

AGENDA
OF BUSINESS TO BE BROUGHT BEFORE THE MEETING
OF THE CITY COUNCIL OF ELMHURST, ILLINOIS, 209 NORTH YORK
MONDAY, APRIL 4, 2011
7:30 P.M.

1. **Executive Session 6:00 p.m. – Appointment, Employment or Compensation of an Officer (Conf. Room #2)**
2. **Call to Order /Pledge of Allegiance/Roll Call**
3. **Proclamation – Autism Awareness Month**
4. **Proclamation – Child Abuse Prevention Month**
5. **Receipt of Written Communications and Petitions from the Public**
6. **Public Forum**
7. **Consent Agenda**
 - a. Minutes of the Regular Meeting Held on Monday, March 21, 2011 (City Clerk Spencer): Approve as published
 - b. Minutes of the Executive Session Held on Monday, March 21, 2011 (City Clerk Spencer): Receive and place on file
 - c. Accounts Payable – March 31, 2011 Total \$ 892,190.92
 - d. Canvass – April 5, 2011 Consolidated Election (City Clerk Spencer): Refer to the Finance, Council Affairs and Administrative Services Committee
 - e. Bid Results, Chevy Tahoe (City Clerk Spencer): Refer to the Public Affairs and Safety Committee (See item 6h.)
 - f. Report – 2011 Tree Purchase & Planting Program (PW&B)
 - g. Report – Bids, 2011 Contract Paving Program (PW&B)
 - h. Report – Bid, One (1) Chevrolet Tahoe Special Service Vehicle (PA&S) (see item 6e.)
 - i. Report – Request for 2011 Elmhurst Jaycees Carnival (PA&S)
 - j. Report – Pedicab Licensing and Annual Fees (PA&S)
 - k. Report – Risk Management Insurance Renewals – Fiscal 2012 (F,CA&AS)
 - l. Report – 538 W. St. Charles Road Variance – Oversight Committee Findings (Stormwater Oversight Committee)
 - m. O-12-2011 – An Ordinance Vacating a Portion of the Scott Street Right-of-Way
 - n. O-13-2011 – An Ordinance to Approve an Easement and Operation Agreement By and Between the City of Elmhurst and 538 Elmhurst, LLC
 - o. O-14-2011 – An Ordinance Approving and Authorizing the Execution of a Non-Exclusive License Agreement By and Between the Spring Road Business Association and the City of Elmhurst, DuPage and Cook Counties, Illinois (Pet/Bike Parade)
 - p. O-15-2011 – An Ordinance Approving and Authorizing the Execution of a Non-Exclusive License Agreement By and Between the York and Vallette Business Association and the City of Elmhurst, DuPage and Cook Counties, Illinois (Farmer's Market)
 - q. O-16-2011 – An Ordinance Approving and Authorizing the Execution of a Non-Exclusive License Agreement By and Between the Elmhurst Chamber of Commerce and the City of Elmhurst, DuPage and Cook Counties, Illinois (Memorial Day Parade)
 - r. O-17-2011 – An Ordinance Approving and Authorizing the Execution of a Non-Exclusive License Agreement By and Between Marie Ryan and the City of Elmhurst, DuPage and Cook Counties, Illinois (Annie Ryan Fun Run)

- s. ZO-02-2011 – An Ordinance Amending Ordinance Numbers ZO-01-2009, ZO-07-2009, ZO-03-2010 and ZO-18-2010 to Authorize an Additional Extension of Time for the Conditional Use for the Property Located at 188 West Butterfield Road, Elmhurst, Illinois
- t. ZO-03-2011 – An Ordinance Granting a Conditional Use Permit for the Purpose of Erecting a Communications Tower on the Property Commonly Known as Elmhurst Memorial Healthcare Business Operations Center, Located at 855 North Church Court, Elmhurst, Illinois (P.I.N. 03-26-301-017)

8. Committee Reports

- a. Report – Allied Waste Annual Contract Rate Adjustment (PW&B)
 1. Majority Report
 2. Minority Report

9. Reports and Recommendations of Appointed and Elected Officials

- a. Updates (Mayor DiCianni)
- b. Status of Progress on Stormwater Comprehensive Plan (City Manager Borchert)

10. Other Business

11. Announcements

12. Adjournment

**** Revision includes addition of item 3. Proclamation – Autism Awareness Month***

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

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF THE ELMHURST, ILLINOIS
HELD ON MONDAY, MARCH 21, 2011
209 NORTH YORK STREET
ELMHURST, ILLINOIS**

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**Copies To All
Elected Officials**
3/31/2011

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF ELMHURST, ILLINOIS
HELD ON MONDAY, MARCH 21, 2011
209 NORTH YORK STREET
ELMHURST, ILLINOIS**

EXECUTIVE SESSION 7:00 P.M. – SECURITY PROCEDURES AND THE USE OF PERSONNEL

1. Executive session was called to order at 7:00 p.m. by Clerk Spencer for the purpose of discussing Security Procedures and the Use of Personnel.

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

Absent: Mayor DiCianni, Paula Pezza, Pat Shea (arrived at 7:06 p.m.), Susan J. Rose (arrived at 7:02 p.m.)

Also in attendance: City Attorney Storino, City Manager Borchert, Assistant City Manager/Fire Chief Kopp, Police Chief Neubauer

Alderman Bram moved to appoint Alderman Mulliner Mayor Pro-Tempore in the absence of Mayor DiCianni. Alderman York seconded. Voice vote, motion carried.

Alderman Gutenkauf moved to convene into executive session for the purpose of discussing Security Procedures and the Use of Personnel. Alderman Bram seconded. Roll call vote:

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

Nays: None

11 ayes, 0 nays, 3 absent

Motion duly carried

Alderman Morley moved to adjourn executive session. Alderman York seconded. Voice vote. Motion carried. Executive session adjourned at 7:29 p.m.

CALL TO ORDER/ROLL CALL

Attendance: 80

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

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

Absent: None

Also in Attendance: City Attorney Storino, City Manager Borchert, Fire Chief/Assistant City Manager Kopp, Finance & Administration Director Gaston, Assistant Director of Finance & Administration Trosien, Public Works Director Hughes, Police Chief Neubauer, Museum Director Bergheger, Deputy Police Chief Buenz, Deputy Police Chief Panico, Library Director Boria

PLEDGE OF ALLEGIANCE

3. Alderman Levin welcomed Scout Master Jeff Klang of Troop 78 and Scouts Gunner Klang and Cody Kozar who led the Council in the Pledge of Allegiance.

PUBLIC HEARING – TENTATIVE ANNUAL 2011/2012 BUDGET FOR THE CITY OF ELMHURST, ILLINOIS

4. Mayor DiCianni opened the public hearing at 7:44 p.m.

Present: Diane Gutenkauf, Paula Pezza, Pat Shea, Norman Leader, 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: None

Mayor DiCianni stated the purpose of this Public Hearing is to take public comment concerning the City's proposed 2011/12 budget. He asked the City Clerk to read any written comments.

Clerk Spencer stated there were no written comments received.

Mayor DiCianni asked for anyone interested in speaking concerning the tentative Annual 2011/2012 Budget to please address the Council. The following persons spoke:

Tamara Brenner
137 N. Caroline Ave.
Elmhurst, IL 60126

Spoke regarding the budget timeline and the format of the budget stating it is difficult to follow the allocation of money from different funds and departments and there is too little time devoted to proper budget review.

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

Spoke regarding the budget and the \$17million increase which came from an increase of taxes. He also stated there is never an answer to the question "how much does it cost."

Liz Widenmeir
908 Saylor Ave.
Elmhurst, IL 60126

Spoke regarding the hiring of an Assistant City Manager.

Alderman Hipskind moved to adjourn the public hearing. Alderman York seconded. Voice vote. Motion carried. The public hearing adjourned at 7:56 p.m.

SWEARING-IN FIRE DEPARTMENT PERSONNEL – BRANDON RIGERT, FIREFIGHTER

5. Mayor DiCianni invited Brandon Rigert and his family to join him and Fire Chief Kopp at the podium. Mayor DiCianni administered the oath of office and welcomed Firefighter Rigert to the Elmhurst Fire Department.

PROCLAMATION – JIM NUDERA DAY

6. Mayor DiCianni invited Jim Nudera, his parents and York High School Wrestling Coach Terry Clark to join him at the podium. Mayor DiCianni read a proclamation declaring March 21, 2011 Jim Nudera Day in Elmhurst in recognition of all of his outstanding accomplishments.

Coach Clark stated in his 31 years at York High School, Mr. Nudera is one of the finest students and role models he has coached. He stated Jim Nudera exemplifies Character Counts in Elmhurst.

RECEIPT OF WRITTEN COMMUNICATIONS AND PETITIONS FROM THE PUBLIC

7. None.

PUBLIC FORUM

8. John Reboletti
625 W. Gladys Ave.
Elmhurst, IL 60126

Spoke against hiring an Assistant City Manager at the rate of \$150,000. He also asked for the sidewalk referendum vote and senior rebates for part-time workers.

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

Spoke on the budget document and asked how could the Council vote on a document they really don't understand. He stated there is time to ask real questions and try to get real answers.

Daniel Cusack
0S579 Kirk

Elmhurst, IL 60126

Spoke regarding the Capital Budget stating Elmhurst tax payers have paid \$12.8million for the new Elmhurst Hospital. He stated the tax payers will lose in real estate taxes and sales tax revenue at the hospital's new location. He stated the Elmhurst taxpayers are funding a profitable institution that doesn't respect the neighborhood.

Kathy Padberg
740 E. View St.
Lombard, IL 60148

Spoke as an 8th grade teacher in Elmhurst who values the Elmhurst Historical Museum (EHM) and asked the Council to realize how important and invaluable the EHM is to the City of Elmhurst.

Andrea Poplawski
190 W. Prospect Ave.
Elmhurst, IL 60126

Thanked Mayor DiCianni for supporting the Elmhurst College Electronics Recycling Event to be held on Saturday, April 9, 2011 from 9:00 a.m. – noon at the parking lot at the corner of Park & Myrtle.

Christine Smith
190 W. Prospect Ave.
Elmhurst, IL 60126

Spoke of the importance of the electronics recycling event and invited all residents to participate.

Scott M. Day
300 E. 5th Ave. #365
Naperville, IL 60540

Stated he is the attorney for Elmhurst Memorial Healthcare and will answer any questions regarding item r. on the Consent Agenda tonight.

Charles Collander
6934 Exner
Darien, IL 60561

Stated he represents Elmhurst Memorial Healthcare and will answer any questions regarding item r. on tonight's Consent Agenda.

CONSENT AGENDA

9. The following items on the Consent Agenda were presented:
 - a. MINUTES OF THE REGULAR MEETING HELD ON MONDAY, MARCH 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. MINUTES OF THE EXECUTIVE SESSION HELD ON THURSDAY, MARCH 11, 2011 (City Clerk Spencer): Receive and place on file
 - d. ACCOUNTS PAYABLE – MARCH 21, 2011 TOTAL \$ 1,177,292.88
 - e. APPOINTMENTS TO THE ELMHURST ECONOMIC DEVELOPMENT COMMISSION – SHANKLIN, MOSKAL, LOSTUMBO & GORSKI (Mayor DiCianni): Concur with the Mayor's recommendation.

March 10, 2011

To: Members of the City Council
Re: Appointments to the Elmhurst Economic Development Commission: William R. Schanklin, Steven Moskal, Nicola Lostumbo, and Maryann Gorski

With your advice and consent, I will appoint William R. Schanklin to the Elmhurst Economic Development Commission replacing Dan Hiffman for a term to expire April 30, 2013, appoint Steven Moskal to a term to expire April 30, 2012, appoint Nicola Lostumbo to a term to expire April 30, 2013 and appoint Maryann Gorski to a term to expire April 30, 2014.

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

- f. BID RESULTS, 2011 CONTRACT PAVING PROGRAM (City Clerk Spencer): Refer to the Public Works and Buildings Committee

March 15, 2011

TO: Mayor DiCianni and Members of the City Council
RE: Bid Results, 2011 Contract Paving Program

In response to an invitation to bid for the City of Elmhurst 2011 Contract Paving Program advertised in the Elmhurst Independent on Wednesday, February 23, 2011, bids were received from thirteen contractors. All bid packages were complete.

Bids were opened at 10:00 a.m. on Tuesday, March 8, 2011 by the City Clerk. The following is a summary of the bids received:

<u>Contractor</u>	<u>Bid Price</u>
Schroeder & Schroeder, Inc. Skokie, IL	\$1,557,847.04
Arrow Road Construction Mt. Prospect, IL	\$1,562,959.00
Orange Crush Hillside, IL	\$1,566,291.75
Brothers Asphalt Paving Addison, IL	\$1,582,022.95
G&M Cement Construction Addison, IL	\$1,584,774.55
C-A Construction Bloomingdale, IL	\$1,587,035.00
DiNatale Construction, Inc. Addison, IL	\$1,594,728.50
Chicagoland Paving Contractors, Inc. Lake Zurich, IL	\$1,639,980.15
K-Five Construction Lemont, IL	\$1,645,015.55
Johnson Paving Bloomingdale, IL	\$1,798,899.49
Triggi Construction West Chicago, IL	\$1,804,797.50
R.W. Dunteman Co. Addison, IL	\$1,846,980.84
Lorusso Cement Contractors West Chicago, IL	\$2,050,087.10

Respectfully submitted,
/s/ Patty Spencer
City Clerk

- g. REQUEST FOR PUSH CART (City Manager Borchert): Refer to the Public Affairs and Safety Committee

March 15, 2011

To: Mayor DiCianni and Members of the City Council
Re: Request for Push Cart

It is respectfully requested that the attached request from Todd Jones of Every Last Morsal for a push cart be referred to the Public Affairs and Safety Committee for their review and recommendation per section 31.134 of the Municipal Code (attached).

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

- h. PEDICAB LICENSING – ALDERMAN WAGNER (City Manager Borchert): Refer to the Public Affairs and Safety Committee

March 15, 2011

To: Mayor DiCianni and Members of the City Council
Re: Pedicab Licensing

It is respectfully requested that this matter be forwarded to the Public Affairs and Safety Committee for review, evaluation and subsequent recommendation for the City Council as requested.

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

- i. REFUSE & RECYCLING CONTRACT - COMPETITIVE BIDDING PROCESS REQUEST – ALDERMEN BRAM & PEZZA (City Manager Borchert): Refer to the Public Works and Buildings Committee

March 17, 2011

To: Mayor DiCianni and Members of the City Council
Re: Refuse and Recycling Contract - Competitive Bidding Process Request –Aldermen Bram & Pezza

It is respectfully requested that the attached request for review be forwarded to the Public Works and Buildings Committee. This Committee has traditionally reviewed this significant City provided service in the past and as to the bidding or negotiation of contract process for Council approval in the past and should do so in the future as well.

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

- j. INDUSTRIAL DISTRICT SIGNAGE – ALDERMAN SHEA (City Manager Borchert): Refer to the Development, Planning and Zoning Committee

March 17, 2011

To: Mayor DiCianni and Members of the City Council
Re: Industrial Districts Signage –Ald. Pat Shea

It is respectfully requested that the attached request for review of the City of Elmhurst sign ordinance be referred to the Development, Planning and Zoning Committee for review and recommendation to the City Council.

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

- k. REPORT – CITYWIDE EVANGELICAL CHURCH COMMUNITY REQUEST FOR TEMPORARY USE AND EVENT PERMIT AND USE OF CITY PROPERTY The following report of the Public Affairs and Safety Committee was presented for passage:

March 14, 2011

To: Mayor DiCianni and Members of the City Council
Re: Citywide Evangelical Church Community Request for Temporary Use and Event Permit and Use of City Property

The Public Affairs and Safety Committee met on March 14, 2011 to discuss the request from the Evangelical Elmhurst Church Community to unite together in a day of worship and commitment to serve the City on Sunday, August 28, 2011 in the Addison Street Parking Lot. A representative from the Evangelical Elmhurst Church Community was available to answer the Committee's questions.

The Elmhurst City Centre downtown site will be used by the evangelical church community for a day of worship and commitment on Sunday, August 28, 2011, starting at 8:00 a.m. and concluding at noon. The united service will commence at 10:00 a.m. and conclude by 11:30 a.m. It would consist primarily of music and story, with an emphasis on involvement by persons from each church hosting this occasion. The community would like to request use of the Park District bandwagon for this event and they will provide portable toilets.

The event will be open to the public and attendance is anticipated to be approximately 1,000 members from the involved churches.

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 Evangelical Elmhurst Church Community's request to use the Addison Street Parking Deck for a day of worship and commitment to serve the City on Sunday, August 28, 2011, starting at 8:00 a.m. and concluding at noon.

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

- l. REPORT – 2011 SPRING ROAD PET PARADE The following report of the Public Affairs and Safety Committee was presented for passage:

March 14, 2011

To: Mayor DiCianni and Members of the City Council
Re: 2011 Spring Road Pet Parade

The Public Affairs and Safety Committee met on March 14, 2011 to discuss the request from the Spring Road Association and the Elmhurst Chamber of Commerce and Industry to hold the 23rd Annual Pet and Bike Parade on Saturday, May 24, 2011. A representative from the Spring Road Association and Elmhurst Chamber of Commerce and Industry was available to answer the Committee's questions.

The parade will commence at 1:00 p.m. on Saturday, May 24, 2011, at Spring Road and Vallette Street, progressing north on Spring Road to end at the Canadian National railroad tracks in the parking lot of the Silverado Grill. The duration of the parade will be approximately 45 minutes.

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 Spring Road Association and the Elmhurst Chamber of Commerce and Industry's request to hold the 23rd Annual Pet and Bike Parade on Saturday, May 24, 2011, commencing at 1:00 p.m., lasting approximately 45 minutes.

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

- m. REPORT – ELMHURST CHAMBER OF COMMERCE MEMORIAL DAY PARADE – MAY 31, 2011 The following report of the Public Affairs and Safety Committee was presented for passage:

March 14, 2011

To: Mayor DiCianni and Members of the City Council
Re: Elmhurst Chamber of Commerce Memorial Day Parade – May 30, 2011

The Public Affairs and Safety Committee met on March 14, 2011 to discuss the request from the Elmhurst Chamber of Commerce to hold the 93rd Annual Memorial Day Parade on Monday, May 30, 2011. The Elmhurst Chamber of Commerce is organizing the Parade in cooperation with the City of Elmhurst and the Veterans Organizations of Elmhurst.

The Parade will assemble at York Street and Third Street at 8:15 a.m. with staging on Addison, Third, Michigan, Hahn, Illinois and York. The Parade will step off at 9:30 a.m. from York and Third and will proceed south down York to the Palmer Drive underpass heading east, south, and then west to York, turning south on York and then west on Church to Prospect Avenue and turning north past the reviewing stand where it will end near the Wilder Mansion.

The military ceremony will be held at the Veterans Memorial in Wilder Park at the conclusion of the Parade and will conclude by 1:00 p.m.

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 Chamber of Commerce's request to hold the 93rd Annual Memorial Day Parade on Monday, May 30, 2011, starting at 8:15 a.m. and concluding by 1:00 p.m.

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

- n. REPORT – ANNIE RYAN FUN RUN 2011 TEMPORARY USE & EVENT PERMIT REQUEST
The following report of the Public Affairs and Safety Committee was presented for passage:

March 14, 2011

To: Mayor DiCianni and Members of the City Council
Re: Annie Ryan Fun Run 2011 Temporary Use and Event Permit Request

The Public Affairs and Safety Committee met on March 14, 2011 to discuss the request from the Annie Ryan Fun Run committee to host the 12th Annual Annie Ryan 5K Run/Walk and 1-mile dash on Sunday, May 15, 2011. A representative from the Annie Ryan Fun Run committee was available to answer the Committee's questions.

The race will begin at 9:00 a.m. Arlington and South Avenues. Traffic Control will be provided at the following intersections for the estimated times shown:

- Poplar and South from 8:45 a.m. to 9:15 a.m.
- Poplar and Vallette from 9:00 a.m. to 9:40 a.m.

All City Departments have reviewed and approved this request.

Attached are details from the applicant regarding this special event, as well as the associated fees from the Police Department. Temporary uses of this type are addressed in Section 4.10, Temporary Uses and Events, of the Elmhurst Zoning Ordinance.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Council approve the request from the Annie Ryan Fun Run committee to hold the 12th Annual Annie Ryan 5K Run/Walk and 1-mile dash on Sunday, May 15, 2011, commencing at 9:00 a.m.

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

- o. REPORT – YORK & VALLETTE BUSINESS ASSOCIATION'S 2011 FARMERS MARKET The following report of the Public Affairs and Safety Committee was presented for passage:

March 14, 2011

To: Mayor DiCianni and members of the City Council
Re: York & Vallette Business Association's 2011 Farmers Market

The Public Affairs and Safety Committee met on March 14, 2011 to discuss the request from the York & Vallette Business Association regarding the 2011 Farmers Market.

The Elmhurst Municipal parking lot east of York on Vallette will be used as in the past. The market will commence on June 1st and run through October 26, 2011 on every Wednesday from 7:00 a.m. to 1:00 p.m.

The Elmhurst Chamber of Commerce will provide necessary event insurance and will make the policy available to the City Attorney prior to the event.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Council approve the York and Vallette Business Association's 2011 Farmers Market starting June 1st through October 26, 2011 on every Wednesday from 7:00 a.m. to 1:00 p.m.

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

- p. REPORT – PERSONAL COMPUTER AND SOFTWARE PURCHASE The following report of the Finance, Council Affairs and Administrative Services Committee was presented for passage:

March 15, 2011

To: Mayor DiCianni and Members of the City Council
Re: Personal Computer and Software Purchase

The Finance, Council Affairs and Administrative Services Committee met March 14, 2011 to review the purchase of replacement personal computers and Microsoft Office 2010 for the City of Elmhurst.

There are currently 175 computers (laptops and desktops) in service at the eight facilities in the City of Elmhurst. These computers were purchased 4.5 years ago and have exceeded their life cycle and warranty replacement.

Staff recommends purchasing 150 desktop computers and 35 laptops to replace the existing computers and have available spare computers. Staff also recommends upgrading Microsoft Office 2003 to Microsoft Office 2010, and purchasing 200 licenses to include installation in personal computers and MDT's in police cars.

The City of Elmhurst Information Technology (IT) staff has historically used HP personal computers and HP Servers. The City of Elmhurst has standardized on HP computers for reliability and performance and the IT staff recommends the same for this purchase. The IT staff also researched three sources of software vendors for Microsoft Office 2010.

Staff recommends that the City of Elmhurst retain the current standard of HP computers. Based on the quotes received below, staff recommends the purchase be made through Victorin Business Systems (GEM Reseller) to HP Computer Corporation for desktops and CDWG for laptops. The most competitive quote for Microsoft Office 2010 software purchase is from CDWG. The total project cost for the product from the recommended vendors is \$178,829.65.

HP 620 Notebook	CDWG	\$577.99
	Tigerdirect	\$637.99
	HP-GEM	\$678.20
HP SFF Desktop with 19 inch Monitor	HP-GEM	\$632.00
	CDGW	\$652.00
	Tigerdirect	\$675.57
Office Pro 2010	CDWG	\$319.00
	Tigerdirect	\$358.45
	Dell-ASAP	\$359.50

The Finance Committee concurs with staff recommendation. These items are budgeted in the fiscal 2011 IT budget in line items 110-2008-413-80-03 and 110-2008-413-80-31.

It is, therefore, the recommendation of the Finance, Council Affairs, and Administrative Services Committee that the City Council approve the purchase of 150 HP desktop computers from HP-GEM at a unit cost of \$632, 35 HP laptop computers from CDWG at a unit cost of \$577.99, and 200 Office Pro 2010 at a unit cost of \$319.

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

q. REPORT – WORKING CASH FUND REPAYMENT PLAN The following report of the Finance, Council Affairs and Administrative Services Committee was presented for passage:

March 15, 2011

To: Mayor DiCianni and Members of the City Council
Re: Working Cash Fund Repayment Plan

The Finance, Council Affairs and Administrative Services Committee met several times, most recently March 14, 2011, to review the current Working Cash Fund Policy and to develop a repayment plan for the current outstanding loan to the General Fund.

As the City Council will recall, the City of Elmhurst established a Working Cash Fund in 1938 in the amount of \$63,000, which was approximately 50% of the General Fund budget at that time. The fund was set up to enable the City to have in its treasury at all times sufficient funds to meet

operating expenses, and thereby eliminating the need of the General Fund to borrow money through tax anticipation notes from time to time. The Working Cash Fund has evolved to become an internal resource for funds for emergency purposes. In 2002, the City Council adopted the attached Working Cash Fund Policy.

In 1991, the General Fund borrowed \$450,000 due to significant financial stress. The principal was paid back in 1996 and the interest on the principal was paid in 2001. The General Fund once again experienced severe financial stress in fiscal 2009 and fiscal 2010. The City Council approved a \$250,000 loan from the Working Cash Fund as part of the fiscal 2009 budget review process. The transfer took place on March 11, 2009. The City Council also authorized an additional \$700,000 transfer as part of the fiscal 2010 budget review process, for a total loan of \$950,000. The second loan was transferred in two installments: \$194,000 on July 30, 2009, and \$506,000 on September 25, 2009.

The outstanding loan balance due to the Working Cash Fund from the General Fund at January 31, 2011, plus interest, was \$952,079.42. The Working Cash Fund Policy requires that a repayment plan be developed. Although the General Fund fund balance is below the fund balance goal of three to four months operating expenditures, the Finance Committee believes it is prudent to begin to systematically repay the Working Cash Fund. After discussion, it was the consensus of the Finance Committee to recommend the following repayment plan:

- Repayment term of five years, with 20% of the principal, plus interest, repaid each fiscal year, effective with fiscal 2011. Interest will be computed using the Illinois Funds average monthly interest rates.
- A minimum payment of 10% of the principal, plus interest, pursuant to specific City Council action to reduce the payment from 20% of the principal, plus interest.
- A maximum payment of 25% of the principal, plus interest, pursuant to specific City Council action to increase the payment from 20% of the principal, plus interest.
- The repayment plan will be reviewed each fiscal year at the end of the third quarter until the loan is repaid, to determine if adjustments to the plan are appropriate.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council adopt the repayment plan as stated above for repayment of the loan from the Working Cash Fund to the General Fund, in the amount of \$950,000, plus interest.

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

- r. REPORT - CASE NUMBER 11 P-01/ELMHURST MEMORIAL HEALTHCARE CONDITIONAL USE - 855 N. CHURCH COURT BUSINESS OPERATIONS CENTER The following report of the Development, Planning and Zoning Committee was presented for passage:

March 15, 2011

TO: Mayor DiCianni and Members of the City Council
RE: Case Number 11 P-01/Elmhurst Memorial Healthcare Conditional Use - 855 N. Church Court Business Operations Center Request for a Conditional Use Permit to allow the erection of a 192 foot tall microwave communications tower.

The Development, Planning and Zoning Committee met on March 14, 2011 to review the Zoning and Planning Commission report dated March 3, 2011. The applicant, Elmhurst Memorial Healthcare (hereinafter sometimes referred to as "EMH"), is requesting a conditional use permit to allow the erection of a 192 foot microwave communication tower at the subject site. The Committee also reviewed the documentation supplied by the Applicant, the Staff report and the transcript of the

public hearing. The Committee noted that the Zoning and Planning Commission unanimously voted to recommend approval of this request.

The Committee discussed the location of the proposed 192 foot communication tower and noted that EMH currently has a microwave dish antenna located on the two-hundred (200) foot tall DuComm tower (Betsy Ware Right-of Way @ I290 and the Commonwealth Edison transmission lines); the EMH microwave dish antenna is currently located on the DuComm tower at a height of 150 feet.

Because microwave dish antenna require line-of-sight to another antenna, additional height is necessary to communicate with the new hospital campus under construction at York Street and Brush Hill Road. The Committee noted that the DuComm tower is at capacity and cannot accept the microwave dish antenna at the 192 foot height.

The Committee notes that EMH contemplated other locations including the new hospital campus at York Street and Brush Hill Road. The other locations contemplated are characterized as predominately single-family residential; the proposed location on Church Court is predominately industrial with high tension power lines, other communication towers, and Interstate 290.

After review of the Standards for Conditional Uses 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.

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

Respectfully submitted,
Development, Planning and Zoning Committee
/s/ Steven Morley
Chairman
/s/ Susan J. Rose
Vice-Chairman
/s/ Norman Leader

s. REPORT – TIMOTHY CHRISTIAN SCHOOLS – REQUEST FOR EXTENSION The following report of the Development, Planning and Zoning Committee was presented for passage:

March 15, 2011

TO: Mayor DiCianni and Members of the City Council

RE: Timothy Christian Schools – Request for Extension

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

The Development, Planning and Zoning Committee met on March 14, 2011 to discuss this request. The Committee reviewed the letter dated March 11, 2011 from the Applicant requesting a 6-month extension. The letter indicates that the Timothy Christian School additions (approved by Ordinance ZO-01-2009) are not substantially underway at this time due to economic conditions and a change in the position of Superintendent. This is the fourth request for a six (6) month time extension; the Applicant requested the first six (6) month extension in September, 2009. This extension was granted by City Council as Ordinance ZO-07-2009. The Second extension was granted by City Council on March 15, 2010 as Ordinance ZO-03-2010. The third extension was granted by City Council on September 20, 2010 as Ordinance ZO-18-2010.

The Committee discussed this matter and the conditions associated with the request. There were no serious questions or issues during review of the original application, and the Committee does not anticipate any problems with providing the requested extension. The Committee supports the request and has no objections to the requested extension. The Applicant stated that there are no changes to the approved Conditional Use plans; the request is a result of a delay in funding. Additionally, Timothy Christian Schools has hired a new Superintendent and is in the process of hiring a new Business Manager who will be in charge of this project. The Applicant indicated that, because of the new staff positions, Timothy Christian Schools may have to ask for an additional six (6) month extension in September, 2011. The Committee agreed to and recommends a nine (9)

month extension, to December 31, 2011, to allow the time necessary for the Applicant to fund the project and begin construction.

Therefore, it is the recommendation of the Development, Planning and Zoning Committee that the request for extension be approved for a period of nine (9) months to December 31, 2011. The City Attorney is hereby directed to prepare the necessary documents for City Council approval.

Respectfully submitted,
Development, Planning and Zoning Committee
/s/ Steven Morley
Chairman
/s/ Susan J. Rose
Vice-Chairman
/s/ Norman Leader

- t. O-10-2011 – AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE LICENSE AGREEMENT BY AND BETWEEN ELMHURST RUNNING CLUB, INC. AND THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS

Ordinance O-10-2011 was presented for passage.

- u. O-11-2011 – AN ORDINANCE RESERVING AND AUTHORIZING THE TRANSFER OF VOLUME CAP IN CONNECTION WITH PRIVATE ACTIVITY BOND ISSUES, AND RELATED MATTERS

Ordinance O-11-2011 was presented for passage.

- v. MCO-02-2011 – AN ORDINANCE TO AMEND ARTICLE V ENTITLED, “DRIVING, OVERTAKING AND PASSING,” OF CHAPTER 44 ENTITLED, “MOTOR VEHICLES AND TRAFFIC,” OF THE MUNICIPAL CODE OF THE CITY OF ELMHURST, ILLINOIS (YIELD SIGNS AT THE EASTBOUND AND WESTBOUND WILSON STREET APPROACHES TO SAYLOR AVENUE)

Ordinance MCO-02-2011 was presented for passage.

- w. MCO-03-2011 – AN ORDINANCE TO AMEND ARTICLE V ENTITLED, “DRIVING, OVERTAKING AND PASSING,” OF CHAPTER 44 ENTITLED, “MOTOR VEHICLES AND TRAFFIC,” OF THE MUNICIPAL CODE OF THE CITY OF ELMHURST, ILLINOIS (NO RIGHT TURN ON RED WHEN PEDESTRIANS ARE PRESENT ON NORTHBOUND PROSPECT AVENUE AT BUTTERFIELD ROAD)

Ordinance MCO-03-2011 was presented for passage.

- x. ZO-01-2011 – AN ORDINANCE TO GRANT A CONDITIONAL USE TO PERMIT CONSTRUCTION OF A SIX (6) ATTACHED RESIDENTIAL TOWNHOME DWELLING UNIT DEVELOPMENT WITHIN THE OI OFFICE DISTRICT AND TO APPROVE AND AUTHORIZE CERTAIN BULK VARIATIONS FOR THE MCKENNA TOWNHOMES AT THE PROPERTY COMMONLY KNOWN AS 357 WEST FIRST STREET, IN THE CITY OF ELMHURST, ILLINOIS PIN 06-02-112-032

Ordinance ZO-01-2011 was presented for passage.

Alderman Shea pulled item **9p. Report – Personal Computer and Software Purchase**. Alderman Bram pulled item **9r. Report – Case Number 11 P-01/Elmhurst Memorial Healthcare Conditional Use - 855 N. Church Court Business Operations Center**.

Alderman Wagner moved to approve the contents of the Consent Agenda less items **9p. Report – Personal Computer and Software Purchase** and **9r. Report – Case Number 11 P-01/Elmhurst Memorial Healthcare Conditional Use - 855 N. Church Court Business Operations Center**.

Alderman Bram seconded. Roll call vote:

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

Nays: None

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

Alderman Shea moved to open discussion on item **9p. Report – Personal Computer and Software Purchase**. Alderman Hipkind seconded.

Alderman Shea stated she supports the purchase of new computers but pulled item **9p. Report – Personal Computer and Software Purchase** to ask a question. She is asked if a rotation was discussed, perhaps not purchasing all the computers at one time.

Alderman Hipkind, Chairman of the Finance, Council Affairs and Administrative Services Committee (F,CA&AS) stated it makes more sense to keep all of the computers on the same 4-year cycle.

Alderman Mulliner added by keeping computers on the same cycle all the computers will be the same generation.

Alderman Pezza asked if this type of purchase is to be expected every 3-4 years.

Chairman Hipkind replied yes, that is the cycle. It is usually a 3-year cycle, the City has gone 4-5 years.

Voice vote on item **9p. Report – Personal Computer and Software Purchase**, unanimous. Motion carried.

Alderman Morley moved to open discussion on item **9r. Report – Case Number 11 P-01/Elmhurst Memorial Healthcare Conditional Use - 855 N. Church Court Business Operations Center**. Alderman Rose seconded.

Alderman Morley, Chairman of the Development, Planning and Zoning Committee (DP&Z) stated Elmhurst Memorial Healthcare (EMHC) has eighteen different facilities. Nine of the facilities are deemed critical. He stated they currently use the 200ft DuComm Tower, but the DuComm Tower cannot handle their needs.

Chairman Morley stated EMHC wants to erect their own tower. After looking at several sites, EMHC has requested putting a tower at their Business Operations Center, which is located in an I1 Zone. He stated their needs can be met with a 192ft tower, and this location has pre-existing towers nearby and are located far from any residential areas.

Alderman Bram stated he pulled item **9r. Report – Case Number 11 P-01/Elmhurst Memorial Healthcare Conditional Use - 855 N. Church Court Business Operations Center** because of his concerns over the height of the tower. He stated as a Council, no higher than 100ft has been approved and as for the 200ft DuComm Tower that is out of the Council's control. He asked what hospitals in other communities do and if other towns have towers this height. Alderman Bram asked to suspend the rules to allow the EMHC Attorney and/or staff to comment.

Chairman Morley stated City staff reviewed this issue and to compare this request with other hospitals would not be a good comparison. Chairman Morley stated he is opposed to asking questions unless information was not presented. He stated it appears that Alderman Bram is opposed to the height of the tower.

Discussion ensued.

Alderman Pezza stated there were some inconsistent statements made in the hearing regarding use of the tower once it is erected. She stated she would like clarification on a statement made by the hospital's attorney.

Alderman Pezza moved that the Council direct the City Attorney to add specific language to the ordinance that would approve this variance that the conditional use for this tower only be granted for use of Elmhurst Hospital and the City of Elmhurst. Alderman Shea seconded.

Discussion ensued regarding positions for and against the proposed amendment.

Alderman Bram moved to suspend the rules to allow the hospital's attorney to speak. Alderman Pezza seconded.

Alderman Morley, point of order, asked for clarification on what Alderman Bram wanted the attorney to speak regarding.

Alderman Bram stated he would like to know where is the location and why that location was selected.

Voice vote to suspend the rules to allow the hospital's attorney to speak. Not unanimous, motion failed.

Alderman Bram, point of order, does this meet the required majority.

City Attorney Storino stated a super majority is required.

Mayor DiCianni stated the motion to suspend the rules fails with a super majority not unanimously.

Voice vote to direct the City Attorney to add specific language to the ordinance that would approve this variance that the conditional use for this tower only be granted for use of Elmhurst Hospital and the City of Elmhurst. Not unanimous, motion failed.

Mayor DiCianni called for a voice vote to approve item **9r. Report – Case Number 11 P-01/Elmhurst Memorial Healthcare Conditional Use - 855 N. Church Court Business Operations Center.**

Alderman Morley, point of order, asked if a role call vote is required.

Mayor DiCianni stated no, this is not an ordinance.

Voice vote to approve item **9r. Report – Case Number 11 P-01/Elmhurst Memorial Healthcare Conditional Use - 855 N. Church Court Business Operations Center.** Not unanimous, motion carried.

REPORTS AND RECOMENDATIONS OF APPOINTED AND ELECTED OFFICIALS

10. a. UPDATES (Mayor DiCianni)

None.

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

City Manager Borchert reported that the Burke firm is working on gathering information on the storm sewers and overseeing the RJN firm's work with the sanitary sewer.

The City Manager reported that ComEd has expedited tree trimming in southeast Elmhurst, and they are installing switch gear. He stated ComEd will continue to provide monthly reports.

City Manager Borchert stated the task force will meet with the Burke/RJN engineering team in mid-April.

Alderman Wagner asked whose contractors are being used for tree trimming, ComEd or Elmhurst.

City Manager Borchert replied the contractors are from ComEd.

Alderman Healy asked if the monthly reports from ComEd can be put online.

City Manager Borchert replied yes.

OTHER BUSINESS

11. Alderman Morley asked if a notification will be sent to residents regarding tree removal due to the Emerald Ash Borer.

City Manager Borchert stated if a tree looks like it is affected by the Emerald Ash Borer the City will offer notification to residents.

Alderman Morley asked when the trees will be replaced.

City Manager Borchert stated tree replacement is late Spring 2011.

ANNOUNCEMENTS

12. Alderman York announced the Character Counts in Elmhurst Awards will take place at Elmhurst College on Tuesday, March 22, 2011 at 6:30 p.m.

ADJOURNMENT

13. Alderman York moved to adjourn the meeting. Alderman Morley seconded. Voice vote. Motion carried. Meeting adjourned 9:00 p.m.

Peter P. DiCianni III, Mayor

Patty Spencer, City Clerk

CITY OF ELMHURST

ACCOUNTS PAYABLE SUMMARY SHEET

MARCH 31, 2011

	<u>REGULAR</u>	<u>INTERIM</u>	<u>TOTAL</u>
<u>CHECKS</u>			
GENERAL FUND	\$581,821.03	72,407.59	\$654,228.62
LIBRARY FUND	31,555.30	-	31,555.30
REDEVELOPMENT	3,338.25	-	3,338.25
MUNICIPAL UTILITY FUND	178,345.36	11,525.02	189,870.38
PARKING REVENUE SYSTEM FUND	10,342.37	-	10,342.37
PAYROLL FUND	2,856.00	-	2,856.00
	<u>808,258.31</u>	<u>83,932.61</u>	<u>892,190.92</u>

FINANCE REVIEW



CITY MANAGER REVIEW



TO THE CITY TREASURER,

THE PAYMENT OF THE ABOVE LISTED AMOUNTS HAS BEEN APPROVED BY THE
CITY COUNCIL AT A MEETING HELD ON APRIL 4, 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. 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
0014859 08555	ABRAHAM LINCOLN 009425		01 03/31/2011	110-7060-451.60-64	MICROFILM	139.50	
VENDOR TOTAL *						139.50	
0000009	ACE HARDWARE						
275194	009105		01 03/31/2011	110-4020-422.50-08	EPOXY/MARKER	7.63	
275166	008998		01 03/31/2011	110-6046-418.50-01	WATER HEATER PARTS	8.62	
275491	009422		01 03/31/2011	110-7060-451.60-39	EXHIBIT SUPPLIES	3.14	
275484	009423		01 03/31/2011	110-7060-451.40-98	BATTERIES	19.98	
275462	009424		01 03/31/2011	110-7060-451.40-98	KEYS	3.58	
275272	009288		01 03/31/2011	510-6052-501.40-98	PLIERS	14.39	
275430	009511		01 03/31/2011	510-6052-501.40-98	ELBOW REPLACEMENT	12.37	
VENDOR TOTAL *						69.71	
0010266	ACME TRUCK BRAKE & SUPPLY						
1210750038	009348		01 03/31/2011	110-6047-512.50-16	TRK/PARTS PW69	18.90	
VENDOR TOTAL *						18.90	
0000803	AIR ONE EQUIP, INC						
72412	009108		01 03/31/2011	110-4020-422.50-08	CAMERA REPAIR	4,048.12	
72528	009109		01 03/31/2011	110-4020-422.50-08	HYDROTEST	315.00	
VENDOR TOTAL *						4,363.12	
0019010	AL PIEMONTE FORD SALES, INC						
495674	009024		01 03/31/2011	110-6047-512.50-16	TRK/PARTS PD-6	69.31	
496789	009323		01 03/31/2011	110-6047-512.50-16	TRK/PARTS PW79	71.10	
497196	009324		01 03/31/2011	110-6047-512.50-16	TRK/PARTS PD-11	73.17	
VENDOR TOTAL *						213.58	
0000016	ALEXANDER EQPT CO INC						
74769	009093		01 03/31/2011	110-6043-434.50-08	CHAINSAW BAR/BLADE	100.90	
VENDOR TOTAL *						100.90	
0001424	ALLIED ELECTRONICS, INC						
56464X-00	009326		01 03/31/2011	110-6044-435.40-98	DOOR REMOTES	31.80	
VENDOR TOTAL *						31.80	
0010804	ALLSTAR AUTO GLASS INC						
WOB60608	009325		01 03/31/2011	110-6047-512.50-20	TRK/PARTS PW31	475.00	
VENDOR TOTAL *						475.00	
0013770	ALPINE SAP, INC - CAROL STREAM						
5166	008891		01 03/31/2011	510-6050-501.30-52	RPZ TESTING	1,588.75	
VENDOR TOTAL *						1,588.75	
0005297	AMERICAN CHARGE SERVICE						
03/21/2011	009262		01 03/31/2011	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	298.40	
03/21/2011	009263		01 03/31/2011	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	6.40	
VENDOR TOTAL *						304.80	
0013255	ANDERSON ELEVATOR CO						

BANK: 01

VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0013255	ANDERSON ELEVATOR CO						
111064	008940		01 03/31/2011	110-5030-421.30-25	MONTHLY MAINT FEE	110.00	
111064	008937		01 03/31/2011	110-6046-418.30-25	MONTHLY MAINT FEE	110.00	
111064	008939		01 03/31/2011	110-7060-451.50-01	MONTHLY MAINT FEE	160.00	
111064	008938		01 03/31/2011	530-0088-503.30-25	MONTHLY MAINT FEE	110.00	
					VENDOR TOTAL *	490.00	
0000035	ANDERSON LOCK						
0639897	008936		01 03/31/2011	530-0088-503.50-14	DOOR REPAIR	487.72	
					VENDOR TOTAL *	487.72	
0010625	ARCADE BUILDING						
APRIL 2011	009227		01 03/31/2011	530-0088-503.30-59	SCHILLER CT PARKING LEASE	800.00	
					VENDOR TOTAL *	800.00	
0012863	ARROWHEAD SCIENTIFIC, INC						
48596	009438		01 03/31/2011	110-5030-421.40-98	EVIDENCE SUPPLIES	288.00	
					VENDOR TOTAL *	288.00	
0012277	AT&T						
63053030075410	008859		01 03/31/2011	110-0086-453.30-75	MONTHLY PHONE	66.04	
63053030075410	008860		01 03/31/2011	110-0094-454.30-75	MONTHLY PHONE	24.75	
63078266949097	008845		01 03/31/2011	110-1001-411.30-75	MONTHLY PHONE	22.56	
63053030075410	008846		01 03/31/2011	110-1001-411.30-75	MONTHLY PHONE	1,155.62	
63053030075410	008847		01 03/31/2011	110-2006-413.30-75	MONTHLY PHONE	379.70	
63053030075410	008848		01 03/31/2011	110-2007-413.30-75	MONTHLY PHONE	181.60	
63053030075410	008849		01 03/31/2011	110-2008-413.30-75	MONTHLY PHONE	1,089.59	
63053030075410	008850		01 03/31/2011	110-3015-414.30-75	MONTHLY PHONE	255.89	
63053030075410	008851		01 03/31/2011	110-4020-422.30-75	MONTHLY PHONE	363.20	
63083200803668	009214		01 03/31/2011	110-4020-422.30-75	MONTHLY PHONE	70.39	
63040705638276	009215		01 03/31/2011	110-4021-425.50-98	MONTHLY PHONE	39.53	
63083200045401	009216		01 03/31/2011	110-4021-425.30-75	MONTHLY PHONE	39.53	
63053030075410	008858		01 03/31/2011	110-4022-423.30-75	MONTHLY PHONE	214.62	
63053030075410	008852		01 03/31/2011	110-4025-424.30-75	MONTHLY PHONE	165.09	
63053030075410	008853		01 03/31/2011	110-5030-421.30-75	MONTHLY PHONE	2,558.88	
63053088927504	008999		01 03/31/2011	110-5030-421.30-75	MONTHLY PHONE	45.86	
63053033512328	009000		01 03/31/2011	110-5030-421.30-75	MONTHLY PHONE	95.33	
63053030075410	008854		01 03/31/2011	110-6040-431.30-75	MONTHLY PHONE	1,097.84	
63053030075410	008857		01 03/31/2011	110-7060-451.30-75	MONTHLY PHONE	247.63	
63083313263643	009440		01 03/31/2011	110-7060-451.30-75	MONTHLY PHONE	33.85	
63053030075410	008855		01 03/31/2011	510-6050-501.30-75	MONTHLY PHONE	156.83	
63053030075410	008856		01 03/31/2011	510-6055-502.30-75	MONTHLY PHONE	297.16	
					VENDOR TOTAL *	8,601.49	
0010170	ATOMIC TRANSMISSIONS						
88623	009025		01 03/31/2011	110-6047-512.50-02	TRK/PARTS PD-17	205.00	
88654	009026		01 03/31/2011	110-6047-512.50-02	TRK/PARTS PW47	1,385.00	
					VENDOR TOTAL *	1,590.00	
0003704	AUTO TRUCK GROUP						

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 1008069	AUTO TRUCK GROUP 009027		01 03/31/2011	110-6042-433.50-16	REPAIRS/PW28	604.84	
					VENDOR TOTAL *	604.84	
0008569 288-213855 288-213855	BATTERIES PLUS 009091 009092		01 03/31/2011 01 03/31/2011	110-4020-422.40-98 110-5030-421.40-98	SUPPLIES SUPPLIES	150.96 150.96	
					VENDOR TOTAL *	301.92	
0000059 03/11-03/23/11 03/11-03/23/11	BERGHEGER, BRIAN-PETTY CASH 009435 009436		01 03/31/2011 01 03/31/2011	110-7060-451.60-39 110-7060-451.60-65	PETTY CASH REIMBURSEMENT PETTY CASH REIMBURSEMENT	94.38 45.29	
					VENDOR TOTAL *	139.67	
0013075 35561	BERKELEY TRUCKING INC 009205		01 03/31/2011	510-6052-501.40-57	STONE	1,110.90	
					VENDOR TOTAL *	1,110.90	
0015331 03/18/2011	BLISS, MARY 009137		01 03/31/2011	110-2007-413.60-23	EXPENSE REIMBURSEMENT	68.01	
					VENDOR TOTAL *	68.01	
0010140 18984	BLUE LINE 009138		01 03/31/2011	110-2007-413.60-42	EMPLOYMENT AD	199.00	
					VENDOR TOTAL *	199.00	
0016697 03/01-03/17/11	BORDIGNON, ANTHONY 008959		01 03/31/2011	110-0086-453.30-52	CATV PROF SVCS	300.00	
					VENDOR TOTAL *	300.00	
0007199 196089 196194	BRETT EQPT CORP 009028 009029		01 03/31/2011 01 03/31/2011	110-6047-512.50-16 110-6047-512.50-16	TRK/PARTS PW41 TRK/PARTS F-6	24.74 16.94	
					VENDOR TOTAL *	41.68	
0001899 00264758	BRISTOL HOSE & FITTING MAIN WAREHSE 009320		01 03/31/2011	110-6047-512.50-16	TRK/PARTS F-7	272.26	
					VENDOR TOTAL *	272.26	
0007057 03/01-03/17/11	BROADCAST PRODUCTION SERVICES INC 008960		01 03/31/2011	110-0086-453.30-52	CATV PROF SVCS	377.00	
					VENDOR TOTAL *	377.00	
0019605 22056	BULLEX DIGITAL SAFETY 009119		01 03/31/2011	110-4020-422.60-98	XTREME TRAINER'S PACKAGE	10,339.44	
					VENDOR TOTAL *	10,339.44	
0009305 4406	BULLSEYE IMPRINTING & EMBROIDERY 009112		01 03/31/2011	110-4020-422.60-11	HONOR GUARD SUPPLIES	682.00	

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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
0009305	BULLSEYE IMPRINTING & EMBROIDERY							
						VENDOR TOTAL *	682.00	
0000084	BURGIN, DENNIS							
03/01-03/17/11	008963		01	03/31/2011	110-0086-453.30-52	CATV PROF SVCS	965.75	
03/16/2011	008964		01	03/31/2011	110-0086-453.30-52	PROFESSIONAL SVCS	28.00	
						VENDOR TOTAL *	993.75	
0009267	C J C AUTO PARTS & TIRES							
728739	009015		01	03/31/2011	110-6047-512.50-16	TRK/PARTS PW61	7.36	
730062	009083		01	03/31/2011	110-6047-512.50-16	PARTS/SUPPLIES	218.44	
730063	009084		01	03/31/2011	110-6047-512.50-16	PARTS/SUPPLIES	22.36	
730073	009336		01	03/31/2011	110-6047-512.50-02	TRK/PARTS E-12/STOCK	45.00	
						VENDOR TOTAL *	293.16	
0008465	CACCITOLO, MICHAEL							
03/18/2011	009101		01	03/31/2011	110-4020-422.60-98	EXPENSE REIMBURSEMENT	99.99	
						VENDOR TOTAL *	99.99	
0018709	CALDWELL, PAT - PETTY CASH							
02/25-03/02/11	009295		01	03/31/2011	110-1001-411.60-11	PETTY CASH REIMBURSEMENT	54.24	
02/25-03/02/11	009297		01	03/31/2011	110-2006-413.40-33	PETTY CASH REIMBURSEMENT	3.20	
02/25-03/02/11	009298		01	03/31/2011	110-2007-413.60-98	PETTY CASH REIMBURSEMENT	45.78	
02/25-03/02/11	009299		01	03/31/2011	110-3015-414.40-98	PETTY CASH REIMBURSEMENT	6.50	
02/25-03/02/11	009300		01	03/31/2011	110-4020-422.60-11	PETTY CASH REIMBURSEMENT	30.00	
02/25-03/02/11	009302		01	03/31/2011	510-6052-501.40-98	PETTY CASH REIMBURSEMENT	1.00	
02/25-03/02/11	009303		01	03/31/2011	530-0000-341.50-01	PETTY CASH REIMBURSEMENT	2.00	
						VENDOR TOTAL *	142.72	
0004563	CAMPISE, MICHAEL							
03/07-03/18/11	009195		01	03/31/2011	110-5030-421.60-05	EXPENSE REIMBURSEMENT	78.00	
03/07-03/18/11	009196		01	03/31/2011	110-5030-421.60-11	EXPENSE REIMBURSEMENT	94.05	
						VENDOR TOTAL *	172.05	
0005661	CARGILL INC							
3127561	009182		01	03/31/2011	110-6042-433.40-46	SALT	6,728.94	
						VENDOR TOTAL *	6,728.94	
0008716	CASE LOTS INC							
030687	009349		01	03/31/2011	110-6041-432.40-98	SUPPLIES	35.85	
030687	009350		01	03/31/2011	110-6043-434.40-98	SUPPLIES	35.85	
030687	009351		01	03/31/2011	110-6044-435.40-98	SUPPLIES	35.85	
030687	009352		01	03/31/2011	110-6046-418.40-98	SUPPLIES	35.85	
030687	009354		01	03/31/2011	110-6047-512.40-24	SUPPLIES	89.62	
030687	009353		01	03/31/2011	510-6052-501.40-98	SUPPLIES	35.85	
030687	009355		01	03/31/2011	510-6057-502.40-24	SUPPLIES	89.63	
						VENDOR TOTAL *	358.50	
0018865	CASTLE CHEVROLET							

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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
0018865 122871	CASTLE CHEVROLET 009030		01 03/31/2011	110-6047-512.50-16	TRK/PARTS F-5	174.10	
					VENDOR TOTAL *	174.10	
0013254 IN00661088	CCP INDUSTRIES INC 009090		01 03/31/2011	110-6047-512.40-98	SUPPLIES	90.06	
					VENDOR TOTAL *	90.06	
0012836 S12906	CERTIFIED FLEET SERVICES, INC 009031		01 03/31/2011	110-6047-512.50-16	TRK/PARTS F-6	192.36	
					VENDOR TOTAL *	192.36	
0008467 283926	CERTIFIED LABORATORIES 008906		01 03/31/2011	510-6052-501.40-23	HYDRANTS	360.99	
					VENDOR TOTAL *	360.99	
0014200 102124285 102125728	CHICAGO INTL TRUCKS, LLC 009016 009343		01 03/31/2011 01 03/31/2011	110-6047-512.50-16 110-6047-512.50-16	TRK/PARTS PW90 TRK/PARTS PW88, PW19	149.47 78.38	
					VENDOR TOTAL *	227.85	
0016258 187625 187626 187624 187617 187618 187619 187616 187623 187622 187621	CHICAGO METRO FIRE PREVENTION 008923 008924 008930 008926 008927 008922 008925 008921 008928 008929		01 03/31/2011 01 03/31/2011	110-4020-422.50-01 110-4020-422.50-01 110-5030-421.50-01 110-6046-418.50-01 110-6046-418.50-01 110-7060-451.50-01 510-6057-502.50-01 530-0088-503.50-14 530-0088-503.50-14 530-0088-503.50-14	FIRE EXTINGUISHER CERTIFI FIRE EXTINGUISHER CERTIFI FIRE EXTINGUISHER TESTING FIRE EXTINGUISHER CERTIFI FIRE EXTINGUISHER CERTIFI FIRE EXTINGUISHER CERTIFI FIRE EXTINGUISHER CERTIFI FIRE EXTINGUISHER CERTIFI FIRE EXTINGUISHER CERTIFI FIRE EXTINGUISHER TESTING	65.45 53.30 136.45 61.40 1,035.85 24.80 118.45 56.25 58.10 116.95	
					VENDOR TOTAL *	1,727.00	
0014402 386881 387078 386985 386984 387409	CHICAGO PARTS & SOUND LLC 009078 009079 009080 009321 009322		01 03/31/2011 01 03/31/2011 01 03/31/2011 01 03/31/2011 01 03/31/2011	110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16	PARTS/SUPPLIES PARTS/SUPPLIES FILTERS TRK/PARTS PD-4 CORE CREDIT	367.93 343.34 16.08 419.45 75.00	
					VENDOR TOTAL *	1,071.80	
0002348 03/15/2011	CISZEWSKI, ARTHUR 009197		01 03/31/2011	110-5030-421.60-05	EXPENSE REIMBURSEMENT	15.81	
					VENDOR TOTAL *	15.81	
0018608 15	CITY OF NORTHLAKE 009193		01 03/31/2011	110-6040-431.30-26	ENGINEERING	612.64	
					VENDOR TOTAL *	612.64	
0000630	CLASSIC GRAPHIC INDUSTRIES INC						

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VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0000630	CLASSIC GRAPHIC INDUSTRIES INC						
66950	009418		01 03/31/2011	510-6050-501.40-98	SHIPPING FEES	17.50	
66971	009419		01 03/31/2011	510-6050-501.40-98	RETURN ENVELOPES	1,785.00	
66950	009417		01 03/31/2011	510-6055-502.40-98	SHIPPING FEES	17.50	
66971	009420		01 03/31/2011	510-6055-502.40-98	ENVELOPES	2,125.00	
					VENDOR TOTAL *	3,945.00	
0000114	COM ED						
0477145001	008868		01 03/31/2011	110-6044-435.30-24	MONTHLY ELECTRIC	235.33	
					VENDOR TOTAL *	235.33	
0014623	COMCAST CABLE						
877120089008715009117			01 03/31/2011	110-4020-422.60-98	CABLE SVC	88.82	
					VENDOR TOTAL *	88.82	
0006475	COMMUNICATIONS DIRECT INC						
SR94734	009450		01 03/31/2011	110-5030-421.30-98	MONTHLY MAINT FEE	812.00	
					VENDOR TOTAL *	812.00	
0012492	CONNEY SAFETY PRODUCTS						
03876740	009358		01 03/31/2011	110-6041-432.40-98	SUPPLIES	88.19	
03872006	009169		01 03/31/2011	110-6046-418.40-98	SUPPLIES	90.57	
					VENDOR TOTAL *	178.76	
0009471	COSTCO - OAKBROOK						
3/14/11	009051		01 03/15/2011	110-2006-413.40-33	SUPPLIES	CHECK #: 142076	102.68
3/14/11	009052		01 03/15/2011	110-4020-422.40-98	SUPPLIES	CHECK #: 142076	89.92
3/14/11	009053		01 03/15/2011	110-4020-422.40-24	SUPPLIES	CHECK #: 142076	25.98
3/14/11	009054		01 03/15/2011	110-5030-421.40-98	SUPPLIES	CHECK #: 142076	89.93
3/14/11	009055		01 03/15/2011	110-6041-432.40-98	SUPPLIES	CHECK #: 142076	89.93
3/14/11	009056		01 03/15/2011	110-6043-434.40-98	SUPPLIES	CHECK #: 142076	89.93
3/14/11	009057		01 03/15/2011	110-6044-435.40-98	SUPPLIES	CHECK #: 142076	89.93
3/14/11	009058		01 03/15/2011	110-6046-418.40-98	SUPPLIES	CHECK #: 142076	89.93
3/14/11	009059		01 03/15/2011	110-6047-512.40-98	SUPPLIES	CHECK #: 142076	89.93
3/14/11	009060		01 03/15/2011	510-6052-501.40-98	SUPPLIES	CHECK #: 142076	212.82
3/14/11	009061		01 03/15/2011	510-6057-502.40-98	SUPPLIES	CHECK #: 142076	89.92
					VENDOR TOTAL *	.00	1,060.90
0006771	CUMMINS/NPOWER LLC						
711-90251	009319		01 03/31/2011	110-6047-512.50-16	TRK/PARTS F-7	32.74	
					VENDOR TOTAL *	32.74	
0019606	DC SPINAL WELLNESS & SPORTS REHAB						
03/10/2011	009114		01 03/31/2011	110-4020-422.60-98	HEALTH WORKSHOPS	520.00	
					VENDOR TOTAL *	520.00	
0019619	DECOTEAU, SHERILYN						
1236	009513		01 03/31/2011	110-0000-331.07-00	VEHICLE STICKER REFUND	36.00	
					VENDOR TOTAL *	36.00	
0006182	DELTA SONIC CAR WASH SYSTEMS						

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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
0006182 6693599	DELTA SONIC CAR WASH SYSTEMS 008883		01 03/31/2011	110-6047-512.50-16	CAR WASHES	247.50	
					VENDOR TOTAL *	247.50	
0015538 03/01-03/17/11	DENHAM, LEE 008951		01 03/31/2011	110-0086-453.30-52	CATV PROF SVCS	100.00	
					VENDOR TOTAL *	100.00	
0018318 03/09/2011 01/12-01/13/11	DICIANNI, III, PETER P 009042 009442		01 03/31/2011 01 03/31/2011	110-1001-411.60-11 110-1001-411.60-11	EXPENSE REIMBURSEMENT EXPENSE REIMBURSEMENT	296.63 347.03	
					VENDOR TOTAL *	643.66	
0000874 16933	DOJE'S FORENSIC SUPPLIES 009454		01 03/31/2011	110-5030-421.40-98	EVIDENCE SUPPLIES	498.86	
					VENDOR TOTAL *	498.86	
0000152 1744748	DREISILKER ELECTRIC MOTORS 008934		01 03/31/2011	110-5030-421.50-01	EXHAUST FAN REPLACEMENT	120.28	
					VENDOR TOTAL *	120.28	
0019614 8881	DRYDEN, ANDREW 009293		01 03/31/2011	110-0000-260.02-00	VEHICLE STICKER REFUND	36.00	
					VENDOR TOTAL *	36.00	
0001763 03/14/2011 03/16/2011	DUBIEL, BRUCE B 009115 009192		01 03/31/2011 01 03/31/2011	110-4025-424.60-11 110-4025-424.60-11	EXPENSE REIMBURSEMENT EXPENSE REIMBURSEMENT	180.00 110.00	
					VENDOR TOTAL *	290.00	
0000157 202836	DUPAGE ANIMAL HOSPITAL 008879		01 03/31/2011	110-5030-421.60-01	ANIMAL CONTROL	50.00	
					VENDOR TOTAL *	50.00	
0000159 290-16745	DUPAGE COUNTY ANIMAL CARE & CONTROL 009186		01 03/31/2011	110-5030-421.60-01	ANIMAL CONTROL	95.00	
					VENDOR TOTAL *	95.00	
0009400 3/24/11 4/28/11	DUPAGE COUNTY CHIEFS OF POLICE ASSN 009066 009067		01 03/15/2011 01 03/15/2011	110-5030-421.60-11 110-5030-421.60-11	MEETING REGISTRATIONS MEETING REGISTRATIONS	CHECK #: 142339 CHECK #: 142340	40.00 100.00
					VENDOR TOTAL *	.00	140.00
0000161 201103230066	DUPAGE COUNTY RECORDER 009310		01 03/31/2011	110-1001-411.30-54	RECORDING SVCS	156.00	
					VENDOR TOTAL *	156.00	
0007246 8627	DUPAGE COUNTY TREASURER-IT 009455		01 03/31/2011	110-5030-421.30-27	MONTHLY FEE	250.00	

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VEND NO	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0007246	DUPAGE COUNTY TREASURER-IT								
							VENDOR TOTAL *	250.00	
0009586	DUTCH VALLEY LANDSCAPING INC	15681	009094		01 03/31/2011	110-6043-434.30-78	WOODCHIP DISPOSAL	450.00	
							VENDOR TOTAL *	450.00	
0005419	EESCO/ENGLEWOOD ELECTRICAL SUPPLY	810233	009003		01 03/31/2011	110-6041-432.50-11	PUMP REPAIR	1,318.15	
		819748	009479		01 03/31/2011	110-6041-432.50-11	PUMP REPAIR	2,138.22	
							VENDOR TOTAL *	3,456.37	
0014621	ELMHURST CLAIMS ACCOUNT - CLAIM SVC	7504366944	009062		01 03/15/2011	110-4020-422.20-07	SELF INSURED LOSS FUND	CHECK #: 142077	15,775.79
		7504366944	009069		01 03/31/2011	110-4020-422.20-07	SELF INSURED LOSS FUND	5,019.14	
		7504366944	009063		01 03/15/2011	110-5030-421.20-07	SELF INSURED LOSS FUND	CHECK #: 142077	24,454.99
		7504366944	009070		01 03/31/2011	110-5030-421.20-07	SELF INSURED LOSS FUND	3,710.72	
		7504366944	009064		01 03/15/2011	110-6040-431.20-07	SELF INSURED LOSS FUND	CHECK #: 142077	31,678.64
		7504366944	009071		01 03/31/2011	110-6040-431.20-07	SELF INSURED LOSS FUND	4,049.26	
		7504366944	009065		01 03/15/2011	510-6050-501.20-07	SELF INSURED LOSS FUND	CHECK #: 142077	7,622.28
		7504366944	009072		01 03/31/2011	510-6050-501.20-07	SELF INSURED LOSS FUND	18.00	
		7504366944	009073		01 03/31/2011	510-6055-502.20-07	SELF INSURED LOSS FUND	10.11	
							VENDOR TOTAL *	12,807.23	79,531.70
0015836	ELMHURST INDEPENDENT - ROCK VALLEY	808394	008873		01 03/31/2011	110-6040-431.30-54	LEGAL NOTICE	25.87	
		809505	009208		01 03/31/2011	110-6040-431.30-54	LEGAL NOTICE	67.50	
		808394	008874		01 03/31/2011	510-6050-501.30-54	LEGAL NOTICE	25.88	
		809505	009209		01 03/31/2011	510-6050-501.30-54	LEGAL NOTICE	67.50	
							VENDOR TOTAL *	186.75	
0017934	ELMHURST MEMORIAL OCCUP CAROL STRM	58813	009259		01 03/31/2011	110-2007-413.30-47	PHYSICAL	89.98	
							VENDOR TOTAL *	89.98	
0000188	ELMHURST PARK DISTRICT	01459	009264		01 03/31/2011	110-0000-313.03-03	MUNICIPAL TAX REIMBURSE	1.53	
		01460	009265		01 03/31/2011	110-0000-313.03-03	MUNICIPAL TAX REIMBURSE	114.69	
		01461	009266		01 03/31/2011	110-0000-313.03-03	MUNICIPAL TAX REIMBURSE	70.14	
							VENDOR TOTAL *	186.36	
0000193	ELMHURST POSTMASTER-PERMIT 47	3/11/11	009049		01 03/15/2011	510-6050-501.30-49	WATER/SEWER MAILINGS	CHECK #: 142075	1,800.00
		3/11/11	009050		01 03/15/2011	510-6055-502.30-49	WATER/SEWER MAILINGS	CHECK #: 142075	1,800.00
							VENDOR TOTAL *	.00	3,600.00
0011437	EXELON ENERGY COMPANY	500000600421	008871		01 03/31/2011	110-6041-432.30-24	MONTHLY ELECTRIC	341.36	
		500000600431	009495		01 03/31/2011	110-6041-432.30-24	MONTHLY ELECTRIC	5,860.27	

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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
0011437	EXELON ENERGY COMPANY						
500000600441	009501		01 03/31/2011	110-6041-432.30-24	MONTHLY ELECTRIC	813.36	
500000600431	009497		01 03/31/2011	110-6044-435.30-24	MONTHLY ELECTRIC	384.06	
500000600431	009493		01 03/31/2011	510-6051-501.30-24	MONTHLY ELECTRIC	808.78	
500000600441	009499		01 03/31/2011	510-6051-501.30-24	MONTHLY ELECTRIC	788.07	
500000600421	008870		01 03/31/2011	510-6052-501.30-24	MONTHLY ELECTRIC	3,601.78	
500000600431	009494		01 03/31/2011	510-6052-501.30-24	MONTHLY ELECTRIC	6,571.16	
500000600441	009500		01 03/31/2011	510-6052-501.30-24	MONTHLY ELECTRIC	3,367.01	
500000600421	008869		01 03/31/2011	510-6057-502.30-24	MONTHLY ELECTRIC	116.05	
500000600431	009492		01 03/31/2011	510-6057-502.30-24	MONTHLY ELECTRIC	38,860.76	
500000600441	009498		01 03/31/2011	510-6057-502.30-24	MONTHLY ELECTRIC	38,273.58	
500000600431	009496		01 03/31/2011	530-0088-503.30-24	MONTHLY ELECTRIC	5,004.55	
					VENDOR TOTAL *	104,790.79	
0017007	FACILITY SOLUTIONS GROUP						
2423640-00	009175		01 03/31/2011	110-6044-435.40-98	BULBS	238.55	
2425950-00	008907		01 03/31/2011	110-6046-418.50-01	LAMPS	278.87	
2428815-00	009174		01 03/31/2011	110-6046-418.50-01	LAMPS	314.15	
					VENDOR TOTAL *	831.57	
0014261	FERGUSON ENTERPRISES INC						
1574020	008932		01 03/31/2011	110-6046-418.50-01	WATER HEATER PARTS	47.60	
1573792	008933		01 03/31/2011	110-6046-418.50-01	WATER HEATER REPLACEMENT	3,400.00	
					VENDOR TOTAL *	3,447.60	
0000648	FILTER RENU OF ILLINOIS, INC						
83030	009085		01 03/31/2011	110-6047-512.50-02	FILTER RENEWED	9.07	
					VENDOR TOTAL *	9.07	
0019587	FIREFIGHTING SERVICES LLC						
201110035	009118		01 03/31/2011	110-4020-422.60-11	TRAINING CLASS	125.00	
					VENDOR TOTAL *	125.00	
0006869	FISHER SCIENTIFIC						
8180350	009006		01 03/31/2011	510-6057-502.40-25	LAB SUPPLIES	114.12	
0720071	009007		01 03/31/2011	510-6057-502.40-25	LAB SUPPLIES	164.87	
					VENDOR TOTAL *	278.99	
0010413	FLAGSUSA.COM						
49028	009510		01 03/31/2011	110-1001-411.60-56	FLAGS	154.00	
					VENDOR TOTAL *	154.00	
0005844	FLINK SNOW PLOWS & SPREADERS						
39229	009315		01 03/31/2011	110-6042-433.50-16	TRK/PARTS PW6/STOCK	751.70	
39197	009316		01 03/31/2011	110-6042-433.50-16	TRK/PARTS PW6/STOCK	1,310.95	
					VENDOR TOTAL *	2,062.65	
0017446	FMP - FACTORY MOTOR PARTS						
61-117418	009017		01 03/31/2011	110-6047-512.50-16	TRK/PARTS PW2	227.72	

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VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0017446	FMP - FACTORY MOTOR PARTS						
61-117674	009018		01 03/31/2011	110-6047-512.50-16	CORE CREDIT	75.00-	
61-118847	009344		01 03/31/2011	110-6047-512.50-16	TRK/PARTS PD-30	325.18	
61-118286	009345		01 03/31/2011	110-6047-512.50-16	TRK/PARTS PD-1	351.18	
50-280054	009346		01 03/31/2011	110-6047-512.50-16	TRK/PARTS PD-30	47.09	
61-119137	009347		01 03/31/2011	110-6047-512.50-16	TRK/PARTS PD-48	33.03	
					VENDOR TOTAL *	909.20	
0002222	FOESMAN, RICH						
03/01-03/17/11	008956		01 03/31/2011	110-0086-453.30-52	CATV PROF SVCS	156.00	
					VENDOR TOTAL *	156.00	
0013847	FRY'S ELECTRONICS, INC						
5110172	008401		01 03/24/2011	110-2008-413.40-31	DVR REPLACEMENT	CHECK #: 142171	399.99-
					VENDOR TOTAL *	.00	399.99-
0014041	FUNCHESS, WILLIAM						
03/01-03/17/11	008953		01 03/31/2011	110-0086-453.30-52	CATV PROF SVCS	143.00	
					VENDOR TOTAL *	143.00	
0008274	GALLAGHER MATERIALS, INC						
623296MB	009269		01 03/31/2011	110-6041-432.40-02	ASPHALT	2,285.28	
					VENDOR TOTAL *	2,285.28	
0001432	GALLS, AN ARAMARK CO						
511214809	008877		01 03/31/2011	110-5030-421.40-11	UNIFORM SUPPLIES	858.50	
511238170	009198		01 03/31/2011	110-5030-421.40-11	UNIFORM SUPPLIES	56.94	
511243493	009199		01 03/31/2011	110-5030-421.40-11	UNIFORM SUPPLIES	37.96	
511244084	009359		01 03/31/2011	110-5030-421.40-98	SUPPLIES	212.71	
					VENDOR TOTAL *	1,166.11	
0009769	GARRON, FERNANDO						
03/01-03/17/11	008955		01 03/31/2011	110-0086-453.30-52	CATV PROF SVCS	150.00	
					VENDOR TOTAL *	150.00	
0019250	GEN POWER, INC						
R17307	009014		01 03/31/2011	510-6057-502.50-08	GENERATOR RENTAL	613.80	
					VENDOR TOTAL *	613.80	
0015202	GLENDALE HTS PARKS/RECREATION						
02222011	009100		01 03/31/2011	110-4020-422.60-98	MEMBERSHIP	183.00	
					VENDOR TOTAL *	183.00	
0000242	GRAINGER						
9481284959	008897		01 03/31/2011	110-6041-432.40-98	SUPPLIES	31.24	
9481284959	008898		01 03/31/2011	110-6043-434.40-98	SUPPLIES	31.24	
9481284959	008899		01 03/31/2011	110-6044-435.40-98	SUPPLIES	31.24	
9481284959	008900		01 03/31/2011	110-6046-418.40-98	SUPPLIES	31.23	
9481284959	008901		01 03/31/2011	110-6047-512.40-98	SUPPLIES	31.23	

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VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0000242	GRAINGER						
9481284959	008902		01 03/31/2011	510-6052-501.40-98	SUPPLIES	31.23	
9481284959	008903		01 03/31/2011	510-6057-502.40-98	SUPPLIES	31.23	
9476424073	008904		01 03/31/2011	530-0088-503.50-08	EXHAUST FAN MOTOR REPLACE	248.76	
9474971067	008905		01 03/31/2011	530-0088-503.50-08	EXHAUST FAN MOTOR REPLACE	248.76	
VENDOR TOTAL *						716.16	
0011686	GRAND AUTO PARTS						
165974	009019		01 03/31/2011	110-6047-512.50-16	TRK/PARTS PW79	74.44	
165878	009020		01 03/31/2011	110-6047-512.50-16	TRK/PARTS PW40	77.75	
165877	009021		01 03/31/2011	110-6047-512.40-34	OIL	45.00	
165938	009022		01 03/31/2011	110-6047-512.50-16	STOCK	4.75	
166331	009337		01 03/31/2011	110-6047-512.50-16	TRK/PARTS PD-48	49.00	
166125	009338		01 03/31/2011	110-6047-512.50-16	TRK/PARTS PW110	30.32	
166023	009339		01 03/31/2011	110-6047-512.50-16	TRK/PARTS F-6	13.00	
166330	009340		01 03/31/2011	110-6047-512.50-16	MINIATURE LAMPS	15.00	
166238	009341		01 03/31/2011	110-6047-512.50-16	FILTERS	48.30	
166022	009342		01 03/31/2011	110-6047-512.50-16	STOCK	29.25	
VENDOR TOTAL *						386.81	
0009312	GREEN SUPPLY INC (GSI)						
5431865	009328		01 03/31/2011	110-4020-422.40-98	SUPPLIES	20.06	
5431865	009327		01 03/31/2011	110-5030-421.40-98	SUPPLIES	160.05	
5431865	009329		01 03/31/2011	110-6041-432.40-98	SUPPLIES	2.91	
5431865	009330		01 03/31/2011	110-6043-434.40-98	SUPPLIES	2.93	
5431865	009331		01 03/31/2011	110-6044-435.40-98	SUPPLIES	2.93	
5431865	009332		01 03/31/2011	110-6046-418.40-98	SUPPLIES	2.93	
5431865	009333		01 03/31/2011	110-6047-512.40-98	SUPPLIES	2.93	
5431865	009334		01 03/31/2011	510-6052-501.40-98	SUPPLIES	2.93	
5431865	009335		01 03/31/2011	510-6057-502.40-98	SUPPLIES	2.93	
VENDOR TOTAL *						200.60	
0000255	HAHN & ASSOCS, LTD						
APRIL 2011	008878		01 03/31/2011	110-5030-421.30-48	SOCIAL SVCS	4,203.04	
VENDOR TOTAL *						4,203.04	
0005803	HARRISON, JONATHAN						
03/01-03/17/11	008958		01 03/31/2011	110-0086-453.30-52	CATV PROF SVCS	208.25	
VENDOR TOTAL *						208.25	
0019599	HASHIMOTO, HEATHER						
086	008887		01 03/31/2011	110-0000-260.02-00	PARKING PASS REFUND	324.10	
VENDOR TOTAL *						324.10	
0015904	HD SUPPLY WATERWORKS, LTD						
2680827	009089		01 03/31/2011	510-6052-501.40-51	SERVICE LINES	337.00	
VENDOR TOTAL *						337.00	
0011839	HEALTHCARE SERVICE 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
0011839	HEALTHCARE SERVICE CORP						
014582	009228		01 03/31/2011	110-1001-411.20-04	HEALTH INS	5,101.68	
014582	009229		01 03/31/2011	110-2006-413.20-04	HEALTH INS	16,505.44	
014582	009230		01 03/31/2011	110-2007-413.20-04	HEALTH INS	3,301.09	
014582	009231		01 03/31/2011	110-2008-413.20-04	HEALTH INS	7,502.47	
014582	009232		01 03/31/2011	110-3015-414.20-04	HEALTH INS	1,800.59	
014582	009233		01 03/31/2011	110-4020-422.20-04	HEALTH INS	71,423.54	
014582	009234		01 03/31/2011	110-4025-424.20-04	HEALTH INS	12,003.96	
014582	009235		01 03/31/2011	110-5030-421.20-04	HEALTH INS	114,037.59	
014582	009236		01 03/31/2011	110-6040-431.20-04	HEALTH INS	29,709.79	
014582	009237		01 03/31/2011	110-7060-451.20-04	HEALTH INS	4,501.48	
014582	009241		01 03/31/2011	210-8070-452.20-04	HEALTH INS	26,108.63	
014582	009238		01 03/31/2011	510-6050-501.20-04	HEALTH INS	4,501.48	
014582	009239		01 03/31/2011	510-6055-502.20-04	HEALTH INS	1,800.59	
014582	009240		01 03/31/2011	530-0088-503.20-04	HEALTH INS	1,800.59	
					VENDOR TOTAL *	300,098.92	
0017387	HEUSER, DAN						
03/01-03/17/11	008957		01 03/31/2011	110-0086-453.30-52	CATV PROF SVCS	162.50	
					VENDOR TOTAL *	162.50	
0004296	HIGHLAND ESTATES COFFEE TRADERS						
052560046639	009166		01 03/31/2011	110-6046-418.40-98	VENDING MACHINE REFILL	125.63	
					VENDOR TOTAL *	125.63	
0019603	HUMAN FACTOR RESEARCH GROUP, INC						
2654	009185		01 03/31/2011	110-5030-421.60-11	I/T RECERTIFICATION	295.00	
					VENDOR TOTAL *	295.00	
0017811	HUNTINGTON T BLOCK INS AGENCY						
100006253	009432		01 03/31/2011	110-7060-451.70-02	INS RENEWAL	1,360.00	
					VENDOR TOTAL *	1,360.00	
0007329	IKON OFFICE SOLUTIONS						
5017352316	009451		01 03/31/2011	110-5030-421.30-21	COPIER MAINT	321.84	
					VENDOR TOTAL *	321.84	
0001005	IL SEC OF STATE - CONF SERV PROG						
PD-33	009267		01 03/31/2011	110-6047-512.60-55	LATE PLATE RENEWAL	119.00	
					VENDOR TOTAL *	119.00	
0000643	INDUSTRIAL LADDER & SUPPLY						
935390	009172		01 03/31/2011	110-6044-435.40-98	SAFETY SHOE KIT	38.06	
					VENDOR TOTAL *	38.06	
0015044	INDUSTRIAL STEEL SERVICE CENTER INC						
27853	009317		01 03/31/2011	110-6047-512.50-16	STOCK	120.00	
					VENDOR TOTAL *	120.00	
0006347	INLAND COMMERCIAL PROPERTY MGT 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
0006347 002-1460170	INLAND COMMERCIAL 009441		01 03/31/2011	530-0088-503.50-15	MONTHLY MAINT CONTRACT	1,150.00	
VENDOR TOTAL *						1,150.00	
0005563 5412327-00 5412556-00	INLAND POWER GROUP 009032 009314		01 03/31/2011 01 03/31/2011	110-6047-512.50-16 110-6047-512.50-16	TRK/PARTS F-6 TRK/PARTS PW6	56.64 20.04	
VENDOR TOTAL *						76.68	
0000976 93710	JIM'S TOWING,CK GRP-1 009187		01 03/31/2011	110-5030-421.60-27	TOWING SVC/CASE#11-007781	350.00	
VENDOR TOTAL *						350.00	
0019601 814 S SWAIN	JUSKIE, KATHLEEN 009047		01 03/31/2011	510-6056-502.30-89	OVERHEAD SEWER PROGRAM	3,960.00	
VENDOR TOTAL *						3,960.00	
0013509 0696981-IN	K A STEEL CHEMICALS INC 009476		01 03/31/2011	510-6057-502.40-10	SODIUM HYPO CHLORITE	2,254.85	
VENDOR TOTAL *						2,254.85	
0000314 532384 532575 25994 522760 520840 522759 522758 520843 526438	KALE UNIFORMS 008882 009200 009201 009443 009444 009445 009446 009447 009448		01 03/31/2011 01 03/31/2011 01 03/31/2011 01 03/31/2011 01 03/31/2011 01 03/31/2011 01 03/31/2011 01 03/31/2011 01 03/31/2011 01 03/31/2011	110-5030-421.40-11 110-5030-421.40-11 110-5030-421.40-11 110-5030-421.40-11 110-5030-421.40-11 110-5030-421.40-11 110-5030-421.40-11 110-5030-421.40-11 110-5030-421.40-11 110-5030-421.40-11	UNIFORM SUPPLIES UNIFORM SUPPLIES RETURNED MERCHANDISE UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORM SUPPLIES	30.00 194.70 64.90 67.94 62.94 62.94 99.75 77.45 142.00	
VENDOR TOTAL *						672.82	
0000323 173200	KIEFT BROTHERS, INC - A/P 009512		01 03/31/2011	510-6052-501.40-63	VALVE VAULTS	684.00	
VENDOR TOTAL *						684.00	
0011896 1864125 1864126 1874895	KIMBALL MIDWEST 009033 009312 009313		01 03/31/2011 01 03/31/2011 01 03/31/2011	110-6047-512.40-53 110-6047-512.40-53 110-6047-512.50-16	DRILL BIT REPLACEMENT DRILL BIT REPLACEMENT NUTS/BOLTS/SUPPLIES	27.58 26.68 398.75	
VENDOR TOTAL *						453.01	
0015276 3858	KING, DAVID & ASSOCS, INC 009046		01 03/31/2011	310-0089-461.30-52	LEASE COMMISSION	1,562.00	
VENDOR TOTAL *						1,562.00	
0015660 22576	KINGS POINT TRUCK LANE 009034		01 03/31/2011	110-6047-512.50-16	SAFETY TEST/PW17	25.00	

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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
0015660 22548	KINGS POINT TRUCK LANE 009035		01 03/31/2011	110-6047-512.50-02	SAFETY TEST/PW81,PW12	50.00	
					VENDOR TOTAL *	75.00	
0019602 236 W ADAMS	KUBAN, DONNA 009048		01 03/31/2011	510-6056-502.30-89	OVERHEAD SEWER PROGRAM	4,840.00	
					VENDOR TOTAL *	4,840.00	
0014472 2780	LAMONICA, DONALD 009356		01 03/31/2011	110-0000-260.02-00	VEHICLE STICKER REFUND	27.00	
					VENDOR TOTAL *	27.00	
0000800 2002619 2002627	LASER ASSOCS, STEPHEN A 009268 009421		01 03/31/2011 01 03/31/2011	110-1003-412.30-52 110-1003-412.30-52	INDIVIDUAL ASSESSMENT INDIVIDUAL ASSESSMENT	525.00 525.00	
					VENDOR TOTAL *	1,050.00	
0013313 917367 917386 917339 917725 917646 917631 917330 917795 917923 918039	LEACH ENTERPRISES, INC 008894 008895 008896 009074 009075 009076 009077 009270 009271 009509		01 03/31/2011 01 03/31/2011	110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16	FILTERS FILTERS TRK/PARTS PW81 FILTERS FILTERS FILTERS BRAKE PARTS FILTERS FILTERS FILTERS	15.46 72.90 9.08 43.22 17.89 102.09 1,075.12 77.28 120.23 77.28	
					VENDOR TOTAL *	1,610.55	
0017643 11244210	LIGHT BULB DEPOT 008893		01 03/31/2011	110-6044-435.40-26	LAMPS	280.08	
					VENDOR TOTAL *	280.08	
0000509 03/01-03/17/11	LILJEBERG, GLEN R. 008961		01 03/31/2011	110-0086-453.30-52	CATV PROF SVCS	799.50	
					VENDOR TOTAL *	799.50	
0011081 20110521-P 20110377B-P 20110377-P	LINDCO EQPT SALES 009036 009483 009484		01 03/31/2011 01 03/31/2011 01 03/31/2011	110-6042-433.50-16 110-6042-433.50-16 110-6042-433.50-16	SNOGO FILTER ELEMENT TRK/PARTS PW75,PW169 TRK/PARTS PW75,PW169	266.56 3,037.20 681.98	
					VENDOR TOTAL *	3,985.74	
0019604 46160	LIVE VIEW GPS INC 009184		01 03/31/2011	110-5030-421.60-27	GPS TRACKING UNITS	2,057.76	
					VENDOR TOTAL *	2,057.76	
0000617	M & M REPORTING, INC						

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0000617	M & M REPORTING, INC						
48274	009206	01	03/31/2011	110-3015-414.30-13	COURT REPORTING	480.00	
48273	009207	01	03/31/2011	110-3015-414.30-13	COURT REPORTING	519.00	
					VENDOR TOTAL *	999.00	
0000352	MAGID GLOVE						
81955	008942	01	03/31/2011	110-6041-432.40-98	SUPPLIES	22.06	
81955	008943	01	03/31/2011	110-6043-434.40-98	SUPPLIES	22.06	
81955	008944	01	03/31/2011	110-6044-435.40-98	SUPPLIES	22.06	
81955	008945	01	03/31/2011	110-6046-418.40-98	SUPPLIES	22.06	
81955	008946	01	03/31/2011	110-6047-512.40-98	SUPPLIES	22.05	
81955	008948	01	03/31/2011	510-6052-501.40-98	SUPPLIES	132.34	
81955	008947	01	03/31/2011	510-6057-502.40-98	SUPPLIES	22.05	
					VENDOR TOTAL *	264.68	
0007486	MAMMA MARIA'S PIZZA						
12	009188	01	03/31/2011	110-5030-421.60-08	MEETING REFRESHMENTS	57.25	
					VENDOR TOTAL *	57.25	
0010780	MASTERS, KEN						
03/01-03/17/11	008954	01	03/31/2011	110-0086-453.30-52	CATV PROF SVCS	144.00	
					VENDOR TOTAL *	144.00	
0017477	MCALLISTER EQPT CO						
VP8468	009357	01	03/31/2011	110-6047-512.50-16	PARTS/SUPPLIES	78.51	
					VENDOR TOTAL *	78.51	
0007176	MCCANN INDUSTRIES INC						
07127733	009037	01	03/31/2011	110-6047-512.50-16	TRK/PARTS PW13	207.52	
					VENDOR TOTAL *	207.52	
0002941	MCMaster-CARR SUPPLY CO-A/P ADDRESS						
79236645	008994	01	03/31/2011	110-5030-421.50-01	SOAP DISPENSER REPAIR	33.87	
78856061	008996	01	03/31/2011	110-6042-433.50-16	STORAGE TOTES	53.54	
79240484	009173	01	03/31/2011	110-6044-435.40-98	CLOCK REPLACEMENT	338.64	
79612791	008991	01	03/31/2011	110-6046-418.50-01	V-BELT	28.43	
79608292	008992	01	03/31/2011	110-6046-418.50-01	WATER HEATER PARTS	64.01	
79608270	008993	01	03/31/2011	110-6046-418.50-01	DOOR OPENER	109.90	
79146181	008995	01	03/31/2011	110-6046-418.50-01	OVERHEAD DOOR SAFETY SWIT	58.96	
80396793	009311	01	03/31/2011	110-6047-512.50-16	TRK/PARTS PW31	82.04	
78855904	008989	01	03/31/2011	530-0088-503.50-14	V-BELTS	42.81	
78989962	008990	01	03/31/2011	530-0088-503.50-14	EXHAUST MOTOR PARTS	26.72	
					VENDOR TOTAL *	838.92	
0014509	MEDCO SUPPLY CO						
41325121	008980	01	03/31/2011	110-2006-413.40-33	SUPPLIES	13.78	
41325121	008981	01	03/31/2011	110-5030-421.40-98	SUPPLIES	13.78	
41325121	008982	01	03/31/2011	110-6041-432.40-98	SUPPLIES	13.77	
41325121	008983	01	03/31/2011	110-6043-434.40-98	SUPPLIES	13.77	

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0014509	MEDCO SUPPLY CO						
41325121	008984		01 03/31/2011	110-6044-435.40-98	SUPPLIES	13.77	
41325121	008985		01 03/31/2011	110-6046-418.40-98	SUPPLIES	13.77	
41325121	008986		01 03/31/2011	110-6047-512.40-98	SUPPLIES	13.77	
41325121	008987		01 03/31/2011	510-6052-501.40-98	SUPPLIES	13.77	
41325121	008988		01 03/31/2011	510-6057-502.40-98	SUPPLIES	13.77	
					VENDOR TOTAL *	123.95	
0019608	MEDTROL, INC						
41081	009103		01 03/31/2011	110-4020-422.40-45	BLEACH TOWLETTES	78.36	
					VENDOR TOTAL *	78.36	
0000366	MEL'S ACE HARDWARE						
415741/4	009011		01 03/31/2011	110-6044-435.40-98	SWITCH/COVER	6.70	
415777/4	009012		01 03/31/2011	110-6044-435.40-98	KEYS	5.91	
415651/4	009013		01 03/31/2011	110-6044-435.40-98	TIME CLOCK MATERIALS	10.25	
415762/4	009010		01 03/31/2011	110-6047-512.40-98	PROPANE	5.38	
415812/4	009284		01 03/31/2011	110-6047-512.50-16	TRK/PARTS F-7	4.02	
415788/4	009283		01 03/31/2011	510-6052-501.40-98	HOSE REPAIR	4.48	
415848/4	009485		01 03/31/2011	510-6052-501.40-98	CLAMPS	10.40	
415730/4	008892		01 03/31/2011	510-6057-502.50-01	CLOGBUSTER	26.99	
415778/4	009009		01 03/31/2011	510-6057-502.50-01	OVERTIME BOARD	14.64	
					VENDOR TOTAL *	88.77	
0007364	METROPOLITAN LIFE INSURANCE CO						
00123	009245		01 03/31/2011	110-1001-411.20-05	DENTAL INS	295.14	
00123	009246		01 03/31/2011	110-2006-413.20-05	DENTAL INS	971.44	
00123	009247		01 03/31/2011	110-2007-413.20-05	DENTAL INS	206.60	
00123	009248		01 03/31/2011	110-2008-413.20-05	DENTAL INS	432.59	
00123	009249		01 03/31/2011	110-3015-414.20-05	DENTAL INS	123.12	
00123	009250		01 03/31/2011	110-4020-422.20-05	DENTAL INS	3,674.09	
00123	009251		01 03/31/2011	110-4025-424.20-05	DENTAL INS	593.66	
00123	009252		01 03/31/2011	110-5030-421.20-05	DENTAL INS	6,107.83	
00123	009253		01 03/31/2011	110-6040-431.20-05	DENTAL INS	1,642.67	
00123	009254		01 03/31/2011	110-7060-451.20-05	DENTAL INS	239.49	
00123	009255		01 03/31/2011	210-8070-452.20-05	DENTAL INS	1,210.92	
00123	009256		01 03/31/2011	510-6050-501.20-05	DENTAL INS	246.23	
00123	009257		01 03/31/2011	510-6055-502.20-05	DENTAL INS	126.49	
00123	009258		01 03/31/2011	530-0088-503.20-05	DENTAL INS	143.28	
					VENDOR TOTAL *	16,013.55	
0003384	MICROFLEX						
IN1201870	009282		01 03/31/2011	510-6057-502.40-98	SUPPLIES	230.80	
					VENDOR TOTAL *	230.80	
0017125	MIDWEST OPERATING ENGRS BENEFITS						
MAY 2011	009242		01 03/31/2011	110-6040-431.20-04	HEALTH INS	46,250.00	
MAY 2011	009244		01 03/31/2011	510-6050-501.20-04	HEALTH INS	22,350.00	
MAY 2011	009243		01 03/31/2011	510-6055-502.20-04	HEALTH INS	14,850.00	

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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	
0017125	MIDWEST OPERATING ENGRS BENEFITS							
0007257	MOTION INDUSTRIES, INC						VENDOR TOTAL *	83,450.00
IL10-434540	009002		01 03/31/2011	110-6042-433.50-16	TRK/PARTS PW75	457.32		
IL10-434959	009001		01 03/31/2011	510-6052-501.50-18	PUMP REPAIR	23.58		
IL10-435531	009474		01 03/31/2011	510-6057-502.50-08	LOWER BEARING REPAIR	113.45		
0000378	MOTOROLA - COLLECTION CTR DR						VENDOR TOTAL *	594.35
90592794	009469		01 03/31/2011	110-5030-421.40-41	BATTERIES	62.80		
90593786	009470		01 03/31/2011	110-5030-421.40-41	ANTENNA	14.49		
0018069	MUNICIPAL CODE CORP						VENDOR TOTAL *	77.29
00204553	008875		01 03/31/2011	110-1001-411.30-54	MUNICIPAL CODE ONLINE	544.60		
0011645	MUNICIPAL EMERGENCY SERVICES						VENDOR TOTAL *	544.60
00222938_SNV	009106		01 03/31/2011	110-4020-422.60-11	SMOKE	210.78		
00222930_SNV	009107		01 03/31/2011	110-4020-422.40-45	GLOVES	124.59		
0009144	MUNICIPAL FLEET MANAGERS ASSN						VENDOR TOTAL *	335.37
03/18/2011	009194		01 03/31/2011	110-6040-431.60-37	MEMBERSHIP	30.00		
0009496	NEXTEL COMMUNICATIONS						VENDOR TOTAL *	30.00
162511511-109	009222		01 03/31/2011	110-2007-413.30-75	MONTHLY MOBILE BILL	133.52		
162511511-109	009223		01 03/31/2011	110-2008-413.30-75	MONTHLY MOBILE BILL	271.09		
162511511-109	009226		01 03/31/2011	110-2008-413.50-25	MONTHLY MOBILE BILL	42.23		
162511511-109	009225		01 03/31/2011	110-3015-414.30-75	MONTHLY MOBILE BILL	217.15		
162511511-109	009220		01 03/31/2011	110-4020-422.30-75	MONTHLY MOBILE BILL	343.08		
162511511-109	009221		01 03/31/2011	110-4022-423.30-75	MONTHLY MOBILE BILL	49.01		
162511511-109	009224		01 03/31/2011	110-5030-421.30-75	MONTHLY MOBILE BILL	1,177.57		
162511511-109	009217		01 03/31/2011	110-6040-431.30-75	MONTHLY MOBILE BILL	1,158.34		
162511511-109	009218		01 03/31/2011	510-6050-501.30-75	MONTHLY MOBILE BILL	370.67		
162511511-109	009219		01 03/31/2011	510-6055-502.30-75	MONTHLY MOBILE BILL	787.67		
0000875	NICHOLAS, ROBERT						VENDOR TOTAL *	4,550.33
03/14-03/17/11	009471		01 03/31/2011	110-5030-421.60-05	EXPENSE REIMBURSEMENT	7.50		
03/14-03/17/11	009472		01 03/31/2011	110-5030-421.60-11	EXPENSE REIMBURSEMENT	675.60		
0005845	NICOR GAS						VENDOR TOTAL *	683.10
54-23-78-0000	5008863		01 03/31/2011	110-4020-422.30-29	MONTHLY GAS	924.24		
26-13-75-0650	2008864		01 03/31/2011	110-4020-422.30-29	MONTHLY GAS	101.32		
5209073557	3 009212		01 03/31/2011	110-4020-422.30-29	MONTHLY GAS	843.38		

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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
0005845	NICOR GAS							
02-25-68-0000	0008861		01	03/31/2011	110-6046-418.30-29	MONTHLY GAS	440.78	
7763000144	2 009213		01	03/31/2011	210-8070-452.30-29	MONTHLY GAS	4,235.75	
52-71-78-0000	8008862		01	03/31/2011	510-6056-502.30-29	MONTHLY GAS	39.81	
99-81-68-0000	9008865		01	03/31/2011	510-6056-502.30-29	MONTHLY GAS	177.23	
43-64-24-0000	6008866		01	03/31/2011	510-6056-502.30-29	MONTHLY GAS	214.78	
53-33-68-0000	7008867		01	03/31/2011	510-6057-502.30-29	MONTHLY GAS	10,635.66	
VENDOR TOTAL *							17,612.95	
0002470	O'HARE TOWING SERVICE							
416270	009202		01	03/31/2011	110-5030-421.30-76	TOWING SVCS	90.00	
VENDOR TOTAL *							90.00	
0002228	O'HERRON CO INC, RAY - LOMBARD							
0034621-IN	008880		01	03/31/2011	110-5030-421.40-11	UNIFORM SUPPLIES	108.80	
VENDOR TOTAL *							108.80	
0008640	OFFICE DEPOT							
555323358001	009162		01	03/31/2011	110-2006-413.40-33	GLUE	18.96	
554866551001	009165		01	03/31/2011	110-2006-413.40-33	SUPPLIES	140.05	
556173166001	009514		01	03/31/2011	110-2006-413.40-33	SUPPLIES	68.73	
VENDOR TOTAL *							227.74	
0008045	ORIENTAL TRADING CO INC							
643541445-01	009428		01	03/31/2011	110-7060-451.60-65	EDUCATION SUPPLIES	350.02	
643579804-01	009429		01	03/31/2011	110-7060-451.60-65	EDUCATION SUPPLIES	39.98	
643579804-01	009430		01	03/31/2011	110-7060-451.60-39	EXHIBIT SUPPLIES	8.97	
VENDOR TOTAL *							398.97	
0019610	ORLAND FIRE PROTECTION DISTRICT							
03/15/2011	009190		01	03/31/2011	110-4020-422.60-11	TRAINING CLASS	65.00	
VENDOR TOTAL *							65.00	
0000415	ORR SAFETY CORP							
INV1841734	009285		01	03/31/2011	510-6056-502.50-08	GAS DETECTOR REPAIR	185.00	
INV1841733	009287		01	03/31/2011	510-6056-502.50-08	GAS DETECTOR REPAIR	93.00	
VENDOR TOTAL *							278.00	
0008717	PAT KEAN'S FRIENDLY FORD							
165151	009038		01	03/31/2011	110-6047-512.50-16	TRK/PARTS PD-17	27.83	
165336	009318		01	03/31/2011	110-6047-512.50-16	TRK/PARTS PD-20	240.35	
VENDOR TOTAL *							268.18	
0000419	PATTEN INDUSTRIES INC #774539							
P60C0221905	008910		01	03/31/2011	110-6047-512.50-16	PARTS/SUPPLIES	81.88	
VENDOR TOTAL *							81.88	
0019598	PEOPLEADMIN INC							
04167	008888		01	03/31/2011	110-2008-413.80-31	TRACKING MODULE/ANNUAL FE	18,000.00	

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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
0019598	PEOPLEADMIN INC						
					VENDOR TOTAL *	18,000.00	
0019213	PETERS, CARL						
JAN-DEC 2010	008976		01 03/31/2011	110-0000-313.03-03	UTILITY TAX REBATE	15.00	
JAN-DEC 2010	008977		01 03/31/2011	110-0000-313.01-01	UTILITY TAX REBATE	22.11	
JAN-DEC 2010	008978		01 03/31/2011	110-0000-313.02-02	UTILITY TAX REBATE	9.01	
JAN-DEC 2010	008979		01 03/31/2011	110-0000-260.02-00	UTILITY TAX REBATE	18.00	
					VENDOR TOTAL *	64.12	
0005900	PETTIBONE & CO, P F						
22421	009204		01 03/31/2011	110-5030-421.40-11	BADGES	1,707.35	
22454	009449		01 03/31/2011	110-5030-421.40-11	LAPEL PINS	512.80	
					VENDOR TOTAL *	2,220.15	
0001467	PINE, JOE						
03/01-03/17/11	008950		01 03/31/2011	110-0086-453.30-52	CATV PROF SVCS	87.50	
					VENDOR TOTAL *	87.50	
0019416	PITNEY BOWES INC - PITTSBURGH						
879004	009261		01 03/31/2011	110-2006-413.40-33	INK CARTRIDGES	135.98	
					VENDOR TOTAL *	135.98	
0013510	POLYDYNE, INC						
593236	009475		01 03/31/2011	510-6057-502.40-09	DAF PRESS POLYMER	5,472.00	
					VENDOR TOTAL *	5,472.00	
0013302	PRECISION CONTROL SYSTEMS OF						
16696	008997		01 03/31/2011	110-5030-421.30-98	MONTHLY MAINT FEE	273.00	
					VENDOR TOTAL *	273.00	
0014926	PRECISION LUBRICANTS (MID-TOWN)						
415133	008787		01 03/21/2011	110-6047-512.40-34	DRUM DEPOSIT	80.00	
416132	009463		01 03/31/2011	110-6047-512.40-34	OIL	482.00	
416134	009464		01 03/31/2011	110-6047-512.40-34	OIL	482.00	
416136	009465		01 03/31/2011	110-6047-512.40-34	OIL	795.00	
416133	009466		01 03/31/2011	110-6047-512.40-34	OIL	482.00	
416131	009467		01 03/31/2011	110-6047-512.40-34	OIL	438.58	
416135	009468		01 03/31/2011	110-6047-512.40-34	OIL	477.00	
					VENDOR TOTAL *	3,076.58	
0010820	RADABAUGH, MARK						
03/01-03/17/11	008949		01 03/31/2011	110-0086-453.30-52	CATV PROF SVCS	84.00	
					VENDOR TOTAL *	84.00	
0008558	RED WING SHOE STORE-DOWNERS GROVE						
450000004277	009096		01 03/31/2011	110-4020-422.60-98	FOOTWEAR	2,598.43	
450000004195	009097		01 03/31/2011	110-4020-422.60-98	FOOTWEAR	1,096.76	
450000004179	009098		01 03/31/2011	110-4020-422.60-98	FOOTWEAR	1,560.31	

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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
0008558 00045040938	RED WING SHOE STORE		01 03/31/2011	110-4020-422.60-98	BOOT DRYER	104.97	
					VENDOR TOTAL *	5,360.47	
0005969 307277 307277	RICMAR INDUSTRIES		01 03/31/2011 01 03/31/2011	510-6052-501.40-98 510-6057-502.40-24	SUPPLIES SUPPLIES	106.43 106.43	
					VENDOR TOTAL *	212.86	
0018926 03/14/2011	ROSENWINKEL, DAN		01 03/31/2011	510-6050-501.60-37	EXPENSE REIMBURSEMENT	15.00	
					VENDOR TOTAL *	15.00	
0008861 11-11781 11-11863	ROYAL RECOGNITION		01 03/31/2011 01 03/31/2011	110-2007-413.60-23 110-2007-413.60-23	SERVICE AWARD SERVICE AWARDS	182.03 270.40	
					VENDOR TOTAL *	452.43	
0016460 597483	RUBBER-INC		01 03/31/2011	110-6047-512.50-02	TIRE SUPPLIES	97.95	
					VENDOR TOTAL *	97.95	
0014055 030111	RUNNER'S SOUL, LLC		01 03/31/2011	110-4020-422.60-98	FOOTWEAR	1,098.00	
					VENDOR TOTAL *	1,098.00	
0019609 03/16/2011	RYAN, RICHARD J, ATTORNEY AT LAW		01 03/31/2011	110-0081-415.30-36	ADJUDICATION FEES	4,112.50	
					VENDOR TOTAL *	4,112.50	
0001751 3377169 RI 3377169 RI 3377169 RI 3377169 RI 3370685 RI 3373619 RI 3373620 3377169 RI 3377169 RI 3377169 RI 3377169 RI	S & S INDUSTRIAL SUPPLY		01 03/31/2011 01 03/31/2011	110-6041-432.40-98 110-6043-434.40-98 110-6044-435.40-98 110-6046-418.40-98 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.40-98 510-6052-501.40-98 510-6057-502.40-98	SUPPLIES SUPPLIES SUPPLIES SUPPLIES STOCK PARTS/SUPPLIES PARTS/SUPPLIES SUPPLIES SUPPLIES SUPPLIES	36.96 36.96 36.96 36.96 107.80 64.44 125.07 36.96 36.96 36.96	
					VENDOR TOTAL *	556.03	
0008163 6888609 6888128	S & S WORLDWIDE, INC		01 03/31/2011 01 03/31/2011	110-7060-451.60-65 110-7060-451.60-65	EDUCATION/PROG SUPPLIES EDUCATION/PROG SUPPLIES	506.50 179.94	
					VENDOR TOTAL *	686.44	
0012572	SHERWIN-WILLIAMS CO - VILLA PARK						

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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
0012572 6703-6	SHERWIN-WILLIAMS CO 008931		01 03/31/2011	110-6046-418.50-01	PAINT	24.99	
					VENDOR TOTAL *	24.99	
0015775 03/01-03/17/11	SINNOTT, SHAUN 008952		01 03/31/2011	110-0086-453.30-52	CATV PROF SVCS	118.25	
					VENDOR TOTAL *	118.25	
0001868 14402	SMITH ECOLOGICAL 009473		01 03/31/2011	510-6052-501.50-18	BATTERY BACKUP	199.00	
					VENDOR TOTAL *	199.00	
0014453 29060	SOLID IMPRESSIONS 009434		01 03/31/2011	110-7060-451.40-33	BUSINESS CARDS	69.00	
					VENDOR TOTAL *	69.00	
0018301 03/18/2011	SOLKA, WILLIAM 009116		01 03/31/2011	110-4020-422.60-98	EXPENSE REIMBURSEMENT	18.28	
					VENDOR TOTAL *	18.28	
0009444 FAE11-1 07	SOUTHWEST UNITED FIRE DISTRICTS 009110		01 03/31/2011	110-4020-422.60-11	TRAINING CLASS	850.00	
					VENDOR TOTAL *	850.00	
0000022 60694	SPRING RD BAKERY - JULIANNES 009203		01 03/31/2011	110-5030-421.60-14	DARE CAKE	50.00	
					VENDOR TOTAL *	50.00	
0000740 C63061	STANDARD EQPT CO 009040		01 03/31/2011	110-6042-433.50-16	TRK/PARTS PW25	266.32	
					VENDOR TOTAL *	266.32	
0017966 53987	STORINO, RAMELLO & DURKIN 008965		01 03/31/2011	110-0081-415.30-36	PROFESSIONAL SVCS	21,348.00	
53956	008968		01 03/31/2011	110-0081-415.30-36	PROFESSIONAL SVCS	700.00	
53989	008969		01 03/31/2011	110-0081-415.30-36	PROFESSIONAL SVCS	4,165.00	
53957	008970		01 03/31/2011	110-0081-415.30-36	PROFESSIONAL SVCS	201.25	
53958	008971		01 03/31/2011	110-0081-415.30-16	PROFESSIONAL SVCS	1,053.30	
53959	008972		01 03/31/2011	110-0081-415.30-36	PROFESSIONAL SVCS	1,557.50	
54006	008973		01 03/31/2011	110-0081-415.30-32	PROFESSIONAL SVCS	1,379.00	
53997	008974		01 03/31/2011	110-0081-415.30-32	PROFESSIONAL SVCS	5,160.25	
54007	008975		01 03/31/2011	110-0081-415.30-32	PROFESSIONAL SVCS	3,392.55	
53955	008966		01 03/31/2011	310-0089-461.30-52	PROFESSIONAL SVCS	1,120.00	
53988	008967		01 03/31/2011	310-0089-461.30-52	PROFESSIONAL SVCS	656.25	
					VENDOR TOTAL *	40,733.10	
0008443 1821920	STREICHER'S 009437		01 03/31/2011	110-5030-421.40-98	RANGE SUPPLIES	33.97	
					VENDOR TOTAL *	33.97	
0014290	SUBURBAN DOOR CHECK & LOCK SERVICE						

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
0014290 408040	SUBURBAN DOOR CHECK & LOCK SERVICE 008941		01 03/31/2011	110-5030-421.50-01	DOOR REPAIR	232.75	
					VENDOR TOTAL *	232.75	
0008228 7669 7640	SUBURBAN LABORATORIES INC 009477 009478		01 03/31/2011 01 03/31/2011	510-6051-501.30-33 510-6057-502.30-33	LAB TESTING LAB TESTING	234.00 445.50	
					VENDOR TOTAL *	679.50	
0007885 1400	SUBURBAN LIFE PUBLICATIONS 009189		01 03/31/2011	110-1001-411.30-54	LEGAL NOTICE	212.70	
					VENDOR TOTAL *	212.70	
0002854 2292	SUNRISE COMMUNICATIONS, INC 009167		01 03/31/2011	110-0086-453.30-52	DVD DUPLICATION	132.00	
					VENDOR TOTAL *	132.00	
0019418 413328 415067	SURE LUBRICANTS 009004 009005		01 03/31/2011 01 03/31/2011	510-6057-502.40-34 510-6057-502.40-34	OIL OIL	625.78 255.77	
					VENDOR TOTAL *	881.55	
0012426 3361	SUTTON, SCOTT/ELIZABETH 009045		01 03/31/2011	110-0000-260.02-00	VEHICLE STICKER REFUND	36.00	
					VENDOR TOTAL *	36.00	
0000877 03/14/2011	TANNEHILL, ROBERT A 008884		01 03/31/2011	110-5030-421.60-45	EXPENSE REIMBURSEMENT	61.71	
					VENDOR TOTAL *	61.71	
0019615 6766	TEED, JANICE 009291		01 03/31/2011	110-0000-260.02-00	VEHICLE STICKER REFUND	27.00	
					VENDOR TOTAL *	27.00	
0000525 00900367 70007220	TERRACE SUPPLY CO 008881 009458		01 03/31/2011 01 03/31/2011	110-5030-421.30-98 110-6047-512.50-08	TANK RENTAL SHOP WELDER REPAIRS	6.80 246.80	
					VENDOR TOTAL *	253.60	
0012940 SOINV000763999 SOINV000764669	THE TAPE CO 009168 008876		01 03/31/2011 01 03/31/2011	110-0086-453.40-66 110-5030-421.40-98	DVCAM/ALBUM CASE CUSTOM CD'S	295.20 102.00	
					VENDOR TOTAL *	397.20	
0017950 126136 126136 126136 126136	TODD, MICHAEL & CO, INC 008911 008912 008913 008914		01 03/31/2011 01 03/31/2011 01 03/31/2011 01 03/31/2011	110-5030-421.40-98 110-6041-432.40-98 110-6043-434.40-98 110-6044-435.40-98	SUPPLIES SUPPLIES SUPPLIES SUPPLIES	182.50 26.07 26.07 26.07	

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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
0017950	TODD, MICHAEL & CO, INC						
126136	008915		01 03/31/2011	110-6046-418.40-98	SUPPLIES	26.07	
126136	008916		01 03/31/2011	110-6047-512.40-98	SUPPLIES	26.07	
126136	008917		01 03/31/2011	510-6052-501.40-98	SUPPLIES	26.07	
126136	008918		01 03/31/2011	510-6057-502.40-98	SUPPLIES	26.07	
VENDOR TOTAL *						364.99	
0000533	TRAFFIC CONTROL & PROTECTION						
68873	009272		01 03/31/2011	110-6041-432.40-52	ALUMINUM BLANKS	239.40	
68874	009273		01 03/31/2011	110-6041-432.40-52	ALUMINUM BLANKS/STEEL STR	288.55	
VENDOR TOTAL *						527.95	
0000532	TRAFFIC CONTROL CORP						
0000047491	009176		01 03/31/2011	110-6044-435.40-60	TRAFFIC SIGNAL PARTS	806.00	
VENDOR TOTAL *						806.00	
0000403	TRANSCHICAGO TRUCK GROUP AND						
6156846	008908		01 03/31/2011	110-6047-512.50-16	PARTS/SUPPLIES	120.91	
6156250	008909		01 03/31/2011	110-6047-512.50-16	TRK/PARTS PW81	58.66	
6156829	009459		01 03/31/2011	110-6047-512.50-16	TRK/PARTS PW6	909.74	
6157262	009460		01 03/31/2011	110-6047-512.50-16	AUTO/PARTS E-12/STOCK	60.32	
6157231	009461		01 03/31/2011	110-6047-512.50-16	AUTO/PARTS E-12	19.44	
6157230	009462		01 03/31/2011	110-6047-512.50-16	AUTO/PARTS E-12	97.52	
VENDOR TOTAL *						1,266.59	
0000536	TREE TOWNS REPROGRAPHICS, INC						
0000157432	008935		01 03/31/2011	110-7060-451.50-01	MICROFILM PRINT	13.62	
VENDOR TOTAL *						13.62	
0019534	UNIFIRST CORP						
081 0679000	009170		01 03/31/2011	110-6041-432.40-62	UNIFORM SUPPLIES	106.25	
081 0681001	009360		01 03/31/2011	110-6041-432.40-62	UNIFORM SUPPLIES	104.00	
081 0679000	009171		01 03/31/2011	510-6052-501.40-62	UNIFORM SUPPLIES	106.25	
081 0681001	009361		01 03/31/2011	510-6052-501.40-62	UNIFORM SUPPLIES	104.00	
VENDOR TOTAL *						420.50	
0015470	UNIFORMITY INC						
IN191361	009191		01 03/31/2011	110-4020-422.40-62	UNIFORM SUPPLIES	40.54	
VENDOR TOTAL *						40.54	
0005115	UNIVERSAL TAXI DISPATCH, INC						
6872	009515		01 03/31/2011	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	723.00	
6872	009516		01 03/31/2011	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	6.00	
VENDOR TOTAL *						729.00	
0017465	UPS SHIPPER 5A30E3						
00005A30E3121	009487		01 03/31/2011	110-2008-413.30-49	SHIPPING FEES	9.22	
00005A30E3121	009486		01 03/31/2011	110-5030-421.30-49	SHIPPING FEES	15.38	
00005A30E3121	009488		01 03/31/2011	110-6044-435.40-98	SHIPPING FEES	64.68	

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
0017465	UPS SHIPPER 5A30E3						
					VENDOR TOTAL *	89.28	
0000550 03/01-03/17/11	URICK, EUGENIE 008962		01 03/31/2011	110-0086-453.30-52	CATV PROF SVCS	1,478.50	
					VENDOR TOTAL *	1,478.50	
0014788 2541392904	VERIZON WIRELESS 008872		01 03/31/2011	110-2008-413.30-98	MONTHLY PHONE	1,329.11	
					VENDOR TOTAL *	1,329.11	
0014891 220269/2 220301/2 220259/2 220302/2	VILLA PARK ACE 009008 009480 009481 009482		01 03/31/2011 01 03/31/2011 01 03/31/2011 01 03/31/2011	510-6057-502.50-08 510-6057-502.50-01 510-6057-502.50-01 510-6057-502.50-01	AUTO GREASER REPAIR LIME-RUST REMOVAL SUPPLIES CHAIN FENCE REPAIR	2.33 4.94 111.09 13.00	
					VENDOR TOTAL *	131.36	
0000560 01764214 01764748 01765472 01764212 01765437	VILLA PARK ELECTRICAL SUPPLY 009180 009178 009179 009181 009177		01 03/31/2011 01 03/31/2011 01 03/31/2011 01 03/31/2011 01 03/31/2011	110-4020-422.50-01 110-6044-435.40-98 110-6044-435.40-98 110-6044-435.40-98 530-0088-503.50-08	LAMP/BALLAST REPLACEMENT LUG REPLACEMENT BREAKER SWITCH AMP METER EXIT LIGHT REPLACEMENT	64.09 2.54 23.98 416.15 45.88	
					VENDOR TOTAL *	552.64	
0019607 104	VILLAGE OF HANOVER PARK 009104		01 03/31/2011	110-4020-422.60-11	REGISTRATION	25.00	
					VENDOR TOTAL *	25.00	
0011984 84614	WASHBURN MACHINERY INC 009111		01 03/31/2011	110-4020-422.50-01	WASHER REPAIR	199.00	
					VENDOR TOTAL *	199.00	
0017222 597929	WEIGHT WATCHERS NORTH AMERICA, INC 009260		01 03/31/2011	798-0000-210.39-00	MEETINGS	2,856.00	
					VENDOR TOTAL *	2,856.00	
0015717 401741 401939 401963 401941 401940	WENTWORTH TIRE-BENSENVILLE 009041 009362 009363 009364 009365		01 03/31/2011 01 03/31/2011 01 03/31/2011 01 03/31/2011 01 03/31/2011	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	STOCK TIRE/PW61 TIRE/E-12 TIRE DISPOSAL TIRES/PW81	98.69 25.00 115.02 82.00 1,609.80	
					VENDOR TOTAL *	1,930.51	
0000573 44709 44711	WEST AUTOMOTIVE SERVICE INC 009456 009457		01 03/31/2011 01 03/31/2011	110-6047-512.50-02 110-6047-512.50-02	ACCIDENT REPAIR/PD-17 ACCIDENT REPAIR/PD-14	1,325.66 2,222.82	

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
0000573	WEST AUTOMOTIVE SERVICE INC						
					VENDOR TOTAL *	3,548.48	
0000576	WEST SUBURBAN OP, INC.						
114305	009113		01 03/31/2011	110-4025-424.40-33	LABELING TAPE	18.99	
114199	008886		01 03/31/2011	110-6046-418.40-33	LABELS	21.23	
114165	008885		01 03/31/2011	510-6052-501.40-98	PENCILS/ERASER REFILLS	19.95	
					VENDOR TOTAL *	60.17	
0004668	WEST TOWN REFRIGERATION						
196751	009452		01 03/31/2011	110-5030-421.30-98	MONTHLY MAINT FEE	500.00	
196485	009453		01 03/31/2011	110-5030-421.50-01	HVAC REPAIR	2,750.04	
					VENDOR TOTAL *	3,250.04	
0002838	WHOLESALE DIRECT						
000184644	009274		01 03/31/2011	110-6041-432.40-98	SUPPLIES	16.08	
000184644	009275		01 03/31/2011	110-6043-434.40-98	SUPPLIES	16.07	
000184644	009276		01 03/31/2011	110-6044-435.40-98	SUPPLIES	16.07	
000184644	009277		01 03/31/2011	110-6046-418.40-98	SUPPLIES	16.07	
000184644	009278		01 03/31/2011	110-6047-512.40-98	SUPPLIES	16.07	
000184552	009281		01 03/31/2011	110-6047-512.50-16	AUTO PARTS/E-16	73.29	
000184644	009279		01 03/31/2011	510-6052-501.40-98	SUPPLIES	16.07	
000184644	009280		01 03/31/2011	510-6057-502.40-98	SUPPLIES	16.07	
					VENDOR TOTAL *	185.79	
0005753	WIEHE, MICHAEL						
03/09-03/10/11	009183		01 03/31/2011	110-5030-421.60-11	EXPENSE REIMBURSEMENT	15.81	
					VENDOR TOTAL *	15.81	
0010931	WORLD FUEL SERVICES						
366222	009210		01 03/31/2011	110-6047-512.40-18	DIESEL FUEL	23,860.71	
367439	009309		01 03/31/2011	110-6047-512.40-19	GASOLINE	20,854.92	
					VENDOR TOTAL *	44,715.63	
0000583	ZEP SALES & SERVICE						
30448868	008919		01 03/31/2011	110-6046-418.40-24	SUPPLIES	159.38	
30448868	008920		01 03/31/2011	510-6057-502.40-24	SUPPLIES	103.85	
					VENDOR TOTAL *	263.23	
0007560	ZIELINSKI, ELAINE						
JAN-DEC 2010	009439		01 03/31/2011	110-0000-313.03-03	UTILITY TAX REBATE	11.20	
					VENDOR TOTAL *	11.20	
0009183	303 TAXI						
18444	009043		01 03/31/2011	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	2,600.06	
18444	009044		01 03/31/2011	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	57.20	
					VENDOR TOTAL *	2,657.26	
					HAND ISSUED TOTAL ***		83,932.61

PREPARED 03/28/2011, 10:51:43
PROGRAM: GM339L
CITY OF ELMHURST, ILLINOIS
CITY

EXPENDITURE APPROVAL LIST
AS OF: 03/31/2011 CHECK DATE: 04/07/2011

BANK: 01

VEND NO	VENDOR NAME							
INVOICE NO	VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT	
0009183								
GRAND TOTAL						808,258.31	83,932.61	892,190.92

TOTAL EXPENDITURES ****



CITY OF ELMHURST

209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759

(630) 530-3000
www.elmhurst.org

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

March 30, 2011

To: City Manager Borchert
Re: Canvass – April 5, 2011 Consolidated Election

As the Local Election Authority, I request that the Finance, Council Affairs and Administrative Services Committee review Municipal Code section 2.12 *Date of Inauguration of Newly Elected Officials* and recommend Council authorize the City Attorney to change said section to comply with Illinois State Statute 10ILCS5/1-8.

I also request that the report include a motion to suspend with the rules to allow the committee report and relevant ordinance be approved on the same night as this issue is date sensitive.

Respectfully submitted,

Patty Spencer
City Clerk

**Copies To All
Elected Officials**

03-31-11

From: "Nelson, Doreen" <[redacted]>
To: [redacted]
CC: [redacted]
Date: 3/17/2011 12:20 PM
Subject: Canvass

Dear Patty:

In accordance with State Statutes, the Election Commission has up to 21 days after the election to investigate and process provisional ballots as well as accept absentee ballots postmarked before Election Day. The valid ballots will then be included in the election results necessary to canvass.

The last date to canvass results for the Consolidated Election is April 26, 2011 (21 days after the election). In concurrence with 10ILCS 5/1-8 the DuPage County Election Commission will canvass the results for all jurisdictions on that day. Upon the completion of the canvassing of election results by the DuPage County Canvassing Board a copy of the signed canvass and abstract will be mailed.

If you would prefer to pick up your canvass and abstract you may do so after 12:00 p.m. on April 26th. Please contact me at [redacted] or reply to this email to advise not to mail the results.

As a reminder: No members may be sworn in prior to the canvassing of the elections.

Doreen M. Nelson
Assistant Executive Director
DuPage County Election Commission
421 N. County Farm Road
P.O. Box 1087
Wheaton, IL 60187-1087

630-407-5600 (Main)

intent is filed at the office of the Election Commission and states:

“If a candidate fails to properly file this declaration, any votes cast for him or her, are deemed invalid and are not counted”.

XII. CANVASS OF ELECTION RESULTS

The Election Commission has up to 14 days after the Election to process provisional ballots and from that time 7 days to canvass the election results. For the April 5, 2011, Consolidated Election the last date by which the Election Commission must complete the canvass is, **April 26th**.

No members may be sworn in prior to the canvassing of the elections.

XIII. QUESTION AND ANSWER SESSION

2.12- Date of inauguration of newly elected officials.

- (a) The term of office of newly elected officials shall commence on the fourth Monday in April following the general municipal election, at a special City Council meeting held at that time for the purpose of installation of those newly elected officials.
- (b) No special meeting of the City Council shall be called between the third Monday of April and the first Monday of May following a general municipal election, except as stated in subsection (a) above.
- (c) The City Council is prohibited from raising or lowering the salary of any elected official between the time of the general election and the first regular meeting in May.

(4/6/81; 3/17/86)



CITY OF ELMHURST

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

March 31, 2011

TO: Mayor DiCianni and Members of the City Council
RE: Bid Results, Chevy Tahoe

In response to an invitation to bid for a 4x4 Special Service Vehicle City of Elmhurst advertised in the Elmhurst Independent on Wednesday, March 9, 2011, bids were received from four contractors. All bid packages were complete.

Bids were opened at 10:00 a.m. on Tuesday, March 22, 2011 by the City Clerk. The following is a summary of the bids received:

<u>Dealer</u>	<u>Total Bid Price for PD-2</u>
Hoskins Chevrolet Elk Grove Village, IL	\$24,297.00
Currie Fleet Forest Park, IL	\$26,050.00
Advantage Chevrolet Hodgkins, IL	\$26,451.00
Sunrise Chevrolet Glendale Heights, IL	\$28,655.00

Respectfully submitted,

Patty Spencer
Patty Spencer
City Clerk

3/31/2011



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CITY MANAGER

March 28, 2011

TO: Mayor DiCianni and Members of the City Council

Re: 2011 Tree Purchase & Planting Program

The Public Works and Building Committee met on Monday, March 28, 2011, to discuss the purchase and installation of tree stock through the Suburban Tree Consortium for the City's 2011 Tree Purchase & Planting Program. This includes regular tree replacements and new tree plantings.

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

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

Due to recent determinations by the Illinois Department of Labor, tree planting is now considered to be governed by Prevailing Wage Legislation. While that position is being challenged by the Suburban Tree Consortium, it is recommended that the City budget to pay the required prevailing wage rate until a final determination is made. There are 460 trees scheduled to be purchased at a cost of \$77,134.00. The cost for contractor services to plant the trees is \$75,900.00. Consequently the final cost to the City for 2011/12 tree planting will be \$153,034.00 (\$77,134.00 + \$75,900.00) less \$16,000.00 or \$137,034.00.

**Copies To All
Elected Officials**

3-31-11

Page 2.

To: Mayor DiCianni and Members of the City Council
Re: **2011 Tree Purchase & Planting Program**

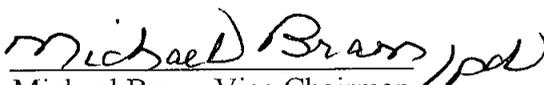
Funds have been allocated in the 2011/2012 budget, General Fund for the purchase of these trees in account number 110-6043-434-40-61 in the amount of \$85,000, and for planting in account number 110-6043-434-30-77 in the amount of \$85,000, pending Council approval of the 2011/2012 Budget.

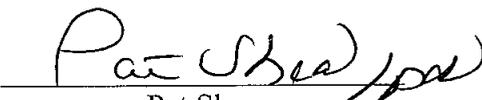
It is, therefore, the recommendation of the Public Works and Buildings Committee that the purchase of trees through the Suburban Tree Consortium as outlined above, be approved.

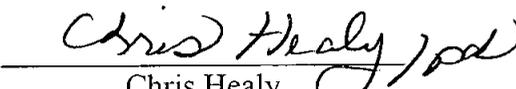
Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE


Jim Kennedy, Chairman


Michael Bram, Vice Chairman


Pat Shea


Chris Healy

**CITY OF ELMHURST 2011 TREE COSTS
PURCHASE SUMMARY**

PARKWAY TREES						
SPECIES	SIZE	NURSERY	# OF TREES	UNIT \$	TOTAL \$	SEE NOTE
Baldcypress	2"	Beaver Creek	18	\$175.00	\$3,150.00	
Beech, Riversii	2"	Wilson	37	\$218.00	\$8,066.00	
Birch, River	2"	Wilson	3	\$170.00	\$510.00	
Crabapple, Raindrop	2"	Beaver Creek	6	\$92.00	\$552.00	
Crabapple, Spring Snow	2"	Beaver Creek	19	\$92.00	\$1,748.00	
Elm, Resistant	2"	Hinsdale	42	\$156.00	\$6,552.00	
Ginkgo	2"	Hinsdale	10	\$233.00	\$2,330.00	
Ginkgo, Sentry	2"	Hinsdale	18	\$233.00	\$4,194.00	
Hackberry	2"	Beaver Creek	2	\$125.00	\$250.00	
Hawthorne, Thornless Cockspur	2"	Hinsdale	1	\$97.00	\$97.00	
Honeylocust	2"	Hinsdale	3	\$117.00	\$351.00	
Hornbeam, American	2"	Beaver Creek	9	\$180.00	\$1,620.00	
Lilac, Ivory Silk	2"	Beaver Creek	36	\$180.00	\$6,480.00	
Linden	2"	Wilson	24	\$175.00	\$4,200.00	
Maple, Armstrong Red	2"	Hinsdale	18	\$169.00	\$3,042.00	
Maple, Crimson King Norway	2"	Hinsdale	11	\$175.00	\$1,925.00	
Maple, Greencolumn Black	2"	Hinsdale	14	\$231.00	\$3,234.00	
Maple, Miyabe	2"	Beaver Creek	12	\$145.00	\$1,740.00	
Maple, Red (Autumn Blaze)	2"	Beaver Creek	32	\$100.00	\$3,200.00	
Maple, Sugar	2"	Hinsdale	16	\$136.00	\$2,176.00	
Oak, Bur	2"	Beaver Creek	20	\$180.00	\$3,600.00	
Oak, Columnar English	2"	Beaver Creek	11	\$175.00	\$1,925.00	
Oak, English	2"	Wilson	4	\$177.00	\$708.00	
Oak, Red	2"	Wilson	17	\$177.00	\$3,009.00	
Oak, Shingle	2"	Hinsdale	13	\$219.00	\$2,847.00	
Oak, Swamp White	2"	Beaver Creek	15	\$175.00	\$2,625.00	
Pear, Ornamental	2"	Beaver Creek	24	\$119.00	\$2,856.00	
Pine, White	8'	Beaver Creek	1	\$156.00	\$156.00	
Redbud	2"	Beaver Creek	1	\$185.00	\$185.00	
Serviceberry	2"	Hinsdale	7	\$146.00	\$1,022.00	
Sycamore, Ovation (or other)	2"	Beaver Creek	16	\$174.00	\$2,784.00	
		TOTALS	460		\$77,134.00	

CONTRACT PLANTING PUGSLEY & LAHAIE (P & L)						
TYPE	PLANTER	# OF TREES	UNIT \$	TOTAL \$	SEE NOTE	
2" caliper tree	P & L	459	\$165.00	\$75,735.00		
8' tall tree	P & L	1	\$165.00	\$165.00		
	TOTALS	460		\$75,900.00		



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CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

March 28, 2011

TO: Mayor DiCianni and Members of the City Council

RE: **Bids, 2011 Contract Paving Program**

The Public Works and Buildings Committee met on Monday, March 14 and Monday, March 28, 2011 to review bids for the 2011 Contract Paving Program. The thirteen (13) bids received from area contractors are summarized on Attachment "A".

The bids received will provide for the grinding and bituminous overlay of approximately 4.3 miles of asphalt streets and removal and replacement of approximately 19,000 lineal feet of curb and gutter. Other work will include utility structure adjustments, related storm sewer work, paving of driveway approaches, restoration of parkways, and traffic control.

The contract requires that the above work at each construction location shall be completed within 45 days from the date construction commenced at that location. The contractor is also required to maintain access to residential driveways at all times, with the exception of when the curb or a concrete driveway is actually poured or curing.

Schroeder & Schroeder, Inc. submitted the lowest responsible bid meeting all of the bidding requirements. Schroeder & Schroeder completed the Spring Road Business District sidewalk and curb and gutter replacement project in 2010 in a satisfactory manner.

Schroeder & Schroeder, Inc. submitted the second lowest bid for the asphalt patching work. The lowest bid for this item was made by Chicagoland Paving Contractors of Lake Zurich, IL. Staff contacted Chicagoland Paving, who indicated they were not interested in completing the patching as a separate project at the bid price submitted.

Copies To All
Elected Officials

3-31-11

cc: P.W. and
Bldg. Comm.

Mayor TPS Kopp
Hughes
3-24-11

TO: Mayor DiCianni and Members of the City Council
RE: Bids, 2011 Contract Paving Program

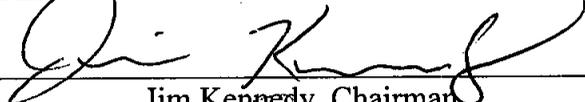
The bid includes \$1,437,847.04 to resurface 4.3 miles of asphalt streets. The remaining 0.7 mile of roadway paving is St. Charles Road from York Street to the Canadian National Railroad, which will be funded through the Illinois Department of Transportation's Emergency Repair Program. Monies for this work have been provided in the FY11/12 Budget in the following accounts as described below:

<u>ACCOUNT DESCRIPTION</u>	<u>ACCOUNT CODE</u>	<u>BUDGET AMOUNT</u>	<u>BID AMOUNT</u>
2011 Street Resurfacing	110-6041-432-80-15	\$ 1,500,000	\$1,437,847.04
Asphalt Patching	110-6041-432-30-02	\$ 70,000	\$ 70,000.00
	510-6052-501-30-02	\$ 30,000	\$ 30,000.00
	510-6056-502-30-02	\$ 20,000	\$ 20,000.00
Totals		\$ 1,620,000	\$1,557,847.04

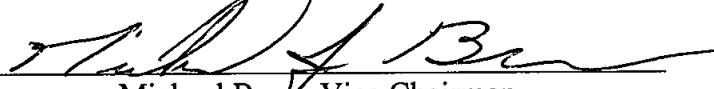
It is, therefore, the recommendation of the Public Works and Building Committee that the low bid in the amount of \$1,557,847.04 from Schroeder & Schroeder, Inc. for the 2011 Contract Paving Program be accepted and the City attorney be authorized to draft a resolution approving a contract with Schroeder & Schroeder, Inc.

Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE



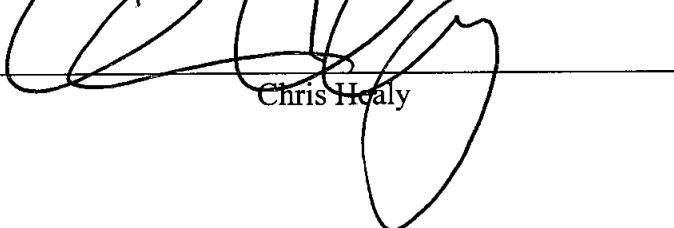
Jim Kennedy, Chairman



Michael Bran, Vice Chairman



Pat Shea



Chris Healy

ATTACHMENT "A"

<u>Contractor</u>	<u>Total Price</u>
Schroeder & Schroeder, Inc. Skokie, IL	\$1,557,847.04
Arrow Road Construction Mt. Prospect, IL	\$1,562,959.00
Orange Crush Hillside, IL	\$1,566,291.75
Brothers Asphalt Paving Addison, IL	\$1,582,022.95
G&M Cement Construction Addison, IL	\$1,584,774.55
C-A Construction Bloomington, IL	\$1,587,035.00
DiNatale Construction, Inc. Addison, IL	\$1,594,728.50
Chicagoland Paving Contractors, Inc. Lake Zurich, IL	\$1,639,980.15
K-Five Construction Lemont, IL	\$1,645,015.55
Johnson Paving Bloomington, IL	\$1,798,899.49
Triggi Construction West Chicago, IL	\$1,804,797.50
R.W. Dunteman Co. Addison, IL	\$1,846,980.84
Lorusso Cement Contractors West Chicago, IL	\$2,050,087.10



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CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

April 4, 2011

TO: Mayor Peter P. Dicianni and Members of the City Council

RE: Bid, One (1) Chevrolet Tahoe Special Service Vehicle.

The Public Affairs and Safety Committee met on Monday, March 28, 2011 to discuss bids received to replace One (1) Chevrolet Tahoe Special Service Vehicle for the Police Department. (PD-2).

Invitations to Bid were sent out to (8) eight-area dealers for One (1) Chevrolet Tahoe Special Service Vehicle. The results are listed below:

<u>Dealer</u>	<u>Total Price For PD-2</u>
Hoskins Chevrolet, Elk Grove Village, IL	\$24,297.00
Currie Fleet Forest Park, IL	\$26,050.00
Advantage Chevrolet, Hodgkins, IL	\$26,451.00
Sunrise Chevrolet, Glendale Heights, IL	\$28,655.00
Castle Chevrolet, Villa Park, IL	No Bid Received
Haggerty Chevrolet, Glen Ellyn, IL	No Bid Received
Bill Jacobs Chevrolet, Joliet, IL	No Bid Received
Shepard Chevrolet, Lake Bluff, IL	No Bid received

The low bid from Hoskins Chevrolet, Elk Grove Village, IL meets all the specifications. The price reflects a trade-in allowance of \$ (6,235.00) for PD-2. This unit will be used in the Police Department.

Funds have been provided in the FY 2010/2011 Vehicle account under the following account number: \$32,000 in 110-5030-421-80-06. Delivery is 10 to 12 weeks after receipt of order.

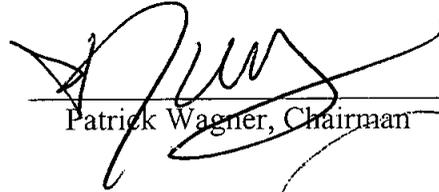
**PUBLIC AFFAIRS &
SAFETY COMMITTEE**

*Mayor TPB Kopp
Neubauer Spencer ATTY
3-24-11*

**Copies To All
Elected Officials
3-31-11**

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Council approve the purchase of one 2011 Chevrolet Tahoe from Hoskins Chevrolet, Elk Grove Village, IL, to replace PD-2. It is also the recommendation of the Public Affairs and Safety Committee that the City Council authorize the disposal of old PD-2 by trading this vehicle as part of the purchase. The total cost of one 2011 Chevrolet Tahoe less the trade-in is \$24,297.00.

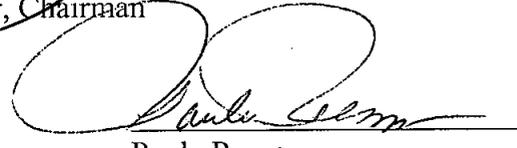
Respectfully submitted,
Public Affairs and Safety Committee



Patrick Wagner, Chairman



Scott Levin



Paula Pezza



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

March 28, 2011

To: Mayor DiCianni and Members of City Council

Re: **Request for 2011 Elmhurst Jaycees Carnival**

The Public Affairs and Safety Committee met on March 28, 2011 to discuss the request by the Elmhurst Jaycees for approval for a Temporary Use and Events Permit for a 2011 Elmhurst Jaycees Carnival.

The 2011 Elmhurst Jaycees Carnival will take place June 10 - 13, 2011. Carnival operators will arrive to set up on Sunday, June 6th, with set up starting Tuesday, June 8th. The event schedule is as follows:

Thursday, June 10	Carnival will be open 5 p.m. to 10 p.m.
Friday, June 11	Carnival will be open 11 a.m. to 10 p.m.
Saturday, June 12	Carnival will open 9 a.m. to 11 a.m. – Special Kids Day Carnival will be open to public 11 a.m. to 10 p.m.
Sunday, June 13	Carnival will open 11 a.m. to close at 5 p.m.

The Carnival will take place on Park Street between Myrtle and Prospect Avenues.

As a safety precaution for pedestrians walking to the Carnival, the Jaycees are responsible to provide crossing guards at the railroad tracks at both Myrtle and Prospect crossings, as well as street corners, from Prospect to York Road to assist in safe travel of pedestrians from the carnival to the location of the City Centre Concert Series. The Jaycees will be working with the Police Department for assistance in acquiring crossing guards from Police Academy graduates and Elmhurst Police Explorers. Ultimately the responsibility for crossing guards is that of the Elmhurst Jaycees.

The Jaycees will provide The City of Elmhurst a written contract with Elmhurst College regarding the utilization of college property for carnival rides, vehicle and trailer storage and parking.

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

Insurance will be provided by Elmhurst Jaycees and approved by the City Attorney.

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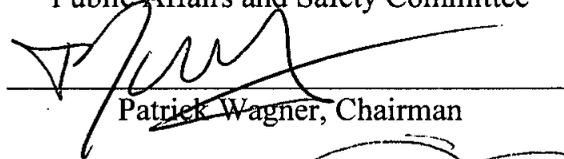
3-31-11

The Committee felt that this was a beneficial event for the City and that all details will have been approved by the Police, Fire and Public Works Departments prior to the issuance of the permit.

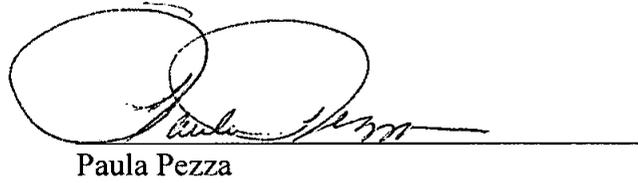
If at any point prior to or during the event the Police Chief, Fire Chief, Public Works or the City Manager / designee feels that there is a reason to stop a ride or the shut down the carnival they have that right.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Council authorize the City Manager to issue the Temporary Use and Events Permit as requested by the Elmhurst Jaycees for the proposed 2011 Elmhurst Jaycees Carnival June 10 – 13, 2011.

Respectfully submitted,
Public Affairs and Safety Committee


Patrick Wagner, Chairman


Scott M. Levin


Paula Pezza

**PUBLIC AFFAIRS &
SAFETY COMMITTEE**
Mayor TPB Koff
Paula Pezza Spencer ATty
3-24-11



CITY OF ELMHURST

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CITY CLERK
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CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

March 28, 2011

To: Mayor DiCianni and Members of the City Council

Re: **Pedicab Licensing and Annual Fees**

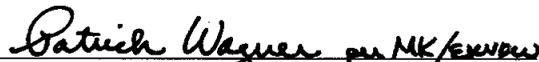
The Public Affairs and Safety Committee met on March 28, 2011 to discuss the request from Alderman Pat Wagner to review the City's general licensing requirements and permit fees for pedicab operators serving the Elmhurst community.

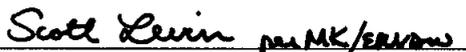
The pedicab service provides a unique service to Elmhurst's central business district areas, adding quality to the ambiance of the area and is important for the vitality and charm of the area, not unlike horse-drawn carriage operators in the Chicago loop area. The unique character of the pedicabs encourages residents and families to visit, explore and utilize Elmhurst businesses.

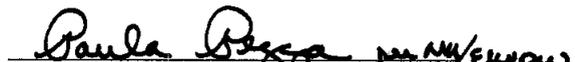
The current annual licensing and permit fees for pedicabs serving the Elmhurst Community have a disproportionate impact to the pedicab operators relative to their seasonal earnings. The request is to revise the annual fee schedule for background checks for pedicab operators from the current \$75 per year to \$45 per year.

It is therefore the recommendation of the Public Affairs and Safety Committee that the City Council approve a revision in the fee schedule for pedicab operators serving the Elmhurst Community by decreasing the annual fee for background checks for pedicab operators from the current \$75 per year to \$45 per year.

Respectfully submitted,
Public Affairs and Safety Committee


Patrick Wagner, Chairman


Scott Levin


Paula Pezza



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March 29, 2011

To: Mayor DiCianni and Members of the City Council

Re: Risk Management Insurance Renewals – Fiscal 2012

The Finance, Council Affairs and Administrative Services Committee met March 28, 2011, to review the proposed risk management insurance renewals for fiscal 2012.

Although basically self-insured, the City of Elmhurst maintains insurance to protect against losses in excess of a pre-determined self-insured loss retention (SIR). Mr. Rich Stokluska, Area Senior Vice President with Arthur J. Gallagher Risk Management Services, Inc. (Gallagher), the City's broker for risk management insurances, reviewed the fiscal 2012 insurance renewals with the Finance Committee, as presented below:

General, Auto and Public Officials Liability Insurance: The current SIR for liability coverage is \$250,000, and the liability limit is \$10,000,000. Gallagher requested quotes from two carriers, the current carrier, Ironshore Specialty Insurance Co., and from Lexington Insurance Co. Lexington declined to quote because they can not compete with the incumbent carrier's current pricing and rates. The fiscal 2011 premium is \$135,000, and Ironshore quoted \$135,000 for fiscal 2012. The A.M. Best rating for Ironshore is A-XIII. Staff recommended purchasing the policy from Ironshore for fiscal 2012, and the Finance Committee concurred with staff recommendation. The Finance Committee also reviewed the current liability limit, and concurred that it remains prudent to maintain the \$10,000,000 liability limit.

Property Insurance: The SIR for property coverage is \$100,000. This program includes coverage for real and personal property, mobile equipment, data processing equipment/media and auto physical damage. The property insurance also includes business interruption loss insurance, which is a means of protecting the City against loss of sales tax revenue if a major sales tax payer was impacted by a disaster such as a tornado or flood. Chubb Group is the City's current carrier, and the current premium is \$49,190. The quote from Chubb for fiscal 2012 is \$52,035, a \$2,845 increase (5.8%) compared to the prior year premium. The increase is primarily due to an adjustment in the value of the mobile equipment coverage. The A.M. Best rating for Chubb is A++XV. Staff recommended that property insurance continue to be purchased from Chubb. The Finance Committee concurred with staff recommendation.

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03/31/2011

Page 2

March 29, 2011

To: Mayor DiCianni and Members of the City Council

Re: Risk Management Insurance Renewals – Fiscal 2012

Excess Workers' Compensation Insurance: The SIR for excess workers' compensation insurance is currently \$500,000 for police and firefighter classifications, and \$425,000 for all other classifications. Gallagher requested quotes from two carriers, Safety National Casualty Corporation, the City's current carrier, and Midlands/Gotham. Midlands/Gotham declined to quote because they can not compete with the incumbent carrier's current pricing and rates. Safety National, with whom the City has contracted for this service since 1979, remains the most competitive excess workers' compensation insurance carrier in the municipal marketplace. The A.M. Best rating for Safety National is AIX. For fiscal 2011, Safety National offered a two-year policy, with a premium of \$69,057 for the first year with a premium rate of 4.0%. Safety National guaranteed that the premium rate would remain unchanged in the second year (fiscal 2012); therefore the only change in the premium would be due to the change in covered payroll. The two-year policy was selected, and the premium for fiscal 2012, the second year of the policy, is \$70,443, a 2% increase compared to prior year.

Broker Fees: For three years, since fiscal 2010, all insurance premiums have excluded broker fees. At that time, a three-year broker fee contract was negotiated with Gallagher at the rate of \$36,000 each year.

Mr. Stokluska recommended an increase in the liability limit for the City's crime/employee dishonesty policy, from a limit of \$100,000 to a limit of \$500,000. The deductible would also increase from \$1,000 to \$5,000. Claims experience in this area over the last several years has trended to \$250,000 and greater, and the \$500,000 liability limit for this type of policy is now more standard amongst municipalities. The annual premium would increase \$516, from \$1,509 to \$2,025, for the increased coverage. The Finance Committee concurred with the recommendation to increase the liability limit to \$500,000 for the crime/employee dishonesty policy from Hartford Insurance Company.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council accept the proposal from Arthur J. Gallagher Risk Management Services, Inc., for fiscal year 2012 for General, Auto and Public Officials Liability Insurance, Property Insurance and Excess Workers' Compensation Insurance, as described above.

Respectfully submitted,
FINANCE, COUNCIL AFFAIRS AND
ADMINISTRATIVE SERVICES COMMITTEE

Stephen W. Hipskind, Chairman

Kevin L. York, Vice Chairman

Mark A. Mulliner

Diane Gutenkauf



CITY OF ELMHURST

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THOMAS P. BORCHERT
CITY MANAGER

March 28, 2011

TO: Mayor DiCianni and Members of the City Council

RE: **538 W. St. Charles Road Variance – Oversight Committee Findings**
Request for variation from sections 15-133.5 and 15-133.15 of the DuPage County, Countywide Stormwater and Floodplain Ordinance for the proposed commercial development at 538 W. St. Charles Road.

Date of Authorization:

Date of Legal Notice of Public Hearing	March 4, 2011
Date of Scheduled Hearing	March 28, 2011

Petitioner's Request:

A variance is requested for maximum flood depth in a parking lot in accordance with section 15-133.5 and for ten feet of fill from a floodplain in accordance with section 15-133.15 in a waiver community.

Testimony:

Mr. Randy Bus, a professional civil engineer representing the petitioner, presented the petitioner's case. Mr. Bus explained that the petitioner is seeking to redevelopment the land where the former old Brady-White Furniture stood. The existing 100-year floodplain is located within the alley to the south and part of Scott Street to the west. He stated that this site is protected from Salt Creek flooding by the City's levee system but that in the 100-year flood event local storm sewers can back up and cause flooding.

Mr. Bus informed the Committee that the proposed redevelopment will include a new building that is located near the footprint of the former furniture building. He stated that redeveloping the site while meeting the current Ordinance requirements would be very difficult and that variances would be needed. Mr. Bus explained that the two variance requests were for parking lot ponding depths exceeding 12" in flood events and for having less than 10 feet of fill between the floodplain limits and the new building structure.

Mr. Bus explained that the new parking stalls on the south and southwest sides of the building could not be raised because they had to match the existing elevation of the alley and Scott Street. The petitioner would prevent cars from being flooded within these stalls by installing signage warning that the area is subject to flooding during extreme events. He also stated that most of those parking stalls would be used by employees of the proposed businesses and their parking tendencies would not be for long periods of time or overnight.

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03/31/2011

Mr. Bus explained that the variance requesting less than 10 feet of fill would be appropriate because the finished floor of the proposed building would be 3 to 4 feet higher than the 100-year floodplain. In addition he stated that the proposed building would not have a basement and the foundation wall that would be subject to contact with the flood waters would be constructed of a monolithically poured concrete wall which would prevent seepage.

Mike Hughes, Director of Public Works, explained the requirements of the ordinance and the issues that lead to the variance request. Mr. Hughes explained that the variance request was provided to all the Salt Creek watershed communities. No questions or comments were received regarding this variance request. He stated staff review of the variance request found no negative impacts to the neighborhood. In addition staff has been in contact with DuPage County staff and they do not object to the variances as similar variances have been approved in the past. DuPage County staff has requested that the variance only be approved by the City of Elmhurst if it is contingent upon DuPage County Stormwater Committee approval. The DuPage County Stormwater Committee will hear the variance request on April 5th. City of Elmhurst staff recommends approval of the variance requests to allow responsible development at this location.

Public Comment:

No public comments opposing this request were made.

Discussion:

Director of Public Works Mike Hughes explained the City's responsibility to enforce and administer the DuPage County, Countywide Stormwater and Floodplain Ordinance. He noted that there are no negative impacts to the neighborhood from this proposed development.

The Committee discussed the proposed development and made the following findings:

1. Criterion: Granting the variance shall not alter the essential character of the area involved, including existing stream uses; and
Finding: The Committee finds that the proposed building will function in the same manner as the former building on the property and therefore will not alter the character of the surrounding area. In addition, the development will improve stormwater drainage of the area.
2. Criterion: Carrying out the strict letter of the provisions of this Ordinance or the waiver community ordinance would create an undue or particular hardship or difficulty on a specific developer or owner; and
Finding: The Committee finds that carrying out the strict letter of the Ordinance would create an undue hardship for the developer.
3. Criterion: The relief requested is the minimum necessary and there are no means other than the requested variance by which the alleged hardship can be avoided or remedied to a degree sufficient to permit the reasonable continuation of the development; and
Finding: The Committee finds that due to the existing grades of the alley to the south and Scott Street to the west that the proposed development has no means other than the requested variances by which the hardships can be avoided in order to meet existing grades.

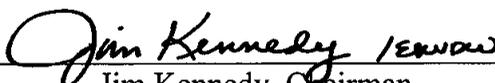
4. Criterion: The applicant's circumstances are unique and do not present a general condition or problem; and
Finding: The Committee finds that the proposed development is unique because it is protected from the floodwaters of Salt Creek by the levee system and any potential floodwaters impacting the site would derive from localized flooding of the storm sewer system. In addition the proposed development is essentially replacing the former existing building while improving the site by meeting current flood proofing, compensatory floodplain storage, and development stormwater storage requirements.
5. Criterion: The subject development is exceptional as compared to other developments subject to the same provision; and
Finding: The Committee finds that the site is exceptional and without the variances this site may not be redeveloped.
6. Criterion: A development proposed for a special management area could not be constructed if it were limited to areas outside the special management area.
Finding: The Committee finds that the existing development is already partially within the floodplain and redevelopment of this property would not be possible without the variances.

The Stormwater Oversight Committee found that the petitioner met all of the required criteria. The Stormwater Oversight Committee approval is contingent on the applicant's successful acquisition of DuPage County Stormwater Committee approval of this variance request.

Recommendation:

Based on the ability of the petitioner to satisfy the requirements for granting a variance, the Stormwater Oversight Committee voted unanimously to approve the petitioner's request. Therefore, it is the recommendation of the Stormwater Oversight Committee that the variance requests for 538 W. St. Charles Road be approved as outlined above.

Respectfully submitted,



Jim Kennedy, Chairman



Michael Bram, Vice Chairman



Chris Healy



Pat Shea

O-12-2011

**AN ORDINANCE VACATING A PORTION
OF THE SCOTT STREET RIGHT-OF-WAY**

WHEREAS, the City of Elmhurst ("City") owns or is otherwise in control of a certain right-of-way known as Scott Street, located wholly within the corporate boundaries of the City; and

WHEREAS, the City is the owner of a certain vacant parcel of the property, located generally at the southeast corner of St. Charles Road and Route 83 (Robert Kingery Highway), and commonly known as 368 Scott Street, (part of) P.I.N. 06-10-204-003, legally described on Exhibit A, attached hereto and made a part hereof ("City Property"); and

WHEREAS, pursuant to the terms and conditions of that certain Development Agreement, by and between the City and 538 Elmhurst LLC, dated March 21, 2011 ("Development Agreement"), the City is to vacate that portion of Scott Street that is south of St. Charles Road and immediately west of the City Property ("Scott Street ROW"), to facilitate the development of certain property west of Scott Street for a high-end retail center ("Development Property"); and

WHEREAS, the City Council has determined that the Scott Street ROW, encompassing approximately 9,370 square feet, as more particularly legally described and depicted on the plat of vacation, attached hereto and made a part hereof as Exhibit B ("Plat of Vacation") is no longer useful to the City, nor in the best interests of the City to retain ownership or control thereof; and

WHEREAS, it appears that the Scott Street ROW is a right-of-way situated within the territorial limits of the City and, as such, pursuant to Illinois statute, is subject to the

determination by the corporate authorities that the potential benefits to be derived from the vacation and incorporation of the aforesaid Scott Street ROW into the City Property, to facilitate the development of the Development Property for retail use, as provided for under the Development Agreement, supports the necessary consideration for vacating the Scott Street ROW.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Elmhurst, DuPage and Cook Counties, Illinois, in exercise of its home rule power, as follows:

SECTION 1. The statements contained in the preamble hereto are found to be true and correct and are hereby incorporated as part of this Ordinance.

SECTION 2. The Scott Street ROW, encompassing approximately 9370 square feet, as more particularly depicted on Exhibit B, is hereby vacated in its entirety to the City Property, and that the Plat of Vacation, attached hereto as Exhibit B, is hereby approved.

SECTION 3. The City hereby reserves any and all interest it may have as grantee of any easements, or that of any licensee or franchisee pursuant to the franchise agreement with the City, in and to any public utilities on, under, within or above the Scott Street ROW hereby vacated.

SECTION 4. The vacation herein provided for is made upon the findings that the City acquiring fee simple title to the City Property and the inclusion of the Scott Street ROW into the City Property, to provide certain parking and stormwater easements to allow for the development of the Development Property into a high quality, first class, retail facility, and the commensurate economic benefits to be provided to the City, in the judgment of the Mayor and City Council, shall provide the consideration to the City for the use of the Scott Street ROW being vacated herein to the City Property for the benefit of the development.

SECTION 5. Once executed the City Clerk is hereby authorized and directed to file with the DuPage County Recorder a true and accurate copy of this Ordinance and any plats and documents relating thereto upon this Ordinance becoming effective.

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

ADOPTED this ____ day of _____, 2011, pursuant to a roll call vote as follows:

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

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance – Vacating portions of Scott Street ROW - to the City to allow for the development of adjoining retail center.

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the terms and conditions of the Development Agreement, dated March 21, 2011, previously approved by the City Council, an ordinance to provide the vacation of that portion of the Scott Street ROW that is adjacent to the City-owned property at the southeast corner of St. Charles Road and Route 83 and is south of the southerly right-of-way of St. Charles Road encompassing approximately 9370 square feet to the City for the purpose of providing the necessary parking and utility easements to facilitate the development of the adjoining retail center. Please be advised that this Ordinance requires the affirmative vote of three-quarters (3/4ths) of the Aldermen holding office (11 Aldermen votes).

EXHIBIT A

Legal Description

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.

EXHIBIT B

Plat of Vacation

PLAT OF VACATION

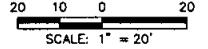
THIS PLAT WAS SUBMITTED TO THE COUNTY RECORDER FOR THE PURPOSES OF RECORDING BY:

(PRINT NAME)

(ADDRESS)

(CITY/TOWN) (STATE) (ZIP CODE)

PART OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.



PARCEL INDEX NUMBER
NONE
PUBLIC STREET IN
CITY OF ELMHURST

VACATION DESCRIPTION

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.

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS) SS.
COUNTY OF DU PAGE)

THIS INSTRUMENT _____, WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE _____ DAY OF _____ A.D., 20____ AT _____ O'CLOCK _____ M. AND WAS RECORDED IN BOOK _____ OF PLATS ON PAGE _____.

RECORDER OF DEEDS

CITY OF ELMHURST

STATE OF ILLINOIS) SS.
COUNTY OF DU PAGE)

APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ELMHURST THIS _____ DAY OF _____ A.D., 20____.

MAYOR

ATTEST: _____
CITY CLERK

GRANTOR/GRANTEE

STATE OF ILLINOIS) SS.
COUNTY OF DU PAGE)

THE CITY OF ELMHURST, AS GRANTOR, DOES HEREBY GRANT & CONVEY UNTO GRANTEE, THE CITY OF ELMHURST, THE REAL ESTATE DESCRIBED HEREIN.

DATED THIS _____ DAY, OF _____ A.D., 2011.

BY: _____
TITLE: _____

SURVEYOR'S CERTIFICATE

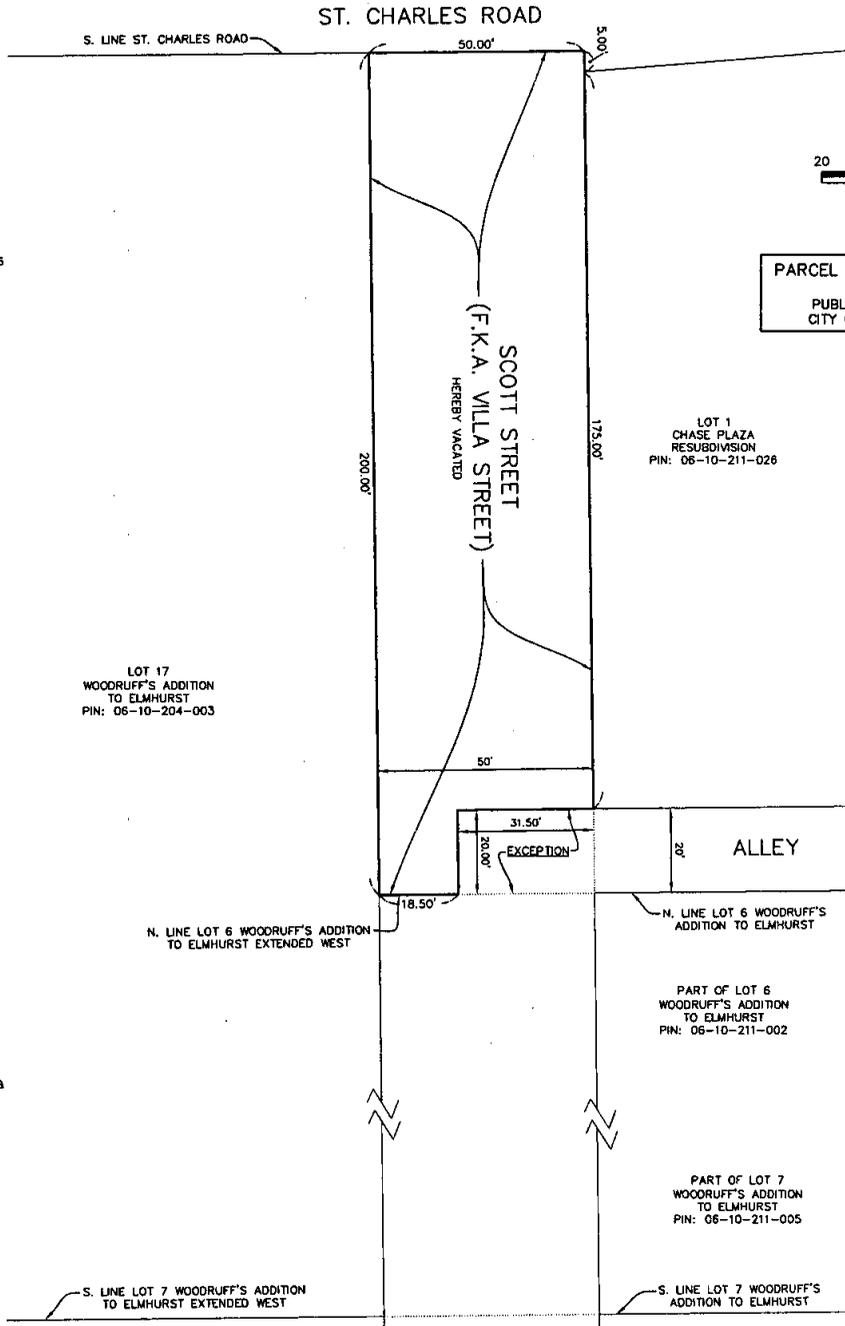
STATE OF ILLINOIS) SS.
COUNTY OF DU PAGE)

THIS IS TO CERTIFY THAT I, PETER A. BLAESER, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THE PLAT OF VACATION FOR THE PROPERTY DESCRIBED HEREON.

DATED THIS 4TH DAY OF JANUARY, A.D., 2011.

LINE LEGEND

- PROPOSED R.O.W. VACATION/LIMITS OF R.O.W. VACATION (Heavy Solid Lines)
- PROPERTY LINE OR RIGHT-OF-WAY LINE (Light Solid Line)



PREPARED BY:
CEMCON, Ltd.

Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 754003 FILE NAME: PLAT VACATION
DRAWN BY: KOA FLD. BK. / PG. NO.: 019/7-10
COMPLETION DATE: 1-4-11 JOB NO.: 754.003
02-18-11/LAL REVISED PER CITY COMMENTS
03-01-11/LAL REVISED PER CITY COMMENTS
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PLAT FILE 06/10/11 01:54 BY LESUE

O-13-2011

**AN ORDINANCE TO APPROVE AN EASEMENT
AND OPERATION AGREEMENT BY AND BETWEEN
THE CITY OF ELMHURST AND 538 ELMHURST, LLC**

WHEREAS, the City of Elmhurst ("City") is or will be the owner of a certain vacant parcel of the property consisting of a parcel of City-owned property, located generally at the southeast corner of St. Charles Road and Route 83 (Robert Kingery Highway), and commonly known as 368 Scott Street, (part of) P.I.N. 06-10-204-003, together with a portion of the adjoining and vacated Scott Street right-of-way, both of which parcels are legally described on Exhibit A, attached hereto and made a part hereof ("City Property"); and

WHEREAS, pursuant to the terms and conditions of that certain Development Agreement, by and between the City and 538 Elmhurst, LLC ("Developer"), dated March 21, 2011 ("Development Agreement"), the City is to grant and enter into that certain Easement and Operation Agreement ("Easement and Operation Agreement"), with the Developer granting certain temporary and permanent construction, utility, parking, landscape and storm-water management easements, to facilitate the Developer's development of certain property west of Scott Street for a high-end retail center ("Development Property"), subject to and upon the terms and conditions contained therein.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Elmhurst, DuPage and Cook Counties, Illinois, in exercise of its home rule power, as follows:

SECTION 1. The statements contained in the preamble hereto are found to be true and correct and are hereby incorporated as part of this Ordinance.

SECTION 2. Pursuant to and in furtherance of the Development Agreement, it is hereby determined that the public interest will be served by approving and accepting the Easement and

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Elected Officials

3/31/2011

Operation Agreement to provide for certain temporary and permanent construction, utility, parking, landscape and storm-water management easements in, over, under, across, along, and under the surface of the City Property, pursuant to those terms and conditions specifically provided for in the attached Easement and Operation Agreement, a copy of which is attached hereto as Exhibit B and made a part hereof.

SECTION 3. That the City Mayor be and hereby is authorized and directed to execute and the City Clerk be and hereby is authorized and directed to attest and place the corporate seal upon any and all documents necessary to effectuate the Easement and Operation Agreement.

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

ADOPTED this ____ day of _____, 2011, pursuant to a roll call vote as follows:

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

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance – Granting and entering into a certain Easement and Operation Agreement, pursuant to the Scott Street Retail Development Agreement

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the terms and conditions of the Development Agreement, dated March 21, 2011, previously approved by the City Council, an ordinance to authorize, grant and enter into a certain Easement and Operation Agreement that provides for the terms and conditions under which the City will grant certain temporary and permanent construction, parking, utility, landscape and storm-water management easements to facilitate the proposed retail development adjacent thereto.

EXHIBIT A

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 B

Easement and Operation Agreement

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 by 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 is 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. Firsell
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"

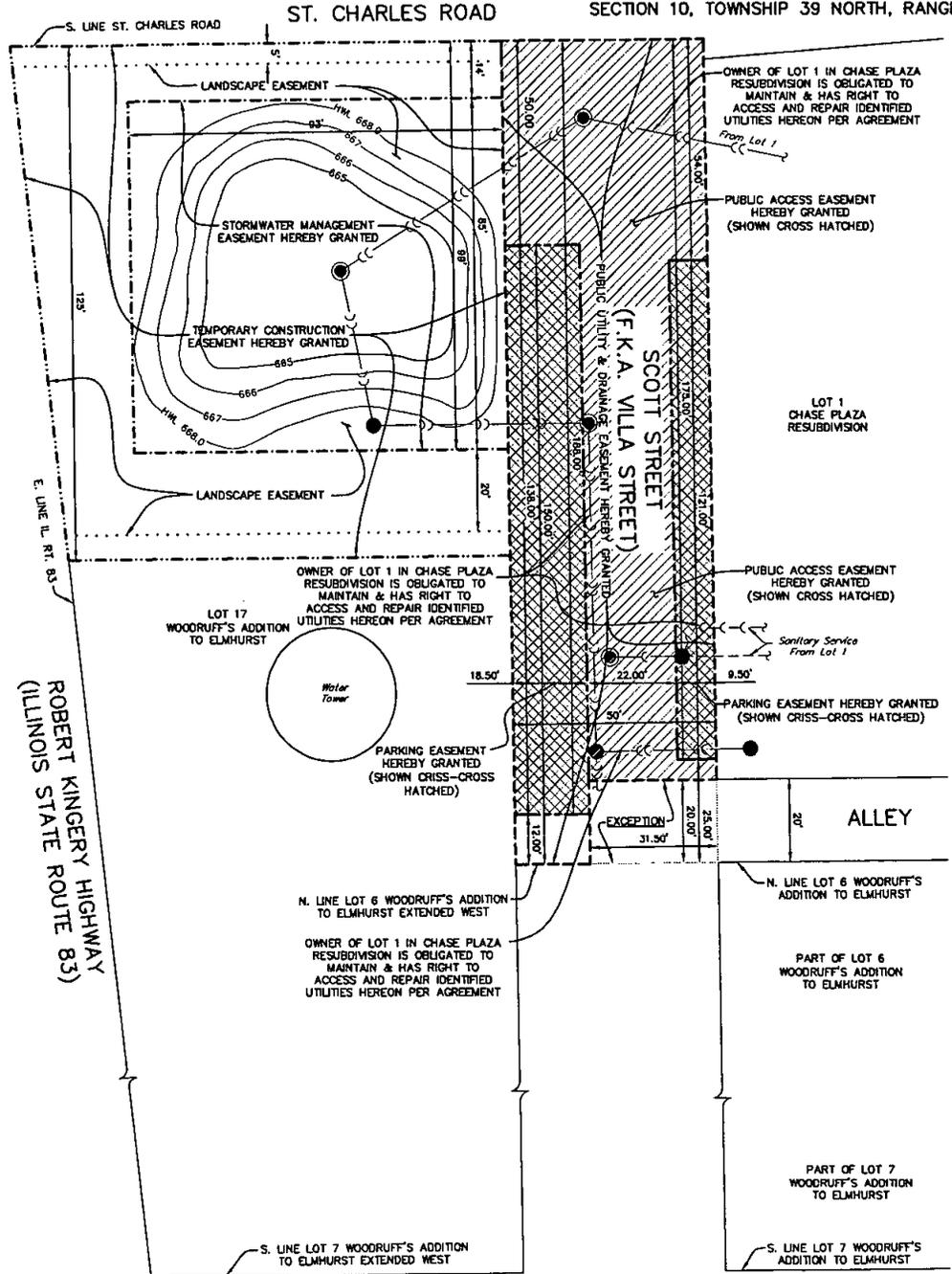
Easement Exhibit

SEE ATTACHED

EASEMENT EXHIBIT

PARCEL INDEX NUMBER
08-10-204-003
368 SCOTT STREET & SCOTT STREET
ELMHURST, ILLINOIS

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, AND PART OF VACATED SCOTT STREET, ALL IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.



LINE LEGEND

- PROPERTY LINE OR RIGHT-OF-WAY LINE (Light Solid Line)
- - - PUBLIC UTILITY & DRAINAGE EASEMENT (Heavy Dashed Lines)
- · - · - STORMWATER MANAGEMENT EASEMENT LINE (Heavy Dashed-Dotted Lines)
- - - - - TEMPORARY CONSTRUCTION EASEMENT LINE (Heavy Dashed-Double Dotted Lines)
- · · · · LANDSCAPE EASEMENT (Heavy Dotted Lines)
- [Cross Hatch] PUBLIC ACCESS EASEMENT LINE (Heavy Double Dashed Lines with Cross Hatch)
- [Criss-Cross Hatch] PARKING EASEMENT LINE (Heavy Double Dashed Lines with Criss-Cross Hatch)
- S SANITARY SEWER (SEE FINAL ENGINEERING PLANS FOR LOT 1)
- S STORM SEWER (SEE FINAL ENGINEERING PLANS FOR LOT 1)



20 10 0 20
SCALE: 1" = 20'

PUBLIC UTILITY & DRAINAGE EASEMENT DESCRIPTION

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.

PUBLIC ACCESS EASEMENT DESCRIPTION

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 AND ALSO EXCEPTING THE WEST 18.50 FEET OF THE SOUTH 150.00 FEET THEREOF AND ALSO EXCEPTING THE EAST 9.50 FEET OF THE NORTH 175.00 FEET THEREOF, IN DUPAGE COUNTY, ILLINOIS.

PARKING EASEMENT DESCRIPTION

THAT PART OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

THE WEST 18.50 FEET OF THE SOUTH 138.00 FEET OF THE NORTH 188.00 FEET AND ALSO THE EAST 9.50 FEET OF THE SOUTH 121.00 FEET OF THE NORTH 175.00 FEET OF THAT PART OF SCOTT STREET LYING SOUTH OF ST. CHARLES ROAD, 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.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

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.

STORMWATER MANAGEMENT EASEMENT DESCRIPTION

THE SOUTH 85 FEET OF THE NORTH 99 FEET OF THE EAST 93 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.

LANDSCAPE EASEMENT

THE SOUTH 114 FEET OF THE NORTH 119 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.

PREPARED BY:

CEMCON, Ltd.

Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9875
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 754003 FILE NAME: EASEMENT EXHIBIT
DRAWN BY: KOA FLD. BK. / PG. NO.: D19/7-10
COMPLETION DATE: 1-5-10 JOB NO.: 754-003
REVISED: 02-18-11/LAL PER CITY COMMENTS
REVISED: 02-25-11/LAL ADD CONTOURS, WATER TOWER AND LANDSCAPE ESMNT.
REVISED: 03-01-11/LAL PER CITY COMMENTS
REVISED: 03-31-11/KOA PARKING ESMNT. LIMITS

DRAWING PAK: R:\74003\Draw\CEMCON\Draw\EASEMENT EXHIBIT.dwg
PLOT FILE CREATED: 04/27/11 - 10:58 AM BY: Y404

EXHIBIT "D"

Site Plan

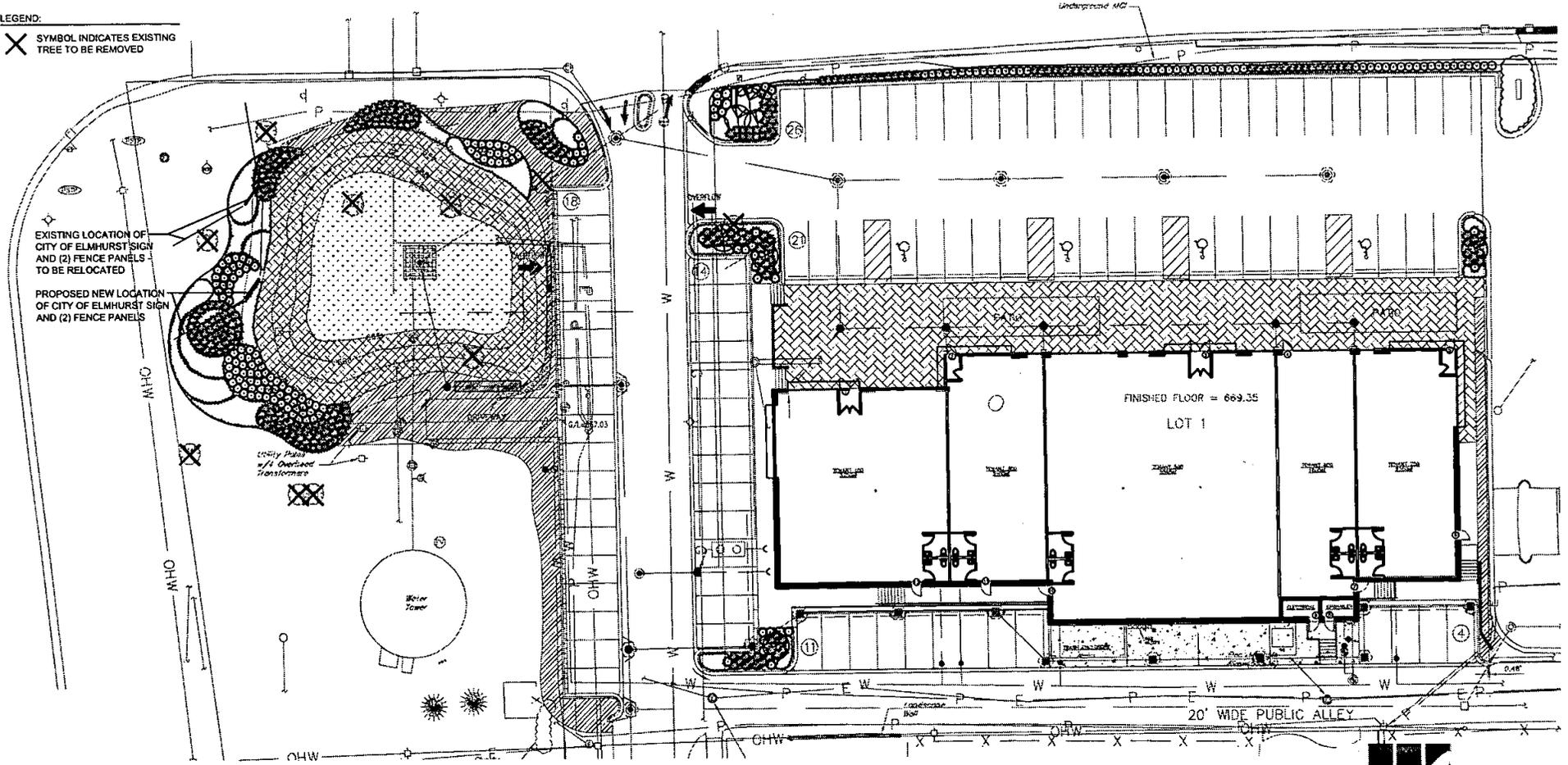
SEE ATTACHED

LEGEND:

X SYMBOL INDICATES EXISTING TREE TO BE REMOVED

EXISTING LOCATION OF CITY OF ELMHURST SIGN AND (2) FENCE PANELS TO BE RELOCATED

PROPOSED NEW LOCATION OF CITY OF ELMHURST SIGN AND (2) FENCE PANELS



LANDSCAPE PLAN
EXHIBIT - JANUARY 31, 2011

SCALE: 1" = 30'-0"

538 St. Charles Road
Commercial Building
Elmhurst, IL

538 ELMHURST, LLC
1200 WEST KENICOTT DRIVE
LAKE FOREST, IL 60045



dickson design
STUDIO.

DICKSONDESIGNSTUDIO.COM

1548 E ALGONQUIN ROAD #227
ALGONQUIN IL 60102
847 878 4019

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.

O-14-2011

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION
OF A NON-EXCLUSIVE LICENSE AGREEMENT BY AND BETWEEN THE
SPRING ROAD BUSINESS ASSOCIATION AND THE CITY OF ELMHURST,
DUPAGE AND COOK COUNTIES, ILLINOIS (PET/BIKE PARADE)**

WHEREAS, the Spring Road Business Association (“Licensee”) seeks to utilize property commonly known as that part of Spring Road located between 567 Spring Road and 447 Spring Road, Elmhurst, Illinois, (the “Property”) for its annual Spring Road Pet and Bike Parade (the “Event”) as described in the Non-Exclusive License Agreement attached hereto as Exhibit A (the “Agreement”); and

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

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

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

PRESENTED to the City Council of the City of Elmhurst, Illinois, this ___th day of April, 2011.

PASSED by the City Council of the City of Elmhurst, Illinois, this ___th day of April, 2011.

APPROVED by the Mayor of the City of Elmhurst, Illinois, this ___th day of April, 2011.

Peter P. DiCianni III, Mayor

ATTEST:

Patty Spencer, City Clerk

COUNCIL VOTE:

Ayes: _____

Nays: _____

Absent: _____

COUNCIL ACTION SUMMARY

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

ORIGINATOR: Public Affairs and Safety Committee, City Manager, City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendations of the City of Elmhurst Public Affairs and Safety Committee, attached for Council consideration is an ordinance granting approval and authorization to execute the Non-Exclusive License Agreement (the "Agreement") by and between Spring Road Business Association and the City of Elmhurst. The Agreement grants the Spring Road Business Association a temporary non-exclusive license to use public property for its 2011 Spring Road Pet and Bike Parade. The Agreement has been reviewed by the City Manager and the City Attorney, and the terms of the Agreement meet the City's requirements and standards for insurance and indemnification that have been applied to applicants for similar licensing in the past.

EXHIBIT A

NON-EXCLUSIVE LICENSE AGREEMENT

Non-Exclusive License Agreement

This License Agreement ("License") is made and entered into on this ____ day of April, 2011 by and between the City of Elmhurst, Illinois, an Illinois municipal corporation (herein referred to as "Licensor") and the Spring Road Business Association, an Illinois Not-for-Profit Corporation (herein referred to as "Licensee").

Licensee desires to enter onto the property commonly known as that part of Spring Road between 567 Spring Road and 447 Spring Road, Elmhurst, Illinois (the "Property"), for the purpose of utilizing the Property for its annual Spring Road Pet and Bike Parade (the "Event"), and the Licensor is willing to grant Licensee a temporary non-exclusive license to do so, on the terms and conditions set forth below.

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

(1) **TERM.** The term of this License shall be one day, beginning May 24, 2011 at 11:30 AM and ending at 3:00 PM on May 24, 2011 (the "License Term").

(2) **RESTRICTION ON USE.** Licensee and Users shall only use the Property for the purposes of the Event. Licensee and Users shall not store or permit any storage of any materials or items on the Property. Licensee and Users shall only use the Property between the hours of 11:30 AM and 3:00 PM. The Licensee shall not alter the Property in any fashion without the written consent of the Licensor. The Licensee's use of the Property shall not be exclusive and shall not interfere with the Licensor's use of or access to the Property.

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

(4) **CONDITION; MAINTENANCE; REPAIR.** Licensee accepts the Property in its current condition and Licensor makes no representations concerning the condition of the Property. Licensor has no duty or obligation to maintain or repair the Property during the License Term. Any maintenance or repairs made to the Property by the Licensee shall be made at the sole expense of the Licensee and the Licensee shall have no right to recover any amounts for said maintenance or repairs from the Licensor. Further, Licensor shall not be liable to Licensee or Users for any damage or injury to any of them or their property occasioned by the failure of the Licensor to keep the

Property maintained and in repair. Except as approved by the Licensor, Licensee and Users shall not attach, affix or exhibit or permit to be attached, affixed or exhibited any articles of permanent or semi-permanent character or any sign, attached or detached, with any writing, printing of symbols thereof, on or about the Property, or upon any appurtenances thereto.

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

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

No later than thirty (30) days prior to the Event, the Licensee shall furnish, or cause their contractors to furnish, to the Licensor, a certificate of insurance evidencing commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate limits and otherwise reasonably satisfactory to the Licensor. The insurance policy shall be expressly endorsed to include the Licensor, as additional insured. Such insurance shall be maintained during the License Term.

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

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

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

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

[REST OF PAGE LEFT INTENTIONALLY BLANK]

LICENSOR

City of Elmhurst, an Illinois municipal corporation

By: _____
Peter P. DiCianni, III, Mayor

Attest: _____
Patty Spencer, City Clerk

LICENSEE

Spring Road Business Association.

By: _____
Pasquale Moreci, President

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

Before me, the undersigned, a Notary Public in and for said county and state, on this day of April ____, 2011, personally appeared Peter P. DiCianni III and Patty Spencer, to me known to be the Mayor and Clerk, respectively, of the City of Elmhurst, an Illinois municipal corporation, who executed the foregoing Non-Exclusive License Agreement and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act of the City of Elmhurst, for the uses and purposes therein set forth.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

On this ____ day of April 2011, before me, a Notary Public in and for said State, personally appeared, Pasquale Moreci, President of the Spring Road Business Association, to me personally known, who being by me duly sworn did say that he executed the foregoing Non-Exclusive License Agreement as his voluntary act and deed for the purposes set forth herein.

Notary Public

My Commission Expires: _____

O- 15-2011

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION
OF A NON-EXCLUSIVE LICENSE AGREEMENT BY AND BETWEEN THE
YORK AND VALLETTE BUSINESS ASSOCIATION AND THE CITY OF ELMHURST,
DUPAGE AND COOK COUNTIES, ILLINOIS (FARMER'S MARKET)**

WHEREAS, the York and Vallette Business Association ("Licensee") seeks to utilize property commonly known as the Municipal Parking Lot located east of York Road on Vallette Street, Elmhurst, Illinois, (the "Property") for its annual 2011 Farmer's Market Events (the "Events") as described in the Non-Exclusive License Agreement attached hereto as Exhibit A (the "Agreement"); and

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

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

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

PRESENTED to the City Council of the City of Elmhurst, Illinois, this ___th day of April, 2011.

PASSED by the City Council of the City of Elmhurst, Illinois, this ___th day of April, 2011.

APPROVED by the Mayor of the City of Elmhurst, Illinois, this ___th day of April, 2011.

Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes: _____

Nays: _____

Absent: _____

COUNCIL ACTION SUMMARY

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

ORIGINATOR: Public Affairs and Safety Committee, City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendations of the City of Elmhurst Public Affairs and Safety Committee, attached for Council consideration is an ordinance granting approval and authorization to execute the Non-Exclusive License Agreement (the "Agreement") by and between York and Vallette Business Association and the City of Elmhurst. The Agreement grants the York and Vallette Business Association a temporary non-exclusive license to use public property for its 2011 Farmers Market Events. The Agreement has been reviewed by the City Manager and the City Attorney, and the terms of the Agreement meet the City's requirements and standards for insurance and indemnification that have been applied to applicants for similar licensing in the past.

EXHIBIT A

NON-EXCLUSIVE LICENSE AGREEMENT

Non-Exclusive License Agreement

This License Agreement ("License") is made and entered into on this ____ day of _____, 2011 by and between the City of Elmhurst, Illinois, an Illinois municipal corporation (herein referred to as "Licensor") and York & Vallette Business Association (herein referred to as "Licensee").

Licensee desires to enter onto the property commonly known as the Municipal Parking Lot located east of York Road on Vallette Street, Elmhurst, Illinois (the "Property"), for the purpose of utilizing the Property for its 2011 Farmer's Market Events (the "Events"), and the Licensor is willing to grant Licensee a temporary non-exclusive license to do so, of the terms and conditions set forth below. Said terms and conditions are mutually found to constitute good and sufficient consideration for the grant of the temporary non-exclusive license contemplated herein.

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

(1) **TERM.** The term of this License shall be twenty-two (22) days, specifically each Wednesday, from June 1, 2011 to October 26, 2011 between the hours of 7:00 AM and 1:00 PM (the "License Term").

(2) **RESTRICTION ON USE.** Licensee and Users shall only use the Property for the purposes of the Events. Licensee and Users shall not store or permit any storage of any materials or items on the Property except in relation to the purposes of the event. Licensee and Users shall only use the Property between the hours of 7:00 AM and 1:00 PM on the dates specified above. The Licensee shall not alter the Property in any fashion without the written consent of the Licensor. The Licensee's use of the Property shall not be exclusive and shall not interfere with the Licensor's use of or access to the Property.

Licensee shall not carry on, upon the Property, or any part thereof, or permit to be carried on, any trade, business or use of an unsafe or unhealthful nature, or which shall constitute a nuisance. Licensee and users shall comply with all applicable statutes of the State of Illinois and Ordinances of the City of Elmhurst and County of DuPage with respect to the sale or storage of food products on the property for the term of this License. Licensee shall not use, or permit to be used, said Property, or any part thereof, for any illegal, immoral, or adult business (as defined in the Municipal Code of the City of Elmhurst) or purpose whatsoever. Licensee and Users shall comply with the requirements of the City of Elmhurst Police and Fire Departments in producing the Events and shall confer with said departments to ensure safety and compliance with all City Ordinances.

(3) **CONDITION; MAINTENANCE; REPAIR.** Licensee accepts the Property in its current condition and Licensor makes no representations concerning the condition of the Property. Licensor has no duty or obligation to maintain or repair the Property during the License Term. Any

maintenance or repairs made to the Property by the Licensee shall be made at the sole expense of the Licensee and the Licensee shall have no right to recover any amounts for said maintenance or repairs from the Licensor. Further, Licensor shall not be liable to Licensee or Users for any damage or injury to any of them or their property occasioned by the failure of the Licensor to keep the Property maintained and in repair. Except as approved by the Licensor, Licensee and Users shall not attach, affix or exhibit or permit to be attached, affixed or exhibited any articles of permanent or semi-permanent character or any sign, attached or detached, with any writing, printing of symbols thereof, on or about the Property, or upon any appurtenances thereto.

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

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

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

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

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

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

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LICENSOR

City of Elmhurst, an Illinois municipal corporation

By: _____
Peter P. DiCianni III, Mayor

Attest: _____
Patty Spender, City Clerk

LICENSEE

York & Vallette Business Association

By: _____
E.F. "Todd" Benson, President

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

Before me, the undersigned, a Notary Public in and for said county and state, on this ____ day of April, 2011, personally appeared Peter P. DiCianni III and Patty Spencer, to me known to be the Mayor and Clerk, respectively, of the City of Elmhurst, an Illinois municipal corporation, who executed the foregoing Non-Exclusive License Agreement and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act of the City of Elmhurst, for the uses and purposes therein set forth.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

On this ____ day of _____, 2011, before me, a Notary Public in and for said State, personally appeared, _____, to me personally known, who being by me duly sworn did say that he executed the said instrument as his voluntary act and deed for the purposes set forth herein.

Notary Public

My Commission Expires: _____

O- 16-2011

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE LICENSE AGREEMENT BY AND BETWEEN THE ELMHURST CHAMBER OF COMMERCE AND THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS (MEMORIAL DAY PARADE)

WHEREAS, the Elmhurst Chamber of Commerce (“Licensee”) seeks to utilize portions of Addison Road, Michigan Avenue, Hahn Street, Illinois Street, First Street, Park Avenue, Third Street, York Street, Schiller Street, Robert Palmer Drive, Church Street, and Prospect Avenue, Elmhurst, Illinois (the “Property”) for its annual Memorial Day Parade (the “Event”) as described in the Non-Exclusive License Agreement attached hereto as Exhibit A (the “Agreement”); and

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

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

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

PRESENTED to the City Council of the City of Elmhurst, Illinois, this ___th day of April,
2011.

PASSED by the City Council of the City of Elmhurst, Illinois, this ___th day of April,
2011.

APPROVED by the Mayor of the City of Elmhurst, Illinois, this ___th day of April, 2011.

Peter P. DiCianni, III Mayor

ATTEST:

Patty Spencer, City Clerk

COUNCIL VOTE:

Ayes: _____

Nays: _____

Absent: _____

COUNCIL ACTION SUMMARY

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

ORIGINATOR: Public Affairs and Safety Committee, City Manager, City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendations of the City of Elmhurst Public Affairs and Safety Committee, attached for Council consideration is an ordinance granting approval and authorization to execute the Non-Exclusive License Agreement (the "Agreement") by and between the Elmhurst Chamber of Commerce and the City of Elmhurst. The Agreement grants the Elmhurst Chamber of Commerce a temporary non-exclusive license to use public property for its 2011 Memorial Day Parade. The Agreement has been reviewed the City Manager and the City Attorney, and the terms of the Agreement meet the City's requirements and standards for insurance and indemnification that have been applied to applicants for similar licensing in the past.

EXHIBIT A

NON-EXCLUSIVE LICENSE AGREEMENT

Non-Exclusive License Agreement

This License Agreement ("License") is made and entered into on this ____ day of April, 2011 by and between the City of Elmhurst, Illinois, an Illinois municipal corporation (herein referred to as "Licensor") and the Elmhurst Chamber of Commerce, an Illinois Not-for-Profit Corporation (herein referred to as "Licensee").

Licensee desires to enter onto the property commonly known as that part of Addison Road, Michigan Avenue, Hahn Street, Illinois Street, First Street, Park Avenue, Third Street, York Street, Schiller Street, Robert Palmer Drive, Church Street, and Prospect Avenue, Elmhurst, Illinois, as illustrated in Exhibit A attached hereto and made a part hereof (the "Property"), for the purpose of utilizing the Property for its annual Memorial Day Parade event (the "Event"), and the Licensor is willing to grant Licensee a non-exclusive license to do so, on the terms and conditions set forth below.

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

(1) **TERM.** The term of this License shall be one day, beginning May 30, 2011 at 8:00 AM and ending at 2:00 PM on May 30, 2011 (the "License Term").

(2) **RESTRICTION ON USE.** Licensee and Users shall only use the Property for the purposes of the Event. Licensee and Users shall not store or permit any storage of any materials or items on the Property. Licensee and Users shall only use the Property between the hours of 8:00 AM and 2:00 PM. The Licensee shall not alter the Property in any fashion without the written consent of the Licensor. The Licensee's use of the Property shall not be exclusive and shall not interfere with the Licensor's use of or access to the Property.

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

(4) **CONDITION; MAINTENANCE; REPAIR.** Licensee accepts the Property in its current condition and Licensor makes no representations concerning the condition of the Property. Licensor has no duty or obligation to maintain or repair the Property during the License Term. Any maintenance or repairs made to the Property by the Licensee shall be made at the sole expense of the Licensee and the Licensee shall have no right to recover any amounts for said maintenance or repairs from the Licensor. Further, Licensor shall not be liable to Licensee or Users for any damage or injury to any of them or their property occasioned by the failure of the Licensor to keep the Property maintained and in repair. Except as approved by the Licensor, Licensee and Users shall

not attach, affix or exhibit or permit to be attached, affixed or exhibited any articles of permanent or semi-permanent character or any sign, attached or detached, with any writing, printing of symbols thereof, on or about the Property, or upon any appurtenances thereto.

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

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

No later than thirty (30) days prior to the Event, the Licensee shall furnish, or cause its contractors to furnish, to the Licensor, a certificate of insurance evidencing commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate limits and otherwise reasonably satisfactory to the Licensor. The insurance policy shall be expressly endorsed to include the Licensor, as additional insured. Such insurance shall be maintained during the License Term.

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

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

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

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

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LICENSOR

City of Elmhurst, an Illinois municipal corporation

By: _____
Peter P. DiCianni III, Mayor

Attest: _____
Patty Spencer, City Clerk

LICENSEE

Elmhurst Chamber of Commerce

By: _____
John Quigley, President

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

Before me, the undersigned, a Notary Public in and for said county and state, on this ____ day of April, 2011, personally appeared Peter P. DiCianni III and Patty Spencer, to me known to be the Mayor and Clerk, respectively, of the City of Elmhurst, an Illinois municipal corporation, who executed the foregoing Non-Exclusive License Agreement and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act of the City of Elmhurst, for the uses and purposes therein set forth.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

On this ____ day of April, 2011, before me, a Notary Public in and for said State, personally appeared, _____, to me personally known, who being by me duly sworn did say that he/she executed the foregoing Non-Exclusive License Agreement as his/her voluntary act and deed for the purposes set forth herein.

Notary Public

My Commission Expires: _____

O-17-2011

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION
OF A NON-EXCLUSIVE LICENSE AGREEMENT BY AND BETWEEN
MARIE RYAN AND THE CITY OF ELMHURST,
DUPAGE AND COOK COUNTIES, ILLINOIS (ANNIE RYAN FUN RUN)**

WHEREAS, Marie Ryan (“Licensee”) seeks to utilize part of the right-of-way of the City of Elmhurst (the “Property”) for the 12th Annual Annie Ryan Fun Run Event (the “Event”) as described in the agreement attached hereto as Exhibit A (the “Agreement”); and

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

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

1. That the Non-Exclusive License Agreement, attached hereto and made a part hereof as Exhibit A, is approved and execution of the License Agreement by the Mayor and City Clerk is hereby ratified.
2. That the officials, officers, employees and agents of the City are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this Ordinance and the License Agreement.

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3. That this Ordinance shall be in full force and effect upon and after its passage 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

COUNCIL ACTION SUMMARY

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

ORIGINATOR: Public Affairs and Safety Committee, City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendations of the City of Elmhurst Public Affairs and Safety Committee, attached for Council consideration is an ordinance granting approval and authorization to execute the Non-Exclusive License Agreement (the "Agreement") by and between Marie Ryan and the City of Elmhurst. The Agreement grants Marie Ryan a temporary non-exclusive license to use public property for the 12th Annual Annie Ryan Fun Run Event. The Agreement has been reviewed by the City Manager and the City Attorney, and the terms of the Agreement meet the City's requirements and standards for insurance and indemnification that have been applied to applicants for similar licensing in the past.

EXHIBIT A

NON-EXCLUSIVE LICENSE AGREEMENT

Non-Exclusive License Agreement

This License Agreement ("License") is made and entered into on this ____ day of April, 2011 by and between the City of Elmhurst, Illinois, an Illinois municipal corporation (herein referred to as "Licensor") and Mrs. Marie Ryan (herein referred to as "Licensee").

Licensee desires to enter onto the property commonly known as that part of South Street, Poplar Street, Crescent Street, Cedar Street, Vallete Street and Electric Avenue, Elmhurst, Illinois, as illustrated in Exhibit A attached hereto and made a part hereof (the "Property"), for the purpose of utilizing the Property for the 12th Annual "Annie Ryan Fun Run" Event (the "Event"), and the Licensor is willing to grant Licensee a non-exclusive license to do so, on the terms and conditions set forth below.

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

(1) TERM. The term of this License shall be one day, beginning May 15, 2011 at 8:00 AM and ending at 10:30 AM (the "License Term").

(2) RESTRICTION ON USE. Licensee and Users shall only use the Property for the purposes of the Event. Licensee and Users shall not store or permit any storage of any materials or items on the Property. Licensee and Users shall only use the Property between the hours of 8:00 AM and 10:30 AM. The Licensee shall not alter the Property in any fashion without the written consent of the Licensor. The Licensee's use of the Property shall not be exclusive and shall not interfere with the Licensor's use of or access to the Property.

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

(3) CONDITION; MAINTENANCE; REPAIR. Licensee accepts the Property in its current condition and Licensor makes no representations concerning the condition of the Property. Licensor has no duty or obligation to maintain or repair the Property during the License Term. Any maintenance or repairs made to the Property by the Licensee shall be made at the sole expense of the Licensee and the Licensee shall have no right to recover any amounts for said maintenance or repairs from the Licensor. Further, Licensor shall not be liable to Licensee or Users for any damage or injury to any of them or their property occasioned by the failure of the Licensor to keep the

Property maintained and in repair. Except as approved by the Licensor, Licensee and Users shall not attach, affix or exhibit or permit to be attached, affixed or exhibited any articles of permanent or semi-permanent character or any sign, attached or detached, with any writing, printing of symbols thereof, on or about the Property, or upon any appurtenances thereto.

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

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

No later than thirty (30) days prior to the Event, the Licensee shall furnish, or cause its contractors to furnish, to the Licensor, a certificate of insurance evidencing commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate limits and otherwise reasonably satisfactory to the Licensor. The insurance policy shall be expressly endorsed to include the Licensor, as additional insured. Such insurance shall be maintained during the License Term.

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

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

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

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

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LICENSOR

City of Elmhurst, an Illinois municipal corporation

By: _____
Peter P. DiCianni III, Mayor

Attest: _____
Patty Spencer, City Clerk

LICENSEE

By: _____
Marie Ryan

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

Before me, the undersigned, a Notary Public in and for said county and state, on this day of April ____, 2011, personally appeared Peter P. DiCianni III and Patty Spencer, to me known to be the Mayor and Clerk, respectively, of the City of Elmhurst, an Illinois municipal corporation, who executed the foregoing Non-Exclusive License Agreement and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act of the City of Elmhurst, for the uses and purposes therein set forth.

Notary Public

My Commission Expires: _____

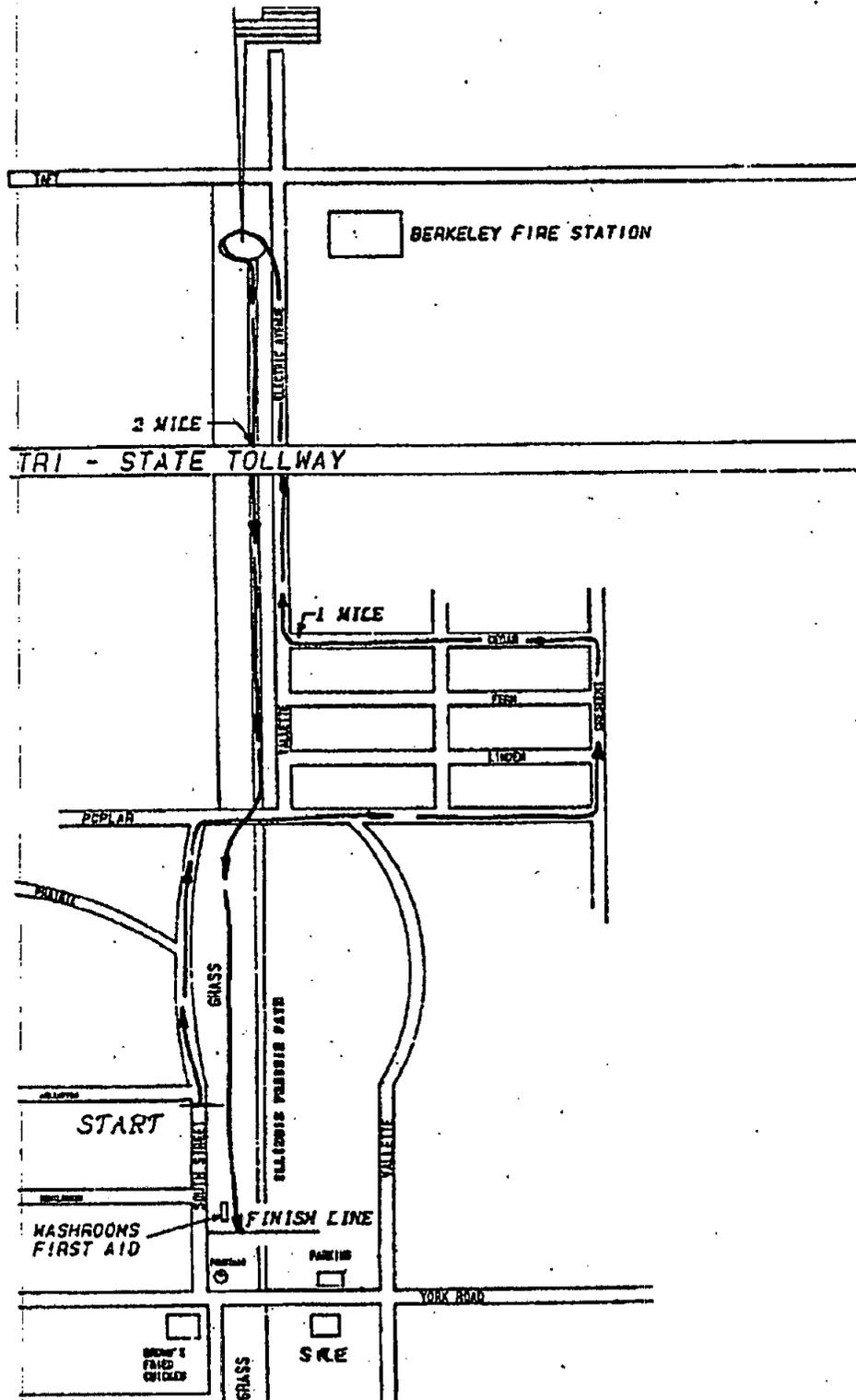
STATE OF ILLINOIS)
) SS
COUNTY OF _____)

On this ____ day of April, 2011, before me, a Notary Public in and for said State, personally appeared, Marie Ryan, to me personally known, who being by me duly sworn did say that she executed the foregoing Non-Exclusive License Agreement as her voluntary act and deed for the purposes set forth herein.

Notary Public

My Commission Expires: _____

Exhibit A
Annie's Fun Run Event Route



CITY OF ELMHURST

ZO-02-2011

**AN ORDINANCE AMENDING ORDINANCE NUMBERS
ZO-01-2009, ZO-07-2009, ZO-03-2010 AND ZO-18-2010 TO
AUTHORIZE AN ADDITIONAL EXTENSION OF TIME FOR
THE CONDITIONAL USE FOR THE PROPERTY LOCATED
AT 188 WEST BUTTERFIELD ROAD, ELMHURST, ILLINOIS**

WHEREAS, the City of Elmhurst (hereinafter the "City") granted approval for a conditional use to permit certain building additions to and improvements for the Timothy Christian School (hereinafter the "Owner"), on the property located at 188 West Butterfield Road (hereinafter the "Property"), by Ordinance No. ZO-01-2009, dated March 2, 2009; and

WHEREAS, the Owner of the Property had been unable to finalize its economic requirements to accomplish and to timely commence construction of the approved and proposed improvements under Ordinance No. ZO-01-2009, and has previously requested additional six (6) month extensions in which to do so, which were granted and approved by the City, pursuant to its Ordinance Nos. ZO-07-2009, ZO-03-2010 and ZO-18-2010; and

WHEREAS, the Owner of the Property continues to be unable to finalize its economic requirements to commence and accomplish the approved and proposed improvements; and

WHEREAS, as a result, the Owner of the Property has been unable to establish (substantially under way) implementing construction of the approved improvements within the latest six (6) month extension period, as required by the City Code, Section 3.11.13, and approved pursuant to Ordinance No. ZO-18-2010; and

WHEREAS, on March 11, 2011, the Owner of the Property requested an additional six (6) month extension of the conditional use approval time limit requirement; and

WHEREAS, the Development, Planning and Zoning Committee met on March 14, 2011, reviewed the Owner's six (6) month request and recommended approval that a nine (9) month extension of time be granted to the Owner for Ordinance No. ZO-01-2009, up to and including December 31, 2011.

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. Recitals. 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. Conditional Use be Amended by Extending Time. Ordinance Number ZO-01-2009, as extended by Ordinance Nos. ZO-07-2009, ZO-03-2010 and ZO-18-2010, is hereby amended to authorize an extension of the nine (9) month time limit, up to and including December 31, 2011, for the Property, in which to establish (substantially under way) implementing construction of the approved improvements with all other requirements of Ordinance No. ZO-01-2009, as previously extended, and the Zoning Code of the City of Elmhurst remaining in full force and effect.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

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Section 4. Effective Date. This Ordinance shall be in full force and affect from and after its passage, approval and publication according to law.

Approved this _____ day of _____, 2011.

Peter P. DiCianni III, Mayor

Passed this _____ day of _____, 2011.

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance – Amending Ordinance No. ZO-01-2009, as extended by ZO-07-2009, ZO-03-2010 and ZO-18-2010 – to authorize an additional nine (9) month extension of time for conditional use re: Timothy Christian Schools and 188 West Butterfield Road

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendations of the Development, Planning and Zoning Committee, an ordinance approving an extension for an additional nine (9) months for the initial conditional use approval extension to December 31, 2011, for the Timothy Christian Schools, located at 188 West Butterfield Road.

CITY OF ELMHURST

ZO-03-2011

**AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT
FOR THE PURPOSE OF ERECTING A COMMUNICATIONS TOWER
ON THE PROPERTY COMMONLY KNOWN AS ELMHURST
MEMORIAL HEALTHCARE BUSINESS OPERATIONS CENTER,
LOCATED AT 855 NORTH CHURCH COURT, ELMHURST, ILLINOIS
(P.I.N. 03-26-301-017)**

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

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

WHEREAS, Elmhurst Memorial Healthcare, an Illinois not-for-profit corporation ("Petitioner") is the owner and operator of the property legally, described as follows:

See Exhibit A, attached.

P.I.N.: 03-26-301-017

Commonly known as the Elmhurst Memorial Healthcare Business Operations Center, 855 North Church Court, Elmhurst, Illinois ("BOC Property"); and

WHEREAS, the BOC Property is located within the I1 Restricted Industrial Zoning District; and

WHEREAS, Petitioner has submitted a petition for a conditional use permit, pursuant to Section 4.6-4, entitled "Height Exceptions," to permit placement and erection of a one hundred ninety-two (192') foot ground-based communications tower on the BOC Property; and

WHEREAS, on February 10, 2011 and February 24, 2011, the Zoning and Planning Commission concluded a public hearing at Elmhurst City Hall, 209 North York Street, Elmhurst,

Illinois, in connection with the aforesaid petition, after proper notice of said hearing was duly given; and

WHEREAS, at the February 24, 2011, meeting, the Zoning and Planning Commission deliberated and on March 3, 2011, rendered its decision on the aforesaid conditional use petition and on the same dates filed its reports of findings and recommendations, recommending approval that the petition be granted; and

WHEREAS, on March 14, 2011, the Development, Planning and Zoning Committee of the City Council convened to consider and review the application and information regarding the subject request, and on March 15, 2011, the Development, Planning and Zoning Committee of the City Council issued its recommendation to approve the aforesaid conditional use; and

WHEREAS, all applicable requirements of Section 3.11 of the Elmhurst Zoning Ordinance relating to the granting of conditional uses has been met.

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

SECTION 1. That the recitals hereto are incorporated as part of this Ordinance.

SECTION 2. That the City Council finds in connection with the conditional use for the placement and erection of a one hundred ninety-two (192') foot ground-based communications tower on the BOC Property:

- A. That the establishment, maintenance, or operation of the conditional use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare. *The proposed communication tower would not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare, in that the 192 foot communication tower proposed by this application is essential to assure the unbroken, uninterrupted digital communication link critical to a state of the art healthcare network that will directly support the healthcare information of the Petitioner and its patients. Petitioner is required to follow local, state and federal laws and regulations required to protect the public from any possible*

harmful effects caused by direct contact with the microwave signal beam. No variation from these regulations and codes is sought.

- B. That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. *Given that the Property is located in an I-1 District, that the nearest residential area is 950 feet away and that the other existing towers and ComEd high tension towers are in the immediate vicinity, the proposed communication tower will not be injurious to the use and enjoyment of developed properties in the immediate vicinity, nor will the proposed communication tower negatively affect property values.*
- C. 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 Commission found that the proposed communication tower is compatible with towers in the immediate vicinity and will not effect the redevelopment or improvement of surrounding properties, including the existing towers.*
- D. That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided. *The Commission found that the utilities, access roads, drainage and/or necessary facilities already exist and are not affected by this proposed communication tower.*
- E. That adequate measures have been taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. *The Commission found that the ingress and egress to the Subject Property already exist and are not affected by this proposed communication tower.*
- F. That the proposed communication tower conditional use is not contrary to the objectives of the current Comprehensive Plan for the City of Elmhurst. *The proposed communication tower is not contrary to the objectives of the current Comprehensive Plan for the City of Elmhurst and remains open to co-location users that do not interfere with its operational requirements.*
- G. 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 Commission found that the request as presented otherwise conforms to the applicable regulations of the district in which it is located and no variations or exceptions have been requested.*

SECTION 3. That the conditional use permit is hereby granted to the Petitioner for the purpose of placing and constructing a one hundred ninety-two (192') foot ground-based

communications tower on the BOC Property, subject to the tower being constructed, installed and maintained in accordance with the evidence submitted to the Zoning and Planning Commission and the recommendation thereof and any and all other applicable City ordinances, codes and regulations.

SECTION 4. That the City Clerk is directed to transmit a copy of this Ordinance to Darrell Whistler, Chairman, Zoning and Planning Commission, Nathaniel J. Werner, Planning and Zoning Administrator, and Petitioner.

SECTION 5. All ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of the conflict.

Section 6. This Ordinance shall be in full force and effect after passage and publication according to law.

ADOPTED this ____ day of _____, 2011, pursuant to a roll call vote as follows:

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

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance – To grant a conditional use permit for the purpose of Elmhurst Memorial Healthcare ("EMHC") erecting a one hundred ninety-two (192') foot ground-based communications tower on the property commonly known as the EMHC Business Operations Center, located at 855 North Church

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendations of the Development, Planning and Zoning Committee, an ordinance granting a conditional use permit for the purpose of EMHC erecting a one hundred ninety-two (192') foot ground-based communications tower at EMHC Business Operations Center, located at 855 North Church.

Legal Description
Of
Elmhurst Memorial Healthcare
Business Operation Center
(As taken from Survey)

THAT PART OF THE FOLLOWING DESCRIBED PARCEL (HEREAFTER TERMED "PARCEL") WHICH IS PART OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING 269.94 FEET NORTH OF THE QUARTER SECTION CORNER IN THE SOUTH LINE OF SAID SECTION 26; THENCE EAST PARALLEL WITH SAID SOUTH LINE, 328.52 FEET TO AN OLD FENCE LINE ALONG THE WEST LINE OF THE FISCHER FARM; THENCE NORTH 00 DEGREES, 55 MINUTES EAST (MEASURE = NORTH 00 DEGREES, 56 MINUTES, 32 SECONDS EAST) ALONG SAID WEST LINE 1126.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 55 MINUTES EAST (MEASURE = NORTH 00 DEGREES 56 MINUTES 32 SECONDS EAST) ALONG SAID OLD FENCE LINE, 939.47 FEET (MEASURE = 939.52 FEET) TO THE NORTH LINE OF PROPERTY DESCRIBED IN DOCUMENT 474901; THENCE WEST ALONG THE NORTH LINE OF PROPERTY DESCRIBED IN DOCUMENT 474901, 504.75 FEET (MEASURE = 504.49 FEET) TO THE WEST LINE THEREOF; THENCE SOUTH 00 DEGREES 55 MINUTES WEST (MEASURE = SOUTH 00 DEGREES 56 MINUTES 22 SECONDS WEST) ON SAID WEST LINE, 50.0 FEET (MEASURE = 50.01 FEET) TO THE NORTH LINE OF PROPERTY DESCRIBED IN DOCUMENT 491194; THENCE SOUTH 89 DEGREES 26 MINUTES WEST (MEASURE = SOUTH 89 DEGREES 30 MINUTES 18 SECONDS WEST) ALONG THE NORTH LINE OF PROPERTY DESCRIBED IN DOCUMENT 491194 375.0 FEET (MEASURE = 375.78 FEET) TO THE WEST LINE THEREOF; THENCE SOUTH 00 DEGREES 55 MINUTES WEST (MEASURE = SOUTH 00 DEGREES 56 MINUTES 32 SECONDS WEST) ON SAID WEST LINE, 250.0 FEET (MEASURE = 249.66 FEET) TO THE SOUTH LINE OF SCHOOL PROPERTY; THENCE SOUTH 89 DEGREES 26 MINUTES WEST (MEASURE = SOUTH 89 DEGREES 25 MINUTES 36 SECONDS WEST) ON THE SOUTH LINE OF THE SCHOOL PROPERTY, 496.50 FEET (MEASURE = 496.32 FEET) TO THE CENTER LINE OF CHURCH ROAD; THENCE SOUTH 00 DEGREES 43 MINUTES WEST (MEASURE = SOUTH 00 DEGREES 45 MINUTES 31 SECONDS WEST) ALONG SAID CENTERLINE, A DISTANCE OF 136.95 FEET (MEASURE = 130.54 FEET) TO THE NORTHEASTERLY LINE OF F.A.I. 90; THENCE SOUTH 52 DEGREES 34 MINUTES 24 SECONDS EAST ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 631.35 FEET (MEASURE = 628.24 FEET) TO AN ANGLE POINT IN SAID NORTHEASTERLY LINE; THENCE SOUTH 48 DEGREES 51 MINUTES 05 SECONDS EAST ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 200.00 FEET (MEASURE 203.52 FEET); THENCE NORTH 89 DEGREES 26 MINUTES EAST (MEASURE = NORTH 89 DEGREES 25 MINUTES 36 SECONDS EAST) A DISTANCE OF 714.85 FEET (MEASURE = 715.56 FEET) TO THE POINT OF BEGINNING, THE PROPERTY DESCRIBED HEREIN, BEING A PORTION OF SAID PARCEL, AND MORE

939.47 FEET (MEASURE = 939.52 FEET) TO THE NORTH LINE OF PROPERTY DESCRIBED IN DOCUMENT 474901; THENCE WEST ALONG THE NORTH LINE OF PROPERTY DESCRIBED IN DOCUMENT 474901, 504.75 FEET (MEASURE = 504.49 FEET) TO THE WEST LINE THEREOF; THENCE SOUTH 00 DEGREES 55 MINUTES WEST (MEASURE SOUTH 00 DEGREES 56 MINUTES 22 SECONDS WEST) ON SAID WEST LINE 50.0 FEET (MEASURE = 50.01 FEET) TO THE NORTH LINE OF PROPERTY DESCRIBED IN DOCUMENT 491194; THENCE SOUTH 89 DEGREES 26 MINUTES WEST (MEASURE = SOUTH 89 DEGREES 30 MINUTES 18 SECONDS WEST) ALONG THE NORTH LINE OF PROPERTY DESCRIBED IN DOCUMENT 491194, 375.0 FEET (MEASURE: 375.78 FEET) TO THE WEST LINE THEREOF; THENCE SOUTH 00 DEGREES, 55 MINUTES WEST (MEASURE = SOUTH 00 DEGREES 56 MINUTES 32 SECONDS WEST) ON SAID WEST LINE, 250.0 FEET (MEASURE = 249.66 FEET) TO THE SOUTH LINE OF SCHOOL PROPERTY; THENCE SOUTH 89 DEGREES 26 MINUTES WEST (MEASURE = SOUTH 89 DEGREES 25 MINUTES 36 SECONDS WEST) ON THE SOUTH LINE OF THE SCHOOL PROPERTY 496.50 FEET (MEASURE = 496.32 FEET) TO THE CENTER LINE OF CHURCH ROAD; THENCE SOUTH 00 DEGREES, 43 MINUTES WEST (MEASURE = SOUTH 00 DEGREES 45 MINUTES 31 SECONDS WEST) ALONG SAID CENTER LINE A DISTANCE OF 136.95 FEET (MEASURE 130.54 FEET) TO THE NORTHEASTERLY LINE OF F.A. I. 90; THENCE SOUTH 52 DEGREES 34 MINUTES 24 SECONDS EAST ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 631.35 FEET (MEASURE = 628.24 FEET) TO AN ANGLE POINT IN SAID NORTHEASTERLY LINE; THENCE SOUTH 48 DEGREES 51 MINUTES 05 SECONDS EAST ALONG SAID NORTHEASTERLY LINE A DISTANCE OF 200.00 FEET (MEASURE = 203.52 FEET); THENCE NORTH 89 DEGREES 26 MINUTES EAST (MEASURE = NORTH 89 DEGREES 25 MINUTES 36 SECONDS EAST) A DISTANCE OF 714.85 FEET (MEASURE = 715.56 FEET) TO THE POINT OF BEGINNING, AND WHICH 5.00 FOOT WIDE STRIP OF LAND LYING WITHIN PROPOSED LOT 1 IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED PARCEL; THENCE SOUTH 00 DEGREES 56 MINUTES 32 SECONDS WEST ALONG AND UPON THE EAST LINE OF SAID PARCEL FOR A DISTANCE OF 167.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 56 MINUTES 32 SECONDS WEST CONTINUING ALONG AND UPON SAID EAST LINE FOR A DISTANCE OF 5.00 FEET TO THE POINT OF INTERSECTION OF SAID EAST LINE AND A LINE PARALLEL AND 5.00 FEET SOUTHERLY (MEASURED PERPENDICULARLY) TO THE NORTH LINE OF SAID PROPOSED LOT 1; THENCE NORTH 89 DEGREES 08 MINUTES 54 SECONDS WEST ALONG AND UPON SAID PARALLEL LINE FOR A DISTANCE OF 494.32 FEET; THENCE NORTH 00 DEGREES 51 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 5.00 FEET TO THE SOUTHWEST CORNER OF OUTLOT "A" OF SAID PROPOSED SUBDIVISION; THENCE SOUTH 89 DEGREES 08 MINUTES 54 SECONDS EAST ALONG AND UPON THE NORTH LINE OF SAID LOT 1, FOR A DISTANCE OF 494.32 FEET TO THE POINT OF BEGINNING,



CITY OF ELMHURST

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

March 14, 2011

TO: Mayor DiCianni and Members of the City Council

RE: **Allied Waste Annual Contract Rate Adjustment**

The Public Works and Buildings Committee met on February 28, 2011, March 14, 2011 and again on March 28, 2011 to discuss the Allied Waste contract and the annual rate adjustment for the monthly service charges.

In accordance with the contract between the City and Allied Waste, the rate for services must be reviewed on an annual basis. The contract contains provisions for increases to the rates charged by Allied Waste on an annual basis, this year the adjustment to Allied Waste's rate is 4.5%.

Internal costs for the street sweeping of leaves (\$74,500) and additional salary costs (\$89,587) are allocated to the refuse and recycling program expenses. These costs are accounted for in the monthly rate adjustments.

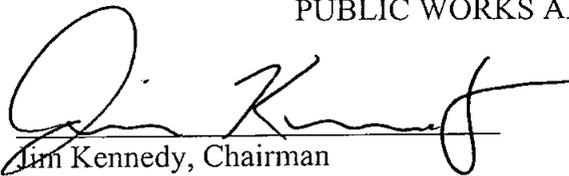
The Committee reviewed numerous options for splitting the increase. It was determined by the Committee that the increase should be split 2/3 to the 33 gallon monthly fee and 1/3 to the toter monthly fee.

The Committee felt it would be best to have the increases incorporated into the monthly rates the City charges residents for service. The rate for a 33-gallon garbage receptacle will go from \$14.03 to \$14.65 per month. And the rate for the 96-gallon toter will go from \$20.76 to \$21.21 per month. The amount charged for refuse stickers and yardwaste stickers will remain at \$2.25.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the monthly rates charged for solid waste removal be adjusted as outlined above effective April 1, 2011.

Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE



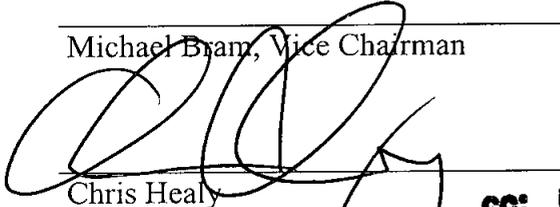
Jim Kennedy, Chairman



Michael Bram, Vice Chairman



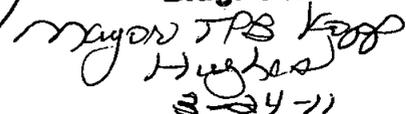
Pat Shea



Chris Healy

cc: P.W. and
Bldg. Comm.

Copies To All
Elected Officials
3-31-11


Mayor JPS [Signature]
Hughes [Signature]
3-24-11

Allied Waste (BFI) Rates

	33 Gallon	Toter	Refuse Sticker	Yardwaste Sticker
2000/01	\$ 9.07	\$ 12.00	\$ 1.00	\$ 1.30
2001/02	\$ 9.34	\$ 12.36	\$ 1.03	\$ 1.33
2002/03	\$ 9.39	\$ 12.43	\$ 1.04	\$ 1.34
2003/04	\$ 9.74	\$ 12.90	\$ 1.08	\$ 1.36
2004/05	\$ 10.05	\$ 13.32	\$ 1.11	\$ 1.37
2005/06	\$ 10.65	\$ 14.62	\$ 1.28	\$ 1.55
2006/07	\$ 11.10	\$ 15.24	\$ 1.35	\$ 1.64
2007/08	\$ 11.57	\$ 15.89	\$ 1.45	\$ 1.74
2008/09	\$ 12.18	\$ 16.72	\$ 1.53	\$ 1.83
2009/10	\$ 12.76	\$ 17.52	\$ 1.60	\$ 1.92
2010/11	\$ 12.76	\$ 17.52	\$ 1.60	\$ 1.92
2011/12	\$ 13.33	\$ 18.31	\$ 1.67	\$ 2.01

City Billing Rates

	33 Gallon	Toter	Refuse Sticker	Yardwaste Sticker
	\$ 9.07	\$ 12.00	\$ 1.25	\$ 1.30
	\$ 9.34	\$ 12.36	\$ 1.25	\$ 1.50
	\$ 9.81	\$ 12.98	\$ 1.25	\$ 1.50
	\$ 10.30	\$ 13.63	\$ 1.25	\$ 1.50
	\$ 10.69	\$ 14.14	\$ 1.25	\$ 1.50
	\$ 11.01	\$ 15.41	\$ 1.65	\$ 1.75
	\$ 11.66	\$ 16.33	\$ 1.65	\$ 1.75
	\$ 12.13	\$ 16.98	\$ 1.75	\$ 2.00
	\$ 12.44	\$ 17.98	\$ 2.00	\$ 2.25
	\$ 13.68	\$ 19.96	\$ 2.00	\$ 2.25
	\$ 14.03	\$ 20.76	\$ 2.25	\$ 2.25
2011/12	\$ 14.65	\$ 21.21	\$ 2.25	\$ 2.25

City Administration Rates

	33 Gallon	Toter	Refuse Sticker	Yardwaste Sticker
	\$ -	\$ -	\$ 0.25	\$ -
	\$ -	\$ -	\$ 0.22	\$ 0.17
	\$ 0.42	\$ 0.55	\$ 0.21	\$ 0.16
	\$ 0.56	\$ 0.73	\$ 0.17	\$ 0.14
	\$ 0.64	\$ 0.82	\$ 0.14	\$ 0.13
	\$ 0.36	\$ 0.79	\$ 0.37	\$ 0.20
	\$ 0.56	\$ 1.09	\$ 0.30	\$ 0.11
	\$ 0.56	\$ 1.09	\$ 0.30	\$ 0.26
	\$ 0.26	\$ 1.26	\$ 0.47	\$ 0.42
	\$ 0.92	\$ 2.44	\$ 0.40	\$ 0.33
	\$ 1.27	\$ 3.24	\$ 0.65	\$ 0.33
2011/12	\$ 1.32	\$ 2.90	\$ 0.58	\$ 0.24

Estimated Expenses To Be Recovered	Estimated 2010/11	Estimated 2011/12	REVISED Estimated 2011/12
Leaf Pickup	\$ 102,000	\$ 107,700	\$ 107,700
Street Sweeping	\$ 74,160	\$ 74,500	\$ 74,500
Supplies	\$ 18,000	\$ 20,000	\$ 18,000
Education Material	\$ -	\$ 2,000	\$ -
IT Services	\$ 58,690	\$ 87,940	\$ 60,000
City Services	\$ 26,400	\$ 26,400	\$ 26,400
Salaries/Benefits	\$ 87,830	\$ 89,587	\$ 91,378
SUBTOTAL	\$ 367,080	\$ 408,127	\$ 377,978
Storm Pickups	\$175,000	\$0	\$0
TOTAL	\$542,080	\$408,127	\$377,978

+5.75% hourly increase from Allied

Additional printing/postage for flyers

Increase in IT capital & HC. (5% allocation)

Equivalent to 1.1 FTE

Rubbish Services

33 Gallon (per month)
Toter (per month)
Refuse Sticker Sales (per year)
Yardwaste Sticker Sales (per year)

	Est. 10/11 Quantities	Est. 11/12 Quantities
33 Gallon (per month)	8,067	7,955
Toter (per month)	5,188	5,300
Refuse Sticker Sales (per year)	66,050	66,150
Yardwaste Sticker Sales (per year)	124,175	128,600

13,255 residences with garbage service

	2010/11	2011/12
Est. City Rev. to Cover Expenses		
33 Gallon (per month)	122,941	126,007
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SUBTOTAL	\$324,551	\$ 310,447
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TOTAL	408,461	379,678



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RE: Allied Waste Annual Contract Rate Adjustment

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In accordance with the contract between the City and Allied Waste, the rate for services must be reviewed on an annual basis. The contract contains provisions for increases to the rates charged by Allied Waste on an annual basis, this year the adjustment to Allied Waste's rate is 4.5%.

Internal costs for street sweeping of leaves (\$74,500) and additional salary costs (\$89,587) are allocated to the refuse and recycling program expenses. These costs are accounted for in the monthly rate adjustments.

The Committee reviewed numerous options for splitting the increase. The following points were some of the reasons to distribute the costs as stated below.

- Moving toward a more equitable "per gallon rate" for each size receptacle
- Promoting recycling and less waste into landfills (City of Elmhurst Sustainability Policy)
- Minimizing refuse and recycling cost increases to the Elmhurst senior citizen population

The Committee felt it would be best to have the increases incorporated into the monthly rates the City charges residents for service. The rate for a 33-gallon receptacle will go from \$14.03 to \$14.20 per month. And the rate for the 96-gallon toter will go from \$20.76 to \$21.43 per month. The amount charged for refuse stickers and yardwaste stickers will go from \$2.25 to \$2.40.

Copies To All
Elected Officials
03/31/2011



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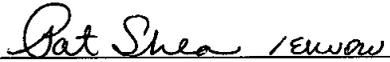
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PUBLIC WORKS AND BUILDINGS COMMITTEE

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Pat Shea

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City Services	\$ 26,400	\$ 26,400	\$ 26,400
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City Billing Rates

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2000/01	\$9.07	\$0.275	\$12.00	\$0.125	\$1.25	\$0.038	\$1.30
2001/02	\$9.34	\$0.283	\$12.36	\$0.129	\$1.25	\$0.038	\$1.50
2002/03	\$9.81	\$0.297	\$12.98	\$0.135	\$1.25	\$0.038	\$1.50
2003/04	\$10.30	\$0.312	\$13.63	\$0.142	\$1.25	\$0.038	\$1.50
2004/05	\$10.69	\$0.324	\$14.14	\$0.147	\$1.25	\$0.038	\$1.50
2005/06	\$11.01	\$0.334	\$15.41	\$0.161	\$1.65	\$0.050	\$1.75
2006/07	\$11.66	\$0.353	\$16.33	\$0.170	\$1.65	\$0.050	\$1.75
2007/08	\$12.13	\$0.368	\$16.98	\$0.177	\$1.75	\$0.053	\$2.00
2008/09	\$12.44	\$0.377	\$17.98	\$0.187	\$2.00	\$0.061	\$2.25
2009/10	\$13.68	\$0.415	\$19.96	\$0.208	\$2.00	\$0.061	\$2.25
2010/11	\$14.03	\$0.425	\$20.76	\$0.216	\$2.25	\$0.068	\$2.25
2011/12 Option 1	\$14.66	\$0.444	\$21.69	\$0.226	\$2.25	\$0.068	\$2.25
2011/12 Option 2	\$14.03	\$0.425	\$20.76	\$0.216	\$2.85	\$0.086	\$2.85
2011/12 Option 3	\$14.38	\$0.436	\$21.28	\$0.222	\$2.50	\$0.076	\$2.50
2011/12 Option 4	\$14.65	\$0.444	\$21.21	\$0.221	\$2.25	\$0.068	\$2.25
2011/12 Option A	\$14.20	\$0.430	\$21.43	\$0.2232	\$2.40	\$0.073	\$2.40

	Per Year (1) Every Month (12)	Estimated 11/12 Quantities	Estimated 11/12 Quantities per Year	Option 1	Option 2	Option 3	Option 4
33 gallon (per month)	12	7,955	95,460	\$1,399,443.60	\$1,339,303.80	\$1,372,714.80	\$1,398,489.00
Toter (per month)	12	5,300	63,600	\$1,379,484.00	\$1,320,336.00	\$1,353,408.00	\$1,348,956.00
Refuse Stickers (per year)	1	66,150	66,150	\$148,837.50	\$188,527.50	\$165,375.00	\$148,837.50
Yardwaste Stickers (per year)	1	128,600	128,600	\$289,350.00	\$366,510.00	\$321,500.00	\$289,350.00
Total Revenue				\$3,217,115.10	\$3,214,677.30	\$3,212,997.80	\$3,185,632.50

	Per Year (1) Every Month (12)	Estimated 11/12 Quantities	Estimated 11/12 Quantities per Year	Option-A
33 gallon (per month)	12	7,955	95,460	\$1,355,532.00
Toter (per month)	12	5,300	63,600	\$1,362,948.00
Refuse Stickers (per year)	1	66,150	66,150	\$158,760.00
Yardwaste Stickers (per year)	1	128,600	128,600	\$308,640.00
Total Revenue				\$3,185,880.00

CITY OF ELMHURST

SUSTAINABILITY POLICY

INTRODUCTION

Across America, citizens are involved in environmental initiatives and concerned about improving local and global environmental quality. Concerns about global warming have heightened awareness that all aspects of our daily lives impact the environment. People are petitioning their local, state, and federal governments to respond to these concerns.

Elmhurst residents are also concerned. They expect the City of Elmhurst to address these concerns. On October 4, 2007, Mayor Marcucci signed a Cool Cities Agreement pledging to reduce the City of Elmhurst carbon footprint to 7% below 1990 levels by the year 2012. This first step will require significant City commitment. However, the environmental initiatives will not end there.

The City recognizes its responsibility in responding to local environmental concerns. This policy will address many areas of City responsibilities, and is intended to assist City staff in making decisions related to environmental concerns. This policy ensures environmental issues receive equal consideration in all decision-making processes regarding purchases, personal actions, and other critical municipal activities. While this policy may result in initial added purchase costs for fuel, electricity, and materials, it is intended to guide long-term decision making, resulting in better choices for both the local and regional climate.

This policy also encourages the City to actively partner with appropriate local citizen groups to promote new behaviors among Elmhurst residents, and encourage changes as related to building construction, vehicle use, and local energy consumption.

Sustainability Defined: The United Nations World Commission on Environment and Development defines 'sustainability' as meeting "the needs of the present without compromising the ability of future generations to meet their own needs." Elmhurst, as part of a region, nation, and world, has less impact or control on macro-level environmental, social, and economic forces. But within the sphere of its control, and within the context of its core service objectives, Elmhurst is committed to responsible stewardship of its environmental, economic, and social resources, so its exceptional quality of life for current and future generations is maintained and improved. The City hopes these initiatives will inspire and inform others to make a similar commitment.

Integrated decision-making is essential to sustainability. Recognizing that environmental, economic, and social equity concerns are interdependent is a central principle of sustainability.

Protecting the natural environment is fundamental to the concept of sustainability. Improving and sustaining the air, water, and land are fundamental to a sustainable society. Vigorous economic activity contributes to a high quality of life, and in Elmhurst, supports City services, including public safety, water and wastewater services, maintenance of streets and sidewalks that provide vital access throughout the community, and public parks for recreation and enjoyment of the environment. Balancing these multiple perspectives is essential to Elmhurst's concept of sustainability.

Investments in sustainable projects or in materials that have minimal environmental impacts cannot be measured by traditional economic criteria. Expecting a short or medium term return for the investing agency will in many (or indeed most) cases not be possible. Rather the long (perhaps decades) return for society in general should be the investing motive. Through their duly elected representatives the citizens of Elmhurst must decide the correct investment strategy for each agency.

Statement of Policy

The City of Elmhurst is dedicated to the enhancement and protection of the immediate and long term well-being of the City, its citizens, and its natural environment. To that end, the City of Elmhurst will consider sustainable environmental practices as an integral component of its leadership role in the community.

The City of Elmhurst will continue to face the challenge of maintaining the core water, wastewater, public safety, and all other community services that have been commonly accepted as the City responsibilities. At the same time the City will strive to protect and enhance Elmhurst's environmental quality, economy, and livability. The City is committed to incorporating proven new technologies that result in reducing energy demands; to use the most environmentally responsible products in its daily operations and to address critical local environmental issues when developing new City programs and initiatives which take on particular urgency in light of serious global environmental concerns. The City will seek to be an active partner with other civic organizations and public agencies within the City (Park Districts, School Districts, Library and Historical Foundation) to achieve sustainable policies and goals.

Policy Guidelines

Guidelines for implementing sustainable municipal policy include, but are not limited to the following:

1. The concept of sustainability guides City policy. The City is committed to meeting its existing needs without compromising the ability of future generations to meet their own needs. The long-term impacts of policy choices must be considered to ensure a sustainable legacy.

2. Protection, preservation, and restoration of the natural environment are high priorities of the City. Elmhurst is committed to protecting, preserving and restoring the natural environment. City decision-making will be guided by a mandate to maximize environmental benefits and reduce or eliminate negative environmental impacts within the context of the City's essential functions, planned development, and overall goals and responsibilities. The City will lead by example and encourage other community stakeholders to make a similar commitment to the natural environment.

3. Environmental quality, economic health and social equity are mutually dependent. A healthy environment is integral to the city's long-term economic and societal interests. In achieving a healthy environment, the City must ensure that inequitable burdens are not placed on any one geographic or socioeconomic sector of the cities population, and that the benefits of a sustainable community are accessible to all members of the community.

4. All decisions have implications for the long-term sustainability of Elmhurst. The policy and decision-making processes of the City will reflect its sustainability objectives. The City will lead by example and encourage other community stakeholders to use sustainability principles to guide their decisions and actions.

5. Community awareness, responsibility, participation, and education are key elements of a sustainable community. All community members, including individual citizens, community-based groups, businesses, schools and other institutions must; 1) be aware of their impact on the environmental, economic, and social health of Elmhurst; 2) must take responsibility for reducing, eliminating and balancing those impacts and; 3) must take an active part in community efforts to address sustainability concerns. The City will therefore assist in opportunities to support community awareness, responsibility and participation in cooperation with all other organizations within the City such as Park Districts, School Districts, and Elmhurst College.

6. Elmhurst recognizes its linkage with the regional, national, and global community. The relationship between local issues and regional, national and global issues will be recognized and acted upon in the City's programs and policies. This may involve balancing local issues with broader concerns. In addition, the City's programs and policies should be developed as models that can be emulated by other communities. The City will also act as a strong advocate for the development and implementation of model programs and

innovative approaches by regional, state, and federal government that embody the goals of sustainability.

7. Those sustainability issues most important to the community will be addressed first, and the most cost-effective programs and policies will be selected. The financial and human resources available to the City are limited. The evaluation of a program's cost-effectiveness will be based on an analysis of the associated costs and benefits, including environmental and social costs and benefits.

8. The city is committed to procurement decisions which minimize negative environmental and social impacts. The City will abide by an environmentally and socially responsible procurement policy that emphasizes long-term values and attempts to be a model for other public as well as private organizations.

9. Cross-sector partnerships are necessary to achieve sustainable goals. Partnerships among the City government, businesses, residents, property owners and all community stakeholders are necessary to achieve a sustainable community. The City will actively seek to participate with community groups and to engage community partners in all appropriate sustainability efforts.

Sustainable Elmhurst City Programs

Some of the specific policies and programs that exemplify Elmhurst's sustainability objectives are briefly outlined below. Several of these policies and programs are detailed on the City web site. While not inclusive of all sustainable Elmhurst policies and programs, this listing is intended to serve as a resource guide to the City's efforts in working towards a sustainable Elmhurst, and will be periodically updated as the City initiates new programs or policies.

Community Leadership and Communication

- The Elmhurst City Council as the democratically-elected leadership of the community sets policies which are implemented by City staff. The Council is committed to responsible City management, including maintenance and improvement of public health, safety, and general welfare, as well as implementation of innovative sustainability policies and programs that are prudent, cost-effective, and set an example for other organizations and individuals.
- Sustainability information will be distributed in many ways including *The Front Porch*, a regularly published city newsletter, the city web site, and through the Elmhurst Public Library. In this way, all residents can access information to help them make wise conservation choices.
- Without strong local economic activity, the City would not have the resources to provide for public safety or maintain streets and other infrastructure. Fostering of local economic development is a critical long-term necessity for continuing sustainability of City operations.
- The City recognizes the need for partnership with private businesses and area citizen organizations. The Elmhurst Cool Cities Coalition, with representatives from local businesses, local citizen organizations, such as the League of Woman Voters, the Library, the Elmhurst Park District, District 205, the Elmhurst Area Chamber of Commerce, and City staff, is one such partnership.

Commitment to Carbon Emission Reduction

- The City of Elmhurst is concerned about global climate change and has taken steps to reduce its greenhouse gas emissions as part of a worldwide effort led by the International Council for Local Environmental Initiatives (ICLEI), through the Cool Cities initiative. Elmhurst pledges to reduce city-wide carbon dioxide emissions to 7% below 1990 levels, and to meet that emission goal by 2012.
- Elmhurst supports sustainable energy sources. Working with the local electrical energy provider Elmhurst will perform a review of electrical purchases to maximize power generated from sustainable sources such as wind, bio-fuels, solar, etc. Elmhurst will also conduct an audit of major energy uses, such as pumps, vehicles, buildings, and equipment. The goal of the audit is to identify new, more efficient equipment with the aim of reducing energy needs. This includes new HVAC systems at the Library, Waste Water Treatment Plant, City Hall, and Police Department.
- The Public Works vehicle fleet will utilize the use of bio-diesel and 'E-85' gasoline to the greatest extent possible. Also, electric/gasoline hybrid vehicles will be added

to the fleet where possible to further reduce dependence on carbon dioxide producing fossil fuels.

- Elmhurst will reduce its own contribution to poor local air quality by reducing automobile use and establishing idling guidelines for municipal vehicles.
- Elmhurst encourages the use of building design and construction that results in the conservation of resources and the reduction of toxic pollutants and greenhouse gas emissions.
- This policy shall establish the use of low volatile emission paints, cleaning products, adhesives, and other chemical additives wherever they are used, and that low emission products be made standard purchase inventory in the City central stores supply.
- Elmhurst supports public transit systems including the RTA, METRA, and PACE. Residents are encouraged to use the transit system as an alternative to the automobile. Creating a safe environment for walking and bicycling as additional automobile alternatives, is a high priority as well.

Resource Management and Conservation

- Elmhurst is committed to water resource conservation. City building codes require water saving devices be installed in all new and rebuild construction. Elmhurst also restricts outdoor water use during summer months based on even/odd addresses. The daily water allocation limits the total daily use of Lake Michigan water and is reviewed regularly. Annual water audits also insure that there is limited water waste. Elmhurst has high-quality water which meets all of the limits of the Safe Drinking Water Act. Water is regularly tested, and water quality reports are regularly provided to the community.
- As a founding member of a local storm water management workgroup, Elmhurst leads the way towards basin wide solutions to storm water management that crosses municipal and county boundaries. This approach has been recognized by the United States Environmental Protection Agency as the most effective manner to solve storm water pollution problems.
- As part of the requirements of the National Pollution Discharge Elimination System (NPDES) Phase II rules, Elmhurst will monitor, inspect and certify construction activities within the City to eliminate the pollution of local surface waters due to construction run off of silt or of construction related materials. The City shall also implement into its construction designs best management practices (BMPs), which reduce the quantity of storm water run off with the use of pervious surfaces, bio-swales, and underground retention.
- While recognizing that use of manufactured substances is part of the modern world, Elmhurst is concerned about health and environmental impacts of toxic substances. The City is committed to using the lowest feasible amounts of toxic pesticides and fertilizers and will actively explore other methods in public plantings.
- Elmhurst has a long-standing commitment to waste reduction and recycling. Elmhurst works with its waste haulers to implement comprehensive recycling programs, striving to become a leader in waste reduction efforts. Current recycling efforts will continue to widen the scope of recycling opportunities in multi-family residences, public spaces, and the Union Pacific train station. The City participates

in hazardous waste recycling sponsored by DuPage County and the State of Illinois. Elmhurst is also investigating advanced recycling strategies for batteries, paints, florescent light fixtures, etc. Information on recycling will be more widely and more frequently distributed to residents.

Quality of Life Initiatives

- Elmhurst participates in the National Arbor Day Foundation “Tree City” program. Replacing and expanding its urban forest is an annual budget priority. The Elmhurst Public Works Department maintains an extensive street tree inventory. Trees can improve air quality, provide shade, assist in ‘calming’ traffic, and reduce the ‘urban heat island’ effect. The City also encourages property owners to plant trees in their front yards to beautify Elmhurst. Elmhurst has also adopted a policy promoting the use of biodegradable materials in City planting projects.
- The Elmhurst Fire Department will retrofit its current fleet of fire apparatus with diesel oxidation catalysts. This technology will reduce emissions from fire apparatus to meet stringent clean air standards. Future apparatus purchases will include engines that will meet or exceed EPA emissions standards. In 2003 the Elmhurst Fire Department started installing Light Emitting Diodes (LED) emergency lights in all of its new vehicles and apparatus. These lights require less power which in turn reduces engine emissions.
- The City of Elmhurst Master Plan sustainability goals shall be considered as included in the *Quality of Life Initiatives* by reference.