exist, the corporate authorities of the City find that it is advisable, necessary and in the public interest that the City waive competitive bidding for the construction portion of the Project.

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

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

**Section 2:** It is hereby determined that it is advisable, necessary and in the public interest that Baxter and the City agree to Amendment No. 2 to the Agreement, for a total cost not to exceed Four Hundred Seventy-Three Thousand Dollars (\$473,000.00).

**Section 3:** The corporate authorities of the City hereby determine that competitive bidding for the construction portion of the Project is hereby dispensed with and waived.

**Section 4:** 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, Amendment No. 2 to the Agreement, a copy of which is attached hereto marked as Exhibit "A" and made a part hereof.

**[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]**

**Section 5:** This Ordinance shall be in full force and effect upon its passage by two-thirds (2/3) vote of the Aldermen and approval in accordance with law.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2011.

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2011.

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

ATTESTED and filed in my office,  
this \_\_\_\_ day of \_\_\_\_\_, 2011.

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

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance to approve and authorize Amendment No. 2 to the Professional Engineering Services Agreement with Baxter and Woodman, Inc. for the Anaerobic Digester Improvements, in an amount not to exceed Four Hundred Seventy-Three Thousand Dollars (\$473,000.00).

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the City Council, the City Attorney prepared an ordinance to authorize execution of Amendment No. 2 to the Professional Engineering Services Agreement entered into on October 5, 2009 with Baxter & Woodman, Inc. for the Anaerobic Digester Improvements.

**Exhibit "A"**

AGREEMENT  
between  
THE CITY OF ELMHURST, ILLINOIS  
and  
BAXTER & WOODMAN, INC.  
for the furnishing of  
PROFESSIONAL ENGINEERING SERVICES  
for the  
PLANNING DESIGN, BIDDING, AND LOAN ASSISTANCE  
SERVICES REQUIRED FOR ANAEROBIC DIGESTER IMPROVEMENTS

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***ENGINEERING SERVICES AGREEMENT  
AMENDMENT NO. 2  
BOILER IMPROVEMENTS DESIGN/BUILD***

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***THIS AGREEMENT AMENDMENT*** is made this \_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Elmhurst, Illinois, hereinafter referred to as the CITY, and Baxter & Woodman, Inc., Consulting Engineers, hereinafter referred to as the ENGINEER for the purpose of amending the Engineering Services Agreement between these parties dated October 5, 2009, and amended on August 21, 2010, hereinafter referred to as the AGREEMENT, to include the design and installation of a boiler for the Sludge Processing Building and replacement of the main boiler in the Boiler Building.

***WITNESSETH*** that in consideration of the covenants herein, these parties agree as follows:

***PAGE 2*** of the AGREEMENT is hereby amended by adding the following paragraph:

**“Boiler Improvements Design/ Build**

The City desires to hire a Design/Build team for the design and installation of a boiler for the Sludge Processing Building and replacement of the main boiler in the Boiler Building, hereinafter referred to as the D/B PROJECT. The D/B PROJECT consists of:

1. Providing a hot water heating boiler in the Sludge Processing Building (SPB) as follows:
  - a. 2.0 MMBtu/h input, natural gas fired, high efficiency, condensing hot water boiler designed to connect to the existing Sludge Processing Building hot water heating loop as well as the interconnect with the plant-wide hot water heating loop. Boiler will be powered from the existing SPB electrical system.

Provisions for SCADA connections will be provide at the boiler but not provided under this project.

- b. Locate the boiler in the basement of the Sludge Processing Building, at the location of the existing 6,000 gallon polymer storage tank (to be removed). Provide combustion air ductwork and louver from the west wall of the SPB. Provide boiler vent through the east wall.
  - c. Provide for connection of the existing natural gas plant piping to the new boiler in the Sludge Processing Building. This will entail a new underground gas pipe from the Engine Generator Building.
2. Preparation of Construction Documents as follows:
    - a. Installation of the new hot water type boiler in the Sludge Processing Building,
    - b. Inclusion of the final design documents for the replacement Main Boiler in the Digester Control Building from the WWTP Digester Improvements Project.
  3. Providing Construction Services related to installation of the new boilers.

The City has selected Baxter & Woodman, Inc., hereinafter referred to as the ENGINEERS, and a CONTRACTOR selected by the ENGINEERS, as the DESIGN/BUILDER, for the D/B PROJECT. The ENGINEERS will provide professional engineering services during the design and construction of the D/B PROJECT, and the CONTRACTOR will construct the PROJECT. The CITY will hire the ENGINEERS for the D/B PROJECT and the ENGINEERS will hire the CONTRACTOR for the construction work. The ENGINEERS will provide design services for the D/B PROJECT, and prepare the Construction Contract Documents, hereinafter referred to as the CONTRACT. The CONTRACT and this Agreement are collectively referred to as the DESIGN/BUILD CONTRACT.”

**PAGE 9** of the AGREEMENT is hereby amended by adding the following sentence to the end of Section A.11:

“If this Agreement is terminated by either party, the ENGINEERS shall be paid for services performed, equipment purchased, and installation work completed to the effective date of termination, including reimbursable expenses and charges by the construction CONTRACTOR.”

**PAGE 15** of the AGREEMENT is hereby amended by adding the following sentence to the end of Section B.3.a:

“The ENGINEER shall receive, as full payment for all engineering and completing all services required of the ENGINEER related to the design and installation of a boiler for the Sludge Processing Building and replacement of the main boiler in the Digester Control Building under this AMENDMENT NO. 2, an amount which shall in no event exceed Four Hundred Seventy-Three Thousand Dollars (\$473,000.00)

**PAGE 17** of the AGREEMENT is hereby amended by adding the following paragraphs to the end of Section C:

“10. The DESIGN/BUILDER will design, build, own, and test the PROJECT according to the terms of the DESIGN/BUILD CONTRACT before conveying the PROJECT or any portion thereof to the CITY.

11. For the D/B PROJECT, the CITY and ENGINEERS agree to the following: (1) the Construction Contract Documents shall be reviewed and approved by the City Attorney prior to execution ; (2) the CITY will have the responsibility and authority of the OWNER as defined in the Construction Contract Documents of the PROJECT notwithstanding the fact that the facilities to be constructed will be owned by the DESIGN/BUILDER until conveyed to the CITY; (3) the ENGINEERS will have the responsibility and authority of the ENGINEERS as defined in the Construction Contract Documents; and (4) the CONTRACTOR will have the duties, responsibilities and authority of the CONTRACTOR as defined in the Construction Contract Documents.”

All other provisions of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by their duly authorized officers as of the day and year first above written.

**BAXTER & WOODMAN, INC.**

**CITY OF ELMHURST, ILLINOIS**

By \_\_\_\_\_  
Vice President/COO

By \_\_\_\_\_  
Peter P. DiCianni III, Mayor

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

(SEAL)

(SEAL)

ATTEST:

ATTEST:

\_\_\_\_\_  
Deputy Secretary

\_\_\_\_\_  
City Clerk

Attachment

R-08 - 2011

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION  
OF A WELL ABANDONMENT AGREEMENT BY AND  
BETWEEN ARCADIS, U.S., INC. AND THE CITY OF ELMHURST**

**WHEREAS**, BP Products North America, LLC (hereinafter "BP"), is the client of Arcadis, U.S., Inc. (hereinafter "Arcadis"), and is a successor-in-interest to an entity that operated a retail service station at 575 W. St. Charles Road, Elmhurst, Illinois (hereinafter the "Station Property"); and

**WHEREAS**, the Station Property during its operations had certain releases that Arcadis is remediating under Illinois laws and regulations in order to obtain regulatory closure in accordance with 35 Ill. Admin. Code Part 732 and 35 Ill. Admin. Code Part 742; and

**WHEREAS**, the Station Property is now being used as a retail shopping area, and the Station Property is within the two hundred foot (200') setback zone of a back-up municipal well, Elmhurst Municipal Well Number 4, which the City has not used for a period of time and is located to the south of the Station Property; and

**WHEREAS**, Arcadis, on behalf of its client, BP, seeks the City's authorization as part of the remediation work to properly abandon, decommission and seal Elmhurst Municipal Well Number 4.

**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 set forth in the preamble to this Resolution are found to be true and correct and are hereby incorporated as part of this Resolution.

**Section 2:** The Well Abandonment Agreement by and between Arcadis, U.S., Inc.

and the City of Elmhurst (hereinafter the "Agreement"), a copy of which is attached hereto marked as Exhibit "A" and made a part hereof, is hereby approved.

**Section 3:** The Mayor be and is hereby authorized and directed to execute, and the City Clerk be and is hereby authorized and directed to attest to the Agreement on behalf of the City.

**Section 4:** This Resolution shall be in full force and effect upon its passage and approval, as required by law.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2011.

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2011.

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

ATTESTED and filed in my office,  
this \_\_\_\_ day of \_\_\_\_\_, 2011.

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

COUNCIL ACTION SUMMARY

SUBJECT: Resolution to approve and authorize the execution of a well abandonment agreement by and between Arcadis, U.S., Inc. and the City of Elmhurst

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the City Council, the City Attorney prepared a resolution to approve and authorize the execution of a well abandonment agreement by and between Arcadis, U.S., Inc. and the City of Elmhurst.

**Exhibit "A"**

Well Abandonment Agreement  
By and Between  
Arcadis, U.S, Inc.  
and  
the City of Elmhurst

**THIS WELL ABANDONMENT AGREEMENT ("Agreement")** is entered into by and between **ARCADIS U.S., INC.**, a Delaware corporation ("**ARCADIS**"), and **City of Elmhurst, Illinois**, ("**City**"). ARCADIS and City are collectively referred to herein as the "**Parties**" and each individually as a "**Party**."

## **I. Recitals**

A. WHEREAS, ARCADIS' client, BP North America Inc. ("**BP**"), is a successor-in-interest to an entity that operated a retail service station at 575 W. St. Charles Road, Elmhurst, Illinois, commonly referred to as BP Facility No. **06943** (the "**Station Property**");

B. WHEREAS, the Station Property during its operations had certain releases, LUST Incident Nos. 932611 and 991222, that ARCADIS is remediating under Illinois laws and regulations in order to obtain regulatory closure in accordance with 35 Ill. Admin. Code Part 732 ("**LUST**") and 35 Ill. Admin. Code Part 742 ("**TACO**");

C. WHEREAS, the Station Property is now being used as a retail shopping area, and the Station Property is within the 200 foot setback zone of a back-up municipal well, Elmhurst Municipal Well Number 4 ("**Back-up Well**"), which the City has not used for a period of time and is located to the south of the Station Property as shown on the Site Map attached as "**Exhibit A**";

D. WHEREAS, ARCADIS, on behalf of its client, BP, seeks the City's authorization as part of the remediation work to properly abandon, decommission and seal the Back-up Well;

E. WHEREAS, the City Council on April 12, 2010 authorized the proper abandonment, decommission and sealing of the Back-up Well; and

F. WHEREAS, ARCADIS and the City desire to set forth in writing the agreement of the Parties to abandon, decommission and seal the Back-up Well.

**NOW THEREFORE**, in consideration of the mutual promises and for any other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and ARCADIS agree as follows:

## **II. Terms and Conditions**

A. **Permission** The City hereby grants permission to ARCADIS, its employees, agents, representatives, consultants and contractors (collectively, "**Personnel**"), to abandon, decommission and seal the Back-up Well in accordance with Illinois Water Well Construction Code, 77 IAC Chapter 1 Section 920,

("Decommissioning Requirements") and the provisions of this Agreement, including the activities specified in "Exhibit B" ("Work").

- B. **Manner of Performance** ARCADIS shall, at its sole cost and expense, select a licensed water well driller pursuant to the Water Well Pump and Installation Contractor's License Act, to perform the Work.
- C. **Cooperation** The City agrees to cooperate with ARCADIS by providing any available information, including geologic data, well location, year drilled, any related permits and sampling data, in order to prepare any work plans and forms needed to comply with the Decommissioning Requirements. The Parties shall work together to obtain any permits required, and to complete the Water Well Sealing Form that shall be submitted to the Illinois Department of Public Health or approved local health department in a timely manner and consistent with the requirements of the Decommissioning Requirements in Section 920.120 (e) Notification.

In addition, the City agrees to provide all necessary input for execution of the Highway Access Agreement (HAA) that is required in order to complete the environmental remediation. In addition, an Environmental Land Use Control (ELUC) will be approved and put into place to assure that groundwater in the vicinity of the Back-up Well is not used for potable uses, and the City agrees to take all steps to ensure that an appropriate ELUC is put in place in a timely manner. The Illinois Environmental Protection Agency approved model documents for the HAA and the ELUC which are attached as **Exhibit C**. The locations of the ELUC and HAA are shown on **Exhibit A**.

The City agrees to cooperate with ARCADIS by providing qualified personnel to assist in planning and implementing the site activities during the Work. The City will be required to de-energize site utilities prior and during the Work. In addition, the City will take the water tank out of service for the duration of the Back-up Well's decommissioning activities, and the City will remove part of or the entire tree on the property to provide sufficient access the Back-up Well. The City will repair the pump house soffit if such soffit needs to be removed in order to complete the Work.

- D. **Indemnification** ARCADIS agrees to indemnify, defend, and hold the City, its elected officials, and employees (the "**Indemnitees**") harmless from and against any liabilities, damages, costs, losses, claims, liens, actions, or lawsuits (the "**Claims**"), which they may incur, including, without limit, reasonable attorney's fees, to the extent arising out of, or connected or associated with ARCADIS or its Personnel in performing the Work. ARCADIS shall not be liable to the City to the extent that any Claims were caused by the negligence, willful misconduct or intentional acts of the Indemnitees.
- E. **Insurance** ARCADIS and its subcontractors who perform the Work under this Agreement shall maintain liability insurance coverage in accordance with the

service agreements between ARCADIS and its subcontractors. Such insurance shall include, as a minimum:

Worker's Compensation/Employer's Liability: Statutory Limits,

Commercial Liability Insurance, including Contractual Liability, Property Damage, Bodily Injury and Death, \$1,000,000 per occurrence, \$2,000,000 annual aggregate,

Automobile Liability: \$1,000,000 per accident combined single limit, \$2,000,000 aggregate,

Pollution Liability Coverage: \$3,000,000 with a combined single limit, and

Professional Errors and Omissions Insurance with a limit of at least \$1,000,000 per claim.

ARCADIS shall name the City as an additional insured and shall deliver certificates of insurance to the City prior to commencement of the Work.

- F. **Liens** ARCADIS shall discharge at once or bond or otherwise secure against all liens and attachments that are filed in connection with the Work, and shall indemnify and save the City from and against any and all claims resulting directly from such liens and attachments.
- G. **Release** ARCADIS waives, releases and discharges the City from all present or future claims, causes of action, or demands that ARCADIS now has or may hereafter accrue on account of or in any way growing out of any and all known and unknown, or seen and unforeseen bodily and personal injuries or property damage and the consequences thereof resulting, or which may result, from ARCADIS' Work. Claims arising out of the negligence or willful misconduct of the City are excluded from this Release.
- H. **Records** ARCADIS shall provide the City with copies of all records and forms prepared in order to perform the Work. All records or documents generated by ARCADIS pursuant to this Agreement are not intended or represented to be suitable for reuse by the City or others for any other project or purposes than that for which the same were created. The City agrees not to reuse said records or documents for any other project or for any other purpose other than that for which they were created without the prior written consent of ARCADIS.
- I. **Counterparts** This Agreement may be executed in counterparts, all of which together shall constitute one and the same agreement.
- J. **Integration** This document represents the entire agreement between the Parties with respect the Work described herein and supersedes all prior understandings and agreements. No modification of the terms hereof shall be effective unless in

writing and duly executed by the authorized representatives of the respective Parties.

- K. **No Admission of Liability** The Parties acknowledge and agree that neither this Agreement, nor the act of entering into it or any act or omission pursuant hereto shall be construed as an admission of any nature.
- L. **Compliance With Laws** The Parties will use reasonable care to comply with the applicable laws in effect at the time the Work is performed hereunder, which to the best of their knowledge, information and belief apply to the obligations under this Agreement.
- M. **Severability** If any part, clause or condition of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intents of the Parties. In any event, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated; provided, however, in no event shall either Party be deprived of a material consideration by operation of this provision.
- N. **Waiver of Covenants, Conditions or Remedies** The waiver by one Party of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant or condition under this Agreement.
- O. **Choice of Law** This Agreement shall be interpreted, and any dispute arising hereunder shall be resolved, in accordance with the substantive laws of the State of Illinois, without reference to choice of law rules.
- P. **Contract Bond and Certifications.** ARCADIS shall furnish a performance and payment bond with good and sufficient sureties in the full amount of this Agreement as the penal sum. The surety shall be acceptable to the City, shall waive notice of any changes and extensions of time, and shall submit its bond in substantially the same form attached hereto. The Certification Form attached hereto shall be executed by ARCADIS, and it is agreed among the parties that the assurances contained in the Certification Form are each a material representation of fact upon which reliance is placed by the City in entering into this Agreement with ARCADIS.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by its duly authorized representative and effective as of the last date set forth below (the "Effective Date").

ARCADIS U.S., INC.

Dated: March 2, 2011

By: *[Signature]*

Name: Adam Tokarski

Its: Central Project Manager

CITY OF ELMHURST, ILLINOIS

Dated: \_\_\_\_\_, 2011

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Exhibit A

Site Location Map



**Exhibit B**  
**Description of Work**

Work shall be consistent with the Decommissioning Requirements and include the following:

1. Sealing of Elmhurst Municipal Well 4 by a licensed water well driller pursuant to the Water Pump & Instillation Contractor's License Act.
2. The well will be disinfected prior to sealing and sealed consistent with Section 920.120 (b) of 77 Illinois Administrative Code Chapter I.
3. The well casing or liner shall be removed to at least 2 feet below final grade and the pump and drop pipe will be removed as appropriate consistent with Section 920.120 (d).
4. Notification of abandonment and completion of sealing will be made consistent with Section 920.120 (e). Appropriate documentation consistent with Section 920.120 e) 2) will be completed not more than 30 days after the well is sealed. This documentation will be submitted to the Illinois Department of Public Health, or approved local health department and will include all forms identified in Section 1920.120 e) 2). Copies of the required documentation will be provided to the City within 30 days of the completion of the Work.

Exhibit C  
ELUC and HAA

PREPARED BY:

Name: Adam Tokarski  
ARCADIS U.S., Inc  
Address: 10 S. Riverside Plaza, STE 1900  
Chicago, Illinois 60606

WITH A COPY TO:

Name: Donald J. Storino  
City Attorney  
Address: 9501 W. Devon Avenue, Suite 800  
Rosemont, Illinois 60018

RETURN TO:

Name: Adam Tokarski  
ARCADIS U.S., Inc  
Address: 10 S. Riverside Plaza, STE 1900  
Chicago, Illinois 60606

THE ABOVE SPACE FOR RECORDER'S OFFICE

**Model Environmental Land Use Control**

THIS ENVIRONMENTAL LAND USE CONTROL ("ELUC"), is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by City of Elmhurst, ("Property Owner") of the real property located at the common address 368 S. Scott Street ("Property"). WHEREAS, 415 ILCS 5/58.17 and 35 Ill. Adm. Code 742 provide for the use of an ELUC as an institutional control in order to impose land use limitations or requirements related to environmental contamination so that persons conducting remediation can obtain a No Further Remediation determination from the Illinois Environmental Protection Agency ("IEPA"). The reason for an ELUC is to ensure protection of human health and the environment. The limitations and requirements contained herein are necessary in order to protect against exposure to contaminated soil or groundwater, or both, that may be present on the property as a result of Petroleum Storage & distribution activities. Under 35 Ill. Adm. Code 742, the use of risk-based, site-specific remediation objectives may require the use of an ELUC on real property, and the ELUC may apply to certain physical features (e.g., engineered barriers, monitoring wells, caps, etc.)

WHEREAS, BP Products North America LLC intends to request risk-based, site specific soil and groundwater remediation objectives from IEPA under 35 Ill. Adm. Code 742 to obtain risk-based closure of the site, identified by Bureau of Land LPC 0430355145, utilizing an ELUC.

NOW, THEREFORE, the recitals set forth above are incorporated by reference as if fully set forth herein, and the Property Owner agrees as follows:

Section One. Property Owner does hereby establish an ELUC on the real estate, situated in the County of DuPage, State of Illinois and further described in Exhibit A attached hereto and incorporated herein by reference (the "Property").

Attached as Exhibit B are site maps that show the legal boundary of the Property, any physical features to which the ELUC applies, the horizontal and vertical extent of the contaminants of concern above the applicable remediation objectives for soil or groundwater or both, and the nature, location of the source, and direction of movement of the contaminants of concern, as required under 35 Ill. Adm. Code 742.

Section Two. Property Owner represents and warrants **he/she** is the current owner of the Property and has the authority to record this ELUC on the chain of title for the Property with the Office of the Recorder or Registrar of Titles in DuPage County, Illinois.

Section Three. The Property Owner hereby agrees, for **himself/herself**, and **his/her** heirs, grantees, successors, assigns, transferees and any other owner, occupant, lessee, possessor or user of the Property or the holder of any portion thereof or interest therein, **that the groundwater under the Property shall not be used as a potable supply of water, and any contaminated groundwater or soil that is removed, excavated, or disturbed from the Property described in Exhibit A herein must be handled in accordance with all applicable laws and regulations.**

Section Four. This ELUC is binding on the Property Owner, **his/her** heirs, grantees, successors, assigns, transferees and any other owner, occupant, lessee, possessor or user of the Property or the holder of any portion thereof or interest therein. This ELUC shall apply in perpetuity against the Property and shall not be released until the IEPA determines there is no longer a need for this ELUC as an institutional control; until the IEPA, upon written request, issues to the site that received the no further remediation determination a new no further remediation determination approving modification or removal of the limitation(s) or requirement(s); the new no further remediation determination is filed on the chain of title of the site subject to the no further remediation determination; and until a release or modification of the land use limitation or requirement is filed on the chain of title for the Property.

Section Five. Information regarding the remediation performed on the Property may be obtained from the IEPA through a request under the Freedom of Information Act (5 ILCS 140) and rules promulgated there under by providing the IEPA with the [10-digit LPC or identification number] listed above.

Section Six. The effective date of this ELUC shall be the date that it is officially recorded in the chain of title for the Property to which the ELUC applies.

WITNESS the following signatures:

Property Owner(s)

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF DUPAGE)

I, \_\_\_\_\_ the undersigned, a Notary Public for said County and State, DO HEREBY CERTIFY, that \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the Property Owner(s) of 368 S. Scott St., and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that in said capacities they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public

PIN NO. 06-10-204-003

**Exhibit A**

The subject property is located in the City of Elmhurst, DuPage County, State of Illinois, commonly known as 368 S. Scott Street, Elmhurst, Illinois and more particularly described as:

368 S. Scott Street, Elmhurst, Illinois

**LEGAL DESCRIPTION**

That part of Lot 17 of Woodruff's Addition to Elmhurst, recorded as Document No. 155407 on April 25, 1922, lying east of the east right-of-way line of Robert Kingaroy Highway (Illinois State Route 83) and north of the southerly lot line of Lot 7 in said Woodruff's Addition, extended westerly to a point on the east right-of-way line of said Robert Kingaroy Highway, all in the Northeast Quarter of Section 10, Township 39 North, Range II, east of the Third Principal Meridian, in DuPage County, Illinois.

**REAL ESTATE TAX INDEX OR PARCEL # 06-10-204-003  
(PURSUANT TO SECTION 742. 1010(D)(2))**

**Exhibit B**

IN ACCORDANCE WITH SECTION 742.1010(D)(8)(A)-(D), PROVIDE ALL THE FOLLOWING ELEMENTS. ATTACH SEPARATE SHEETS, LABELED AS EXHIBIT B, WHERE NECESSARY.

- (A) A scaled map showing the legal boundary of the property to which the ELUC applies.
- (B) Scaled maps showing the horizontal and vertical extent of contaminants of concern above the applicable remediation objectives for soil and groundwater to which the ELUC applies.
- (C) Scaled maps showing the physical features to which an ELUC applies (e.g., engineered barriers, monitoring wells, caps, etc.).
- (D) Scaled maps showing the nature, location of the source, and direction of movement of the contaminants of concern.

CITY OF ELMHURST, ILLINOIS  
 575 WEST ST. CHARLES ROAD, ELMHURST, ILLINOIS  
 60120-1000  
 TEL: 630.255.1000  
 WWW.CITYOFELMHURST.IL.GOV



- LEGEND**
- PROPERTY BOUNDARY
  - MUNICIPAL WELL
  - CITY OF ELMHURST ENVIRONMENTAL LAND USE CONTROL

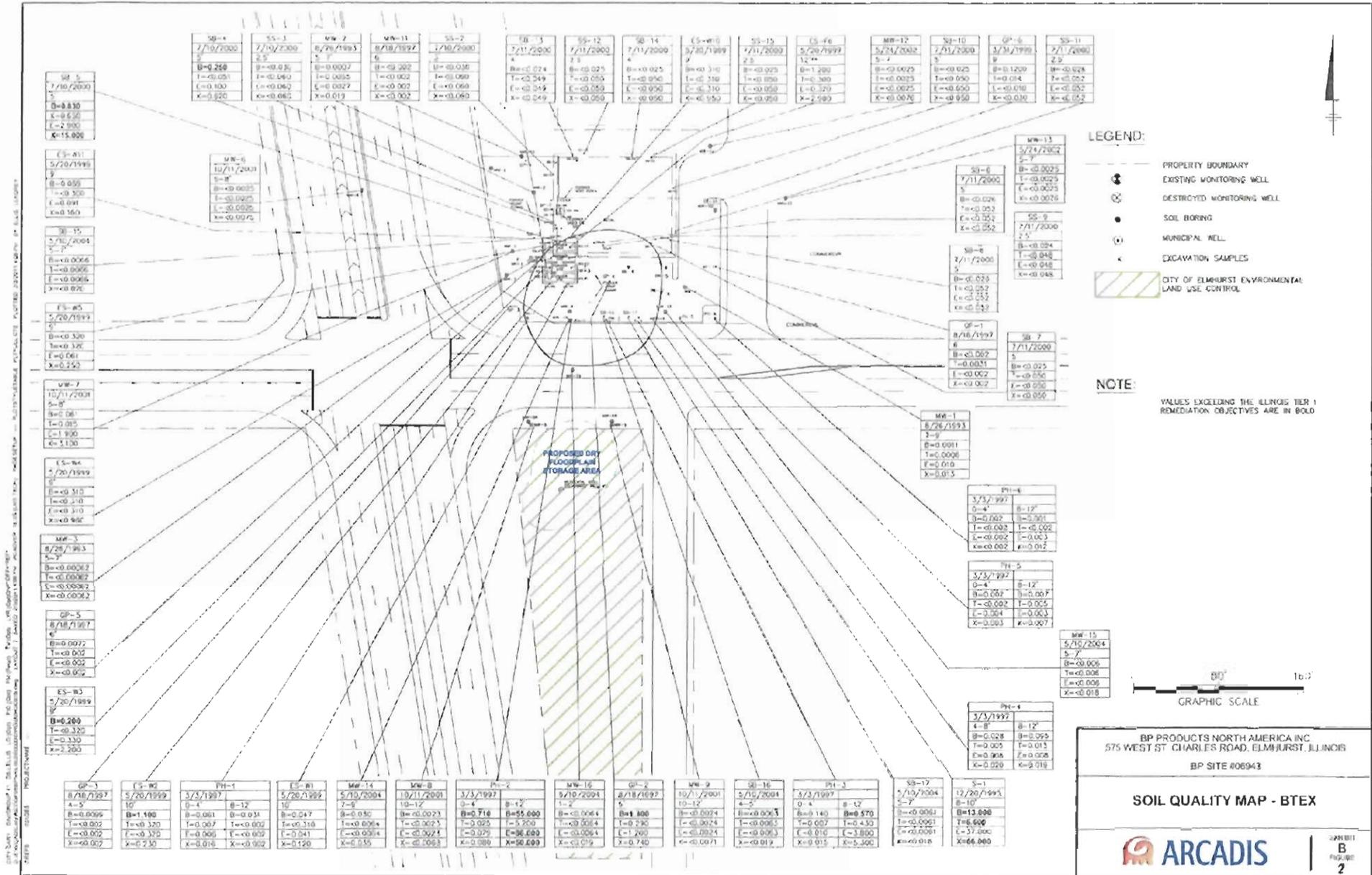


BP PRODUCTS NORTH AMERICA INC.  
 575 WEST ST. CHARLES ROAD, ELMHURST, ILLINOIS  
 BP SITE #05943

**SITE MAP**

**ARCADIS**

EXHIBIT  
 FIGURE  
 1

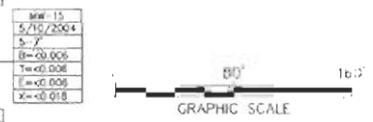


**LEGEND:**

- PROPERTY BOUNDARY
- ⊕ EXISTING MONITORING WELL
- ⊗ DESTROYED MONITORING WELL
- SOIL BORING
- ⊙ MUNICIPAL WELL
- ⊕ EXCAVATION SAMPLES
- ▨ CITY OF ELMHURST ENVIRONMENTAL LAND USE CONTROL

**NOTE:**

VALUES EXCEEDING THE ILLINOIS TIER 1 REMEDIATION OBJECTIVES ARE IN BOLD



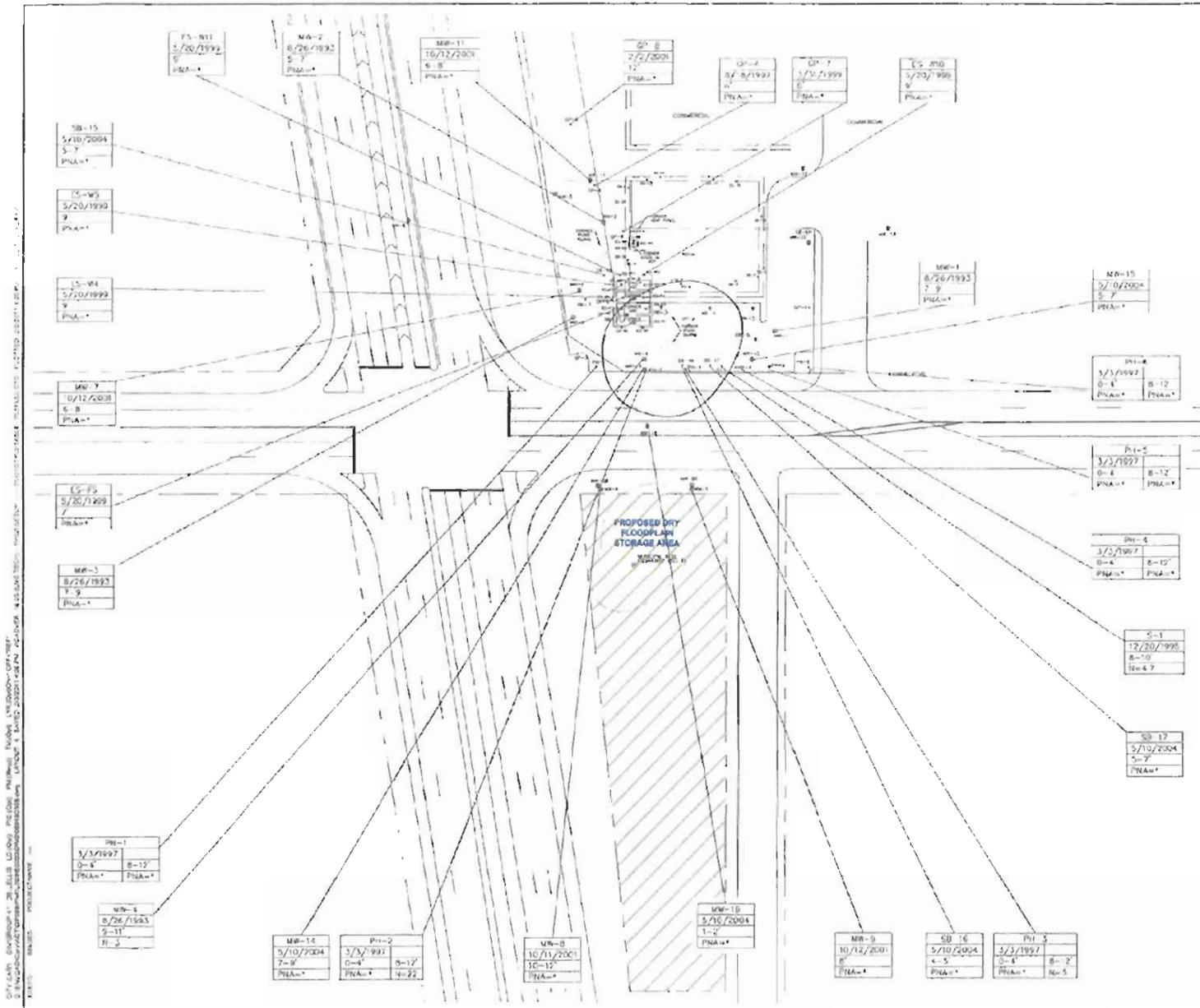
BP PRODUCTS NORTH AMERICA INC  
575 WEST ST CHARLES ROAD, ELMHURST, ILLINOIS  
BP SITE #06943

**SOIL QUALITY MAP - BTEX**



DATE: 11/11/2004 10:00 AM PROJECT: BTEX SOIL QUALITY MAP - BTEX  
 DRAWN BY: J. B. B. (JBB) CHECKED BY: J. B. B. (JBB)  
 PROJECT: BTEX SOIL QUALITY MAP - BTEX





**LEGEND**

- PROPERTY BOUNDARY
- EXISTING MONITORING WELL
- DESTROYED MONITORING WELL
- SOIL BORING
- MUNICIPAL WELL
- EXCAVATION SAMPLES
- CITY OF ELMHURST ENVIRONMENTAL LAND USE CONTROL

**NOTE:**

VALUES EXCEEDING THE ILLINOIS TIER 1 REMEDIATION OBJECTIVES ARE IN BOLD.



BP PRODUCTS NORTH AMERICA INC.  
575 WEST ST. CHARLES ROAD, ELMHURST, ILLINOIS  
BP SITE #06943

**SOIL QUALITY MAP - PNAs**

EXHIBIT  
B  
FIGURE  
4

DATE: 10/12/2001  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT: [Name]  
 SHEET: [Name]

**CERTIFICATION FORM**

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

I, Adam Tokarski, hereby certify that I am the Certified Project Manager  
(Name of Person Certifying) (Office of Person Certifying)  
of the Contractor and as such hereby represents and warrants to the City of Elmhurst, a municipal corporation, that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

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

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

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

substance including cannabis, is prohibited in the Contractor's workplace;

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

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

- (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 the Contractor 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 the Contractor 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; and
- (L) the Contractor acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this agreement are considered a public record of the City; and therefore, within thirty (30) days of completion of the work required of the Contractor under this agreement, the Contractor shall produce to the City, in electronic format, all records that directly relate to the governmental function performed by the Contractor under this agreement at no additional cost to the City; and furthermore, the Contractor shall review its records and promptly produce to the City any additional records in the Contractor's possession which the City requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Contractor shall produce to the City such records within three (3) business days of a request for such records from the City at no additional cost to the City.

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

Dated: March 2, 2011

Contractor: ARCADIS

By: [Signature]

(Authorized Agent of CONTRACTOR)

Title: Certified Project Manager

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )



I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Adam Tokarski, known to me to be the \_\_\_\_\_  
(Name of Signatory) (Office)  
of the Contractor, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: 3-2- \_\_\_\_\_, 2011

Pamela A Thompson  
Notary Public

**CONTRACT BOND**

Bond #K08477450

Arcadis U.S., Inc., as Principal, and

(Name of Contractor)

Westchester Fire Insurance Company as Surety is held and ~~firmly~~ bound unto the City of Elmhurst in the penal sum of Fifty Eight Thousand & 00/100 Dollars (\$58,000.00), 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 11th day of February, 2011 A.D.

**PRINCIPAL**

Arcadis U.S., Inc.

(Name of Contractor)

By: [Signature]

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

**SURETY**

Westchester Fire Insurance Company By: [Signature]

(Name of Surety)

(Signature of Attorney-in-Fact)

**U. Theresa Gardner, Attorney-in-Fact**

STATE OF Colorado )  
ILLINOIS ) ss.  
COUNTY OF Douglas )

I, CONNIE J SHANK, a Notary Public in and for said county, do hereby certify that  
Steven J Niparko of ARCADIS U.S., Inc. and  
(Name of Owner or Officer) (Name of Contractor)

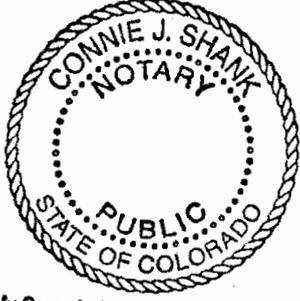
as \_\_\_\_\_ of \_\_\_\_\_  
(Name of individual signing on behalf of Surety) (Office of individual signing on behalf of Surety) (Name of Surety)

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 11th day of February A.D. 2011  
~~2010~~

Connie J. Shank  
Notary Public

My commission expires 07-27, 2011.



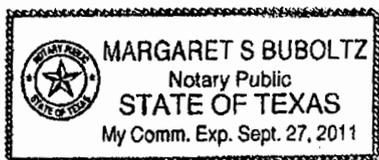
My Commission Expires 07/27/2011

State of Texas §

County of Harris §

Before me, the undersigned authority, on this day personally appeared **U. Theresa Gardner** known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact for **Westchester Fire Insurance Company** and acknowledged to me that she executed the same for purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 11th day of February, 2011



*Margaret S. Buboltz*  
Notary Public in and for The  
State of TEXAS  
Margaret S. Buboltz  
My commission expires:  
09/27/2011

# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons' written appointments as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Donna L. Williams, Lisa Ward, Lupe Tyler, Margaret Buboltz, Michael J. Herford, Nancy Thomas, U. Theresa Gardner, Wendy Stuckey, all of the City of HOUSTON, Texas, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five million dollars & zero cents (\$25,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 23 day of December 2010.

WESTCHESTER FIRE INSURANCE COMPANY

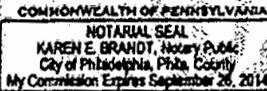


*Stephen M. Haney*  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

ss. On this 23 day of December, AD. 2010 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



*Karen E. Brandt*  
KAREN E. BRANDT  
NOTARY PUBLIC

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 11th day of February, 2011.



*William L. Kelly*  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER December 23, 2012.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
02/16/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): (866) 283-7122      FAX (A/C No.): (847) 953-5390	
	<b>E-MAIL ADDRESS:</b> PRODUCER CUSTOMER ID #: 570000005571	
<b>INSURED</b> ARCADIS U.S., Inc. 630 Plaza Dr Ste 200 Highlands Ranch CO 80129-2379 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Lexington Insurance Company	<b>NAIC #</b> 19437
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER:** 570041619809      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTDS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DEDUCTIBLE RETENTION						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATU-TORY LIMITS    OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Contractor Poll			015448990 Prof. & Poll. Liability SIR applies per policy terms & conditions	06/01/2010	06/01/2011	Each Claim \$3,000,000 Annual Aggregate \$3,000,000

Certificate No : 570041619809

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Project No: GP09BPNA.L003.K0000. City of Elmhurst is added as additional Insured on the Pollution Liability policy as respects Liability arising out of activities by, or on behalf of the named Insured. For Professional Liability coverage, the Aggregate Limit is the total insurance available for claims presented within the policy period for all operations of the insured. The

**CERTIFICATE HOLDER****CANCELLATION**

City of Elmhurst  
 209 N. York Road  
 Elmhurst IL 60126 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Services South Inc.*

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ACORD 25 (2009/09)

The ACORD name and logo are registered marks of ACORD





AGENCY CUSTOMER ID: 57000005571

LOC #:

**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY Aon Risk Services South, Inc.		NAMED INSURED ARCADIS U.S., Inc.	
POLICY NUMBER See Certificate Number: 570041619809			
CARRIER See Certificate Number: 570041619809	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

**Additional Description of Operations / Locations / Vehicles:**

Limit will be reduced by payments of indemnity and expense.  
Cancellation Provision shown herein is subject to shorter or longer time periods depending on the jurisdiction of, and reason for, the cancellation.

## HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this \_\_\_\_ day of February, 2011 by and between BP Products North America, Inc. ("BP"), formerly known as Amoco Oil Company, as owner or operator of underground storage tank(s) ("Owner/Operator"), and the City of Elmhurst, Illinois ("Highway Authority"), collectively known as the "Parties."

**WHEREAS**, BP Products North America, Inc. is the owner or operator of one or more leaking underground storage tanks presently or formerly located at 575 West St. Charles Road, Elmhurst, Illinois ("the Site");

**WHEREAS**, as a result of one or more releases or contaminants from the above referenced underground storage tanks ("the Releases"), soil and/or groundwater contamination at the Site exceed the Tier I residential remediation objectives of 35 Ill. Adm. Code 742;

**WHEREAS**, the soil and/or groundwater contamination exceeding Tier I residential remediation objectives extends or may extend into the Highway Authority's right-of-way;

**WHEREAS**, the Owner/Operator is conducting corrective action in response to the Releases;

**WHEREAS**, the Parties desire to prevent groundwater beneath the Highway Authority's right-of-way that exceeds Tier I remediation objectives from use as a supply for potable or domestic water and to limit access to soil within the right-of-way that exceeds Tier I residential remediation objectives so that human health and the environment are protected during and after any access;

**NOW THEREFORE**, the Parties agree as follows:

1. The recitals set forth above are incorporated by reference as if fully set forth herein.
2. The Illinois Emergency Management Agency has assigned incident numbers 932611 and 99122 to the Releases.
3. Attached as Exhibit A is a scaled map prepared by the Owner/Operator that shows the Site and surrounding area and delineates the current and estimated future extent of soil and groundwater contamination above the applicable Tier I residential remediation objectives as a result of the Releases.
4. Attached as Exhibit B is a table prepared by the Owner/Operator that lists each contaminant of concern that exceeds its Tier I residential remediation objective, its Tier I residential remediation objective and its concentrations

objective, its Tier 1 residential remediation objective and its concentrations within the zone where Tier 1 residential remediation objectives are exceeded. The locations of the concentrations listed in Exhibit B are identified on the map in Exhibit A.

5. Attached as Exhibit C is a scaled map prepared by the Owner/Operator showing the area of the Highway Authority's right-of-way that is governed by this Agreement ("Right-of-Way"). Because Exhibit C is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines.
6. The Owner/Operator intends to request risk-based, site specific soil and/or groundwater remediation objectives from Illinois Environmental Protection Agency ("IEPA") under 35 Ill. Admin. Code Part 742.
7. The Highway Authority stipulates it has jurisdiction over the Right-of-Way that gives it sole control over the use of the groundwater and access to the soil located within or beneath the Right-of-Way.
8. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.
9. The Highway Authority further agrees to limit access by itself and others to soil within the Right-of-Way exceeding Tier 1 residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair, maintain and operate a highway upon the Right-of-Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right-of-Way under permit have the right to remove soil or groundwater from the Right-of-Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right-of-Way, and make all existing permits for work in the Right-of-Way, subject to the following or a substantially similar condition:

As a condition of this permit the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.

1. This Agreement shall be referenced in the IEPA's no further remediation determination issued for the Releases.

2. The IEPA shall be notified of any transfer of jurisdiction over the Right-of-Way at least 30 days prior to the date the transfer takes effect. This Agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this Agreement as if the transferee were an original party to this Agreement. The transferee's agreement to be bound by the terms of this Agreement shall be memorialized at the time of transfer in a writing ("Rider") that references this Highway Authority Agreement and is signed by the Highway Authority, or subsequent transferor, and the transferee.
3. This Agreement shall become effective on the date the IEPA issues a no further remediation determination for the Releases. This Agreement shall remain effective until the Right-of-Way is demonstrated to be suitable for unrestricted use and the IEPA issues a new no further remediation determination to reflect there is no longer a need for this Agreement or until the Agreement is otherwise terminated or voided.
4. In addition to any other remedies that may be available, the IEPA may bring suit to enforce the terms of this Agreement or may, in its sole discretion, declare this Agreement null and void if the Highway Authority or a transferee violates any term of this Agreement. The Highway Authority or transferee and Owner/Operator shall be notified in writing of any such declaration.
5. This Agreement shall be null and void if a court of competent jurisdiction strikes down any part of provision of the Agreement. Furthermore, this Agreement shall be null and void should the IEPA not approve it, or should it not be referenced in the no further remediation letter; and the Agreement shall not be effective until approved by the IEPA.
6. This Agreement supersedes any prior written or oral agreements or understandings between the Parties on the subject matter address in the Agreement. The Agreement may be altered, modified or amended only upon the written consent and agreement of the Parties.
7. Any notices or other correspondence regarding this Agreement shall be sent to:

Manager, Division of Remediation Management  
Bureau of Land  
Environmental Protection Agency  
P.O. Box 19276

City of Elmhurst  
209 N. York Road  
Elmhurst, Illinois 60126

Owner/Operator  
BP Products North America, Inc.  
ATTN: Jane Bohn  
28100 Torch Parkway  
MC-28  
Warrenville, Illinois 60555

IN WITNESS WHEREOF, the Highway Authority has caused this Agreement to be signed by its \_\_\_\_\_, a duly authorized representative, and be binding upon it, its successors and assigns.

City of Elmhurst

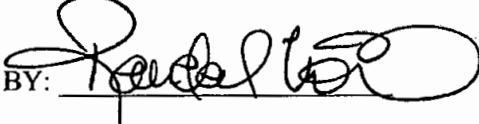
BY: \_\_\_\_\_

DATE: \_\_\_\_\_

(Printed) \_\_\_\_\_

Its: \_\_\_\_\_

IN WITNESS WHEREOF, Owner/Operator, BP Products North America Inc., has caused this Agreement to be signed by its duly authorized representative, and be binding upon it, its successors and assigns.

BY: 

DATE: 02/23/2011

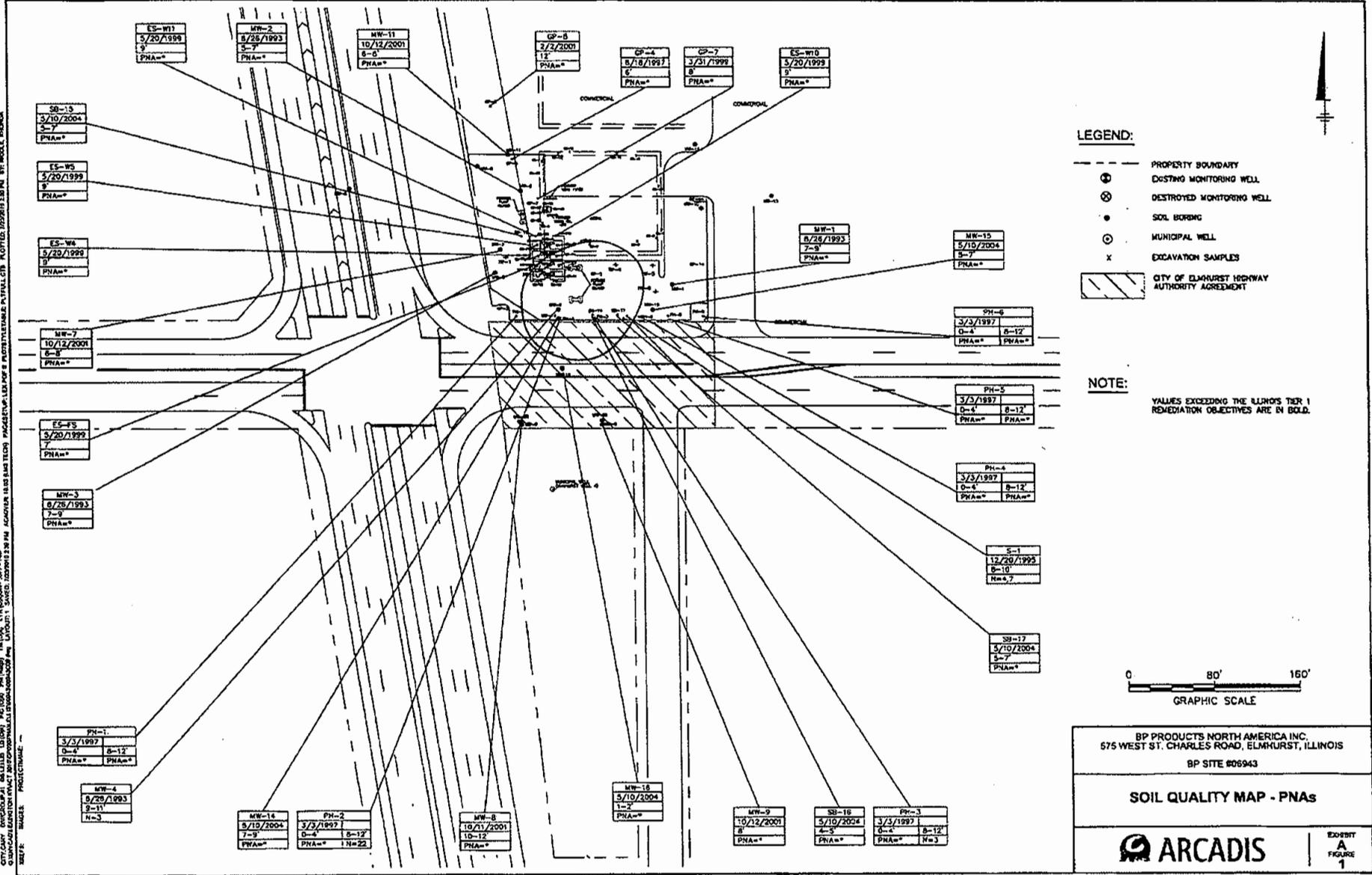
(Printed) Randal Coil

Its: Contracts Manager

ARCADIS

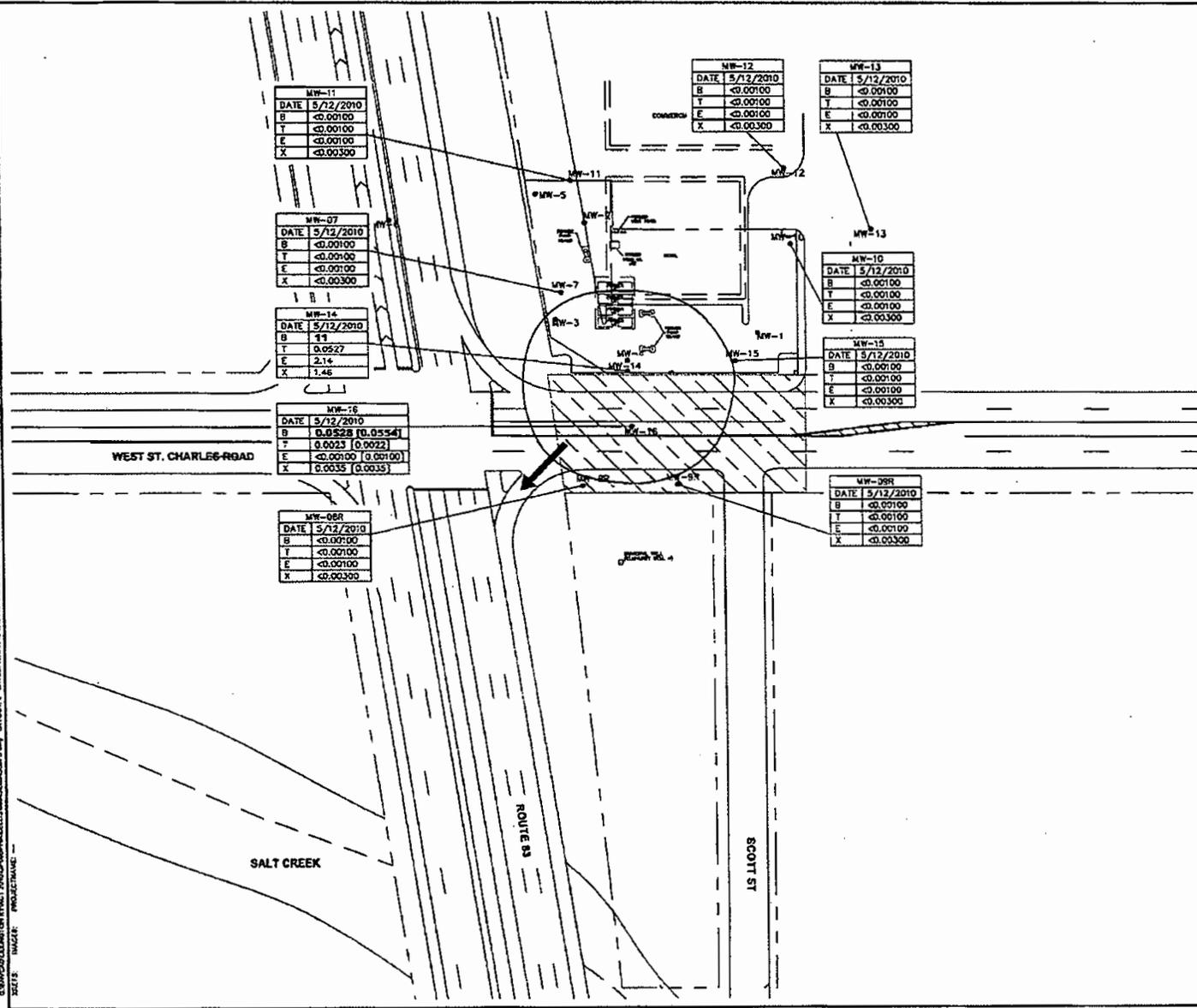
Exhibit A

CITY OF ELMHURST, ILLINOIS, 1500 W. 150TH ST., SUITE 100, ELMHURST, ILLINOIS 60120-1100  
 PROJECT: BP SITE 005943, 675 WEST ST. CHARLES ROAD, ELMHURST, ILLINOIS  
 DATE: 10/12/2001  
 DRAWN BY: J. SMITH  
 CHECKED BY: J. SMITH  
 APPROVED BY: J. SMITH  
 PROJECT: BP SITE 005943





CITY/COUNTY: DEWITT COUNTY, ILLINOIS; PROJECT: BP PRODUCTS NORTH AMERICA INC. 575 WEST ST. CHARLES ROAD, ELMHURST, ILLINOIS; DATE: 5/12/2010; SCALE: 1"=80'; DRAWN BY: J. B. BROWN; CHECKED BY: J. B. BROWN; PROJECT NAME: GROUNDWATER MONITORING DATA



MW-11	
DATE	5/12/2010
B	<0.00100
T	<0.00100
E	<0.00100
X	<0.00300

MW-07	
DATE	5/12/2010
B	<0.00100
T	<0.00100
E	<0.00100
X	<0.00300

MW-14	
DATE	5/12/2010
B	1.1
T	0.0527
E	2.14
X	1.46

MW-16	
DATE	5/12/2010
B	<b>0.0528 (0.0554)</b>
T	<b>0.0023 (0.0022)</b>
E	<0.00100 (0.00100)
X	<b>0.0035 (0.0035)</b>

MW-08R	
DATE	5/12/2010
B	<0.00100
T	<0.00100
E	<0.00100
X	<0.00300

MW-12	
DATE	5/12/2010
B	<0.00100
T	<0.00100
E	<0.00100
X	<0.00300

MW-13	
DATE	5/12/2010
B	<0.00100
T	<0.00100
E	<0.00100
X	<0.00300

MW-10	
DATE	5/12/2010
B	<0.00100
T	<0.00100
E	<0.00100
X	<0.00300

MW-15	
DATE	5/12/2010
B	<0.00100
T	<0.00100
E	<0.00100
X	<0.00300

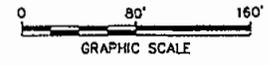
MW-08L	
DATE	5/12/2010
B	<0.00100
T	<0.00100
E	<0.00100
X	<0.00300

**LEGEND:**

- PROPERTY BOUNDARY
- EXISTING MONITORING WELL
- DESTROYED MONITORING WELL
- MUNICIPAL WELL
- GROUNDWATER FLOW DIRECTION
- CITY OF ELMHURST HIGHWAY AUTHORITY AGREEMENT

**NOTE:**

VALUES EXCEEDING THE ILLINOIS CLASS II GROUNDWATER ACTION LEVELS ARE BOLD.



BP PRODUCTS NORTH AMERICA INC.  
 575 WEST ST. CHARLES ROAD, ELMHURST, ILLINOIS  
 BP SITE #06943

**GROUNDWATER QUALITY MAP - BTEX**

ID: 06943  
 A  
 FIGURE  
 3

ARCADIS

**Exhibit B**

Exhibit B Summary of Groundwater Sample Analytical Results - Polynuclear Aromatic Hydrocarbons  
 Former BP Station No. 6943  
 575 W. St. Charles Road  
 Elmhurst, Illinois

Location ID	Date Collected	1-Methylnaphthalene mg/L	2-Chloronaphthalene mg/L	Acenaphthene mg/L	Acenaphthylene mg/L	Anthracene mg/L
Class II GW RO		--	--	2.1	1.05	10.5
GP-08	2/2/2001	NA	NA	<0.000570	NA	<0.000570
MW-06	10/25/2001	NA	NA	<0.000540	NA	<0.000540
	6/28/2002	NA	NA	<0.000400	NA	<0.000400
	1/17/2003	NA	NA	<0.000450	NA	<0.000450
	7/18/2003	NA	NA	<0.000500	NA	<0.000500
	1/13/2004	NA	NA	<0.000520	NA	<0.000520
MW-07	5/12/2004	NA	NA	<0.000600	NA	<0.000600
	10/25/2001	NA	NA	<0.000510	NA	<0.000510
	6/28/2002	NA	NA	<0.000470	NA	<0.000470
	1/17/2003	NA	NA	<0.000420	NA	<0.000420
	7/18/2003	NA	NA	<0.000500	NA	<0.000500
MW-08	1/13/2004	NA	NA	<0.000580	NA	<0.000580
	5/12/2004	NA	NA	<0.000610	NA	<0.000610
	10/12/2001	NA	NA	<0.000400	NA	<0.000400
	6/28/2002	NA	NA	<0.000400	NA	<0.000400
	1/17/2003	NA	NA	<0.000420	NA	<0.000420
MW-08R	7/18/2003	NA	NA	<0.000500	NA	<0.000500
	1/13/2004	NA	NA	<0.000520	NA	<0.000520
	5/12/2004	NA	NA	<0.000540	NA	<0.000540
	3/27/2009	NA	NA	NA	NA	NA
	10/12/2001	NA	NA	<0.000400	NA	<0.000400
MW-09	1/17/2003	NA	NA	<0.000440	NA	<0.000440
	7/18/2003	NA	NA	<0.000500	NA	<0.000500
	1/13/2004	NA	NA	<0.000640	NA	<0.000640
	5/12/2004	NA	NA	<0.000620	NA	<0.000620
	3/27/2009	NA	NA	NA	NA	NA
MW-10	10/25/2001	NA	NA	<0.000510	NA	<0.000510
	6/28/2002	NA	NA	<0.000430	NA	<0.000430
	1/17/2003	NA	NA	<0.000560	NA	<0.000560
	7/18/2003	NA	NA	<0.000530	NA	<0.000530
	1/13/2004	NA	NA	<0.000540	NA	<0.000540
MW-11	5/12/2004	NA	NA	<0.000510	NA	<0.000510
	10/25/2001	NA	NA	<0.000510	NA	<0.000510
	6/28/2002	NA	NA	<0.000400	NA	<0.000400
	1/17/2003	NA	NA	<0.000410	NA	<0.000410
	7/18/2003	NA	NA	<0.000500	NA	<0.000500
MW-12	1/13/2004	NA	NA	<0.000510	NA	<0.000510
	5/12/2004	NA	NA	<0.000500	NA	<0.000500
	6/28/2002	NA	NA	<0.000400	NA	<0.000400
	1/17/2003	NA	NA	<0.000440	NA	<0.000440
	7/18/2003	NA	NA	<0.000500	NA	<0.000500
MW-13	1/13/2004	NA	NA	<0.000880	NA	<0.000880
	5/12/2004	NA	NA	<0.000510	NA	<0.000510
	6/28/2002	NA	NA	<0.000400	NA	<0.000400
	1/17/2003	NA	NA	<0.000430	NA	<0.000430
	7/18/2003	NA	NA	<0.000510	NA	<0.000510
MW-14	1/13/2004	NA	NA	<0.000590	NA	<0.000590
	5/12/2004	NA	NA	<0.000510	NA	<0.000510
	6/28/2002	NA	NA	<0.000400	NA	<0.000400
	1/17/2003	NA	NA	<0.000430	NA	<0.000430
	7/18/2003	NA	NA	<0.000510	NA	<0.000510
MW-15	1/13/2004	NA	NA	<0.000590	NA	<0.000590
	5/12/2004	NA	NA	<0.000520	NA	<0.000520
	6/28/2002	NA	NA	<0.000400	NA	<0.000400
	1/17/2003	NA	NA	<0.000430	NA	<0.000430
	7/18/2003	NA	NA	<0.000510	NA	<0.000510
MW-16	5/12/2004	NA	NA	0.120	NA	0.00210
	8/27/2004	NA	NA	<0.000510	NA	<0.000510
	11/18/2004	NA	NA	<0.00250	NA	<0.000520
	2/8/2005	NA	NA	<0.000540	NA	<0.000540
	7/12/2005	NA	NA	<0.000520	NA	<0.000520
	12/13/2005	<0.000500	NA	<0.000500	<0.00100	<0.000500
	3/15/2007	<0.000510	NA	<0.000510	<0.00100	<0.000510
	6/12/2007	<0.000520	NA	<0.000520	<0.00100	<0.000520
	9/18/2007	<0.000540	NA	<0.000540	<0.00100	<0.000540
	11/13/2007	<0.000530	NA	<0.000530	<0.00110	<0.000530
	3/11/2008	<0.000500	NA	<0.000500	<0.00100	<0.000500
	7/1/2008	0.000860	<0.000440	<0.000440	<0.000440	<0.000440
	9/17/2008	0.000740	<0.000400	<0.000400	<0.000400	<0.000400
	12/18/2008	0.000130	<0.000410	<0.000410	<0.000410	<0.000410
	3/27/2009	0.000550	<0.000430	<0.000430	<0.000430	<0.000430
7/27/2009	<0.000410	<0.000410	<0.000410	<0.000410	<0.000410	
9/2/2009	<0.000470	<0.000470	<0.000470	<0.000470	<0.000470	
12/21/2009	0.000420 [0.000470]	<0.000410 [0.000410]	<0.000410 [0.000410]	<0.000410 [0.000410]	<0.000410 [0.000410]	<0.000410 [0.000410]
5/12/2010	<0.0004 [0.0004]	<0.0004 [0.0004]	<0.0004 [0.0004]	<0.0004 [0.0004]	<0.0004 [0.0004]	<0.0004 [0.0004]

Notes:  
 Class II GW RO - Illinois Class II  
 Groundwater Remediation Objectives  
 All units are reported in milligrams per liter  
 Field duplicate sample results are presented  
 in brackets.  
 NA = Not Analyzed  
 Values exceeding the Illinois Class II  
 Groundwater Action Levels are bold.

Exhibit B Summary of Groundwater Sample Analytical Results - Polynuclear Aromatic Hydrocarbons  
 Former BP Station No. 6943  
 575 W. St. Charles Road  
 Elmhurst, Illinois

Location ID	Date Collected	Benzo(a)anthracene mg/L	Benzo(a)pyrene mg/L	Benzo(b)fluoranthene mg/L	Benzo(k)fluoranthene mg/L	Chrysene mg/L
<b>Class II GW RO</b>		<b>0.00065</b>	<b>0.002</b>	<b>0.0009</b>	<b>0.00085</b>	<b>0.0075</b>
GP-08	2/2/2001	<0.0000570	<0.0000570	<0.0000570	<0.0000570	<0.0000570
MW-06	10/25/2001	<0.0000540	<0.0000540	<0.000110	<0.0000540	<0.0000540
	6/28/2002	<0.0000400	<0.0000400	<0.0000400	<0.0000400	<0.0000400
	1/17/2003	<0.0000450	<0.0000450	<0.0000450	<0.0000450	<0.0000450
	7/18/2003	<0.0000500	<0.0000500	<0.000100	<0.0000500	<0.0000500
	1/13/2004	<0.0000520	<0.0000520	<0.000100	<0.0000520	<0.0000520
	5/12/2004	<0.0000600	<0.0000600	<0.000120	<0.0000600	<0.0000600
MW-07	10/25/2001	0.000180	<0.0000510	<0.000100	<0.0000510	<0.0000510
	6/28/2002	<0.0000470	<0.0000470	<0.0000470	<0.0000470	<0.0000470
	1/17/2003	<0.0000420	<0.0000420	<0.0000420	<0.0000420	<0.0000420
	7/18/2003	<0.0000500	<0.0000500	<0.000100	<0.0000500	<0.0000500
	1/13/2004	<0.0000580	<0.0000580	<0.000120	<0.0000580	<0.0000580
	5/12/2004	<0.0000610	<0.0000610	<0.000120	<0.0000610	<0.0000610
MW-08	10/12/2001	<0.0000400	<0.0000400	<0.0000400	<0.0000400	<0.0000400
MW-08R	6/28/2002	<0.0000400	<0.0000400	<0.0000400	<0.0000400	<0.0000400
	1/17/2003	<0.0000420	<0.0000420	<0.0000420	<0.0000420	<0.0000420
	7/18/2003	<0.0000500	<0.0000500	<0.000100	<0.0000500	<0.0000500
	1/13/2004	<0.0000520	<0.0000520	<0.000100	<0.0000520	<0.0000520
	5/12/2004	<0.0000540	<0.0000540	<0.000110	<0.0000540	0.0000730
	3/27/2009	NA	NA	NA	NA	NA
MW-09	10/12/2001	<0.0000400	<0.0000400	<0.0000400	<0.0000400	<0.0000400
MW-09R	1/17/2003	<0.0000440	<0.0000440	<0.0000440	<0.0000440	<0.0000440
	7/18/2003	<0.0000500	<0.0000500	<0.000100	<0.0000500	<0.0000500
	1/13/2004	<0.0000640	<0.0000640	<0.000130	<0.0000640	<0.0000640
	5/12/2004	<0.0000620	<0.0000620	<0.000120	<0.0000620	<0.0000620
	3/27/2009	NA	NA	NA	NA	NA
MW-10	10/25/2001	0.000140	<0.0000510	<0.000100	<0.0000510	<0.0000510
	6/28/2002	<0.0000430	<0.0000430	<0.0000430	<0.0000430	<0.0000430
	1/17/2003	<0.0000560	<0.0000560	<0.0000560	<0.0000560	<0.0000560
	7/18/2003	<0.0000530	<0.0000530	<0.000110	<0.0000530	<0.0000530
	1/13/2004	<0.0000540	<0.0000540	<0.000110	<0.0000540	<0.0000540
	5/12/2004	<0.0000510	<0.0000510	<0.000100	<0.0000510	<0.0000510
MW-11	10/25/2001	<0.0000510	<0.0000510	<0.000100	<0.0000510	<0.0000510
	6/28/2002	<0.0000400	<0.0000400	<0.0000400	<0.0000400	<0.0000400
	1/17/2003	<0.0000410	<0.0000410	<0.0000410	<0.0000410	<0.0000410
	7/18/2003	<0.0000500	<0.0000500	<0.000100	<0.0000500	<0.0000500
	1/13/2004	<0.0000510	<0.0000510	<0.000100	<0.0000510	<0.0000510
	5/12/2004	<0.0000500	<0.0000500	<0.000100	<0.0000500	<0.0000500
MW-12	6/28/2002	<0.0000400	<0.0000400	<0.0000400	<0.0000400	<0.0000400
	1/17/2003	<0.0000440	<0.0000440	<0.0000440	<0.0000440	<0.0000440
	7/18/2003	<0.0000500	<0.0000500	<0.000100	<0.0000500	<0.0000500
	1/13/2004	<0.0000880	0.000170	<0.000180	<0.0000880	0.000530
	5/12/2004	<0.0000510	<0.0000510	<0.000100	<0.0000510	<0.0000510
	6/28/2002	<0.0000400	<0.0000400	<0.0000400	<0.0000400	<0.0000400
MW-13	1/17/2003	<0.0000430	<0.0000430	<0.0000430	<0.0000430	<0.0000430
	7/18/2003	<0.0000510	<0.0000510	<0.000100	<0.0000510	<0.0000510
	1/13/2004	<0.0000590	<0.0000590	<0.000120	<0.0000590	<0.0000590
	5/12/2004	<0.0000510	<0.0000510	<0.000100	<0.0000510	<0.0000510
	5/12/2004	<0.0000610	<0.0000610	<0.000120	<0.0000610	<0.0000610
MW-14	8/27/2004	<0.0000500	<0.0000500	<0.000100	<0.0000500	<0.0000500
	5/12/2004	<0.0000590	<0.0000590	0.000160	<0.0000590	<0.0000590
MW-15	5/10/2005	<0.0000520	<0.0000520	<0.000100	<0.0000520	<0.0000520
	5/12/2004	<0.0000570	<0.0000570	0.000110	<0.0000570	0.000850
MW-16	8/27/2004	<0.0000510	<0.0000510	<0.000100	<0.0000510	<0.0000510
	11/19/2004	<0.0000520	<0.0000520	<0.000100	<0.0000520	<0.0000520
	2/8/2005	<0.0000540	<0.0000540	<0.000110	<0.0000540	<0.0000540
	7/12/2006	<0.0000520	<0.0000520	<0.000100	<0.0000520	<0.0000520
	12/13/2006	0.0000590	<0.0000500	<0.000100	<0.0000500	<0.0000500
	3/15/2007	0.0000510	<0.0000510	<0.000100	<0.0000510	<0.0000510
	6/12/2007	<0.0000520	<0.0000520	<0.000100	<0.0000520	<0.0000520
	9/18/2007	<0.0000540	<0.0000540	<0.000110	<0.0000540	<0.0000540
	11/13/2007	<0.0000530	<0.0000530	<0.000110	<0.0000530	<0.0000530
	3/11/2008	0.000340	<0.0000500	<0.000100	<0.0000500	0.000110
	7/11/2008	<0.0000440	<0.0000440	<0.0000440	<0.0000440	<0.0000440
	9/17/2008	<0.0000400	<0.0000400	<0.0000400	<0.0000400	<0.0000400
	12/18/2008	<0.0000410	<0.0000410	<0.0000410	<0.0000410	<0.0000410
	3/27/2009	<0.0000430	<0.0000430	<0.0000430	<0.0000430	<0.0000430
	7/27/2009	<0.0000410	<0.0000410	<0.0000410	<0.0000410	<0.0000410
	9/2/2009	<0.0000470	<0.0000470	<0.0000470	<0.0000470	<0.0000470
	12/21/2009	<0.0000410 [ <b>&lt;0.0000410</b> ]				
	5/12/2010	<0.00004 [ <b>&lt;0.00004</b> ]				

Notes:  
 Class II GW RO - Illinois Class II  
 Groundwater Remediation Objectives  
 All units are reported in milligrams per liter  
 Field duplicate sample results are presented  
 in brackets.  
 NA = Not Analyzed  
 Values exceeding the Illinois Class II  
 Groundwater Action Levels are bold.

Exhibit B Summary of Groundwater Sample Analytical Results - Polynuclear Aromatic Hydrocarbons  
 Former BP Station No. 6943  
 575 W. St. Charles Road  
 Elmhurst, Illinois

Location ID	Date Collected	Dibenzo(a,h)anthracene mg/L	Dibenzofuran mg/L	Fluoranthene mg/L	Fluorene mg/L	Indeno(1,2,3-cd)pyrene mg/L
Class II GW RO		0.0015	--	0.28	1.4	0.00215
GP-08	2/2/2001	<0.0000570	NA	<0.0000570	<0.0000570	<0.0000570
MW-06	10/25/2001	<0.000110	NA	<0.000110	<0.000110	<0.0000540
	6/28/2002	<0.0000400	NA	<0.0000400	<0.0000400	<0.0000400
	1/17/2003	<0.0000450	NA	<0.0000450	<0.0000450	<0.0000450
	7/18/2003	<0.000100	NA	<0.000100	<0.000100	<0.0000500
	1/13/2004	<0.000100	NA	<0.000100	<0.000100	<0.0000520
MW-07	5/12/2004	<0.000120	NA	<0.000120	<0.000120	<0.0000600
	10/25/2001	<0.000100	NA	<0.000100	<0.000100	<0.0000510
	6/28/2002	<0.0000470	NA	<0.0000470	<0.0000470	<0.0000470
	1/17/2003	<0.0000420	NA	<0.0000420	<0.0000420	<0.0000420
	7/18/2003	<0.000100	NA	<0.000100	<0.000100	<0.0000500
MW-08	1/13/2004	<0.000120	NA	<0.000120	<0.000120	<0.0000580
	5/12/2004	<0.000120	NA	<0.000120	<0.000120	<0.0000610
	10/12/2001	<0.0000400	NA	<0.0000400	<0.0000400	<0.0000400
	6/28/2002	<0.0000400	NA	<0.0000400	<0.0000400	<0.0000400
	1/17/2003	<0.0000420	NA	<0.0000420	<0.0000420	<0.0000420
MW-08R	7/18/2003	<0.000100	NA	<0.000100	<0.000100	<0.0000500
	1/13/2004	<0.000100	NA	<0.000100	<0.000100	<0.0000520
	5/12/2004	<0.000110	NA	<0.000110	<0.000110	<0.0000540
	3/27/2009	NA	NA	NA	NA	NA
	10/12/2001	<0.0000400	NA	<0.0000400	<0.0000400	<0.0000400
MW-09R	1/17/2003	<0.0000440	NA	<0.0000440	<0.0000440	<0.0000440
	7/18/2003	<0.000100	NA	<0.000100	<0.000100	<0.0000500
	1/13/2004	<0.000130	NA	<0.000130	<0.000130	<0.0000640
	5/12/2004	<0.000120	NA	<0.000120	<0.000120	<0.0000620
	3/27/2009	NA	NA	NA	NA	NA
MW-10	10/25/2001	<0.000100	NA	<0.000100	<0.000100	<0.0000510
	6/28/2002	<0.0000430	NA	<0.0000430	<0.0000430	<0.0000430
	1/17/2003	<0.0000560	NA	<0.0000560	<0.0000560	<0.0000560
	7/18/2003	<0.000110	NA	<0.000110	<0.000110	<0.0000530
	1/13/2004	<0.000110	NA	<0.000110	<0.000110	<0.0000540
MW-11	5/12/2004	<0.000100	NA	<0.000100	<0.000100	<0.0000510
	10/25/2001	<0.000100	NA	<0.000100	<0.000100	<0.0000510
	6/28/2002	<0.0000400	NA	<0.0000400	<0.0000400	<0.0000400
	1/17/2003	<0.0000410	NA	<0.0000410	<0.0000410	<0.0000410
	7/18/2003	<0.000100	NA	<0.000100	<0.000100	<0.0000500
MW-12	1/13/2004	<0.000100	NA	<0.000100	<0.000100	<0.0000510
	5/12/2004	<0.000100	NA	<0.000100	<0.000100	<0.0000500
	6/28/2002	<0.0000400	NA	<0.0000400	<0.0000400	<0.0000400
	1/17/2003	<0.0000440	NA	<0.0000440	<0.0000440	<0.0000440
	7/18/2003	<0.000100	NA	<0.000100	<0.000100	<0.0000500
MW-13	1/13/2004	<0.000180	NA	<0.000180	<0.000180	0.000470
	5/12/2004	<0.000100	NA	<0.000100	<0.000100	<0.0000510
	6/28/2002	<0.0000400	NA	<0.0000400	<0.0000400	<0.0000400
	1/17/2003	<0.0000430	NA	<0.0000430	<0.0000430	<0.0000430
	7/18/2003	<0.000100	NA	<0.000100	<0.000100	<0.0000510
MW-14	1/13/2004	<0.000120	NA	<0.000120	<0.000120	<0.0000590
	5/12/2004	<0.000100	NA	<0.000100	<0.000100	<0.0000510
	5/12/2004	<0.000120	NA	<0.000120	<0.000120	<0.0000610
	8/27/2004	<0.000100	NA	<0.000100	<0.000100	<0.0000500
	5/12/2004	<0.000120	NA	<0.000120	<0.000120	<0.0000590
MW-15	5/10/2005	<0.000100	NA	<0.000100	<0.000100	<0.0000520
	5/12/2004	<0.000110	NA	<0.000110	<0.000110	<0.0000570
	8/27/2004	<0.000100	NA	<0.000100	<0.000100	<0.0000510
	11/19/2004	<0.000100	NA	<0.000100	<0.000100	<0.0000520
	2/8/2005	<0.000110	NA	<0.000110	<0.000110	<0.0000540
MW-16	7/12/2006	<0.000100	NA	<0.000100	<0.000100	<0.0000520
	12/13/2006	<0.000100	NA	<0.000100	<0.000100	<0.0000500
	3/15/2007	<0.000100	NA	<0.000100	<0.000100	<0.0000510
	6/12/2007	<0.000100	NA	<0.000100	<0.000100	<0.0000520
	9/18/2007	<0.000110	NA	<0.000110	<0.000110	<0.0000540
	11/13/2007	<0.000110	NA	<0.000110	<0.000110	<0.0000530
	3/11/2008	<0.000100	NA	0.000140	<0.000100	0.0000590
	7/12/2008	<0.0000440	<0.0000440	<0.0000440	<0.0000440	<0.0000440
	9/17/2008	<0.0000400	<0.0000400	<0.0000400	<0.0000400	<0.0000400
	12/18/2008	<0.0000410	<0.0000410	<0.0000410	<0.0000410	<0.0000410
	3/27/2009	<0.0000430	<0.0000430	<0.0000430	<0.0000430	<0.0000430
	7/27/2009	<0.0000410	<0.0000410	<0.0000410	<0.0000410	<0.0000410
	9/2/2009	<0.0000470	<0.0000470	<0.0000470	<0.0000470	<0.0000470
	12/21/2009	<0.0000410 [ <b>&lt;0.0000410</b> ]				
	5/12/2010	<0.00004 [ <b>&lt;0.00004</b> ]				

Notes:  
 Class II GW RO - Illinois Class II  
 Groundwater Remediation Objectives  
 All units are reported in milligrams per liter  
 Field duplicate sample results are presented  
 in brackets.  
 NA = Not Analyzed  
 Values exceeding the Illinois Class II  
 Groundwater Action Levels are bold.

Exhibit B Summary of Groundwater Sample Analytical Results - Polynuclear Aromatic Hydrocarbons  
 Former BP Station No. 6943  
 575 W. St. Charles Road  
 Elmhurst, Illinois

Location ID	Date Collected	Phenanthrene mg/L	Pyrene mg/L	Naphthalene mg/L	2-Methylnaphthalene mg/L	
Class II GW RO		1.05	1.05	0.22	--	
GP-08	2/2/2001	NA	<0.0000570	<0.0000570	NA	
MW-06	10/25/2001	NA	<0.0000540	<0.0000540	NA	
	6/28/2002	NA	<0.0000400	<0.0000400	NA	
	1/17/2003	NA	<0.0000450	<0.0000450	NA	
	7/18/2003	NA	<0.0000500	<0.0000500	NA	
	1/13/2004	NA	<0.0000520	<0.0000520	NA	
	5/12/2004	NA	<0.0000600	<0.0000600	NA	
MW-07	10/25/2001	NA	<0.0000510	0.00170	NA	
	6/28/2002	NA	<0.0000470	0.000400	NA	
	1/17/2003	NA	<0.0000420	0.000360	NA	
	7/18/2003	NA	<0.0000500	<0.0000500	NA	
	1/13/2004	NA	<0.0000580	<0.0000580	NA	
	5/12/2004	NA	<0.0000610	<0.0000610	NA	
MW-08	10/12/2001	NA	<0.0000400	0.000140	NA	
MW-08R	6/28/2002	NA	<0.0000400	<0.0000400	NA	
	1/17/2003	NA	<0.0000420	<0.0000420	NA	
	7/18/2003	NA	<0.0000500	<0.0000500	NA	
	1/13/2004	NA	<0.0000520	<0.0000520	NA	
	5/12/2004	NA	<0.0000540	<0.0000540	NA	
	3/27/2009	NA	NA	<0.000400	<0.00500	
MW-09	10/12/2001	NA	<0.0000400	<0.0000400	NA	
MW-09R	1/17/2003	NA	<0.0000440	<0.0000440	NA	
	7/18/2003	NA	<0.0000500	<0.0000500	NA	
	1/13/2004	NA	<0.0000640	<0.0000640	NA	
	5/12/2004	NA	<0.0000620	<0.0000620	NA	
	3/27/2009	NA	NA	<0.000400	<0.00500	
	MW-10	10/25/2001	NA	<0.0000510	<0.0000510	NA
MW-11	6/28/2002	NA	<0.0000430	<0.0000430	NA	
	1/17/2003	NA	<0.0000580	<0.0000580	NA	
	7/18/2003	NA	<0.0000530	<0.0000530	NA	
	1/13/2004	NA	0.0000550	<0.0000550	NA	
	5/12/2004	NA	<0.0000510	<0.0000510	NA	
	MW-11	10/25/2001	NA	<0.0000510	<0.0000510	NA
MW-12	6/28/2002	NA	<0.0000400	<0.0000400	NA	
	1/17/2003	NA	<0.0000440	<0.0000440	NA	
	7/18/2003	NA	<0.0000500	<0.0000500	NA	
	1/13/2004	NA	<0.0000880	<0.0000880	NA	
	5/12/2004	NA	<0.0000510	<0.0000510	NA	
	MW-13	6/28/2002	NA	0.0000490	<0.0000400	NA
MW-14	1/17/2003	NA	<0.0000430	<0.0000430	NA	
	7/18/2003	NA	<0.0000510	<0.0000510	NA	
	1/13/2004	NA	<0.0000590	<0.0000590	NA	
	5/12/2004	NA	<0.0000510	<0.0000510	NA	
	MW-14	5/12/2004	NA	<0.0000610	0.100	NA
	8/27/2004	NA	<0.0000500	0.0300	NA	
MW-15	5/12/2004	NA	<0.0000590	<0.0000590	NA	
	5/10/2005	NA	<0.0000520	<0.0000520	NA	
MW-16	5/12/2004	NA	<0.0000570	0.600	NA	
	8/27/2004	NA	<0.0000510	0.0200	NA	
	11/19/2004	NA	<0.0000520	0.0100	NA	
	2/8/2005	NA	<0.0000540	<0.0000540	NA	
	7/12/2006	NA	<0.0000520	<0.0000520	NA	
	12/13/2006	<0.0000500	<0.0000500	0.000640	0.000770	
	3/15/2007	<0.0000510	0.0000540	0.0000510	0.000750	
	6/12/2007	<0.0000520	<0.0000520	<0.0000520	<0.000520	
	9/18/2007	<0.0000540	<0.0000540	<0.0000540	0.000730	
	11/13/2007	<0.0000530	<0.0000530	<0.0000530	<0.000530	
	3/11/2008	0.0000910	0.000120	0.0240	0.00220	
	7/1/2008	<0.0000440	<0.0000440	0.000190	0.000130	
	9/17/2008	<0.0000400	<0.0000400	0.000350	0.000200	
	12/18/2008	<0.0000410	<0.0000410	0.000460	0.000300	
	3/27/2009	<0.0000430	<0.0000430	0.0000910	0.000170	
	7/27/2009	<0.0000410	<0.0000410	<0.0000410	<0.0000410	
	9/2/2009	<0.0000470	<0.0000470	<0.0000470	<0.0000470	
	12/21/2009	<0.0000410 [ $\leq$ 0.0000410]	<0.0000410 [ $\leq$ 0.0000410]	0.000110 [0.000120]	0.0000670 [0.0000770]	
	5/12/2010	<0.00004 [ $\leq$ 0.00004]	<0.00004 [ $\leq$ 0.00004]	<0.00004 [ $\leq$ 0.00004]	<0.00004 [ $\leq$ 0.00004]	

Notes:  
 Class II GW RO - Illinois Class II  
 Groundwater Remediation Objectives  
 All units are reported in milligrams per liter  
 Field duplicate sample results are presented  
 in brackets.  
 NA = Not Analyzed  
 Values exceeding the Illinois Class II  
 Groundwater Action Levels are bold.

**Exhibit B Summary of Soil Sample Analytical Results**  
**Former BP Station No. 6943**  
**575 W. St. Charles Road**  
**Elmhurst, Illinois**

Location ID: Sample Depth(ft): Date Collected:	Residential Ingestion	Residential Inhalation	Industrial/ Commercial Ingestion	Industrial/ Commercial Inhalation	Construction Worker Ingestion	Construction Worker Inhalation	Soil Component of Groundwater Ingestion (Class II)	MW-01 7 - 9 8/26/93	MW-02 5 - 7 8/26/93	MW-03 5 - 7 8/26/93	MW-03 7 - 9 8/26/93	MW-04 9 - 11 8/26/93	MW-06 6 - 8 10/11/01	MW-07 6 - 8 10/12/01	MW-08 10 - 12 10/11/01
<b>BTEX</b>															
Benzene	12	0.8	100	1.6	2,300	2.2	0.17	0.0011	0.00074	<0.00062	NA	NA	<0.0025	0.061	<0.0023
Toluene	16000	650	410,000	650	410,000	42	29	0.00064	0.0055	<0.00062	NA	NA	<0.0025	0.015	<0.0023
Ethylbenzene	7600	400	200,000	400	20,000	58	19	0.01	0.0027	<0.00062	NA	NA	<0.0025	1.90	<0.0023
Xylenes (total)	16000	320	410,000	320	41,000	5.6	150	0.013	0.019	<0.00062	NA	NA	<0.0075	3.10	<0.0068
<b>PNAs</b>															
1-Methylnaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	NA
2-Chloronaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	NA
Acenaphthene	4,700	--	120,000	--	120,000	--	2,900	0.055	<0.025	NA	0.8	1.3	NA	<0.22	<0.19
Acenaphthylene	--	--	61,000	--	61,000	--	420	<0.025	<0.025	NA	0.038	NA	NA	NA	NA
Anthracene	23,000	--	610,000	--	610,000	--	59,000	<0.017	<0.017	NA	0.05	<0.075	NA	<0.022	<0.019
Benzo(a)anthracene	0.9	--	8	--	170	--	8	0.0034	0.0017	NA	0.4	0.0084	NA	<0.022	<0.019
Benzo(a)pyrene	0.96	--	0.6	--	17	--	82	0.0037	0.0012	NA	0.41	0.0063	NA	<0.022	<0.019
Benzo(b)fluoranthene	0.9	--	8	--	170	--	25	0.0042	0.0013	NA	0.52	0.002	NA	<0.042	<0.037
Benzo(g,h,i)perylene	--	--	61,000	--	61,000	--	130,000	0.0046	<0.0014	NA	0.32	NA	NA	NA	NA
Benzo(k)fluoranthene	9	--	78	--	1,700	--	250	0.0021	0.00097	NA	0.23	0.0039	NA	<0.022	<0.019
Chrysene	88	--	780	--	17,000	--	800	<0.005	<0.005	NA	0.5	<0.023	NA	<0.022	0.22
Dibenzo(a,h)anthracene	0.15	--	0.8	--	17	--	7.6	0.0044	<0.001	NA	0.073	<0.0045	NA	<0.042	<0.037
Fluoranthene	3,100	--	82,000	--	82,000	--	21,000	<0.0067	0.0073	NA	0.81	0.029	NA	<0.042	<0.037
Fluorene	3,100	--	82,000	--	62,000	--	2,800	0.0069	<0.0067	NA	0.032	<0.03	NA	<0.042	<0.037
Indeno(1,2,3-cd)pyrene	0.9	--	8	--	170	--	69	<0.0017	<0.0017	NA	0.18	<0.0075	NA	<0.022	<0.019
Phenanthrene	--	--	61,000	--	61,000	--	1,000	<0.017	<0.017	NA	0.3	NA	NA	NA	NA
Pyrene	2,300	--	61,000	--	61,000	--	21,000	<0.0067	<0.0067	NA	0.8	0.021	NA	<0.022	<0.019
Naphthalene	1,600	170	41,000	270	4,100	1.8	18	0.400	<0.025	NA	0.7	3	NA	<0.22	<0.19
2-Methylnaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	NA

**Notes:**

All units are reported in mg/kg (milligrams per kilogram) unless otherwise noted.

NA = Not Analyzed

**Exhibit B Summary of Soil Sample Analytical Results**  
Former BP Station No. 6943  
575 W. St. Charles Road  
Elmhurst, Illinois

Location ID: Sample Depth(ft): Date Collected:	Residential Ingestion	Residential Inhalation	Industrial/ Commercial Ingestion	Industrial/ Commercial Inhalation	Construction Worker Ingestion	Construction Worker Inhalation	Soil Component of Groundwater Ingestion (Class II)	MW-09 10 - 12 10/11/01	MW-11 6 - 8 10/12/01	MW-12 5 - 7 5/24/04	MW-13 5 - 7 5/24/04	MW-14 7 - 9 5/10/04	MW-15 5 - 7 5/10/04	MW-16 1 - 2 5/10/04	S-01 8 - 10 12/20/95
<b>BTEX</b>															
Benzene	12	0.8	100	1.6	2,300	2.2	0.17	<0.0024	NA	<0.0025	<0.0025	0.03	<0.0061	<0.0064	13
Toluene	16000	650	410,000	650	410,000	42	29	<0.0024	NA	<0.0025	<0.0025	<0.0064	<0.0061	<0.0064	6.6
Ethylbenzene	7800	400	200,000	400	20,000	58	19	<0.0024	NA	<0.0025	<0.0025	<0.0064	<0.0061	<0.0064	37
Xylenes (total)	16000	320	410,000	320	41,000	5.6	150	<0.0071	NA	<0.0076	<0.0076	0.035	<0.018	<0.019	66
<b>PNAs</b>															
1-Methylnaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	NA
2-Chloronaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	NA
Acenaphthene	4,700	--	120,000	--	120,000	--	2,900	<0.2	<0.21	NA	NA	<0.22	<0.21	<0.21	<1.20
Acenaphthylene	--	--	61,000	--	61,000	--	420	NA	NA	NA	NA	NA	NA	NA	<0.66
Anthracene	23,000	--	610,000	--	610,000	--	59,000	<0.02	<0.021	NA	NA	<0.022	<0.021	<0.021	<0.66
Benzo(a)anthracene	0.9	--	8	--	170	--	8	<0.02	<0.021	NA	NA	<0.022	<0.021	<0.021	<0.0087
Benzo(a)pyrene	0.98	--	0.8	--	17	--	82	<0.02	<0.021	NA	NA	0.05	<0.021	<0.021	<0.015
Benzo(b)fluoranthene	0.9	--	8	--	170	--	25	<0.038	<0.041	NA	NA	<0.042	<0.04	<0.042	<0.011
Benzo(g,h,i)perylene	--	--	61,000	--	81,000	--	130,000	NA	NA	NA	NA	NA	NA	NA	<0.051
Benzo(k)fluoranthene	9	--	78	--	1,700	--	250	<0.02	<0.021	NA	NA	<0.022	<0.021	<0.021	<0.011
Chrysene	88	--	780	--	17,000	--	800	<0.02	0.055	NA	NA	0.029	<0.021	<0.021	<0.1
Dibenzo(a,h)anthracene	0.15	--	0.8	--	17	--	7.6	<0.038	<0.041	NA	NA	<0.042	<0.04	<0.042	<0.020
Fluoranthene	3,100	--	82,000	--	82,000	--	21,000	<0.038	<0.041	NA	NA	<0.067	<0.04	<0.042	<0.66
Fluorene	3,100	--	82,000	--	82,000	--	2,800	<0.038	<0.041	NA	NA	<0.042	<0.04	<0.042	<0.14
Indeno(1,2,3-cd)pyrene	0.9	--	8	--	170	--	69	<0.02	<0.021	NA	NA	0.045	<0.021	<0.021	<0.029
Phenanthrene	--	--	61,000	--	61,000	--	1,000	NA	NA	NA	NA	NA	NA	NA	<0.66
Pyrene	2,300	--	61,000	--	61,000	--	21,000	<0.02	<0.021	NA	NA	0.096	<0.021	<0.021	<0.18
Naphthalene	1,600	170	41,000	270	4,100	1.8	18	<0.2	<0.21	NA	NA	<0.22	<0.21	<0.21	4.7
2-Methylnaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	NA

**Notes:**

All units are reported in mg/kg (milligrams per kilogram) unless otherwise noted.

NA = Not Analyzed

**Exhibit B Summary of Soil Sample Analytical Results**  
Former BP Station No. 6943  
575 W. St. Charles Road  
Elmhurst, Illinois

Location ID: Sample Depth(ft): Date Collected:	Residential Ingestion	Residential Inhalation	Industrial/ Commercial Ingestion	Industrial/ Commercial Inhalation	Construction Worker Ingestion	Construction Worker Inhalation	Soil Component of Groundwater Ingestion (Class II)	PH-01 0 - 4 3/3/97	PH-01 8 - 12 3/3/97	PH-02 0 - 4 3/3/97	PH-02 8 - 12 3/3/97	PH-03 0 - 4 3/3/97	PH-03 8 - 12 3/3/97	PH-04 4 - 8 3/3/97	PH-04 8 - 12 3/3/97
<b>BTEX</b>															
Benzene	12	0.8	100	1.6	2,300	2.2	0.17	0.061	0.031	0.710	55	0.14	0.57	0.028	0.095
Toluene	16000	650	410,000	650	410,000	42	29	0.007	<0.002	0.025	5.2	0.007	0.430	0.005	0.015
Ethylbenzene	7800	400	200,000	400	20,000	58	19	0.006	<0.002	0.079	86	0.010	3.8	0.008	0.008
Xylenes (total)	16000	320	410,000	320	41,000	5.6	150	0.016	<0.002	0.080	50	0.015	5.3	0.020	0.019
<b>PNAs</b>															
1-Methylnaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	NA
2-Chloronaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	NA
Acenaphthene	4,700	--	120,000	--	120,000	--	2,900	<1.20	<1.20	<1.20	<1.20	<1.20	<1.20	<1.20	<1.20
Acenaphthylene	--	--	61,000	--	61,000	--	420	<0.66	<0.66	<0.66	<0.66	<0.66	<0.66	<0.66	<0.66
Anthracene	23,000	--	610,000	--	610,000	--	59,000	<0.66	<0.66	<0.66	<0.66	<0.66	<0.66	<0.66	<0.66
Benzo(a)anthracene	0.9	--	8	--	170	--	8	<0.0087	<0.0087	<0.0087	<0.0087	0.015	0.019	0.052	0.012
Benzo(a)pyrene	0.98	--	0.8	--	17	--	82	0.012	<0.015	<0.015	<0.015	0.028	<0.015	0.060	<0.015
Benzo(b)fluoranthene	0.9	--	8	--	170	--	25	0.038	<0.011	<0.011	<0.011	<0.011	0.016	0.037	<0.011
Benzo(g,h,i)perylene	--	--	61,000	--	61,000	--	130,000	NA	NA	NA	NA	NA	NA	NA	NA
Benzo(k)fluoranthene	9	--	78	--	1,700	--	250	<0.011	<0.011	<0.011	<0.011	<0.011	<0.011	0.027	<0.011
Chrysene	88	--	780	--	17,000	--	800	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1
Dibenzo(a,h)anthracene	0.15	--	0.8	--	17	--	7.6	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020
Fluoranthene	3,100	--	82,000	--	82,000	--	21,000	<0.66	<0.66	<0.66	<0.66	<0.66	<0.66	<0.66	<0.66
Fluorene	3,100	--	82,000	--	82,000	--	2,800	<0.14	<0.14	<0.14	<0.14	<0.14	<0.14	<0.14	<0.14
Indeno(1,2,3-cd)pyrene	0.9	--	8	--	170	--	69	<0.029	<0.029	<0.029	<0.029	<0.029	<0.029	0.041	<0.029
Phenanthrene	--	--	81,000	--	61,000	--	1,000	<0.66	<0.66	<0.66	<0.66	<0.66	<0.66	<0.66	<0.66
Pyrene	2,300	--	61,000	--	61,000	--	21,000	<0.18	<0.18	<0.18	<0.18	<0.18	<0.18	<0.18	<0.18
Naphthalene	1,600	170	41,000	270	4,100	1.8	18	<0.66	<0.66	<0.66	22	<0.66	3	<0.66	<0.66
2-Methylnaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	NA

**Notes:**

All units are reported in mg/kg (milligrams per kilogram) unless otherwise noted.

NA = Not Analyzed

**Exhibit B Summary of Soil Sample Analytical Results**  
Former BP Station No. 6943  
575 W. St. Charles Road  
Elmhurst, Illinois

Location ID: Sample Depth(ft):	Residential Ingestion	Residential Inhalation	Industrial/ Commercial Ingestion	Industrial/ Commercial Inhalation	Construction Worker Ingestion	Construction Worker Inhalation	Soil Component of Groundwater Ingestion (Class II)	PH-05 0 - 4	PH-05 8 - 12	PH-06 0 - 4	PH-06 8 - 12	GP-01 6	GP-02 5	GP-03 4 - 5	GP-04 6
Date Collected:								3/3/97	3/3/97	3/3/97	3/3/97	8/18/97	8/18/97	8/18/97	8/18/97
<b>BTEX</b>															
Benzene	12	0.8	100	1.6	2,300	2.2	0.17	0.002	0.007	0.002	0.001	<0.002	1.3	0.010	<0.002
Toluene	16000	650	410,000	650	410,000	42	29	<0.002	0.005	<0.002	<0.002	0.0031	0.29	<0.002	<0.002
Ethylbenzene	7800	400	200,000	400	20,000	58	19	0.004	0.003	<0.002	0.003	<0.002	1.2	<0.002	<0.002
Xylenes (total)	16000	320	410,000	320	41,000	5.6	150	0.003	0.007	<0.002	0.012	<0.002	0.74	<0.002	<0.002
<b>PNAs</b>															
1-Methylnaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	<0.3
2-Chloronaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	NA
Acenaphthene	4,700	--	120,000	--	120,000	--	2,300	<1.20	<1.20	<1.20	<1.20	NA	NA	NA	<0.6
Acenaphthylene	--	--	61,000	--	61,000	--	420	<0.66	<0.66	<0.66	<0.66	NA	NA	NA	<0.5
Anthracene	23,000	--	610,000	--	610,000	--	59,000	<0.66	<0.66	<0.66	<0.66	NA	NA	NA	<0.03
Benzo(a)anthracene	0.9	--	8	--	170	--	8	<0.0087	0.014	<0.0087	<0.0087	NA	NA	NA	<0.03
Benzo(a)pyrene	0.98	--	8	--	17	--	82	<0.015	<0.015	<0.015	<0.015	NA	NA	NA	<0.025
Benzo(b)fluoranthene	0.9	--	8	--	170	--	25	<0.011	0.014	<0.011	<0.011	NA	NA	NA	<0.035
Benzo(g,h,i)perylene	--	--	61,000	--	61,000	--	130,000	NA	NA	NA	NA	NA	NA	NA	<0.04
Benzo(k)fluoranthene	9	--	78	--	1,700	--	250	<0.011	<0.011	<0.011	<0.011	NA	NA	NA	<0.007
Chrysene	88	--	780	--	17,000	--	800	<0.1	<0.1	<0.1	<0.1	NA	NA	NA	<0.05
Dibenzo(a,h)anthracene	0.15	--	0.8	--	17	--	7.6	<0.020	<0.020	<0.020	<0.020	NA	NA	NA	<0.045
Fluoranthene	3,100	--	82,000	--	82,000	--	21,000	<0.66	<0.66	<0.66	<0.66	NA	NA	NA	<0.1
Fluorene	3,100	--	82,000	--	82,000	--	2,800	<0.14	<0.14	<0.14	<0.14	NA	NA	NA	<0.14
Indeno(1,2,3-cd)pyrene	0.9	--	8	--	170	--	69	<0.029	<0.029	<0.029	<0.029	NA	NA	NA	<0.08
Phenanthrene	--	--	61,000	--	61,000	--	1,000	<0.66	<0.66	<0.66	<0.66	NA	NA	NA	<0.12
Pyrene	2,300	--	61,000	--	61,000	--	21,000	<0.18	<0.18	<0.18	<0.18	NA	NA	NA	<0.02
Naphthalene	1,600	170	41,000	270	4,100	1.8	18	<0.66	<0.66	<0.66	<0.66	NA	NA	NA	<0.3
2-Methylnaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	<0.3

**Notes:**

All units are reported in mg/kg (milligrams per kilogram) unless otherwise noted.

NA = Not Analyzed

**Exhibit B Summary of Soil Sample Analytical Results**  
 Former BP Station No. 6943  
 575 W. St. Charles Road  
 Elmhurst, Illinois

Location ID: Sample Depth(ft): Date Collected:	Residential Ingestion	Residential Inhalation	Industrial/ Commercial Ingestion	Industrial/ Commercial Inhalation	Construction Worker Ingestion	Construction Worker Inhalation	Soil Component of Groundwater Ingestion (Class II)	GP-05 6	GP-07 8	GP-08 12	ES-F8 7	ES-W1 10	ES-W2 10	ES-W3 8	ES-W4 9	
								8/18/97	3/31/99	2/2/01	5/20/99	5/20/99	5/20/99	5/20/99	5/20/99	
<b>BTEX</b>																
Benzene	12	0.8	100	1.6	2,300	2.2	0.17	0.0072	NA	NA	NA	0.047	1.1	0.2	<0.31	
Toluene	16000	650	410,000	650	410,000	42	29	<0.002	NA	NA	NA	<0.31	<0.32	<0.32	<0.31	
Ethylbenzene	7800	400	200,000	400	20,000	58	19	<0.002	NA	NA	NA	0.041	<0.32	0.33	<0.31	
Xylenes (total)	16000	320	410,000	320	41,000	5.6	150	<0.002	NA	NA	NA	0.12	0.23	2.2	<0.96	
<b>PNAs</b>																
1-Methylnaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	NA	
2-Chloronaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	NA	
Acenaphthene	4,700	--	120,000	--	120,000	--	2,900	NA	<0.17	<0.17	<0.22	NA	NA	NA	<0.21	
Acenaphthylene	--	--	61,000	--	61,000	--	420	NA	NA	NA	NA	NA	NA	NA	NA	
Anthracene	23,000	--	610,000	--	610,000	--	59,000	NA	<0.017	<0.017	<0.022	NA	NA	NA	0.13	
Benzo(a)anthracene	0.9	--	8	--	170	--	8	NA	<0.017	<0.017	<0.022	NA	NA	NA	0.12	
Benzo(a)pyrene	0.98	--	0.8	--	17	--	82	NA	<0.017	<0.017	<0.022	NA	NA	NA	0.026	
Benzo(b)fluoranthene	0.9	--	8	--	170	--	25	NA	<0.033	<0.032	<0.042	NA	NA	NA	<0.042	
Benzo(g,h,i)perylene	--	--	61,000	--	61,000	--	130,000	NA	NA	NA	NA	NA	NA	NA	NA	
Benzo(k)fluoranthene	9	--	78	--	1,700	--	250	NA	<0.017	<0.017	<0.022	NA	NA	NA	<0.021	
Chrysene	88	--	780	--	17,000	--	800	NA	<0.017	<0.128	<0.022	NA	NA	NA	0.041	
Dibenzo(a,h)anthracene	0.15	--	0.8	--	17	--	7.6	NA	<0.033	0.097	<0.042	NA	NA	NA	<0.042	
Fluoranthene	3,100	--	82,000	--	82,000	--	21,000	NA	<0.033	<0.032	0.045	NA	NA	NA	0.05	
Fluorene	3,100	--	82,000	--	82,000	--	2,800	NA	<0.033	<0.032	<0.042	NA	NA	NA	0.11	
Indeno(1,2,3-cd)pyrene	0.9	--	8	--	170	--	69	NA	<0.017	<0.017	<0.022	NA	NA	NA	<0.021	
Phenanthrene	--	--	61,000	--	61,000	--	1,000	NA	NA	NA	NA	NA	NA	NA	NA	
Pyrene	2,300	--	61,000	--	61,000	--	21,000	NA	<0.017	<0.017	0.045	NA	NA	NA	0.12	
Naphthalene	1,600	170	41,000	270	4,100	1.8	18	NA	<0.17	<0.17	<0.22	NA	NA	NA	<0.21	
2-Methylnaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	NA	

**Notes:**

All units are reported in mg/kg (milligrams per kilogram) unless otherwise noted.  
 NA = Not Analyzed

**Exhibit B Summary of Soil Sample Analytical Results**  
 Former BP Station No. 6943  
 575 W. St. Charles Road  
 Elmhurst, Illinois

Location ID: Sample Depth(ft):	Residential Ingestion	Residential Inhalation	Industrial/ Commercial Ingestion	Industrial/ Commercial Inhalation	Construction Worker Ingestion	Construction Worker Inhalation	Soil Component of Groundwater Ingestion (Class II)	ES-W5 9	ES-W10 9	ES-W11 9	SB-01 5	SB-04 5	SB-05 5	SB-06 5	SB-07 5
Date Collected:								5/20/99	5/20/99	5/20/99	7/10/00	7/10/00	7/10/00	7/11/00	7/11/00
<b>BTEX</b>															
Benzene	12	0.8	100	1.6	2,300	2.2	0.17	<0.32	<0.31	0.059	<0.03	0.25	0.83	<0.026	<0.025
Toluene	16000	650	410,000	650	410,000	42	29	<0.32	<0.31	<0.30	<0.059	<0.051	0.65	<0.052	<0.05
Ethylbenzene	7800	400	200,000	400	20,000	58	19	0.061	<0.31	0.091	<0.059	0.10	2.90	<0.052	<0.05
Xylenes (total)	16000	320	410,000	320	41,000	5.6	150	0.25	<0.95	0.16	<0.059	0.62	15	<0.052	<0.05
<b>PNAs</b>															
1-Methylnaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	NA
2-Chloronaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	NA
Acenaphthene	4,700	--	120,000	--	120,000	--	2,900	<0.22	<0.21	<0.21	NA	NA	NA	NA	NA
Acenaphthylene	--	--	61,000	--	61,000	--	420	NA	NA	NA	NA	NA	NA	NA	NA
Anthracene	23,000	--	610,000	--	610,000	--	59,000	0.067	<0.021	<0.021	NA	NA	NA	NA	NA
Benzo(a)anthracene	0.9	--	8	--	170	--	8	0.042	<0.021	0.025	NA	NA	NA	NA	NA
Benzo(a)pyrene	0.98	--	0.8	--	17	--	82	<0.022	<0.021	0.059	NA	NA	NA	NA	NA
Benzo(b)fluoranthene	0.9	--	8	--	170	--	25	<0.042	<0.041	0.052	NA	NA	NA	NA	NA
Benzo(g,h,i)perylene	--	--	61,000	--	61,000	--	130,000	NA	NA	NA	NA	NA	NA	NA	NA
Benzo(k)fluoranthene	9	--	78	--	1,700	--	250	<0.022	<0.021	0.021	NA	NA	NA	NA	NA
Chrysene	88	--	780	--	17,000	--	800	<0.022	<0.021	0.027	NA	NA	NA	NA	NA
Dibenzo(a,h)anthracene	0.15	--	0.8	--	17	--	7.6	<0.042	<0.041	<0.04	NA	NA	NA	NA	NA
Fluoranthene	3,100	--	82,000	--	82,000	--	21,000	<0.042	<0.041	<0.04	NA	NA	NA	NA	NA
Fluorene	3,100	--	82,000	--	82,000	--	2,800	<0.042	<0.041	<0.04	NA	NA	NA	NA	NA
Indeno(1,2,3-cd)pyrene	0.9	--	8	--	170	--	69	<0.021	<0.021	<0.021	NA	NA	NA	NA	NA
Phenanthrene	--	--	61,000	--	61,000	--	1,000	NA	NA	NA	NA	NA	NA	NA	NA
Pyrene	2,300	--	61,000	--	61,000	--	21,000	0.049	<0.021	0.033	NA	NA	NA	NA	NA
Naphthalene	1,600	170	41,000	270	4,100	1.8	18	0.55	<0.21	<0.21	NA	NA	NA	NA	NA
2-Methylnaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	NA

**Notes:**  
 All units are reported in mg/kg (milligrams per kilogram) unless otherwise noted.  
 NA = Not Analyzed

**Exhibit B Summary of Soil Sample Analytical Results**  
Former BP Station No. 6943  
575 W. St. Charles Road  
Elmhurst, Illinois

Location ID: Sample Depth(ft): Date Collected:	Residential Ingestion	Residential Inhalation	Industrial/ Commercial Ingestion	Industrial/ Commercial Inhalation	Construction Worker Ingestion	Construction Worker Inhalation	Soil Component of Groundwater Ingestion (Class II)	SB-08 5 7/11/00	SB-10 5 7/11/00	SB-13 4 7/11/00	SB-14 4 7/11/00	SB-15 5 - 7 5/10/04	SB-16 4 - 5 5/10/04	SB-17 5 - 7 5/10/04	SS-02 3 7/10/00
<b>BTEX</b>															
Benzene	12	0.8	100	1.6	2,300	2.2	0.17	<0.026	<0.025	<0.024	<0.025	<0.0066	<0.0063	<0.0061	<0.03
Toluene	16000	650	410,000	650	410,000	42	29	<0.052	<0.05	<0.049	<0.05	<0.0066	<0.0063	<0.0061	<0.06
Ethylbenzene	7800	400	200,000	400	20,000	58	19	<0.052	<0.05	<0.049	<0.05	<0.0066	<0.0063	<0.0061	<0.06
Xylenes (total)	16000	320	410,000	320	41,000	5.6	150	<0.052	<0.05	<0.049	<0.05	<0.02	<0.019	<0.18	<0.06
<b>PNAs</b>															
1-Methylnaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	NA
2-Chloronaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	NA
Acenaphthene	4,700	--	120,000	--	120,000	--	2,900	NA	NA	NA	NA	<0.22	<0.21	<0.21	NA
Acenaphthylene	--	--	61,000	--	61,000	--	420	NA	NA	NA	NA	NA	NA	NA	NA
Anthracene	23,000	--	610,000	--	610,000	--	59,000	NA	NA	NA	NA	<0.022	<0.021	<0.021	NA
Benzo(a)anthracene	0.9	--	8	--	170	--	8	NA	NA	NA	NA	<0.022	<0.021	<0.021	NA
Benzo(a)pyrene	0.98	--	0.8	--	17	--	82	NA	NA	NA	NA	<0.022	<0.021	<0.021	NA
Benzo(b)fluoranthene	0.9	--	8	--	170	--	25	NA	NA	NA	NA	<0.044	<0.041	<0.04	NA
Benzo(g,h,i)perylene	--	--	61,000	--	61,000	--	130,000	NA	NA	NA	NA	NA	NA	NA	NA
Benzo(k)fluoranthene	9	--	76	--	1,700	--	250	NA	NA	NA	NA	<0.022	<0.021	<0.021	NA
Chrysene	88	--	780	--	17,000	--	600	NA	NA	NA	NA	<0.022	<0.021	<0.021	NA
Dibenzo(a,h)anthracene	0.15	--	0.8	--	17	--	7.6	NA	NA	NA	NA	<0.044	<0.041	<0.04	NA
Fluoranthene	3,100	--	82,000	--	82,000	--	21,000	NA	NA	NA	NA	<0.044	<0.041	<0.04	NA
Fluorene	3,100	--	82,000	--	82,000	--	2,800	NA	NA	NA	NA	<0.044	<0.041	<0.04	NA
Indeno(1,2,3-cd)pyrene	0.9	--	8	--	170	--	69	NA	NA	NA	NA	<0.022	<0.021	<0.021	NA
Phenanthrene	--	--	61,000	--	61,000	--	1,000	NA	NA	NA	NA	NA	NA	NA	NA
Pyrene	2,300	--	61,000	--	61,000	--	21,000	NA	NA	NA	NA	<0.022	<0.021	<0.021	NA
Naphthalene	1,600	170	41,000	270	4,100	1.8	18	NA	NA	NA	NA	<0.22	<0.21	<0.21	NA
2-Methylnaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	NA

**Notes:**

All units are reported in mg/kg (milligrams per kilogram) unless otherwise noted.  
NA = Not Analyzed

**Exhibit B Summary of Soil Sample Analytical Results**  
Former BP Station No. 6943  
575 W. St. Charles Road  
Elmhurst, Illinois

Location ID: Sample Depth(ft):	Residential Ingestion	Residential Inhalation	Industrial/ Commercial Ingestion	Industrial/ Commercial Inhalation	Construction Worker Ingestion	Construction Worker Inhalation	Soil Component of Groundwater Ingestion (Class II)	SS-03 2.5	SS-09 2.5	SS-11 2.5	SS-12 2.5	SS-15 2.5
Date Collected:								7/10/00	7/11/00	7/11/00	7/11/00	7/11/00
<b>BTEX</b>												
Benzene	12	0.8	100	1.6	2,300	2.2	0.17	<0.03	<0.024	<0.026	<0.025	<0.025
Toluene	16000	650	410,000	650	410,000	42	29	<0.06	<0.048	<0.052	<0.05	<0.05
Ethylbenzene	7800	400	200,000	400	20,000	58	19	<0.05	<0.048	<0.052	<0.05	<0.05
Xylenes (total)	16000	320	410,000	320	41,000	5.6	150	<0.06	<0.048	<0.052	<0.05	<0.05
<b>PNAs</b>												
1-Methylnaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA
2-Chloronaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA
Acenaphthene	4,700	--	120,000	--	120,000	--	2,900	NA	NA	NA	NA	NA
Acenaphthylene	--	--	61,000	--	61,000	--	420	NA	NA	NA	NA	NA
Anthracene	23,000	--	610,000	--	610,000	--	59,000	NA	NA	NA	NA	NA
Benzo(a)anthracene	0.9	--	8	--	170	--	8	NA	NA	NA	NA	NA
Benzo(a)pyrene	0.98	--	0.8	--	17	--	82	NA	NA	NA	NA	NA
Benzo(b)fluoranthene	0.9	--	8	--	170	--	25	NA	NA	NA	NA	NA
Benzo(g,h,i)perylene	--	--	61,000	--	61,000	--	130,000	NA	NA	NA	NA	NA
Benzo(k)fluoranthene	9	--	78	--	1,700	--	250	NA	NA	NA	NA	NA
Chrysene	88	--	780	--	17,000	--	800	NA	NA	NA	NA	NA
Dibenzo(a,h)anthracene	0.15	--	0.8	--	17	--	7.5	NA	NA	NA	NA	NA
Fluoranthene	3,100	--	82,000	--	82,000	--	21,000	NA	NA	NA	NA	NA
Fluorene	3,100	--	82,000	--	82,000	--	2,800	NA	NA	NA	NA	NA
Indeno(1,2,3-cd)pyrene	0.9	--	8	--	170	--	69	NA	NA	NA	NA	NA
Phenanthrene	--	--	61,000	--	61,000	--	1,000	NA	NA	NA	NA	NA
Pyrene	2,300	--	61,000	--	61,000	--	21,000	NA	NA	NA	NA	NA
Naphthalene	1,600	170	41,000	270	4,100	1.8	18	NA	NA	NA	NA	NA
2-Methylnaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA

**Notes:**

All units are reported in mg/kg (milligrams per kilogram) unless otherwise noted.

NA = Not Analyzed

ARCADIS

Exhibit C





**Supplemental Agreement**

## SUPPLEMENTAL AGREEMENT

This Supplemental Agreement (“Supplemental Agreement”) is entered into this \_\_\_ day of February, 2011 by and between BP Products North America Inc. (“BP”), formerly known as Amoco Oil Company, as owner or operator of underground storage tank(s) (“Owner/Operator”), and the City of Elmhurst, Illinois (“Highway Authority”), as follows:

1. This Supplemental Agreement is not binding upon the Highway Authority until it is executed by the undersigned representative of the Highway Authority and prior to execution, this Supplemental Agreement constitutes an offer by Owner/Operator.

2. Owner/Operator stipulates:

a. Owner/Operator is pursuing a corrective action of a Site and of the right-of-way adjacent to the boundary of the Site located at 575 West St. Charles Road, Elmhurst, Illinois (the “Site”).

b. Attached as Exhibit A is a site map that shows the area of estimated contaminant-impacted soil and groundwater at the time of this Supplemental Agreement in the right-of-way above Tier 1 residential levels under 35 Ill. Admin. Code Part 742. Also attached as Exhibit B is a table that shows the concentration of contaminants of concern, hereinafter “Contaminants,” in the soil and groundwater within the area described in Exhibit B and that shows the applicable Tier 1 soil remediation objectives for residential property and Tier 1 objectives for groundwater of the Illinois Pollution Control Board that are exceeded. The right-of-way, and only the right-of-way, as described in Exhibit C, hereinafter the “Right-of-Way,” adjacent to the Site is subject to this Supplemental Agreement. As the drawings in the Exhibits are not plats, the boundary

of the Right-of-Way in the Exhibits may be an approximation of the actual Right-of-Way lines.

c. The Illinois Emergency Management Agency has assigned incident number 932611 and 991222 to these Releases at the Site.

d. Owner/Operator intends to request risk-based, site specific soil and/or groundwater remediation objectives from Illinois Environmental Protection Agency ("IEPA") under 35 Ill. Admin. Code Part 742.

e. Under these rules, use of risk-based, site-specific remediation objectives in the Right-of-Way may require the use of a Highway Authority Agreement as defined in 35 Ill. Admin. Code Section 742.1020.

3. The Highway Authority stipulates:

The Highway Authority holds a fee simple interest or a dedication for highway purposes in the Right-of-Way, or the Right-of-Way is a platted street, and the Highway Authority has jurisdiction of the Right-of-Way. As such, the Highway Authority exercises sole control over the use of groundwater beneath the Right-of-Way and over access to the soil beneath the Right-of-Way because a permit is required for said access.

4. The parties stipulate that:

a. They have agreed to enter into a Highway Authority Agreement regarding the Right-of-Way in the form attached as Exhibit D, and this Supplemental Agreement is intended to supplement the parties' rights and obligations provided for in the Highway Authority Agreement.

b. This Supplemental Agreement shall be null and void should the IEPA not approve the Highway Authority Agreement or should the Highway Authority Agreement

not be referenced in the "No Further Remediation" letter for incident numbers 932611 and 991222.

5. As the pavement in the Right-of Way may be considered an engineered barrier, the Owner/Operator agrees to reimburse the City for maintenance activities requested by Owner/Operator, in writing, in order to maintain the pavement in the Right-of-Way as a barrier. Except for ordinary maintenance consistent with that performed by the Highway Authority on other Highway Authority highways, the Highway Authority does not agree to perform maintenance of the Right-of-Way, nor does it agree that the Right-of-Way will always remain a Highway Authority highway or that it will maintain the Right-of-Way as an engineered barrier.

6. Provided that the Highway Authority exercises due diligence to notify Owner/Operator within thirty (30) working days of receiving a claim, and further provided that the Highway Authority's failure to do so will not invalidate this paragraph if Owner/Operator has an opportunity to defend said claim, the Owner/Operator agrees to indemnify and hold harmless the Highway Authority, and other highway authorities, if any, maintaining the highway Right-of-Way by an agreement with the Highway Authority, and the Highway Authority's agents, contractors or employees for all obligations asserted against or costs incurred by them, including attorney's fees and court costs, associated with the release of Contaminants from the Site by the Owner/Operator.

7. This Supplemental Agreement shall be binding upon all successors in interest to the Owner/Operator and to the Highway Authority. A successor in interest of the Highway Authority would include a highway authority to which the Highway Authority would transfer jurisdiction of the highway.

8. This Supplemental Agreement shall continue in effect from the date of this Supplemental Agreement until the Right-of-Way is demonstrated to be suitable for unrestricted use and there is no longer a need for a Highway Authority Agreement for incident numbers 932611 and 991222, and the IEPA has, upon written request to the IEPA by the Owner/Operator and notice to the Highway Authority, amended the notice in the chain of title of the Site to reflect unencumbered future use of that highway Right-of-Way.

9. This Supplemental Agreement relates to the release of Contaminants into the Right-of-Way associated with incident numbers 932611 and 991222.

10. The Highway Authority Agreement and this Supplemental Agreement do not limit the Highway Authority's ability to construct, reconstruct, improve, repair, maintain and operate (collectively "Work") a highway upon its property or to allow others to use the highway Right-of-Way by permit. To the extent necessary for its Work, the Highway Authority reserves the right and the right of those using its property under permit to remove contaminated soil and/or groundwater above Tier 1 residential remediation objectives from its Right-of-Way and to dispose of them as they deem appropriate not inconsistent with applicable environmental regulations so as to avoid causing a further release of the Contaminants and to protect human health and the environment.

Prior to taking any such action, the Highway Authority will exercise due diligence to notify Owner/Operator no less than sixty (60) days' written notice prior to a letting for Work, unless there is an immediate threat to the health or safety of any individual or to the public (for example, including but not limited to water main or sewer main breaks), that it intends to perform Work in the Right-of-Way which may involve

removing and disposing of contaminated soil or groundwater to the extent necessary for its Work; provided, however, that the Highway Authority's failure to do so will not invalidate this paragraph. During this period, which may be extended by agreement of the parties, the Highway Authority and Owner/Operator will engage in a good-faith, collaborative process to arrive at a consensus approach to managing the impacted soil or groundwater in the Right-of-Way in an attempt to reconcile Owner/Operator's preference for performing as much of this work as possible with the Highway Authority's engineering and other constraints in doing so. Work performed by Owner/Operator would be performed under a permit from the Highway Authority. The final decision for management will be in the discretion of the Highway Authority.

Failure to give notice is not a violation of this Supplemental Agreement. The removal and disposal shall be based upon the site investigation (which may be modified by field conditions during excavation), which Owner/Operator may review or may perform at no cost to the Highway Authority, if requested to do so by the Highway Authority. If practicable, as determined by the Highway Authority, the Highway Authority may request Owner/Operator to remove and dispose of the contaminated soil or groundwater necessary for the Highway Authority's work in advance of that work.

The Owner/Operator shall reimburse the reasonable costs incurred by the Highway Authority to perform a site investigation of the Right-of-Way, to monitor the removal, and to transport and dispose of any Contaminant-impacted soil or groundwater from the Right-of-Way; provided, however, that if Owner/Operator has not been given notice and an opportunity to engage in the consensus process allowing it to perform that investigation and that disposal within the process described in the preceding paragraphs

and there was no immediate threat to health or safety, reimbursement shall be limited to actual costs not to exceed \$15,000.00. There is a rebuttable presumption that the Contaminants found in the highway Right-of-Way arose from the release of Contaminants from the Site. Should Owner/Operator not reimburse the reasonable costs under the conditions set forth herein, the Highway Authority Agreement and this Supplemental Agreement shall be null and void, at the Highway Authority's option, upon written notice to Owner/Operator by the Highway Authority that those costs have not been reimbursed. Owner/Operator may cure that problem within forty-five (45) working days by making payment, or may seek to enjoin that result.

11. Written notice required by this Supplemental Agreement shall be mailed to the following: if to Owner/Operator: BP Products North America Inc., Attn: Environmental Business Manager, 28100 Torch Parkway, MC-2S, Warrenville, Illinois, 60555, and if to Highway Authority: City of Elmhurst, 209 N. York Road, Elmhurst, Illinois 60126 .

12. Provided that the Highway Authority exercises due diligence to notify Owner/Operator within thirty (30) working days of receiving a claim, and further provided that the Highway Authority's failure to do so will not invalidate this paragraph if Owner/Operator with an opportunity to defend said claim, Owner/Operator hereby releases the Highway Authority from liability for breach of the Highway Authority Agreement by others under permit and indemnifies the Highway Authority against claims that may arise from others under permit causing a breach of the Highway Authority Agreement. Owner/Operator also agrees that its personnel, if any, at the Site who are aware of the Highway Authority Agreement will notify anyone they know is excavating in the Right-of-Way about the Highway Authority Agreement.

13. Should the Highway Authority breach the Highway Authority Agreement, Owner/Operator's sole remedy is for an action for damages. Any and all claims for damages against the Highway Authority, its agents, contractors, employees or its successors in interest arising at any time for a breach of paragraphs 7 and 8 of the Highway Authority Agreement are limited to an aggregate maximum of \$10,000.00. No other breach by the Highway Authority, its agents, contractors, employees and its successors in interest of a provision of the Highway Authority Agreement or this Supplemental Agreement is actionable in either law or equity by Owner/Operator against the Highway Authority, and Owner/Operator hereby releases the Highway Authority, its agents, contractors, employees and its successors in interest for any cause of action it may have against them, other than as allowed in this paragraph, arising under the Highway Authority Agreement, this Supplemental Agreement, or environmental laws, regulations or common law governing the contaminated soil or groundwater in the highway Right-of-Way. Should the Highway Authority convey, vacate or transfer jurisdiction of that highway Right-of-Way, Owner/Operator may pursue an action under the Highway Authority Agreement or this Supplemental Agreement against the successors in interest, other than a State agency, in a court of law.

14. The Highway Authority Agreement and this Supplemental Agreement are entered into by the Highway Authority in recognition of laws passed by the General Assembly and regulations adopted by the Pollution Control Board that encourage a tiered-approach to remediating environmental contamination. The Highway Authority Agreement and this Supplemental Agreement are entered into by the Highway Authority in the spirit of those laws and under its rights and obligations as property owner. Should any provisions

of the Highway Authority Agreement or this Supplemental Agreement be struck down as beyond the authority of the Highway Authority, this Supplemental Agreement shall be null and void.

IN WITNESS WHEREOF, the Highway Authority has caused this Supplemental Agreement to be signed by its \_\_\_\_\_, a duly authorized representative, and be binding upon it, its successors and assigns.

City of Elmhurst, Illinois

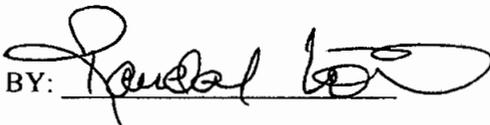
BY: \_\_\_\_\_

DATE: \_\_\_\_\_

(Printed) \_\_\_\_\_

Its: \_\_\_\_\_

IN WITNESS WHEREOF, Owner/Operator, BP Products North America Inc., has caused this Agreement to be signed by its duly authorized representative, and be binding upon it, its successors and assigns.

BY: 

DATE: 02/23/2011

(Printed) Randal Co:1

Its: Contracts Manager

R- 09 - 2011

**A RESOLUTION APPROVING AND AUTHORIZING THE  
EXECUTION OF A HIGHWAY AUTHORITY AGREEMENT BY  
AND BETWEEN B.P. PRODUCTS NORTH AMERICA, LLC  
AND THE CITY OF ELMHURST**

**WHEREAS**, BP Products North America, LLC ("BP") is the owner/operator of one or more leaking underground storage tanks presently or formerly located at 575 West St. Charles Road ("the Site"); and

**WHEREAS**, as a result of one or more releases of contaminants from the above-referenced underground storage tanks ("the Release(s)"), soil and/or groundwater contamination at the Site exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742; and

**WHEREAS**, the soil and/or groundwater contamination exceeding Tier 1 residential remediation objectives extends or may extend into City of Elmhurst (the "City") right-of-way; and

**WHEREAS**, BP is conducting corrective action in response to the releases; and

**WHEREAS**, the BP and the City desire to prevent groundwater beneath the City's right-of-way that exceeds Tier 1 remediation objectives from use as a supply of potable or domestic water, and to limit access to soil within the right-of-way that exceeds Tier 1 residential remediation objectives so that human health and the environment are protected during and after any access; and

**WHEREAS**, the Illinois Environmental Protection Agency (the "IEPA") is requiring BP to obtain a Highway Authority Agreement ("HAA") from the City in order to receive a "No Further Remediation" determination from the IEPA; and

**WHEREAS**, the corporate authorities of the City of Elmhurst are desirous of entering

into the HAA with BP to be approved by the IEPA.

**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 set forth in the preamble to this Resolution are found to be true and correct and are hereby incorporated as part of this Resolution.

**Section 2:** The HAA by and between BP and the City, a copy of which is attached hereto marked as Exhibit "A" and made a part hereof, is hereby approved.

**Section 3:** The Mayor be and is hereby authorized and directed to execute, and the City Clerk be and is hereby authorized and directed to attest the to HAA on behalf of the City.

**Section 4:** This Resolution shall be in full force and effect upon its passage and approval, as required by law.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2011.

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2011.

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

ATTESTED and filed in my office,  
this \_\_\_\_ day of \_\_\_\_\_, 2011.

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

COUNCIL ACTION SUMMARY

SUBJECT: Resolution to approve and authorize the execution of a highway authority agreement by and between BP Products North America, LLC and the City of Elmhurst

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the City Council, the City Attorney prepared a resolution to approve and authorize the execution of a highway authority agreement by and between BP Products North America, LLC and the City of Elmhurst.

**Exhibit "A"**

Highway Authority Agreement  
By and Between  
BP Products North America, LLC  
and  
the City of Elmhurst

## **HIGHWAY AUTHORITY AGREEMENT**

This Agreement is entered into this \_\_\_\_\_ day of February, 2011 by and between BP Products North America, Inc. ("BP"), formerly known as Amoco Oil Company, as owner or operator of underground storage tank(s) ("Owner/Operator"), and the City of Elmhurst, Illinois ("Highway Authority"), collectively known as the "Parties."

**WHEREAS**, BP Products North America, Inc. is the owner or operator of one or more leaking underground storage tanks presently or formerly located at 575 West St. Charles Road, Elmhurst, Illinois ("the Site");

**WHEREAS**, as a result of one or more releases or contaminants from the above referenced underground storage tanks ("the Releases"), soil and/or groundwater contamination at the Site exceed the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742;

**WHEREAS**, the soil and/or groundwater contamination exceeding Tier 1 residential remediation objectives extends or may extend into the Highway Authority's right-of-way;

**WHEREAS**, the Owner/Operator is conducting corrective action in response to the Releases;

**WHEREAS**, the Parties desire to prevent groundwater beneath the Highway Authority's right-of-way that exceeds Tier 1 remediation objectives from use as a supply for potable or domestic water and to limit access to soil within the right-of-way that exceeds Tier 1 residential remediation objectives so that human health and the environment are protected during and after any access;

**NOW THEREFORE**, the Parties agree as follows:

1. The recitals set forth above are incorporated by reference as if fully set forth herein.
2. The Illinois Emergency Management Agency has assigned incident numbers 932611 and 99122 to the Releases.
3. Attached as Exhibit A is a scaled map prepared by the Owner/Operator that shows the Site and surrounding area and delineates the current and estimated future extent of soil and groundwater contamination above the applicable Tier 1 residential remediation objectives as a result of the Releases.
4. Attached as Exhibit B is a table prepared by the Owner/Operator that lists each contaminant of concern that exceeds its Tier 1 residential remediation objective, its Tier 1 residential remediation objective and its concentrations

objective, its Tier 1 residential remediation objective and its concentrations within the zone where Tier 1 residential remediation objectives are exceeded. The locations of the concentrations listed in Exhibit B are identified on the map in Exhibit A.

5. Attached as Exhibit C is a scaled map prepared by the Owner/Operator showing the area of the Highway Authority's right-of-way that is governed by this Agreement ("Right-of-Way"). Because Exhibit C is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines.
6. The Owner/Operator intends to request risk-based, site specific soil and/or groundwater remediation objectives from Illinois Environmental Protection Agency ("IEPA") under 35 Ill. Admin. Code Part 742.
7. The Highway Authority stipulates it has jurisdiction over the Right-of-Way that gives it sole control over the use of the groundwater and access to the soil located within or beneath the Right-of-Way.
8. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.
9. The Highway Authority further agrees to limit access by itself and others to soil within the Right-of-Way exceeding Tier 1 residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair, maintain and operate a highway upon the Right-of-Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right-of-Way under permit have the right to remove soil or groundwater from the Right-of-Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right-of-Way, and make all existing permits for work in the Right-of-Way, subject to the following or a substantially similar condition:

As a condition of this permit the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.

1. This Agreement shall be referenced in the IEPA's no further remediation determination issued for the Releases.

2. The IEPA shall be notified of any transfer of jurisdiction over the Right-of-Way at least 30 days prior to the date the transfer takes effect. This Agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this Agreement as if the transferee were an original party to this Agreement. The transferee's agreement to be bound by the terms of this Agreement shall be memorialized at the time of transfer in a writing ("Rider") that references this Highway Authority Agreement and is signed by the Highway Authority, or subsequent transferor, and the transferee.
3. This Agreement shall become effective on the date the IEPA issues a no further remediation determination for the Releases. This Agreement shall remain effective until the Right-of-Way is demonstrated to be suitable for unrestricted use and the IEPA issues a new no further remediation determination to reflect there is no longer a need for this Agreement or until the Agreement is otherwise terminated or voided.
4. In addition to any other remedies that may be available, the IEPA may bring suit to enforce the terms of this Agreement or may, in its sole discretion, declare this Agreement null and void if the Highway Authority or a transferee violates any term of this Agreement. The Highway Authority or transferee and Owner/Operator shall be notified in writing of any such declaration.
5. This Agreement shall be null and void if a court of competent jurisdiction strikes down any part of provision of the Agreement. Furthermore, this Agreement shall be null and void should the IEPA not approve it, or should it not be referenced in the no further remediation letter; and the Agreement shall not be effective until approved by the IEPA.
6. This Agreement supersedes any prior written or oral agreements or understandings between the Parties on the subject matter address in the Agreement. The Agreement may be altered, modified or amended only upon the written consent and agreement of the Parties.
7. Any notices or other correspondence regarding this Agreement shall be sent to:

Manager, Division of Remediation Management  
Bureau of Land  
Environmental Protection Agency  
P.O. Box 19276

City of Elmhurst  
209 N. York Road  
Elmhurst, Illinois 60126

Owner/Operator  
BP Products North America, Inc.  
ATTN: Jane Bohn  
28100 Torch Parkway  
MC-28  
Warrenville, Illinois 60555

IN WITNESS WHEREOF, the Highway Authority has caused this Agreement to be signed by its \_\_\_\_\_, a duly authorized representative, and be binding upon it, its successors and assigns.

City of Elmhurst

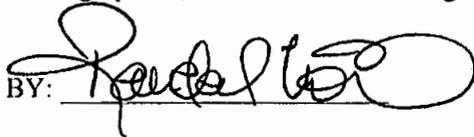
BY: \_\_\_\_\_

DATE: \_\_\_\_\_

(Printed) \_\_\_\_\_

Its: \_\_\_\_\_

IN WITNESS WHEREOF, Owner/Operator, BP Products North America Inc., has caused this Agreement to be signed by its duly authorized representative, and be binding upon it, its successors and assigns.

BY: 

DATE: 02/23/2011

(Printed) Randal Coil

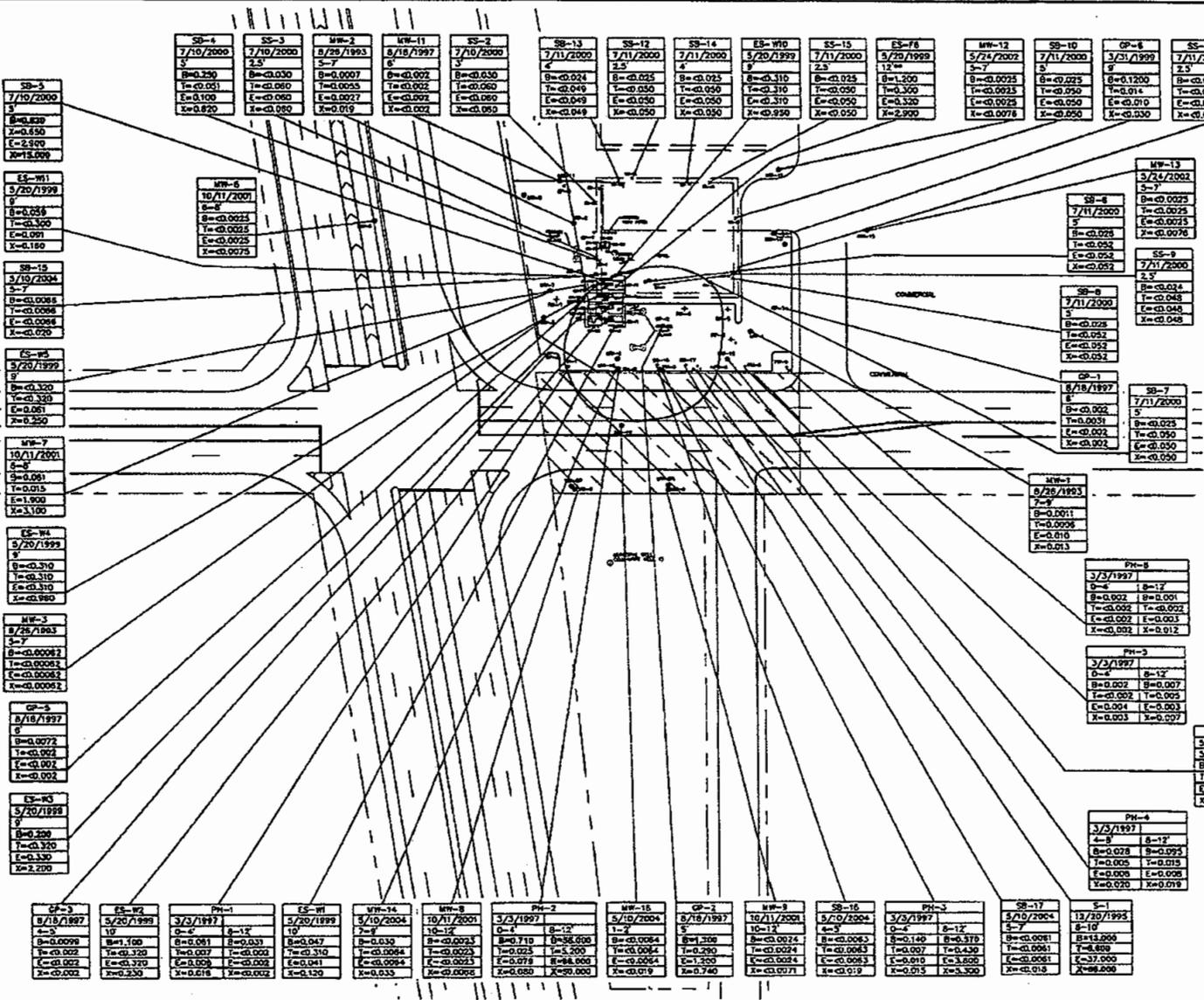
Its: Contracts Manager

ARCADIS

Exhibit A



CITY OF ELMHURST, ILLINOIS, 575 WEST ST. CHARLES ROAD, ELMHURST, ILLINOIS 06943  
 PROJECT NAME: SOIL QUALITY MAP - BTEX  
 DATE: 10/11/2001  
 DRAWN BY: J. W. BROWN  
 CHECKED BY: J. W. BROWN  
 PROJECT NO.: 06943

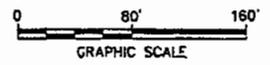


**LEGEND:**

- - - PROPERTY BOUNDARY
- ⊕ EXISTING MONITORING WELL
- ⊗ DESTROYED MONITORING WELL
- SOIL BORING
- MUNICIPAL WELL
- x EXCAVATION SAMPLES
- ▨ CITY OF ELMHURST MONITORING AUTHORITY AGREEMENT

**NOTE:**

VALUES EXCEEDING THE ILLINOIS TIER 1 REMEDIATION OBJECTIVES ARE IN BOLD.



BP PRODUCTS NORTH AMERICA INC.  
 575 WEST ST. CHARLES ROAD, ELMHURST, ILLINOIS  
 BP SITE #06943

**SOIL QUALITY MAP - BTEX**

ARCADIS  
 DRAWN BY: J. W. BROWN  
 CHECKED BY: J. W. BROWN



ARCADIS

Exhibit B

Exhibit B Summary of Groundwater Sample Analytical Results - Polynuclear Aromatic Hydrocarbons  
 Former BP Station No. 6943  
 575 W. St. Charles Road  
 Elmhurst, Illinois

Location ID	Date Collected	1-Methylnaphthalene mg/L	2-Chloronaphthalene mg/L	Acenaphthene mg/L	Acenaphthylene mg/L	Anthracene mg/L
Class II GW RO		--	--	2.1	1.05	10.5
GP-08	2/7/2001	NA	NA	<0.000570	NA	<0.000570
MW-06	10/25/2001	NA	NA	<0.000540	NA	<0.000540
	6/28/2002	NA	NA	<0.000400	NA	<0.000400
	1/17/2003	NA	NA	<0.000450	NA	<0.000450
	7/18/2003	NA	NA	<0.000500	NA	<0.000500
	1/13/2004	NA	NA	<0.000520	NA	<0.000520
	5/12/2004	NA	NA	<0.000600	NA	<0.000600
MW-07	10/25/2001	NA	NA	<0.000510	NA	<0.000510
	6/28/2002	NA	NA	<0.000470	NA	<0.000470
	1/17/2003	NA	NA	<0.000420	NA	<0.000420
	7/18/2003	NA	NA	<0.000500	NA	<0.000500
	1/13/2004	NA	NA	<0.000580	NA	<0.000580
	5/12/2004	NA	NA	<0.000610	NA	<0.000610
MW-08	10/12/2001	NA	NA	<0.000400	NA	<0.000400
MW-08R	6/28/2002	NA	NA	<0.000400	NA	<0.000400
	1/17/2003	NA	NA	<0.000420	NA	<0.000420
	7/18/2003	NA	NA	<0.000500	NA	<0.000500
	1/13/2004	NA	NA	<0.000520	NA	<0.000520
	5/12/2004	NA	NA	<0.000540	NA	<0.000540
	3/27/2009	NA	NA	NA	NA	NA
MW-09	10/12/2001	NA	NA	<0.000400	NA	<0.000400
MW-09R	1/17/2003	NA	NA	<0.000440	NA	<0.000440
	7/18/2003	NA	NA	<0.000500	NA	<0.000500
	1/13/2004	NA	NA	<0.000540	NA	<0.000540
	5/12/2004	NA	NA	<0.000620	NA	<0.000620
	3/27/2009	NA	NA	NA	NA	NA
MW-10	10/25/2001	NA	NA	<0.000510	NA	<0.000510
	6/28/2002	NA	NA	<0.000430	NA	<0.000430
	1/17/2003	NA	NA	<0.000560	NA	<0.000560
	7/18/2003	NA	NA	<0.000530	NA	<0.000530
	1/13/2004	NA	NA	<0.000540	NA	<0.000540
	5/12/2004	NA	NA	<0.000510	NA	<0.000510
MW-11	10/25/2001	NA	NA	<0.000510	NA	<0.000510
	6/28/2002	NA	NA	<0.000400	NA	<0.000400
	1/17/2003	NA	NA	<0.000410	NA	<0.000410
	7/18/2003	NA	NA	<0.000500	NA	<0.000500
	1/13/2004	NA	NA	<0.000510	NA	<0.000510
	5/12/2004	NA	NA	<0.000500	NA	<0.000500
MW-12	6/28/2002	NA	NA	<0.000400	NA	<0.000400
	1/17/2003	NA	NA	<0.000440	NA	<0.000440
	7/18/2003	NA	NA	<0.000500	NA	<0.000500
	1/13/2004	NA	NA	<0.000880	NA	<0.000880
	5/12/2004	NA	NA	<0.000510	NA	<0.000510
MW-13	6/28/2002	NA	NA	<0.000400	NA	<0.000400
	1/17/2003	NA	NA	<0.000430	NA	<0.000430
	7/18/2003	NA	NA	<0.000510	NA	<0.000510
	1/13/2004	NA	NA	<0.000590	NA	<0.000590
	5/12/2004	NA	NA	<0.000510	NA	<0.000510
MW-14	5/12/2004	NA	NA	<0.000610	NA	<0.000610
	8/27/2004	NA	NA	<0.000500	NA	<0.000500
MW-15	5/12/2004	NA	NA	<0.000500	NA	<0.000500
	5/10/2005	NA	NA	<0.000520	NA	<0.000520
MW-16	5/12/2004	NA	NA	0.120	NA	0.00210
	8/27/2004	NA	NA	<0.000510	NA	<0.000510
	11/18/2004	NA	NA	<0.00260	NA	<0.000520
	2/9/2005	NA	NA	<0.000540	NA	<0.000540
	7/12/2006	NA	NA	<0.000520	NA	<0.000520
	12/13/2006	<0.000500	NA	<0.000500	<0.00100	<0.000500
	3/15/2007	<0.000510	NA	<0.000510	<0.00100	<0.000510
	6/12/2007	<0.000520	NA	<0.000520	<0.00100	<0.000520
	9/18/2007	<0.000540	NA	<0.000540	<0.00100	<0.000540
	11/13/2007	<0.000530	NA	<0.000530	<0.00110	<0.000530
	3/11/2008	<0.000500	NA	<0.000500	<0.00100	<0.000500
	7/17/2008	0.000680	<0.000440	<0.000440	<0.000440	<0.000440
	9/17/2008	0.000740	<0.000400	<0.000400	<0.000400	<0.000400
	12/18/2008	0.000130	<0.000410	<0.000410	<0.000410	<0.000410
	3/27/2009	0.000550	<0.000430	<0.000430	<0.000430	<0.000430
	7/27/2009	<0.000410	<0.000410	<0.000410	<0.000410	<0.000410
9/2/2009	<0.000470	<0.000470	<0.000470	<0.000470	<0.000470	
12/21/2009	0.000420 [0.000470]	<0.000410 [0.000410]	<0.000410 [0.000410]	<0.000410 [0.000410]	<0.000410 [0.000410]	<0.000410 [0.000410]
5/12/2010	<0.00004 [0.00004]	<0.00004 [0.00004]	<0.00004 [0.00004]	<0.00004 [0.00004]	<0.00004 [0.00004]	<0.00004 [0.00004]

Notes:  
 Class II GW RO - Illinois Class II  
 Groundwater Remediation Objectives  
 All units are reported in milligrams per liter  
 Field duplicate sample results are presented  
 in brackets.  
 NA = Not Analyzed  
 Values exceeding the Illinois Class II  
 Groundwater Action Levels are bold.

Exhibit B Summary of Groundwater Sample Analytical Results - Polynuclear Aromatic Hydrocarbons  
 Former BP Station No. 6943  
 575 W. St. Charles Road  
 Elmhurst, Illinois

Location ID	Date Collected	Benzo(a)anthracene mg/L	Benzo(a)pyrene mg/L	Benzo(b)fluoranthene mg/L	Benzo(k)fluoranthene mg/L	Chrysene mg/L
Class II GW RO		0.00065	0.002	0.0009	0.00065	0.0075
GP-08	2/2/2001	<0.0000570	<0.0000570	<0.0000570	<0.0000570	<0.0000570
MW-06	10/25/2001	<0.0000540	<0.0000540	<0.000110	<0.0000540	<0.0000540
	6/28/2002	<0.0000400	<0.0000400	<0.0000400	<0.0000400	<0.0000400
	1/17/2003	<0.0000450	<0.0000450	<0.0000450	<0.0000450	<0.0000450
	7/18/2003	<0.0000500	<0.0000500	<0.000100	<0.0000500	<0.0000500
	1/13/2004	<0.0000520	<0.0000520	<0.000100	<0.0000520	<0.0000520
	5/12/2004	<0.0000600	<0.0000600	<0.000120	<0.0000600	<0.0000600
MW-07	10/25/2001	0.000180	<0.0000510	<0.000100	<0.0000510	<0.0000510
	6/28/2002	<0.0000470	<0.0000470	<0.0000470	<0.0000470	<0.0000470
	1/17/2003	<0.0000420	<0.0000420	<0.0000420	<0.0000420	<0.0000420
	7/18/2003	<0.0000500	<0.0000500	<0.000100	<0.0000500	<0.0000500
	1/13/2004	<0.0000580	<0.0000580	<0.000120	<0.0000580	<0.0000580
	5/12/2004	<0.0000610	<0.0000610	<0.000120	<0.0000610	<0.0000610
MW-08	10/12/2001	<0.0000400	<0.0000400	<0.0000400	<0.0000400	<0.0000400
MW-08R	6/28/2002	<0.0000400	<0.0000400	<0.0000400	<0.0000400	<0.0000400
	1/17/2003	<0.0000420	<0.0000420	<0.0000420	<0.0000420	<0.0000420
	7/18/2003	<0.0000500	<0.0000500	<0.000100	<0.0000500	<0.0000500
	1/13/2004	<0.0000520	<0.0000520	<0.000100	<0.0000520	<0.0000520
	5/12/2004	<0.0000540	<0.0000540	<0.000110	<0.0000540	0.0000730
	3/27/2009	NA	NA	NA	NA	NA
MW-09	10/12/2001	<0.0000400	<0.0000400	<0.0000400	<0.0000400	<0.0000400
MW-09R	1/17/2003	<0.0000440	<0.0000440	<0.0000440	<0.0000440	<0.0000440
	7/18/2003	<0.0000500	<0.0000500	<0.000100	<0.0000500	<0.0000500
	1/13/2004	<0.0000640	<0.0000640	<0.000130	<0.0000640	<0.0000640
	5/12/2004	<0.0000620	<0.0000620	<0.000120	<0.0000620	<0.0000620
	3/27/2009	NA	NA	NA	NA	NA
MW-10	10/25/2001	0.000140	<0.0000510	<0.000100	<0.0000510	<0.0000510
	6/28/2002	<0.0000430	<0.0000430	<0.0000430	<0.0000430	<0.0000430
	1/17/2003	<0.0000560	<0.0000560	<0.0000560	<0.0000560	<0.0000560
	7/18/2003	<0.0000530	<0.0000530	<0.000110	<0.0000530	<0.0000530
	1/13/2004	<0.0000540	<0.0000540	<0.000110	<0.0000540	<0.0000540
	5/12/2004	<0.0000510	<0.0000510	<0.000100	<0.0000510	<0.0000510
MW-11	10/25/2001	<0.0000510	<0.0000510	<0.000100	<0.0000510	<0.0000510
	6/28/2002	<0.0000400	<0.0000400	<0.0000400	<0.0000400	<0.0000400
	1/17/2003	<0.0000410	<0.0000410	<0.0000410	<0.0000410	<0.0000410
	7/18/2003	<0.0000500	<0.0000500	<0.000100	<0.0000500	<0.0000500
	1/13/2004	<0.0000510	<0.0000510	<0.000100	<0.0000510	<0.0000510
	5/12/2004	<0.0000500	<0.0000500	<0.000100	<0.0000500	<0.0000500
MW-12	6/28/2002	<0.0000400	<0.0000400	<0.0000400	<0.0000400	<0.0000400
	1/17/2003	<0.0000440	<0.0000440	<0.0000440	<0.0000440	<0.0000440
	7/18/2003	<0.0000500	<0.0000500	<0.000100	<0.0000500	<0.0000500
	1/13/2004	<0.0000880	0.000170	<0.000180	<0.0000880	0.0000530
	5/12/2004	<0.0000510	<0.0000510	<0.000100	<0.0000510	<0.0000510
MW-13	6/28/2002	<0.0000400	<0.0000400	<0.0000400	<0.0000400	<0.0000400
	1/17/2003	<0.0000430	<0.0000430	<0.0000430	<0.0000430	<0.0000430
	7/18/2003	<0.0000510	<0.0000510	<0.000100	<0.0000510	<0.0000510
	1/13/2004	<0.0000590	<0.0000590	<0.000120	<0.0000590	<0.0000590
	5/12/2004	<0.0000510	<0.0000510	<0.000100	<0.0000510	<0.0000510
MW-14	5/12/2004	<0.0000610	<0.0000610	<0.000120	<0.0000610	<0.0000610
	8/27/2004	<0.0000500	<0.0000500	<0.000100	<0.0000500	<0.0000500
MW-15	5/12/2004	<0.0000590	<0.0000590	0.000160	<0.0000590	<0.0000590
	5/10/2005	<0.0000520	<0.0000520	<0.000100	<0.0000520	<0.0000520
MW-16	5/12/2004	<0.0000570	<0.0000570	0.000110	<0.0000570	0.0000850
	8/27/2004	<0.0000510	<0.0000510	<0.000100	<0.0000510	<0.0000510
	11/19/2004	<0.0000520	<0.0000520	<0.000100	<0.0000520	<0.0000520
	2/8/2005	<0.0000540	<0.0000540	<0.000110	<0.0000540	<0.0000540
	7/12/2006	<0.0000520	<0.0000520	<0.000100	<0.0000520	<0.0000520
	12/13/2006	0.0000590	<0.0000500	<0.000100	<0.0000500	<0.0000500
	3/15/2007	0.0000510	<0.0000510	<0.000100	<0.0000510	<0.0000510
	6/12/2007	<0.0000520	<0.0000520	<0.000100	<0.0000520	<0.0000520
	9/18/2007	<0.0000540	<0.0000540	<0.000110	<0.0000540	<0.0000540
	11/13/2007	<0.0000530	<0.0000530	<0.000110	<0.0000530	<0.0000530
	3/11/2008	0.0000340	<0.0000500	<0.000100	<0.0000500	0.0000110
	7/1/2008	<0.0000440	<0.0000440	<0.0000440	<0.0000440	<0.0000440
	9/17/2008	<0.0000400	<0.0000400	<0.0000400	<0.0000400	<0.0000400
	12/18/2008	<0.0000410	<0.0000410	<0.0000410	<0.0000410	<0.0000410
	3/27/2009	<0.0000430	<0.0000430	<0.0000430	<0.0000430	<0.0000430
	7/27/2009	<0.0000410	<0.0000410	<0.0000410	<0.0000410	<0.0000410
	9/2/2009	<0.0000470	<0.0000470	<0.0000470	<0.0000470	<0.0000470
	12/21/2009	<0.0000410 [ $<0.0000410$ ]	<0.0000410 [ $<0.0000410$ ]	<0.0000410 [ $<0.0000410$ ]	<0.0000410 [ $<0.0000410$ ]	<0.0000410 [ $<0.0000410$ ]
	5/12/2010	<0.0000410 [ $<0.0000410$ ]	<0.0000410 [ $<0.0000410$ ]	<0.0000410 [ $<0.0000410$ ]	<0.0000410 [ $<0.0000410$ ]	<0.0000410 [ $<0.0000410$ ]

Notes:  
 Class II GW RO - Illinois Class II  
 Groundwater Remediation Objectives  
 All units are reported in milligrams per liter  
 Field duplicate sample results are presented  
 in brackets.  
 NA = Not Analyzed  
 Values exceeding the Illinois Class II  
 Groundwater Action Levels are bold.



Exhibit B Summary of Groundwater Sample Analytical Results - Polynuclear Aromatic Hydrocarbons  
 Former BP Station No. 6943  
 575 W. St. Charles Road  
 Eureka, Illinois

Location ID	Date Collected	Phenanthrene mg/L	Pyrene mg/L	Naphthalene mg/L	2-Methylnaphthalene mg/L
Class II GW RO		1.05	1.05	0.22	--
GP-08	2/27/2001	NA	<0.0000570	<0.0000570	NA
MW-06	10/25/2001	NA	<0.0000540	<0.0000540	NA
	6/28/2002	NA	<0.0000400	<0.0000400	NA
	1/17/2003	NA	<0.0000450	<0.0000450	NA
	7/18/2003	NA	<0.0000500	<0.0000500	NA
	1/13/2004	NA	<0.0000520	<0.0000520	NA
MW-07	5/12/2004	NA	<0.0000600	<0.0000600	NA
	10/25/2001	NA	<0.0000510	0.00170	NA
	6/28/2002	NA	<0.0000470	0.00040	NA
	1/17/2003	NA	<0.0000420	0.000360	NA
	7/18/2003	NA	<0.0000500	<0.0000500	NA
MW-08	1/13/2004	NA	<0.0000580	<0.0000580	NA
	5/12/2004	NA	<0.0000610	<0.0000610	NA
	10/12/2001	NA	<0.0000400	0.000140	NA
	6/28/2002	NA	<0.0000400	<0.0000400	NA
	1/17/2003	NA	<0.0000420	<0.0000420	NA
MW-08R	7/18/2003	NA	<0.0000500	<0.0000500	NA
	1/13/2004	NA	<0.0000520	<0.0000520	NA
	5/12/2004	NA	<0.0000540	<0.0000540	NA
	3/27/2009	NA	NA	<0.00400	<0.00500
	10/12/2001	NA	<0.0000400	<0.0000400	NA
MW-09	11/7/2003	NA	<0.0000440	<0.0000440	NA
	7/18/2003	NA	<0.0000500	<0.0000500	NA
	1/13/2004	NA	<0.0000640	<0.0000640	NA
	5/12/2004	NA	<0.0000620	<0.0000620	NA
	3/27/2009	NA	NA	<0.00400	<0.00500
MW-10	10/25/2001	NA	<0.0000510	<0.0000510	NA
	6/28/2002	NA	<0.0000430	<0.0000430	NA
	1/17/2003	NA	<0.0000560	<0.0000560	NA
	7/18/2003	NA	<0.0000530	<0.0000530	NA
	1/13/2004	NA	0.0000550	<0.0000540	NA
MW-11	5/12/2004	NA	<0.0000510	<0.0000510	NA
	10/25/2001	NA	<0.0000510	<0.0000510	NA
	6/28/2002	NA	<0.0000400	<0.0000400	NA
	1/17/2003	NA	<0.0000410	<0.0000410	NA
	7/18/2003	NA	<0.0000500	<0.0000500	NA
MW-12	1/13/2004	NA	<0.0000510	<0.0000510	NA
	5/12/2004	NA	<0.0000500	<0.0000500	NA
	6/28/2002	NA	<0.0000400	<0.0000400	NA
	1/17/2003	NA	<0.0000440	<0.0000440	NA
	7/18/2003	NA	<0.0000500	<0.0000500	NA
MW-13	1/13/2004	NA	<0.0000880	<0.0000880	NA
	5/12/2004	NA	<0.0000510	<0.0000510	NA
	6/28/2002	NA	0.0000490	<0.0000400	NA
	1/17/2003	NA	<0.0000430	<0.0000430	NA
	7/18/2003	NA	<0.0000510	<0.0000510	NA
MW-14	1/13/2004	NA	<0.0000590	<0.0000590	NA
	5/12/2004	NA	<0.0000510	<0.0000510	NA
	5/12/2004	NA	<0.0000610	0.100	NA
MW-15	8/27/2004	NA	<0.0000500	0.0300	NA
	5/12/2004	NA	<0.0000590	<0.0000590	NA
MW-16	5/10/2005	NA	<0.0000520	<0.0000520	NA
	5/12/2004	NA	<0.0000570	0.600	NA
MW-16	8/27/2004	NA	<0.0000510	0.0200	NA
	11/18/2004	NA	<0.0000520	0.0100	NA
	2/8/2005	NA	<0.0000540	<0.0000540	NA
	7/12/2008	NA	<0.0000520	<0.0000520	NA
	12/13/2008	<0.0000500	<0.0000500	0.000640	0.000770
	3/15/2007	<0.0000510	0.0000540	0.0000510	0.000750
	6/12/2007	<0.0000520	<0.0000520	<0.0000520	<0.000520
	9/18/2007	<0.0000540	<0.0000540	<0.0000540	0.000730
	11/13/2007	<0.0000530	<0.0000530	<0.0000530	<0.000530
	3/11/2008	0.0000910	0.000120	0.0240	0.00220
	7/1/2008	<0.0000440	<0.0000440	0.000190	0.000130
	9/17/2008	<0.0000400	<0.0000400	0.000350	0.000200
	12/18/2008	<0.0000410	<0.0000410	0.000460	0.000300
	3/27/2009	<0.0000430	<0.0000430	0.0000910	0.000170
	7/27/2009	<0.0000410	<0.0000410	<0.0000410	<0.0000410
	9/2/2009	<0.0000470	<0.0000470	<0.0000470	<0.0000470
	12/2/2009	<0.0000410 [ <b>&lt;0.0000410</b> ]	<0.0000410 [ <b>&lt;0.0000410</b> ]	0.000110 [0.000120]	0.0000670 [0.000770]
	5/12/2010	<0.00004 [ <b>&lt;0.00004</b> ]	<0.00004 [ <b>&lt;0.00004</b> ]	<0.00004 [ <b>&lt;0.00004</b> ]	<0.00004 [ <b>&lt;0.00004</b> ]

Notes:  
 Class II GW RO - Illinois Class II  
 Groundwater Remediation Objectives  
 All units are reported in milligrams per liter  
 Field duplicate sample results are presented  
 in brackets.  
 NA = Not Analyzed  
 Values exceeding the Illinois Class II  
 Groundwater Action Levels are bold.

**Exhibit B Summary of Soil Sample Analytical Results**  
 Former BP Station No. 6943  
 575 W. St. Charles Road  
 Elmhurst, Illinois

Location ID: Sample Depth(ft):	Residential Ingestion	Residential Inhalation	Industrial/ Commercial Ingestion	Industrial/ Commercial Inhalation	Construction Worker Ingestion	Construction Worker Inhalation	Soil Component of Groundwater Ingestion (Class II)	MW-01 7 - 9	MW-02 5 - 7	MW-03 5 - 7	MW-03 7 - 9	MW-04 9 - 11	MW-06 6 - 8	MW-07 6 - 8	MW-08 10 - 12
Date Collected:								8/26/93	8/26/93	8/26/93	8/26/93	8/26/93	10/11/01	10/12/01	10/11/01
<b>BTEX</b>															
Benzene	12	0.8	100	1.6	2,300	2.2	0.17	0.0011	0.00074	<0.00062	NA	NA	<0.0025	0.061	<0.0023
Toluene	16000	850	410,000	650	410,000	42	29	0.00064	0.0055	<0.00062	NA	NA	<0.0025	0.015	<0.0023
Ethylbenzene	7800	400	200,000	400	20,000	58	19	0.01	0.0027	<0.00062	NA	NA	<0.0025	1.90	<0.0023
Xylenes (total)	16000	320	410,000	320	41,000	5.6	150	0.013	0.019	<0.00062	NA	NA	<0.0075	3.10	<0.0068
<b>PNAs</b>															
1-Methylnaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	NA
2-Chloronaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	NA
Acenaphthene	4,700	--	120,000	--	120,000	--	2,900	0.055	<0.025	NA	0.6	1.3	NA	<0.22	<0.19
Acenaphthylene	--	--	61,000	--	61,000	--	420	<0.025	<0.025	NA	0.038	NA	NA	NA	NA
Anthracene	23,000	--	610,000	--	610,000	--	59,000	<0.017	<0.017	NA	0.05	<0.075	NA	<0.022	<0.019
Benzo(a)anthracene	0.9	--	8	--	170	--	8	0.0034	0.0017	NA	0.4	0.0084	NA	<0.022	<0.019
Benzo(a)pyrene	0.98	--	0.8	--	17	--	82	0.0037	0.0012	NA	0.41	0.0063	NA	<0.022	<0.019
Benzo(b)fluoranthene	0.9	--	8	--	170	--	25	0.0042	0.0013	NA	0.52	0.002	NA	<0.042	<0.037
Benzo(g,h,i)perylene	--	--	61,000	--	61,000	--	130,000	0.0046	<0.0014	NA	0.32	NA	NA	NA	NA
Benzo(k)fluoranthene	9	--	78	--	1,700	--	250	0.0021	0.00087	NA	0.23	0.0039	NA	<0.022	<0.019
Chrysene	88	--	780	--	17,000	--	800	<0.005	<0.005	NA	0.5	<0.023	NA	<0.022	0.22
Dibenzo(a,h)anthracene	0.15	--	0.8	--	17	--	7.6	0.0044	<0.001	NA	0.073	<0.0045	NA	<0.042	<0.037
Fluoranthene	3,100	--	82,000	--	82,000	--	21,000	<0.0067	0.0073	NA	0.81	0.029	NA	<0.042	<0.037
Fluorene	3,100	--	82,000	--	82,000	--	2,800	0.0069	<0.0067	NA	0.032	<0.03	NA	<0.042	<0.037
Indeno(1,2,3-cd)pyrene	0.9	--	8	--	170	--	69	<0.0017	<0.0017	NA	0.18	<0.0075	NA	<0.022	<0.019
Phenanthrene	--	--	61,000	--	61,000	--	1,000	<0.017	<0.017	NA	0.3	NA	NA	NA	NA
Pyrene	2,300	--	61,000	--	61,000	--	21,000	<0.0067	<0.0067	NA	0.8	0.021	NA	<0.022	<0.019
Naphthalene	1,600	170	41,000	270	4,100	1.8	16	0.400	<0.025	NA	0.7	3	NA	<0.22	<0.19
2-Methylnaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	NA

**Notes:**  
 All units are reported in mg/kg (milligrams per kilogram) unless otherwise noted.  
 NA = Not Analyzed

**Exhibit B Summary of Soil Sample Analytical Results**  
 Former BP Station No. 6943  
 575 W. St. Charles Road  
 Elmhurst, Illinois

Location ID: Sample Depth(ft):	Residential Ingestion	Residential Inhalation	Industrial/ Commercial Ingestion	Industrial/ Commercial Inhalation	Construction Worker Ingestion	Construction Worker Inhalation	Soil Component of Groundwater Ingestion (Class II)	MW-09 10 - 12	MW-11 6 - 8	MW-12 5 - 7	MW-13 5 - 7	MW-14 7 - 9	MW-15 5 - 7	MW-16 1 - 2	S-01 8 - 10
Date Collected:								10/11/01	10/12/01	5/24/04	5/24/04	5/10/04	5/10/04	5/10/04	12/20/95
<b>BTEX</b>															
Benzene	12	0.8	100	1.6	2,300	2.2	0.17	<0.0024	NA	<0.0025	<0.0025	0.03	<0.0061	<0.0064	13
Toluene	16000	650	410,000	650	410,000	42	29	<0.0024	NA	<0.0025	<0.0025	<0.0064	<0.0061	<0.0064	6.6
Ethylbenzene	7800	400	200,000	400	20,000	58	19	<0.0024	NA	<0.0025	<0.0025	<0.0064	<0.0061	<0.0064	37
Xylenes (total)	16000	320	410,000	320	41,000	5.6	150	<0.0071	NA	<0.0076	<0.0076	0.035	<0.018	<0.019	66
<b>PNAs</b>															
1-Methylnaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	NA
2-Chloronaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	NA
Acenaphthene	4,700	--	120,000	--	120,000	--	2,900	<0.2	<0.21	NA	NA	<0.22	<0.21	<0.21	<1.20
Acenaphthylene	--	--	61,000	--	61,000	--	420	NA	NA	NA	NA	NA	NA	NA	<0.66
Anthracene	23,000	--	610,000	--	610,000	--	59,000	<0.02	<0.021	NA	NA	<0.022	<0.021	<0.021	<0.68
Benzo(a)anthracene	0.9	--	8	--	170	--	8	<0.02	<0.021	NA	NA	<0.022	<0.021	<0.021	<0.0087
Benzo(a)pyrene	0.98	--	0.8	--	17	--	82	<0.02	<0.021	NA	NA	0.05	<0.021	<0.021	<0.015
Benzo(b)fluoranthene	0.9	--	8	--	170	--	25	<0.038	<0.041	NA	NA	<0.042	<0.04	<0.042	<0.011
Benzo(g,h,i)perylene	--	--	61,000	--	61,000	--	130,000	NA	NA	NA	NA	NA	NA	NA	<0.051
Benzo(k)fluoranthene	9	--	78	--	1,700	--	250	<0.02	<0.021	NA	NA	<0.022	<0.021	<0.021	<0.011
Chrysene	88	--	780	--	17,000	--	800	<0.02	0.055	NA	NA	0.029	<0.021	<0.021	<0.1
Dibenzo(a,h)anthracene	0.15	--	0.8	--	17	--	7.6	<0.038	<0.041	NA	NA	<0.042	<0.04	<0.042	<0.020
Fluoranthene	3,100	--	82,000	--	82,000	--	21,000	<0.038	<0.041	NA	NA	<0.067	<0.04	<0.042	<0.68
Fluorene	3,100	--	82,000	--	82,000	--	2,800	<0.038	<0.041	NA	NA	<0.042	<0.04	<0.042	<0.14
Indeno(1,2,3-cd)pyrene	0.9	--	8	--	170	--	69	<0.02	<0.021	NA	NA	0.045	<0.021	<0.021	<0.029
Phenanthrene	--	--	61,000	--	61,000	--	1,000	NA	NA	NA	NA	NA	NA	NA	<0.66
Pyrene	2,300	--	61,000	--	61,000	--	21,000	<0.02	<0.021	NA	NA	0.096	<0.021	<0.021	<0.18
Naphthalene	1,600	170	41,000	270	4,100	1.8	18	<0.2	<0.21	NA	NA	<0.22	<0.21	<0.21	4.7
2-Methylnaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	NA

**Notes:**  
 All units are reported in mg/kg (milligrams per kilogram) unless otherwise noted.  
 NA = Not Analyzed

**Exhibit B Summary of Soil Sample Analytical Results**  
 Former BP Station No. 6943  
 575 W. St. Charles Road  
 Elmhurst, Illinois

Location ID: Sample Depth(ft):	Residential Ingestion	Residential Inhalation	Industrial/ Commercial Ingestion	Industrial/ Commercial Inhalation	Construction Worker Ingestion	Construction Worker Inhalation	Soil Component of Groundwater Ingestion (Class II)	PH-01 0 - 4	PH-01 8 - 12	PH-02 0 - 4	PH-02 8 - 12	PH-03 0 - 4	PH-03 8 - 12	PH-04 4 - 8	PH-04 8 - 12
Date Collected:								3/3/97	3/3/97	3/3/97	3/3/97	3/3/97	3/3/97	3/3/97	3/3/97
<b>BTEX</b>															
Benzene	12	0.8	100	1.6	2,300	2.2	0.17	0.061	0.031	0.710	55	0.14	0.57	0.028	0.095
Toluene	16000	650	410,000	650	410,000	42	29	0.007	<0.002	0.025	5.2	0.007	0.430	0.005	0.015
Ethylbenzene	7800	400	200,000	400	20,000	58	19	0.006	<0.002	0.079	86	0.010	3.8	0.008	0.008
Xylenes (total)	16000	320	410,000	320	41,000	5.6	150	0.016	<0.002	0.080	50	0.015	5.3	0.020	0.019
<b>PNAs</b>															
1-Methylnaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	NA
2-Chloronaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	NA
Acenaphthene	4,700	--	120,000	--	120,000	--	2,900	<1.20	<1.20	<1.20	<1.20	<1.20	<1.20	<1.20	<1.20
Acenaphthylene	--	--	61,000	--	61,000	--	420	<0.66	<0.66	<0.66	<0.66	<0.66	<0.66	<0.66	<0.66
Anthracene	23,000	--	610,000	--	610,000	--	59,000	<0.66	<0.66	<0.66	<0.66	<0.66	<0.66	<0.66	<0.66
Benzo(a)anthracene	0.9	--	8	--	170	--	8	<0.0087	<0.0087	<0.0087	<0.0087	0.015	0.019	0.052	0.012
Benzo(a)pyrene	0.98	--	0.8	--	17	--	82	0.012	<0.015	<0.015	<0.015	0.028	<0.015	0.060	<0.015
Benzo(b)fluoranthene	0.9	--	8	--	170	--	25	0.038	<0.011	<0.011	<0.011	<0.011	0.016	0.037	<0.011
Benzo(g,h,i)perylene	--	--	61,000	--	61,000	--	130,000	NA	NA	NA	NA	NA	NA	NA	NA
Benzo(k)fluoranthene	9	--	78	--	1,700	--	250	<0.011	<0.011	<0.011	<0.011	<0.011	<0.011	0.027	<0.011
Chrysene	88	--	780	--	17,000	--	800	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1
Dibenzo(a,h)anthracene	0.15	--	0.8	--	17	--	7.6	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020
Fluoranthene	3,100	--	82,000	--	82,000	--	21,000	<0.66	<0.66	<0.66	<0.66	<0.66	<0.66	<0.66	<0.66
Fluorene	3,100	--	82,000	--	82,000	--	2,800	<0.14	<0.14	<0.14	<0.14	<0.14	<0.14	<0.14	<0.14
Indeno(1,2,3-cd)pyrene	0.9	--	8	--	170	--	69	<0.029	<0.029	<0.029	<0.029	<0.029	<0.029	0.041	<0.029
Phenanthrene	--	--	61,000	--	61,000	--	1,000	<0.66	<0.66	<0.66	<0.66	<0.66	<0.66	<0.66	<0.66
Pyrene	2,300	--	61,000	--	61,000	--	21,000	<0.18	<0.18	<0.18	<0.18	<0.18	<0.18	<0.18	<0.18
Naphthalene	1,600	170	41,000	270	4,100	1.8	18	<0.66	<0.66	<0.66	22	<0.66	3	<0.66	<0.66
2-Methylnaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	NA

**Notes:**

All units are reported in mg/kg (milligrams per kilogram) unless otherwise noted.  
 NA = Not Analyzed

**Exhibit B Summary of Soil Sample Analytical Results**  
**Former BP Station No. 6943**  
**575 W. St. Charles Road**  
**Elmhurst, Illinois**

Location ID: Sample Depth(ft):	Residential Ingestion	Residential Inhalation	Industrial/ Commercial Ingestion	Industrial/ Commercial Inhalation	Construction Worker Ingestion	Construction Worker Inhalation	Soil Component of Groundwater Ingestion (Class II)	PH-05 0 - 4	PH-05 8 - 12	PH-06 0 - 4	PH-06 8 - 12	GP-01 6	GP-02 5	GP-03 4 - 5	GP-04 6
Date Collected:								3/3/97	3/3/97	3/3/97	3/3/97	8/18/97	8/18/97	8/18/97	8/18/97
<b>BTEX</b>															
Benzene	12	0.8	100	1.6	2,300	2.2	0.17	0.002	0.007	0.002	0.001	<0.002	1.3	0.010	<0.002
Toluene	16000	650	410,000	650	410,000	42	29	<0.002	0.005	<0.002	<0.002	0.0031	0.29	<0.002	<0.002
Ethylbenzene	7800	400	200,000	400	20,000	58	19	0.004	0.003	<0.002	0.003	<0.002	1.2	<0.002	<0.002
Xylenes (total)	16000	320	410,000	320	41,000	5.6	150	0.003	0.007	<0.002	0.012	<0.002	0.74	<0.002	<0.002
<b>PNAs</b>															
1-Methylnaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	<0.3
2-Chloronaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	NA
Acenaphthene	4,700	--	120,000	--	120,000	--	2,900	<1.20	<1.20	<1.20	<1.20	NA	NA	NA	<0.6
Acenaphthylene	--	--	61,000	--	61,000	--	420	<0.66	<0.68	<0.66	<0.68	NA	NA	NA	<0.5
Anthracene	23,000	--	610,000	--	610,000	--	59,000	<0.66	<0.66	<0.66	<0.68	NA	NA	NA	<0.03
Benzo(a)anthracene	0.9	--	8	--	170	--	8	<0.0087	0.014	<0.0087	<0.0087	NA	NA	NA	<0.03
Benzo(a)pyrene	0.98	--	0.8	--	17	--	82	<0.015	<0.015	<0.015	<0.015	NA	NA	NA	<0.025
Benzo(b)fluoranthene	0.9	--	8	--	170	--	25	<0.011	0.014	<0.011	<0.011	NA	NA	NA	<0.035
Benzo(g,h,i)perylene	--	--	61,000	--	61,000	--	130,000	NA	NA	NA	NA	NA	NA	NA	<0.04
Benzo(k)fluoranthene	9	--	78	--	1,700	--	250	<0.011	<0.011	<0.011	<0.011	NA	NA	NA	<0.007
Chrysene	88	--	780	--	17,000	--	800	<0.1	<0.1	<0.1	<0.1	NA	NA	NA	<0.05
Dibenzo(a,h)anthracene	0.15	--	0.8	--	17	--	7.6	<0.020	<0.020	<0.020	<0.020	NA	NA	NA	<0.045
Fluoranthene	3,100	--	82,000	--	82,000	--	21,000	<0.66	<0.66	<0.66	<0.66	NA	NA	NA	<0.1
Fluorene	3,100	--	82,000	--	82,000	--	2,800	<0.14	<0.14	<0.14	<0.14	NA	NA	NA	<0.14
Indeno(1,2,3-cd)pyrene	0.9	--	8	--	170	--	69	<0.029	<0.029	<0.029	<0.029	NA	NA	NA	<0.08
Phenanthrene	--	--	61,000	--	61,000	--	1,000	<0.66	<0.66	<0.66	<0.66	NA	NA	NA	<0.12
Pyrene	2,300	--	61,000	--	61,000	--	21,000	<0.18	<0.18	<0.18	<0.18	NA	NA	NA	<0.02
Naphthalene	1,600	170	41,000	270	4,100	1.8	18	<0.66	<0.66	<0.66	<0.66	NA	NA	NA	<0.3
2-Methylnaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	<0.3

**Notes:**  
All units are reported in mg/kg (milligrams per kilogram) unless otherwise noted.  
NA = Not Analyzed

**Exhibit B Summary of Soil Sample Analytical Results**  
Former BP Station No. 6943  
575 W. St. Charles Road  
Elmhurst, Illinois

Location ID: Sample Depth(ft): Date Collected:	Residential Ingestion	Residential Inhalation	Industrial/ Commercial Ingestion	Industrial/ Commercial Inhalation	Construction Worker Ingestion	Construction Worker Inhalation	Soil Component of Groundwater Ingestion (Class II)	GP-05 6	GP-07 8	GP-08 12	ES-F8 7	ES-W1 10	ES-W2 10	ES-W3 8	ES-W4 9
<b>BTEX</b>															
Benzene	12	0.8	100	1.6	2,300	2.2	0.17	0.0072	NA	NA	NA	0.047	1.1	0.2	<0.31
Toluene	16000	650	410,000	650	410,000	42	29	<0.002	NA	NA	NA	<0.31	<0.32	<0.32	<0.31
Ethylbenzene	7800	400	200,000	400	20,000	58	19	<0.002	NA	NA	NA	0.041	<0.32	0.33	<0.31
Xylenes (total)	16000	320	410,000	320	41,000	5.6	150	<0.002	NA	NA	NA	0.12	0.23	2.2	<0.96
<b>PNAs</b>															
1-Methylnaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	NA
2-Chloronaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	NA
Acenaphthene	4,700	--	120,000	--	120,000	--	2,900	NA	<0.17	<0.17	<0.22	NA	NA	NA	<0.21
Acenaphthylene	--	--	61,000	--	61,000	--	420	NA	NA	NA	NA	NA	NA	NA	NA
Anthracene	23,000	--	610,000	--	610,000	--	59,000	NA	<0.017	<0.017	<0.022	NA	NA	NA	0.13
Benzo(a)anthracene	0.9	--	8	--	170	--	8	NA	<0.017	<0.017	<0.022	NA	NA	NA	0.12
Benzo(a)pyrene	0.98	--	0.8	--	17	--	82	NA	<0.017	<0.017	<0.022	NA	NA	NA	0.026
Benzo(b)fluoranthene	0.9	--	8	--	170	--	25	NA	<0.033	<0.032	<0.042	NA	NA	NA	<0.042
Benzo(g,h,i)perylene	--	--	61,000	--	61,000	--	130,000	NA	NA	NA	NA	NA	NA	NA	NA
Benzo(k)fluoranthene	9	--	78	--	1,700	--	250	NA	<0.017	<0.017	<0.022	NA	NA	NA	<0.021
Chrysene	88	--	780	--	17,000	--	800	NA	<0.017	<0.128	<0.022	NA	NA	NA	0.041
Dibenzo(a,h)anthracene	0.15	--	0.8	--	17	--	7.6	NA	<0.033	0.097	<0.042	NA	NA	NA	<0.042
Fluoranthene	3,100	--	82,000	--	82,000	--	21,000	NA	<0.033	<0.032	0.045	NA	NA	NA	0.05
Fluorene	3,100	--	82,000	--	82,000	--	2,800	NA	<0.033	<0.032	<0.042	NA	NA	NA	0.11
Indeno(1,2,3-cd)pyrene	0.9	--	8	--	170	--	69	NA	<0.017	<0.017	<0.022	NA	NA	NA	<0.021
Phenanthrene	--	--	61,000	--	61,000	--	1,000	NA	NA	NA	NA	NA	NA	NA	NA
Pyrene	2,300	--	61,000	--	61,000	--	21,000	NA	<0.017	<0.017	0.045	NA	NA	NA	0.12
Naphthalene	1,600	170	41,000	270	4,100	1.8	18	NA	<0.17	<0.17	<0.22	NA	NA	NA	<0.21
2-Methylnaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	NA

**Notes:**

All units are reported in mg/kg (milligrams per kilogram) unless otherwise noted.  
NA = Not Analyzed

**Exhibit B Summary of Soil Sample Analytical Results**  
 Former BP Station No. 6943  
 575 W. St. Charles Road  
 Elmhurst, Illinois

Location ID: Sample Depth(ft):	Residential Ingestion	Residential Inhalation	Industrial/ Commercial Ingestion	Industrial/ Commercial Inhalation	Construction Worker Ingestion	Construction Worker Inhalation	Soil Component of Groundwater Ingestion (Class II)	ES-W5 9	ES-W10 9	ES-W11 9	SB-01 5	SB-04 5	SB-05 5	SB-06 5	SB-07 5
Date Collected:								5/20/99	5/20/99	5/20/99	7/10/00	7/10/00	7/10/00	7/11/00	7/11/00
<b>BTEX</b>															
Benzene	12	0.8	100	1.6	2,300	2.2	0.17	<0.32	<0.31	0.059	<0.03	0.25	0.83	<0.026	<0.025
Toluene	16000	650	410,000	650	410,000	42	29	<0.32	<0.31	<0.30	<0.059	<0.051	0.65	<0.052	<0.05
Ethylbenzene	7800	400	200,000	400	20,000	58	19	0.061	<0.31	0.091	<0.059	0.10	2.90	<0.052	<0.05
Xylenes (total)	16000	320	410,000	320	41,000	5.6	150	0.25	<0.95	0.16	<0.059	0.62	15	<0.052	<0.05
<b>PNAs</b>															
1-Methylnaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	NA
2-Chloronaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	NA
Acenaphthene	4,700	--	120,000	--	120,000	--	2,900	<0.22	<0.21	<0.21	NA	NA	NA	NA	NA
Acenaphthylene	--	--	61,000	--	61,000	--	420	NA	NA	NA	NA	NA	NA	NA	NA
Anthracene	23,000	--	610,000	--	610,000	--	59,000	0.067	<0.021	<0.021	NA	NA	NA	NA	NA
Benzo(a)anthracene	0.9	--	8	--	170	--	8	0.042	<0.021	0.025	NA	NA	NA	NA	NA
Benzo(a)pyrene	0.98	--	0.8	--	17	--	82	<0.022	<0.021	0.059	NA	NA	NA	NA	NA
Benzo(b)fluoranthene	0.9	--	8	--	170	--	25	<0.042	<0.041	0.052	NA	NA	NA	NA	NA
Benzo(g,h,i)perylene	--	--	61,000	--	61,000	--	130,000	NA	NA	NA	NA	NA	NA	NA	NA
Benzo(k)fluoranthene	9	--	78	--	1,700	--	250	<0.022	<0.021	0.021	NA	NA	NA	NA	NA
Chrysene	88	--	780	--	17,000	--	800	<0.022	<0.021	0.027	NA	NA	NA	NA	NA
Dibenzo(a,h)anthracene	0.15	--	0.8	--	17	--	7.6	<0.042	<0.041	<0.04	NA	NA	NA	NA	NA
Fluoranthene	3,100	--	82,000	--	82,000	--	21,000	<0.042	<0.041	<0.04	NA	NA	NA	NA	NA
Fluorene	3,100	--	82,000	--	82,000	--	2,800	<0.042	<0.041	<0.04	NA	NA	NA	NA	NA
Indeno(1,2,3-cd)pyrene	0.9	--	8	--	170	--	69	<0.021	<0.021	<0.021	NA	NA	NA	NA	NA
Phenanthrene	--	--	61,000	--	61,000	--	1,000	NA	NA	NA	NA	NA	NA	NA	NA
Pyrens	2,300	--	61,000	--	61,000	--	21,000	0.049	<0.021	0.033	NA	NA	NA	NA	NA
Naphthalene	1,600	170	41,000	270	4,100	1.8	18	0.55	<0.21	<0.21	NA	NA	NA	NA	NA
2-Methylnaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	NA

**Notes:**

All units are reported in mg/kg (milligrams per kilogram) unless otherwise noted.  
 NA = Not Analyzed

**Exhibit B Summary of Soil Sample Analytical Results**  
 Former BP Station No. 6943  
 575 W. St. Charles Road  
 Elmhurst, Illinois

Location ID: Sample Depth(ft): Date Collected:	Residential Ingestion	Residential Inhalation	Industrial/ Commercial Ingestion	Industrial/ Commercial Inhalation	Construction Worker Ingestion	Construction Worker Inhalation	Soil Component of Groundwater Ingestion (Class II)	SB-08 5 7/11/00	SB-10 5 7/11/00	SB-13 4 7/11/00	SB-14 4 7/11/00	SB-15 5 - 7 5/10/04	SB-16 4 - 5 5/10/04	SB-17 5 - 7 5/10/04	SS-02 3 7/10/00
<b>BTEX</b>															
Benzene	12	0.8	100	1.6	2,300	2.2	0.17	<0.026	<0.025	<0.024	<0.025	<0.0066	<0.0063	<0.0061	<0.03
Toluene	16000	650	410,000	650	410,000	42	29	<0.052	<0.05	<0.049	<0.05	<0.0066	<0.0063	<0.0061	<0.06
Ethylbenzene	7800	400	200,000	400	20,000	58	19	<0.052	<0.05	<0.049	<0.05	<0.0066	<0.0063	<0.0061	<0.06
Xylenes (total)	16000	320	410,000	320	41,000	5.6	150	<0.052	<0.05	<0.049	<0.05	<0.02	<0.019	<0.18	<0.06
<b>PNAs</b>															
1-Methylnaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	NA
2-Chloronaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	NA
Acenaphthene	4,700	--	120,000	--	120,000	--	2,900	NA	NA	NA	NA	<0.22	<0.21	<0.21	NA
Acenaphthylene	--	--	61,000	--	61,000	--	420	NA	NA	NA	NA	NA	NA	NA	NA
Anthracene	23,000	--	610,000	--	610,000	--	59,000	NA	NA	NA	NA	<0.022	<0.021	<0.021	NA
Benzo(a)anthracene	0.9	--	8	--	170	--	8	NA	NA	NA	NA	<0.022	<0.021	<0.021	NA
Benzo(a)pyrene	0.98	--	0.8	--	17	--	82	NA	NA	NA	NA	<0.022	<0.021	<0.021	NA
Benzo(b)fluoranthene	0.9	--	8	--	170	--	25	NA	NA	NA	NA	<0.044	<0.041	<0.04	NA
Benzo(g,h,i)perylene	--	--	61,000	--	61,000	--	130,000	NA	NA	NA	NA	NA	NA	NA	NA
Benzo(k)fluoranthene	9	--	78	--	1,700	--	250	NA	NA	NA	NA	<0.022	<0.021	<0.021	NA
Chrysene	88	--	780	--	17,000	--	800	NA	NA	NA	NA	<0.022	<0.021	<0.021	NA
Dibenzo(a,h)anthracene	0.15	--	0.8	--	17	--	7.6	NA	NA	NA	NA	<0.044	<0.041	<0.04	NA
Fluoranthene	3,100	--	82,000	--	82,000	--	21,000	NA	NA	NA	NA	<0.044	<0.041	<0.04	NA
Fluorene	3,100	--	82,000	--	82,000	--	2,800	NA	NA	NA	NA	<0.044	<0.041	<0.04	NA
Indeno(1,2,3-cd)pyrene	0.9	--	8	--	170	--	69	NA	NA	NA	NA	<0.022	<0.021	<0.021	NA
Phenanthrene	--	--	61,000	--	61,000	--	1,000	NA	NA	NA	NA	NA	NA	NA	NA
Pyrene	2,300	--	61,000	--	61,000	--	21,000	NA	NA	NA	NA	<0.022	<0.021	<0.021	NA
Naphthalene	1,600	170	41,000	270	4,100	1.8	18	NA	NA	NA	NA	<0.22	<0.21	<0.21	NA
2-Methylnaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA	NA	NA	NA

**Notes:**

All units are reported in mg/kg (milligrams per kilogram) unless otherwise noted.

NA = Not Analyzed

**Exhibit B Summary of Soil Sample Analytical Results**  
**Former BP Station No. 6943**  
**575 W. St. Charles Road**  
**Elmhurst, Illinois**

Location ID: Sample Depth(ft):	Residential Ingestion	Residential Inhalation	Industrial/ Commercial Ingestion	Industrial/ Commercial Inhalation	Construction Worker Ingestion	Construction Worker Inhalation	Soil Component of Groundwater Ingestion (Class II)	SS-03 2.5	SS-09 2.5	SS-11 2.5	SS-12 2.5	SS-15 2.5
Date Collected:								7/10/00	7/11/00	7/11/00	7/11/00	7/11/00
<b>BTEX</b>												
Benzene	12	0.8	100	1.6	2,300	2.2	0.17	<0.03	<0.024	<0.026	<0.025	<0.025
Toluene	16000	650	410,000	650	410,000	42	29	<0.06	<0.048	<0.052	<0.05	<0.05
Ethylbenzene	7800	400	200,000	400	20,000	58	19	<0.06	<0.048	<0.052	<0.05	<0.05
Xylenes (total)	16000	320	410,000	320	41,000	5.6	150	<0.06	<0.048	<0.052	<0.05	<0.05
<b>PNAs</b>												
1-Methylnaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA
2-Chloronaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA
Acenaphthene	4,700	--	120,000	--	120,000	--	2,900	NA	NA	NA	NA	NA
Acenaphthylene	--	--	61,000	--	61,000	--	420	NA	NA	NA	NA	NA
Anthracene	23,000	--	610,000	--	610,000	--	59,000	NA	NA	NA	NA	NA
Benzo(a)anthracene	0.9	--	8	--	170	--	8	NA	NA	NA	NA	NA
Benzo(a)pyrene	0.98	--	0.8	--	17	--	82	NA	NA	NA	NA	NA
Benzo(b)fluoranthene	0.9	--	8	--	170	--	25	NA	NA	NA	NA	NA
Benzo(g,h,i)perylene	--	--	61,000	--	61,000	--	130,000	NA	NA	NA	NA	NA
Benzo(k)fluoranthene	9	--	78	--	1,700	--	250	NA	NA	NA	NA	NA
Chrysene	88	--	780	--	17,000	--	800	NA	NA	NA	NA	NA
Dibenzo(a,h)anthracene	0.15	--	0.8	--	17	--	7.6	NA	NA	NA	NA	NA
Fluoranthene	3,100	--	82,000	--	82,000	--	21,000	NA	NA	NA	NA	NA
Fluorene	3,100	--	82,000	--	82,000	--	2,800	NA	NA	NA	NA	NA
Indeno(1,2,3-cd)pyrene	0.9	--	8	--	170	--	69	NA	NA	NA	NA	NA
Phenanthrene	--	--	61,000	--	61,000	--	1,000	NA	NA	NA	NA	NA
Pyrene	2,300	--	61,000	--	61,000	--	21,000	NA	NA	NA	NA	NA
Naphthalene	1,600	170	41,000	270	4,100	1.8	18	NA	NA	NA	NA	NA
2-Methylnaphthalene	--	--	--	--	--	--	--	NA	NA	NA	NA	NA

**Notes:**  
All units are reported in mg/kg (milligrams per kilogram) unless otherwise noted.  
NA = Not Analyzed

ARCADIS

Exhibit C





**Supplemental Agreement**

## SUPPLEMENTAL AGREEMENT

This Supplemental Agreement ("Supplemental Agreement") is entered into this \_\_\_ day of February, 2011 by and between BP Products North America Inc. ("BP"), formerly known as Amoco Oil Company, as owner or operator of underground storage tank(s) ("Owner/Operator"), and the City of Elmhurst, Illinois ("Highway Authority"), as follows:

1. This Supplemental Agreement is not binding upon the Highway Authority until it is executed by the undersigned representative of the Highway Authority and prior to execution, this Supplemental Agreement constitutes an offer by Owner/Operator.

2. Owner/Operator stipulates:

a. Owner/Operator is pursuing a corrective action of a Site and of the right-of-way adjacent to the boundary of the Site located at 575 West St. Charles Road, Elmhurst, Illinois (the "Site").

b. Attached as Exhibit A is a site map that shows the area of estimated contaminant-impacted soil and groundwater at the time of this Supplemental Agreement in the right-of-way above Tier 1 residential levels under 35 Ill. Admin. Code Part 742. Also attached as Exhibit B is a table that shows the concentration of contaminants of concern, hereinafter "Contaminants," in the soil and groundwater within the area described in Exhibit B and that shows the applicable Tier 1 soil remediation objectives for residential property and Tier 1 objectives for groundwater of the Illinois Pollution Control Board that are exceeded. The right-of-way, and only the right-of-way, as described in Exhibit C, hereinafter the "Right-of-Way," adjacent to the Site is subject to this Supplemental Agreement. As the drawings in the Exhibits are not plats, the boundary

of the Right-of-Way in the Exhibits may be an approximation of the actual Right-of-Way lines.

c. The Illinois Emergency Management Agency has assigned incident number 932611 and 991222 to these Releases at the Site.

d. Owner/Operator intends to request risk-based, site specific soil and/or groundwater remediation objectives from Illinois Environmental Protection Agency ("IEPA") under 35 Ill. Admin. Code Part 742.

e. Under these rules, use of risk-based, site-specific remediation objectives in the Right-of-Way may require the use of a Highway Authority Agreement as defined in 35 Ill. Admin. Code Section 742.1020.

3. The Highway Authority stipulates:

The Highway Authority holds a fee simple interest or a dedication for highway purposes in the Right-of-Way, or the Right-of-Way is a platted street, and the Highway Authority has jurisdiction of the Right-of-Way. As such, the Highway Authority exercises sole control over the use of groundwater beneath the Right-of-Way and over access to the soil beneath the Right-of-Way because a permit is required for said access.

4. The parties stipulate that:

a. They have agreed to enter into a Highway Authority Agreement regarding the Right-of-Way in the form attached as Exhibit D, and this Supplemental Agreement is intended to supplement the parties' rights and obligations provided for in the Highway Authority Agreement.

b. This Supplemental Agreement shall be null and void should the IEPA not approve the Highway Authority Agreement or should the Highway Authority Agreement

not be referenced in the "No Further Remediation" letter for incident numbers 932611 and 991222.

5. As the pavement in the Right-of Way may be considered an engineered barrier, the Owner/Operator agrees to reimburse the City for maintenance activities requested by Owner/Operator, in writing, in order to maintain the pavement in the Right-of-Way as a barrier. Except for ordinary maintenance consistent with that performed by the Highway Authority on other Highway Authority highways, the Highway Authority does not agree to perform maintenance of the Right-of-Way, nor does it agree that the Right-of-Way will always remain a Highway Authority highway or that it will maintain the Right-of-Way as an engineered barrier.
6. Provided that the Highway Authority exercises due diligence to notify Owner/Operator within thirty (30) working days of receiving a claim, and further provided that the Highway Authority's failure to do so will not invalidate this paragraph if Owner/Operator has an opportunity to defend said claim, the Owner/Operator agrees to indemnify and hold harmless the Highway Authority, and other highway authorities, if any, maintaining the highway Right-of-Way by an agreement with the Highway Authority, and the Highway Authority's agents, contractors or employees for all obligations asserted against or costs incurred by them, including attorney's fees and court costs, associated with the release of Contaminants from the Site by the Owner/Operator.
7. This Supplemental Agreement shall be binding upon all successors in interest to the Owner/Operator and to the Highway Authority. A successor in interest of the Highway Authority would include a highway authority to which the Highway Authority would transfer jurisdiction of the highway.

8. This Supplemental Agreement shall continue in effect from the date of this Supplemental Agreement until the Right-of-Way is demonstrated to be suitable for unrestricted use and there is no longer a need for a Highway Authority Agreement for incident numbers 932611 and 991222, and the IEPA has, upon written request to the IEPA by the Owner/Operator and notice to the Highway Authority, amended the notice in the chain of title of the Site to reflect unencumbered future use of that highway Right-of-Way.

9. This Supplemental Agreement relates to the release of Contaminants into the Right-of-Way associated with incident numbers 932611 and 991222.

10. The Highway Authority Agreement and this Supplemental Agreement do not limit the Highway Authority's ability to construct, reconstruct, improve, repair, maintain and operate (collectively "Work") a highway upon its property or to allow others to use the highway Right-of-Way by permit. To the extent necessary for its Work, the Highway Authority reserves the right and the right of those using its property under permit to remove contaminated soil and/or groundwater above Tier 1 residential remediation objectives from its Right-of-Way and to dispose of them as they deem appropriate not inconsistent with applicable environmental regulations so as to avoid causing a further release of the Contaminants and to protect human health and the environment.

Prior to taking any such action, the Highway Authority will exercise due diligence to notify Owner/Operator no less than sixty (60) days' written notice prior to a letting for Work, unless there is an immediate threat to the health or safety of any individual or to the public (for example, including but not limited to water main or sewer main breaks), that it intends to perform Work in the Right-of-Way which may involve

removing and disposing of contaminated soil or groundwater to the extent necessary for its Work; provided, however, that the Highway Authority's failure to do so will not invalidate this paragraph. During this period, which may be extended by agreement of the parties, the Highway Authority and Owner/Operator will engage in a good-faith, collaborative process to arrive at a consensus approach to managing the impacted soil or groundwater in the Right-of-Way in an attempt to reconcile Owner/Operator's preference for performing as much of this work as possible with the Highway Authority's engineering and other constraints in doing so. Work performed by Owner/Operator would be performed under a permit from the Highway Authority. The final decision for management will be in the discretion of the Highway Authority.

Failure to give notice is not a violation of this Supplemental Agreement. The removal and disposal shall be based upon the site investigation (which may be modified by field conditions during excavation), which Owner/Operator may review or may perform at no cost to the Highway Authority, if requested to do so by the Highway Authority. If practicable, as determined by the Highway Authority, the Highway Authority may request Owner/Operator to remove and dispose of the contaminated soil or groundwater necessary for the Highway Authority's work in advance of that work.

The Owner/Operator shall reimburse the reasonable costs incurred by the Highway Authority to perform a site investigation of the Right-of-Way, to monitor the removal, and to transport and dispose of any Contaminant-impacted soil or groundwater from the Right-of-Way; provided, however, that if Owner/Operator has not been given notice and an opportunity to engage in the consensus process allowing it to perform that investigation and that disposal within the process described in the preceding paragraphs

and there was no immediate threat to health or safety, reimbursement shall be limited to actual costs not to exceed \$15,000.00. There is a rebuttable presumption that the Contaminants found in the highway Right-of-Way arose from the release of Contaminants from the Site. Should Owner/Operator not reimburse the reasonable costs under the conditions set forth herein, the Highway Authority Agreement and this Supplemental Agreement shall be null and void, at the Highway Authority's option, upon written notice to Owner/Operator by the Highway Authority that those costs have not been reimbursed. Owner/Operator may cure that problem within forty-five (45) working days by making payment, or may seek to enjoin that result.

11. Written notice required by this Supplemental Agreement shall be mailed to the following: if to Owner/Operator: BP Products North America Inc., Attn: Environmental Business Manager, 28100 Torch Parkway, MC-2S, Warrenville, Illinois, 60555, and if to Highway Authority: City of Elmhurst, 209 N. York Road, Elmhurst, Illinois 60126 .

12. Provided that the Highway Authority exercises due diligence to notify Owner/Operator within thirty (30) working days of receiving a claim, and further provided that the Highway Authority's failure to do so will not invalidate this paragraph if Owner/Operator with an opportunity to defend said claim, Owner/Operator hereby releases the Highway Authority from liability for breach of the Highway Authority Agreement by others under permit and indemnifies the Highway Authority against claims that may arise from others under permit causing a breach of the Highway Authority Agreement. Owner/Operator also agrees that its personnel, if any, at the Site who are aware of the Highway Authority Agreement will notify anyone they know is excavating in the Right-of-Way about the Highway Authority Agreement.

13. Should the Highway Authority breach the Highway Authority Agreement, Owner/Operator's sole remedy is for an action for damages. Any and all claims for damages against the Highway Authority, its agents, contractors, employees or its successors in interest arising at any time for a breach of paragraphs 7 and 8 of the Highway Authority Agreement are limited to an aggregate maximum of \$10,000.00. No other breach by the Highway Authority, its agents, contractors, employees and its successors in interest of a provision of the Highway Authority Agreement or this Supplemental Agreement is actionable in either law or equity by Owner/Operator against the Highway Authority, and Owner/Operator hereby releases the Highway Authority, its agents, contractors, employees and its successors in interest for any cause of action it may have against them, other than as allowed in this paragraph, arising under the Highway Authority Agreement, this Supplemental Agreement, or environmental laws, regulations or common law governing the contaminated soil or groundwater in the highway Right-of-Way. Should the Highway Authority convey, vacate or transfer jurisdiction of that highway Right-of-Way, Owner/Operator may pursue an action under the Highway Authority Agreement or this Supplemental Agreement against the successors in interest, other than a State agency, in a court of law.

14. The Highway Authority Agreement and this Supplemental Agreement are entered into by the Highway Authority in recognition of laws passed by the General Assembly and regulations adopted by the Pollution Control Board that encourage a tiered-approach to remediating environmental contamination. The Highway Authority Agreement and this Supplemental Agreement are entered into by the Highway Authority in the spirit of those laws and under its rights and obligations as property owner. Should any provisions

of the Highway Authority Agreement or this Supplemental Agreement be struck down as beyond the authority of the Highway Authority, this Supplemental Agreement shall be null and void.

IN WITNESS WHEREOF, the Highway Authority has caused this Supplemental Agreement to be signed by its \_\_\_\_\_, a duly authorized representative, and be binding upon it, its successors and assigns.

City of Elmhurst, Illinois

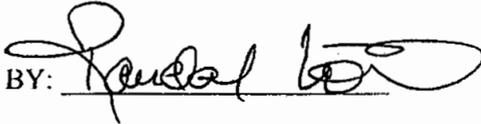
BY: \_\_\_\_\_

DATE: \_\_\_\_\_

(Printed) \_\_\_\_\_

Its: \_\_\_\_\_

IN WITNESS WHEREOF, Owner/Operator, BP Products North America Inc., has caused this Agreement to be signed by its duly authorized representative, and be binding upon it, its successors and assigns.

BY: 

DATE: 02/23/2011

(Printed) Randal Coi

Its: Contracts Manager

**R- 10 - 2011**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ENVIRONMENTAL LAND USE CONTROL BY THE CITY OF ELMHURST**

**WHEREAS**, 415 ILCS 5/58.17 and 35 Ill. Adm. Code 742 provide for the use of an Environmental Land Use Control ("ELUC") as an institutional control in order to impose land use limitations or requirements related to environmental contamination so that persons conducting remediation can obtain a "No Further Remediation" determination from the Illinois Environmental Protection Agency ("IEPA"); and

**WHEREAS**, the reason for an ELUC is to ensure protection of human health and the environment; and

**WHEREAS**, the limitations and requirements contained in the ELUC are necessary in order to protect against exposure to contaminated soil or groundwater, or both, that may be present on the property as a result of petroleum storage & distribution activities; and

**WHEREAS**, Under 35 Ill. Adm. Code 742, the use of risk-based, site-specific remediation objectives may require the use of an ELUC on real property, and the ELUC may apply to certain physical features (e.g., engineered barriers, monitoring wells, caps, etc.); and

**WHEREAS**, BP Products North America, LLC intends to request risk-based, site specific soil and groundwater remediation objectives from IEPA under 35 Ill. Adm. Code 742 to obtain risk-based closure of the site located at 368 South Scott Street, Elmhurst, IL, legally described as follows:

That part of Lot 17 of Woodruff's Addition to Elmhurst, recorded as Document No. 155407 on April 25, 1922, lying east of the east right-of-way line of Robert Kingaroy Highway (Illinois State Route 83) and north of the southerly lot line of Lot 7 in said Woodruff's Addition, extended westerly to a point on the east right-of-way line of said Robert Kingaroy Highway, all in the

Northeast Quarter of Section 10, Township 39 North, Range II, east of the Third Principal Meridian, in DuPage County, 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 set forth in the preamble to this Resolution are found to be true and correct and are hereby incorporated as part of this Resolution.

**Section 2:** The Environmental Land Use Control, a copy of which is attached hereto marked as Exhibit "A" and made a part hereof, is hereby approved.

**Section 3:** The Mayor be and is hereby authorized and directed to execute, and the City Clerk be and is hereby authorized and directed to attest to the Environmental Land Use Control on behalf of the City.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]

**Section 4:** This Resolution shall be in full force and effect upon its passage and approval, as required by law.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2011.

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2011.

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

ATTESTED and filed in my office,  
this \_\_\_\_ day of \_\_\_\_\_, 2011.

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

COUNCIL ACTION SUMMARY

SUBJECT: Resolution to approve and authorize the execution of an Environmental Land Use Control by the City of Elmhurst

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the City Council, the City Attorney prepared a resolution to approve the execution of an Environmental Land Use Control for the property located at 368 South Scott Street, Elmhurst, IL.

**Exhibit "A"**

Environmental Land Use Control

PREPARED BY:

Name: Adam Tokarski  
ARCADIS U.S., Inc  
Address: 10 S. Riverside Plaza, STE 1900  
Chicago, Illinois 60606

WITH A COPY TO:

Name: Donald J. Storino  
City Attorney  
Address: 9501 W. Devon Avenue, Suite 800  
Rosemont, Illinois 60018

RETURN TO:

Name: Adam Tokarski  
ARCADIS U.S., Inc  
Address: 10 S. Riverside Plaza, STE 1900  
Chicago, Illinois 60606

THE ABOVE SPACE FOR RECORDER'S OFFICE

Model Environmental Land Use Control

THIS ENVIRONMENTAL LAND USE CONTROL ("ELUC"), is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by City of Elmhurst, ("Property Owner") of the real property located at the common address 368 S. Scott Street ("Property"). WHEREAS, 415 ILCS 5/58.17 and 35 Ill. Adm. Code 742 provide for the use of an ELUC as an institutional control in order to impose land use limitations or requirements related to environmental contamination so that persons conducting remediation can obtain a No Further Remediation determination from the Illinois Environmental Protection Agency ("IEPA"). The reason for an ELUC is to ensure protection of human health and the environment. The limitations and requirements contained herein are necessary in order to protect against exposure to contaminated soil or groundwater, or both, that may be present on the property as a result of Petroleum Storage & distribution activities. Under 35 Ill. Adm. Code 742, the use of risk-based, site-specific remediation objectives may require the use of an ELUC on real property, and the ELUC may apply to certain physical features (e.g., engineered barriers, monitoring wells, caps, etc.)

WHEREAS, BP Products North America LLC intends to request risk-based, site specific soil and groundwater remediation objectives from IEPA under 35 Ill. Adm. Code 742 to obtain risk-based closure of the site, identified by Bureau of Land LPC 0430355145, utilizing an ELUC.

NOW, THEREFORE, the recitals set forth above are incorporated by reference as if fully set forth herein, and the Property Owner agrees as follows:

Section One. Property Owner does hereby establish an ELUC on the real estate, situated in the County of DuPage, State of Illinois and further described in Exhibit A attached hereto and incorporated herein by reference (the "Property").

Attached as Exhibit B are site maps that show the legal boundary of the Property, any physical features to which the ELUC applies, the horizontal and vertical extent of the contaminants of concern above the applicable remediation objectives for soil or groundwater or both, and the nature, location of the source, and direction of movement of the contaminants of concern, as required under 35 Ill. Adm. Code 742.

Section Two. Property Owner represents and warrants **he/she** is the current owner of the Property and has the authority to record this ELUC on the chain of title for the Property with the Office of the Recorder or Registrar of Titles in  DuPage  County, Illinois.

Section Three. The Property Owner hereby agrees, for **himself/herself**, and **his/her** heirs, grantees, successors, assigns, transferees and any other owner, occupant, lessee, possessor or user of the Property or the holder of any portion thereof or interest therein, that **the groundwater under the Property shall not be used as a potable supply of water, and any contaminated groundwater or soil that is removed, excavated, or disturbed from the Property described in Exhibit A herein must be handled in accordance with all applicable laws and regulations.**

Section Four. This ELUC is binding on the Property Owner, **his/her** heirs, grantees, successors, assigns, transferees and any other owner, occupant, lessee, possessor or user of the Property or the holder of any portion thereof or interest therein. This ELUC shall apply in perpetuity against the Property and shall not be released until the IEPA determines there is no longer a need for this ELUC as an institutional control; until the IEPA, upon written request, issues to the site that received the no further remediation determination a new no further remediation determination approving modification or removal of the limitation(s) or requirement(s); the new no further remediation determination is filed on the chain of title of the site subject to the no further remediation determination; and until a release or modification of the land use limitation or requirement is filed on the chain of title for the Property.

Section Five. Information regarding the remediation performed on the Property may be obtained from the IEPA through a request under the Freedom of Information Act (5 ILCS 140) and rules promulgated there under by providing the IEPA with the [10-digit LPC or identification number] listed above.

Section Six. The effective date of this ELUC shall be the date that it is officially recorded in the chain of title for the Property to which the ELUC applies.  
WITNESS the following signatures:

Property Owner(s)

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF DUPAGE)

I, \_\_\_\_\_ the undersigned, a Notary Public for said County and State, DO HEREBY CERTIFY, that \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the Property Owner(s) of 368 S. Scott St., and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that in said capacities they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public

PIN NO. 06-10-204-003

**Exhibit A**

The subject property is located in the City of Elmhurst, DuPage County, State of Illinois, commonly known as 368 S. Scott Street, Elmhurst, Illinois and more particularly described as:

368 S. Scott Street, Elmhurst, Illinois

**LEGAL DESCRIPTION**

That part of Lot 17 of Woodruff's Addition to Elmhurst, recorded as Document No. 155407 on April 25, 1922, lying east of the east right-of-way line of Robert Kingaroy Highway (Illinois State Route 83) and north of the southerly lot line of Lot 7 in said Woodruff's Addition, extended westerly to a point on the east right-of-way line of said Robert Kingaroy Highway, all in the Northeast Quarter of Section 10, Township 39 North, Range II, east of the Third Principal Meridian, in DuPage County, Illinois.

**REAL ESTATE TAX INDEX OR PARCEL # 06-10-204-003  
(PURSUANT TO SECTION 742. 1010(D)(2))**

**Exhibit B**

IN ACCORDANCE WITH SECTION 742.1010(D)(8)(A)-(D), PROVIDE ALL THE FOLLOWING ELEMENTS. ATTACH SEPARATE SHEETS, LABELED AS EXHIBIT B, WHERE NECESSARY.

- (A) A scaled map showing the legal boundary of the property to which the ELUC applies.
- (B) Scaled maps showing the horizontal and vertical extent of contaminants of concern above the applicable remediation objectives for soil and groundwater to which the ELUC applies.
- (C) Scaled maps showing the physical features to which an ELUC applies (e.g., engineered barriers, monitoring wells, caps, etc.).
- (D) Scaled maps showing the nature, location of the source, and direction of movement of the contaminants of concern.









R-11-2011

**A RESOLUTION APPROVING AND AUTHORIZING  
THE EXECUTION OF A DEVELOPMENT AGREEMENT  
BY AND BETWEEN 538 ELMHURST, LLC AND THE  
CITY OF ELMHURST, COOK AND DUPAGE COUNTIES, ILLINOIS**

WHEREAS, 538 Elmhurst, LLC, an Illinois limited liability company (the "Developer") desires to enter into a development agreement ("Development Agreement") with the City of Elmhurst, Cook and DuPage Counties, Illinois (the "City") for purposes of developing the property commonly known as 538 St. Charles Road, Elmhurst, Illinois, with a first class in-line retail development of approximately 15,148 leasable square feet (the "Development Project"); and

WHEREAS, the City is or will be the fee owner of certain real property immediately adjacent to the Development Project, consisting of a portion of the Scott Street right-of-way to be vacated to the City ("Scott Street ROW") and certain adjoining City-owned real property ("City Lot") (both the Scott Street ROW and the City Lot, the "City Property"); and

WHEREAS, in order to facilitate the Developer constructing the Development Project, thereby improving the commercial tax base of the City and assisting in the development of otherwise vacant and unproductive land, the City desires to vacate the South Street ROW and to provide certain easements on the City Property, which will permit Developer to construct the Development Project, in return for Developer constructing the Development Project and generating a minimum amount of sales tax, all pursuant to a proposed Development Agreement; and

WHEREAS, the Corporate Authorities of the City find it is in the best interests of the City to enter into the Development Agreement.

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

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

SECTION 2. That upon receipt from the Developer of four (4) executed copies of the Development Agreement, the Mayor is hereby authorized to execute, and the City Clerk is hereby authorized to attest to, the Development Agreement in substantially the form of such agreement appended to this Resolution as Exhibit "A," with such changes therein as shall be approved by the officials of the City executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from and after the execution and delivery of such Development Agreement.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

APPROVED this \_\_\_\_\_ day of March, 2011.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTION: \_\_\_\_\_

APPROVED by me this \_\_\_\_ day of March, 2011.

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

ATTESTED and filed in my office,  
this \_\_\_\_ day of March, 2011.

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

## COUNCIL ACTION SUMMARY

SUBJECT: Resolution approving a Development Agreement by and between the City of Elmhurst and 538 Elmhurst, LLC, the Developer of Lot 1 in the Chase Resubdivision.

ORIGINATOR: City Attorney

### DESCRIPTION OF SUBJECT MATTER:

This Resolution approves a Development Agreement by and between the City and the Developer of Lot 1 in the Chase Resubdivision on St. Charles Road, just west of Scott Street. The Developer proposes to construct and develop an approximately 15,148 rentable square foot retail center along St. Charles Road, but such a project, as designed, requires the City vacate a portion of the Scott Street right-of-way and provide easements over the vacated right-of-way as well as adjoining City-owned property for parking and utilities. The Development Agreement provides that the City shall, upon the Developer acquiring the property, financing the development and securing all permits:

1. Vacate the adjoining Scott Street right-of-way to the City, in return for a guaranteed minimum sales tax from the development of \$8,500.00 annually, with CPI adjustments every five (5) years for 50 years, to provide necessary code compliant parking and off-site utilities; and
2. Approve the Easement and Operation Agreement, providing certain easements on, over and under the vacated Scott Street right-of-way and a portion of the adjoining City-owned property to the east as follows:
  - a. utility relocation and installation of off-site utilities;
  - b. parking for the benefit of the development phase;
  - c. reservation of public access to St. Charles Road;
  - d. stormwater detention;
  - e. tree removal, with new landscaping and City identification signage at Route 83 and St. Charles Road.

Both items 1 and 2 will be formally presented at a subsequent Council meeting for approval, as required pursuant to the Development Agreement.

**EXHIBIT "A"**

**DEVELOPMENT AGREEMENT**

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** ("Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2011, between the **CITY OF ELMHURST**, an Illinois municipal corporation (the "City"), and **538 ELMHURST, LLC**, an Illinois limited liability company (the "Developer") (the Developer and the City are sometimes collectively referred to herein as the "Parties").

WITNESSETH:

**WHEREAS**, Developer is the contract purchaser and developer of certain real property located in the City of Elmhurst just east of the southeast corner of Route 83 (Robert Kingery Highway) and St. Charles Road, which property is commonly known as Lot 1 in Chase Plaza Resubdivision and which is legally described on **Exhibit "A"**, attached hereto and made a part hereof, and which has a street address of 538 St. Charles Road, Elmhurst, Illinois ("Lot 1").

**WHEREAS**, the City is or will be the owner of certain real property located in the City of Elmhurst immediately west of Lot 1, consisting of a portion of the adjoining Scott Street right-of-way to be vacated to the City ("Scott Street ROW") and adjoining City-owned lot ("City Lot"), as more particularly described on **Exhibit "B"** attached hereto and made part hereof (both the Scott Street ROW and City Lot are hereinafter called the "City Property"); and

**WHEREAS**, the Developer desires and proposes to develop a high quality, first-class retail building and related development improvements on Lot 1 and portions of the City Property, including, but not limited to, stormwater management and storage; public utilities for gas, electric, phone, cable, and sanitary sewer; landscaping; ingress, egress, and parking, (the "Project"), all in accordance with the preliminary site plan attached hereto and made a part hereof as **Exhibit "C"** (the "Site Plan").

**WHEREAS**, the City is desirous to see Lot 1 developed in order to (i) strengthen the tax base of the City, (ii) enable the City to control development of the Project, and (iii) serve the best interests of the City and its residents;

**WHEREAS**, to stimulate and induce Developer to construct the Project, and but for the assistance and cooperation of the City, the Project as contemplated by the Parties would not be possible, it is necessary for the City and the Developer to enter into this Agreement; and

**WHEREAS**, the Parties seek to enter into this Agreement to provide for (i) the development and use of Lot 1 and the City Property for the Project in compliance with this Agreement, (ii) the construction of infrastructure improvements to serve the Project, (iii) the elimination of the vacant, unoccupied and unimproved condition of Lot 1, and (iv) to improve the City Property by providing the improvements on and to the City Property contained herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

**Section 1. Description of the Project.** The Project will consist of a single building containing approximately 15,148 leasable square feet (located entirely on Lot 1), and also including, but not limited to, a parking lot, ingress and egress improvements, sanitary lines and appurtenances, stormwater management and storage, all necessary public and private utilities (if any), landscaping, lighting, and signage, all necessary for the construction and operation of the Project, (the "Improvements"). In order for the Project to accommodate the necessary parking, utilities, and stormwater management system, it is necessary for the City to provide certain easements for public access, parking, public and private utilities (if any) and drainage, stormwater management and temporary construction on a portion of the City Property.

**Section 2. Plans and Specifications.** The Project and Improvements will be developed and constructed on Lot 1 and the City Property generally in accordance with the preliminary plans and specifications, attached hereto and made a part hereof as **Exhibit "D"** (the Preliminary Plans"). It is acknowledged and agreed that the Preliminary Plans have not been reviewed or approved by the City as of the date of this Agreement, and such review and approval shall be done in accordance with all City, County and other regulatory approvals, regulations, codes and ordinances before any construction is commenced. Upon all City and other governmental agencies' approval of the Preliminary Plans, such Preliminary Plans shall thereafter be referred to as the "Final Plans."

**Section 3. Scott Street Vacation and Easements.** Upon Developer's acquisition of Lot 1, performance of Developer's obligations contained herein, and subject to Developer having received all final approved permits, plans and specifications for the construction development of the Improvements, but in no event later than July 1, 2011, in which event this Agreement and all of the rights, duties and obligations will be null and void and of no further force or effect, the City agrees to (i) vacate the Scott Street right-of-way, pursuant to the plat of vacation attached hereto and made a part hereof as **Exhibit "E"** and (ii) grant certain easements to the Developer for (a) public access, (b) parking, (c) public utilities and drainage, (d) stormwater management, and (e) temporary construction on those portions of the City Property, pursuant to the Easement and Operation Agreement to be executed and recorded that will encumber the City's Property and benefit Lot 1 as attached hereto and made a part hereof as **Exhibit "F"**.

**Section 4. Developer Obligations.** Developer shall complete the acquisition, development, construction and leasing of the Project with due diligence and in good faith in accordance with the Final Plans and in accordance with all applicable codes, regulations, laws and ordinances in a quality first-class manner. In addition, Developer agrees to provide, at Developer's sole cost and expense, the following improvements on the City Property:

- (i) installation and maintenance of landscaping pursuant to the approved Final Plans,
- (ii) tree removal pursuant to the approved Final Plans,
- (iii) relocation of the City of Elmhurst sign, as depicted on the Site Plan,
- (iv) demolish the pump house building and slab and cut the well casing not less than two (2') feet below grade, consistent with the approved engineering, pursuant to the approved Final Plans,
- (v) relocation of the ComEd utility pole and all related above and below ground lines and any other underground utilities, pursuant to the approved Final Plans,
- (vi) construction of the Stormwater Management System and all related mains and pipes, pursuant to the approved Final Plans, and

- (vii) construction of any and all site improvements for the Project, pursuant to the approved Final Plans.

Items (i) through (vii) are hereinafter referred to as the "City Property Improvements".

The City Property Improvements shall be completed by the Developer and approved (such approval not to be unreasonably withheld, conditioned, or delayed) by the City prior to the issuance of any certificates of occupancy in the Project (other than landscaping and paving prohibited by weather, other "maintenance" items otherwise covered under a Letter of Credit posted by the Developer, or minor "punchlist" items (if not included under the Letter of Credit) that will not cost, in the City's reasonable judgment, in excess of \$5,000 [in the aggregate] to complete). Developer shall deliver to the City evidence of full payment for all of the City Property Improvements by final waivers of lien for all work done on the City Property. Developer shall warrant all material and workmanship for the City Property Improvements for one (1) year after completion of said City Property Improvements.

**Section 5. City Obligations.** The City agrees to perform and do the following on the City Property:

- (i) Assist in coordinating the relocation of the Commonwealth Edison power pole, as shown on the Final Plans, at no expense to the City
- (ii) Use best efforts, but not be obligated, to cause the well in the existing well house to be capped no less than two feet (2') below the lowest grade of the stormwater detention area shown on the approved Final Plans.
- (iii) Obtain and deliver to Developer written confirmation from the Illinois Environmental Protection Agency that the area shown on the approved Plans as the City Property and stormwater detention area is permitted over the capped well referred to in Section 5 (ii) above.
- (iv) Use best efforts, but not obligated, to coordinate and cause the disconnection and demolition of all services to the pump house, including, electrical, water, gas, and telecom, with the cost thereof to be paid by Developer.

**Section 6. Sales Tax Minimum.** One of the primary inducements to the City in entering into this Agreement was to broaden the City's tax base by providing additional revenue to the City from its one percent (1%) share of the State of Illinois Retailer's Occupation Tax ("Sales Tax"). To that extent:

- (i) Developer agrees that to the extent that the Sales Tax received by the City in any calendar year (or prorated portion thereof for the first year of this Agreement) is less than Eight Thousand Five Hundred Dollars (\$8,500.00) ("Sales Tax Minimum") on an Annual Basis (as defined below), the owner of Lot 1 shall pay to the City the difference between the amount of Sales Tax collected by the City on an Annual Basis, and the Sales Tax Minimum on an Annual Basis. During the term of this Agreement, the Sales Tax Minimum shall be increased for each successive five (5) year period by the increase in CPI for the preceding five (5) year period, but in no event greater than fifteen (15%) percent for any five (5) year period. For the purposes of this Agreement, the "CPI" shall be defined to mean the Consumer Price Index maintained by the United States Bureau of Labor Statistics for Urban Wage

Earners and Clerical Workers, all categories, for the City of Chicago (1982-84 = 100). If the manner in which the CPI is determined by the United Bureau of Labor Statistics shall be substantially revised, an adjustment shall be made in such revised index which would produce results equivalent, as nearly as possible, to those which would have been obtained if the CPI had not been so revised. If the 1982-84 average shall no longer be used as the index of 100, such change shall constitute a substantial revision. If the CPI shall become unavailable to the public because publication is discontinued or otherwise, the City shall substitute therefor a comparable index based upon changes in the cost of living and purchasing power of the consumer dollar published by any governmental agency or, if no such index shall then be available, a comparable index published by a major bank or other financial institution or by a university or a recognized financial publication. Notwithstanding anything contained herein to the contrary, in no event shall the Sales Tax Minimum on an Annual Basis exceed Twenty-five Thousand (\$25,000.00) Dollars.

- (ii) To properly verify the Sales Tax Minimum so as to effectuate this and other provisions of the Agreement, it is necessary that the City be given access to Sales Tax data generated by the Project, including taxpayer identification numbers and location numbers used to report Sales Tax data to the Illinois Department of Revenue ("IDOR"). Accordingly, Developer agrees to work with the occupants of the Project to authorize IDOR to disclose to the City the amount of Sales Tax revenue collected by the State of Illinois and disbursed to the City from sales at the Project on a monthly basis. Developer shall require as part of its lease that the occupants of the Project execute the official IDOR consent form(s) authorizing IDOR to release the information required by this Agreement to the City, but the consent form to be executed by the occupants of the Project authorizing IDOR's release of Sales Tax data to the City shall be substantially in form of **Exhibit "G"** attached hereto.
- (iii) Subject to the City receiving the prior year's Sales Tax data from IDOR, on or before March 31 of each calendar year, the City shall deliver to the owner of Lot 1 an accounting of the amount of Sales Tax collected for the previous calendar year, along with a certification by the City Treasurer that the amount shown thereon is true and correct. In the event that the amount shown thereon reflects payment is due to the City, the owner of Lot 1 shall pay to the City within thirty (30) days the amount shown thereon as due and owing. After such thirty (30) day period, interest shall accrue on any unpaid amount of the Sales Tax Minimum at the rate of nine percent (9%) per annum until paid. If, for whatever reason (other than caused by the City), the City does not receive the IDOR Sales Tax data enabling it to confirm whether the Sales Tax Minimum has been generated, or not, the Sales Tax Minimum, or portion thereof not otherwise confirmed, shall be presumed due and owing the City.
- (iv) The Sales Tax Minimum shall commence to accrue on the earlier of (i) the date that initial tenants occupying seventy-five percent (75%) of the square footage of the Project are open for business, or (ii) January 1, 2012 ("Sales Tax Commencement Date"). "Annual Basis" shall mean the total amount of Sales Tax collected from the Sales Tax Commencement Date through December 31 of the then current calendar

year. The obligation to pay the Sales Tax Minimum is an obligation that runs with the land, and shall be binding on the successors and assigns of Developer, until December 31, 2062, at which time such obligation shall terminate and be of no further force or effect. Such payment obligation shall be secured by a lien on Lot 1 in favor of the City and the City may record documents evidencing such lien and enforce its rights, accordingly.

**Section 7. Indemnification.** Developer shall save, defend, indemnify and hold the City harmless (except for loss or damage resulting from the gross negligence or willful misconduct of the City, its agents contractors or employees) from and against any and all claims, actions, suits, judgments, damages, liability and expense, including reasonable attorneys' fees, in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the City Property, or occasioned wholly or in part by any act or omission of the Developer, its agents, contractors, employees, servants or licensees.

**Section 8. Insurance.** (a) Developer shall obtain and maintain, or shall cause to be obtained and maintained, at all times public liability insurance insuring against claims on account of death, bodily injury or property damage that may arise from or be occasioned by the condition or use or of the City Property by its invitees, licensees customers, and employees of the Developer. Said insurance shall be obtained and maintained in a reputable insurance company or companies qualified to do business in the State of Illinois and having limits for bodily injury or death in the amounts of not less than Three Million and No/100 Dollars (\$3,000,000.00) for single occurrence, Three Million and No/100 Dollars (\$3,000,000.00) with respect to general aggregate limits, and property damage insurance in an amount not less than Five Hundred Thousand and No/100 Dollars (\$500,000.00). Such insurance shall name the Developer, its lender, the City, and their successors and assigns as additional insureds thereunder. Such insurance shall provide that the insurance may not be cancelled without at least ten (10) days' prior written notice being given by the insurer to each party named as an additional insured. The Developer shall pay or cause to be paid, the cost of such insurance for its respective property.

(b) Any insurance provided for in this Section 8 shall be approved by the City, such approval not to be unreasonably withheld, conditioned, or delayed, and may be effected by a blanket policy or policies of insurance, or under so-called "all risk" or "multi-peril" insurance policies, provided that the amount of the total insurance available shall be at least the protection equivalent to separate policies in the amounts herein required, and provided further that in other respects, any such policy or policies shall comply with the provisions of this Section 8. An increased coverage or "umbrella policy" may be provided and utilized to increase the coverage provided by individual or blanket policies in lower amounts, and the aggregate liabilities provided by all such policies shall be satisfactory provided they otherwise comply with the provisions of this Section 8.

**Section 9. Mechanics' Liens.** Any mechanics' or materialmen liens which may be filed for any work performed by or on behalf of the Developer and which affects the City Property shall be bonded and/or discharged by the Developer at its expense within thirty (30) days of the Developer's receipt of notice of any such filing from the City. The Developer agrees to save, defend, indemnify and hold the City harmless for any loss, cost, damages, liability or expense arising on account of any mechanics' liens arising on account of construction performed by or on behalf of the Developer, its employees or agents on the City Property.

**Section 10. Default.** (a) If the Developer or the City shall default in the performance of its obligations hereunder, then the non-defaulting party shall, in addition to all other remedies it may have at law or in equity, after thirty (30) business days' prior written notice to the defaulting party (or in the event of an emergency then after such notice as its practical under the circumstances), have the right, but not the obligation, to perform such obligation on behalf of such defaulting party and be reimbursed by such defaulting party for the cost thereof, together with interest thereon at the rate of five percent (5%) in excess of the corporate base rate of interest charged from time to time by Bank of America for commercial loans, plus reasonable attorney and collection fees. Notwithstanding the foregoing (except in the event of any emergency where the health, safety and welfare, or imminent harm is at stake, in which event the non-defaulting party can cure after such notice as is practical under the circumstances), the non-defaulting party shall not commence to cure any default or failure by the defaulting party, if the defaulting party commences to cure same within said thirty (30) business days' period and proceeds with due dispatch and diligence and in good faith to complete such cure. In addition, the non-defaulting party shall be entitled forthwith to obtain an injunction to specifically enforce the performance of such obligation, the parties hereby acknowledging the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach; and/or to relief by all other available legal and equitable remedies from the consequences of such breach. All costs and expenses of any such proceeding shall be assessed against the defaulting party.

(b) Unless otherwise provided in Section 6, above, any payment required to be paid pursuant to this Agreement shall accrue interest from the due date until paid at the rate of five percent (5%) in excess of the corporate base rate charged by the Bank of America for commercial loans to its most preferred commercial customers (or the highest interest rate otherwise allowed by law, if the law providing the highest interest rate is less than the foregoing).

(c) No delay or omission of any party in the exercise of any right accruing upon any default of any other party shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provisions of this Agreement. Except as otherwise specifically provided in this Agreement, no remedy provided in this Agreement shall be exclusive, but each shall be cumulative with all other remedies provided in this Agreement, and at law or in equity.

(d) It is expressly agreed that no breach of the provisions of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement; but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Agreement. No breach of the provisions of this Agreement shall defect or render invalid the lien of any mortgage or deed of trust made in good faith and for value covering any part of Lot 1, and any improvements thereon. The provisions of this Agreement shall be binding upon and effective against any Developer of Lot 1, or any portion thereof, whose title is acquired by foreclosure or trustee's sale or any grantee by deed in lieu of foreclosure or trustee's sale.

(f) In the event any party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of Acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations,



If to Developer: 538 Elmhurst, LLC  
1200 W. Kennicott Drive  
Lake Forest, Illinois 60045  
Attention: Jason Smith

with a copy to: Michael D. Firsel  
2801 Lakeside Dr., Suite 207  
Bannockburn, Illinois 60015

**Section 13. Compliance with Laws.** Each party hereto, without cost or expense to the other party, shall promptly comply or cause compliance with all laws and ordinances of any governmental authority having jurisdiction which may at any time be applicable to buildings and improvements contained on its property; provided, however, that each party shall have the right to contest, by appropriate legal or administrative proceedings diligently conducted in good faith, the validity or application of any such law or ordinance, and may delay compliance until a final decision has been rendered in such proceedings and appeal is no longer possible, unless such delay would render Lot 1 and the City Property, or any portion thereof, liable to forfeiture, involuntary sale or loss, or result in involuntary closing of any business conducted thereon, or subject the other party to a monetary obligation or criminal liability in which case the affected party shall immediately take such steps as may be necessary to prevent any of the foregoing, including posting bonds or security, or complying with such law, ordinance, rule and regulation. If compliance with any such law or ordinance would prevent the party to whose property such law applies from performing any of its obligations under this Agreement, and such party does not contest the applicability or validity of such law or ordinance, the other party may contest same at such contesting party's expense in accordance with the procedures and subject to the limitations hereinabove set forth, and during the pendency of such contest, the party whose property is affected shall delay compliance in accordance with the provisions contained hereinabove. Each non-contesting party shall cooperate to the fullest extent necessary with any contesting party in any proceeding undertaken pursuant to this provision, including execution of necessary documents or consents to such contest, provided all costs and expenses incurred with respect to such cooperation shall be paid by the contesting party and provided, further, that a party or its property shall not thereby incur any monetary obligation or criminal liability.

**Section 14. Estoppel Certificate.** The Developer may, at any time and from time to time, in connection with the sale or transfer of Lot 1, or in connection with the financing or refinancing of said Lot 1, by mortgage, deed of trust, or sale-leaseback made in good faith and for value, deliver a written notice to the City requesting that the City execute a estoppel certificate certifying that the Developer is not in default in the performance of its obligations under this Agreement, or, if in default, describing therein the nature and amount of any default and any other information reasonably required. The City shall execute and return such estoppel certificate within ten (10) days following its receipt therefor. Failure by the City to so execute and return such certificate within the specified period shall be deemed an admission by the City that the Developer is not in default in the performance of its obligations under this Agreement. The parties acknowledge that such estoppel certificate may be relied upon by transferees, mortgagees, deed of trust trustees, beneficiaries and leaseback-lessors.

**Section 15. Limitation of Liability.** If the City or the Developer shall fail to perform any covenant, term, obligation, or condition of this Agreement upon such party's part to be performed, and as a consequence of such default any party shall recover a money judgment against such party, such judgment shall be satisfied only out of party's equity in such party's property. The exculpations under this Section 15 shall not apply (and the party shall remain fully liable) with respect to liability accruing on account of a party's failure to satisfy such party's any insurance obligations under this Agreement, or on account of the amount of a deductible maintained by a party with respect to insurance to be maintained pursuant to this Agreement.

**Section 16. Miscellaneous.** (a) If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative, or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(b) This Agreement shall be construed in accordance with the laws of the State of Illinois.

(c) The Article headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

(d) Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

(e) This Agreement and the terms, covenants and conditions shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

(f) This Agreement may be amended, modified or terminated at any time by a declaration in writing, executed and acknowledged by the Developer and the City.

(g) In the event that any party hereto brings or commences legal proceedings to enforce any of the terms of this Agreement, and a judgment or award shall determine the successful party in such action, such party shall be entitled to receive from the losing party or parties in such action a reasonable sum as attorneys' fees and court costs, to be fixed by the courts in such action.

(h) This Agreement shall not be construed more strongly against any party regardless of who is responsible for its preparation.

(i) The recitals are incorporated herein and made a part hereof.

(j) The failure of either party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder, at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

**CITY OF ELMHURST**, an Illinois  
municipal corporation

By: \_\_\_\_\_  
Name: Peter P. DiCianni  
Its: Mayor

Attest: \_\_\_\_\_  
Name: Patty Spencer  
Its: City Clerk

**538 ELMHURST, LLC**, an Illinois limited  
liability company

By: \_\_\_\_\_  
Name: Jason Smith  
Its: Manager

STATE OF ILLINOIS                    )  
                                                  ) SS.  
COUNTY OF DUPAGE                 )

I, \_\_\_\_\_, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Peter P. DiCianni, Mayor of the **CITY OF ELMHURST**, an Illinois municipal corporation, and Patty Spencer, City Clerk of said City, personally known to me to be the same persons whose names are subscribed to the foregoing **DEVELOPMENT AGREEMENT**, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Agreement, on behalf of the City and as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF ILLINOIS                    )  
                                                  ) SS.  
COUNTY OF \_\_\_\_\_                )

I, \_\_\_\_\_, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jason Smith, as manager of **538 ELMHURST, LLC**, an Illinois limited liability company personally known to me to be the same person whose name is subscribed to the foregoing **DEVELOPMENT AGREEMENT**, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Agreement, on behalf of the limited liability company and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT "A"**

**Legal Description of Lot 1**

Lot 1 in Chase Plaza Resubdivision, being a subdivision of part of the northeast quarter (1/4) of Section 10, Township 39 North, Range 11, East of the third principal meridian, according to the Plat thereof recorded January 22, 2009, as document R2009-008239, in DuPage County, Illinois,

**EXHIBIT "B"**

**Legal Description of City's Property**

City Lot:

THE NORTH 125 FEET OF THAT PART OF LOT 17 IN WOODRUFF'S ADDITION TO ELMHURST LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF ROBERT KINGERY HIGHWAY (STATE ROUTE 83) AND NORTH OF THE SOUTHERLY LINE OF LOT 7 IN WOODRUFF'S ADDITION TO ELMHURST EXTENDED WEST TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID KINGERY HIGHWAY, ALL IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Scott Street Right-of-Way:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

THAT PART OF SCOTT STREET LYING SOUTH OF ST. CHARLES ROAD (AS ORIGINALLY PLATTED), WEST OF LOT 1 IN CHASE PLAZA RESUBDIVISION, NORTH OF THE NORTH LINE OF LOT 6 IN WOODRUFF'S ADDITION TO ELMHURST EXTENDED WEST AND EAST OF THE EAST LINE OF LOT 17 IN WOODRUFF'S ADDITION TO ELMHURST, EXCEPTING THEREFROM THE SOUTH 20.00 FEET OF THE EAST 31.50 FEET THEREOF, IN DUPAGE COUNTY, ILLINOIS.

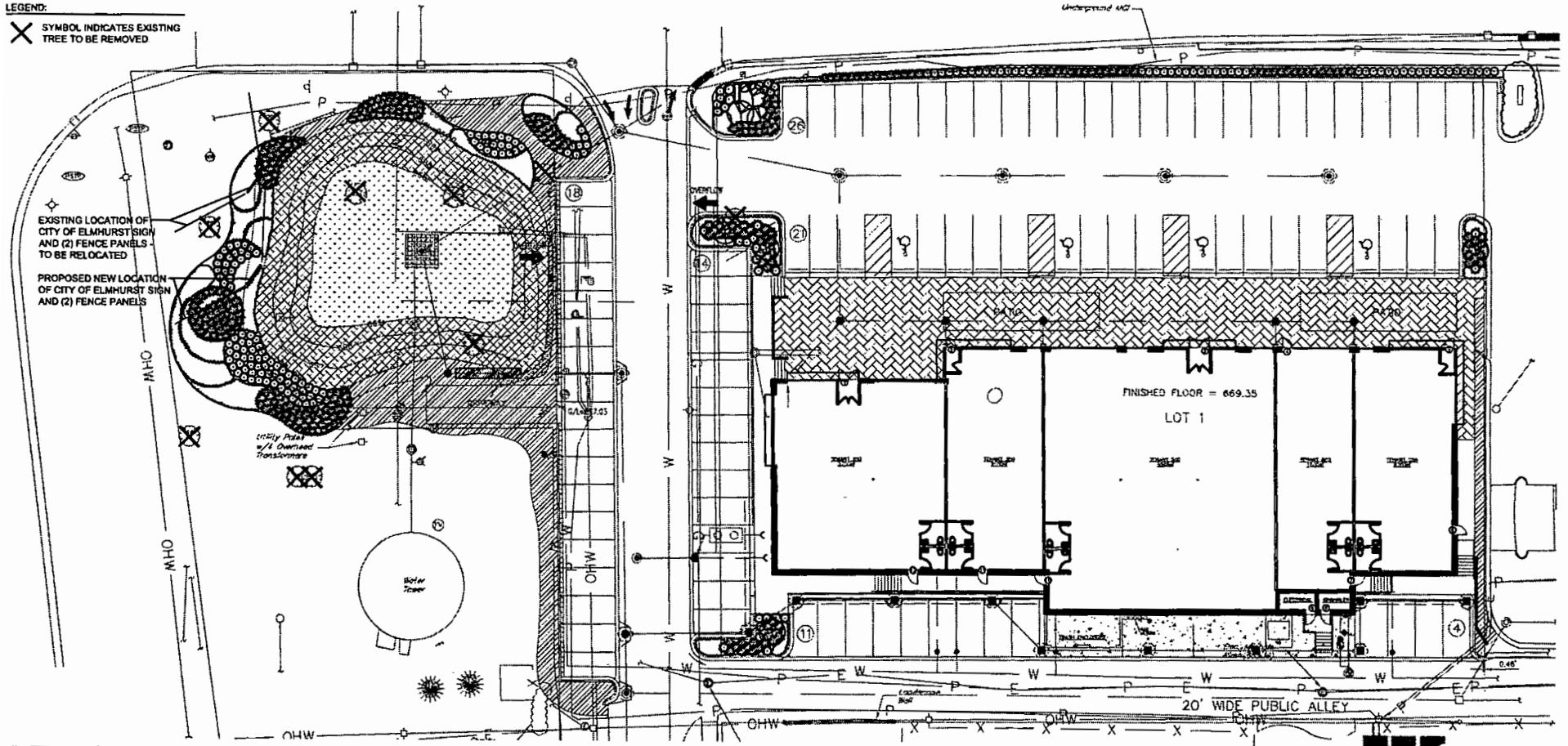
**EXHIBIT "C"**

**Preliminary Site Plan**

**SEE ATTACHED**

LEGEND:

X SYMBOL INDICATES EXISTING TREE TO BE REMOVED



**LANDSCAPE PLAN**  
EXHIBIT - JANUARY 31, 2011

SCALE: 1" = 30'-0"

**538 St. Charles Road  
Commercial Building**  
Elmhurst, IL

**538 ELMHURST, LLC**  
1200 WEST XENICOTT DRIVE  
LAKE FOREST, IL 60045



dickson design  
STUDIO

DICKSONDESIGNSTUDIO.COM

1548 E ALGONQUIN ROAD #227  
ALGONQUIN IL 60102  
847 878 4019

**EXHIBIT "D"**

**Preliminary Plans and Specifications**

**SEE ATTACHED**

FINAL SITE DEVELOPMENT PLANS  
FOR

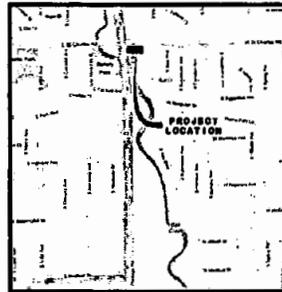
# 538 ST. CHARLES ROAD COMMERCIAL BUILDING

## ELMHURST, ILLINOIS

### WATER SERVICE-SANITARY SEWER SERVICE-STREET AND ALLEYWAY PAVEMENTS- PARKING LOT, DRIVEWAY AND WALKWAY PAVEMENTS AND DRAINAGE AND STORMWATER MANAGEMENT IMPROVEMENTS

**LEGEND**

EXISTING	PROPOSED	DESCRIPTION
○	●	MANHOLE
□	■	CATCH BASIN
	○	ISLET
	○	CLEARCUT
	○	SLOPE INLET BOX
	○	HEADWALL
	○	END SECTION
	○	STORM SEWER
	○	SANITARY SEWER
	○	WATERMAIN
	○	VALVE & BOX
	○	WATER VALVE (UNLESS OTHERWISE NOTED)
	○	WATER VALVE IN VAULT
	○	FIRE HYDRANT
	○	COURTAINS
	○	ELEVATIONS
	○	STREET LIGHT
	○	WATERMAIN PROTECTION
	○	SILT PENCE INLET PROTECTOR
	○	TEMPORARY STRAW BALE DITCH CHECK
	○	OVERFLOW ROUTE



**LOCATION MAP**

**BENCH MARKS**

**ELEVATION REFERENCE MARKS**

RM1-PK1100 - A BRONZE DISK MONUMENT IN CONCRETE BASE LOCATED AT THE NORTHEAST SIDE OF THE INTERSECTION OF PRAIRIE PATH LAKE AND MITCHELL AVENUE.

ELEVATION = 672.03 PER DUPAGE COUNTY NOVD 20

RM2-YK0003 - A BRONZE DISK MONUMENT IN CONCRETE BASE LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST AVENUE AND WILEY ROAD.

ELEVATION = 671.51 PER DUPAGE COUNTY NOVD 20

**PROJECT ELEVATION REFERENCE MARKS**

TM1-WESTERLY FLANGE OF HYDRANT LOCATED ON THE WEST SIDE OF SCOTT STREET.

ELEVATION = 669.23

**INDEX OF SHEETS**

1. TITLE SHEET
2. CONSTRUCTION SPECIFICATIONS - GENERAL NOTES
3. SITE GEOMETRIC PLAN & HORIZONTAL CONTROL
4. DEMOLITION PLAN
- 5-9. STORMWATER POLLUTION PREVENTION AND OVERALL GRADING PLAN
- 10-14. DRAINAGE AND GRADING PLANS
15. PLAN & PROFILE: SCOTT STREET
16. STRIPING PLAN
17. DRAINAGE STRUCTURE DETAILS
18. SANITARY SEWER AND WATERMAIN DETAILS
19. PAVEMENT DESIGN AND DETAILS

**STORMWATER PERMIT APPLICATION**

DEC Tracking No.: T32489

Property No.: 06-10-211-026

**FOR UNDERGROUND UTILITY LOCATIONS, CALL**

**J.U.L.I.E.**

**TOLL FREE**

**TEL. 1-800-892-0128 or 811**

**DATE:**

RELEASED FOR PLAN REVIEW AND PERMIT PROCESSING ONLY.

IF USED FOR BIDDING PURPOSES, THOSE PARTIES CONCERNED SHALL BE ADVISED THAT REVISIONS MAY BE REQUIRED PRIOR TO PLAN APPROVAL.

NOT ISSUED FOR CONSTRUCTION UNTIL APPROVED BY THE \_\_\_\_\_ AND PERMITTED AS REQUIRED.

**PROFESSIONAL ENGINEER'S CERTIFICATION**

STATE OF ILLINOIS)

COUNTY OF DU PAGE)

I, RANDALL W. GUS, A LICENSED PROFESSIONAL ENGINEER OF ILLINOIS, HEREBY CERTIFY THAT THIS TECHNICAL SUBMISSION WAS PREPARED ON BEHALF OF 538 ELMHURST, LLC BY CEMCON, LTD. UNDER MY PERSONAL SUPERVISION. THIS TECHNICAL SUBMISSION IS INTENDED TO BE USED AS AN ORIGINAL PART OF AND IN CONNECTION WITH THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2011.

ILLINOIS LICENSED PROFESSIONAL ENGINEER NO. 092-032381  
MY LICENSE EXPIRES ON NOVEMBER 30, 2011.

PROFESSIONAL DESIGN FIRM LICENSE NUMBER 184-002937  
EXPIRES APRIL 30, 2011.

NOTE: UNLESS THIS DOCUMENT BEARS THE ORIGINAL SIGNATURE AND IMPRESSED SEAL OF THE DESIGN PROFESSIONAL ENGINEER, IT IS NOT A VALID TECHNICAL SUBMISSION.

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**REVISIONS**

NO.	DATE	SHEETS	NO.	DATE	SHEETS
1	08-28-11	1, 11-13, 15, 16, 17			
2	08-29-11	11-18, 13, 15, 17-19			

JOB NO. 754.003  
COMPLETION DATE :  
JANUARY 10, 2011  
SHEET 1 OF 19

538 ST. CHARLES ROAD COMMERCIAL BUILDING - 754.003 - REVISION 2: 02-28-11/LAL

**CONSTRUCTION SPECIFICATIONS - GENERAL NOTES**

**GENERAL**

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH MUNICIPAL STANDARDS AND WITH THE 2007 EDITION OF THE ALABAMA DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", APPLICABLE WHEN REFERENCED.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SAFE AND HEALTHY WORKING CONDITIONS THROUGHOUT THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING EACH OF THE UTILITY COMPANIES BEFORE ANY WORK IS STARTED. ALL UTILITIES MUST BE STAKED PRIOR TO CONSTRUCTION.
4. IF THE ENGINEER IS RETAINED FOR CONSTRUCTION STAGING SERVICES, THE ENGINEER AND MUNICIPALITY WILL BE GIVEN SEVENTY-TWO (72) HOURS NOTICE FOR ANY STAGING THAT IS TO BE DONE. IF THE ENGINEER IS CONTRACTED BY OWNER OR CONTRACTOR FOR CONSTRUCTION STAGING SERVICES, EACH OF THE VARIOUS ITEMS OF WORK COVERED BY THIS CONTRACT WILL BE STAGED ONCE. ADDITIONAL STAGING REQUIRED DUE TO THE CONTRACTOR'S NEGLIGENCE SHALL BE PAID FOR BY THE CONTRACTOR AT THE CONTRACTOR'S OWN RISK.
5. THE CONTRACTOR SHALL INFORM THE MUNICIPAL ENGINEER BEFORE WORK COMMENCES ON EACH CATEGORY OF CONSTRUCTION. I.E. WATERMAIN, SANITARY, STREET AND DRAINAGE IMPROVEMENT, A FORTY (40) HOUR NOTICE SHALL BE GIVEN FOR ANY ITEM THAT REQUIRES FINAL TESTING AND INSPECTION SUCH AS WATERMAINS OR SANITARY SERVICES.
6. THE CONTRACTOR RESPONSIBLE FOR WATERMAIN CONSTRUCTION, SANITARY WATER CONSTRUCTION AND DRAINAGE IMPROVEMENTS (UNDERGROUND WORK) SHALL DEPOSE OF ALL SURPLUS MATERIALS ON THE SITE AS DIRECTED BY THE ENGINEER. NO ADDITIONAL COMPENSATION WILL BE PAID AND NO WORK SHALL BE ACCIDENTAL TO THE OTHER ITEMS OF CONSTRUCTION.
7. AFTER CONSTRUCTION STAGING IS COMPLETED, BUT PRIOR TO COMMENCEMENT OF WORK, THE CONTRACTOR SHALL CALL THE ATTENTION OF THE OWNER'S REPRESENTATIVE TO ANY ERRORS OR DISCREPANCIES WHICH MAY BE SUSPECTED IN LINES AND GRADES WHICH ARE EXTENDED TO THE PROPERTY OF THE OWNER'S PROCEEDINGS WITH THE WORK UNITS, ANY LINES AND GRADES WHICH ARE BELIEVED TO BE IN ERROR AND WHICH ARE NOT CONNECTED BY THE OWNER'S REPRESENTATIVE.
8. THE UNDERGROUND CONTRACTOR SHALL BE RESPONSIBLE TO PLACE ON GRADE AND COORDINATE WITH OTHER CONTRACTORS ALL UNDERGROUND STRUCTURE FRAMES SUCH AS CATCH BASINS, PIPES, MANHOLES, HYDRAULIC CAPITAL BOXES, ETC. NO ADDITIONAL COMPENSATION WILL BE PAID AND NO WORK SHALL BE ACCIDENTAL TO THE OTHER ITEMS OF CONSTRUCTION.
9. CONTRACTORS SHALL KEEP PUBLIC STREET PAVEMENTS CLEAN OF DIRT AND DEBRIS AND, WHEN NECESSARY, CLEAN PAVEMENTS ON A DAILY BASIS.
10. CONTRACTORS PERFORMING WORK WITHIN THE R.O.W. MUST SECURE A MUNICIPAL B.O.W. PERMIT WHICH MUST BE APPLIED FOR IN PERSON AT THE MUNICIPAL CENTER.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING EXISTING CONDITIONS (INCLUDING UTILITY LOCATIONS) PRIOR TO THE INSTALLATION OR FABRICATION OF ANY MATERIALS. REPORT ANY DISCREPANCIES IMMEDIATELY TO THE ENGINEER.

**TRAFFIC CONTROL AND PROTECTION**

1. ALL WORK CONDUCTED WITHIN PUBLIC RIGHT-OF-WAYS SHALL BE COVERED BY THE FOLLOWING SPECIFICATIONS FOR TRAFFIC CONTROL, TRAFFIC PROTECTION AND PROTECTION WITH THE APPLICABLE ARTICLES OF THE MUNICIPALITY AND THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" ADOPTED JANUARY 1, 2007, BY THE ALABAMA DEPARTMENT OF TRANSPORTATION ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" AND SPECIAL DETAILS OF VARIOUS HIGHWAY STANDARDS LISTED HEREIN.
2. SPECIAL ATTENTION IS CALLED TO ARTICLES 107.08 AND 107.14 OF THE STANDARD SPECIFICATIONS AND THE FOLLOWING HIGHWAY STANDARDS, DETAILS AND SUPPLEMENTAL SPECIFICATIONS AND UNIFORM TRAFFIC DEVICES CONTAINED HEREIN, RELATING TO TRAFFIC CONTROL.
3. THE CONTRACTOR SHALL CONTACT THE MUNICIPAL ENGINEER AT LEAST SEVENTY-TWO (72) HOURS BEFORE WORK COMMENCES.
4. STANDARDS 70100 70101 70102 70103
5. AT THE PRECONSTRUCTION MEETING THE CONTRACTOR SHALL FURNISH THE NAME OF THE INDIVIDUAL IN HIS DIRECT EMPLOY WHO IS TO BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF THE TRAFFIC CONTROL DEVICES. IF THE ACTUAL INSTALLATION AND MAINTENANCE ARE TO BE ACCOMPLISHED BY A SUBCONTRACTOR, CONSENT SHALL BE REQUESTED OF THE ENGINEER AT THE TIME OF THE PRECONSTRUCTION MEETING IN ACCORDANCE WITH ARTICLE 107.08 OF THE STANDARD SPECIFICATIONS. THIS SHALL NOT RELIEVE THE CONTRACTOR OF THE FOREGOING REQUIREMENT FOR A RESPONSIBLE INDIVIDUAL IN HIS DIRECT EMPLOY TO SUPERVISE THIS WORK. THE CONTRACTOR WILL PROVIDE THE NAME OF HIS RESPONSIBLE INDIVIDUAL TO THE MUNICIPALITY FOR THE ADMINISTRATION OF THE TRAFFIC CONTROL PLAN.
6. THIS ITEM OF WORK SHALL INCLUDE FURNISHING, INSTALLING, MAINTAINING, OPERATING AND REMOVING ALL TRAFFIC CONTROL DEVICES USED FOR THE PURPOSES OF REGULATING, WARNING OR DIRECTING TRAFFIC DURING THE CONSTRUCTION OR MAINTENANCE OF THIS IMPROVEMENT.
7. TRAFFIC CONTROL AND PROTECTION SHALL BE PROVIDED AS CALLED FOR IN THE PLANS, THESE SPECIAL PROVISIONS, APPLICABLE HIGHWAY STANDARDS, APPLICABLE SECTIONS OF THE STANDARD SPECIFICATIONS, AS OR DIRECTED BY THE ENGINEER.
8. THE FOLLOWING TRAFFIC CONTROL REQUIREMENTS ARE OF SPECIAL IMPORTANCE. CONFORMANCE TO THESE REQUIREMENTS, HOWEVER, SHALL NOT RELIEVE THE CONTRACTOR OF THE OBLIGATION TO CONFORM TO ALL OTHER APPLICABLE REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
9. THE GOVERNING FACTOR IN THE EXECUTION AND STAGING OF WORK FOR THIS PROJECT IS TO PROVIDE THE WORKING PUBLIC ROADWAY THROUGH THE CONSTRUCTION ZONE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER STAGING AND CLOSING OF ANY LANE OF THE ROADWAY TO A MINIMUM.
10. ALL TRAFFIC CONTROL DEVICES USED ON THIS PROJECT SHALL CONFORM TO THE PLANS, SPECIAL PROVISIONS, TRAFFIC CONTROL STANDARDS, STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL DEVICES AND THE "ALABAMA DEPARTMENT OF TRANSPORTATION TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS". NO MODIFICATION OF THESE REQUIREMENTS WILL BE ALLOWED WITHOUT PRIOR WRITTEN APPROVAL OF THE ENGINEER.
11. TRAFFIC CONTROL DEVICES INCLUDE: SIGNS AND SIGN SUPPORTS, SIGNALS, PAVEMENT MARKINGS, BARRICADES WITH SAND BAGS, CHANGING LIGHTS, WARNING LIGHTS, ARROWSHAFTS, FLAGGERS, OR ANY OTHER DEVICE USED FOR PURPOSES OF REGULATING, WARNING OR GUIDING TRAFFIC THROUGH THE CONSTRUCTION ZONE.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER LOCATION, INSTALLATION, AND MAINTENANCE OF ALL TRAFFIC CONTROL DEVICES. SPECIAL ATTENTION SHALL BE GIVEN TO ADVANCING SIGNAGE AND TRAFFIC CONTROL DEVICES IN ORDER TO KEEP LANE ASSIGNMENT CONSISTENT WITH BARRICADE PLACEMENT AS WELL AS ALL OTHER TRAFFIC CONTROL DEVICES WHICH ARE INCONSISTENT WITH DETAILS ON THE ASSIGNMENT PATTERNS SHOWN ON THE DRAWINGS. TRANSITION FROM ONE CONSTRUCTION STAGE TO ANOTHER.
13. CONSTRUCTION SIGNS REFERRING TO DAILY LANE CLOSURE DURING WORKING HOURS SHALL BE REMOVED OR COVERED DURING NON-WORKING HOURS.
14. THE CONTRACTOR SHALL COORDINATE ALL TRAFFIC CONTROL WORK ON THIS PROJECT WITH ADVISORS OR OVERLAPPING CONTRACTORS INCLUDING PROJECTS INCLUDING TRAFFIC CONTROL TO PROVIDE A UNIFORM TRAFFIC DETOUR PATTERN. WHEN DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL REMOVE TRAFFIC CONTROL DEVICES FROM THE PROPERTY OF THE CONTRACTOR. ALL TRAFFIC CONTROL DEVICES SHALL REMAIN IN PLACE UNTIL SPECIFIC AUTHORIZATION FOR REMOVAL OR REPAIR IS RECEIVED FROM THE ENGINEER.
15. THE CONTRACTOR SHALL ENSURE THAT ALL TRAFFIC CONTROL DEVICES INSTALLED BY HIM ARE OPERATIONAL 24 HOURS A DAY, INCLUDING SUNDAY AND HOLIDAYS.
16. THE CONTRACTOR SHALL PROVIDE A MAINTAINED TELEPHONE ON A CONTINUOUS 24-HOUR-A-DAY BASIS TO RECEIVE NOTIFICATION OF ANY DEFICIENCIES REGARDING TRAFFIC CONTROL AND PROTECTION AND SHALL DISPATCH WORKERS, MATERIALS AND EQUIPMENT TO CORRECT ANY SUCH DEFICIENCIES.
17. WHEN TRAVELING IN LANES OPEN TO PUBLIC TRAFFIC, THE CONTRACTOR'S VEHICLES SHALL ALWAYS HAVE WITH THEM AND BE READY TO ADDRESS THE FLOW OF TRAFFIC. THESE VEHICLES SHALL ENTER OR LEAVE WORK AREAS IN A MANNER WHICH WILL NOT BE HAZARDOUS TO OR INTERFERE WITH TRAFFIC AND SHALL NOT PARK OR STOP EXCEPT WITHIN DESIGNATED WORK AREAS.
18. ANY DROP OFF GREATER THAN THREE INCHES, BUT LESS THAN SIX INCHES WITHIN THE DFT OF THE PAVEMENT EDGE SHALL BE PROTECTED BY TYPE I OR B BARRICADES WITH MHO-WORDED-ORIENTED STAGY BURR LIGHTS AT 100 FOOT CENTER TO CENTER SPACING. IF THE DROP OFF IS GREATER THAN SIX INCHES, THE BARRICADES MENTIONED ABOVE SHALL BE PLACED AT 50 FOOT CENTER TO CENTER SPACING. BARRICADES THAT MUST BE PLACED IN EXCAVATED AREAS SHALL HAVE LEE EXTENDERS INSTALLED SUCH THAT THE TOP OF THE BARRICADE IS IN COMPLIANCE WITH THE HEIGHT REQUIREMENTS OF STANDARD 220R. VERTICAL PANELS OR OTHER DELIMITING DEVICES SHALL BE SUBSTITUTED FOR TYPE I OR B BARRICADES WITH A FLASHING LIGHT.
19. OTHER BARRICADES SHALL BE PLACED IN WORK AREAS PERPENDICULAR TO TRAFFIC EVERY 100 FEET, ONE (1) PER LANE AND SHOULD BE TO PREVENT MOTORISTS FROM USING WORK AREAS AS A TRAVEL WAY. ADDITIONAL OTHER BARRICADES SHALL BE PLACED IN ADVANCE OF ANY HAZARD IN THE WORK AREAS WHICH WOULD ENDANGER A MOTORIST. CHECK BARRICADES SHALL BE TYPE I OR B AND EQUIPPED WITH A FLASHING LIGHT.
20. PLACEMENT OF ALL SIGNS AND BARRICADES SHALL PROCEED IN THE DIRECTION OF FLOW OF TRAFFIC. REMOVAL OF ALL SIGNS AND BARRICADES SHALL START AT THE END OF THE CONSTRUCTION AREAS AND PROCEED TOWARD ONCOMING TRAFFIC UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
21. DELAYS TO THE CONTRACTOR CAUSED BY COMPLYING WITH THESE REQUIREMENTS WILL BE CONSIDERED WORKERS' TIME FOR TRAFFIC CONTROL AND PROTECTION, AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.
22. THIS ITEM OF WORK WILL BE MEASURED BY A LUMP SUM BASIS FOR FURNISHING, INSTALLING, MAINTAINING, OPERATING AND REMOVING THE TRAFFIC CONTROL DEVICES DESCRIBED IN THE PLANS AND THESE SPECIAL PROVISIONS. TRAFFIC CONTROL AND PROTECTION SHALL BE CONSIDERED AS INCLUDED INCLUDED IN THE WORK DESCRIBED ABOVE.
23. ALLEGED ROADWAY NOT REMAIN OPEN TO TWO-WAY TRAFFIC AT ALL TIMES UNLESS OTHERWISE AUTHORIZED BY THE CITY ENGINEER.
24. IF NECESSARY, ANY TEMPORARY LANE CLOSURES ON ADJACENT HIGHWAYS MUST BE COORDINATED WITH AND APPROVED BY THE ENGINEER.

**TRAFFIC CONTROL AND PROTECTION (CONT'D)**

25. DURING THE PERIOD OF THE WHICH THE PUBLIC SIDEWALK IS CLOSED, "SIGNAL CLOSED" SIGNS MUST BE PLACED WITH ADVISORS TO ADVISE MOTORISTS OF THE CONSTRUCTION AND TO BE PLACED AT THE EXTENT OF THE WORK ZONE TO DIRECT PEOPLE TO USE ALTERNATE SIDEWALKS.
26. ALL CONTRACTOR AND SUB-CONTRACTOR VEHICLES MUST BE PARKED OFF OF PUBLIC STREETS UNLESS AUTHORIZED BY THE MUNICIPAL ENGINEER.

**TRAFFIC CONTROL AND PROTECTION (CONT'D)**

27. THE PERMITTED SIGN COMPLETE AND SUBMIT WITHIN THE (3) DAYS AN "INDICATOR OF NON-COMPLIANCE" (ION) REPORT FOR ANY VIOLATION OF THE EROSION CONTROL AND SEDIMENT CONTROL REQUIREMENTS. ACTIONS WHICH ARE TAKEN TO PREVENT ANY FURTHER CAUSES OF NON-COMPLIANCE, AND A STATEMENT DETAILING ANY ENVIRONMENTAL IMPACT WHICH MAY HAVE RESULTED FROM THE NON-COMPLIANCE.

**SEDIMENT AND EROSION CONTROL DURING CONSTRUCTION**

THE FOLLOWING PUBLICATIONS WILL BE USED AS A GUIDE FOR THE IMPLEMENTATION OF SOIL EROSION AND SEDIMENT CONTROL:

ALABAMA URBAN MANUAL STANDARDS AND SPECIFICATIONS (FEBRUARY 2002), AND THE VALUE OF TURBIDITY DEVELOPMENT REGULATORS.

**REQUIREMENTS:**

1. SEDIMENT AND EROSION CONTROLS SPECIFIED ON THE PLANS WILL BE FUNCTIONAL BEFORE ANY EARTHWORK OPERATIONS COMMENCE OR BEFORE LAND IS OPENED TO THE SITE.
2. STOCKPILES OF EARTH MATERIAL WILL BE PLACED AT LOCATIONS AS INDICATED ON THE PLANS. A SILT FENCE WILL BE PLACED AROUND THE BASE OF THE STOCKPILE WHERE INDICATED. STOCKPILES OF SOIL SHALL NOT BE LOCATED IN SPECIAL MAINTENANCE AREAS.
3. SHOULD THE VOLUME, VELOCITY, SEDIMENT LOAD, OR PEAK FLOW RATES OF STORMWATER RUNOFF TEMPORARILY INCREASE DURING CONSTRUCTION, THEN ADDITIONAL MEASURES TO PROTECT ADJACENT PROPERTIES AND SPECIAL MAINTENANCE AREAS CONTAINMENT SHALL BE UNDERTAKEN.
4. STORM SEWER AREAS SHALL BE PROTECTED BY INLET PROTECTION APPROVED BY THE CITY ENGINEER.
5. THE SURFACE OF STRIPPED AREAS SHALL BE PERMANENTLY OR TEMPORARILY PROTECTED WITH A FILTER SOCK OR DEWATERING SACK ON THE END OF THE OUTLET HOSE.
6. WATER PUMPED OR OTHERWISE DISCHARGED FROM THE SITE DURING CONSTRUCTION DEWATERING SHALL BE FILTERED WITH A FILTER SOCK OR DEWATERING SACK ON THE END OF THE OUTLET HOSE.
7. HORIZONTAL ACCESS TO THE SITE SHALL BE RESTRICTED TO A CONSTRUCTION ENTRANCE. SAID CONSTRUCTION ENTRANCE SHALL BE INSTALLED BEFORE ANY CONSTRUCTION BEGINS.
8. THE DESIGNATED CONSTRUCTION ACCESS ROAD WILL BE MAINTAINED WITHIN CONFORMANCE TO ADJUSTED PUBLIC PROPERTY. THIS ACCESS ROAD WILL BE UTILIZED AS A VEHICLE WASH DOWN AREA TO PREVENT A DEPOSIT OF SOIL FROM BEING TRACKED ONTO PUBLIC OR PRIVATE ROADWAYS. WASH DOWN AREAS WILL BE WASH OR CLEANED OF SOIL AND DEBRIS OR EXCESSIVE MATERIALS AS NECESSARY BEFORE THE END OF EACH WORKDAY.
9. ALL CONTROL MEASURES NECESSARY SHALL BE KEPT OPERATIONAL AND MAINTAINED CONTINUOUSLY THROUGH THE PERIOD OF LAND DISTURBANCE UNLESS PERMANENT EROSION CONTROL IS OPERATIONAL.
10. IF A STOCKPILE IS TO REMAIN IN PLACE FOR MORE THAN THREE DAYS, THEN SEDIMENT AND EROSION CONTROL SHALL BE PROVIDED FOR SUCH STOCKPILE.

**MAINTENANCE**

THE DRAINAGE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INITIAL CONSTRUCTION OF THE EROSION CONTROL MEASURES SHOWN IN THE PLANS AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID FACILITIES UNTIL THE COMPLETION OF THE FINAL GRADING OPERATIONS OF THE IMPROVEMENTS. THE CONTRACTOR SHALL REQUEST IN WRITING A RELEASE FROM THE OWNER FOR MAINTENANCE OF THE SITE UPON COMPLETION OF THE WORK. THE OWNER SHALL ISSUE SAID RELEASE WITHIN 15 DAYS OF THE CONTRACTOR'S REQUEST PROVIDING THE CONTRACTOR HAS COMPLETED ALL WORK REQUIRED UNDER THE CONTRACT. THE CONTRACTOR'S EROSION CONTROL MAINTENANCE RESPONSIBILITIES SHALL BE EXCLUSIVE OF THE CONSTRUCTION WARRANTY AND/OR GUARANTEE PERIOD.

**INSPECTION BY OWNER:**

1. QUALIFIED PERSONNEL (PROVIDED BY THE PERMITTEE) SHALL INSPECT DESIGNATED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN FINALLY STABILIZED, STRUCTURAL CONTROL MEASURES, AND LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.5 INCH OR GREATER OR EQUIVALENT SHOW ALL.
2. DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM. EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED ON THE PLAN SHALL BE OBSERVED TO ENSURE THAT THEY ARE OPERATING CORRECTLY, EVIDENCE DISCHARGE LOCATIONS OR POINTS ARE ACCESSIBLE, THEY SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT FRACTURE TO RECEIVING WATERS. LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFF-SITE SEDIMENT TRAFFIC.
3. BASED ON THE RESULTS OF THE INSPECTION, THE PLAN AND EROSION CONTROL MEASURES IDENTIFIED IN THE PLAN SHALL BE REVISED AS APPROPRIATE AS WELL AS PRACTICABLE AFTER CONSULTATION WITH THE INSPECTOR. THE PERMITTEE SHALL PROVIDE FOR THE IMPLEMENTATION OF ANY CHANGES TO THE PLAN WITHIN SEVEN (7) CALENDAR DAYS FOLLOWING THE INSPECTION.
4. A REPORT SUMMARIZING THE SCOPE OF THE INSPECTION, FINDINGS AND RECOMMENDATIONS OF PERSONNEL MAKING THE INSPECTION, THE DATES OF THE INSPECTION, THE OPERATIONS OF THE INSPECTOR, THE IMPLEMENTATION OF THE EROSION CONTROL PLAN, AND ACTIONS TAKEN SHALL BE MADE AND RETURNED FOR AT LEAST THREE TIMES AFTER THE DATE OF INSPECTION.

**SEDIMENT AND EROSION CONTROL DURING CONSTRUCTION (CONT'D)**

1. THE PERMITTEE SHALL COMPLETE AND SUBMIT WITHIN THE (3) DAYS AN "INDICATOR OF NON-COMPLIANCE" (ION) REPORT FOR ANY VIOLATION OF THE EROSION CONTROL AND SEDIMENT CONTROL REQUIREMENTS. ACTIONS WHICH ARE TAKEN TO PREVENT ANY FURTHER CAUSES OF NON-COMPLIANCE, AND A STATEMENT DETAILING ANY ENVIRONMENTAL IMPACT WHICH MAY HAVE RESULTED FROM THE NON-COMPLIANCE.
2. ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED IN THE ION REPORT MUST SIGN A COPY OF THE CERTIFICATION STATEMENT IN PARAGRAPH B BELOW, EXCEPT FOR OWNERS THAT ARE ACTING AS CONTRACTORS.
3. CERTIFICATION STATEMENT: "I, CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE FEDERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT (EPA/MSD) THAT AUTHORIZES THE STORMWATER DISCHARGE ASSOCIATED WITH THE ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION." THE CERTIFICATION MUST INCLUDE THE NAME AND TITLE OF THE PERSON PROVIDING THE SIGNATURE, THE HOME ADDRESS AND TELEPHONE NUMBER OF THE CONTRACTOR FOR THE ADDRESS (OR OTHER ADDRESS) DESCRIBED ON THE SITE; AND THE DATE THE CERTIFICATION IS MADE.

**EARTHWORK, GRADING AND PAVING**

1. WORK UNDER THIS SECTION SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING:
  - A. CLEARING AND REMOVAL OF ALL UNDESIRABLE TREES AND OTHER VEGETATION GROWN WITHIN THE CONSTRUCTION AREA. TREE REMOVAL SHALL BE DESIGNATED BY THE OWNER AND SHALL BE TO A MINIMUM:
    1. STUMPING OF TOPSOIL FROM ALL STREET, DRIVEWAY, PARKING LOT, RIGHT-OF-WAY BUILDING PAD AND OTHER DESIGNATED STRUCTURAL AREAS.
    2. STOCKPIPING OF TOPSOIL AT LOCATIONS AS DIRECTED BY THE OWNER. TOPSOIL STOCKPILED FOR FUTURE USE SHALL BE RELATIVELY FREE FROM LARGE ROOTS, STICKS, WEEDS, BRUSH, STONES LARGER THAN ONE (1) INCH DIAMETER, OR OTHER LITTER AND TRASH PRODUCTS INCLUDING LANTANAEUS MATERIALS NOT CONFORMING TO PLANT GROWTH TOLERANCE OR DOUBLE WOODSHEETS BY THE CONTRACTOR. FAILURE TO PROPERLY SEQUENCE THE STOCKPILING OPERATIONS SHALL NOT CONSTITUTE A CLAIM FOR ADDITIONAL COMPENSATION. NO MATERIAL SHALL BE STOCKPILED IN FRONT YARDS, OVERLAND DRAINAGE SWALES (LOSS FLOODING AREAS), OR PROPOSED UTILITY LOCATIONS IN UTILITY EXISTENCE OR IN THE RIGHT-OF-WAY.
  2. REMOVAL OF UNSUITABLE MATERIALS AS SPECIFIED FROM ROADWAY, DRIVEWAY/PARKING, BUILDING PAD AND OTHER DESIGNATED AREAS.
  3. CLAY CUT AND CLAY FILL WITH COMPACTION WITHIN ROADWAY, DRIVEWAY/PARKING, BUILDING PAD AND OTHER DESIGNATED AREAS.
  4. EXCAVATION AND GRADING OF THE OPEN SPACE, AND/OR YARD AREAS FOR PLANT INCLUDING CONSTRUCTION OF BERMS, ETC.
  5. PLACEMENT AND COMPACTON OF STRUCTURAL MATERIAL TO THE DESIGN SURFACE ELEVATIONS AS REQUIRED BY THE STANDARDS AND DETAILS ON THE CONSTRUCTION PLANS. THE CONTRACTOR WILL NOTE THAT THE ELEVATIONS SHOWN ON THE CONSTRUCTION PLANS ARE FINISHED GRADE ELEVATIONS AND THAT PERMANENT AND/OR TOPSOIL RELEVATIONS THROUGHOUT SHALL BE SUBTRACTED TO OBTAIN SURFACE ELEVATIONS.
  6. IF REQUIRED, BORROW PIT EXCAVATION OF STRUCTURAL MATERIAL AND FILL OF PIT WITH NON-STRUCTURAL MATERIAL.
  7. PLACEMENT AND COMPACTON OF NON-STRUCTURAL FILL.
  8. MOVEMENT AND COMPACTON OF SPILL MATERIAL FROM THE CONSTRUCTION OF UNDERGROUND UTILITIES.
  9. BACKFILLING OF CURBS AND/OR PAVEMENT AND SIDEWALK AFTER INSTALLATION OF SHAFT BY THE PAVING CONTRACTOR.
  10. FINAL SHAPING AND TRIMMING TO THE LINES, GRADES, AND CROSS-SECTIONS SHOWN IN THESE PLANS AND TOPSOIL PLACEMENT TO DESIGN FINISHED GRADE ELEVATIONS.
  11. SOIL EROSION CONTROL MEASURES IN ACCORDANCE WITH THE APPLICABLE SPECIFICATIONS.
2. THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE PLANS AND SHALL NOTIFY THE ENGINEER AT ONCE OF ANY DISCREPANCIES. THE CONTRACTOR SHALL EXAMINE THE GRADING PATTERNS SHOWN ON THE PLANS AND MAKE CERTAIN THAT ALL PLACES AND POINTS WHERE TOPSOIL RELEVATIONS ARE PITCHED PROPERLY TO ACHIEVE HIS DRAINAGE PATTERN.
3. MATERIALS TESTING, IF REQUIRED BY THE MUNICIPALITY, SHALL BE PROVIDED BY THE CONTRACTOR. HIS FIRM WILL NOT BE PAID SEPARATELY BUT INCLUDED IN THE VARIOUS ITEMS OF WORK.
4. DURING CONSTRUCTION OPERATIONS THE CONTRACTOR SHALL INSURE PROTECTIVE SITE OPERATIONS AT THE CONCLUSION OF EACH DAY. SITE OPERATIONS MAY BE ADHERED BY DITCHING, PUMPING OR ANY OTHER APPROPRIATE MEANS OF PREVENTING THE INFILTRATION OF WATER. THE OWNER WILL PROVIDE ANY ADDITIONAL ACCORD REQUESTED DUE TO DELAYS OR UNSUITABLE MATERIAL CREATED AS A RESULT THEREOF.

**EARTHWORK, GRADING AND PAVING (CONT'D)**

5. IT SHALL BE THE RESPONSIBILITY OF EACH RESPECTIVE CONTRACTOR TO REMOVE FROM THE SITE ANY AND ALL MATERIALS AND DEBRIS WHICH RESULT FROM HIS CONSTRUCTION OPERATIONS OR HIS ADDITIONAL RESPONSE TO THE OTHER.
6. THE GRADING OPERATIONS ARE TO BE CLOSELY SUPERVISED AND INSPECTED, PARTICULARLY DURING THE REMOVAL OF UNSUITABLE MATERIAL AND THE CONSTRUCTION OF EMBANKMENTS OR BUILDING PADS. BY THE SOILS ENGINEER OR HIS REPRESENTATIVE. ALL TESTING, INSPECTION AND SUPERVISION OF SOIL QUALITY, UNSUITABLE REMOVAL AND ITS REPLACEMENT AND OTHER SOILS RELATED OPERATIONS SHALL BE ENTIRELY THE RESPONSIBILITY OF THE SOILS ENGINEER. NO UNDERLAY SHALL BE PERFORMED WITHOUT AUTHORIZATION FROM OWNER AND ASSIGNMENT OF AN ERO PLANER.
7. THE GRADING AND CONSTRUCTION OF THE SITE IMPROVEMENTS SHALL NOT CAUSE PROBLEMS OF STORM WATER. ALL AREAS SHALL BE GRADDED TO ALLOW POSITIVE DRAINAGE.
8. THE PROPOSED GRADING ELEVATIONS SHOWN ON THE PLANS ARE FINISH GRADE. A MINIMUM OF SIX INCHES (6") OF TOPSOIL IS TO BE PLACED ABOVE EACH FINISH GRADE ELEVATION AS ADVISED.
9. THE SELECTED STRUCTURAL FILL MATERIAL SHALL BE PLACED IN LEVEL UNIFORM LAYERS SO THAT THE COMPACTED THICKNESS IS APPROXIMATELY SIX INCHES (6") IF COMPACTON EQUIPMENT DEMONSTRATES THE ABILITY TO COMPACT GREATER THICKNESSES, THEN A GREATER THICKNESS MAY BE EMPLOYED. EACH LAYER SHALL BE THOROUGHLY MIXED DURING SPREADING TO INSURE UNIFORMITY.
10. ENHANCED MATERIAL WITHIN ROADWAY, DRIVEWAY, PARKING LOT AND OTHER STRUCTURAL CLAY FILL AREAS SHALL BE COMPACTED TO A MINIMUM OF NINETY-THREE PERCENT (93%) OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM SPECIFICATION D-1557 (MODIFIED PROCTOR METHOD). OTHER DENSITY AS MAY BE DETERMINED APPROPRIATE BY THE SOILS ENGINEER. ENHANCED MATERIAL FOR BUILDING PADS SHALL BE COMPACTED TO A MINIMUM OF NINETY-FIVE PERCENT (95%) OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM SPECIFICATION D-1557 (MODIFIED PROCTOR METHOD) OR TO SUCH OTHER DENSITY AS MAY BE DETERMINED APPROPRIATE BY THE SOILS ENGINEER.
11. THE SURFACE VEGETATION, TOPSOIL, AND ANY GENEVOLOY SOFT UNDERLAY SOIL SHALL BE STRIPPED FROM ALL AREAS TO RECEIVE STRUCTURAL FILL. IF THE UNDERLAY SURFACE SOILS RUII DEEPER THAN ONE INCH UNDER THE CONSTRUCTION EQUIPMENT OR IF THE WETNESS CONTENT EXCEEDS THAT REQUIRED FOR PROPER COMPACTON, THE SOIL SHALL BE SCARIFIED, SPREAD AND RECOMPACTED TO THE REQUIRED SPECIFICATIONS (SEE SECTION 303.03 OF THE SOIL SPECIFICATIONS).
12. COMPLETED GRADING (FINISHED FIVE GRADE) FOR PROPOSED PAVEMENT SURFACE AREAS, BUILDING PADS, AND YARD/PARK SPACE AREAS SHALL BE WITHIN A TOLERANCE OF PLUS OR MINUS ONE-TENTH OF A FOOT (0.1') OF DESIGN SURFACE ELEVATIONS.
13. THE SURFACE FOR PROPOSED STREET AND PAVEMENT AREAS SHALL BE PROPERLY ROLLED BY THE CONTRACTOR IN THE PRESENCE OF THE OWNER'S REPRESENTATIVE AND ANY UNSUITABLE AREAS ENCOUNTERED SHALL BE REMOVED AND REPLACED AS DIRECTED BY THE ENGINEER AND SOILS ENGINEER. UNDERLAY AND REPLACE NECESSARY WILL BE REQUIRED FOR PAVEMENT AT THE CONTRACT UNIT PRICE.

PREPARED FOR:  
**538 ELMHURST, LLC**  
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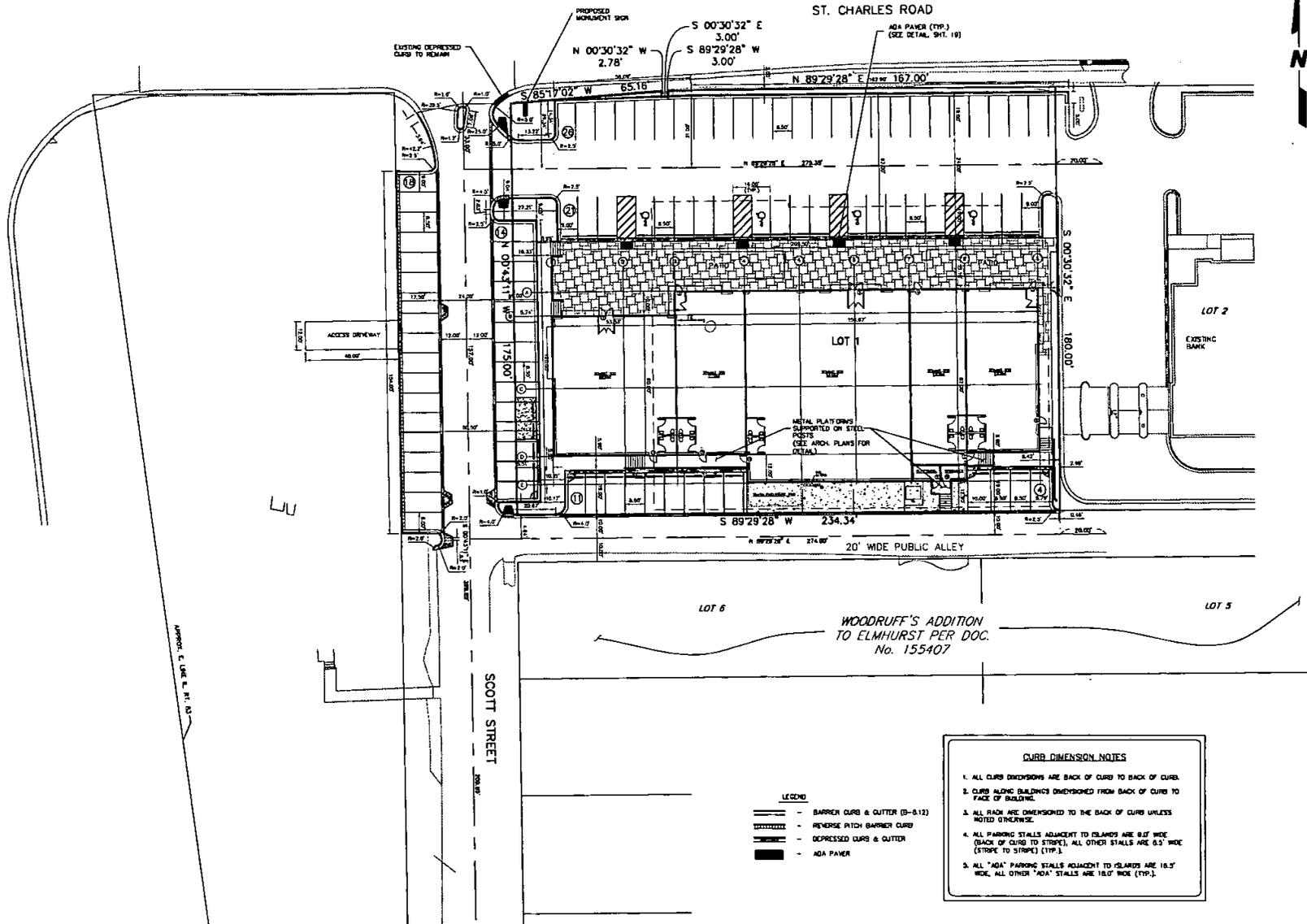
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NO.	DATE	DESCRIPTION	REVISIONS	
			NO.	DATE
1	08-18-10A	REVISED PER CITY COMMISSION LETTER DATED 8-18-10 AND PER CITY COMMISSION LETTER DATED 8-11-10		

**CONSTRUCTION SPECIFICATIONS - GENERAL NOTES**  
**538 ST. CHARLES ROAD COMMERCIAL BUILDING**

FILE NAME: GENNOTES	DSGN. BY: RMB	JOB NO.: 754.003	PLD. BK./PG.: ---	SHEET NO. 19
DWN. BY: LAJ	DATE: 1-10-11	SCALE: 1" = ---		



**CURB DIMENSION NOTES**

1. ALL CURB DIMENSIONS ARE BACK OF CURB TO BACK OF CURB.
2. CURB ALONG BUILDINGS DIMENSIONED FROM BACK OF CURB TO FACE OF BUILDING.
3. ALL RACKS ARE DIMENSIONED TO THE BACK OF CURB UNLESS NOTED OTHERWISE.
4. ALL PARKING STALLS ADJACENT TO ISLANDS ARE 8.0' WIDE (BACK OF CURB TO STRIPE). ALL OTHER STALLS ARE 6.5' WIDE (STRIPE TO STRIPE) (TYP.).
5. ALL "ADA" PARKING STALLS ADJACENT TO ISLANDS ARE 18.0' WIDE. ALL OTHER "ADA" STALLS ARE 18.0' WIDE (TYP.).

**LEGEND**

- BARRIER CURB & CUTTER (B-8-12)
- REVERSE PITCH BARRIER CURB
- DEPRESSED CURB & CUTTER
- ADA PAVER

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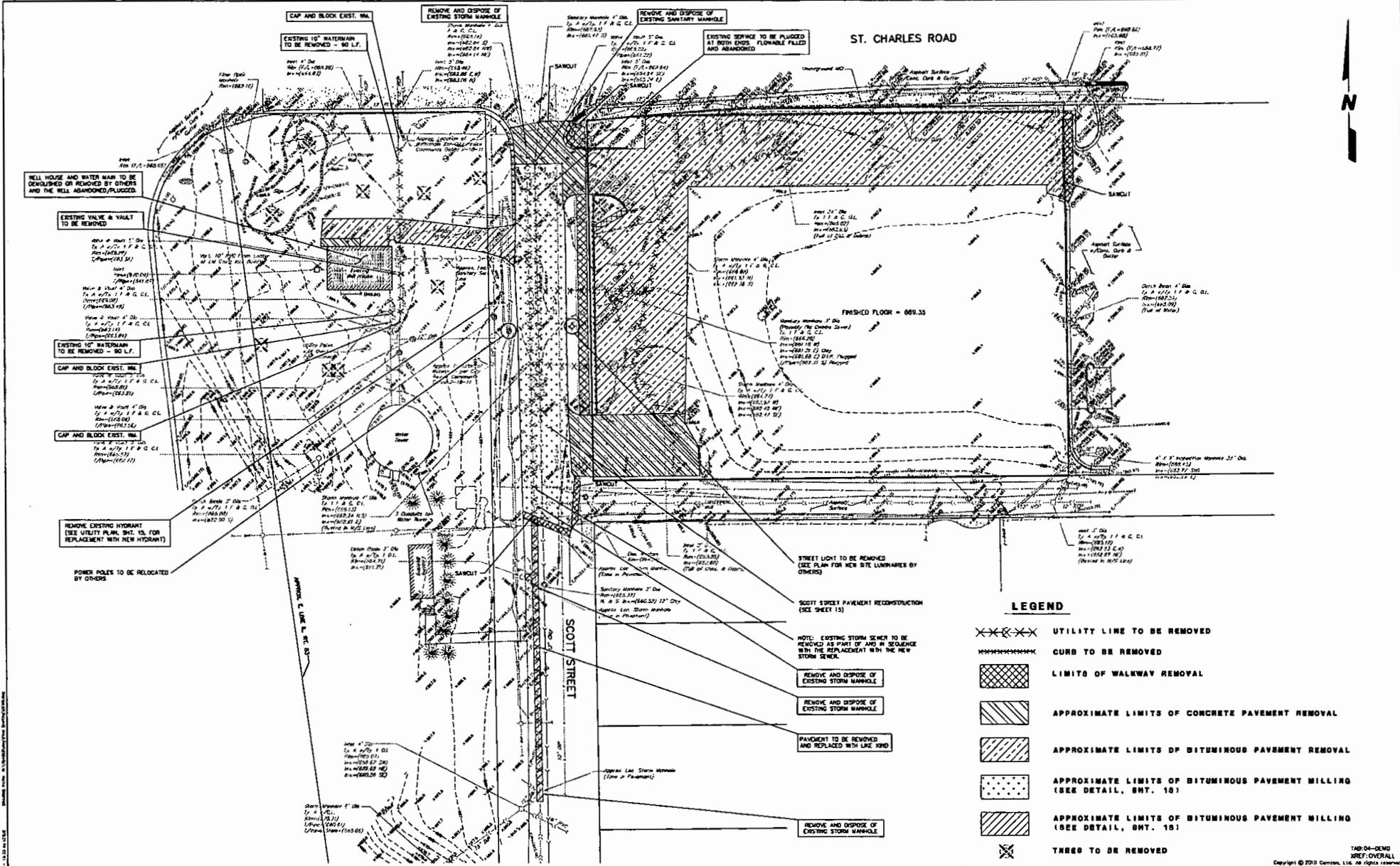
NO.		DATE	DESCRIPTION	REVISIONS	
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1	02-28-11(LAL)	REVISED PER CITY COMMENT LETTER DATED 2-18-11 AND PER COUNTY COMMENT LETTER DATED 3-11-11			

**SITE GEOMETRIC AND HORIZONTAL CONTROL PLAN**

**538 ST. CHARLES ROAD COMMERCIAL BUILDING**

FILE NAME: GEOPLAN	DSGN. BY: RWD	JOB NO.: 734.003	FLD. BK./PG.: ---	SHEET NO.:
DSG: 734.003	DRN. BY: LAL	DATE: 1-10-11	SCALE: 1" = 20'	3 of 19

TAB-D3-GEOPLAN  
 XREF-OVERALL  
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WELL HOUSE AND WATER MAIN TO BE DEMOLISHED OR REMOVED BY OTHERS AND THE WELL ABANDONED/PLUGGED.

EXISTING VALVE & VAULT TO BE REMOVED

EXISTING 10" WATERMAIN TO BE REMOVED - 90 L.F.

CAP AND BLOCK EXIST. MAN.

CAP AND BLOCK EXIST. MAN.

CAP AND BLOCK EXIST. MAN.

REMOVE EXISTING HYDRANT (SEE UTILITY PLAN, SHEET 15, FOR REPLACEMENT WITH NEW HYDRANT)

POWER POLES TO BE RELOCATED BY OTHERS

REMOVE AND DISPOSE OF EXISTING SANITARY MANHOLE

EXISTING SERVICE TO BE PLUGGED AT BOTH ENDS. FLOPPABLE FILLED AND ABANDONED

ST. CHARLES ROAD

FINISHED FLOOR = 609.33

STREET LIGHT TO BE REMOVED (SEE PLAN FOR NEW SITE LUMINAIRIES BY OTHERS)

SCOTT STREET PAVEMENT RECONSTRUCTION (SEE SHEET 15)

NOTE: EXISTING STORM SEWER TO BE REMOVED AS PART OF AND IN SEQUENCE WITH THE REPLACEMENT WITH THE NEW STORM SEWER.

REMOVE AND DISPOSE OF EXISTING STORM MANHOLE

REMOVE AND DISPOSE OF EXISTING STORM MANHOLE

PAVEMENT TO BE REMOVED AND REPLACED WITH LIME SAND

REMOVE AND DISPOSE OF EXISTING STORM MANHOLE

**LEGEND**

- XXXXXX UTILITY LINE TO BE REMOVED
- ===== CURB TO BE REMOVED
- [Cross-hatched box] LIMITS OF WALKWAY REMOVAL
- [Diagonal lines box] APPROXIMATE LIMITS OF CONCRETE PAVEMENT REMOVAL
- [Diagonal lines box] APPROXIMATE LIMITS OF BITUMINOUS PAVEMENT REMOVAL
- [Dotted box] APPROXIMATE LIMITS OF BITUMINOUS PAVEMENT MILLING (SEE DETAIL, SHT. 18)
- [Diagonal lines box] APPROXIMATE LIMITS OF BITUMINOUS PAVEMENT MILLING (SEE DETAIL, SHT. 18)
- ⊗ THREE TO BE REMOVED

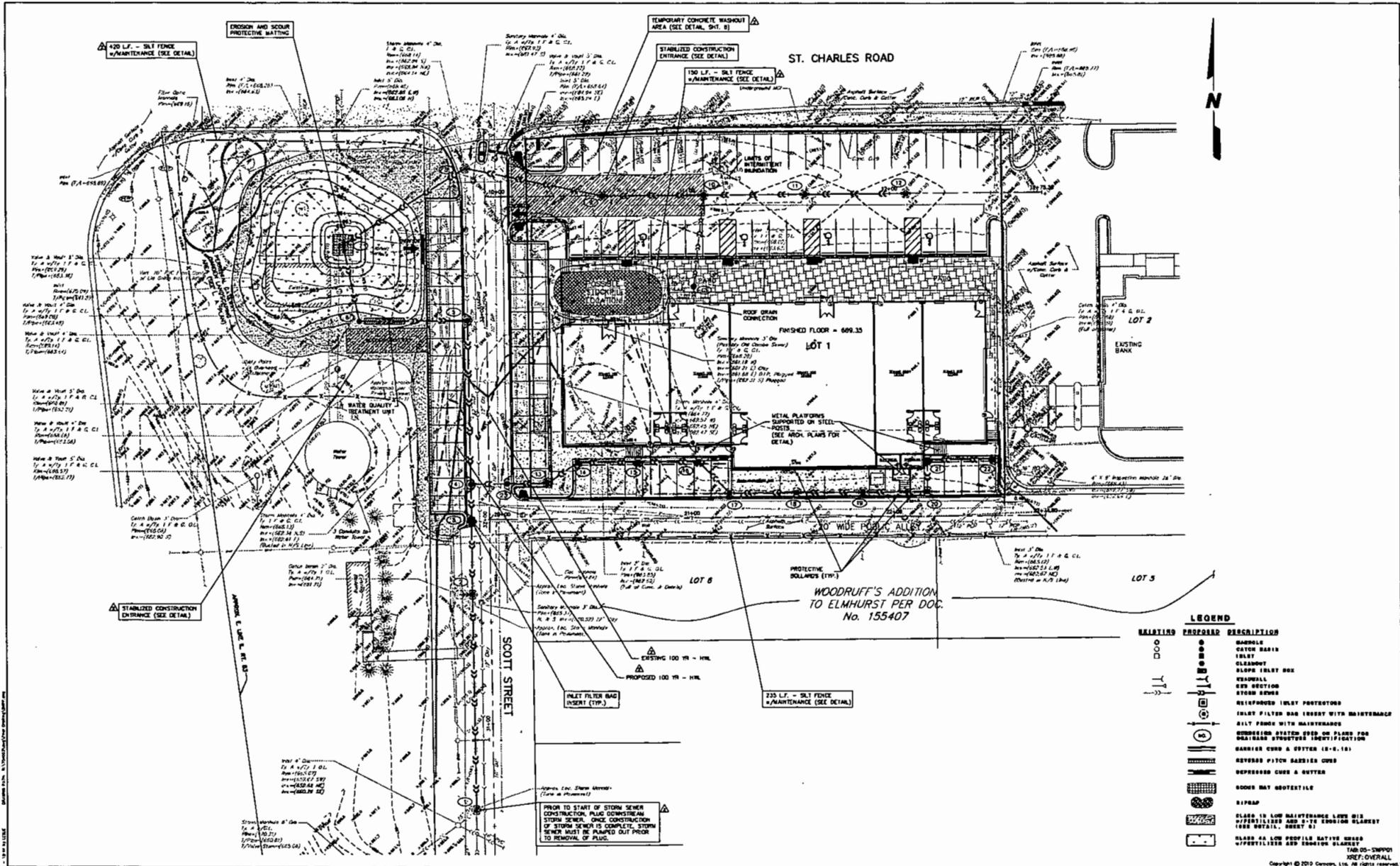
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NO.		DATE		DESCRIPTION	
1	20-11-11	REVISED PER CITY COMMENT LETTER DATED 2-18-11 AND PER COUNTY COMMENT LETTER DATED 2-11-11			

DEMOLITION PLAN				
<b>538 ST. CHARLES ROAD COMMERCIAL BUILDING</b>				
FILE NAME: DEMO	DSGN. BY: RWB	JOB NO.: 734.003	FLD. BK./PC.: ---	SHEET NO. 4 of 19
DIR: 734003	DRN. BY: LAL	DATE: 1-10-11	SCALE: 1" = 20'	

TAB-D4-DEM0  
 XREF-OVERALL  
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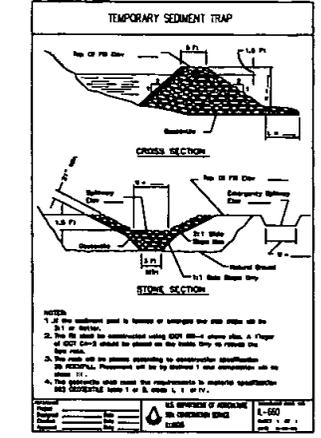
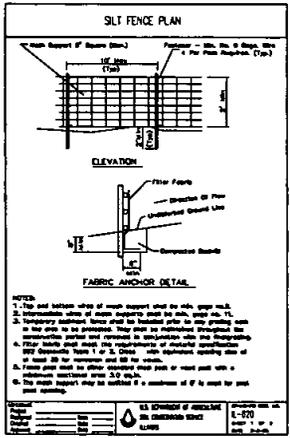
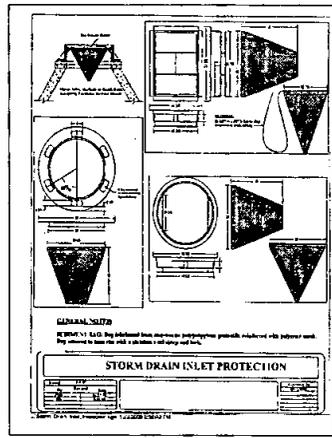
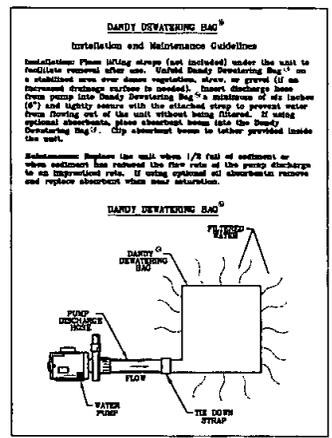
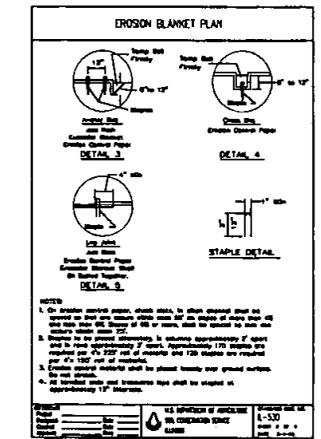
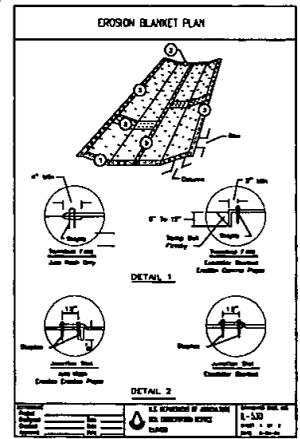
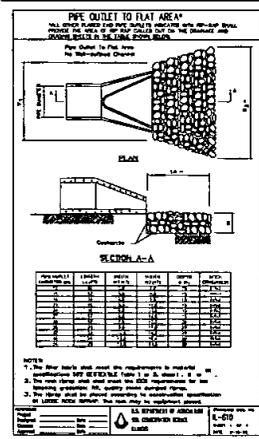
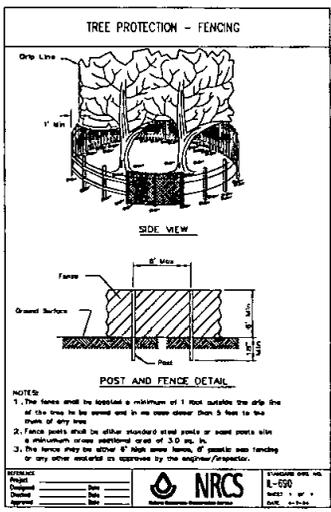
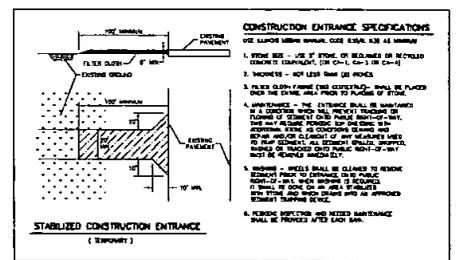
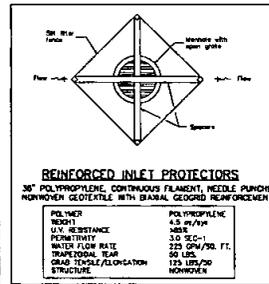
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NO.		DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
01	01-22-11(A)		ISSUED FOR PERMITS, PERMITS, PERMITS, AND ROAD DEPARTMENT CONNECTIONS			
02	02-26-11(A)		REVISED PER CITY COMMENTS LATER DATED 2-18-11 AND PER COUNTY COMMENTS LATER DATED 2-17-11			

STORMWATER POLLUTION PREVENTION AND OVERALL GRADING PLAN				
538 ST. CHARLES ROAD COMMERCIAL BUILDING				
FILE NAME: SWPP	DESIGN BY: RMB	JOB NO.: 754.003	PLD. BK./PG.: ---	SHEET NO. 5 OF 19
DR: 754003	DRN. BY: LAL	DATE: 1-10-11	SCALE: 1" = 20'	TAB: 05-SWPP01

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NO.		DATE		DESCRIPTION	
1	02-28-11	REVISED PER CITY COMPLY LETTER DATED 2-18-11 AND PER COUNTY COMPLY LETTER DATED 2-17-11			

**STORMWATER POLLUTION PREVENTION PLAN**  
**538 ST. CHARLES ROAD COMMERCIAL BUILDING**

FILE NAME: SWPP  
 DSON. BY: RWB  
 JOB NO.: 734-003  
 DR: 734003  
 DRN. BY: LAL  
 DATE: 1-10-11  
 PLO. BK./PC.: ---  
 SCALE: 1" = N.T.S.

SHEET NO. 6 of 19

**DUST CONTROL**  
Code 825

This practice is applicable to areas subject to dust blowing and movement where on and off-site damage is likely without treatment. Treat dust control measures, based upon the preferred practices of 825 below, in sequence.

The following are temporary and permanent methods for dust control.

**TEMPORARY MEASURES:**

1. **Mulches** - See practice standard MULCHING 875. Chemical or wood mulches, straw mulch may be used in excess of 25 inches, in sequence.
2. **Vegetative Cover** - See practice standard TEMPORARY SEEDING 865.
3. **Spray-on Emulsions** - On mineral soils (not effective on sandy soils).  
Kerosene emulsion Water Dilution: 7:1 kerosene spray 1200 gal/acre  
Latex emulsion Water Dilution: 12.5:1 latex spray 225 gal/acre  
Resin-in-water emulsion Water Dilution: 4:1 latex spray 300 gal/acre
4. **Thrips** - Thrips on the surface and bring them to the surface. This is an emergency measure which should be used before soil blowing starts. Deep thrips on surface side of pile. On-site-type piles spaced about 12'-18' apart and water-borne thrips. See examples of equipment which may produce the desired effect.
5. **Irigation** - This is commonly used and offers best protection for haul roads and other heavy traffic roads. The site sprayed with water until the surface is moist.
6. **Barriers** - Silt-bow fences, straw fences, brush fences, straw and silt-bow fences may be used to control or contain dust emissions and blowing soil. Barriers placed at right angles to prevailing winds at intervals of about 10 times their height are effective in containing soil blowing.
7. **Crust Chlorides** - Apply at a rate that will keep the surface moist. This chemical may be applied by a mechanical sprayer at rates of 2 to 7 granules or some at a rate that keeps the surface moist but not so much as to cause water pollution or soil damage.
8. **Slime** - Slime can be used to stabilize roads or other areas during construction using crushed stone or coarse gravel. See practice standard STABILIZATION CRUSTANTS 830.
9. **Sheet Piling** - piling sheet piling and other methods for haul roads and construction sites should be used, or as needed, including a sheet piling or bucket-type enclosure or tarp.
10. **Permanent Vegetation** - See the practice standard PERMANENT SEEDING 880 and SOILING 925. Planting trees or large shrubs may afford additional protection if left in place.

**OPERATION AND MAINTENANCE**

When temporary dust control measures are used, repetitive treatment should be applied as needed to accomplish control.

**EROSION BLANKET**  
Code 830

This practice applies where the protection of newly seeded areas is critical. This is especially important when a bank hole may occur before the grass is established. The most common application for erosion blankets is in the bottoms of small channels and on steep embankments.

**QUALITY**

Erosion blankets will be installed after an topsoiling, fertilizing, liming and seeding to complete. The blanket will be in firm contact with the soil. It will be anchored per the manufacturer's recommendation with the proper number and spacing of tie stakes. The stakes will be the proper depth and length to meet the manufacturer's recommendations. On steep and in erodible soils the blanket will be installed upstream to downstream parallel to the direction of flow. The upstream end of each blanket will be anchored with a minimum of 3 tie stakes. On steep slopes, three blankets, when laid out by slope, will overlap a minimum of 4 inches. When more than one blanket length is needed, the materials will be overlapped 12 inches over the downstream piece. All stakes will be stapled as per manufacturer's recommendation.

**OPERATION AND MAINTENANCE**

Inspect of erosion blankets periodically and after storms to check for damage due to heavy runoffs under the blanket or if tie stakes that have been displaced. Where water has flowed under the blanket, more stakes may be needed and tie stakes or more frequent anchoring techniques installed. If significant erosion has occurred under the blanket then remedial work may be needed. Any erosion blankets that have been displaced will need to be put back and reseeded.

**INSPECTION SCHEDULE BY DEVELOPER**

1. **DIVERSION CHANNELS AND BARRIS** SHALL BE INSPECTED AT 7 DAY INTERVALS OR AFTER EVERY RAINFALL PRODUING RUNOFF AND REPAIRS MADE WITHIN 3 DAYS WHEN FUNCTIONAL PROBLEMS ARE NOTED.
2. **TEMPORARY SEDIMENT BARRIS OR EXISTING NATURAL DEPRESSIONS ARE SERVING AS SEDIMENT BARRIS** SHALL BE CHECKED AFTER EACH RAINFALL PRODUING RUNOFF AND ACCUMULATION OF SEDIMENT SHALL BE REMOVED IF ANY FUNCTIONAL IMPAIRMENT IS OBSERVED.
3. **SEDIMENT BASIN CONSTRUCTED AS PART OF PERMANENT STORMWATER MANAGEMENT FACILITIES** SHALL BE VERIFICATION TESTED AS SOON AS PRACTICABLE WITHIN 30 DAYS AND EACH MAINT PER SPECIFICATIONS. SEDIMENT TRAPS SHALL REMAIN IN PLACE UNTIL AN ACCEPTABLE FINAL PAYMENT SHALL BE OBTAINED.
4. **A PHOTOGRAPHIC RECORD OF EARTHWORK ACTIVITIES** SHALL BE KEPT BY DEVELOPER TO ASSURE COMPLIANCE WITH THE SPIRIT AND INTENT OF THE SOIL EROSION AND SEDIMENTATION CONTROL PLAN BY THE CONTRACTOR. FINAL PAYMENT SHALL BE PRELIMINARY ON SATISFACTORY COMPLIANCE.

THE CITY OF YORKVILLE SHALL BE RESPONSIBLE FOR MAINTENANCE OF FACILITIES IN THE RIGHT-OF-WAY AFTER DEVELOPMENT IS COMPLETED.

THE DEVELOPER SHALL BE RESPONSIBLE FOR IMPLEMENTATION AND MAINTENANCE UNTIL FACILITIES ARE ACCEPTED OR APPROVED.

**MULCHING**  
Code 875

**CONVENTIONS WHERE PRACTICE APPLIES**

**Temporary Mulches:**

1. Areas that have been seeded to provide a temporary or permanent seedbed.
2. Areas that cannot be seeded because of the season of the year and soil type for erosion protection.
3. For mud and dust control.
4. For noise abatement during periods when construction or seeding cannot be done.

**Permanent Mulches:**

1. Used together with planting trees, shrubs, and other ground covers which do not provide adequate soil stabilization.
2. Used in lieu of vegetative planting for ornamental reasons or because the site is not suitable for vegetation.

**QUALITY**

A. The grades of material to be used on the type of soil to be protected, season and exposure.

**Prior to Application:**

1. Slope and grass as required, the roadway, channel, slope, or other area to be protected.
1. Remove all rocks, debris, or debris larger than 2 inches in diameter that will prevent contact between the mulch and the soil surface.
2. When open water or wet soil, lime, fertilizer, and seed may be applied either before or after laying the mulch. When excessive wetting is used, these chemicals must be applied before the mulch is laid.

**Time of Application:**

1. Immediately after seeding or planting by conventional method or hydroseeding. This can be applied with seeding as hydroseeding.
2. Immediately after seedbed preparation when normal seedings are to be made by seeding over the mulch.
3. When temporary erosion control is to be achieved, mulch may be applied any time soil and site conditions are suitable for seeding and anchoring.

**MULCHING (cont'd)**  
Code 875

**D. Application:**

Mulch materials shall be spread uniformly, by hand or machine. When spreading straw mulch by hand, divide the straw to be mulched into approximately 1,000 lbs. per acre, and spread uniformly to 20 lbs. of straw in each section to facilitate uniform distribution.

**E. Mulch Anchoring:**

Straw mulch shall be anchored immediately after spreading to prevent slippage. One of the following methods of anchoring straw shall be used:

1. Mulch Anchoring - This is a tractor-drawn implement (straw anchor, service straw dig, or soil form dig) equipped to punch mulch approximately 2 inches into the soil surface. This method provides maximum erosion control with straw. It is used on slopes no steeper than 3:1, where equipment can operate safely. Machinery shall be operated on the contour.
2. Liquid mulch binders - Application of liquid mulch binders and tackifiers should be limited to slopes of erosion and at grades of slopes and banks, to prevent slippage. The remainder of the area should have similar applied tackifier. Binders may be applied after mulch is applied; however, it is recommended to be sprayed into the mulch as it is being laid on the soil. Applying straw and binder together is the most effective method.

**The following types of binders may be used:**

- a. Asphalt - Any type of asphalt thin enough to be blown from spray equipment is satisfactory. Recommended for use on rapid curing (RC-70, RC-250, RC-800), medium curing (MC-250, MC-800) and emulsion (EC-1, EC-2, EC-3, EC-4, EC-5, EC-6).
- b. Synthetic binder - Synthetic binders may be used as recommended by the manufacturer to anchor mulch. These are expensive, and therefore, usually only used in mud areas or in residential areas where expense may be a problem.
- c. Wood Fiber - Wood fiber hydroseeder machines may be used to lay straw mulch. This combination treatment is not suited to steep down-slopes and critical areas, and severe erosion conditions.

**3. Mulch Settings - Light weight, degradable, plastic, polyurea, or paper mats may be stapled over the mulch according to manufacturer's instructions.**

**4. Peg and later-Bercom is a later-Bercom. This method is feasible only in erodible areas where other methods cannot be used. Drive 10 to 15 inch wooden pegs to within 1/2 inches of the soil surface every 4 feet on all directions. Stems may be made of any type of wood. Spread, Secure mats by driving later-Bercom pegs in a clear-down-hole-in-square pattern. Turn later-Bercom 2 or more times around each peg.**

**5. Net and Mats - Mats may be used alone on steep areas, on slopes no steeper than 3:1, and in wet areas.**

When installing a net in late fall or during June, July and August, or where soil is highly erodible, net can be a very beneficial mat if cut from trees clear on the site.

**6. Dark Cloth - Shaded cloth - Fiberglass or plastic processing. They are often used in hydroseeding plants. Dark cloth is a viable mulch for seedbeds to promote and retain soil moisture and to reduce evaporation. Dark cloth is not usually toxic to grasses and legumes and additional nitrogen fertilizer is not required.**

There are other organic materials which meet seedbed mulches but are not available locally or seasonally. Creative use of these materials can reduce costs.

**Chemical Mulches and Soil Binders**

A wide range of synthetic, spray-on materials are marketed to stabilize and protect the soil surface. These are emulsions or dispersions of oily compounds, asphalt, rubber, or other substances which are mixed with water and applied to the soil. They are used to stabilize and protect the soil surface from erosion and to reduce evaporation. They are used to stabilize and protect the soil surface from erosion and to reduce evaporation.

**Net and Mats:**

When used alone, netting does not retain soil moisture or modify soil temperature. It stabilizes the soil surface while grasses are being established, and is useful in grassed areas and on slopes. Light netting may be used to hold other mulches in place.

The most critical aspect of installing net and mats is obtaining firm, continuous contact between the material and the soil. Without such contact, the material is useless and erosion occurs. It is important to use an adequate number of stakes and to nail the material after laying it to ensure that the soil is protected.

**Aggregate Cover - Grass and crushed stone provide a long term protection against erosion, particularly on slope grades. Before the grass or crushed stone is applied, it should be anchored by irrigation or other means. Deep polyurea should be placed on the ground first to prevent seed germination and grow through the aggregate cover.**

**OPERATION AND MAINTENANCE**

All mulches should be inspected periodically, in particular after rainstorms, to check for slippage. Where erosion is observed, additional mulch should be applied. Mats should be inspected after rainstorms for displacement or failure. If displacement or failure occurs, re-landscaping or necessary other remedial measures should be taken. Inspections should occur until erosion has been eliminated in conjunction with ornamental planting. Inspect particularly throughout the year to determine if mulch is maintaining coverage of the soil surface; repair as needed.

**PERMANENT SEEDING**  
Code 880

**CONVENTIONS WHERE PRACTICE APPLIES**

1. Disturbed areas where long-term vegetative cover is needed to stabilize the soil.
2. On other areas where cover is desired.

**QUALITY**

Selection of plant materials - Selection of plant materials will be based on climate, topography, soil, drainage, available light, moisture and nutrients. See Tables A, B, and C for selection of grasses and legumes and shrubs and trees and shrubs and practice standard 865, TREE AND SHRUB PLANTING.

**Site Preparation - The soil must meet minimum requirements as a good grass medium.**

- a. Must have enough top-soil (at 1' depth) to maintain adequate moisture and nutrient supply and sufficient pore space to permit root penetration. The top depth should be 1.5 to 1.3 grams per cubic centimeter. Clay content should not exceed 35 percent.
- b. The bottom subsoil meeting material to rock or impervious layers shall be 12 inches or more, except on steep slopes where seeding soil material is not feasible.
- c. A pH range of 5.5 to 6.5.
- d. Be free of toxic amounts of materials harmful to plant growth.

If any of the above criteria cannot be met by the condition of modifying material or fine organic material, then topsoil shall be applied in accordance with practice standard 815 TOPSOILING.

The following materials may be used where needed to improve the soil conditions for plant growth.

Post-Appropriate types are nitrogen, phosphorus, potassium, calcium, magnesium, zinc, iron, boron, molybdenum, and other trace elements from natural sources.

Non-toxic and free of toxic materials.

Non-toxic and free of toxic materials.

Rated moisture-stable or other means not containing sodium amounts of 10% or other seeding materials. Incorporation to reduce possible salt problems.

Thoroughly rotted animal manure of various and debris.

Sludge-treated sewage and industrial wastes should be used only in accordance with local, state and federal regulations.

When excessive erosion is to be done and the usual material will not be suitable for plant growth, remove and accept existing topsoil and re-apply when final grade is achieved.

Soil necessary mechanical erosion and sedimentation control practices before seeding, and complete grading according to the approved plan.

**Seedbed preparation:**

1. Apply fertilizer and other required soil amendments prior to final seedbed preparation. (NOTE: Fertilizer they not be required in areas with active vegetation).
2. Prepare a seedbed to a minimum depth of 3 inches by disking or other suitable means. All large objects should be on the contour.

**Fertilization - Lime and fertilizer methods should be determined by soil test. When soil tests are not available, apply 1,000 pounds per acre of 20 pounds per 1,000 square feet of 12-12-12 fertilizer or equivalent.**

**Seed - Certified seed will be used for all permanent seedings whenever possible. All legumes will be inoculated with the proper inoculant prior to seeding.**

**Seeding - Seeding may be done by any of the following methods.**

**A. Conventional:**

1. Prepare seedbed and incorporate lime and fertilizer.
2. Seed seed uniformly at a depth of 1/2 to 3/4 inch with a drill (hand seed) or catenary seeder or broadcast seed uniformly and cover to 1/2 to 3/4 inch depth with a roller, or similar tool.
3. Watch following seeding.

**B. Hydroseeding:**

1. Final seedbed preparation should leave the soil surface in a roughness condition.
2. Lime and fertilizer should be incorporated prior to seeding unless they are to be applied at the same time of the seed. (Applying lime with a hydroseeder may be necessary to the seedbed).
3. It has been 1,000 gallons of water per acre will be used.
4. When seeding legumes, increase the recommended rate for inoculate live lime.
5. If seed and fertilizer are mixed together seed should be seeded with 2 hours of mixing. Beyond 2 hours, a full rate of new seed may be necessary.

**C. Outdriving or harrowing following seeding will insure a better stand.**

**C. Dormant seeding may be made between November 15 and March 1 by discing and harrowing the seedbed.**

**1. Conventional Method - If soil conditions are suitable during the dormant seeding, apply lime and fertilizer, prepare the seedbed and seed as described in this specification. Increase the seeding rate at least 50%.**

**2. Overseeding Method - Liming, fertilizing, seedbed preparation and seeding may be done after August 31. The seed shall be broadcast uniformly over the mulch between November 15 and March 1. When this is done, increase the seeding rate 50%.**

**3. For grass-seeds or pure legume stands, apply 500 lbs./acre (1.3 lbs./1,000 sq. ft.) of 10-20-10, or equivalent.**

**4. For grass-seeds or pure legume stands, apply 500 lbs./acre (1.3 lbs./1,000 sq. ft.) of 10-20-20, or equivalent.**

**5. For grass-seeds or pure legume stands, apply 500 lbs./acre (1.3 lbs./1,000 sq. ft.) of 10-20-20, or equivalent.**

**6. For grass-seeds or pure legume stands, apply 500 lbs./acre (1.3 lbs./1,000 sq. ft.) of 10-20-20, or equivalent.**

**7. For grass-seeds or pure legume stands, apply 500 lbs./acre (1.3 lbs./1,000 sq. ft.) of 10-20-20, or equivalent.**

**8. For grass-seeds or pure legume stands, apply 500 lbs./acre (1.3 lbs./1,000 sq. ft.) of 10-20-20, or equivalent.**

**9. For grass-seeds or pure legume stands, apply 500 lbs./acre (1.3 lbs./1,000 sq. ft.) of 10-20-20, or equivalent.**

**10. For grass-seeds or pure legume stands, apply 500 lbs./acre (1.3 lbs./1,000 sq. ft.) of 10-20-20, or equivalent.**

**11. For grass-seeds or pure legume stands, apply 500 lbs./acre (1.3 lbs./1,000 sq. ft.) of 10-20-20, or equivalent.**

**12. For grass-seeds or pure legume stands, apply 500 lbs./acre (1.3 lbs./1,000 sq. ft.) of 10-20-20, or equivalent.**

**13. For grass-seeds or pure legume stands, apply 500 lbs./acre (1.3 lbs./1,000 sq. ft.) of 10-20-20, or equivalent.**

**14. For grass-seeds or pure legume stands, apply 500 lbs./acre (1.3 lbs./1,000 sq. ft.) of 10-20-20, or equivalent.**

**15. For grass-seeds or pure legume stands, apply 500 lbs./acre (1.3 lbs./1,000 sq. ft.) of 10-20-20, or equivalent.**

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**17. For grass-seeds or pure legume stands, apply 500 lbs./acre (1.3 lbs./1,000 sq. ft.) of 10-20-20, or equivalent.**

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**PERMANENT SEEDING (cont'd)**  
Code 880

- C. Plant sprigs in furrows with a tractor-drawn implement. Sprigging should be done during specified seeding periods.

Planting Ground Covers - Most shrubs and tree type ground covers are available on bare root stock, balled and burlapped, or in containers or pots. On hot areas where erosion is not a problem, prepare the site by tilling to a depth of 10-15 inches.

On a spring site, 10 2-3 inches deep to incorporate needed soil amendments.

When planting individual plants, prepare a hole slightly larger than the container or ball and deep enough that the root can extend to the bottom. Most ground covers should be planted 1/2 to 1" deeper than they were in the pot of container.

Mulches - All permanent seedings and plantings will be mulched upon completion of these operations or planting. Refer to practice standard 875 MULCHING. When planting ground covers it may be advantageous to mulch prior to planting.

**CONSERVATION**

Protect the area from excess runoff as necessary with diversions, grass-lined channels, terraces, or sediment basins.

Eliminate the capabilities and limitations of the soil to be seeded or planted. Special attention needs to be given to soil pH, texture, nutrient status, movement, response, and stability in time to plan the appropriate treatment.

Plant species should be selected on the basis of soil type, planted use of the area, and the amount of degree



STORMWATER POLLUTION PREVENTION PLAN

THIS PLAN HAS BEEN PREPARED IN COMPLIANCE WITH THE PROVISIONS OF THE ILLINOIS GENERAL PERMIT NUMBER 00001 ISSUED BY THE ALABAMA ENVIRONMENTAL PROTECTION AGENCY FOR STORMWATER DISCHARGES FROM CONSTRUCTION SITE ACTIVITIES.

THE PERMITTEE MUST COMPLY WITH ALL CONDITIONS OF THE GENERAL PERMIT. ANY BEST MANAGEMENT PRACTICES (BMP) IN VIOLATION OF THE GENERAL PERMIT, THE CLEAN WATER ACT AND THE CLEAN WATER ACT AND ITS REGULATIONS FOR CONSTRUCTION ACTIVITY FROM POINT POLLUTORS, PREVENTION AND RESTORATION, OR VIOLATION OF OR FOR DEVIATION OF A POINT SOURCE PERMIT, SHALL BE SUBJECT TO SECTION 401 OF THE CLEAN WATER ACT.

**1. SITE DESCRIPTION**  
 A. THE FOLLOWING IS A DESCRIPTION OF THE CONSTRUCTION ACTIVITIES WHICH ARE THE SUBJECT OF THIS PLAN:  
 CONSTRUCTION OF A 10,000 SQ. FT. BUILT-TOWARD COMMERCIAL BUILDING WITH ATTACHED SITE INFRASTRUCTURE IMPROVEMENTS AND A STORMWATER MANAGEMENT FACILITY.

B. THE INTENDED SEQUENCE OF ACTIVITIES IS AS FOLLOWS:  
 (1) INSTALL STABILIZED CONSTRUCTION ENTRANCE.  
 (2) INSTALLATION OF SILT FENCE WITH MAINTENANCE.  
 (3) INSTALLATION OF CONSTRUCTION LIMITS (FENCING).  
 (4) REMOVAL OF SILT FROM WEST SIDE OF ROYAL STREET.  
 (5) DEMOLITION.  
 (6) EXCAVATION AND SITE GRADING INCLUDING STORMWATER MANAGEMENT FACILITY.  
 (7) INSTALLATION OF UTILITIES AND STORM DRAINAGE SYSTEM.  
 (8) CONSTRUCT BUILDING.  
 (9) CONSTRUCT/RECONSTRUCT PAVEMENTS.  
 (10) RESTORE AND/OR GRADE CONSTRUCTION AREAS WITH TOPSOIL, SEED, AND EROSION PREVENTION.  
 (11) SATISFY CATCHER PLANTING.  
 (12) FOLLOWING VEGETATION RESTORATION, REMOVE TEMPORARY EROSION CONTROL MEASURES AND DEVICES.

C. THE TOTAL AREA OF THE PROJECT IS ESTIMATED TO DISMANTLE APPROXIMATELY 1.5 ACRES. THE TOTAL AREA OF PROJECT (ESTIMATED TO BE DETERMINED BY EXCAVATION DRAWINGS OR OTHER ACTIVITIES IS 1.5 ACRES).

D. THE ESTIMATED RAINFALL CLIMATE NUMBER OF THE PROJECT SITE AFTER CONSTRUCTION ACTIVITIES ARE COMPLETED IS NOT EXPECTED TO BE DIFFERENT FROM THAT IN THE EXISTING CONDITION.

E. THESE PLAN DOCUMENTS CONTAIN THE SITE MAPS INDICATING DRAINAGE PATTERNS, PROPOSED SLOPES, ANTICIPATED FLOW DIRECTIONS, LOCATIONS OF MAJOR STRUCTURES, AND REMEDIATION CONTROL MEASURES AS DESCRIBED IN THE PLAN, AND LOCATIONS WHERE STORM WATER IS DISCHARGED.

F. THE IMMEDIATE RECEIVING WATER IS SALT CREEK WHICH IS FREQUENTLY TO THE DEEP PLAIN REGION.

**2. CONTROLS**  
 THIS SECTION OF THE PLAN ADDRESSES THE VARIOUS CONTROLS THAT WILL BE IMPLEMENTED FOR EACH OF THE MAJOR CONSTRUCTION ACTIVITIES DESCRIBED IN 1.B ABOVE. FOR EACH MEASURE DESCRIBED, THE CONTRACTOR AND SUB-CONTRACTOR WILL BE RESPONSIBLE FOR ITS IMPLEMENTATION AS INDICATED. EACH SUCH CONTRACTOR OR SUB-CONTRACTOR MUST SHOW THE REQUIRED CERTIFICATION ON THIS PLAN. A. EROSION AND SEDIMENT CONTROLS

(1) STABILIZATION PRACTICES. PROVIDED BELOW IS A DESCRIPTION OF EROSION AND PERMANENT STABILIZATION PRACTICES, INCLUDING SITE PREP, SITE PROTECT, SCHEDULE OF THE IMPLEMENTATION OF THE STABILIZED SITE PLANS WILL INCLUDE SILENT VEGETATION IS PRESERVED WHERE AVAILABLE AND RESTORED WHERE THE SITE WILL BE STABILIZED. (EXCEPT AS PROVIDED IN 2.A.(1)(A) AND 2.B. STABILIZATION MEASURES SHALL BE INSTALLED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. IF IN ANY CASE MORE THAN 7 DAYS AFTER THE CONSTRUCTION ACTIVITY CEASES, AND BEFORE THE CONSTRUCTION ACTIVITY WILL NOT OCCUR FOR A PERIOD OF 14 OR MORE CALENDAR DAYS.

(A) WHEN THE INSTALLATION OF STABILIZATION MEASURES BY THE 14TH DAY OF THE CONSTRUCTION ACTIVITY TEMPORARILY OR PERMANENTLY CEASES OR IS INTERRUPTED BY SHOW CONSTRUCTION STABILIZATION MEASURES SHALL BE INSTALLED AS SOON AS PRACTICABLE.

(B) WHEN CONSTRUCTION ACTIVITY WILL RESUME ON A PORTION OF THE SITE WITHIN 14 DAYS FROM WHEN THE ACTIVITIES CEASED (I.E. THE DATE THE PERMITTEE HAS CONSTRUCTION ACTIVITY RESUMING), STABILIZATION MEASURES DO NOT HAVE TO BE INSTALLED ON THAT PORTION OF THE SITE BY THE 14TH DAY AFTER CONSTRUCTION ACTIVITY TEMPORARILY CEASED.

THE FOLLOWING EROSION AND PERMANENT STABILIZATION PRACTICES AS A MINIMUM WILL BE IMPLEMENTED TO STABILIZE THE DISTURBED AREA OF THE SITE:  
 -ROCKPILE, MULCH, PLACES, AND LANDSCAPING  
 -SILT FENCE  
 -EROSION CONTROL  
 -EROSION CONTROL BARRIERS SHALL BE CHAIN  
 BASED ON SLOPE, VELOCITY, SHEAR STRESS AND DURATION  
 -COMPOST

(2) STRUCTURAL PRACTICES. PROVIDED BELOW IS A DESCRIPTION OF STRUCTURAL PRACTICES THAT WILL BE IMPLEMENTED TO THE DEGREE ATTAINABLE, TO PREVENT FLOODS FROM EXPOSED SOIL, STORM FLOODS OF EXCESSIVE LEAKY RUNOFF AND THE DISCHARGE OF POLLUTANTS FROM EXPOSED AREAS OF THE SITE. THE INSTALLATION OF THESE DEVICES MAY BE SUBJECT TO SECTION 401 OF THE CLEAN WATER ACT.

-FILTER SOCKS OR SEDIMENT LOGS, FRANKLIN BOLT SOCKS OR GEOTEXTILE-ENCASED URETHANE FOAM PRODUCTS  
 -SILT FENCE  
 -SILT FENCE  
 -STABILIZED CONSTRUCTION ENTRANCE  
 -EROSION CONTROL BARRIERS SHALL NOT BE PERMITTED  
 -TEMPORARY SILTATION SOCKS  
 -TEMPORARY SILTATION SOCKS  
 -REINFORCED INLET PROTECTORS  
 -SOIL BARS  
 -STORMWATER QUALITY TREATMENT UNIT

(3) BEST MANAGEMENT PRACTICES. PROVIDED BELOW IS A DESCRIPTION OF BEST MANAGEMENT PRACTICES AS REQUIRED UNDER THE CLEAN WATER ACT. THE DEGREE ATTAINABLE, TO REDUCE SUSPENDED SOLIDS, TURBIDITY, SILTATION, AND POLLUTANTS FROM POINT POLLUTORS, PREVENTION AND RESTORATION, OR VIOLATION OF OR FOR DEVIATION OF A POINT SOURCE PERMIT, SHALL BE SUBJECT TO SECTION 401 OF THE CLEAN WATER ACT.

-MAINTENANCE OF VEGETATED BUFFERS  
 -TEMPORARY SILTATION BARRIERS  
 -PERMANENT VEGETATION STABILIZATION

**3. STORMWATER MANAGEMENT**  
 PROVIDED BELOW IS A DESCRIPTION OF MEASURES THAT WILL BE INSTALLED DURING THE CONSTRUCTION PROCESS TO CONTROL POLLUTANTS IN STORMWATER DISCHARGE THAT WILL OCCUR AFTER CONSTRUCTION OPERATIONS HAVE BEEN COMPLETED. THE INSTALLATION OF THESE DEVICES MAY BE SUBJECT TO SECTION 401 OF THE CLEAN WATER ACT.

(1) THE PRACTICES SELECTED FOR IMPLEMENTATION WERE DETERMINED ON THE BASIS OF THE TECHNICAL GUIDANCE IN SECTION 2-10.2 (EROSION CONSIDERATIONS) IN CHAPTER 10 (EROSION AND SEDIMENTATION) OF THE ALABAMA DEPARTMENT OF TRANSPORTATION DRAINAGE MANUAL AND THE ILLINOIS GENERAL PERMIT NUMBER 00001 (GENERAL PERMIT).

(2) VELOCITY DISSIPATION DEVICES WILL BE PLACED AT DOWNHILL LOCATIONS AND ALONG THE LENGTH OF ANY DRAINAGE CHANNELS NECESSARY TO PROVIDE A NON-EROSIVE VELOCITY FLOW FROM THE ENTRANCE TO A WATER COURSE TO THE POINT OF DISCHARGE. THE PHYSICAL, BIOLOGICAL, CHEMICAL, AND TOXICITY AREAS ARE MAINTAINED AND PROTECTED TO THE MAXIMUM EXTENT OF PRACTICABLE. SUCH AS THE HYDROLOGICAL AND HYDRODYNAMIC PRESENT PRIOR TO THE INITIATION OF CONSTRUCTION ACTIVITIES.

STORMWATER MANAGEMENT CONTROLS INCLUDE (AS APPLICABLE):

-TEMPORARY SILTATION BARRIERS  
 -TEMPORARY SILTATION BARRIERS AND NATURAL DEPRESSIONS  
 -ON-SITE INFILTRATION OF RUNOFF  
 -SEDIMENTATION BASINS  
 -OTHER VEGETATED SWALES

**4. OTHER CONTROLS**  
 (1) WASTE DISPOSAL. THE SOLID WASTE MATERIALS INCLUDING DRAIN, CONSTRUCTION DEBRIS, EXCESS CONSTRUCTION MATERIALS, EXCESSIVE TOOLS AND OTHER ITEMS WILL BE COLLECTED AND DISPOSED OFF-SITE BY THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE TO ACQUIRE ANY PERMITS REQUIRED FOR SUCH DISPOSAL. BURNING ON THE SITE WILL NOT BE PERMITTED. SOLID MATERIALS INCLUDING BUILDING MATERIALS SHALL NOT BE DISCHARGED INTO WATERS OF THE STATE, EXCEPT AS AUTHORIZED BY A PERMIT FROM THE EPA.

(2) THE PROVISIONS OF THIS PLAN SHALL ENSURE AND DEMONSTRATE COMPLIANCE WITH APPLICABLE STATE AND/OR LOCAL WASTE DISPOSAL, BURNING, AND OTHER REGULATIONS.

**5. APPROVED STATE OR LOCAL PLANS**  
 THE MANAGEMENT PRACTICES, CONTROLS AND PROCEDURES CONTAINED IN THIS PLAN WILL BE IN ACCORDANCE WITH ANY SPECIFICATIONS, WHICH ARE AT LEAST AS PROTECTIVE AS THE REQUIREMENTS CONTAINED IN THE ALABAMA ENVIRONMENTAL PROTECTION AGENCY URBAN MANUAL, 2002 REQUIREMENTS SPECIFIED IN EROSION AND SEDIMENT SITE PLANS OR SITE PERMITS ON STORM WATER REQUIREMENTS SPECIFIED IN EROSION AND SEDIMENT SITE PLANS OR SITE PERMITS APPROVED BY LOCAL OFFICIALS THAT ARE APPLICABLE TO PROTECTING SURFACE WATER RESOURCES AND, UPON SUBMITTAL OF AN HD TO BE APPROVED TO DISCHARGE UNDER PERMIT LATER INCORPORATED BY REFERENCE, AND ARE ENFORCEABLE UNDER THIS PERMIT EVEN IF THEY ARE NOT SPECIFICALLY INCLUDED IN THE PLAN.

**6. MAINTENANCE**  
 THE FOLLOWING IS A DESCRIPTION OF PROCEDURES THAT WILL BE USED TO MAINTAIN OR OBTAIN AND OBTAINING OPENING THROUGH VEGETATION, EROSION AND SEDIMENT CONTROL MEASURES AND OTHER PROTECTIVE MEASURES DESCRIBED IN THIS PLAN.

A. STABILIZED CONSTRUCTION ENTRANCE. THE ENTRANCE SHALL BE MAINTAINED TO PREVENT TRACKING OF SEDIMENT ONTO PUBLIC STREETS. THIS WILL BE DONE BY TOP DRESSING WITH ADDITIONAL TOPSOIL, REMOVE AND REPLACE TOP LAYER OF STONES OR BARRIERS THE ENTRANCE, THE CONCRETE BARRIERS ON THE PUBLIC RIGHT-OF-WAY SHALL BE REPAIRED IMMEDIATELY.

B. VEGETATIVE EROSION CONTROL MEASURES. THE VEGETATIVE GROWTH OF TEMPORARY AND PERMANENT SEEDING, SOILING, VEGETATIVE CHANNELS, VEGETATIVE FILTER, ETC. SHALL BE MAINTAINED PROUDLY AND SUPPLY ADEQUATE MULCHING AND FERTILIZER. THE VEGETATIVE COVER SHALL BE REPAIRED AND RESEED AS NECESSARY.

C. SILT FILTER FENCE. THE CHANGED SILT FILTER FENCE SHALL BE MAINTAINED, REPAIRED, RESTORED, OR REPLACED TO MEET THE STANDARDS INDICATED THEREIN.

D. SEDIMENT LOGS, ROCK BARRIERS OR GEOTEXTILE-ENCASED URETHANE FOAM PRODUCTS. THE SILT SOCKS SHALL BE INSPECTED FREQUENTLY AND SHALL BE REPAIRED OR REMOVED AND REPLACED AS NEEDED.

E. SILT FILTER BARS. REMOVE AND OBTAIN OF ACCUMULATED SEDIMENT WITHIN EACH BARB STOP OF THE (1) ON OR MORE.

**4. INSPECTIONS**  
 THE OWNER OR ITS DESIGNATED REPRESENTATIVE SHALL PROVIDE QUALIFIED PERSONNEL TO INSPECT DISTURBED AREAS OF THE CONSTRUCTION SITE AND TO MONITOR THE IMPLEMENTATION OF THE BEST MANAGEMENT PRACTICES AND VEGETATIVE STABILIZATION, PROTECTED WITH STRUCTURAL CONTROLS. MEASURES OF THE STATE AND WHICH HAS NOT OTHERWISE BEEN ADDRESSED IN THE PLAN OR IF THE PLAN PROVIDES TO BE INEFFECTIVE IN ELIMINATING OR MINIMIZING POLLUTANTS FROM THE SOURCE, THE SOURCES IDENTIFIED UNDER 1. (CONTINUED) ABOVE, OR OTHERWISE ACHIEVING THE GENERAL OBJECTIVES OF CONTROLLING POLLUTANTS IN STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION SITE ACTIVITY. IN ADDITION, THE PLAN SHALL BE AMENDED TO IDENTIFY ANY NEW CONSTRUCTION AND/OR SUBCONTRACTOR THAT WILL IMPLEMENT A MEASURE OF THE PLAN. AMENDMENTS TO THE PLAN MAY BE REQUESTED BY THE EPA IN THE SAME MANNER AS A PLAN REVIEW ABOVE.

A. DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE LOCATED FOR POLLUTANTS DURING THE CONSTRUCTION PERIOD, OR THE POTENTIAL FOR POLLUTANTS DURING THE CONSTRUCTION PERIOD, SHALL BE MONITORED FOR POLLUTANTS DURING THE CONSTRUCTION PERIOD. THE PLAN SHALL BE AMENDED TO IDENTIFY ANY NEW CONSTRUCTION AND/OR SUBCONTRACTOR THAT WILL IMPLEMENT A MEASURE OF THE PLAN. AMENDMENTS TO THE PLAN MAY BE REQUESTED BY THE EPA IN THE SAME MANNER AS A PLAN REVIEW ABOVE.

B. BASED ON THE RESULTS OF THE INSPECTION, THE DESCRIPTION OF POTENTIAL POLLUTANT SOURCES IDENTIFIED IN SECTION 1 ABOVE AND POLLUTION PREVENTION MEASURES IDENTIFIED IN SECTION 2 ABOVE SHALL BE REVISED AS APPROPRIATE AS SOON AS PRACTICABLE AFTER SUCH INSPECTION. ANY CHANGES TO THIS PLAN RESULTING FROM THE REQUIRED INSPECTIONS SHALL BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.

C. A REPORT SUBMITTING THE SCOPE OF THE INSPECTION, NAME(S) AND QUALIFICATIONS OF PERSONNEL MAKING THE INSPECTION, THE DATES OF THE INSPECTION, MAJOR OBSERVATIONS RELATING TO THE IMPLEMENTATION OF THE STORMWATER POLLUTION PREVENTION PLAN, AND ACTIONS TAKEN IN ACCORDANCE WITH SECTION 4.B SHALL BE MADE AND RETAINED AS PART OF THE PLAN FOR AT LEAST ONE (1) YEAR AFTER THE DATE OF THE INSPECTION. THE REPORT SHALL BE SIGNED IN HANDWRITING BY PART 4. B OF THE GENERAL PERMIT.

D. IF ANY VIOLATION OF THE PROVISIONS OF THIS PLAN IS IDENTIFIED DURING THE CONDUCT OF THE CONSTRUCTION WORK COVERED BY THIS PLAN, THE DESIGNER (ENGINEER OR ARCHITECT) SHALL COMPLETE AND FILE AN "INCIDENT OF NONCOMPLIANCE" (ION) REPORT FOR THE VIOLATION. THE REPORT SHALL INCLUDE THE DATE, THE NATURE OF THE VIOLATION, THE LOCATION WHERE THE VIOLATION OCCURRED, AND THE NATURE OF THE VIOLATION. THE REPORT SHALL BE FILED WITH THE ALABAMA ENVIRONMENTAL PROTECTION AGENCY (AEP) AS SOON AS PRACTICABLE AFTER THE DATE OF THE VIOLATION. THE REPORT SHALL BE SIGNED IN HANDWRITING BY THE DESIGNER (ENGINEER OR ARCHITECT) AND THE OWNER. THE REPORT SHALL BE FILED WITH THE AEP AS SOON AS PRACTICABLE AFTER THE DATE OF THE VIOLATION. THE REPORT SHALL BE SIGNED IN HANDWRITING BY THE DESIGNER (ENGINEER OR ARCHITECT) AND THE OWNER.

E. THE DESIGNER (ENGINEER OR ARCHITECT) SHALL BE RESPONSIBLE FOR THE CONDUCT OF THE CONSTRUCTION WORK COVERED BY THIS PLAN, THE DESIGNER (ENGINEER OR ARCHITECT) SHALL COMPLETE AND FILE AN "INCIDENT OF NONCOMPLIANCE" (ION) REPORT FOR THE VIOLATION. THE REPORT SHALL INCLUDE THE DATE, THE NATURE OF THE VIOLATION, THE LOCATION WHERE THE VIOLATION OCCURRED, AND THE NATURE OF THE VIOLATION. THE REPORT SHALL BE FILED WITH THE ALABAMA ENVIRONMENTAL PROTECTION AGENCY (AEP) AS SOON AS PRACTICABLE AFTER THE DATE OF THE VIOLATION. THE REPORT SHALL BE SIGNED IN HANDWRITING BY THE DESIGNER (ENGINEER OR ARCHITECT) AND THE OWNER. THE REPORT SHALL BE FILED WITH THE AEP AS SOON AS PRACTICABLE AFTER THE DATE OF THE VIOLATION. THE REPORT SHALL BE SIGNED IN HANDWRITING BY THE DESIGNER (ENGINEER OR ARCHITECT) AND THE OWNER.

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**7. AMENDMENTS**  
 THE PERMITTEE SHALL AMEND THE PLAN IMMEDIATELY IN THE EVENT OF A CHANGE IN GENERAL CONSTRUCTION OPERATIONS OR MAINTENANCE, WHICH HAS SIGNIFICANT EFFECT ON THE POTENTIAL FOR THE DISCHARGE OF POLLUTANTS TO WATERS OF THE STATE AND WHICH HAS NOT OTHERWISE BEEN ADDRESSED IN THE PLAN OR IF THE PLAN PROVIDES TO BE INEFFECTIVE IN ELIMINATING OR MINIMIZING POLLUTANTS FROM THE SOURCE, THE SOURCES IDENTIFIED UNDER 1. (CONTINUED) ABOVE, OR OTHERWISE ACHIEVING THE GENERAL OBJECTIVES OF CONTROLLING POLLUTANTS IN STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION SITE ACTIVITY. IN ADDITION, THE PLAN SHALL BE AMENDED TO IDENTIFY ANY NEW CONSTRUCTION AND/OR SUBCONTRACTOR THAT WILL IMPLEMENT A MEASURE OF THE PLAN. AMENDMENTS TO THE PLAN MAY BE REQUESTED BY THE EPA IN THE SAME MANNER AS A PLAN REVIEW ABOVE.

A. DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE LOCATED FOR POLLUTANTS DURING THE CONSTRUCTION PERIOD, OR THE POTENTIAL FOR POLLUTANTS DURING THE CONSTRUCTION PERIOD, SHALL BE MONITORED FOR POLLUTANTS DURING THE CONSTRUCTION PERIOD. THE PLAN SHALL BE AMENDED TO IDENTIFY ANY NEW CONSTRUCTION AND/OR SUBCONTRACTOR THAT WILL IMPLEMENT A MEASURE OF THE PLAN. AMENDMENTS TO THE PLAN MAY BE REQUESTED BY THE EPA IN THE SAME MANNER AS A PLAN REVIEW ABOVE.

B. BASED ON THE RESULTS OF THE INSPECTION, THE DESCRIPTION OF POTENTIAL POLLUTANT SOURCES IDENTIFIED IN SECTION 1 ABOVE AND POLLUTION PREVENTION MEASURES IDENTIFIED IN SECTION 2 ABOVE SHALL BE REVISED AS APPROPRIATE AS SOON AS PRACTICABLE AFTER SUCH INSPECTION. ANY CHANGES TO THIS PLAN RESULTING FROM THE REQUIRED INSPECTIONS SHALL BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.

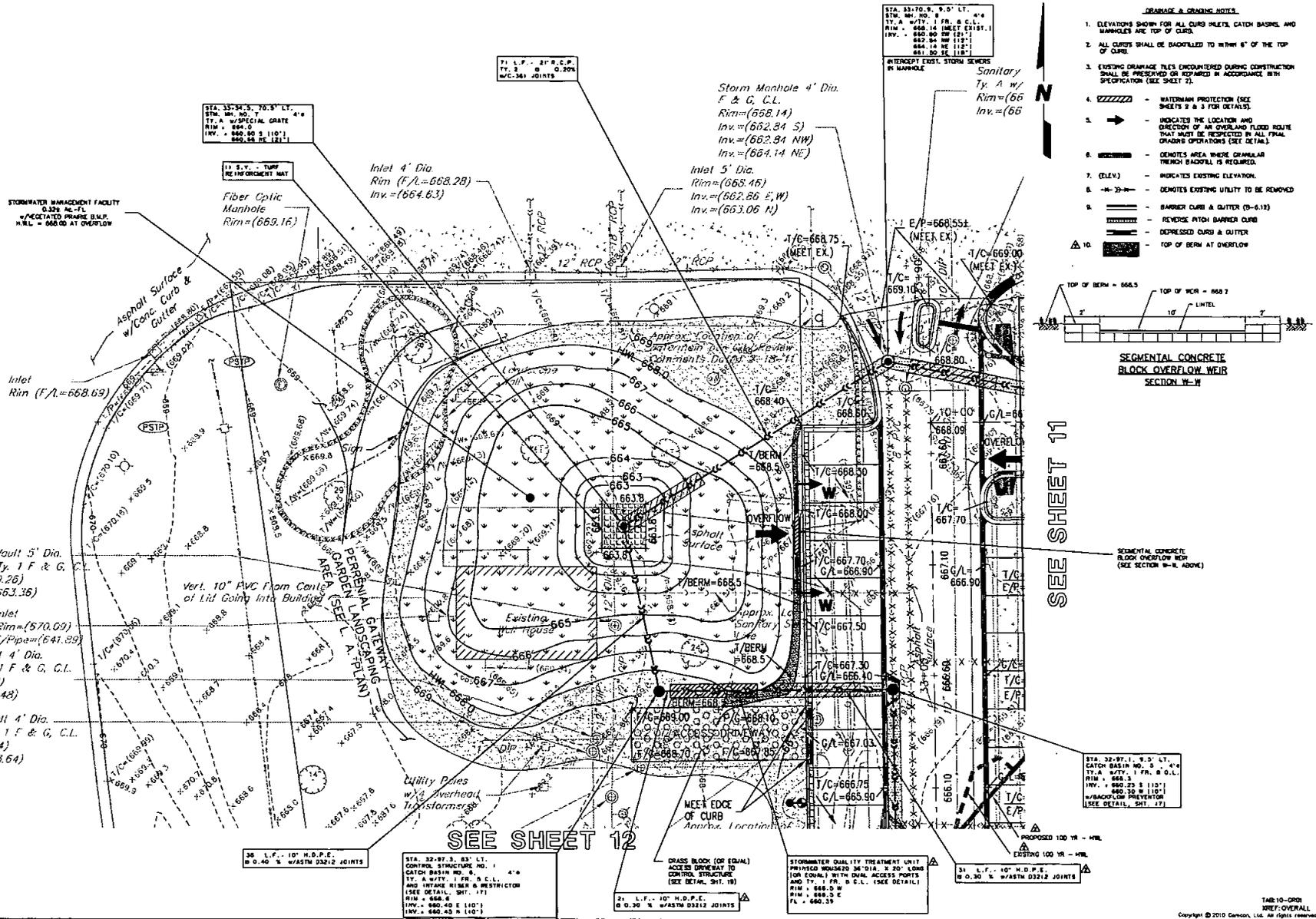
C. A REPORT SUBMITTING THE SCOPE OF THE INSPECTION, NAME(S) AND QUALIFICATIONS OF PERSONNEL MAKING THE INSPECTION, THE DATES OF THE INSPECTION, MAJOR OBSERVATIONS RELATING TO THE IMPLEMENTATION OF THE STORMWATER POLLUTION PREVENTION PLAN, AND ACTIONS TAKEN IN ACCORDANCE WITH SECTION 4.B SHALL BE MADE AND RETAINED AS PART OF THE PLAN FOR AT LEAST ONE (1) YEAR AFTER THE DATE OF THE INSPECTION. THE REPORT SHALL BE SIGNED IN HANDWRITING BY PART 4. B OF THE GENERAL PERMIT.

D. IF ANY VIOLATION OF THE PROVISIONS OF THIS PLAN IS IDENTIFIED DURING THE CONDUCT OF THE CONSTRUCTION WORK COVERED BY THIS PLAN, THE DESIGNER (ENGINEER OR ARCHITECT) SHALL COMPLETE AND FILE AN "INCIDENT OF NONCOMPLIANCE" (ION) REPORT FOR THE VIOLATION. THE REPORT SHALL INCLUDE THE DATE, THE NATURE OF THE VIOLATION, THE LOCATION WHERE THE VIOLATION OCCURRED, AND THE NATURE OF THE VIOLATION. THE REPORT SHALL BE FILED WITH THE ALABAMA ENVIRONMENTAL PROTECTION AGENCY (AEP) AS SOON AS PRACTICABLE AFTER THE DATE OF THE VIOLATION. THE REPORT SHALL BE SIGNED IN HANDWRITING BY THE DESIGNER (ENGINEER OR ARCHITECT) AND THE OWNER. THE REPORT SHALL BE FILED WITH THE AEP AS SOON AS PRACTICABLE AFTER THE DATE OF THE VIOLATION. THE REPORT SHALL BE SIGNED IN HANDWRITING BY THE DESIGNER (ENGINEER OR ARCHITECT) AND THE OWNER.

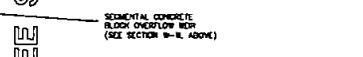
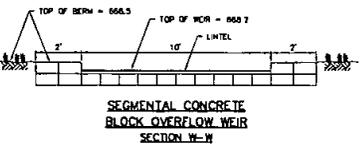
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- GRADE & GRADING NOTES**
- ELEVATIONS SHOWN FOR ALL CURB INLETS, CATCH BASINS AND MANHOLES ARE TOP OF CURB.
  - ALL CUTS SHALL BE BACKFILLED TO WITHIN 6" OF THE TOP OF CURB.
  - EXISTING DRAINAGE FILES ENCOUNTERED DURING CONSTRUCTION SHALL BE PRESERVED OR REPAIRED IN ACCORDANCE WITH SPECIFICATION (SEE SHEET 2).
  - WATERMARK PROTECTION (SEE SHEETS 2 & 3 FOR DETAILS).
  - INDICATES THE LOCATION AND DIRECTION OF AN OVERLAND FLOOD ROUTE THAT MUST BE RESPECTED BY ALL FINAL GRADING OPERATIONS (SEE DETAIL).
  - INDICATES AREA WHERE CIRCULAR TRENCH BACKFILL IS REQUIRED.
  - (ELEV.) INDICATES EXISTING ELEVATION.
  - H-3-INDICATES EXISTING UTILITY TO BE REMOVED.
  - BARRIER CURB & GUTTER (S-4.12)
  - REVERSE PITCH BARRIER CURB
  - DEPRESSED CURB & GUTTER
  - TOP OF BERM AT OVERFLOW



STA. 33+70.9, 9.5' LT.  
 STM. NO. 8  
 1/2" A W/1/2" FR. & C.L.  
 RIM = 668.14 (MEET EXIST.)  
 INV. = 660.80 @ 10'  
 662.84 @ 10'  
 664.14 @ 10'  
 661.80 @ 10'

Sanitary  
 Ty. A w/  
 Rim=(66  
 Inv.=(66

Storm Manhole 4' Dia.  
 F & G, C.L.  
 Rim=(668.14)  
 Inv.=(662.84 S)  
 Inv.=(662.84 NW)  
 Inv.=(664.14 NE)

Inlet 5' Dia.  
 Rim=(668.45)  
 Inv.=(662.86 E,W)  
 Inv.=(663.06 N)

1/2" S.V. - TURP  
 REINFORCEMENT MAT

Fiber Optic  
 Manhole  
 Rim=(669.16)

STORMWATER MANAGEMENT FACILITY  
 0.3% SLOPE AC-FLL  
 1/2" A W/1/2" FR. & C.L.  
 H.W.L. = 668.00 AT OVERFLOW

Valve & Vault 5' Dia.  
 Ty. A w/Ty. 1 F & G, C.L.  
 Rim=(669.26)  
 1/Pipe=(663.35)

Inlet  
 Rim=(570.09)  
 1/Pipe=(641.59)

Valve & Vault 4' Dia.  
 Ty. A w/Ty. 1 F & G, C.L.  
 Rim=(669.03)  
 1/Pipe=(663.42)

Valve & Vault 4' Dia.  
 Ty. A w/Ty. 1 F & G, C.L.  
 Rim=(669.14)  
 1/Pipe=(663.64)

SEE SHEET 12

SEE SHEET 11

30 L.F. - 10" H.D.P.E.  
 @ 0.40 S W/ASTM D3212 JOINTS

STA. 32+97.3, 83' LT.  
 CONTROL STRUCTURE NO. 6  
 CATCH BASIN NO. 6  
 1/2" A W/1/2" FR. & C.L.  
 AND INTAKE RISER & RESTRICTOR  
 (SEE DETAIL, SHIT. 17)  
 RIM = 668.6  
 INV. = 660.40 @ 10'  
 INV. = 660.43 @ 10'

GRASS BLOCK (OF EQUAL)  
 ACCESS DRIVEWAY TO  
 CONTROL STRUCTURE  
 (SEE DETAIL, SHIT. 19)

STORMWATER QUALITY TREATMENT UNIT  
 PRINCE WILLIAM 36" DIA. 2' 30" LONG  
 (ON EQUAL) WITH DUAL ACCESS PORTS  
 AND 1/2" A W/1/2" FR. & C.L. (SEE DETAIL)  
 RIM = 668.0 E  
 RIM = 668.0 E  
 RIM = 668.0 E

30 L.F. - 10" H.D.P.E.  
 @ 0.30 S W/ASTM D3212 JOINTS

PREPARED FOR:  
 538 ELMHURST, LLC  
 1200 WEST KENICOTT DRIVE  
 LAKE FOREST, ILLINOIS 60045  
 (847) 910-1225



PREPARED BY:  
**CEMCON, Ltd.**  
 Consulting Engineers, Land Surveyors & Planners  
 2280 White Oak Circle, Suite 100  
 Aurora, Illinois 60002-3875  
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 E-Mail: cadd@cemcon.com Website: www.cemcon.com

NO.		DATE	DESCRIPTION	REVISIONS	
1	01	08-11-11	ISSUED FOR CITY COMMISSION LETTER DATED 8-19-11 AND FOR COUNTY COMMISSION LETTER DATED 9-17-11	NO.	DATE

DRAINAGE AND GRADING PLAN				
538 ST. CHARLES ROAD COMMERCIAL BUILDING				
FILE NAME: GRADE	DSGN. BY: RWB	JOB NO.: 754-003	PLD. BY: PLS	SHEET NO. 10 OF 19
DR: 754003	DRN. BY: LAL	DATE: 1-10-11	SCALE: 1" = 10'	

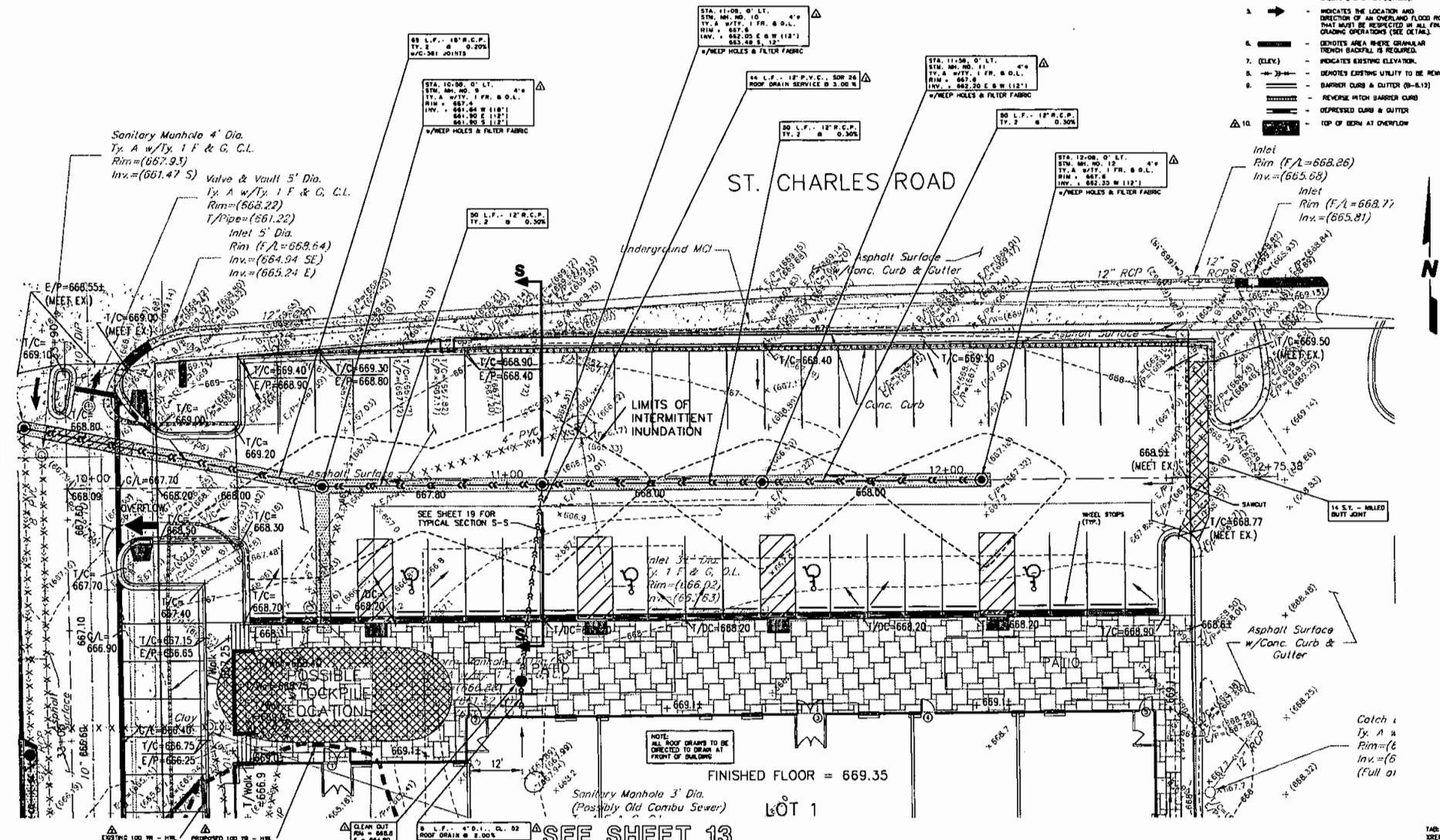
TAB 10-001  
 PREP-OVERALL  
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SEE SHEET 10

**DRAINAGE & GRADING NOTES**

- ELEVATIONS SHOWN FOR ALL CURB BULETS, CATCH BASINS, AND MANHOLES ARE TOP OF CURB.
- ALL CURBS SHALL BE BACKFILLED TO WITHIN 6" OF THE TOP OF CURB.
- EXISTING DRAINAGE TILES ENCOUNTERED DURING CONSTRUCTION SHALL BE PRESERVED OR REPIVED IN ACCORDANCE WITH SPECIFICATION (SEE SHEET 2).
- WATERMARK PROTECTION (SEE SHEETS 2 & 3 FOR DETAILS).
- INDICATES THE LOCATION AND DIRECTION OF AN OVERLAND FLOOD ROUTE THAT MUST BE RESPECTED IN ALL FINAL GRADING OPERATIONS (SEE DETAIL).
- INDICATES AREA WHERE GRANULAR TRENCH BACKFILL IS REQUIRED.
- (ELEV.) INDICATES EXISTING ELEVATION.
- INDICATES EXISTING UTILITY TO BE REMOVED.
- BARRIER CURB & GUTTER (9-8.12)
- REVERSE MATCH BARRIER CURB
- DEPRESSED CURB & GUTTER
- TOP OF BERM AT OVERFLOW

**ST. CHARLES ROAD**



SEE SHEET 13

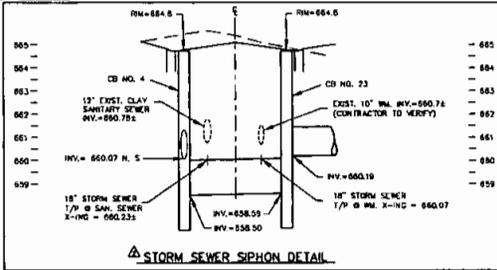
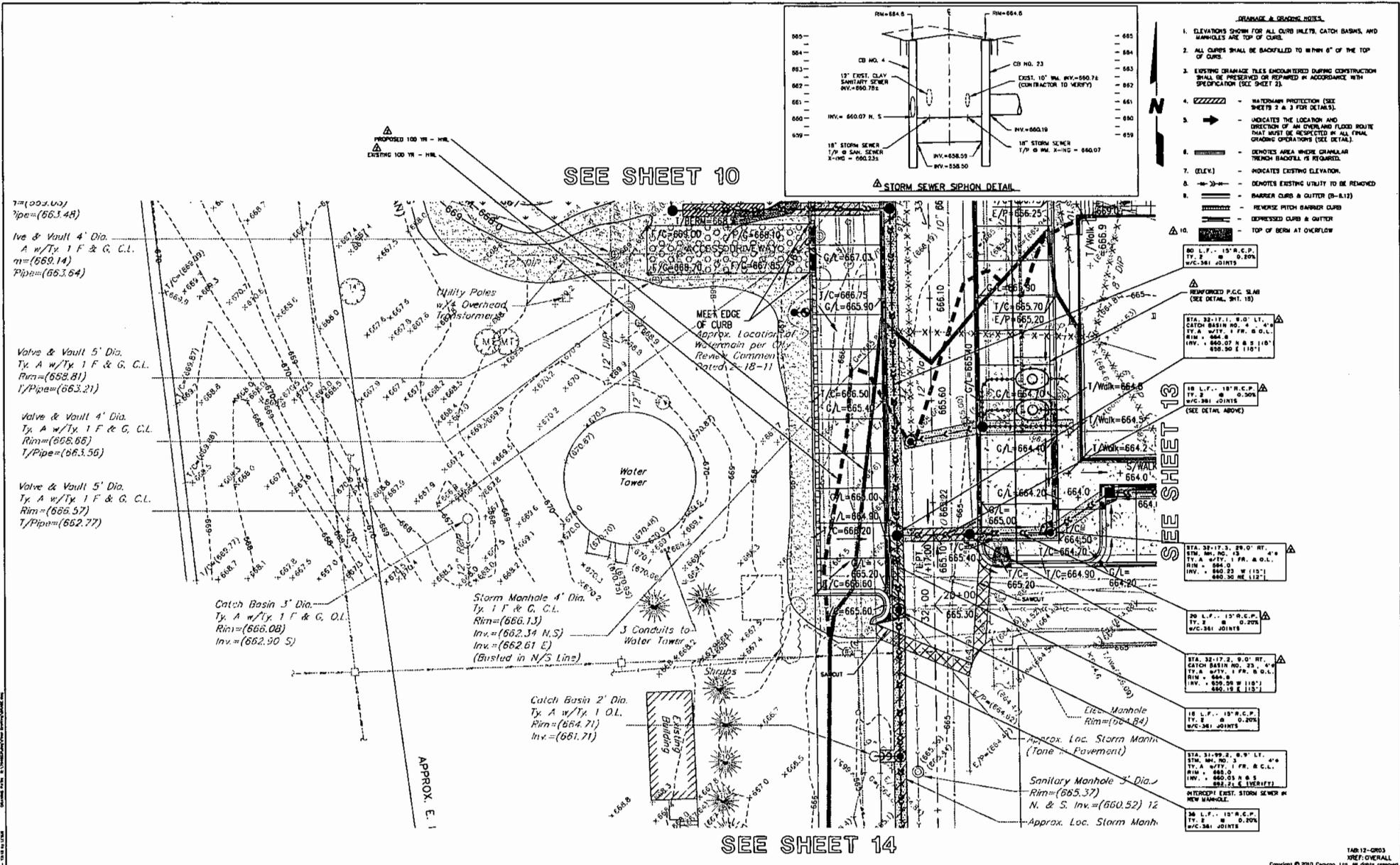
PREPARED FOR:  
538 ELMHURST, LLC  
1200 WEST KENICOTT DRIVE  
LAKE FOREST, ILLINOIS 60045  
(847) 910-1225

PREPARED BY:  
**CEMCON, Ltd.**  
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E-Mail: 606@cemcon.com WebSite: www.cemcon.com

NO.		DATE	DESCRIPTION	REVISIONS	
01	01	01-11-11	REVISED ONE SIDE TRAP, WAT. SERV. & ROOF DRAIN CONNECTIONS		
02	01	01-11-11	REVISED FOR CITY COMMENTS LATER DATES 3-19-11, 4-09-11, COUNTY COMMENTS LATER DATES 4-17-11		

DRAINAGE AND GRADING PLAN				
<b>538 ST. CHARLES ROAD COMMERCIAL BUILDING</b>				
FILE NAME: GRADE	DSGN. BY: RMB	JOB NO.: 734-003	FLD. BK./PG.: ---	SHEET NO. 11 OF 19
DR: 734003	DRN. BY: LAL	DATE: 1-10-11	SCALE: 1" = 10'	

TAB-11-002  
XREF: OVERALL  
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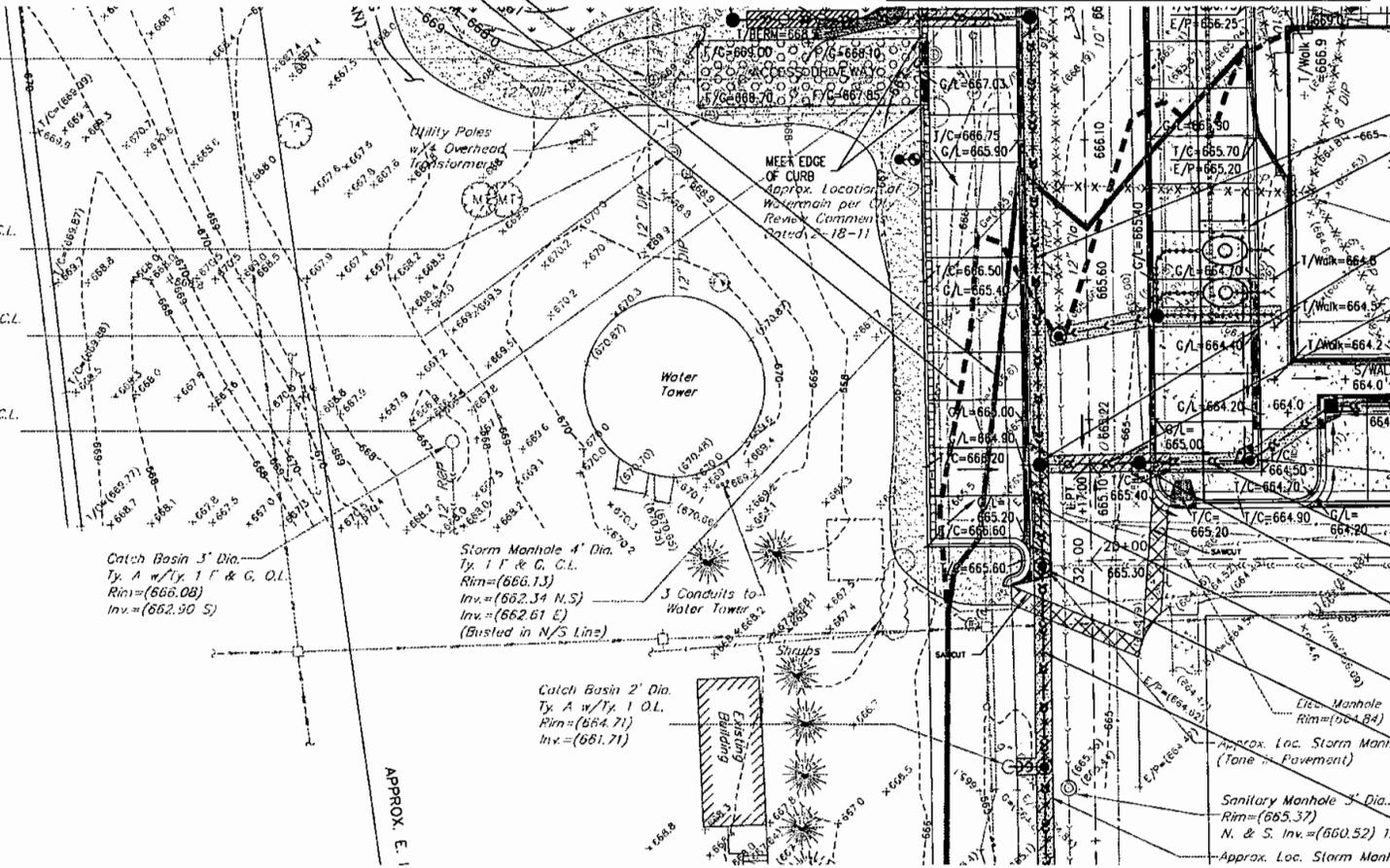
- DRAINAGE & GRADING NOTES**
- ELEVATIONS SHOWN FOR ALL CURB INLETS, CATCH BASINS, AND MANHOLES ARE TOP OF CURB.
  - ALL CURBS SHALL BE BACKFILLED TO WITHIN 6" OF THE TOP OF CURB.
  - EXISTING DRAINAGE FILES ENCOUNTERED DURING CONSTRUCTION SHALL BE PRESERVED OR REPAIRED IN ACCORDANCE WITH SPECIFICATION (SEE SHEET 2).
  - WATERMAIN PROTECTION (SEE SHEETS 2 & 3 FOR DETAILS).
  - INDICATES THE LOCATION AND DIRECTION OF AN OVERLAND FLOOD ROUTE THAT MUST BE RESPECTED BY ALL FINAL GRADING OPERATIONS (SEE DETAIL).
  - DENOTES AREA WHERE GRANULAR TRENCH BACKFILL IS REQUIRED.
  - (ELEV.) - INDICATES EXISTING ELEVATION.
  - INDICATES EXISTING UTILITY TO BE REMOVED.
  - BARRIER CURB & GUTTER (B-8.12)
  - REVERSE PITCH BARRIER CURB
  - DEPRESSED CURB & GUTTER
  - TOP OF BERM AT OVERTLOW

7" (663.63)  
 Pipe=(663.48)  
 Valve & Vault 4' Dia.  
 Ty. A w/Ty. 1 F & G. C.L.  
 m=(669.14)  
 Pipe=(663.64)

Valve & Vault 5' Dia.  
 Ty. A w/Ty. 1 F & G. C.L.  
 Rim=(668.81)  
 Pipe=(663.21)

Valve & Vault 4' Dia.  
 Ty. A w/Ty. 1 F & G. C.L.  
 Rim=(668.68)  
 Pipe=(663.56)

Valve & Vault 5' Dia.  
 Ty. A w/Ty. 1 F & G. C.L.  
 Rim=(668.57)  
 Pipe=(662.77)



- 80 L.F. 15" R.C.P.  
 TY. 2 @ 0.25%  
 W/C-361 JOINTS
- REINFORCED P.C.C. SLAB  
 (SEE DETAIL, SHEET 10)
- STA. 32+17.1, 9.0' LT.  
 CATCH BASIN NO. 2, 4' x 4'  
 TY. A w/Ty. 1 FR. & G. C.L.  
 RIM = 668.0  
 INV. = 660.07 @ 8.5' (10')  
 INV. = 660.50 @ 116"
- 18 L.F. 18" R.C.P.  
 TY. 2 @ 0.25%  
 W/C-361 JOINTS  
 (SEE DETAIL ABOVE)
- STA. 32+17.2, 29.0' RT.  
 CATCH BASIN NO. 23, 4' x 4'  
 TY. A w/Ty. 1 FR. & G. C.L.  
 RIM = 668.0  
 INV. = 660.23 @ 8.5' (10')  
 INV. = 660.30 @ 112"
- 28 L.F. 15" R.C.P.  
 TY. 2 @ 0.25%  
 W/C-361 JOINTS
- STA. 32+17.2, 9.0' LT.  
 CATCH BASIN NO. 23, 4' x 4'  
 TY. A w/Ty. 1 FR. & G. C.L.  
 RIM = 668.0  
 INV. = 660.53 @ 8.5' (10')  
 INV. = 660.21 @ 116" (VERIFY)
- 18 L.F. 15" R.C.P.  
 TY. 2 @ 0.25%  
 W/C-361 JOINTS
- STA. 31+99.2, 8.9' LT.  
 STW. MAN. NO. 3  
 TY. A w/Ty. 1 FR. & G. C.L.  
 RIM = 668.0  
 INV. = 660.53 @ 8.5' (10')  
 INV. = 660.21 @ 116" (VERIFY)
- 28 L.F. 15" R.C.P.  
 TY. 2 @ 0.25%  
 W/C-361 JOINTS

PREPARED FOR:  
 538 ELMHURST, LLC  
 1200 WEST KENICOTT DRIVE  
 LAKE FOREST, ILLINOIS 60045  
 (847) 910-1225

PREPARED BY:  
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NO.		DATE		DESCRIPTION	
01-28-11(A)	1	01-28-11(A)	1	REVISED GRADE TRAP, MAN. HOLES & ROOF DRAIN CONNECTIONS	
02-28-11(A)	2	02-28-11(A)	2	REVISION PER CITY COMMENT LETTER DATED 2-18-11 AND PER COUNTY COMMENT LETTER DATED 2-17-11	

**DRAINAGE AND GRADING PLAN**  
**538 ST. CHARLES ROAD COMMERCIAL BUILDING**

FILE NAME: GRADE	DSGN. BY: RWB	JOB NO.: 754.003	PLD. DK./P.D.: ---	SHEET NO. 12 OF 19
DRN. 754003	DRN. BY: LAL	DATE: 1-10-11	SCALE: 1" = 10'	

TAB-17-CR03  
 XREF: OVERALL  
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SEE SHEET 10

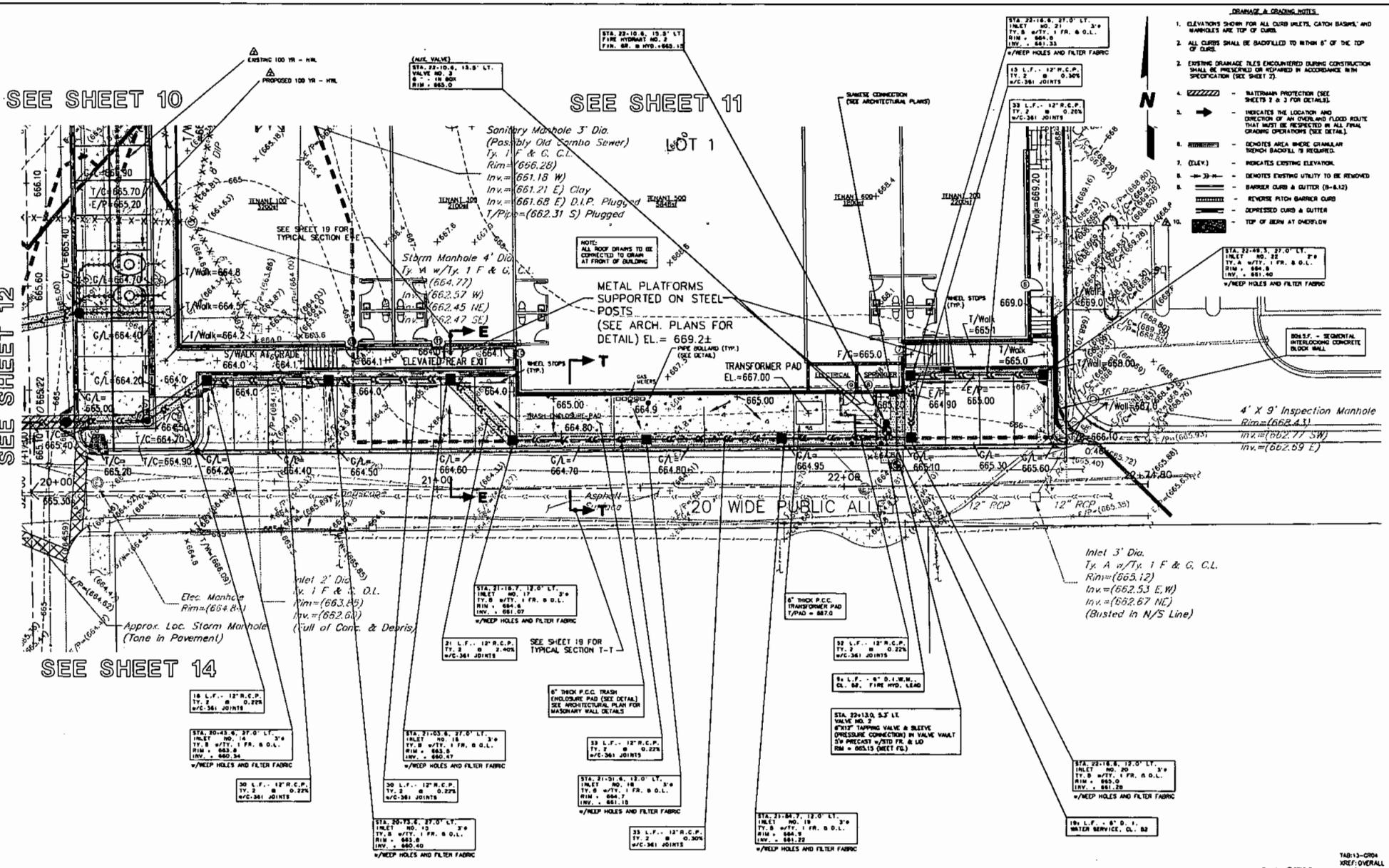
SEE SHEET 11

SEE SHEET 12

SEE SHEET 14

**DRAINAGE & GRADING NOTES**

- ELEVATIONS SHOWN FOR ALL CURB INLETS, CATCH BASINS, AND MANHOLES ARE TOP OF CURB.
- ALL CURBS SHALL BE BACKFILLED TO WITHIN 6" OF THE TOP OF CURB.
- EXISTING DRAINAGE TILES ENCOUNTERED DURING CONSTRUCTION SHALL BE PRESERVED OR REPAIRED IN ACCORDANCE WITH SPECIFICATION (SEE SHEET 2).
- WATERMARK PROTECTION (SEE SHEETS 2 & 3 FOR DETAILS).
- INDICATES THE LOCATION AND DIRECTION OF AN OVERLAND FLOOD ROUTE THAT MUST BE RESPECTED IN ALL FINAL GRADING OPERATIONS (SEE DETAILS).
- INDICATES AREA WHERE GRADUAL TRENCH BACKFILL IS REQUIRED.
- INDICATES EXISTING ELEVATION.
- INDICATES EXISTING UTILITY TO BE REMOVED.
- BARRIER CURB & GUTTER (B-6.12)
- REVERSE PITCH BARRIER CURB
- DEPRESSED CURB & GUTTER
- TOP OF BERM AT OVERFLOW



PREPARED FOR:  
**538 ELMHURST, LLC**  
 1200 WEST KENICOTT DRIVE  
 LAKE FOREST, ILLINOIS 60045  
 (847) 910-1225

PREPARED BY:  
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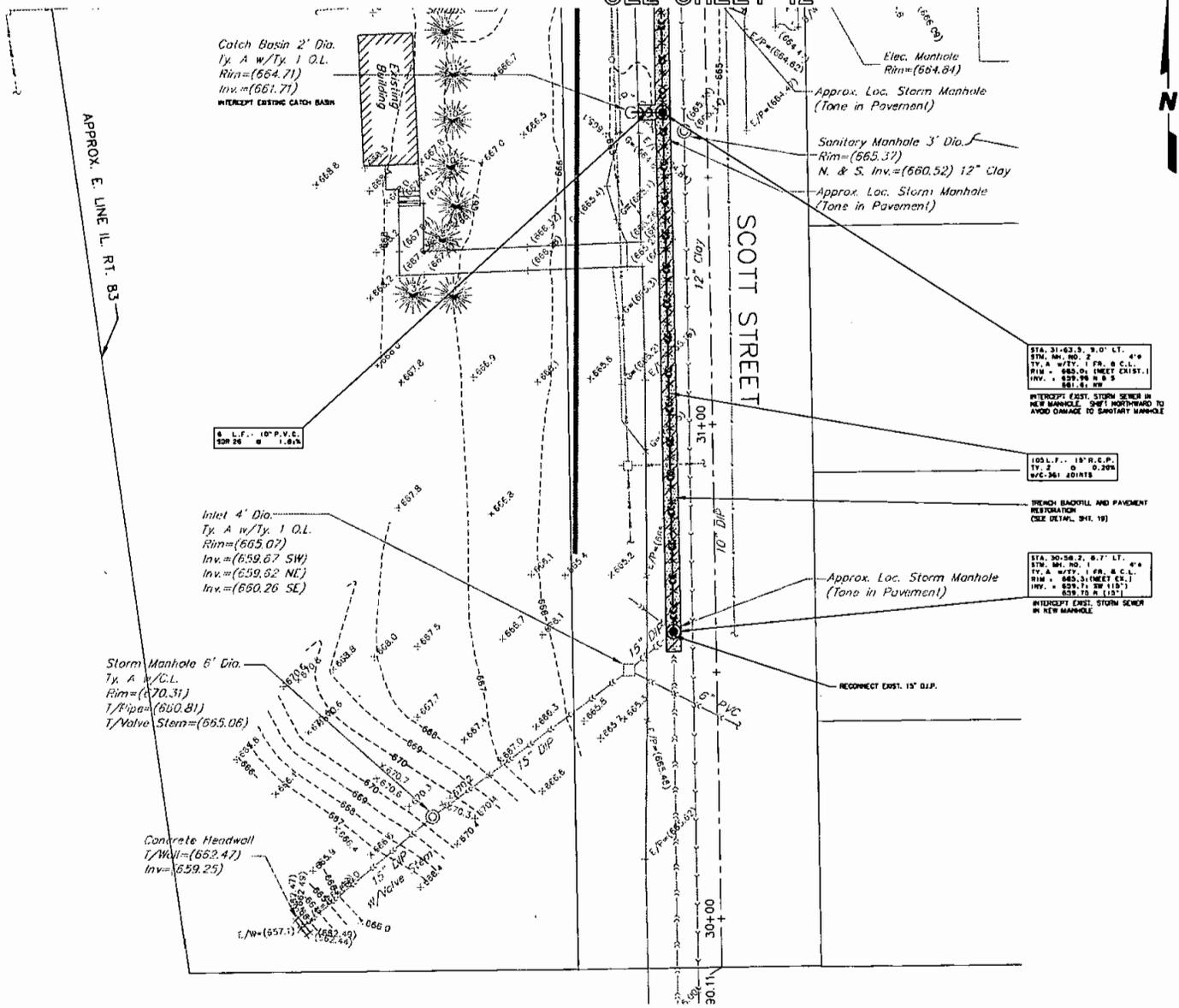
NO.		DATE		DESCRIPTION	
01	01-11-11	01	01-11-11	REVISED DRAIN, TRAP, SUMP, & SOUP DRAIN CONNECTIONS	
02	02-28-11	02	02-28-11	REVISED PER CITY COMMENT LETTER DATED 2-18-11 AND PER COUNTY COMMENT LETTER DATED 2-17-11	

**DRAINAGE AND GRADING PLAN**  
**538 ST. CHARLES ROAD COMMERCIAL BUILDING**

FILE NAME: GRADE    OSCH. BY: RMB    JOB NO.: 754.003    FLD. BK./PG.: ---    SHEET NO. 13 of 19  
 DRS: 754003    DRN. BY: LAL    DATE: 1-10-11    SCALE: 1" = 10'

TAB-13-C004  
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SEE SHEET 12



- DRAINAGE & GRADING NOTES**
- ELEVATIONS SHOWN FOR ALL CURB INLETS, CATCH BASINS, AND MANHOLES ARE TOP OF CURB.
  - ALL CURBS SHALL BE BACKFILLED TO WITHIN 6" OF THE TOP OF CURB.
  - EXISTING DRAINAGE TILES ENCOUNTERED DURING CONSTRUCTION SHALL BE PRESERVED OR REPAIRED IN ACCORDANCE WITH SPECIFICATION (SEE SHEET 2).
  - WATERMARK PROTECTION (SEE SHEETS 2 & 3 FOR DETAILS)
  - INDICATES THE LOCATION AND DIRECTION OF AN OVERLAND FLOOD ROUTE THAT MUST BE PREVENTED IN ALL FINAL GRADING OPERATIONS (SEE DETAIL).
  - INDICATES AREA WHERE CIRCULAR TRENCH BACKFILL IS REQUIRED.
  - INDICATES EXISTING ELEVATION.
  - INDICATES EXISTING UTILITY TO BE REMOVED.
  - BARRIER CURB & GUTTER (B-6.12)
  - REVERSE PITCH BARRIER CURB
  - DEPRESSED CURB & GUTTER

Catch Basin 2' Dia.  
Ty. A w/Ty. 1 O.L.  
Rim=(664.71)  
Inv.=(661.71)  
INTERCEPT EXISTING CATCH BASIN

Elec. Manhole  
Rim=(664.64)  
Approx. Loc. Storm Manhole  
(Tone in Pavement)

Sanitary Manhole 3' Dia.  
Rim=(665.37)  
N. & S. Inv.=(660.52) 12" Clay  
Approx. Loc. Storm Manhole  
(Tone in Pavement)

Inlet 4' Dia.  
Ty. A w/Ty. 1 O.L.  
Rim=(665.07)  
Inv.=(659.67 SW)  
Inv.=(659.52 NE)  
Inv.=(660.26 SE)

Storm Manhole 6' Dia.  
Ty. A w/C.L.  
Rim=(670.31)  
T/Pipa=(660.81)  
T/Valve Stem=(665.06)

Concrete Headwall  
T/Wall=(662.47)  
Inv.=(659.25)

STA. 31+62.5, 3'0" LT.  
STW. SH. NO. 2  
TY. 4 W/TY. 1 FR. 8 C.L.  
RIM = 665.01 (MEET EXIST.)  
INV. = 659.98 @ 8' 5"  
661.81 SW  
INTERCEPT EXIST. STORM SEWER IN NEW MANHOLE, SHIF. NORTHWARD TO AVOID DAMAGE TO SANITARY MANHOLE

105 L.F., 15" R.C.P.  
TY. 2 @ 0.25%  
W/C-261 20RHS  
TRENCH BACKFILL AND PAVEMENT RESTORATION (SEE DETAIL, SH. 19)

STA. 30+58.2, 8.7' LT.  
STW. SH. NO. 4  
TY. 4 W/TY. 1 FR. 8 C.L.  
RIM = 660.31 (MEET EX.)  
INV. = 659.71 SW (15")  
659.70 @ 1.05%  
INTERCEPT EXIST. STORM SEWER IN NEW MANHOLE

RECONNECT EXIST. 15" D.I.P.

PREPARED FOR:  
538 ELMHURST, LLC  
1200 WEST KENICOTT DRIVE  
LAKE FOREST, ILLINOIS 60045  
(847) 910-1225



PREPARED BY:  
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Ph: 830.862.2100 Fax: 830.862.2199  
E-Mail: cedd@cemcon.com Website: www.cemcon.com

NO.		DATE	DESCRIPTION	REVISIONS	
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION

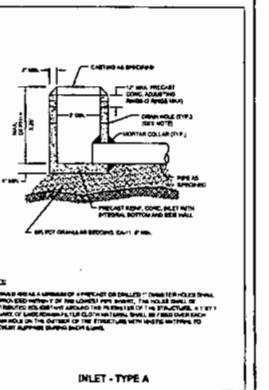
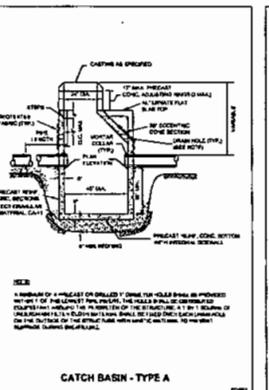
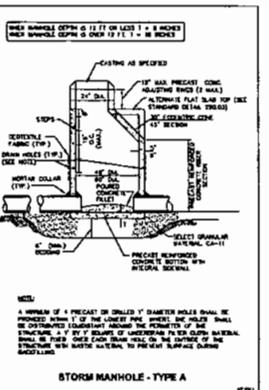
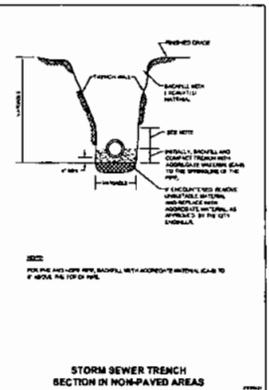
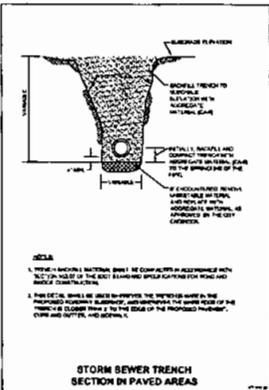
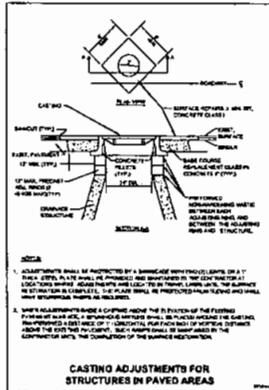
**DRAINAGE AND GRADING PLAN**  
**538 ST. CHARLES ROAD COMMERCIAL BUILDING**

FILE NAME: GRADE	DISCN. BY: RWB	JOB NO.: 754-003	PLD. DR./PRG.: ---	SHEET NO. 14 of 19
DR: 754003	DRN. BY: LAL	DATE: 1-10-11	SCALE: 1" = 10'	

TAB-14-CR00  
REF: OVERALL  
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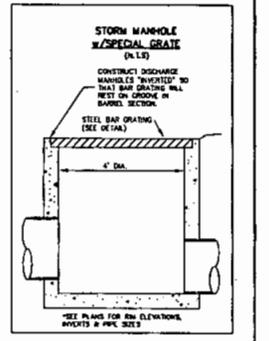
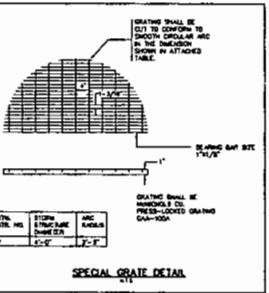
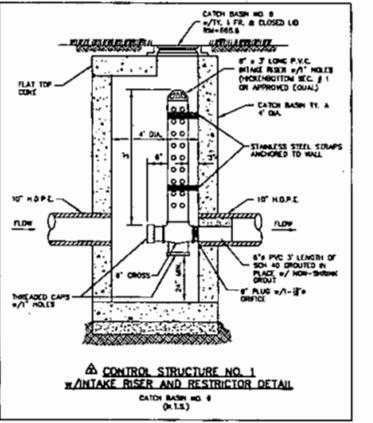
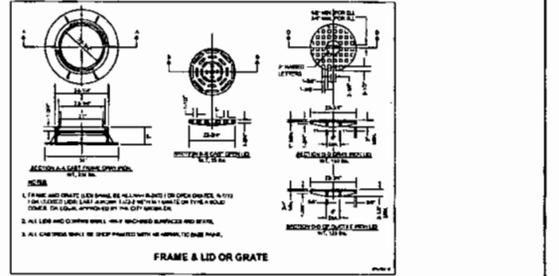
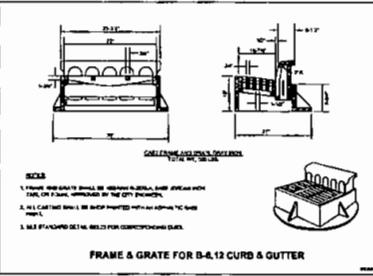
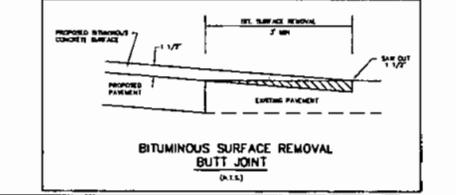
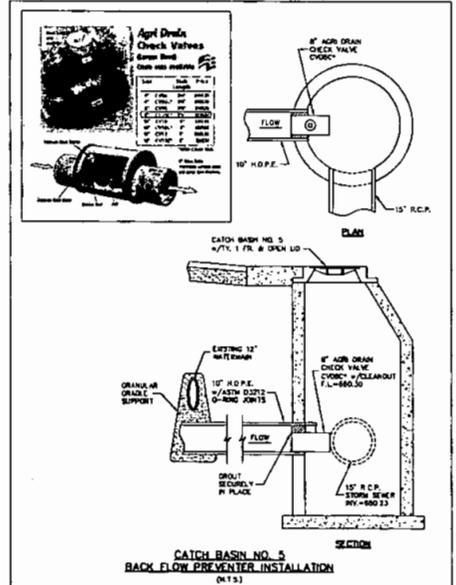


**STORMWATER QUALITY UNIT: FEATURES & BENEFITS**

- Instantly installed - assures performance
- Total suspended solids removal exceeds 97%
- Removes silt and debris
- Removes floatables and trash
- Unit is lightweight and easy to install using universal laser and adjustment
- Adjusts filters allow for easy inspection and maintenance of contaminant capture
- Compatible with PRINSCO pipe and accessories
- Efficient, with a moving parts, resulting in trouble free operation
- Simple to install, resulting in reduced, installation, and maintenance
- Simple to maintain

**AVAILABLE SIZES:**

Product Name	SPWQ Number	SPWQ Length (ft)	SPWQ Width (ft)	SPWQ Depth (ft)	Total Capacity (gals)	Flow Rate (gpm)	Flow Rate (cfs)	Flow Rate (MGD)
WQ4020	20	20	20	20	114	12	1.51	0.73
WQ4040	40	40	40	40	228	24	3.02	1.46
WQ4060	60	60	60	60	342	36	4.53	2.19
WQ4080	80	80	80	80	456	48	6.04	2.85
WQ4100	100	100	100	100	570	60	7.55	3.52
WQ4120	120	120	120	120	684	72	9.06	4.19
WQ4140	140	140	140	140	798	84	10.57	4.86
WQ4160	160	160	160	160	912	96	12.08	5.53
WQ4180	180	180	180	180	1026	108	13.59	6.20
WQ4200	200	200	200	200	1140	120	15.10	6.87



PREPARED FOR:  
**538 ELMHURST, LLC**  
 1200 WEST KENICOTT DRIVE  
 LAKE FOREST, ILLINOIS 60045  
 (847) 910-1225

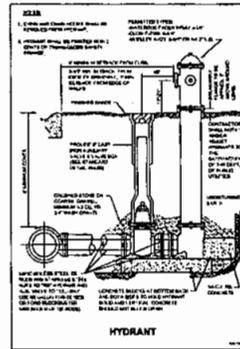
PREPARED BY:  
**CEMCON, Ltd.**  
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 2280 White Oak Circle, Suite 100  
 Aurora, Illinois 60007-8873  
 Ph: 630.882.2100 Fax: 630.882.2189  
 E-mail: ceg@cemcon.com WebSite: www.cemcon.com

NO.		DATE		DESCRIPTION	
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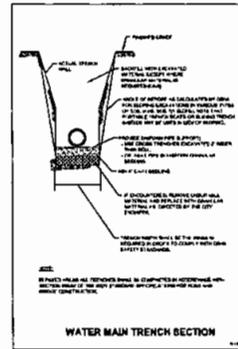
REVISIONS				
NO.	DATE	DESCRIPTION	NO.	DATE

**DRAINAGE STRUCTURE DETAILS**  
**538 ST. CHARLES ROAD COMMERCIAL BUILDING**

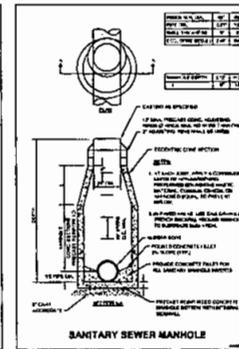
FILE NAME: DETAILS	DSGN. BY: RMB	JOB NO.: 754.003	PLD. BK./PG.: ---	SHEET NO.
DRN: 754003	DRN. BY: LAL	DATE: 1-10-11	SCALE: 1" = 20'	17 of 19



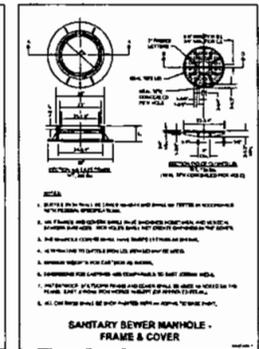
HYDRANT



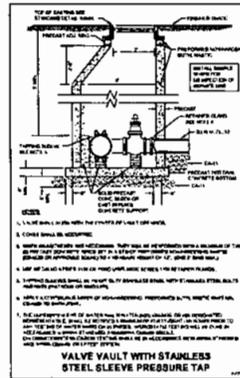
WATER MAIN TRENCH SECTION



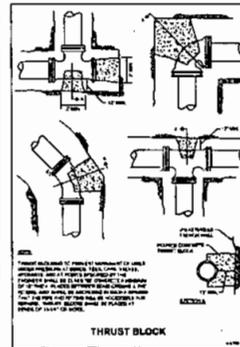
SANITARY SEWER MANHOLE



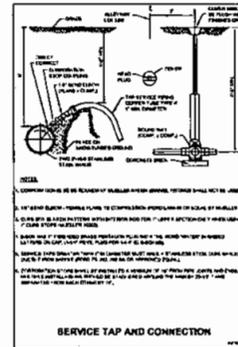
SANITARY SEWER MANHOLE - FRAME & COVER



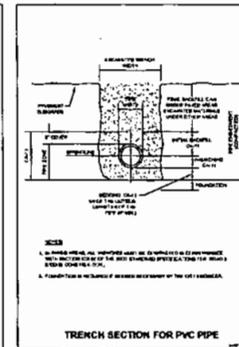
VALVE VAULT WITH STAINLESS STEEL SLEEVE PRESSURE TAP



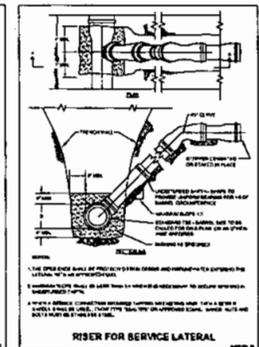
THRUST BLOCK



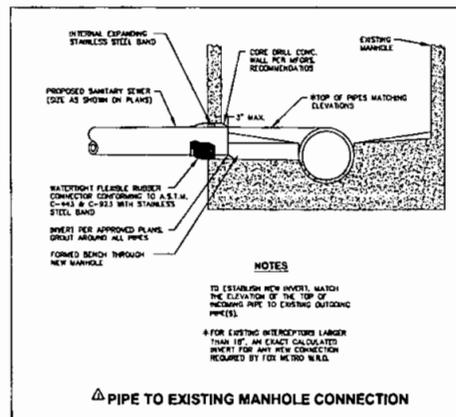
SERVICE TAP AND CONNECTION



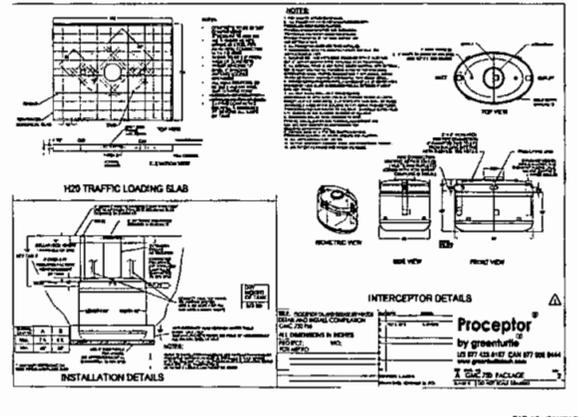
TRENCH SECTION FOR PVC PIPE



RISER FOR SERVICE LATERAL



PIPE TO EXISTING MANHOLE CONNECTION



H2O TRAFFIC LOADING GLASS

INSTALLATION DETAILS

INTERCEPTOR DETAILS

Proceptor by greenleaf

TAB: 18 - SANITARY

XREF: OVERALL

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PREPARED FOR:  
538 ELMHURST, LLC  
1200 WEST KENICOTT DRIVE  
LAKE FOREST, ILLINOIS 60045  
(847) 910-1225



PREPARED BY:  
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NO.		DATE	DESCRIPTION	REVISIONS		NO.	DATE	DESCRIPTION
1	1	02-10-10	ISSUED DETAILS - DESIGN, TRAP & PUMP ROOM, TELE. RM					
2	2	02-10-10	REVISED PER CITY COMMENT LETTER DATED 2-10-11 AND PER COUNTY COMMENT LETTER DATED 2-17-11					

**SANITARY SEWER AND WATERMAIN DETAILS**  
538 ST. CHARLES ROAD COMMERCIAL BUILDING

FILE NAME: DETAILS	DISGN. BY: RWB	JOB NO.: 754.003	PLD. DR./PG.: ---	SHEET NO. 16
DIR: 754.003	DRN. BY: LAL	DATE: 1-10-11	SCALE: 1" = 20'	OF 19



**EXHIBIT "E"**

**Plat of Vacation for Scott Street Right-of-Way**

**SEE ATTACHED**



**EXHIBIT "F"**

**Easement and Operation Agreement**

**SEE ATTACHED**

For Recorder's Use only

**EASEMENT AND OPERATION AGREEMENT**

This **EASEMENT AND OPERATION AGREEMENT** ("Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011, between the **CITY OF ELMHURST**, an Illinois municipal corporation (the "City"), and **538 ELMHURST, LLC**, an Illinois limited liability company (the "Owner").

**WITNESSETH:**

**WHEREAS**, Owner is the owner of certain real property located in the City of Elmhurst in the Chase Plaza Resubdivision ("Resubdivision") immediately east of the southeast corner of Route 83 (Robert Kingery Highway) and St. Charles Road, which real property is commonly known as known 538 St. Charles Road, in the City, and is legally described on **Exhibit "A"**, which is attached hereto and made a part hereof. ("Lot 1").

**WHEREAS**, the City is the owner of certain real property located in the City of Elmhurst immediately west of Lot 1 and located at the southeast corner of Route 83 (Robert Kingery Highway) and St. Charles Road in the City, consisting of a portion of vacated Scott Street right-of-way and adjoining City-owned property, more particularly described on **Exhibit "B"** attached hereto and made part hereof (hereinafter called the "City Property"); and

**WHEREAS**, the Lot 1 Owner is desirous of developing Lot 1 with a retail building and related development Project, including, but not limited, stormwater management and storage; public utilities for gas, electric, phone cable, and sanitary sewer; landscaping; ingress, egress, parking, and traffic circulation (collectively, the "Project").

**WHEREAS**, in order for the Lot 1 Owner to construct the Project, it is necessary for the City to (i) grant and reserve on and across the City Property, a vehicular and pedestrian access, ingress and egress easement, to the general public, which includes but is not limited to tenants, customers, employees, agents, invitees and occupants of Lot 1 and the adjacent Lot 2 of the Chase Plaza Resubdivision ("Lot 2") (Lot 1 and Lot 2 are hereinafter collectively referred to herein as the "Lots"), and (ii) provide certain easements on the City Property to the Lot 1 Owner, for the following:

- 1) Public Utilities and Drainage;
- 2) Parking;
- 3) Landscape;

- 4) Stormwater Management; and
- 5) Temporary Construction.

The above referenced easements (collectively, the "Easements") are depicted and described on the Easement Exhibit, attached hereto and made a part hereof as **Exhibit "C"** (the "Easement Exhibit").

**WHEREAS**, the City has agreed to grant the Easements in accordance with that certain Development Agreement by and between the City and the Lot 1 Owner of even date herewith (the "Development Agreement").

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

### **ARTICLE I – GRANT OF EASEMENTS**

**Section 1.01. Public Access Easement.** The City does hereby grants and reserves to the general public, which includes but is not limited to the tenants, customers, employees, agents, invitees and occupants of the Lots a non-exclusive perpetual easement, to and from adjacent public roads and rights-of-way, in, upon and over all areas indicated and legally described as "**Public Access Easement**" on the Easement Exhibit, for the perpetual, non-exclusive, right, privilege and authority for providing a means of vehicular and pedestrian access to and from Lot 1 to the adjacent public roads and rights-of-way, to serve the Project. The City may promulgate and enforce reasonable rules and regulations regarding the use of the Public Access Easement, it being understood that the City has a strong interest in protecting and controlling the movement of public vehicular traffic on, across and over the Public Access Easement.

**Section 1.02. Parking Easement.** The City does hereby grant, reserve and convey solely to the Lot 1 Owner, its successors and assigns, and its tenants, customers, employees, agents, invitees, occupants and mortgagees an exclusive, perpetual easement, in, upon and over all areas indicated and legally described as "**Parking Easement**" on the Easement Exhibit, for the exclusive, perpetual right, privilege and authority for providing a means of vehicular parking, solely for the benefit of Lot 1.

**Section 1.03. Public Utilities and Drainage Easement.**

(a) Easements are hereby granted, reserved and conveyed to the Lot 1 Owner, and to those public or private utility companies operating under franchise from the City, including, but not limited to, Nicor Gas, ComEd, Xfinity and AT&T, and their successors and assigns, over all areas marked "**Public Utilities and Drainage Easements**" indicated and legally described on the Easement Exhibit, for the non-exclusive perpetual right and authority to survey, construct, reconstruct, repair, inspect, maintain and operate (the "Easement Work") various utility transmission and distribution systems, and all storm and sanitary sewers, together with any and all necessary manholes, meters, pipelines, valves, hydrants, sprinkler controls, conduit, catch basins, connections, appliances and other structures and appurtenances as may be deemed necessary by the

City, over, under, and through said indicated easement areas, together with the right of access across the City Property for necessary personnel and equipment to accomplish any of the Easement Work. Where an easement is used for both sewers and other utilities, such other utility installations shall be subject to the ordinances of the City, or such ordinances, rules and regulations of any other governmental agency having jurisdiction thereof. All utilities in the easement areas shall be underground, unless required to be above ground by the utility company providing such service, and shall not interfere with any other easement rights granted herein.

(b) The right is also granted to trim or remove any trees, shrubs, or other plantings on the easements herein granted that interfere with the easement rights granted hereunder.

(c) No buildings or other vertical structures shall be placed on said easement, but the same may be paved and striped, and used for gardens, shrubs, landscaping, and other purposes that do not interfere with the easement rights granted hereunder.

(d) Immediately after any Easement Work is completed in any area of the easement hereby created, the party completing such work shall restore the property to its original condition prior to such work being commenced.

Section 1.04. Stormwater Management Easement. The City does hereby grant, reserve and convey to the Lot 1 Owner, its successors and assigns, an exclusive perpetual easement, in, upon, over and through all areas indicated and legally described as “**Stormwater Management Easement**” on the Easement Exhibit, for the perpetual right, privilege and authority to provide a means of stormwater storage and maintenance for the benefit of Lot 1.

Section 1.05. Landscape Easement Area. The City does hereby grant, reserve and convey to the Lot 1 Owner, its successors and assigns, an exclusive perpetual easement, in, upon, over and through all areas indicated and legally described as “**Landscape Easement**” on the Easement Exhibit, for the purposes of access, planting and maintaining, perennial flower beds, bushes and natural grasses, pursuant to the final landscape plans as approved by the City.

Section 1.06. Temporary Construction Easement.

(a) The right and privilege of access over, on and under a portion of the City Property for the purpose of constructing the stormwater management system (“Stormwater Management System”), and to install plants and maintain the landscape area is hereby granted, reserved and conveyed on, over and through the area indicated and legally described on the Easement Exhibit as “**Temporary Construction Easement**”. Other than the improvements and modifications to be made to the City Property in conjunction with the development of Lot 1, the Lot 1 Owner shall restore as near as possible the Temporary Easement Area to the condition existing prior to such entry or construction.

(b) The Temporary Construction Easement shall remain in full force and effect until one (1) year after completion of construction on Lot 1 and the City Property.

Section 1.07. Limitations. Except as required for the Project improvements, no signs, fences, landscaped areas, curbing, barriers, walls, utilities, or other structures which would prohibit the free flow of pedestrian or automotive traffic on the Easements described in Sections 1.01, 1.02, and 1.03 shall be erected by any person or party hereto or any other person or party to whom these easements run. No party shall hereafter grant an easement or easements of any type set forth in this Agreement or otherwise to any person for the benefit of property other than the Lots and the City Property as set forth herein, or otherwise so burden the easements granted herein. Except for the City identification sign and related supports, as depicted on the Site Plan, no buildings, landscaping, structures or improvements of any type above three (3') feet in height (other than described in this Agreement), will be planted or built in or on the Landscape Easement.

Section 1.08. Reservation of Rights. Any rights to the City Property not specifically granted to the Lot 1 Owner herein are reserved for the City and its successors and/or assigns. Subject to the provisions of Section 1.07, above, this Agreement is expressly subject to the rights of third parties to maintain utilities permitted by the City in, on, over and below any of the easements contained herein. The City reserves the exclusive right to grant third party rights over, under, across or parallel to the said easement, provided that such third party rights do not unreasonably interfere with the easement herein granted or impair the usefulness or safety of said easements.

## **ARTICLE II - MAINTENANCE AND OPERATION**

Section 2.01. Maintenance of Public Access Easement and Parking Easement. The Lot 1 Owner, at its sole cost and expense, shall maintain in good order, condition and repair the Public Access Easement and the Parking Easement, and keep all improvements on such Public Access Easement and the Parking Easement free of dirt, refuse and debris, and free of snow and ice. Without limiting the generality of anything set forth in this Article, the Lot 1 Owner shall be obligated to maintain or cause to be maintained the improvements on Public Access Easement and the Parking Easement in good order, condition and repair and shall perform, without limitation, the following services as applicable: (i) inspect, maintain, repair, repave and replace the surface of Public Access Easement and the Parking Easement, including paved vehicle traffic access lanes and driveways, curbs and sidewalks, keeping them level, smooth and evenly covered with the type of surface material originally installed thereon or such substitute therefore as shall be in all respects equal in quality specifications, appearance and durability; (ii) promptly remove all papers, debris, filth, refuse and snow and ice from the Public Access Easement and the Parking Easement and wash or sweep paved such areas as required; (iii) maintain, replace and repair all of its parking area entrances, exit directional signs, markers, sidewalks and lights as shall be reasonably required and in accordance with the good business practices; (iv) repair and replace striping, markers and directional signs as necessary to maintain them in first-class condition; (v) maintain, repair and replace landscaping as necessary to preserve the first class appearance of the Public Access Easement and the Parking Easement; (vi) clean signs on Public Access Easement and the Parking Easement, including re-lamping and repairing as required; (vii) repair, maintain and replace or cause to be repaired, maintained or replaced, all utility systems (including but not limited to water, storm sewer, gas, electrical and sanitary sewer lines) that are located on the Public Access Easement and the Parking Easement; and (viii) promptly remove from paved vehicle traffic access drives, lanes and parking areas all impediments to vehicular and pedestrian traffic.

Section 2.02. Maintenance of Stormwater Management Easement. The Lot 1 Owner, at its sole cost and expense, on behalf of itself, its successors and assigns, and all future holders of title to Lot 1, shall install, maintain, operate and repair the stormwater management system ("Stormwater Management System") at all times in a manner consistent with the plans and/or specifications approved by the City (and upon request, furnish proof of compliance therewith), including but not limited to the "Stormwater Collection, Conveyance and Management System Monitoring and Maintenance Program," described on **Exhibit "E,"** attached hereto and made a part hereof. The Lot 1 Owner grants to the City and its designees the right of access upon, over and across the Stormwater Management Easement to inspect the Stormwater Management System and to perform any maintenance of the Stormwater Management System (and to store equipment necessary therefor) which the Lot 1 Owner has failed to perform, if such failure continues for thirty (30) days after written notice from the City (except in the event of an emergency, e.g., where personal injury or material damage to property may be imminent) and to store within the Stormwater Management Easement such equipment (and for such temporary period) as reasonably shall be necessary to complete such performance. No provision hereof shall be deemed or interpreted to impose any duty of the City, its agents, officials and employees to perform any maintenance operation, repair or other work in, on or for the Stormwater Management System.

Section 2.03. Maintenance of Landscape Easement Area. The Lot 1 Owner, at its sole cost and expense, shall provide all landscape services on the Landscape Area Easement relating solely to the planting, care, and maintenance of perennial flowers and natural grasses as approved by the City pursuant to approved final plans for the Project. Except as specifically stated herein, the Lot 1 Owner shall have no other or further obligations relating to the Landscape Area Easement.

Section 2.04 Failure to Operate and Maintain. If the Lot 1 Owner fails to perform any of its obligations under Sections 2.01, 2.02, and 2.03, and such default shall continue for thirty (30) days after receipt of written notice thereof from the City (provided, that in the case of emergency, only such advance notice as may be practicable in the circumstances shall be required), the City shall have the right to cure such default (including paying any sum of money or doing any act that requires payment of money,) and to be reimbursed by the Lot 1 Owner on demand for the City's, reasonable costs and expenses, including reasonable attorneys' fees, incurred in connection with curing such default, plus interest at the lesser of the highest lawful rate, or the corporate base rate of interest charged from time to time by Bank of America, plus three percent (3%). Such right to reimbursement shall be secured by a lien on Lot 1 in favor of the City, and the City may record documents evidencing such lien, and record its rights, accordingly. In addition to other remedies provided for above, upon the Lot 1 Owner's failure to maintain the Stormwater Management System and Stormwater Management Easement (after notice, where required as aforesaid), the City shall be entitled to all remedies at law or equity to enforce the obligations of the Lot 1 Owner hereunder, including all remedies for the abatement of a nuisance, which remedies shall be cumulative and not exclusive. If a judgment is entered against the Lot 1 Owner as a result of such failure, the Lot 1 Owner shall pay all reasonable attorneys' fees and costs of the City actually incurred in connection with such enforcement. The City shall not be liable to the Lot 1 Owner or any party claiming through the Lot 1 Owner for any damage caused by the City in the

performance of any maintenance undertaken hereunder, unless such damage shall have been caused by wanton or willful conduct or gross negligence of the City and/or any of its employees, servants, invitees, permittees, agents, representatives, contractors and/or subcontractors. Failure to enforce a right granted hereunder shall not be deemed a waiver of such right or any other rights hereunder. No party shall be liable for failure to enforce the provisions hereof.

### **ARTICLE III - INDEMNIFICATION**

Section 3.01. Indemnification. The Lot 1 Owner shall save, defend, indemnify and hold the City harmless (except for loss or damage resulting from the gross negligence or willful misconduct of the City, its agents contractors or employees) from and against any and all claims, actions, suits, judgments, damages, liability and expense, including reasonable attorneys' fees, in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the City Property, or occasioned wholly or in part by any act or omission of the Lot 1 Owner, its agents, contractors, employees, servants or licensees.

### **ARTICLE IV – INSURANCE**

Section 4.01. Insurance. (a) The Lot 1 Owner shall obtain and maintain, or shall cause to be obtained and maintained, at all times public liability insurance insuring against claims on account of death, bodily injury or property damage that may arise from or be occasioned by the condition or use or of the Easements by its invitees, licensees customers, and employees of the Lot 1 Owner. Said insurance shall be obtained and maintained in a reputable insurance company or companies qualified to do business in the State of Illinois and having limits for bodily injury or death in the amounts of not less than Three Million and No/100 Dollars (\$3,000,000.00) for single occurrence, Three Million and No/100 Dollars (\$3,000,000.00) with respect to general aggregate limits, and property damage insurance in an amount not less than Five Hundred Thousand and No/100 Dollars (\$500,000.00). Such insurance shall with respect to the Easements and the City Property name the owners and their lenders (provided the name and address of the lender has been provided) as well as the City and the Lot 1 Owner, and their successors and assigns as additional insureds thereunder. Such insurance shall provide that the insurance may not be cancelled without at least ten (10) days' prior written notice being given by the insurer to each party named as an additional insured. The Lot 1 Owner shall pay or cause to be paid, the cost of such insurance as provided herein.

(b) Any insurance provided for in this Section 4.01 shall be approved by the City, whose approval shall not be unreasonably, withheld, conditioned or delayed, and may be effected by a blanket policy or policies of insurance, or under so-called "all risk" or "multi-peril" insurance policies, provided that the amount of the total insurance available shall be at least the protection equivalent to separate policies in the amounts herein required, and provided further that in other respects, any such policy or policies shall comply with the provisions of this Section 4.01. An increased coverage or "umbrella policy" may be provided and utilized to increase the coverage provided by individual or blanket policies in lower amounts, and the aggregate liabilities provided by all such policies shall be satisfactory provided they otherwise comply with the provisions of this Section 4.01.

## **ARTICLE V - REAL ESTATE TAXES**

**Section 5.01. Real Estate Taxes.** If, as a result of the Easements provided for herein, the City Property becomes assessed and liable for ad valorem real estate taxes on any portion of the City Property (other than the Temporary Construction Easement area) the Lot 1 Owner agrees to pay all real estate taxes and assessments thereon. The Lot 1 Owner shall have the right to contest such assessments on behalf of the City so long as it does so at its sole cost and expense. The City agrees to cooperate with the Lot 1 Owner in such contest and to execute any and all complaints, affidavits and other documentation (so long as same is truthful and accurate) as is reasonably necessary in order to assist the Lot 1 Owner in such contest. All such real estate taxes so assessed shall be timely paid buy the Lot 1 Owner. If the Lot 1 Owner fails to timely pay such real estate taxes, and such failure shall continue for thirty (30) days after receipt of written notice thereof from the City, the City shall have the right to pay such real estate taxes, including any late fees or interest, and to be reimbursed by the Lot 1 Owner on demand for the City's, reasonable costs and expenses, including reasonable attorneys' fees, incurred in connection with paying such taxes, plus interest at the lesser of the highest lawful rate, or the corporate base rate of interest charged from time to time by Bank of America, plus three percent (3%). Such right to reimbursement shall be secured by a lien on Lot 1 in favor of the City, and the City may record documents evidencing such lien.

## **ARTICLE VI - MECHANICS' LIENS**

**Section 6.01.** (a) Any mechanic's or materialmen's liens which may be filed for Easement Work performed by or on behalf of the Lot 1 Owner and which affects the City Property shall be bonded and/or discharged by the Causing Owner at its expense within thirty (30) days of the Lot 1 Owner's receipt of notice of any such filing from the City. The Lot 1 Owner agrees to save, defend, indemnify and hold the City harmless for any loss, cost, damages, liability or expense arising on account of any mechanics' liens arising on account of construction performed by or on behalf of the Lot 1 Owner, its employees or agents.

## **ARTICLE VII - REMEDIES**

**Section 7.01.** (a) If the Lot 1 Owner or the City shall default in the performance of its obligations hereunder, then the non-defaulting party shall, in addition to all other remedies it may have at law or in equity, after thirty (30) business days' prior written notice to the defaulting party (or in the event of an emergency then after such notice as its practical under the circumstances), have the right, but not the obligation, to perform such obligation on behalf of such defaulting party and be reimbursed by such defaulting party for the cost thereof, together with interest thereon at the rate of five percent (5%) in excess of the corporate base rate of interest charged from time to time by Bank of America for commercial loans, plus reasonable attorney and collection fees. Notwithstanding the foregoing (except in the event of any emergency where the health, safety and welfare, or imminent harm is at stake, in which event the non-defaulting party can cure after such notice as is practical under the circumstances), the non-defaulting party shall not commence to cure any default or failure by the defaulting party, if the defaulting party commences to cure same within said thirty (30) business days' period and proceeds with due dispatch and diligence and in good faith to complete such cure. In addition, the non-defaulting party shall be entitled forthwith to obtain an injunction to specifically enforce the performance of such obligation, the parties hereby

acknowledging the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach; and/or to relief by all other available legal and equitable remedies from the consequences of such breach. All costs and expenses of any such proceeding shall be assessed against the defaulting party.

(b) Any payment required to be paid pursuant to this Agreement shall accrue interest from the due date until paid at the rate of five percent (5%) in excess of the corporate base rate charged by the Bank of America for commercial loans to its most preferred commercial customers (or the highest interest rate otherwise allowed by law, if the law providing the highest interest rate is less than the foregoing).

(c) No delay or omission of any party in the exercise of any right accruing upon any default of any other party shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provisions of this Agreement. Except as otherwise specifically provided in this Agreement, no remedy provided in this Agreement shall be exclusive, but each shall be cumulative with all other remedies provided in this Agreement, and at law or in equity.

(d) It is expressly agreed that no breach of the provisions of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement; but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Agreement. No breach of the provisions of this Agreement shall defect or render invalid the lien of any mortgage or deed of trust made in good faith and for value covering any part of Lot 1, and any improvements thereon. The provisions of this Agreement shall be binding upon and effective against any owner of Lot 1, or any portion thereof, whose title is acquired by foreclosure or trustee's sale or any grantee by deed in lieu of foreclosure or trustee's sale.

(f) In the event any party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of Acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of the other party, adverse weather conditions preventing the performance of work as certified to by an architect, war or other reason beyond such party's control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Lack of funds or financial inability to perform shall not be deemed to be a cause beyond the control of such party.

## **ARTICLE VIII - TERM**

Section 8.01. The term of this Agreement shall continue in perpetuity.

## ARTICLE IX - TRANSFERS

Section 9.01. Each and every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made, granted or assumed, as the case may be, by either party to this Agreement is made by such party not only personally for the benefit of the other party hereto, but also as Owner of Lot 1, and shall constitute equitable servitude on the portion of City Property appurtenant to and for the benefit of the other portions of the City Property. Any transferee of any part of Lot 1 and the City Property shall automatically be deemed, by acquiring title to any portion of Lot 1 and the City Property, to have assumed all obligations of this Agreement relating thereto and to have agreed with the then Owner or Owners of all other portions of Lot 1 and the City Property to execute any and all instruments and to do any and all things reasonably required to carry out the intention of this Agreement. If any transferor shall expressly condition the transfer of its interest in such portion of Lot 1 and the City Property on the assumption by its transferee of the obligations imposed on such transferor and such transferee assumes in writing such obligations, such transferor shall upon the completion of such transfer be relieved of all further liability under this Agreement, except such liability as may have arisen during its period of ownership of the portion of Lot 1 and the City Property so conveyed and which remains unsatisfied.

Section 9.02. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion the City Property to the general public, or for any public use or purpose whatsoever, except as expressly set forth herein, it being the intention of the parties hereto and their successors and assigns and that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

## ARTICLE X - NOTICES

Section 10.01. Any notice, report or demand required, permitted or desired to be given under this Agreement ("Notice"), shall be in writing and shall be deemed to have been sufficiently given or served for all purposes on (i) the date of personal hand delivery, or (ii) the date of delivery (or refusal) by registered or certified mail, postage prepaid, return receipt requested, or (iii) by nationally recognized overnight delivery service (public or private) with proof of delivery, to the respective parties of which the party giving notice has actual knowledge, addressed as follows, or to such other addresses as the parties may from time to time designate by Notice:

If to the City:	City of Elmhurst 209 N. York Street Elmhurst, Illinois 60126 Attention: City Manager
With a copy to:	City of Elmhurst 209 N. York Street Elmhurst, Illinois 60126 Attention: General Counsel

If to Lot 1 Owner: 538 Elmhurst, LLC  
1200 W. Kennicott Drive  
Lake Forest, Illinois 60045  
Attention: Jason Smith

with a copy to: Michael D. Firsel  
2801 Lakeside Dr., Suite 207  
Bannockburn, Illinois 60015

### **ARTICLE XI - COMPLIANCE WITH LAWS**

Section 11.01. Each party hereto, without cost or expense to the other party, shall promptly comply or cause compliance with all laws and ordinances which may at any time be applicable to buildings and improvements contained on its property; provided, however, that each party shall have the right to contest, by appropriate legal or administrative proceedings diligently conducted in good faith, the validity or application of any such law or ordinance, and may delay compliance until a final decision has been rendered in such proceedings and appeal is no longer possible, unless such delay would render Lot 1 and the City Property, or any portion thereof, liable to forfeiture, involuntary sale or loss, or result in involuntary closing of any business conducted thereon, or subject the other party to a monetary obligation or criminal liability in which case the affected party shall immediately take such steps as may be necessary to prevent any of the foregoing, including posting bonds or security, or complying with such law, ordinance, rule and regulation. If compliance with any such law or ordinance would prevent the party to whose property such law applies from performing any of its obligations under this Agreement, and such party does not contest the applicability or validity of such law or ordinance, the other party may contest same at such contesting party's expense in accordance with the procedures and subject to the limitations hereinabove set forth, and during the pendency of such contest, the party whose property is affected shall delay compliance in accordance with the provisions contained hereinabove. Each non-contesting party shall cooperate to the fullest extent necessary with any contesting party in any proceeding undertaken pursuant to this provision, including execution of necessary documents or consents to such contest, provided all costs and expenses incurred with respect to such cooperation shall be paid by the contesting party and provided, further, that a party or its property shall not thereby incur any monetary obligation or criminal liability.

### **ARTICLE XII - ESTOPPEL CERTIFICATES**

Section 12.01. The Lot 1 Owner may, at any time and from time to time, in connection with the sale or transfer of Lot 1, or in connection with the financing or refinancing of said Lot 1, by mortgage, deed of trust, or sale-leaseback made in good faith and for value, deliver a written notice to the City requesting that the City execute a estoppel certificate certifying that the Lot 1 Owner is not in default in the performance of its obligations under this Agreement, or, if in default, describing therein the nature and amount of any default and any other information reasonably required. The City shall execute and return such estoppel certificate within ten (10) days following its receipt

therefor. Failure by the City to so execute and return such certificate within the specified period shall be deemed an admission by the City that the Lot 1 Owner is current and not in default in the performance of its obligations under this Agreement. The parties acknowledge that such estoppel certificate may be relied upon by transferees, mortgagees, deed of trust trustees, beneficiaries and leaseback-lessors.

### **ARTICLE XIII- LIMITATION OF LIABILITY**

Section 13.01. Limitation of Liability. If the City or the Lot 1 Owner shall fail to perform any covenant, term, obligation, or condition of this Agreement upon such party's part to be performed, and as a consequence of such default any party shall recover a money judgment against such party, such judgment shall be satisfied only out of party's equity in such party's property.

Section 13.02. Liability For Insurance Obligations. The exculpations under this Article 13 shall not apply (and the party shall remain fully liable) with respect to liability accruing on account of a party's failure to satisfy such party's any insurance obligations under this Agreement, or on account of the amount of a deductible maintained by a party with respect to insurance to be maintained pursuant to this Agreement.

### **ARTICLE XIV - MISCELLANEOUS**

Section 14.01. (a) If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative, or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(b) This Agreement shall be construed in accordance with the laws of the State of Illinois.

(c) The Article headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

(d) Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

(e) This Agreement and the terms, covenants and conditions shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

(f) This Agreement may be amended, modified or terminated at any time by a declaration in writing, executed and acknowledged by the Lot 1 Owner and the City.

(g) In the event that any party hereto brings or commences legal proceedings to enforce any of the terms of this Agreement, and a judgment or award shall determine the successful party in

such action, such party shall be entitled to receive from the losing party or parties in such action a reasonable sum as attorneys' fees and court costs, to be fixed by the courts in such action.

(h) This Agreement shall not be construed more strongly against any party regardless of who is responsible for its preparation.

(i) The recitals are incorporated herein and made a part hereof.

(j) The failure of either party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder, at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

**CITY OF ELMHURST**, an Illinois  
municipal corporation

By: \_\_\_\_\_  
Name: Peter DiCianni  
Its: Mayor

Attest: \_\_\_\_\_  
Name: Patty Spencer  
Its: City Clerk

**538 ELMHURST, LLC**, an Illinois limited  
liability company

By: \_\_\_\_\_  
Name: Jason Smith  
Its: Manager

STATE OF ILLINOIS                    )  
                                                  ) SS.  
COUNTY OF DUPAGE                 )

I, \_\_\_\_\_, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Peter P. DiCianni, Mayor of the **CITY OF ELMHURST**, an Illinois municipal corporation, and Patty Spencer, City Clerk of said City, personally known to me to be the same persons whose names are subscribed to the foregoing **EASEMENT AND OPERATION AGREEMENT**, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Agreement, on behalf of the City and as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF ILLINOIS                    )  
                                                  ) SS.  
COUNTY OF \_\_\_\_\_                )

I, \_\_\_\_\_, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jason Smith, as manager of **538 ELMHURST, LLC**, an Illinois limited liability company personally known to me to be the same person whose name is subscribed to the foregoing **EASEMENT AND OPERATION AGREEMENT**, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Agreement, on behalf of the limited liability company and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT "A"**

**Legal Description of Lot 1**

Lot 1 in Chase Plaza Resubdivision, being a subdivision of part of the northeast quarter (1/4) of Section 10, Township 39 North, Range 11, East of the third principal meridian, according to the Plat thereof recorded January 22, 2009, as document R2009-008239, in DuPage County, Illinois

**EXHIBIT "B"**

**Legal Description of City Property**

City Lot:

THE NORTH 125 FEET OF THAT PART OF LOT 17 IN WOODRUFF'S ADDITION TO ELMHURST LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF ROBERT KINGERY HIGHWAY (STATE ROUTE 83) AND NORTH OF THE SOUTHERLY LINE OF LOT 7 IN WOODRUFF'S ADDITION TO ELMHURST EXTENDED WEST TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID KINGERY HIGHWAY, ALL IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Scott Street Right-of-Way:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

THAT PART OF SCOTT STREET LYING SOUTH OF ST. CHARLES ROAD (AS ORIGINALLY PLATTED), WEST OF LOT 1 IN CHASE PLAZA RESUBDIVISION, NORTH OF THE NORTH LINE OF LOT 6 IN WOODRUFF'S ADDITION TO ELMHURST EXTENDED WEST AND EAST OF THE EAST LINE OF LOT 17 IN WOODRUFF'S ADDITION TO ELMHURST, EXCEPTING THEREFROM THE SOUTH 20.00 FEET OF THE EAST 31.50 FEET THEREOF, IN DUPAGE COUNTY, ILLINOIS.

**EXHIBIT "C"**

**Easement Exhibit**

**SEE ATTACHED**



**EXHIBIT "D"**

**Site Plan**

**SEE ATTACHED**



## EXHIBIT "E"

### Stormwater Collection, Conveyance and Management System Monitoring and Maintenance Program

Lot 1 Owner hereby adopts and incorporates into the stormwater management permit the following programs and procedures:

- A. Stormwater collection and conveyance structures, including storm sewer pipes, inlets, manholes, catch basins and appurtenances shall be inspected twice annually. Accumulations of debris and any obstructions shall be removed from around the frame and grate and from within or around the inlet or outlet portal of each structure. At least once annually, sediment and debris shall be removed by manual bucketing or evacuator pump from catch basin structures, the outlet control structure, and from the stormwater quality treatment unit.
- B. Storm sewers, storm drains, inlets, manholes, catch basins, and other drainage appurtenances shall be kept clear of sediment and debris, retained at the elevations and to lines and grades intended, and maintained in an operable condition capable of conveying stormwater runoff.
- C. Parking lot pavements and driveways shall be maintained to the lines and grades established on the "Final Site Development Plans" to convey stormwater runoff in a free and unobstructed manner and to maintain the storage volume in depressional areas of the parking lot and driveways.
- D. The proper function of the stormwater storage facility is dependent upon maintaining both the structural integrity and the minimum elevation of the containment berm, overflow weirs, and basin contours, and it is also essential that the volume of potential storage available within the stormwater management facility be preserved. Substantial regrading, placement of earthen fill, or other earthwork operations that would change the elevation, impair the structural integrity, or diminish the volume contained within the basin shall be prohibited. Containment berms and overflow weirs shall be maintained at the elevations noted on the "Final Site Development Plans" and in good structural condition.
- E. A vegetative cover around and within the stormwater management facility is essential for the prevention of soil erosion and the deposition of sediments within the pond and into drainage structures. The periodic replanting and replacement of vegetation shall be required, when necessary, to maintain the vegetative cover. The scour mat around the manhole structure in the basin bottom shall also be periodically cleared of sediments which will tend to accumulate.

**EXHIBIT "G"**

**Illinois Department of Revenue Form Letter of Authorization**

**AUTHORIZATION FOR RELEASE OF SALES TAX INFORMATION**

The undersigned Taxpayer hereby authorizes the Illinois Department of Revenue ("IDOR") to disclose to the City of Elmhurst the amount of the local government's share of sales tax received on behalf of the taxpayer. Reporting for a period beginning with *tax collected by the department* during \_\_\_\_\_, \_\_\_\_\_ (beginning month/year) and ending with *tax collected by the department* in \_\_\_\_\_, \_\_\_\_\_ (ending month/year).

This information is to be released to the City of Elmhurst, attn: Clerk, Treasurer, Finance Officer, Comptroller, etc.

**BUSINESS SITE INFORMATION:**

# \_\_\_\_\_, Location # \_\_\_\_\_  
(Illinois Business Tax Number)

\_\_\_\_\_  
(Taxpayer/Business Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, Town, Village or County)

**TAXPAYER:** The undersigned is an owner/authorized officer of this business

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Telephone Number)

Note: All requests must have a beginning and ending date. Incomplete requests will be returned to the local government.