



**AGENDA  
REGULAR MEETING  
MONDAY, MARCH 5, 2012  
7:30 P.M.**

BUSINESS TO BE BROUGHT BEFORE  
THE ELMHURST CITY COUNCIL  
COUNCIL CHAMBERS, 2<sup>nd</sup> FLOOR,  
209 NORTH YORK STREET  
ELMHURST, ILLINOIS 60126

- 1. Executive Session 7:00 p.m. – Acquisition/Disposition of Real Property and Pending/Threatened Litigation (Conf. Room #2)**
- 2. Call to Order /Pledge of Allegiance/Roll Call**
- 3. Presentation of Flag Flown in Afghanistan on September 11, 2011 in Honor of Elmhurst Police & Fire Departments (Michael Mesko)**
- 4. Receipt of Written Communications and Petitions from the Public**
- 5. Public Forum**
- 6. Announcements**
- 7. Consent Agenda**
  - a. Minutes of the Regular Meeting Held on Monday, February 6, 2012 (City Clerk Spencer): Approve as published
  - b. Minutes of the Executive Session Held on Monday, January 23, 2012 (City Clerk Spencer): Receive and place on file
  - c. Minutes of the Executive Session Held on Tuesday, February 21, 2012 (City Clerk Spencer): Receive and place on file
  - d. Accounts Payable – February 29, 2012, Total \$ 1,168,398.11
  - e. Bid Results, WWTP Paving Project 12-13 (Clerk Spencer): Refer to the Public Works and Buildings Committee
  - f. Liquor License Request – Edelweiss Market (City Manager Grabowski): Refer to the Public Affairs & Safety Committee
  - g. Northeast Elmhurst Subdivision Street Reconstruction Plan – Alderman Bram (City Manager Grabowski): Refer to the Public Works & Buildings Committee
  - h. City Vehicle Allocation and Take Home Vehicle Policy – Aldermen Bram, Pezza & Gutenkauf (City Manager Grabowski): Refer to the Finance, Council Affairs & Administrative Services Committee
  - i. On Street Parking Restrictions – Aldermen York & Polomsky (City Manager Grabowski): Refer to the Public Affairs & Safety Committee
  - j. Report – 2012 Fire Hydrant and Watermain Valve Repair Project (PW&B)
  - k. Report – Bids for the Uniform Services Contract for the Public Works Department (PW&B)
  - l. Report – One (1) 4 Ton Trailer Mounted Asphalt Hot Box Patcher (PW&B)
  - m. Report – 2012-2014 Environmental Mosquito Management Program (PW&B)
  - n. Report – Community Bank of Elmhurst 4 on the 4<sup>th</sup> – 2012 Run (PA&S)
  - o. Report – Elmhurst Park District – 2012 Bike Rodeo (PA&S)
  - p. Report – Police Chief Executive Search Firms (PA&S)
  - q. Report – Case Number 11P-06/City of Elmhurst Zoning Ordinance Text Amendment (DP&Z)
  - r. Report – Case Number 12P-01/City of Elmhurst Zoning Ordinance Text Amendment (DP&Z)
  - s. O-08-2012 – An Ordinance Authorizing the Sale by Auction of Personal Property Owned by the City of Elmhurst

- t. O-09-2012 – An Ordinance to Approve a Mutual Release, Waiver and Termination Agreement By and Between the City of Elmhurst and Morningside Hahn, LLC
- u. O-10-2012 – An Ordinance Approving and Authorizing the Execution of a Non-Exclusive License Agreement By and Between the Spring Road Association , the Elmhurst Chamber of Commerce and Industry, and the City of Elmhurst, DuPage and Cook Counties, Illinois
- v. O-11-2012 – An Ordinance Approving an Assignment and Assumption of Real Property Commonly Known as 260 North York Street, Elmhurst Illinois (“Pauli”)
- w. MCO-07-2012 – An Ordinance Amending Article XXIII, Entitled, “Pawnshops and Pawnbrokers” of Chapter 31, Entitled, “Business Licensing, Regulation, and Registration” by Adding Thereto Section 31.415, Entitled, “Precious Metals Dealers,” to the Municipal Code of Ordinances of the City of Elmhurst, Illinois
- x. R-08-2011 – A Resolution in Support of and Adopting the DuPage Mayors and Managers Conference 2012 Legislative Action Program
- y. R-09-2012 – A Resolution to Approve and Authorize the Execution of an Intergovernmental Agreement By and Between the State of Illinois and the City of Elmhurst in Connection with the Network Confidential Information Non-Disclosure Agreement

## **8. Reports and Recommendations of Appointed and Elected Officials**

- a. Updates (Mayor DiCianni)

## **9. Other Business**

## **10. Adjournment**

**A Meeting of the Committee of the Whole will immediately follow the regular meeting of the Elmhurst City Council, approximate start time 8:00 p.m.**

**PLEASE NOTE:**

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

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF THE ELMHURST, ILLINOIS  
HELD ON TUESDAY, FEBRUARY 21, 2012  
209 NORTH YORK STREET  
ELMHURST, ILLINOIS**

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**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF ELMHURST, ILLINOIS  
HELD ON TUESDAY, FEBRUARY 21, 2012  
209 NORTH YORK STREET  
ELMHURST, ILLINOIS**

**EXECUTIVE SESSION 7:00 P.M. – REVIEW OF CLOSED SESSION MINUTES AND PENDING/THREATENED LITIGATION**

1. Executive session was called to order at 7:00 p.m. by Mayor DiCianni for the purpose of discussing the Review of Closed Session Minutes and Pending/Threatened Litigation.

Present: Paula Pezza, Diane Gutenkauf, Bob Dunn, Michael J. Bram, Dannee Polomsky, Kevin L. York, Stephen Hipskind, Chris Healy, Scott Levin, Jim Kennedy, Steve Morley, Mark A. Mulliner

Absent: Norman Leader, Patrick Wagner

Also in attendance: City Treasurer Dyer, City Attorney Storino, City Attorney Acker, City Manager Grabowski, Assistant City Manager/Fire Chief Kopp

Alderman Morley moved to convene into executive session for the purpose of discussing Review of Closed Session Minutes and Pending/Threatened Litigation. Alderman Hipskind seconded.

Ayes: Morley, Hipskind, Healy, Levin, Kennedy, Mulliner, Pezza, Gutenkauf, Dunn, Bram, Polomsky, York

Nays: None

12 ayes, 0 nays, 2 absent  
Motion duly carried

Alderman Morley moved to adjourn executive session. Alderman Hipskind seconded. Voice vote. Motion carried. Executive session adjourned at 7:32 p.m.

**CALL TO ORDER/PLEDGE OF ALLEGIANCE/ROLL CALL**

Attendance: 13

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

Present: Paula Pezza, Diane Gutenkauf, Bob Dunn, Michael J. Bram, Dannee Polomsky, Kevin L. York, Stephen Hipskind, Chris Healy, Scott Levin, Jim Kennedy, Steve Morley, Mark A. Mulliner

Absent: Norman Leader, Patrick Wagner

Also in Attendance: City Treasurer Dyer, City Attorney Storino, City Manager Grabowski, Assistant City Manager/Fire Chief Kopp, Director of Finance & Administration Gaston, Assistant Director of Finance & Administration Trosien, Public Works Director Hughes, Interim Police Chief Panico, Interim Deputy Police Chief Kveton

Mayor DiCianni announced the passing of Marilyn Graber, one of the City's prominent community leaders. Ms. Graber was a longtime volunteer and fundraiser for Elmhurst Memorial Healthcare and Elmhurst College.

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

3. Michael and Diana Krumrey, 570 W. Crockett Avenue, submitted a letter outlining items they consider important aspects of the sidewalk process for consideration during the discussion on the sidewalk request process.

**PUBLIC FORUM**

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

Discussed the sidewalk policy and spoke regarding the referendum on the March 20<sup>th</sup> ballot regarding electric aggregation.

Michael Krumrey  
570 W. Crockett Ave.  
Elmhurst, IL 60126

Spoke regarding the petition process and the criteria for new sidewalks.

Liz Widmaier  
908 Saylor Ave.  
Elmhurst, IL 60126

Addressed Mayor DiCianni, asking for clarification on DuPage County stormwater funding.

Kathleen Sullivan  
133 Pine St.  
Elmhurst, IL 60126

Referenced the Aldermen for their stormwater management referrals presented to City Manager Grabowski. She thanked Aldermen Bram, Pezza, Gutenkauf, York, and Polomsky.

#### **ANNOUNCEMENTS**

5. Interim Police Chief Panico reviewed the number of burglaries that have taken place and reported on the action the Elmhurst Police Department is taking to keep Elmhurst safe. He also shared the actions that are being taken on returning stolen items and the apprehending of suspects.

Mayor DiCianni thanked Interim Chief Panico and the Elmhurst Police Department for keeping Elmhurst citizens safe and preventing crime.

Clerk Spencer announced Elmhurst City Hall will once again host Early Voting for all registered voters in DuPage County. Early Voting will take place February 27<sup>th</sup> thru March 15<sup>th</sup>, Monday through Friday between the hours of 9:00 a.m. and 4:30 p.m.

Clerk Spencer gave a birthday shout-out to resident Agnes Elden Maxson who will be 100 years old this week.

Alderman York congratulated Matt Garelli for successfully defending his Class 2A Wrestling State Championship.

Alderman Mulliner announced Elmhurst Memorial Hospital Guild's annual Chef Fest will be held on Thursday, February 23, 2012 at Drury Lane. The event starts at 5:30 p.m., tickets are available at the door.

Alderman Gutenkauf announced the Elmhurst League of Women Voters will present a program on Energy Aggregation at the Elmhurst Public Library on Tuesday, March 6, 2012 at 7:00 p.m.

#### **CONSENT AGENDA**

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

- a. MINUTES OF THE REGULAR MEETING HELD ON MONDAY, FEBRUARY 6, 2012 (City Clerk Spencer):  
Approve as published
- b. MINUTES OF THE EXECUTIVE SESSION HELD ON MONDAY, FEBRUARY 6, 2012 (City Clerk Spencer):  
Receive and place on file

c. ACCOUNTS PAYABLE – FEBRUARY 21, 2012, TOTAL \$ 1,353,234.36

d. APPOINTMENT TO BOARD OF TRUSTEES OF THE ELMHURST PUBLIC LIBRARY – IACONO (Mayor DiCianni): Concur with the Mayor’s recommendation

February 3, 2012

To: Members of the City Council

Re: Appointment to Board of Trustees of the Elmhurst Public Library – Monica Iacono

With your advice and consent, I will appoint Ms. Monica Iacono to the Board of Trustees of the Elmhurst Public Library to fill the expired term of Mr. Philip L. Hupfer. Her resume is attached for your consideration and her term will expire on July 1, 2014.

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

e. RE-APPOINTMENT TO THE BOARD OF FIRE AND POLICE COMMISSIONERS – HADDAD (Mayor DiCianni): Concur with the Mayor’s recommendation

February 3, 2012

To: Members of the City Council

Re: Re-appointment to the Board of Fire and Police Commissioners - Haddad

With your advice and consent, I will re-appoint Mr. Emil Haddad to the Board of Fire and Police Commissioners for a term to expire on May 1, 2013. Attached please find his current application.

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

f. BID RESULTS, UNIFORM SERVICES FOR PUBLIC WORKS (City Clerk Spencer): Refer to the Public Works & Buildings Committee

February 15, 2012

TO: Mayor DiCianni and Members of the City Council

RE: Bid Results, Uniform Services for Public Works

In response to an invitation to bid for Uniform Services for Public Works, the City of Elmhurst advertised in the Elmhurst Independent on Thursday, January 26, 2012. Bids were received from three contractors. All bid packages were complete.

Bids were opened at 10:00 a.m. on Tuesday, February 14, 2012 by the City Clerk. The following is a summary of the bids received:

<u>Contractor</u>	<u>Bid Amount Total Cost/Week</u>
G&K Services Justice, IL	\$ 270.54
Aramark Uniform Services Arlington Heights, IL	\$ 257.15
Cintas Romeoville, IL	\$ 283.24

Respectfully submitted,

/s/ Patty Spencer  
 City Clerk

- g. BID RESULTS, FIRE HYDRANT & VALVE REPAIR (City Clerk Spencer): Refer to the Public Works & Buildings Committee

February 15, 2012

TO: Mayor DiCianni and Members of the City Council  
 RE: Bid Results, Fire Hydrant & Valve Repair

In response to an invitation to bid for Fire Hydrant & Valve Repair, the City of Elmhurst advertised in the Elmhurst Independent on Thursday, February 2, 2012. Bids were received from eight contractors. All bid packages were complete.

Bids were opened at 10:00 a.m. on Tuesday, February 14, 2012 by the City Clerk. The following is a summary of the bids received:

<u>Contractor</u>	<u>Bid Amount</u>
Archon Construction Co. Addison, IL	\$139,900
Patnick Construction, Inc. Bensenville, IL	\$178,287
Stip Brothers Excavating, Inc. Elwood, IL	\$194,115
Unique Plumbing Co. Brookfield, IL	\$178,208
Gerardi Sewer & Water Co. Norridge, IL	\$162,876
Vian Construction Company Inc. Elk Grove Village, IL	\$182,673
Kings Point Addison, IL	\$120,671
Cerniglia Co. Melrose Park, IL	\$126,010

Respectfully submitted,  
/s/ Patty Spencer  
 City Clerk

- h. BID RESULTS, (1) 4-TON TRAILER MOUNTED ASPHALT HOT BOX PATCHER (City Clerk Spencer): Refer to the Public Works & Buildings Committee

February 15, 2012

TO: Mayor DiCianni and Members of the City Council  
 RE: Bid Results, (1) 4-Ton Trailer Mounted Asphalt Hot Box Patcher

In response to an invitation to bid for One (1) 4-Ton Trailer Mounted Asphalt Hot Box Patcher, the City of Elmhurst advertised in the Elmhurst Independent on Thursday, January 26, 2012 bids were received from three contractors. All bid packages were complete.

Bids were opened at 10:00 a.m. on Tuesday, February 14, 2012 by the City Clerk. The following is a summary of the bids received:

<u>Base Bid</u>	<u>Trade-In Price</u>	<u>Total Price Less Trade</u>
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Falcon Road Maintenance Equipment Inc. Midland, MI	\$22,053	\$2,000	<b>\$20,053</b>
Bonnell Industries Dixon, IL	\$22,900	\$1,000	<b>\$21,900</b>
Koenig Body and Equipment Inc. Peoria, IL	\$24,781	\$1,500	<b>\$23,281</b>

Respectfully submitted,  
/s/ Patty Spencer  
City Clerk

- i. 2012 BIKE RODEO (City Manager Grabowski): Refer to the Public Affairs & Safety Committee

February 15, 2012

To: Mayor DiCianni and Members of the City Council  
Re: 2012 Bike Rodeo

It is respectfully requested that the attached request from the Elmhurst Park District to hold a Bike Rodeo on May 19, 2012 be referred to the Public Affairs and Safety Committee for review and recommendation back to the City Council.

Respectfully submitted,  
/s/ James A. Grabowski  
City Manager

- j. 2012 ELMHURST 4 ON THE 4<sup>TH</sup> (City Manager Grabowski): Refer to the Public Affairs & Safety Committee

February 16, 2012

To: Mayor DiCianni and Members of the City Council  
Re: 2012 Elmhurst 4 on the 4<sup>th</sup>

It is respectfully requested that the attached request to hold the annual *Elmhurst 4 on the 4<sup>th</sup>* running event hosted by the Elmhurst Running Club and Community Bank of Elmhurst be referred to the Public Affairs and Safety Committee for review and recommendation back to the City Council.

Respectfully submitted,  
/s/ James A. Grabowski  
City Manager

- k. ALTERNATIVE WATER MANAGEMENT PROGRAMS – ALDERMAN GUTENKAUF & PEZZA (City Manager Grabowski): Refer to the Public Works & Buildings Committee

February 15, 2012

To: Mayor DiCianni and Members of the City Council  
Re: Alternative Water Management Programs – Alderman Gutenkauf & Pezza

It is respectfully requested that the attached request from Aldermen Gutenkauf and Pezza regarding alternative water management programs to the rear yard drain program be referred to the Public Works & Buildings Committee for review and recommendation back to the City Council.

Respectfully submitted,  
/s/ James A. Grabowski  
City Manager

- I. NEW CONSTRUCTION/MAJOR RENOVATION STORM SEWER CONNECTION REQUIREMENTS – ALDERMEN POLOMSKY & YORK (City Manager Grabowski): Refer to the Public Works & Buildings Committee

February 16, 2012

To: Mayor DiCianni and Members of the City Council  
Re: New Construction/Major Renovation Storm Sewer Connection Requirements – Alderman Polomsky & York

It is respectfully requested that the attached request from Aldermen Polomsky and York regarding changes to the current requirements for downspouts and sump pumps to be connected directly to the City's storm sewer system be referred to the Public Works & Buildings Committee for review and recommendation back to the City Council.

Respectfully submitted,  
/s/ James A. Grabowski  
City Manager

- m. REPORT – PRECIOUS METAL DEALERS The following report of the Public Affairs & Safety Committee was presented for passage:

February 13, 2012

To: Members of the City Council  
Re: Precious Metals Dealers

The Public Affairs and Safety Committee met on February 13, 2012 to discuss the request to change Article XXIII entitled "Pawnshops and Pawnbrokers" of Chapter 31 to include Section 31.415 entitled, "Precious Metals Dealers" to the Municipal Code.

The request was made by former Police Chief Steve Neubauer. Due to the unprecedented increase in the value of gold, silver and other precious metals, the City of Elmhurst has seen an increase in existing businesses and new businesses that purchase gold, silver and other jewelry in order to melt it down for its value. From a police perspective, this becomes problematic when individuals burglarize homes, steal jewelry, or otherwise illegally acquire these precious metals and turn them in at these businesses for cash.

The City of Elmhurst recently passed an ordinance regulating the pawning business along with other State laws. Precious metal dealers have no such statutory or ordinance regulation. Following is a list of police concerns to be addressed in the revised ordinance:

1. Identification of individuals who are selling precious metals. Including standardized requirements of the identification provided and security videotaping of transactions.
2. Scale used by these establishments is State Certified.
3. All jewelry purchased be digitally photographed and accurately described so the police department crime analyst can compare that description to jewelry and precious metals reported stolen in the community.
4. A list of property sold and the identity of the seller are shared with the police department.
5. The precious metal items should be retained on site for 14 days before they are sent to the smelter.
6. That the precious metal dealer must share his records and customer list with the police department on demand.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Attorney be authorized to prepare the necessary ordinance to amend Article XXIII, Entitled, "Pawnshops and Pawnbrokers" of Chapter 31, entitled, "Business Licensing Regulation and Registration" to include Section 31.415 entitled "Precious Metals Dealers" to the Municipal Code.

Respectfully submitted,  
Public Affairs and Safety Committee  
/s/ Patrick Wagner  
Chairman  
/s/ Paula Pezza  
Vice-Chairman  
/s/ Michael J. Bram

- n. REPORT – 2012 SPRING ROAD PET PARADE The following report of the Public Affairs & Safety Committee was presented for passage:

February 13, 2012

To: Mayor DiCianni and Members of the City Council  
Re: 2012 Spring Road Pet Parade

The Public Affairs and Safety Committee met on February 13, 2012 to discuss the request from the Spring Road Association and the Elmhurst Chamber of Commerce and Industry to hold the 24<sup>th</sup> Annual Pet and Bike Parade on Saturday, May 19, 2012. 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 19, 2012, 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 is 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 24th Annual Pet and Bike Parade on Saturday, May 19, 2012, commencing at 1:00 p.m., lasting approximately 45 minutes.

Respectfully submitted,  
Public Affairs and Safety Committee  
/s/ Patrick Wagner  
Chairman  
/s/ Paula Pezza  
Vice-Chairman  
/s/ Michael J. Bram

- o. REPORT – STATE OF ILLINOIS NETWORK CONFIDENTIAL INFORMATION NON-DISCLOSURE AGREEMENT The following report of the Finance, Council Affairs & Safety Committee was presented for passage:

February 14, 2012

To: Mayor DiCianni and Members of the City Council  
Re: State of Illinois Network Confidential Information Non Disclosure Agreement

The Finance, Council Affairs and Administrative Services Committee met on February 13, 2012, to review the State of Illinois Network Confidential Information Non Disclosure Agreement.

The Agreement (attached) allows the City of Elmhurst access to plans and specifications for the Illinois Broadband Opportunity Partnership-East Central (IBOP-EC). The IBOP-EC is a partnership between the Department of Central Management Services (CMS), Illinois State University and more than 40 local organizations to improve broadband access for education, health care, government and public safety institutions. The City will be able to connect to this new fiber backbone which will support speeds of up to 1.6 terabits per second, hundreds of times faster than the current network and user speeds ranging from 10 megabits to 10 gigabits per second and more than six times the current speeds of the majority of the community anchor institutions. This connectivity will allow a future upgrade of the City's WAN and data access to the Illinois Century Network, and may also allow the City to disconnect some current leased lines with AT&T resulting in future cost savings.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council approve the Network Confidential Information Non Disclosure Agreement between the City of Elmhurst and the State of Illinois.

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

- p. REPORT – DUPAGE MAYORS AND MANAGERS CONFERENCE 2012 LEGISLATIVE ACTION PROGRAM  
The following report of the Finance, Council Affairs & Safety Committee was presented for passage:

February 14, 2012

To: Mayor DiCianni and Members of the City Council  
Re: DuPage Mayors and Managers Conference 2012 Legislative Action Program

The Finance, Council Affairs and Administrative Services Committee met February 13, 2012, to review the DuPage Mayors and Managers Conference (DMMC) 2012 Legislative Action Program (attached).

Annually, the DMMC develops a Legislative Action Program to provide direction and guidelines for Conference activity. DMMC member communities generally endorse all or part of the LAP by resolution. The Finance Committee has reviewed the Legislative Action Program and endorses the program as presented.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council direct the City Attorney to prepare a resolution to endorse and adopt the DuPage Mayors and Managers Conference 2012 Legislative Action Program.

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

- q. O-07-2012 – AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE LICENSE AGREEMENT BY AND BETWEEN THE ELMHURST ST. PATRICK’S DAY PARADE COMMITTEE AND THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS

Ordinance O-07-2012 was presented for passage.

- r. MCO-04-2012 – AN ORDINANCE TO AMEND SECTION 44.122, ENTITLED, “LIMITED PARKING ZONES ENUMERATED,” OF DIVISION THREE, ENTITLED, “PARKING,” OF ARTICLE VII, ENTITLED, “MOTOR VEHICLES AND TRAFFIC” OF THE MUNICIPAL CODE OF ORDINANCES OF THE CITY OF ELMHURST, ILLINOIS

Ordinance MCO-04-2012 was presented for passage.

- s. MCO-05-2012 – AN ORDINANCE TO AMEND SECTION 36.11, ENTITLED, “LIMITATION OF NUMBER OF LICENSES” OF CHAPTER THIRTY-SIX, ENTITLED, “LIQUOR” OF THE MUNICIPAL CODE OF ORDINANCES OF THE CITY OF ELMHURST, ILLINOIS

Ordinance MCO-05-2012 was presented for passage.

- t. MCO-06-2012 – AN ORDINANCE TO AMEND SECTION 36.26(D), ENTITLED, “RESTRICTIONS AND REQUIREMENT FOR EMPLOYEES ON LICENSED PREMISES” OF CHAPTER THIRTY-SIX, ENTITLED, “LIQUOR” OF THE MUNICIPAL CODE OF ORDINANCES OF THE CITY OF ELMHURST, ILLINOIS

Ordinance MCO-06-2012 was presented for passage.

- u. R-07-2012 – A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE AGREEMENT FOR CONSULTING SERVICES FOR ELECTRICAL AGGREGATION BY AND BETWEEN THE NORTHERN ILLINOIS MUNICIPAL ELECTRIC COLLABORATIVE, INC. AND THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS

Resolution R-07-2012 was presented for passage.

Alderman Levin pulled item **6m. Report – Precious Metal Dealers** from the Consent Agenda.

Alderman York moved to approve the contents of the Consent Agenda less item **6m. Report – Precious Metal Dealers**. Alderman Healy seconded. Roll call vote:

Ayes: York, Healy, Levin, Kennedy, Morley, Mulliner, Pezza, Gutenkauf, Dunn, Bram, Polomsky, Hipkind

Nays: None

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

Alderman Pezza moved to open discussion on item **6m. Report – Precious Metal Dealers**. Alderman Bram seconded.

Alderman Levin stated he pulled item **6m. Report – Precious Metal Dealers** to abstain from voting on the Committee report. He stated he hopes to vote on the ordinance, if by that time he has received clarification from the City Attorney regarding his concerns on the regulation of precious metals.

Alderman Bram, point of order, asked if Alderman Levin’s rationale for abstaining is correct.

City Attorney Storino replied he can abstain for now.

Alderman Pezza stated former Police Chief Neubauer wanted to be pro-active and treat these dealers like pawn shops and regulate stolen goods.

Voice vote on item **6m. Report – Precious Metal Dealers**, motion carried, 1 abstention.

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

8. a. UPDATES (Mayor DiCianni)

Alderman Morley updated the Council on the status of the TIFs. He reviewed the Phase I and the status of the TIF study areas. He stated City Manager Grabowski has been keeping all taxing bodies updated and the Kane McKenna reports are available on the City's website. Alderman Morley stated no decisions have been made and the reports should come to Council within the next couple of months.

Alderman Bram referred to the waste and recycling contract referral he and Alderman Pezza sent to City Manager Grabowski. He thanked the Public Works & Buildings Committee for taking on the request, stating he looks forward to their report.

b. OVERVIEW OF 2012/2013 BUDGET (City Manager Grabowski)

City Manager Grabowski gave a PowerPoint presentation titled Operating Budget Overview. He highlighted the following: City of Elmhurst Mission Statement, 2012/13 Budget Schedule, 2012/13 Budget Document Format, Highlights of the Preliminary 2012/13 Operating Budget, and What's Next.

Mayor DiCianni thanked City Manager Grabowski and Finance Director Gaston and her staff for the great job they do for budget review.

Several questions and comments from Aldermen were addressed by City Manager Grabowski.

Alderman Pezza stated for clarification, a full-time Assistant City Manager position is included in the budget. She stated a full and open discussion regarding this position will take place during budget discussions.

**OTHER BUSINESS**

9. Alderman York summarized an article that recently appeared in *Crain's Chicago Business* regarding communities seeking a new power supplier.

City Manager Grabowski stated he would make a copy of the article for the Council to read.

Alderman Bram commented on the Crain's article, stating it is a must read. He stated recently solicitors have been going door to door regarding the subject of alternative power suppliers.

Alderman Gutenkauf stated a blue flyer should have been included in every resident's water bill. It contains information on two sides – one side discusses City services, one side discusses electric aggregation.

**ADJOURNMENT**

10. Alderman Morley moved to adjourn the meeting. Alderman York seconded. Voice vote. Motion carried. Meeting adjourned 8:35 p.m.

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Peter P. DiCianni III, Mayor

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Patty Spencer, City Clerk

CITY OF ELMHURST

ACCOUNTS PAYABLE SUMMARY SHEET

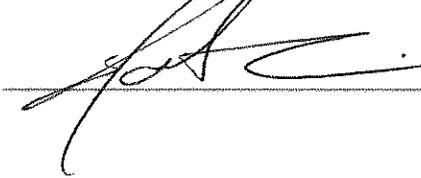
FEBRUARY 29, 2012

	<u>REGULAR</u>	<u>INTERIM</u>	<u>TOTAL</u>
<u>CHECKS</u>			
GENERAL FUND	\$773,506.74	14,609.23	\$788,115.97
LIBRARY FUND	22,960.99	-	22,960.99
MOTOR FUEL TAX	20,185.57	-	20,185.57
STORMWATER	48,186.50	-	48,186.50
REDEVELOPMENT	6,507.85	-	6,507.85
MUNICIPAL UTILITY FUND	271,895.93	(286.84)	271,609.09
PARKING REVENUE SYSTEM FUND	10,832.14	-	10,832.14
	<u>1,154,075.72</u>	<u>14,322.39</u>	<u>1,168,398.11</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 MARCH 5, 2012 AND YOU ARE HEREBY AUTHORIZED TO PAY THEM FROM THE APPROPRIATE BUDGET ACCOUNT.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

ACCOUNTS PAYABLE INQUIRY

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

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0009417	00	A N S, INC	01	02/29/2012	530-0088-503.50-14	WINDOW CLEANING	710.00	
154093		007247						
						VENDOR TOTAL *	710.00	
0000009	00	ACE HARDWARE						
281137		007443	01	02/29/2012	110-4020-422.50-01	SHACKLE PINS/BRUSH WHEEL	12.58	
281150		007208	01	02/29/2012	110-5030-421.50-01	SINK REPAIR	3.14	
281198		007290	01	02/29/2012	110-6044-435.40-98	CAULK	8.62	
281018		007207	01	02/29/2012	110-6046-418.50-01	HOSE BIB/FAUCET REPAIR	21.12	
281059		007209	01	02/29/2012	110-7060-451.50-01	FLOOR REPAIR	1.34	
280857		007210	01	02/29/2012	110-7060-451.50-01	WALLPLATE/NUTS/BOLTS/SCRE	3.60	
281060		007211	01	02/29/2012	110-7060-451.50-01	GLASS SCRAPER	2.24	
						VENDOR TOTAL *	52.64	
0019127	00	ACS FIREHOUSE SOFTWARE						
727899		007444	01	02/29/2012	110-2008-413.50-23	SOFTWARE MAINT	2,500.00	
						VENDOR TOTAL *	2,500.00	
0002416	00	ADDISON AUTO INTERIORS						
10507		007422	01	02/29/2012	110-6047-512.50-02	SEAT REPLACE/REPAIR PD-19	195.00	
						VENDOR TOTAL *	195.00	
0007385	00	ADI						
JHBY0401		007300	01	02/29/2012	110-2008-413.40-31	CAMERA	89.56	
JJRD3401		007371	01	02/29/2012	110-2008-413.40-31	KEYPADS	254.99	
JJRD3401		007372	01	02/29/2012	110-4020-422.60-98	KEYPADS	254.99	
						VENDOR TOTAL *	599.54	
0008328	00	ADT SECURITY SERVICES, INC						
63855285		007092	01	02/29/2012	110-4021-425.40-41	INSTALLATION CHARGE	4,080.00	
63855286		007093	01	02/29/2012	110-4021-425.40-41	INSTALLATION CHARGE	4,080.00	
63855287		007094	01	02/29/2012	110-4021-425.40-41	INSTALLATION CHARGE	4,080.00	
63855288		007095	01	02/29/2012	110-4021-425.40-41	INSTALLATION CHARGE	4,080.00	
63855284		007096	01	02/29/2012	110-4021-425.40-41	PRO RATED SVC CHARGE	175.56	
64411704		007097	01	02/29/2012	110-4021-425.40-41	INSTALLATION CHARGE	5,780.00	
65169747		007440	01	02/29/2012	110-7060-451.30-98	SECURITY SVCS	165.69	
						VENDOR TOTAL *	22,441.25	
0017774	00	AED BRANDS						
20899		007628	01	02/29/2012	110-5030-421.40-31	BATTERY/PADS	400.00	
						VENDOR TOTAL *	400.00	
0019010	00	AL PIEMONTE FORD SALES, INC						
523535		007172	01	02/29/2012	110-6047-512.50-16	TRK/PARTS PW117	280.06	
523379		007173	01	02/29/2012	110-6047-512.50-16	TRK/PARTS PD-17	23.10	
523292		007174	01	02/29/2012	110-6047-512.50-16	AUTO/PARTS E-29	88.14	
523404		007175	01	02/29/2012	110-6047-512.50-16	RETURNED MERCHANDISE	88.14-	
524299		007420	01	02/29/2012	110-6047-512.50-16	AUTO/PARTS E-2	21.72	
518066		007421	01	02/29/2012	110-6047-512.50-16	RETURNED MERCHANDISE	277.28-	

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 BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0019010	00	AL PIEMONTE FORD SALES, INC						
						VENDOR TOTAL *	47.60	
0000016	00	ALEXANDER EQPT CO INC						
82308		007232	01	02/29/2012	110-6043-434.50-08	CABLING SUPPLIES	355.50	
82300		007233	01	02/29/2012	110-6043-434.50-08	BLIND RIVET/BEARING	28.88	
82309		007234	01	02/29/2012	110-6043-434.50-08	BLADES REPLACEMENT	269.50	
82425		007235	01	02/29/2012	110-6043-434.50-08	CHAINSAW/BLOWER REPLACE	454.90	
82431		007618	01	02/29/2012	110-6043-434.50-08	EQUIP REPLACEMENT	14.90	
						VENDOR TOTAL *	1,123.68	
0000078	00	ALLIED WASTE/REPUBLIC #551						
0551-009173162		007066	01	02/29/2012	510-6056-502.30-81	WASTE DISPOSAL	768.00	
						VENDOR TOTAL *	768.00	
0013770	00	ALPINE SAP, INC - CAROL STREAM						
5207		007454	01	02/29/2012	510-6050-501.30-52	RPZ TESTING	446.25	
5205		007620	01	02/29/2012	510-6050-501.30-52	RPZ TESTING	3,888.75	
5206		007621	01	02/29/2012	510-6050-501.30-52	RPZ TESTING	1,147.50	
						VENDOR TOTAL *	5,482.50	
0008760	00	AMERICAN ASSN OF MUSEUMS						
15626		007518	01	02/29/2012	110-7060-451.60-37	MEMBERSHIP	430.00	
						VENDOR TOTAL *	430.00	
0005297	00	AMERICAN CHARGE SERVICE						
02/21/2012		007670	01	02/29/2012	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	487.40	
02/21/2012		007671	01	02/29/2012	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	12.40	
						VENDOR TOTAL *	499.80	
0013255	00	ANDERSON ELEVATOR CO						
120715		007238	01	02/29/2012	110-6046-418.30-25	PRESSURE TEST	289.50	
120643		007236	01	02/29/2012	530-0088-503.30-25	ELEVATOR REPAIR	318.75	
120644		007237	01	02/29/2012	530-0088-503.30-25	ELEVATOR REPAIR	498.50	
120716		007239	01	02/29/2012	530-0088-503.30-25	PRESSURE TEST	289.50	
						VENDOR TOTAL *	1,396.25	
0007267	00	ASSOCIATED TECHNICAL SERVICES, LTD						
22140		007530	01	02/29/2012	510-6052-501.30-52	LEAK LOCATION SVCS	626.25	
						VENDOR TOTAL *	626.25	
0012277	00	AT&T						
63053030075410		007127	01	02/29/2012	110-0086-453.30-75	MONTHLY PHONE	58.96	
63053030075410		007128	01	02/29/2012	110-0094-454.30-75	MONTHLY PHONE	22.11	
63053030075410		007114	01	02/29/2012	110-1001-411.30-75	MONTHLY PHONE	1,031.84	
63053030075410		007115	01	02/29/2012	110-2006-413.30-75	MONTHLY PHONE	339.03	
63053030075410		007116	01	02/29/2012	110-2007-413.30-75	MONTHLY PHONE	162.15	
63053030075410		007117	01	02/29/2012	110-2008-413.30-75	MONTHLY PHONE	972.87	
63029919307818		007589	01	02/29/2012	110-2008-413.30-98	MONTHLY PHONE	226.08	

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0012277	00	AT&T						
63029919617851	007590		01	02/29/2012	110-2008-413.30-98	MONTHLY PHONE	226.08	
63053030075410	007118		01	02/29/2012	110-3015-414.30-75	MONTHLY PHONE	228.48	
63053030075410	007119		01	02/29/2012	110-4020-422.30-75	MONTHLY PHONE	324.29	
63083200803668	007365		01	02/29/2012	110-4020-422.30-75	MONTHLY PHONE	68.47	
70822603773592	007592		01	02/29/2012	110-4020-422.30-75	MONTHLY PHONE	156.75	
63040705638276	007112		01	02/29/2012	110-4021-425.50-98	MONTHLY PHONE	43.91	
63083200045401	007364		01	02/29/2012	110-4021-425.30-75	MONTHLY PHONE	44.16	
84727365350170	007603		01	02/29/2012	110-4021-425.30-75	MONTHLY PHONE	256.11	
63053030075410	007126		01	02/29/2012	110-4022-423.30-75	MONTHLY PHONE	191.63	
63053030075410	007120		01	02/29/2012	110-4025-424.30-75	MONTHLY PHONE	147.41	
63053033512328	007062		01	02/29/2012	110-5030-421.30-75	MONTHLY PHONE	106.57	
63053050866185	007113		01	02/29/2012	110-5030-421.30-75	MONTHLY PHONE	26.45	
63053030075410	007121		01	02/29/2012	110-5030-421.30-75	MONTHLY PHONE	2,284.78	
70822603942320	007594		01	02/29/2012	110-5030-421.30-75	MONTHLY PHONE	156.75	
63022603952325	007595		01	02/29/2012	110-5030-421.30-75	MONTHLY PHONE	35.94	
63053030075410	007122		01	02/29/2012	110-6040-431.30-75	MONTHLY PHONE	980.24	
70822613280851	007591		01	02/29/2012	110-6040-431.30-75	MONTHLY PHONE	127.08	
63029950633668	007596		01	02/29/2012	110-6040-431.30-75	MONTHLY PHONE	131.88	
63029950643667	007597		01	02/29/2012	110-6040-431.30-75	MONTHLY PHONE	156.98	
63029979019998	007598		01	02/29/2012	110-6040-431.30-75	MONTHLY PHONE	241.13	
70822611450803	007601		01	02/29/2012	110-6040-431.30-75	MONTHLY PHONE	639.87	
630R0605979200	007602		01	02/29/2012	110-6046-418.50-01	MONTHLY PHONE	127.08	
63053030075410	007125		01	02/29/2012	110-7060-451.30-75	MONTHLY PHONE	221.11	
70822611762223	007676		01	02/29/2012	110-7060-451.30-75	MONTHLY PHONE	127.08	
63083313263643	007677		01	02/29/2012	110-7060-451.30-98	MONTHLY PHONE	36.86	
63053030075410	007123		01	02/29/2012	510-6050-501.30-75	MONTHLY PHONE	140.03	
70822611450803	007600		01	02/29/2012	510-6052-501.30-75	MONTHLY PHONE	319.94	
63053030075410	007124		01	02/29/2012	510-6055-502.30-75	MONTHLY PHONE	265.33	
70822603793590	007593		01	02/29/2012	510-6055-502.30-75	MONTHLY PHONE	156.75	
70822611450803	007599		01	02/29/2012	510-6055-502.30-75	MONTHLY PHONE	319.94	
						VENDOR TOTAL *	11,102.12	
0011146	00	AT&T GLOBAL SERVICES, INC						
1L796174	007301		01	02/29/2012	110-2008-413.50-25	TELEPHONE MAINT	2,036.92	
						VENDOR TOTAL *	2,036.92	
0012291	00	AUTO TECH CENTERS INC						
232680	007176		01	02/29/2012	110-6047-512.50-20	TIRES/STOCK	408.50	
232678	007177		01	02/29/2012	110-6047-512.50-20	TIRES/PD-32	406.00	
						VENDOR TOTAL *	814.50	
0013718	00	BENES, JAMES J, & ASSOCS, INC						
1091 100	007455		01	02/29/2012	110-6040-431.30-26	PROF ENG SVCS	244.26	
1091 189	007456		01	02/29/2012	110-6040-431.30-26	PROF ENG SVCS	795.16	
1091 196	007457		01	02/29/2012	110-6040-431.30-26	PROF ENG SVCS	488.52	
1091 207	007458		01	02/29/2012	110-6040-431.30-26	PROF ENG SVCS	1,382.76	
1091 208	007459		01	02/29/2012	110-6040-431.30-26	PROF ENG SVCS	1,082.61	
1091 209	007460		01	02/29/2012	110-6040-431.30-26	PROF ENG SVCS	895.62	





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INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0007069	00	CDW GOVERNMENT INC						
F518346		007299	01	02/29/2012	510-6051-501.50-04	SCADA SERVER RACK/KEYBOAR	1,736.80	
							VENDOR TOTAL *	1,736.80
0016322	00	CEASAR, ADAM						
02/01-02/16/12		007218	01	02/29/2012	110-0086-453.30-52	CATV PROF SVCS	275.00	
							VENDOR TOTAL *	275.00
0014402	00	CHICAGO PARTS & SOUND LLC						
438315		007153	01	02/29/2012	110-6047-512.50-16	PARTS/SUPPLIES	193.65	
438692		007158	01	02/29/2012	110-6047-512.50-16	PARTS/SUPPLIES	228.94	
436978		007180	01	02/29/2012	110-6047-512.50-16	TRK/PARTS PD-9	322.40	
436979		007181	01	02/29/2012	110-6047-512.50-16	TRK/PARTS PD-17	438.40	
437736		007182	01	02/29/2012	110-6047-512.50-16	RETURNED MERCHANDISE	233.46	
438915		007251	01	02/29/2012	110-6047-512.40-34	OIL	160.32	
438915		007252	01	02/29/2012	110-6047-512.50-16	PARTS/SUPPLIES	58.44	
439431		007416	01	02/29/2012	110-6047-512.50-16	AUTO/PARTS E-7	55.96	
439432		007417	01	02/29/2012	110-6047-512.40-34	OIL	79.20	
							VENDOR TOTAL *	1,303.85
0000630	00	CLASSIC GRAPHIC INDUSTRIES INC						
69287		007662	01	02/29/2012	110-5030-421.30-50	CITATIONS PRINTING	2,620.88	
							VENDOR TOTAL *	2,620.88
0000114	00	COM ED						
8256051035		007129	01	02/29/2012	110-6044-435.30-24	MONTHLY ELECTRIC	28.15	
4248089012		007130	01	02/29/2012	110-6044-435.30-24	MONTHLY ELECTRIC	119.28	
							VENDOR TOTAL *	147.43
0014623	00	COMCAST CABLE						
877120089008715007681			01	02/29/2012	110-4020-422.60-98	CABLE/INTERNET SVCS	147.49	
							VENDOR TOTAL *	147.49
0007855	00	CONVERGINT TECHNOLOGIES LLC						
61941		007246	01	02/29/2012	110-5030-421.50-01	4TH QUARTER MAINT FEE	800.00	
							VENDOR TOTAL *	800.00
0009471	00	COSTCO - OAKBROOK						
022112		007349	01	02/21/2012	110-2006-413.40-33	SUPPLIES	CHECK #: 153024	104.40
022112		007350	01	02/21/2012	110-4020-422.40-98	SUPPLIES	CHECK #: 153024	111.90
022112		007351	01	02/21/2012	110-4020-422.40-24	SUPPLIES	CHECK #: 153024	99.42
022112		007352	01	02/21/2012	110-5030-421.40-98	SUPPLIES	CHECK #: 153024	161.89
022112		007353	01	02/21/2012	110-6041-432.40-98	SUPPLIES	CHECK #: 153024	104.40
022112		007354	01	02/21/2012	110-6043-434.40-98	SUPPLIES	CHECK #: 153024	104.40
022112		007355	01	02/21/2012	110-6044-435.40-98	SUPPLIES	CHECK #: 153024	104.40
022112		007356	01	02/21/2012	110-6046-418.40-98	SUPPLIES	CHECK #: 153024	104.39
022112		007357	01	02/21/2012	110-6047-512.40-98	SUPPLIES	CHECK #: 153024	104.39
022112		007358	01	02/21/2012	510-6052-501.40-98	SUPPLIES	CHECK #: 153024	133.77
022112		007359	01	02/21/2012	510-6057-502.40-98	SUPPLIES	CHECK #: 153024	104.39



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INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0009707	00	E J EQUIPMENT INC						
0049085		007415	01	02/29/2012	110-6047-512.50-16	TRK/PARTS PW106	686.93	
VENDOR TOTAL *							686.93	
0000177	00	ELMHURST CHAMBER OF COMMERCE						
1960		007088	01	02/29/2012	110-3015-414.30-52	CASTCO AD	750.00	
VENDOR TOTAL *							750.00	
0014621	00	ELMHURST CLAIMS ACCOUNT - CLAIM SVC						
7504366944		007360	01	02/29/2012	110-4020-422.20-07	SELF INSURED LOSS FUND	26,675.27	
7504366944		007059	01	02/29/2012	110-5030-421.20-07	SELF INSURED LOSS FUND	4,155.25	
7504366944		007361	01	02/29/2012	110-5030-421.20-07	SELF INSURED LOSS FUND	1,208.60	
7504366944		007060	01	02/29/2012	110-6040-431.20-07	SELF INSURED LOSS FUND	1,258.93	
7504366944		007362	01	02/29/2012	110-6040-431.20-07	SELF INSURED LOSS FUND	10,748.19	
7504366944		007061	01	02/29/2012	510-6055-502.20-07	SELF INSURED LOSS FUND	616.00	
7504366944		007363	01	02/29/2012	510-6055-502.20-07	SELF INSURED LOSS FUND	197.14	
VENDOR TOTAL *							44,859.38	
0015836	00	ELMHURST INDEPENDENT - ROCK VALLEY						
956800		007461	01	02/29/2012	110-3015-414.30-54	LEGAL NOTICE	63.00	
956799		007462	01	02/29/2012	110-3015-414.30-54	LEGAL NOTICE	65.25	
856868		007082	01	02/29/2012	110-6040-431.30-54	LEGAL NOTICE	63.00	
855920		007084	01	02/29/2012	110-6040-431.30-54	LEGAL NOTICE	66.38	
855935		007086	01	02/29/2012	110-6040-431.30-54	LEGAL NOTICE	36.00	
856868		007083	01	02/29/2012	510-6050-501.30-54	LEGAL NOTICE	63.00	
855920		007085	01	02/29/2012	510-6050-501.30-54	LEGAL NOTICE	66.37	
855935		007087	01	02/29/2012	510-6050-501.30-54	LEGAL NOTICE	36.00	
VENDOR TOTAL *							459.00	
0000188	00	ELMHURST PARK DISTRICT						
01563		007107	01	02/29/2012	110-0000-313.03-03	MUNICIPAL TAX REIMBURSE	110.75	
01564		007108	01	02/29/2012	110-0000-313.03-03	MUNICIPAL TAX REIMBURSE	16.87	
01565		007109	01	02/29/2012	110-0000-313.03-03	MUNICIPAL TAX REIMBURSE	87.40	
VENDOR TOTAL *							215.02	
0000190	00	ELMHURST POSTMASTER-MUSEUM						
SPRING 2012		007548	01	02/23/2012	110-7060-451.30-49	CALENDAR BULK POSTAGE	CHECK #:	153043
								2,594.91
VENDOR TOTAL *							.00	2,594.91
0000193	00	ELMHURST POSTMASTER-PERMIT 47						
BOX #8630		005694	01	02/09/2012	110-1001-411.30-49	CALLER SVC RENEWAL FEE	CHECK #:	152363
FEB 2012		007551	01	02/24/2012	110-1001-411.60-40	FEB CITY NEWSLETTER POSTG	CHECK #:	153047
BOX #8630		005696	01	02/09/2012	110-6040-431.30-49	CALLER SVC RENEWAL FEE	CHECK #:	152363
BOX #8630		005695	01	02/09/2012	510-6050-501.30-49	CALLER SVC RENEWAL FEE	CHECK #:	152363
BOX #8630		005697	01	02/09/2012	510-6055-502.30-49	CALLER SVC RENEWAL FEE	CHECK #:	152363
VENDOR TOTAL *							.00	1,599.73
0007247	00	ELMHURST POSTMASTER-PERMIT 85						
PERMIT 85		007549	01	02/23/2012	110-1001-411.30-49	BUSINESS REPLY PERMIT	CHECK #:	153044
								350.00

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0007247	00	ELMHURST POSTMASTER-PERMIT 85									
									VENDOR TOTAL *	.00	350.00
0000195	00	ENGINEMASTERS, INC	46832	007664		01	02/29/2012	110-6047-512.50-16	FILTERS	229.60	
									VENDOR TOTAL *	229.60	
0011437	00	EXELON ENERGY COMPANY									
500000600771		007484				01	02/29/2012	110-6041-432.30-24	MONTHLY ELECTRIC	1,836.16	
500000600771		007486				01	02/29/2012	110-6044-435.30-24	MONTHLY ELECTRIC	386.34	
500000600771		007483				01	02/29/2012	510-6051-501.30-24	MONTHLY ELECTRIC	421.55	
500000600771		007482				01	02/29/2012	510-6057-502.30-24	MONTHLY ELECTRIC	5,168.83	
500000600771		007485				01	02/29/2012	530-0088-503.30-24	MONTHLY ELECTRIC	4,250.19	
									VENDOR TOTAL *	12,063.07	
0017846	00	FAAS, MICHAEL	02/23/2012	007619		01	02/29/2012	110-6043-434.40-98	EXPENSE REIMBURSEMENT	140.00	
									VENDOR TOTAL *	140.00	
0017007	00	FACILITY SOLUTIONS GROUP	2663801-00	007292		01	02/29/2012	110-6044-435.40-98	CAPACITORS REPLACEMENT	311.03	
									VENDOR TOTAL *	311.03	
0017101	00	FIRE SERVICE, INC	4686	007413		01	02/29/2012	110-6047-512.50-16	TRK/PARTS TRK#1	54.58	
4764		007414				01	02/29/2012	110-6047-512.50-16	TRK/PARTS SQUAD#1	30.77	
									VENDOR TOTAL *	85.35	
0005438	00	FLEET SAFETY SUPPLY	54703	007410		01	02/29/2012	110-5030-421.40-98	TRK/PARTS PD-15	61.36	
54612		007411				01	02/29/2012	110-5030-421.80-06	SET UP NEW VEHICLE/PD-17	68.45	
54603		007412				01	02/29/2012	110-5030-421.80-06	SET UP NEW VEHICLE/PD-17	42.12	
54694		007409				01	02/29/2012	110-6047-512.50-16	AUTO/PARTS E-2	216.00	
									VENDOR TOTAL *	387.93	
0003165	00	FLEXIBLE	2843	007157		01	02/29/2012	110-6041-432.40-52	WANDS	416.60	
									VENDOR TOTAL *	416.60	
0005844	00	FLINK SNOW PLOWS & SPREADERS	41111	007184		01	02/29/2012	110-6042-433.50-16	PLOW WHEEL	610.04	
									VENDOR TOTAL *	610.04	
0002222	00	FORESMAN, RICH	02/01-02/16/12	007222		01	02/29/2012	110-0086-453.30-52	CATV PROF SVCS	598.00	
									VENDOR TOTAL *	598.00	
0003749	00	G M MOUNTING & LAMINATING, INC	0000018367	007254		01	02/29/2012	110-5030-421.40-33	MAP LAMINATING	34.85	

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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003749	00	G M MOUNTING & LAMINATING, INC						
						VENDOR TOTAL *	34.85	
0007214 598536	00	GALLAGHER AJ, RISK MGMT SVCS INC 007682	01	02/29/2012	110-4020-422.60-98	TREASURER BOND	200.00	
						VENDOR TOTAL *	200.00	
0008274 625588MB	00	GALLAGHER MATERIALS, INC 007439	01	02/29/2012	110-6041-432.40-02	ASPHALT	2,256.12	
						VENDOR TOTAL *	2,256.12	
0009769 02/01-02/16/12	00	GARRON, FERNANDO 007217	01	02/29/2012	110-0086-453.30-52	CATV PROF SVCS	275.00	
						VENDOR TOTAL *	275.00	
0019250 R18478	00	GEN POWER, INC 007626	01	02/29/2012	510-6057-502.50-08	GENERATOR RENTAL	613.80	
						VENDOR TOTAL *	613.80	
0000242 9751870107	00	GRAINGER 007160	01	02/29/2012	110-6046-418.50-01	SOAP DISPENSER	27.05	
						VENDOR TOTAL *	27.05	
0000247 958641231	00	GRAYBAR 007286	01	02/29/2012	110-6044-435.40-98	PHOTO-CELL SOCKETS	87.40	
						VENDOR TOTAL *	87.40	
0007639 JAN-DEC 2011	00	GRUBER, ROSEMARY 007638	01	02/29/2012	110-0000-313.03-03	UTILITY TAX REBATE	10.87	
JAN-DEC 2011		007639	01	02/29/2012	110-0000-313.01-01	UTILITY TAX REBATE	11.65	
JAN-DEC 2011		007640	01	02/29/2012	110-0000-313.02-02	UTILITY TAX REBATE	9.16	
						VENDOR TOTAL *	31.68	
0000255 MARCH 2012	00	HAHN & ASSOCS, LTD 007071	01	02/29/2012	110-5030-421.30-48	SOCIAL SVCS	4,203.04	
						VENDOR TOTAL *	4,203.04	
0005803 02/01-02/16/12	00	HARRISON, JONATHAN 007213	01	02/29/2012	110-0086-453.30-52	CATV PROF SVCS	110.25	
						VENDOR TOTAL *	110.25	
0005494 12-57	00	HBK WATER METER SERVICE, INC 007529	01	02/29/2012	510-6052-501.30-98	LARGE METER TESTING	4,737.70	
						VENDOR TOTAL *	4,737.70	
0015904 4371785	00	HD SUPPLY WATERWORKS, LTD 007155	01	02/29/2012	510-6052-501.40-51	SERVICE LINES	362.50	
						VENDOR TOTAL *	362.50	
0011839	00	HEALTHCARE SERVICE CORP						

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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0011839	00	HEALTHCARE SERVICE CORP						
014582	007487		01	02/29/2012	110-1001-411.20-04	HEALTH INS	6,083.53	
014582	007488		01	02/29/2012	110-2006-413.20-04	HEALTH INS	14,225.09	
014582	007489		01	02/29/2012	110-2007-413.20-04	HEALTH INS	3,032.94	
014582	007490		01	02/29/2012	110-2008-413.20-04	HEALTH INS	6,313.82	
014582	007491		01	02/29/2012	110-3015-414.20-04	HEALTH INS	2,496.36	
014582	007492		01	02/29/2012	110-4020-422.20-04	HEALTH INS	69,719.92	
014582	007493		01	02/29/2012	110-4025-424.20-04	HEALTH INS	13,134.28	
014582	007494		01	02/29/2012	110-5030-421.20-04	HEALTH INS	114,522.33	
014582	007495		01	02/29/2012	110-6040-431.20-04	HEALTH INS	28,210.68	
014582	007496		01	02/29/2012	110-7060-451.20-04	HEALTH INS	3,874.27	
014582	007500		01	02/29/2012	210-8070-452.20-04	HEALTH INS	21,658.90	
014582	007497		01	02/29/2012	510-6050-501.20-04	HEALTH INS	5,912.35	
014582	007498		01	02/29/2012	510-6055-502.20-04	HEALTH INS	6,679.22	
014582	007499		01	02/29/2012	530-0088-503.20-04	HEALTH INS	2,421.11	
VENDOR TOTAL *							298,284.80	
0016156	00	HELM INC						
INV10022384	007305		01	02/29/2012	110-2008-413.50-23	IDS SOFTWARE RENEWAL	450.00	
VENDOR TOTAL *							450.00	
0020022	00	HENDERSON PRODUCTS INC						
S8-01027	007185		01	02/29/2012	110-6042-433.50-16	TRK/PARTS PW28,PW29,PW33,	28.00	
VENDOR TOTAL *							28.00	
0017387	00	HEUSER, DAN						
02/01-02/16/12	007214		01	02/29/2012	110-0086-453.30-52	CATV PROF SVCS	125.00	
VENDOR TOTAL *							125.00	
0006864	00	HOME DEPOT 1919-NORTHLAKE						
014267/5024418	007279		01	02/29/2012	110-5030-421.50-01	PVC/PIPE	65.22	
016203/3011911	007282		01	02/29/2012	110-5030-421.50-01	SINK REPAIR	73.48	
014501/5024416	007280		01	02/29/2012	510-6057-502.50-01	ROOM REMODEL	6.80	
016916/3011909	007281		01	02/29/2012	510-6057-502.50-01	ROOM REMODEL	42.98	
VENDOR TOTAL *							188.48	
0012341	00	HOME DEPOT 1982-OAKBROOK TERR						
026423/4564004	007272		01	02/29/2012	110-5030-421.50-01	SHELVING	24.94	
4172267	007274		01	02/29/2012	110-5030-421.50-01	RETURNED MERCHANDISE	13.40-	
025941/5023160	007275		01	02/29/2012	110-5030-421.50-01	SHELVING	190.18	
002348/7025236	007277		01	02/29/2012	110-6046-418.50-01	BENCH REPAIR	3.94	
025813/5122294	007273		01	02/29/2012	110-7060-451.50-01	PAINT	38.47	
026662/4564002	007276		01	02/29/2012	110-7060-451.50-01	WALL PAPER REPAIR	13.94	
008201/1011240	007278		01	02/29/2012	510-6057-502.50-01	ROOM REMODEL	21.49	
VENDOR TOTAL *							279.56	
0007888	00	HOMER TREE CARE INC						
19794	007228		01	02/29/2012	110-6043-434.30-22	DED TREE REMOVAL	1,116.00	
19793	007229		01	02/29/2012	110-6043-434.30-22	DED TREE REMOVAL	1,444.00	

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0007888 19792	00	HOMER TREE CARE INC	007230	01	02/29/2012	110-6043-434.30-88	MISC TREE REMOVAL	507.00	
							VENDOR TOTAL *	3,067.00	
0007646 027956	00	HOMETOWN PRINTS	007521	01	02/29/2012	110-7060-451.40-43	HISTORIC NOTE CARDS	469.34	
							VENDOR TOTAL *	469.34	
0009934 04/04/2012	00	I A C E - BATAVIA	007090	01	02/29/2012	110-4025-424.60-11	REGISTRATION	90.00	
							VENDOR TOTAL *	90.00	
0017689 1503	00	IDEK GRAPHICS	007242	01	02/29/2012	110-6046-418.50-01	NAME PLATE	45.00	
							VENDOR TOTAL *	45.00	
0007329 5022254540	00	IKON OFFICE SOLUTIONS	007632	01	02/29/2012	110-5030-421.30-21	COPIER MAINT	520.13	
							VENDOR TOTAL *	520.13	
0007198 105095	00	IL DEPT OF TRANSPORTATION	007104	01	02/29/2012	110-6048-513.80-25	CONSTRUCTION REIMBURSE	106,633.64	
							VENDOR TOTAL *	106,633.64	
0011618 L17-1528 L17-1528	00	IL ENVIRONMENTAL PROT - CHICAGO	007225 007226	01 01	02/29/2012 02/29/2012	510-6055-502.90-14 510-6055-502.90-40	2000 EPA LOAN INTEREST 2000 EPA LOAN PRINCIPAL	3,913.99 15,380.74	
							VENDOR TOTAL *	19,294.73	
0002321 M175	00	IL FIRE INSPECTORS ASSN	007683	01	02/29/2012	110-4020-422.60-37	MEMBERSHIP	95.00	
							VENDOR TOTAL *	95.00	
0000288 0019531-IN	00	IL MUNICIPAL LEAGUE	007295	01	02/29/2012	110-2007-413.60-42	EMPLOYMENT AD	20.00	
							VENDOR TOTAL *	20.00	
0010337 624395-000 624395-000	00	IL PAPER & COPIER CO	007616 007617	01 01	02/29/2012 02/29/2012	110-2006-413.40-33 110-5030-421.40-33	PAPER SUPPLIES PAPER SUPPLIES	1,411.00 941.00	
							VENDOR TOTAL *	2,352.00	
0001005 PD-39	00	IL SEC OF STATE - CONF SERV PROG	007079	01	02/29/2012	110-6047-512.60-55	PLATE RENEWAL	99.00	
							VENDOR TOTAL *	99.00	
0016624 13295A	00	IMPACT NETWORKING LLC	007306	01	02/29/2012	110-2008-413.30-52	FREIGHT CHARGES	19.50	
							VENDOR TOTAL *	19.50	
0000643	00	INDUSTRIAL LADDER & SUPPLY							

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INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0000643	00	INDUSTRIAL LADDER & SUPPLY						
761187		007240	01	02/29/2012	110-6046-418.40-53	LADDER	77.69	
761189		007241	01	02/29/2012	110-6046-418.40-53	LADDER	363.90	
						VENDOR TOTAL *	441.59	
0006347	00	INLAND COMMERCIAL PROPERTY MGT INC						
002-1789649		007604	01	02/29/2012	530-0088-503.50-15	MONTHLY MAINT CONTRACT	1,150.00	
						VENDOR TOTAL *	1,150.00	
0005563	00	INLAND POWER GROUP						
5431319-00		007408	01	02/29/2012	110-6047-512.50-16	TRK/PARTS TRK#1	275.27	
						VENDOR TOTAL *	275.27	
0010731	00	INTERSTATE BATTERY SYSTEM OF						
110112970		007149	01	02/29/2012	110-6047-512.50-16	PARTS/SUPPLIES	285.85	
						VENDOR TOTAL *	285.85	
0009561	00	INTOXIMETERS, INC						
353792		007077	01	02/29/2012	110-5030-421.60-75	DRY GAS	172.45	
						VENDOR TOTAL *	172.45	
0019423	00	IPELRA - ROSEMONT						
02/16/2012		007523	01	02/29/2012	110-2007-413.30-52	REGISTRATION	640.00	
02/16/2012		007684	01	02/29/2012	110-2007-413.60-11	REGISTRATION	160.00	
						VENDOR TOTAL *	800.00	
0020303	00	IVANOVICH, DORA						
138		007206	01	02/29/2012	530-0000-341.50-03	OVERNIGHT PASS REFUND	31.04	
						VENDOR TOTAL *	31.04	
0000344	00	JC LICHT - NETWORK PLACE						
1203-9274129		007243	01	02/29/2012	110-7060-451.50-01	PAINT	42.99	
1203-9293684		007244	01	02/29/2012	530-0088-503.50-14	PAINT	56.61	
						VENDOR TOTAL *	99.60	
0000976	00	JIM'S TOWING,CK GRP-1						
97007		007256	01	02/29/2012	110-5030-421.60-27	TOWING SVC/CASE#12-003437	350.00	
						VENDOR TOTAL *	350.00	
0000976	00	JIM'S TOWING,CK GRP-2						
97159		007257	01	02/29/2012	110-5030-421.60-27	TOWING SVC/CASE#12-004010	350.00	
						VENDOR TOTAL *	350.00	
0000976	00	JIM'S TOWING,CK GRP-3						
97209		007630	01	02/29/2012	110-5030-421.60-27	TOWING SVC/CASE#12-005667	350.00	
						VENDOR TOTAL *	350.00	
0000976	00	JIM'S TOWING,CK GRP-4						
97188		007631	01	02/29/2012	110-5030-421.60-27	TOWING SVC/CASE#12-005547	350.00	



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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0018337	00	KINSER, BRYAN, ENTS, INC						
0212-0049	007623		01	02/29/2012	510-6057-502.50-08	CRANE RENTAL	1,440.00	
						VENDOR TOTAL *	1,440.00	
0016987	00	KMPARTS.COM, INC						
48489	007625		01	02/29/2012	510-6056-502.50-11	PUMP REPAIR	563.40	
						VENDOR TOTAL *	563.40	
0017528	00	L-3 COM MOBILE VISION INC						
0181731-IN	007663		01	02/29/2012	110-5030-421.60-75	ANTENNA	15.00	
						VENDOR TOTAL *	15.00	
0002524	00	LAW BULLETIN						
1519087	007255		01	02/29/2012	110-5030-421.30-98	COURT DOCKETS	225.00	
						VENDOR TOTAL *	225.00	
0013313	00	LEACH ENTERPRISES, INC						
932842	007141		01	02/29/2012	110-6047-512.50-16	FILTERS	36.80	
932609	007142		01	02/29/2012	110-6047-512.50-16	TRK/PARTS TRK#1	101.16	
933166	007287		01	02/29/2012	110-6047-512.50-16	FILTERS	13.60	
932907	007394		01	02/29/2012	110-6047-512.50-16	TRK/PARTS PW9	72.30	
933054	007395		01	02/29/2012	110-6047-512.50-16	TRK/PARTS PW38	155.80	
933049	007396		01	02/29/2012	110-6047-512.50-16	TRK/PARTS PW9	597.04	
932953	007397		01	02/29/2012	110-6047-512.50-16	TRK/PARTS TRK#2	858.01	
933050	007398		01	02/29/2012	110-6047-512.50-16	TRK/PARTS TRK#2	102.90	
932952	007399		01	02/29/2012	110-6047-512.50-16	TRK/PARTS TRK#2	324.31	
933158	007400		01	02/29/2012	110-6047-512.50-16	TRK/PARTS TRK#1	205.80	
933319	007534		01	02/29/2012	110-6047-512.50-16	FILTERS	141.03	
						VENDOR TOTAL *	2,608.75	
0020131	00	LEE AUTO ELMHURST						
492-55725	007143		01	02/29/2012	110-6047-512.50-16	AUTO PARTS/E-14	100.99	
492-56158	007144		01	02/29/2012	110-6047-512.50-16	HEADLAMP	11.68	
492-56258	007145		01	02/29/2012	110-6047-512.50-16	STOCK	16.80	
492-56377	007426		01	02/29/2012	110-6047-512.50-16	AUTO/PARTS E-2	192.47	
492-56568	007427		01	02/29/2012	110-6047-512.50-16	RETURNED MERCHANDISE	183.98	
492-56860	007428		01	02/29/2012	110-6047-512.50-16	TRK/PARTS PD-117/STOCK	13.36	
492-57022	007429		01	02/29/2012	110-6047-512.50-16	TRK/PARTS PD-17	119.58	
492-57120	007430		01	02/29/2012	110-6047-512.40-53	TOOLS	4.76	
492-57134	007431		01	02/29/2012	110-6047-512.50-16	SPARK PLUG	2.48	
						VENDOR TOTAL *	278.14	
0020301	00	LEMONT POLICE DEPARTMENT						
02/06/2012	007073		01	02/29/2012	110-5030-421.60-11	RANGE FEE	50.00	
						VENDOR TOTAL *	50.00	
0006622	00	LEN'S ACE HARDWARE						
186040/1	007171		01	02/29/2012	110-6047-512.50-16	CLIP TENSION	3.49	
						VENDOR TOTAL *	3.49	
0017643	00	LIGHT BULB DEPOT						

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0017643	00	LIGHT BULB DEPOT									
21228036		007248				01	02/29/2012	110-6044-435.40-26	LAMPS	352.80	
21237193		007542				01	02/29/2012	110-6044-435.40-26	LAMPS	344.88	
VENDOR TOTAL *										697.68	
0000509	00	LILJEBERG, GLEN R.									
02/01-02/16/12		007223				01	02/29/2012	110-0086-453.30-52	CATV PROF SVCS	810.75	
VENDOR TOTAL *										810.75	
0019604	00	LIVE VIEW GPS INC									
75040		007070				01	02/29/2012	110-5030-421.60-50	GPS TRACKER RENEWAL	982.20	
VENDOR TOTAL *										982.20	
0000352	00	MAGID GLOVE									
53622		007541				01	02/29/2012	510-6052-501.40-98	SUPPLIES	327.63	
VENDOR TOTAL *										327.63	
0001778	00	MAHONEY, TIM									
02/10/2012		007679				01	02/29/2012	110-4020-422.60-11	EXPENSE REIMBURSEMENT	50.00	
VENDOR TOTAL *										50.00	
0013025	00	MANDAT, STEVE									
01/22-02/10/12		007075				01	02/29/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	50.81	
01/22-02/10/12		007076				01	02/29/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	464.09	
VENDOR TOTAL *										514.90	
0010780	00	MASTERS, KEN									
02/01-02/16/12		007216				01	02/29/2012	110-0086-453.30-52	CATV PROF SVCS	264.00	
VENDOR TOTAL *										264.00	
0007176	00	MCCANN INDUSTRIES INC									
11028401		007432				01	02/29/2012	110-6041-432.80-07	BACKHOE REPLACEMENT/PW31	62,455.51	
11028400		007433				01	02/29/2012	510-6052-501.80-07	BACKHOE REPLACEMENT/PW94	71,768.01	
VENDOR TOTAL *										134,223.52	
0004929	00	MCDONALD'S #1460									
02/16/2012		007268				01	02/29/2012	110-5030-421.60-24	PRISONER MEALS	16.86	
VENDOR TOTAL *										16.86	
0002941	00	MCMASTER-CARR SUPPLY CO-A/P ADDRESS									
17735560		007450				01	02/29/2012	510-6057-502.40-31	SHOP SUPPLIES	62.55	
VENDOR TOTAL *										62.55	
0012940	00	MEDIA DISTRIBUTORS WAS THE TAPE CO									
MDSQINV00003705007191						01	02/29/2012	110-0086-453.40-66	DVCAM TAPES	334.50	
VENDOR TOTAL *										334.50	
0000366	00	MEL'S ACE HARDWARE									
418622/4		007284				01	02/29/2012	110-6044-435.40-98	DIELECTRIC GREASE/ANTI-	8.35	

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0000366	00	MEL'S ACE HARDWARE						
418578/4	007283		01	02/29/2012	110-7060-451.50-01	WINDOW REPAIR	24.28	
418632/4	007446		01	02/29/2012	510-6057-502.40-25	LAB SUPPLIES	29.20	
418624/4	007447		01	02/29/2012	510-6057-502.50-08	PRIMARY CLARIFIER REPAIRS	27.48	
VENDOR TOTAL *							89.31	
0017680	00	METRO NORTH INDUSTRIAL TIRE & SPPLY						
73271	007188		01	02/29/2012	110-6047-512.50-20	TIRE/PW13	58.95	
73307	007393		01	02/29/2012	110-6047-512.50-20	TIRES/PW13	58.95	
VENDOR TOTAL *							117.90	
0007364	00	METROPOLITAN LIFE INSURANCE CO						
00133	007504		01	02/29/2012	110-1001-411.20-05	DENTAL INS	350.03	
00133	007505		01	02/29/2012	110-2006-413.20-05	DENTAL INS	803.27	
00133	007506		01	02/29/2012	110-2007-413.20-05	DENTAL INS	189.21	
00133	007507		01	02/29/2012	110-2008-413.20-05	DENTAL INS	480.76	
00133	007508		01	02/29/2012	110-3015-414.20-05	DENTAL INS	187.49	
00133	007509		01	02/29/2012	110-4020-422.20-05	DENTAL INS	3,509.79	
00133	007510		01	02/29/2012	110-4025-424.20-05	DENTAL INS	815.31	
00133	007511		01	02/29/2012	110-5030-421.20-05	DENTAL INS	6,448.57	
00133	007512		01	02/29/2012	110-6040-431.20-05	DENTAL INS	1,719.20	
00133	007513		01	02/29/2012	110-7060-451.20-05	DENTAL INS	220.17	
00133	007514		01	02/29/2012	210-8070-452.20-05	DENTAL INS	1,302.09	
00133	007515		01	02/29/2012	510-6050-501.20-05	DENTAL INS	345.73	
00133	007516		01	02/29/2012	510-6055-502.20-05	DENTAL INS	173.73	
00133	007517		01	02/29/2012	530-0088-503.20-05	DENTAL INS	151.30	
VENDOR TOTAL *							16,696.65	
0009371	00	MICRO CENTER A/R						
2759494	007298		01	02/29/2012	110-2008-413.40-72	PRINTER/CAMERAS/BATTERIES	804.87	
VENDOR TOTAL *							804.87	
0017125	00	MIDWEST OPERATING ENGRS BENEFITS						
APRIL 2012	007501		01	02/29/2012	110-6040-431.20-04	HEALTH INS	47,700.00	
APRIL 2012	007503		01	02/29/2012	510-6050-501.20-04	HEALTH INS	20,900.00	
APRIL 2012	007502		01	02/29/2012	510-6055-502.20-04	HEALTH INS	16,300.00	
VENDOR TOTAL *							84,900.00	
0000857	00	MUNICIPAL CLERKS OF ILLINOIS						
03/29-03/30/12	007089		01	02/29/2012	110-1001-411.60-11	REGISTRATION	140.00	
VENDOR TOTAL *							140.00	
0011645	00	MUNICIPAL EMERGENCY SERVICES						
00291904_SNV	007099		01	02/29/2012	110-4020-422.40-62	UNIFORM SUPPLIES	26.75	
VENDOR TOTAL *							26.75	
0011644	00	NEPTUNE TECHNOLOGY GROUP INC						
N302983	007102		01	02/29/2012	510-6052-501.40-68	RADIO READ DEVICES	19,680.00	
VENDOR TOTAL *							19,680.00	
0005845	00	NICOR GAS						
VENDOR TOTAL *							19,680.00	

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INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0005845	00	NICOR GAS							
26-13-75-0650	2007132			01	02/29/2012	110-4020-422.30-29	MONTHLY GAS	96.77	
39-23-24-0000	0007135			01	02/29/2012	110-7060-451.30-29	MONTHLY GAS	266.86	
43-64-24-0000	6007131			01	02/29/2012	510-6056-502.30-29	MONTHLY GAS	210.19	
52-71-78-0000	8007133			01	02/29/2012	510-6056-502.30-29	MONTHLY GAS	127.51	
53-33-68-0000	7007134			01	02/29/2012	510-6057-502.30-29	MONTHLY GAS	4,155.56	
53-33-68-0000	7007136			01	02/29/2012	510-6057-502.30-29	MONTHLY GAS	5,397.84	
							VENDOR TOTAL *	10,254.73	
0004099	00	NORTH AMERICAN SALT CO							
70800118	007285			01	02/29/2012	250-6042-433.40-46	SALT	20,185.57	
							VENDOR TOTAL *	20,185.57	
0002011	00	NORTHWEST POLICE ACADEMY - PALATINE							
02/09/2012	007258			01	02/29/2012	110-5030-421.60-11	TRAINING CLASS	50.00	
							VENDOR TOTAL *	50.00	
0018147	00	NOVAPRO RISK SOLUTIONS, LP							
GM00040660	007293			01	02/29/2012	110-0082-416.60-28	CLAIM FEES	550.00	
GM00040660	007294			01	02/29/2012	110-0082-416.60-02	CLAIM FEES	1,200.00	
							VENDOR TOTAL *	1,750.00	
0002228	00	O'HERRON CO INC, RAY - LOMBARD							
0048894-IN	007072			01	02/29/2012	110-5030-421.50-17	RADIO CLIPS	71.85	
0049166-IN	007260			01	02/29/2012	110-5030-421.40-11	UNIFORM SUPPLIES	49.90	
0049167-IN	007261			01	02/29/2012	110-5030-421.40-11	UNIFORM SUPPLIES	79.90	
							VENDOR TOTAL *	201.65	
0008640	00	OFFICE DEPOT							
596946791001	007106			01	02/29/2012	110-1001-411.40-33	SUPPLIES	13.74	
596946791001	007105			01	02/29/2012	110-2006-413.40-33	SUPPLIES	71.33	
598237209001	007672			01	02/29/2012	110-2006-413.40-33	SUPPLIES	94.53	
							VENDOR TOTAL *	179.60	
0019461	00	OHLER, MARY							
02/09-02/23/12	007543			01	02/29/2012	110-2008-413.60-05	PETTY CASH REIMBURSEMENT	16.00	
02/09-02/23/12	007544			01	02/29/2012	110-3015-414.40-98	PETTY CASH REIMBURSEMENT	7.75	
02/09-02/23/12	007545			01	02/29/2012	110-3015-414.60-54	PETTY CASH REIMBURSEMENT	15.95	
02/09-02/23/12	007546			01	02/29/2012	510-6052-501.40-98	PETTY CASH REIMBURSEMENT	23.09	
02/09-02/23/12	007547			01	02/29/2012	530-0000-341.50-03	PETTY CASH REIMBURSEMENT	2.00	
							VENDOR TOTAL *	64.79	
0020309	00	PACCAGNINI, ROSE							
JAN-DEC 2011	007636			01	02/29/2012	110-0000-313.03-03	UTILITY TAX REBATE	9.81	
JAN-DEC 2011	007637			01	02/29/2012	110-0000-313.01-01	UTILITY TAX REBATE	4.89	
							VENDOR TOTAL *	14.70	
0008717	00	PAT KEAN'S FRIENDLY FORD							
170202	007194			01	02/29/2012	110-6047-512.50-16	FILTER/GASKET	48.69	

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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO	NO	NO						AMOUNT
0008717	00	PAT KEAN'S FRIENDLY FORD						
C47866		007391	01	02/29/2012	110-6047-512.50-02	TRK/PARTS PW66	224.74	
170223		007392	01	02/29/2012	110-6047-512.50-16	STOCK	23.07	
VENDOR TOTAL *							296.50	
0006389	00	PENSIONS & INVESTMENTS						
02/04/2012		007205	01	02/29/2012	110-2006-413.60-51	SUBSCRIPTION	299.00	
VENDOR TOTAL *							299.00	
0016966	00	PITNEY BOWES PURCHASE POWER						
800090900617327007605			01	02/29/2012	110-1001-411.30-49	POSTAGE METER REFILL	1,000.00	
800090900617327007606			01	02/29/2012	110-2006-413.30-49	POSTAGE METER REFILL	350.00	
800090900617327007607			01	02/29/2012	110-2007-413.30-49	POSTAGE METER REFILL	250.00	
800090900617327007608			01	02/29/2012	110-3015-414.30-49	POSTAGE METER REFILL	250.00	
800090900617327007609			01	02/29/2012	110-4020-422.30-49	POSTAGE METER REFILL	250.00	
800090900617327007610			01	02/29/2012	110-4025-424.30-49	POSTAGE METER REFILL	250.00	
800090900617327007611			01	02/29/2012	110-5030-421.30-49	POSTAGE METER REFILL	750.00	
800090900617327007612			01	02/29/2012	110-6040-431.30-49	POSTAGE METER REFILL	750.00	
800090900617327007613			01	02/29/2012	110-7060-451.30-49	POSTAGE METER REFILL	250.00	
800090900617327007614			01	02/29/2012	530-0088-503.30-49	POSTAGE METER REFILL	900.00	
VENDOR TOTAL *							5,000.00	
0016699	00	PLASTIC CARD SOLUTIONS, INC						
19099		007297	01	02/29/2012	110-2008-413.40-73	ID CARD RIBBONS	210.90	
VENDOR TOTAL *							210.90	
0000435	00	PORTABLE COMMUNICATIONS						
101200447		007390	01	02/29/2012	110-5030-421.50-17	RADIO REPAIR	45.00	
VENDOR TOTAL *							45.00	
0000437	00	PORTER PIPE & SUPPLY CO						
10587006-00		007451	01	02/29/2012	510-6052-501.50-18	CL2 INJECTOR REPAIR	222.17	
10583603-00		007452	01	02/29/2012	510-6052-501.50-18	CL2 ANALYZERS REPAIR	287.28	
VENDOR TOTAL *							509.45	
0013302	00	PRECISION CONTROL SYSTEMS OF						
18748		007245	01	02/29/2012	110-5030-421.30-98	MONTHLY MAINT FEE	273.00	
VENDOR TOTAL *							273.00	
0019921	00	PRECISION FORM, INC						
IN-008634		007291	01	02/29/2012	110-6044-435.40-98	BREAKAWAY BOLTS	284.00	
VENDOR TOTAL *							284.00	
0000444	00	PROSAFETY INC						
1/327511		007152	01	02/29/2012	510-6057-502.40-98	SUPPLIES	20.87	
VENDOR TOTAL *							20.87	
0018759	00	QUICK LANE TIRE & AUTO CENTER						
D47351		007195	01	02/29/2012	110-6047-512.50-16	TRK/PARTS PD-17	464.20	

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NO	NO	NO						AMOUNT
0018759	00	QUICK LANE TIRE & AUTO CENTER						
D47576	007196		01	02/29/2012	110-6047-512.50-02	TRK/PARTS PD-18	82.80	
D47195	007197		01	02/29/2012	110-6047-512.50-02	TRK/PARTS PD-17	1,197.80	
						VENDOR TOTAL *	1,744.80	
0010503	00	R A ADAMS ENTERPRISES, INC						
473085	007389		01	02/29/2012	110-6047-512.50-16	LIGHT BOX	55.00	
						VENDOR TOTAL *	55.00	
0010820	00	RADABAUGH, MARK						
02/01-02/16/12	007215		01	02/29/2012	110-0086-453.30-52	CATV PROF SVCS	252.00	
						VENDOR TOTAL *	252.00	
0010595	00	REAMER, JOSEPH/SALLY						
215 FAIRVIEW	007442		01	02/29/2012	510-6056-502.30-90	SEWER LINE REIMBURSEMENT	1,750.00	
						VENDOR TOTAL *	1,750.00	
0005687	00	ROESCH FORD						
16108	007161		01	02/29/2012	110-6047-512.50-16	TRK/PARTS PW87	65.00	
16260	007162		01	02/29/2012	110-6047-512.50-16	TRK/PARTS PD-8	25.33	
16259	007163		01	02/29/2012	110-6047-512.50-16	TRK/PARTS PD-8/STOCK	224.79	
16488	007380		01	02/29/2012	110-6047-512.50-20	TIRES/STOCK	156.68	
16270	007381		01	02/29/2012	110-6047-512.50-16	TRK/PARTS PD-19	199.06	
16512	007382		01	02/29/2012	110-6047-512.50-16	AUTO/PARTS E-14	12.00	
FOCS19825	007383		01	02/29/2012	110-6047-512.50-02	AUTO/PARTS E-2	372.73	
						VENDOR TOTAL *	1,055.59	
0006411	00	RUSSO'S POWER EQPT						
1218530	007441		01	02/29/2012	110-6042-433.50-16	TRK/PARTS PW153A	76.33	
1214139	007231		01	02/29/2012	110-6043-434.50-08	HANDSAW BLADES REPLACE	26.60	
						VENDOR TOTAL *	102.93	
0005653	00	RYDIN DECAL						
270259	007203		01	02/29/2012	110-6040-431.40-65	VEHICLES LICENSES DECALS	6,627.49	
270860	007204		01	02/29/2012	110-6040-431.40-65	PRICING ERROR/SHIPPING	129.74	
						VENDOR TOTAL *	6,497.75	
0009953	00	SCHWAN INCORPORATED						
28150	007453		01	02/29/2012	510-6056-502.50-11	PUMP REPAIR	18,900.00	
28227	007622		01	02/29/2012	510-6056-502.50-11	PUMP REPAIR	3,223.75	
						VENDOR TOTAL *	22,123.75	
0001673	00	SCHWEIK, GUY						
02/14-02/18/12	007368		01	02/29/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	24.17	
						VENDOR TOTAL *	24.17	
0010169	00	SEAWAY SUPPLY						
79682	007154		01	02/29/2012	110-6046-418.40-24	SUPPLIES	503.10	
79682-01	007537		01	02/29/2012	110-6046-418.40-24	SUPPLIES	55.90	

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0010169	00	SEAWAY SUPPLY									
									VENDOR TOTAL *	559.00	
0005195	00	SELECT METALS	37159	007624		01	02/29/2012	510-6057-502.50-08	PUMP REPAIR	3,150.00	
									VENDOR TOTAL *	3,150.00	
0015065	00	SENNETT, JODI	02/15/2012	007259		01	02/29/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	16.10	
									VENDOR TOTAL *	16.10	
0014453	00	SOLID IMPRESSIONS	30674	007522		01	02/29/2012	110-7060-451.30-52	PRINTING/SORTING SPRING	1,881.53	
									VENDOR TOTAL *	1,881.53	
0009765	00	SPERIAN PROTECTION INSTRUMENTATION	2831314	RI 007100		01	02/29/2012	110-4020-422.30-98	ANNUAL SVC FEE	575.00	
									VENDOR TOTAL *	575.00	
0000740	00	STANDARD EQPT CO	C71433	007384		01	02/29/2012	110-6042-433.50-16	TRK/PARTS PW25	661.27	
			C71435	007385		01	02/29/2012	110-6042-433.50-16	TRK/PARTS PW76	661.27	
			C71434	007387		01	02/29/2012	110-6042-433.50-16	SPARE BROOM	661.27	
			C71436	007388		01	02/29/2012	110-6042-433.50-16	SPARE BROOM	661.27	
									VENDOR TOTAL *	2,645.08	
0014481	00	STAPLES ADVANTAGE	002670	007304		01	02/29/2012	110-2008-413.40-73	INK CARTRIDGES	79.99	
									VENDOR TOTAL *	79.99	
0016159	00	STEFANS, MICHELLE	02/21/2012	007680		01	02/29/2012	110-4025-424.40-62	EXPENSE REIMBURSEMENT	34.99	
									VENDOR TOTAL *	34.99	
0008126	00	STERICYCLE INC	4003176347	007627		01	02/29/2012	110-5030-421.30-98	QUARTERLY SVC	336.63	
									VENDOR TOTAL *	336.63	
0017966	00	STORINO, RAMELLO & DURKIN	57426	007463		01	02/29/2012	110-0081-415.30-32	PROFESSIONAL SVCS	315.00	
			57426	007465		01	02/29/2012	110-0081-415.30-36	PROFESSIONAL SVCS	21,278.15	
			57468	007466		01	02/29/2012	110-0081-415.30-36	PROFESSIONAL SVCS	2,130.75	
			57424	007469		01	02/29/2012	110-0081-415.30-36	PROFESSIONAL SVCS	3,080.00	
			57469	007470		01	02/29/2012	110-0081-415.30-32	PROFESSIONAL SVCS	525.00	
			57358	007471		01	02/29/2012	110-0081-415.30-32	PROFESSIONAL SVCS	595.00	
			57316	007472		01	02/29/2012	110-0081-415.30-32	PROFESSIONAL SVCS	551.25	
			57317	007473		01	02/29/2012	110-0081-415.30-32	PROFESSIONAL SVCS	224.00	
			57281	007477		01	02/29/2012	110-0081-415.30-36	PROFESSIONAL SVCS	1,305.78	
			57476	007478		01	02/29/2012	110-0081-415.30-36	PROFESSIONAL SVCS	737.70	

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VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND- ISSUED AMOUNT
0017966	00	STORINO, RAMELLO & DURKIN									
57477		007479				01	02/29/2012	110-0081-415.30-32	PROFESSIONAL SVCS	819.00	
57318		007480				01	02/29/2012	110-0081-415.30-32	PROFESSIONAL SVCS	3,405.89	
57495		007481				01	02/29/2012	110-0081-415.30-36	PROFESSIONAL SVCS	1,096.05	
57426		007464				01	02/29/2012	110-1003-412.30-36	PROFESSIONAL SVCS	2,222.50	
57471		007474				01	02/29/2012	110-3015-414.30-52	PROFESSIONAL SVCS	787.50	
57472		007475				01	02/29/2012	110-3015-414.30-52	PROFESSIONAL SVCS	743.75	
57473		007476				01	02/29/2012	110-3015-414.30-52	PROFESSIONAL SVCS	743.75	
57427		007467				01	02/29/2012	310-0089-461.30-52	PROFESSIONAL SVCS	2,310.00	
57428		007468				01	02/29/2012	310-0089-461.30-52	PROFESSIONAL SVCS	3,823.75	
VENDOR TOTAL *										46,694.82	
0008228	00	SUBURBAN LABORATORIES INC									
15633		007449				01	02/29/2012	510-6051-501.30-33	LAB TESTING	297.00	
15877		007448				01	02/29/2012	510-6057-502.30-33	LAB TESTING	460.50	
VENDOR TOTAL *										757.50	
0002854	00	SUNRISE COMMUNICATIONS, INC									
2427		007192				01	02/29/2012	110-0086-453.30-52	DVD DUPLICATION	84.00	
2399		007665				01	02/29/2012	110-0086-453.30-52	MEETING/12/05/2011	470.00	
2422		007666				01	02/29/2012	110-0086-453.30-52	MEETING/1/3/12 & 1/17/12	590.00	
2423		007667				01	02/29/2012	110-0086-453.30-52	MEETING/02/06/2012	295.00	
2424		007668				01	02/29/2012	110-0086-453.30-52	MEETING/12/19/2011	295.00	
2429		007669				01	02/29/2012	110-0086-453.30-52	MEETING/02/21/2012	295.00	
VENDOR TOTAL *										2,029.00	
0000523	00	TERMINAL SUPPLY CO									
17255-00		007156				01	02/29/2012	110-6044-435.40-98	SUPPLIES	493.00	
VENDOR TOTAL *										493.00	
0007683	00	THE TROLLEY CAR & BUS CO									
05/20/2012		007519				01	02/29/2012	110-7060-451.60-65	TROLLEY CAR DEPOSIT	100.00	
VENDOR TOTAL *										100.00	
0008999	00	THIRD MILLENNIUM ASSOCS, INC									
14305		007080				01	02/29/2012	110-6040-431.40-65	ANNUAL SOFTWARE MAINT	995.00	
14310		007296				01	02/29/2012	110-6040-431.40-65	SERVER FEE/MARCH-MAY 2012	225.00	
VENDOR TOTAL *										1,220.00	
0002686	00	TRANSACT TECHNOLOGIES INC									
1141981		007445				01	02/29/2012	110-2006-413.40-33	RIBBON CASSETTES	156.90	
VENDOR TOTAL *										156.90	
0005044	00	TRANSYSTEMS CORP									
INV-0002222004		007103				01	02/29/2012	110-6041-432.80-15	PROF ENG SVCS	1,767.03	
VENDOR TOTAL *										1,767.03	
0000536	00	TREE TOWNS REPROGRAPHICS, INC									
0000171602		007311				01	02/29/2012	110-6040-431.40-33	DIGITAL BOND COPY	84.00	

PREPARED 02/27/2012, 10:42:24  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS  
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EXPENDITURE APPROVAL LIST  
 AS OF: 02/29/2012 CHECK DATE: 03/08/2012

BANK: 01

VEND NO	SEQ#	VENDOR NAME								EFT, EPAY OR HAND-ISSUED AMOUNT
INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION		CHECK AMOUNT		
0000536	00	TREE TOWNS REPROGRAPHICS, INC								
0000171278	007533		01	02/29/2012	110-6040-431.40-33	PLAN COPIES		111.00		
0000171603	007531		01	02/29/2012	110-7060-451.60-39	BOARD PRINT		34.75		
0000171944	007532		01	02/29/2012	510-6052-501.40-98	LAMINATION/HIGHLIGHTER		10.29		
						VENDOR TOTAL *		240.04		
0020305	00	TRICORE ENVIRONMENTAL, LLC								
3608	007170		01	02/29/2012	310-0089-461.30-52	PROFESSIONAL SVCS		374.10		
						VENDOR TOTAL *		374.10		
0020258	00	TWIST OFFICE PRODS								
3449341	007302		01	02/29/2012	110-2008-413.40-73	INK CARTRIDGES/TONERS		1,048.49		
3451021	007303		01	02/29/2012	110-2008-413.40-73	INK CARTRIDGES/TONERS		954.08		
						VENDOR TOTAL *		2,002.57		
0019534	00	UNIFIRST CORP								
081 0774743	007249		01	02/29/2012	110-6041-432.40-62	UNIFORM SUPPLIES		108.11		
081 0776683	007539		01	02/29/2012	110-6041-432.40-62	UNIFORM SUPPLIES		122.60		
081 0774743	007250		01	02/29/2012	510-6052-501.40-62	UNIFORM SUPPLIES		108.11		
081 0776683	007540		01	02/29/2012	510-6052-501.40-62	UNIFORM SUPPLIES		122.61		
						VENDOR TOTAL *		461.43		
0015470	00	UNIFORMITY INC								
IN203920	007098		01	02/29/2012	110-4020-422.60-98	UNIFORM SUPPLIES		10,080.00		
						VENDOR TOTAL *		10,080.00		
0007191	00	UNITED STATES POSTAL SERVICE-METER								
2012-13	007550		01	02/24/2012	110-6040-431.30-49	VEHICLE STICKER RENEWAL	CHECK #:	153046		8,540.00
						VENDOR TOTAL *		.00		8,540.00
0000550	00	URICK, EUGENIE								
02/01-02/16/12	007224		01	02/29/2012	110-0086-453.30-52	CATV PROF SVCS		1,056.25		
						VENDOR TOTAL *		1,056.25		
0014824	00	VARACELLO, VINCE								
02/01-02/16/12	007212		01	02/29/2012	110-0086-453.30-52	CATV PROF SVCS		110.00		
						VENDOR TOTAL *		110.00		
0014788	00	VERIZON WIRELESS								
2683281677	007557		01	02/29/2012	110-2007-413.30-75	MONTHLY MOBILE BILL		37.89		
2697553276	007583		01	02/29/2012	110-2007-413.30-75	MONTHLY MOBILE BILL		35.00		
2683281677	007558		01	02/29/2012	110-2008-413.30-75	MONTHLY MOBILE BILL		533.68		
2683281677	007559		01	02/29/2012	110-2008-413.30-98	MONTHLY MOBILE BILL		1,193.68		
2683281677	007562		01	02/29/2012	110-2008-413.50-25	MONTHLY MOBILE BILL		25.29		
2697553276	007584		01	02/29/2012	110-2008-413.30-75	MONTHLY MOBILE BILL		492.87		
2697553276	007585		01	02/29/2012	110-2008-413.30-98	MONTHLY MOBILE BILL		1,102.39		
2697553276	007588		01	02/29/2012	110-2008-413.50-25	MONTHLY MOBILE BILL		23.33		
2683281677	007561		01	02/29/2012	110-3015-414.30-75	MONTHLY MOBILE BILL		157.89		
2697553276	007587		01	02/29/2012	110-3015-414.30-75	MONTHLY MOBILE BILL		145.82		

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0014788	00	VERIZON WIRELESS						
2683281677	007555		01	02/29/2012	110-4020-422.30-75	MONTHLY MOBILE BILL	277.89	
2697553276	007581		01	02/29/2012	110-4020-422.30-75	MONTHLY MOBILE BILL	256.64	
2683281677	007556		01	02/29/2012	110-4022-423.30-75	MONTHLY MOBILE BILL	53.68	
2697553276	007582		01	02/29/2012	110-4022-423.30-75	MONTHLY MOBILE BILL	49.58	
2683281677	007560		01	02/29/2012	110-5030-421.30-75	MONTHLY MOBILE BILL	1,771.57	
2697553276	007586		01	02/29/2012	110-5030-421.30-75	MONTHLY MOBILE BILL	1,636.09	
2683281677	007552		01	02/29/2012	110-6040-431.30-75	MONTHLY MOBILE BILL	1,132.10	
2697553276	007578		01	02/29/2012	110-6040-431.30-75	MONTHLY MOBILE BILL	1,045.52	
2683281677	007553		01	02/29/2012	510-6050-501.30-75	MONTHLY MOBILE BILL	362.27	
2697553276	007579		01	02/29/2012	510-6050-501.30-75	MONTHLY MOBILE BILL	334.57	
2683281677	007554		01	02/29/2012	510-6055-502.30-75	MONTHLY MOBILE BILL	769.83	
2697553276	007580		01	02/29/2012	510-6055-502.30-75	MONTHLY MOBILE BILL	710.96	
						VENDOR TOTAL *	12,148.54	
0000560	00	VILLA PARK ELECTRICAL SUPPLY						
01786951	007288		01	02/29/2012	110-6044-435.40-06	WIRE	59.65	
01787306	007289		01	02/29/2012	530-0088-503.50-14	BALLAST REPLACEMENT	53.14	
						VENDOR TOTAL *	112.79	
0006095	00	VITAL SIGNS USA INC						
80319	007678		01	02/29/2012	110-4020-422.60-25	BANNER	410.62	
						VENDOR TOTAL *	410.62	
0015717	00	WENTWORTH TIRE-BENSENVILLE						
410954	007190		01	02/29/2012	110-6047-512.50-20	TIRES/E-16	701.20	
411357	007377		01	02/29/2012	110-6047-512.50-20	TIRE REPAIR	146.50	
411273	007378		01	02/29/2012	110-6047-512.50-20	TIRES/PW89	396.58	
411274	007379		01	02/29/2012	110-6047-512.50-20	TIRES/F-9	560.36	
						VENDOR TOTAL *	1,804.64	
0000573	00	WEST AUTOMOTIVE SERVICE INC						
46154	007189		01	02/29/2012	110-6047-512.50-02	ACCIDENT REPAIR/PW8	1,708.60	
						VENDOR TOTAL *	1,708.60	
0000576	00	WEST SUBURBAN OP, INC.						
127210	007633		01	02/29/2012	110-5030-421.40-33	TAPE DISPENSER/ACCOUNTING	7.78	
127168	007634		01	02/29/2012	110-5030-421.40-33	LABEL MAKER	40.48	
4312CM	007635		01	02/29/2012	110-5030-421.40-33	RETURNED MERCHANDISE	27.99-	
127033	007150		01	02/29/2012	110-6040-431.40-33	SUPPLIES	51.46	
127093	007524		01	02/29/2012	110-7060-451.40-33	LABELS/INK ROLLERS	12.28	
127033	007151		01	02/29/2012	510-6050-501.40-33	SUPPLIES	51.47	
127196	007527		01	02/29/2012	510-6052-501.40-98	PHOTO FRAME	17.99	
127313	007525		01	02/29/2012	510-6056-502.40-98	BINDERS	15.90	
127314	007526		01	02/29/2012	510-6056-502.40-98	EXPANDING FILE	15.77	
127325	007528		01	02/29/2012	510-6056-502.40-98	BINDERS	15.22	
						VENDOR TOTAL *	200.36	
0015020	00	WHITE KNIGHT DETAIL						

PREPARED 02/27/2012, 10:42:24  
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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO	NO	NO						AMOUNT
0015020 3956	00	WHITE KNIGHT		02/29/2012	110-6047-512.50-02	DETAILING SVCS/E-2	90.00	
		007376	01					
						VENDOR TOTAL *	90.00	
0002838 000191298	00	WHOLESALE DIRECT		02/29/2012	110-6047-512.50-16	PARTS/SUPPLIES	205.83	
		007615	01					
						VENDOR TOTAL *	205.83	
0005753 02/07-02/09/12 02/07-02/09/12	00	WIEHE, MICHAEL		02/29/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	23.31	
		007369	01		110-5030-421.60-11	EXPENSE REIMBURSEMENT	27.05	
		007370	01					
						VENDOR TOTAL *	50.36	
0010931 460179-1	00	WORLD FUEL SERVICES		02/29/2012	110-6047-512.40-19	GASOLINE	22,437.09	
		007193	01					
						VENDOR TOTAL *	22,437.09	
0000582 1276625-1	00	ZENGER'S INDUSTRIAL SUPPLY		02/29/2012	110-6042-433.50-16	TRK/PARTS PW75	31.50	
		007375	01					
						VENDOR TOTAL *	31.50	
0000583 30477859	00	ZEP SALES & SERVICE		02/29/2012	110-6046-418.40-24	SUPPLIES	189.83	
		007140	01					
						VENDOR TOTAL *	189.83	
0006753 TP28856 TP28827 TP28829 TP28830 TP28828	00	3M		02/29/2012	110-6041-432.40-52	SIGNS	264.00	
		007434	01		110-6041-432.40-52	SIGNS	279.34	
		007435	01		110-6041-432.40-52	SIGNS	270.00	
		007436	01		110-6041-432.40-52	SIGNS	733.50	
		007437	01		110-6041-432.40-52	SIGN SHEETING	1,275.00	
		007438	01					
						VENDOR TOTAL *	2,821.84	
0009183 19390 19390	00	303 TAXI		02/29/2012	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	4,293.10	
		007373	01		110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	128.00	
		007374	01					
						VENDOR TOTAL *	4,421.10	
						HAND ISSUED TOTAL ***		14,322.39
						TOTAL EXPENDITURES ****	1,154,075.72	14,322.39
						*****		1,168,398.11
					GRAND TOTAL			

February 29, 2012

TO: Mayor DiCianni and Members of the City Council  
RE: Bid Results, WWTP Paving Project 12-13

In response to an invitation to bid for Waste Water Treatment Plant Paving Project 12-13, the City of Elmhurst advertised in the Elmhurst Independent on Thursday, February 9, 2012. Bids were received from eight contractors. All bid packages were complete.

Bids were opened at 10:00 a.m. on Tuesday, February 28, 2012 by the City Clerk. The following is a summary of the bids received:

<u>Contractor</u>	<u>Bid Amount</u>
Abbey Paving Co. Inc. Aurora, IL	\$ 316,620.30
Arrow Road Construction Mount Prospect, IL	\$ 281,972.25
Chicagoland Paving Contractors Lake Zurich, IL	\$ 236,756.25*
Johnson Paving Arlington Heights, IL	\$ 298,287.00
Matthew Paving Palos Hills, IL	\$ 405,489.50
Maneval Construction Inc. Grayslake, IL	\$ 315,535.45
R.W. Dunteman Co. Addison, IL	\$ 364,657.36
Schroeder Asphalt Services, Inc. Elmhurst, IL	\$ 369,719.50

\* Chicagoland Paving Contractors has asked to rescind their bid.

Respectfully submitted,



Patty Spencer  
City Clerk



# 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  
JAMES A. GRABOWSKI  
CITY MANAGER

March 1, 2012

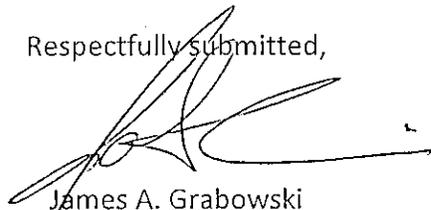
To: Mayor DiCianni and Members of the City Council

Re: Liquor License Request – Edelweiss Market

Attached please find a request from a new business, Edelweiss Market, wherein they advise of their intent to follow proper City of Elmhurst process for approval of a City liquor license for 555 S. York St.

Therefore, it is respectfully requested that the City Council authorize the Public Affairs and Safety Committee to consider increasing the Elmhurst Municipal Code authorized number of liquor licenses in the category of WBBS which would, if approved, allow Edelweiss Market, 555 S. York St., to be considered for a liquor license.

Respectfully submitted,



James A. Grabowski  
City Manager

Copies To All  
Elected Officials  
03/01/2012

March 1, 2012

City of Elmhurst  
209 N. York Street  
Elmhurst, IL 60126

Re: Liquor License

To Whom it May Concern:

Please accept my application for a WBBS liquor License. I am applying for a WBBS license which will allow my business, York Market dba Edelweiss Market to sell packaged wine and beer as well as serve alcohol on store premises. My former liquor license which I held from 2009 through 2011 expired. This license was held during the time that York Market dba Good Earth Market was open and operating its business.

Thank you for your consideration.

Regan C. Cronin

Principal  
York Market  
555 S. York St.  
Elmhurst, IL 60126  
630.279.5550

## Edeweiss Market

Edelweiss Market will be opening at 555 South York Street in Elmhurst. The market will be operating in the former Good Earth Market space, in a reduced floor plan. The existing building will be divided into two spaces, allowing an additional tenant to occupy its south side. This division is shown on the attached floor plan.

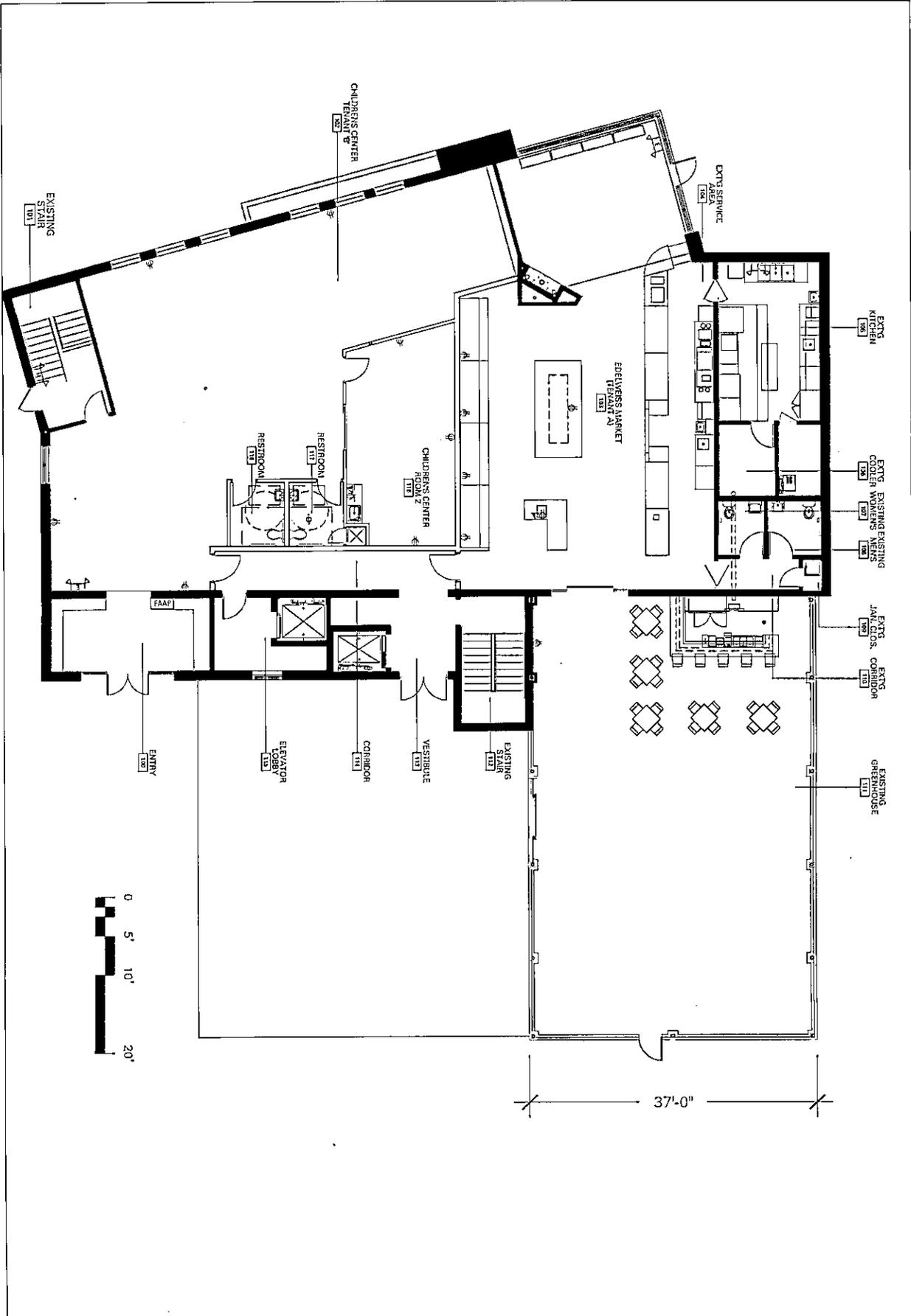
Much like its predecessor Edelweiss Market will be selling fine wines and ales, bakery goods, gourmet deli meats and cheeses, fresh cut meats from the butcher, specialty grocery items, and prepared foods, but all with the influences of a European Market.

Edelweiss Market is seeking a WBBS liquor license which will allow it to sell packaged wines and beer as well as serve alcohol on premises within the guidelines defined by the municipal code.

The packaged wines and beer will be displayed in the corner portion of the store which is situated on the southeast corner of York and Vallette streets in the southern business district of Elmhurst. (This portion of the store is the former seating area for Good Earth Market customers) The wine will be displayed in custom built wood shelving. The seating area for patrons is being moved to the greenhouse space adjacent to the market. We will be furnishing a small bar in this space as well. This is also defined in the attached layout. That space is designed as a Bier Garten as it will be adjacent to the area where our plants for retail sale will be housed. This will give patrons the ability to sit and enjoy the atmosphere of the beautiful greenhouse space.

The entrance to Edelweiss Market will be at two existing entrances, one at the corner of York and Vallette streets and one through the greenhouse double doors. Business hours will comply with the guidelines of the business district.

Edelweiss Market and its owner and operators look forward to opening as soon as possible.



# EDLWEISS MARKET

555 S. YORK  
ELMHURST, IL

HABIG ARCHITECTURE  
1111 SOUTH WASHINGTON STREET  
NILES, ILLINOIS 60067  
708.771.2200



SK-022812-01

DATE	DESCRIPTION
7/20/11	7/20/11
8/22/11	8/22/11
1/18/12	1/18/12
1/18/12	1/18/12

351 FLOOR



# CITY OF ELMHURST

209 NORTH YORK STREET  
ELMHURST, ILLINOIS 60126-2759

(630) 530-3000  
www.elmhurst.org

PETER "PETE" DICIANNI  
MAYOR  
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JAMES A. GRABOWSKI  
CITY MANAGER

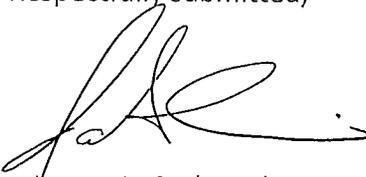
March 1, 2012

To: Mayor DiCianni and Members of the City Council

Re: Northeast Elmhurst Subdivision Street Reconstruction Plan – Alderman Bram

It is respectfully requested that the attached request from Alderman Bram regarding the evaluation and creation of a northeast Elmhurst Subdivision Street Reconstruction Plan be referred to the Public Works & Buildings Committee for review and recommendation back to the City Council.

Respectfully submitted,



James A. Grabowski  
City Manager

Copies To All  
Elected Officials

03/01/2012

TO: Mayor DiCianni and Members of the Elmhurst City Council

FROM: Michael Bram, Alderman Ward 3

DATE: March 1, 2012

RE: Northeast Elmhurst Subdivision (Crestview subdivision) Street Reconstruction

I would like to refer the evaluation and creation of a northeast Elmhurst Subdivision Street Reconstruction Plan to the Public Works and Buildings committee.

The street construction of the northeast section of Elmhurst (surrounded by York, County Line Road, 290 and North End) is mainly concrete streets. There are a total of 40 miles of concrete streets in the City of Elmhurst. The majority of the residential concrete streets are in the northeast section of Elmhurst. Shortly after this area was incorporated into Elmhurst proper, the current concrete streets and street lights were installed throughout the subdivision. The age of the current concrete streets in this area are now over forty (40) years old.

The City of Elmhurst staff has stated in the past that the lifespan of a typical concrete street could be from thirty (30) to forty (40) years. The various references have also stated the lifespan of a concrete street anywhere from 25 to 40 years. Due to the fact that the concrete streets in this area have currently surpassed the typical concrete street lifespan it is essential to create and commence execution of the plan to reconstruct the streets in this subdivision within the current five year Capital Expenditure Budget plan.

A pavement evaluation summary was completed in January 2005. At this time there were five (5) "subject streets" that were evaluated in greater detail than the 14 other "remaining streets". The data on the "subject streets" vary but there have been documented pitting, spalling and potholes at the time of this study over seven (7) years ago. It has also been documented that some of the joints were in marginal condition. The "remaining streets" showed an overall worse condition in all aspects of the evaluation. There were more "marginal" and "poor" areas including the condition around utility structures. Since this area has monolithic streets, the deterioration of the curb and gutter will be at the same rate as the streets.

Therefore, the recommendation is to create and commence execution of the plan to reconstruct the streets in this subdivision within the current five year Capital Expenditure Budget plan.

Respectfully submitted,



Michael Bram – Ward 3 Alderman



# CITY OF ELMHURST

209 NORTH YORK STREET  
ELMHURST, ILLINOIS 60126-2759

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PETER "PETE" DICIANNI  
MAYOR  
PATTY SPENCER  
CITY CLERK  
DAVID DYER  
CITY TREASURER  
JAMES A. GRABOWSKI  
CITY MANAGER

March 1, 2012

To: Mayor DiCianni and Members of the City Council

Re: City Vehicle Allocation and Take Home Vehicle Policy – Aldermen Bram, Pezza & Gutenkauf

It is respectfully requested that the attached request from Aldermen Bram, Pezza & Gutenkauf regarding the review of need/role of all City vehicles, staff positions that are allocated take home vehicles, and creation of a take home vehicle policy be referred to the Finance, Council Affairs & Administrative Services Committee for review and recommendation back to the City Council.

Respectfully submitted,



James A. Grabowski  
City Manager

Copies To All  
Elected Officials  
03/01/2012

TO: Mayor DiCianni and Members of the Elmhurst City Council

FROM: Paula Pezza - Alderman Ward 1, Diane Gutenkauf - Alderman Ward 1, & Michael Bram  
- Alderman Ward 3

DATE: March 1, 2012

RE: City Vehicle and Take Home Vehicle Review

We would like to request a review of the need/role of all of the city vehicles, the staff positions that are allocated a take home vehicle and the creation/review of a take home vehicle policy to the appropriate committees.

Every year during the budget cycle a vehicle replacement schedule is distributed for review as part of the overall budget (please see attached information). The cost of replacing city vehicles for any given fiscal year could total anywhere from \$400,000 to over \$3,200,000. The cost of the vehicles is only the beginning of the total costs to the city (liability, insurance, storage, fuel, maintenance, etc).

The need to continuously review the city vehicle fleet is an important component to ensuring our fiscal responsibilities to the Elmhurst residents. The first part of this request is to review the need/role of each of the city vehicles in the city of Elmhurst fleet to determine if this is still needed going forward. This review would potentially decrease the size of the overall inventory of the Elmhurst fleet therefore reducing costs.

Also, in the past there have been various issues (i.e., liability, off-hour vehicle use, etc) that have arisen with vehicles being allocated to a specific role/position as a take home vehicle. This request is to also review the list of vehicles that are currently allocated to any particular staff position or role as a take home vehicle to determine if there is still appropriate justification (please see attached information).

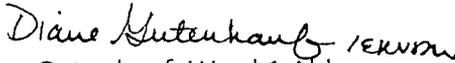
Finally, a policy should be created to allow for valid justification of any staff position to utilize a take home vehicle. It should also clearly state the appropriate uses of a city vehicle to further decrease any possible liabilities in the future.

We therefore recommend that there is a review to determine the need/role of each of the city vehicles, review current staff positions or roles allocated city take home vehicle and the creation/review of a city take home vehicle policy.

Respectfully submitted,

  
Michael Bram, Ward 3 Alderman

  
Paula Pezza, Ward 1 Alderman

  
Diane Gutenkauf, Ward 1 Alderman

PUBLIC WORKS DEPARTMENT  
VEHICLE REPLACEMENT SCHEDULE

10/28/11

VEHICLE NO.	DESCRIPTION	YEAR	BUDGET YEAR (FISCAL YEAR)										CODE		
			12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22			
PW 1	MECHANIC SERVICE VEHICLE	2007	Replace in 2027												110-6047-512-8006
PW 2	F250 4X2 SERVICE BODY	2001		42,000											510-6057-502-8006
PW 3	LOADER/BACKHOE	2005										105,000			510-6052-501-8007
PW 4	F450 PLATFORM TRUCK	2003				58,000									110-6041-432-8006
PW 5	F250 4X2 SERVICE BODY	1999													510-6052-502-8006
PW 6	STERLING DUMP TRUCK	2001				150,000									110-6041-432-8006
PW 7	AERIAL BUCKET TRUCK	1999			150,000										110-6043-434-8006
PW 8	F450 4X DUMP TRUCK	2008										73,000			110-6044-435-8006
PW 9	STERLING DUMP TRUCK	2004						150,000							110-6041-432-8006
PW 10	RESERVED														110-6044-435-8007
PW 11	RESERVED														110-6041-432-8007
PW 12	F350 DUMP TRUCK	2000			73,000										110-6043-434-8006
PW 13	TRACTOR W/BUCKET	2005										70,000			510-6057-502-8007
PW 14	AERIAL BUCKET TRUCK	2002							150,000						110-6043-434-8006
PW 15	F650 DUMP TRUCK	2005							100,000						110-6041-432-8006
PW 16	RESERVED														110-6043-434-8006
PW 17	F350 SERVICE BODY TRUCK CRANE	2005								73,000					510-6057-502-8006
PW 18	STANDBY GEN.	2000													110-6041-432-8007
PW18T	UTILITY TRAILER	2009	Replace in 2029												110-6041-432-8007
PW 19	6 WHEEL DUMP TRUCK	2009	Replace in 2021												510-6052-501-8006
PW 20	F150 PICK-UP	2000	28,000												110-6043-434-8006
PW 21	SKID STEER/LOADER	2009	Replace in 2021												110-6043-434-8007
PW21T	UTILITY TRAILER	2008	Replace in 2026												110-6043-434-8007
PW 22	LOADER/BACKHOE	2001						85,000							510-6052-501-8007
PW 23	STRINGTRIMMER	1997													110-6043-434-8007
PW 24	1 1/2 TON CREWCABVAN	2003				60,000									510-6052-501-8006
PW 25	TRACKLESS W/BROOM	2000				75,000									110-6042-433-8007
PW 26	F450 DUMP TRUCK	2008										100,000			110-6043-434-8006
PW 27	F250 4X PICK-UP	2007							42,000						510-6057-501-8006
PW 28	F750 MUNI DUMP TRUCK	2008										150,000			110-6041-432-8006
PW 29	F750 MUNI DUMP TRUCK	2008										150,000			110-6041-432-8006
PW 30	STRINGTRIMMER	1997													110-6041-432-8007
PW 31	LOADER/BACKHOE	2012													110-6041-432-8007
PW 32	CRANE PLATFORM TRUCK	2001						170,000							110-6044-435-8006
PW 33	F750 MUNI DUMP TRUCK	2008										150,000			110-6043-434-8006
PW 34	F750 MUNI DUMP TRUCK	2001		150,000											110-6041-432-8006
PW 35	TRAILER MOUNTED JETTER	2012	70,000												510-6056-502-8007

PUBLIC WORKS DEPARTMENT  
VEHICLE REPLACEMENT SCHEDULE

10/28/11

VEHICLE NO.	DESCRIPTION	YEAR	BUDGET YEAR (FISCAL YEAR)										CODE	
			12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22		
PW 36	E250 CARGO VAN	2007									25,000			510-6052-501-8006
PW 37	CHIPPER	2006								60,000				110-6043-434-8007
PW 38	STERLING DUMP TRUCK	2001		150,000										110-6041-432-8006
PW 39	F450 DUMP TRUCK	2004						73,000						110-6043-434-8006
PW 40	F250 SERVICE BODY	2006								42,000				510-6052-501-8006
PW 41	SKID STEER/LOADER	2004									50,000			510-6056-502-8007
PW41T	UTILITY TRAILER	2004									18,500			510-6056-502-8007
PW42T	UTILITY TRAILER	1998	No Replacement Planned											510-6056-502-8007
PW 43	FLOOR SCRUBBER	1998	No Replacement Planned											510-6056-502-8007
PW 44	F450 4X DUMP TRUCK	2005							73,000					110-6041-432-8006
PW 45	RESERVED													110-6043-434-8007
PW 46	WALK BEHIND SNOW BLOWER	1991												110-6042-433-8007
PW 47	SMALL PICK UP	2001		25,000										110-6046-418-8098
PW 48	SMALL ROLLER	2006	Replace in 2026											110-6041-432-8007
PW48T	UTILITY TRAILER	2006	Replace in 2026											110-6041-432-8007
PW 49	F450 4X DUMP TRUCK	2008										73,000		110-6044-435-8006
PW 50	AERIAL BUCKET TRUCK	1998		150,000										110-6043-434-8006
PW 51	6 WHEEL DUMP TRUCK	2002			165,000									110-6041-432-8006
PW 52	STERLING DUMP TRUCK	2001		150,000										110-6041-432-8006
PW 53	FLUSHER TRUCK	1999			175,000									510-6056-502-8007
PW 54	F250 SERVICE BODY	2000	42,000											510-6056-502-8006
PW 55	HEDGE SHEARS	1997												110-6041-432-8007
PW 56T	WATER PUMP TRAILER	2008	No Replacement Planned											110-6041-432-8007
PW 57	SEALCOAT SPRAYER	2000	No Replacement Planned											110-6041-432-8007
PW 58	F350 4X PICK-UP	2005						45,000						110-6041-432-8006
PW 59	SIDEWALK VAC	1998												
PW 60	TRACTOR W/BUCKET	1996											75,000	110-6043-434-8007
PW 61	1 1/2 TON CREWCABVAN	2003				60,000								510-6052-501-8006
PW 62	ROTARY TILLER	1996												110-6043-434-8007
PW 63	TRACTOR (WITH MOWER)	1994	No Replacement Planned											110-6043-434-8007
PW 64	STERLING DUMP TRUCK	2004						125,000						110-6041-432-8006
PW 65	F250 4X PICKUP TRUCK	2007							42,000					110-6043-434-8006
PW 66	F250 4X PICKUP TRUCK	2007							42,000					110-6046-418-8006
PW 67	BRICK SCRUBBER	1999	No Replacement Planned											
PW 68	RESERVED													110-6041-432-8007
PW 69	ASPHALT HOT BOX	2000											25,000	110-6041-432-8007
PW 70	F350 2X DUMP TRUCK	1999			73,000									110-6043-434-8006

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VEHICLE NO.	DESCRIPTION	YEAR	BUDGET YEAR (FISCAL YEAR)										CODE	
			12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22		
PW 71	F350 4X DUMP TRUCK	2001			73,000									110-6043-434-8006
PW 72	E250 CARGO VAN	2007								25,000				110-6046-418-8006
PW 73	F250 4X PICKUP TRUCK	2007						42,000						110-6044-435-8006
PW 74	ENDLOADER	1995				120,000								110-6041-432-8007
PW 75	SNO-GO SNOW BLOWER	2006	No Replacement Planned											110-6042-432-8007
PW 76	TRACKLESS W/ATTACHMENT	2003								75,000				110-6041-432-8007
PW 77	F350 4X DUMP TRUCK	2001	73,000											110-6041-432-8006
PW 78	F250 4X PICK-UP	2004			42,000									110-6041-432-8006
PW 79	F250 SERVICE BODY	1999												510-6056-502-8006
PW 80	TREE STUMPER	2003		30,000										110-6043-434-8007
PW 81	F650 DUMP/CHIPPER BOX	2002			100,000									110-6043-434-8006
PW 82	CHIPPER	2008									60,000			110-6043-434-8007
PW 83	F250 4X PICK-UP	2007				42,000								110-6041-432-8006
PW 84	F150 PICK-UP	2000	28,000											110-6043-434-8006
PW 85	MOBILE BORING MACHINE	1995				80,000								110-6044-435-8007
PW85T	UTILITY TRAILER BORING MACHINE	1995				25,000								110-6044-435-8007
PW85AT	CONDUIT REEL TRAILER	1995	No Replacement Planned											110-6044-435-8007
PW 86	F250 4X PICK-UP	2005				42,000								510-6052-501-8006
PW 87	F350 TRUCK 4x DUMP	2005						73,000						110-6041-432-8006
PW 88	TRUCK W/LOG LOADER	2010	Replace in 2025											110-6043-434-8006
PW 89	SIX WHEEL DUMP	2008									165,000			510-6052-501-8006
PW 90	AERIAL BUCKET TRUCK	2002						150,000						110-6043-434-8006
PW 91	STREET SWEEPER	1996												110-6041-432-8007
PW 92	CHIPPER	2001		65,000										110-6043-434-8007
PW 93	CONCRETE SAW (LARGE)	1996												110-6041-432-8007
PW 94	ENDLOADER/BACKHOE	2012												510-6052-501-8007
PW 95	F150 PICK-UP	2000	28,000											510-6052-501-8006
PW 96	F350 4X DUMP TRUCK	2005						73,000						110-6043-434-8006
PW 97	AERIAL BUCKET TRUCK	1998		175,000										110-6044-435-8006
PW 98	TELESPECTION UNIT	2007										170,000		510-6056-502-8006
PW 99	SNOW BROOM	1999												
PW 100	HOT BOX	2010	Replace in 2022											110-6041-432-8007
PW 101	VACUMN TRAILER	2009	Replace in 2024											510-6056-502-8006
PW 102	MBARK 2400 CHIPPER	2005						60,000						110-6043-434-8007
PW 104	PRESSURE WASHER	1999												110-6047-512-8007
PW 105	F250 4X PICK-UP	2002			42,000									110-6044-435-8006
PW 106	VACUMN TRUCK CATCH BASIN	2009												110-6041-432-8006

PUBLIC WORKS DEPARTMENT  
VEHICLE REPLACEMENT SCHEDULE

10/28/11

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			12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22				
PW 107	AIR COMPRESSOR	2007														510-6052-501-8007
PW 108	F450 4X DUMP TRUCK	2000			73,000											110-6043-434-8006
PW 109	RESERVED															110-6041-432-8007
PW 110	STREET SWEEPER	1997						180,000								110-6041-432-8007
PW 111	F250 4 X PICK-UP	2005				42,000										110-6041-432-8006
PW 112	F450 4X DUMP TRUCK	2005							73,000							110-6041-432-8006
PW 113	F450 4X DUMP TRUCK	2005							73,000							110-6041-432-8006
PW 114	TAMPER	1995														110-6043-434-8006
PW 115	STERLING DUMP TRUCK	2009												130,000		510-6057-502-8006
PW 116	6 WHEEL DUMP TRUCK	2002			165,000											510-6052-501-8006
PW 117	F450 AERIAL PLATFORM TRUCK	2001		90,000												110-6044-435-8006
PW 118	SKID STEER/LOADER	2000				45,000										110-6044-435-8007
PW 118T	MACHINE TRAILER SKID STEER	2000														110-6044-435-8007
PW 119	F450 4x DUMP TRUCK	2005							73,000							110-6043-434-8006
PW 120	BLOWER	1987														110-6044-435-8007
PW 121	F250 4X PICK-UP	2009									42,000					510-6056-502-8006
PW 122	MOWER	1995														510-6057-502-8007
PW 123	RESERVED															510-6056-502-8007
PW 124	UTILITY TRAILER	1979														510-6052-501-8007
PW 125	PRESSURE WASHING TRAILER	1980														110-6043-434-8007
PW 126T	ENCLOSED SHORING TRAILER	2007														110-6044-435-8007
PW 127	LEAF LOADER	2000														110-6043-434-8098
PW 128	CONCRETE SAW	2006														110-6041-432-8007
PW128T	CONCRETE SAW TRAILER	2006														110-6041-432-8007
PW 129	FORK LIFT TRUCK	1995	40,000													110-6047-512-8007
PW 130	TAMPER	1999														110-6041-432-8007
PW 131	TAMPER	1995														510-6052-501-8007
PW 132	TAMPER	1980														110-6041-432-8007
PW 133	RESERVED															110-6041-432-8007
PW 134	MOWER	1995														510-6057-502-8007
PW 135	RESERVED															
PW135T	UTILITY TILT DUMP TRAILER	2009														110-6041-432-8007
PW 136	F450 CREWCAB VAN	2007									60,000					510-6056-502-8006
PW 137	PRESSURE WASHER AND TRAILER	2002														
PW 138	3" PUMP	1987														510-6056-502-8007
PW 139	AIR COMPRESSOR	1988	No Replacement Planned													110-6041-432-8007
PW 140	POWER UNIT GENERATOR	1980	No Replacement Planned													510-6057-502-8007

PUBLIC WORKS DEPARTMENT  
VEHICLE REPLACEMENT SCHEDULE

10/28/11

VEHICLE NO.	DESCRIPTION	YEAR	BUDGET YEAR (FISCAL YEAR)										CODE		
			12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22			
PW 141	SKID STEER/LOADER	2002						45,000							110-6043-434-8007
PW 142	TAMPER	1989													110-6041-432-8007
PW 143	HYDRO SEEDER	2006	No Replacement Planned										110-6043-434-8007		
PW 144	RESERVED														
PW 145	RESERVED														110-6041-432-8007
PW 146	POWER UNIT GENERATOR	1989													510-6057-502-8007
PW 147T	UTILITY TILT DUMP TRAILER	2009													110-6041-432-8007
PW 148	RESERVED														110-6043-434-8007
PW 148T	ENCLOSED TRAILER	2001	10,000												110-6043-434-8007
PW 149	ASPHALT ROLLER	2004			30,000										110-6041-432-8007
PW 149T	UTILITY TRAILER	2009													110-6041-432-8007
PW 150	RESERVED														110-6041-432-8007
PW 151	TAMPER	1990													110-6041-432-8007
PW 152	SMALL DECK SWEEPER	1991					60,000								530-0088-503-8007
PW152T	MACHINE TRAILER	2009													110-6046-418-8007
PW 153	WALK BEHIND SNOW BLOWER	1991													110-6042-433-8007
PW 154	SWEEPSTER BROOM	1990													110-6043-434-8007
PW155	SHORING TRAILER	1990													510-6052-501-8007
PW156	RESERVED														110-6043-434-8007
PW157	PRESSURE WASHER	1996													110-6046-418-8007
PW158	RESERVED														
PW159	RESERVED														110-6041-432-8007
PW160	RESERVED														
PW161	RESERVED														110-6044-435-8007
PW162	BACKPACKBLOWER	1991													110-6043-434-8007
PW163	RESERVED														
PW164	E250 CARGO VAN	2006								28,000					110-6046-418-8006
PW165	LINE STRIPER	1986													110-6041-432-8007
PW166	END LOADER	1994			120,000										110-6041-432-8007
PW167	ARROW BOARD	2005													510-6052-501-8007
PW168	RESERVED														110-6043-434-8007
PW169	SNOW BLOWER/SNOGO	1995									150,000				110-6041-432-8007
PW170	VACUMN TRUCK W/JETTER	2011													510-6056-502-8006
PW172	ASPHALT EQUIPMENT	1994													110-6041-432-8007
PW173	RESERVED														510-6052-501-8007
PW174	ARROW BOARD TRAILER	1995													110-6043-434-8007
PW175	BLOWER	2005													110-6042-433-8007

PUBLIC WORKS DEPARTMENT  
VEHICLE REPLACEMENT SCHEDULE

10/28/11

VEHICLE NO.	DESCRIPTION	YEAR	BUDGET YEAR (FISCAL YEAR)										CODE	
			12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22		
PW176	ASPHALT CRACK SEALER TRAILER	1994												110-6041-432-8007
PW177	SOD CUTTER	1996												110-6043-434-8007
PW178	RESERVED													110-6043-434-8007
PW179	SMALL GENERATOR	1995												510-6052-501-8007
PW180	SMALL GENERATOR	1995												510-6052-501-8007
PW181	STRINGTRIMMER	1997												110-6046-418-8006
PW182	STRINGTRIMMER	1995												110-6046-418-8006
PW183	SNOW BLOWER	1994												110-6046-418-8006
PW184	STRINGTRIMMER	1994												110-6046-418-8006
PW185	RESERVED													110-6046-418-8006
PW186	SNOW BLOWER	1992												110-6046-418-8006
PW187	WALK MOWER	1989												110-6046-418-8006
PW188	ROTARY TILLER	1992												110-6046-418-8006
PW190	RESERVED													110-6046-418-8006
PW191	SNOW BLOWER	1981												110-6046-418-8006
PW192	ENCLOSED SHORING TRAILER	2007												110-6043-434-8007

PUBLIC WORKS-GENERAL
PUBLIC WORKS-MUF
PUBLIC WORKS-PARKING
TOTAL PUBLIC WORKS

179,000	985,000	941,000	637,000	698,000	1,114,000	163,000	25,000	906,000	100,000
140,000	42,000	340,000	162,000	85,000	115,000	42,000	195,500	340,000	300,000
-	-	-	-	60,000	-	-	-	-	-
319,000	1,027,000	1,281,000	799,000	843,000	1,229,000	205,000	220,500	1,246,000	400,000

PUBLIC WORKS DEPARTMENT - ADMINISTRATION  
VEHICLE REPLACEMENT SCHEDULE

10/28/11

VEHICLE

NO.	DESCRIPTION	YEAR	BUDGET YEAR (FISCAL YEAR)									CODE	
			12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21		21-22
E 1	FORD EXPLORER	2009								31,000			110-6040-431-8006
E 2	FORD EXPLORER	2009								31,000			110-6040-431-8006
E 3	FORD WINDSTAR (ESCAPE)	1999	27,000										110-3015-414-8006
E 4	FORD F-150	2001		29,000									110-6040-431-8006
E 5	FORD HYBRID (ESCAPE)	2009	Replace in 2024										110-6040-431-8006
E 6	FORD ESCAPE HYBRID	2006	Replace in 2021										110-6040-431-8006
E 7	FORD EXPLORER	2003		31,000									110-6040-431-8006
E 8	FORD CROWN VICTORIA	2004		23,000									110-6040-431-8006
E 9	FORD TAURUS	2000	Replace with old squad										110-6040-431-8006
E 10	FORD F-150	2004					29,000						110-6043-434-8006
E 11	FORD F-150	2004			29,000								510-6052-501-8006
E 12	FORD F-150	2008									29,000		110-6040-431-8006
E 13	FORD FREESTAR	2006	Replace in 2021										110-6040-431-8006
E 14	FORD TAURUS	2001					26,000						110-6040-431-8006
E 15	FORD F-150	2002		28,000									510-6052-501-8006
E 16	FORD F-150	2006							29,000				110-6047-512-8006
E 17	FORD CROWN VICTORIA	2004		23,000									110-6047-512-8006
E 18	FORD WINDSTAR (ESCAPE)	1999	27,000										110-6040-431-8006
E 19	FORD CROWN VICTORIA	2003			23,000								110-6047-512-8006
E 20	FORD F-150	2004					26,000						110-6047-512-8006
E 21	FORD WINDSTAR	2000	27,000										110-6040-431-8006
E 22	FORD CROWN VICTORIA	2001	Replace with old squad			23,000							110-6047-512-8006
E 23	FORD CROWN VICTORIA	2002	Replace with old squad			23,000							110-6047-512-8006
E 24	FORD CROWN VICTORIA	2004			23,000								110-6047-512-8006
E 25	FORD CROWN VICTORIA	2000		23,000									110-6047-512-8006
E 26	FORD HYBRID (ESCAPE)	2009	Replace in 2024										110-6040-431-8006
E 27	FORD HYBRID (ESCAPE)	2009	Replace in 2024										110-6040-431-8006
E 28	FORD TAURUS	1999			27,000								110-6040-431-8006
E 29	FORD WINDSTAR	2000	31,000										110-2006-413-8006
E 30	FORD CROWN VICTORIA	2004	Replace with old squad										110-6047-512-8006
E 31	FORD CROWN VICTORIA	2002	Replace with old squad										110-6047-512-8006
E 32	FORD CROWN VICTORIA	2004	Replace with old squad										110-6047-512-8006

ADMINISTRATION - GENERAL
ADMINISTRATION - MUF
TOTAL ADMINISTRATION

112,000	129,000	73,000	46,000	81,000	-	29,000	62,000	29,000	-
-	28,000	29,000	-	-	-	-	-	-	-
112,000	157,000	102,000	46,000	81,000	-	29,000	62,000	29,000	-

FIRE DEPARTMENT  
VEHICLE REPLACEMENT SCHEDULE

10/28/11

VEHICLE NO.	DESCRIPTION	YEAR	BUDGET YEAR (FISCAL YEAR)										CODE	
			12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22		
F 1	E-ONE PUMPER-44	2000												110-4020-422-8007
F 2	E-ONE PUMPER-44	2002												110-4020-422-8007
F 3	PIERCE ENGINE	2009												110-4020-422-8007
F 4	PIERCE ENGINE	2009												110-4020-422-8007
F 5	RESERVED													
F 6	E-ONE 95 PLATFORM TOWER	2001									1,500,000			110-4020-422-8007
F 7	E-ONE 95 LADDER	1997						1,500,000						110-4020-422-8007
F 8	GMC 5500 KODIAK - MIC	2007												110-4022-423-8006
F 9	FORD EXPEDITION	2007				38,000								110-4020-422-8006
F 10	FORD CLUB WAGON	1999		30,000										110-4020-422-8006
F 11	FORD EXPLORER	2013												110-4020-422-8006
F 12	FORD 4 X 4 PICK-UP	1999	31,000										31,000	110-4020-422-8006
F 13	FORD EXPEDITION	2012									38,000			110-4020-422-8006
F 14	E-ONE RESQUE SQUAD	1994				500,000								110-4020-422-8006
F 15	CR13 BOAT	2008												110-4020-422-8006
F 16	FORD EXPEDITION E/L	2008					38,000							110-4020-422-8006
F 17	FORD EXPLORER	2003			38,000									110-4020-422-8006
M1	AMBULANCE	2010		1				190,000						110-4020-422-8007
M2	AMBULANCE	2010		1		190,000								110-4020-422-8007
M3	AMBULANCE			175,000							190,000			110-4020-422-8007
TOTAL FIRE PROTECTION			31,000	205,002	38,000	728,000	38,000	1,690,000	-	-	1,728,000	31,000		

POLICE DEPARTMENT  
VEHICLE REPLACEMENT SCHEDULE

10/28/11

VEHICLE NO.	DESCRIPTION	YEAR	BUDGET YEAR (FISCAL YEAR)										CODE	
			12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22		
PD 1	MARKED POLICE TAHOE	2009			36,000						36,000			110-5030-421-8006
PD 2	MARKED POLICE TAHOE	2011						36,000						110-5030-421-8006
PD 3	MARKED POLICE CAR	2013				33,000					33,000			110-5030-421-8006
PD 4	MARKED POLICE CAR	2009		33,000				33,000			33,000			110-5030-421-8006
PD 5	MARKED POLICE CAR	2013						33,000						110-5030-421-8006
PD 6	MARKED POLICE CAR	2009	33,000						33,000				33,000	110-5030-421-8006
PD 7	MARKED POLICE CAR BLUE	2010		33,000					33,000					110-5030-421-8006
PD 8	MARKED POLICE CAR GOLD	2013						33,000				33,000		110-5030-421-8006
PD 9	MARKED POLICE CAR	2009		33,000				33,000			33,000			110-5030-421-8006
PD 10	MARKED POLICE CAR	2010			33,000					33,000				110-5030-421-8006
PD 11	MARKED POLICE CAR	2010				33,000					33,000			110-5030-421-8006
PD 12	MARKED POLICE CAR	2011			33,000					33,000				110-5030-421-8006
PD 13	MARKED POLICE CAR	2010				33,000						33,000		110-5030-421-8006
PD 14	MARKED POLICE CAR	2011			33,000					33,000			33,000	110-5030-421-8006
PD 15	MARKED POLICE CAR	2009	33,000						33,000					110-5030-421-8006
PD 16	FORD EXPEDITION K-9	2009			36,000						36,000			110-5030-421-8006
PD 17	FORD EXPEDITION	2012			38,000				38,000			38,000		110-5030-421-8006
PD 18	FORD F150 4X2 ANIMAL CONTROL	2008						27,000						110-5030-421-8006
PD 19	MARKED POLICE CAR	2009	33,000					33,000				33,000		110-5030-421-8006
PD 20	FORD F150 4X4	2008				27,000								110-5030-421-8006
PD 21	FORD 500 SILVER	2007		27,000									27,000	110-5030-421-8006
PD 22	BUICK LACROSSE	2005	27,000								27,000			110-5030-421-8006
PD 23	TBD													110-5030-421-8006
PD 24	TBD													110-5030-421-8006
PD 25	TOYOTA SIENNA	2010							29,000					110-5030-421-8006
PD 26	FORD TAURUS	2008			27,000								27,000	110-5030-421-8006
PD 27	CHEVY IMPALA	2003		27,000								27,000		110-5030-421-8006
PD 28	CROWN VIC S.O. WHITE	2006	Replace with Old Squad											110-5030-421-8006
PD 29	FORD EXPEDITION EVIDENCE	2006	Replace with Old Squad											110-5030-421-8006
PD 30	CHEVY EQUINOX	2007								27,000				110-5030-421-8006
PD 31	FORD 500 BLACK	2007						27,000						110-5030-421-8006
PD 32	FORD CROWN VIC	2006	Replace with Old Squad											110-5030-421-8006
PD 33	NISSAN MAXIMA	2005								29,000				110-5030-421-8006
PD 34	FORD HYBRID ESCAPE	2008		27,000									27,000	530-0088-503-8006
PD 35	FORD HYBRID ESCAPE	2008		27,000									27,000	530-0088-503-8006
PD 37	TBD													110-5030-421-8006
PD 38	RESERVED													110-5030-421-8006

POLICE DEPARTMENT  
VEHICLE REPLACEMENT SCHEDULE

10/28/11

VEHICLE NO.	DESCRIPTION	YEAR	BUDGET YEAR (FISCAL YEAR)										CODE	
			12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22		
PD 39	FORD VAN	2004				27,000								110-5030-421-8006
PD 40	PONTIAC GRAND PRIX	2008				27,000								110-5030-421-8006
PD 41	CHEVY EQUINOX	2007			27,000							27,000	110-5030-421-8006	
PD 42	TRFCO SPEED MONITOR	2008							15,000				110-5030-421-8006	
PD 43	FORD 500 ALLOY METALIC	2007	27,000								27,000		110-5030-421-8006	
PD 44	FORD CROWN VIC	2004	Replace with Old Squad										110-5030-421-8006	
PD 45	BUICK LUCERN	2008					27,000						110-5030-421-8006	
PD46	SPEED MONITOR	2001	15,000							15,000			110-5030-421-8006	
PD47	CHEV IMPALA BLUE	2007				27,000							110-5030-421-8006	
PD 48	CHEVROLET MONTE CARLO	2005											110-5030-421-8006	
PD 49	PONTIAC GRAND PRIX	2009							27,000				110-5030-421-8006	
PD 50	DODGE RAM PICK UP	2000											110-5030-421-8006	
CYCLE 3	POLICE MOTOR CYCLE												110-5030-421-8006	

POLICE - GENERAL
POLICE - PARKING
TOTAL POLICE DEPARTMENT

168,000	153,000	263,000	207,000	246,000	202,000	197,000	213,000	224,000	147,000
-	54,000	-	-	-	-	-	-	-	54,000
168,000	207,000	263,000	207,000	246,000	202,000	197,000	213,000	224,000	201,000

SUMMARY  
VEHICLE REPLACEMENT SCHEDULE

DEPARTMENT	12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22
PUBLIC WORKS	319,000	1,027,000	1,281,000	799,000	843,000	1,229,000	205,000	220,500	1,246,000	400,000
ADMINISTRATION	112,000	157,000	102,000	46,000	81,000	-	29,000	62,000	29,000	-
FIRE PROTECTION	31,000	205,002	38,000	728,000	38,000	1,690,000	-	-	1,728,000	31,000
POLICE DEPARTMENT	168,000	207,000	263,000	207,000	246,000	202,000	197,000	213,000	224,000	201,000
YEARLY TOTALS	630,000	1,596,002	1,684,000	1,780,000	1,208,000	3,121,000	431,000	495,500	3,227,000	632,000

SUMMARY  
VEHICLE REPLACEMENT SCHEDULE

10/28/11

DEPARTMENT TOTALS	BUDGET YEAR (FISCAL YEAR)									
	12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22
PUBLIC WORKS - GENERAL	179,000	985,000	941,000	637,000	698,000	1,114,000	163,000	25,000	906,000	100,000
PUBLIC WORKS - MUF	140,000	42,000	340,000	162,000	85,000	115,000	42,000	195,500	340,000	300,000
PUBLIC WORKS - PARKING	-	-	-	-	60,000	-	-	-	-	-
<b>TOTAL PUBLIC WORKS</b>	<b>319,000</b>	<b>1,027,000</b>	<b>1,281,000</b>	<b>799,000</b>	<b>843,000</b>	<b>1,229,000</b>	<b>205,000</b>	<b>220,500</b>	<b>1,246,000</b>	<b>400,000</b>
ADMINISTRATION - GENERAL	112,000	129,000	73,000	46,000	81,000	-	29,000	62,000	29,000	-
ADMINISTRATION - MUF	-	28,000	29,000	-	-	-	-	-	-	-
<b>TOTAL ADMINISTRATION</b>	<b>112,000</b>	<b>157,000</b>	<b>102,000</b>	<b>46,000</b>	<b>81,000</b>	<b>-</b>	<b>29,000</b>	<b>62,000</b>	<b>29,000</b>	<b>-</b>
<b>FIRE PROTECTION - GENERAL</b>	<b>31,000</b>	<b>205,002</b>	<b>38,000</b>	<b>728,000</b>	<b>38,000</b>	<b>1,690,000</b>	<b>-</b>	<b>-</b>	<b>1,728,000</b>	<b>31,000</b>
POLICE - GENERAL	168,000	153,000	263,000	207,000	246,000	202,000	197,000	213,000	224,000	147,000
POLICE - PARKING	-	54,000	-	-	-	-	-	-	-	54,000
<b>TOTAL POLICE</b>	<b>168,000</b>	<b>207,000</b>	<b>263,000</b>	<b>207,000</b>	<b>246,000</b>	<b>202,000</b>	<b>197,000</b>	<b>213,000</b>	<b>224,000</b>	<b>201,000</b>
<b>YEARLY TOTALS</b>	<b>630,000</b>	<b>1,596,002</b>	<b>1,684,000</b>	<b>1,780,000</b>	<b>1,208,000</b>	<b>3,121,000</b>	<b>431,000</b>	<b>495,500</b>	<b>3,227,000</b>	<b>632,000</b>

FUND TOTALS	BUDGET YEAR (FISCAL YEAR)									
	12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22
GENERAL FUND	490,000	1,472,002	1,315,000	1,618,000	1,063,000	3,006,000	389,000	300,000	2,887,000	278,000
MUNICIPAL UTILITY FUND	140,000	70,000	369,000	162,000	85,000	115,000	42,000	195,500	340,000	300,000
PARKING SYSTEM FUND	-	54,000	-	-	60,000	-	-	-	-	54,000
<b>YEARLY TOTALS</b>	<b>630,000</b>	<b>1,596,002</b>	<b>1,684,000</b>	<b>1,780,000</b>	<b>1,208,000</b>	<b>3,121,000</b>	<b>431,000</b>	<b>495,500</b>	<b>3,227,000</b>	<b>632,000</b>



# 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  
JAMES A. GRABOWSKI  
CITY MANAGER

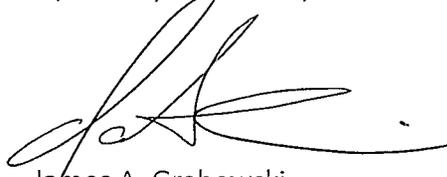
March 1, 2012

To: Mayor DiCianni and Members of the City Council

Re: On Street Parking Restrictions – Aldermen York & Polomsky

It is respectfully requested that the attached request from Aldermen York and Polomsky regarding the reevaluation of on street parking restrictions on the blocks surrounding the Elmhurst Memorial Healthcare Berteau Campus be referred to the Public Affairs & Safety Committee for review and recommendation back to the City Council.

Respectfully submitted,



James A. Grabowski  
City Manager

**Copies To All  
Elected Officials**

3-01-12

From: Alderman Kevin L. York & Alderman Dannee Polomsky  
Date: March 1, 2012  
To: City Manager Grabowski and Assistant City Manager/Fire Chief Kopp  
Subject: On Street Parking

As discussed with you earlier, we are getting requests from residents in the neighborhoods surrounding the EMH Berteau Campus regarding on street parking restrictions. Given that the hospital has relocated and that there are but two service occupants of the EMH Berteau building remaining, it seems like a logical time to reevaluate the on street parking restrictions in the neighborhoods surrounding the EMH Berteau Campus in light of the reduced employee parking needs and the virtual elimination of regular emergency vehicle traffic.

Please refer this request to the appropriate committee for immediate consideration.

Best Regards,

Kevin York, Alderman 4th Ward & Dannee Polomsky, Alderman 3rd Ward



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CITY TREASURER  
JAMES A. GRABOWSKI  
CITY MANAGER

February 27, 2012

TO: Mayor DiCianni and Members of the City Council

RE: **2012 Fire Hydrant and Watermain Valve Repair Project**

The Public Works and Buildings Committee met on Monday, February 27, 2012 to review bids received for the 2012 Fire Hydrant and Watermain Valve Repair Project. The bids are summarized on Attachment "A".

The work includes the removal and replacement of 9 fire hydrants and 5 water main valves, and related restoration work at various locations throughout the City.

The low bidder on this project was Kings Point of Addison, IL. Kings Point's proposal did not meet the specifications issued for bidding. Kings Point submitted bid was in the amount of \$120,671.00.

The lowest responsible bidder was Cerniglia Company, Inc. of Melrose Park. Cerniglia Company met all City requirements within the bid documents issued for bidding. Cerniglia Company's bid was in the amount of \$126,010.00. Cerniglia Company, Inc. has worked for the City in the past and completed similar work for Elmhurst, and other municipalities, in a satisfactory manner.

Monies have been provided in the FY 2011/12 Budget in the Municipal Utility Fund, in the amount of \$75,000 in account number 510-6052-501-30-85, and \$75,000 in account number 510-6052-501-30-86 for this project.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the bid from Cerniglia Company, Inc., in the amount of \$126,010.00 be accepted, and the City attorney be authorized to draft a resolution for approving a contract with Cerniglia Company, Inc.

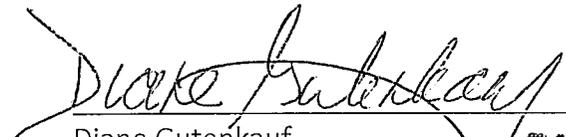
Respectfully Submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE

  
\_\_\_\_\_  
Jim Kennedy, Chairman

  
\_\_\_\_\_  
Bob Dunn, Vice Chairman

  
\_\_\_\_\_  
Chris Healy

  
\_\_\_\_\_  
Diane Gutenkauf

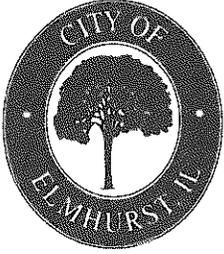
Copies To All  
Elected Officials  
3-01-12

cc: P.W. and  
Bldg. Comm.  
2-23-12

2012 FIRE HYDRANT AND WATERMAIN VALVE REPAIR PROJECT

ATTACHMENT "A"

<u>Contractor</u>	<u>Total Price</u>
Kings Point Addison, IL	\$120,671.00
Cerniglia Company, Inc. Melrose Park, IL	\$126,010.00
Archon Construction Co., Inc. Addison, IL	\$139,900.00
Gerardi Sewer and Water Company Norridge, IL	\$162,876.00
Unique Plumbing Company, Inc. Brookfield, IL	\$178,208.00
Patnick Construction, Inc. Bensenville, IL	\$178,287.00
Vian Construction Co., Inc. Elk Grove Village, IL	\$182,673.00
Stip Brothers Excavating, Inc. Elwood, IL	\$194,115.00



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PATTY SPENCER  
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DAVID DYER  
CITY TREASURER  
JAMES A. GRABOWSKI  
CITY MANAGER

February 27, 2012

TO: Mayor DiCianni and Members of the City Council

RE: Bids for the Uniform Services Contract for the Public Works Department

The Public Works and Buildings Committee met on Monday, February 27, 2012, to discuss bids that were received for the 2012-2014 Uniform Services contract for the Public Works Department. The bids received are summarized as follows:

<u>Bidder</u>	<u>Cost Per Week</u>	<u>Cost Per Year</u>
Aramark Uniforms Services, Arlington Heights, IL	\$257.15	\$13,371.80
G & K Services, Justice, IL	\$270.54	\$14,068.08
Cintas Corporation, Romeoville, IL	\$283.24	\$14,728.48

The Uniform Services contract will provide work uniforms for 78 full-time employees in the Public Works Department for a three-year period, from May 1, 2012 until April 30, 2014. The City is obligated by its bargaining agreement with IUOE, Local 150, to provide uniforms.

Aramark Uniforms Services of Arlington Heights, Illinois, submitted the lowest responsible, responsive bid, at an annual cost of \$13,371.80. Aramark Uniforms Services is an established company that provides similar services to other businesses and government agencies.

The previous uniform contract was held by Arrow Uniform at a price of \$9,496.24 per year. Arrow Uniform since then has been bought out by a company named Unifirst. Unifirst was sent a bid packet but they did not bid.

Monies have been provided for the Uniform Services contract in Account Number 110-6041-432-4062 in the General Fund, and Account Number 510-6052-501-4062 in the Utility Fund.

Copies To All  
Elected Officials

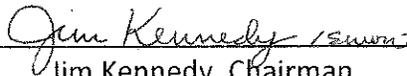
03/01/2012

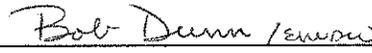
TO: Mayor DiCianni and Members of the City Council  
RE: Bids for the Uniform Services Contract for the Public Works Department  
Page 2

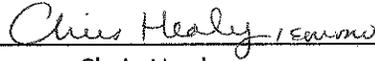
It is, therefore, the recommendation of the Public Works and Buildings Committee that the bid from Aramark Uniforms Services of Arlington Heights, Illinois for the 2012-2014 Uniform Services contract for the Public Works Department be accepted, and the City Manager be authorized to issue a Purchase Order annually, for a three-year period, to Aramark Uniforms Services of Arlington Heights, Illinois, for the uniform services with an annual cost of \$13,371.80.

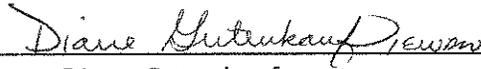
Respectfully submitted,

**PUBLIC WORKS AND BUILDINGS COMMITTEE**

  
\_\_\_\_\_  
Jim Kennedy, Chairman

  
\_\_\_\_\_  
Bob Dunn, Vice Chairman

  
\_\_\_\_\_  
Chris Healy

  
\_\_\_\_\_  
Diane Gutenkauf



# CITY OF ELMHURST

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CITY TREASURER  
**JAMES A. GRABOWSKI**  
CITY MANAGER

February 27, 2012

**TO:** Mayor DiCianni and Members of the City Council

**RE: One (1) 4 Ton Trailer Mounted Asphalt Hot Box Patcher**

The Public Works and Building Committee met on Monday, February 27, 2012, to discuss quotes received for the provision of One (1) 4 Ton Trailer Mounted Asphalt Hot Box Patcher.

Invitations for Bids were sent out to five area dealers for One (1) 4 Ton Trailer Mounted Asphalt Hot Box Patcher. A public bid opening was held on Tuesday, February 14, 2012. The results are listed below:

<u>Dealer</u>	<u>Total Price</u>
Falcon Road Maintenance Equipment Inc., Midland, MI	\$20,053.00
Bonnell Industries Inc., Dixon, IL	\$21,900.00
Koenig Body and Equipment Inc., Peoria, IL	\$23,281.00
Sherwin Industries Inc., Lombard, IL	No Bid
Galva Road Equipment, Galva, IL	No Bid

The low bid from Falcon Road Maintenance Equipment Inc. Midland, MI meets all the specifications. The price reflects a trade-in allowance of \$2,000.00 for PW69. This unit will be used in the Public Works Department, Streets Division, for pothole and patching operations. The City currently owns two hot boxes. One was replaced in 2010, the unit being replaced in this report was originally purchased in 2000.

Funds have been provided in the FY 2011/2012 account under the following account number: \$25,000.00 in 110-6041-432-8007. The total cost less the trade-in is \$20,053.00. Delivery is 60 days after receipt of order.

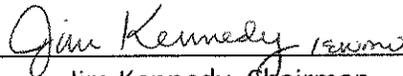
Copies To All  
Elected Officials  
03/01/2012

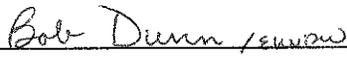
TO: Mayor DiCianni and Members of the City Council  
RE: One (1) 4 Ton Trailer Mounted Asphalt Hot Box Patcher  
Page 2

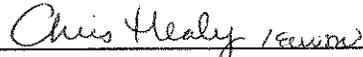
It is, therefore, the recommendation of the Public Works and Building Committee that the bid from Falcon Road Maintenance Equipment Inc., Midland, MI, for the provision of a 4 Ton Trailer Mounted Asphalt Hot Box Patcher, in the amount of \$20,053.00 (including trade-in) be accepted and that the City Attorney prepare the appropriate resolution.

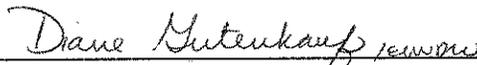
Respectfully submitted,

**PUBLIC WORKS AND BUILDINGS COMMITTEE**

  
\_\_\_\_\_  
Jim Kennedy, Chairman

  
\_\_\_\_\_  
Bob Dunn, Vice Chairman

  
\_\_\_\_\_  
Chris Healy

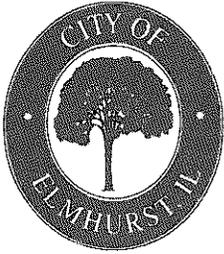
  
\_\_\_\_\_  
Diane Gutenkauf

**FY2011/2012 Equipment Budget Item PW69**

**One (1) Hot Box Asphalt Trailer PW69**

Bid Opening February 14, 2012

	<u>Base Bid Price</u>	<u>Trade-In Price</u>	<u>Total Price Less Trade</u>
<b>Falcon Road Maintenance Equipment Inc.</b>	\$ 22,053.00	\$ (2,000.00)	\$ 20,053.00
<b>Bonnell Industries</b>	\$ 22,900.00	\$ (1,000.00)	\$ 21,900.00
<b>Koenig Body and Equipment Inc.</b>	\$ 24,781.00	\$ (1,500.00)	\$ 23,281.00
<b>Sherwin Industries, Inc</b>	No Bid Received	\$	\$
<b>Galva Road Equipment</b>	No Bid Received	\$	\$



# 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  
JAMES A. GRABOWSKI  
CITY MANAGER

February 27, 2012

TO: Mayor DiCianni and Members of the City Council

**Re: 2012 – 2014 Environmental Mosquito Management Program**

The Public Works and Building Committee met on Monday, January 23, 2012 and again on February 27, 2012 to review a proposal received from Clarke Mosquito Control for Environmental Mosquito Management services for the 2012-2014 seasons.

The Clarke Mosquito Control, Inc. proposal identifies four major components of this program which include general services, surveillance and monitoring, larval control and adult mosquito management.

The general services include surveying, mapping, public relations, mosquito hotline citizen response, program reports and quality control.

The surveillance and monitoring includes monitoring for disease laden mosquitos, floodwater mosquito brood prediction, operation of two light traps for monitoring mosquito concentration levels and weather monitoring.

Larval control involves site monitoring, three (3) catch basin treatments, six (6) targeted inspections of known breeding areas, three (3) inspections of Culex (the breed of mosquito which carries West Nile Virus) sites, four (4) treatments of backyard catch basins, three (3) helicopter pre hatch applications and prescription larval control for biological control, and two (2) helicopter applications along the creek.

The adult mosquito management provides for six (6) citywide adultcidings (spraying through truck mounted Ultra Low Volume (ULV) foggers) in mosquito harborage areas and adultciding in all residential areas utilizing Mosquitomist 1.0. The benefits of Mosquitomist include low toxicity, non-corrosive properties and low odor.

The Committee also inquired of Clarke Environmental as to whether the chemicals utilized in their proposal would be the most environmentally friendly. In response from Clarke Environmental, they stated that all of the chemicals they utilize are very environmentally friendly and have been approved by the EPA and other agencies. They did state, however, that there is a new product on the market that is used in the "dunks" that are placed in catch basins as part of the larviciding program. The current dunks are made with a chemical called Altosid, but there is a new product out there which is made with a product called Natular. The newer product is even more environmentally friendly than the older product. The cost for switching the two treatments for the catch basins would be \$4,100.00 annually. The Committee felt that it was an amount that was worth spending to utilize the most environmentally friendly products. In

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03/01/2012

addition, utilizing Natular is in accordance with the City Sustainability Policy to go “green” whenever possible and feasible.

The six adult mosquito management Citywide sprayings is a reduction from prior years of two sprayings. This has been done in order to meet current fiscal constraints. In addition, the proposed program modifies prior years’ programs by removing the spraying for block parties.

The fee for this service is \$180,732.00. This fee will increase annually for two years by the CPI or three percent, whichever is less.

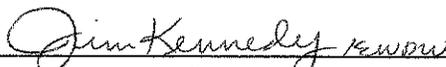
The Clarke Environmental Mosquito Management, Inc. has completed the environmental Mosquito Management Program in the City in an acceptable manner in the past. In light of the serious nature of the West Nile Virus in DuPage County it is the position of the Committee that an aggressive mosquito abatement program be implemented.

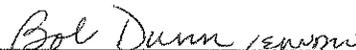
Monies are provided in the FY 12/13 Budget for an Environmental Mosquito Management program in the amount of \$180,732.00 in account number 110-0084-442-30-42. The \$180,732.00 amount is the actual bid amount, this number will be increased by \$4,100 for 2012/13 budget through the “Fiscal 2012-13 Revised Budget Adjustment” memorandum.

It is, therefore, the recommendation of the Public Works and Buildings Committee to enter into a three-year agreement (2012-2014) with Clarke Mosquito Control, Inc. for an Environmental Mosquito Management Program at the cost outlined above, be accepted.

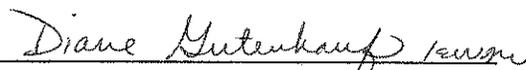
Respectfully submitted,

**PUBLIC WORKS AND BUILDINGS COMMITTEE**

  
\_\_\_\_\_  
Jim Kennedy, Chairman

  
\_\_\_\_\_  
Bob Dunn, Vice Chairman

  
\_\_\_\_\_  
Chris Healy

  
\_\_\_\_\_  
Diane Gutenkauf



110 E. Irving Park Rd., 4<sup>th</sup> Floor  
P.O. Box 72197  
Roselle, Illinois 60172  
630.671.3120  
630.894.1774  
www.clarke.com

January 10, 2012

Mike Hughes, Public Works Director  
City of Elmhurst  
209 N. York Street  
Elmhurst, IL 60126

Dear Mr. Hughes:

As discussed, Clarke Environmental Mosquito Management, Inc. hereby proposes to continue to provide the professional mosquito control services to the City of Elmhurst in 2012-2014. The price for the 2012 season shall be held at the 2009-2011 rate of \$180,732.000. The 2013 and 2014 seasonal price-increase shall not exceed the locally established consumer price index, or 3%; whichever is less.

As your committed partner in mosquito control we thank you for the opportunity to continue to provide services to the City of Elmhurst.

Sincerely,

Tom Kessler  
Control Consultant



**Clarke Environmental Mosquito Management, Inc.  
Professional Services Outline For  
The 2012-2014 City of Elmhurst  
Environmental Mosquito Management (EMM) Program**

**Part I. GENERAL SERVICE**

- A. Aerial Survey and Geographic Information System (GIS) Mapping
- B. Computer System and Record Keeping Database
- C. Public Relations and Educational Brochures
- D. Mosquito Hotline Citizen Response – (800) 942-2555
- E. Comprehensive Insurance Coverage naming the City of Elmhurst additionally insured
- F. Program Consulting and Quality Control Staff
- G. Monthly Operational Reports, Periodic Advisories, and Annual Report
- H. Regulatory compliance on local, state, and federal levels

**Part II. SURVEILLANCE AND MONITORING**

- A. Floodwater Mosquito Migration Model:  
The use of weather data and computer model to predict the arrival of *Aedes vexans* brood (hatch) and peak annoyance periods. (Clarke will contact the customer representative and inform him of the impending brood arrival.)
- B. Arbovirus Surveillance:
  - 1. Clarke New Jersey Light Trap Network: Operation of two (2) traps within the City of Elmhurst to monitor and evaluate adult mosquito activity.
- C. Weather Monitoring – Operational Forecasts

**Part III. LARVAL CONTROL**

- A. Targeted Mosquito Management System (TMMS™) computer database and site management.
- B. Larval Site Monitoring: 12 inspections
  - 1. Three (3) complete inspections of up to 110 sites as outlined by most recent Clarke GIS Survey.
  - 2. Six (6) targeted inspections of up to 46 breeding areas as determined by the computerized Clarke Targeted Mosquito Management System™.
  - 3. Three (3) targeted inspections of up to 35 known *Culex spp.* breeding areas as determined by the computerized Clarke Targeted Mosquito Management System™.
  - 4. Inspections of sites called in by residents on the Mosquito Hotline.



**Part III. LARVAL CONTROL (Continued)**

- C. Prescription Larval Control with VectoLex® (*Bacillus sphaericus*), VectoBac® (*Bacillus thuringiensis israelensis* - Bti), Abate® and Altosid®.
- D. Helicopter Treatment:
  - 1. Helicopter Prehatch: Three (3) treatments with 5% Abate® of up to 50 acres for floodwater mosquito control.
  - 2. Helicopter Larviciding: Two (2) treatments with VectoLex® / VectoBac® of up to 24 acres of Salt Creek.
- E. Stocking of 2,000 mosquitofish (*Gambusia affinis*) for biological control.
- F. Catch Basin Control:
  - 1. Catch Basins: Four (4) treatments of up to 3,600 street side catch basins, inlets and manholes with VectoLex® / Altosid® or a 30-day sustained slow release insecticide.
  - 2. Back Yard Catch Basins: One (1) treatment of up to 172 backyard catch basins using Altosid® XR briquette.

**Part IV. ADULT CONTROL**

- A. Adulticiding in mosquito harborage areas:
  - 1. Backpack barrier treatments with a synthetic pyrethroid insecticide for residual control of adult mosquitoes as needed.
  - 2. Six (6) truck / ATV treatments of the Prairie Path with a synthetic pyrethroid insecticide.
- B. Adulticiding in Residential Areas:
  - 1. Six (6) community-wide truck ULV treatments of up to 205 miles of streets with Biomist® or synthetic pyrethroid insecticide. Any additional authorized community ULV treatments will be priced at \$ 8,949.00 per application.
- C. Adulticiding Operational Procedures
  - 1. Notification of community contact.
  - 2. Weather limit monitoring and compliance.
  - 3. Notification of residents on Clarke Call Notification List.
  - 4. ULV particle size evaluation.
  - 5. Insecticide dosage and quality control analysis.



**Clarke Environmental Mosquito Management, Inc.  
Customer Agreement and Authorization  
The 2012-2014 City of Elmhurst  
Environmental Mosquito Management (EMM) Program**

I. **Program Payment Plan:** For Parts I, II, III, and IV as specified in the 2012 Professional Services Cost Outline, the total for the 2012 program is \$180,732.00. The payments will be due on April 1<sup>st</sup>, May 1<sup>st</sup>, June 1<sup>st</sup>, and July 1<sup>st</sup> according to the payment schedule below. Any additional treatments beyond the core program will be invoiced when the treatment is completed. \*The program pricing for 2013-2014 will increase 3% or by the Consumer Price Index (CPI), whichever is less. \*In the chart below the pricing for 2013-2014 is estimated only for your fiscal planning at 3%, as the Consumer Price Index (CPI) has not been established for those years.\*

**PROGRAM PAYMENT PLAN**

Month	2011	2012	2013	2014
April 1	\$45,183.00	\$45,183.00	\$46,538.49	\$47,934.65
May 1	\$45,183.00	\$45,183.00	\$46,538.49	\$47,934.65
June 1	\$45,183.00	\$45,183.00	\$46,538.49	\$47,934.65
July 1	\$45,183.00	\$45,183.00	\$46,538.49	\$47,934.65
<b>TOTAL</b>	<b>\$180,732.00</b>	<b>\$180,732.00</b>	<b>\$186,153.96*</b>	<b>\$191,738.58*</b>

II. **Approved Contract Period and Agreement:**

- 2012 thru 2014 Season  
(New areas to be covered in 2013 - 2014 will be pro-rated to the program cost at the rates in effect at the time.)

**For City of Elmhurst:**

Sign Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**For Clarke Environmental Mosquito Management, Inc.:**

Name: \_\_\_\_\_ Title: Control Consultant Date: 1/10/2012  
Tom Kessler



**Clarke Environmental Mosquito Management, Inc.  
Professional Services Outline For  
The 2012-2014 City of Elmhurst  
Environmental Mosquito Management (EMM) Program**

**Administrative Information:**

**Invoices should be sent to:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_  
Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail \_\_\_\_\_  
Purchase Order Number: \_\_\_\_\_

**Treatment Address (if different from above):**

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

**Contact Person for City of Elmhurst:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Pager: \_\_\_\_\_

**Alternate Contact Person for City of Elmhurst:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Pager: \_\_\_\_\_

**Please sign and return a copy of the complete contract for our files to:**

Clarke Environmental Mosquito Management, Inc., Attn: Tom Kessler  
110 E. Irving Park Road, 4<sup>th</sup> Floor, Roselle, IL 60172 or Fax at (630) 894-1774

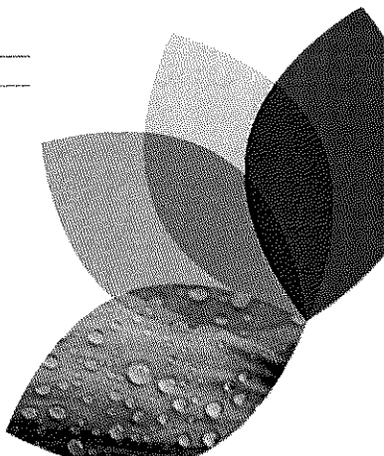


## THE FIRST AND ONLY COMPLETE PORTFOLIO OF LARVICIDES WITH A NATURALLY DERIVED ACTIVE INGREDIENT

# NATULAR™ NATURALLY DERIVED ACTIVE INGREDIENT

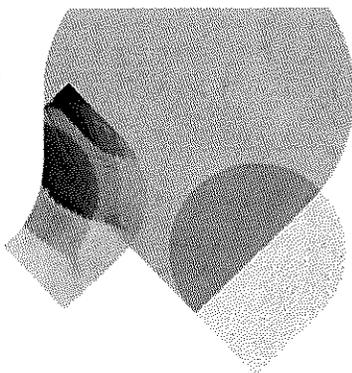
### Larvicide for Mosquito Control

- New Reduced Risk active ingredient
- New mode of action
- New class of chemistry
- Formulated for sustainable solutions



RESOURCE 6.A.02

What makes Natular™ so unique? Natular and its active ingredient, spinosad, offer a healthier alternative to protecting the well-being of communities.



Provides the right balance of efficacy with environmental stewardship

Offers exceptional control of larvae from the first through early 4th instar stages

Excellent option for resistance management and rotational use

Minimal PPE requirements for application

All formulations of Natular were designed as sustainability solutions

Breaks down rapidly in soil—spinosad degrades into carbon dioxide and water

Six advanced formulations to fit any habitat

Green Chemistry active lets you use with confidence in your community

For years there have been only five active ingredient choices for larval control. Now there's a sixth, and it's found only in Natular.™ With formulations developed and manufactured exclusively by Clarke, its patented ingredient, spinosad, is a product derived from a naturally occurring bacterium. Natular is in a chemical class different from all other larvicides and has a unique mode of action that helps fight resistance. Simply stated, Natular is like no other larvicide on the market.

#### BENEFITS INCLUDE >>

##### New Reduced Risk active ingredient

The means reduced risks to human health and the environment when compared to existing alternatives.

##### New mode of action

The unique mode of action of spinosad ensures no cross-resistance with other chemistries.

##### New class of chemistry

Natular™ formulations are Group 5 insecticides – the first public health larvicides in this class – that provide you with superior fighting performance.

##### Formulated for sustainable solutions

All multi-broad formulations and the single-broad liquid are a CMR4 (Chemical Hazard Review Institute) Listed, enabling them to be used in and around organic agriculture. The single-broad granule formulation is under review at time of publication. The operational label has not been submitted for review.

## WE'RE SETTING NEW BENCHMARKS WITH SPINOSAD

Spinosad, a product derived from a naturally occurring soil bacterium, is the active ingredient in Natular.™ It provides the perfect balance of efficacy and environmental stewardship. Spinosad has an excellent safety record. It breaks down quickly and does not bioaccumulate in the environment. In addition, all inert ingredients in domestic Natular formulations are included on the EPA's List of Minimal Risk Inert Ingredients.

#### The Structure

Chemical name: Saccharosyl spinosyn D  
Common name: Spinosad, a patented combination of spinosyn A and spinosyn D

	SPINOSYN A	SPINOSYN D
Empirical Weight	C <sub>21</sub> H <sub>34</sub> N <sub>2</sub> O <sub>6</sub>	C <sub>21</sub> H <sub>34</sub> N <sub>2</sub> O <sub>6</sub>
Molecular Weight	431.08	446.00
Color and State	Crystalline Solid, White to Tan	Crystalline Solid, White to Tan
Vapor Pressure	2.4 x 10 <sup>-6</sup> mmHg	1.6 x 10 <sup>-6</sup> mmHg
Melting Point	54–60°C	60–70°C
Water Solubility		
pH 1	2.30	2.49
pH 7	2.35	0.33
pH 9	1.6	0.02





# CITY OF ELMHURST

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PETER "PETE" DICIANNI  
MAYOR  
PATTY SPENCER  
CITY CLERK  
DAVID DYER  
CITY TREASURER  
JAMES A. GRABOWSKI  
CITY MANAGER

February 27, 2012

To: Mayor DiCianni and Members of the City Council

Re: Community Bank of Elmhurst 4 on the 4<sup>th</sup> – 2012 Run

The Public Affairs and Safety Committee met on February 27, 2012 to discuss the request from the Community Bank of Elmhurst to hold the 2012 running of the Community Bank of Elmhurst 4 on the 4<sup>th</sup> event on Wednesday, July 4, 2012 commencing at 7:15 a.m., with an 8:20 a.m. start for the Kids' Run. A representative from the Community Bank of Elmhurst will be available to answer the Committee's questions.

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

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

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

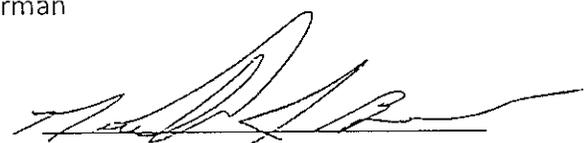
All layout/staging plans and operational parameters will be finalized only after ongoing consultation and discussion with the approval of the Elmhurst Police, Fire and Public Works Departments.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Council approve the Community Bank of Elmhurst 4 on the 4<sup>th</sup> – 2012 Run to be held on Wednesday, July 4, 2012 commencing at 7:15 a.m., with an 8:20 a.m. start for Kids' Run.

Respectfully submitted,  
Public Affairs and Safety Committee

\_\_\_\_\_  
Patrick Wagner, Chairman

  
Paula Pezza, Vice-Chairman

  
Michael Bram

agenda/PA&S/2012 reports/Community Bank 4 on the 4th

**PUBLIC AFFAIRS &  
SAFETY COMMITTEE**  
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JAMES A. GRABOWSKI  
CITY MANAGER

February 27, 2012

To: Mayor DiCianni and Members of the City Council

Re: Elmhurst Park District – 2012 Bike Rodeo

The Public Affairs and Safety Committee met on February 27, 2012 to discuss the request from the Elmhurst Park District to hold the 2012 Bike Rodeo on Saturday, May 19, 2012. A representative from the Elmhurst Park District will be available to answer the Committee's questions.

The Elmhurst Park District will reserve the parking lot located at the northeast corner of the intersection of York and Vallette Streets from 5:00 p.m. on Friday, May 18, 2012 for set up, thorough 1:00 p.m. on Saturday, May 19, 2012 when the Bike Rodeo event concludes.

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 Elmhurst Park District 2012 Bike Rodeo on Saturday, May 19, 2012, with set up from 5:00 p.m. on Friday, May 18, 2012 until the conclusion of the event on Saturday, May 19, 2012 at 1:00 p.m.

Respectfully submitted,  
Public Affairs and Safety Committee

---

Patrick Wagner, Chairman

Paula Pezza, Vice-Chairman

agenda/PA&S/2012 reports/2012 Bike Rodeo

Michael Bran

**PUBLIC AFFAIRS &  
SAFETY COMMITTEE** Copies To All  
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2/23/2012 3/01/2012



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JAMES A. GRABOWSKI  
CITY MANAGER

February 27, 2012

To: Mayor DiCianni and Members of the City Council

Re: Police Chief Executive Search Firms

The Public Affairs and Safety Committee met on February 27, 2012 to discuss the responses to the City of Elmhurst's request for proposals from executive search firms to conduct a police chief recruitment.

The list of firms was developed after thorough research and surveying other communities who have undergone executive searches recently. The following firms were asked to submit proposals:

Charles A. Gruber Consulting (CAG)  
Illinois Association of Chiefs of Police  
The Mercer Group, Inc.  
REM Management Services, Inc.

Slavin Management Consultants  
Voorhees Associates LLC  
The Waters Consulting Group, Inc.

The firms were initially evaluated based on industry knowledge, relevant search experience, their search process methodology, and the fee schedule. Following the initial phase of the evaluation four firms were selected; Charles Gruber Consulting, REM Management Services, Inc., Voorhees Associates LLC, and Waters Consulting Group, Inc. Staff then conducted phone interviews. The final phase of the search selection was conducted by the Mayor, Alderman Wagner, City Manager Grabowski, and Assistant City Manager Kopp.

An addendum to the original proposal was requested from REM, Voorhees, and Waters, asking to expand the scope of the search to include stakeholder interviews and a police department climate study. Following the review of the addendum responses from the three remaining vendors, REM Management Services, Inc. is the recommended firm to conduct the police chief search. REM Management Services, Inc. has the capability to conduct the search, includes relevant background of 35 years in law enforcement and local government experience. Their proposal includes three options of selection approaches varying in price, not to exceed \$14,500. The additional scope of services asked for in the addendum is offered at no additional cost.

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It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Council approve REM Management Services to be the executive search firm to conduct the police chief search.

Respectfully submitted,  
Public Affairs and Safety Committee

---

Patrick Wagner, Chairman

  
\_\_\_\_\_  
Paula Pezza, Vice-Chairman

  
\_\_\_\_\_  
Michael Bram



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JAMES A. GRABOWSKI  
CITY MANAGER

February 14, 2012

TO: Mayor DiCianni and Members of City Council

RE: Case Number 11P-06/City of Elmhurst Zoning Ordinance Text Amendment  
Request for amendment to the Elmhurst Zoning Ordinance for the purpose of reclassifying Day Care Center and Pre-School uses from Permitted Uses to Conditional Uses in the C1 and C4 Zoning Districts

The Development, Planning and Zoning Committee met on February 13, 2012 to review the Zoning & Planning Commission report dated January 18, 2012 recommending approval of the subject request. The Committee also reviewed the transcripts of the public hearing.

The DP&Z Committee, in a report dated September 27, 2011, recommended that the City Council direct the Zoning and Planning Commission to hold a public hearing on this issue. The City Council concurred and, on October 3, 2011, authorized the Zoning and Planning Commission to hold the public hearing.

The Development, Planning and Zoning Committee agrees with the findings of the Zoning & Planning Commission that Day Care and Pre-School uses can have an impact on surrounding properties and, as such, should be reviewed as Conditional Uses to ensure that any applicant meets the Standards for Conditional Use as well as be able to demonstrate that the proposed use is not a safety hazard for the children attending the facility.

Therefore, the Development, Planning and Zoning Committee recommends that the City Council approve this request to amend the text of the Elmhurst Zoning Ordinance by reclassifying Day Care and Pre-School Uses from Permitted Uses to Conditional Uses in the C1 and C4 Commercial Zoning Districts. The City Attorney is hereby directed to prepare the necessary documents for City Council approval.

Respectfully submitted,  
DEVELOPMENT PLANNING AND ZONING COMMITTEE

Steven Morley *per E.V.*  
Steven Morley, Chair *PTS*

Dannee Polomsky *per Ethan Werner*  
Dannee Polomsky, Vice-Chair *PTS*

Norman Leader *per Ethan Werner*  
Norman Leader, Ald. 2<sup>nd</sup> Ward *PTS*

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03-01-2012



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JAMES A. GRABOWSKI  
CITY MANAGER

February 14, 2012

TO: Mayor DiCianni and Members of City Council

RE: Case Number 12P-01/City of Elmhurst Zoning Ordinance Text Amendment  
Request for amendment to Chapter 10 of the Elmhurst Zoning Ordinance for the purpose of requiring bicycle parking in the C2 and C3 Zoning Districts

The Development, Planning and Zoning Committee met on February 13, 2012 to review the Zoning & Planning Commission report dated January 30, 2012 recommending approval of the subject request. The Committee also reviewed the transcripts of the public hearing.

The DP&Z Committee met on numerous occasions to discuss the request from the Bicycle Task Force to create a bicycle parking requirement for new or redeveloped commercial properties. In a report dated December 13, 2011, the DP&Z Committee recommended that the City Council direct the Zoning and Planning Commission to hold a public hearing on this issue. The City Council concurred and, on December 19, 2011, authorized the Zoning and Planning Commission to hold the public hearing.

After Public Hearing and deliberation, the Zoning and Planning Commission unanimously recommended the following language be added to the text of the Elmhurst Zoning Ordinance:

Add new Section 10.4:

## 10.4 BICYCLE PARKING REQUIREMENTS

### 10.4-1 General Requirements

#### a. Location

Bicycle racks shall be located on the same zoning lot as the building or use served. Bicycle racks shall be located such that they are highly visible from the street and/or building entrance with adequate lighting. Bicycle racks intended for the sole use of employees of a property can be located inside of a building or near an employee entrance. Bicycle parking shall be located in designated areas, which minimize pedestrian and vehicular conflicts. Bicycle parking located within an automobile parking area shall be clearly designated and located as close to a building entrance as possible. The bicycle racks and pad are considered accessory structures and must comply with all accessory structure setback requirements. Bicycle parking shall be setback a minimum of four (4) feet when located adjacent to a pedestrian walkway.

**Copies To All  
Elected Officials**

03-01-2012

b. Design Criteria and Dimensions

- Bicyclists must be able to lock their bicycles to the rack with the rack supporting the bicycle in an upright position.
- Bicycle parking shall be provided on an improved hard surface and securely anchored to a supporting surface. Installation of bicycle racks shall also conform to the requirements set forth by the bicycle rack manufacturer.
- Bicycle rack shall be installed with adequate space beside the parked bicycle so that a bicyclist will be able to reach and operate their locking mechanism.
- Parking for bicycles shall include provision for secure storage of bicycles. Such facilities shall provide lockable enclosed lockers or racks or equivalent structures in or upon which the bicycle may be locked by the user. Structures that require a user-supplied locking device shall be designed to accommodate U-shaped locking devices. All lockers must be securely anchored to the ground or building structure. The surfacing of such lockers shall be designed and maintained to be mud and dust free.
- Required bicycle spaces shall be at least two (2) feet by six (6) feet, with a vertical clearance of at least six (6) feet.

c. Shared Bicycle Parking Facilities

Bicycle rack facilities for separate uses may be provided collectively if the total number of spaces so provided is not less than the sum of the separate requirements governing the number of spaces required in relation to the use served. Such facilities shall be located on one of the lots on which a use served is located; provided, that such facilities are also located not more than three-hundred (300) feet walking distance from all of the buildings, structures, or uses of land which such bicycle rack facilities are intended to serve.

10.4-2 Specific Requirements

a. C2 and C3 District Bicycle Parking Regulations

The total number of bicycle parking spaces provided shall be 5% of the total number of parking spaces required for automobile parking for a building or use, or a minimum of two (2) bicycle parking spaces.

The Development, Planning and Zoning Committee concurs with the findings of the Zoning and Planning Commission in that the proposed text amendments will provide an opportunity for bicyclists to secure their bicycle, thereby providing an additional opportunity to patronize businesses in these

two zoning districts. The Committee further noted that the proposed bicycle parking requirement is not cost prohibitive; bicycle rack installation costs much less than a typical automobile parking space.

Therefore, the Development, Planning and Zoning Committee recommends that the City Council approve this request to amend the text of the Elmhurst Zoning Ordinance by adding the proposed bicycle parking requirements in the C2 and C3 Commercial Zoning Districts. The City Attorney is hereby directed to prepare the necessary documents for City Council approval.

Respectfully submitted,  
DEVELOPMENT PLANNING AND ZONING COMMITTEE

Steven Morley /ewmw  
Steven Morley, Chair

Danee Polomsky /good p/B  
Danee Polomsky, Vice Chair

Norman Leader /ewmw  
Norman Leader, Ald. 2<sup>nd</sup> Ward

O-08-2012

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

---

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

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

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

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

Vehicle	VIN Number
1999 Ford F350 Super Duty Truck, Tan	1FTWW33F8XEE63222
1999 Mitsubishi Eclipse RS 2-dr. Black	4A3AK34Y3XE024352
2001 Oldsmobile Alero GL 2 dr. Gold	1G3NL12E41C167375
2003 Mercury Sable LS 4-dr. Black	1MEHM55S83G621589

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

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

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

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

---

Peter P. DiCianni III, Mayor

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

---

Patty Spencer, City Clerk

## **COUNCIL ACTION SUMMARY**

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

**ORIGINATOR:** James A. Grabowski, City Manager

### **DESCRIPTION OF SUBJECT MATTER:**

The City of Elmhurst has been provided the following, a 1999 Ford F350 Super Duty Truck, Tan VIN#1FTWW33F8XEE63222, a 1999 Mitsubishi Eclipse RS 2-dr. Black VIN#4A3AK34Y3XE024352, a 2001 Oldsmobile Alero GL 2-dr. Gold VIN#1G3NL12E41C167375 and a 2003 Mercury Sable LS 4-dr., Black Vin#1MEHM55S83G621589. These vehicles were seized from the drivers under Article 36 Forfeiture for driving offenses. These vehicles serve no police or City purpose and should be declared surplus and auctioned by electronic means or disposed of, and the attached ordinance allows that process to be implemented.

O-09-2012

**AN ORDINANCE TO APPROVE A MUTUAL RELEASE,  
WAIVER AND TERMINATION AGREEMENT  
BY AND BETWEEN THE CITY OF ELMHURST  
AND MORNINGSIDE HAHN, LLC**

---

WHEREAS, the City of Elmhurst ("City") and Morningside Hahn, LLC ("Morningside") are parties to a certain Development Agreement, dated July 21, 2008 ("Development Agreement"), pertaining to redevelopment of certain property within the Downtown Redevelopment Project Area of the City; and

WHEREAS, pursuant to the terms of the Development Agreement, the City and Morningside entered into the Hahn Street Purchase Contract, dated November 6, 2008 ("Hahn Street Contract"), pursuant to the terms of which the City agreed to convey to Morningside certain City-owned property; and

WHEREAS, Morningside has determined that, due to market conditions and financial considerations, it is not feasible to proceed with the development project contemplated under the Development Agreement and Hahn Street Contract; and

WHEREAS, both parties desire to terminate said Development Agreement and Hahn Street Contract.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Elmhurst, DuPage and Cook Counties, Illinois, 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. It is hereby determined that the public interest will be served by approving, entering into and accepting the Mutual Release, Waiver and Termination Agreement, a copy of which Easement Agreement is attached hereto as Exhibit A 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 Mutual Release, Waiver and Termination 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 \_\_\_\_\_, 2012, pursuant to a roll call vote as follows:

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

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

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

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

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2012.

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

ATTESTED and filed in my office,  
this \_\_\_\_ day of \_\_\_\_\_, 2012.

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

**EXHIBIT A**

**MUTUAL RELEASE, WAIVER AND TERMINATION AGREEMENT**

**MUTUAL RELEASE, WAIVER AND TERMINATION AGREEMENT**

THIS MUTUAL RELEASE, WAIVER AND TERMINATION AGREEMENT made this 27<sup>th</sup> day of February, 2012, between the CITY OF ELMHURST, an Illinois municipal corporation (hereinafter the "City") and MORNINGSIDE HAHN, LLC (hereinafter "Morningside").

WHEREAS, the City and Morningside are parties to a certain Development Agreement, dated July 21, 2008 (hereinafter the "Development Agreement"), pertaining to redevelopment of certain property within the Downtown Redevelopment Project Area of the City; and

WHEREAS, pursuant to the terms of the Development Agreement, *inter alia*, the City and Morningside entered into the Hahn Street Purchase Contract, dated November 6, 2008 (hereinafter the "Hahn Street Contract"), pursuant to the terms of which the City agreed to convey to Morningside certain City-owned property; and

WHEREAS, Morningside has determined that, due to market conditions and financial considerations, it is not feasible to proceed with the development project contemplated under the Development Agreement and Hahn Street Contract; and

WHEREAS, both parties hereto desire to terminate said Development Agreement and Hahn Street Contract; and

WHEREAS, in so terminating the Development Agreement and the Hahn Street Contract, the City and Morningside each desire to waive and release the other from any further performance under the terms of the Development Agreement and the Hahn Street Contract and each party waives and releases any and all actions, causes of action, claims, or otherwise which one party may have against the other, by reason of the Development Agreement and the Hahn Street Contract, or their termination.

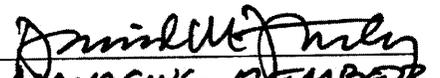
NOW, THEREFORE, IN CONSIDERATION OF the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are hereby incorporated as if fully restated herein.
2. By mutual agreement of the City and Morningside, the Development Agreement and the Hahn Street Contract are hereby terminated and each party is hereby released from any and all obligations to perform under the terms of the Development Agreement and the Hahn Street Contract.
3. The City hereby unconditionally waives, and fully and completely releases, Morningside and its members, employees, agents and assigns from any and all obligations, actions, claims, causes of action, claims, damages and costs arising out of or in any way that may arise under the Development Agreement and the Hahn Street Contract, or by reason of their termination.
4. Morningside hereby unconditionally waives and fully and completely releases the City and its officials, employees, agents and assigns from any and all obligations, actions, claims, actions, causes of action, damages and costs arising out of or in any way that may arise under the Development Agreement and the Hahn Street Contract, or by reason of their termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first written above.

MORNINGSIDE HAHN, LLC

CITY OF ELMHURST

By:   
Its: MANAGING MEMBER

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

ATTEST:

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

## **COUNCIL ACTION SUMMARY**

**SUBJECT:** Ordinance – Approving the Mutual Release, Waiver and Termination Agreement with Morningside Hahn, LLC ("Developer")

**ORIGINATOR:** City Attorney

**DESCRIPTION OF SUBJECT MATTER:**

On February 27, 2012, the Developer submitted its written request to irrevocably withdraw its pending zoning petition, Case No. 08P-16, for the Hahn Street Development. In addition, and in furtherance of their request, the Developer has also executed and submitted to the City the Mutual Release, Waiver and Termination Agreement which is the subject hereto, terminating any and all rights, duties and obligations the City and Developer may have under the current Development Agreement, dated July 21, 2008, and associated Hahn Street Contract, dated November 6, 2008, for the Hahn Street Development.

O-10-2012

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION  
OF A NON-EXCLUSIVE LICENSE AGREEMENT BY AND BETWEEN THE  
SPRING ROAD ASSOCIATION, THE ELMHURST CHAMBER OF COMMERCE AND  
INDUSTRY, AND THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS**

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WHEREAS, the Spring Road Business Association and the Elmhurst Chamber of Commerce and Industry (the "Licensees") seek to utilize the property commonly known as that part of Spring Road located between 567 Spring Road and 447 Spring Road, Elmhurst, Illinois, (the "Property") for its 24th Annual Pet and Bike Parade (the "Event") as described in the Non-Exclusive License Agreement attached hereto as Exhibit "A" (the "License"); 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 Licensees a temporary non-exclusive license to enter on the Property for the purpose of presenting its Event subject to the terms of the License.

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 License, in a form substantially similar to the document attached hereto and made a part hereof as Exhibit "A," is approved and execution of the said License by the Mayor and City Clerk is hereby ratified.

Section 2. That the officials, officers, employees and agents of the City of Elmhurst are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this Ordinance and License.

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

passage and approval in the manner provided by law.

ADOPTED this \_\_\_\_ day of March 2012, pursuant to a roll call vote as follows:

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

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

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

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

APPROVED by me this \_\_\_\_ day of March 2012.

---

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

ATTESTED and filed in my office,  
this \_\_\_\_ day of March 2012.

---

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

**EXHIBIT "A"**

**NON-EXCLUSIVE LICENSE AGREEMENT**

## Non-Exclusive License Agreement

This License Agreement (the "License") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Elmhurst, Illinois, an Illinois municipal corporation (the "Licensor"), the Spring Road Business Association and the Elmhurst Chamber of Commerce and Industry (the "Licensees").

Licensees desire 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 24th Annual Pet and Bike Parade (the "Event"), and the Licensor is willing to grant Licensees a temporary non-exclusive license to do so, on the terms and conditions set forth below.

Licensor hereby grants Licensees and its contractors, subcontractors, invitees, employees and agents (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 19, 2012 at 11:30 AM and ending at 3:00 PM on May 19, 2012 (the "License Term").

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

Licensees 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. Licensees shall prohibit the consumption of open alcoholic beverages on Licensees' parade entries and floats. Licensees 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. Licensees 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. Licensees accept 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 Licensees and the Licensees shall have no right to recover any amounts for said maintenance or repairs from the Licensor. Further, Licensor shall not be liable to Licensees 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, Licensees 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. Licensees 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 Licensees' and Users' use of the Property.

(5) INSURANCE AND INDEMNIFICATION. Licensees shall indemnify and save harmless Licensor and its officials, officers, employees, staff, contractors, agents, representatives, consultants, successors and assigns (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 Licensees or the Users of the Property, or any invitees thereof, under this License, or any acts or omissions of Licensees 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 Licensees' obligations hereunder.

No later than thirty (30) days prior to the Event, the Licensees 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 proof of insurance 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. Licensees 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

**LICENSOR**

City of Elmhurst, an Illinois municipal corporation

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

Attest: \_\_\_\_\_  
Patty Spencer, City Clerk

**LICENSEES**

Spring Road Business Association

By: \_\_\_\_\_  
Pasquale Moreci, President

Elmhurst Chamber of Commerce and Industry

By: \_\_\_\_\_  
John R. Quigley, President





## COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance Approving and Authorizing the Execution of a Non-Exclusive License Agreement by and between the Spring Road Association, the Elmhurst Chamber of Commerce and Industry, 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 "License") by and between Spring Road Business Association, the Elmhurst Chamber of Commerce (the "Licensees"), and the City of Elmhurst. The License grants the Licensees a temporary non-exclusive license to use public property for its 24th Annual Pet and Bike Parade. The License has been reviewed by the City Manager and the City Attorney, and the terms of the License meet the City of Elmhurst's requirements and standards for insurance and indemnification that have been applied to applicants for similar licensing in the past.

O-11-2012

**AN ORDINANCE APPROVING AN ASSIGNMENT  
AND ASSUMPTION OF REAL PROPERTY COMMONLY KNOWN  
AS 260 NORTH YORK STREET, ELMHURST ILLINOIS ("PAULI")**

---

WHEREAS, Morningside Hahn, LLC ("Morningside") is a party to a certain Real Estate Purchase Contract, dated March 14, 2007, as amended (the "Contract"), providing, among other things, for the purchase by Morningside of certain real property commonly known as 260 North York Street, Elmhurst, Illinois 60126 ("Pauli") (the "Premises"); and

WHEREAS, the City of Elmhurst ("City") desires to assume the rights and agrees to be bound by and perform, observe and discharge all of the covenants, conditions, agreements, terms and obligations of Morningside, as Purchaser under the Contract for the Premises, accruing from and after the date hereof, all as set forth in the Assignment and Assumption, a copy of which is attached hereto as Exhibit A and made a part hereof; and

WHEREAS, in order to effectuate such assignment and assumption, the City agrees to reimburse Morningside the sum of Fifty Thousand (\$50,000.00) Dollars, as the refundable earnest money under the Contract.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Elmhurst, DuPage and Cook Counties, Illinois, 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. Acceptance of the Assignment and Assumption of the Contract, pursuant to Exhibit A hereto, regarding the Premises is approved.

SECTION 3. It is hereby determined that the public interest will be served by approving, entering into and accepting the Assignment and Assumption, a copy of which is attached hereto as Exhibit A and made a part hereof.

SECTION 4. 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 Assignment and Assumption.

SECTION 5. The City Mayor is hereby authorized to request a check in the amount of Fifty Thousand (\$50,000.00) Dollars and to be reimbursed to Morningside as the refundable earnest money for the Contract.

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 \_\_\_\_\_, 2012, pursuant to a roll call vote as follows:

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

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

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

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

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2012.

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

ATTESTED and filed in my office,  
this \_\_\_\_ day of \_\_\_\_\_, 2012.

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

**EXHIBIT A**

**ASSIGNMENT AND ASSUMPTION**

ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION (the <sup>HAMN</sup> Assignment") is dated February 27, 2012, by and between ~~WYMAN~~ MORNINGSIDE, LLC, an Illinois limited liability company ("Assignor"), and the CITY OF ELMHURST, an Illinois municipal corporation ("Assignee").

WHEREAS, Assignor is a party to a certain Real Estate Purchase Contract, dated \_\_\_\_\_, with amendments (the "Contract"), providing, among other things, for the purchase by Assignor of certain real property commonly known as \_\_\_\_\_, Elmhurst, Illinois 60126 (the "Premises").

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. In consideration of Assignee's payment to Assignor of Fifty Thousand (\$50,000.00) Dollars as the refundable earnest money for the Contract, Assignor hereby assigns to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Contract, including but not limited to the right to the refundable earnest money under the Contract and any and all due diligence materials derived under the Contract, to have and to hold from and after the date hereof.

2. Assignee hereby assumes and agrees to be bound by and perform, observe and discharge all of the covenants, conditions, agreements, terms and obligations of Assignor under the Contract accruing from and after the date hereof.

3. <sup>To its best knowledge and belief,</sup> Assignor represents and warrants to Assignee that (i) attached is Exhibit "A", a true and correct copy of the Contract, and (ii) the Contract remains in force and effect and that neither party is in default under the Contract, (iii) the Contract is enforceable in accordance with its terms, and (iv) the Contract is duly authorized, valid and enforceable by Assignor. IMA

4. The parties agree to execute, acknowledge and deliver such other or further instruments of transfer or assignment as any party may reasonably require in order to confirm the foregoing, or as may be otherwise reasonably requested by any party to carry out the intent and purposes of this Assignment or the Contract.

5. This Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date and year first above written.

ASSIGNOR:

~~ELM~~ MORNINGSIDE, LLC,  
an Illinois limited liability company

ASSIGNEE:

THE CITY OF ELMHURST,  
an Illinois municipal corporation

By: David M. Juby  
MANAGING MEMBER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**  
**CONTRACT**

## TWENTIETH AMENDMENT TO REAL ESTATE PURCHASE CONTRACT

THIS TWENTIETH AMENDMENT TO REAL ESTATE PURCHASE CONTRACT (this "Amendment") is dated as of January 27, 2012 by and between MORNINGSIDE EQUITIES GROUP, INC. ("Purchaser") and PAULI FAMILY PARTNERSHIP ("Seller").

### RECITALS

Seller and Purchaser have entered into that certain Real Estate Purchase Contract dated March 14, 2007, as amended by that certain First Amendment to Real Estate Purchase Contract dated July 31, 2007, as further amended by that certain Second Amendment to Real Estate Purchase Contract dated August 3, 2007, as further amended by that certain Third Amendment to Real Estate Purchase Contract dated October 29, 2007 as further amended by that certain Fourth Amendment to Real Estate Purchase Contract dated December 19, 2007, as further amended by that certain Fifth Amendment to Real Estate Purchase Contract dated February 25, 2008, as further amended by that certain Sixth Amendment to Real Estate Purchase Contract dated April 30, 2008, as further amended by that certain Seventh Amendment to Real Estate Purchase Contract dated August 29, 2008, as further amended by that certain Eighth Amendment to Real Estate Purchase Contract dated November 26, 2008, as further amended by that Ninth Amendment to Real Estate Purchase Contract dated March 23, 2009, as further amended by that Tenth Amendment to Real Estate Purchase Contract dated July 13, 2009, as further amended by that Eleventh Amendment to Real Estate Purchase Contract dated November 9, 2009, as further amended by that Twelfth Amendment to Real Estate Purchase Contract dated May 5, 2010, as further amended by that Thirteenth Amendment to Real Estate Purchase Contract dated November 24, 2010, as further amended by that Fourteenth Amendment to Real Estate Purchase Contract dated February 28, 2011, as further amended by that Fifteenth Amendment to Real Estate Purchase Contract dated March 31, 2011, as further amended by that Sixteenth Amendment to Real Estate Purchase Contract dated April 28, 2011, as further amended by that Seventeenth Amendment to Real Estate Purchase Contract dated May 26, 2011, as further amended by that Eighteenth Amendment to Real Estate Purchase Contract dated July 26, 2011, and as further amended by that Nineteenth Amendment to Real Estate Purchase Contract dated November 30, 2011 (collectively, the "Contract") relating to the purchase of the premises commonly known as 260 N. York Road, Elmhurst, Illinois (the "Property") which Property is more specifically described in the Contract. Purchaser and Seller now desire to amend the Contract in certain respects as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller and Purchaser agree as follows:

1. Any capitalized term used herein, but not defined herein, shall have the meaning given to such term in the Contract.
2. The Effective Date of this Amendment shall be January 27, 2012.
3. Investigation Period. Section 5 of the Contract is hereby amended to provide that the Investigation Period shall be extended from 3:00 p.m. (CST) on January 31, 2012 to 3:00 pm (CST) on May 31, 2012.
4. Environmental Condition. Section 6 of the Contract is hereby amended to read as follows:

Environmental Condition. Seller and Purchaser hereby acknowledge and agree that there is a leaking underground storage tank incident at the Property known as incident number 20040998 (the "LUST Incident"). In connection therewith, Seller engaged TriCore

Environmental, LLC ("TriCore") to prepare an environmental summary of the LUST Incident, and except as set forth below, Seller shall be responsible for all costs incurred in connection with TriCore's services. Purchaser acknowledges that it has reviewed and approved the Site Investigation and Completion Report for the LUST Incident at the Property ("SICR") and the Corrective Action Plan for the LUST Incident at the Property ("CAP"), which CAP was amended to comply with Purchaser's requirements for its proposed development at the Property ("Amended CAP"). On or about May 23, 2007 Seller submitted the Amended CAP and SICR to the Illinois Environmental Protective Agency ("IEPA") and, on or about July 17, 2007, the IEPA rejected the Amended CAP for failure to conform with certain IEPA requirements ("IEPA Requirements") as set forth on the IEPA's letter. Seller hereby agrees to revise the Amended CAP ("Second Amended CAP") to conform with the IEPA's Requirements and resubmit the Second Amended CAP to the IEPA for approval, subject to the following:

(a) Second Amended CAP Review Period. Seller shall deliver to Purchaser the Second Amended CAP within one hundred twenty-five (125) days following the Effective Date of this Amendment. Purchaser shall have the right to review the Second Amended CAP, and within five (5) business days following Purchaser's receipt of the Second Amended CAP, Purchaser shall notify Seller that either (i) Purchaser approves the Second Amended CAP or (ii) Purchaser disapproves the Second Amended Cap, provided, however, Purchaser may only disapprove those items related solely to Purchaser's requirements for its proposed development at the Property ("CAP Requirements"). In the event Purchaser does not approve the Second Amended CAP, Seller shall, within five (5) business days after receipt of Purchaser's notice of such disapproval amend the Second Amended CAP to comply with Purchaser's CAP Requirements and deliver to Purchaser the revised Second Amendment CAP, which Purchaser shall approve or disapprove in writing. The parties acknowledge that the additional costs incurred in preparation of the Second Amended CAP to comply with the IEPA Requirements will be reimbursable from the LUST Fund. In the event the Closing occurs, Seller shall credit Purchaser at Closing for Purchaser's costs incurred in connection with the Amended CAP.

(b) IEPA Approval Period. Following Seller's receipt of Purchaser's approval of the Second Amended CAP and continuing for a period of ninety (90) days thereafter ("IEPA Approval Period") Seller shall obtain the approval of the Second Amended CAP for the LUST Incident (the "IEPA Approval") from the Illinois Environmental Protective Agency ("IEPA") that is either unconditional or which contains conditions that are not inconsistent with Purchaser's CAP Requirements. During the IEPA Approval Period, Seller shall submit the Second Amended CAP to the IEPA and copy Purchaser on all correspondence related thereto and Seller shall not modify or amend the Second Amended CAP without first notifying Purchaser in writing and obtaining Purchaser's written consent thereto. Moreover, Seller shall make any such modifications or amendments to the Second Amended CAP as required by the IEPA, unless such modifications or amendments are inconsistent with Purchaser's CAP Requirements. Within five (5) business days after Seller notifies Purchaser of any proposed modification or amendment to the Second Amended CAP, Purchaser shall notify Seller in writing as to whether Purchaser consents to such modification or amendment. If Purchaser does not consent to such modification or amendment to the Second Amended CAP and such modification or amendment is required by the IEPA to obtain IEPA Approval, Seller shall, within five (5) days of receipt of Purchaser's

notice to Seller, notify Purchaser in writing whether Seller elects to terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder. If Purchaser does not consent to such modification or amendment to the Second Amended CAP, Purchaser shall, within said five (5) business period, provided such modifications or amendments are inconsistent with Purchaser's Requirements, notify Seller in writing whether Purchaser elects to terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder. Notwithstanding the foregoing, Purchaser shall not withhold its approval of the amendment or modification to the Second Amended CAP provided that such modification or amendment is required by the IEPA and is not inconsistent with Purchaser's CAP Requirements. Prior to the expiration of the IEPA Approval Period, Seller shall deliver a copy of the IEPA Approval to Purchaser. In the event Seller does not receive the IEPA Approval during the IEPA Approval Period either Seller, provided Seller has otherwise diligently pursued to obtain said approval, or Purchaser shall have the right to extend the IEPA Approval Period for two (2) consecutive thirty (30) day periods, provided written notice is given to the other party prior to the expiration of the IEPA Approval Period, however, in no event shall the IEPA Approval Period be extended later than July 31, 2012. In the event Seller fails to deliver the IEPA Approval to Purchaser during the IEPA Approval Period or any extension thereof, or if Seller fails to make the modifications or amendments as required by the IEPA during the IEPA Approval Period of any extension thereof, Purchaser shall have the right to terminate this Contract by giving written notice to Seller within five (5) days following the expiration of the IEPA Approval Period. If Purchaser elects to terminate this Contract pursuant to this Section 6(b), (i) all Earnest Money shall be returned to Purchaser; and (ii) the parties shall be released of all of their obligations hereunder. In the alternative, Purchaser may elect to proceed to close this transaction without having first obtained the IEPA Approval by delivering written notice to Seller of Purchaser's election within five (5) days following the expiration of the IEPA Approval Period.

(c) Remediation/Indemnity. If the transaction contemplated herein occurs, at the Closing, Purchaser shall execute a Leaking Underground Storage Tank Program Election to Proceed as Owner Form ("LPC 629") for the Property and following the Closing, Purchaser shall be responsible for performing remediation of the LUST Incident and obtaining a no further remediation letter from the IEPA, including the payment of all costs in connection with services related to such remediation, where such services are incurred after Purchaser's receipt of the IEPA Approval during the IEPA Approval Period. Purchaser shall indemnify and hold Seller harmless from and against all claims arising out of Purchaser's negligence or recklessness in connection with its remediation of the LUST Incident."

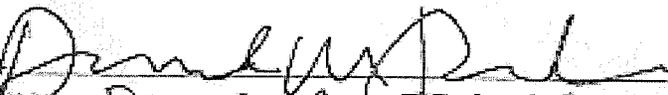
5. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of Seller and Purchaser. The terms and provisions of the Contract not specifically modified by this Amendment shall remain in full force and effect and shall not be construed to have been modified, waived, discharged or otherwise altered by this Amendment. The terms and provisions of the Contract are incorporated herein by reference as if fully stated herein. To the extent the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original but

all of which together shall constitute one and the same instrument. This Amendment may be executed via facsimile transmission and all facsimile signatures shall be deemed originals for all purposes.

IN WITNESS WHEREOF, this Twentieth Amendment has been executed by the parties hereto as of the date first above written.

PURCHASER:

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

By:   
Name: DAVID M. CROSSBERG  
Title: PRESIDENT

SELLER:

PAULI FAMILY PARTNERSHIP,  
an Illinois partnership

By: \_\_\_\_\_  
Name: Anne Spencer  
Title: Managing Partner

all of which together shall constitute one and the same instrument. This Amendment may be executed via facsimile transmission and all facsimile signatures shall be deemed originals for all purposes.

IN WITNESS WHEREOF, this Twentieth Amendment has been executed by the parties hereto as of the date first above written.

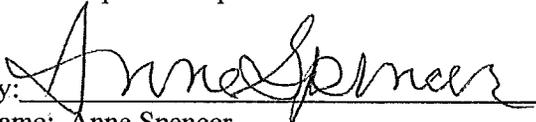
PURCHASER:

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SELLER:

PAULI FAMILY PARTNERSHIP,  
an Illinois partnership

By:   
Name: Anne Spencer  
Title: Managing Partner

## NINETEENTH AMENDMENT TO REAL ESTATE PURCHASE CONTRACT

THIS NINETEENTH AMENDMENT TO REAL ESTATE PURCHASE CONTRACT (this "Amendment") is dated as of November 30, 2011 by and between MORNINGSIDE EQUITIES GROUP, INC. ("Purchaser") and PAULI FAMILY PARTNERSHIP ("Seller").

### RECITALS

Seller and Purchaser have entered into that certain Real Estate Purchase Contract dated March 14, 2007, as amended by that certain First Amendment to Real Estate Purchase Contract dated July 31, 2007, as further amended by that certain Second Amendment to Real Estate Purchase Contract dated August 3, 2007, as further amended by that certain Third Amendment to Real Estate Purchase Contract dated October 29, 2007 as further amended by that certain Fourth Amendment to Real Estate Purchase Contract dated December 19, 2007, as further amended by that certain Fifth Amendment to Real Estate Purchase Contract dated February 25, 2008, as further amended by that certain Sixth Amendment to Real Estate Purchase Contract dated April 30, 2008, as further amended by that certain Seventh Amendment to Real Estate Purchase Contract dated August 29, 2008, as further amended by that certain Eighth Amendment to Real Estate Purchase Contract dated November 26, 2008, as further amended by that Ninth Amendment to Real Estate Purchase Contract dated March 23, 2009, as further amended by that Tenth Amendment to Real Estate Purchase Contract dated July 13, 2009, as further amended by that Eleventh Amendment to Real Estate Purchase Contract dated November 9, 2009, as further amended by that Twelfth Amendment to Real Estate Purchase Contract dated May 5, 2010, as further amended by that Thirteenth Amendment to Real Estate Purchase Contract dated November 24, 2010, as further amended by that Fourteenth Amendment to Real Estate Purchase Contract dated February 28, 2011, as further amended by that Fifteenth Amendment to Real Estate Purchase Contract dated March 31, 2011, as further amended by that Sixteenth Amendment to Real Estate Purchase Contract dated April 28, 2011, as further amended by that Seventeenth Amendment to Real Estate Purchase Contract dated May 26, 2011, and as further amended by that Eighteenth Amendment to Real Estate Purchase Contract dated July 26, 2011 (collectively, the "Contract") relating to the purchase of the premises commonly known as 260 N. York Road, Elmhurst, Illinois (the "Property") which Property is more specifically described in the Contract. Purchaser and Seller now desire to amend the Contract in certain respects as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller and Purchaser agree as follows:

1. Any capitalized term used herein, but not defined herein, shall have the meaning given to such term in the Contract.
2. The Effective Date of this Amendment shall be November 30, 2011.
3. Investigation Period. Section 5 of the Contract is hereby amended to provide that the Investigation Period shall be extended from 3:00 p.m. (CST) on November 30, 2011 to 3:00 pm (CST) on January 31, 2012.
4. Environmental Condition. Section 6 of the Contract is hereby amended to read as follows:

"Environmental Condition. Seller and Purchaser hereby acknowledge and agree that there is a leaking underground storage tank incident at the Property known as incident number 20040998 (the "LUST Incident"). In connection therewith, Seller engaged TriCore Environmental, LLC ("TriCore") to prepare an environmental summary of the LUST Incident,

and except as set forth below, Seller shall be responsible for all costs incurred in connection with TriCore's services. Purchaser acknowledges that it has reviewed and approved the Site Investigation and Completion Report for the LUST Incident at the Property ("SICR") and the Corrective Action Plan for the LUST Incident at the Property ("CAP"), which CAP was amended to comply with Purchaser's requirements for its proposed development at the Property ("Amended CAP"). On or about May 23, 2007 Seller submitted the Amended CAP and SICR to the Illinois Environmental Protective Agency ("IEPA") and, on or about July 17, 2007, the IEPA rejected the Amended CAP for failure to conform with certain IEPA requirements ("IEPA Requirements") as set forth on the IEPA's letter. Seller hereby agrees to revise the Amended CAP ("Second Amended CAP") to conform with the IEPA's Requirements and resubmit the Second Amended CAP to the IEPA for approval, subject to the following:

(a) Second Amended CAP Review Period. Seller shall deliver to Purchaser the Second Amended CAP within one hundred twenty-five (125) days following the Effective Date of this Amendment. Purchaser shall have the right to review the Second Amended CAP, and within five (5) business days following Purchaser's receipt of the Second Amended CAP, Purchaser shall notify Seller that either (i) Purchaser approves the Second Amended CAP or (ii) Purchaser disapproves the Second Amended CAP, provided, however, Purchaser may only disapprove those items related solely to Purchaser's requirements for its proposed development at the Property ("CAP Requirements"). In the event Purchaser does not approve the Second Amended CAP, Seller shall, within five (5) business days after receipt of Purchaser's notice of such disapproval amend the Second Amended CAP to comply with Purchaser's CAP Requirements and deliver to Purchaser the revised Second Amendment CAP, which Purchaser shall approve or disapprove in writing. The parties acknowledge that the additional costs incurred in preparation of the Second Amended CAP to comply with the IEPA Requirements will be reimbursable from the LUST Fund. In the event the Closing occurs, Seller shall credit Purchaser at Closing for Purchaser's costs incurred in connection with the Amended CAP.

(b) IEPA Approval Period. Following Seller's receipt of Purchaser's approval of the Second Amended CAP and continuing for a period of ninety (90) days thereafter ("IEPA Approval Period") Seller shall obtain the approval of the Second Amended CAP for the LUST Incident (the "IEPA Approval") from the Illinois Environmental Protective Agency ("IEPA") that is either unconditional or which contains conditions that are not inconsistent with Purchaser's CAP Requirements. During the IEPA Approval Period, Seller shall submit the Second Amended CAP to the IEPA and copy Purchaser on all correspondence related thereto and Seller shall not modify or amend the Second Amended CAP without first notifying Purchaser in writing and obtaining Purchaser's written consent thereto. Moreover, Seller shall make any such modifications or amendments to the Second Amended CAP as required by the IEPA, unless such modifications or amendments are inconsistent with Purchaser's CAP Requirements. Within five (5) business days after Seller notifies Purchaser of any proposed modification or amendment to the Second Amended CAP, Purchaser shall notify Seller in writing as to whether Purchaser consents to such modification or amendment. If Purchaser does not consent to such modification or amendment to the Second Amended CAP and such modification or amendment is required by the IEPA to obtain IEPA Approval, Seller shall, within five (5) days of receipt of Purchaser's notice to Seller, notify Purchaser in writing whether Seller elects to terminate this

Contract in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder. If Purchaser does not consent to such modification or amendment to the Second Amended CAP, Purchaser shall, within said five (5) business period, provided such modifications or amendments are inconsistent with Purchaser's Requirements, notify Seller in writing whether Purchaser elects to terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder. Notwithstanding the foregoing, Purchaser shall not withhold its approval of the amendment or modification to the Second Amended CAP provided that such modification or amendment is required by the IEPA and is not inconsistent with Purchaser's CAP Requirements. Prior to the expiration of the IEPA Approval Period, Seller shall deliver a copy of the IEPA Approval to Purchaser. In the event Seller does not receive the IEPA Approval during the IEPA Approval Period either Seller, provided Seller has otherwise diligently pursued to obtain said approval, or Purchaser shall have the right to extend the IEPA Approval Period for two (2) consecutive thirty (30) day periods, provided written notice is given to the other party prior to the expiration of the IEPA Approval Period, however, in no event shall the IEPA Approval Period be extended later than March 30, 2012. In the event Seller fails to deliver the IEPA Approval to Purchaser during the IEPA Approval Period or any extension thereof, or if Seller fails to make the modifications or amendments as required by the IEPA during the IEPA Approval Period of any extension thereof, Purchaser shall have the right to terminate this Contract by giving written notice to Seller within five (5) days following the expiration of the IEPA Approval Period. If Purchaser elects to terminate this Contract pursuant to this Section 6(b), (i) all Earnest Money shall be returned to Purchaser; and (ii) the parties shall be released of all of their obligations hereunder. In the alternative, Purchaser may elect to proceed to close this transaction without having first obtained the IEPA Approval by delivering written notice to Seller of Purchaser's election within five (5) days following the expiration of the IEPA Approval Period.

(c) Remediation/Indemnity. If the transaction contemplated herein occurs, at the Closing, Purchaser shall execute a Leaking Underground Storage Tank Program Election to Proceed as Owner Form ("LPC 629") for the Property and following the Closing, Purchaser shall be responsible for performing remediation of the LUST Incident and obtaining a no further remediation letter from the IEPA, including the payment of all costs in connection with services related to such remediation, where such services are incurred after Purchaser's receipt of the IEPA Approval during the IEPA Approval Period. Purchaser shall indemnify and hold Seller harmless from and against all claims arising out of Purchaser's negligence or recklessness in connection with its remediation of the LUST Incident."

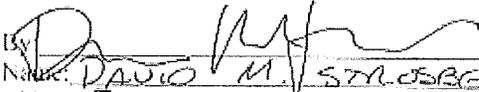
5. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of Seller and Purchaser. The terms and provisions of the Contract not specifically modified by this Amendment shall remain in full force and effect and shall not be construed to have been modified, waived, discharged or otherwise altered by this Amendment. The terms and provisions of the Contract are incorporated herein by reference as if fully stated herein. To the extent the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. This Amendment may be executed via

facsimile transmission and all facsimile signatures shall be deemed originals for all purposes.

IN WITNESS WHEREOF, this Nineteenth Amendment has been executed by the parties hereto as of the date first above written.

PURCHASER:

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

By:   
Name: DAVID M. STROBBERS  
Title: PRESIDENT

SELLER:

PAUL I FAMILY PARTNERSHIP,  
an Illinois partnership

By: \_\_\_\_\_  
Name: Anne Spencer  
Title: Managing Partner

facsimile transmission and all facsimile signatures shall be deemed originals for all purposes.

IN WITNESS WHEREOF, this Nineteenth Amendment has been executed by the parties hereto as of the date first above written.

PURCHASER:

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SELLER:

PAULI FAMILY PARTNERSHIP,  
an Illinois partnership

By: Anne Spencer  
Name: Anne Spencer  
Title: Managing Partner

## **EIGHTEENTH AMENDMENT TO REAL ESTATE PURCHASE CONTRACT**

THIS EIGHTEENTH AMENDMENT TO REAL ESTATE PURCHASE CONTRACT (this "Amendment") is dated as of July 26, 2011 by and between MORNINGSIDE EQUITIES GROUP, INC. ("Purchaser") and PAULI FAMILY PARTNERSHIP ("Seller").

### **RECITALS**

Seller and Purchaser have entered into that certain Real Estate Purchase Contract dated March 14, 2007, as amended by that certain First Amendment to Real Estate Purchase Contract dated July 31, 2007, as further amended by that certain Second Amendment to Real Estate Purchase Contract dated August 3, 2007, as further amended by that certain Third Amendment to Real Estate Purchase Contract dated October 29, 2007 as further amended by that certain Fourth Amendment to Real Estate Purchase Contract dated December 19, 2007, as further amended by that certain Fifth Amendment to Real Estate Purchase Contract dated February 25, 2008, as further amended by that certain Sixth Amendment to Real Estate Purchase Contract dated April 30, 2008, as further amended by that certain Seventh Amendment to Real Estate Purchase Contract dated August 29, 2008, as further amended by that certain Eighth Amendment to Real Estate Purchase Contract dated November 26, 2008, as further amended by that Ninth Amendment to Real Estate Purchase Contract dated March 23, 2009, as further amended by that Tenth Amendment to Real Estate Purchase Contract dated July 13, 2009, as further amended by that Eleventh Amendment to Real Estate Purchase Contract dated November 9, 2009, as further amended by that Twelfth Amendment to Real Estate Purchase Contract dated May 5, 2010, as further amended by that Thirteenth Amendment to Real Estate Purchase Contract dated November 24, 2010, as further amended by that Fourteenth Amendment to Real Estate Purchase Contract dated February 28, 2011, as further amended by that Fifteenth Amendment to Real Estate Purchase Contract dated March 31, 2011, as further amended by that Sixteenth Amendment to Real Estate Purchase Contract dated April 28, 2011, and as further amended by that Seventeenth Amendment to Real Estate Purchase Contract dated May 26, 2011 (collectively, the "Contract") relating to the purchase of the premises commonly known as 260 N. York Road, Elmhurst, Illinois (the "Property") which Property is more specifically described in the Contract. Purchaser and Seller now desire to amend the Contract in certain respects as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller and Purchaser agree as follows:

1. Any capitalized term used herein, but not defined herein, shall have the meaning given to such term in the Contract.
2. The Effective Date of this Amendment shall be July 26, 2011.
3. Investigation Period. Section 5 of the Contract is hereby amended to provide that the Investigation Period shall be extended from 3:00 p.m. (CST) on July 29, 2011 to 3:00 pm (CST) on November 30, 2011.
4. Environmental Condition. Section 6 of the Contract is hereby amended to read as follows:

"Environmental Condition. Seller and Purchaser hereby acknowledge and agree that there is a leaking underground storage tank incident at the Property known as incident number 20040998 (the "LUST Incident"). In connection therewith, Seller engaged TriCore Environmental, LLC ("TriCore") to prepare an environmental summary of the LUST Incident, and except as set forth below, Seller shall be responsible for all costs incurred in connection

with TriCore's services. Purchaser acknowledges that it has reviewed and approved the Site Investigation and Completion Report for the LUST Incident at the Property ("SICR") and the Corrective Action Plan for the LUST Incident at the Property ("CAP"), which CAP was amended to comply with Purchaser's requirements for its proposed development at the Property ("Amended CAP"). On or about May 23, 2007 Seller submitted the Amended CAP and SICR to the Illinois Environmental Protective Agency ("IEPA") and, on or about July 17, 2007, the IEPA rejected the Amended CAP for failure to conform with certain IEPA requirements ("IEPA Requirements") as set forth on the IEPA's letter. Seller hereby agrees to revise the Amended CAP ("Second Amended CAP") to conform with the IEPA's Requirements and resubmit the Second Amended CAP to the IEPA for approval, subject to the following:

(a) Second Amended CAP Review Period. Seller shall deliver to Purchaser the Second Amended CAP within one hundred twenty-five (125) days following the Effective Date of this Amendment. Purchaser shall have the right to review the Second Amended CAP, and within five (5) business days following Purchaser's receipt of the Second Amended CAP, Purchaser shall notify Seller that either (i) Purchaser approves the Second Amended CAP or (ii) Purchaser disapproves the Second Amended CAP, provided, however, Purchaser may only disapprove those items related solely to Purchaser's requirements for its proposed development at the Property ("CAP Requirements"). In the event Purchaser does not approve the Second Amended CAP, Seller shall, within five (5) business days after receipt of Purchaser's notice of such disapproval amend the Second Amended CAP to comply with Purchaser's CAP Requirements and deliver to Purchaser the revised Second Amendment CAP, which Purchaser shall approve or disapprove in writing. The parties acknowledge that the additional costs incurred in preparation of the Second Amended CAP to comply with the IEPA Requirements will be reimbursable from the LUST Fund. In the event the Closing occurs, Seller shall credit Purchaser at Closing for Purchaser's costs incurred in connection with the Amended CAP.

(b) IEPA Approval Period. Following Seller's receipt of Purchaser's approval of the Second Amended CAP and continuing for a period of ninety (90) days thereafter ("IEPA Approval Period") Seller shall obtain the approval of the Second Amended CAP for the LUST Incident (the "IEPA Approval") from the Illinois Environmental Protective Agency ("IEPA") that is either unconditional or which contains conditions that are not inconsistent with Purchaser's CAP Requirements. During the IEPA Approval Period, Seller shall submit the Second Amended CAP to the IEPA and copy Purchaser on all correspondence related thereto and Seller shall not modify or amend the Second Amended CAP without first notifying Purchaser in writing and obtaining Purchaser's written consent thereto. Moreover, Seller shall make any such modifications or amendments to the Second Amended CAP as required by the IEPA, unless such modifications or amendments are inconsistent with Purchaser's CAP Requirements. Within five (5) business days after Seller notifies Purchaser of any proposed modification or amendment to the Second Amended CAP, Purchaser shall notify Seller in writing as to whether Purchaser consents to such modification or amendment. If Purchaser does not consent to such modification or amendment to the Second Amended CAP and such modification or amendment is required by the IEPA to obtain IEPA Approval, Seller shall, within five (5) days of receipt of Purchaser's notice to Seller, notify Purchaser in writing whether Seller elects to terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the

parties shall be released of all of their obligations hereunder. If Purchaser does not consent to such modification or amendment to the Second Amended CAP, Purchaser shall, within said five (5) business period, provided such modifications or amendments are inconsistent with Purchaser's Requirements, notify Seller in writing whether Purchaser elects to terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder. Notwithstanding the foregoing, Purchaser shall not withhold its approval of the amendment or modification to the Second Amended CAP provided that such modification or amendment is required by the IEPA and is not inconsistent with Purchaser's CAP Requirements. Prior to the expiration of the IEPA Approval Period, Seller shall deliver a copy of the IEPA Approval to Purchaser. In the event Seller does not receive the IEPA Approval during the IEPA Approval Period either Seller, provided Seller has otherwise diligently pursued to obtain said approval, or Purchaser shall have the right to extend the IEPA Approval Period for two (2) consecutive thirty (30) day periods, provided written notice is given to the other party prior to the expiration of the IEPA Approval Period, however, in no event shall the IEPA Approval Period be extended later than January 30, 2012. In the event Seller fails to deliver the IEPA Approval to Purchaser during the IEPA Approval Period or any extension thereof, or if Seller fails to make the modifications or amendments as required by the IEPA during the IEPA Approval Period of any extension thereof, Purchaser shall have the right to terminate this Contract by giving written notice to Seller within five (5) days following the expiration of the IEPA Approval Period. If Purchaser elects to terminate this Contract pursuant to this Section 6(b), (i) all Earnest Money shall be returned to Purchaser; and (ii) the parties shall be released of all of their obligations hereunder. In the alternative, Purchaser may elect to proceed to close this transaction without having first obtained the IEPA Approval by delivering written notice to Seller of Purchaser's election within five (5) days following the expiration of the IEPA Approval Period.

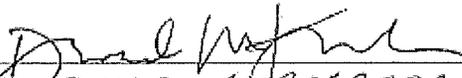
(c) Remediation/Indemnity. If the transaction contemplated herein occurs, at the Closing, Purchaser shall execute a Leaking Underground Storage Tank Program Election to Proceed as Owner Form ("LPC 629") for the Property and following the Closing, Purchaser shall be responsible for performing remediation of the LUST Incident and obtaining a no further remediation letter from the IEPA, including the payment of all costs in connection with services related to such remediation, where such services are incurred after Purchaser's receipt of the IEPA Approval during the IEPA Approval Period. Purchaser shall indemnify and hold Seller harmless from and against all claims arising out of Purchaser's negligence or recklessness in connection with its remediation of the LUST Incident."

5. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of Seller and Purchaser. The terms and provisions of the Contract not specifically modified by this Amendment shall remain in full force and effect and shall not be construed to have been modified, waived, discharged or otherwise altered by this Amendment. The terms and provisions of the Contract are incorporated herein by reference as if fully stated herein. To the extent the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. This Amendment may be executed via facsimile transmission and all facsimile signatures shall be deemed originals for all purposes.

IN WITNESS WHEREOF, this Eighteenth Amendment has been executed by the parties hereto as of the date first above written.

PURCHASER:

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

By:   
Name: DAVID STROSBERG  
Title: PRESIDENT

SELLER:

PAULI FAMILY PARTNERSHIP,  
an Illinois partnership

By: \_\_\_\_\_  
Name: Anne Spencer  
Title: Managing Partner

IN WITNESS WHEREOF, this Eighteenth Amendment has been executed by the parties hereto as of the date first above written.

PURCHASER:

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SELLER:

PAULI FAMILY PARTNERSHIP,  
an Illinois partnership

By: Anne Spencer  
Name: Anne Spencer  
Title: Managing Partner

## SEVENTEENTH AMENDMENT TO REAL ESTATE PURCHASE CONTRACT

THIS SEVENTEENTH AMENDMENT TO REAL ESTATE PURCHASE CONTRACT (this "Amendment") is dated as of May 26, 2011 by and between MORNINGSIDE EQUITIES GROUP, INC. ("Purchaser") and PAULI FAMILY PARTNERSHIP ("Seller").

### RECITALS

Seller and Purchaser have entered into that certain Real Estate Purchase Contract dated March 14, 2007, as amended by that certain First Amendment to Real Estate Purchase Contract dated July 31, 2007, as further amended by that certain Second Amendment to Real Estate Purchase Contract dated August 3, 2007, as further amended by that certain Third Amendment to Real Estate Purchase Contract dated October 29, 2007 as further amended by that certain Fourth Amendment to Real Estate Purchase Contract dated December 19, 2007, as further amended by that certain Fifth Amendment to Real Estate Purchase Contract dated February 25, 2008, as further amended by that certain Sixth Amendment to Real Estate Purchase Contract dated April 30, 2008, as further amended by that certain Seventh Amendment to Real Estate Purchase Contract dated August 29, 2008, as further amended by that certain Eighth Amendment to Real Estate Purchase Contract dated November 26, 2008, as further amended by that Ninth Amendment to Real Estate Purchase Contract dated March 23, 2009, as further amended by that Tenth Amendment to Real Estate Purchase Contract dated July 13, 2009, as further amended by that Eleventh Amendment to Real Estate Purchase Contract dated November 9, 2009, as further amended by that Twelfth Amendment to Real Estate Purchase Contract dated May 5, 2010, as further amended by that Thirteenth Amendment to Real Estate Purchase Contract dated November 24, 2010, as further amended by that Fourteenth Amendment to Real Estate Purchase Contract dated February 28, 2011, as further amended by that Fifteenth Amendment to Real Estate Purchase Contract dated March 31, 2011, and as further amended by that Sixteenth Amendment to Real Estate Purchase Contract dated April 28, 2011 (collectively, the "Contract") relating to the purchase of the premises commonly known as 260 N. York Road, Elmhurst, Illinois (the "Property") which Property is more specifically described in the Contract. Purchaser and Seller now desire to amend the Contract in certain respects as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller and Purchaser agree as follows:

1. Any capitalized term used herein, but not defined herein, shall have the meaning given to such term in the Contract.
2. The Effective Date of this Amendment shall be May 26, 2011.
3. Investigation Period. Section 5 of the Contract is hereby amended to provide that the Investigation Period shall be extended from 3:00 p.m. (CST) on May 31, 2011 to 3:00 pm (CST) on July 29, 2011.
4. Environmental Condition. Section 6 of the Contract is hereby amended to read as follows:

"Environmental Condition. Seller and Purchaser hereby acknowledge and agree that there is a leaking underground storage tank incident at the Property known as incident number 20040998 (the "LUST Incident"). In connection therewith, Seller engaged TriCore Environmental, LLC ("TriCore") to prepare an environmental summary of the LUST Incident, and except as set forth below, Seller shall be responsible for all costs incurred in connection

with TriCore's services. Purchaser acknowledges that it has reviewed and approved the Site Investigation and Completion Report for the LUST Incident at the Property ("SICR") and the Corrective Action Plan for the LUST Incident at the Property ("CAP"), which CAP was amended to comply with Purchaser's requirements for its proposed development at the Property ("Amended CAP"). On or about May 23, 2007 Seller submitted the Amended CAP and SICR to the Illinois Environmental Protective Agency ("IEPA") and, on or about July 17, 2007, the IEPA rejected the Amended CAP for failure to conform with certain IEPA requirements ("IEPA Requirements") as set forth on the IEPA's letter. Seller hereby agrees to revise the Amended CAP ("Second Amended CAP") to conform with the IEPA's Requirements and resubmit the Second Amended CAP to the IEPA for approval, subject to the following:

(a) Second Amended CAP Review Period. Seller shall deliver to Purchaser the Second Amended CAP within one hundred twenty-five (125) days following the Effective Date of this Amendment. Purchaser shall have the right to review the Second Amended CAP, and within five (5) business days following Purchaser's receipt of the Second Amended CAP, Purchaser shall notify Seller that either (i) Purchaser approves the Second Amended CAP or (ii) Purchaser disapproves the Second Amended Cap, provided, however, Purchaser may only disapprove those items related solely to Purchaser's requirements for its proposed development at the Property ("CAP Requirements"). In the event Purchaser does not approve the Second Amended CAP, Seller shall, within five (5) business days after receipt of Purchaser's notice of such disapproval amend the Second Amended CAP to comply with Purchaser's CAP Requirements and deliver to Purchaser the revised Second Amendment CAP, which Purchaser shall approve or disapprove in writing. The parties acknowledge that the additional costs incurred in preparation of the Second Amended CAP to comply with the IEPA Requirements will be reimbursable from the LUST Fund. In the event the Closing occurs, Seller shall credit Purchaser at Closing for Purchaser's costs incurred in connection with the Amended CAP.

(b) IEPA Approval Period. Following Seller's receipt of Purchaser's approval of the Second Amended CAP and continuing for a period of ninety (90) days thereafter ("IEPA Approval Period") Seller shall obtain the approval of the Second Amended CAP for the LUST Incident (the "IEPA Approval") from the Illinois Environmental Protective Agency ("IEPA") that is either unconditional or which contains conditions that are not inconsistent with Purchaser's CAP Requirements. During the IEPA Approval Period, Seller shall submit the Second Amended CAP to the IEPA and copy Purchaser on all correspondence related thereto and Seller shall not modify or amend the Second Amended CAP without first notifying Purchaser in writing and obtaining Purchaser's written consent thereto. Moreover, Seller shall make any such modifications or amendments to the Second Amended CAP as required by the IEPA, unless such modifications or amendments are inconsistent with Purchaser's CAP Requirements. Within five (5) business days after Seller notifies Purchaser of any proposed modification or amendment to the Second Amended CAP, Purchaser shall notify Seller in writing as to whether Purchaser consents to such modification or amendment. If Purchaser does not consent to such modification or amendment to the Second Amended CAP and such modification or amendment is required by the IEPA to obtain IEPA Approval, Seller shall, within five (5) days of receipt of Purchaser's notice to Seller, notify Purchaser in writing whether Seller elects to terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the

parties shall be released of all of their obligations hereunder. If Purchaser does not consent to such modification or amendment to the Second Amended CAP, Purchaser shall, within said five (5) business period, provided such modifications or amendments are inconsistent with Purchaser's Requirements, notify Seller in writing whether Purchaser elects to terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder. Notwithstanding the foregoing, Purchaser shall not withhold its approval of the amendment or modification to the Second Amended CAP provided that such modification or amendment is required by the IEPA and is not inconsistent with Purchaser's CAP Requirements. Prior to the expiration of the IEPA Approval Period, Seller shall deliver a copy of the IEPA Approval to Purchaser. In the event Seller does not receive the IEPA Approval during the IEPA Approval Period either Seller, provided Seller has otherwise diligently pursued to obtain said approval, or Purchaser shall have the right to extend the IEPA Approval Period for two (2) consecutive thirty (30) day periods, provided written notice is given to the other party prior to the expiration of the IEPA Approval Period, however, in no event shall the IEPA Approval Period be extended later than October 30, 2011. In the event Seller fails to deliver the IEPA Approval to Purchaser during the IEPA Approval Period or any extension thereof, or if Seller fails to make the modifications or amendments as required by the IEPA during the IEPA Approval Period of any extension thereof, Purchaser shall have the right to terminate this Contract by giving written notice to Seller within five (5) days following the expiration of the IEPA Approval Period. If Purchaser elects to terminate this Contract pursuant to this Section 6(b), (i) all Earnest Money shall be returned to Purchaser; and (ii) the parties shall be released of all of their obligations hereunder. In the alternative, Purchaser may elect to proceed to close this transaction without having first obtained the IEPA Approval by delivering written notice to Seller of Purchaser's election within five (5) days following the expiration of the IEPA Approval Period.

(c) Remediation/Indemnity. If the transaction contemplated herein occurs, at the Closing, Purchaser shall execute a Leaking Underground Storage Tank Program Election to Proceed as Owner Form ("LPC 629") for the Property and following the Closing, Purchaser shall be responsible for performing remediation of the LUST Incident and obtaining a no further remediation letter from the IEPA, including the payment of all costs in connection with services related to such remediation, where such services are incurred after Purchaser's receipt of the IEPA Approval during the IEPA Approval Period. Purchaser shall indemnify and hold Seller harmless from and against all claims arising out of Purchaser's negligence or recklessness in connection with its remediation of the LUST Incident."

5. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of Seller and Purchaser. The terms and provisions of the Contract not specifically modified by this Amendment shall remain in full force and effect and shall not be construed to have been modified, waived, discharged or otherwise altered by this Amendment. The terms and provisions of the Contract are incorporated herein by reference as if fully stated herein. To the extent the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. This Amendment may be executed via facsimile transmission and all facsimile signatures shall be deemed originals for all purposes.

IN WITNESS WHEREOF, this Seventeen Amendment has been executed by the parties hereto as of the date first above written.

PURCHASER:

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

By:   
Name: DAVID M. STROSBERG  
Title: PRESIDENT

SELLER:

PAULI FAMILY PARTNERSHIP,  
an Illinois partnership

By: \_\_\_\_\_  
Name: Anne Spencer  
Title: Managing Partner

IN WITNESS WHEREOF, this Seventeen Amendment has been executed by the parties hereto as of the date first above written.

PURCHASER:

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SELLER:

PAULI FAMILY PARTNERSHIP,  
an Illinois partnership

By: Anne Spencer  
Name: Anne Spencer  
Title: Managing Partner

## SIXTEENTH AMENDMENT TO REAL ESTATE PURCHASE CONTRACT

THIS SIXTEENTH AMENDMENT TO REAL ESTATE PURCHASE CONTRACT (this "Amendment") is dated as of April 28, 2011 by and between MORNINGSIDE EQUITIES GROUP, INC. ("Purchaser") and PAULI FAMILY PARTNERSHIP ("Seller").

### RECITALS

Seller and Purchaser have entered into that certain Real Estate Purchase Contract dated March 14, 2007, as amended by that certain First Amendment to Real Estate Purchase Contract dated July 31, 2007, as further amended by that certain Second Amendment to Real Estate Purchase Contract dated August 3, 2007, as further amended by that certain Third Amendment to Real Estate Purchase Contract dated October 29, 2007 as further amended by that certain Fourth Amendment to Real Estate Purchase Contract dated December 19, 2007, as further amended by that certain Fifth Amendment to Real Estate Purchase Contract dated February 25, 2008, as further amended by that certain Sixth Amendment to Real Estate Purchase Contract dated April 30, 2008, as further amended by that certain Seventh Amendment to Real Estate Purchase Contract dated August 29, 2008, as further amended by that certain Eighth Amendment to Real Estate Purchase Contract dated November 26, 2008, as further amended by that Ninth Amendment to Real Estate Purchase Contract dated March 23, 2009, as further amended by that Tenth Amendment to Real Estate Purchase Contract dated July 13, 2009, as further amended by that Eleventh Amendment to Real Estate Purchase Contract dated November 9, 2009, as further amended by that Twelfth Amendment to Real Estate Purchase Contract dated May 5, 2010, as further amended by that Thirteenth Amendment to Real Estate Purchase Contract dated November 24, 2010, as further amended by that Fourteenth Amendment to Real Estate Purchase Contract dated February 28, 2011, as further amended by that Fifteenth Amendment to Real Estate Purchase Contract dated March 31, 2011 (collectively, the "Contract") relating to the purchase of the premises commonly known as 260 N. York Road, Elmhurst, Illinois (the "Property") which Property is more specifically described in the Contract. Purchaser and Seller now desire to amend the Contract in certain respects as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller and Purchaser agree as follows:

1. Any capitalized term used herein, but not defined herein, shall have the meaning given to such term in the Contract.
2. The Effective Date of this Amendment shall be April 28, 2011.
3. Investigation Period. Section 5 of the Contract is hereby amended to provide that the Investigation Period shall be extended from 3:00 p.m. (CST) on April 29, 2011 to 3:00 pm (CST) on May 31, 2011.
4. Environmental Condition. Section 6 of the Contract is hereby amended to read as follows:

"Environmental Condition. Seller and Purchaser hereby acknowledge and agree that there is a leaking underground storage tank incident at the Property known as incident number 20040998 (the "LUST Incident"). In connection therewith, Seller engaged TriCore Environmental, LLC ("TriCore") to prepare an environmental summary of the LUST Incident, and except as set forth below, Seller shall be responsible for all costs incurred in connection with TriCore's services. Purchaser acknowledges that it has reviewed and approved the Site

Investigation and Completion Report for the LUST Incident at the Property ("SICR") and the Corrective Action Plan for the LUST Incident at the Property ("CAP"), which CAP was amended to comply with Purchaser's requirements for its proposed development at the Property ("Amended CAP"). On or about May 23, 2007 Seller submitted the Amended CAP and SICR to the Illinois Environmental Protective Agency ("IEPA") and, on or about July 17, 2007, the IEPA rejected the Amended CAP for failure to conform with certain IEPA requirements ("IEPA Requirements") as set forth on the IEPA's letter. Seller hereby agrees to revise the Amended CAP ("Second Amended CAP") to conform with the IEPA's Requirements and resubmit the Second Amended CAP to the IEPA for approval, subject to the following:

(a) Second Amended CAP Review Period. Seller shall deliver to Purchaser the Second Amended CAP within one hundred twenty-five (125) days following the Effective Date of this Amendment. Purchaser shall have the right to review the Second Amended CAP, and within five (5) business days following Purchaser's receipt of the Second Amended CAP, Purchaser shall notify Seller that either (i) Purchaser approves the Second Amended CAP or (ii) Purchaser disapproves the Second Amended CAP, provided, however, Purchaser may only disapprove those items related solely to Purchaser's requirements for its proposed development at the Property ("CAP Requirements"). In the event Purchaser does not approve the Second Amended CAP, Seller shall, within five (5) business days after receipt of Purchaser's notice of such disapproval amend the Second Amended CAP to comply with Purchaser's CAP Requirements and deliver to Purchaser the revised Second Amendment CAP, which Purchaser shall approve or disapprove in writing. The parties acknowledge that the additional costs incurred in preparation of the Second Amended CAP to comply with the IEPA Requirements will be reimbursable from the LUST Fund. In the event the Closing occurs, Seller shall credit Purchaser at Closing for Purchaser's costs incurred in connection with the Amended CAP.

(b) IEPA Approval Period. Following Seller's receipt of Purchaser's approval of the Second Amended CAP and continuing for a period of ninety (90) days thereafter ("IEPA Approval Period") Seller shall obtain the approval of the Second Amended CAP for the LUST Incident (the "IEPA Approval") from the Illinois Environmental Protective Agency ("IEPA") that is either unconditional or which contains conditions that are not inconsistent with Purchaser's CAP Requirements. During the IEPA Approval Period, Seller shall submit the Second Amended CAP to the IEPA and copy Purchaser on all correspondence related thereto and Seller shall not modify or amend the Second Amended CAP without first notifying Purchaser in writing and obtaining Purchaser's written consent thereto. Moreover, Seller shall make any such modifications or amendments to the Second Amended CAP as required by the IEPA, unless such modifications or amendments are inconsistent with Purchaser's CAP Requirements. Within five (5) business days after Seller notifies Purchaser of any proposed modification or amendment to the Second Amended CAP, Purchaser shall notify Seller in writing as to whether Purchaser consents to such modification or amendment. If Purchaser does not consent to such modification or amendment to the Second Amended CAP and such modification or amendment is required by the IEPA to obtain IEPA Approval, Seller shall, within five (5) days of receipt of Purchaser's notice to Seller, notify Purchaser in writing whether Seller elects to terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder. If Purchaser does

not consent to such modification or amendment to the Second Amended CAP, Purchaser shall, within said five (5) business period, provided such modifications or amendments are inconsistent with Purchaser's Requirements, notify Seller in writing whether Purchaser elects to terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder. Notwithstanding the foregoing, Purchaser shall not withhold its approval of the amendment or modification to the Second Amended CAP provided that such modification or amendment is required by the IEPA and is not inconsistent with Purchaser's CAP Requirements. Prior to the expiration of the IEPA Approval Period, Seller shall deliver a copy of the IEPA Approval to Purchaser. In the event Seller does not receive the IEPA Approval during the IEPA Approval Period either Seller, provided Seller has otherwise diligently pursued to obtain said approval, or Purchaser shall have the right to extend the IEPA Approval Period for two (2) consecutive thirty (30) day periods, provided written notice is given to the other party prior to the expiration of the IEPA Approval Period, however, in no event shall the IEPA Approval Period be extended later than August 30, 2011. In the event Seller fails to deliver the IEPA Approval to Purchaser during the IEPA Approval Period or any extension thereof, or if Seller fails to make the modifications or amendments as required by the IEPA during the IEPA Approval Period of any extension thereof, Purchaser shall have the right to terminate this Contract by giving written notice to Seller within five (5) days following the expiration of the IEPA Approval Period. If Purchaser elects to terminate this Contract pursuant to this Section 6(b), (i) all Earnest Money shall be returned to Purchaser; and (ii) the parties shall be released of all of their obligations hereunder. In the alternative, Purchaser may elect to proceed to close this transaction without having first obtained the IEPA Approval by delivering written notice to Seller of Purchaser's election within five (5) days following the expiration of the IEPA Approval Period.

(c) Remediation/Indemnity. If the transaction contemplated herein occurs, at the Closing, Purchaser shall execute a Leaking Underground Storage Tank Program Election to Proceed as Owner Form ("LPC 629") for the Property and following the Closing, Purchaser shall be responsible for performing remediation of the LUST Incident and obtaining a no further remediation letter from the IEPA, including the payment of all costs in connection with services related to such remediation, where such services are incurred after Purchaser's receipt of the IEPA Approval during the IEPA Approval Period. Purchaser shall indemnify and hold Seller harmless from and against all claims arising out of Purchaser's negligence or recklessness in connection with its remediation of the LUST Incident."

5. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of Seller and Purchaser. The terms and provisions of the Contract not specifically modified by this Amendment shall remain in full force and effect and shall not be construed to have been modified, waived, discharged or otherwise altered by this Amendment. The terms and provisions of the Contract are incorporated herein by reference as if fully stated herein. To the extent the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. This Amendment may be executed via facsimile transmission and all facsimile signatures shall be deemed originals for all purposes.

IN WITNESS WHEREOF, this Sixteenth Amendment has been executed by the parties hereto as of the date first above written.

PURCHASER:

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SELLER:

PAULI FAMILY PARTNERSHIP,  
an Illinois partnership

By: Anne Spencer  
Name: Anne Spencer  
Title: Managing Partner

IN WITNESS WHEREOF, this Sixteenth Amendment has been executed by the parties hereto as of the date first above written.

PURCHASER:

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

By: David M. [Signature]  
Name: DAVID M. [Signature]  
Title: PRESIDENT

SELLER:

PAULI FAMILY PARTNERSHIP,  
an Illinois partnership

By: \_\_\_\_\_  
Name: Anne Spencer  
Title: Managing Partner



## FIFTEENTH AMENDMENT TO REAL ESTATE PURCHASE CONTRACT

THIS FIFTEENTH AMENDMENT TO REAL ESTATE PURCHASE CONTRACT (this "Amendment") is dated as of March 31, 2011 by and between MORNINGSIDE EQUITIES GROUP, INC. ("Purchaser") and PAULI FAMILY PARTNERSHIP ("Seller").

### RECITALS

Seller and Purchaser have entered into that certain Real Estate Purchase Contract dated March 14, 2007, as amended by that certain First Amendment to Real Estate Purchase Contract dated July 31, 2007, as further amended by that certain Second Amendment to Real Estate Purchase Contract dated August 3, 2007, as further amended by that certain Third Amendment to Real Estate Purchase Contract dated October 29, 2007 as further amended by that certain Fourth Amendment to Real Estate Purchase Contract dated December 19, 2007, as further amended by that certain Fifth Amendment to Real Estate Purchase Contract dated February 25, 2008, as further amended by that certain Sixth Amendment to Real Estate Purchase Contract dated April 30, 2008, as further amended by that certain Seventh Amendment to Real Estate Purchase Contract dated August 29, 2008, as further amended by that certain Eighth Amendment to Real Estate Purchase Contract dated November 26, 2008, as further amended by that Ninth Amendment to Real Estate Purchase Contract dated March 23, 2009, as further amended by that Tenth Amendment to Real Estate Purchase Contract dated July 13, 2009, as further amended by that Eleventh Amendment to Real Estate Purchase Contract dated November 9, 2009, as further amended by that Twelfth Amendment to Real Estate Purchase Contract dated May 5, 2010, as further amended by that Thirteenth Amendment to Real Estate Purchase Contract dated November 24, 2010, and as further amended by that Fourteenth Amendment to Real Estate Purchase Contract dated February 28, 2011 (collectively, the "Contract") relating to the purchase of the premises commonly known as 260 N. York Road, Elmhurst, Illinois (the "Property") which Property is more specifically described in the Contract. Purchaser and Seller now desire to amend the Contract in certain respects as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller and Purchaser agree as follows:

1. Any capitalized term used herein, but not defined herein, shall have the meaning given to such term in the Contract.
2. The Effective Date of this Amendment shall be March 31, 2011.
3. Investigation Period. Section 5 of the Contract is hereby amended to provide that the Investigation Period shall be extended from 3:00 p.m. (CST) on March 31, 2011 to 3:00 pm (CST) on April 29, 2011.
4. Environmental Condition. Section 6 of the Contract is hereby amended to read as follows:

"Environmental Condition. Seller and Purchaser hereby acknowledge and agree that there is a leaking underground storage tank incident at the Property known as incident number 20040998 (the "LUST Incident"). In connection therewith, Seller engaged TriCore Environmental, LLC ("TriCore") to prepare an environmental summary of the LUST Incident, and except as set forth below, Seller shall be responsible for all costs incurred in connection with TriCore's services. Purchaser acknowledges that it has reviewed and approved the Site Investigation and Completion Report for the LUST Incident at the Property ("SICR") and the

Corrective Action Plan for the LUST Incident at the Property ("CAP"), which CAP was amended to comply with Purchaser's requirements for its proposed development at the Property ("Amended CAP"). On or about May 23, 2007 Seller submitted the Amended CAP and SICR to the Illinois Environmental Protective Agency ("IEPA") and, on or about July 17, 2007, the IEPA rejected the Amended CAP for failure to conform with certain IEPA requirements ("IEPA Requirements") as set forth on the IEPA's letter. Seller hereby agrees to revise the Amended CAP ("Second Amended CAP") to conform with the IEPA's Requirements and resubmit the Second Amended CAP to the IEPA for approval, subject to the following:

(a) Second Amended CAP Review Period. Seller shall deliver to Purchaser the Second Amended CAP within one hundred twenty-five (125) days following the Effective Date of this Amendment. Purchaser shall have the right to review the Second Amended CAP, and within five (5) business days following Purchaser's receipt of the Second Amended CAP, Purchaser shall notify Seller that either (i) Purchaser approves the Second Amended CAP or (ii) Purchaser disapproves the Second Amended CAP, provided, however, Purchaser may only disapprove those items related solely to Purchaser's requirements for its proposed development at the Property ("CAP Requirements"). In the event Purchaser does not approve the Second Amended CAP, Seller shall, within five (5) business days after receipt of Purchaser's notice of such disapproval amend the Second Amended CAP to comply with Purchaser's CAP Requirements and deliver to Purchaser the revised Second Amended CAP, which Purchaser shall approve or disapprove in writing. The parties acknowledge that the additional costs incurred in preparation of the Second Amended CAP to comply with the IEPA Requirements will be reimbursable from the LUST Fund. In the event the Closing occurs, Seller shall credit Purchaser at Closing for Purchaser's costs incurred in connection with the Amended CAP.

(b) IEPA Approval Period. Following Seller's receipt of Purchaser's approval of the Second Amended CAP and continuing for a period of ninety (90) days thereafter ("IEPA Approval Period") Seller shall obtain the approval of the Second Amended CAP for the LUST Incident (the "IEPA Approval") from the Illinois Environmental Protective Agency ("IEPA") that is either unconditional or which contains conditions that are not inconsistent with Purchaser's CAP Requirements. During the IEPA Approval Period, Seller shall submit the Second Amended CAP to the IEPA and copy Purchaser on all correspondence related thereto and Seller shall not modify or amend the Second Amended CAP without first notifying Purchaser in writing and obtaining Purchaser's written consent thereto. Moreover, Seller shall make any such modifications or amendments to the Second Amended CAP as required by the IEPA, unless such modifications or amendments are inconsistent with Purchaser's CAP Requirements. Within five (5) business days after Seller notifies Purchaser of any proposed modification or amendment to the Second Amended CAP, Purchaser shall notify Seller in writing as to whether Purchaser consents to such modification or amendment. If Purchaser does not consent to such modification or amendment to the Second Amended CAP and such modification or amendment is required by the IEPA to obtain IEPA Approval, Seller shall, within five (5) days of receipt of Purchaser's notice to Seller, notify Purchaser in writing whether Seller elects to terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder. If Purchaser does not consent to such modification or amendment to the Second Amended CAP,

Purchaser shall, within said five (5) business period, provided such modifications or amendments are inconsistent with Purchaser's Requirements, notify Seller in writing whether Purchaser elects to terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder. Notwithstanding the foregoing, Purchaser shall not withhold its approval of the amendment or modification to the Second Amended CAP provided that such modification or amendment is required by the IEPA and is not inconsistent with Purchaser's CAP Requirements. Prior to the expiration of the IEPA Approval Period, Seller shall deliver a copy of the IEPA Approval to Purchaser. In the event Seller does not receive the IEPA Approval during the IEPA Approval Period either Seller, provided Seller has otherwise diligently pursued to obtain said approval, or Purchaser shall have the right to extend the IEPA Approval Period for two (2) consecutive thirty (30) day periods, provided written notice is given to the other party prior to the expiration of the IEPA Approval Period, however, in no event shall the IEPA Approval Period be extended later than June 30, 2011. In the event Seller fails to deliver the IEPA Approval to Purchaser during the IEPA Approval Period or any extension thereof, or if Seller fails to make the modifications or amendments as required by the IEPA during the IEPA Approval Period of any extension thereof, Purchaser shall have the right to terminate this Contract by giving written notice to Seller within five (5) days following the expiration of the IEPA Approval Period. If Purchaser elects to terminate this Contract pursuant to this Section 6(b), (i) all Earnest Money shall be returned to Purchaser; and (ii) the parties shall be released of all of their obligations hereunder. In the alternative, Purchaser may elect to proceed to close this transaction without having first obtained the IEPA Approval by delivering written notice to Seller of Purchaser's election within five (5) days following the expiration of the IEPA Approval Period.

(c) Remediation/Indemnity. If the transaction contemplated herein occurs, at the Closing, Purchaser shall execute a Leaking Underground Storage Tank Program Election to Proceed as Owner Form ("LPC 629") for the Property and following the Closing, Purchaser shall be responsible for performing remediation of the LUST Incident and obtaining a no further remediation letter from the IEPA, including the payment of all costs in connection with services related to such remediation, where such services are incurred after Purchaser's receipt of the IEPA Approval during the IEPA Approval Period. Purchaser shall indemnify and hold Seller harmless from and against all claims arising out of Purchaser's negligence or recklessness in connection with its remediation of the LUST Incident."

5. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of Seller and Purchaser. The terms and provisions of the Contract not specifically modified by this Amendment shall remain in full force and effect and shall not be construed to have been modified, waived, discharged or otherwise altered by this Amendment. The terms and provisions of the Contract are incorporated herein by reference as if fully stated herein. To the extent the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. This Amendment may be executed via facsimile transmission and all facsimile signatures shall be deemed originals for all purposes.

IN WITNESS WHEREOF, this Fifteenth Amendment has been executed by the parties hereto as of the date first above written.

PURCHASER:

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SELLER:

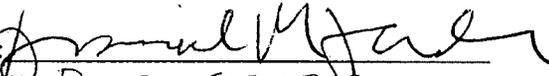
PAULI FAMILY PARTNERSHIP,  
an Illinois partnership

By: Anne Spencer  
Name: Anne Spencer  
Title: Managing Partner

IN WITNESS WHEREOF, this Fifteenth Amendment has been executed by the parties hereto as of the date first above written.

PURCHASER:

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

By:   
Name: DAVID STROUSSBERG  
Title: PRESIDENT

SELLER:

PAULI FAMILY PARTNERSHIP,  
an Illinois partnership

By: \_\_\_\_\_  
Name: Anne Spencer  
Title: Managing Partner

## **FOURTEENTH AMENDMENT TO REAL ESTATE PURCHASE CONTRACT**

THIS FOURTEENTH AMENDMENT TO REAL ESTATE PURCHASE CONTRACT (this "Amendment") is dated as of February 28, 2011 by and between MORNINGSIDE EQUITIES GROUP, INC. ("Purchaser") and PAULI FAMILY PARTNERSHIP ("Seller").

### **RECITALS**

Seller and Purchaser have entered into that certain Real Estate Purchase Contract dated March 14, 2007, as amended by that certain First Amendment to Real Estate Purchase Contract dated July 31, 2007, as further amended by that certain Second Amendment to Real Estate Purchase Contract dated August 3, 2007, as further amended by that certain Third Amendment to Real Estate Purchase Contract dated October 29, 2007 as further amended by that certain Fourth Amendment to Real Estate Purchase Contract dated December 19, 2007, as further amended by that certain Fifth Amendment to Real Estate Purchase Contract dated February 25, 2008, as further amended by that certain Sixth Amendment to Real Estate Purchase Contract dated April 30, 2008, as further amended by that certain Seventh Amendment to Real Estate Purchase Contract dated August 29, 2008, as further amended by that certain Eighth Amendment to Real Estate Purchase Contract dated November 26, 2008, as further amended by that Ninth Amendment to Real Estate Purchase Contract dated March 23, 2009, as further amended by that Tenth Amendment to Real Estate Purchase Contract dated July 13, 2009, as further amended by that Eleventh Amendment to Real Estate Purchase Contract dated November 9, 2009, as further amended by that Twelfth Amendment to Real Estate Purchase Contract dated May 5, 2010, and as further amended by that Thirteenth Amendment to Real Estate Purchase Contract dated November 24, 2010 (collectively, the "Contract") relating to the purchase of the premises commonly known as 260 N. York Road, Elmhurst, Illinois (the "Property") which Property is more specifically described in the Contract. Purchaser and Seller now desire to amend the Contract in certain respects as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller and Purchaser agree as follows:

1. Any capitalized term used herein, but not defined herein, shall have the meaning given to such term in the Contract.
2. The Effective Date of this Amendment shall be February 28, 2011.
3. Investigation Period. Section 5 of the Contract is hereby amended to provide that the Investigation Period shall be extended from 3:00 p.m. (CST) on February 28, 2011 to 3:00 pm (CST) on March 31, 2011.
4. Environmental Condition. Section 6 of the Contract is hereby amended to read as follows:

"Environmental Condition. Seller and Purchaser hereby acknowledge and agree that there is a leaking underground storage tank incident at the Property known as incident number 20040998 (the "LUST Incident"). In connection therewith, Seller engaged TriCore Environmental, LLC ("TriCore") to prepare an environmental summary of the LUST Incident, and except as set forth below, Seller shall be responsible for all costs incurred in connection with TriCore's services. Purchaser acknowledges that it has reviewed and approved the Site Investigation and Completion Report for the LUST Incident at the Property ("SICR") and the Corrective Action Plan for the LUST Incident at the Property ("CAP"), which CAP was

amended to comply with Purchaser's requirements for its proposed development at the Property ("Amended CAP"). On or about May 23, 2007 Seller submitted the Amended CAP and SICR to the Illinois Environmental Protective Agency ("IEPA") and, on or about July 17, 2007, the IEPA rejected the Amended CAP for failure to conform with certain IEPA requirements ("IEPA Requirements") as set forth on the IEPA's letter. Seller hereby agrees to revise the Amended CAP ("Second Amended CAP") to conform with the IEPA's Requirements and resubmit the Second Amended CAP to the IEPA for approval, subject to the following:

(a) Second Amended CAP Review Period. Seller shall deliver to Purchaser the Second Amended CAP within one hundred twenty-five (125) days following the Effective Date of this Amendment. Purchaser shall have the right to review the Second Amended CAP, and within five (5) business days following Purchaser's receipt of the Second Amended CAP, Purchaser shall notify Seller that either (i) Purchaser approves the Second Amended CAP or (ii) Purchaser disapproves the Second Amended Cap, provided, however, Purchaser may only disapprove those items related solely to Purchaser's requirements for its proposed development at the Property ("CAP Requirements"). In the event Purchaser does not approve the Second Amended CAP, Seller shall, within five (5) business days after receipt of Purchaser's notice of such disapproval amend the Second Amended CAP to comply with Purchaser's CAP Requirements and deliver to Purchaser the revised Second Amendment CAP, which Purchaser shall approve or disapprove in writing. The parties acknowledge that the additional costs incurred in preparation of the Second Amended CAP to comply with the IEPA Requirements will be reimbursable from the LUST Fund. In the event the Closing occurs, Seller shall credit Purchaser at Closing for Purchaser's costs incurred in connection with the Amended CAP.

(b) IEPA Approval Period. Following Seller's receipt of Purchaser's approval of the Second Amended CAP and continuing for a period of ninety (90) days thereafter ("IEPA Approval Period") Seller shall obtain the approval of the Second Amended CAP for the LUST Incident (the "IEPA Approval") from the Illinois Environmental Protective Agency ("IEPA") that is either unconditional or which contains conditions that are not inconsistent with Purchaser's CAP Requirements. During the IEPA Approval Period, Seller shall submit the Second Amended CAP to the IEPA and copy Purchaser on all correspondence related thereto and Seller shall not modify or amend the Second Amended CAP without first notifying Purchaser in writing and obtaining Purchaser's written consent thereto. Moreover, Seller shall make any such modifications or amendments to the Second Amended CAP as required by the IEPA, unless such modifications or amendments are inconsistent with Purchaser's CAP Requirements. Within five (5) business days after Seller notifies Purchaser of any proposed modification or amendment to the Second Amended CAP, Purchaser shall notify Seller in writing as to whether Purchaser consents to such modification or amendment. If Purchaser does not consent to such modification or amendment to the Second Amended CAP and such modification or amendment is required by the IEPA to obtain IEPA Approval, Seller shall, within five (5) days of receipt of Purchaser's notice to Seller, notify Purchaser in writing whether Seller elects to terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder. If Purchaser does not consent to such modification or amendment to the Second Amended CAP, Purchaser shall, within said five (5) business period, provided such modifications

or amendments are inconsistent with Purchaser's Requirements, notify Seller in writing whether Purchaser elects to terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder. Notwithstanding the foregoing, Purchaser shall not withhold its approval of the amendment or modification to the Second Amended CAP provided that such modification or amendment is required by the IEPA and is not inconsistent with Purchaser's CAP Requirements. Prior to the expiration of the IEPA Approval Period, Seller shall deliver a copy of the IEPA Approval to Purchaser. In the event Seller does not receive the IEPA Approval during the IEPA Approval Period either Seller, provided Seller has otherwise diligently pursued to obtain said approval, or Purchaser shall have the right to extend the IEPA Approval Period for two (2) consecutive thirty (30) day periods, provided written notice is given to the other party prior to the expiration of the IEPA Approval Period, however, in no event shall the IEPA Approval Period be extended later than May 31, 2011. In the event Seller fails to deliver the IEPA Approval to Purchaser during the IEPA Approval Period or any extension thereof, or if Seller fails to make the modifications or amendments as required by the IEPA during the IEPA Approval Period of any extension thereof, Purchaser shall have the right to terminate this Contract by giving written notice to Seller within five (5) days following the expiration of the IEPA Approval Period. If Purchaser elects to terminate this Contract pursuant to this Section 6(b), (i) all Earnest Money shall be returned to Purchaser; and (ii) the parties shall be released of all of their obligations hereunder. In the alternative, Purchaser may elect to proceed to close this transaction without having first obtained the IEPA Approval by delivering written notice to Seller of Purchaser's election within five (5) days following the expiration of the IEPA Approval Period.

(c) Remediation/Indemnity. If the transaction contemplated herein occurs, at the Closing, Purchaser shall execute a Leaking Underground Storage Tank Program Election to Proceed as Owner Form ("LPC 629") for the Property and following the Closing, Purchaser shall be responsible for performing remediation of the LUST Incident and obtaining a no further remediation letter from the IEPA, including the payment of all costs in connection with services related to such remediation, where such services are incurred after Purchaser's receipt of the IEPA Approval during the IEPA Approval Period. Purchaser shall indemnify and hold Seller harmless from and against all claims arising out of Purchaser's negligence or recklessness in connection with its remediation of the LUST Incident."

5. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of Seller and Purchaser. The terms and provisions of the Contract not specifically modified by this Amendment shall remain in full force and effect and shall not be construed to have been modified, waived, discharged or otherwise altered by this Amendment. The terms and provisions of the Contract are incorporated herein by reference as if fully stated herein. To the extent the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. This Amendment may be executed via facsimile transmission and all facsimile signatures shall be deemed originals for all purposes.

IN WITNESS WHEREOF, this Fourteenth Amendment has been executed by the parties hereto as of the date first above written.

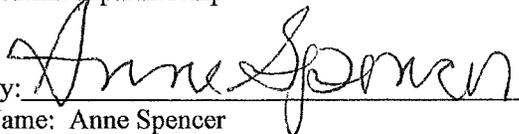
PURCHASER:

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SELLER:

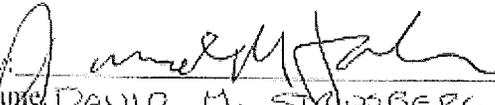
PAULI FAMILY PARTNERSHIP,  
an Illinois partnership

By:   
Name: Anne Spencer  
Title: Managing Partner

IN WITNESS WHEREOF, this Fourteenth Amendment has been executed by the parties hereto as of the date first above written.

PURCHASER:

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

By:   
Name: DAVID M. STOGBERG  
Title: PRESIDENT

SELLER:

PAULI FAMILY PARTNERSHIP,  
an Illinois partnership

By: \_\_\_\_\_  
Name: Anne Spencer  
Title: Managing Partner

## THIRTEENTH AMENDMENT TO REAL ESTATE PURCHASE CONTRACT

THIS THIRTEENTH AMENDMENT TO REAL ESTATE PURCHASE CONTRACT (this "Amendment") is dated as of November 24, 2010 by and between MORNINGSIDE EQUITIES GROUP, INC. ("Purchaser") and PAULI FAMILY PARTNERSHIP ("Seller").

### RECITALS

Seller and Purchaser have entered into that certain Real Estate Purchase Contract dated March 14, 2007, as amended by that certain First Amendment to Real Estate Purchase Contract dated July 31, 2007, as further amended by that certain Second Amendment to Real Estate Purchase Contract dated August 3, 2007, as further amended by that certain Third Amendment to Real Estate Purchase Contract dated October 29, 2007 as further amended by that certain Fourth Amendment to Real Estate Purchase Contract dated December 19, 2007, as further amended by that certain Fifth Amendment to Real Estate Purchase Contract dated February 25, 2008, as further amended by that certain Sixth Amendment to Real Estate Purchase Contract dated April 30, 2008, as further amended by that certain Seventh Amendment to Real Estate Purchase Contract dated August 29, 2008, as further amended by that certain Eighth Amendment to Real Estate Purchase Contract dated November 26, 2008, as further amended by that Ninth Amendment to Real Estate Purchase Contract dated March 23, 2009, as further amended by that Tenth Amendment to Real Estate Purchase Contract dated July 13, 2009, as further amended by that Eleventh Amendment to Real Estate Purchase Contract dated November 9, 2009, and as further amended by that Twelfth Amendment to Real Estate Purchase Contract dated May 5, 2010 (collectively, the "Contract") relating to the purchase of the premises commonly known as 260 N. York Road, Elmhurst, Illinois (the "Property") which Property is more specifically described in the Contract. Purchaser and Seller now desire to amend the Contract in certain respects as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller and Purchaser agree as follows:

1. Any capitalized term used herein, but not defined herein, shall have the meaning given to such term in the Contract.
2. The Effective Date of this Amendment shall be November 24, 2010.
3. Investigation Period. Section 5 of the Contract is hereby amended to provide that the Investigation Period shall be extended from 3:00 p.m. (CST) on November 30, 2010 to 3:00 pm on February 28, 2011.
4. Environmental Condition. Section 6 of the Contract is hereby amended to read as follows:

"Environmental Condition. Seller and Purchaser hereby acknowledge and agree that there is a leaking underground storage tank incident at the Property known as incident number 20040998 (the "LUST Incident"). In connection therewith, Seller engaged TriCore Environmental, LLC ("TriCore") to prepare an environmental summary of the LUST Incident, and except as set forth below, Seller shall be responsible for all costs incurred in connection with TriCore's services. Purchaser acknowledges that it has reviewed and approved the Site Investigation and Completion Report for the LUST Incident at the Property ("SICR") and the Corrective Action Plan for the LUST Incident at the Property ("CAP"), which CAP was amended to comply with Purchaser's requirements for its proposed development at the Property

("Amended CAP"). On or about May 23, 2007 Seller submitted the Amended CAP and SICR to the Illinois Environmental Protective Agency ("IEPA") and, on or about July 17, 2007, the IEPA rejected the Amended CAP for failure to conform with certain IEPA requirements ("IEPA Requirements") as set forth on the IEPA's letter. Seller hereby agrees to revise the Amended CAP ("Second Amended CAP") to conform with the IEPA's Requirements and resubmit the Second Amended CAP to the IEPA for approval, subject to the following:

(a) Second Amended CAP Review Period. Seller shall deliver to Purchaser the Second Amended CAP within one hundred twenty-five (125) days following the Effective Date of this Amendment. Purchaser shall have the right to review the Second Amended CAP, and within five (5) business days following Purchaser's receipt of the Second Amended CAP, Purchaser shall notify Seller that either (i) Purchaser approves the Second Amended CAP or (ii) Purchaser disapproves the Second Amended Cap, provided, however, Purchaser may only disapprove those items related solely to Purchaser's requirements for its proposed development at the Property ("CAP Requirements"). In the event Purchaser does not approve the Second Amended CAP, Seller shall, within five (5) business days after receipt of Purchaser's notice of such disapproval amend the Second Amended CAP to comply with Purchaser's CAP Requirements and deliver to Purchaser the revised Second Amendment CAP, which Purchaser shall approve or disapprove in writing. The parties acknowledge that the additional costs incurred in preparation of the Second Amended CAP to comply with the IEPA Requirements will be reimbursable from the LUST Fund. In the event the Closing occurs, Seller shall credit Purchaser at Closing for Purchaser's costs incurred in connection with the Amended CAP.

(b) IEPA Approval Period. Following Seller's receipt of Purchaser's approval of the Second Amended CAP and continuing for a period of ninety (90) days thereafter ("IEPA Approval Period") Seller shall obtain the approval of the Second Amended CAP for the LUST Incident (the "IEPA Approval") from the Illinois Environmental Protective Agency ("IEPA") that is either unconditional or which contains conditions that are not inconsistent with Purchaser's CAP Requirements. During the IEPA Approval Period, Seller shall submit the Second Amended CAP to the IEPA and copy Purchaser on all correspondence related thereto and Seller shall not modify or amend the Second Amended CAP without first notifying Purchaser in writing and obtaining Purchaser's written consent thereto. Moreover, Seller shall make any such modifications or amendments to the Second Amended CAP as required by the IEPA, unless such modifications or amendments are inconsistent with Purchaser's CAP Requirements. Within five (5) business days after Seller notifies Purchaser of any proposed modification or amendment to the Second Amended CAP, Purchaser shall notify Seller in writing as to whether Purchaser consents to such modification or amendment. If Purchaser does not consent to such modification or amendment to the Second Amended CAP and such modification or amendment is required by the IEPA to obtain IEPA Approval, Seller shall, within five (5) days of receipt of Purchaser's notice to Seller, notify Purchaser in writing whether Seller elects to terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder. If Purchaser does not consent to such modification or amendment to the Second Amended CAP, Purchaser shall, within said five (5) business period, provided such modifications or amendments are inconsistent with Purchaser's Requirements, notify Seller in

writing whether Purchaser elects to terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder. Notwithstanding the foregoing, Purchaser shall not withhold its approval of the amendment or modification to the Second Amended CAP provided that such modification or amendment is required by the IEPA and is not inconsistent with Purchaser's CAP Requirements. Prior to the expiration of the IEPA Approval Period, Seller shall deliver a copy of the IEPA Approval to Purchaser. In the event Seller does not receive the IEPA Approval during the IEPA Approval Period either Seller, provided Seller has otherwise diligently pursued to obtain said approval, or Purchaser shall have the right to extend the IEPA Approval Period for two (2) consecutive thirty (30) day periods, provided written notice is given to the other party prior to the expiration of the IEPA Approval Period, however, in no event shall the IEPA Approval Period be extended later than March 31, 2011. In the event Seller fails to deliver the IEPA Approval to Purchaser during the IEPA Approval Period or any extension thereof, or if Seller fails to make the modifications or amendments as required by the IEPA during the IEPA Approval Period of any extension thereof, Purchaser shall have the right to terminate this Contract by giving written notice to Seller within five (5) days following the expiration of the IEPA Approval Period. If Purchaser elects to terminate this Contract pursuant to this Section 6(b), (i) all Earnest Money shall be returned to Purchaser; and (ii) the parties shall be released of all of their obligations hereunder. In the alternative, Purchaser may elect to proceed to close this transaction without having first obtained the IEPA Approval by delivering written notice to Seller of Purchaser's election within five (5) days following the expiration of the IEPA Approval Period.

(c) Remediation/Indemnity. If the transaction contemplated herein occurs, at the Closing, Purchaser shall execute a Leaking Underground Storage Tank Program Election to Proceed as Owner Form ("LPC 629") for the Property and following the Closing, Purchaser shall be responsible for performing remediation of the LUST Incident and obtaining a no further remediation letter from the IEPA, including the payment of all costs in connection with services related to such remediation, where such services are incurred after Purchaser's receipt of the IEPA Approval during the IEPA Approval Period. Purchaser shall indemnify and hold Seller harmless from and against all claims arising out of Purchaser's negligence or recklessness in connection with its remediation of the LUST Incident."

5. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of Seller and Purchaser. The terms and provisions of the Contract not specifically modified by this Amendment shall remain in full force and effect and shall not be construed to have been modified, waived, discharged or otherwise altered by this Amendment. The terms and provisions of the Contract are incorporated herein by reference as if fully stated herein. To the extent the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. This Amendment may be executed via facsimile transmission and all facsimile signatures shall be deemed originals for all purposes.

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of the date first above written.

**PURCHASER:**

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLER:**

PAULI FAMILY PARTNERSHIP,  
an Illinois partnership

By: *Anne Spencer*  
Name: Anne Spencer  
Title: Managing Partner

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of the date first above written.

PURCHASER:

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

By:   
Name: DAVID M. STROOBERS  
Title: PRESIDENT

SELLER:

PAULI FAMILY PARTNERSHIP,  
an Illinois partnership

By: \_\_\_\_\_  
Name: Anne Spencer  
Title: Managing Partner

## **TWELFTH AMENDMENT TO REAL ESTATE PURCHASE CONTRACT**

THIS TWELFTH AMENDMENT TO REAL ESTATE PURCHASE CONTRACT (this "Amendment") is dated as of May 5, 2010 by and between MORNINGSIDE EQUITIES GROUP, INC. ("Purchaser") and PAULI FAMILY PARTNERSHIP ("Seller").

### **RECITALS**

Seller and Purchaser have entered into that certain Real Estate Purchase Contract dated March 14, 2007, as amended by that certain First Amendment to Real Estate Purchase Contract dated July 31, 2007, as further amended by that certain Second Amendment to Real Estate Purchase Contract dated August 3, 2007, as further amended by that certain Third Amendment to Real Estate Purchase Contract dated October 29, 2007 as further amended by that certain Fourth Amendment to Real Estate Purchase Contract dated December 19, 2007, as further amended by that certain Fifth Amendment to Real Estate Purchase Contract dated February 25, 2008, as further amended by that certain Sixth Amendment to Real Estate Purchase Contract dated April 30, 2008, as further amended by that certain Seventh Amendment to Real Estate Purchase Contract dated August 29, 2008, as further amended by that certain Eighth Amendment to Real Estate Purchase Contract dated November 26, 2008, as further amended by that Ninth Amendment to Real Estate Purchase Contract dated March 23, 2009, as further amended by that Tenth Amendment to Real Estate Purchase Contract dated July 13, 2009, and as further amended by that Eleventh Amendment to Real Estate Purchase Contract dated November 9, 2009 (collectively, the "Contract") relating to the purchase of the premises commonly known as 260 N. York Road, Elmhurst, Illinois (the "Property") which Property is more specifically described in the Contract. Purchaser and Seller now desire to amend the Contract in certain respects as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller and Purchaser agree as follows:

1. Any capitalized term used herein, but not defined herein, shall have the meaning given to such term in the Contract.
2. The Effective Date of this Amendment shall be May 5, 2010.
3. Investigation Period. Section 5 of the Contract is hereby amended to provide that the Investigation Period shall be extended from 3:00 p.m. (CST) on May 28, 2009 to 3:00 pm on November 30, 2010.
4. Environmental Condition. Section 6 of the Contract is hereby amended to read as follows:

“Environmental Condition. Seller and Purchaser hereby acknowledge and agree that there is a leaking underground storage tank incident at the Property known as incident number 20040998 (the “LUST Incident”). In connection therewith, Seller engaged TriCore Environmental, LLC (“TriCore”) to prepare an environmental summary of the LUST Incident, and except as set forth below, Seller shall be responsible for all costs incurred in connection with TriCore’s services. Purchaser acknowledges that it has reviewed and approved the Site Investigation and Completion Report for the LUST Incident at the Property (“SICR”) and the Corrective Action Plan for the LUST Incident at the Property (“CAP”), which CAP was amended to comply with Purchaser’s requirements for its proposed development at the Property (“Amended CAP”). On or about May 23, 2007 Seller submitted the Amended CAP and SICR

to the Illinois Environmental Protective Agency ("IEPA") and, on or about July 17, 2007, the IEPA rejected the Amended CAP for failure to conform with certain IEPA requirements ("IEPA Requirements") as set forth on the IEPA's letter. Seller hereby agrees to revise the Amended CAP ("Second Amended CAP") to conform with the IEPA's Requirements and resubmit the Second Amended CAP to the IEPA for approval, subject to the following:

(a) Second Amended CAP Review Period. Seller shall deliver to Purchaser the Second Amended CAP within one hundred twenty-five (125) days following the Effective Date of this Amendment. Purchaser shall have the right to review the Second Amended CAP, and within five (5) business days following Purchaser's receipt of the Second Amended CAP, Purchaser shall notify Seller that either (i) Purchaser approves the Second Amended CAP or (ii) Purchaser disapproves the Second Amended Cap, provided, however, Purchaser may only disapprove those items related solely to Purchaser's requirements for its proposed development at the Property ("CAP Requirements"). In the event Purchaser does not approve the Second Amended CAP, Seller shall, within five (5) business days after receipt of Purchaser's notice of such disapproval amend the Second Amended CAP to comply with Purchaser's CAP Requirements and deliver to Purchaser the revised Second Amendment CAP, which Purchaser shall approve or disapprove in writing. The parties acknowledge that the additional costs incurred in preparation of the Second Amended CAP to comply with the IEPA Requirements will be reimbursable from the LUST Fund. In the event the Closing occurs, Seller shall credit Purchaser at Closing for Purchaser's costs incurred in connection with the Amended CAP.

(b) IEPA Approval Period. Following Seller's receipt of Purchaser's approval of the Second Amended CAP and continuing for a period of ninety (90) days thereafter ("IEPA Approval Period") Seller shall obtain the approval of the Second Amended CAP for the LUST Incident (the "IEPA Approval") from the Illinois Environmental Protective Agency ("IEPA") that is either unconditional or which contains conditions that are not inconsistent with Purchaser's CAP Requirements. During the IEPA Approval Period, Seller shall submit the Second Amended CAP to the IEPA and copy Purchaser on all correspondence related thereto and Seller shall not modify or amend the Second Amended CAP without first notifying Purchaser in writing and obtaining Purchaser's written consent thereto. Moreover, Seller shall make any such modifications or amendments to the Second Amended CAP as required by the IEPA, unless such modifications or amendments are inconsistent with Purchaser's CAP Requirements. Within five (5) business days after Seller notifies Purchaser of any proposed modification or amendment to the Second Amended CAP, Purchaser shall notify Seller in writing as to whether Purchaser consents to such modification or amendment. If Purchaser does not consent to such modification or amendment to the Second Amended CAP and such modification or amendment is required by the IEPA to obtain IEPA Approval, Seller shall, within five (5) days of receipt of Purchaser's notice to Seller, notify Purchaser in writing whether Seller elects to terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder. If Purchaser does not consent to such modification or amendment to the Second Amended CAP, Purchaser shall, within said five (5) business period, provided such modifications or amendments are inconsistent with Purchaser's Requirements, notify Seller in writing whether Purchaser elects to terminate this Contract in which event all

Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder. Notwithstanding the foregoing, Purchaser shall not withhold its approval of the amendment or modification to the Second Amended CAP provided that such modification or amendment is required by the IEPA and is not inconsistent with Purchaser's CAP Requirements. Prior to the expiration of the IEPA Approval Period, Seller shall deliver a copy of the IEPA Approval to Purchaser. In the event Seller does not receive the IEPA Approval during the IEPA Approval Period either Seller, provided Seller has otherwise diligently pursued to obtain said approval, or Purchaser shall have the right to extend the IEPA Approval Period for two (2) consecutive thirty (30) day periods, provided written notice is given to the other party prior to the expiration of the IEPA Approval Period, however, in no event shall the IEPA Approval Period be extended later than January 29, 2011. In the event Seller fails to deliver the IEPA Approval to Purchaser during the IEPA Approval Period or any extension thereof, or if Seller fails to make the modifications or amendments as required by the IEPA during the IEPA Approval Period of any extension thereof, Purchaser shall have the right to terminate this Contract by giving written notice to Seller within five (5) days following the expiration of the IEPA Approval Period. If Purchaser elects to terminate this Contract pursuant to this Section 6(b), (i) all Earnest Money shall be returned to Purchaser; and (ii) the parties shall be released of all of their obligations hereunder. In the alternative, Purchaser may elect to proceed to close this transaction without having first obtained the IEPA Approval by delivering written notice to Seller of Purchaser's election within five (5) days following the expiration of the IEPA Approval Period.

(c) Remediation/Indemnity. If the transaction contemplated herein occurs, at the Closing, Purchaser shall execute a Leaking Underground Storage Tank Program Election to Proceed as Owner Form ("LPC 629") for the Property and following the Closing, Purchaser shall be responsible for performing remediation of the LUST Incident and obtaining a no further remediation letter from the IEPA, including the payment of all costs in connection with services related to such remediation, where such services are incurred after Purchaser's receipt of the IEPA Approval during the IEPA Approval Period. Purchaser shall indemnify and hold Seller harmless from and against all claims arising out of Purchaser's negligence or recklessness in connection with its remediation of the LUST Incident."

5. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of Seller and Purchaser. The terms and provisions of the Contract not specifically modified by this Amendment shall remain in full force and effect and shall not be construed to have been modified, waived, discharged or otherwise altered by this Amendment. The terms and provisions of the Contract are incorporated herein by reference as if fully stated herein. To the extent the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. This Amendment may be executed via facsimile transmission and all facsimile signatures shall be deemed originals for all purposes.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of the date first above written.

PURCHASER:

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SELLER:

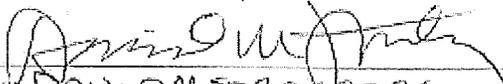
PAULI FAMILY PARTNERSHIP,  
an Illinois partnership

By: Anne Spencer  
Name: Anne Spencer  
Title: Managing Partner

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of the date first above written.

PURCHASER:

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

By:   
Name: DAVID M. STROSBERG  
Title: PRESIDENT

SELLER:

PAULI FAMILY PARTNERSHIP,  
an Illinois partnership

By: \_\_\_\_\_  
Name: Anne Spencer  
Title: Managing Partner

## ELEVENTH AMENDMENT TO REAL ESTATE PURCHASE CONTRACT

THIS ELEVENTH AMENDMENT TO REAL ESTATE PURCHASE CONTRACT (this "Amendment") is dated as of November 9, 2009 by and between MORNINGSIDE EQUITIES GROUP, INC. ("Purchaser") and PAULI FAMILY PARTNERSHIP ("Seller").

### RECITALS

Seller and Purchaser have entered into that certain Real Estate Purchase Contract dated March 14, 2007, as amended by that certain First Amendment to Real Estate Purchase Contract dated July 31, 2007, as further amended by that certain Second Amendment to Real Estate Purchase Contract dated August 3, 2007, as further amended by that certain Third Amendment to Real Estate Purchase Contract dated October 29, 2007 as further amended by that certain Fourth Amendment to Real Estate Purchase Contract dated December 19, 2007, as further amended by that certain Fifth Amendment to Real Estate Purchase Contract dated February 25, 2008, as further amended by that certain Sixth Amendment to Real Estate Purchase Contract dated April 30, 2008, as further amended by that certain Seventh Amendment to Real Estate Purchase Contract dated August 29, 2008, as further amended by that certain Eighth Amendment to Real Estate Purchase Contract dated November 26, 2008, as further amended by that Ninth Amendment to Real Estate Purchase Contract dated March 23, 2009, and as further amended by that Tenth Amendment to Real Estate Purchase Contract dated July 13, 2009 (collectively, the "Contract") relating to the purchase of the premises commonly known as 260 N. York Road, Elmhurst, Illinois (the "Property") which Property is more specifically described in the Contract. Purchaser and Seller now desire to amend the Contract in certain respects as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller and Purchaser agree as follows:

1. Any capitalized term used herein, but not defined herein, shall have the meaning given to such term in the Contract.
2. The Effective Date of this Amendment shall be November 9, 2009.
3. Investigation Period. Section 5 of the Contract is hereby amended to provide that the Investigation Period shall be extended for two hundred (200) days from the Effective Date of this Amendment, such that the Investigation Period shall now expire at 3:00 p.m. (CST) on May 28, 2010.
4. Environmental Condition. Section 6 of the Contract is hereby amended to read as follows:

"Environmental Condition. Seller and Purchaser hereby acknowledge and agree that there is a leaking underground storage tank incident at the Property known as incident number 20040998 (the "LUST Incident"). In connection therewith, Seller engaged TriCore Environmental, LLC ("TriCore") to prepare an environmental summary of the LUST Incident, and except as set forth below, Seller shall be responsible for all costs incurred in connection with TriCore's services. Purchaser acknowledges that it has reviewed and approved the Site Investigation and Completion Report for the LUST Incident at the Property ("SICR") and the Corrective Action Plan for the LUST Incident at the Property ("CAP"), which CAP was amended to comply with Purchaser's requirements for its proposed development at the Property ("Amended CAP"). On or about May 23, 2007 Seller submitted the Amended CAP and SICR to the Illinois Environmental Protective Agency ("IEPA") and, on or about July 17, 2007, the

IEPA rejected the Amended CAP for failure to conform with certain IEPA requirements (“IEPA Requirements”) as set forth on the IEPA’s letter. Seller hereby agrees to revise the Amended CAP (“Second Amended CAP”) to conform with the IEPA’s Requirements and resubmit the Second Amended CAP to the IEPA for approval, subject to the following:

(a) Second Amended CAP Review Period. Seller shall deliver to Purchaser the Second Amended CAP within one hundred twenty-five (125) days following the Effective Date of this Amendment. Purchaser shall have the right to review the Second Amended CAP, and within five (5) business days following Purchaser’s receipt of the Second Amended CAP, Purchaser shall notify Seller that either (i) Purchaser approves the Second Amended CAP or (ii) Purchaser disapproves the Second Amended Cap, provided, however, Purchaser may only disapprove those items related solely to Purchaser’s requirements for its proposed development at the Property (“CAP Requirements”). In the event Purchaser does not approve the Second Amended CAP, Seller shall, within five (5) business days after receipt of Purchaser’s notice of such disapproval amend the Second Amended CAP to comply with Purchaser’s CAP Requirements and deliver to Purchaser the revised Second Amendment CAP, which Purchaser shall approve or disapprove in writing. The parties acknowledge that the additional costs incurred in preparation of the Second Amended CAP to comply with the IEPA Requirements will be reimbursable from the LUST Fund. In the event the Closing occurs, Seller shall credit Purchaser at Closing for Purchaser’s costs incurred in connection with the Amended CAP.

(b) IEPA Approval Period. Following Seller’s receipt of Purchaser’s approval of the Second Amended CAP and continuing for a period of ninety (90) days thereafter (“IEPA Approval Period”) Seller shall obtain the approval of the Second Amended CAP for the LUST Incident (the “IEPA Approval”) from the Illinois Environmental Protective Agency (“IEPA”) that is either unconditional or which contains conditions that are not inconsistent with Purchaser’s CAP Requirements. During the IEPA Approval Period, Seller shall submit the Second Amended CAP to the IEPA and copy Purchaser on all correspondence related thereto and Seller shall not modify or amend the Second Amended CAP without first notifying Purchaser in writing and obtaining Purchaser’s written consent thereto. Moreover, Seller shall make any such modifications or amendments to the Second Amended CAP as required by the IEPA, unless such modifications or amendments are inconsistent with Purchaser’s CAP Requirements. Within five (5) business days after Seller notifies Purchaser of any proposed modification or amendment to the Second Amended CAP, Purchaser shall notify Seller in writing as to whether Purchaser consents to such modification or amendment. If Purchaser does not consent to such modification or amendment to the Second Amended CAP and such modification or amendment is required by the IEPA to obtain IEPA Approval, Seller shall, within five (5) days of receipt of Purchaser’s notice to Seller, notify Purchaser in writing whether Seller elects to terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder. If Purchaser does not consent to such modification or amendment to the Second Amended CAP, Purchaser shall, within said five (5) business period, provided such modifications or amendments are inconsistent with Purchaser’s Requirements, notify Seller in writing whether Purchaser elects to terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of

all of their obligations hereunder. Notwithstanding the foregoing, Purchaser shall not withhold its approval of the amendment or modification to the Second Amended CAP provided that such modification or amendment is required by the IEPA and is not inconsistent with Purchaser's CAP Requirements. Prior to the expiration of the IEPA Approval Period, Seller shall deliver a copy of the IEPA Approval to Purchaser. In the event Seller does not receive the IEPA Approval during the IEPA Approval Period either Seller, provided Seller has otherwise diligently pursued to obtain said approval, or Purchaser shall have the right to extend the IEPA Approval Period for two (2) consecutive thirty (30) day periods, provided written notice is given to the other party prior to the expiration of the IEPA Approval Period, however, in no event shall the IEPA Approval Period be extended later than September 30, 2010. In the event Seller fails to deliver the IEPA Approval to Purchaser during the IEPA Approval Period or any extension thereof, or if Seller fails to make the modifications or amendments as required by the IEPA during the IEPA Approval Period of any extension thereof, Purchaser shall have the right to terminate this Contract by giving written notice to Seller within five (5) days following the expiration of the IEPA Approval Period. If Purchaser elects to terminate this Contract pursuant to this Section 6(b), (i) all Earnest Money shall be returned to Purchaser; and (ii) the parties shall be released of all of their obligations hereunder. In the alternative, Purchaser may elect to proceed to close this transaction without having first obtained the IEPA Approval by delivering written notice to Seller of Purchaser's election within five (5) days following the expiration of the IEPA Approval Period.

(c) Remediation/Indemnity. If the transaction contemplated herein occurs, at the Closing, Purchaser shall execute a Leaking Underground Storage Tank Program Election to Proceed as Owner Form ("LPC 629") for the Property and following the Closing, Purchaser shall be responsible for performing remediation of the LUST Incident and obtaining a no further remediation letter from the IEPA, including the payment of all costs in connection with services related to such remediation, where such services are incurred after Purchaser's receipt of the IEPA Approval during the IEPA Approval Period. Purchaser shall indemnify and hold Seller harmless from and against all claims arising out of Purchaser's negligence or recklessness in connection with its remediation of the LUST Incident."

5. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of Seller and Purchaser. The terms and provisions of the Contract not specifically modified by this Amendment shall remain in full force and effect and shall not be construed to have been modified, waived, discharged or otherwise altered by this Amendment. The terms and provisions of the Contract are incorporated herein by reference as if fully stated herein. To the extent the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. This Amendment may be executed via facsimile transmission and all facsimile signatures shall be deemed originals for all purposes.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of the date first above written.

PURCHASER:

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

By: David M. Strosberg  
Name: DAVID M. STROSBERG  
Title: PRESIDENT

SELLER:

PAULI FAMILY PARTNERSHIP,  
an Illinois partnership

By: \_\_\_\_\_  
Name: Anne Spencer  
Title: Managing Partner

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of the date first above written.

PURCHASER:

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SELLER:

PAULI FAMILY PARTNERSHIP,  
an Illinois partnership

By: Anne Spencer  
Name: Anne Spencer  
Title: Managing Partner

## TENTH AMENDMENT TO REAL ESTATE PURCHASE CONTRACT

THIS TENTH AMENDMENT TO REAL ESTATE PURCHASE CONTRACT (this "Amendment") is dated as of July 13, 2009 by and between MORNINGSIDE EQUITIES GROUP, INC. ("Purchaser") and PAULI FAMILY PARTNERSHIP ("Seller").

### RECITALS

Seller and Purchaser have entered into that certain Real Estate Purchase Contract dated March 14, 2007, as amended by that certain First Amendment to Real Estate Purchase Contract dated July 31, 2007, as further amended by that certain Second Amendment to Real Estate Purchase Contract dated August 3, 2007, as further amended by that certain Third Amendment to Real Estate Purchase Contract dated October 29, 2007 as further amended by that certain Fourth Amendment to Real Estate Purchase Contract dated December 19, 2007, as further amended by that certain Fifth Amendment to Real Estate Purchase Contract dated February 25, 2008, as further amended by that certain Sixth Amendment to Real Estate Purchase Contract dated April 30, 2008, as further amended by that certain Seventh Amendment to Real Estate Purchase Contract dated August 29, 2008, as further amended by that certain Eighth Amendment to Real Estate Purchase Contract dated November 26, 2008, and as further amended by that Ninth Amendment to Real Estate Purchase Contract dated March 23, 2009 (collectively, the "Contract") relating to the purchase of the premises commonly known as 260 N. York Road, Elmhurst, Illinois (the "Property") which Property is more specifically described in the Contract. Purchaser and Seller now desire to amend the Contract in certain respects as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller and Purchaser agree as follows:

1. Any capitalized term used herein, but not defined herein, shall have the meaning given to such term in the Contract.
2. The Effective Date of this Amendment shall be July 13, 2009.
3. Investigation Period. Section 5 of the Contract is hereby amended to provide that the Investigation Period shall be extended for one hundred forty (140) days from the Effective Date of this Amendment, such that the Investigation Period shall now expire at 3:00 p.m. (CST) on November 30, 2009.
4. Environmental Condition. Section 6 of the Contract is hereby amended to read as follows:

"Environmental Condition. Seller and Purchaser hereby acknowledge and agree that there is a leaking underground storage tank incident at the Property known as incident number 20040998 (the "LUST Incident"). In connection therewith, Seller engaged TriCore Environmental, LLC ("TriCore") to prepare an environmental summary of the LUST Incident, and except as set forth below, Seller shall be responsible for all costs incurred in connection with TriCore's services. Purchaser acknowledges that it has reviewed and approved the Site Investigation and Completion Report for the LUST Incident at the Property ("SICR") and the Corrective Action Plan for the LUST Incident at the Property ("CAP"), which CAP was amended to comply with Purchaser's requirements for its proposed development at the Property ("Amended CAP"). On or about May 23, 2007 Seller submitted the Amended CAP and SICR to the Illinois Environmental Protective Agency ("IEPA") and, on or about July 17, 2007, the

IEPA rejected the Amended CAP for failure to conform with certain IEPA requirements ("IEPA Requirements") as set forth on the IEPA's letter. Seller hereby agrees to revise the Amended CAP ("Second Amended CAP") to conform with the IEPA's Requirements and resubmit the Second Amended CAP to the IEPA for approval, subject to the following:

(a) Second Amended CAP Review Period. Seller shall deliver to Purchaser the Second Amended CAP within one hundred twenty-five (125) days following the Effective Date of this Amendment. Purchaser shall have the right to review the Second Amended CAP, and within five (5) business days following Purchaser's receipt of the Second Amended CAP, Purchaser shall notify Seller that either (i) Purchaser approves the Second Amended CAP or (ii) Purchaser disapproves the Second Amended CAP, provided, however, Purchaser may only disapprove those items related solely to Purchaser's requirements for its proposed development at the Property ("CAP Requirements"). In the event Purchaser does not approve the Second Amended CAP, Seller shall, within five (5) business days after receipt of Purchaser's notice of such disapproval amend the Second Amended CAP to comply with Purchaser's CAP Requirements and deliver to Purchaser the revised Second Amendment CAP, which Purchaser shall approve or disapprove in writing. The parties acknowledge that the additional costs incurred in preparation of the Second Amended CAP to comply with the IEPA Requirements will be reimbursable from the LUST Fund. In the event the Closing occurs, Seller shall credit Purchaser at Closing for Purchaser's costs incurred in connection with the Amended CAP.

(b) IEPA Approval Period. Following Seller's receipt of Purchaser's approval of the Second Amended CAP and continuing for a period of ninety (90) days thereafter ("IEPA Approval Period") Seller shall obtain the approval of the Second Amended CAP for the LUST Incident (the "IEPA Approval") from the Illinois Environmental Protective Agency ("IEPA") that is either unconditional or which contains conditions that are not inconsistent with Purchaser's CAP Requirements. During the IEPA Approval Period, Seller shall submit the Second Amended CAP to the IEPA and copy Purchaser on all correspondence related thereto and Seller shall not modify or amend the Second Amended CAP without first notifying Purchaser in writing and obtaining Purchaser's written consent thereto. Moreover, Seller shall make any such modifications or amendments to the Second Amended CAP as required by the IEPA, unless such modifications or amendments are inconsistent with Purchaser's CAP Requirements. Within five (5) business days after Seller notifies Purchaser of any proposed modification or amendment to the Second Amended CAP, Purchaser shall notify Seller in writing as to whether Purchaser consents to such modification or amendment. If Purchaser does not consent to such modification or amendment to the Second Amended CAP and such modification or amendment is required by the IEPA to obtain IEPA Approval, Seller shall, within five (5) days of receipt of Purchaser's notice to Seller, notify Purchaser in writing whether Seller elects to terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder. If Purchaser does not consent to such modification or amendment to the Second Amended CAP, Purchaser shall, within said five (5) business period, provided such modifications or amendments are inconsistent with Purchaser's Requirements, notify Seller in writing whether Purchaser elects to terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of

all of their obligations hereunder. Notwithstanding the foregoing, Purchaser shall not withhold its approval of the amendment or modification to the Second Amended CAP provided that such modification or amendment is required by the IEPA and is not inconsistent with Purchaser's CAP Requirements. Prior to the expiration of the IEPA Approval Period, Seller shall deliver a copy of the IEPA Approval to Purchaser. In the event Seller does not receive the IEPA Approval during the IEPA Approval Period either Seller, provided Seller has otherwise diligently pursued to obtain said approval, or Purchaser shall have the right to extend the IEPA Approval Period for two (2) consecutive thirty (30) day periods, provided written notice is given to the other party prior to the expiration of the IEPA Approval Period, however, in no event shall the IEPA Approval Period be extended later than March 31, 2010. In the event Seller fails to deliver the IEPA Approval to Purchaser during the IEPA Approval Period or any extension thereof, or if Seller fails to make the modifications or amendments as required by the IEPA during the IEPA Approval Period of any extension thereof, Purchaser shall have the right to terminate this Contract by giving written notice to Seller within five (5) days following the expiration of the IEPA Approval Period. If Purchaser elects to terminate this Contract pursuant to this Section 6(b), (i) all Earnest Money shall be returned to Purchaser; and (ii) the parties shall be released of all of their obligations hereunder. In the alternative, Purchaser may elect to proceed to close this transaction without having first obtained the IEPA Approval by delivering written notice to Seller of Purchaser's election within five (5) days following the expiration of the IEPA Approval Period.

(c) Remediation/Indemnity. If the transaction contemplated herein occurs, at the Closing, Purchaser shall execute a Leaking Underground Storage Tank Program Election to Proceed as Owner Form ("LPC 629") for the Property and following the Closing, Purchaser shall be responsible for performing remediation of the LUST Incident and obtaining a no further remediation letter from the IEPA, including the payment of all costs in connection with services related to such remediation, where such services are incurred after Purchaser's receipt of the IEPA Approval during the IEPA Approval Period. Purchaser shall indemnify and hold Seller harmless from and against all claims arising out of Purchaser's negligence or recklessness in connection with its remediation of the LUST Incident."

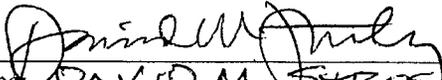
5. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of Seller and Purchaser. The terms and provisions of the Contract not specifically modified by this Amendment shall remain in full force and effect and shall not be construed to have been modified, waived, discharged or otherwise altered by this Amendment. The terms and provisions of the Contract are incorporated herein by reference as if fully stated herein. To the extent the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. This Amendment may be executed via facsimile transmission and all facsimile signatures shall be deemed originals for all purposes.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of the date first above written.

PURCHASER:

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

By:   
Name: DAVID M. STROSBERG  
Title: PRESIDENT

SELLER:

PAULI FAMILY PARTNERSHIP,  
an Illinois partnership

By: \_\_\_\_\_  
Name: Anne Spencer  
Title: Managing Partner

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of the date first above written.

PURCHASER:

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SELLER:

PAULI FAMILY PARTNERSHIP,  
an Illinois partnership

By: Anne Spencer  
Name: Anne Spencer  
Title: Managing Partner

COPY

NINTH AMENDMENT TO REAL ESTATE PURCHASE CONTRACT

THIS NINTH AMENDMENT TO REAL ESTATE PURCHASE CONTRACT (this "Amendment") is dated as of March 23, 2009 by and between MORNINGSIDE EQUITIES GROUP, INC. ("Purchaser") and PAULI FAMILY PARTNERSHIP ("Seller").

RECITALS

Seller and Purchaser have entered into that certain Real Estate Purchase Contract dated March 14, 2007, as amended by that certain First Amendment to Real Estate Purchase Contract dated July 31, 2007, as further amended by that certain Second Amendment to Real Estate Purchase Contract dated August 3, 2007, as further amended by that certain Third Amendment to Real Estate Purchase Contract dated October 29, 2007 as further amended by that certain Fourth Amendment to Real Estate Purchase Contract dated December 19, 2007, as further amended by that certain Fifth Amendment to Real Estate Purchase Contract dated February 25, 2008, as further amended by that certain Sixth Amendment to Real Estate Purchase Contract dated April 30, 2008, as further amended by that certain Seventh Amendment to Real Estate Purchase Contract dated August 29, 2008, and as further amended by that certain Eighth Amendment to Real Estate Purchase Contract dated November 26, 2008 (collectively, the "Contract") relating to the purchase of the premises commonly known as 260 N. York Road, Elmhurst, Illinois (the "Property") which Property is more specifically described in the Contract. Purchaser and Seller now desire to amend the Contract in certain respects as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller and Purchaser agree as follows:

1. Any capitalized term used herein, but not defined herein, shall have the meaning given to such term in the Contract.
2. The Effective Date of this Amendment shall be March 23, 2009.
3. Investigation Period. Section 5 of the Contract is hereby amended to provide that the Investigation Period shall be extended for one hundred thirty (130) days from the Effective Date of this Amendment, such that the Investigation Period shall now expire at 3:00 p.m. (CST) on July 31, 2009.
4. Environmental Condition. Section 6 of the Contract is hereby amended to read as follows:

"Environmental Condition. Seller and Purchaser hereby acknowledge and agree that there is a leaking underground storage tank incident at the Property known as incident number 20040998 (the "LUST Incident"). In connection therewith, Seller engaged TriCore Environmental, LLC ("TriCore") to prepare an environmental summary of the LUST Incident, and except as set forth below, Seller shall be responsible for all costs incurred in connection with TriCore's services. Purchaser acknowledges that it has reviewed and approved the Site Investigation and Completion Report for the LUST Incident at the Property ("SICR") and the Corrective Action Plan for the LUST Incident at the Property ("CAP"), which CAP was amended to comply with Purchaser's requirements for its proposed development at the Property ("Amended CAP"). On or about May 23, 2007 Seller submitted the Amended CAP and SICR to the Illinois Environmental Protective Agency ("IEPA") and, on or about July 17, 2007, the IEPA rejected the Amended CAP for failure to conform with certain IEPA requirements ("IEPA Requirements") as set forth on the IEPA's letter. Seller hereby agrees to revise the

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Amended CAP ("Second Amended CAP") to conform with the IEPA's Requirements and resubmit the Second Amended CAP to the IEPA for approval, subject to the following:

(a) Second Amended CAP Review Period. Seller shall deliver to Purchaser the Second Amended CAP within one hundred twenty-five (125) days following the Effective Date of this Amendment. Purchaser shall have the right to review the Second Amended CAP, and within five (5) business days following Purchaser's receipt of the Second Amended CAP, Purchaser shall notify Seller that either (i) Purchaser approves the Second Amended CAP or (ii) Purchaser disapproves the Second Amended Cap, provided, however, Purchaser may only disapprove those items related solely to Purchaser's requirements for its proposed development at the Property ("CAP Requirements"). In the event Purchaser does not approve the Second Amended CAP, Seller shall, within five (5) business days after receipt of Purchaser's notice of such disapproval amend the Second Amended CAP to comply with Purchaser's CAP Requirements and deliver to Purchaser the revised Second Amendment CAP, which Purchaser shall approve or disapprove in writing. The parties acknowledge that the additional costs incurred in preparation of the Second Amended CAP to comply with the IEPA Requirements will be reimbursable from the LUST Fund. In the event the Closing occurs, Seller shall credit Purchaser at Closing for Purchaser's costs incurred in connection with the Amended CAP.

(b) IEPA Approval Period. Following Seller's receipt of Purchaser's approval of the Second Amended CAP and continuing for a period of ninety (90) days thereafter ("IEPA Approval Period") Seller shall obtain the approval of the Second Amended CAP for the LUST Incident (the "IEPA Approval") from the Illinois Environmental Protective Agency ("IEPA") that is either unconditional or which contains conditions that are not inconsistent with Purchaser's CAP Requirements. During the IEPA Approval Period, Seller shall submit the Second Amended CAP to the IEPA and copy Purchaser on all correspondence related thereto and Seller shall not modify or amend the Second Amended CAP without first notifying Purchaser in writing and obtaining Purchaser's written consent thereto. Moreover, Seller shall make any such modifications or amendments to the Second Amended CAP as required by the IEPA, unless such modifications or amendments are inconsistent with Purchaser's CAP Requirements. Within five (5) business days after Seller notifies Purchaser of any proposed modification or amendment to the Second Amended CAP, Purchaser shall notify Seller in writing as to whether Purchaser consents to such modification or amendment. If Purchaser does not consent to such modification or amendment to the Second Amended CAP and such modification or amendment is required by the IEPA to obtain IEPA Approval, Seller shall, within five (5) days of receipt of Purchaser's notice to Seller, notify Purchaser in writing whether Seller elects to terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder. If Purchaser does not consent to such modification or amendment to the Second Amended CAP, Purchaser shall, within said five (5) business period, provided such modifications or amendments are inconsistent with Purchaser's Requirements, notify Seller in writing whether Purchaser elects to terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder. Notwithstanding the foregoing, Purchaser shall not withhold its approval of the amendment or modification to the Second

Amended CAP provided that such modification or amendment is required by the IEPA and is not inconsistent with Purchaser's CAP Requirements. Prior to the expiration of the IEPA Approval Period, Seller shall deliver a copy of the IEPA Approval to Purchaser. In the event Seller does not receive the IEPA Approval during the IEPA Approval Period either Seller, provided Seller has otherwise diligently pursued to obtain said approval, or Purchaser shall have the right to extend the IEPA Approval Period for two (2) consecutive thirty (30) day periods, provided written notice is given to the other party prior to the expiration of the IEPA Approval Period, however, in no event shall the IEPA Approval Period be extended later than November 30, 2009. In the event Seller fails to deliver the IEPA Approval to Purchaser during the IEPA Approval Period or any extension thereof, or if Seller fails to make the modifications or amendments as required by the IEPA during the IEPA Approval Period or any extension thereof, Purchaser shall have the right to terminate this Contract by giving written notice to Seller within five (5) days following the expiration of the IEPA Approval Period. If Purchaser elects to terminate this Contract pursuant to this Section 6(b), (i) all Earnest Money shall be returned to Purchaser; and (ii) the parties shall be released of all of their obligations hereunder. In the alternative, Purchaser may elect to proceed to close this transaction without having first obtained the IEPA Approval by delivering written notice to Seller of Purchaser's election within five (5) days following the expiration of the IEPA Approval Period.

(c) Remediation/Indemnity. If the transaction contemplated herein occurs, at the Closing, Purchaser shall execute a Leaking Underground Storage Tank Program Election to Proceed as Owner Form ("LPC 629") for the Property and following the Closing, Purchaser shall be responsible for performing remediation of the LUST Incident and obtaining a no further remediation letter from the IEPA, including the payment of all costs in connection with services related to such remediation, where such services are incurred after Purchaser's receipt of the IEPA Approval during the IEPA Approval Period. Purchaser shall indemnify and hold Seller harmless from and against all claims arising out of Purchaser's negligence or recklessness in connection with its remediation of the LUST Incident."

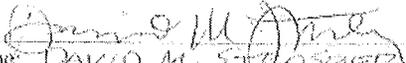
5. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of Seller and Purchaser. The terms and provisions of the Contract not specifically modified by this Amendment shall remain in full force and effect and shall not be construed to have been modified, waived, discharged or otherwise altered by this Amendment. The terms and provisions of the Contract are incorporated herein by reference as if fully stated herein. To the extent the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. This Amendment may be executed via facsimile transmission and all facsimile signatures shall be deemed originals for all purposes.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of the date first above written.

PURCHASER:

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

By:   
Name: DAVID M. STROSBERG  
Title: PRESIDENT

SELLER:

PAULI FAMILY PARTNERSHIP,  
an Illinois partnership

By: \_\_\_\_\_  
Name: Charles R. Pauli  
Title: Partner

IN WITNESS WHEREOF, this Amendment has **been** executed by the parties hereto as of the date first above written.

PURCHASER:

**MORNINGSIDE EQUITIES GROUP, INC.,**  
an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SELLER:

**PAULI FAMILY PARTNERSHIP,**  
an Illinois partnership

By:   
Name: **Charles R. Pauli**  
Title: Partner

## EIGHTH AMENDMENT TO REAL ESTATE PURCHASE CONTRACT

THIS EIGHTH AMENDMENT TO REAL ESTATE PURCHASE CONTRACT (this "Amendment") is dated as of November 26, 2008 by and between MORNINGSIDE EQUITIES GROUP, INC. ("Purchaser") and PAULI FAMILY PARTNERSHIP ("Seller").

### RECITALS

Seller and Purchaser have entered into that certain Real Estate Purchase Contract dated March 14, 2007, as amended by that certain First Amendment to Real Estate Purchase Contract dated July 31, 2007, as further amended by that certain Second Amendment to Real Estate Purchase Contract dated August 3, 2007, as further amended by that certain Third Amendment to Real Estate Purchase Contract dated October 29, 2007 as further amended by that certain Fourth Amendment to Real Estate Purchase Contract dated December 19, 2007, as further amended by that certain Fifth Amendment to Real Estate Purchase Contract dated February 25, 2008, as further amended by that certain Sixth Amendment to Real Estate Purchase Contract dated April 30, 2008, and as further amended by that certain Seventh Amendment to Real Estate Purchase Contract dated August 29, 2008 (collectively, the "Contract") relating to the purchase of the premises commonly known as 260 N. York Road, Elmhurst, Illinois (the "Property") which Property is more specifically described in the Contract. Purchaser and Seller now desire to amend the Contract in certain respects as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller and Purchaser agree as follows:

1. Any capitalized term used herein, but not defined herein, shall have the meaning given to such term in the Contract.
2. The Effective Date of this Amendment shall be November 26, 2008.
3. Investigation Period. Section 5 of the Contract is hereby amended to provide that the Investigation Period shall be extended for one hundred twenty-five (125) days from the Effective Date of this Amendment, such that the Investigation Period shall now expire at 3:00 p.m. (CST) on March 31, 2009.
4. Environmental Condition. Section 6 of the Contract is hereby amended to read as follows:

"Environmental Condition. Seller and Purchaser hereby acknowledge and agree that there is a leaking underground storage tank incident at the Property known as incident number 20040998 (the "LUST Incident"). In connection therewith, Seller engaged TriCore Environmental, LLC ("TriCore") to prepare an environmental summary of the LUST Incident, and except as set forth below, Seller shall be responsible for all costs incurred in connection with TriCore's services. Purchaser acknowledges that it has reviewed and approved the Site Investigation and Completion Report for the LUST Incident at the Property ("SICR") and the Corrective Action Plan for the LUST Incident at the Property ("CAP"), which CAP was amended to comply with Purchaser's requirements for its proposed development at the Property ("Amended CAP"). On or about May 23, 2007 Seller submitted the Amended CAP and SICR to the Illinois Environmental Protective Agency ("IEPA") and; on or about July 17, 2007, the IEPA rejected the Amended CAP for failure to conform with certain IEPA requirements ("IEPA Requirements") as set forth on the IEPA's letter. Seller hereby agrees to revise the

Amended CAP ("Second Amended CAP") to conform with the IEPA's Requirements and resubmit the Second Amended CAP to the IEPA for approval, subject to the following:

(a) Second Amended CAP Review Period. Seller shall deliver to Purchaser the Second Amended CAP within one hundred twenty-five (125) days following the Effective Date of this Amendment. Purchaser shall have the right to review the Second Amended CAP, and within five (5) business days following Purchaser's receipt of the Second Amended CAP, Purchaser shall notify Seller that either (i) Purchaser approves the Second Amended CAP or (ii) Purchaser disapproves the Second Amended CAP, provided, however, Purchaser may only disapprove those items related solely to Purchaser's requirements for its proposed development at the Property ("CAP Requirements"). In the event Purchaser does not approve the Second Amended CAP, Seller shall, within five (5) business days after receipt of Purchaser's notice of such disapproval amend the Second Amended CAP to comply with Purchaser's CAP Requirements and deliver to Purchaser the revised Second Amendment CAP, which Purchaser shall approve or disapprove in writing. The parties acknowledge that the additional costs incurred in preparation of the Second Amended CAP to comply with the IEPA Requirements will be reimbursable from the LUST Fund. In the event the Closing occurs, Seller shall credit Purchaser at Closing for Purchaser's costs incurred in connection with the Amended CAP.

(b) IEPA Approval Period. Following Seller's receipt of Purchaser's approval of the Second Amended CAP and continuing for a period of ninety (90) days thereafter ("IEPA Approval Period") Seller shall obtain the approval of the Second Amended CAP for the LUST Incident (the "IEPA Approval") from the Illinois Environmental Protective Agency ("IEPA") that is either unconditional or which contains conditions that are not inconsistent with Purchaser's CAP Requirements. During the IEPA Approval Period, Seller shall submit the Second Amended CAP to the IEPA and copy Purchaser on all correspondence related thereto and Seller shall not modify or amend the Second Amended CAP without first notifying Purchaser in writing and obtaining Purchaser's written consent thereto. Moreover, Seller shall make any such modifications or amendments to the Second Amended CAP as required by the IEPA, unless such modifications or amendments are inconsistent with Purchaser's CAP Requirements. Within five (5) business days after Seller notifies Purchaser of any proposed modification or amendment to the Second Amended CAP, Purchaser shall notify Seller in writing as to whether Purchaser consents to such modification or amendment. If Purchaser does not consent to such modification or amendment to the Second Amended CAP and such modification or amendment is required by the IEPA to obtain IEPA Approval, Seller shall, within five (5) days of receipt of Purchaser's notice to Seller, notify Purchaser in writing whether Seller elects to terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder. If Purchaser does not consent to such modification or amendment to the Second Amended CAP, Purchaser shall, within said five (5) business period, provided such modifications or amendments are inconsistent with Purchaser's Requirements, notify Seller in writing whether Purchaser elects to terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder. Notwithstanding the foregoing, Purchaser shall not withhold its approval of the amendment or modification to the Second

Amended CAP provided that such modification or amendment is required by the IEPA and is not inconsistent with Purchaser's CAP Requirements. Prior to the expiration of the IEPA Approval Period, Seller shall deliver a copy of the IEPA Approval to Purchaser. In the event Seller does not receive the IEPA Approval during the IEPA Approval Period either Seller, provided Seller has otherwise diligently pursued to obtain said approval, or Purchaser shall have the right to extend the IEPA Approval Period for two (2) consecutive thirty (30) day periods, provided written notice is given to the other party prior to the expiration of the IEPA Approval Period, however, in no event shall the IEPA Approval Period be extended later than July 31, 2009. In the event Seller fails to deliver the IEPA Approval to Purchaser during the IEPA Approval Period or any extension thereof, or if Seller fails to make the modifications or amendments as required by the IEPA during the IEPA Approval Period or any extension thereof, Purchaser shall have the right to terminate this Contract by giving written notice to Seller within five (5) days following the expiration of the IEPA Approval Period. If Purchaser elects to terminate this Contract pursuant to this Section 6(b), (i) all Earnest Money shall be returned to Purchaser; and (ii) the parties shall be released of all of their obligations hereunder. In the alternative, Purchaser may elect to proceed to close this transaction without having first obtained the IEPA Approval by delivering written notice to Seller of Purchaser's election within five (5) days following the expiration of the IEPA Approval Period.

(c) Remediation/Indemnity. If the transaction contemplated herein occurs, at the Closing, Purchaser shall execute a Leaking Underground Storage Tank Program Election to Proceed as Owner Form ("LPC 629") for the Property and following the Closing, Purchaser shall be responsible for performing remediation of the LUST Incident and obtaining a no further remediation letter from the IEPA, including the payment of all costs in connection with services related to such remediation, where such services are incurred after Purchaser's receipt of the IEPA Approval during the IEPA Approval Period. Purchaser shall indemnify and hold Seller harmless from and against all claims arising out of Purchaser's negligence or recklessness in connection with its remediation of the LUST Incident."

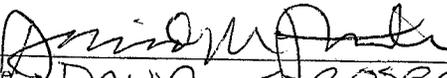
5. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of Seller and Purchaser. The terms and provisions of the Contract not specifically modified by this Amendment shall remain in full force and effect and shall not be construed to have been modified, waived, discharged or otherwise altered by this Amendment. The terms and provisions of the Contract are incorporated herein by reference as if fully stated herein. To the extent the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. This Amendment may be executed via facsimile transmission and all facsimile signatures shall be deemed originals for all purposes.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of the date first above written.

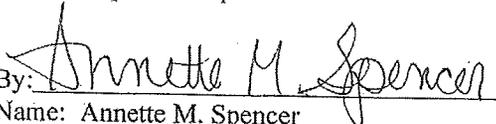
PURCHASER:

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

By:   
Name: DAVID GROSBERG  
Title: PRESIDENT

SELLER:

PAULI FAMILY PARTNERSHIP,  
an Illinois partnership

By:   
Name: Annette M. Spencer  
Title: Managing Partner

COPY

SEVENTH AMENDMENT TO REAL ESTATE PURCHASE CONTRACT

THIS SEVENTH AMENDMENT TO REAL ESTATE PURCHASE CONTRACT (this "Amendment") is dated as of August 29, 2008 by and between MORNINGSIDE EQUITIES GROUP, INC. ("Purchaser") and PAULI FAMILY PARTNERSHIP ("Seller").

RECITALS

Seller and Purchaser have entered into that certain Real Estate Purchase Contract dated March 14, 2007, as amended by that certain First Amendment to Real Estate Purchase Contract dated July 31, 2007, as further amended by that certain Second Amendment to Real Estate Purchase Contract dated August 3, 2007, as further amended by that certain Third Amendment to Real Estate Purchase Contract dated October 29, 2007 as further amended by that certain Fourth Amendment to Real Estate Purchase Contract dated December 19, 2007, as further amended by that certain Fifth Amendment to Real Estate Purchase Contract dated February 25, 2008, and as further amended by that certain Sixth Amendment to Real Estate Purchase Contract dated April 30, 2008 (collectively, the "Contract") relating to the purchase of the premises commonly known as 260 N. York Road, Elmhurst, Illinois (the "Property") which Property is more specifically described in the Contract. Purchaser and Seller now desire to amend the Contract in certain respects as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller and Purchaser agree as follows:

1. Any capitalized term used herein, but not defined herein, shall have the meaning given to such term in the Contract.
2. The "Effective Date of this Amendment shall be August 29, 2008.
3. Investigation Period. Section 5 of the Contract is hereby amended to provide that the Investigation Period shall be extended for ninety-four (94) days from the Effective Date of this Amendment, such that the Investigation Period shall now expire at 3:00 p.m. (CST) on December 1, 2008.
4. Environmental Condition. Section 6 of the Contract is hereby amended to read as follows:

"Environmental Condition. Seller and Purchaser hereby acknowledge and agree that there is a leaking underground storage tank incident at the Property known as incident number 20040998 (the "LUST Incident"). In connection therewith, Seller engaged TriCore Environmental, LLC ("TriCore") to prepare an environmental summary of the LUST Incident, and except as set forth below, Seller shall be responsible for all costs incurred in connection with TriCore's services. Purchaser acknowledges that it has reviewed and approved the Site Investigation and Completion Report for the LUST Incident at the Property ("SICR") and the Corrective Action Plan for the LUST Incident at the Property ("CAP"), which CAP was amended to comply with Purchaser's requirements for its proposed development at the Property ("Amended CAP"). On or about May 23, 2007 Seller submitted the Amended CAP and SICR to the Illinois Environmental Protective Agency ("IEPA") and, on or about July 17, 2007, the IEPA rejected the Amended CAP for failure to conform with certain IEPA requirements ("IEPA Requirements") as set forth on the IEPA's letter. Seller hereby agrees to revise the

Amended CAP ("Second Amended CAP") to conform with the IEPA's Requirements and resubmit the Second Amended CAP to the IEPA for approval, subject to the following:

(a) Second Amended CAP Review Period. Seller shall deliver to Purchaser the Second Amended CAP within one hundred twenty-five (125) days following the Effective Date of this Amendment. Purchaser shall have the right to review the Second Amended CAP, and within five (5) business days following Purchaser's receipt of the Second Amended CAP, Purchaser shall notify Seller that either (i) Purchaser approves the Second Amended CAP or (ii) Purchaser disapproves the Second Amended Cap, provided, however, Purchaser may only disapprove those items related solely to Purchaser's requirements for its proposed development at the Property ("CAP Requirements"). In the event Purchaser does not approve the Second Amended CAP, Seller shall, within five (5) business days after receipt of Purchaser's notice of such disapproval amend the Second Amended CAP to comply with Purchaser's CAP Requirements and deliver to Purchaser the revised Second Amendment CAP, which Purchaser shall approve or disapprove in writing. The parties acknowledge that the additional costs incurred in preparation of the Second Amended CAP to comply with the IEPA Requirements will be reimbursable from the LUST Fund. In the event the Closing occurs, Seller shall credit Purchaser at Closing for Purchaser's costs incurred in connection with the Amended CAP.

(b) IEPA Approval Period. Following Seller's receipt of Purchaser's approval of the Second Amended CAP and continuing for a period of ninety (90) days thereafter ("IEPA Approval Period") Seller shall obtain the approval of the Second Amended CAP for the LUST Incident (the "IEPA Approval") from the Illinois Environmental Protective Agency ("IEPA") that is either unconditional or which contains conditions that are not inconsistent with Purchaser's CAP Requirements. During the IEPA Approval Period, Seller shall submit the Second Amended CAP to the IEPA and copy Purchaser on all correspondence related thereto and Seller shall not modify or amend the Second Amended CAP without first notifying Purchaser in writing and obtaining Purchaser's written consent thereto. Moreover, Seller shall make any such modifications or amendments to the Second Amended CAP as required by the IEPA, unless such modifications or amendments are inconsistent with Purchaser's CAP Requirements. Within five (5) business days after Seller notifies Purchaser of any proposed modification or amendment to the Second Amended CAP, Purchaser shall notify Seller in writing as to whether Purchaser consents to such modification or amendment. If Purchaser does not consent to such modification or amendment to the Second Amended CAP and such modification or amendment is required by the IEPA to obtain IEPA Approval, Seller shall, within five (5) days of receipt of Purchaser's notice to Seller, notify Purchaser in writing whether Seller elects to terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder. If Purchaser does not consent to such modification or amendment to the Second Amended CAP, Purchaser shall, within said five (5) business period, provided such modifications or amendments are inconsistent with Purchaser's Requirements, notify Seller in writing whether Purchaser elects to terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder. Notwithstanding the foregoing, Purchaser shall not withhold its approval of the amendment or modification to the Second

Amended CAP provided that such modification or amendment is required by the IEPA and is not inconsistent with Purchaser's CAP Requirements. Prior to the expiration of the IEPA Approval Period, Seller shall deliver a copy of the IEPA Approval to Purchaser. In the event Seller does not receive the IEPA Approval during the IEPA Approval Period either Seller, provided Seller has otherwise diligently pursued to obtain said approval, or Purchaser shall have the right to extend the IEPA Approval Period for two (2) consecutive thirty (30) day periods, provided written notice is given to the other party prior to the expiration of the IEPA Approval Period, however, in no event shall the IEPA Approval Period be extended later than March 31, 2009. In the event Seller fails to deliver the IEPA Approval to Purchaser during the IEPA Approval Period or any extension thereof, or if Seller fails to make the modifications or amendments as required by the IEPA during the IEPA Approval Period of any extension thereof, Purchaser shall have the right to terminate this Contract by giving written notice to Seller within five (5) days following the expiration of the IEPA Approval Period. If Purchaser elects to terminate this Contract pursuant to this Section 6(b), (i) all Earnest Money shall be returned to Purchaser; and (ii) the parties shall be released of all of their obligations hereunder. In the alternative, Purchaser may elect to proceed to close this transaction without having first obtained the IEPA Approval by delivering written notice to Seller of Purchaser's election within five (5) days following the expiration of the IEPA Approval Period.

(c) Remediation/Indemnity. If the transaction contemplated herein occurs, at the Closing, Purchaser shall execute a Leaking Underground Storage Tank Program Election to Proceed as Owner Form ("LPC 629") for the Property and following the Closing, Purchaser shall be responsible for performing remediation of the LUST Incident and obtaining a no further remediation letter from the IEPA, including the payment of all costs in connection with services related to such remediation, where such services are incurred after Purchaser's receipt of the IEPA Approval during the IEPA Approval Period. Purchaser shall indemnify and hold Seller harmless from and against all claims arising out of Purchaser's negligence or recklessness in connection with its remediation of the LUST Incident."

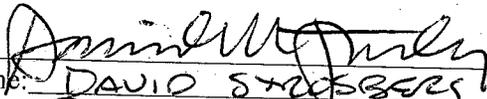
5. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of Seller and Purchaser. The terms and provisions of the Contract not specifically modified by this Amendment shall remain in full force and effect and shall not be construed to have been modified, waived, discharged or otherwise altered by this Amendment. The terms and provisions of the Contract are incorporated herein by reference as if fully stated herein. To the extent the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. This Amendment may be executed via facsimile transmission and all facsimile signatures shall be deemed originals for all purposes.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of the date first above written.

PURCHASER:

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

By:   
Name: DAVID STOBBER  
Title: PRESIDENT

SELLER:

PAULI FAMILY PARTNERSHIP,  
an Illinois partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Aug 29 2008 4:50PM PAULI'S

630 627-3543

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of the date first above written.

**PURCHASER:**

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLER:**

PAULI FAMILY PARTNERSHIP,  
an Illinois partnership

By: Joseph K. Cutright  
Name: JOSEPH K. CUTRIGHT  
Title: PARTNER

COPY

SIXTH AMENDMENT TO REAL ESTATE PURCHASE CONTRACT

THIS SIXTH AMENDMENT TO REAL ESTATE PURCHASE CONTRACT (this "Amendment") is dated as of April 30, 2008 by and between MORNINGSIDE EQUITIES GROUP, INC. ("Purchaser") and PAULI FAMILY PARTNERSHIP ("Seller").

RECITALS

Seller and Purchaser have entered into that certain Real Estate Purchase Contract dated March 14, 2007, as amended by that certain First Amendment to Real Estate Purchase Contract dated July 31, 2007, as further amended by that certain Second Amendment to Real Estate Purchase Contract dated August 3, 2007, as further amended by that certain Third Amendment to Real Estate Purchase Contract dated October 29, 2007 as further amended by that certain Fourth Amendment to Real Estate Purchase Contract dated December 19, 2007, and as further amended by that certain Fifth Amendment to Real Estate Purchase Contract dated February 25, 2008 (collectively, the "Contract") relating to the purchase of the premises commonly known as 260 N. York Road, Elmhurst, Illinois (the "Property") which Property is more specifically described in the Contract. Purchaser and Seller now desire to amend the Contract in certain respects as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller and Purchaser agree as follows:

1. Any capitalized term used herein, but not defined herein, shall have the meaning given to such term in the Contract.
2. The "Effective Date of this Amendment shall be April 30, 2008.
3. Investigation Period. Section 5 of the Contract is hereby amended to provide that the Investigation Period shall be extended for one hundred twenty-five (125) days from the Effective Date of this Amendment, such that the Investigation Period shall now expire at 3:00 p.m. (CST) on September 2, 2008.
4. Environmental Condition. Section 6 of the Contract is hereby amended to read as follows:

Environmental Condition. Seller and Purchaser hereby acknowledge and agree that there is a leaking underground storage tank incident at the Property known as incident number 20040998 (the "LUST Incident"). In connection therewith, Seller engaged TriCore Environmental, LLC ("TriCore") to prepare an environmental summary of the LUST Incident, and except as set forth below, Seller shall be responsible for all costs incurred in connection with TriCore's services. Purchaser acknowledges that it has reviewed and approved the Site Investigation and Completion Report for the LUST Incident at the Property ("SICR") and the Corrective Action Plan for the LUST Incident at the Property ("CAP"), which CAP was amended to comply with Purchaser's requirements for its proposed development at the Property ("Amended CAP"). On or about May 23, 2007 Seller submitted the Amended CAP and SICR to the Illinois Environmental Protective Agency ("IEPA") and, on or about July 17, 2007, the IEPA rejected the Amended CAP for failure to conform with certain IEPA requirements ("IEPA Requirements") as set forth on the IEPA's letter. Seller hereby agrees to revise the Amended CAP ("Second Amended CAP") to conform with the IEPA's Requirements and resubmit the Second Amended CAP to the IEPA for approval, subject to the following:

(a) Second Amended CAP Review Period. Seller shall deliver to Purchaser the Second Amended CAP within one hundred twenty-five (125) days following the Effective Date of this Amendment. Purchaser shall have the right to review the Second Amended CAP, and within five (5) business days following Purchaser's receipt of the Second Amended CAP, Purchaser shall notify Seller that either (i) Purchaser approves the Second Amended CAP or (ii) Purchaser disapproves the Second Amended CAP, provided, however, Purchaser may only disapprove those items related solely to Purchaser's requirements for its proposed development at the Property ("CAP Requirements"). In the event Purchaser does not approve the Second Amended CAP, Seller shall, within five (5) business days after receipt of Purchaser's notice of such disapproval amend the Second Amended CAP to comply with Purchaser's CAP Requirements and deliver to Purchaser the revised Second Amended CAP, which Purchaser shall approve or disapprove in writing. The parties acknowledge that the additional costs incurred in preparation of the Second Amended CAP to comply with the IEPA Requirements will be reimbursable from the LUST Fund. In the event the Closing occurs, Seller shall credit Purchaser at Closing for Purchaser's costs incurred in connection with the Amended CAP.

(b) IEPA Approval Period. Following Seller's receipt of Purchaser's approval of the Second Amended CAP and continuing for a period of ninety (90) days thereafter ("IEPA Approval Period") Seller shall obtain the approval of the Second Amended CAP for the LUST Incident (the "IEPA Approval") from the Illinois Environmental Protective Agency ("IEPA") that is either unconditional or which contains conditions that are not inconsistent with Purchaser's CAP Requirements. During the IEPA Approval Period, Seller shall submit the Second Amended CAP to the IEPA and copy Purchaser on all correspondence related thereto and Seller shall not modify or amend the Second Amended CAP without first notifying Purchaser in writing and obtaining Purchaser's written consent thereto. Moreover, Seller shall make any such modifications or amendments to the Second Amended CAP as required by the IEPA, unless such modifications or amendments are inconsistent with Purchaser's CAP Requirements. Within five (5) business days after Seller notifies Purchaser of any proposed modification or amendment to the Second Amended CAP, Purchaser shall notify Seller in writing as to whether Purchaser consents to such modification or amendment. If Purchaser does not consent to such modification or amendment to the Second Amended CAP and such modification or amendment is required by the IEPA to obtain IEPA Approval, Seller shall, within five (5) days of receipt of Purchaser's notice to Seller, notify Purchaser in writing whether Seller elects to terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder. If Purchaser does not consent to such modification or amendment to the Second Amended CAP, Purchaser shall, within said five (5) business period, provided such modifications or amendments are inconsistent with Purchaser's Requirements, notify Seller in writing whether Purchaser elects to terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder. Notwithstanding the foregoing, Purchaser shall not withhold its approval of the amendment or modification to the Second Amended CAP provided that such modification or amendment is required by the IEPA and is not inconsistent with Purchaser's CAP Requirements. Prior to the expiration of the IEPA Approval Period, Seller shall deliver a copy of the IEPA

Approval to Purchaser. In the event Seller does not receive the IEPA Approval during the IEPA Approval Period either Seller, provided Seller has otherwise diligently pursued to obtain said approval, or Purchaser shall have the right to extend the IEPA Approval Period for two (2) consecutive thirty (30) day periods, provided written notice is given to the other party prior to the expiration of the IEPA Approval Period, however, in no event shall the IEPA Approval Period be extended later than December 31, 2008. In the event Seller fails to deliver the IEPA Approval to Purchaser during the IEPA Approval Period or any extension thereof, or if Seller fails to make the modifications or amendments as required by the IEPA during the IEPA Approval Period of any extension thereof, Purchaser shall have the right to terminate this Contract by giving written notice to Seller within five (5) days following the expiration of the IEPA Approval Period. If Purchaser elects to terminate this Contract pursuant to this Section 6(b), (i) all Earnest Money shall be returned to Purchaser; and (ii) the parties shall be released of all of their obligations hereunder. In the alternative, Purchaser may elect to proceed to close this transaction without having first obtained the IEPA Approval by delivering written notice to Seller of Purchaser's election within five (5) days following the expiration of the IEPA Approval Period.

(c) Remediation/Indemnity. If the transaction contemplated herein occurs, at the Closing, Purchaser shall execute a Leaking Underground Storage Tank Program Election to Proceed as Owner Form ("LPC 629") for the Property and following the Closing, Purchaser shall be responsible for performing remediation of the LUST Incident and obtaining a no further remediation letter from the IEPA, including the payment of all costs in connection with services related to such remediation, where such services are incurred after Purchaser's receipt of the IEPA Approval during the IEPA Approval Period. Purchaser shall indemnify and hold Seller harmless from and against all claims arising out of Purchaser's negligence or recklessness in connection with its remediation of the LUST Incident."

5. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of Seller and Purchaser. The terms and provisions of the Contract not specifically modified by this Amendment shall remain in full force and effect and shall not be construed to have been modified, waived, discharged or otherwise altered by this Amendment. The terms and provisions of the Contract are incorporated herein by reference as if fully stated herein. To the extent the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. This Amendment may be executed via facsimile transmission and all facsimile signatures shall be deemed originals for all purposes.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of the date first above written.

PURCHASER:

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

By: David M. Stroszels  
Name: DAVID STROSZELS  
Title: PRESIDENT

SELLER:

PAULI FAMILY PARTNERSHIP,  
an Illinois partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of the date first above written.

PURCHASER:

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SELLER:

PAULI FAMILY PARTNERSHIP,  
an Illinois partnership

By: Judith K Cuthbert  
Name: JUDITH K CUTHBERT  
Title: PARTNER

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E-COP

FIFTH AMENDMENT TO REAL ESTATE PURCHASE CONTRACT

THIS FIFTH AMENDMENT TO REAL ESTATE PURCHASE CONTRACT (this "Amendment") is dated as of February 25, 2008 by and between MORNINGSIDE EQUITIES GROUP, INC. ("Purchaser") and PAULI FAMILY PARTNERSHIP ("Seller").

RECITALS

Seller and Purchaser have entered into that certain Real Estate Purchase Contract dated March 14, 2007, as amended by that certain First Amendment to Real Estate Purchase Contract dated July 31, 2007, as further amended by that certain Second Amendment to Real Estate Purchase Contract dated August 3, 2007, as further amended by that certain Third Amendment to Real Estate Purchase Contract dated October 29, 2007 and as further amended by that certain Fourth Amendment to Real Estate Purchase Contract dated December 19, 2007 (collectively, the "Contract") relating to the purchase of the premises commonly known as 260 N. York Road, Elmhurst, Illinois (the "Property") which Property is more specifically described in the Contract. Purchaser and Seller now desire to amend the Contract in certain respects as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller and Purchaser agree as follows:

1. Any capitalized term used herein, but not defined herein, shall have the meaning given to such term in the Contract.
2. The "Effective Date of this Amendment shall be February 29, 2008.
3. Investigation Period. Section 5 of the Contract is hereby amended to provide that the Investigation Period shall be extended for sixty (60) days from the Effective Date of this Amendment, such that the Investigation Period shall now expire at 3:00 p.m. (CST) on April 30, 2008.
4. Environmental Condition. Section 6 of the Contract is hereby amended to read as follows:

"Environmental Condition. Seller and Purchaser hereby acknowledge and agree that there is a leaking underground storage tank incident at the Property known as incident number 20040998 (the "LUST Incident"). In connection therewith, Seller engaged TriCore Environmental, LLC ("TriCore") to prepare an environmental summary of the LUST Incident, and except as set forth below, Seller shall be responsible for all costs incurred in connection with TriCore's services. Purchaser acknowledges that it has reviewed and approved the Site Investigation and Completion Report for the LUST Incident at the Property ("SICR") and the Corrective Action Plan for the LUST Incident at the Property ("CAP"), which CAP was amended to comply with Purchaser's requirements for its proposed development at the Property ("Amended CAP"). On or about May 23, 2007 Seller submitted the Amended CAP and SICR to the Illinois Environmental Protective Agency ("IEPA") and, on or about July 17, 2007, the IEPA rejected the Amended CAP for failure to conform with certain IEPA requirements ("IEPA Requirements") as set forth on the IEPA's letter. Seller hereby agrees to revise the Amended CAP ("Second Amended CAP") to conform with the IEPA's Requirements and resubmit the Second Amended CAP to the IEPA for approval, subject to the following:

(a) Second Amended CAP Review Period. Seller shall deliver to Purchaser the Second Amended CAP within sixty (60) days following the Effective Date of this Amendment. Purchaser shall have the right to review the Second Amended CAP, and within five (5) business days following Purchaser's receipt of the Second Amended CAP, Purchaser shall notify Seller that either (i) Purchaser approves the Second Amended CAP or (ii) Purchaser disapproves the Second Amended Cap, provided, however, Purchaser may only disapprove those items related solely to Purchaser's requirements for its proposed development at the Property ("CAP Requirements"). In the event Purchaser does not approve the Second Amended CAP, Seller shall, within five (5) business days after receipt of Purchaser's notice of such disapproval amend the Second Amended CAP to comply with Purchaser's CAP Requirements and deliver to Purchaser the revised Second Amendment CAP, which Purchaser shall approve or disapprove in writing. The parties acknowledge that the additional costs incurred in preparation of the Second Amended CAP to comply with the IEPA Requirements will be reimbursable from the LUST Fund. In the event the Closing occurs, Seller shall credit Purchaser at Closing for Purchaser's costs incurred in connection with the Amended CAP.

(b) IEPA Approval Period. Following Seller's receipt of Purchaser's approval of the Second Amended CAP and continuing for a period of ninety (90) days thereafter ("IEPA Approval Period") Seller shall obtain the approval of the Second Amended CAP for the LUST Incident (the "IEPA Approval") from the Illinois Environmental Protective Agency ("IEPA") that is either unconditional or which contains conditions that are not inconsistent with Purchaser's CAP Requirements. During the IEPA Approval Period, Seller shall submit the Second Amended CAP to the IEPA and copy Purchaser on all correspondence related thereto and Seller shall not modify or amend the Second Amended CAP without first notifying Purchaser in writing and obtaining Purchaser's written consent thereto. Moreover, Seller shall make any such modifications or amendments to the Second Amended CAP as required by the IEPA, unless such modifications or amendments are inconsistent with Purchaser's CAP Requirements. Within five (5) business days after Seller notifies Purchaser of any proposed modification or amendment to the Second Amended CAP, Purchaser shall notify Seller in writing as to whether Purchaser consents to such modification or amendment. If Purchaser does not consent to such modification or amendment to the Second Amended CAP and such modification or amendment is required by the IEPA to obtain IEPA Approval, Seller shall, within five (5) days of receipt of Purchaser's notice to Seller, notify Purchaser in writing whether Seller elects to terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder. If Purchaser does not consent to such modification or amendment to the Second Amended CAP, Purchaser shall, within said five (5) business period, provided such modifications or amendments are inconsistent with Purchaser's Requirements, notify Seller in writing whether Purchaser elects to terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder. Notwithstanding the foregoing, Purchaser shall not withhold its approval of the amendment or modification to the Second Amended CAP provided that such modification or amendment is required by the IEPA and is not inconsistent with Purchaser's CAP Requirements. Prior to the expiration of the IEPA Approval Period, Seller shall deliver a copy of the IEPA

Approval to Purchaser. In the event Seller does not receive the IEPA Approval during the IEPA Approval Period either Seller, provided Seller has otherwise diligently pursued to obtain said approval, or Purchaser shall have the right to extend the IEPA Approval Period for two (2) consecutive thirty (30) day periods, provided written notice is given to the other party prior to the expiration of the IEPA Approval Period, however, in no event shall the IEPA Approval Period be extended later than August 31, 2008. In the event Seller fails to deliver the IEPA Approval to Purchaser during the IEPA Approval Period or any extension thereof, or if Seller fails to make the modifications or amendments as required by the IEPA during the IEPA Approval Period or any extension thereof, Purchaser shall have the right to terminate this Contract by giving written notice to Seller within five (5) days following the expiration of the IEPA Approval Period. If Purchaser elects to terminate this Contract pursuant to this Section 6(b), (i) all Earnest Money shall be returned to Purchaser; and (ii) the parties shall be released of all of their obligations hereunder. In the alternative, Purchaser may elect to proceed to close this transaction without having first obtained the IEPA Approval by delivering written notice to Seller of Purchaser's election within five (5) days following the expiration of the IEPA Approval Period.

(c) Remediation/Indemnity. If the transaction contemplated herein occurs, at the Closing, Purchaser shall execute a Leaking Underground Storage Tank Program Election to Proceed as Owner Form ("LPC 629") for the Property and following the Closing, Purchaser shall be responsible for performing remediation of the LUST Incident and obtaining a no further remediation letter from the IEPA, including the payment of all costs in connection with services related to such remediation, where such services are incurred after Purchaser's receipt of the IEPA Approval during the IEPA Approval Period. Purchaser shall indemnify and hold Seller harmless from and against all claims arising out of Purchaser's negligence or recklessness in connection with its remediation of the LUST Incident."

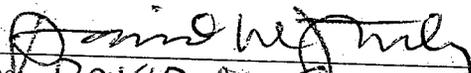
5. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of Seller and Purchaser. The terms and provisions of the Contract not specifically modified by this Amendment shall remain in full force and effect and shall not be construed to have been modified, waived, discharged or otherwise altered by this Amendment. The terms and provisions of the Contract are incorporated herein by reference as if fully stated herein. To the extent the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. This Amendment may be executed via facsimile transmission and all facsimile signatures shall be deemed originals for all purposes.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of the date first above written.

PURCHASER:

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

By:   
Name: DAVID M. STROSBERG  
Title: PRESIDENT

SELLER:

PAULI FAMILY PARTNERSHIP,  
an Illinois partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of the date first above written.

**PURCHASER:**

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLER:**

PAULI FAMILY PARTNERSHIP,  
an Illinois partnership

By: Judith E. Cuthbert  
Name: JUDITH E CUTHBERT  
Title: PARTNER

**FOURTH AMENDMENT TO REAL ESTATE PURCHASE CONTRACT**

COPY

THIS FOURTH AMENDMENT TO REAL ESTATE PURCHASE CONTRACT (this "Amendment") is dated as of December 19, 2007 by and between MORNINGSIDE EQUITIES GROUP, INC. ("Purchaser") and PAULI FAMILY PARTNERSHIP ("Seller").

**RECITALS**

Seller and Purchaser have entered into that certain Real Estate Purchase Contract dated March 14, 2007, as amended by that certain First Amendment to Real Estate Purchase Contract dated July 31, 2007, as further amended by that certain Second Amendment to Real Estate Purchase Contract dated August 3, 2007 as further amended by that certain Third Amendment to Real Estate Purchase Contract dated October 29, 2007 (collectively, the "Contract") relating to the purchase of the premises commonly known as 260 N. York Road, Elmhurst, Illinois (the "Property") which Property is more specifically described in the Contract. Purchaser and Seller now desire to amend the Contract in certain respects as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller and Purchaser agree as follows:

1. Any capitalized term used herein, but not defined herein, shall have the meaning given to such term in the Contract.
2. The "Effective Date of this Amendment shall be December 31, 2007.
3. Investigation Period. Section 5 of the Contract is hereby amended to provide that the Investigation Period shall be extended for sixty (60) days from the Effective Date of this Amendment, such that the Investigation Period shall now expire at 3:00 p.m. (CST) on February 29, 2008.
4. Environmental Condition. Section 6 of the Contract is hereby amended to read as follows:

"Environmental Condition. Seller and Purchaser hereby acknowledge and agree that there is a leaking underground storage tank incident at the Property known as incident number 20040998 (the "LUST Incident"). In connection therewith, Seller engaged TriCore Environmental, LLC ("TriCore") to prepare an environmental summary of the LUST Incident, and except as set forth below, Seller shall be responsible for all costs incurred in connection with TriCore's services. Purchaser acknowledges that it has reviewed and approved the Site Investigation and Completion Report for the LUST Incident at the Property ("SICR") and the Corrective Action Plan for the LUST Incident at the Property ("CAP"), which CAP was amended to comply with Purchaser's requirements for its proposed development at the Property ("Amended CAP"). On or about May 23, 2007 Seller submitted the Amended CAP and SICR to the Illinois Environmental Protective Agency ("IEPA") and, on or about July 17, 2007, the IEPA rejected the Amended CAP for failure to conform with certain IEPA requirements ("IEPA Requirements") as set forth on the IEPA's letter. Seller hereby agrees to revise the Amended CAP ("Second Amended CAP") to conform with the IEPA's Requirements and resubmit the Second Amended CAP to the IEPA for approval, subject to the following:

- (a) Second Amended CAP Review Period. Seller shall deliver to Purchaser the Second Amended CAP within sixty (60) days following the Effective Date of

this Amendment. Purchaser shall have the right to review the Second Amended CAP, and within five (5) business days following Purchaser's receipt of the Second Amended CAP, Purchaser shall notify Seller that either (i) Purchaser approves the Second Amended CAP or (ii) Purchaser disapproves the Second Amended Cap, provided, however, Purchaser may only disapprove those items related solely to Purchaser's requirements for its proposed development at the Property ("CAP Requirements"). In the event Purchaser does not approve the Second Amended CAP, Seller shall, within five (5) business days after receipt of Purchaser's notice of such disapproval amend the Second Amended CAP to comply with Purchaser's CAP Requirements and deliver to Purchaser the revised Second Amendment CAP, which Purchaser shall approve or disapprove in writing. The parties acknowledge that the additional costs incurred in preparation of the Second Amended CAP to comply with the IEPA Requirements will be reimbursable from the LUST Fund. In the event the Closing occurs, Seller shall credit Purchaser at Closing for Purchaser's costs incurred in connection with the Amended CAP.

(b) IEPA Approval Period. Following Seller's receipt of Purchaser's approval of the Second Amended CAP and continuing for a period of ninety (90) days thereafter ("IEPA Approval Period") Seller shall obtain the approval of the Second Amended CAP for the LUST Incident (the "IEPA Approval") from the Illinois Environmental Protective Agency ("IEPA") that is either unconditional or which contains conditions that are not inconsistent with Purchaser's CAP Requirements. During the IEPA Approval Period, Seller shall submit the Second Amended CAP to the IEPA and copy Purchaser on all correspondence related thereto and Seller shall not modify or amend the Second Amended CAP without first notifying Purchaser in writing and obtaining Purchaser's written consent thereto. Moreover, Seller shall make any such modifications or amendments to the Second Amended CAP as required by the IEPA, unless such modifications or amendments are inconsistent with Purchaser's CAP Requirements. Within five (5) business days after Seller notifies Purchaser of any proposed modification or amendment to the Second Amended CAP, Purchaser shall notify Seller in writing as to whether Purchaser consents to such modification or amendment. If Purchaser does not consent to such modification or amendment to the Second Amended CAP and such modification or amendment is required by the IEPA to obtain IEPA Approval, Seller shall, within five (5) days of receipt of Purchaser's notice to Seller, notify Purchaser in writing whether Seller elects to terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder. If Purchaser does not consent to such modification or amendment to the Second Amended CAP, Purchaser shall, within said five (5) business period, provided such modifications or amendments are inconsistent with Purchaser's Requirements, notify Seller in writing whether Purchaser elects to terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder. Notwithstanding the foregoing, Purchaser shall not withhold its approval of the amendment or modification to the Second Amended CAP provided that such modification or amendment is required by the IEPA and is not inconsistent with Purchaser's CAP Requirements. Prior to the expiration of the IEPA Approval Period, Seller shall deliver a copy of the IEPA Approval to Purchaser. In the event Seller does not receive the IEPA Approval during the IEPA Approval Period either Seller, provided Seller has otherwise

diligently pursued to obtain said approval, or Purchaser shall have the right to extend the IEPA Approval Period for two (2) consecutive thirty (30) day periods, provided written notice is given to the other party prior to the expiration of the IEPA Approval Period, however, in no event shall the IEPA Approval Period be extended later than June 30, 2008. In the event Seller fails to deliver the IEPA Approval to Purchaser during the IEPA Approval Period or any extension thereof, or if Seller fails to make the modifications or amendments as required by the IEPA during the IEPA Approval Period of any extension thereof, Purchaser shall have the right to terminate this Contract by giving written notice to Seller within five (5) days following the expiration of the IEPA Approval Period. If Purchaser elects to terminate this Contract pursuant to this Section 6(b), (i) all Earnest Money shall be returned to Purchaser; and (ii) the parties shall be released of all of their obligations hereunder. In the alternative, Purchaser may elect to proceed to close this transaction without having first obtained the IEPA Approval by delivering written notice to Seller of Purchaser's election within five (5) days following the expiration of the IEPA Approval Period.

(c) Remediation/Indemnity. If the transaction contemplated herein occurs, at the Closing, Purchaser shall execute a Leaking Underground Storage Tank Program Election to Proceed as Owner Form ("LPC 629") for the Property and following the Closing, Purchaser shall be responsible for performing remediation of the LUST Incident and obtaining a no further remediation letter from the IEPA, including the payment of all costs in connection with services related to such remediation, where such services are incurred after Purchaser's receipt of the IEPA Approval during the IEPA Approval Period. Purchaser shall indemnify and hold Seller harmless from and against all claims arising out of Purchaser's negligence or recklessness in connection with its remediation of the LUST Incident."

5. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of Seller and Purchaser. The terms and provisions of the Contract not specifically modified by this Amendment shall remain in full force and effect and shall not be construed to have been modified, waived, discharged or otherwise altered by this Amendment. The terms and provisions of the Contract are incorporated herein by reference as if fully stated herein. To the extent the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. This Amendment may be executed via facsimile transmission and all facsimile signatures shall be deemed originals for all purposes.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of the date first above written.

PURCHASER:

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

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

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

Title: \_\_\_\_\_

SELLER:

PAULI FAMILY PARTNERSHIP,  
an Illinois partnership

By: Judith K. Cuthbert

Name: JUDITH K CUTHBERT

Title: PARTNER

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of the date first above written.

PURCHASER:

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

By: David M. Strosberg  
Name: DAVID M. STROSBERG  
Title: PRESIDENT  
12/19/07

SELLER:

PAULI FAMILY PARTNERSHIP,  
an Illinois partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FILE

HAIN STREET  
ELM CAP

THIRD AMENDMENT TO REAL ESTATE PURCHASE CONTRACT

THIS THIRD AMENDMENT TO REAL ESTATE PURCHASE CONTRACT (this "Amendment") is dated as of October 27, 2007 by and between MORNINGSIDE EQUITIES GROUP, INC. ("Purchaser") and PAULI FAMILY PARTNERSHIP ("Seller").

RECITALS

Seller and Purchaser have entered into that certain Real Estate Purchase Contract dated March 14, 2007, as amended by that certain First Amendment to Real Estate Purchase Contract dated July 31, 2007, as further amended by that certain Second Amendment to Real Estate Purchase Contract dated August 3, 2007 (collectively, the "Contract") relating to the purchase of the premises commonly known as 260 N. York Road, Elmhurst, Illinois (the "Property") which Property is more specifically described in the Contract. Purchaser and Seller now desire to amend the Contract in certain respects as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller and Purchaser agree as follows:

1. Any capitalized term used herein, but not defined herein, shall have the meaning given to such term in the Contract.
2. The "Effective Date of this Amendment shall be October 31, 2007.
3. Investigation Period. Section 5 of the Contract is hereby amended to provide that the Investigation Period shall be extended for sixty (60) days from the Effective Date of this Amendment, such that the Investigation Period shall now expire at 3:00 p.m. (CST) on December 31, 2007.
4. Environmental Condition. Section 6 of the Contract is hereby amended to read as follows:

"Environmental Condition. Seller and Purchaser hereby acknowledge and agree that there is a leaking underground storage tank incident at the Property known as incident number 20040998 (the "LUST Incident"). In connection therewith, Seller engaged TriCore Environmental, LLC ("TriCore") to prepare an environmental summary of the LUST Incident, and except as set forth below, Seller shall be responsible for all costs incurred in connection with TriCore's services. Purchaser acknowledges that it has reviewed and approved the Site Investigation and Completion Report for the LUST Incident at the Property ("SICR") and the Corrective Action Plan for the LUST Incident at the Property ("CAP"), which CAP was amended to comply with Purchaser's requirements for its proposed development at the Property ("Amended CAP"). On or about May 23, 2007 Seller submitted the Amended CAP and SICR to the Illinois Environmental Protective Agency ("IEPA") and, on or about July 17, 2007, the IEPA rejected the Amended CAP for failure to conform with certain IEPA requirements ("IEPA Requirements") as set forth on the IEPA's letter. Seller hereby agrees to revise the Amended CAP ("Second Amended CAP") to conform with the IEPA's Requirements and resubmit the Second Amended CAP to the IEPA for approval, subject to the following:

- (a) Second Amended CAP Review Period. Seller shall deliver to Purchaser the Second Amended CAP within sixty (60) days following the Effective Date of this Amendment. Purchaser shall have the right to review the Second Amended CAP, and within five (5) business days following Purchaser's receipt of the

Second Amended CAP, Purchaser shall notify Seller that either (i) Purchaser approves the Second Amended CAP or (ii) Purchaser disapproves the Second Amended Cap, provided, however, Purchaser may only disapprove those items related solely to Purchaser's requirements for its proposed development at the Property ("CAP Requirements"). In the event Purchaser does not approve the Second Amended CAP, Seller shall, within five (5) business days after receipt of Purchaser's notice of such disapproval amend the Second Amended CAP to comply with Purchaser's CAP Requirements and deliver to Purchaser the revised Second Amendment CAP, which Purchaser shall approve or disapprove in writing. The parties acknowledge that the additional costs incurred in preparation of the Second Amended CAP to comply with the IEPA Requirements will be reimbursable from the LUST Fund. In the event the Closing occurs, Seller shall credit Purchaser at Closing for Purchaser's costs incurred in connection with the Amended CAP.

(b) IEPA Approval Period. Following Seller's receipt of Purchaser's approval of the Second Amended CAP and continuing for a period of ninety (90) days thereafter ("IEPA Approval Period") Seller shall obtain the approval of the Second Amended CAP for the LUST Incident (the "IEPA Approval") from the Illinois Environmental Protective Agency ("IEPA") that is either unconditional or which contains conditions that are not inconsistent with Purchaser's CAP Requirements. During the IEPA Approval Period, Seller shall submit the Second Amended CAP to the IEPA and copy Purchaser on all correspondence related thereto and Seller shall not modify or amend the Second Amended CAP without first notifying Purchaser in writing and obtaining Purchaser's written consent thereto. Moreover, Seller shall make any such modifications or amendments to the Second Amended CAP as required by the IEPA, unless such modifications or amendments are inconsistent with Purchaser's CAP Requirements. Within five (5) business days after Seller notifies Purchaser of any proposed modification or amendment to the Second Amended CAP, Purchaser shall notify Seller in writing as to whether Purchaser consents to such modification or amendment. If Purchaser does not consent to such modification or amendment to the Second Amended CAP and such modification or amendment is required by the IEPA to obtain IEPA Approval, Seller shall, within five (5) days of receipt of Purchaser's notice to Seller, notify Purchaser in writing whether Seller elects to terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder. If Purchaser does not consent to such modification or amendment to the Second Amended CAP, Purchaser shall, within said five (5) business period, provided such modifications or amendments are inconsistent with Purchaser's Requirements, notify Seller in writing whether Purchaser elects to terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder. Notwithstanding the foregoing, Purchaser shall not withhold its approval of the amendment or modification to the Second Amended CAP provided that such modification or amendment is required by the IEPA and is not inconsistent with Purchaser's CAP Requirements. Prior to the expiration of the IEPA Approval Period, Seller shall deliver a copy of the IEPA Approval to Purchaser. In the event Seller does not receive the IEPA Approval during the IEPA Approval Period either Seller, provided Seller has otherwise diligently pursued to obtain said approval, or Purchaser shall have the right to extend the IEPA Approval Period for two (2) consecutive thirty (30) day periods,

provided written notice is given to the other party prior to the expiration of the IEPA Approval Period, however, in no event shall the IEPA Approval Period be extended later than April 30, 2008. In the event Seller fails to deliver the IEPA Approval to Purchaser during the IEPA Approval Period or any extension thereof, or if Seller fails to make the modifications or amendments as required by the IEPA during the IEPA Approval Period of any extension thereof, Purchaser shall have the right to terminate this Contract by giving written notice to Seller within five (5) days following the expiration of the IEPA Approval Period. If Purchaser elects to terminate this Contract pursuant to this Section 6(b), (i) all Earnest Money shall be returned to Purchaser; and (ii) the parties shall be released of all of their obligations hereunder. In the alternative, Purchaser may elect to proceed to close this transaction without having first obtained the IEPA Approval by delivering written notice to Seller of Purchaser's election within five (5) days following the expiration of the IEPA Approval Period.

(c) Remediation/Indemnity. If the transaction contemplated herein occurs, at the Closing, Purchaser shall execute a Leaking Underground Storage Tank Program Election to Proceed as Owner Form ("LPC 629") for the Property and following the Closing, Purchaser shall be responsible for performing remediation of the LUST Incident and obtaining a no further remediation letter from the IEPA, including the payment of all costs in connection with services related to such remediation, where such services are incurred after Purchaser's receipt of the IEPA Approval during the IEPA Approval Period. Purchaser shall indemnify and hold Seller harmless from and against all claims arising out of Purchaser's negligence or recklessness in connection with its remediation of the LUST Incident."

5. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of Seller and Purchaser. The terms and provisions of the Contract not specifically modified by this Amendment shall remain in full force and effect and shall not be construed to have been modified, waived, discharged or otherwise altered by this Amendment. The terms and provisions of the Contract are incorporated herein by reference as if fully stated herein. To the extent the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. This Amendment may be executed via facsimile transmission and all facsimile signatures shall be deemed originals for all purposes.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of the date first above written.

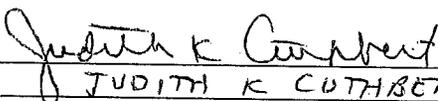
PURCHASER:

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

By:   
Name: DAVID M. STRASSBERG  
Title: \_\_\_\_\_

SELLER:

PAULI FAMILY PARTNERSHIP,  
an Illinois partnership

By:   
Name: JUDITH K CUTHBERT  
Title: PARTNER

COPY

**SECOND AMENDMENT TO REAL ESTATE PURCHASE CONTRACT**

THIS SECOND AMENDMENT TO REAL ESTATE PURCHASE CONTRACT (this "Amendment") is dated as of August 3, 2007 by and between MORNINGSIDE EQUITIES GROUP, INC. ("Purchaser") and PAULI FAMILY PARTNERSHIP ("Seller").

**RECITALS**

Seller and Purchaser have entered into that certain Real Estate Purchase Contract dated March 14, 2007, as amended by that certain First Amendment to Real Estate Purchase Contract dated July 31, 2007 (collectively, the "Contract") relating to the purchase of the premises commonly known as 260 N. York Road, Elmhurst, Illinois (the "Property") which Property is more specifically described in the Contract. Purchaser and Seller now desire to amend the Contract in certain respects as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller and Purchaser agree as follows:

1. Any capitalized term used herein, but not defined herein, shall have the meaning given to such term in the Contract.
2. Investigation Period. Section 5 of the Contract is hereby amended to provide that the Investigation Period shall be extended for ninety (90) days from the Execution Date of this Amendment.
3. Environmental Condition. Section 6 of the Contract is hereby amended to read as follows:

"Environmental Condition. Seller and Purchaser hereby acknowledge and agree that there is a leaking underground storage tank incident at the Property known as incident number 20040998 (the "LUST Incident"). In connection therewith, Seller engaged TriCore Environmental, LLC ("TriCore") to prepare an environmental summary of the LUST Incident, and except as set forth below, Seller shall be responsible for all costs incurred in connection with TriCore's services. Purchaser acknowledges that it has reviewed and approved the Site Investigation and Completion Report for the LUST Incident at the Property ("SICR") and the Corrective Action Plan for the LUST Incident at the Property ("CAP"), which CAP was amended to comply with Purchaser's requirements for its proposed development at the Property ("Amended CAP"). On or about May 23, 2007 Seller submitted the Amended CAP and SICR to the Illinois Environmental Protective Agency ("IEPA") and, on or about July 17, 2007, the IEPA rejected the Amended CAP for failure to conform with certain IEPA requirements ("IEPA Requirements") as set forth on the IEPA's letter attached hereto as Exhibit "A". Seller hereby agrees to revise the Amended CAP ("Second Amended CAP") to conform with the IEPA's Requirements and resubmit the Second Amended CAP to the IEPA for approval, subject to the following:

- (a) Second Amended CAP Review Period. Seller shall deliver to Purchaser the Second Amended CAP within ninety (90) days following the Execution Date of this Amendment. Purchaser shall have the right to review the Second Amended CAP, and within five (5) business days following Purchaser's receipt of the Second Amended CAP, Purchaser shall notify Seller that either (i) Purchaser approves the Second Amended CAP or (ii) Purchaser disapproves the Second Amended Cap, provided, however, Purchaser may only disapprove those items

related solely to Purchaser's requirements for its proposed development at the Property ("CAP Requirements"). In the event Purchaser does not approve the Second Amended CAP, Seller shall, within five (5) business days after receipt of Purchaser's notice of such disapproval amend the Second Amended CAP to comply with Purchaser's CAP Requirements and deliver to Purchaser the revised Second Amendment CAP, which Purchaser shall approve or disapprove in writing. The parties acknowledge that the additional costs incurred in preparation of the Second Amended CAP to comply with the IEPA Requirements will be reimbursable from the LUST Fund. In the event the Closing occurs, Seller shall credit Purchaser at Closing for Purchaser's costs incurred in connection with the Amended CAP.

(b) IEPA Approval Period. Following Seller's receipt of Purchaser's approval of the Second Amended CAP and continuing for a period of ninety (90) days thereafter ("IEPA Approval Period") Seller shall obtain the approval of the Second Amended CAP for the LUST Incident (the "IEPA Approval") from the Illinois Environmental Protective Agency ("IEPA") that is either unconditional or which contains conditions that are not inconsistent with Purchaser's CAP Requirements. During the IEPA Approval Period, Seller shall submit the Second Amended CAP to the IEPA and copy Purchaser on all correspondence related thereto and Seller shall not modify or amend the Second Amended CAP without first notifying Purchaser in writing and obtaining Purchaser's written consent thereto. Moreover, Seller shall make any such modifications or amendments to the Second Amended CAP as required by the IEPA, unless such modifications or amendments are inconsistent with Purchaser's CAP Requirements. Within five (5) business days after Seller notifies Purchaser of any proposed modification or amendment to the Second Amended CAP, Purchaser shall notify Seller in writing as to whether Purchaser consents to such modification or amendment. If Purchaser does not consent to such modification or amendment to the Second Amended CAP and Seller such modification or amendment is required by the IEPA to obtain IEPA Approval, Seller shall, within five (5) days of receipt of Purchaser's notice to Seller, notify Purchaser in writing whether Seller elects to terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder. If Purchaser does not consent to such modification or amendment to the Second Amended CAP, Purchaser shall, within said five (5) business period, provided such modifications or amendments are inconsistent with Purchaser's Requirements, notify Seller in writing whether Purchaser elects to terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder. Notwithstanding the foregoing, Purchaser shall not withhold its approval of the amendment or modification to the Second Amended CAP provided that such modification or amendment is required by the IEPA and is not inconsistent with Purchaser's CAP Requirements. Prior to the expiration of the IEPA Approval Period, Seller shall deliver a copy of the IEPA Approval to Purchaser. In the event Seller does not receive the IEPA Approval during the IEPA Approval Period either Seller, provided Seller has otherwise diligently pursued to obtain said approval, or Purchaser shall have the right to extend the IEPA Approval Period for two (2) consecutive thirty (30) day periods, provided written notice is given to the other party prior to the expiration of the IEPA Approval Period, however, in no event shall the IEPA Approval Period be extended later than February 28, 2008. In the

event Seller fails to deliver the IEPA Approval to Purchaser during the IEPA Approval Period or any extension thereof, or if Seller fails to make the modifications or amendments as required by the IEPA during the IEPA Approval Period of any extension thereof, Purchaser shall have the right to terminate this Contract by giving written notice to Seller within five (5) days following the expiration of the IEPA Approval Period. If Purchaser elects to terminate this Contract pursuant to this Section 6(b), (i) all Earnest Money shall be returned to Purchaser; and (ii) the parties shall be released of all of their obligations hereunder. In the alternative, Purchaser may elect to proceed to close this transaction without having first obtained the IEPA Approval by delivering written notice to Seller of Purchaser's election within five (5) days following the expiration of the IEPA Approval Period.

(c) Remediation/Indemnity. If the transaction contemplated herein occurs, at the Closing, Purchaser shall execute a Leaking Underground Storage Tank Program Election to Proceed as Owner Form ("LPC 629") for the Property and following the Closing, Purchaser shall be responsible for performing remediation of the LUST Incident and obtaining a no further remediation letter from the IEPA, including the payment of all costs in connection with services related to such remediation, where such services are incurred after Purchaser's receipt of the IEPA Approval during the IEPA Approval Period. Purchaser shall indemnify and hold Seller harmless from and against all claims arising out of Purchaser's negligence or recklessness in connection with its remediation of the LUST Incident."

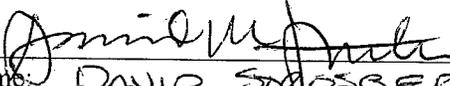
4. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of Seller and Purchaser. The terms and provisions of the Contract not specifically modified by this Amendment shall remain in full force and effect and shall not be construed to have been modified, waived, discharged or otherwise altered by this Amendment. The terms and provisions of the Contract are incorporated herein by reference as if fully stated herein. To the extent the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. This Amendment may be executed via facsimile transmission and all facsimile signatures shall be deemed originals for all purposes.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of the date first above written.

PURCHASER:

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

By:   
Name: DAVID STROSSBERG  
Title: PRESIDENT

SELLER:

PAULI FAMILY PARTNERSHIP,  
an Illinois partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of the date first above written.

PURCHASER:

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

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

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

Title: \_\_\_\_\_

SELLER:

PAULI FAMILY PARTNERSHIP,  
an Illinois partnership

By: Judith K Campbell

Name: JUDITH K CAMPBELL

Title: OWNER

EXHIBIT "A"

(see attached)



## ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 - (217) 782-3397  
 JAMES R. THOMPSON CENTER, 100 WEST RANDOLPH, SUITE 11-300, CHICAGO, IL 60601 - (312) 814-6026

ROD R. BLAGOJEVICH, GOVERNOR

DOUGLAS P. SCOTT, DIRECTOR

217/782-6762

CERTIFIED MAIL

7004 2510 0001 8619 8622

JUL 17 2007

Judy Pauli  
 260 York Road  
 Elmhurst, IL 60126

Re: LPC# 0430355148 - Du Page County  
 Elmhurst/Pauli, Chuck  
 260 York Road  
 Leaking UST Incident No. 20040998  
 Leaking UST Technical File

Dear Ms. Pauli:

The Illinois Environmental Protection Agency (Illinois EPA) has reviewed the Corrective Action Plan (plan) submitted for the above-referenced incident. This plan, dated May 18, 2007, was received by the Illinois EPA on May 23, 2007. Citations in this letter are from the Environmental Protection Act (Act), as amended by Public Act 92-0554 on June 24, 2002, and 35 Illinois Administrative Code (35 Ill. Adm. Code).

The plan and the associated budget are rejected for the reason(s) listed below (Sections 57.7(b) and 57.7(c) of the Act and 35 Ill. Adm. Code 734.505(b), 734.510(a) and 734.510(b)).

The plan is rejected for the following reason(s):

1. Pursuant to 35 Ill. Adm. Code 734.335(a)(1) and (6), a corrective action plan must be designed to mitigate any threat to human health, human safety, or the environment resulting from the underground storage tank release [415 ILCS 5/57.7(b)(2)]. The corrective action plan must address all media impacted by the UST release and must contain, in part, the following information:
  - the scope of the problems to be addressed by the proposed corrective action, including but not limited to the specific indicator contaminants and the physical area, and
  - a description of any institutional controls proposed that will be relied upon to achieve remediation objectives.

Page 2

Pursuant to 35 Ill. Adm. Code 742.1010, an Environmental Land Use Control (ELUC) is an institutional control that may be used under Part 742 to impose land use limitations or requirements related to environmental contamination, including but not limited to when contamination has migrated off-site or outside the remediation site.

The plan does not address off-site contaminated soils to the north of soil boring SB-14, which exceed the soil component of the groundwater ingestion exposure route. Contaminated groundwater beneath the off-site property can be addressed by the Illinois EPA-approved groundwater ordinance, as proposed, but must also be addressed by the use of an ELUC requiring that any contaminated groundwater or soil that is removed, excavated, or disturbed from the property be handled in accordance with all applicable laws and regulations under 35 Ill. Adm. Code Subtitle G. The model ELUC that must be used is accessible at [www.epa.state.il.us/land/lust/index.html](http://www.epa.state.il.us/land/lust/index.html).

2. The groundwater beneath the site has been approved as Class II General Resource Groundwater; and therefore, Class II Remediation Objectives can be used on-site for the soil component of the groundwater ingestion exposure route and the groundwater ingestion exposure route. Please note Class II Remediation Objectives can be used off-site for the groundwater ingestion exposure route; however, cannot be used for the soil component of the groundwater ingestion exposure route.

The plan budget is rejected for the following reason(s):

1. Pursuant to Sections 57.7(c) of the Act and 35 Ill. Adm. Code 734.505(b), the associated budget is rejected for the following reason:

The Illinois EPA has not approved the plan with which the budget is associated. Until such time as the plan is approved, a determination regarding the associated budget—i.e., a determination as to whether costs associated with materials, activities, and services are reasonable; whether costs are consistent with the associated technical plan; whether costs will be incurred in the performance of corrective action activities; whether costs will not be used for corrective action activities in excess of those necessary to meet the minimum requirements of the Act and regulations, and whether costs exceed the maximum payment amounts set forth in Subpart H of 35 Ill. Adm. Code 734—cannot be made (Section 57.7(c)(3) of the Act and 35 Ill. Adm. Code 734.510(b)).

Page 3

Pursuant to Sections 57.7(b) and 57.12(c) and (d) of the Act and 35 Ill. Adm. Code 734.100 and 734.125, a plan and/or budget must be submitted within 60 days of the date of this letter to:

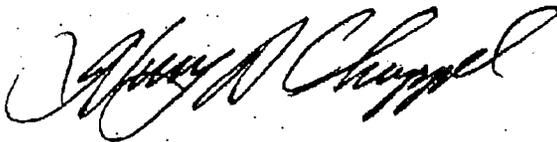
Illinois Environmental Protection Agency  
Bureau of Land - #24  
Leaking Underground Storage Tank Section  
1021 North Grand Avenue East  
Post Office Box 19276  
Springfield, IL 62794-9276

Please submit all correspondence in duplicate and include the Re: block shown at the beginning of this letter.

An underground storage tank system owner or operator may appeal this decision to the Illinois Pollution Control Board. Appeal rights are attached.

If you have any questions or need further assistance, please contact Jason Donnelly at (217) 557-8764.

Sincerely,



Harry A. Chappel, P.E.  
Unit Manager  
Leaking Underground Storage Tank Section  
Division of Remediation Management  
Bureau of Land

HAC:JD\040998-cap&bud.doc

Attachment: Appeal Rights

c: TriCore Environmental, LLC, Marcos Czako  
BOL File

### Appeal Rights

An underground storage tank owner or operator may appeal this final decision to the Illinois Pollution Control Board pursuant to Sections 40 and 57.7(c)(4) of the Act by filing a petition for a hearing within 35 days after the date of issuance of the final decision. However, the 35-day period may be extended for a period of time not to exceed 90 days by written notice from the owner or operator and the Illinois EPA within the initial 35-day appeal period. If the owner or operator wishes to receive a 90-day extension, a written request that includes a statement of the date the final decision was received, along with a copy of this decision, must be sent to the Illinois EPA as soon as possible.

For information regarding the filing of an appeal, please contact:

Dorothy Gunn, Clerk  
Illinois Pollution Control Board  
State of Illinois Center  
100 West Randolph, Suite 11-500  
Chicago, IL 60601  
312/814-3620

For information regarding the filing of an extension, please contact:

Illinois Environmental Protection Agency  
Division of Legal Counsel  
1021 North Grand Avenue East  
Post Office Box 19276  
Springfield, IL 62794-9276  
217/782-5544

A rectangular stamp with the word "COPY" in a bold, sans-serif font. The stamp is slightly tilted and has a small icon of a document with a checkmark in the top left corner.

**FIRST AMENDMENT TO REAL ESTATE PURCHASE CONTRACT**

THIS FIRST AMENDMENT TO REAL ESTATE PURCHASE CONTRACT (this "Amendment") is dated as of July 31, 2007 by and between MORNINGSIDE EQUITIES GROUP, INC. ("Purchaser") and PAULI FAMILY PARTNERSHIP ("Seller").

**RECITALS**

Seller and Purchaser have entered into that certain Real Estate Purchase Contract dated March 14, 2007 (the "Contract") relating to the purchase of the premises commonly known as 260 N. York Road, Elmhurst, Illinois (the "Property") which Property is more specifically described in the Contract. Purchaser and Seller now desire to amend the Contract in certain respects as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller and Purchaser agree as follows:

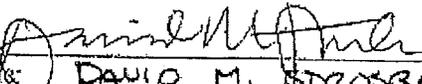
1. Any capitalized term used herein, but not defined herein, shall have the meaning given to such term in the Contract.
2. Inspection Period. Section 5 of the Contract is hereby amended to provide that the Investigation Period shall be extended until Friday, August 3, 2007 at 5:00 p.m. CST.
3. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of Seller and Purchaser. The terms and provisions of the Contract not specifically modified by this Amendment shall remain in full force and effect and shall not be construed to have been modified, waived, discharged or otherwise altered by this Amendment. The terms and provisions of the Contract are incorporated herein by reference as if fully stated herein. To the extent the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. This Amendment may be executed via facsimile transmission and all facsimile signatures shall be deemed originals for all purposes.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF this Amendment has been executed by the parties hereto as of the date first above written.

PURCHASER:

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

By:   
Name: DAVID M. STROOBELS  
Title: PRESIDENT

SELLER:

PAULI FAMILY PARTNERSHIP,  
an Illinois partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of the date first above written.

PURCHASER:

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SELLER:

PAULI FAMILY PARTNERSHIP,  
an Illinois partnership

By: Judith K. Cutts  
Name: JUDITH K CUTTS  
Title: OWNER

REAL ESTATE PURCHASE CONTRACT

COPY

1. **Agreement to Purchase.** The undersigned party (or its nominee) designated as Purchaser ("Purchaser") agrees to purchase at a price of Two Million and No/00 Dollars (\$2,000,000.00) ("Purchase Price") on the terms set forth in this Real Estate Purchase Contract ("Contract"), the real property consisting of approximately 16,142 square feet located at 260 North York Street, Elmhurst, Illinois and legally described on Exhibit A and attached hereto, together with all buildings and other improvements thereon and used in connection with the operation or maintenance of the Property, including: (i) all guaranties and warranties, including guaranties and warranties pertaining to construction of the Property; (ii) all air rights, excess floor area rights and other development rights relating or appurtenant to the subject real estate; (iii) all rights under any operating or reciprocal easement agreement or other declaration or agreement affecting or appurtenant to the subject real estate and other adjacent or nearby real estate; (iv) all rights to obtain utility service in connection with the Property; and (v) assignable licenses and other governmental permits and permissions relating to the Property and the operation thereof (collectively, "Intangible Property") (all of the foregoing real estate and rights shall be referred to as the "Property"). Notwithstanding the foregoing, Seller and Purchaser hereby acknowledge and agree that the Property shall specifically exclude all fixtures, signs, furniture, equipment and other personal property located at the Property.

2. **Agreement to Sell.** Pauli Family Partnership, an Illinois partnership ("Seller") agrees to sell the Property at the price and on the terms set forth herein, and to convey or caused to be conveyed to Purchaser, or its nominee, title to the Property subject to: (a) general real estate taxes not yet due or payable; (b) building lines, building laws, ordinances, use or occupancy restrictions (but not any encroachments or violations thereof); (c) conditions and covenants of record (but not any violations thereof and provided such do not restrict the use or leasing of the Property); (d) zoning laws and ordinances (but not any violations thereof); (e) public and utility easements (so long as such do not interfere with the current use of the Property); (f) party wall rights and agreements, if any; and (g) acts done or suffered by Purchaser, except for existing environmental conditions Purchaser specifically agrees to assume herein.

3. **Payment of Purchase Price; Earnest Money.** Purchaser agrees to pay the entire Purchase Price, plus or minus prorations, at Closing in cash or immediately available funds. Within three (3) business days of the date on which the last party executes this Contract (hereinafter the "Effective Date"), Purchaser shall deposit the sum of Fifty Thousand and No/00 Dollars (\$50,000.00) into a modified joint order escrow with the "Title Company" (as defined below) as earnest money for this transaction. The parties shall cause the Title Company to invest the earnest money for Purchaser's benefit, the principal sum and any interest accrued thereon shall be collectively referred to as the "Earnest Money". Purchaser and Seller shall jointly execute joint order escrow instructions with the Title Company for the Earnest Money modified to allow for Purchaser's unilateral withdrawal of the Earnest Money if Purchaser terminates this Contract in accordance with Section 5, 6, 7, or 8 hereof. The full amount of the Earnest Money shall be applied against the Purchase Price at Closing.

4. **Closing.** The "Closing Date" or "Closing" shall occur within thirty (30) days after the expiration of the IEPA Approval Period (as hereinafter defined) unless subsequently agreed otherwise, at the Wheaton, Illinois office of First American Title Company (the "Title Company") pursuant to a standard deed and money escrow agreement, then in use by the Title Company. Seller shall deliver possession of the Property to Purchaser at Closing, in a broom clean condition, free from all liens and rights of possession, but subject to environmental conditions disclosed herein. All keys shall be delivered to Purchaser at Closing. Seller shall have terminated all service contracts, management agreements or leases, if any, affecting the Property on or before the Closing Date.

5. **Investigation Period.** Purchaser's obligation to close the transaction contemplated hereby is contingent upon Purchaser's review and approval of the following matters relating to the Property:

(a) Copies of any building and use restrictions or operating agreements or declarations of easements, covenants and restrictions affecting the Property;

(b) "As built" plans for the Property locating all utilities, roads, buildings, structures, parking areas and other improvements located on the Property and any existing topographical or engineering drawings for the Property;

(c) Copies of existing licenses, permits, certificates of occupancy or other federal, state or local authorizations issued or required to be issued in connection with the Property;

(d) Copies of any and all public or private utility easements, access agreements, special assessment arrangements, tap-in or connection fee agreements or procedures and any public financial assistance relating to the Property;

(e) Any soil or boring reports, environmental studies, hydrological studies, engineering studies, percolation tests or data, septic permits, traffic studies, grading or erosion permits, or other permits issued by the appropriate governmental authority in connection with the Property;

(f) The most recent title policy and survey;

(g) Copies of tax bills for the past three (3) years and documents relating to tax and assessment proceedings, abatement, notices or appeals; and

(h) Copies of the SICR and CAP (as defined in Section 6 hereunder).

All of the above are referred to as the "Investigation Materials". Seller shall deliver to Purchaser all of the Investigation Materials in its possession or which it has the ability to obtain possession of within five (5) days of the Effective Date. In the event one or more categories of Investigation Materials do not exist in Seller's possession, then Seller shall inform Purchaser of such in writing within the time for delivering the required item. Further, Seller agrees to provide Purchaser with any other pertinent information reasonably requested by Purchaser within three (3) days of a request from Purchaser. Following Seller's receipt of Purchaser's approval of the CAP or Amended CAP (as such terms are defined hereunder), as applicable, and continuing through 5:00 P.M. (CST) on the sixtieth (60<sup>th</sup>) full calendar day (or the first business day thereafter if said 60<sup>th</sup> day is a weekend or holiday) thereafter (the "Investigation Period"), Purchaser shall have the right to review the Investigation Materials and inspect the Property by itself or with its agents, architects, and engineers. During the Investigation Period, Seller shall allow Purchaser (and Purchaser's agents) reasonable access to the Property. Purchaser agrees to indemnify and hold Seller harmless from any damage caused to the Property as a direct result of Purchaser's inspection or inspection by Purchaser's agents. Seller agrees to cooperate with Purchaser and its agents and provide reasonable access to the Property and all relevant studies, books, records and other documents necessary for Purchaser's investigation which are in Seller's possession. Purchaser shall be responsible for all costs and expenses relating to Purchaser's investigation and inspection of the Property. If, for any reason, Purchaser is dissatisfied with the condition of the Property or any matter set forth in the Investigation Materials, then Purchaser shall have the right to terminate this Contract, in its sole discretion, by giving written notice to Seller prior to the expiration of the Investigation Period. If Purchaser elects to terminate this Contract pursuant to this Section, (i) all Earnest Money shall be returned to Purchaser and (ii) the parties shall be released of all of their obligations hereunder. If Purchaser does not elect to terminate this Contract pursuant to this Section prior to the expiration of the Investigation Period, Purchaser shall be obligated to close this transaction and the earnest money shall be non-refundable, except as otherwise specified herein.

6. **Environmental Condition.** Seller and Purchaser hereby acknowledge and agree that there is a leaking underground storage tank incident at the Property known as incident number 20040998 (the "LUST Incident"). In connection therewith, Seller engaged TriCore Environmental, LLC ("TriCore") to prepare an environmental summary of the LUST Incident, and except as set forth below, Seller shall be responsible for all costs incurred in connection with TriCore's services. Purchaser acknowledges that it has reviewed and approved the Site Investigation and Completion Report for the LUST Incident at the Property ("SICR") and is in receipt of the Corrective Action Plan for the LUST

Incident at the Property ("CAP"). The CAP shall remain subject to Purchaser's review and approval, as provided for in section 6(a) below.

(a) CAP Review Period. As of the Effective Date of this Contract and continuing for five (5) days thereafter ("CAP Review Period"), Purchaser shall have the right to review the CAP and, prior to the expiration of the CAP Approval Period, Purchaser shall notify Seller in writing of Purchaser's objections to the CAP, in which case such objections shall be related solely to Purchaser's requirements for its proposed development at the Property ("CAP Requirements"). Alternatively, if Purchaser does not have any objections to the CAP, Purchaser shall notify Seller in writing within said five (5) day period that Purchaser approves the CAP. Within five (5) days after Seller's receipt of Purchaser's CAP Requirements, Seller shall notify Purchaser in writing whether Seller elects to:

(i) Terminate this Contract, in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder; or

(ii) Amend the CAP to conform with Purchaser's CAP Requirements ("Amended CAP"), in which event, Seller shall deliver the Amended CAP to Purchaser within five (5) days after Purchaser receives Seller's notice of such election. Within five (5) days after Purchaser receives the Amended CAP, Purchaser shall notify Seller in writing of whether Purchaser approves the Amended CAP. In the event Purchaser notifies Seller that it does not approve the Amended CAP, this Contract shall terminate, in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder. Notwithstanding the foregoing, Purchaser shall not withhold its approval of the Amended CAP, provided that such amendment is consistent with the requirements of the Illinois Environmental Protection Agency ("IEPA") for said CAP, and such amendment is not inconsistent with Purchaser's CAP Requirements. In the event Purchaser fails to notify Seller within said five (5) day period, Purchaser shall be deemed to approve the Amended CAP. Seller and Purchaser hereby agree that Seller shall be responsible for the cost of the preparation of the Amended CAP, provided that such cost does not exceed One Thousand and No/00 Dollars (\$1,000.00) and Purchaser shall be responsible for all costs in excess of such amount. In the event the Closing occurs, Seller shall credit Purchaser at Closing for Seller's cost of the preparation of the Amended Cap, if any.

In the event Seller fails to notify Purchaser within said five (5) day period or fails to deliver the Amended CAP to Purchaser within said five (5) day period, Seller shall be deemed to have elected to terminate this Contract pursuant to this subparagraph 6(a)(i) in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all their obligations hereunder.

(b) IEPA Approval Period. Following Seller's receipt of Purchaser's approval of the CAP or Amended CAP, as applicable, and continuing for a period of one hundred thirty (130) days thereafter ("IEPA Approval Period") Seller shall obtain the approval of the SICR and CAP or Amended CAP, as applicable, for the LUST Incident (the "IEPA Approval") from the Illinois Environmental Protective Agency ("IEPA") that is either unconditional or which contains conditions that are not inconsistent with Purchaser's CAP Requirements. During the IEPA Approval Period, Seller shall submit the SICR and CAP or Amended CAP, as applicable, to the IEPA and copy Purchaser on all correspondence related thereto and Seller shall not modify or amend the SICR and CAP or Amended CAP, as applicable, except as required by the IEPA for

said SICR and CAP or Amended CAP, as applicable, and without first notifying Purchaser in writing and obtaining Purchaser's written consent thereto. Moreover, Seller shall make any such modifications or amendments to the SICR and/or CAP or Amended CAP as required by the IEPA for said SICR and CAP or Amended CAP, unless such modifications or amendments are inconsistent with Purchaser's CAP Requirements. Within ten (10) days after Seller notifies Purchaser of any proposed modification or amendment to the SICR and CAP or Amended CAP, as applicable, Purchaser shall notify Seller in writing as to whether Purchaser consents to such modification or amendment. If Purchaser notifies Seller that Purchaser does not consent to such modification or amendment to the SICR and CAP or Amended CAP, as applicable, within the said ten (10) day period, or if no such notice is received by Seller, Seller shall within five (5) days thereafter notify Purchaser in writing whether Seller elects to (i) terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder or (ii) choose to not make the proposed modifications or amendments to the SICR and CAP or amended CAP, as applicable. Notwithstanding the foregoing, Purchaser shall not withhold its approval of the amendment or modification to the SICR and CAP or Amended CAP as applicable provided that such modification or amendment is required by the IEPA for said SICR and CAP or Amended CAP, as applicable, and is not inconsistent with Purchaser's CAP Requirements. Prior to the expiration of the IEPA Approval Period, Seller shall deliver a copy of the IEPA Approval to Purchaser. In the event Seller does not receive the IEPA Approval during the IEPA Approval Period either Seller, provided Seller has otherwise diligently pursued to obtain said approval, or Purchaser shall have the right to extend the IEPA Approval Period for five (5) consecutive thirty (30) day periods, provided written notice is given to the other party prior to the expiration of the IEPA Approval Period, however, in no event shall the IEPA Approval Period be extended later than December 31, 2007. In the event Seller fails to deliver the IEPA Approval to Purchaser during the IEPA Approval Period or any extension thereof, Purchaser shall have the right to terminate this Contract by giving written notice to Seller within five (5) days following the expiration of the IEPA Approval Period. If Purchaser elects to terminate this Contract pursuant to this Section 6(b), (i) all Earnest Money shall be returned to Purchaser and (ii) the parties shall be released of all of their obligations hereunder. In the alternative, Purchaser may elect to proceed to close this transaction without having first obtained the IEPA Approval by delivering written notice to Seller of Purchaser's election within five (5) days following the expiration of the IEPA Approval Period.

(c) Remediation/Indemnity. If the transaction contemplated herein occurs, at the Closing, Purchaser shall execute a Leaking Underground Storage Tank Program Election to Proceed as Owner Form ("LPC 629") for the Property and following the Closing, Purchaser shall be responsible for performing remediation of the LUST Incident and obtaining a no further remediation letter from the IEPA, including the payment of all costs in connection with services related to such remediation, where such services are incurred after Purchaser's receipt of the IEPA Approval during the IEPA Approval Period. Purchaser shall indemnify and hold Seller harmless from and against all claims arising out of Purchaser's negligence or recklessness in connection with its remediation of the LUST Incident.

7. Title Review. Within ten (10) business days after the CAP Review Period, Seller shall deliver or cause to be delivered to Purchaser a current title commitment for an owner's title insurance policy issued by the Title Company in the amount of the Purchase Price, covering title to the Property showing title subject only to: (a) the permitted title exceptions set forth in Section 2 above; (b) the standard title exceptions contained in the Title Company's form owner's policy; and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which shall be removed by Seller by the payment of money at Closing (all of which are herein referred to as "Permitted Exceptions"). At the same time, Seller or the Title Company shall also provide copies of all recorded documents noted in the title commitment. If the title commitment and/or Survey (as defined below) discloses unpermitted exceptions, Purchaser shall

notify Seller in writing ("Objection Notice") within fifteen (15) days after Purchaser receives the later of the Survey, title commitment and copies of all recorded documents ("Title Review Period") of any unpermitted exceptions and Seller shall have the unpermitted exceptions removed from the title commitment or have the Title Company commit to insure against loss or damage that may be occasioned by such exceptions. If Seller (or Title Company) is unable to do so, Seller shall notify Purchaser in writing within ten (10) days after Seller's receipt of Purchaser's Objection Notice, in which event Purchaser may elect, within five (5) days of being advised of the Seller's or Title Company's inability or refusal to have the same deleted from the title commitment or insured against, to (i) terminate this Contract (in which event the Earnest Money, and any earnings thereon, shall forthwith be returned to Purchaser) and the parties shall be released of all of their obligations hereunder or (ii) accept the Property subject to such unpermitted exceptions, in which event Purchaser shall have the right to deduct from the Purchase Price an amount necessary to cure all liens and encumbrances of a definite or ascertainable amount.

8. **Survey.** Within fifteen (15) business days after the expiration of the Investigation Period, Seller, at its sole cost and expense, shall deliver to Purchaser a current survey of the Property prepared by a surveyor licensed by the State in which the Property is located and certified to the Purchaser, Purchaser's lender, the Title Company and such other parties as Purchaser shall designate to be prepared in accordance with the most recent Minimum Standard for ALTA/ACSM Land Title Surveys jointly established and adopted by ALTA and ACSM, setting forth the legal description and street address of the Property and any other Table A items 1-4, 6, 7(a), 7(b)(1), 7(c) 8-10, 11(b), 13, 14 and 16-18 ("Survey"). If the Survey discloses any such encroachment or violation or any exceptions to title or matters indicating possible rights of third parties other than the Permitted Exceptions, Seller shall have the Title Company issue its endorsement insuring against damage caused by such encroachments, violations or unpermitted exceptions (unless Purchaser's mortgagee, if any, does not permit such special endorsement), and provide evidence thereof to Purchaser within five (5) business days after Seller's receipt of Purchaser's Objection Notice, and if Seller fails to have the same insured against (if permitted as aforesaid), Purchaser may elect, within five (5) days of being advised of the Seller's or Title Company's inability or refusal to have the same insured against, to (i) terminate this Contract (in which event the Earnest Money shall forthwith be returned to Purchaser) and the parties shall be released of all their obligations hereunder or (ii) accept the Property subject to such encroachments, violations and unpermitted exceptions, without any reduction in the Purchase Price.

9. **Prorations**

(a) **Real Estate Taxes and Assessments.** All real estate taxes and assessments, if any, levied or assessed on or against the Property shall be prorated on an accrual basis as of the Closing Date. At Closing, Purchaser shall receive a credit against the Purchase Price equal to all accrued and unpaid taxes and assessments as of the Closing Date (including, without limitation, all taxes and assessments attributable to the year prior to the Closing but not payable until after the Closing and all taxes and assessments attributable to the year in which the Closing occurs but not payable until the following year). The credit for accrued taxes and assessments for which bills have not been issued as of the Closing Date shall be based on 105% of the then most recent taxes and assessments. All prorations provided for in this Section 9(a) shall be final.

(b) **Operating and Utility Costs.** Seller shall pay all expenses necessary to repair (only those items that impact the land and soil at the Property), operate and maintain the Property accrued up to and including the Closing Date. Any expenses that have accrued up to and including the Closing Date but have not been billed to or paid by Seller as of the Closing Date shall, to the extent possible, be paid by Seller (with such payment evidenced to Purchaser) at the time of Closing, or, if not so payable, at Purchaser's option, shall be credited to Purchaser, provided that such credit shall not release Seller of the obligation to make full payment if the credit is insufficient for any reason. Utility meters for utility services payable by Seller and not directly metered to tenants of the Property shall be read on or immediately prior to the Closing Date, if possible, and the amounts due as disclosed by such readings shall be paid by Seller or credited to Purchaser. Otherwise, all utility charges and billings shall be

prorated using the prior month's bill as of the Closing Date and shall be re-prorated upon receipt of actual bills for the period in question.

(c) **Miscellaneous.** All other items which are customarily prorated in transactions similar to the transaction contemplated hereunder and which are not otherwise addressed in this Contract, will be prorated as of the Closing Date. In the event any prorations or computations made under this Section 9 are based on estimates or prove to be incorrect, then either party shall be entitled to an adjustment to correct the same, provided that it makes written demand on the party from whom it is entitled to such adjustment within one hundred eighty (180) days after the end of the calendar year in which the Closing occurs. For purposes of calculating the prorations provided for in this Contract, Purchaser shall be deemed to be the owner of the Property on the Closing Date.

10. **Transfer Taxes.** Seller shall pay the amount of any stamp tax imposed by state and county law on the transfer of the title, and shall furnish a completed Real Estate Transfer Declaration signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois and shall furnish any declaration signed by Seller or Seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax; such tax required by local ordinance shall be paid by the party upon whom such ordinance places responsibility therefor. If such ordinance does not so place responsibility, the tax shall be paid by Seller.

11. **Closing Escrow.** This sale shall be closed through a "New York style" escrow with the Title Company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by the Title Company, with such special provisions inserted in the escrow agreement as may be required to conform with this Contract. The cost of the escrow shall be paid for by Purchaser. Any closing, title, recording or other charges relating to any mortgage loan which Purchaser may obtain shall be paid by Purchaser.

12. **Seller's Closing Deliveries.** At Closing, Seller shall deliver the following to Purchaser in form and substance reasonably acceptable to Purchaser:

- (a) A recordable warranty deed for the Property.
- (b) A customary affidavit of title.
- (c) An assignment of the Intangible Property, if any, along with original warranties, guaranties, permits, agreements and other documents to the extent available.
- (d) An ALTA Statement and Gap Undertaking in form required by the Title Company.
- (e) An executed FIRPTA affidavit as required by Section 1445 of the Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder.
- (f) A certificate executed by Seller confirming that the representations and warranties made by Seller herein remain true and correct as of the Closing Date.
- (g) A Release of Bulk Sales Stop Order (or similar release relative to sales out of the ordinary course) from the appropriate state and local governmental offices with respect to the Seller.
- (h) A termination of the Retail Dealer Gasoline Purchase Contract affecting the Property.
- (i) Such other documents, instruments, certifications and confirmations as may be reasonably required and designated by Purchaser or the Title Company to fully effect and consummate the transactions contemplated hereby.

13. **Purchaser's Closing Deliveries.** At Closing, Purchaser shall deliver the following to Seller in form and substance reasonably acceptable to Seller:

- (a) The balance of the Purchase Price.
- (b) An ALTA Statement and Gap Undertaking in form required by the Title Company.
- (c) An assumption of the of the Intangible Property.
- (d) LPC 629.
- (e) Such other documents, instruments, certifications and confirmations as may be reasonably required and designated by seller or the Title Company Purchaser to fully effect and consummate the transactions contemplated hereby.

14. **Joint Deliveries.** Seller and Purchaser shall jointly deposit in the escrow or deliver to each other at Closing the following in a mutually acceptable form:

- (a) An agreed proration and closing statement; and
- (b) Such certificates, instruments and declarations complying with the provisions of state, county and local law applicable to the determination of transfer taxes.

15. **Owner's Title Insurance Policy.** At Closing, Seller shall (at its expense) cause the Title Company to deliver to Purchaser an ALTA 2006 owner's title insurance policy conforming with the title insurance provisions of this Contract, along with the following endorsements to the extent available from the Title Company: (a) full extended coverage over the general exceptions; (b) a zoning 3.1 endorsement (with parking); (c) a creditor's rights deleted endorsement; (d) any encroachment and/or restrictions endorsements, as may be required; (e) an access endorsement; (f) a contiguity endorsement, if applicable; (g) a survey endorsement; (h) a PIN endorsement; (i) a utility facility endorsement; and (j) owner's comprehensive. Any other endorsements not specified in this Section 15 shall be at Purchaser's sole cost and expense.

16. **Notices.** All notices herein required shall be in writing and shall be served on the parties at the addresses or fax numbers following their signatures. Notices served on either party must be simultaneously provided to such party's attorney to be deemed service upon the party. The mailing of a notice by certified mail, return receipt requested, hand delivery, facsimile or nationally recognized over-night mail carrier, shall all be deemed sufficient methods of notice. Notices shall be deemed served (a) two (2) business days after mailing if served by certified mail; (b) the next business day if served by nationally recognized over-night mail carrier; or (c) on the day sent if served by facsimile or hand delivery provided the same is delivered during normal business hours, and if sent after normal business hours shall be deemed received on the next business day. All facsimile signatures shall be deemed original signatures for all purposes, but each party may require the other to re-execute an original of any document signed by facsimile.

17. **Representations and Warranties.** Seller represents and warrants to Purchaser, that:

(a) Seller has full power and authority to enter into this Contract, bind Seller and the Property to the commitments made hereunder, and convey or cause the conveyance of the Property to Purchaser.

(b) The execution, delivery and performance by Seller of this Contract shall not constitute or cause a default or breach of any agreement or undertaking of Seller or concerning the Property.

(c) No person or entity, except Purchaser, has been granted any options, rights of first refusal or other purchase rights with respect to the Property, including, but not limited to, under any operating or reciprocal easement agreement or declaration affecting the Property.

(d) Seller has no knowledge of and has received no notice concerning any existing or proposed special assessments or similar taxes, charges or assessments against the Property or any utility service moratoriums or other moratoriums affecting the Property.

(e) Except as set forth on **Exhibit B** attached hereto captioned "Environmental Disclosures"; to the best of Seller's knowledge, no toxic or hazardous waste or hazardous substance or other pollutant or contaminant or any other substance which is in violation of any state, federal or local law, regulation or ordinance is contained within or located at or under the Property. No portion of the Property is located in an area that has been designated a wetlands or other environmental protection area.

(f) No portion of the Property has been condemned or otherwise taken by any public authority, and Seller has no knowledge that any such condemnation or taking is threatened or contemplated.

(g) Seller has not received any written notices from any city, village or other governmental authority of zoning, building, health, fire or environmental code violations with respect to the Property, nor to Seller's knowledge is the Property in violation of any law, ordinance, code or regulation, and to the Seller's knowledge there are no latent or patent defects concerning the Property.

(h) To the best of Seller's knowledge, the Property is not in violation or breach of any of the covenants, conditions, restrictions or other agreements affecting the Property.

(i) Except as set forth on **Exhibit C** attached hereto or disclosed in the Title Commitment, there are no service or management contracts, leases, development agreements, operating or reciprocal easement agreements, declarations or other agreements affecting the Property (collectively, the "Property Documents"). All of the copies of the Property Documents delivered or hereafter delivered to Purchaser are and will be true and correct copies thereof. There are no defaults by any party under any of the Property Documents.

(j) Seller, or Seller's affiliate, has obtained an agreement from Parent Petroleum, Inc. which agreement allows Seller's affiliate to terminate its Retail Dealer Gasoline Purchase Contract affecting the Property on or before the Closing Date. Seller shall be responsible for all costs incurred, including but not limited to reimbursement costs payable to Parent for rebates, allowances and imaging expenses, relating to said termination.

(k) There are no obligations or liabilities currently binding on Seller or the Property that will be binding on Purchaser after the Closing, except for those obligations that Purchaser is assuming by execution of the Leaking Underground Storage Tank Program Election to Proceed as "Owner" Form (LPC 629) for the Property.

Purchaser represents and warrants to Seller, that:

(a) Purchaser has full power and authority to enter into this Contract, bind Purchaser and the Property to the commitments made hereunder, and convey or cause the conveyance of the Property to Seller.

(b) The execution, delivery and performance by Seller of this Contract shall not constitute or cause a default or breach of any agreement or undertaking of Seller or concerning the Property.

The representations and warranties set forth in this Section 17 shall survive the Closing.

18. **Operating Covenants and Representations.** From the Effective Date through the Closing Date, Seller agrees, represents and warrants as follows: (a) Seller will continue to operate the Property and pay for all expenses in a manner similar to its operation prior to the execution of this Contract, including, but not limited to the providing of insurance, management, maintenance and services; (b) no leases, service or management contract, easements, restrictions, declarations, agreements or options shall be entered into or amended prior to the Closing Date nor does Seller's entering into this Contract necessitate such action; and (c) promptly furnish Purchaser copies of all notices of violation by Seller or the Property of Federal, state or municipal laws, ordinances, regulations, orders, or requirements of departments of housing, buildings, fire, labor, health, or other Federal, state or municipal departments or other governmental authorities having jurisdiction against or affecting the Property or the use or operation thereof and comply with the same.

19. **Brokers.** Seller and Purchaser represent and warrant to the other that no broker is entitled to a commission or has been engaged by either party and each agrees to indemnify and hold the other harmless from the claims of any broker for a commission due by virtue of its representation of them.

20. **Condemnation.** In the event, prior to the Closing, of a condemnation or other taking of the Property, or any part of the Property, or any rights of access or other rights benefiting the Property as a result of the exercise of the power of eminent domain, or in the event that any type of proceeding for such a condemnation or taking is commenced prior to the Closing by any governmental body, then Seller shall immediately notify Purchaser in writing and Purchaser shall have the option to either: (i) terminate this Contract, in which event the Earnest Money shall be returned to Purchaser and neither party shall have any further obligations or liabilities hereunder; or (ii) proceed with the Closing, in which event (A) if the taking is consummated prior to the Closing, the Purchase Price shall be reduced by the amount of the award received by Seller as a result of the taking or (B) if the taking is not consummated prior to the Closing, Seller shall assign to Purchaser all right, title and interest in and to the condemnation proceeds and awards, and Purchaser shall have the sole and exclusive right to negotiate, contest and settle all such eminent domain proceedings. Purchaser shall exercise option under clause (i) or (ii) of this Section 20 by providing Seller with a written notice of its decision within thirty (30) days after Purchaser receives from Seller written notice of the proposed condemnation or taking, together with such additional information concerning the proposed condemnation or taking as Purchaser may reasonably request, and the Closing Date shall be extended, if necessary, to permit Purchaser to make such election within such time period.

21. **Casualty.** In the event of damage to the Property occurring prior to the Closing, Seller shall immediately notify Purchaser in writing, and if the cost to repair the damage exceeds \$75,000.00 (as determined by an independent insurance adjuster selected by Purchaser and approved by Seller) or any tenant terminates, excluding Purchaser, or is entitled to terminate its lease as a result of such damage, Purchaser shall have the option to either: (i) terminate this Contract, in which event the Earnest Money shall be returned to Purchaser and neither party shall have any further obligations or liabilities hereunder; or (ii) proceed with the Closing. If Purchaser is not entitled to terminate or elects not to terminate this Contract pursuant to clause (i) above, then Seller shall pay over and assign to Purchaser all insurance proceeds payable as a result of the damage to the Property (including, without limitation, all casualty insurance proceeds, and all rent loss and business interruption insurance proceeds applicable to the period on or after the Closing Date) and, in addition thereto, shall pay to Purchaser at Closing an amount equal to all deductibles and other uninsured costs with respect to such damage.

22. **Default.** Upon a default by Purchaser and Purchaser's failure to cure said default within ten (10) days following receipt of written notice of such default from Seller and provided Seller is not then in default under this Contract, the Seller shall retain the Earnest Money as liquidated damages and as its sole and exclusive remedy. Upon a default by Seller and Seller's failure to cure said default within ten (10) days following receipt of written notice of such default from Purchaser and provided Purchaser is not then in default under this Contract, the Purchaser shall have all of its rights and remedies under applicable law or equity, including without limitation specific performance, and all of its rights and remedies shall be cumulative and non-exclusive. The parties acknowledge and agree that so long as Seller uses its

good faith efforts to obtain the IEPA Approval during the IEPA Approval Period, Seller's failure to obtain an IEPA Approval during such time period in a form acceptable to Purchaser shall not be deemed a default by Seller hereunder.

23. **Confidentiality.** Purchaser acknowledges and understands that, before Purchaser made a request of Seller for confidentiality in that certain letter of intent dated January 10, 2007 regarding the Purchaser's potential purchase of this Property, Seller had spoken with a number of third parties, including representatives of the City of Elmhurst and other local business owners, in addition to Seller's own advisors, regarding Seller's possible sale of this Property to Purchaser. Therefore, no disclosures made prior to January 10, 2007 shall be deemed as a breach of the confidentiality provisions of this Contract. Seller will use good faith efforts not to disclose this Contract, or any other correspondence relating to this Contract, including but not limited to that certain letter of intent dated January 10, 2007, and otherwise keep the terms of the Contract confidential. Notwithstanding the foregoing, Seller may disclose this Contract to its business partners, accountants and attorneys and other need to know parties. Seller shall not disclose any other information relating to this Contract to any other person or entity without the prior written consent of Purchaser. The obligation of the Seller contained herein shall extend to any disclosures made by any agent, contractor or employee of Seller and shall expire upon the earlier of the termination of this Contract, written agreement by the parties, the Closing or if disclosure is made to the public by a party other than Seller,

24. **Miscellaneous.** This Contract shall be governed and controlled by the laws of the State where the Property is located in all respects. This Contract will be binding upon the parties' successors and assigns, and may be assigned by Purchaser without the consent of the Seller. No modification or waiver of this Contract shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification or waiver is sought. This Contract represents the entire agreement by the parties. The headings used herein are for convenience only and shall not affect the interpretation of the substantive provisions of this Contract. In the event of any dispute or litigation arising out of this Contract, the prevailing party (as determined by the court having jurisdiction) shall be entitled to recover its fees and costs (including attorneys' fees and costs) from the non-prevailing party. All representations and warranties of Seller and Purchaser contained herein shall survive the Closing and the delivery of the deed to Purchaser. This Contract may be executed in multiple counterparts and taken together constitute one instrument. This Contract may be executed by facsimile and bind the parties hereto; provided, however, upon the request of either party, the parties will exchange original signatures. Purchaser shall have the right to assign its right, title and interest in, to and under this Contract and Purchaser shall be released from any and all liability hereunder after such assignment.

25. **Tax Deferred Exchange.** The parties acknowledge that either Purchaser or Seller may desire that this transaction constitute a tax deferred exchange under the meaning of Section 1031 of the Internal Revenue Code. Provided there is no cost, expense or liability imposed upon the non-requesting party, and the non-requesting party is not required to take title to any other property then each party agrees to execute any and all additional documentation that may be reasonably necessary to assist the requesting party in concluding this transaction as part of a tax deferred exchange. Neither party makes any representation or warranty whatsoever regarding whether or not this transaction will qualify as a part of a tax deferred exchange. In no event shall any such tax deferred exchange result in any delay in the Closing.

[SIGNATURES FOLLOW ON NEXT CONSECUTIVE PAGE]

IN WITNESS WHEREOF, this Contract has been executed and delivered by the undersigned as of the dates written below.

**PURCHASER**

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

By: David M. Strossberg  
Name: DAVID M. STROSSBERG  
Its: PRESIDENT

Address:  
223 West Erie Street  
3rd Floor  
Chicago, Illinois 60610  
Fax No. 312-280-7770

Date of Execution: March 14, 2007

**PURCHASER'S ATTORNEY:**

Name: Marc Joseph, Esq.

Address: Levenfeld Pearlstein, LLC  
2 North LaSalle Street  
13th Floor  
Chicago, Illinois 60602

Fax No.: (312) 346-8434

**SELLER:**

PAULI FAMILY PARTNERSHIP,  
Illinois partnership

By: Judith K. Cutbert  
Name: JUDITH K. CUTBERT  
Its: PARTNER

Address:  
1660 AINSLEY LANE  
COMBARD IL 60148

Fax No. 630 953-8714

Date of Execution: MARCH 12, 2007

**SELLER'S ATTORNEY:**

a Name: Doris Adkins Carter

Address: Carter & Tani  
402 E. Roosevelt Road, Suite 206  
Wheaton, IL 60187  
(630) 668-2135

**EXHIBIT A**

Legal Description of Property

THE EAST 37 FEET OF LOT 10 AND ALL OF LOT 11 IN HAHN'S SUBDIVISION OF LOTS 2, 3, 4, 5 AND 6 AND THE NORTH HALF OF LOTS 7 AND 8 IN BLOCK 1 OF THE TOWN OF COTTAGE HILL (NOW ELMHURST) IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS.

## **EXHIBIT B**

### **Environmental Disclosures**

#### **2004 Incident**

A leaking underground storage tank incident occurred on the Property during or prior to July, 2004. A Notice of Release Letter was sent by the Illinois EPA ("IEPA") on July 21, 2004. TriCore Environmental, LLC was engaged to prepare an environmental summary of the incident. An Early Action Extension Request was sent on September 2, 2004 and approved by the IEPA on September 16, 2004. The required 20-day and 45-day reports were timely sent and received by the IEPA. A Site Investigation Plan, along with a budget, was sent to the IEPA on November 18, 2004. The IEPA approved the plan, with modifications, and the budget via a letter dated January 19, 2005. The IEPA sent a follow-up plan approval letter on 3/28/2005. A Site Investigation Completion Report was submitted to the IEPA in early February 2007. A Corrective Action Plan will be submitted to the IEPA following the procedures for CAP approval outlined in this Agreement. The \$10,000 deductible has been met for the 2004 incident. A No Further Remediation ("NFR") letter from the IEPA has not yet been received with regard to the 2004 incident.

#### **1992 Incident**

A leaking underground storage tank incident occurred on the Property during or prior to September, 1992. A Notice of Release Letter was sent by the IEPA on September 30, 1992. The required 20-day and 45-day reports were timely sent and received by the IEPA. A Corrective Action Plan was sent to the IEPA on or about December 7, 1992. Corrective Action Completion Reports were received by the IEPA on April 14, 1997, June 10, 1998, March 7, 2001 and June 14, 2001. A NFR letter was issued by the IEPA on August 28, 2001. The NFR letter was recorded on September 26, 2001.

**EXHIBIT C**

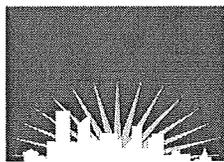
List of Property Documents

Retail Dealer Gasoline Purchase Contract with Parent Petroleum, Inc.

Leaking Underground Storage Tank Environmental Notice (with No Further Remediation Letter)  
recorded as Document 2001R49913 on September 20, 2001

Highway Authority Agreement dated February 27, 2001 between Amoco Oil Company as  
owner/operator of underground storage tanks and Village of Elmhurst

Illinois Department of Transportation letter dated February 14, 2007 regarding Permit District  
Serial Number 1-T-06-1339



**MORNINGSIDE**

223 W. Erie Street, 3rd Floor  
Chicago, Illinois 60654  
Voice 312.280.7770 / Fax 312.280.5353

**TRANSMITTAL LETTER:**

PROJECT Hahn St. Elmhurst JOB #: n/a  
 (name,address) Storino, Ramello & Durkin  
 TO: 9501 W Devon Avenue, Suite 800 If enclosures are not as noted, please  
 Rosemont, IL 6018 inform us immediately  
 ATTN.: Nicholas S. Peppers If checked below, please:  
 ( ) Acknowledge receipt of enclosures  
 ( ) Return enclosures to us.

WE TRANSMIT:  
 herewith ( ) under separate cover via \_\_\_\_\_  
 in accordance with your request \_\_\_\_\_

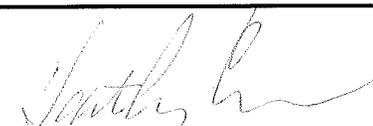
FOR YOUR:  
 approval ( ) distribution to parties ( ) information  
 review and comment ( ) record  
 use ( ) \_\_\_\_\_

THE FOLLOWING:  
 Drawings ( ) Shop Drawing Prints ( ) Samples  
 Specifications ( ) Shop Draw. Reproducibles ( ) Product Literature  
 Change Order ( x ) see below

COPIES	DATE	REV. #	DESCRIPTION	ACTION CODE
1 each	7/1/09		Copies of Real Estate Purchase Contract for Pauli parcel, plus Amendments One through Nine	A

ACTION CODE: A. Action indicated on item transmitted. D. For signature and forwarding as noted below under REMARKS.  
 B. No action required. E. See REMARKS below.  
 C. For signature and return to this office.

REMARKS:

COPIES TO:	(with enclosures)	..	 By: Heather Ervin, Sr. Project Administrator Date: 7/1/09
		..	
		..	
		..	

**NORTH DISTRICT PROJECT SCHEDULE  
REVISED SEPTEMBER 10, 2009**

ID	Task Name	Duration	Start	Finish	2008			2009			2010			2011			2012			2013		
					tr	tr	tr	tr	tr													
1	<b>PUD APPROVAL PROCESS</b>	544 days	Fri 8/1/08	Wed 9/1/10																		
2	Preliminary PUD approval	0 days	Thu 10/1/09	Thu 10/1/09																		
3	Applicant, its architect, and engineers to prepare full set of construction documents and then obtain approval of the final PUD plan from city	240 days	Thu 10/1/09	Wed 9/1/10																		
4	Approval of final plans	0 days	Wed 9/1/10	Wed 9/1/10																		
5	<b>SALES AND MARKETING</b>	588 days	Wed 9/1/10	Fri 11/30/12																		
6	Open Sales Center	0 days	Wed 9/1/10	Wed 9/1/10																		
7	Achieve 70% condo presales and 70% retail preleasing	262 days	Wed 9/1/10	Thu 9/1/11																		
8	<b>BUILDING CONSTRUCTION</b>	327 days	Thu 9/1/11	Fri 11/30/12																		
9	<b>FINAL PROJECT COMPLETION</b>	0 days	Fri 11/30/12	Fri 11/30/12																		

**Notes:**

- (1) This schedule is dependent upon factors over which the applicant has no control such as market demand and the availability of construction financing. Current market demand for residential condominiums and storefront retail is not at a level which would support the cost of new construction plus a reasonable return. The applicant's financial projections, presented in its response to the RFP, anticipated certain selling prices and rental rates which were reasonable at the time of presentation but today do not reflect the ensuing market declines. This schedule specifically anticipates the recovery of these markets during 2010, though no one can project with certainty when that recovery will take place.
- (2) The availability of construction financing today is very limited. While downtown Elmhurst represents a highly desirable location, the country's current economic distress has caused most lenders to suspend construction financing for new, speculative development. It is unknown today when commercially reasonable terms for such construction financing will be available. The applicant projects that commercially reasonable financing will become available during 2010 although this change cannot be projected with any certainty.
- (3) The applicant assumes that the Zoning & Planning Commission will approve its request to extend the period for Final PUD approval from six months to twelve months.

Task		Rolled Up Task		Project Summary	
Split		Rolled Up Split		External Milestone	
Progress		Rolled Up Milestone		Deadline	
Milestone		Rolled Up Progress			
Summary		External Tasks			

## **COUNCIL ACTION SUMMARY**

**SUBJECT:** Ordinance – Approving Assignment and Assumption of the Contract for the Purchase of 260 North York Street, Elmhurst, Illinois ("Pauli") and Authorizing the Expenditure of \$50,000.00 as Refundable Earnest Money

**ORIGINATOR:** City Attorney

**DESCRIPTION OF SUBJECT MATTER:**

On February 27, 2012, the Developer submitted its written request to irrevocably withdraw its pending zoning petition, Case No. 08P-16, for the Hahn Street Development. In addition, and in furtherance of their request, the Developer has also executed and submitted to the City the Mutual Release, Waiver and Termination Agreement. As part of the termination of the Development Agreement, the Developer has offered to assign the Contract for the purchase of 260 North York Street (Pauli) to the City, in return for reimbursement of the earnest money. Acceptance of the attached Assignment will result in the City becoming the Purchaser and provide the City the right to investigate, negotiate and, if elected, close on the purchase of the Pauli property.

**MCO - 07- 2012**

**AN ORDINANCE AMENDING ARTICLE XXIII, ENTITLED, "PAWNSHOPS AND PAWNBROKERS" OF CHAPTER 31, ENTITLED, "BUSINESS LICENSING, REGULATION AND REGISTRATION" BY ADDING THERETO SECTION 31.415, ENTITLED, "PRECIOUS METALS DEALERS" TO THE MUNICIPAL CODE OF ORDINANCES OF THE CITY OF ELMHURST, ILLINOIS**

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WHEREAS, the City of Elmhurst, Illinois is a home-rule unit of local government under Article VII, Section 6, of the 1970 Illinois Constitution and, except as limited by such Section, it may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Section 31.400 of the Municipal Code of Ordinances of the City of Elmhurst regulates the compliance with applicable Illinois laws and rules related to the operation of pawnshops pursuant to the Pawnbroker Regulation Act (205 ILCS 510/ *et seq*); and

WHEREAS, the corporate authorities of the City of Elmhurst find it desirable, necessary and in the best interest of the City of Elmhurst to adopt regulations regarding the purchase and sale of precious metals.

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

Section 1. The recitals set forth above are incorporated herein by this reference.

Section 2. Article XXIII, entitled "Pawnshops and Pawnbrokers" of the Municipal Code of Ordinances of the City of Elmhurst is hereby amended by deleting, in its entirety, the title of Article XXIII and replacing it with, "Pawnshops, Pawnbrokers and Precious Metals Dealers" and adding thereto Section 31.415, entitled, "Precious Metals Dealers" to read as follows:

**“Article XXIII – Pawnshops, Pawnbrokers and Precious Metals Dealers.**

**31.415 – Precious Metals Dealers.**

**(a)** Definition. As used in this Section, precious metals shall be defined as scrap precious metals, including, but not limited to, jewelry, precious stones, semi-precious stones, coins, silver, gold, and platinum.

**(b)** License required.

**(1)** No person, persons, corporation, partnership or other entity shall conduct or operate the business of a precious metals dealer without having first been licensed therefore as provided in this Article and the licensing requirements of Chapter 31, Article I.

**(2)** Before a license may be issued, the precious metals dealer shall have all weighing devices used in the business inspected and approved by local or state weights and measures officials and present written evidence of such approval to the City of Elmhurst.

**(c)** Identification required.

**(1)** It shall be unlawful for any precious metals dealer, agent or employee of a precious metals dealer to fail to request and require identification to be shown by each person selling a precious metal. One form of identification shall be a valid driver’s license or identification card issued by a governmental entity which contains a photograph of the person identified, as well as the person’s address. If the pictured identification is not government issued, then two forms of identification must be shown, and at least one of the said two forms must contain a photograph, and at least one form of identification must include the person’s residence address. In addition to a valid driver’s license or government issued identification card, other acceptable forms of pictured identification shall include, but not be limited to, employee or student identification cards, pictured credit card, or a pictured civic, union or professional association membership card. If the owner/seller of the precious metal does not present identification issued by a governmental entity, the precious metal dealer shall photograph the customer in color print and record the customer’s name, residence address, date of birth, gender, height and weight on the reverse side of the photograph.

**(2)** The precious metals dealer shall have installed and operating at all times during business hours a video surveillance camera positioned so as to record all transactions, as well as the facial features of those persons selling any item to the precious metals dealer.

- (d)** Record requirements. All precious metals dealers doing business in the City of Elmhurst shall keep a standard record book that has been approved by the Chief of Police of the City of Elmhurst. The record book shall include the following:
- (1)** An accurate account and description of the precious metal. The description shall include all names, initials, serial numbers, or other identifying marks or monograms on each item, and the true weight or carat of any gem. All items of jewelry presented shall be clearly photographed in color so as to be able to clearly identify the item of jewelry and all photographs taken shall be maintained and preserved;
  - (2)** The amount of money or value of the precious metal;
  - (3)** The date and time the precious metal was received by the precious metals dealer;
  - (4)** The owner/seller's full name, address, workplace, home and work telephone numbers, date of birth, sex, race, height, hair, eye color, any other identifying marks and a high quality photocopy of the identification used by the owner/seller;
  - (5)** The verification of the identification presented by the owner/seller. The record book shall contain the type of identification presented, the issuing agency and the number thereon; and
  - (6)** A statement of ownership signed by the owner/seller.
- In lieu of a record book, the precious metals dealer may maintain such records as required by this Section in computer form if the computer form has been approved in writing by the Chief of Police of the City of Elmhurst.
- (e)** Daily report. Except as may be otherwise provided herein, every precious metals dealer shall make out and deliver to the Chief of Police of the City of Elmhurst or his designee, on a daily basis, a legible exact copy of the record book or computer generated record as required herein.
- (f)** Inspection of records. The record book or computer generated records (if approved as herein provided), video surveillance records, photographs taken, as well as every item presented to the precious metals dealer, shall at all times be open to the inspection by the Chief of the Police of the City of Elmhurst or any sworn law enforcement officer. The record book, any computer generated records and all photographs taken shall be maintained for a period of three years after the date on which the record was prepared. Video surveillance records shall be maintained for a period of one year after the date on which the record was prepared.
- (g)** Dealer to retain purchases. The precious metals dealer shall retain on site all items presented for a minimum of fourteen (14) calendar days from the date on which the items were acquired. Until the expiration of this period, the precious metals dealer shall not sell, alter or dispose of any acquired item in whole or in part.
- (h)** Prohibited purchases.
- (1)** No precious metals dealer shall accept any item from any person who is under the age of eighteen (18).

- (2) No precious metals dealer shall accept any precious metals from any person who the precious metals dealer believes or has reason to believe is not the owner of such goods, unless the owner/seller has written and duly authenticated authorization from the owner permitted and directing such transfer.”

Section 3: The remainder of Article XXIII of Chapter 31 of the Municipal Code of Ordinances of the City of Elmhurst shall remain in full force and effect and unamended by this Ordinance.

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

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

ADOPTED this \_\_\_\_ day of March 2012, pursuant to a roll call vote as follows:

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

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

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

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

APPROVED by me this \_\_\_\_ day of March 2012.

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

ATTESTED and filed in my office,  
this \_\_\_\_ day of March 2012.

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

## COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance Amending Article XXIII, entitled, "Pawnshops and Pawnbrokers" of Chapter 31, entitled, "Business Licensing, Regulation and Registration" by amending the title of Article XXIII to read, "Pawnshops, Pawnbrokers and Precious Metals Dealers" and adding thereto Section 31.415, entitled, "Precious Metals Dealers" to the Municipal Code of Ordinances of the City of Elmhurst, Illinois.

ORIGINATOR: City Attorney

### DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendations of the Chief of Police, the City Attorney prepared an Ordinance Amending Article XXIII, entitled, "Pawnshops and Pawnbrokers" of Chapter 31, entitled, "Business Licensing, Regulation and Registration" by amending the title of Article XXIII to read, "Pawnshops, Pawnbrokers and Precious Metals Dealers" and adding thereto Section 31.415, entitled, "Precious Metals Dealers" to the Municipal Code of Ordinances of the City of Elmhurst, which sets forth regulations pertaining to precious metals dealers.

**R- 08 - 2012**

**A RESOLUTION IN SUPPORT OF AND ADOPTING  
THE DuPAGE MAYORS AND MANAGERS CONFERENCE  
2012 LEGISLATIVE ACTION PROGRAM**

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WHEREAS, the City of Elmhurst (hereinafter the "City") is a member of the DuPage Mayors and Managers Conference (hereinafter "DMMC"); and

WHEREAS, the DMMC develops its annual Legislative Action Program (hereinafter "LAP") with the goal of establishing a comprehensive platform on legislative issues in order to protect and benefit the interests of its member municipalities, residents, and businesses in these municipalities, and the region generally; and

WHEREAS, on February 13, 2012, the DMMC voted unanimously to adopt its 2012 LAP, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the City's Finance Committee has reviewed the DMMC's LAP and has found that it is in the City's best interests to endorse the LAP; and

WHEREAS, the City will be individually benefitted by formally establishing positions on legislative issues affecting municipalities, thereby giving clear direction to officials and employees of the City regarding legislative positions that may be represented in official capacity or on behalf of the City.

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

Section 1: That the corporate authorities hereby incorporate the foregoing preamble clauses into this Resolution.

Section 2: That the corporate authorities hereby adopt as its legislative positions and priorities for the 2012 Legislative Session, the positions, goals, and principals of the DMMC's 2012 LAP.

Section 3: That the City Clerk shall forward a copy of this Resolution to the DMMC, to all state and federal legislators representing the City, to the Office of the Governor, and to the City's department heads.

Section 4: That this Resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

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

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

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

APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

ATTESTED and filed in my office,  
this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

EXHIBIT

DuPage Mayors and Managers Conference  
2012 Legislative Action Program

# *2012 Legislative Action Program*



*DuPage Mayors and Managers Conference  
1220 Oak Brook Road  
Oak Brook, Illinois 60523  
(630) 571-0480  
[www.dmmc-cog.org](http://www.dmmc-cog.org)*

# ***DuPage Mayors and Managers Conference***

## ***Officers***

**President, Gary Grasso**  
Mayor, Village of Burr Ridge

**Vice President, Rodney Craig**  
President, Village of Hanover Park

**Secretary/Treasurer, Steve Stricker**  
Administrator, Village of Burr Ridge

## ***Legislative Committee***

**Director, Jeff Pruyn, Mayor, Village of Itasca**  
**Deputy Director, Joseph Breinig, Manager, Village of Carol Stream**  
**Joseph Broda, Mayor, Village of Lisle**  
**Michael Cassady, Manager, Village of Bensenville**  
**David Cook, Manager, Village of Hinsdale**  
**Rodney Craig, President, Village of Hanover Park**  
**Dave Hulseberg, Manager, Village of Lombard**  
**Jack Knight, Management Analyst, Village of Woodridge**  
**Sylvia Layne, Trustee, Village of Addison**  
**Jennifer McMahan, Assistant Administrator, City of Warrenville**  
**Kenn Miller, Councilman, City of Naperville**  
**David Niemeyer, Manager, Village of Oak Brook**  
**Nunzio Pulice, Mayor, City of Wood Dale**  
**Todd Scalzo, Councilman, City of Wheaton**  
**Gayle Smolinski, Mayor, Village of Roselle**  
**Steve Stricker, Administrator, Village of Burr Ridge**  
**Grant Wehrli, Councilman, City of Naperville**

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# ***Legislative Priorities***

**Legislative Priorities** are those specific, important issues that the Conference pursues either through drafting and sponsoring legislation or through strong advocacy in cooperation with other municipal organizations. Legislative Priorities are the primary focus of our legislative efforts.

## ***Critical Priority: Protect the Financial Survival of Municipalities***

Local governments are challenged to fund essential services with limited existing resources. Local revenues are often dependent on the State's authorization, collection, and distribution. Frequently threatened with revenue diversions and state fee increases, municipalities require the freedom to raise and expend municipal funds in order to provide the services most needed by their residents and businesses. Recently, municipalities have opposed reduction of the local portion of income tax, sales tax "holidays" that decrease revenue, and fund sweeps that divert funds intended for local programs.

### **Require the Timely Disbursement of LGDF Funds**

Current practice dictates that after collection by the State, local government revenues are deposited in the State's General Revenue Fund and then transferred to the Local Government Distributive Fund (LGDF). The State has recently been up to six months behind in LGDF payments to municipalities. The Comptroller should be required to transfer funds to the LGDF and distribute those funds to municipalities as soon as they are received and certified by the Department of Revenue and the Treasurer's Office. Furthermore, the State should refrain from diverting this, or any other municipal revenue, for its own programs.

### **Exempt Staffing Requirements from Collective Bargaining**

When negotiating with unions, three variables affect the cost to municipalities—wages, pension benefits, and staffing levels. Because of statutory arbitration requirements and state-mandated pensions, the only variable municipalities can use to manage budgets is the number of staff. Therefore, municipalities must have the sole authority to set staffing levels for all municipal activities. Legislation should be approved to explicitly exclude employee staffing levels from municipal collective bargaining.

### **Amend the Illinois Labor Relations Act to Create a Level Playing Field for Labor Arbitration**

Arbitration between municipalities and unions does not include considerations of affordability and fiscal implications for the municipality. The Act should be amended to ensure that arbitrators take into account both the interest and welfare of the public and the financial ability of the unit of government to meet costs with its current revenue streams.

### **Repeal the Illinois Workers on Public Works Act**

The Act currently requires the use of Illinois firms for public works projects. As a result, municipalities unnecessarily pay more for projects and attract a smaller pool of bidders.

### **Reject Unfunded State Mandates**

Legislation often requires communities to divert local expenditures from municipal responsibilities and use them to fund state-imposed programs. The State should not impose mandates that increase financial obligations on local governments without providing adequate funds to reimburse municipalities for these new mandates.

*The State should not balance its budget to the detriment of municipalities, nor should it disrupt local budgets by removing or reducing local revenues.*

## ***Critical Priority: Reform Pensions***

The Conference seeks to make the pension system sustainable not only to ensure affordability for municipalities and their taxpayers, but also to protect obligations to employees. If municipalities lack sufficient funds, then pension systems will collapse and employees will receive nothing. In 2010, police and fire pensions became a two-tier system that ensured some relief for municipalities. That relief, however, will mostly occur in future years. While these reforms are important, more needs to be done now.

### **Reform Pensions for Current Public Safety Employees**

Existing pension benefit obligations are putting communities on the verge of insolvency. The only way to stabilize municipal budgets and protect ongoing pension benefits is to enact legislation to reduce the pension benefits current employees will earn for future work performed after such legislation takes effect.

### **Oppose All Pension Sweeteners**

Public Act 96-1495 created a two-tier pension system with more reasonable pension benefits for public employees hired after January 1, 2011. This reform will be meaningless if the Legislature increases those employees' benefits. The Legislature must reject any pension sweetener for either new hires or current employees.

### **Amend the Compliance and Penalty Provisions in Public Act 96-1495**

Public Act 96-1495 requires municipalities to contribute annually to public safety pension funds in an amount sufficient to reach a 90% funded level by the 2040 fixed amortization deadline. Municipalities unable to make these payments will lose LGDF and other state-collected funds to make up the difference, starting in 2015. The financial benefits of P.A. 96-1495 apply only to employees hired after January 1, 2011, and will not result in tangible savings until those employees have been in the system for several years. Municipalities with underfunded pensions are in that position because there simply are no revenues available to meet their growing pension burdens. The penalty provision of this new law, if left unchanged, will push the municipalities with the fewest resources most quickly toward insolvency, which will ultimately imperil the very pensions that this law was intended to protect.

### **Enact a Rolling Amortization Period for Pension Funding**

Current law amortizes municipalities' pension debts to a fixed deadline of 2040, requiring payments by municipalities which would bring the funds current by that year. While this may sound reasonable in isolation, this arbitrary and unnecessary deadline exacerbates the pressure placed on taxpayers, as they will see their contribution amounts continue to climb. The Government Accounting Standards Board, the source of generally accepted accounting principles for state and local governments, currently endorses a 30-year rolling amortization period as an appropriate method to calculate contributions. Rather than continuing Illinois' unpredictable practice of periodically changing the fixed date, the Legislature should protect the sustainability of pension funds and minimize the immediate burden on taxpayers by adopting a 30-year rolling amortization.

***Between 1997 and 2008, taxpayers increased their contributions to police and fire pensions by more than 150% - but funding levels continued to decline due to pension sweeteners and the economic downturn. In just two years (2008-2010), the total combined unfunded liability between the police and firefighter pension funds grew by \$985 million.***

Source: Illinois Municipal League

## ***Critical Priority: Reform Pensions (continued)***

### **Increase Employee Contributions**

A fundamental principle of pension funding is that both employees and taxpayers contribute to municipal pension costs. Initially, contributions were evenly split, but today taxpayers contribute up to 75% of the pension costs. Employee contributions should be increased and adjusted over time to match taxpayer contributions.

### **Allow Police and Fire Pension Boards to Invest Funds in IMRF**

Police and fire pension boards are restricted to certain investments because each individual fund is relatively small. Other municipal employees' pension funds are mandatorily invested with the Illinois Municipal Retirement Fund, a professionally managed system subject to far fewer investment restrictions. Public safety employees should have the option of investing in IMRF as well.

### **Allow Police and Fire Pension Boards to Merge Funds**

Public safety pension boards should be permitted to merge funds with other jurisdictions. Merging would create larger pension funds with which the boards could access a wider range of investment opportunities.

### **Ensure Municipal Majority on Pension Boards**

Current police and fire pension boards are controlled by beneficiaries of the pension. Boards are comprised of two members appointed by the mayor, two active employees participating in the pension system, and one retiree. Municipalities may be completely cut out of the decisions made about the system despite bearing all the risk if funds do not perform well. Municipalities, not employees, should have majority representation on pension boards. Municipalities should also have standing to testify in disability proceedings before the board, a right that was previously taken away by the courts.

### **Remove Pension Levies from the Tax Cap**

Previous state-mandated pension increases have combined with current economic conditions to overburden municipal budgets. It is imperative that pension costs be removed from the tax cap for non-home rule communities.

### **Amend the Public Safety Employee Benefits Act**

The legislature should amend statutory provisions that affect benefits for people no longer working due to injury or illness to ensure that these benefits are justified and not resulting in double payment.

*Continued reforms are needed to protect pension systems and ensure the ability to meet obligations to employees, including police officers and firefighters. At the same time, it is also important to recognize the ongoing strain these pensions place on municipalities and their taxpayers.*

# Priorities

## Protect the Public Rights-of-Way and Advance the Modernization of Public Utilities

Public utilities use public rights-of-way to deliver necessary services and commodities to municipalities. Municipalities own these rights-of-way and have a duty to protect them. As such, municipalities and residents must be able to regulate utilities' usage of this land. In addition, utilities should be required to improve customer service, communications, reliability, and responses to matters of local importance.

### **Require Arbitration for Utility Franchises**

Municipalities are at a disadvantage when negotiating with utilities over expired franchises. Utilities should negotiate with municipalities in good faith and if they do not, then arbitration should be required so that a contract is always in place to protect the public.

### **Repeal Limitations on Municipal Audits of Utility Taxes**

Under Public Act 96-1422, utilities collect taxes and fees to send to municipalities; however, municipalities are not permitted to effectively audit utility tax remittances.

### **Require ComEd/SMART Grid Reliability**

Recent legislation provides utilities with rate increases to invest in infrastructure and implement SMART Grid technology. In return, utilities should be required to meet reliability standards and guarantee that revenue will be used appropriately to fund infrastructure improvements.

## Support Western Access

As the Elgin-O'Hare Expressway expands, the State should consider the project's impact on local residents and businesses. The State should also ensure that funding for the project is fair, regional benefits are paid for by the region, and the new access route provides a true entrance into the airport.

## Remove the Sunset Date on the Wireless Emergency Telephone Safety Act

With the advent of cell phone usage, an access fee was implemented to fund technological improvements so that cell phones could contact 9-1-1. This legislation sunsets April 1, 2013. Because of widespread cell phone usage today, it is important that the system continues to be funded.

***If the wireless fee is allowed to expire next year, 9-1-1 systems would suffer devastating revenue shortfalls. By simply continuing this existing mechanism, we can advance further upgrades to the 9-1-1 centers' capabilities and maintain equipment necessary to ensure the safety of residents.***

# ***Legislative Principles***

**Legislative Principles** represent the foundation of our legislative efforts. They help clarify the development of legislative positions and they serve as a benchmark to evaluate the impact of legislative proposals on municipalities.

## **Protect Municipal Revenues**

Municipalities should have the flexibility to fund the programs and services they consider necessary. Funds owed to municipalities should not be diverted for other programs and should reach municipalities in a timely manner. State mandates should be reasonable and balanced against other municipal spending priorities to prevent overburdening local budgets and taxpayers.

## **Eliminate Legislative Barriers to the Joint Provision of Municipal Services**

All levels of government are struggling to maintain programs and services with decreasing revenues, but legislative barriers often make it difficult to consider consolidation and coordination of services including public works, code enforcement, police, and fire. The Conference supports the removal of any statutory barriers that prevent municipalities from working together across jurisdictions to provide joint services. The resulting efficiency would permit municipalities to provide a higher level of services, save money, and reduce the burden on taxpayers.

## **Preserve and Respect Local Authority**

The freedom to make decisions at the local level is the best way that municipalities can fully serve their unique constituencies. Activities such as franchising, zoning, issuing permits and licenses, local code enforcement, and regulating business activities are the fundamental responsibilities of local governments. The ability to make decisions to raise and expend municipal funds, regardless of their source, is vital to local efficiency. Policies should not undermine or preempt local authority to protect the health, safety, and welfare of local residents.

Furthermore, the distinction between home rule and non-home rule communities should be removed to recognize the ability of all municipalities to govern themselves, regardless of population. The State should reject restrictions that erode local decision-making authority. For the good of their residents, both home rule and non-home rule municipalities must have the freedom to employ policies including crime free housing, state and local funding alternatives, out-of-state gas taxation, regulation of pawn shops, and economic development incentives.

## **Implement Streamlined Sales Tax**

A legal loophole allows online retailers to avoid collecting sales taxes. As a result, states and municipalities have missed out on billions of dollars in tax revenue. As the Illinois Legislature looks at implementing federal streamlined sales tax and intra-Illinois sales tax sourcing rules, it must also take into consideration the potential impact on individual municipalities. The State should ensure that any change of rule does not devastate a municipality based on its individual revenue structure. The Conference supports a federal streamlined system that preserves intra-state sourcing rules and requires the State to treat the resulting funds as pass-through revenue. Such a system would ensure that a municipality receives the tax revenue from online retailers for sales ordered and shipped from out of state.

***Collection of the 6.25% basic state sales tax on out-of-state sales would produce an estimated \$153 million per year in Illinois alone.***

Source: Daily Herald

# ***Legislative Position Statements***

**Legislative Position Statements** regard issues that affect municipalities. They can be proposals that reappear frequently and require legislative efforts by the Conference; or they may never arise during a legislative year. They generally require less time and effort than Legislative Priorities, though on occasion they may become more significant over the course of a legislative session.

## **STATE AND LOCAL FINANCE**

### **Make Owners Responsible for Protecting Foreclosed Property**

The burden to maintain foreclosed property should rest not on the municipality, but on the bank or other owner of record.

### **Amend Rules Regarding Publication of Legal Notices**

Legal notices should be published on the web instead of in a newspaper, as municipalities often no longer have a newspaper of general circulation. In addition, double publication of two-county Truth in Taxation Notices should be eliminated. Municipalities which straddle two counties are currently required to publish legal notices in both; this is a waste of limited public resources.

### **Permit Municipal Administration of Motor Fuel Tax Funds**

Streamline the process for expending motor fuel tax funds so municipalities can use these funds more efficiently.

### **Remove the Referendum Requirement for Real Estate Transfer Tax**

Allow municipalities to enact or increase a real estate transfer tax without a referendum.

## **LOCAL GOVERNMENT AUTHORITY**

### **Remove Barriers from Non-Home Rule Authority**

#### **Allow Crime Free Housing Regulations**

Municipalities with home rule authority are permitted to license landlords and require periodic inspection of dwellings. If crimes occur in a dwelling and the landlord fails to enforce the lease, then the municipality may take away the license. Legislation should allow non-home rule communities to use this program as well.

#### **Amend the Hotel-Motel Tax**

Allow non-home rule municipalities greater flexibility in how they can spend Hotel-Motel Tax revenues.

#### **Permit Access to Sales Tax Information**

Grant all municipalities access to the Illinois Department of Revenue sales tax information by individual retailer for enforcement and budgeting purposes.

#### **Amend the Open Meetings Act**

Amend the Open Meetings Act to exclude the use of email in the definition of "meeting," except when used as immediate electronic communication, and allow electronic meeting attendance in cases of non-emergencies and out-of-town vacations. Furthermore, clarify the Act to explicitly authorize municipal boards to vote on items raised under "New Business."

#### **Require Municipal Control of the Foreign Fire Insurance Tax**

Elected municipal officials, not fire department members, should receive, budget, and spend the revenues from the Foreign Fire Insurance Tax.

#### **Prohibit Municipal Employees from Serving on the Governing Board**

No municipal employee should be eligible to serve on the governing board for that municipality.

## **PERSONNEL AND COLLECTIVE BARGAINING**

### **Limit the Prevailing Wage Act**

Repeal or modify the Prevailing Wage Act to give municipalities more flexibility and assist limited local budgets in meeting residents' needs.

### **Regulate Charitable Solicitations on Behalf of Police or Fire Unions**

Develop effective efforts to prevent fraud and misrepresentation by solicitors.

### **Define "Confidential Employees" Under the Illinois Labor Relations Act**

Legislation is necessary to include within the definition of "confidential employees" those secretaries and similar support staff working directly for certain management personnel and to ensure that such employees are not considered "public employees" entitled to membership within a bargaining unit.

### **Amend Public Safety Pension Board Training Legislation**

Public Act 96-0429 should be amended to permit training using current technology, including online courses and webinars, and to allow certification of local community colleges to provide such training.

## **PUBLIC SAFETY, UTILITIES, AND ENVIRONMENT**

### **Promote Net Metering for Wind Farmers**

Legislation in 2008 provided that local governments are eligible to own and operate wind generation turbine farms, but to be effective the statute must mandate net aggregate metering.

### **Exempt Park Departments from AED Regulations**

Indoor and outdoor physical fitness facilities are required to have an automatic external defibrillator (AED) and an individual trained in the use of the AED on site. Public Act 95-0712 exempts park districts from these regulations. Municipal park departments should be afforded the same exemption.

## **PLANNING, LAND USE, AND TRANSPORTATION**

### **Protect Sign Regulation and Limit Billboard Removal Compensation**

Protect municipal authority to regulate signs. Legislation is necessary to allow municipalities to use amortization as a form of "just compensation" when zoning changes cause a billboard to be a nonconforming use.

### **Limit Land Disconnection**

Prohibit the disconnection of land from a municipality without approval from the city council or village board.

### **Permit Special Service Areas for Stormwater Facilities**

Reform Public Act 97-0533 to allow the use of special service areas so that municipalities can ensure maintenance of drainage facilities that are the responsibility of homeowner associations.

### **Allow Local Government Quick-Take Authority**

Municipalities should be allowed to use quick-take authority to acquire land for specific purposes without being required to obtain a permit.

### **Allow Municipalities to Determine the Form of Security Posted By Developers**

Municipalities, rather than developers, should be able to decide whether developers will need a bond or a letter-of-credit for public improvements.

# ***Conference Membership Home Rule Status and Population***

<b>Municipality</b>	<b>City or Village</b>	<b>Home Rule*</b>	<b>Population**</b>
Addison	Village	Yes	36,942
Aurora	City	Yes	197,899
Bartlett	Village	Yes	41,208
Bensenville	Village	No	18,352
Bloomington	Village	Yes	22,018
Bolingbrook	Village	Yes	73,366
Burr Ridge	Village	No	10,559
Carol Stream	Village	Yes	39,711
Clarendon Hills	Village	No	8,429
Downers Grove	Village	Yes	47,833
Elmhurst	City	Yes	44,121
Glen Ellyn	Village	Yes	27,450
Glendale Heights	Village	Yes	34,208
Hanover Park	Village	Yes	37,973
Hinsdale	Village	No	16,816
Itasca	Village	No	8,649
Lisle	Village	No	22,390
Lombard	Village	No	43,165
Naperville	City	Yes	141,853
Oak Brook	Village	No	7,883
Oakbrook Terrace	City	Yes	2,134
Roselle	Village	No	22,763
St. Charles	City	Yes	32,974
Villa Park	Village	No	21,904
Warrenville	City	Yes	13,140
Wayne	Village	No	2,431
West Chicago	City	Yes	27,086
Westmont	Village	Yes	24,685
Wheaton	City	Yes	52,894
Willowbrook	Village	No	8,540
Winfield	Village	No	9,080
Wood Dale	City	No	13,770
Woodridge	Village	Yes	32,949
Total			

\*Under the 1970 Illinois Constitution, any municipality of more than 25,000 is a home rule unit. Municipalities of 25,000 or less may elect by referendum to become home rule units. Similarly, home rule communities, regardless of population, may rescind home rule power by referendum. Home rule units enjoy broader powers to license, tax, incur debt, and generally regulate for the public health, safety, and welfare than do non-home rule units. The Constitution provides that the General Assembly may preempt home rule powers in many cases if it does so with the approval of an extraordinary majority (3/5 of the members) in each chamber. (Illinois Constitution, Article VII, Section 6)

\*\*Based on figures from the 2010 Federal Census.



***DuPage Mayors and Managers Conference***  
***Celebrating 50 years of intergovernmental cooperation.***  
***1962 - 2012***

COUNCIL ACTION SUMMARY

SUBJECT: Resolution in Support of and Adopting the DuPage Mayors and Managers Conference 2012 Legislative Action Program

ORIGINATOR: City Attorney

DESCRIPTION OF THE SUBJECT MATTER:

Pursuant to the recommendation of the City's Finance Committee and the City Council, the City Attorney prepared a resolution in support of and adopting the DuPage Mayors and Managers Conference 2012 Legislative Action Program ("LAP").

**A RESOLUTION TO APPROVE AND AUTHORIZE THE  
EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN THE STATE OF ILLINOIS  
AND THE CITY OF ELMHURST IN CONNECTION WITH  
THE NETWORK CONFIDENTIAL INFORMATION  
NON-DISCLOSURE AGREEMENT**

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WHEREAS, the State of Illinois (hereinafter the "State") and the City of Elmhurst (hereinafter the "City") wish to enter into a Network Confidential Information Non-Disclosure Agreement (hereinafter the "Agreement") in connection with the State's fiber project; and

WHEREAS, the State and the City have the authority pursuant to the 1970 Illinois Constitution (Art. VII Sec. 10) and the Illinois Compiled Statutes (5/ILCS 220/1-220/8) to enter into such intergovernmental agreements; and

WHEREAS, it is deemed necessary and desirable for the City of Elmhurst to enter into said Agreement with the State.

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

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

Section 2: That the Network Confidential Information Non-Disclosure Agreement, a copy of which is attached hereto as Exhibit "A" and made a part hereof, is hereby approved.

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

Section 4: That the City Clerk is hereby authorized and directed to forward copies of this Resolution to the State within thirty (30) days of its passage.

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

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2012.

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

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

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

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

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2012.

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

ATTESTED and filed in my office,  
this \_\_\_\_ day of \_\_\_\_\_, 2012.

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

**Exhibit "A"**

Agreement  
By and Between  
The State of Illinois  
And  
The City of Elmhurst, Illinois  
In Connection With  
The Network Confidential Information  
Non-Disclosure Agreement

**NETWORK CONFIDENTIAL INFORMATION  
NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT is made and entered into effective \_\_\_\_\_, 2012, by and between the State of Illinois (the "State") and the City of Elmhurst (the "City").

WHEREAS, both parties, for the mutual benefit, desire to have the State disclose to the City certain specifications, designs, plans, drawings or other business and/or technical information which is proprietary, restricted or secret, and confidential to the State ("Confidential Information").

NOW, THEREFORE, the State and the City agree as follows:

1. The City shall use such Confidential Information only for the purpose of discussing street-level route information for the State's fiber optic network data points and paths with the State's support team in discussions regarding the State's fiber project. The City shall restrict disclosure of such Confidential Information to its employees with a need to know, advise such employees of the obligations assumed herein, and shall not disclose such Confidential Information to any third party without prior written approval of the State.

These restrictions on the use or disclosure of Confidential Information shall not apply to any Confidential Information:

- (i) Which is independently developed by the City or is lawfully received free of restriction from another source having the right to so furnish such Confidential Information;
- (ii) After it has become generally available to the public without breach of this Agreement by the City;
- (iii) Which, at the time of disclosure to the City, was known to the City to be free of restriction; or
- (iv) Which, the State agrees in writing is free of such restrictions.

2. No license under any trademark, patent, copyright, mask work protection right, or any other intellectual property right is either granted or implied by conveying Confidential Information to the City. None of the Confidential Information which may be disclosed by the State shall constitute any representation, warranty, assurance, guarantee or inducement by the State of any kind, and, in particular, with respect to the non-infringement of trademarks,

patents, copyrights, mask work protection rights, or any other intellectual property rights, or other rights of third persons or of the State.

3. All Confidential Information furnished hereunder shall be returned at the conclusion of each meeting between the City and the State.

4. This Agreement shall be governed by the laws of the State of Illinois.

5. The obligations of this Agreement with respect to the disclosure and use of Confidential Information shall survive for a period of three (3) years from the date of last disclosure.

6. The parties recognize and agree that the obligations under paragraphs 1 and 6 of this Agreement shall survive the termination of this Agreement, and the parties shall be bound by such obligations after termination hereof.

7. This Agreement constitutes the entire understanding between the parties hereto as the Confidential Information and merges all prior discussions between them relating thereto.

8. No amendment of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized representatives.

IN WITNESS WEHREOF, the parties have executed this Agreement as of the date first set forth above.

STATE OF ILLINOIS  
Department of Central Management Services  
BCCS, Network Services

CITY OF ELMHURST, ILLINOIS

By: \_\_\_\_\_  
(Typed or printed name): \_\_\_\_\_  
Title: \_\_\_\_\_

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

ATTEST:

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

## **COUNCIL ACTION SUMMARY**

**SUBJECT:** Resolution approving the execution of an Intergovernmental Agreement by and Between the State of Illinois (the "State") and the City of Elmhurst in connection with the Network Confidential Information Non-Disclosure Agreement (the "Agreement")

**ORIGINATOR:** City Attorney

**DESCRIPTION OF SUBJECT MATTER:** The City's Finance, Council Affairs and Administrative Services Committee requested the City Attorney to prepare the necessary documentation to effectuate the Agreement between the State and the City in connection with the State's fiber project.