



**REVISED 03/19/2012 \***

**AGENDA  
REGULAR MEETING  
MONDAY, MARCH 19, 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 6:15 p.m. – Collective Bargaining & Acquisition of Real Property (Conf. Room #2)**
- 2. Call to Order /Pledge of Allegiance/Roll Call**
- 3. Public Hearing – Tentative Annual 2012/2013 Budget for the City of Elmhurst, Illinois**
- 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, March 5, 2012 (City Clerk Spencer): Approve as published
  - b. Minutes of the Executive Session Held on Monday, March 5, 2012 (City Clerk Spencer): Receive and place on file
  - c. Accounts Payable – March 19, 2012, Total \$ 6,164,514.28
  - d. Bid Results, Flat Roof Replacement (City Clerk Spencer): Refer to the Public Works & Buildings Committee
  - e. 2012 Annie Ryan Fun Run (City Manager Grabowski): Refer to the Public Affairs & Safety Committee
  - f. Report – Salt Purchase Amount for the 2012-13 Winter Season (PW&B)
  - g. Report – Wastewater Treatment Plant Sludge Storage Pad Roof – Planning and Design (PW&B)
  - h. Report – Allied Waste Annual Contract Rate Adjustment (PW&B)
  - i. Report – Waste Water Treatment Plant Paving Project (PW&B)
  - j. Report – Liquor License Request: York Market d/b/a Edelweiss Market (PA&S)
  - k. Report – Fund Balance Reporting and Definitions Policy (F,CA&AS)
  - l. O-12-2012 – An Ordinance Authorizing the Sale By Auction of Personal Property Owned By the City of Elmhurst
  - m. O-13-2012 – An Ordinance Approving and Authorizing the Execution of a Non-Exclusive License Agreement By and Between Elmhurst Park District and the City of Elmhurst, DuPage and Cook Counties, Illinois
  - n. O-14-2012 – An Ordinance Approving and Authorizing the Execution of a Non-Exclusive License Agreement By and Between Elmhurst Running Club, Inc. and the City of Elmhurst, DuPage and Cook Counties, Illinois
  - o. O-15-2012 – An Ordinance Approving and Authorizing the Execution of an Agreement By and Between the City of Elmhurst and Clarke Environmental Mosquito Management, Inc. for Mosquito Abatement Services for the City of Elmhurst, Illinois
  - p. ZO-01-2012 – An Ordinance Approving a Text Amendment to the City of 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
  - q. ZO-02-2012 – An Ordinance Approving a Text Amendment to the City of Elmhurst Zoning Ordinance for the Purpose of Requiring Bicycle Parking in the C2 and C3 Zoning Districts

- r. R-10-2012 – A Resolution Authorizing the Issuance of a Notice of Award for the 2012 Fire Hydrant and Watermain Valve Repair Project in the City of Elmhurst, Illinois
- s. R-11-2012 – A Resolution to Approve and Authorize the Execution of an Agreement for the Professional Consulting Services By and Between the City of Elmhurst and REM Management Services, Inc.

## **8. Committee Reports**

- a. Report – Kane, McKenna and Associates, Inc. Phase II TIF Services (DP&Z)
- b. Report – New Public Sidewalks Policy – Amended (PW&B)
  1. Majority Report
  2. Minority Report

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

- a. Updates (Mayor DiCianni)

## **10. Other Business**

- a. **Private Use of Sidewalks (City Manager Grabowski): Refer to the Public Affairs & Safety Committee**

## **11. 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.**

***\* Revision Includes the Addition of Item 10a. Private Use of Sidewalks.***

### **PLEASE NOTE:**

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

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF THE ELMHURST, ILLINOIS  
HELD ON MONDAY, MARCH 5, 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 MONDAY, MARCH 5, 2012  
209 NORTH YORK STREET  
ELMHURST, ILLINOIS**

**EXECUTIVE SESSION 7:00 P.M. – ACQUISITION/DISPOSITION OF REAL PROPERTY 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 Acquisition/Disposition of Real Property and Pending/Threatened Litigation.

Present: Paula Pezza, Diane Gutenkauf, Norman Leader, Bob Dunn, Michael J. Bram, Dannee Polomsky, Kevin L. York, Chris Healy, Steve Morley, Patrick Wagner, Mark A. Mulliner

Absent: Stephen Hipskind, Scott Levin (Levin arrived 7:01 p.m.), Jim Kennedy (Kennedy arrived 7:01 p.m.)

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

Alderman Morley moved to convene into executive session for the purpose of discussing Acquisition/Disposition of Real Property and Pending/Threatened Litigation. Alderman Wagner seconded.

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

Nays: None

13 ayes, 0 nays, 1 absent  
Motion duly carried

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

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

Attendance: 35

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, Norman Leader, Bob Dunn, Michael J. Bram, Dannee Polomsky, Kevin L. York, Chris Healy, Scott Levin, Jim Kennedy, Steve Morley, Patrick Wagner, Mark A. Mulliner

Absent: Stephen Hipskind

Also in Attendance: 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, Museum Director Bergheger, Deputy Fire Chief Bacidore, Interim Deputy Police Chief Kveton, Patrol Sergeant Weatherford, Library Director Campe

**PRESENTATION OF FLAG FLOWN IN AFGHANISTAN ON SEPTEMBER 11, 2011 IN HONOR OF ELMHURST POLICE & FIRE DEPARTMENTS**

3. Mayor DiCianni asked Michael Mesko, Deputy Fire Chief Bacidore, Interim Deputy Police Chief Kveton and Patrol Sergeant Weatherford to the podium. He asked Mr. Mesko to address the Council.

Mr. Mesko stated he was in Afghanistan with the Army Corps of Engineers for a six (6) month civilian tour. While there he realized how fortunate we are to be American so on September 11, 2011, the 10<sup>th</sup> Anniversary of the terrorist attack, an American flag was flown in honor of the City of Elmhurst Police and Fire Departments. Mr. Mesko presented the flag to Patrol Sergeant Weatherford.

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

4. Mr. Gilbert Fischer, 586 N. Van Auken St., Elmhurst, IL 60126 submitted a sheet comparing his vehicle sticker applications from 2011/12 and 2012/13 pointing out the change in fees from \$9.00 to \$36.00 asking why the increase, "how much money do you need."

A resident submitted a PowerPoint presentation titled *Safe Routes to School and Within Our Community* discussing the creation of safe routes to school and access to the community, parks, and recreation centers in the 2<sup>nd</sup> Ward and neighborhood concerns regarding the sidewalk process.

**PUBLIC FORUM**

5. Gilbert Fisher  
586 N. Van Auken St.  
Elmhurst, IL 60126

Spoke about corrupt government.

Don Whistler  
490 Washington  
Elmhurst, IL 60126

Thanked the Development, Planning & Zoning Committee, Zoning & Planning Commission, and Than Werner for their work to create a bicycle parking ordinance. He urged the Council to support Case Number 12P-01.

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

Commented on the senior fee increase on the 2012/2013 vehicle stickers. He also commented on the consent agenda process.

Lee Freitag  
543 Comstock Ave.  
Elmhurst, IL 60126

Read a press release by Governor Quinn announcing funding for "Safe Routes to School." He asked is the City taking advantage of government funding and stated the City is misaligned with the government to ensure street safety.

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

Commented on the insufficient information that was in the waterbills regarding electric aggregation. She commented the City saying it's a money saving program for residents. She stated the City can save residents money by looking at consultant fees and reviewing the need for a permanent, full-time Assistant City Manager.

Matt Winton  
557 W. Comstock  
Elmhurst, IL 60126

Spoke in favor of sidewalks.

Matt Lanove  
582 W. Crockett  
Elmhurst, IL 60126

Spoke in favor of sidewalks.

Liz Widmaier  
908 Saylor Ave.  
Elmhurst, IL 60126

Spoke on DuPage County stormwater funding.

Carol Wendell  
547 W. Comstock  
Elmhurst, IL 60126

Spoke in favor of sidewalks.

Apoor Gami  
638 W. Crockett  
Elmhurst, IL 60126

Spoke in favor of sidewalks.

Kathleen Sullivan  
133 Pine St.  
Elmhurst, IL 60126

Announced the Elmhurst Panhellenic Foundation is celebrating NPC International Badge Day and hosting a fundraiser, Ga Ga for Fashion, at the Diplomat West on Friday, March 9, 2012. For information visit [www.eventbrite.com](http://www.eventbrite.com).

### **ANNOUNCEMENTS**

6. Alderman Polomsky announced the League of Women Voter's, Cool Cities Coalition and the AAUW will sponsor a panel discussion on Electric Aggregation at the Elmhurst Public Library at 7:00 p.m. on Tuesday, March 6, 2012.

Alderman Polomsky announced she and Alderman Bram will host a 3<sup>rd</sup> Ward meeting at the Elmhurst Police Station due to the recent increase in break-ins. Interim Deputy Police Chief Kveton will speak at 7:00 p.m. on Wednesday, March 7, 2012.

Alderman Wagner announced the Elmhurst St. Patrick's Day Parade will take place on Spring Road this Saturday, March 10, 2012. The parade starts at noon.

Alderman Pezza announced she and Alderman Gutenkauf will host a Ward 1 Town Hall Meeting at the Elmhurst Public Library on March 27, 2012 at 7:00 p.m. Everyone is welcome.

Clerk Spencer announced Early Voting is now taking place at City Hall for all registered voters in DuPage County, Monday thru Friday between the hours of 9:00 a.m. and 4:30 p.m. Early Voting ends on Thursday, March 15, 2012.

### **CONSENT AGENDA**

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

- a. MINUTES OF THE REGULAR MEETING HELD ON MONDAY, FEBRUARY 21, 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

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,  
/s/ Patty Spencer  
City Clerk

- f. LIQUOR LICENSE REQUEST – EDELWEISS MARKET (City Manager Grabowski): Refer to the Public Affairs & Safety Committee

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,  
/s/ James A. Grabowski  
City Manager

- g. NORTHEAST ELMHURST SUBDIVISION STREET RECONSTRUCTION PLAN – ALDERMAN BRAM (City Manager Grabowski): Refer to the Public Works & Buildings Committee

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,  
/s/ James A. Grabowski  
City Manager

- 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

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,  
/s/ James A. Grabowski  
City Manager

- i. ON STREET PARKING RESTRICTIONS – ALDERMEN YORK & POLOMSKY (City Manager Grabowski): Refer to the Public Affairs & Safety Committee

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,  
/s/ James A. Grabowski

City Manager

- j. REPORT – 2012 FIRE HYDRANT AND WATERMAIN VALVE REPAIR PROJECT The following report of the Public Works & Buildings Committee was presented for passage:

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 Building Committee  
/s/ Jim Kennedy  
Chairman  
/s/ Bob Dunn  
Vice-Chairman  
/s/ Chris Healy  
/s/ Diane Gutenkauf

- k. REPORT – BIDS FOR THE UNIFORM SERVICES CONTRACT FOR THE PUBLIC WORKS DEPARTMENT  
The following report of the Public Works & Buildings Committee was presented for passage:

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:

<b><u>Bidder</u></b>	<b><u>Cost Per Week</u></b>	<b><u>Cost Per Year</u></b>
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.

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 Building Committee  
/s/ Jim Kennedy  
Chairman  
/s/ Bob Dunn  
Vice-Chairman  
/s/ Chris Healy  
/s/ Diane Gutenkauf

- I. REPORT – ONE (1) 4 TON TRAILER MOUNTED ASPHALT HOT BOX PATCHER The following report of the Public Works & Buildings Committee was presented for passage:

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.

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 Building Committee  
/s/ Jim Kennedy  
Chairman  
/s/ Bob Dunn  
Vice-Chairman  
/s/ Chris Healy  
/s/ Diane Gutenkauf

- m. REPORT – 2012-2014 ENVIRONMENTAL MOSQUITO MANAGEMENT PROGRAM The following report of the Public Works & Buildings Committee was presented for passage:

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 adulticidings (spraying through truck mounted Ultra Low Volume (ULV) foggers) in mosquito harborage areas and adulticiding 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 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 Building Committee  
/s/ Jim Kennedy  
Chairman  
/s/ Bob Dunn  
Vice-Chairman  
/s/ Chris Healy  
/s/ Diane Gutenkauf

- n. REPORT – COMMUNITY BANK OF ELMHURST 4 ON THE 4<sup>TH</sup> – 2012 RUN The following report of the Public Affairs & Safety Committee was presented for passage:

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  
/us/ Patrick Wagner  
Chairman  
/s/ Paula Pezza  
Vice-Chairman  
/s/ Michael J. Bram

- o. REPORT – ELMHURST PARK DISTRICT – 2012 BIKE RODEO The following report of the Public Affairs & Safety Committee was presented for passage:

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  
/us/ Patrick Wagner  
Chairman  
/s/ Paula Pezza  
Vice-Chairman  
/s/ Michael J. Bram

- p. REPORT – POLICE CHIEF EXECUTIVE SEARCH FIRMS The following report of the Public Affairs & Safety Committee was presented for passage:

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.

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  
/s/ Patrick Wagner  
Chairman  
/s/ Paula Pezza  
Vice-Chairman  
/s/ Michael J. Bram

- q. REPORT – CASE NUMBER 11P-06/CITY OF ELMHURST ZONING ORDINANCE TEXT AMENDMENT The following report of the Development, Planning & Zoning Committee was presented for passage:

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

/s/ Steven Morley

Chairman

/s/ Dannee Polomsky

Vice-Chairman

/s/ Norman Leader

- r. REPORT – CASE NUMBER 12P-01/CITY OF ELMHURST ZONING ORDINANCE TEXT AMENDMENT The following report of the Development, Planning & Zoning Committee was presented for passage:

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.

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

/s/ Steven Morley

Chairman

/s/ Dannee Polomsky

Vice-Chairman

/s/ Norman Leader

- s. O-08-2012 – AN ORDINANCE AUTHORIZING THE SALE BY AUCTION OF PERSONAL PROPERTY OWNED BY THE CITY OF ELMHURST

Ordinance O-08-2012 was presented for passage.

- 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

Ordinance O-09-2012 was presented for passage.

- 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

Ordinance O-10-2012 was presented for passage.

- v. O-11-2012 – AN ORDINANCE APPROVING AN ASSIGNMENT AND ASSUMPTION OF REAL PROPERTY COMMONLY KNOWN AS 260 NORTH YORK STREET, ELMHURST ILLINOIS (“PAULI”)

Ordinance O-11-2012 was presented for passage.

- 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

Ordinance MCO-07-2012 was presented for passage.

- x. R-08-2012 – A RESOLUTION IN SUPPORT OF AND ADOPTING THE DUPAGE MAYORS AND MANAGERS CONFERENCE 2012 LEGISLATIVE ACTION PROGRAM

Resolution R-08-2012 was presented for passage.

- 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

Resolution R-09-2012 was presented for passage.

Alderman York pulled item **7i. On Street Parking Restrictions – Aldermen York & Polomsky** from the Consent Agenda. Alderman Polomsky pulled item **7m. Report – 2012-2014 Environmental Mosquito Management Program** from the Consent agenda.

Alderman York moved to approve the contents of the Consent Agenda less items **7i. On Street Parking Restrictions – Aldermen York & Polomsky** and **7m. Report – 2012-2014 Environmental Mosquito Management Program**. Alderman Dunn seconded. Roll call vote:

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

Nays: None

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

Alderman York moved to open discussion on item **7i. On Street Parking Restrictions – Aldermen York & Polomsky**. Alderman Polomsky seconded.

Alderman York stated another issue worthy of consideration at this time is a review of traffic control devices in the neighborhood surrounding the Elmhurst Memorial Hospital Berteau Campus. Alderman York moved to amend the referral to include the review of traffic control devices in the neighborhood. Alderman Polomsky seconded. Voice vote, motion carried.

Item **7i. On Street Parking Restrictions – Aldermen York & Polomsky** was referred without objection to the Public Affairs & Safety Committee.

Alderman Kennedy moved to approve item **7m. Report – 2012-2014 Environmental Mosquito Management Program**. Alderman Dunn seconded.

Alderman Polomsky stated she pulled item **7m. Report – 2012-2014 Environmental Mosquito Management Program** to thank the Public Works & Buildings Committee for its vendor selection, staying true to the City's sustainability policy. She stated if residents are interested in finding out when spraying will take place they can contact (800)942-2555.

Voice vote on item **7m. Report – 2012-2014 Environmental Mosquito Management Program**. Unanimous, motion carried.

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

##### 8. a. UPDATES (Mayor DiCianni)

Mayor DiCianni announced on Friday, March 9, 2012 at the former Elmhurst Ford the City and Mariano's Grocery chain will announce a public/private partnership. He stated it will be the start of the north side of Elmhurst improvements, before the north TIF is completed.

Alderman Bram expressed his excitement for the Mariano's business coming to the north side of Elmhurst.

Alderman Bram stated in regards to installation of new sidewalks, the streets that submitted applications before 2009 will be grandfathered in and the new policy will not apply to them.

Alderman Bram referred to his "Point of Order" from two (2) weeks ago regarding voting on a question. He read from the Municipal Code (2.07) and made clear choosing to abstain or vote "present" on a motion may only be done when there is a conflict of interest or disability.

Alderman York suggested the Council review and recommend ways for the seeing and hearing impaired that are home bound to have a way to be aware of alerts and warnings of severe weather.

Alderman Kennedy stated the Public Works & Buildings Committee will be reviewing the sidewalk policy and the grandfathering in of three (3) streets that are currently in the new sidewalk process.

Alderman Polomsky acknowledged the Bike Task Force and District 205 who received a grant for non-structural improvements under the Safe Routes for Walking to School program. She thanked them for their hard work to obtain the grant.

**OTHER BUSINESS**

9. None.

**ADJOURNMENT**

10. Alderman Wagner moved to adjourn the meeting. Alderman York seconded. Voice vote. Motion carried. Meeting adjourned 8:25 p.m.

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Peter P. DiCianni III, Mayor

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Patty Spencer, City Clerk

CITY OF ELMHURST  
 ACCOUNTS PAYABLE SUMMARY SHEET  
 MARCH 19, 2012

	<u>REGULAR</u>	<u>INTERIM</u>	<u>TOTAL</u>
GENERAL FUND	1,465,817.84	14,235.31	\$1,480,053.15
REDEVELOPMENT	4,350.00	-	4,350.00
INDUSTRIAL DEVELOPMENT	300.00	-	300.00
MUNICIPAL UTILITY FUND	424,720.87	4,214.00	428,934.87
PARKING REVENUE SYSTEM FUND	7,413.75	-	7,413.75
	<u>1,902,602.46</u>	<u>18,449.31</u>	<u>1,921,051.77</u>

WIRE TRANSFERS - Debt Service Payments

GENERAL FUND	318,263.08	-	318,263.08
CAPITAL IMPROVEMENT	1,716,919.43	-	1,716,919.43
REDEVELOPMENT FUND	282,204.35	-	282,204.35
LIBRARY OPERATING FUND	1,310,978.88	-	1,310,978.88
RTE 83 COMMERCIAL	49,736.92	-	49,736.92
MUNICIPAL UTILITY FUND	282,801.50	-	282,801.50
PARKING REVENUE SYSTEM FUND	282,558.35	-	282,558.35
	<u>4,243,462.51</u>	<u>-</u>	<u>4,243,462.51</u>

GRAND TOTAL \$6,146,064.97 \$18,449.31 \$6,164,514.28

FINANCE REVIEW

Mary E. Gaston

CITY MANAGER REVIEW

[Signature]

TO THE CITY TREASURER,

THE PAYMENT OF THE ABOVE LISTED AMOUNTS HAS BEEN APPROVED BY THE  
 CITY COUNCIL AT A MEETING HELD ON MARCH 19, 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.

BANK: 01

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000008 5410	00 008263	AC DYNA-TITE CORP	01	03/19/2012	110-6041-432.40-52	FLATWASHER/NUTS/CAP SCREW	147.18	
VENDOR TOTAL *							147.18	
0000009 281330 281340 281525 281390 281392 281524 281349 281438 281441	00 008566 008567 008322 008141 008479 008480 008565 008568 008569	ACE HARDWARE	01	03/19/2012	110-5030-421.50-01 110-5030-421.50-01 110-6041-432.40-98 110-7060-451.40-98 110-7060-451.40-98 110-7060-451.40-98 530-0088-503.50-14 530-0088-503.50-14 530-0088-503.50-14	DRAIN REPAIR NUTS/BOLTS/SCREWS STAPLES CORD/AIR FRESHNER BATTERY NUTS/BOLTS/SCREWS EXHAUST FAN REPAIR HOSE ADAPTER PLUMBING REPAIR	20.29 2.65 12.12 20.67 13.99 18.35 11.05 10.78 .90	
VENDOR TOTAL *							110.80	
0002416 10514	00 008626	ADDISON AUTO INTERIORS	01	03/19/2012	110-6047-512.50-02	TRK/PARTS PD-6	135.00	
VENDOR TOTAL *							135.00	
0007385 JHJL1701 JJRC9101 JJRC9101	00 008159 008160 008161	ADI	01	03/19/2012	110-2008-413.40-31 110-2008-413.40-31 110-4020-422.60-98	PAGING AMP RETURNED MERCHANDISE RETURNED MERCHANDISE	842.99 127.50- 127.49-	
VENDOR TOTAL *							588.00	
0014376 875200 875199 875198 875197 875196 875334 874986 875333	00 008549 008550 008551 008544 008545 008547 008546 008548	AEREX PEST CONTROL	01	03/19/2012	110-4020-422.50-01 110-4020-422.50-01 110-5030-421.30-98 110-6046-418.50-01 110-6046-418.50-01 110-6046-418.50-01 110-6046-418.50-01 110-7060-451.50-01 110-7060-451.50-01	PEST CONTROL PEST CONTROL PEST CONTROL PEST CONTROL PEST CONTROL PEST CONTROL PEST CONTROL PEST CONTROL	45.00 33.00 43.00 54.00 43.00 86.00 28.00 23.00	
VENDOR TOTAL *							355.00	
0007472 105412203 105282786	00 008251 008252	AIRGAS NORTH CENTRAL	01	03/19/2012	110-6047-512.40-98 110-6047-512.40-98	SUPPLIES SUPPLIES	340.56 342.36	
VENDOR TOTAL *							682.92	
0019010 524913 525196 525892 525497 525397 525348	00 007923 007924 008620 008621 008622 008623	AL PIEMONTE FORD SALES, INC	01	03/19/2012	110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16	AUTO/PARTS E-9 TRK/PARTS PW39 TRK/PARTS PD-3 TRK/PARTS PW96 TRK/PARTS PW72 TRK/PARTS PW119	117.01 196.69 66.40 135.12 20.65 40.82	

PREPARED 03/12/2012, 13:21:22  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS  
 CITY

EXPENDITURE APPROVAL LIST  
 AS OF: 03/19/2012 CHECK DATE: 03/22/2012  
 BANK: 01

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
0019010 525435	00	AL PIEMONTE FORD SALES, INC 008624		01 03/19/2012	110-6047-512.50-16	TRK/PARTS PD-17	17.50	
						VENDOR TOTAL *	594.19	
0000016 82722	00	ALEXANDER EQPT CO INC 008502		01 03/19/2012	110-6043-434.50-08	CHAINSAW BARS	31.95	
						VENDOR TOTAL *	31.95	
0004999 FEB 2012	00	ALLIANCE PLBG & SEWER 008180		01 03/19/2012	110-4025-424.30-12	PLUMBING INSPECTIONS	3,651.90	
						VENDOR TOTAL *	3,651.90	
0016250 0000020112	00	ALLIED GARAGE DOOR INC 008495		01 03/19/2012	110-5030-421.50-01	DOOR REPAIR	462.00	
						VENDOR TOTAL *	462.00	
0000078 0551-009191755	00	ALLIED WASTE/REPUBLIC #551 007833		01 03/19/2012	110-6041-432.30-81	REFUSE	638.35	
551-009207400		008130		01 03/19/2012	110-6045-441.30-65	REFUSE COLLECTION	206,104.46	
						VENDOR TOTAL *	206,742.81	
0005297 03/06/2012	00	AMERICAN CHARGE SERVICE 008309		01 03/19/2012	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	546.20	
						VENDOR TOTAL *	546.20	
0020240 01637959 01651847	00	AMERICAN WELDING & GAS INC 008166		01 03/19/2012	110-6047-512.40-98	LIQUID PETROLEUM GAS	102.90	
		008211		01 03/19/2012	110-6047-512.40-98	SUPPLIES	39.18	
						VENDOR TOTAL *	142.08	
0006708 04175184	00	AMLINGS FLOWERLAND 008248		01 03/19/2012	110-2007-413.60-23	FLOWER ARRANGEMENT	65.94	
						VENDOR TOTAL *	65.94	
0016852 2012-13	00	ARBOR DAY FOUNDATION 007847		01 03/19/2012	110-6040-431.60-37	MEMBERSHIP	25.00	
						VENDOR TOTAL *	25.00	
0020333 502144 502490 502893	00	ARLINGTON POWER EQPT 008500		01 03/19/2012	110-6043-434.40-98	SAFETY EQUIP	917.99	
		008640		01 03/19/2012	110-6043-434.40-98	SAFETY EQUIP	808.99	
		008641		01 03/19/2012	110-6043-434.40-98	SAFETY EQUIP	109.00	
						VENDOR TOTAL *	1,835.98	
0012722 1601	00	ARMOR SYSTEMS CORP 008308		01 03/19/2012	530-0088-503.30-09	PARKING COLLECTIONS	1,789.13	
						VENDOR TOTAL *	1,789.13	
0012277	00	AT&T						

PREPARED 03/12/2012, 13:21:22  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS  
 CITY

EXPENDITURE APPROVAL LIST  
 AS OF: 03/19/2012 CHECK DATE: 03/22/2012  
 BANK: 01

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0012277	00	AT&T						
63094131383002	008462		01	03/19/2012	110-1001-411.30-75	MONTHLY PHONE	12.51	
63094177985546	008458		01	03/19/2012	110-4020-422.30-75	MONTHLY PHONE	95.95	
63094112299292	008460		01	03/19/2012	110-5030-421.30-75	MONTHLY PHONE	28.05	
63083402982045	008459		01	03/19/2012	110-6040-431.30-75	MONTHLY PHONE	76.66	
63094131383002	008461		01	03/19/2012	510-6055-502.30-75	MONTHLY PHONE	12.50	
VENDOR TOTAL *							225.67	
0000045	00	ATLAS BOBCAT INC						
Q28729	008636		01	03/19/2012	110-6047-512.50-16	NEW BUCKET	1,043.00	
VENDOR TOTAL *							1,043.00	
0018177	00	BARTELS CONSULTING, KEN						
03/08/2012	008527		01	03/19/2012	110-1001-411.30-12	PROFESSIONAL SVCS	360.00	
03/08/2012	008528		01	03/19/2012	110-3015-414.30-12	PROFESSIONAL SVCS	1,530.00	
03/08/2012	008529		01	03/19/2012	110-3015-414.30-52	PROFESSIONAL SVCS	630.00	
03/08/2012	008526		01	03/19/2012	110-7060-451.30-12	PROFESSIONAL SVCS	1,080.00	
VENDOR TOTAL *							3,600.00	
0014328	00	BATTERIES UNLIMITED INC						
24482	008563		01	03/19/2012	110-7060-451.50-01	BATTERY	35.52	
VENDOR TOTAL *							35.52	
0004998	00	BEDNORZ GORDON D						
000046153	UT		01	03/19/2012	510-0000-113.02-00	UB CR REFUND	46.50	
VENDOR TOTAL *							46.50	
0013075	00	BERKELEY TRUCKING INC						
35933	008326		01	03/19/2012	510-6052-501.30-81	HAULING SVCS	700.00	
VENDOR TOTAL *							700.00	
0000061	00	BERKHEIMER CO INC, G W						
737773	008524		01	03/19/2012	110-6046-418.50-01	EXHAUST FAN REPAIR	49.20	
VENDOR TOTAL *							49.20	
0000063	00	BERLAND'S HOUSE OF TOOLS						
864800	008564		01	03/19/2012	110-7060-451.60-39	ROUTOR BITS	196.96	
VENDOR TOTAL *							196.96	
0017368	00	BIOVIR LABORATORIES, INC						
120157	008269		01	03/19/2012	510-6057-502.30-33	LAB TESTING	616.88	
VENDOR TOTAL *							616.88	
0016295	00	BONNELL INDUSTRIES INC						
0139716-IN	007922		01	03/19/2012	110-6042-433.50-16	CUTTING EDGES	240.00	
VENDOR TOTAL *							240.00	
0016697	00	BORDIGNON, ANTHONY						
02/17-02/29/12	007899		01	03/19/2012	110-0086-453.30-52	CATV PROF SVCS	162.50	

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0016697	00	BORDIGNON, ANTHONY						
						VENDOR TOTAL *	162.50	
0009820 158323	00 007921	BOURBONNAIS SUPPLY INC	01	03/19/2012	110-6042-433.50-16	CUTTING EDGES	880.00	
						VENDOR TOTAL *	880.00	
0007199 208241	00 008619	BRETT EQPT CORP	01	03/19/2012	110-6047-512.50-16	TRK/PARTS PD-15/STOCK	189.08	
						VENDOR TOTAL *	189.08	
0001899 00289784	00 008300	BRISTOL HOSE & FITTING MAIN WAREHSE	01	03/19/2012	510-6057-502.50-08	HOSE REPAIR	17.66	
						VENDOR TOTAL *	17.66	
0007057 02/17-02/29/12	00 007902	BROADCAST PRODUCTION SERVICES INC	01	03/19/2012	110-0086-453.30-52	CATV PROF SVCS	312.00	
						VENDOR TOTAL *	312.00	
0012502 07355853.00	00 008496	BROWNELLS, INC	01	03/19/2012	110-5030-421.40-98	GUN PARTS	247.07	
						VENDOR TOTAL *	247.07	
0000084 02/17-02/29/12 2/17/2012	00 007907 007908	BURGIN, DENNIS	01 01	03/19/2012 03/19/2012	110-0086-453.30-52 110-0086-453.30-52	CATV PROF SVCS PROFESSIONAL SVCS	659.75 84.00	
						VENDOR TOTAL *	743.75	
0009267 830877 830615 830448 830451 830450	00 007926 007927 007928 007929 007930	C J C AUTO PARTS & TIRES	01 01 01 01 01	03/19/2012 03/19/2012 03/19/2012 03/19/2012 03/19/2012	110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16	AUTO/PARTS E-9 AUTO/PARTS E-20 AUTO/PARTS E-20 TRK/PARTS PW110 RETURNED MERCHANDISE	3.50 20.24 101.18 8.00 58.70-	
						VENDOR TOTAL *	74.22	
0015516 002712	00 008323	CARDINAL FENCE & SUPPLY INC	01	03/19/2012	110-6041-432.40-20	GUARD RAIL	778.00	
						VENDOR TOTAL *	778.00	
0019439 JAN-DEC 2011 JAN-DEC 2011 JAN-DEC 2011	00 007996 007997 007998	CARINI, MARIO	01 01 01	03/19/2012 03/19/2012 03/19/2012	110-0000-313.03-03 110-0000-313.01-01 110-0000-313.02-02	UTILITY TAX REBATE UTILITY TAX REBATE UTILITY TAX REBATE	8.27 14.94 4.43	
						VENDOR TOTAL *	27.64	
0008716 038383 038383	00 007974 007975	CASE LOTS INC	01 01	03/19/2012 03/19/2012	110-6041-432.40-98 110-6043-434.40-98	SUPPLIES SUPPLIES	45.80 45.80	

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0008716	00	CASE LOTS INC						
038383		007976	01	03/19/2012	110-6044-435.40-98	SUPPLIES	45.80	
038383		007978	01	03/19/2012	110-6047-512.40-24	SUPPLIES	137.40	
038383		007977	01	03/19/2012	510-6052-501.40-98	SUPPLIES	45.80	
038383		007979	01	03/19/2012	510-6057-502.40-24	SUPPLIES	137.40	
VENDOR TOTAL *							458.00	
0018865	00	CASTLE CHEVROLET						
132691		007920	01	03/19/2012	110-6047-512.50-16	TRK/PARTS PD-48	6.58	
VENDOR TOTAL *							6.58	
0007069	00	CDW GOVERNMENT INC						
D023021		008152	01	03/19/2012	110-2008-413.40-73	INK CARTRIDGES	156.55	
F447983		008153	01	03/19/2012	110-2008-413.40-16	DEEP FREEZE	578.10	
G218730		008154	01	03/19/2012	110-2008-413.80-98	SONICWALL	4,462.00	
VENDOR TOTAL *							5,196.65	
0019635	00	CEBALLOS, ELENA						
JAN-DEC 2011		007999	01	03/19/2012	110-0000-313.01-01	UTILITY TAX REBATE	2.76	
VENDOR TOTAL *							2.76	
0012836	00	CERTIFIED FLEET SERVICES, INC						
S14110		008615	01	03/19/2012	110-6047-512.50-16	TRK/PARTS ENG #4	97.59	
VENDOR TOTAL *							97.59	
0020321	00	CHARLES M SCHULZ MUSEUM/RESEARCH						
02/13/2012		008256	01	03/19/2012	110-7060-451.60-39	EXHIBIT RENTAL FEE	1,250.00	
VENDOR TOTAL *							1,250.00	
0016258	00	CHICAGO METRO FIRE PREVENTION						
IN00029301		008531	01	03/19/2012	110-4020-422.50-01	ANNUAL FIRE EXTINGUISHERS	12.60	
IN00029690		008534	01	03/19/2012	110-4020-422.50-01	ANNUAL FIRE EXTINGUISHERS	47.55	
IN00029691		008535	01	03/19/2012	110-4020-422.50-01	ANNUAL FIRE EXTINGUISHERS	107.65	
IN00029697		008541	01	03/19/2012	110-5030-421.50-01	ANNUAL FIRE EXTINGUISHERS	114.50	
IN00029694		008538	01	03/19/2012	110-6046-418.50-01	ANNUAL FIRE EXTINGUISHERS	37.75	
IN00029698		008542	01	03/19/2012	110-6046-418.50-01	ANNUAL FIRE EXTINGUISHERS	839.30	
IN00029730		008543	01	03/19/2012	110-6046-418.50-01	ANNUAL FIRE EXTINGUISHERS	231.00	
IN00029687		008532	01	03/19/2012	110-7060-451.50-01	ANNUAL FIRE EXTINGUISHERS	15.20	
IN00029692		008536	01	03/19/2012	110-7060-451.50-01	ANNUAL FIRE EXTINGUISHERS	35.15	
IN00029693		008537	01	03/19/2012	510-6057-502.50-01	ANNUAL FIRE EXTINGUISHERS	131.60	
IN00029689		008533	01	03/19/2012	530-0088-503.50-14	ANNUAL FIRE EXTINGUISHERS	75.00	
IN00029695		008539	01	03/19/2012	530-0088-503.50-14	ANNUAL FIRE EXTINGUISHERS	192.65	
IN00029696		008540	01	03/19/2012	530-0088-503.50-14	ANNUAL FIRE EXTINGUISHERS	61.80	
VENDOR TOTAL *							1,901.75	
0014402	00	CHICAGO PARTS & SOUND LLC						
440399		007844	01	03/19/2012	110-6047-512.40-34	OIL/GREASE	320.64	
440399		007845	01	03/19/2012	110-6047-512.50-16	PARTS/SUPPLIES	143.11	
439483		007916	01	03/19/2012	110-6047-512.50-16	TRK/PARTS PW5	75.00	

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0014402	00	CHICAGO PARTS & SOUND LLC						
440400	007917		01	03/19/2012	110-6047-512.50-16	TRK/PARTS PW39	29.24	
439552	007918		01	03/19/2012	110-6047-512.50-16	AUTO/PARTS E-30/STOCK	58.89	
440470	007919		01	03/19/2012	110-6047-512.50-16	STOCK	82.76	
441495	008267		01	03/19/2012	110-6047-512.50-16	FILTERS	261.00	
441402	008617		01	03/19/2012	110-6047-512.50-16	TRK/PARTS PD-41/STOCK	322.40	
441642	008618		01	03/19/2012	110-6047-512.50-16	AUTO/PARTS E-25	58.89	
						VENDOR TOTAL *	1,351.93	
0000104	00	CHICAGO TRIBUNE - COLLECTIONS CTR						
2261445	008236		01	03/19/2012	110-2007-413.60-42	EMPLOYMENT AD	999.00	
						VENDOR TOTAL *	999.00	
0000929	00	CHICAGO TRIBUNE - LOUISVILLE						
000052041092	007951		01	03/19/2012	110-1001-411.60-51	SUBSCRIPTION	182.00	
						VENDOR TOTAL *	182.00	
0020317	00	CHIEF LAW ENFORCEMENT SUPPLY						
465190	008207		01	03/19/2012	110-5030-421.40-31	TOURNOQUETS	1,775.59	
						VENDOR TOTAL *	1,775.59	
0012699	00	CINTAS FAS LOCKBOX 636525						
0343766480	008213		01	03/19/2012	110-5030-421.40-98	SUPPLIES	347.47	
						VENDOR TOTAL *	347.47	
0002348	00	CISZEWSKI, ARTHUR						
02/21-02/22/12	007958		01	03/19/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	43.76	
02/21-02/22/12	007959		01	03/19/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	3.80	
						VENDOR TOTAL *	47.56	
0011639	00	CLARK DIETZ INC						
410095	008163		01	03/19/2012	110-6040-431.30-26	PROF ENG SVCS	2,877.50	
						VENDOR TOTAL *	2,877.50	
0000630	00	CLASSIC GRAPHIC INDUSTRIES INC						
69324	007971		01	03/19/2012	110-2006-413.40-98	ACKNOWLEDGEMENT DIRECT	491.25	
69325	008212		01	03/19/2012	110-2006-413.40-33	SUPPLIES	131.04	
						VENDOR TOTAL *	622.29	
0020322	00	COLUCCI, PETER						
2835	008306		01	03/19/2012	110-0000-260.02-00	VEHICLE STICKER REFUND	18.00	
						VENDOR TOTAL *	18.00	
0000114	00	COM ED						
8409121006	008439		01	03/19/2012	110-4022-423.30-24	MONTHLY ELECTRIC	35.78	
8327608004	008440		01	03/19/2012	110-4022-423.30-24	MONTHLY ELECTRIC	34.25	
6983225007	008446		01	03/19/2012	110-4022-423.30-24	MONTHLY ELECTRIC	33.42	
6729081007	008455		01	03/19/2012	110-4022-423.30-24	MONTHLY ELECTRIC	33.62	
8745265005	008425		01	03/19/2012	110-6044-435.30-24	MONTHLY ELECTRIC	25.66	

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0000114	00	COM ED						
8234047019	008426		01	03/19/2012	110-6044-435.30-24	MONTHLY ELECTRIC	87.80	
8157271002	008428		01	03/19/2012	110-6044-435.30-24	MONTHLY ELECTRIC	380.21	
8577587009	008429		01	03/19/2012	110-6044-435.30-24	MONTHLY ELECTRIC	16.83	
8577601004	008430		01	03/19/2012	110-6044-435.30-24	MONTHLY ELECTRIC	16.83	
8634040009	008431		01	03/19/2012	110-6044-435.30-24	MONTHLY ELECTRIC	17.28	
8661049027	008432		01	03/19/2012	110-6044-435.30-24	MONTHLY ELECTRIC	25.66	
8745264008	008433		01	03/19/2012	110-6044-435.30-24	MONTHLY ELECTRIC	16.83	
8745266002	008434		01	03/19/2012	110-6044-435.30-24	MONTHLY ELECTRIC	34.97	
6981441003	008435		01	03/19/2012	110-6044-435.30-24	MONTHLY ELECTRIC	337.64	
7065190004	008436		01	03/19/2012	110-6044-435.30-24	MONTHLY ELECTRIC	242.13	
0477145001	008437		01	03/19/2012	110-6044-435.30-24	MONTHLY ELECTRIC	145.97	
3000022009	008441		01	03/19/2012	110-6044-435.30-24	MONTHLY ELECTRIC	97.13	
8075341005	008442		01	03/19/2012	110-6044-435.30-24	MONTHLY ELECTRIC	25.66	
1843000001	008443		01	03/19/2012	110-6044-435.30-24	MONTHLY ELECTRIC	16.83	
0174056074	008445		01	03/19/2012	110-6044-435.30-24	MONTHLY ELECTRIC	128.65	
0323144010	008447		01	03/19/2012	110-6044-435.30-24	MONTHLY ELECTRIC	64.69	
0114017015	008448		01	03/19/2012	110-6044-435.30-24	MONTHLY ELECTRIC	338.68	
6563744012	008449		01	03/19/2012	110-6044-435.30-24	MONTHLY ELECTRIC	62.83	
6563742009	008450		01	03/19/2012	110-6044-435.30-24	MONTHLY ELECTRIC	156.59	
6897727003	008451		01	03/19/2012	110-6044-435.30-24	MONTHLY ELECTRIC	160.71	
1459073058	008452		01	03/19/2012	110-6044-435.30-24	MONTHLY ELECTRIC	111.67	
6563743015	008453		01	03/19/2012	110-6044-435.30-24	MONTHLY ELECTRIC	60.81	
6563745019	008454		01	03/19/2012	110-6044-435.30-24	MONTHLY ELECTRIC	24.72	
0055090072	008456		01	03/19/2012	110-6044-435.30-24	MONTHLY ELECTRIC	29.97	
0809054019	008457		01	03/19/2012	110-6044-435.30-24	MONTHLY ELECTRIC	734.94	
8661158012	008444		01	03/19/2012	110-6046-418.30-24	MONTHLY ELECTRIC	268.05	
8745412004	008427		01	03/19/2012	530-0088-503.30-24	MONTHLY ELECTRIC	77.66	
8661186016	008438		01	03/19/2012	530-0088-503.30-24	MONTHLY ELECTRIC	1,869.82	
						VENDOR TOTAL *	5,714.29	
0014623	00	COMCAST CABLE						
877120089001830008162			01	03/19/2012	110-2008-413.30-52	DTA BOX	4.21	
877120089014023008202			01	03/19/2012	110-4020-422.60-98	INTERNET SVCS	66.95	
877120089004674008203			01	03/19/2012	110-4020-422.60-98	CABLE SVCS	115.46	
877120089014144008204			01	03/19/2012	110-4020-422.60-98	INTERNET SVCS	66.95	
877120089001921008201			01	03/19/2012	110-5030-421.30-98	CABLE SVCS	3.10	
						VENDOR TOTAL *	256.67	
0009478	00	COMMUNICATION REVOLVING FUND						
T1224038	008158		01	03/19/2012	110-2008-413.30-52	INTERNET T1	310.00	
T1226838	008209		01	03/19/2012	110-5030-421.30-27	LEASED CIRCUITS	877.39	
						VENDOR TOTAL *	1,187.39	
0006475	00	COMMUNICATIONS DIRECT INC						
SR97996	008497		01	03/19/2012	110-5030-421.30-98	MONTHLY MAINT FEE	812.00	
IN113188	008616		01	03/19/2012	110-6041-432.80-07	TRK/PARTS PW31	351.00	
						VENDOR TOTAL *	1,163.00	
0004107	00	CONTINENTAL WEATHER SERVICE						

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0004107 12145	00	CONTINENTAL WEATHER SERVICE 008469	01 03/19/2012	110-6042-433.30-98	MONTHLY WEATHER FORECAST	170.00	
					VENDOR TOTAL *	170.00	
0009048 762524 596179	00	COOK COUNTY CLERK 008467 008468	01 03/19/2012 01 03/19/2012	110-5030-421.60-37 110-5030-421.60-37	NOTARY CERTIFICATE NOTARY CERTIFICATE	10.00 10.00	
					VENDOR TOTAL *	20.00	
0020039 112281	00	D & B GRAPHICS 008172	01 03/19/2012	110-0094-454.60-45	POSTCARDS	2,334.00	
					VENDOR TOTAL *	2,334.00	
0015538 02/17-02/29/12	00	DENHAM, LEE 007897	01 03/19/2012	110-0086-453.30-52	CATV PROF SVCS	87.50	
					VENDOR TOTAL *	87.50	
0018728 JAN-DEC 2011 JAN-DEC 2011	00	DOMINGUEZ, SOCORRO 007952 007953	01 03/19/2012 01 03/19/2012	110-0000-313.03-03 110-0000-313.01-01	UTILITY TAX REBATE UTILITY TAX REBATE	13.20 4.37	
					VENDOR TOTAL *	17.57	
0009985 392 COTTAGE HIL	00	DONNELLY, ALISON 008307	01 03/19/2012	110-0000-371.98-00	RECYCLE BIN REFUND	8.50	
					VENDOR TOTAL *	8.50	
0000153 OCT-DEC 2011	00	DU-COMM 008639	01 03/19/2012	110-4021-425.30-98	ALARM MONITORING	19,642.90	
					VENDOR TOTAL *	19,642.90	
0000624 02142012 02142012	00	DUPAGE COUNTY CLERK 008294 008295	01 03/07/2012 01 03/07/2012	110-5030-421.60-37 110-5030-421.60-37	NOTARY FEE NOTARY FEE	CHECK #: 153380 CHECK #: 153380	10.00 10.00
					VENDOR TOTAL *	.00	20.00
0000161 201201060092 201202160150 201202240206	00	DUPAGE COUNTY RECORDER 008482 008483 008484	01 03/19/2012 01 03/19/2012 01 03/19/2012	110-1001-411.30-54 110-1001-411.30-54 110-1001-411.30-54	RECORDING SVCS RECORDING SVCS RECORDING SVCS	9.00 9.00 28.00	
					VENDOR TOTAL *	46.00	
0000165 6878	00	DUPAGE MAYORS & MANAGERS CONFERENCE 008257	01 03/19/2012	110-1001-411.60-11	LEGISLATIVE DINNER	165.00	
					VENDOR TOTAL *	165.00	
0000169 09503 09503	00	DUPAGE WATER COMMISSION 008466 008465	01 03/19/2012 01 03/19/2012	510-6050-501.90-90 510-6051-501.30-20	FIXED COST ASSESSMENT WATER CONSUMPTION	31,462.23 278,069.61	
					VENDOR TOTAL *	309,531.84	
0009707	00	E J EQUIPMENT INC					

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0009707	00	E J EQUIPMENT INC						
0049394	008328		01	03/19/2012	510-6056-502.40-31	CABLE	464.22	
0049359	008329		01	03/19/2012	510-6056-502.40-31	CABLE	197.54	
							VENDOR TOTAL *	661.76
0020250	00	EAGLE RECOGNITION						
0442391-IN	008238		01	03/19/2012	110-2007-413.60-23	SERVICE AWARD	7.42	
0442875-IN	008239		01	03/19/2012	110-2007-413.60-23	SERVICE AWARD	7.42	
0443216-IN	008240		01	03/19/2012	110-2007-413.60-23	SERVICE AWARD	114.76	
0443792-IN	008241		01	03/19/2012	110-2007-413.60-23	SERVICE AWARD	236.40	
0444179-IN	008242		01	03/19/2012	110-2007-413.60-23	SERVICE AWARD	270.46	
0444644-IN	008243		01	03/19/2012	110-2007-413.60-23	SERVICE AWARD	119.46	
0446196-IN	008244		01	03/19/2012	110-2007-413.60-23	SERVICE AWARD	115.35	
0448118-IN	008245		01	03/19/2012	110-2007-413.60-23	SERVICE AWARD	268.39	
							VENDOR TOTAL *	1,139.66
0014731	00	ECS						
08-3866	008133		01	03/19/2012	110-1001-411.20-07	CHECKS/BANKING FEE	.23	
08-3866	008134		01	03/19/2012	110-4020-422.20-07	CHECKS/BANKING FEE	30.60	
08-3866	008135		01	03/19/2012	110-5030-421.20-07	CHECKS/BANKING FEE	62.78	
08-3866	008132		01	03/19/2012	110-6040-431.20-07	W/C CLAIMS	130.00	
08-3866	008136		01	03/19/2012	110-6040-431.20-07	CHECKS/BANKING FEE	118.58	
08-3866	008137		01	03/19/2012	510-6050-501.20-07	CHECKS/BANKING FEE	10.13	
08-3866	008138		01	03/19/2012	510-6055-502.20-07	CHECKS/BANKING FEE	2.68	
							VENDOR TOTAL *	355.00
0020323	00	ELAM, JEFFREY						
26334	008302		01	03/19/2012	110-0000-316.00-00	TRANSFER STAMP REFUND	697.50	
							VENDOR TOTAL *	697.50
0000177	00	ELMHURST CHAMBER OF COMMERCE						
2085	008485		01	03/19/2012	110-3015-414.30-52	GOT IT AD	255.00	
1973	008486		01	03/19/2012	110-3015-414.30-52	DEC ADS	1,725.00	
1974	008487		01	03/19/2012	110-3015-414.30-52	ANNIVERSARY AD	297.50	
2086	008488		01	03/19/2012	110-3015-414.30-52	GOT IT ADS	750.00	
							VENDOR TOTAL *	3,027.50
0014621	00	ELMHURST CLAIMS ACCOUNT - CLAIM SVC						
7504366944	007892		01	03/19/2012	110-4020-422.20-07	SELF INSURED LOSS FUND	6,080.51	
7504366944	008182		01	03/19/2012	110-4020-422.20-07	SELF INSURED LOSS FUND	1,502.46	
7504366944	007893		01	03/19/2012	110-5030-421.20-07	SELF INSURED LOSS FUND	339.17	
7504366944	008183		01	03/19/2012	110-5030-421.20-07	SELF INSURED LOSS FUND	728.09	
7504366944	007894		01	03/19/2012	110-6040-431.20-07	SELF INSURED LOSS FUND	18,160.17	
7504366944	008184		01	03/19/2012	110-6040-431.20-07	SELF INSURED LOSS FUND	23,969.32	
7504366944	007895		01	03/19/2012	510-6055-502.20-07	SELF INSURED LOSS FUND	155.22	
7504366944	008185		01	03/19/2012	510-6055-502.20-07	SELF INSURED LOSS FUND	1,157.10	
							VENDOR TOTAL *	52,092.04
0015836	00	ELMHURST INDEPENDENT - ROCK VALLEY						

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0015836	00	ELMHURST INDEPENDENT - ROCK VALLEY						
858641	007948		01	03/19/2012	110-3015-414.30-54	LEGAL NOTICE	496.87	
858666	007949		01	03/19/2012	110-6040-431.30-54	LEGAL NOTICE	65.25	
859605	008215		01	03/19/2012	110-6048-513.80-25	LEGAL NOTICE	65.25	
858666	007950		01	03/19/2012	510-6050-501.30-54	LEGAL NOTICE	65.25	
						VENDOR TOTAL *	692.62	
0007717	00	ELMHURST JAYCEES						
03/01/2012	008150		01	03/19/2012	110-0094-454.60-32	COMMUNITY GRANT PROGRAM	7,300.00	
						VENDOR TOTAL *	7,300.00	
0010437	00	ELMHURST MEMORIAL HOSPITAL						
2	008232		01	03/19/2012	110-6048-513.80-25	ROADWAY CONSTRUCTION PROJ	835,753.70	
						VENDOR TOTAL *	835,753.70	
0000188	00	ELMHURST PARK DISTRICT						
01570	008470		01	03/19/2012	110-0000-313.03-03	MUNICIPAL TAX REIMBURSE	111.54	
01571	008471		01	03/19/2012	110-0000-313.03-03	MUNICIPAL TAX REIMBURSE	87.40	
01572	008472		01	03/19/2012	110-0000-313.03-03	MUNICIPAL TAX REIMBURSE	9.77	
						VENDOR TOTAL *	208.71	
0000193	00	ELMHURST POSTMASTER-PERMIT 47						
03022012	008291		01	03/07/2012	510-6050-501.30-49	WATER/SEWER MAILINGS	CHECK #: 153379	1,800.00
03022012	008292		01	03/07/2012	510-6055-502.30-49	WATER/SEWER MAILINGS	CHECK #: 153379	1,800.00
						VENDOR TOTAL *	.00	3,600.00
0017744	00	ENTERSECT CORP						
41397	008418		01	03/19/2012	110-5030-421.30-98	MONTHLY SVC	84.95	
						VENDOR TOTAL *	84.95	
0020327	00	ERIE FAMILY LIFE						
L1133834	008489		01	03/19/2012	110-1001-411.10-01	INSURANCE PREMIUM	8.01	
L1133834	008490		01	03/19/2012	110-6040-431.10-01	INSURANCE PREMIUM	2.67	
L1133834	008491		01	03/19/2012	510-6050-501.10-01	INSURANCE PREMIUM	1.34	
L1133834	008492		01	03/19/2012	510-6055-502.10-01	INSURANCE PREMIUM	1.34	
						VENDOR TOTAL *	13.36	
0017007	00	FACILITY SOLUTIONS GROUP						
2669234-00	007838		01	03/19/2012	110-6044-435.40-06	CABLE	1,732.21	
2668076-00	008221		01	03/19/2012	110-6044-435.40-28	LUMINARIES	421.75	
2658332-00	008523		01	03/19/2012	110-6044-435.40-28	LUMINARIES	417.27	
2680241-00	008222		01	03/19/2012	110-6046-418.50-01	LAMPS	226.13	
						VENDOR TOTAL *	2,797.36	
0013212	00	FEDEX						
7-800-10624	008142		01	03/19/2012	110-7060-451.60-98	SHIPPING FEES	19.68	
						VENDOR TOTAL *	19.68	
0015916	00	FIFTH THIRD BANK - PROCUREMENT CARD						

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
INVOICE NO	VOUCHER NO	P.O. NO						
0015916	00	FIFTH THIRD BANK - PROCUREMENT CARD						
FEB 15 2012	007799		01	02/27/2012	110-1003-412.60-42	BIRDDOG	CHECK #: 153045	99.50
FEB 15 2012	007800		01	02/27/2012	110-1003-412.60-42	RECRUITMILITARY LLC	CHECK #: 153045	299.00
FEB 15 2012	007789		01	02/27/2012	110-2006-413.60-11	GOVERNMENT FINANCE OFF	CHECK #: 153045	380.00
FEB 15 2012	007790		01	02/27/2012	110-2006-413.60-11	GOVERNMENT FINANCE OFF	CHECK #: 153045	380.00
FEB 15 2012	007791		01	02/27/2012	110-2006-413.30-49	LEWIS SOFTWARE ASSOCIA	CHECK #: 153045	7.00
FEB 15 2012	007792		01	02/27/2012	110-2007-413.60-23	ELMHURST CITY CENTRE	CHECK #: 153045	150.00
FEB 15 2012	007793		01	02/27/2012	110-2007-413.60-42	INFOSOFT GROUP INC	CHECK #: 153045	275.00
FEB 15 2012	007794		01	02/27/2012	110-2007-413.60-42	AMERICAN PUBLIC WORKS	CHECK #: 153045	192.00
FEB 15 2012	007795		01	02/27/2012	110-2007-413.60-42	ENGINEER JOBS.COM	CHECK #: 153045	95.00
FEB 15 2012	007796		01	02/27/2012	110-2007-413.60-42	JOBTARGET LLC	CHECK #: 153045	200.00
FEB 15 2012	007797		01	02/27/2012	110-2007-413.60-11	SOUTHWEST AIRLINES	CHECK #: 153045	122.80
FEB 15 2012	007801		01	02/27/2012	110-2007-413.60-23	FRESH START CAFE	CHECK #: 153045	318.00
FEB 15 2012	007798		01	02/27/2012	110-2008-413.60-11	DIRECTIONS TRAINING CE	CHECK #: 153045	1,250.00
FEB 15 2012	007802		01	02/27/2012	110-2008-413.30-52	THE UPS STORE 0777	CHECK #: 153045	67.16
FEB 15 2012	007803		01	02/27/2012	110-2008-413.30-52	THE UPS STORE 0777	CHECK #: 153045	31.26
FEB 15 2012	007804		01	02/27/2012	110-2008-413.50-23	SUSTEEN, INC.	CHECK #: 153045	19.95
FEB 15 2012	007807		01	02/27/2012	110-4020-422.60-98	UNDER ARMOUR DIRECT VI	CHECK #: 153045	1,699.60
FEB 15 2012	007814		01	02/27/2012	110-4020-422.50-01	CENTRAL VACUUM STORES	CHECK #: 153045	64.00
FEB 15 2012	007805		01	02/27/2012	110-4022-423.60-11	PAYPAL DUPAGECOUNT	CHECK #: 153045	105.00
FEB 15 2012	007806		01	02/27/2012	110-4022-423.40-33	AMAZON MKTPLACE PMTS	CHECK #: 153045	49.00
FEB 15 2012	007808		01	02/27/2012	110-5030-421.40-33	AMAZON.COM	CHECK #: 153045	120.12
FEB 15 2012	007811		01	02/27/2012	110-5030-421.50-01	JO-ANN STORE #2198	CHECK #: 153045	81.80
FEB 15 2012	007831		01	02/27/2012	110-5030-421.60-50	TALX CORP	CHECK #: 153045	14.70
FEB 15 2012	007832		01	02/27/2012	110-5030-421.60-50	TALX CORP	CHECK #: 153045	14.70
FEB 15 2012	007810		01	02/27/2012	110-6043-434.40-98	INTERNATIONAL SOCIETY	CHECK #: 153045	308.52
FEB 15 2012	007813		01	02/27/2012	110-6046-418.40-53	WOODCRAFT 519	CHECK #: 153045	41.99
FEB 15 2012	007815		01	02/27/2012	110-6046-418.50-01	THE BILCO COMPANY	CHECK #: 153045	57.50
FEB 15 2012	007816		01	02/27/2012	110-6046-418.50-01	THE CARY COMPANY	CHECK #: 153045	171.09
FEB 15 2012	007817		01	02/27/2012	110-6046-418.40-33	FRANKLINCOVEYPRODUCTS	CHECK #: 153045	29.56
FEB 15 2012	007818		01	02/27/2012	110-6046-418.40-98	PARTY SOURCE	CHECK #: 153045	77.39
FEB 15 2012	007819		01	02/27/2012	110-6046-418.50-01	ENGINEERSUPPLY COM	CHECK #: 153045	64.24
FEB 15 2012	007809		01	02/27/2012	110-6047-512.40-98	QUALITY STAINLESS PROD	CHECK #: 153045	1,400.00
FEB 15 2012	007812		01	02/27/2012	110-6047-512.50-02	CIRUS CONTROLS	CHECK #: 153045	90.08
FEB 15 2012	007823		01	02/27/2012	110-7060-451.60-65	PAYPAL DISCOUNTSCH	CHECK #: 153045	155.88
FEB 15 2012	007824		01	02/27/2012	110-7060-451.60-39	AMAZON MKTPLACE PMTS	CHECK #: 153045	89.97
FEB 15 2012	007825		01	02/27/2012	110-7060-451.60-65	ECC DSS-DISC SCH SUPPL	CHECK #: 153045	10.55-
FEB 15 2012	007826		01	02/27/2012	110-7060-451.60-65	NATURE-WATCH	CHECK #: 153045	1,012.25
FEB 15 2012	007827		01	02/27/2012	110-7060-451.60-65	ULINE SHIP SUPPLIES	CHECK #: 153045	2.40-
FEB 15 2012	007828		01	02/27/2012	110-7060-451.60-65	ULINE SHIP SUPPLIES	CHECK #: 153045	40.83
FEB 15 2012	007829		01	02/27/2012	110-7060-451.40-16	PAYPAL ALEXANDRIA	CHECK #: 153045	59.00
FEB 15 2012	007830		01	02/27/2012	110-7060-451.60-65	ECC DSS-DISC SCH SUPPL	CHECK #: 153045	179.42
FEB 15 2012	007822		01	02/27/2012	510-6050-501.60-11	PAYPAL IWEA	CHECK #: 153045	85.00-
FEB 15 2012	007820		01	02/27/2012	510-6052-501.50-18	IAP SALES.COM	CHECK #: 153045	669.00
FEB 15 2012	007821		01	02/27/2012	510-6056-502.50-08	HUGOS EQUIPMENT REPAIR	CHECK #: 153045	30.00
VENDOR TOTAL *							.00	10,414.36
0013587	00	FINDZALL COMMUNITY MARKETING						
FEB 2012	008493		01	03/19/2012	110-3015-414.30-12	CONSULTING SVCS	1,955.00	

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0013587 FEB 2012	00	FINDZALL COMMUNITY MARKETING 008494		01 03/19/2012	310-0089-461.30-52	CONSULTING SVCS	1,275.00	
						VENDOR TOTAL *	3,230.00	
0006869 5609347	00	FISHER SCIENTIFIC 008301		01 03/19/2012	510-6057-502.40-25	LAB SUPPLIES	99.40	
						VENDOR TOTAL *	99.40	
0005438 54764	00	FLEET SAFETY SUPPLY 008612		01 03/19/2012	110-5030-421.40-98	TRK/PARTS PD-25	93.49	
						VENDOR TOTAL *	93.49	
0000220 1FN168 1FN168 1FN630	00	FLESCH CO INC, GORDON 007911 007912 008198		01 03/19/2012 01 03/19/2012 01 03/19/2012	110-2006-413.30-21 110-4020-422.30-21 110-5030-421.30-21	COPIER MAINT COPIER MAINT COPIER MAINT	89.97 89.97 514.17	
						VENDOR TOTAL *	694.11	
0005844 39846 41059	00	FLINK SNOW PLOWS & SPREADERS 007914 007915		01 03/19/2012 01 03/19/2012	110-6042-433.50-16 110-6042-433.50-16	RETURNED MERCHANDISE PARTS/SUPPLIES	139.80- 729.21	
						VENDOR TOTAL *	589.41	
0017446 61-132541 61-136464 61-151328 50-421120	00	FMP - FACTORY MOTOR PARTS 007931 009185 008631 008632		01 09/19/2011 01 10/17/2011 01 03/19/2012 01 03/19/2012	110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16	CORE CREDIT PD-30 TRK/PARTS PD-4 TRK/PARTS PD-4	30.00- 15.44 115.71 229.13	
						VENDOR TOTAL *	330.28	
0002222 02/17-02/29/12	00	FORESMAN, RICH 007905		01 03/19/2012	110-0086-453.30-52	CATV PROF SVCS	416.00	
						VENDOR TOTAL *	416.00	
0019978 74807	00	FOREST AWARDS & ENGRAVING 008199		01 03/19/2012	110-5030-421.60-98	PLAQUE	76.00	
						VENDOR TOTAL *	76.00	
0014041 02/17-02/29/12	00	FUNCHESS, WILLIAM 007898		01 03/19/2012	110-0086-453.30-52	CATV PROF SVCS	132.00	
						VENDOR TOTAL *	132.00	
0008274 625695MB	00	GALLAGHER MATERIALS, INC 008321		01 03/19/2012	110-6041-432.40-02	ASPHALT	2,305.80	
						VENDOR TOTAL *	2,305.80	
0009769 02/17-02/29/12	00	GARRON, FERNANDO 007901		01 03/19/2012	110-0086-453.30-52	CATV PROF SVCS	287.50	
						VENDOR TOTAL *	287.50	
0016266	00	GATEHOUSE MEDIA SUBURBAN NEWSPAPERS						

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0016266	00	GATEHOUSE MEDIA				SUBURBAN NEWSPAPERS		
10025-133654	008140		01	03/19/2012	110-2006-413.60-51	SUBSCRIPTION	38.00	
10025-015070	008139		01	03/19/2012	110-7060-451.60-51	SUBSCRIPTION	30.00	
							VENDOR TOTAL *	68.00
0015202	00	GLENDAL HTS				PARKS/RECREATION		
47690	008227		01	03/19/2012	110-4020-422.60-98	MEMBERSHIP	183.00	
							VENDOR TOTAL *	183.00
0016257	00	GOVERNMENT FINANCE OFFICERS ASSN						
0107263S	008233		01	03/19/2012	110-2006-413.60-51	SUBSCRIPTION	55.00	
							VENDOR TOTAL *	55.00
0000242	00	GRAINGER						
9770624592	008315		01	03/19/2012	110-6041-432.40-98	SUPPLIES	35.91	
9770624592	008316		01	03/19/2012	110-6046-418.40-98	SUPPLIES	35.91	
9761184929	007883		01	03/19/2012	110-6047-512.50-16	PW-110	547.65	
9763342178	007884		01	03/19/2012	110-6047-512.50-16	MERCHANDISE RETURN	547.65	
9770624592	008317		01	03/19/2012	510-6057-502.40-98	SUPPLIES	205.92	
							VENDOR TOTAL *	277.74
0009312	00	GREEN SUPPLY INC (GSI)						
5631389	007988		01	03/19/2012	110-4020-422.40-98	SUPPLIES	19.57	
5631389	007987		01	03/19/2012	110-5030-421.40-98	SUPPLIES	156.00	
5631389	007989		01	03/19/2012	110-6041-432.40-98	SUPPLIES	2.79	
5631389	007990		01	03/19/2012	110-6043-434.40-98	SUPPLIES	2.79	
5631389	007991		01	03/19/2012	110-6044-435.40-98	SUPPLIES	2.79	
5631389	007992		01	03/19/2012	110-6046-418.40-98	SUPPLIES	2.79	
5631389	007993		01	03/19/2012	110-6047-512.40-98	SUPPLIES	2.79	
5631389	007994		01	03/19/2012	510-6052-501.40-98	SUPPLIES	2.79	
5631389	007995		01	03/19/2012	510-6057-502.40-98	SUPPLIES	2.79	
							VENDOR TOTAL *	195.10
0015469	00	GROTTO DESIGN, INC						
02/27/2012	008143		01	03/19/2012	110-7060-451.30-52	ANNUAL REPORT	1,650.00	
02/27/2012	008144		01	03/19/2012	110-7060-451.30-52	SPRING CALENDAR	500.00	
							VENDOR TOTAL *	2,150.00
0015390	00	GUNNERS METERS & PARTS, INC						
64895	007852		01	03/19/2012	510-6052-501.40-67	LARGE METER CHAMBERS	1,010.00	
							VENDOR TOTAL *	1,010.00
0006515	00	HAGGERTY BUICK GMC						
165627	007882		01	03/19/2012	110-6047-512.50-16	PD-48	40.61	
							VENDOR TOTAL *	40.61
0000257	00	HANEY & SONS INC, B						
2012-0036	008501		01	03/19/2012	110-6043-434.30-78	LOG DISPOSAL	75.00	
							VENDOR TOTAL *	75.00
0005803	00	HARRISON, JONATHAN						

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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
0005803 02/17-02/29/12	00	HARRISON, JONATHAN 007903	01	03/19/2012	110-0086-453.30-52	CATV PROF SVCS	318.50	
						VENDOR TOTAL *	318.50	
0005494 12-66 12-77	00	HBK WATER METER SERVICE, INC 007850 008325	01	03/19/2012	510-6052-501.30-98	LARGE METER TESTING	4,816.58	
			01	03/19/2012	510-6052-501.30-98	WATER METER TESTING	3,951.80	
						VENDOR TOTAL *	8,768.38	
0015904 4430258 4457314	00	HD SUPPLY WATERWORKS, LTD 007837 008264	01	03/19/2012	510-6052-501.40-51	SERVICE LINES	381.60	
			01	03/19/2012	510-6052-501.40-51	SERVICE LINES	305.00	
						VENDOR TOTAL *	686.60	
0017387 02/17-02/29/12	00	HEUSER, DAN 007900	01	03/19/2012	110-0086-453.30-52	CATV PROF SVCS	212.50	
						VENDOR TOTAL *	212.50	
0004296 052560075122	00	HIGHLAND ESTATES COFFEE TRADERS 008149	01	03/19/2012	110-6046-418.40-98	VENDING MACHINE REFILL	112.15	
						VENDOR TOTAL *	112.15	
0019672 JAN-DEC 2011 JAN-DEC 2011 JAN-DEC 2011	00	HINES, CYD T 008473 008474 008475	01	03/19/2012	110-0000-313.03-03	UTILITY TAX REBATE	11.77	
			01	03/19/2012	110-0000-313.01-01	UTILITY TAX REBATE	3.44	
			01	03/19/2012	110-0000-260.02-00	UTILITY TAX REBATE	18.00	
						VENDOR TOTAL *	33.21	
0012341 017118/2022129 023710/6023390 001195/9024894 017118/2022129 001195/9024894 014844/5021558	00	HOME DEPOT 1982-OAKBROOK TERR 008412 008413 008415 008411 008414 008410	01	03/19/2012	110-6046-418.40-53	TOOL	8.54	
			01	03/19/2012	110-6046-418.40-98	DRILL BITS	14.22	
			01	03/19/2012	110-6046-418.50-01	EXHIBIT MATERIALS	13.57	
			01	03/19/2012	110-7060-451.60-39	EXHIBIT MATERIALS	165.91	
			01	03/19/2012	110-7060-451.60-39	EXHIBIT MATERIALS	47.07	
			01	03/19/2012	510-6057-502.50-01	COMPUTER ROOM RENOVATION	102.35	
						VENDOR TOTAL *	351.66	
0005211 6283	00	HOME PLUMBING & HEATING CO INC 008558	01	03/19/2012	110-5030-421.50-01	SINK REPAIR	77.72	
						VENDOR TOTAL *	77.72	
0017799 90370202	00	HORIBA INTL CORP 008419	01	03/19/2012	110-5030-421.40-98	EVIDENCE SUPPLIES	185.56	
						VENDOR TOTAL *	185.56	
0017783 02/28/2012	00	IIMC 008148	01	03/19/2012	110-1001-411.60-11	MEMBERSHIP	250.00	
						VENDOR TOTAL *	250.00	
0007329	00	IKON OFFICE SOLUTIONS						

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0007329 5022329960	00	IKON OFFICE SOLUTIONS 007910	01	03/19/2012	110-2007-413.30-21	COPIER MAINT	1,335.50	
						VENDOR TOTAL *	1,335.50	
0015152 1282	00	IL ASSN OF PROPERTY/EVIDENCE MGRS 008179	01	03/19/2012	110-5030-421.60-37	MEMBERSHIP	25.00	
						VENDOR TOTAL *	25.00	
0019388 2012	00	IL DEPT OF AGRICULTURE-ENV PROGS 007848	01	03/19/2012	110-6040-431.60-37	PESTICIDE LICENSE	20.00	
						VENDOR TOTAL *	20.00	
0013190 ILR10	00	IL ENVIRONMENTAL PROT - SPRINGFIELD 008299	01	03/07/2012	110-6041-432.80-15	YORK/BRUSH HILL PERMIT	CHECK #: 153397	750.00
						VENDOR TOTAL *	.00	750.00
0016223 2012	00	IL FIRE SVC ADMIN PROFESSIONALS 008225	01	03/19/2012	110-4020-422.60-37	MEMBERSHIP	45.00	
						VENDOR TOTAL *	45.00	
0007682 06/13-06/15/12	00	IL JUVENILE OFFICERS ASSN 008498	01	03/19/2012	110-5030-421.60-11	REGISTRATION	775.00	
						VENDOR TOTAL *	775.00	
0000291 CASE #11-032910008175	00	IL SEC OF STATE - TITLE APPLIC FEES,CK GRP-1 0008175	01	03/19/2012	110-5030-421.60-27	TITLE APPLICATION FEE	95.00	
						VENDOR TOTAL *	95.00	
0000291 CASE #11-036029008176	00	IL SEC OF STATE - TITLE APPLIC FEES,CK GRP-2 0008176	01	03/19/2012	110-5030-421.60-27	TITLE APPLICATION FEE	95.00	
						VENDOR TOTAL *	95.00	
0000291 CASE #11-037305008177	00	IL SEC OF STATE - TITLE APPLIC FEES,CK GRP-3 0008177	01	03/19/2012	110-5030-421.60-27	TITLE APPLICATION FEE	95.00	
						VENDOR TOTAL *	95.00	
0000291 CASE #10-000826008178	00	IL SEC OF STATE - TITLE APPLIC FEES,CK GRP-4 0008178	01	03/19/2012	110-5030-421.60-27	TITLE APPLICATION FEE	95.00	
						VENDOR TOTAL *	95.00	
0000291 CASE #11-038448008422	00	IL SEC OF STATE - TITLE APPLIC FEES,CK GRP-5 0008422	01	03/19/2012	110-5030-421.60-27	TITLE APPLICATION FEE	95.00	
						VENDOR TOTAL *	95.00	
0000291 CASE #11-037901008423	00	IL SEC OF STATE - TITLE APPLIC FEES,CK GRP-6 0008423	01	03/19/2012	110-5030-421.60-27	TITLE APPLICATION FEE	95.00	
						VENDOR TOTAL *	95.00	
0016825	00	IL STATE POLICE-FIRE & POLICE COMM						

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0016825 L66310580	00	IL STATE POLICE-FIRE & POLICE COMM 008197	01 03/19/2012	110-5030-421.30-98	3850/BACKGROUND CHECK	34.25	
					VENDOR TOTAL *	34.25	
0019187 L66310555	00	IL STATE POLICE-LIQUOR CONTROL COMM 007957	01 03/19/2012	110-5030-421.30-98	1631/LIQUOR CONTROL COMM	34.25	
					VENDOR TOTAL *	34.25	
0004409 117186	00	ILLINI POWER PRODUCTS 008274	01 03/19/2012	110-6041-432.50-11	UNDERPASS REPLACEMENT ATS	3,851.28	
					VENDOR TOTAL *	3,851.28	
0016624 124670 124670	00	IMPACT NETWORKING LLC 008164 008165	01 03/19/2012 01 03/19/2012	110-6040-431.30-21 510-6050-501.30-21	COPIER MAINT COPIER MAINT	241.00 241.00	
					VENDOR TOTAL *	482.00	
0013660 48019	00	INFOTRACK INFORMATION SERVICES, INC 008481	01 03/19/2012	110-1001-411.30-52	BACKGROUND CHECKS	380.00	
					VENDOR TOTAL *	380.00	
0010731 130057303 130057303 130057303 130057303 130057303 130057303 110113112 130057303 130057427 130057303	00	INTERSTATE BATTERY SYSTEM OF 007961 007960 007962 007963 007964 007965 007945 007966 008266 007967	01 03/19/2012 01 03/19/2012	110-4020-422.40-98 110-5030-421.40-98 110-6041-432.40-98 110-6043-434.40-98 110-6044-435.40-98 110-6046-418.40-98 110-6047-512.50-16 110-6047-512.40-98 110-6047-512.50-16 510-6052-501.40-98	SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES TRK/PARTS PD-43 SUPPLIES PARTS/SUPPLIES SUPPLIES	18.00 144.00 3.00 3.00 3.00 3.00 85.39 3.00 391.80 3.00	
					VENDOR TOTAL *	657.19	
0014647 03/06/2012	00	KACZAROWSKI, BRETT 008420	01 03/19/2012	110-5030-421.40-11	EXPENSE REIMBURSEMENT	141.48	
					VENDOR TOTAL *	141.48	
0000314 612495 612496 612497 612499 612500 612501 613072	00	KALE UNIFORMS 007855 007856 007857 007858 007859 007860 008206	01 03/19/2012 01 03/19/2012 01 03/19/2012 01 03/19/2012 01 03/19/2012 01 03/19/2012 01 03/19/2012	110-5030-421.40-11 110-5030-421.40-11 110-5030-421.40-11 110-5030-421.40-11 110-5030-421.40-11 110-5030-421.40-11 110-5030-421.40-11	UNIFORMS UNIFORMS UNIFORMS UNIFORMS UNIFORMS UNIFORMS UNIFORM SUPPLIES	184.50 117.89 150.39 117.89 13.95 117.89 1,035.69	
					VENDOR TOTAL *	1,738.20	
0019654	00	KANE, MCKENNA & ASSOCIATES INC					

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0019654 10967	00	KANE, MCKENNA & ASSOCIATES INC 008234	01 03/19/2012	110-3015-414.30-52	PROFESSIONAL SVCS	1,437.50	
					VENDOR TOTAL *	1,437.50	
0007343 2012	00	KDRMA 008146	01 03/19/2012	110-7060-451.60-37	MEMBERSHIP	120.00	
					VENDOR TOTAL *	120.00	
0000323 183616 183766	00	KIEFT BROTHERS, INC - A/P 007849 008518	01 03/19/2012 01 03/19/2012	510-6056-502.40-29 510-6056-502.40-29	SEWER REPAIR PARTS SEWER REPAIRS	24.15 76.00	
					VENDOR TOTAL *	100.15	
0011896 2321296 2328758	00	KIMBALL MIDWEST 007880 007881	01 03/19/2012 01 03/19/2012	110-6047-512.50-16 110-6047-512.50-16	NUTS/BOLTS/SUPPLIES NUTS/BOLTS/SUPPLIES	218.75 480.28	
					VENDOR TOTAL *	699.03	
0015276 4063 4064	00	KING, DAVID & ASSOCS, INC 008304 008303	01 03/19/2012 01 03/19/2012	110-6046-418.60-69 310-0089-461.30-52	MANAGEMENT FEES MANAGEMENT FEES	1,288.12 1,000.00	
					VENDOR TOTAL *	2,288.12	
0015660 24911 24904 24942 24954	00	KINGS POINT TESTING LANE 007878 007879 008602 008605	01 03/19/2012 01 03/19/2012 01 03/19/2012 01 03/19/2012	110-6047-512.50-02 110-6047-512.50-02 110-6047-512.50-16 110-6047-512.50-02	PW-33 INSPECTION PW-92T INSPECTION SAFETY TEST/PW169 SAFETY TEST/PW7	25.00 25.00 25.00 25.00	
					VENDOR TOTAL *	100.00	
0012452 46614 46571	00	KLINE, F W & SONS INC 008561 008562	01 03/19/2012 01 03/19/2012	530-0088-503.50-14 530-0088-503.50-14	DOOR REPAIR DOOR REPAIR	256.80 573.60	
					VENDOR TOTAL *	830.40	
0013270 02/28/2012	00	KNEBEL, JEFFREY 008200	01 03/19/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	28.30	
					VENDOR TOTAL *	28.30	
0004287 02/27/2012	00	KRAGEL, CHRISTOPHER J 007968	01 03/19/2012	510-6050-501.60-11	EXPENSE REIMBURSEMENT	78.01	
					VENDOR TOTAL *	78.01	
0017528 0182312-IN	00	L-3 COM MOBILE VISION INC 008424	01 03/19/2012	110-5030-421.60-75	BELT CLIPS	29.90	
					VENDOR TOTAL *	29.90	
0016626 12-10316	00	LAI, LTD 008275	01 03/19/2012	510-6052-501.50-18	RESERVOIR CL2 REPAIRS	511.24	

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0016626	00	LAI, LTD						
						VENDOR TOTAL *	511.24	
0020131	00	LEE AUTO ELMHURST						
492-57790	007834		01	03/19/2012	110-6047-512.50-16	PARTS/SUPPLIES	19.36	
492-57467	007931		01	03/19/2012	110-6047-512.50-16	AUTO/PARTS E-9	138.76	
492-57307	007932		01	03/19/2012	110-6047-512.50-16	AUTO/PARTS E-20	69.36	
492-57604	007933		01	03/19/2012	110-6047-512.50-16	TRK/PARTS PD-47	36.26	
492-57589	007934		01	03/19/2012	110-6047-512.50-16	TRK/PARTS PD-48	307.51	
492-57306	007935		01	03/19/2012	110-6047-512.50-16	TRK/PARTS PD-7	76.40	
492-57686	007936		01	03/19/2012	110-6047-512.50-16	HEADLAMP	5.84	
492-57308	007937		01	03/19/2012	110-6047-512.50-16	RETURNED MERCHANDISE	103.68-	
492-57717	007938		01	03/19/2012	110-6047-512.50-16	RETURNED MERCHANDISE	265.96-	
492-57903	007939		01	03/19/2012	110-6047-512.50-16	RETURNED MERCHANDISE	40.00-	
492-57954	008634		01	03/19/2012	110-6047-512.50-16	TRK/PARTS PD-17	97.66	
492-58445	008635		01	03/19/2012	110-6047-512.50-16	RETURNED MERCHANDISE	72.48-	
						VENDOR TOTAL *	269.03	
0006622	00	LEN'S ACE HARDWARE						
187605/1	007925		01	03/19/2012	110-6047-512.50-16	STOCK	17.99	
						VENDOR TOTAL *	17.99	
0012723	00	LEXISNEXIS						
152580520120229008638			01	03/19/2012	110-2006-413.60-98	OFFENDER INFORMATION	28.46	
103874020120229008205			01	03/19/2012	110-5030-421.30-98	MONTHLY SVC	565.38	
152580520120229008637			01	03/19/2012	530-0088-503.30-09	OFFENDER INFORMATION	85.35	
						VENDOR TOTAL *	679.19	
0017643	00	LIGHT BULB DEPOT						
21242745	007835		01	03/19/2012	110-6044-435.40-26	LAMPS	320.64	
21240757	007836		01	03/19/2012	110-6044-435.40-26	LAMPS	369.12	
21251153	008522		01	03/19/2012	110-6044-435.40-26	LAMPS	372.48	
						VENDOR TOTAL *	1,062.24	
0000509	00	LILJEBERG, GLEN R.						
02/17-02/29/12	007904		01	03/19/2012	110-0086-453.30-52	CATV PROF SVCS	416.00	
						VENDOR TOTAL *	416.00	
0011081	00	LINDCO EQPT SALES						
20120286-P	007876		01	03/19/2012	110-6042-433.50-16	PW-75	92.28	
						VENDOR TOTAL *	92.28	
0018018	00	MARQUARDT & BELMONTE, PC						
4847	008229		01	03/19/2012	110-0081-415.30-63	TRAFFIC PROSECUTIONS	4,402.50	
4848	008230		01	03/19/2012	110-0081-415.30-19	DUI PROSECUTIONS	4,306.05	
						VENDOR TOTAL *	8,708.55	
0004901	00	MATCO TOOLS-T & K TOOL SALES						
12111	007875		01	03/19/2012	110-6047-512.40-53	SHOP TOOLS	36.00	

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0004901	00	MATCO TOOLS-T & K TOOL SALES						
						VENDOR TOTAL *	36.00	
0007176 07142564	00	MCCANN INDUSTRIES INC 008216	01	03/19/2012	110-6047-512.50-16	PARTS/SUPPLIES	487.78	
						VENDOR TOTAL *	487.78	
0001614 3283	00	MCGUIRE, MAUREEN 008235	01	03/19/2012	110-1001-411.60-40	CITY NEWSLETTER	2,592.50	
						VENDOR TOTAL *	2,592.50	
0010883 02132012	00	MCHENRY COUNTY CLERK 008296	01	03/07/2012	110-5030-421.60-37	NOTARY FEE	CHECK #: 153381	10.00
						VENDOR TOTAL *	.00	10.00
0002941 18813368 18557462 18343080 18454192 19351745 19851118 18813322 17165027 18813131 19219813	00	MCMaster-CARR SUPPLY CO-A/P ADDRESS 008552 008525 007873 007874 008599 008597 008261 008259 008260 008262	01	03/19/2012	110-4020-422.50-01 110-5030-421.50-01 110-6042-433.50-16 110-6042-433.50-16 110-6042-433.50-16 110-6042-433.50-16 110-6047-512.50-16 510-6052-501.50-18 510-6057-502.50-08 510-6057-502.50-08 510-6057-502.40-31	DOOR SIGN BOOT SCRAPPER RETURNED MERCHANDISE PLOW WHEELS PLOW WHEELS TRK/PARTS ENG #4 BALL VALVE HOSE/CLAMPS LOWER BEARING TAPE CARTRIDGE	23.05 53.81 344.00- 334.67 502.00 14.06 63.21 26.95 58.05 72.45	
						VENDOR TOTAL *	804.25	
0000366 418605/4	00	MEL'S ACE HARDWARE 007946	01	03/19/2012	110-6043-434.50-08	EQUIP REPLACEMENT	6.63	
						VENDOR TOTAL *	6.63	
0014625 57956	00	MEL'S CAR CARE CENTER 008625	01	03/19/2012	110-6047-512.50-16	TRK/PARTS PD-4	110.00	
						VENDOR TOTAL *	110.00	
0000368 278-001479	00	METRO PARAMEDIC SERVICES, INC 008131	01	03/19/2012	110-0084-442.30-01	AMBULANCE SVC/MAR 2012	10,667.27	
						VENDOR TOTAL *	10,667.27	
0002641 FEB 2012	00	METROPOLITAN FAMILY SVCS DUPAGE 008231	01	03/19/2012	110-0083-443.60-48	SENIOR SVCS	5,539.75	
						VENDOR TOTAL *	5,539.75	
0001061 3/1/12	00	METROPOLITAN FIRE CHIEFS ASSN 007891	01	02/28/2012	110-4020-422.60-11	SYMPOSIUM REGISTRATION	CHECK #: 153376	30.00
						VENDOR TOTAL *	.00	30.00
0009371	00	MICRO CENTER A/R						

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0009371 2776355	00	MICRO CENTER 008157	A/R 01 03/19/2012	110-2008-413.40-72	CAMERA/SD CARD/CARD READ	104.96	
					VENDOR TOTAL *	104.96	
0003384 IN1263349	00	MICROFLEX 008220	01 03/19/2012	510-6057-502.40-98	SUPPLIES	251.60	
					VENDOR TOTAL *	251.60	
0016953 2012	00	MID CENTRAL WATER WORKS ASSN 007909	01 03/19/2012	110-6040-431.60-37	MEMBERSHIP	50.00	
					VENDOR TOTAL *	50.00	
0016423 04/01/2012	00	MLRP 388 CAROL LLC 008189	01 03/19/2012	110-7060-451.60-47	MONTHLY RENT/APRIL 2012	3,506.09	
					VENDOR TOTAL *	3,506.09	
0004454 04/19/2012	00	MORTON ARBORETUM 008145	01 03/19/2012	110-7060-451.60-65	SPEAKER	175.00	
					VENDOR TOTAL *	175.00	
0020172 530 EVERGREEN	00	MOSS SEWER/WATER 008181	01 03/19/2012	510-6056-502.30-67	EMERGENCY SEWER REPAIR	200.00	
					VENDOR TOTAL *	200.00	
0007257 IL10-462126	00	MOTION INDUSTRIES, INC 008293	01 03/19/2012	510-6057-502.50-08	PUMP BELTS	165.80	
					VENDOR TOTAL *	165.80	
0000378 90905051	00	MOTOROLA - COLLECTION CTR DR 008594	01 03/19/2012	110-5030-421.40-41	EARPIECE/ACOUSTIC TUBE	50.92	
					VENDOR TOTAL *	50.92	
0000392 9664	00	NCL EQPT SPECIALTIES INC 008519	01 03/19/2012	110-6041-432.40-52	PAINT	462.20	
					VENDOR TOTAL *	462.20	
0019882 26313	00	NELSON, RICK 008514	01 03/19/2012	110-0000-316.00-00	TRANSFER STAMP REFUND	427.50	
					VENDOR TOTAL *	427.50	
0011644 N304789 N303123 N304971	00	NEPTUNE TECHNOLOGY GROUP INC 007853 007854 008324	01 03/19/2012 01 03/19/2012 01 03/19/2012	510-6052-501.40-68 510-6052-501.40-68 510-6052-501.40-68	2" WATER METERS 5/8X3/4 WATER METERS WATER METERS	2,316.00 2,250.00 4,593.58	
					VENDOR TOTAL *	9,159.58	
0000395 02212012	00	NERI CONST CO INC, JOHN 007851	01 03/19/2012	510-6052-501.40-51	WATER SVC UPGRADE	800.00	
					VENDOR TOTAL *	800.00	
0016913	00	NEWCASTLE ELECTRIC, INC					

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0016913 2	00	NEWCASTLE ELECTRIC, INC 008191	01 03/19/2012	510-6057-502.80-20	GENERATOR REPLACEMENT	73,710.00	
VENDOR TOTAL *						73,710.00	
0009496 162511511-120 162511511-120 162511511-120	00	NEXTEL COMMUNICATIONS 008186 008187 008188	01 03/19/2012 01 03/19/2012 01 03/19/2012	110-6040-431.30-75 510-6050-501.30-75 510-6055-502.30-75	MONTHLY MOBILE BILL MONTHLY MOBILE BILL MONTHLY MOBILE BILL	68.01 21.76 46.24	
VENDOR TOTAL *						136.01	
0005845 54-23-78-0000 02-25-68-0000	00	NICOR GAS 5008463 0008464	01 03/19/2012 01 03/19/2012	110-4020-422.30-29 110-6046-418.30-29	MONTHLY GAS MONTHLY GAS	653.21 332.53	
VENDOR TOTAL *						985.74	
0020320 JAN-DEC 2011 JAN-DEC 2011	00	NIKOLIC, BRANISLAVA 008281 008282	01 03/19/2012 01 03/19/2012	110-0000-313.03-03 110-0000-313.01-01	UTILITY TAX REBATE UTILITY TAX REBATE	6.74 4.39	
VENDOR TOTAL *						11.13	
0018147 GM00040673 GM00040673	00	NOVAPRO RISK SOLUTIONS, LP 008246 008247	01 03/19/2012 01 03/19/2012	110-0082-416.60-28 110-0082-416.60-02	CLAIM FEES CLAIM FEES	840.00 360.00	
VENDOR TOTAL *						1,200.00	
0007611 AT12-05150	00	NUTILE, EVAN A 007863	01 03/19/2012	110-0000-115.07-02		500.00	
VENDOR TOTAL *						500.00	
0020315 372 MITCHELL	00	O'BRIEN, JOHN 008171	01 03/19/2012	510-6056-502.30-90	SEWER LINE REIMBURSEMENT	2,000.00	
VENDOR TOTAL *						2,000.00	
0002228 0050011-IN 0049771-IN 0049889-IN 0049770-IN 0050221-IN	00	O'HERRON CO INC, RAY - LOMBARD 008192 008193 008194 008195 008421	01 03/19/2012 01 03/19/2012 01 03/19/2012 01 03/19/2012 01 03/19/2012	110-5030-421.40-98 110-5030-421.40-31 110-5030-421.40-11 110-5030-421.40-11 110-5030-421.40-11	GUN CLEANING SUPPLIES PEPPER SPRAY UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORM SUPPLIES	86.55 155.40 33.95 792.05 173.90	
VENDOR TOTAL *						1,241.85	
0008640 599383048001 600546401001	00	OFFICE DEPOT 008214 008516	01 03/19/2012 01 03/19/2012	110-2006-413.40-33 110-2006-413.40-33	SUPPLIES SUPPLIES	168.23 82.06	
VENDOR TOTAL *						250.29	
0019461 02/23-03/08/12 02/23-03/08/12	00	OHLER, MARY 008253 008254	01 03/19/2012 01 03/19/2012	110-2008-413.60-11 110-2008-413.60-11	PETTY CASH REIMBURSEMENT PETTY CASH REIMBURSEMENT	12.25 3.40	

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0019461 02/23-03/08/12	00 008255	OHLER, MARY	01	03/19/2012	510-6050-501.60-11	PETTY CASH REIMBURSEMENT	20.00	
						VENDOR TOTAL *	35.65	
0000415 INV2146667 INV2160259	00 008226 008273	ORR SAFETY CORP	01	03/19/2012	110-4020-422.50-08	OXYGEN SENSOR/GAS	425.00	
			01	03/19/2012	510-6056-502.50-10	GAS DETECTOR REPAIR	557.50	
						VENDOR TOTAL *	982.50	
0006695 56235	00 008208	OTTOSEN BRITZ KELLY COOPER &	01	03/19/2012	110-0081-415.30-32	PROFESSIONAL SVS	76.00	
						VENDOR TOTAL *	76.00	
0004503 25956S01 27466S01 34291S01	00 008288 008289 008290	PADDOCK PUBLICATIONS, INC	01	03/07/2012	110-0094-454.60-45	ADS & HOSPITALITY/EVENT	CHECK #: 153378	2,005.00
			01	03/07/2012	110-0094-454.60-45	ADS & HOSPITALITY/EVENT	CHECK #: 153378	425.00
			01	03/07/2012	110-0094-454.60-45	ADS & HOSPITALITY/EVENT	CHECK #: 153378	995.00
						VENDOR TOTAL *	.00	3,425.00
0004957 11/15-2/23 11/15-2/23 11/15-2/23 11/15-2/23	00 007887 007888 007889 007890	PANICO, DOMINIC - PETTY CASH	01	02/28/2012	110-5030-421.60-08	PETTY CASH REIMBURSEMENT	CHECK #: 153375	31.57
			01	02/28/2012	110-5030-421.60-11	PETTY CASH REIMBURSEMENT	CHECK #: 153375	115.00
			01	02/28/2012	110-5030-421.60-24	PETTY CASH REIMBURSEMENT	CHECK #: 153375	13.38
			01	02/28/2012	110-5030-421.60-98	PETTY CASH REIMBURSEMENT	CHECK #: 153375	30.00
						VENDOR TOTAL *	.00	189.95
0008717 170363 170519 170545	00 007871 008591 008592	PAT KEAN'S FRIENDLY FORD	01	03/19/2012	110-6047-512.50-16	E-20	180.61	
			01	03/19/2012	110-6047-512.50-16	AUTO/PARTS E-30	21.53	
			01	03/19/2012	110-6047-512.50-16	TRK/PARTS PD-17	836.95	
						VENDOR TOTAL *	1,039.09	
0000419 P60C0223214	00 008593	PATTEN INDUSTRIES INC #774539	01	03/19/2012	110-6047-512.50-16	TRK/PARTS PW198	619.21	
						VENDOR TOTAL *	619.21	
0018798 3620	00 008590	PIONEER TIRE REPAIR	01	03/19/2012	110-6047-512.50-20	TIRE SUPPLIES	138.02	
						VENDOR TOTAL *	138.02	
0019416 389622 339766	00 007947 007969	PITNEY BOWES INC - PITTSBURGH	01	03/19/2012	110-2006-413.40-33	POSTAGE METER RENTAL	255.00	
			01	03/19/2012	110-2006-413.40-33	INK CARTRIDGES/METER TAPE	203.97	
						VENDOR TOTAL *	458.97	
0013510 709874	00 008270	POLYDYNE, INC	01	03/19/2012	510-6057-502.40-09	CHEMICALS	5,400.00	
						VENDOR TOTAL *	5,400.00	
0000437	00	PORTER PIPE & SUPPLY CO						

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0000437	00	PORTER PIPE & SUPPLY CO						
10591369-00	008555		01	03/19/2012	530-0088-503.50-14	SPRINKLER SYSTEM REPAIR	44.88	
10591554-00	008556		01	03/19/2012	530-0088-503.50-14	SPRINKLER SYSTEM REPAIR	23.84	
10591369-01	008557		01	03/19/2012	530-0088-503.50-14	SPRINKLER SYSTEM REPAIR	63.58	
						VENDOR TOTAL *	132.30	
0013302	00	PRECISION CONTROL SYSTEMS OF						
18944	008554		01	03/19/2012	110-5030-421.30-98	MONTHLY MAINT FEE	284.00	
						VENDOR TOTAL *	284.00	
0016490	00	PRIMUS ELECTRONICS						
505844	007869		01	03/19/2012	110-6041-432.80-07	PW-31 & 94 ANTENNAS	34.32	
						VENDOR TOTAL *	34.32	
0019831	00	PRO-FIRE SALES & SERVICE INC						
506	008224		01	03/19/2012	110-4020-422.40-62	NAME TAG	22.00	
						VENDOR TOTAL *	22.00	
0018759	00	QUICK LANE TIRE & AUTO CENTER						
D47652	007872		01	03/19/2012	110-6047-512.50-02	E-14	383.85	
						VENDOR TOTAL *	383.85	
0010820	00	RADABAUGH, MARK						
02/17-02/29/12	007896		01	03/19/2012	110-0086-453.30-52	CATV PROF SVCS	60.00	
						VENDOR TOTAL *	60.00	
0020130	00	RAINBOW FARMS ENTERPRISES						
29133	008499		01	03/19/2012	110-6043-434.30-78	WOODCHIPS DISPOSAL	1,200.00	
						VENDOR TOTAL *	1,200.00	
0004402	00	REGIONAL TRUCK EQPT CO						
177154	007868		01	03/19/2012	110-6042-433.50-16	PW-78 STOCK	299.63	
						VENDOR TOTAL *	299.63	
0005687	00	ROESCH FORD						
16767	007940		01	03/19/2012	110-6047-512.50-16	TRK/PARTS PW105	50.83	
16604	007941		01	03/19/2012	110-6047-512.50-16	AUTO/PARTS E-2	8.70	
16523	007942		01	03/19/2012	110-6047-512.50-16	AUTO/PARTS E-3	53.63	
16680	007943		01	03/19/2012	110-6047-512.50-16	STOCK	76.98	
16195	008627		01	03/19/2012	110-6047-512.50-16	TRK/PARTS PD-17	151.78	
16771	008628		01	03/19/2012	110-6047-512.50-16	TRK/PARTS PD-9,PD-28	63.47	
16780	008629		01	03/19/2012	110-6047-512.50-16	TRK/PARTS PD-6	199.06	
16945	008630		01	03/19/2012	110-6047-512.50-16	TRK/PARTS PD-20	34.39	
						VENDOR TOTAL *	638.84	
0019609	00	RYAN, RICHARD J, ATTORNEY AT LAW						
02/28/2012	007913		01	03/19/2012	110-0081-415.30-36	PROFESSIONAL SVCS	1,137.50	
						VENDOR TOTAL *	1,137.50	
0020259	00	SCHEIBACH, MICHAEL, PHD						

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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0020259	00	SCHEIBACH, MICHAEL, PHD						
02/23/2012	008147		01	03/19/2012	110-7060-451.60-65	EXPENSE REIMBURSEMENT	364.96	
						VENDOR TOTAL *	364.96	
0010169	00	SEAWAY SUPPLY						
80062	008210		01	03/19/2012	110-6046-418.40-24	SUPPLIES	391.20	
80196	008520		01	03/19/2012	110-6046-418.40-24	SUPPLIES	321.00	
						VENDOR TOTAL *	712.20	
0000199	00	SIEMENS INDUSTRY - PALATINE						
900616142	008310		01	03/19/2012	510-6057-502.50-08	PUMP REPAIR	966.00	
						VENDOR TOTAL *	966.00	
0020276	00	SILTMASER						
5178	008271		01	03/19/2012	510-6057-502.50-01	SILT FENCE	660.00	
						VENDOR TOTAL *	660.00	
0018176	00	SPIROFF & GOSSELAR, LTD						
58010M	008190		01	03/19/2012	110-0081-415.30-36	PROFESSIONAL SVCS	153.00	
						VENDOR TOTAL *	153.00	
0000740	00	STANDARD EQPT CO						
U54619	008249		01	03/19/2012	110-6041-432.80-07	ELGIN PELICAN SWEEPER	161,460.00	
C72277	008509		01	03/19/2012	110-6047-512.50-16	TRK/PARTS PW110	588.28	
C72139	008572		01	03/19/2012	110-6047-512.50-16	TRK/PARTS PW110	13.33	
C72174	008574		01	03/19/2012	110-6047-512.50-16	TRK/PARTS PW110	56.64	
C72213	008577		01	03/19/2012	110-6047-512.50-16	TRK/PARTS PW110	17.99	
C72173	008578		01	03/19/2012	110-6047-512.50-16	TRK/PARTS PW110	348.84	
C72258	008580		01	03/19/2012	110-6047-512.50-16	TRK/PARTS PW110	465.82	
C72367	008581		01	03/19/2012	110-6047-512.50-16	TRK/PARTS PW91	349.21	
						VENDOR TOTAL *	163,300.11	
0006770	00	STI-CO INDUSTRIES INC						
0000112715	008506		01	03/19/2012	110-6041-432.80-07	TRK/PARTS PW31,PW49	33.39	
0000112792	008508		01	03/19/2012	110-6047-512.50-16	ANTENNA MASTS REPLACEMENT	94.85	
0000112715	008507		01	03/19/2012	510-6052-501.80-07	TRK/PARTS PW31,PW49	33.40	
						VENDOR TOTAL *	161.64	
0020318	00	STONE PARK FIRE DEPT						
12-002	008228		01	03/19/2012	110-2007-413.20-09	TRAINING CLASS	300.00	
						VENDOR TOTAL *	300.00	
0000503	00	STREICH & SONS INC, P R						
IN000036328	007870		01	03/19/2012	110-6047-512.50-02	SHOP REPAIRS	653.50	
						VENDOR TOTAL *	653.50	
0008443	00	STREICHER'S						
I908543	008196		01	03/19/2012	110-5030-421.40-11	UNIFORM SUPPLIES	286.87	
						VENDOR TOTAL *	286.87	
0008228	00	SUBURBAN LABORATORIES INC						

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0008228	00	SUBURBAN LABORATORIES INC						
15991	008276		01	03/19/2012	510-6051-501.30-33	LAB TESTING	228.00	
16364	008312		01	03/19/2012	510-6051-501.30-33	LAB TESTING	512.00	
16175	008277		01	03/19/2012	510-6057-502.30-33	LAB TESTING	549.00	
16330	008313		01	03/19/2012	510-6057-502.30-33	LAB TESTING	432.00	
VENDOR TOTAL *							1,721.00	
0002854	00	SUNRISE COMMUNICATIONS, INC						
2433	007970		01	03/19/2012	110-0086-453.30-52	DVD DUPLICATION	35.00	
VENDOR TOTAL *							35.00	
0019341	00	SYLVIA'S FLOWERS, INC						
04178154	008237		01	03/19/2012	110-2007-413.60-23	FLOWER ARRANGEMENT	70.99	
VENDOR TOTAL *							70.99	
0000523	00	TERMINAL SUPPLY CO						
21640-00	007980		01	03/19/2012	110-6041-432.40-98	SUPPLIES	26.67	
21640-00	007981		01	03/19/2012	110-6043-434.40-98	SUPPLIES	26.67	
21640-00	007982		01	03/19/2012	110-6044-435.40-98	SUPPLIES	26.67	
21640-00	007983		01	03/19/2012	110-6046-418.40-98	SUPPLIES	26.67	
21640-00	007984		01	03/19/2012	110-6047-512.40-98	SUPPLIES	26.68	
21640-00	007985		01	03/19/2012	510-6052-501.40-98	SUPPLIES	26.68	
21640-00	007986		01	03/19/2012	510-6057-502.40-98	SUPPLIES	26.68	
VENDOR TOTAL *							186.72	
0000525	00	TERRACE SUPPLY CO						
70068446	008505		01	03/19/2012	110-6047-512.50-16	TRK/PARTS PW110	60.90	
VENDOR TOTAL *							60.90	
0008999	00	THIRD MILLENNIUM ASSOCS, INC						
14385	008515		01	03/19/2012	110-6040-431.40-65	VEHICLE STICKER RENEWAL/	14,603.68	
VENDOR TOTAL *							14,603.68	
0000533	00	TRAFFIC CONTROL & PROTECTION						
72058	008265		01	03/19/2012	110-6041-432.40-52	ALUMINUM BLANKS	300.99	
VENDOR TOTAL *							300.99	
0000535	00	TRANS UNION LLC						
02200910	008416		01	03/19/2012	110-5030-421.30-98	CREDIT BUREAU SVCS	45.00	
02200915	008417		01	03/19/2012	110-5030-421.30-98	CREDIT BUREAU SVCS	51.39	
VENDOR TOTAL *							96.39	
0017891	00	TRANSCHICAGO TRUCK GROUP (ELMHURST)						
1221354	008613		01	03/19/2012	110-6047-512.50-16	TRK/PARTS PW64	1,202.33	
1221354	008614		01	03/19/2012	110-6047-512.50-16	PW64 CORE CREDIT	500.00-	
VENDOR TOTAL *							702.33	
0005044	00	TRANSYSTEMS CORP						
INV-0002240223	008250		01	03/19/2012	110-6048-513.80-25	PROF ENG SVCS	1,170.80	

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0005044	00	TRANSYSTEMS CORP						
						VENDOR TOTAL *	1,170.80	
0000536	00	TREE TOWNS REPROGRAPHICS, INC						
0000172691	008476		01	03/19/2012	110-7060-451.30-52	BOARD PRINT	43.50	
0000172692	008477		01	03/19/2012	110-7060-451.40-98	BOARD PRINT	20.70	
0000172454	008478		01	03/19/2012	110-7060-451.30-52	POSTERS	40.00	
						VENDOR TOTAL *	104.20	
0019534	00	UNIFIRST CORP						
081 0778615	007972		01	03/19/2012	110-6041-432.40-62	UNIFORM SUPPLIES	122.60	
081 0778615	007973		01	03/19/2012	510-6052-501.40-62	UNIFORM SUPPLIES	122.61	
						VENDOR TOTAL *	245.21	
0002337	00	UNION PACIFIC RAILROAD CO-OMAHA						
194-88	008305		01	03/19/2012	530-0088-503.30-59	PARKING LOT LEASE	2,276.91	
						VENDOR TOTAL *	2,276.91	
0003709	00	UNIQUE PRODUCTS & SERV CORP						
236264	008167		01	03/19/2012	110-6046-418.40-24	SUPPLIES	379.50	
235243	006918		01	02/21/2012	110-6047-512.40-98	RETURNED MERCHANDISE	1.03-	
						VENDOR TOTAL *	378.47	
0011540	00	UNITED STATES POSTAL SVC-CUSTOMERSV						
ADS215R	008258		01	03/19/2012	110-1001-411.30-49	MAILING ROUTES SUBSCRIPTI	85.00	
						VENDOR TOTAL *	85.00	
0006266	00	UNTOUCHABLE AUTO WASH						
FEB 2012	008174		01	03/19/2012	110-6047-512.50-16	CAR WASHES	264.00	
						VENDOR TOTAL *	264.00	
0017465	00	UPS SHIPPER 5A30E3						
00005A30E3072	007839		01	03/19/2012	110-4020-422.30-49	POSTAGE	12.77	
00005A30E3082	008168		01	03/19/2012	110-4020-422.30-49	SHIPPING FEES	12.18	
00005A30E3092	008318		01	03/19/2012	110-4020-422.30-49	SHIPPING FEES	5.90	
00005A30E3072	007840		01	03/19/2012	110-5030-421.30-49	POSTAGE	8.43	
00005A30E3082	008169		01	03/19/2012	110-5030-421.30-49	SHIPPING FEES	7.85	
00005A30E3072	007841		01	03/19/2012	110-6040-431.30-49	POSTAGE	5.90	
00005A30E3072	007843		01	03/19/2012	110-6044-435.40-98	POSTAGE	9.43	
00005A30E3092	008319		01	03/19/2012	110-6044-435.40-98	SHIPPING FEES	9.43	
00005A30E3082	008170		01	03/19/2012	110-6047-512.40-98	SHIPPING FEES	5.90	
00005A30E3092	008320		01	03/19/2012	110-6047-512.40-98	SHIPPING FEES	7.91	
00005A30E3072	007842		01	03/19/2012	110-7060-451.30-49	POSTAGE	19.02	
						VENDOR TOTAL *	104.72	
0000550	00	URICK, EUGENIE						
02/17-02/29/12	007906		01	03/19/2012	110-0086-453.30-52	CATV PROF SVCS	1,007.50	
						VENDOR TOTAL *	1,007.50	
0005793	00	USA BLUEBOOK						

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0005793 604609 607802	00	USA BLUEBOOK 008298 008311	01	03/19/2012 03/19/2012	510-6056-502.50-11 510-6057-502.50-08	CONTROLS REPAIR SLUDGE JUDGE REPLACEMENT	112.93 170.16	
VENDOR TOTAL *							283.09	
0016782 V2437123B	00	USA MOBILITY WIRELESS, INC 007861	01	03/19/2012	110-5030-421.30-75	2 PAGERS	27.76	
VENDOR TOTAL *							27.76	
0000555 FEB 2012 FEB 2012 FEB 2012 FEB 2012	00	VAN SLYKE, JR, CHARLES R 008510 008512 008511 008513	01	03/19/2012 03/19/2012 03/19/2012 03/19/2012	110-3015-414.30-12 110-3015-414.30-52 310-0089-461.30-52 320-0090-462.30-52	COMMUNITY PROPERTY PLANNI POTENTIAL NORTH YORK ST TIF I TIF II	4,275.00 775.00 2,075.00 300.00	
VENDOR TOTAL *							7,425.00	
0000560 01788382	00	VILLA PARK ELECTRICAL SUPPLY 008553	01	03/19/2012	110-6046-418.50-01	GARGAGE DOOR PUSH BUTTONS	60.00	
VENDOR TOTAL *							60.00	
0014891 222786/2 222785/2 222805/2	00	VILLA PARK HARDWARE 008279 008280 008278	01	03/19/2012 03/19/2012 03/19/2012	510-6052-501.50-18 510-6052-501.50-18 510-6057-502.50-08	RESERVOIR SAMPLING LINES RESERVOIR SAMPLING LINES PUMP REPAIR	2.74 2.54 1.54	
VENDOR TOTAL *							6.82	
0001178 40252	00	VILLA PARK OFFICE EQPT 007846	01	03/19/2012	110-6043-434.40-98	OFFICE CHAIR	259.00	
VENDOR TOTAL *							259.00	
0001317 1689485	00	WEF MEMBERSHIP 008151	01	03/19/2012	510-6050-501.60-37	MEMBERSHIP	113.00	
VENDOR TOTAL *							113.00	
0015717 411465 411640	00	WENTWORTH TIRE-BENSENVILLE 007867 008504	01	03/19/2012 03/19/2012	110-6047-512.50-20 110-6047-512.50-20	STOCK TIRE DISPOSAL	493.53 12.00	
VENDOR TOTAL *							505.53	
0000576 126098 127318 127810 4318CM 127622 127622 127552	00	WEST SUBURBAN OP, INC. 008173 008219 008408 008409 008217 008218 008330	01	03/19/2012 03/19/2012 03/19/2012 03/19/2012 03/19/2012 03/19/2012 03/19/2012	110-0094-454.40-33 110-4020-422.40-33 110-5030-421.40-33 110-5030-421.40-33 110-6040-431.40-33 510-6050-501.40-33 510-6056-502.40-98	MAILING SEALS PEN REFILLS SUPPLIES RETURNED MERCHANDISE SUPPLIES SUPPLIES INDEX/TABS	62.94 5.49 104.26 3.99- 16.99 16.99 14.58	
VENDOR TOTAL *							217.26	
0008459	00	WESTMONT INTERIOR SUPPLY HOUSE						

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0008459	00	WESTMONT INTERIOR SUPPLY HOUSE					
W80136	008559		01 03/19/2012	510-6057-502.50-01	CEILING TILES	406.08	
W79144	008560		01 03/19/2012	510-6057-502.50-01	ROOM RENOVATION	419.69	
					VENDOR TOTAL *	825.77	
0015020	00	WHITE KNIGHT DETAIL					
4007	007866		01 03/19/2012	110-6047-512.50-02	E-2 DETAIL	90.00	
4026	008503		01 03/19/2012	110-6047-512.50-16	DETAILING SVCS/PD-30	90.00	
					VENDOR TOTAL *	180.00	
0002838	00	WHOLESALE DIRECT					
000191308	007865		01 03/19/2012	110-6047-512.50-16	STOCK	167.58	
000191750	008521		01 03/19/2012	110-6047-512.50-16	PARTS/SUPPLIES	131.03	
					VENDOR TOTAL *	298.61	
0011201	00	WILL COUNTY CLERK					
02162012	008297		01 03/07/2012	110-5030-421.60-37	NOTARY FEE		CHECK #: 153382 10.00
					VENDOR TOTAL *	.00	10.00
0009971	00	WORKSRIGHT SOFTWARE INC					
500072	008155		01 03/19/2012	110-2008-413.50-23	SOFTWARE RENEWAL	2,400.00	
					VENDOR TOTAL *	2,400.00	
0010931	00	WORLD FUEL SERVICES					
464017	008223		01 03/19/2012	110-6047-512.40-18	DIESEL FUEL	26,898.26	
					VENDOR TOTAL *	26,898.26	
0020319	00	XYLEM WATER SOLUTIONS USA, INC					
07673915	008272		01 03/19/2012	510-6056-502.50-11	PUMP REPAIR	846.53	
					VENDOR TOTAL *	846.53	
0000582	00	ZENGER'S INDUSTRIAL SUPPLY					
1278054-1	007864		01 03/19/2012	110-6047-512.50-16	STOCK	3.57	
1278310-1	008327		01 03/19/2012	510-6052-501.40-98	BATTERIES REPLACEMENT	300.00	
					VENDOR TOTAL *	303.57	
0000585	00	ZIEBELL WATER SERVICE PRODUCTS					
215456-000	008517		01 03/19/2012	510-6052-501.40-67	COUPLING/WASHER	660.00	
215455-000	008530		01 03/19/2012	510-6052-501.50-12	MAINS	437.95	
					VENDOR TOTAL *	1,097.95	
0007560	00	ZIELINSKI, ELAINE					
JAN-DEC 2011	007954		01 03/19/2012	110-0000-313.03-03	UTILITY TAX REBATE	11.77	
JAN-DEC 2011	007955		01 03/19/2012	110-0000-313.01-01	UTILITY TAX REBATE	10.21	
JAN-DEC 2011	007956		01 03/19/2012	110-0000-313.02-02	UTILITY TAX REBATE	7.81	
					VENDOR TOTAL *	29.79	
					HAND ISSUED TOTAL ***		18,449.31

PREPARED 03/12/2012, 13:21:22  
PROGRAM: GM339L  
CITY OF ELMHURST, ILLINOIS  
CITY

EXPENDITURE APPROVAL LIST  
AS OF: 03/19/2012 CHECK DATE: 03/22/2012

PAGE 29

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
0007560	00							
						TOTAL EXPENDITURES ****	1,902,602.46	18,449.31
						*****		1,921,051.77
					GRAND TOTAL			



# 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 13, 2012

TO: Mayor DiCianni and Members of the City Council  
RE: Bid Results, Flat Roof Replacement

In response to an invitation to bid for Flat Roof Replacement Project 12-07, the City of Elmhurst advertised in the Elmhurst Independent on Thursday, February 23, 2012. Bids were received from four contractors. All bid packages were complete.

Bids were opened at 10:00 a.m. on Tuesday, March 13, 2012 by the City Clerk. The following is a summary of the bids received:

<u>Contractor</u>	<u>Bid Amount</u>
Feze Roofing, Inc Elmhurst, IL	\$ 358,000.00
CSR Roofing Contractors, Inc Oak Park, IL	\$ 246,442.00
DCG Roofing Solutions Inc Des Plaines, IL	\$ 325,900.00
Nations Roof North LLC Waukesha, WI	\$ 242,490.00

Respectfully submitted,

*Patty Spencer*

Patty Spencer  
City Clerk

Copies To All  
Elected Officials

3/15/2012



# CITY OF ELMHURST

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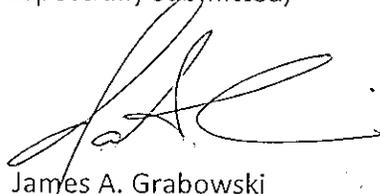
March 13, 2012

To: Mayor DiCianni and Members of the City Council

Re: 2012 Annie Ryan Fun Run

It is respectfully requested that the attached request to hold the 13<sup>th</sup> Annual Annie Ryan Fun Run be referred to the Public Affairs and Safety Committee for review and recommendation back to the City Council.

Respectfully submitted,



James A. Grabowski  
City Manager

Copies To All  
Elected Officials  
03/15/2012

REC. mon 2/27/12

ANNIE RYAN FUN RUN  
Post Office Box 478  
Elmhurst, Illinois 60126  
(630) 834-4655

---

February 22, 2012

ELMHURST POLICE DEPARTMENT  
125 E. First Street  
Elmhurst, Illinois 60126

**RE: 2012 ANNIE RYAN FUN RUN**

To Whom It May Concern:

On Sunday, May 20, 2012, we are staging our 13<sup>th</sup> Annual Annie Ryan Fun Run.

This letter is my request for a Parade Permit. I am also requesting Traffic Control at the following intersections for the estimated times shown:

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

With your permission, part of the race will be run on South Street, Poplar, Crescent, Cedar and Electric Avenue.

We are also requesting a squad car lead the race along South Street (only). The race will begin promptly at 9:00 a.m. and the times requested for traffic control are an estimate for runners/walkers arrival at these intersections.

Thank you for your continued cooperation and please let me know if you anticipate any problems with these arrangements or need anything further in this regard.

Sincerely,

*Marie Ryan*

Marie Ryan  
Annie Ryan Fun Run Committee



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MAYOR  
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DAVID DYER  
CITY TREASURER  
JAMES A. GRABOWSKI  
CITY MANAGER

March 12, 2012

TO: Mayor DiCianni and Members of the City Council

RE: Salt Purchase Amount for the 2012-13 Winter Season

The City contracts for rock salt through the Illinois Department of Central Management Services (CMS) Joint Purchase program. The State Joint Purchase contract provides delivery guarantees, quality assurance, and pricing that the City could not achieve by contracting on its own. Under the terms of the 2012-2013 Joint Purchase contract the City must submit its rock salt requirement to the State by March, 30, 2012. The City will be notified of the supplier selected and bid price after a contract is awarded.

The amount of salt that the City needs each winter can vary considerably. The seasonal snowfall totals and the City's salt purchases for the past five years are listed below:

Season	Total Snowfall (inches)	Salt Purchased (tons)
2006/07	35.6	3,224
2007/08	60	4,045
2008/09	53	3,684
2009/10	54	4,115
2010/11	57	4,833

The 2011/12 winter season has been unusually mild with only 19.6 total inches of snowfall. The average daily temperatures at O'Hare this winter have been the warmest since observations began at O'Hare in 1959. The City has used only 2,300 tons of salt. If no additional snow falls, the City will begin next season with about 2,600 tons of salt on hand. The City can only store about 1,600 tons of salt in our salt shed. The remaining salt will be stored under tarps in the parking lot behind the Public Works Facility.

The Staff recommends submitting an order for 2,700 tons of salt for the 2012-2013 fiscal year. The City will be required to purchase a minimum of 2,160 tons, (80%), and will be allowed to purchase up to 3,240 tons (120%).

cc: P.W. and  
Bldg. Comm.

3-08-12

Copies To All  
Elected Officials

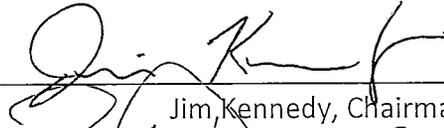
3-15-12

TO: Mayor DiCianni and Members of the City Council  
RE: Salt Purchase Amount for the 2012-13 Winter Season  
Page 2

Funds for salt are allocated in the FY2011/12 budget in the amounts of \$147,000 in account number 110-6042-433-40-46 in the General Fund, and \$188,000 in account number 250-6042-433-40-46 in the Motor Fuel Tax Fund. At the current purchase price of \$66.28, \$143,165 would be required to purchase the minimum 2,160 tons and \$214,747 would be required to purchase the maximum 3,240 tons.

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 MANAGER

March 12, 2012

TO: Mayor DiCianni and Members of the City Council

RE: Wastewater Treatment Plant Sludge Storage Pad Roof – Planning and Design

On Monday, March 12, 2012 the Public Works and Buildings Committee met to discuss a proposed amendment to the existing agreement between Baxter & Woodman and the City for planning and design services for the City of Elmhurst Wastewater Treatment Facility Sludge Storage Pad Roof.

The City is currently under contract with Baxter Woodman Consulting Engineers for engineering services to design a new 500,000 gallon anaerobic digester for the Wastewater Treatment Plant (WWTP). Design and construction of this project was approved in the FY 2010/11 budget and included the construction of a new dry sludge storage building.

On August 25, 2011, state legislation was passed with an immediate effect on the land application method in which the treatment plant disposes of biosolids. Public Act 097-0551 increases the time that the facility must store the byproduct at the treatment plant during the winter months by 60 calendar days from November 15 through March 1. The net effect is that the new building design is inadequate.

This leaves the City of Elmhurst with three options:

1. Continue with the current design (\$200,000 to \$250,000 to build) and landfill excess sludge at \$25,000 per month (possibly three months)
2. Use a landfill at a fixed disposal cost of \$25,000 per month (five to eight months)
3. Add a fixed roof over the previously-constructed storage pad (\$500,000 to \$625,000)

The City of Elmhurst approved and constructed the concrete sludge storage pad in the mid-1990s. The proposed Sludge Storage Pad Roofing project would cover the existing 100' x 150' storage pad and enclose the building on three sides. Roughly 2,400 cubic yards of processed biosolids can be stored on the pad prior to land application.

Baxter Woodman has supplied a proposed amendment to the existing agreement to do this design. As Baxter & Woodman is intimately familiar with the WWTP and the ongoing digester project, City staff is recommending accepting the proposal from Baxter Woodman. Baxter Woodman is holding its hourly rates from the digester design project. In addition, by keeping this design work as an amendment to the existing contract, the cost is covered by the IEPA loan program which has an interest rate of 2.25%. The planning and design services fees will not exceed \$27,000.

Copies To All  
Elected Officials

3-15-12

cc: P.W. and  
Bldg. Comm.

3-08-12

Page 2

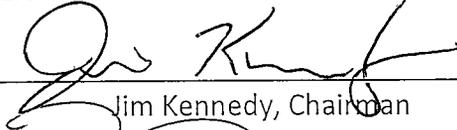
TO: Mayor DiCianni and Members of the City Council

RE: Wastewater Treatment Plant Sludge Storage Pad Roof – Planning and Design

Monies for this work are to be used from the FY 2011/2012 Budget account number 510-6057-502.80-20.

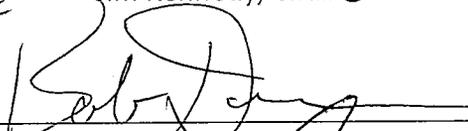
It is, therefore, the recommendation of the Public Works and Buildings Committee that the planning and design services contract as outlined above for the Wastewater Treatment Facility be accepted and that the City Attorney be authorized to prepare resolutions for the contract.

Respectfully submitted,  
PUBLIC WORKS AND BUILDINGS COMMITTEE



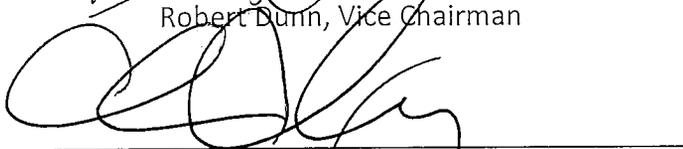
---

Jim Kennedy, Chairman



---

Robert Dunn, Vice Chairman



---

Chris Healy



---

Diane Gutenkauf

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

---

***ENGINEERING SERVICES AGREEMENT  
AMENDMENT NO. 3***

***SLUDGE STORAGE PAD BUILDING  
PLANNING AND DESIGN***

---

*THIS AGREEMENT AMENDMENT* is made this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Elmhurst, Illinois, hereinafter referred to as the CITY, and Baxter & Woodman, Inc., Consulting Engineers, hereinafter referred to as the ENGINEER for the purpose of amending the Engineering Services Agreement between these parties dated October 5, 2009, amended on August 21, 2010 and April 21, 2011 hereinafter referred to as the AGREEMENT, to include the design and specification of a pre-engineered Sludge Storage Pad Building.

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

*PAGE 3* of the AGREEMENT is hereby amended by adding the following paragraph after the first paragraph:

- “5. Sludge Storage Pad Building:
- A. Design foundation modifications for construction of three-sided pre-engineered metal building on the existing sludge pad walls.
  - B. Prepare drawings and technical performance specification for pre-engineered metal building for incorporation by change order under the Anaerobic Digester Improvements project contract.”

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

"The ENGINEER shall receive, as full payment for completing all services required of the ENGINEER related to the design and specification of the pre-engineered metal masonry sludge storage building under this AMENDMENT NO. 3, the sum of Twenty-Seven Thousand Dollars (\$27,000).

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

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

**BAXTER & WOODMAN, INC.**

**CITY OF ELMHURST, ILLINOIS**

By   
Vice President/COO

By \_\_\_\_\_  
Peter DiCianni, Mayor

February 3, 2012  
Date of Signature

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

(SEAL)

ATTEST:

ATTEST:

  
Deputy Secretary

\_\_\_\_\_  
Clerk

Attachment

\\corp.baxwood.com\Projects\Crystal Lake\ELMHC\110749-WWTP Sludge\Contract\ESA  
AMENDMENT 3 020312.docx



CITY OF ELMHURST, ILLINOIS  
 SLUDGE STORAGE PAD BUILDING  
 PLANNING AND DESIGN

BAXTER & WOODMAN, INC.  
 2012 BILLING RATES AND EXPENSE ITEMS  
 FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	HOURLY BILLING RATES
Principal	\$165 to \$190
Senior Engineer	\$120 to \$185
Construction Manager, Sr.	\$100 to \$160
Resident Project Representative, Sr.	\$98 to \$150
Engineer	\$90 to \$130
Environmental Specialist	\$135 to \$135
Designer	\$100 to \$130
Water/Wastewater Operations	\$105 to \$125
Construction Manager	\$95 to \$110
Resident Project Representative	\$85 to \$110
Staff Engineer	\$75 to \$105
CADD Operator	\$90 to \$100
Surveyor/Technician	\$75 to \$95
Administrative Assistant	\$72 to \$73
Secretary	\$60 to \$60
Technician	\$68 to \$98

Hourly Billing Rates include direct labor and indirect overhead expenses, readiness to serve, and profit, and are for 8 hours/day and 40 hours/week regularly scheduled work hours.

Mileage Charges – As set by the U.S. Internal Revenue Service.

All-Terrain Vehicle usage is \$40/hour.

Savannah Rain Logger usage is \$10/day.

Traffic Counters \$50/day.



# CITY OF ELMHURST

209 NORTH YORK STREET  
ELMHURST, ILLINOIS 60126-2759

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www.elmhurst.org

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

March 12, 2012

TO: Mayor DiCianni and Members of the City Council

RE: Allied Waste Annual Contract Rate Adjustment

The Public Works and Buildings Committee met on March 12, 2012 to discuss the Allied Waste contract and the annual rate adjustment for the monthly service charges.

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

Internal costs for the street sweeping of leaves (\$42,100), administrative salary costs (\$93,206) and additional rubbish related service costs are allocated to the refuse and recycling program expenses. These costs are accounted for in the monthly rate adjustments.

The Committee also considered the possibility of including a standard \$75,000 storm cleanup in the administrative cost to be recouped via the monthly rates and/or sticker fees. Based on discussion, the Committee felt it would be best to have the normal costs incorporated into the monthly rates the City charges residents for service, however the Committee chose not to incorporate the \$75,000 cost for storm damage. Schedule A (attached) indicates the normal administrative costs which need to be recouped.

Thus the rate for a 33 gallon garbage receptacle will go from \$14.65 to \$15.16 per month. And the rate for the 96-gallon toter will go from \$21.21 to \$21.95 per month. The amount charged for refuse stickers and yardwaste stickers will remain at \$2.25.

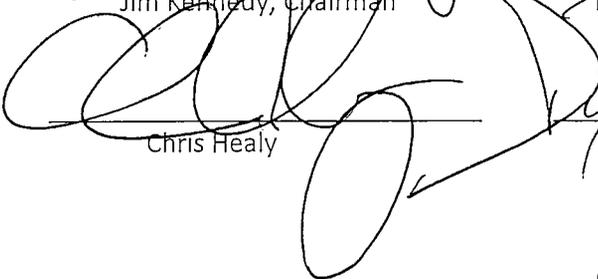
It is, therefore, the recommendation of the Public Works and Buildings Committee that the monthly rates charged for solid waste removal be adjusted as outlined above effective April 1, 2012.

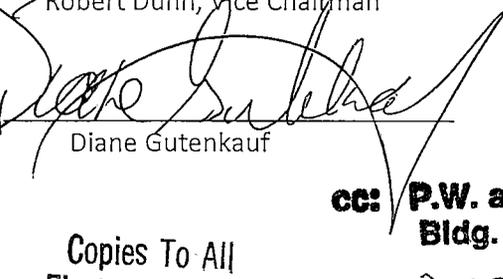
Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE

  
Jim Kennedy, Chairman

  
Robert Dunn, Vice Chairman

  
Chris Healy

  
Diane Gutenkauf

cc: P.W. and Bldg. Comm.

Copies To All Elected Officials

3-15-12

3-08-12

**Allied Waste (BFI) Rates**

	33 Gallon	Toter	Refuse Sticker	Yardwaste Sticker
2000/01	\$ 9.07	\$ 12.00	\$ 1.00	\$ 1.30
2001/02	\$ 9.34	\$ 12.36	\$ 1.03	\$ 1.33
2002/03	\$ 9.39	\$ 12.43	\$ 1.04	\$ 1.34
2003/04	\$ 9.74	\$ 12.90	\$ 1.08	\$ 1.36
2004/05	\$ 10.05	\$ 13.32	\$ 1.11	\$ 1.37
2005/06	\$ 10.65	\$ 14.62	\$ 1.28	\$ 1.55
2006/07	\$ 11.10	\$ 15.24	\$ 1.35	\$ 1.64
2007/08	\$ 11.57	\$ 15.89	\$ 1.45	\$ 1.74
2008/09	\$ 12.18	\$ 16.72	\$ 1.53	\$ 1.83
2009/10	\$ 12.76	\$ 17.52	\$ 1.60	\$ 1.92
2010/11	\$ 12.76	\$ 17.52	\$ 1.60	\$ 1.92
2011/12	\$ 13.33	\$ 18.31	\$ 1.67	\$ 2.00
2012/13	\$ 13.93	\$ 19.13	\$ 1.75	\$ 2.09

**City Billing Rates**

	33 Gallon	Toter	Refuse Sticker	Yardwaste Sticker
	\$ 9.07	\$ 12.00	\$ 1.25	\$ 1.30
	\$ 9.34	\$ 12.36	\$ 1.25	\$ 1.50
	\$ 9.81	\$ 12.98	\$ 1.25	\$ 1.50
	\$ 10.30	\$ 13.63	\$ 1.25	\$ 1.50
	\$ 10.69	\$ 14.14	\$ 1.25	\$ 1.50
	\$ 11.01	\$ 15.41	\$ 1.65	\$ 1.75
	\$ 11.66	\$ 16.33	\$ 1.65	\$ 1.75
	\$ 12.13	\$ 16.98	\$ 1.75	\$ 2.00
	\$ 12.44	\$ 17.98	\$ 2.00	\$ 2.25
	\$ 13.68	\$ 19.96	\$ 2.00	\$ 2.25
	\$ 14.03	\$ 20.76	\$ 2.25	\$ 2.25
	\$ 14.65	\$ 21.21	\$ 2.25	\$ 2.25
	\$ 15.16	\$ 21.95	\$ 2.25	\$ 2.25

**City Administration Rates**

	33 Gallon	Toter	Refuse Sticker	Yardwaste Sticker
	\$ -	\$ -	\$ 0.25	\$ -
	\$ -	\$ -	\$ 0.22	\$ 0.17
	\$ 0.42	\$ 0.55	\$ 0.21	\$ 0.16
	\$ 0.56	\$ 0.73	\$ 0.17	\$ 0.14
	\$ 0.64	\$ 0.82	\$ 0.14	\$ 0.13
	\$ 0.36	\$ 0.79	\$ 0.37	\$ 0.20
	\$ 0.56	\$ 1.09	\$ 0.30	\$ 0.11
	\$ 0.56	\$ 1.09	\$ 0.30	\$ 0.26
	\$ 0.26	\$ 1.26	\$ 0.47	\$ 0.42
	\$ 0.92	\$ 2.44	\$ 0.40	\$ 0.33
	\$ 1.27	\$ 3.24	\$ 0.65	\$ 0.33
	\$ 1.32	\$ 2.90	\$ 0.58	\$ 0.25
	\$ 1.23	\$ 2.82	\$ 0.50	\$ 0.16

Estimated Expenses To Be Recovered	Estimated 2011/12	Revised		Estimated 2012/13
		Estimated 2011/12	Estimated 2011/12	
Leaf Pickup (a)	\$ 107,700	\$ 107,700	\$ 104,700	\$ 110,800
Street Sweeping	\$ 74,500	\$ 74,500	\$ 74,500	\$ 42,100
Supplies (b)	\$ 20,000	\$ 18,000	\$ 5,000	\$ 17,500
Education Material	\$ 2,000	\$ -	\$ -	\$ -
IT Services (c)	\$ 87,940	\$ 60,000	\$ 60,000	\$ 60,000
City Services	\$ 26,400	\$ 26,400	\$ 26,400	\$ 26,400
Salaries/Benefits (d)	\$ 89,587	\$ 91,378	\$ 91,378	\$ 93,206
SUBTOTAL	\$ 408,127	\$ 377,978	\$ 361,978	\$ 350,006
Storm Pickups (e)	\$ -	\$ -	\$ 78,700	\$ -
TOTAL	\$ 408,127	\$ 377,978	\$ 440,678	\$ 350,006

- a) +5.75% hourly increase from Allied
- b) Printing/postage for flyers, recycle bins, inserter
- c) 12/13 Budget Allocation = \$73,600 (5% allocation)
- d) Equivalent to 1.1 FTE
- e) Emergency Storm Clean-up Reserve

**Rubbish Services**

	Est. 11/12 Quantities	Est. 12/13 Quantities
33 Gallon (per month)	8,023	7,989
Toter (per month)	5,232	5,266
Refuse Sticker Sales (per year)	62,500	62,500
Yardwaste Sticker Sales (per year)	125,100	125,000
<b>Est. Annual City Rev. to Cover Expenses</b>	<b>2011/12</b>	<b>2012/13</b>
33 Gallon	126,680	118,181
Toter	182,174	178,350
SUBTOTAL	\$ 308,854	\$ 296,531
Refuse Sticker Sales	\$ 36,125	\$ 31,250
Yardwaste Sticker Sales	\$ 31,275	\$ 20,000
SUBTOTAL	\$ 67,400	\$ 51,250
TOTAL	376,254	347,781

FY 2012/13 Proposed Adjustments:

- 4.5% Increase in Allied Waste Rates (All/Per Contract)
- 3.5% Increase in City Billing Rates (33G and 96G Toter)
- No Increase in Refuse and Yardwaste Stickers
- No Emergency Storm Clean-Up Reserve



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JAMES A. GRABOWSKI  
CITY MANAGER

March 12, 2012

TO: Mayor DiCianni and Members of the City Council

RE: Waste Water Treatment Plant Paving Project

The Public Works and Buildings Committee met on Monday, March 12, 2012 to review bids received for the Waste Water Treatment Plant Paving Project. The bids are summarized on Attachment "A".

The work includes the construction of a bituminous pavement and appurtenant storm water Best Management Practices at the storage area located at the north end of the Waste Water Treatment Plant.

The low bidder on this project was Chicagoland Paving Contractors of Lake Zurich. Chicagoland Paving Contractors has requested by letter (Attachment "B") to withdraw their bid for the Project. The City Attorneys have reviewed the request and found it to be in accordance with Item 10 of the Instructions to Bidders. Item 10 of the Instructions to Bidders allows the contractor to request withdrawal of their bid based on several criteria.

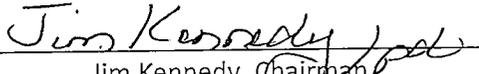
The lowest responsible bidder was Arrow Road Construction of Mount Prospect. Arrow Road Construction met all City requirements within the bid documents issued for bidding. Arrow Road Construction's bid was in the amount of \$281,972.25. Arrow Road Construction has worked for the City in the past and completed similar work for Elmhurst, and other municipalities, in a satisfactory manner.

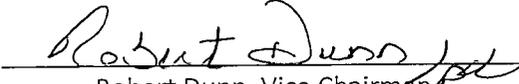
Monies have been provided in the FY 2011/12 Budget in the following amounts: \$50,000 in storm sewer cleaning account number 110-6041-432-30-84, \$40,000 in concrete street rehab account number 510-6052-501-30-11 and \$200,000 in storm water improvements/flood mitigation account number 305-0000-432-80-14; for a total of \$290,000.

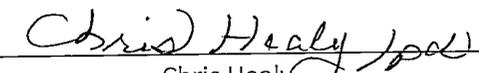
It is, therefore, the recommendation of the Public Works and Buildings Committee that the bid from Arrow Road Construction, in the amount of \$281,972.25 be accepted, and the City attorney be authorized to draft a resolution for approving a contract with Arrow Road Construction.

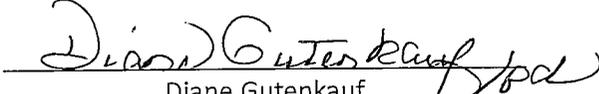
Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE

  
Jim Kennedy, Chairman

  
Robert Dunn, Vice Chairman

  
Chris Healy

  
Diane Gutenkauf

Copies To All  
Elected Officials

3-15-12

WASTE WATER TREATMENT PLANT PAVING PROJECT

ATTACHMENT "A"

<u>Contractor</u>	<u>Total Price</u>
Chicagoland Paving Contractors Lake Zurich, IL	\$236,756.25
Arrow Road Construction Mount Prospect, IL	\$281,972.25
Johnson Paving Company Arlington Heights, IL	\$296,667.00
Maneval Construction Inc. Grayslake, IL	\$315,382.65
Abbey Paving Company Inc. Aurora, IL	\$316,620.30
R. W. Dunteman Company Addison, IL	\$364,657.36
Schroeder Asphalt Services Company Huntley, IL	\$369,719.50
Matthew Paving Oaklawn, IL	\$405,489.50

**CHICAGOLAND PAVING CONTRACTORS, INC.**  
**225 TELSER ROAD**  
**LAKE ZURICH, IL 60047**  
**Tel: 847-550-9681 Fax: 847-550-9684**

March 6, 2012

City of Elmhurst  
Mr. Stan Glab  
209 N. York Street  
Elmhurst, IL 60126

**RE: City of Elmhurst**  
**Project # 12-13**  
**Waste Water Treatment Plant Paving Project**  
**February 28, 2012 Bid**

Mr. Glab,

Chicagoland Paving Contractors, Inc. would like to respectfully withdraw our bid that was submitted to the City of Elmhurst on February 28, 2012. We are requesting that the City of Elmhurst accept our withdraw of our bid Per Section 10 (Mistakes) on page 9 of the Instructions for Bidders.

The quantity for item #1 (Earth Excavation) matched the quantity for items # 26 (Non -Special Waste Disposal) and item # 27 (Special Waste Disposal) when combined. We made our unit prices reflect the excavation in pay item #1 and the disposal costs in items # 26 & #27 items as a total cost for the removal and disposal as we thought that we would be removing either Non Special Waste or Special Waste, no matter what.

**Section 10 (a)(1)** - As shown above, the items involved are Earth Excavation, Non-Special Waste Disposal, and Special Waste Disposal. The removal of materials from the site are critical in order for contract to be completed properly, as you cannot start or complete the project if the existing materials on the site are not removed. This would drastically affect the project because it could not be started or completed.

**Section 10 (a)(2)** - 1. Our bid price for Item #1 (Earth Excavation) is \$15.00 per CY. Our price should have been \$22.00 per CY. This is a difference of \$8,890.00. 2. Our bid price for Item #26 (Non -Special Waste Disposal) is \$50.00 per CY. If you include the earth excavation that we thought would be paid for separately, our price should have been \$65.00 per CY. This is a difference of \$4,770.00. 3. Our bid price for Item #27 (Special Waste Disposal) is \$10.00 per CY. If you include the earth excavation that we thought would be paid for separately, our price should have been \$25.00 per CY. This is a difference of \$14,280.00. When you add all three items that are in question together, this makes our bid off by \$27,940.00.

**Section 10 (a)(3)** - We have a very experienced bidding department and will verify, in any way that you require, that the mistake occurred notwithstanding the exercise of reasonable care by the Chicagoland Paving. We bid 450-500 projects a year and it is very rare that we make a mistake as we described above, but it was an honest mistake based on the information provided in the bid. It was simply a human error that was made based on an educated assumption after a detailed review of the quantities on the project and the information that we were provided.

**Section 10 (a)(4)** - We responded to the City of Elmhurst immediately and raised the claim of a mistake without delay in order to prevent the City of Elmhurst from altering its position in such a manner that loss to the City of Elmhurst would occur.

Chicagoland Paving Contractors, Inc. has been in the general contracting and paving business for 25 years. We are a conscientious, professional company that understands and respects the bidding process and the legalities of it. Over the years we have done projects with the Elmhurst Park District and the Elmhurst Community School District 205 and would like to continue working on future projects within the City of Elmhurst.

Thank you for your understanding and consideration regarding this matter. Please feel free to give me a call with any questions or concerns.

Respectfully,



William R. Bowes, Vice President  
Chicagoland Paving Contractors, Inc.



# 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 12, 2012

To: Mayor DiCianni and Members of the City Council

Re: **Liquor License Request: York Market d/b/a Edelweiss Market**

The Public Affairs and Safety Committee met on March 12, 2012 to discuss the liquor license request by York Market d/b/a Edelweiss Market. A representative from Edelweiss Market was present to explain their business plan and answer the Committee's questions.

Edelweiss Market will be located at 555 S. York Street 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. (A floor plan showing clear separation between two tenants is attached.)

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.

They will be seeking a "WBBS" liquor license, which will allow the sale of packaged wines and beer, as well as service of alcohol on the premises within the guidelines provided by Elmhurst Municipal Code.

Packaged wines and beer will be displayed in the southeast corner of the store. The Bier Garten featuring a seating area for patrons and a small bar will be located in the greenhouse space adjacent to the market. Plants for retail sale will be housed in this area, giving patrons the ability to enjoy the atmosphere of the beautiful greenhouse space.

Edelweiss Market will use the two existing entrances located 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.

All state and local laws and ordinances will be enforced and followed. The floor and business plans have been reviewed and the Committee agreed with all aspects of the business plan and have concurred that a Class "WBBS" liquor license which authorizes the sale of packaged wines and beer, as well as service of alcohol on the premises would be appropriate.

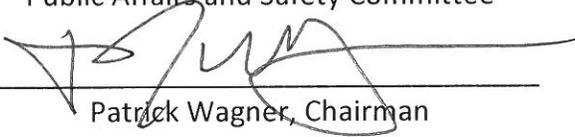
Copies To All  
Elected Officials

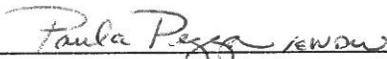
3/15/2012

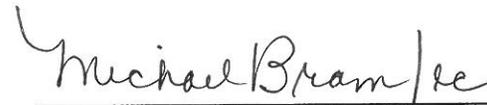
It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Attorney be authorized to prepare the appropriate ordinance to provide the availability of a Class "WBBS" liquor license for York Market d/b/a Edelweiss Market, located at 555 S. York Street.

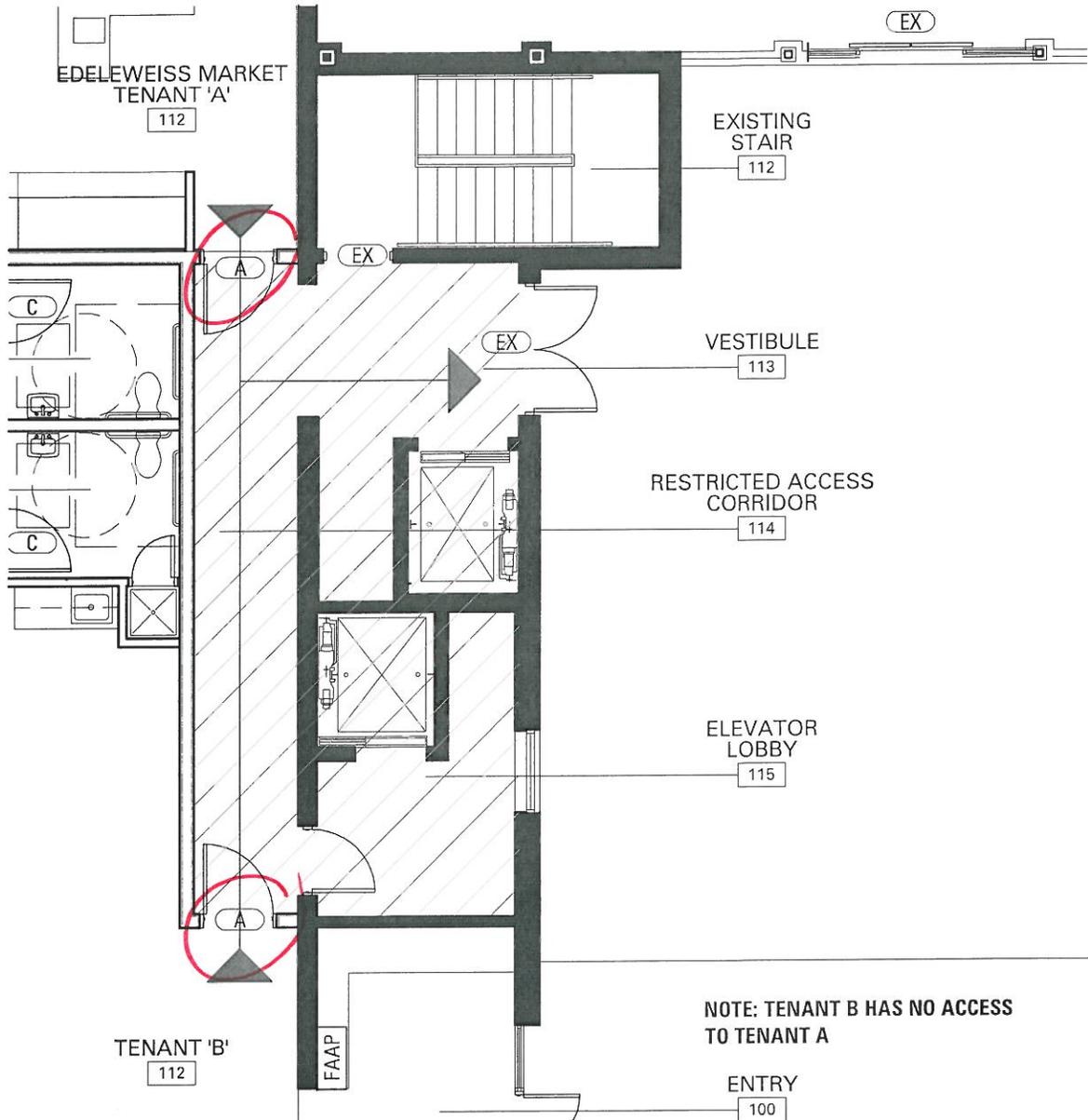
Respectfully submitted,

Public Affairs and Safety Committee

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

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

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



**A** SINGLE ENTRANCE DOOR

NEW 3'-0" X 7'-0" X 1-3/4" HOLLOW METAL FLUSH PANEL DOORS AND FRAME. PROVIDE SCHLAGE AL53PD ENTRANCE LOCK, LEVER HANDLE, HEAVY DUTY BALL-BEARING BUTT HINGES, ADAM-RITE MAXIMUM SECURITY CYLINDER LOCK, SURFACE MOUNTED CLOSER, 1/4" H. PAINT TO MATCH COLOR OF ADJACENT WALL

 HATCH INDICATES RESTRICTED ACCESS COMMON AREA

NOTE: DOORS LABELED 'A' PROVIDE ACCESS TO COMMON RESTRICTED ACCESS AREA: TENANT A MAY ACCESS COMMON AREA, TENANT B MAY ACCESS COMMON AREA. DOORS KEYED SEPERATELY, PREVENTING ACCESS FROM ONE TENANT TO THE OTHER

*AS NOTED ON DRAWINGS  
 (A) DOORS WILL HAVE  
 PANIC HARDWARE*

*3/15/12*



HAGUE ARCHITECTURE

418 CLINTON PLACE  
 RIVER FOREST, ILLINOIS  
 60305  
 T: /08 / 71 3900 - F: /08 / 71 3905

**555 S YORK ST**  
 555 S. YORK ST  
 ELMHURST, IL

SHEET TITLE NO.  
 COMMON AREA

**SK-031312-01**

COPYRIGHT 2012 HAGUE ARCHITECTURE



# 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 13, 2012

To: Mayor DiCianni and Members of the City Council

Re: Fund Balance Reporting and Definitions Policy

The Finance, Council Affairs and Administrative Services Committee met March 12, 2012, to review a proposed fund balance policy pursuant to Government Accounting Standards Board (GASB) Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*.

The objective of GASB Statement No. 54 is to enhance the usefulness of fund balance information by providing clearer fund balance classifications and by clarifying the existing governmental fund type definitions. This Statement does not change the amount of fund balance that the City reports, nor does it change the fund balance goal policy for the General Fund (25%-33% of operating expenditures). Implementation of GASB Statement No. 54 is required to comply with Generally Accepted Accounting Principles (GAAP), and the effective date is for fiscal year ending April 30, 2012. This Statement applies only to governmental funds (General, Special Revenue, Debt Service and Capital Projects Funds). The City's two Enterprise Funds (MUF and Parking) are not impacted by this Statement.

GASB Statement No. 54 created a hierarchy of fund balance classifications based primarily on the extent to which governments are bound by the constraints placed on resources reported in the funds. There are five new classifications of fund balance, defined as follows:

- Nonspendable Fund Balance – the portion of a Governmental Fund's fund balance that is not available to be spent, either short-term or long-term, in either form (e.g., inventories, prepaid items, land held for resale) or through legal restrictions (e.g., endowments).
- Restricted Fund Balance - the portion of a Governmental Fund's fund balance that is subject to external enforceable legal restrictions (e.g., grantor, contributors and property tax levies).

Copies To All  
Elected Officials  
3/15/2012

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**Statement of Purpose**

The purpose of this policy is to establish fund balance classifications that inform the financial statement user as to the extent to which the City must observe constraints imposed upon use of the resources that are reported by the governmental funds. More detailed fund balance financial reporting and the increased disclosures will aid the user of the financial statements in understanding the availability of resources for various governmental purposes.

The fund balance will be composed of five categories: 1) Nonspendable, 2) Restricted, 3) Committed, 4) Assigned, or 5) Unassigned.

**Definitions**

**Governmental Funds** – are used to account for all or most of the City’s general activities, including the collection and disbursement of earmarked monies (special revenue funds), the acquisition or construction of general capital assets (capital projects funds) and the servicing of general long-term debt (debt service funds). The General Fund is used to account for all activities of the City not accounted for in some other fund.

**Fund Balance** – the difference between assets and liabilities in a Governmental Fund.

**Nonspendable Fund Balance** – the portion of a Governmental Fund’s fund balance that is not available to be spent, either short-term or long-term, in either form (e.g., inventories, prepaid items, land held for resale) or through legal restrictions (e.g., endowments).

**Restricted Fund Balance** - the portion of a Governmental Fund’s fund balance that is subject to external enforceable legal restrictions (e.g., grantor, contributors and property tax levies).

**Committed Fund Balance** - the portion of a Governmental Fund’s fund balance with self-imposed constraints or limitations that have been placed by formal action at the highest level of decision making.

**Assigned Fund Balance** - the portion of a Governmental Fund’s fund balance to denote an intended use of resources, or for all remaining fund balance in non-General funds not categorized above.

**Unassigned Fund Balance** - available expendable financial resources in a governmental fund that are not the object of tentative management plan (i.e. assignments). (Only in the General Fund, unless negative)

**Policy**

- A. The City will spend the most restricted dollars before less restricted, in the following order:
- 1) Nonspendable (if funds become spendable),
  - 2) Restricted,
  - 3) Committed,
  - 4) Assigned,
  - 5) Unassigned
- B. The Finance Director will determine if a portion of fund balance should be assigned, which will show management’s intentions.

**Draft**

CITY OF ELMHURST, ILLINOIS  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
April 30, 2011

**Draft**

	Major Governmental Funds						Nonmajor Governmental Funds				
	General	Sales Tax Revenue Bonds 2006	Debt Service General Obligation Bonds	Redevelopment Projects	Route 83 Commercial Development Projects	Industrial Development Projects	Motor Fuel Tax	Stormwater Detention Project	Corporate Purpose Project 2009	Working Cash	Glos Mausoleum
<b>Pre - GASB 54</b>											
FUND BALANCES											
Reserved for working cash	-	-	-	-	-	-	-	-	222,863	-	
Reserved for streets	-	-	-	-	-	-	304,787	-	-	-	
Reserved for culture	-	-	-	-	-	-	-	-	-	34,199	
Reserved for redevelopment	-	-	-	805,254	24,013	651,954	-	405,070	-	-	
Reserved for capital projects	-	-	-	-	-	-	-	3,782,145	-	-	
Reserved for long-term loans	3,780,987	12,656,617	-	-	-	-	-	-	-	-	
Reserved for debt service	-	2,271,168	-	-	-	-	-	-	-	-	
Unreserved											
Designated for capital improvements	5,540,848	-	-	-	-	-	-	-	-	-	
Designated for Veteran's Memorial	2,987	-	-	-	-	-	-	-	-	-	
Undesignated for General Fund	6,267,140	-	-	-	-	-	-	-	-	-	
Undesignated (deficit) for capital projects	-	-	-	-	-	-	-	-	-	-	
<b>Total fund balances</b>	<b>15,591,962</b>	<b>14,927,785</b>	<b>-</b>	<b>805,254</b>	<b>24,013</b>	<b>651,954</b>	<b>304,787</b>	<b>405,070</b>	<b>3,782,145</b>	<b>222,863</b>	<b>34,199</b>

	Major Governmental Funds						Nonmajor Governmental Funds				
	General	Sales Tax Revenue Bonds 2006	Debt Service General Obligation Bonds	Redevelopment Projects	Route 83 Commercial Development Projects	Industrial Development Projects	Motor Fuel Tax	Stormwater Detention Project	Corporate Purpose Project 2009	Working Cash	Glos Mausoleum
<b>Post - GASB 54</b>											
FUND BALANCES											
Nonspendable - working cash	-	-	-	-	-	-	-	-	222,863	-	
Restricted for streets	-	-	-	-	-	-	304,787	-	-	-	
Restricted for culture	-	-	-	-	-	-	-	-	-	34,199	
Restricted for redevelopment	-	-	-	805,254	24,013	651,954	-	405,070	-	-	
Restricted for capital projects	-	-	-	-	-	-	-	3,782,145	-	-	
Restricted - long-term loans	3,780,987	12,656,617	-	-	-	-	-	-	-	-	
Restricted for debt service	-	2,271,168	-	-	-	-	-	-	-	-	
Unrestricted											
Committed for capital improvements	5,540,848	-	-	-	-	-	-	-	-	-	
Committed for Veteran's Memorial	2,987	-	-	-	-	-	-	-	-	-	
Unassigned - General Fund	6,267,140	-	-	-	-	-	-	-	-	-	
Unassigned (deficit) for capital projects	-	-	-	-	-	-	-	-	-	-	
<b>Total fund balances</b>	<b>15,591,962</b>	<b>14,927,785</b>	<b>-</b>	<b>805,254</b>	<b>24,013</b>	<b>651,954</b>	<b>304,787</b>	<b>405,070</b>	<b>3,782,145</b>	<b>222,863</b>	<b>34,199</b>

O-12-2012

**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 Ranger 4x4 Pick-up, Black	1FTZR15X0XPA64727
2007 Ford E-250 Cargo Van, White	1FTNS24W47DA86801

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

# Memo

**To:** Jim Grabowski  
**From:** Evidence Custodian R. Miklas #89  
**CC:** Deputy Chief Kveton   
**Date:** 3/7/2012  
**Re:** Seizure Vehicles

---

Sir,

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

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

1. 1999 Ford Ranger 4X4 Pick-up, black in color. Mileage 171,531  
VIN; 1FTZR15X0XPA64727  
Case No. 11-038448 / 11 MR 1479
2. 2007 Ford E-250 Cargo Van, white in color. Mileage 116,478  
VIN; 1FTNS24W47DA86801  
Case No. 11-037901 / 11 MR 1480

A/O (2007)

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

PEOPLE OF THE STATE OF ILLINOIS

CASE NUMBER

11 MR 1479

1999 -vs- FORD

DEFENDANT(S)

CASE CLOSED  
JUDGE'S OFFICE [Signature]

FILED  
12 FEB 24 PM 3:38  
Chris Kachroubas  
CLERK OF THE  
18TH JUDICIAL CIRCUIT  
DU PAGE COUNTY, ILLINOIS  
File Stamp Here

AWARD ORDER

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

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

IT IS HEREBY ORDERED: The listed vehicle, a 1999 FORD  
(Year) (Make)

1 F T Z R 1 5 X O X P A 6 4 7 2 7  
(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17)

1. Vehicle is awarded to ELMHURST POLICE (11-38448)  
in accordance with 720 ILCS 5/36-2. SO 11-42301
2. The Illinois Secretary of State is directed to:
  - a. Indicate that all right, title and interest in the listed vehicle is terminated immediately against the parties listed on the official title records of the Secretary of State.
  - b. Accept the application for a Certificate of Title by ELMHURST POLICE

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

Case Closed  Strike future Court date: 03-01-2012

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

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

DATE: 02-24-2012

Chris Kachroubas, Clerk of the 18th Judicial Circuit Court,  
DuPage County, Illinois, do hereby certify the above to be correct.  
Date: 03-01-2012 B.Nbs. 6426  
Chris Kachroubas  
CHRIS KACHIROUBAS, Clerk  
By: [Signature]  
By: EFK Deputy Clerk  
This order is the command of the Circuit Court and violation thereof is  
subject to the penalty of the law. 5327143

xloz

A/O (2007)

95  
1999  
284

STATE OF ILLINOIS

UNITED STATES OF AMERICA

COUNTY OF DU PAGE

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

PEOPLE OF THE STATE OF ILLINOIS

CASE NUMBER

11MR1480

FILED  
12 FEB 24 PM 3:38  
Chris Kachiroubas  
CLERK OF THE  
18TH JUDICIAL CIRCUIT  
DU PAGE COUNTY, ILLINOIS

-vs-  
2007 FORD

CASE CLOSED  
JUDGE'S INIT. *hws*

DEFENDANT(S)

AWARD ORDER

File Stamp Here

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

Forfeiture Hearing (720 ILCS 5/36-2)

Agreed Order of the Parties

Entry of Judgment on Default

Other \_\_\_\_\_

IT IS HEREBY ORDERED: The listed vehicle, a 2007 FORD  
(Year) (Make)

1 F T N S 2 4 W 4 7 D A 8 6 8 0 1  
(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17)

1. Vehicle is awarded to ELMHURST POLICE (11-37901)  
in accordance with 720 ILCS 5/36-2. SO11-42299.

2. The Illinois Secretary of State is directed to:  
a. Indicate that all right, title and interest in the listed vehicle is terminated immediately against the parties listed on the official title records of the Secretary of State.  
b. Accept the application for a Certificate of Title by ELMHURST POLICE

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

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

Strike future Court date: 03-07-2012

Electronically Certified  
I, Chris Kachiroubas, Clerk of the 18th Judicial Circuit Court, DuPage County, Illinois, do hereby certify the above to be correct.  
Date: 07-Mar-2012  
*Chris Kachiroubas*  
CHRIS KACHIROUBAS, Clerk  
ENTER: *[Signature]*  
DATE: 02-24-2012  
BY DEWEY HARTMAN  
Deputy Clerk  
This order is the command of the Circuit Court and violation thereof is subject to the penalty of the law. 4216030

No 2x

## **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 Ranger 4x4 Pick-up, Black VIN#1FTZR15XOXP64727, and a 2007 Ford E-250 Cargo Van, White Vin#1FTNS24W47DA86801. 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.

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION  
OF A NON-EXCLUSIVE LICENSE AGREEMENT  
BY AND BETWEEN ELMHURST PARK DISTRICT AND THE  
CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS**

---

WHEREAS, Elmhurst Park District ("Licensee") seeks to utilize that part of the public way commonly known as the municipal parking lot located east of York Road on Vallette Street, Elmhurst, Illinois (the "Property") for its Bicycle Rodeo event (the "Event") as described in the Non-Exclusive License Agreement attached hereto as Exhibit "A" (the "Agreement"); and

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

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

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

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**

**NON-EXCLUSIVE LICENSE AGREEMENT**

## Non-Exclusive License Agreement

This License Agreement ("License") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2012, by and between the City of Elmhurst, Illinois, an Illinois municipal corporation (herein referred to as "Licensor") and Elmhurst Park District, an Illinois park district (herein referred to as "Licensee").

Licensee desires to enter onto the property commonly known as the municipal parking lot on as the Municipal Parking Lot located east of York Road on Vallette Street, Elmhurst, Illinois (the "Property"), for the purpose of utilizing the Property for production of its Bicycle Rodeo event (the "Event"), and the Licensor is willing to grant Licensee a temporary non-exclusive license to do so, on the terms and conditions set forth below.

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

(1) TERM. The term of this License shall be one day, beginning May 18, 2012, at 5:00 P.M. and ending on May 19, 2012, at 1:00 P.M. (the "License Term").

(2) RESTRICTION ON USE. Licensee and Users shall only use the Property for the purposes of the Event. Licensee and Users shall not store or permit any storage of any materials or items on the Property except such items as are approved in writing by the City of Elmhurst Police Department. The Licensee shall not alter the Property in any fashion without the written consent of the Licensor. The Licensee's use of the Property shall not be exclusive and shall not interfere with the Licensor's use of or access to the Property.

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

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

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

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

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

No later than ten (10) days prior to the Event, the Licensee shall furnish or cause its contractors to furnish to the Licensor a certificate of insurance evidencing commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit per occurrence and Three Million Dollars (\$3,000,000.00) general aggregate limits and otherwise reasonably satisfactory to the Licensor. The insurance policy shall be expressly endorsed to include the Licensor as additional insured. Such insurance shall be maintained during the License Term.

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

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

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

(9) AUTHORITY. Each party warrants to the others that it is authorized to execute, deliver, and perform this License. Each party warrants to the others that execution, delivery, and performance of this License do not constitute a breach or violation of any agreement, undertaking, law, or ordinance by which that party is bound. Each individual signing this License on behalf of a

party warrants to the others that such individual is authorized to execute this License in the name of the party on whose behalf he or she executes it.

**LICENSOR**

City of Elmhurst, an Illinois municipal corporation

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

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

**LICENSEE**

Elmhurst Park District, an Illinois park district

By: \_\_\_\_\_  
Matthew Poole, Programs Manager

STATE OF ILLINOIS            )  
                                          ) SS  
COUNTY OF DUPAGE         )

Before me, the undersigned, a Notary Public in and for said county and state, on this \_\_\_\_ day of \_\_\_\_\_ 2012, personally appeared Peter P. DiCianni, III and Patty Spencer, to me known to be the Mayor and Clerk, respectively, of the City of Elmhurst, an Illinois municipal corporation, who executed the foregoing Non-Exclusive License Agreement and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act of the City of Elmhurst, for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires:\_\_\_\_\_

STATE OF ILLINOIS            )  
                                          ) SS  
COUNTY OF    DUPAGE         )

On this \_\_\_\_ day of \_\_\_\_\_ 2012, before me, a Notary Public in and for said State, personally appeared Matthew Poole, to me personally known, who being by me duly sworn did say that he executed the said instrument as his voluntary act and deed for the purposes set forth herein.

\_\_\_\_\_  
Notary Public

My Commission Expires:\_\_\_\_\_

## COUNCIL ACTION SUMMARY

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

ORIGINATOR: City Manager, City Attorney

### DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendations of the City Attorney, attached for Council consideration is an ordinance granting approval and authorization to execute the Non-Exclusive License Agreement (the "Agreement") by and between Elmhurst Park District and the City of Elmhurst. The Agreement grants Elmhurst Park District a temporary non-exclusive license to use public property for its 2012 Bicycle Rodeo event. The Agreement has been reviewed by the Police Department, the City Manager, and the City Attorney, and the terms of the Agreement meet the City's requirements and standards for insurance and indemnification that have been applied to applicants for similar licensing in the past.

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

---

WHEREAS, Elmhurst Running Club, Inc. (“Licensee”) seeks to utilize part of the right-of-way of the City of Elmhurst (the “Property”) for its annual “4 on the 4<sup>th</sup>” Four Mile Run Event (the “Event”) as described in the agreement attached hereto as Exhibit A (the “Agreement”); and

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

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

1. That the Non-Exclusive License Agreement, attached hereto and made a part hereof as Exhibit A, is approved, and execution of the License Agreement by the Mayor and City Clerk is hereby ratified.

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

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 \_\_\_\_ 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**

**NON-EXCLUSIVE LICENSE AGREEMENT**

## Non-Exclusive License Agreement

This License Agreement ("License") is made and entered into on this \_\_\_\_ day of March 2012, by and between the City of Elmhurst, Illinois, an Illinois municipal corporation (herein referred to as "Licensor") and Elmhurst Running Club, Inc., an Illinois Not-for-Profit Corporation (herein referred to as "Licensee").

Licensee desires to enter onto the property commonly known as the part of York Street, Schiller Street, Robert Palmer Drive, Harbour Terrace, Elmwood Terrace, Cottage Hill Avenue, Park Avenue, and Prospect Avenue, Elmhurst, Illinois, as illustrated in Exhibit A attached hereto and made a part hereof (the "Property"), for the purpose of utilizing the Property for its annual "4 on the 4th" Four Mile Run Event (the "Event"), and the Licensor is willing to grant Licensee a non-exclusive license to do so, on the terms and conditions set forth below.

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

(1) TERM. The term of this License shall be one day, beginning July 4, 2012, at 7:15 A.M. and ending at 10:00 A.M. (the "License Term").

(2) RESTRICTION ON USE. Licensee and Users shall only use the Property for the purposes of the Event. Licensee and Users shall not store or permit any storage of any materials or items on the Property. Licensee and Users shall only use the Property between the hours of 7:15 A.M. and 10:00 A.M. The Licensee shall not alter the Property in any fashion without the written consent of the Licensor. The Licensee's use of the Property shall not be exclusive and shall not interfere with the Licensor's use of or access to the Property.

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

(3) CONDITION; MAINTENANCE; REPAIR. Licensee accepts the Property in its current condition and Licensor makes no representations concerning the condition of the Property. Licensor has no duty or obligation to maintain or repair the Property during the License Term. Any maintenance or repairs made to the Property by the Licensee shall be made at the sole expense of

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

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

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

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

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

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

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

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

**LICENSOR**

City of Elmhurst, an Illinois municipal corporation

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

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

**LICENSEE**

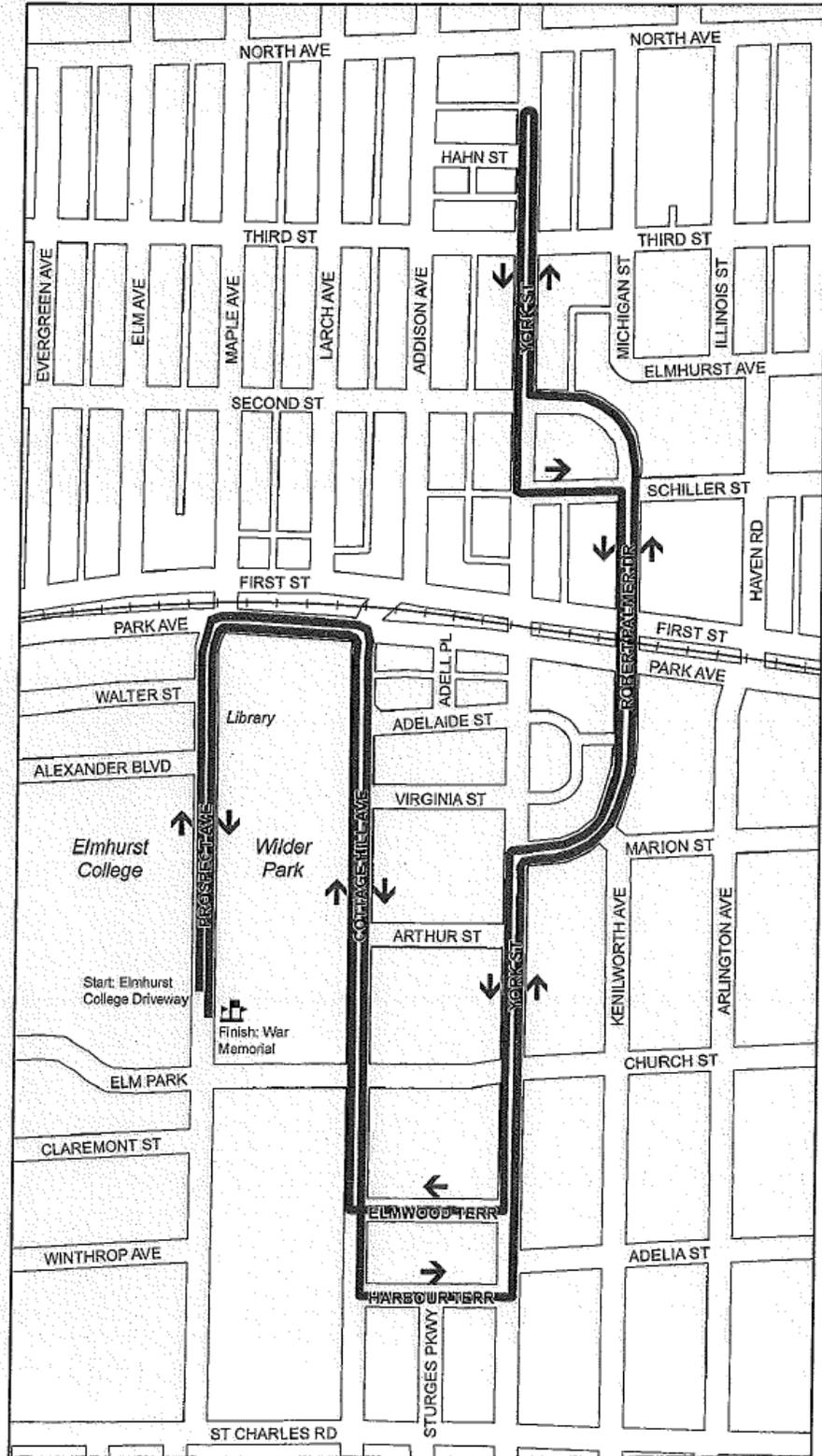
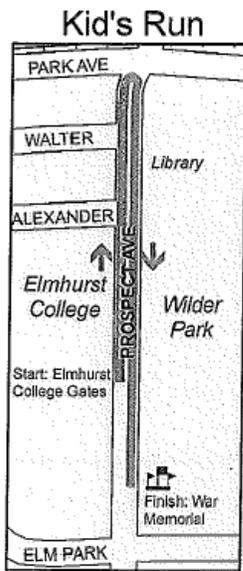
Elmhurst Running Club, Inc.

By: \_\_\_\_\_  
Kurt Fiene, President



**Exhibit A**

# Community Bank of Elmhurst 4 on the 4th - 2010 Run



## COUNCIL ACTION SUMMARY

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

ORIGINATOR: Public Affairs and Safety Committee, City Attorney

### DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendations of the City of Elmhurst Public Affairs and Safety Committee, attached for Council consideration is an ordinance granting approval and authorization to execute the Non-Exclusive License Agreement (the "Agreement") by and between Elmhurst Running Club, Inc. and the City of Elmhurst. The Agreement grants Elmhurst Running Club, Inc. a temporary non-exclusive license to use public property for its "4 on the 4th" Four Mile Run Event. The Agreement has been reviewed the City Manager and the City Attorney, and the terms of the Agreement meet the City's requirements and standards for insurance and indemnification that have been applied to applicants for similar licensing in the past.

O - 15 - 2012

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BY  
AND BETWEEN THE CITY OF ELMHURST AND CLARKE ENVIRONMENTAL MOSQUITO  
MANAGEMENT, INC. FOR MOSQUITO ABATEMENT SERVICES FOR THE CITY OF ELMHURST,  
ILLINOIS**

---

**WHEREAS**, the City of Elmhurst (the "City") 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**, the corporate authorities of the City have determined that funds are available, and that it is necessary, desirable and in the best interest of the residents and businesses of the City for the City to contract for mosquito abatement services for the 2012 through 2014 seasons (the "Services"); and

**WHEREAS**, Clarke Environmental Mosquito Management, Inc. ("Clarke") is in the business of and has experience with providing the City with the Services required; and

**WHEREAS**, the cost of the Services to be provided for the 2012 season shall not exceed One Hundred Eighty Thousand Seven Hundred Thirty-Two and 00/100ths (\$180,732.00) Dollars; and

**WHEREAS**, the prices for the 2013 and 2014 seasons shall increase by the locally established Consumer Price Index or 3% of the previous year's contract price, whichever is less; and

**WHEREAS**, in the opinion of two-thirds (2/3) of the alderman now holding office, it is advisable, necessary and in the public interest that the City waive competitive bidding and enter into an agreement with Clarke to provide the Services for the City.

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

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

**Section 2:** It is hereby determined by two-thirds (2/3) of the alderman now holding office, that it is advisable, necessary and in the public interest that the City waive competitive bidding and enter into an agreement with Clarke to provide the Services for the City, which agreement is attached hereto marked as Exhibit "A" and made a part hereof.

**Section 3:** The Mayor be and is hereby authorized and directed to execute on behalf of the City, and the City Clerk be and is hereby authorized and directed to attest the attached agreement with Clarke to provide the Services for the City.

**Section 4:** All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

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

**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.

---

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"**  
**Agreement with Clarke Environmental Mosquito Management, Inc.**

**MOSQUITO ABATEMENT SERVICES CONTRACT  
BY AND BETWEEN THE  
CITY OF ELMHURST, ILLINOIS  
AND  
CLARKE ENVIRONMENTAL  
MOSQUITO MANAGEMENT, INC.**

---

**CITY OF ELMHURST  
209 NORTH YORK STREET  
ELMHURST, ILLINOIS 60126**

## CITY OF ELMHURST, ILLINOIS

### MOSQUITO ABATEMENT SERVICES CONTRACT

This Contract made this \_\_ day of March 2012 between the City of Elmhurst, Illinois, an Illinois municipal corporation, (the "City"), and Clarke Environmental Mosquito Management, Inc., an Illinois corporation, (the "Contractor"), for mosquito abatement services for the City of Elmhurst, Illinois.

In consideration of the mutual terms and covenants set forth in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor agree as follows:

#### ARTICLE 1. DEFINITIONS

Wherever in the Contract the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

**1.1 City.** The City of Elmhurst, Illinois.

**1.2 City Manager.** The City of Elmhurst, Illinois, City Manager.

**1.3 Contract.** The written Agreement between the City and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work, the furnishing of labor and materials required to complete the Work in an acceptable manner, including authorized extensions thereof and the basis of payment.

**1.4 Contractor.** The individual, firm, partnership, joint venture, or corporation contracting with the City for performance of prescribed Work.

**1.5 Equipment.** All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the Work.

**1.6 Extra Work.** An item of Work not provided for in the Contract as awarded but found essential and germane to the satisfactory completion of the Contract within its intended scope as determined by the City Manager.

**1.7 Materials.** Any substances specified for use in the performing the Work.

**1.8 Director of Public Works.** The City of Elmhurst Director of Public Works, acting as the authorized representative of the City of Elmhurst City Manager.

**1.9 Work.** Work shall mean the furnishing of all labor, materials, tools, equipment, and other incidentals necessary or convenient to the successful performance of the obligations undertaken by the Contractor under the terms of the Contract.

## **ARTICLE 2. THE WORK**

**2.1 Intent of the Contract.** The intent of the Contract is to prescribe a complete outline of Work which the Contractor undertakes to do in full compliance with the terms of the Contract. The Contractor shall perform all Work and such additional, extra, and incidental Work as may be necessary to complete the Work. The Contractor shall furnish all required materials, equipment, tools, labor, and incidentals, unless otherwise provided in the Contract.

**2.2 The Work.** For and in consideration of the payments to be made by the City to the Contractor, the Contractor shall perform the Work set forth in this Contract in compliance with all of the terms and the requirements of this Contract and with any Change Orders executed by the City and the Contractor after execution of this Contract.

### **2.2.1 General Services**

**2.2.1.1** Aerial Survey and Geographic Information System (GIS) Mapping

**2.2.1.2** Computer System and Record Keeping Database

**2.2.1.3** Public Relations and Educational Brochures

**2.2.1.4** Mosquito Hotline Citizen Response System - (800) 942-2555

**2.2.1.5** Comprehensive Insurance Coverage naming the City of Elmhurst as *additionally insured*

**2.2.1.6** Program Consulting and Quality Control Staff

**2.2.1.7** Monthly Operational Reports, Periodic Advisories, and Annual Report

### **2.2.2 Surveillance and Monitoring**

**2.2.2.1** 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. (The Contractor will contact the Director of Public Works of an impending brood arrival.)

**2.2.2.2** Arborvirus Surveillance:

**2.2.2.2.1** Clarke New Jersey Light Trap Network: Operation of two (2) traps within the City of Elmhurst to monitor and evaluate adult mosquito activity.

**2.2.2.3** Weather Monitoring - Operational Forecasts

### **2.2.3 Larval Control**

**2.2.3.1** Targeted Mosquito Management System (TMMSTM) computer database and site management.

**2.2.3.2** Larval Site Monitoring: Twelve (12) inspections:

**2.2.3.2.1** Three (3) complete inspections of up to 110 sites as outlined by most recent Clarke GIS Survey.

**2.2.3.2.2.** Six (6) targeted inspections of up to 46 breeding areas as determined by the computerized Clarke Targeted Mosquito Management System™

**2.2.3.2.3** Three (3) targeted inspections of up to 35 known *Culex spp.* Breeding areas as determined by the computerized Clarke Targeted Management System™

**2.2.3.2.4.** Inspections of standing water sites called in by residents on the Mosquito Hotline.

**2.2.3.3** Prescription Larval Control with VectoLex® (*Bacillus sphaericus*), VectoBaC® (*Bacillus thuringiensis israelensis* - Bti), Abate®, and Altosid® products.

**2.2.3.4** Helicopter Treatment:

**2.2.3.4.1** Helicopter Prehatch: Three (3) treatments with 5% Abate® of up to 50 acres for floodwater mosquito control.

**2.2.3.4.2** Helicopter Larviciding: Two (2) treatments with VectoLex® / VectoBaC® of up to 24 acres of Salt Creek

**2.2.3.5** Stocking of 1,000 mosquitofish (*Gambusia affinis*) for biological control.

**2.2.3.6** Catch Basin Control:

**2.2.3.6.1** 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

**2.2.3.6.2** Back Yard Catch Basins: One (1) treatment of up to 172 backyard catch basins using Altosid® XR briquette

## **2.2.4 Adult Control**

**2.2.4.1** Adulticiding in mosquito harborage areas:

**2.2.4.1.1** Backpack barrier treatments with a synthetic pyrethroid insecticide for residual control of adult mosquitoes as needed

**2.2.4.1.2** Six (6) truck / ATV treatments of the Prairie Path with a synthetic pyrethroid insecticide

**2.2.4.2** Adulticiding in Residential Areas:

**2.2.4.2.1** Six (6) Community-wide truck ultra-low volume (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 applicaiton

**2.2.4 .3** Adulticiding Operational Procedures:

**2.2.4.3.1** Notification of community contact.

**2.2.4.3.2** Weather limit monitoring and compliance.

**2.2.4.3.3** Notification of residents on Clarke Call Notification List.

**2.2.4.3.4** ULV particle size evaluation.

**2.2.4.3.5** Insecticide dosage and quality control analysis.

**2.3 Alterations, Cancellations, Extensions, Deductions and Extra Work.** The City reserves the right to make, in writing, at any time during the Work, changes or alterations in the Work and the performance of Extra Work to satisfactorily complete the Work. The Work may be increased, decreased or omitted. Such changes, alterations and Extra Work shall not invalidate the Contract. The Contractor shall perform the Work as altered. If the alterations or changes significantly change the character of the Work under the Contract, an adjustment, excluding

loss of anticipated profits, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the Work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the City Manager may determine to be fair and equitable.

All alterations, cancellations, extensions, and deductions shall be authorized in writing by the City Manager before Work is started. Such authorizations shall set up the items of Work involved and the method of payment for each item. Under no circumstances shall the Contractor undertake Extra Work without notification to the City Manager and receipt of written authorization as provided herein. Claims for Extra Work which have not been authorized in writing by the City Manager will be rejected.

### **ARTICLE 3. CONTRACT TERM AND RENEWAL**

**3.1** This Contract is effective when it is executed by both the City and the Contractor and continues in effect for one (1) year from the effective date. The term of this Contract may, at the option of the City, be renewed for two (2) additional one-year periods provided that the City appropriates an amount in subsequent years sufficient to pay the amounts due under this Contract.

### **ARTICLE 4. CONTRACT REQUIREMENTS**

**4.1 Familiarity with Contract Requirements.** Prior to execution of the Contract, the Contractor:

**4.1.1** shall carefully examine the provisions of the Contract, inspect in detail the site of the proposed Work, investigate and become familiar with all the local conditions affecting the Contract and become fully acquainted with the detailed requirements of the Work;

**4.1.2** conclusively assures and warrants to the City that the Contractor has made these examinations and that the Contractor understands all requirements for the performance of the Work;

**4.1.3** shall be responsible for all errors or additional costs resulting from the Contractor's failure or neglect to make these examinations or gain an understanding of the Contract requirements; and

**4.1.4** shall be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure or neglect of the Contractor to make these examinations or gain an understanding of the Contract requirements.

**4.2 Certifications.** The executed Contract shall be accompanied by a Contractor's Certification in the form provided by the City. The Contractor shall certify the following:

**4.2.1 Illinois Taxes.** The Contractor shall certify that, if it is a partnership, it is and its general partners are not, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

**4.2.2 Bid Rigging.** The Contractor shall certify that, if it is a partnership, it has and its general partners have not, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors have not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

**4.2.3 Drug-free Workplace.** The Contractor shall certify that it will provide a drug-free workplace by:

**4.2.3.1** Publishing a statement:

**4.2.3.1.1** Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace;

**4.2.3.1.2** Specifying the actions that will be taken against employees for violations of such prohibition;

**4.2.3.1.3** Notifying the employee that, as a condition of employment on such contract, the employee will:

**4.2.3.1.3.1** abide by the terms of the statement; and

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

**4.2.3.2** Establishing a drug-free awareness program to inform employees about:

**4.2.3.2.1** the dangers of drug abuse in the workplace;

**4.2.3.2.2** the Contractor's policy of maintaining a drug-free workplace;

**4.2.3.2.3** any available drug counseling, rehabilitation, and employee assistance program; and

**4.2.3.2.4** the penalties that may be imposed upon employees for drug violations;

**4.2.3.3** Making it a requirement to give a copy of the statement required by subparagraph 4.2.3.1 to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace;

**4.2.3.4** Notifying the City within ten (10) days after receiving notice under subparagraph 4.2.3.1.3.2 from an employee or otherwise receiving actual notice of such conviction;

**4.2.3.5** Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

**4.2.3.6** Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;

**4.2.3.7** Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**4.2.4 Educational Loan.** The Contractor shall certify that, if it is an individual, it is not; if it is a partnership, its general partners are not; and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

**4.2.5 Human Rights Number.** The Contractor shall certify that at the time the Contractor submitted a bid on this Contract, the Contractor had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210.

**4.2.6 Prohibited Interest in Contract.** The Contractor shall certify that:

**4.2.6.1** no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of any interest in the Contractor, or

**4.2.6.2** if the Contractor's stock is traded on a nationally recognized securities market, no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of more than one percent (1%) of the Contractor; but if any City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the

spouse or dependent child of a City officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the City in writing the name(s) of the holder of such interest.

#### **4.2.7 Gift Ban.**

**4.2.7.1** The Contractor shall certify that no officer or employee of the City has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code; and

**4.2.7.2** The Contractor shall certify that the Contractor has not given to any officer or employee of the City any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code.

**4.2.8 Patriot Act.** The Contractor shall certify that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

## **ARTICLE 5 CONTROL OF WORK**

**5.1 Authority of City Manager.** All Work of the Contract shall be completed to the satisfaction of the City Manager. The decision of the City Manager shall be final on all questions which may arise, including, but not limited to, the quality and acceptability of materials and Work; the manner of performance; acceptable rates of progress on the Work; the interpretation of the Contract and specifications; the fulfillment of the Contract; the measurement of quantities and payment under the Contract; and the determination of the existence of changed or differing site conditions.

The City Manager will notify the Contractor in writing if the Work is to be suspended wholly or in part due to the failure of the Contractor to carry out provisions of the Contract or failure to

carry out orders of the City Manager. The Work may also be suspended at the Contractor's risk for such periods as the City Manager may deem necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the Work or for any other condition or reason deemed to be in the public interest.

The Contract does not require the City to provide the Contractor with direction or advice on how to do the Work. If the City approves or recommends any method or manner for doing the Work, the approval or recommendation shall not guarantee that following the method or manner will result in compliance with the Contract, relieve the Contractor of the risks and obligations of the Contract, or create liability for the City.

In case of failure on the part of the Contractor to execute Work ordered by the City Manager, the City Manager may, at the expiration of a period of 48 hours after giving notice in writing to the Contractor, proceed to execute such Work as may be deemed necessary; and the cost thereof shall be deducted from compensation due or which may become due the Contractor under the Contract.

Authority to authorize Work or approve changes which do not increase the amount payable to the Contractor or which increase the amount payable to the Contractor by not more than \$20,000.00 may be exercised by a written change order of the City Manager. Authority to increase the amount payable to the Contractor in all other instances may only be exercised by written change order signed by the Mayor and authorized by a due and proper vote of the City Council.

**5.2 Conformity with Contract.** All Work performed and all materials furnished shall be in conformity with the Contract. All Work or material which does not conform to the requirements of the Contract will be considered unacceptable. Unacceptable Work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or other cause; and unacceptable material shall be remedied and corrected in an acceptable manner by and at the expense of the Contractor.

The City reserves the right to accept Work produced by the Contractor if the City Manager finds the noncompliant materials or the nonconforming Work are in close conformity with the Contract. In this event, the City Manager shall document the basis of acceptance by Contract modification which may provide for an appropriate adjustment in the Contract price for such Work or materials as the City Manager deems necessary to conform to the determination. The determination of the City will be based on the best judgment of the City Manager and shall be final and binding. Work done contrary to instructions given by the City Manager or any Extra Work done without written approval given by the City Manager will be considered unacceptable and will not be paid for under the Contract. Work so done may be ordered removed or replaced at the Contractor's expense.

The statement elsewhere in the Contract of remedies for the use of unacceptable materials or for unacceptable Work shall not be exclusive of the remedies provided in this Article unless expressly provided therein.

Upon failure of the Contractor to comply with any order of the City Manager made under the provisions of this Article, the City Manager will have authority to cause the unacceptable Work to be corrected and to deduct the cost from any monies due or to become due the Contractor.

**503 Cooperation by Contractor.** The Contractor shall give the Work constant attention necessary to facilitate the progress thereof, and shall cooperate with the City Manager, appointed inspectors and other contractors in every way possible.

**504 Authority and Duties of the Director of Public Works.** The Director of Public Works is authorized to inspect all Work done and materials furnished. Such inspection may extend to all or any part of the Work and to the preparation, fabrication or manufacture of the materials to be used. The Director of Public Works is not authorized to alter or waive the provisions of the Contract. The Director of Public Works is not authorized to issue instructions contrary to the terms of the Contract or to act as foreman for the Contractor. The Director of Public Works has the authority to reject defective Work or material and to suspend any Work being improperly performed.

**5.6 Inspection of Work.** All materials and each part or detail of the Work shall be subject at all times to inspection by the City Manager and the Director of Public Works. The City Manager and the Director of Public Works shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

## **ARTICLE 6 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC**

**6.1 Laws to be Observed.** The Contractor shall at all times observe and comply with all federal and state laws, local laws, ordinances, and regulations which in any manner affect the conduct of the Work; and all such orders or enactments as exist at the present and which may be enacted later of legislative bodies or tribunals having legal jurisdiction or which may have effect over the Work; and no plea of misunderstanding or ignorance thereof will be considered. The Contractor shall indemnify and save harmless the City and all of its officers, agents, employees, and servants against any claim or liability arising from or based on the violation of such law, ordinance, regulation, order or enactment, whether by the Contractor or anyone subject to the control of the Contractor.

**6.2 Sexual Harassment Policy.** The Contractor shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

**6.3 Eligibility for Employment in the United States.** The Contractor shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility

Form (I-9). This form shall be used by the Contractor to verify that persons employed by the Contractor are eligible to work in the United States.

**6.4 Civil Rights.** The Contractor shall comply with the Civil Rights Act of 1964, as amended, and Title 49, Code of Federal Regulations, part 21.

**6.5 Foreign Corporation.** The Contractor shall be an Illinois corporation or limited liability company or if the Contractor is a foreign (non-Illinois) corporation or limited liability company, the Contractor shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

**6.6 Confidentiality of Information.** Any documents, data, records, or other information relating to the project and all information secured by the Contractor from the City in connection with the performance of services, unless in the public domain, shall be kept confidential by the Contractor and shall not be made available to third parties without written consent of the City, unless so required by court order.

**6.7 Worker's Compensation Insurance.** Prior to the approval of its Contract by the City, the Contractor shall furnish to the City certificates of insurance covering Worker's Compensation, or satisfactory evidence that this liability is otherwise taken care of according to Section 4 (a) of the "Worker's Compensation Act of the State of Illinois" as amended.

Such insurance, or other means of protection as herein provided, shall be kept in force until all Work to be performed under the terms of the Contract has been completed and accepted according to the General Conditions and Special Provisions; and it is hereby understood and agreed the maintenance of such insurance or other protection, until acceptance of the Work by the City, is a part of the Contract. Failure to maintain such insurance, cancellation by the Industrial Commission of its approval of such other means of protection as might have been elected, or any other act which results in lack of protection under the said "Worker's Compensation Act" may be considered as a breach of the Contract.

**6.8 Equal Employment Opportunity.** During the performance of this Contract, the Contractor shall:

**6.8.1** not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

**6.8.2** if it hires additional employees in order to perform this Contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from

which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

**6.8.3** in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

**6.8.4** send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights' Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the City and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

**6.8.5** submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the City, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

**6.8.6** permit access to all relevant books, records, accounts and Work sites by personnel of the City and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

**6.8.7** include verbatim or by reference provisions of this clause in every subcontract it awards under which any portion of the Contract obligations are undertaken or assumed so that such provisions of this Contract will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractor; and further it will promptly notify the City and the Illinois Department of Human Rights in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

In the event of the Contractor's non-compliance with the provisions of this Article 6.8, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rule and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the City, and the

Contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

**6.9 Non-Segregated Facilities.** The Contractor shall not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this subparagraph, the term “segregated facilities” means any waiting rooms, Work areas, restrooms and washrooms, cafeterias and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Contractor shall (except where he has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed Subcontractors or material suppliers prior to the award of subcontracts or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that it will retain such certifications in its files.

**6.10 Permits and Licenses.** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work.

**6.11 Patented Devices, Material, and Processes.** If any design, device, material, or process covered by letters, patent, or copyright is used by the Contractor, whether required or not, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner, guaranteeing the City indemnity from and against all claims for infringement, and shall include the cost of such agreement in the price bid for the Work. It shall be the duty of the Contractor, if so demanded by the City, to furnish said City with a copy of the legal agreement with the patentee or owner, and if such copy is not furnished when demanded, then the City may, if it so elects, withhold any and all payments to said Contractor until said legal agreement is furnished. If a suitable legal agreement with the patentee or owner is not made as required herein, the Contractor shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, material, or process, or any trademark or copyright in connection with the Work agreed to be performed under the Contract, and shall indemnify the City for any cost, expense, and damages which it may be obliged to pay by reason of any such infringement at any time during the prosecution or after the completion of the Work.

**6.12 Public Convenience and Safety.** The Contractor shall exercise every precaution at all times for the protection of persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. The Contractor shall at all times conduct the Work in such a manner as to ensure the least inconvenience to the public. The convenience of the general public shall be provided for in an adequate and satisfactory manner. No Work shall be

performed during any legal holiday period, except with the written permission of the City Manager. The legal holidays will include:

- New Year's Day
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

**6.13 Protection and Restoration of Property.** If private property interferes with the Work, the Contractor shall notify, in writing, the owners of such property, advising them of the nature of the interference and shall arrange to cooperate with them for the protection, alteration, restoration or disposition of such property. The Contractor shall furnish the City Manager with copies of such notifications and with copies of any agreements between the Contractor and the property owners concerning such protection alteration, restoration or disposition. The Contractor shall take all necessary precautions for the protection of private property.

The Contractor shall be responsible for the damage or destruction of property of any character resulting from neglect, misconduct, or omission in its manner or method of execution or non-execution of the Work, or caused by defective Work or the use of unsatisfactory materials, and such responsibility shall not be released until the Work shall have been completed and accepted and the requirements of the Contract complied with.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or the Contractor shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the City Manager may, after the expiration of a period of 48 hours after giving the Contractor notice in writing, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due, the Contractor under this or any other contract between the City and the Contractor.

The cost of all materials required and all labor necessary to comply with the above provisions will not be paid for separately, but shall be considered as included in the bid prices of the Contract, and no additional compensation will be allowed.

**6.14 Indemnification.** To the fullest extent permitted by law, the Contractor shall be responsible for any and all injuries to persons or damages to property due to the negligent or willful act or omission of the Contractor arising or in consequence of the performance of the Work by the Contractor. The Contractor hereby agrees to defend, indemnify and hold harmless the City, its officials, agents and employees, against all injuries, deaths, loss, damages, claims,

patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the City, its officials, agents and employees, due to the negligent or willful act or omission of the Contractor arising in or in consequence of the performance of this Work by the Contractor. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefor or incurred in connection therewith; and, if any judgment shall be rendered against the City, its officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Contractor to indemnify the City, its officials, agents and employees for their own negligent acts or omissions.

In the event any such claim, lawsuit, or action is asserted, any such money due the Contractor under and by virtue of the Contract as shall be deemed necessary by the City for the payment thereof, may be retained by the City for said purpose until any such lawsuit, action or claim has been settled or has been fully judicially determined and satisfied.

No inspection by the City, its employees or agents shall be deemed a waiver by the City of full compliance with the requirements of the Contract. This indemnification shall not be limited by the required minimum insurance coverages provided in the Contract.

**6.15 Insurance.** The Contractor shall obtain and thereafter keep in force the following insurance coverages provided by insurance companies acceptable to the City and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated in the Best's Key Rating Guide. The City will accept companies with a rating not lower than B+ provided the financial size category is VII or larger. Companies rated A- or better shall have a financial size category of not less than VI. Coverage limits shall be written at not less than the minimum specified in this Article. Higher minimum limits and additional coverage may be specified by a special provision elsewhere in the Contract. Whether stated in this Article or elsewhere, the City does not warrant the adequacy of the types of insurance coverage or the limits of liability specified.

**6.15.1 Worker's Compensation and Employer's Liability.**

**6.15.1.1** Worker's compensation shall be provided according to the provisions of the Illinois Worker's Compensation Act, as amended. Notwithstanding the rating and financial size categories stated in this Article, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Insurance.

**6.15.1.2 Employer's Liability.**

**6.15.1.2.1** Each Accident \$1,000,000

- 6.15.1.2.2** Disease-policy limit \$1,000,000
- 6.15.1.2.3** Disease-each employee \$1,000,000

**6.15.2** Commercial General Liability. Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the Contractor; operations of subcontractors (contingent or protective liability); completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual liability. The general aggregate limit shall be endorsed on a per project basis.

- 6.15.2.1** General Aggregate Limit \$2,000,000
- 6.15.2.2** Products-Completed Operations Aggregate Limit \$2,000,000
- 6.15.2.3** Each Occurrence Limit \$1,000,000

The coverage shall provide by an endorsement in the appropriate manner and form, the City, its officers, and employees shall be named as additional insureds with respect to the policies and any umbrella excess liability coverage for occurrences arising in whole or in part out of the Work and operations performed.

**6.15.3** Commercial Automobile Liability. The policy shall cover owned, non-owned, and hired vehicles.

Bodily Injury & Property Damage Liability - Each occurrence Limit \$1,000,000

**6.15.4** Any policy shall provide excess limits over and above the other insurance limits stated in this Article. The Contractor may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.

**6.15.5** All insurance shall remain in force during the period covering occurrences happening on or after the effective date and remain in effect during performance of the Work and at all times thereafter when the Contractor may be correcting, removing, or replacing defective Work until notification of the date of final inspection.

**6.15.6** Termination or refusal to renew shall not be made without 30 days' prior written notice to the City by the insurer, and the policies shall be endorsed so as to remove any language restricting or limiting liability concerning this obligation.

**6.15.7** All costs for insurance as specified herein will be considered as included in the cost of the Contract. The Contractor shall, at its expense and risk of delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be

construed to relieve the Contractor from its obligation to indemnify in excess of the coverage according to the Contract.

**6.16 Minimum Scope of Insurance.** Coverage shall be at least as broad as:

**6.16.1** Insurance Services Office Commercial General Liability occurrence form CG 0001 with the member named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A) Pre-2004 version, CG 2026 (Exhibit B) Pre-2004 version.

**6.16.2** Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

**6.16.3** Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

**6.17 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, agents, employees and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

**6.180 Other Insurance Provisions.** The policies are to contain, or be endorsed to contain, the following provisions:

**6.18.1 General Liability and Automobile Liability Coverages.**

**6.18.1.1** The City, its officials, agents, employees and volunteers are to be covered as additional insureds as respects liability arising out of the Contractor's Work, including activities performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, agents, employees and volunteers.

**6.18.1.2** The Contractor's insurance coverage shall be primary as respects the City, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, agents, employees and volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

**6.18.1.3** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, agents, employees and volunteers.

**6.18.1.4** The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**6.18.1.5** If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the City, its officials, agents, employees and volunteers as additional insureds.

**6.18.1.6** All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

**6.18.2 Worker's Compensation and Employer's Liability Coverage.** The insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for losses arising from Work performed by Contractor.

**6.19 Verification of Coverage.** The Contractor shall, prior to the City's executing the Contract, furnish the City with certificates of insurance naming the City, its officials, agents, employees and volunteers as additional insureds (Exhibit D), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City and are to be received and approved by the City before any Work commences. The attached Additional Insured Endorsement (Exhibit E) shall be provided to the insurer for its use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit E), such as ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B). The City reserves the right to demand full certified copies of the insurance policies and endorsements. If demanded, the Contractor shall promptly furnish the City with certified copies of the insurance policies and endorsements demanded. In no event shall any failure of the City to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor's obligation to obtain and keep in force the required insurance.

**6.20 Subcontractors.** The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**6.21 Assumption of Liability.** The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any Work performed pursuant to this Contract.

**6.22 Contractor Safety Responsibility.** Nothing in this Contract is intended or shall be construed, unless otherwise expressly stated, to reduce the responsibility of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, from full and complete supervision and achievement of workplace safety. Any inspection of the Work conducted by the City, and the officers and employees of the City, whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their parts nor create any expectation of a duty to anyone, including, but not limited to, third parties regarding workplace safety. In order to insure this and other duties of the Contractor certain indemnification and insurance is required by the Contract. Additionally, the Contractor guarantees to the City a safe workplace shall be provided for all employees of the Contractor and each of its subcontractors. There shall be no violation by the Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable of the applicable standards of the Occupational Safety and Health Act, any other workplace safety act of Illinois, or other workplace safety requirement. The Contractor shall require this workplace safety guarantee of all subcontractors and shall expressly require the City to be a third party beneficiary of each guarantee.

**6.23 Contractor's Responsibility for Work.** All Work of the Contract, including Work added to the Contract, shall be under the charge and care of the Contractor.

**6.24 Personal Liability of Public Officials.** In carrying out any of the provisions of this Contract or in exercising any power or authority granted to the City Manager thereby, there shall be no personal liability upon the City Manager or authorized representative, it being understood in such matters they act as agents and representatives of the City. By entering into this Contract with the City, the Contractor covenants that it shall neither commence nor prosecute any action or suit whatsoever against the officers or employees of the City for any action or omission done or not done in the course of their administration of this Contract. The Contractor shall pay all attorneys' fees and all costs incurred by the City, its officers, and employees on account of action or suit in violation of this Article.

**6.25 No Waiver of Legal Rights.** The City shall not be precluded or stopped by final acceptance or final payment, or any payment made either before or after the completion and acceptance of the Work and payment therefor, from showing the true amount and character of the Work performed and materials furnished by the Contractor; or from showing any such payment is incorrectly made; or the Work or materials do not in fact conform to the Contract. The City shall not be precluded or estopped, by final acceptance, final payment, or any payment in accordance therewith, from recovering from the Contractor such overpayment and damage as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract. A waiver on the part of the City of any right under the Contract or of a breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach or right to enforce any provision of the Contract.

## **ARTICLE 7 PROSECUTION AND PROGRESS**

**7.1 Subletting of Contract.** The Contractor acknowledges that the City is induced to enter into this Contract by, among other things, the qualifications of the Contractor. The Contract shall be deemed to be exclusive between City and Contractor. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of its right, title, or interest therein, without written consent of the City Manager. The City may refuse to accept any substitute Contractor for any reason.

**7.2 Prosecution of the Work.** The Contractor shall begin the Work to be performed under the Contract expeditiously when directed by the Director of Public Works. The Work shall be prosecuted in such a manner and with such a supply of materials, equipment and labor as is considered necessary to ensure its completion according to the time specified in the Contract. The Contractor shall notify the City Manager at least 24 hours in advance of either discontinuing or resuming operations.

**7.3 Labor, Methods, and Equipment.** The Contractor shall at all times employ and provide sufficient labor, tools, equipment and other incidental items for prosecuting of the Work to full completion in the manner and time required by the Contract. All workers shall have sufficient skills and experience to perform properly the Work assigned to them. Workers engaged in special Work or skilled Work shall have sufficient experience in such Work and in the operation of the equipment required to perform all Work properly and satisfactorily. Any person employed by the Contractor or by any subcontractor who, in the opinion of the City Manager, does not perform Work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the City Manager, be removed at once by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the Work without the approval of the City Manager. Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the City Manager may suspend the Work by written notice until such orders are complied with.

All equipment which is proposed to be used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of Work. Equipment used shall be such that no injury to property will result from its use. When the methods and equipment to be used by the Contractor in performing the Work are not prescribed in the Contract, the Contractor is free to use any methods or equipment that can be demonstrated to the City Manager as satisfactory to accomplish the Contract Work in conformity with the requirements of the Contract. When the Contract specifies that the Work be performed by the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the City Manager. If the Contractor desires to use a method or type of equipment other than specified in the Contract, it may request authority from the City Manager to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that the

Contractor will be fully responsible for producing Work in conformity with the Contract requirements. If, after trial use of the substituted methods or equipment, the City Manager determines that the Work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining Work with the specified methods and equipment. The Contractor shall correct the deficient Work and replace it with Work of specified quality or take such other corrective action as the City Manager may direct. No change will be made in basis of payment for the Work involved or in contract time as a result of authorizing a change in methods or equipment under these provisions.

**7.4 Suspension of Work.** The City Manager shall have authority to suspend the Work whole or in part, when conditions at the site of the Work make for circumstances beyond the Contractor's control, which are unfavorable for the satisfactory performance of the Work, and when the Contractor does not comply with the Contract or orders of the City Manager. Orders to suspend or resume Work shall be complied with immediately. The Contractor shall not suspend Work without written authority from the City Manager. The Contractor recognizes it is imperative that the Work proceed uninterrupted and shall endeavor to prevent and shall promptly cure any Work stoppage caused by any labor or jurisdictional disputes arising out of the assignment of Work to be performed by the Contractor or its Subcontractors or Subcontractors of any tier.

**7.5 Default on Contract.** If the Contractor fails to begin the Work under Contract within the time specified, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the completion of said Work within the specified time, or shall perform the Work unsuitably, as determined by the City Manager, or shall neglect or refuse to remove materials or perform anew such Work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy, or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in a manner approved by the City Manager or otherwise fails to conform to the terms of the Contract, the City Manager shall give notice in writing to the Contractor of such delinquency, said notice to specify the corrective measures required. If the Contractor, within a period of ten (10) days after said notice, shall not proceed according to the corrective measures required, the City shall, upon written certificate from the City Manager of the fact of such delinquency and the Contractor's failure to comply with said notice, have full power and authority to forfeit the rights of the Contractor and at its option, it may take over the Work, and may complete the Work with its own forces, or use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner. The Contractor shall bear any extra expenses incurred by the City in completing the Work, including all increased cost for completing the Work, and all damages sustained, or which may be sustained, by the City by reason of such breach, refusal, neglect, failure, or discontinuance of Work by the Contractor. After all the Work contemplated by the Contract has been completed, the City Manager will calculate the total expenses and damages for the completed Work. If the total expenses and damages are less than any unpaid balance due the Contractor, the excess will be

paid by the City to the Contractor. If the total expenses and damages exceed the unpaid balance, the Contractor shall be liable to the City and shall pay the difference to the City on demand. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Termination for Public Convenience in Section 7.7.

**7.6 Termination of the Contractor's Responsibility.** Whenever the Work called for by the Contract has been completely performed on the part of the Contractor and all of the Work has been approved by the City Manager and accepted by the City according to the Contract, and the final payment paid, the Contractor's obligations shall then be considered fulfilled, except those obligations which by their nature extend beyond the completion of Work including, but not limited to, Sections 6.14, 6.15, 6.24 and 6.25.

**7.7 Termination for Public Convenience.** The City may, by written order, terminate the Contract or any portion thereof after determining that proceeding with or completing the Work as originally contracted for would not be in the public interest and that termination would, therefore, be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, Executive Orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, and restraining orders or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor. When the Contract, or any portion thereof, is definitely terminated or cancelled, and the Contractor released before all items of Work included in its Contract have been completed, payment will be made for the actual amount of Work completed. Termination of a Contract will not relieve the Contractor of the responsibility of correcting defective Work as required by the Contract.

## **ARTICLE 8 PAYMENT**

**8.1 Taxes.** The City is a unit of local government and is exempt from the payment of Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax in Illinois. No amount will be paid to the Contractor for the payment of these taxes.

**8.2 Scope of Payment.** Payment to the Contractor will be made for the actual Work performed and accepted or material furnished and accepted according to the Contract. The Contractor shall receive and accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools and equipment; for performing all Work contemplated and embraced under the Contract; for all loss or damage arising out of the nature of the Work and from the action of the elements; for any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the Work until its final acceptance by the City; for all risks of every description connected with the prosecution of the Work; for all expenses

incurred by or in consequence of suspension or discontinuance of such prosecution of the Work as herein specified; for any infringement of patents, trademarks or copyrights; and for completing the Work in an acceptable manner according to the Contract. Any payment made prior to final acceptance of the Work by the City shall in no way constitute an acknowledgment of the acceptance of the Work, nor in any way prejudice or affect the obligation of the Contractor, at its own expense, to repair, correct, renew, or replace any defects or imperfections in the Work or the quality of the materials used in or about the Work under the Contract, nor any damage due or attributable to such defective Work, which defective Work, imperfections or damage shall have been discovered on or before the final inspection and acceptance of the Work. The City Manager shall be the sole judge of such defective Work, imperfections or damage, and the Contractor shall be liable to the City for failure to correct the same as provided herein.

**8.3 Partial Payments.**

**8.3.1** The Contractor shall submit to the City Manager an invoice, in writing, sufficiently in advance of the due date to allow approval and payment in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) of the amount of Work performed and the value thereof based upon the Contract price according to the following schedule:

<b>Payment Due Date</b>	<b>Amount</b>
April 1, 2012	\$ 45,183.00
May 1, 2012	\$ 45,183.00
June 1, 2012	\$ 45,183.00
July 1, 2012	<u>\$ 45,183.00</u>
2012 Total	\$ 180,732.00

**8.3.2** Provided that the City exercises its option to renew the Contract for the 2013 season, the Contractor shall submit to the City Manager an invoice, in writing, sufficiently in advance of the due date to allow approval and payment in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*). The Contract price for the Work performed in the 2013 season shall be established by an increase in the Contract price for the 2012 season, which increase shall be based upon the locally established Consumer Price Index or 3% of the Contract price for the 2012 season, whichever is less.

**8.3.3** Provided that the City exercises its option to renew the Contract for the 2014 season, the Contractor shall submit to the City Manager an invoice, in writing, sufficiently in advance of the due date to allow approval and payment in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*). The Contract price for the Work performed in the 2014 season shall be established by an increase in the Contract price for the 2013 season, which increase shall be based upon the locally established Consumer Price Index or 3% of the Contract price for the 2013 season, whichever is less.

**8.4 Payment approval.** Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

## **ARTICLE 9. GENERAL PROVISIONS**

**9.1 Governing Law.** All applicable federal and state laws and the rules and regulations of all authorities having jurisdiction over the Work shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written therein in full. This Contract shall be governed by the laws of the State of Illinois.

**9.2 Severability of Clauses.** The illegality or invalidity of any term or clause of this Contract shall not affect the validity of the remainder of this Contract, and the Contract shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

**9.3 Waiver of Breach.** The waiver by either party of any breach of this Contract shall not constitute a waiver as to any other breach.

**9.4 Written Notice.** Written notices between City and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, via overnight delivery (UPS or FedEx), or via fax with confirmed receipt, or via e-mail, with a confirming fax or overnight delivery, addressed to the above parties as follows:

A. If to City:

City of Elmhurst  
209 N. York Street  
Elmhurst, Illinois 60126  
Attn: City Manager

B. If to Contractor:

Clarke Environmental Mosquito Management, Inc.  
110 East Irving Park Road, 4<sup>th</sup> Floor  
Roselle, Illinois 60172  
Attn: John Lyell Clarke III, President

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

**9.5 Obligations Survive.** The obligations or duties imposed upon the Contractor under the Contract shall survive any closeout of the Work or termination of the Contract.

**9.6 Successors and Assigns.** The City and the Contractor each binds itself, its successors and assigns and legal representative to other party hereto and the successors, assigns and legal

representative of such other party in respect to all covenants, agreements and obligations contained herein.

**9.7 Independent Contractor.** The Contractor is an independent contractor and in providing its services under this Contract shall not represent to any third party that its authority is greater than that granted to it under the terms of the Contract.

**9.8 Permits and Fees.** The Contractor is not responsible for any permits or fees which might be assessed upon the City by federal, state or local government. When the City authorizes or directs in writing the acquisition of such permits or payment of such fees, the City will reimburse the Contractor the amount paid for all such permits and fees.

**9.10 Right to Audit.** The City shall have the right to have access to and audit all of the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract throughout the term and for a period of three (3) years after payment. In addition, the City or its authorized representative shall have access to the Contractor's facilities and shall be provided adequate and appropriate Work space, in order to conduct audits in compliance with this article.

**9.11 Confidentiality.** The Contractor shall keep all information concerning the Work confidential, except for communications incident to completion of the Work between the City, the Contractor and the public, and their independent subcontractors, suppliers, and sub-consultants, and except for publicity approved by the City and communications in connection with filings with governmental bodies having jurisdiction over the Work.

**9.12 Cooperation with City's Consultants.** The Contractor shall cooperate with any consultant retained by the City, but the Contractor shall not be contractually responsible for such consultants.

**9.13 Entire Contract.** This Contract represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the City and Contractor.

**9.14 Contractor Record Retention.** The Contractor and all subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the City under the contract and subcontract. The books and records shall be maintained by the Contractor and all subcontractors in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Contractor and subcontractors shall be available for review and audit by the City. The Contractor and all subcontractors shall comply (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*); (b) with any request for

public records made pursuant to any audit; and (c) by providing full access to and copying of all relevant books and records within a time period which allows the City to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the Contractor to maintain the books, records and supporting documents required by this section or the failure by the Contractor to provide full access to and copying of all relevant books and records within a time period which allows the City to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the City for the recovery of any funds paid by the City under this Agreement or for the recovery for any penalties or attorneys' fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement. The Contractor and subcontractor shall include the requirements of this Article in all subcontracts.

**9.15 Contractor's Certification.** The Certification Form attached hereto shall be executed by the Contractor and it is agreed among the parties that the assurances contained in the Certification Form are each a material representation of fact upon which reliance is placed by the City in entering into this agreement with the Contractor.

This Contract is executed that day and year first written above.

**City:**  
City of Elmhurst

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

Attest:

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

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

By: \_\_\_\_\_  
John Lyell Clarke III, President

Attest:

By: \_\_\_\_\_  
Andrew P. Tecson, Secretary

**EXHIBIT A**

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**CG 20 10 03 97**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULE PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Who Is An Insured (Section II)** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

*Copyright, Insurance Services Office, Ins. 1996*

**EXHIBIT B**

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**CG 20 26 11 85**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Who Is An Insured (Section II)** is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

*Copyright, Insurance Services Office, Ins. 1984*

**EXHIBIT C**

**POLICY NUMBER:**

**COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04**

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name of Additional Insured Person(s) or Organization(s):</b>	<b>Location and Description of Completed Operations</b>
Information required to complete this Section, if not shown above, will be shown in the Declarations.	

**Section II – Who is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products—completed operations hazard."

CG 20 37 07 04

© ISO Properties, Inc., 2004

**EXHIBIT D (EXAMPLE)**

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>				<b>DATE (MM/DD/YYYY)</b>													
PRODUCER  <p align="center">Fully Completed</p>		<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>															
INSURED  <p align="center"><b>COVERAGES</b> Fully Completed</p>		<b>INSURERS AFFORDING</b>		<b>NAIC #</b>													
		INSURER A: Name of Insurance Company		Completed													
		INSURER B: Name of Insurance Company		Completed													
		INSURER C: Name of Insurance Company		Completed													
		INSURER D: Name of Insurance Company		Completed													
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																	
<b>INSR LTR</b>	<b>ADD'L INSR D</b>	<b>TYPE OF INSURANCE</b>	<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE (MM/DD/YY)</b>	<b>POLICY EXP.IDATE (MM/DD/YY)</b>												
A	X	<b>GENERAL LIABILITY CG001</b>  <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OWNERS & CONT PROT ((IF REQUIRED)) <input type="checkbox"/>															
		GEN'L AGGREGATE LIMIT APPLIER PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Policy Number	Policy Start Date	Policy End Date												
					<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">EACH OCCURRENCE</td> <td style="width:30%;">\$ 1,000,000</td> </tr> <tr> <td>DAMAGE TO RENTED PREMISES (Ea. Occur.)</td> <td>\$ 50,000</td> </tr> <tr> <td>MED EXP (Any one person)</td> <td>\$ 5,000</td> </tr> <tr> <td>PERSONAL &amp; ADV INJURY</td> <td>\$ 1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td>\$ 2,000,000</td> </tr> <tr> <td>PRODUCTS-COMP/OP AGG</td> <td>\$ 1,000,000</td> </tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea. Occur.)	\$ 50,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS-COMP/OP AGG	\$ 1,000,000
EACH OCCURRENCE	\$ 1,000,000																
DAMAGE TO RENTED PREMISES (Ea. Occur.)	\$ 50,000																
MED EXP (Any one person)	\$ 5,000																
PERSONAL & ADV INJURY	\$ 1,000,000																
GENERAL AGGREGATE	\$ 2,000,000																
PRODUCTS-COMP/OP AGG	\$ 1,000,000																
A		<b>AUTOMOBILE LIABILITY</b>															
					<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">COMBINED</td> <td style="width:30%;">\$</td> </tr> </table>	COMBINED	\$										
COMBINED	\$																

						BODILY INJURY (PER PERSON)	\$
						BODILY INJURY (PER PERSON)	\$
						PROPERTY DAMAGE (PER PERSON)	\$
		<b>GARAGE LIABILITY</b>  <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
B	X	<b>EXCESS UMBRELLA LIABILITY</b>  <input type="checkbox"/> OCCUR <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE	\$10,000,0 00
						AGGREGATE	\$10,000,0 00
C		<b>WORKES COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	Policy Number	Policy Start Date	Policy End Date	WC STATUTORY LIMITS OTHER	
						E.L. EACH ACCIDENT	\$1,000,00 0
						E.L. DISEASE- EA EMPLOYEE	\$1,000,00 0
						E.L. DIESEASE- POLICY LIMIT	\$1,000,00 0
			<b>OTH</b>	Policy	Policy Start	Policy End	
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS</b>							
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>			
Additional Insured: City of Elmhurst, its officials, employees, agents and volunteers.				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,			
				SIGNATURE OF AUTHORIZED AGENT			

ACORD 25 (2001/08)  
1988

Acord Corp.

## EXHIBIT E

### ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:

Name of Insured:

Policy Number:

Policy Period:

Endorsement Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability  
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy / coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work."

For purposes of this endorsement, "arising out of your work" shall mean:

- A. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
- B. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
- C. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
- D. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

## CERTIFICATION FORM

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

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

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

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

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

- (A) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:
  - (1) Publishing a statement:
    - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
    - b. Specifying the actions that will be taken against employees for violations of such prohibition;
    - c. Notifying the employee that, as a condition of employment on such Contract, the employee will;
      - i. Abide by the terms of the statement;

- ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
  - (2) Establishing a drug-free awareness program to inform employees about:
    - a. the dangers of drug abuse in the workplace;
    - b. the Contractor's policy of maintaining a drug-free workplace;
    - c. any available drug counseling, rehabilitation, and employee assistance program; and
    - d. the penalties that may be imposed upon employees for drug violations;
  - (3) Making it a requirement to give a copy of the statement required by Subsection (A)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
  - (4) Notifying the City within ten (10) days after receiving notice under paragraph(A)(1)c from an employee or otherwise receiving actual notice of such conviction;
  - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
  - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
  - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- (B) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;
  - (C) no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a

City officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the City in writing the name(s) of the holder of such interest.

- (D) no officer or employee of the City has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code; and
- (E) the Contractor has not given to any officer or employee of the City any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code.
- (F) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.
- (G) the Contractor acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this agreement are considered a public record of the City; and therefore, within thirty (30) days of completion of the work required of the Contractor under this agreement, the Contractor shall produce to the City, in electronic format, all records that directly relate to the governmental function performed by the Contractor under this agreement at no additional cost to the City; and furthermore, the Contractor

shall review its records and promptly produce to the City any additional records in the Contractor's possession which the City requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Contractor shall produce to the City such records within three (3) business days of a request for such records from the City at no additional cost to the City.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Dated: \_\_\_\_\_, 2012

Contractor:

\_\_\_\_\_

By:

\_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_

*(Print Name of Owner or Officer) (Title or*

*Office)*

STATE OF ILLINOIS )

) ss.

COUNTY OF \_\_\_\_\_ )

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that

\_\_\_\_\_ known to me to be the \_\_\_\_\_ of  
*(Name of Owner or Officer) (Title or Office)*

\_\_\_\_\_, appeared before me this day in person and, being first duly sworn on

*(Name of Contractor)*

oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: \_\_\_\_\_, 2012

\_\_\_\_\_

Notary Public

## **COUNCIL ACTION SUMMARY**

**SUBJECT:** Ordinance approving and authorizing the execution of an agreement by and between the City of Elmhurst and Clarke Environmental Mosquito Management, Inc. for Mosquito Abatement Services for the City of Elmhurst, Illinois

**ORIGINATOR:** Public Works and Buildings Committee, City Attorney

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

Pursuant to the recommendations of the Public Works and Buildings Committee, the City Attorney prepared an ordinance approving and authorizing the execution of a three-year agreement between the City and Clarke Environmental Mosquito Management, Inc. for mosquito abatement services.

**ZO-01-2012**

**AN ORDINANCE APPROVING A TEXT AMENDMENT TO THE CITY OF 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**

---

**WHEREAS**, the City of Elmhurst (the “City”) maintains the City Zoning Ordinance (the Zoning Ordinance”), which is codified in Chapter 22 of the City’s Municipal Code; and

**WHEREAS**, the City Council deems it reasonable and prudent to periodically review said Zoning Ordinance and make necessary changes; and

**WHEREAS**, the City is authorized to propose text amendments to the Zoning Ordinance; and

**WHEREAS**, the City has made application to amend Sections 8.3-1, 8.3-2, 8.6-1 and 8.6-2 of the Zoning Ordinance to reclassify day care center and pre-school uses from Permitted Uses to Conditional Uses in the C1 and C4 Zoning Districts; and

**WHEREAS**, a public hearing to consider the above text amendment to said Zoning Ordinance had been conducted by the City Zoning and Planning Commission (the “Commission”), pursuant to appropriate and legal notice; and

**WHEREAS**, during said public hearing, all persons desiring to be heard were afforded an opportunity to give testimony and make comments for the record; and

**WHEREAS**, the Commission, after considering all evidence and testimony at the public hearing, has filed its findings and recommendations with the Development, Planning and Zoning Committee (the “DPZ”) of the City, recommending approval of the text amendment described herein; and

**WHEREAS**, the DPZ, after reviewing and considering the Commission findings, minutes

and report, recommended approval of the text amendment described herein; and

**WHEREAS**, the City Council has considered the findings and recommendations of the DPZ and the Commission.

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

**Section 1.** The foregoing recital clauses to this Ordinance are adopted as the findings of the Corporate Authority of the City of Elmhurst and are incorporated herein by specific reference.

**Section 2.** Section 8.3-1, entitled “Permitted Uses,” of Chapter 8, entitled “Office and Commercial Districts,” of the City Zoning Ordinance, is hereby amended by deleting paragraph 25 thereof and renumbering the subsequent paragraphs to reflect the deletion of paragraph 25.

**Section 3.** Section 8.3-2, entitled “Conditional Uses,” of Chapter 8, entitled “Office and Commercial Districts,” of the City Zoning Ordinance, is hereby amended by inserting the following new paragraph thereto and renumbering the subsequent paragraphs in descending order to reflect the addition of the new paragraph to read as follows (proposed language in bold):

**6. Day care centers and pre-schools**

**Section 4.** Section 8.6-1, entitled “Permitted Uses,” of Chapter 8, entitled “Office and Commercial Districts,” of the City Zoning Ordinance, is hereby amended by deleting paragraph 25 thereof and renumbering the subsequent paragraphs to reflect the deletion of paragraph 25.

**Section 5.** Section 8.6-2, entitled "Conditional Uses," of Chapter 8, entitled "Office and Commercial Districts," of the City Zoning Ordinance, is hereby amended by inserting the following new paragraph thereto and renumbering the subsequent paragraphs in descending order to reflect the addition of the new paragraph to read as follows (proposed language in bold):

**6. Day care centers and pre-schools**

**Section 6.** Any ordinance or portion of any ordinance in conflict with the provisions of this Ordinance is repealed solely to the extent of such conflict.

**Section 7.** This Ordinance shall be in full force and effect after its passage, approval and publication in the manner provided by law.

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

## **COUNCIL ACTION SUMMARY**

**SUBJECT:** Ordinance – To approve a City-requested text amendment to the 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.

**ORIGINATOR:** City Attorney

**DESCRIPTION OF SUBJECT MATTER:**

Pursuant to the recommendations of the Development, Planning and Zoning Committee, an ordinance approving a text amendment to the Zoning Ordinance for the purpose of reclassifying Day Care and Pre-School Uses from Permitted Uses to Conditional Uses in the C1 and C4 Zoning Districts.

**ZO-02-2012**

**AN ORDINANCE APPROVING A TEXT AMENDMENT TO THE CITY OF ELMHURST  
ZONING ORDINANCE FOR THE PURPOSE OF REQUIRING BICYCLE PARKING IN THE C2 AND C3  
ZONING DISTRICTS**

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**WHEREAS**, the City of Elmhurst (the “City”) maintains the City Zoning Ordinance (the Zoning Ordinance”), which is codified in Chapter 22 of the City’s Municipal Code; and

**WHEREAS**, the City Council deems it reasonable and prudent to periodically review said Zoning Ordinance and make necessary changes; and

**WHEREAS**, the City is authorized to propose text amendments to the Zoning Ordinance; and

**WHEREAS**, the City has made application to amend Chapter 10, entitled “Off-Street Parking and Loading Requirements,” of the Zoning Ordinance to require bicycle parking in the C2 and C3 Zoning Districts; and

**WHEREAS**, a public hearing to consider the above text amendment to said Zoning Ordinance had been conducted by the City Zoning and Planning Commission (the “Commission”), pursuant to appropriate and legal notice; and

**WHEREAS**, during said public hearing, all persons desiring to be heard were afforded an opportunity to give testimony and make comments for the record; and

**WHEREAS**, the Commission, after considering all evidence and testimony at the public hearing, has filed its findings and recommendations with the Development, Planning and Zoning Committee (the “DPZ”) of the City, recommending approval of the text amendment described herein; and

**WHEREAS**, the DPZ, after reviewing and considering the Commission findings, minutes and report, recommended approval of the text amendment described herein; and

**WHEREAS**, the City Council has considered the findings and recommendations of the DPZ and the Commission.

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

**Section 1.** The foregoing recital clauses to this Ordinance are adopted as the findings of the Corporate Authority of the City of Elmhurst and are incorporated herein by specific reference.

**Section 2.** Chapter 10, entitled “Off-Street Parking and Loading Requirements,” of the City Zoning Ordinance, is hereby amended by adding the following Section thereto (proposed language in bold):

**“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.

**b. Design Criteria and Dimensions**

1. Bicyclists must be able to lock their bicycles to the rack with the rack supporting the bicycle in an upright position.
2. 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.
3. 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.
4. Parking for bicycles shall include a 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.
5. 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, structure, 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.”

**Section 3.** Any ordinance or portion of any ordinance in conflict with the provisions of this Ordinance is repealed solely to the extent of such conflict.

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

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

## **COUNCIL ACTION SUMMARY**

**SUBJECT:** Ordinance – To approve a City-requested text amendment to the Zoning Ordinance, for the purpose of requiring bicycle parking in the C2 and C3 Zoning Districts.

**ORIGINATOR:** City Attorney

**DESCRIPTION OF SUBJECT MATTER:**

Pursuant to the recommendations of the Development, Planning and Zoning Committee, an ordinance approving a text amendment to the Zoning Ordinance for the purpose of requiring bicycle parking in the C2 and C3 Zoning Districts.

**R -10- 2012**

**A RESOLUTION AUTHORIZING  
THE ISSUANCE OF A NOTICE OF AWARD FOR  
THE 2012 FIRE HYDRANT AND WATERMAIN VALVE REPAIR PROJECT  
IN THE CITY OF ELMHURST, ILLINOIS**

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**WHEREAS**, the City of Elmhurst (hereinafter the "City") sent invitations to bid to qualified contractors and publicly advertised for sealed bids for the 2012 Fire Hydrant and Watermain Valve Repair Project (hereinafter the "Project"); and

**WHEREAS**, Instructions to Bidders and proposal forms (hereinafter the "Bid Documents") were made available to prospective bidders; and

**WHEREAS**, in the Bid Documents, the City requested the performance of work that would include the removal and replacement of nine fire hydrants and five watermain valves and related restoration work at various locations throughout the City; and

**WHEREAS**, the City received and evaluated bids from eight potential contractors; and

**WHEREAS**, the City's Public Works and Buildings Committee reviewed the bids and has recommended that Cerniglia Company, Inc. of Melrose Park, Illinois (hereinafter "Cerniglia") be found to have provided the lowest responsive bid for the Project in the amount of One Hundred Twenty-Six Thousand Ten and 00/100ths Dollars (\$126,010.00) ; and

**WHEREAS**, Cerniglia has not been disqualified from bidding and its proposal met, without exception, all of the requirements of the Bid Documents.

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

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

**Section 2.** It is hereby determined that it is advisable, necessary and in the public interest that the City contract for the Project and does hereby direct that a Notice of Award be issued to Cerniglia for the Project at the prices set forth in its proposal.

**Section 3.** It is hereby determined that Cerniglia is the lowest responsible bidder for the Project and Cerniglia, has not been disqualified from bidding, and its proposal met, without exception, all of the requirements of the Bid Documents.

**Section 4.** Cerniglia has performed similar work for the City in the past, which was done in a satisfactory manner.

**Section 5.** The Mayor is hereby authorized to execute and the City Clerk is hereby authorized to attest to the Notice of Award for the Project, which Notice of Award is attached hereto marked as Exhibit "A" and made a part hereof.

**Section 6.** The Mayor is hereby authorized to execute and the City Clerk is hereby authorized to attest to the Contract with Cerniglia for the Project, which Contract is attached hereto as Exhibit "B" and made a part hereof, provided that Cerniglia returns to the City, within ten days of receipt of the Notice of Award, an executed Contract with all other necessary written Contract documents attached, properly executed by it, along with the proper Contract bonds and certificates of insurance.

**Section 7.** The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the Contract or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois

Department of Labor, shall be paid for each craft or type of worker needed to execute the Contract or to perform such work.

**Section 8.** This Resolution shall take effect upon its passage and approval in pamphlet form.

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 County, Illinois

**EXHIBIT "A"**  
**CITY OF ELMHURST, ILLINOIS**  
**NOTICE OF AWARD**

TO: Cerniglia Company, Inc.  
3421 West Lake Street.  
Melrose Park, Illinois 60160

PROJECT DESCRIPTION: City of Elmhurst 2012 Fire Hydrant and Watermain Valve Repair Project

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

YOU ARE HEREBY NOTIFIED that your bid has been accepted in the amount of One Hundred Twenty-Six Thousand Ten and 00/100ths Dollars (\$126,010.00), subject to the execution of the Contract and the furnishing of the proper bonds and insurance.

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

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

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

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

City of Elmhurst, Illinois,

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

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

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

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by \_\_\_\_\_.  
this \_\_\_\_ day of \_\_\_\_\_, 2012.

Cerniglia Company, Inc.  
By: \_\_\_\_\_

**EXHIBIT "B"**  
**CONTRACT**

This Contract is made this \_\_\_\_ day of \_\_\_\_\_, 2012, between the City of Elmhurst, the City, and Cerniglia Company, Inc., the Contractor, for the **2012 Fire Hydrant and Watermain Valve Repair Program, Project 11-16.**

The Contractor hereby agrees as hereinafter set forth:

1. **The Work.** For and in consideration of the payments to be made by the City to the Contractor, and according to the terms of the Contract, the City and the Contractor agree that the Contractor at its own proper cost and expense shall perform all of the work required for the **2012 Fire Hydrant and Watermain Valve Repair Program, Project Number 11-16**, in the City of Elmhurst, DuPage County, Illinois, and to furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement in strict compliance with the contract documents, which contract documents are made an essential part of this Contract.

2. **Contract Sum.** The City shall pay the Contractor for the performance of the work, at the unit prices set forth in the Contractor's Proposal as full compensation for furnishing all the materials, for doing all work contemplated and specified in this contract, for all loss or damage arising out of the nature of the work or from any action of the elements, or from any unforeseen difficulties which may be encountered in the prosecution of the same, for all risks of every description connected with the work, and for well and faithfully completing the work, and the whole thereof, in full compliance with the plans and contract documents, and within the time stated in the Proposal, hereby made a part of hereof, which time is hereby declared to be of the essence of this contract. The undersigned Contractor declares that it understands that the quantities shown in the Proposal are approximate only and that they are subject to increase or decrease; and agrees that it will take, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices forming a part of this Contract.

3. **Contract Time.** The Work will commence expeditiously after the date the City gives the Contractor written notice to proceed. The work shall be substantially completed within thirty (30) calendar days after the date of such notice, unless an extension of time is granted in accordance with the Specifications.

4. **Payments.** Partial payment, acceptance, and final payment is to be made to the Contractor in accordance with and subject to the provisions embodied in the General Conditions, which are made a part of this Contract. The City shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*).

5. **Assignment of Contract.** The Contract shall be deemed to be exclusive between City and Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the City. The City may refuse to accept any substitute Contractor for any reason.

6. **Notices.** Written notices between City and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

a. If to City:

City of Elmhurst  
209 North York Road  
Elmhurst, Illinois 60126  
Attn: Mr. James A. Grabowski, City Manager

b. If to Contractor:

Cerniglia Company, Inc.  
3421 West Lake Street  
Melrose Park, Illinois 60160  
Attn: \_\_\_\_\_

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

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

- (a) Addenda, if any (none unless indicated here) \_\_\_\_\_
- (b) Notice to Bidders and Invitation for Bids
- (c) Instructions to Bidders
- (d) Contractor's Certification
- (e) City of Elmhurst Qualification Forms
- (f) Affidavit of Availability
- (g) Proposal
- (h) Contract
- (i) Contract Bond
- (j) Specifications
- (k) Special Provisions

- (l) Check Sheet for Recurring Special Provisions
- (m) Bureau of Design and Environment Special Provisions Check Sheet
- (n) Attachments
- (o) Standard Specifications for Road and Bridge Construction adopted January 1, 2007, as amended by the ERRATA to the Standard Specifications for Road and Bridge Construction, adopted January 1, 2007 and revised January 1, 2011; all of the Supplemental Specifications listed in the contract documents and those Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions, adopted January 1, 2011, indicated on the Check Sheet included in the contract documents supplement the Standard Specifications for Road and Bridge Construction, the Bureau of Design and Environment (BDE) Special Provisions, indicated on the Check Sheet included in the contract documents, the Local Roads Special Provisions, LR 105, "Cooperation with Utilities"; LR 107-4, "Insurance"; LR 107-5 "Substance Abuse Prevention Program" and the "Manual for Materials Inspection," January 1, 2007, all issued by the State of Illinois, Department of Transportation and the "National Manual on Uniform Traffic Control Devices for Streets and Highways" (2003 Edition) supplemented by the "Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways" (2003 Edition) issued by the Illinois Department of Transportation
- (p) The "Standard Specifications for Sewer and Water Main Construction in Illinois" Sixth Edition, July 2009 excluding Sections 2, 3, 4, 5, 6, 7, 8 and 9 of Division I General Requirements and Covenants (hereinafter referred to as the "Standard Specifications for Sewer and Water Main Construction") are hereby incorporated by reference and shall apply to and govern the construction of all sewer and water main work of the City of Elmhurst 2012 Fire Hydrant and Watermain Valve Repair Program, Project 11-16 DuPage County, Illinois.
- (q) DuPage County, Illinois Prevailing Wages

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

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

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

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

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

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

City: City of Elmhurst

Contractor: Cerniglia Company Inc.

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

By: \_\_\_\_\_  
*(Name of Owner or Officer), (Title or Office)*

Attest:

Attest:

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

By: \_\_\_\_\_  
*(Name of Officer Attesting) (Title or Office)*

## **COUNCIL ACTION SUMMARY**

**SUBJECT:** Resolution Authorizing the Issuance of a Notice of Award for the 2012 Fire Hydrant and Watermain Valve Repair Project

**ORIGINATOR:** City Attorney

**DESCRIPTION OF SUBJECT MATTER:**

The City authorized the advertisement of bids for the 2012 Fire Hydrant and Watermain Valve Repair Project. There were eight contractors that bid for this Project. Upon the Public Works and Buildings Committee's review of the bids, it was determined that Cerniglia Company, Inc. of Melrose Park, Illinois was found to be the lowest responsible bidder.

R- 11 - 2012

**A RESOLUTION APPROVING  
AND AUTHORIZING THE EXECUTION OF AN  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BY AND BETWEEN THE CITY OF ELMHURST AND  
REM MANAGEMENT SERVICES, INC.**

---

**WHEREAS**, the City of Elmhurst (the "City") requires professional consulting services for the recruitment, screening and selection of a new City of Elmhurst Police Chief (the "Project"); and

**WHEREAS**, REM Management Services, Inc. (the "Consultant") has experience and expertise in the recruitment, screening and selection process for management positions, is in the business of providing professional consulting services of the type and nature required, and is willing and able to perform the services required by the City for the Project; and

**WHEREAS**, the City has selected the Consultant to perform the required services in accordance with all legal requirements for procurement of professional services; and

**WHEREAS**, the corporate authorities of the City of Elmhurst have determined that it is advisable, necessary and in the public interest that the City enter into the Agreement between the City of Elmhurst and REM Management, Inc. for Professional Consulting Services, which Agreement is attached hereto marked as Exhibit "A" and made a part hereof (the "Agreement").

**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:** It is hereby determined that it is advisable, necessary and in the public interest for the City to enter into the Agreement between the City of Elmhurst and REM Management Services, Inc. for Professional Consulting Services.

**Section 3:** The Mayor be and is hereby authorized and directed to execute, and the City Clerk be and is hereby authorized and directed to attest, on behalf of City, the Agreement between the City of Elmhurst and REM Management Services, Inc. for Professional Consulting Services.

**Section 4:** This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

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"**

**AGREEMENT BETWEEN THE CITY OF ELMHURST  
AND REM MANAGEMENT SERVICES, INC.  
FOR PROFESSIONAL CONSULTING SERVICES**

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THIS AGREEMENT is made this \_\_\_\_\_ day of March, 2012, between the City of Elmhurst, an Illinois municipal corporation with offices at 209 North York Road, Elmhurst, DuPage County, Illinois (the "City") and REM Management Services, Inc., a corporation, licensed to do business in the State of Illinois, with offices in Illinois (the "Consultant").

**WITNESSETH:**

WHEREAS, the City requires professional consulting services for the recruitment, screening and selection of the new Police Chief for the City (the "Project"); and

WHEREAS, the Consultant has experience and expertise in matters related to the Project, is in the business of providing professional consulting services of the type and nature required for the Project, and is willing and able to perform the required services for the City; and

WHEREAS, the City has selected the Consultant to perform the required services in accordance with all legal requirements for procurement of professional services.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein set forth, and other good and valuable consideration, the parties hereby agree as follows:

**Section 1:     **Scope of Services.****

1. The Consultant shall provide the basic services specified in Exhibit A, which is attached to this Agreement and made a part hereof.

**Section 2:     **Compensation.****

1. The City shall pay the Consultant for services rendered only in accordance with the provisions of this Agreement.
2. Consultant will be compensated as set forth in the attached Exhibit B, which is made a part hereof. For the scope of basic services set forth in Exhibit A, the cost shall not exceed Fourteen Thousand Five Hundred Dollars (\$14,500.00).

3. The Consultant shall submit to the City, on a monthly basis, its invoices for services rendered and allowable actual out-of-pocket costs.
4. Upon completion of the work by the Consultant, delivery of all plans, specifications or other documents to be prepared by the Consultant pursuant to the scope of services set forth in Exhibit A attached hereto, and acceptance thereof by the City, the City shall make the final payment to the Consultant.
5. The Consultant acknowledges that payment by the City of any fees due under this Agreement shall not release any rights the City may have hereunder or diminish any of the Consultant's obligations hereunder.

**Section 3: Consultant as Independent Contractor.**

1. The relationship of the Consultant and any sub-consultants to the City is that of independent contractor, and nothing in this Agreement is intended or to be construed to create an agency, employment, or joint venture relationship, or any other relationship which could allow the City to exercise control or direction over the manner or method by which the Consultant or its sub-consultants provide services hereunder.
2. The Consultant warrants that all personnel provided by it with respect to the Project shall be employees of the Consultant. At all times during the course of performing services hereunder, the Consultant's employees shall be and remain employees of the Consultant and not employees of the City. The Consultant, and not the City, shall be solely and exclusively responsible to pay wages; salaries; pensions; overtime, holiday, sick and vacation pay; federal and state withholding and unemployment taxes; FICA; Social Security; Medicare; health, accident and life insurance; or any other claim, obligation, demand, tax, benefit, wage or other payroll-related expense or penalty that may occur under local, state or federal law. The Consultant shall defend, indemnify and hold the City harmless from any and all claims, demands, judgments and awards for such items and any other employment obligations for the Consultant's employees provided by it with respect to the Project. Such employees shall be deemed in all respects and at all times to be the employees of the Consultant and not of the City. The Consultant shall also have the sole obligation to make or cause to be made payments which may be due under the Worker's Compensation Act (820 ILCS 305/1, et seq.), and to meet any and all other obligations which an employer may have under local, state and federal laws. The Consultant expressly waives any right or claim it might have, including those set forth in the Worker's Compensation Act, and especially those set forth in 305/1(a)(4) thereof, to recover from the City any worker's compensation claims, attorneys' fees, expenses or other costs on account of any injury or worker's compensation claim made by any employee of the Consultant providing services pursuant to this

Agreement.

**Section 4: Work Made for Hire.**

1. All work product created or developed hereunder, including but not limited to, specifications, reports and any other documents prepared by the Consultant in connection with any or all of the consulting services delivered to the City is for the use of and shall be the exclusive property of the City. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the Consultant relating in any manner to the consultant services performed by the Consultant or by anyone else and used by the Consultant in performance of the consultant services shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

The Consultant hereby irrevocably assigns and transfers to the City and its successors and assigns all of their right, title, interest and ownership in the consulting services, including but not limited to, copyrights, trademarks, patents, trade secret rights, all intellectual property rights and the rights to secure any renewals, reissues, and extensions thereof. The Consultant grants permission to the City to register the copyright and other rights in the consultant services in the City's name. The Consultant shall give the City or any other person designated by the City all assistance reasonably necessary to perfect its rights under this Agreement and to sign such applications, documents, assignment forms and other papers as the City requests from time to time to further confirm this assignment. The Consultant further grants to the City full, complete and exclusive ownership of the consultant services. The Consultant shall not use the consultant services for the benefit of anyone other than the City, without the City's prior written permission. Upon completion of the consulting services or other termination of this Agreement, the Consultant shall deliver to the City all copies of any and all materials relating or pertaining to this Agreement. The Consultant irrevocably and unconditionally waives all rights in all such consultant services products. The Consultant warrants that all work product will be original, except as otherwise agreed in writing with the City.

In the event that the City provides the Consultant with materials, equipment or property of any kind, all such materials, equipment and property shall remain the property of the City, and the Consultant shall immediately deliver all such materials, equipment and property to the City at the conclusion of services hereunder or at any earlier time upon demand by the City.

**Section 5: Books and Records.**

1. All books, records, files, forms, reports, memorandums, papers, accounts and documents relating in any manner to the City's business, shall be the exclusive property of the City and shall be turned over to the City at the time this Agreement terminates. The Consultant hereby acknowledges that it has turned over all such documents that it knows of at this time and hereby agrees to return any that he should discover after this date.

**Section 6: Insurance.**

1. The Consultant shall procure and maintain for the duration of this Agreement, and for three (3) years thereafter, insurance against errors and omissions and claims for injuries to its employees which may arise from or are in conjunction with the performance of the work hereunder by the Consultant, its agents, representatives, employees, or subcontractors.
  - a. Minimum Scope of Insurance  
Coverage shall be at least as broad as:
    - (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);
    - (2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);
    - (3) Professional Liability/Malpractice Liability policy; and
    - (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.
  - b. Minimum Limits of Insurance  
The Consultant shall maintain limits no less than:
    - (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be \$1,000,000 per project.
    - (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.

- (3) Professional Liability: \$1,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Worker's Compensation and Employers' Liability: Worker's Compensation limits of \$500,000 and as Employers' Liability limits of \$500,000 per accident.
- (5) Umbrella Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum Aggregate shall be no less than \$1,000,000 per person, per aggregate.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees and volunteers; or the City shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

(1) General Liability and Automobile Liability Coverages

- (a) The City, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Consultant; or automobiles owned, lease, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and volunteers.
- (b) The Consultant's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the Consultant, its officials, agents, employees, and volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the

policies shall not affect coverage provided to the City, its officials, agents, employees, and volunteers.

- (d) The Consultant's insurance shall contain a severability of interests clause or language stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

e. Acceptability of Insurers

The insurance carrier used by the Consultant shall have a minimum insurance rating of A VII according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. Verification of Coverage

The Consultant shall furnish the City with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the City before any work commences. The City reserves the right to request full certified copies of the insurance policies.

**Section 7: Indemnification.**

1. To the fullest extent permitted by law, the Consultant shall indemnify, hold harmless, protect and defend the City, its officers, employees and agents, from and against any and all liability, claims, damages, losses, suits, demands, proceedings and actions, including attorneys' fees, costs and expenses of defense, which may arise from, grow out of, result from or be related directly or indirectly to any loss, damage, injury, death or damage to property resulting from the performance of services of the Consultant or any sub-consultant under this Agreement, or from any negligent or willful acts, errors or omissions in the

performance of services of the Consultant or any sub-consultant hereunder, or from any breach of the Consultant's obligations or any material default by the Consultant hereunder.

2. Nothing contained herein shall be construed as prohibiting the City, its officers, employees or agents from defending, through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings or actions brought against them. The City's participation in its defense shall not remove the Consultant's duty to indemnify, defend and hold the City harmless as set forth herein.
3. Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of insurance coverage herein provided.
4. The Consultant's indemnification of the City shall survive the termination or expiration of this Agreement.

**Section 8: Standard of Performance.**

1. The Consultant, its employees and any sub-consultants shall exercise reasonable skill, care and diligence in the performance of the services required under this Agreement in accordance with customarily accepted good professional practice for their respective professions. Such performance shall be to the satisfaction of the City, and shall meet or exceed the quality and standards commonly accepted in the industry.
2. All services provided by the Consultant shall be performed in a reasonably prompt manner. The Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay, and shall give the Project such priority in its office as is necessary to cause its services hereunder to be timely and properly performed.
3. If any errors, omissions or acts, intentional or negligent, are made by the Consultant or any sub-consultant, in any phase of the work, the correction of which requires additional field or office work, the Consultant shall be required to perform such additional work as may be necessary to remedy same without undue delay and without any cost to the City.
4. Acceptance of the work by the City shall not relieve the Consultant of its responsibility for the quality of its work, or for its liability for loss or damage resulting therefrom.

**Section 9: Conflict of Interest**

1. The Consultant covenants that it has no conflicting public or private interest and shall not acquire, directly or indirectly, any such interest which would conflict in any manner with the performance of its services under this Agreement.

**Section 10: Ownership of Documents.**

1. The Consultant agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, computations and all other documents prepared for the City under the terms of this Agreement shall be properly arranged, indexed and delivered to the City.
2. The documents and materials made or maintained by the Consultant under this Agreement shall be and will remain the property of the City, and the City shall have the right to use same without restriction or limitation and without compensation to the Consultant other than as provided for in this Agreement.
3. The City acknowledges that the use of information that becomes the property of the City pursuant to Paragraph 2 hereof, for purposes other than those contemplated in this Agreement, shall be at the City's sole risk.
4. The Consultant may, at its sole cost and expense, reproduce and maintain copies of documents made or maintained by it under this Agreement.
5. The Consultant will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the City except as expressly authorized by the City. The Consultant shall treat such information at all times as confidential. The Consultant acknowledges that each of the following can contain confidential information of the City and that the disclosure of any of the following by the Consultant without the City's express authorization would be harmful and damaging to the City's interests:
  - a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases and which are not otherwise known to the public.
  - b. All information relating to the services being performed by the Consultant under this Agreement, regardless of its type or form and which are not otherwise known to the public.

- c. Ideas, concepts, designs and plans which are specifically involved with the services being performed by the Consultant under this Agreement which are created, designed, enhanced by the Consultant and which are not otherwise known to the public.
- d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through Consultant's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

- 6. In the event of breach of the confidentiality provisions of this Agreement, it shall be conclusively presumed that irreparable injury would result to the City and there would be no an adequate remedy at law. The City shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this Agreement. The City is entitled to damages for any breach of the injunction, including, but not limited to, compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this Agreement survive the termination or performance of this Agreement.

**Section 11: Certifications.**

- 1. The Consultant certifies that the Consultant, its shareholders holding more than five percent (5%) of the outstanding shares of the Consultant, its officers and directors are:
  - a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
  - b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
  - c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
  - d. in compliance with equal employment opportunities and that during the performance of this Agreement, the Consultant shall:
    - (1) Not discriminate against any employee or applicant for

employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- (2) If it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Consultant's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Consultant in its efforts to comply with such Act and Rules and Regulations, the Consultant will promptly so notify the Illinois Department of Human Rights and the City, and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to

ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

- (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.
- (8) Consultant (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that Consultant will retain such certifications in its files.
- (9) In the event of the Consultant's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

- e. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- f. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the Consultant may be declared ineligible for future contracts with the City, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed

or remedies invoked as provided by statute or regulation.

- g. in compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:
  - (1) Publishing a statement:
    - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Consultant's workplace.
    - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
    - (c) Notifying the employee that, as a condition of employment on such Agreement, the employee will:
      - (i) abide by the terms of the statement; and
      - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
  - (2) Establishing a drug-free awareness program to inform employees about:
    - (a) the dangers of drug abuse in the workplace;
    - (b) the Consultant's policy of maintaining a drug-free workplace;
    - (c) any available drug counseling, rehabilitation, and employee assistance program; and
    - (d) the penalties that may be imposed upon employees for drug violations.
  - (3) Making it a requirement to give a copy of the statement required by subparagraph D.1.g.(1) to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.

- (4) Notifying the City within ten (10) days after receiving notice under Subparagraph D.1.g.(1)(c)(ii) from any employee or otherwise receiving actual notice of such conviction.
  - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
  - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
  - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- h. not a City official, spouse or dependent child of a City official, agent on behalf of any City official or trust in which a City official, the spouse or dependent child of a City official has an interest in violation of Chapter 15 of the Municipal Code of the City.
  - i. not in violation of Chapter 15 of the Municipal Code of the City by an officer or employee of the City having solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Consultant.
  - j. not in violation of Chapter 15 of the Municipal Code of the City by the Consultant having given to any officer or employee of the City any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer.
  - k. the Consultant acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this Agreement are considered a public record of the City; and therefore, the Consultant shall review its records and promptly produce to the City any records in the City's possession which the City requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Consultant shall produce

to the City such records within three (3) business days of a request for such records from the City at no additional cost to the City.

**Section 12: Compliance with Laws.**

1. The Consultant and any sub-consultants shall comply with all Federal, State and local statutes, ordinances and regulations, and shall obtain all necessary permits and other mandated approvals, whenever applicable.

**Section 13: Modification or Amendment.**

1. The parties may modify or amend terms of this Agreement only by a written document duly executed by both parties.

**Section 14: Term of this Agreement.**

1. The term of this Agreement shall begin on the date the Agreement is fully executed by both parties, and shall continue in full force and effect until the earlier of the following occurs:
  - a. The termination of this Agreement in accordance with the terms of Section 15 hereof; or
  - b. Upon completion of the Project by the Consultant at a date no later than June 29, 2012, or at a date determined by the parties and agreed to in writing; or
  - c. The completion by the Consultant and the City of their respective obligations under this Agreement, in the event such completion occurs before the completion date, as stated in Subparagraph b of this Paragraph.
2. The Consultant shall not perform any work under this Agreement after the expiration date, as determined in accordance with Paragraph 1 of this Section, and the City shall have no obligation or liability to pay the Consultant for any work performed after the Agreement's expiration or termination.

**Section 15: Termination.**

1. Except as set forth in this Agreement, either party shall have the right to terminate this Agreement for any cause or for no cause, upon seven (7) days written notice to the other party; provided that in the event of the Consultant's insolvency, bankruptcy or receivership, this Agreement shall be terminated immediately upon receipt of notice thereof.

2. Upon any termination of this Agreement, all data, work product, reports and documents produced under this Agreement shall become the property of the City, and such documents shall be delivered to the City within fourteen (14) days of such termination.
3. Upon any termination of this Agreement, the City's liability to the Consultant shall be limited to payment of the Consultant's fees for work which was satisfactorily performed to the date of termination and any reimbursable expenses incurred up to the date of termination. Upon such termination, the City shall have no further obligation or liability for compensation of any expenses, fees or costs of the Consultant hereunder, except as provided in Paragraph 4 hereof.
4. The City may, at any time, by written order to the Consultant (Suspension of Services Order) require the Consultant to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The City, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order. The Consultant will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.
5. In the event of any termination hereunder, the Consultant shall consent to the City's selection of another consultant of the City's choice to assist the City in any way in completing the Project. The Consultant further agrees to cooperate by providing any information requested by the City in connection with completion of the Project. Any services provided by the Consultant which are requested by the City after termination shall be compensated in accordance with the schedule of fees set forth in Exhibit B attached hereto.

**Section 16: Entire Agreement.**

1. This Agreement, including all matters incorporated herein, contains the entire agreement between the parties, and supersedes any and all other prior or contemporaneous agreements, covenants, warranties, representations, promises, conditions, or understandings, whether oral or written, which are related to the Consultant's services for the Project other than those contained herein.
2. In the event of any conflict between the terms and conditions of this Agreement

and terms and conditions found in any attachment hereto, the terms and conditions of this Agreement shall prevail.

**Section 17: Assignment.**

1. Neither the City nor the Consultant shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

**Section 18: Severability.**

1. In the event that any provision of this Agreement is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the Agreement. The remainder of the Agreement shall be construed as if it did not contain the particular provision and shall continue in full force, effect and enforceability in accordance with its terms, to the fullest extent permitted by law.

**Section 19: Governing Law.**

1. This Agreement shall be governed by the laws of the State of Illinois as to interpretation, performance and enforcement.
2. The forum for resolving any disputes concerning the parties' respective performance or failure to perform under this Agreement shall be the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

**Section 20: Notices.**

1. Any notice required under this Agreement shall be in writing, and shall be mailed, postage prepaid, to the following addresses and parties:

City of Elmhurst  
Attention: City Manager  
209 North York Road  
Elmhurst, IL 60126

REM Management Services, Inc.  
Attention: Lawrence P. Mulcrone  
P.O. Box 5132  
Lansing, Illinois 60438

**Section 21: Failure to Enforce Breach Not a Waiver.**

1. The parties agree that the waiver of or failure to enforce any breach of this Agreement by the other party shall not be construed or otherwise operate as a waiver of any future breach of this Agreement, and shall not bar or prevent the other party from enforcing this Agreement with respect to any other breach.

**Section 22: Force Majeure.**

1. Neither party shall be liable to the other for any delay or non-performance of their respective obligations under this Agreement if such delay or non-performance is caused by any contingency beyond their control, including but not limited to acts of God, war, civil unrest, walkouts, fires or natural disasters.

**Section 23: Counterparts.**

1. This Agreement may be signed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

**IN WITNESS OF**, the parties set their hands and seals as of the date first written above.

**CITY OF ELMHURST**

**REM MANAGEMENT SERVICES, INC.**

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

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

Attest: \_\_\_\_\_  
Its City Clerk

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

## EXHIBIT A

### **SCOPE OF WORK**

REM will provide a comprehensive selection and training program for the City of Elmhurst. This program will include:

1. **POLICE EXECUTIVE SEARCH AND SELECTION:** this will include the recruitment, screening, and selection process for the Elmhurst Police Chief position. The City of Elmhurst may select Option A, B, or C, or a “hybrid” option can be developed by mutual agreement. A summary of each of these options follows.

**Option A:** the entire recruitment, screening, and processing operation is conducted by REM Management Services, Inc. This will require the City of Elmhurst to determine and set qualifications for applicants with the assistance of REM (using a custom-designed survey instrument); REM will write the position description, and arrange for advertising for the position. REM will screen and examine applications to determine the first group of finalists. This group of finalists will be further screened by means of written questionnaires, which REM will assess to determine the final 5-7 candidates. A custom-designed Assessment Center will then be conducted for the final 5-7 candidates.

**Option B:** Recruitment efforts will be conducted by the City of Elmhurst. Once applications are received, they will be processed and screened by REM. Following screening, the first group of finalists will be screened again by means of written questionnaires, which REM will assess to determine the final 5-7 candidates. REM will then conduct the Assessment Center.

**Option C:** Recruiting, processing and screening of applicants and determination of finalists will be conducted by the City of Elmhurst. Once the final group of 5-7 candidates is determined, REM will conduct the Assessment Center.

2. **TRAINING:** Following selection of the new Chief, REM proposes several training options:
  - Chief of Police mentoring: a 6-month program involving several hours per month. This mentoring includes such topics as: Managing Organizational Change, Budget Development, the Disciplinary Process, Staff Development, Succession Planning, Developing Relationships with Collective Bargaining Units, elected officials, community organizations, and a variety of other relevant topics.
  - REM also proposes a multi-faceted training program for all levels of city government regarding their relationship with the Chief of Police. These training sessions would be 1-4 hours in length, depending on the position and topic; specific information about each of these programs will be provided if you are interested.

Each of the sessions would be designed to establish and maximize the relationship of the Chief of Police with the specific positions:

- Mayor/City Manager
- City Council
- Fire and Police Commission
- All Police Administrative and Operational personnel
- Police Department Command and Supervisory staff

REM will custom design specific programs on a variety of topics to strengthen the relationship between the Chief of Police and the command staff. Some of the topics may include administration or operational issues such as EEO compliance, “Customer Service” for law enforcement personnel, Leadership, Time Management, Performance Evaluation Strategies, Goal-Setting, Strategic Planning, Liability Reduction Strategies, and many other topics.

3. **PERFORMANCE MEASUREMENT METRICS:** REM will work with your Chief of Police and command personnel to develop department performance measurements, so that the Mayor, City Manager and elected officials may measure the quality and quantity of accomplishments by the Chief of Police and the Department. This will be accomplished by revisiting the department’s Strategic Planning Process and reviewing agency mission, goals and action plans, as well as the current Performance Evaluation system.

## **THE PROCESS**

### Activity Description

Green is Elmhurst responsibility; Red is REM responsibility; Blue involves both

#### Determination of Qualifications

- Education requirements
- Professional Certification requirements
- Survey of Elected Officials and Community Leaders; sent by Elmhurst, returned to REM
- Survey of Police Department Personnel; sent by Elmhurst, returned to REM
- Meeting with Police Department personnel

#### Recruitment Efforts

- Professional Publications
- Local Newspapers
- Police Chief Associations
- Municipal Government Publications

#### Application Review

- To determine basic qualifications and eliminate unqualified applicants

### Questionnaires for Finalists

- Input from the City for questions

### Review of Questionnaires

- Review by REM consultants
- Conducted to narrow the field down to the top candidates

### Determination of Initial Group of Finalists

- Can be accomplished solely by REM, or with input from the City
- Usually narrow the field down to approximately 10-15
- Committee Interviews

### Determination of Finalists

- Once finalists are determined, Assessment Center is scheduled

### Assessment Center- Optional Exercises

- Can be one or two days in length
- Will include two REM Principals and one Senior Consultant
- Leaderless Group Interaction
- Structured Interview
- Written Problem Exercise
- Public Speaking Exercise
- One on One Interview
- Senior Staff Interview

### Submission of Scores to City officials

- Candidates are not ranked or recommended- the three finalists who complete the Assessment Center with the highest scores are submitted to City of Elmhurst officials
- Interview of top finalists by City Council

### Selection of Police Chief by City officials

### Training

### Performance Measurement Metrics

**EXHIBIT B**  
**PAYMENT SCHEDULE**

In consideration for completion of the Project, the City of Elmhurst shall pay REM a fee not to exceed Fourteen Thousand Five Hundred Dollars (\$14,500) as follows:

An itemized invoice will be submitted at the completion of the Police Executive Search and Selection (#1) process, payable in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*). Sections #2 (Training) and #3 will be completed following the selection of the Police Chief.

- Option A: \$14,500
- Option B: \$9,250
- Option C: \$5,000

(These options reflect a one day Assessment Center and screening of 5 or fewer finalist candidates. If there are 6-10 finalist candidates, a second day Assessment Center will be necessary, and the cost will be revisited)

**Discount Pricing**

REM will discount the Police Executive Search and Selection process by 10% if either the Training or the Department Performance Measurement process is selected. If both are selected, a 15% discount will be applied.

	<u>10% discount</u>	<u>15% discount</u>
Option A: \$14,500	\$13,050	\$12,325
Option B: \$9,250	\$8,325	\$7,862
Option C: \$5,000	\$4,500	\$4,250

A separate invoice will be provided to the City of Elmhurst for incidental expenses such as photocopying and printing/reproduction expenses, as well as advertising costs.

The standard retainer of \$1500 is waived.

An itemized bill will be submitted at the completion of the Police Chief Selection. If needed, invoices will be provided at completion of the Performance Measurement Development and any Training Programs, each payable in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*)

**Reimbursable Expenses**

- A. The City of Elmhurst shall reimburse REM for the following incidental expenses:
  - 1. Photocopy and printing/reproduction expenses.
  - 2. Advertising costs
  
- B. REM shall submit an invoice and adequate receipts and documentation to support reimbursement for all expenses.

COUNCIL ACTION SUMMARY

SUBJECT: Resolution to approve and authorize the execution of an agreement between the City of Elmhurst and REM Management Services, Inc. for professional consulting services

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the City Council, the City Attorney prepared a resolution to approve and authorize the execution of a professional consulting services agreement with REM Management Services, Inc. for the recruitment, screening and selection of a new Police Chief for the City of Elmhurst.



# 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 13, 2012

TO: Mayor DiCianni and Members of the City Council  
RE: Kane, McKenna and Associates, Inc. Phase II TIF Services

The Development, Planning and Zoning Committee met on February 13, February 27, and March 12, 2012 to review the Qualification Reports for three proposed Tax Increment Financing Districts: 1) North York Street, 2) York and Vallette and Riverside Drive. The Qualification reports reflect the completion of Phase I of the services agreed to in the Letter of Agreement between the City of Elmhurst and Kane, McKenna and Associates, Inc., dated July 29, 2011.

Mr. Robert Rychlicki, Executive Vice President, Kane, McKenna and Associates, Inc. briefed the Committee on the TIF Qualification Reports for the three proposed TIF Districts. In order for a study area, or "Redevelopment Project Area" to qualify as a TIF District, the area must exhibit certain conditions which are classified as either "Blighted" or "Conservation Areas".

In order for a proposed TIF district to qualify as a Conservation Area more than 50% of the buildings in the proposed area must be over 35 years of age. Once it is established that more than 50% of the buildings within the proposed area are over 35 years of age, the proposed district must meet at least three (3) of thirteen (13) other qualifying factors. In all three proposed districts more than 50% of the structures are 35 years of age or older.

The Proposed North York Street District qualifies as a Conservation Area with six (6) qualifying factors: Obsolescence, Deterioration, Excessive Vacancies, Deleterious Land Use or Layout, Lack of Community Planning, and Lag in Equalized Assessed Value (EAV).

The Proposed North York and Vallette District qualifies as a Conservation Area with five (5) qualifying factors: Obsolescence, Deterioration, Deleterious Land Use or Layout, Lack of Community Planning, and Lag in Equalized Assessed Value (EAV).

The Proposed Riverside Drive TIF District qualifies as a Conservation Area with five (5) qualifying factors: Obsolescence, Deterioration, Deleterious Land Use or Layout, Lack of Community Planning, and Lag in Equalized Assessed Value (EAV).

Copies To All  
Elected Officials

03/15/2012

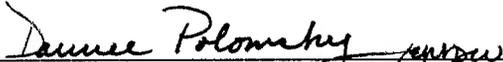
Therefore, all three proposed TIF districts qualify as Conservation Areas exceeding the required number of qualifying factors.

The Letter of Agreement (LOA) drafted by Kane, McKenna and Associates, Inc., dated July 29, 2011 provides for Phase I services that are completed with the submittal of the Qualification Reports for all three proposed TIF districts. The LOA states that "Phase II services for the three (3) TIF Districts are estimated to (be) in the range of \$60,000.00 to \$75,000.00." Chairman Morley requested that the dollar amount be modified to no more than \$70,000.00; Mr. Charles Biondo, Senior Vice President of Kane, McKenna and Associates, Inc. agreed. The Phase II process concludes with the final recommendation and consideration by City Council. This final process is estimated to take about 6 months.

Therefore, it is the recommendation of the Development, Planning and Zoning Committee that the City Council authorize the City Attorney to prepare the necessary documents for the formal approval of the continuation of services provided by Kane, McKenna and Associates, Inc. to complete Phase II TIF services as outlined in the Letter of Agreement dated July 29, 2011.

Respectfully submitted,  
DEVELOPMENT PLANNING AND ZONING COMMITTEE

  
\_\_\_\_\_  
Steven Morley, Chair

  
\_\_\_\_\_  
Dannee Polomsky, Vice-Chair

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

Attachments:

Qualification Reports dated February 6, 2012  
Letter of Agreement dated July 29, 2011

July 29, 2011

Peter P. DiCianni, Mayor  
James A. Grabowski, City Manager  
City of Elmhurst  
209 N. York Street  
Elmhurst, Illinois 60126

Dear Gentlemen:

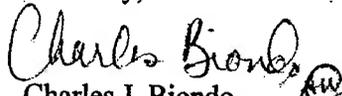
In furtherance of your request for an alternative approach regarding our TIF proposal, we have enclosed a revised Letter of Agreement (LOA) for your consideration. As requested, the LOA details the process and actions necessary to concurrently designate three (3) TIF Districts. We have provided the flexibility for the City to select any 3 of the 5 Study Areas previously analyzed by KMA and as detailed in our report dated June 2011.

We have attempted to price this proposal to take advantage of the economies of scale that will be allowed by working on the three (3) TIF Districts simultaneously, including common meeting dates, consolidated notices and mailings, etc. We estimate that the combined savings afforded for Phases I and II using this approach as compared to designating the three (3) TIF Districts separately will approximate \$15,000 to \$20,000.

We are pleased to be working with the City on its economic development projects and will make ourselves available to answer any questions you or the City Council may have concerning this proposal or the designation process.

If you have any questions, please feel free to give Bob Rychlicki or me a call.

Sincerely,

  
Charles J. Biondo  
Senior Vice President

Encl.

Cc: Bob Rychlicki  
Mr. Michael D. Kopp  
Mr. Ken Bartels  
Mr. Charles R. Van Slyke, Jr.

July 29, 2011

Peter P. DiCianni, Mayor  
James A. Grabowski, City Manager  
City of Elmhurst  
209 North York Street  
Elmhurst, Illinois 60126

Dear Gentlemen:

Pursuant to our discussions last week Kane, McKenna and Associates, Inc. ("KMA") is prepared to assist the City of Elmhurst (the "City") in designating three (3) tax increment financing districts (TIF Districts) and/or other economic develop programs for three certain areas in the City generally referred to in previous reports as the North York Street Study Area, the York and Vallette Study Area, and the Riverside Drive Study Area (the "Project"). The City may elect at its discretion to direct KMA to designate any three of the five Study Areas previously identified in the June 2011 report prepared by KMA.

Kane, McKenna and Associates, Inc., will provide the following services to the City for each of the three (3) TIF Districts selected by the City as necessary.

#### **PHASE I – TIF AND RELATED ECONOMIC DEVELOPMENT SERVICES**

- 1) Assist City in investigating the desirability and feasibility of utilizing Tax Increment Financing ("TIF") or other appropriate economic development incentives and funding for the Project.
- 2) Evaluate various methods of achieving City's goals of reduced funding costs and achieving appropriate public participation in the financing of the Project including, but not limited to, the use of incremental property and other taxes (if applicable).
- 3) Prepare preliminary estimates of incremental revenues and supportable public debt.
- 4) Review the characteristics of the Project area in order to recommend the specific boundaries for a TIF District or other economic development programs, and to assess the potential qualification factors (strengths and weaknesses) of any identified area under Illinois law.
- 5) Advise City regarding the most economical public financing strategy for the Project.
- 6) Prepare, for presentation to the City, incremental revenue projections and prepare financing alternatives. Identify eligible public improvements and other activities as well as potential public financing options.

Peter P. DiCianni

Page 2

July 29, 2011



Prepare a formal eligibility report regarding the applicability of implementing a TIF or other economic development programs and which recommends boundaries based upon the applicable law.

At a minimum, the report will include the following:

- a. Establish preliminary Project boundaries.
- b. Prepare survey analysis and identify necessary documentation to back up findings.

## **PHASE II – COMPLETE REDEVELOPMENT PLAN AND PROJECT**

Upon City direction, KMA will complete the redevelopment plan and project as required by law for implementation under a TIF or other economic development programs. Among other elements the redevelopment plan prepared will include:

- 1) A statement of redevelopment goals and objectives.
- 2) Examination of qualification factors and presentation of rationale for basis under which the TIF District or other economic development programs are to be justified under State law.
- 3) A statement of eligible redevelopment activities the City may implement under the plan.
- 4) Presentation of estimated costs for the redevelopment projects contemplated for implementation under the plan.
- 5) A detailed discussion of impediments to the successful redevelopment of the Project area and the measures the City could undertake to eliminate such barriers so to promote economic revitalization within the Project area.
- 6) Assist City by participating in required public hearings, Joint Review Board meetings or other required meetings, as well as helping to insure preparation and execution of proper notification as required for all meetings.

Peter P. DiCianni

Page 3

July 29, 2011



- 7) Assist the City by participating in meetings with all interested and affected parties, including property owners, and overlapping tax jurisdictions. KMA will help City to follow the procedures for such gatherings as required by State law.
- 8) Work with the City's counsel to meet all the requirements of Illinois law so to insure proper establishment of the TIF District or other economic development programs.
- 9) Assist City's counsel in preparation of the appropriate ordinances required for adoption of the redevelopment plan and project by the City whether implementing a TIF or other economic development programs.
- 10) Assist City to establish and maintain complete documentation files to assure proper support of eligibility findings in order to provide legal standing for implementation of a TIF or other economic development programs.

**Note: This task does not include preparation of a housing impact study or public meeting. In the event such work is necessary, this agreement would need to be amended.**

### **PHASE III – REDEVELOPMENT AGREEMENTS, PLAN AND PROJECT IMPLEMENTATION**

KMA will assist the City, as requested in the implementation of a strategy to facilitate financing for projects using TIF or other economic development programs. Services that will be provided include:

- 1) Arrange and attend meetings with the City pertinent to the negotiation of any redevelopment agreements or projects.
- 2) Provide assistance and information necessary for resolution of any redevelopment agreement related issues faced by the City.
- 3) Work with the City regarding the most feasible economic public financing strategy for any public improvements or other needs in the proposed Project. Work with City regarding preparation of "But For" arguments related to potential development proposals under TIF or other economic development programs.
- 4) Assist the City in drafting and/or redrafting any redevelopment agreements for presentation and negotiations with the City and otherwise perform all duties necessary to facilitate any required agreements on behalf of City.

Peter P. DiCianni

Page 4

July 29, 2011



- 5) Estimate anticipated incremental revenue projections to be generated from potential development projects and judge whether such revenues are reasonable, feasible and are based on acceptable assumptions given each development Project's characteristics and potential.
- 6) Provide the City with recommendations regarding proposed revenue/costs projections and the potential funding advantages and disadvantages of various public financing strategies.

#### **PHASE IV – FINANCIAL ADVISORY SERVICES**

KMA (and its affiliate Kane, McKenna Capital, Inc.), will assist the City, as requested, in the implementation of financing relating to capital improvements and other eligible activities undertaken using a TIF or other economic development programs.

#### **COMPENSATION FOR SERVICES**

The City shall be billed monthly for services at the following rates per hour:

<u>Personnel</u>	<u>Hourly Rates</u>
President	\$200.00/Hour
Executive Vice President	\$175.00/Hour
Officers	\$150.00/Hour
Associates	\$100.00/Hour
Research	\$ 60.00/Hour
Administrative	\$ 25.00/Hour

Phase I services for the three (3) TIF Districts are estimated to be in the range of \$15,000 to \$24,000 with the upper limit of the range acting as a not to exceed amount. Phase II services for the three (3) TIF Districts are estimated to in the range of \$60,000 to \$75,000. Services related to Phases III and IV for the three (3) TIF Districts will only be undertaken at the direction of the City after an estimate of cost to provide the services for each of the three (3) TIF Districts is provided by KMA.

Out of pocket expenses related to any large mailing, newspaper publication, or the preparation of legal descriptions is not included in the hourly fees. No other fees will be charged for local travel, or other normal expenses.

The City shall have the right to terminate this Agreement at any time upon five (5) days written notice.

Peter P. DiCianni  
Page 5  
July 29, 2011



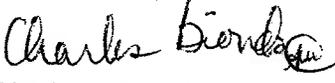
The effective date of this Agreement shall be July 29, 2011 regardless of its actual date of execution.

KMA understands that the City may pass through any or all fees provided in this letter of agreement to a private developer.

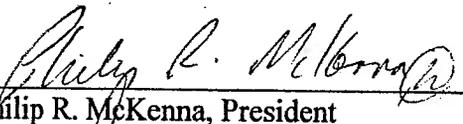
Please indicate City's acceptance of this agreement by executing the original and copy, and by returning the original to us. We look forward to working with you on this Project.

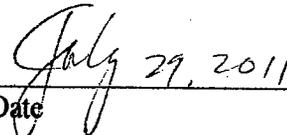
Sincerely,

  
Robert Rychlicki  
Executive Vice President

  
Charles J. Biondo  
Senior Vice President

AGREED TO:

  
Philip R. McKenna, President  
Kane, McKenna and Associates, Inc.

  
Date

\_\_\_\_\_  
For the City of Elmhurst, Illinois

\_\_\_\_\_  
Date

---

**CITY OF ELMHURST  
TIF QUALIFICATION REPORT  
NORTH YORK STREET TIF DISTRICT**

**A study to determine whether all or a portion of an area located in the City of Elmhurst qualifies as a conservation area as set forth in the definition in the Tax Increment Allocation Redevelopment Act of 65 ILCS Section 5/11-74.4-3, et seq., as amended.**

**Prepared For: City of Elmhurst, Illinois**

**Prepared By: Kane, McKenna and Associates, Inc.**

---

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**March 2012**

**CITY OF ELMHURST  
QUALIFICATION REPORT  
NORTH YORK STREET TIF DISTRICT  
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**EXHIBIT 1**

Proposed TIF Boundary Map

**EXHIBIT 2**

Legal Description

## **I. INTRODUCTION AND BACKGROUND**

In the context of planning for the North York Street proposed Redevelopment Project Area (the “RPA”, or “Study Area”) under the provisions of the Illinois “Tax Increment Allocation Redevelopment Act”, Ch. 65 ILCS Section 5/11-74.4-1 *et. seq.* of the Illinois Compiled Statutes, as amended (hereinafter referred to as the “Act”), the City of Elmhurst (the “City”) has authorized the study of the RPA in its entirety to determine whether it qualifies for consideration as a Tax Increment Financing District (the “TIF” or “TIF District”). Kane, McKenna and Associates, Inc. (“KMA”) has agreed to undertake the study of the RPA.

The RPA is located in the north central portion of the City and consists primarily of commercial and industrial uses, with limited residential and institutional uses. The RPA is a contiguous area the boundaries of which are approximately the frontage parcels on the west side of York Street from the alley south of Hahn Street on the South to North Avenue on the north. The Study Area continues north with frontage parcels located on the east and west sides of York Street from North Avenue on the south to Lake Street on the north. The Study Area continues north along only the east side of York Street from the north side of the I-290 right-of way to Crestview Avenue. At Crestview, the Study Area incorporates frontage parcels on both the east and west sides of York street to Wrightwood Avenue; at Wrightwood, the Study Area includes parcels only on the west side of York Street to Grand Ave. In order to maximize lot depth from York Street this section of the Study Area sometimes incorporates up to 3 parcels west of York Street and at Grand Avenue a total of 8 lots are incorporated into the Study Area. Adjacent rights of way are also included.

According to the data available from Du Page County, the Addison Township Assessor’s office, and the York Township Assessor’s Office the RPA is approximately one hundred twenty six (126) acres in size excluding rights of way and contains approximately one hundred seventy five (175) parcels including approximately one hundred twelve (112) buildings with approximately twenty three (23) residential units. Sixty three percent (63%) of the structures within the RPA are in excess of thirty-five (35) years in age.

The RPA exhibits characteristics of deterioration, vacancies, and obsolescence that are often indicative of properties that are extended well into their useful lives. As examined in November of 2011, approximately nineteen percent (19%) of the total square footage of existing commercial and industrial structures were vacant (210,600 square feet out of 1,070,800 square feet) according to data from the Addison Township Assessor’s Office and the York Township Assessor’s Office. Some of these vacancies have existed for several years or more.

Further, because much of the RPA was developed in an era before the City actively practiced modern land use planning, the RPA suffers from adverse impacts associated with a lack of community planning and deleterious land use and layout. The RPA did not have the benefit, over the last several decades, of developing under the guidelines of an economic development plan. The high-level of traffic along the North York Street corridor creates problematic ingress/egress within the RPA and requires the coordination of future parking needs. The RPA is also hindered by a lack of buffering between residential and commercial uses and the lack of modernized site improvements including internal circulation. Both conditions are further examples of the detrimental effects of unguided development.

The RPA is also hindered by a lack of adequately sized commercial lots in relation to present day planning standards and by inadequate loading and unloading areas due to the size of the lots and the presence of adjacent single family residential lots.

Finally, the growth of the equalized assessed valuation (EAV) of all the properties in the Study Area was found to lag behind the EAV growth of the remainder of the City for five of the last five tax years. The qualification factors discussed within this TIF Qualification Report (the “Report”) qualify the RPA as a conservation area, as that term is hereinafter defined pursuant to 65 ILCS 5/11-74.4-3 et. seq., as amended.

Many of the surface improvements within the Study Area were found to have varying degrees of deterioration. Sidewalks, streets, driveways, and parking lots exhibited significant cracking and uneven surfaces. In addition several buildings exhibited missing or cracked mortar, the need for repairs to exterior siding/fascia and frame components.

The City believes that the RPA can be a candidate for redevelopment if the qualification factors discussed in this report are mitigated. Further, the City believes that the use of TIF can mitigate these negative obstacles that currently impede redevelopment. Further from a planning standpoint, the redevelopment of the North York RPA compliments efforts in the Downtown and expands the ability of the City to unify and coordinate efforts along York Street extending north to the City’s boundaries.

**The City does not plan to dislocate ten (10) or more inhabited residential units as part of this redevelopment effort and the RPA contains less than seventy-five (75) inhabited residential units. As such, pursuant to the TIF Act, as amended, the City is not required to prepare a housing impact study. If at some point in the future, the City dislocates more than ten (10) inhabited residential units, or amends the RPA to include more than seventy-five (75) inhabited residential units then the City must amend this document and complete a housing impact study.**

## Objectives

The City's redevelopment objectives propose to ameliorate to the extent possible the negative impact of the qualification factors which are prevalent in much of the Study Area and enhance retail, commercial and mixed use opportunities where appropriate. To achieve these objectives the City proposes the following guidelines:

- To encourage redevelopment within the RPA that will address the piecemeal development practices, older building conditions and vacancies, and attract new land uses which are consistent with the existing uses and provide an enhanced tax base to support the entire City;
- To implement coordinated development/design practices as set forth in the City's Comprehensive Plan;
- To assist site assembly and preparation in order to provide for the reuse of properties for this stated purpose;
- To coordinate area parking facilities and to improve access to site; and
- To install the necessary infrastructure improvements for improved ingress and egress and loading and unloading areas, and buffering to single family residential uses for the commercial areas and support proposed new development in accordance with modern planning standards.

The City's general economic development goals are to enhance commercial and mixed use opportunities within the City and the RPA. Given the City's goals as well as the conditions described in this Report, the City has made a determination that it is highly desirable to promote the redevelopment of the RPA. Without an implementation plan for redevelopment, City officials believe current conditions will worsen. The City intends to create and implement such a plan in order to restore, stabilize and increase the economic base associated with the RPA which will not only increase tax revenues associated with the RPA but also benefit the community as a whole.

Because of the conditions observed in the RPA and the required coordination of future land uses, the City enthusiastically supports the foregoing redevelopment objectives. The City has determined that redevelopment should take place through the benefit and guidance of comprehensive planning for economic development controlled by the City. Through this coordinated effort, the RPA is expected to improve. Development barriers, inherent with current conditions within the RPA, which impede economic growth under existing market standards, are expected to be eliminated.

The City has further determined that redevelopment currently planned for the RPA may only be feasible with public finance assistance. The creation and utilization of a TIF redevelopment plan is intended by the City to help provide the assistance required to eliminate conditions detrimental to successful redevelopment of the RPA.

The use of TIF relies upon induced private redevelopment in the RPA creating higher real estate value that would otherwise decline or stagnate without such investment. The result of such investment will lead to increased property taxes compared to the previous land-use (or lack of use). In this way the existing tax base for all tax districts is protected and a portion of future increased taxes are pledged to attract the needed private investment.

## II. QUALIFICATION CRITERIA USED

With the assistance of City staff, Kane, McKenna and Associates, Inc. examined the RPA initially in the spring and early summer of 2011 and from October of 2011 to the date of this report, and reviewed information collected for the RPA to determine the presence or absence of appropriate qualifying factors listed in the Act. The relevant sections of the Act are found below.

The Act sets out specific procedures, which must be adhered to in designating a redevelopment project area. By definition, a “Redevelopment Project Area” is:

“an area designated by the municipality, which is not less in the aggregate than 1 ½ acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as a blighted area or a conservation area, or a combination of both a blighted area and conservation area.”

Under the Act, “Conservation Area” is defined as any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which fifty percent (50%) or more of the structures in the area have an age of thirty-five (35) years or more. Such an area is not yet a blighted area, but because of a combination of three (3) or more of the following factors, may be considered as a Conservation Area:

- (A) Dilapidation: An advanced state of disrepair or neglect of necessary repairs to the primary structural components of building or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.
- (B) Obsolescence: The condition or process of falling into disuse. Structures have become ill suited for the original use.
- (C) Deterioration: With respect to buildings, defects including, but not limited to major defects in the secondary building components such as doors, windows, porches, gutters and downspouts and fascia. With respect to surface improvements, the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking and surface storage areas evidence deterioration, including, but limited to, surface cracking, crumbling, potholes, depressions, loose paving material and weeds protruding through paved surfaces.
- (D) Presence of Structures Below Minimum Code Standards: All structures that do not meet the standards of zoning, subdivision, building, fire and other governmental codes applicable to property, but not including housing and property maintenance codes.
- (E) Illegal Use of Individual Structures: The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.
- (F) Excessive Vacancies: The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent or duration of the vacancies.

(G) Lack of Ventilation, Light, or Sanitary Facilities: The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refer to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.

(H) Inadequate Utilities: Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines and gas, telephone and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area; (ii) deteriorated, antiquated, obsolete or in disrepair; or (iii) lacking within the redevelopment project area.

(I) Excessive Land Coverage and Overcrowding of Structures and Community Facilities: The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking or inadequate provision for loading service.

(J) Deleterious Land-Use or Layout: The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses or uses considered to be noxious, offensive or unsuitable for the surrounding area.

(K) Environmental Clean-Up: The proposed redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for the clean-up of hazardous waste, hazardous substances or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.

(L) Lack of Community Planning: The Proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards or other evidence demonstrating an absence of effective community planning.

(M) Lag in EAV: The total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years for which information is available, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years for which information is available.

### **III. THE PROPOSED RPA**

The RPA is located in the north central portion of the City and consists primarily of commercial and industrial uses, with limited residential and institutional uses. The RPA is a contiguous area the boundaries of which are approximately the frontage parcels on the west side of York Street from the alley south of Hahn Street on the South to North Avenue on the north. The Study Area continues north with frontage parcels located on the east and west sides of York Street from North Avenue on the south to Lake Street on the north. The Study Area continues north along only the east side of York Street from the north side of the I-290 right-of way to Crestview Avenue. At Crestview, the Study Area incorporates frontage parcels on both the east and west sides of York street to Wrightwood Avenue; at Wrightwood, the Study Area includes parcels only on the west side of York Street to Grand Ave. In order to maximize lot depth from York Street this section of the Study Area sometimes incorporates up to 3 parcels west of York Street and at Grand Avenue a total of 8 lots are incorporated into the Study Area. Adjacent rights of way are also included.

The RPA consists of approximately one hundred twelve (112) buildings and approximately one hundred seventy five (175) tax parcels. The RPA is approximately one hundred twenty six (126) acres in size excluding rights of way and includes approximately twenty three (23) inhabited residential units. The RPA is comprised predominantly of commercial and industrial uses.

The RPA described herein meets the eligibility requirements for designation as a Conservation Area under the Act. All of the parcels were examined to determine the number of structures aged thirty-five (35) years or greater, as required under the Conservation Area criteria of the Act. It was determined by site surveys, Du Page County, Addison Township Assessor, and York Township Assessor data and City input that sixty three percent (63%) of the structures in the RPA were thirty-five (35) years or greater. Furthermore, the RPA as a whole was found to evidence six (6) additional qualification factors. The minimum required for a finding of a Conservation Area is that over fifty percent (50%) of the improved structures are thirty-five (35) years old or greater and the existence of three (3) qualification factors dictated by the Act.

It was further found that the required qualifying factors are reasonably distributed throughout the RPA. KMA and the City reserve the right to make additional findings in connection with this report prior to the adoption of the TIF District. Thus, the report is subject to revisions to the extent such revisions are allowable prior to any action by the City to adopt the TIF District, as permitted in accordance with the Act.

#### **IV. METHODOLOGY OF EVALUATION**

In evaluating the RPA's potential qualification as a TIF District, the following methodology was utilized:

- 1) Site surveys of the RPA were undertaken by representatives from KMA. Site surveys were completed for each parcel within a block (based upon Sidwell blocks), within the area.
- 2) Exterior evaluation of structures was completed noting such conditions as deterioration, obsolescence, excessive vacancies, and deleterious land use and layout. Additionally, 2005 through 2010 tax information from the Du Page County Clerk's Office, Sidwell parcel tax maps, site data, local history (discussions with City officials and staff), and an evaluation of area-wide factors that have affected the RPA's development (e.g., lack of community planning, and lag in equalized assessed value) were reviewed. KMA studied the RPA in its entirety. City redevelopment goals and objectives for the RPA were also reviewed with City staff. A photographic recording and analysis of the RPA was conducted and was used to aid this evaluation.
- 3) Existing structures and site conditions were initially surveyed only in the context of checking, to the best and most reasonable extent available, qualification factors of specific structures and site conditions on the parcels.
- 4) The RPA was examined to determine the applicability of age, plus the thirteen (13) other qualification factors for TIF designation as a Conservation Area under the Act. Evaluation was made by reviewing the information from the site surveys and other relevant information collected for the RPA and determining how it measured when evaluated against the qualification factors.

## V. QUALIFICATION OF PROPOSED RPA/FINDINGS OF ELIGIBILITY

Based upon KMA's evaluation of parcels in the Study Area and analysis of each of the eligibility factors summarized in Section II, the following factors are present to support qualification of the proposed TIF District as a Conservation Area. These factors are found to be clearly present and reasonably distributed throughout the Study Area, as required under the TIF Act. In addition to age at least three other qualifying factors must be present to a meaningful extent throughout the RPA.

### A. Threshold Qualification

Age. Based upon site surveys; and Du Page County, Addison Township, and York Township data, approximately sixty three percent (63%) (approximately 71 of the 112) of the structures in the RPA were found to be thirty-five (35) years of age or older.

### B. Other Conservation Factors (must include three or more factors)

1. Obsolescence. The Act states that obsolescence is the condition or process of falling into disuse or structures that have become "ill-suited" for their original use. The RPA exhibits both functional and economic obsolescence.

Functional obsolescence is exhibited in part by a number of the retail/commercial tenant spaces which are currently vacant. Age of the existing structures adds to this finding as well as the fact that most tenant spaces along York Street lack adequate access for separate loading and unloading areas and adequate parking. Generally, the existing loading and unloading activities are currently combined with the ingress and egress of customers due to shallow lot sizes or requirements for parking. Multiple curb cuts are present along the Study Area; this condition increases the likelihood of slowing traffic flow on York Street as well as increased accidents.

York Street between Grand Avenue and I-290 generates an average daily traffic count of 23,000 vehicles and between I-290 and North Avenue an average daily traffic count of 18,300 vehicles according to the most recent data posted by the Illinois Department of Transportation on its website. This is one of the highest traffic counts within the City. In 2010 there were 129 vehicle accidents along York Street in the RPA.

The combination of the above referenced factors could limit the ability of mid to large size retailers from locating in the corridor. The combination of potential sites for redevelopment could help to alleviate these concerns, in conjunction with traffic circulation improvements potentially financed with incremental revenues.

Economic obsolescence is demonstrated by higher than average vacancy rates, the age of structures, and the lag in the growth of EAV for the Study Area when compared with the rest of the City (each of these factors is discussed separately below). This condition also has the potential to cause a negative spill over for the surrounding area and may deter other property owners from reinvesting in their own properties.

2. Deterioration. The Act defines deterioration with respect to buildings defects, including but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters and downspouts and fascia. With respect to surface improvements, the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking and surface storage areas may evidence deterioration, including, but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material and weeds protruding through paved surfaces.

Approximately forty eight percent (48%) of the parcels displayed signs of deteriorated conditions including, but not limited to, damaged fascias, doors, windows, and entryways, rotting wood, and missing mortar which require repairs, upgrades and replacement. In addition, surface cracking of pavement areas, potholes and depressions in roadway and parking areas, weeds protruding through paved and concrete areas and loose gravel in parking areas and driveways for many of the parcels.

3. Excessive Vacancies. The Act defines excessive vacancies as the presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent or duration of the vacancies.

The Study Area contains one hundred twelve (112) structures. Approximately twenty four (24) commercial and industrial buildings were vacant or partially vacant including approximately 210,600 square feet or nineteen percent (19%) of total commercial and industrial building square footage. Two of the vacancies (former auto related uses) are prominently located and comprise approximately 9.6 acres. Other vacancies are scattered throughout the area, but again are located along highly travelled York Street.

Prominent buildings within the TIF District that are completely or largely vacant include the following:

- The former Elmhurst Ford dealership;
- The former Elmhurst Lincoln Mercury dealership;
- The former AT&T store;
- Vacant restaurant at 476 N. York St.;
- Vacant auto related use at 856 N. York St.;
- Interspersed vacancies associated with office buildings and retail strip outlets; and
- Office space located on Industrial Drive (west of York Street)

Moreover, the buildings have been unoccupied for a lengthy duration; that is, they do not appear to be recently vacated pending a routine real estate transaction, but according to City staff, they have remained unoccupied for a substantial period of time.

In addition, the larger vacant buildings and adjacent surface improvements generally exhibit deterioration and appear to be not well maintained as occupied spaces within the Study Area. They appear to suffer from disinvestment whereby the current owners have chosen not to maintain the buildings' physical condition, in relative terms. Because of

the reduced economic activity associated with vacancies and the relatively poor physical condition – in conjunction with their prominent location along York Street or Grand Avenue, they represent an adverse influence on the overall RPA.

4. Deleterious Land Use or Layout. The Act refers to deleterious land use or layout as the existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses or uses considered to be noxious, offensive or unsuitable for the surrounding area.

According to Du Page County, Addison Township Assessor, and York Township Assessor records and discussions with City staff, many of the improvements found within the Study Area were built between 40 to 70 years ago. This applies to more than forty eight percent (48%) of the buildings in the area. As a result, these properties were developed during a period before the City had in place an effective community planning process to guide its zoning map and development procedures. Properties were developed with little regard to adjacent land uses, and without foresight into the intensity of commercial operations present today, in part due to the importance of automobile traffic and the need for sufficient parking. Thus, in terms of land uses, commercial, retail and residential uses in some cases inappropriately overlap, when compared to the modern land use standards currently employed by the City, or exist in close proximity to each other with limited man made or natural buffers to separate the conflicting land uses. There are instances of single family and attached single family uses located along both York Street and Addison Street.

Additionally, there are certain issues pertaining to ingress/egress. Many of the retail businesses and offices along north York Street have little space for ingress/egress, much less “transitional” frontage roads that would separate slower moving traffic approaching a business (e.g., to park and shop or unload cargo) from faster moving traffic using north York Street purely to drive through the City. A majority of the businesses have shallow parcel depths that do not afford much room for loading, unloading, or parking, in comparison to modern uses. Additionally, the execution of turns into retail establishments is difficult since (a) vehicles have to slow rapidly to execute the turn, (b) turns need to be made into a tight space due the narrow/shallow parking lots and (c) entering the parking lot areas customers need to avoid closely situated cars already parked in the narrow lots (or which may be backing up to leave the store).

5. Lack of Community Planning. The Act refers to lack of community planning as the proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area’s development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards or other evidence demonstrating an absence of effective community planning.

According to City staff, much of the development that has occurred within the Study Area took place in a period of time prior to the City adopting its amended Comprehensive Plan and Zoning Ordinance and before the City followed its existing comprehensive planning procedures.

The City adopted its first city wide comprehensive plan in 1990, followed by a comprehensive amendment to its zoning ordinance in 1992. Prior to 1990, smaller scale or area specific plans were in place to guide development on a less coordinated, comprehensive basis. In 2009, the City updated the 1990 comprehensive plan and this effort serves as the basis for coordinated planning within the City. The Zoning Ordinance has also been amended several times.

The widening of York Street north of North Avenue to four lanes extending to Grand Avenue significantly altered the character of land uses adjacent to York Street in this area. Most previous land uses were comprised of single family uses south of I-290. These uses exhibited shallower lot sizes of primarily 130 foot lot depths bordered by primarily single family uses north to the expressway, and extending along the east side of York Street to Wrightwood Avenue. In some cases lot sizes are deeper (260 ft.) but most lots are restricted by adjacent single family residential uses.

Reuse to primarily commercial and retail land uses on smaller lots resulted in a multiplicity of commercial structures (restaurants, office/service establishments, strip centers, auto related uses) that benefited from traffic and visibility along York Street. The new uses though created pressure in relation to provisions for parking, multiple curb cuts, and buffering to adjacent residential uses (e.g., screening of trash receptacles, loading and unloading requirements, and building setbacks). Building setbacks are varied and in many cases limit parking availability as off street parking along York Street is restricted. Conversions of single family buildings to commercial uses are also present and represent uses with limited parking.

In contrast to the shallower lots described above, commercial properties located along the west side of York Street north of I-290 and approaching Grand Avenue exhibit larger footprints and deeper lot sizes. Due to the downturn in the auto industry, several large properties (the former Elmhurst Ford and Lincoln/Mercury dealerships) remain vacant. Other uses such as the moving/storage facility and Freightliner parcels, represent frontage development or “outliers” in relation to similar industrial uses located to the west. These uses are categorized by larger, special use buildings and ancillary storage yards. Given York Street visibility, these uses are not the most favorable in relation to valuation or sales tax generation.

Land uses north of Wrightwood Avenue to Diversey revert to smaller (130 ft) lot depths, again exhibiting multiple uses - restaurants, office, and auto related (rental, sales, repair). The land uses north of Diversey include deeper lot depths, but include older buildings and varied provisions for parking.

The North York area is reviewed in the City's 2009 Comprehensive Plan and the following recommendations are identified:

“Urban Design and Circulation

Streetscape improvements should be implemented along both Grand Avenue and North York Street to enhance their overall appearance and create a distinctive identity.

Because of their high traffic volumes and the strong auto-oriented functions, both Grand Avenue and North York Street will continue to have an auto-oriented character in the future. However, improvements such as coordinated signage, landscaping and decorative banners could significantly improve the appearance of the corridor, creating a more attractive environments for potential shoppers and an impressive entry into the city.

New developments along the corridor should focus on creating a high-quality commercial corridor, with parking located to the rear and attractive façade designs and use of high-quality materials encouraged.

Recommendations

1. Maintain auto-oriented uses along Grand Avenue. The City should work with the auto dealers to meet expansion and redevelopment needs.
2. Transition neighborhood commercial uses along York Street to community or regional commercial uses. Off-street surface parking should be provided to the rear of buildings.
3. Transition residential development on the southeast corner of Grand Avenue and York Street to higher-density residential development over three stories.
4. Follow the process for Planned Developments in site reuse/redevelopment of PD #1 (to be developed by the City) to encourage redevelopment of this area to occur in a cohesive manner. Suggested redevelopment uses include large format retailers.
5. Implement a streetscape program to create a pedestrian-welcome environment, as well as produce a unified image and distinctive identity for the district.
6. Construct gateway features on Grand Avenue and York Street to visually cue entrance into Elmhurst.”

Source: City of Elmhurst Comprehensive Plan

In addition, planning related efforts along Addison Street (mixture of residential, industrial and commercial uses) and integration with frontage along York Street is important in order to coordinate redevelopment efforts, and potentially increase valuations. Coordinated streetscape, signage, parking, and circulation efforts are also important throughout the area and could be facilitated through the use of TIF resources.

Until recently, effective and sustained economic development plans and strategies intended to address the coordinated redevelopment of the entire Study Area have been lacking. This is not to say that improvements did not take place over the years, but that they were implemented without the guidance of a master plan directed toward long-term benefit for the Study Area as set forth in the updated City Comprehensive Plan. A lack of such efforts has contributed to the evolution of conservation area factors currently present within the Study Area. As noted above forty eight (48%) of the buildings were constructed between forty (40) and seventy (70) years ago prior to both the 1990 and 2009 comprehensive plan initiatives.

6. Lag in EAV. The Act refers to lag in EAV as the total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years, for which information is available or increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated

The total Equalized Assessed Value (“EAV”) of the Study Area increased at an annual rate that lagged behind the balance of the City’s EAV for five (5) of the last five (5) years. A summary of this analysis is presented in the table below.

<b>Tax Year</b>	<b>Study Area EAV</b>	<b>Percent Change</b>	<b>Balance of the City's EAV</b>	<b>Percent Change</b>
2010	\$ 31,937,830	<b>-12.12%</b>	\$ 2,247,206,536	-7.96%
2009	\$ 35,807,210	<b>-2.58%</b>	\$ 2,426,145,793	.14%
2008	\$ 36,729,680	<b>5.44%</b>	\$ 2,422,661,192	8.38%
2007	\$ 34,731,480	<b>-2.48%</b>	\$ 2,219,577,183	10.10%
2006	\$ 35,593,400	<b>4.34%</b>	\$ 1,995,428,395	9.55%
2005	\$ 34,049,030	--	\$ 1,804,943,997	--

Note: the percentage change in years where the EAV of the Study Area lagged behind the balance of the City are in bold.

Source: Du Page County Assessor’s Office

## **VI. SUMMARY OF FINDINGS AND OVERALL ASSESSMENT OF QUALIFICATION**

The following is a summary of relevant qualification findings as it relates to the potential designation of the RPA by the City as a TIF District:

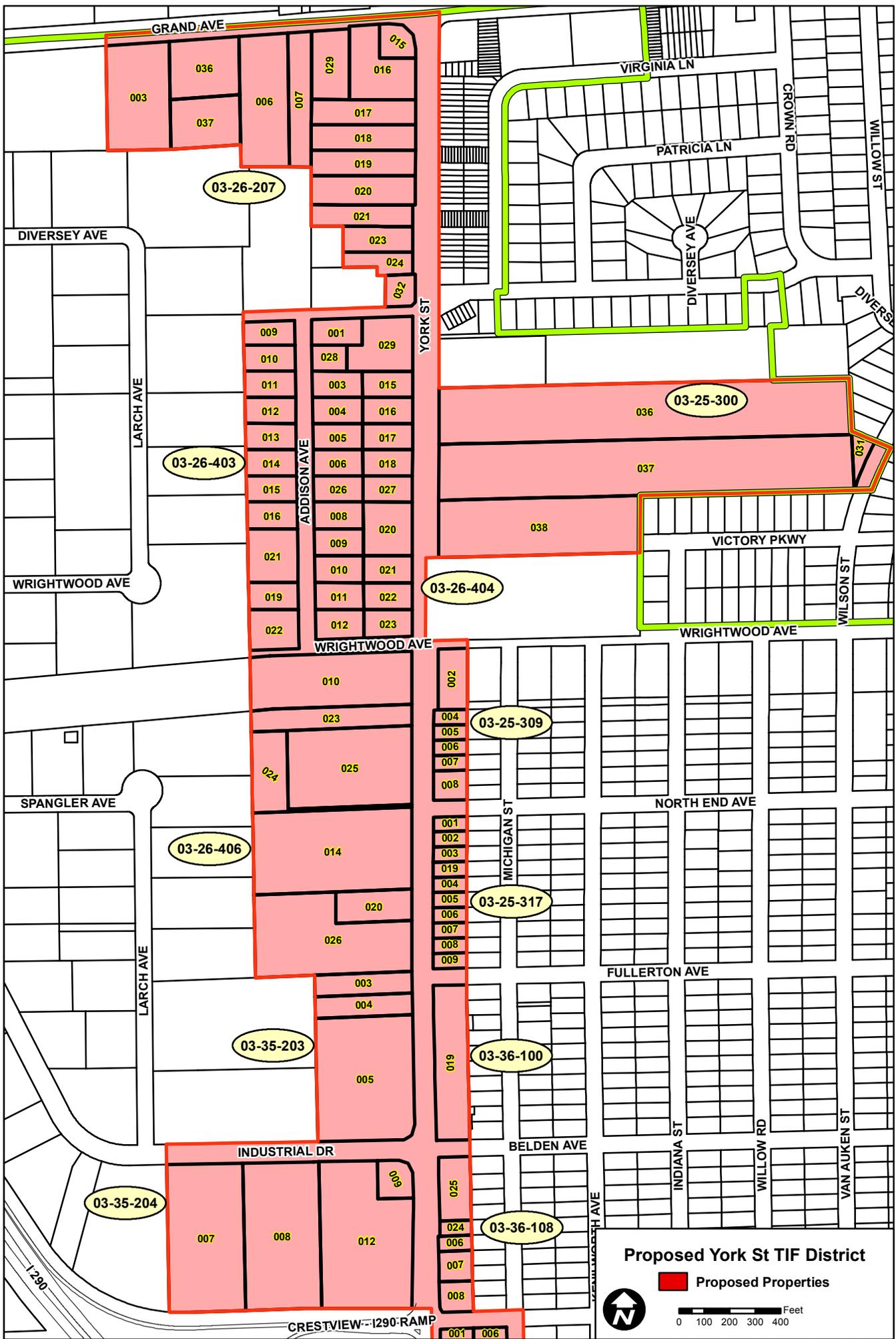
1. The RPA is contiguous and is greater than 1½ acres in size.
2. The RPA qualifies as a Conservation Area. A more detailed analysis of the qualification findings is outlined in Section V of this report.
3. All property in the RPA would substantially benefit by the proposed redevelopment project improvements.
4. The sound growth of taxing districts applicable to the RPA, including the City, has been impaired by the factors found present in the RPA.
5. The RPA would not be subject to redevelopment without the investment of public funds, including property tax increments.

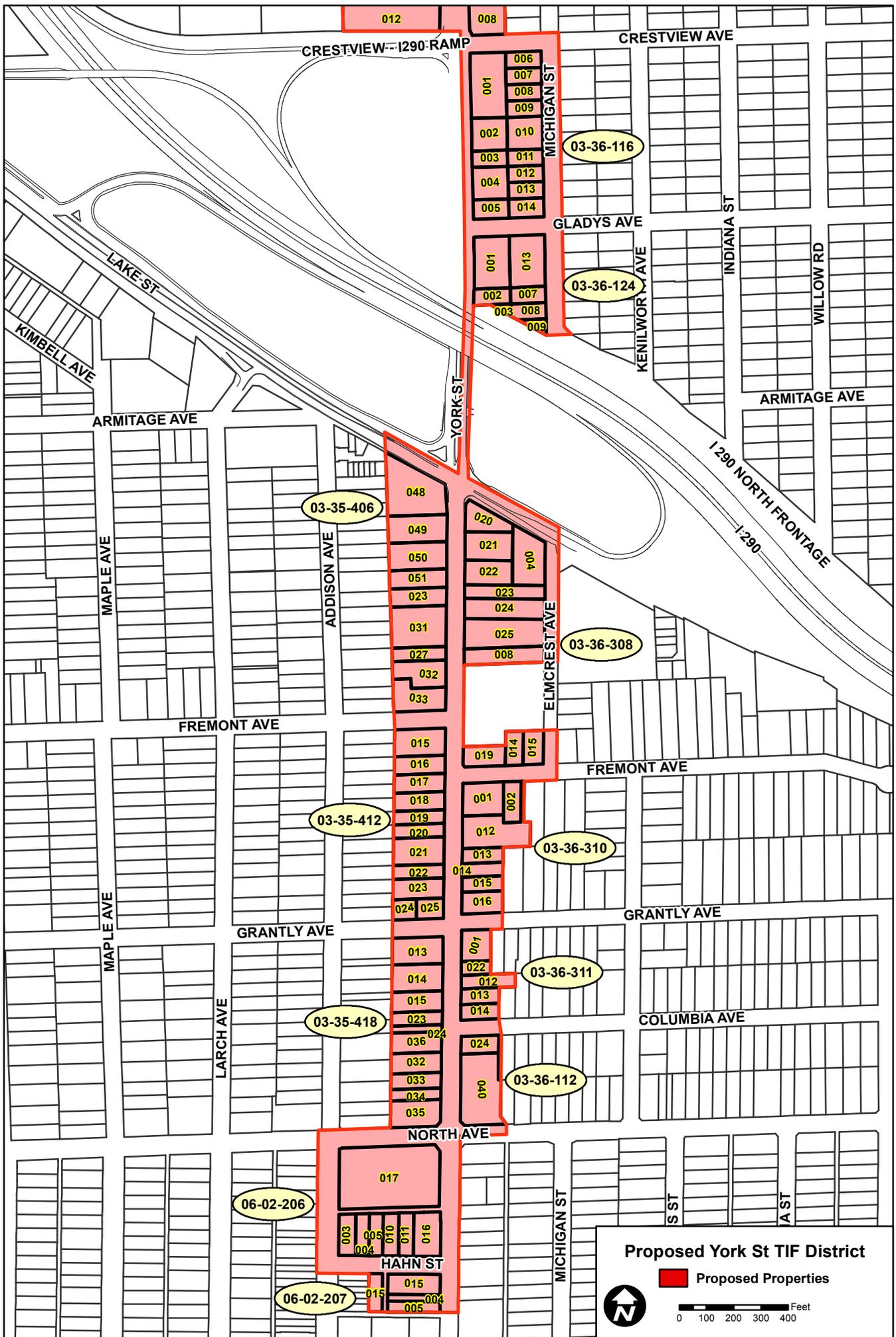
These findings, in the judgment of KMA, provide the City with sufficient justification to consider designation of the RPA as a TIF District.

The RPA has not benefited from coordinated planning efforts by either the public or private sectors. There is a need to focus redevelopment efforts relating to the improvement of infrastructure and property maintenance as well as the coordination of redevelopment efforts for modern uses. These efforts will be important to the RPA's continued improvement and preservation of tax base.

**EXHIBIT 1**

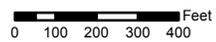
**PROPOSED TIF BOUNDARY MAP**





**Proposed York St TIF District**

Proposed Properties



**EXHIBIT 2**  
**LEGAL DESCRIPTION**

## Elmhurst North York Street TIF Legal Description

That part of Sections 25, 26, 35 and 36 of Township 40 North, Range 11, East of the Third Principal Meridian and Section 2 of Township 39 North, Range 11, East of the Third Principal Meridian described as commencing at the intersection of the Northerly corporate boundary of Elmhurst, said Northerly boundary being the centerline of Grand Avenue, with the Westerly lot line, extended north, of Lot 75 in Elmhurst Industrial Park Unit No. 2, recorded as Document R65-24614 on July 9, 1965, for a place of beginning, thence Easterly along said centerline of Grand Avenue to the Easterly right-of-way line of York Street, thence Southerly along said Easterly right-of-way line to the North line of Lot 2 of York Gardens, recorded as Document 456519 on December 3, 1943, thence Easterly along said North lot line to the East line of said Lot 2, thence Southerly along said East line to the Northwest corner of Lot 11 in Block 3 of Country Club Highlands Subdivision Unit 3, recorded as Document 877616 on April 25, 1958, thence Southeasterly along the Northerly line of said Lot 11, extended, to the Easterly right-of-way line of Wilson Street, thence Southwesterly along said Easterly right-of-way line to its intersection with the North line, extended Easterly, of Lots 12 through 24, inclusive, in Block 3 of said Country Club Highlands Subdivision Unit 3, thence Westerly along said North line to the West Line of said Lot 24, thence Southerly along said West line, extended, to the South line of Lot 4 in said York Gardens, thence Westerly along said South line to the Easterly right-of-way line of York Street, thence Southerly along said Easterly right-of-way to the South lot line of York Meadows Condominiums, recorded as Document R80-05482 on January 22, 1980, thence Easterly along said South lot line to the East lot line, extended Northerly, of Lot 20 in Block 12 of H.O. Stone and Co.'s Elmhurst Addition, recorded as Document 161539 on December 20, 1922, thence Southerly along said East lot line, extended, to the South lot line of Lot 10 in Block 37 of said H.O. Stone and Co.'s Elmhurst Addition, said South lot line being the North right-of-way of Crestview Avenue, thence Easterly along said North right-of-way line to the East right-of-way line of Michigan Street, thence Southerly along said East right-of-way line to the South lot line of Lot 15 in Block 54 of said H.O. Stone and Co.'s Elmhurst Addition, thence generally Westerly along the Northerly right-of-way line of Interstate 290 to the East right-of-way line of York Street, thence Southerly along said East right-of-way line to the Northerly right-of-way line of Lake Street, thence Southeasterly along said Northerly right-of-way line to the East right-of-way line, extended Northerly, of Elmcrest Avenue, thence Southerly along said East right-of-way line to the North line, extended Easterly, of Lot 5 in Block 1 of Robertson's Addition to Elmhurst, recorded as Document 92032 on October 30, 1907, thence Westerly along said North lot line to the East right-of-way line of York Street, thence Southerly along said East right-of-way line 350 feet, thence Easterly 155 feet, thence Northerly 50 feet to the North line of Lot 7 in Block 1 of said Robertson's Addition to Elmhurst, thence Easterly along said lot line, extended, to the East right-of-way line of Elmcrest Avenue, thence Southerly along said East right-of-way line and right-of-way line extended, to the South right-of-way line of Fremont Avenue, thence Westerly along said South right-of-way line 120 feet, thence Southerly 150 feet, thence Easterly 25 feet, thence Southerly 90 feet to a point on the North line of Robertson's Second Addition to Elmhurst, recorded as Document 95683 on January 20, 1909, said point being 250 feet East of the Northwest corner of said Robertson's Second Addition to Elmhurst, thence Westerly along said North line to the East line of Lot 49 in said Robertson's Second Addition to Elmhurst, thence Southerly along said East lot line, extended, to the North line of Paul J. Lowe Resubdivision, recorded as Document R96-024157 on February 14, 1996, thence Westerly, thence Southerly, thence Easterly along said Paul J. Lowe Resubdivision to the East line of Lot 26 in said Robertson's Second Addition to Elmhurst, thence Southerly along said lot line to the North line of "A Resubdivision of Lots 1,2,23,24 and the South 115 feet of Lots 25 and 26 of Robertson's Second Addition to Elmhurst", recorded as Document 111786 on

April 23, 1913, thence Westerly along said North line to the West line of Lot 11 in said Resubdivision, thence Southerly along said West line and west line extended, of Lots 11, 7 and 8 in said Resubdivision to the Southerly right-of-way of North Avenue, thence Westerly along said Southerly right-of-way line to the East right-of-way line of York Street, thence Southerly along said East right-of-way line to the North line, extended Easterly, of Lot 25 in Hahn's Subdivision, recorded as Document 47483 on December 8, 1891, thence Westerly along said North lot line, extended, to the West line, extended Southerly, of Lot 16 in said Hahn's Subdivision, thence Northerly along said West lot line to the South right-of-way line of Hahn Street, thence Westerly along said South right-of-way line, extended, to the West right-of-way line of Addison Avenue, thence Northerly along said West right-of-way line to the Northerly right-of-way line of North Avenue, thence Easterly along said North right-of-way to the West line of Lot 7 in Block 1 of Albert D. Graue's Subdivision of North Elmhurst, recorded as Document 86803 on February 23, 1906, thence Northerly along said West line of Lot 7, extended, to the South right-of-way line of Fremont Avenue, thence Northwesterly to the Southwest corner of Lot 9 in North Elmhurst Third Addition to the Village of Elmhurst, recorded as Document 97862 on August 9, 1909, thence Northerly along the west line of Lots 9 and 8 of said North Elmhurst Third Addition to the Southwest corner of Lot 5 of "County Clerk's Assessment Division of Lots 1 and 2 of the Plat of North Elmhurst Third Addition to the Village of Elmhurst", recorded as Document 233179 on April 8, 1927, thence Northerly along the West line, and West line extended, of Lots 1 through 5, inclusive, in said County Clerk's Assessment Division to the Northerly right-of-way line of Lake Street, thence Southeasterly along said Northerly right-of-way line to the West right-of-way line of York Street, thence Northerly along said West right-of-way line to the South line of Elmhurst Industrial Park Unit No. 1, recorded as Document R65-2240 on January 22, 1965, thence Westerly along said South line to the West line of Lot 7 in said Elmhurst Industrial Park Unit No. 1, thence Northerly along said West lot line, extended, to the North right-of-way line of Industrial Drive, thence Easterly along said right-of-way line to the East line of Lot 31 in said Elmhurst Industrial Park Unit No. 1, thence Northerly along the East line of Lots 31 and 27 in said Elmhurst Industrial Park Unit No. 1 to the North line of said Lot 27, thence Westerly along said North line to the West line of Lot 26 in said Elmhurst Industrial Park Unit No. 1, thence Northerly along said East line, extended, to the Northeast corner of Lot 22 in said Elmhurst Industrial Park Unit No. 1, thence Northerly to the Southeast corner of York Grand Estates Unit Number One, recorded as Document 426473 on July 23, 1941, thence Northerly along the West line of said York Grand Estates Unit Number One, extended, to the Southwest corner of Lot 2 of Klefstad's Elmhurst Subdivision, recorded as Document R93-172175 on August 4, 1993, thence Easterly, thence Northerly, thence generally Westerly along said Klefstad's Elmhurst Subdivision to the Southeast corner of said Lot 75 in said Elmhurst Industrial Park Unit No. 2, thence Westerly along the South line of said Lot 25 to the Southwest corner, thence Northerly along the West line, and West line extended, of said Lot 75 to the place of beginning, all in DuPage County, Illinois.

*Revised 03/14/12*

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**CITY OF ELMHURST  
QUALIFICATION REPORT  
YORK AND VALLETTE TIF DISTRICT**

**A study to determine whether all or a portion of an area located in the City of Elmhurst qualifies as a conservation area as set forth in the definition in the Tax Increment Allocation Redevelopment Act of 65 ILCS Section 5/11-74.4-3, et seq., as amended.**

**Prepared For: City of Elmhurst, Illinois**

**Prepared By: Kane, McKenna and Associates, Inc.**

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**March 2012**

**CITY OF ELMHURST  
QUALIFICATION REPORT  
YORK AND VALLETTE TIF DISTRICT  
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**EXHIBIT 1**

Proposed TIF Boundary Map

**EXHIBIT 2**

Legal Description

## **I. INTRODUCTION AND BACKGROUND**

In the context of planning for the York and Vallette proposed Redevelopment Project Area (the “RPA”, or “Study Area”) under the provisions of the Illinois “Tax Increment Allocation Redevelopment Act”, Ch. 65 ILCS Section 5/11-74.4-1 et. seq. of the Illinois Compiled Statutes, as amended (hereinafter referred to as the “Act”), the City of Elmhurst (the “City”) has authorized the study of the RPA in its entirety to determine whether it qualifies for consideration as a Tax Increment Financing District (the “TIF” or “TIF District”). Kane, McKenna and Associates, Inc. (“KMA”) has agreed to undertake the study of the RPA.

The RPA is located in the central portion of the City and consists primarily of neighborhood or community retail/commercial uses with adjacent residential uses. The RPA is a contiguous area the boundaries of which are approximately an area bounded on the north by 3 lots fronting the west side of York Street and 3 lots fronting the east side of York street just north of the Illinois Prairie Path; on the west by the eastern lot lines of the multi-family development north of Vallette Street and by the railroad right-of-way south of Vallette Street; on the south by the railroad right-of-way; and on the east by Cherry Street north of Vallette Street and by the frontage lots of east York Street south of Vallette Street. Adjacent rights of way are also included.

The RPA is approximately fourteen (14) acres in size excluding rights-of-way. There are approximately forty five (45) parcels containing approximately twenty seven (27) buildings and including approximately six (6) residential units according to the data available from Du Page County and York Township Assessor’s office. Fifty nine percent (59%) of the structures within the RPA are in excess of thirty-five (35) years in age.

Since much of the RPA was developed before the City undertook its comprehensive planning process, the RPA suffers from adverse impacts associated with a lack of community planning and deleterious land use and layout. The RPA did not have the benefit, over the last several decades, of developing under the guidelines of an economic development plan. The area is categorized by uses that were developed individually and in piece meal fashion with no coordinated parking, pedestrian flow or any unified features (signage, streetscape, etc.). There are few if any instances where businesses can efficiently enter, load, and exit. The RPA is also hindered by a lack of adequately sized commercial lots in relation to present day planning standards and by inadequate loading and unloading areas. The presence of the railroad rightways (including the Prairie Path as a former railroad right of way) influenced access/egress patterns and lot sizes and configurations.

Throughout the RPA, internal traffic circulation and pedestrian circulation are primary challenges to coordinating future land-use and promoting redevelopment. As noted in the Comprehensive Plan, “the City should pursue shared parking facilities as a long term strategy. In the future the City parking lot on the northeast corner could potentially be redeveloped together with the adjacent commercial uses. The new development should include a parking structure to meet some of the shared parking needs of the business district”.

Finally, the growth of the equalized assessed valuation (EAV) of all the properties in the Study Area was found to lag behind the EAV growth of the remainder of the City for four of the last five tax years. The qualification factors discussed within this TIF Qualification Report (the “Report”) qualify the RPA as a conservation area, as that term is hereinafter defined pursuant to 65 ILCS 5/11-74.4-3 et. seq., as amended.

Many of the surface improvements within the Study Area were found to have varying degrees of deterioration. Sidewalks, drives, and parking lots exhibited significant cracking and uneven surfaces. In addition several buildings components exhibited minor instances of deterioration.

The City believes that the RPA can be a candidate for redevelopment if the qualification factors discussed in this report are mitigated. Further, the City believes that the use of TIF can mitigate these negative obstacles that currently impede redevelopment.

**The City does not plan to dislocate ten (10) or more inhabited residential units as part of this redevelopment effort and the RPA contains less than seventy-five (75) inhabited residential units. As such, pursuant to the TIF Act, as amended, the City is not required to prepare a housing impact study. If at some point in the future, the City dislocates more than ten (10) inhabited residential units, or amends the RPA to include more seventy-five (75) inhabited residential units then the City must amend this document and complete a housing impact study.**

## **Objectives**

The City's redevelopment objectives propose to ameliorate to the extent possible the negative impact of the qualification factors which are prevalent in much of the Study Area and enhance retail, commercial and mixed use opportunities where appropriate. To achieve these objectives the City proposes the following guidelines:

- To encourage redevelopment within the RPA that will eliminate the deteriorated surface and building conditions, and attract new land uses which are consistent with the existing uses and provide an enhanced tax base to support the entire City;
- To implement coordinated development/design practices as set forth in the City's Comprehensive Plan;
- To assist site assembly and preparation in order to provide for the reuse of properties for this stated purpose; and
- To install the necessary infrastructure improvements for improved ingress and egress, adequate parking, and loading and unloading areas for the commercial areas and support the proposed new development in accordance with modern planning standards.

The City's general economic development goals are to enhance commercial and mixed use opportunities within the City and the RPA. Given the City's goals as well as the conditions described in this Report, the City has made a determination that it is highly desirable to promote the redevelopment of the RPA. Without an implementation plan for redevelopment, City officials believe current conditions will worsen. The City intends to create and implement such a plan in order to restore, stabilize and increase the economic base associated with the RPA which will not only increase tax revenues associated with the RPA but also benefit the community as a whole.

Because of the conditions observed in the RPA and the required coordination of future land uses, the City enthusiastically supports the foregoing redevelopment objectives. The City has determined that redevelopment should take place through the benefit and guidance of comprehensive planning for economic development controlled by the City. Through this coordinated effort, the RPA is expected to improve. Development barriers, inherent with current conditions within the RPA, which impede economic growth under existing market standards, are expected to be eliminated.

The City has further determined that redevelopment currently planned for the RPA may only be feasible with public finance assistance. The creation and utilization of a TIF redevelopment plan is intended by the City to help provide the assistance required to eliminate conditions detrimental to successful redevelopment of the RPA.

The use of TIF relies upon induced private redevelopment in the RPA creating higher real estate value that would otherwise decline or stagnate without such investment. The result of such investment will lead to increased property taxes compared to the previous land-use (or lack of use). In this way the existing tax base for all tax districts is protected and a portion of future increased taxes are pledged to attract the needed private investment.

## II. QUALIFICATION CRITERIA USED

With the assistance of City staff, Kane, McKenna and Associates, Inc. examined the RPA initially in the spring and early summer of 2011 and again in October of 2011 to the date of this report, and reviewed information collected for the RPA to determine the presence or absence of appropriate qualifying factors listed in the Act. The relevant sections of the Act are found below.

The Act sets out specific procedures, which must be adhered to in designating a redevelopment project area. By definition, a “Redevelopment Project Area” is:

“an area designated by the municipality, which is not less in the aggregate than 1 ½ acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as a blighted area or a conservation area, or a combination of both a blighted area and conservation area.”

Under the Act, “Conservation Area” is defined as any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which fifty percent (50%) or more of the structures in the area have an age of thirty-five (35) years or more. Such an area is not yet a blighted area, but because of a combination of three (3) or more of the following factors, may be considered as a Conservation Area:

(A) Dilapidation: An advanced state of disrepair or neglect of necessary repairs to the primary structural components of building or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.

(B) Obsolescence: The condition or process of falling into disuse. Structures have become ill suited for the original use.

(C) Deterioration: With respect to buildings, defects including, but not limited to major defects in the secondary building components such as doors, windows, porches, gutters and downspouts and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking and surface storage areas evidence deterioration, including, but limited to, surface cracking, crumbling, potholes, depressions, loose paving material and weeds protruding through paved surfaces.

(D) Presence of Structures Below Minimum Code Standards: All structures that do not meet the standards of zoning, subdivision, building, fire and other governmental codes applicable to property, but not including housing and property maintenance codes.

(E) Illegal Use of Individual Structures: The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.

(F) Excessive Vacancies: The presence of buildings that are unoccupied or underutilized and that represent an adverse influence on the area because of the frequency, extent or duration of the vacancies.

(G) Lack of Ventilation, Light, or Sanitary Facilities: The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refer to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.

(H) Inadequate Utilities: Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines and gas, telephone and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area; (ii) deteriorated, antiquated, obsolete or in disrepair; or (iii) lacking within the redevelopment project area.

(I) Excessive Land Coverage and Overcrowding of Structures and Community Facilities: The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking or inadequate provision for loading service.

(J) Deleterious Land-Use or Layout: The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses or uses considered to be noxious, offensive or unsuitable for the surrounding area.

(K) Environmental Clean-Up: The Proposed redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for the clean-up of hazardous waste, hazardous substances or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.

(L) Lack of Community Planning: The Proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards or other evidence demonstrating an absence of effective community planning.

(M) Lag in EAV: The total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years for which information is available, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years for which information is available.

### **III. THE PROPOSED RPA**

The RPA is a contiguous area the boundaries of which are approximately an area bounded on the north by 3 lots fronting the west side of York Street and 3 lots fronting the east side of York street just north of the Illinois Prairie Path; on the west by the eastern lot lines of the multi-family development north of Vallette Street and by the railroad right-of-way south of Vallette Street; on the south by the railroad right-of-way; and on the east by Cherry Street north of Vallette Street and by the frontage lots of east York Street south of Vallette Street. Adjacent rights of way are also included.

The RPA consists of approximately twenty seven (27) buildings and approximately forty five (45) tax parcels. The RPA is approximately fourteen (14) acres in size excluding rights-of-way and includes approximately six (6) inhabited residential units. The RPA is comprised predominantly of commercial with adjacent residential uses.

The RPA described herein meets the eligibility requirements for designation as a Conservation Area under the Act. All of the parcels were examined to determine the number of structures aged thirty-five (35) years or greater, as required under the Conservation Area criteria of the Act. It was determined by site surveys, Du Page County and York Township Assessor data and City input that fifty nine percent (59%) of the structures in the RPA were thirty-five (35) years or greater. Furthermore, the RPA as a whole was found to evidence five (5) additional qualification factors. The minimum required for a finding of a Conservation Area is that over fifty percent (50%) of the improved structures are thirty-five (35) years old or greater and the existence of three (3) qualification factors dictated by the Act.

It was further found that the required qualifying factors are reasonably distributed throughout the RPA. KMA and the City reserve the right to make additional findings in connection with this report prior to the adoption of the TIF District. Thus, the report is subject to revisions to the extent such revisions are allowable prior to any action by the City to adopt the TIF District, as permitted in accordance with the Act.

#### **IV. METHODOLOGY OF EVALUATION**

In evaluating the RPA's potential qualification as a TIF District, the following methodology was utilized:

- 1) Site surveys of the RPA were undertaken by representatives from KMA. Site surveys were completed for each parcel within a block (based upon Sidwell blocks), within the area.
- 2) Exterior evaluation of structures was completed noting such conditions as deterioration, obsolescence, excessive vacancies, and deleterious land use and layout. Additionally, 2005 through 2010 tax information from the Du Page County Clerk's Office, Sidwell parcel tax maps, site data, local history (discussions with City officials and staff), and an evaluation of area-wide factors that have affected the RPA's development (e.g., lack of community planning, and lag in equalized assessed value) were reviewed. KMA studied the RPA in its entirety. City redevelopment goals and objectives for the RPA were also reviewed with City staff. A photographic recording and analysis of the RPA was conducted and was used to aid this evaluation.
- 3) Existing structures and site conditions were initially surveyed only in the context of checking, to the best and most reasonable extent available, qualification factors of specific structures and site conditions on the parcels.
- 4) The RPA was examined to determine the applicability of age, plus the thirteen (13) other qualification factors for TIF designation as a Conservation Area under the Act. Evaluation was made by reviewing the information from the site surveys and other relevant information collected for the RPA and determining how it measured when evaluated against the qualification factors.

## V. QUALIFICATION OF PROPOSED RPA/FINDINGS OF ELIGIBILITY

Based upon KMA's evaluation of parcels in the Study Area and analysis of each of the eligibility factors summarized in Section II, the following factors are present to support qualification of the proposed TIF District as a Conservation Area. These factors are found to be clearly present and reasonably distributed throughout the Study Area, as required under the TIF Act. In addition to age at least three other qualifying factors must be present to a meaningful extent throughout the RPA.

### A. Threshold Qualification

Age. Based upon site surveys, Du Page County and York Township data, approximately fifty nine percent (59%) (approximately 16 of the 27) of the structures in the RPA were found to be thirty-five (35) years of age or older.

### B. Other Conservation Factors (must include three or more factors)

1. Obsolescence. The Act states that obsolescence is the condition or process of falling into disuse or structures that have become "ill-suited" for their original use. The RPA exhibits both functional and economic obsolescence.

Functional obsolescence is exhibited by a number of the retail/commercial tenant spaces, some of which are currently vacant. Age of the existing structures adds to this finding as well as the fact that most tenant spaces along York Street lack adequate access for separate parking and loading and unloading areas. Reuse/renovation plans could require conversion and retrofitting and in some cases, conversion may not be an economic option due to age or condition of structures.

The area suffers from area-wide obsolescence connected in part to the factor of deleterious layout discussed below, and the age of many of the structures. The strip centers and commercial uses located on Vallette west of York Street also appear to require additional coordination relating to parking, ingress/egress (complicated by the railroad right-of-way), and curb cuts.

Partly because the area is an older area (by definition being an area where a majority of structures exceed 35 years in age), certain buildings within the proposed TIF District are no longer adequate for their original use. For example, the older one and two story buildings north of Vallette Street bordering York Street are obsolete in relation to current standards for convenient parking, building setbacks, and exterior treatments. Modern retail facilities are generally larger in overall enclosed square footage, have higher ceilings and high-end building finishes. In contrast, the older buildings have lower ceilings, have more modest exterior and interior finishes, and are generally small facilities. Additionally, many of the components would need to be refurbished if re-occupied.

Overall, these structures have a disproportionately negative “spill-over” effect on the area given the size of the properties (both the buildings and the associated land areas). Absent private and public sector reinvestment, such conditions may deter other property owners from reinvesting in their own homes and businesses. The obsolete conditions within the area thus hinder City goals to promote a more suitable mix of commercial land uses.

2. Deterioration. The Act defines deterioration with respect to buildings defects, including but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters and downspouts and fascia. With respect to surface improvements, the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking and surface storage areas may evidence deterioration, including, but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material and weeds protruding through paved surfaces.

Many of the site improvements displayed signs of deteriorated conditions and defects including, but not limited to, damaged fascias, doors, windows, and entryways, missing mortar, and exterior trim which require repairs, upgrades and replacement. The majority of site improvements were characterized by conditions including surface cracking of pavement areas, and potholes and depressions in roadway and parking areas.

3. Deleterious Land Use or Layout. The Act refers to deleterious land use or layout as the existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses or uses considered to be noxious, offensive or unsuitable for the surrounding area.

According to Du Page County and York Township Assessor records and discussions with City officials, many of the improvements found within the Study Area were built between 40 to 70 years ago. This applies to more than half of the buildings in the area. As a result, these properties were developed during a period before the City had in place an effective community planning process to guide its zoning map and development procedures.

The area is categorized by uses that were developed individually and in piece meal fashion with no coordinated parking, pedestrian flow or any unified features (signage, streetscape, etc.). There are few if any instances in the RPA where patrons can efficiently enter, load, and/or exit a business.

Many of the problems in the area reflect incompatible uses which are caused by a combination of factors in particular, inadequate traffic circulation, coordinated parking, and insufficient buffers between parcels. Properties lack parking lot screening and landscaping to serve as a buffer to adjacent uses.

Internal traffic circulation is a primary challenge to coordinating future land-use and promoting redevelopment. Cross access between adjacent compatible commercial uses should be encouraged throughout. Cross access would improve safety and efficiency of traffic flow along York Street and Vallette York. Cross access options should be reviewed and appropriate cross access provided.

Other issues relating to ingress/egress (such as the number of curb cuts on major arterials) also require coordination by the City as part of redevelopment efforts.

The Study Area would be difficult to develop without centralized coordination. This is because most modern development standards call for larger parcels with coordinated parking, access/egress and streetscape or landscape uniformity. A coordinated redevelopment effort could eliminate this situation. Requirements for buffering to adjacent residential uses would also need to be included in planning efforts.

4. Lack of Community Planning. The Act refers to lack of community planning as the proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards or other evidence demonstrating an absence of effective community planning.

According to City staff, much of the development that has occurred within the Study Area took place in a period of time prior to the City adopting its amended Comprehensive Plan and Zoning Ordinance and before the City followed its existing comprehensive planning procedures.

A major land use issue is the coordination of ingress/egress and parking. Although the area is served by a stop light, additional issues relating to traffic control exist (additional lanes or restrictions on turns have been studied); furthermore, there are no transitional lanes that would separate slower moving traffic approaching a business (e.g., to park and shop or unload cargo) from faster moving traffic. Circulation relating to parking and pedestrian movement also needs review.

Additionally, the southwest and southeast portions of the RPA have unique layout problems due to the railroad right of way and the configuration of existing uses. These uses have shallow parcel depth that do not afford much room for loading, unloading, or parking, in comparison to modern uses (e.g., newer automobile service facilities elsewhere in the City). Loading and unloading areas are extremely limited and would likely prevent certain types of retailers (e.g., medium or large retailers that require more space for loading/unloading and parking, such as modern drug stores) from locating at this site. This results in a number of odd or irregularly shaped parcels at various corners which can inhibit typical development. Moreover, many of the parcels fronting along York Street have rather short depths, limiting to a degree their usefulness and redevelopment potential. This is compounded by the close proximity of single family homes. Much of the existing development along the street was developed without adequate barriers or buffering measures with residential areas.

Future land uses need to be integrated with the goal of pedestrian-oriented development in the area including:

- Area landscaping and streetscaping;
- Integration to Prairie Path uses;
- Coordinated parking solutions; and
- Tighter regulation of curb cuts.

Until recently, effective and sustained economic development plans and strategies intended to address the coordinated redevelopment of the entire Study Area have been lacking. This is not to say that improvements did not take place over the years, but that they were implemented without the guidance of a master plan directed toward long-term benefit for the Study Area. A lack of such efforts has contributed to the evolution of conservation area factors currently present within the Study Area.

Adjoining uses will require coordination (e.g. residential adjacent to commercial). Land uses for the greater part are not well buffered, and mixed uses often exist side by side. Similar to the other Study Areas, properties are categorized by varying setbacks, parking availability, and lot sizes. Several office uses along Vallette appear to be under parked and are not well buffered to residential uses. New or planned redevelopment activities for the area would require integration with the area-wide infrastructure in order to provide efficient and modern service to the users including convenient and available parking.

The City Comprehensive Plan finds:

“The City should consider creating a new mixed use zoning district to serve this sub-area, as well as the similar character type of the Spring Road Business District. In this district, the City should pursue shared parking facilities as a long-term strategy. In the future, the City parking lot on the northeast center could potentially be redeveloped together with the adjacent commercial uses. The new development should include a parking structure to meet some of the shared parking needs of the business district.

The disconnected, obsolete commercial centers on the southwest corner, the bank building and the older office uses on the northwest corner and the commercial and vacant uses on the northeast and southeast side are all subject to redevelopment. The City should promote mixed use buildings on these parcels in a pedestrian-friendly environment to create a stronger and more vibrant commercial district.

A new specialty grocery store and nursery with a rooftop café is proposed on the southeast corner of the district; a pedestrian-friendly design should be encouraged for this key corner location.

Single-family homes predominate along the northern border of the Prairie Path, but the adjacent mix of uses and pedestrian-friendly environment could support comparatively higher-density townhomes to replace the two commercial lots currently located to the north.

## URBAN DESIGN AND CIRCULATION

As the York/Valette business district experiences redevelopment, the City should encourage pedestrian-oriented design in the area. Buildings should be brought forward to the sidewalk and parking provided at the rear or on interior lots to create a continuous streetwall. The tallest buildings, four to five stories in height, should be located near the York/Valette intersection, with reduced heights (two or three stories) closer to the single-family neighborhoods. Building facades should be designed to create an engaging pedestrian environment by including elements such as attractive storefronts, well-articulated entryways, awnings and well-designed signage. The City should consider developing and adopting design guidelines to guide future development in the York/Valette business district (see *Chapter 10: Urban Design* for more details).

In addition to regulating building placement and design, the City should implement a streetscape improvement program to create a strong pedestrian character in the York/Valette area.

Improvements such as wide sidewalks, well-defined sidewalks, pedestrian-scale lighting and street furniture will help in creating a safer and more comfortable pedestrian environment. Additionally, the City could consider using elements such as special signage, banners and public art with a distinctive theme to create a unique identity for the area. Its proximity and connections to significant open spaces, including the Prairie Path and York Commons, should be highlighted in the new streetscape program.

Currently, parking for commercial development in the district is provided in disconnected surface parking lots associated with the different commercial center and in a City-owned surface lot. Under the existing system, a significant amount of land in the York/Valette business district is dedicated to parking, and vehicular circulation is often inefficient and confusing. The City could take several measures to reduce the amount of surface parking while improving circulation within the district. These measures include:

- Consolidate parking in locations that are within easy walking distance of the commercial uses to encourage customers to park once and walk to various destinations within the district.
- Encourage shared parking between uses that have different peak usage hours, such as offices and restaurants, to minimize the total number of parking spaces required.
- Provide parking garages within mixed-use developments where feasible.

## RECOMMENDATIONS

1. Study and enact an appropriate financing mechanism (i.e. tax-increment finance district, business improvement district, etc.) to raise funds for redevelopment efforts.
2. Encourage mixed-use development with first floor office, retail and/or commercial and upper-story residential. Building heights should be higher in the core of the business district (four- to five-stories) (corners of York and Vallette Streets) with lesser heights (two- to three-stories) surrounding the

- core. Large, vacant parcels should be master planned to create a cohesive development pattern.
3. Construct new parking as warranted and consolidate existing parking to allow additional developable space. Structured and/or shared parking should be encouraged where feasible. Off street parking should be provided to the rear.
  4. Reduce setbacks and construct a continuous streetwall along the sidewalk edge.
  5. Implement a streetscape program to create a pedestrian-welcome environment, as well as produce a unified image for the district.
  6. Develop and enforce “Design Guidelines” to construct new development in a uniform character.”

Source: City Comprehensive Plan

5. Lag in EAV. The Act refers to lag in EAV as the total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years, for which information is available or increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated.

The total Equalized Assessed Value (“EAV”) of the Study Area increased at an annual rate that lagged behind the balance of the City’s EAV for four (4) of the last five (5) years. A summary of this analysis is presented in the table below.

<b>Tax Year</b>	<b>Study Area EAV</b>	<b>Percent Change</b>	<b>Balance of the City's EAV</b>	<b>Percent Change</b>
2010	\$ 8,492,430	-3.14%	\$ 2,270,651,936	-7.44%
2009	\$ 8,767,720	<b>-2.74%</b>	\$ 2,453,185,283	.11%
2008	\$ 9,014,950	<b>4.17%</b>	\$ 2,450,375,922	9.12%
2007	\$ 8,654,170	<b>7.98%</b>	\$ 2,245,654,493	11.01%
2006	\$ 8,014,570	<b>5.74%</b>	\$ 2,023,007,225	10.46%
2005	\$ 7,597,760	--	\$ 1,831,413,267	--

Note: the percentage change in years where the EAV of the Study Area lagged behind the balance of the City are in bold.

Source: Du Page County Assessor’s Office

## **VI. SUMMARY OF FINDINGS AND OVERALL ASSESSMENT OF QUALIFICATION**

The following is a summary of relevant qualification findings as it relates to the potential designation of the RPA by the City as a TIF District:

1. The RPA is contiguous and is greater than 1½ acres in size.
2. The RPA qualifies as a Conservation Area. A more detailed analysis of the qualification findings is outlined in Section V of this report.
3. All property in the RPA would substantially benefit by the proposed redevelopment project improvements.
4. The sound growth of taxing districts applicable to the RPA, including the City, has been impaired by the factors found present in the RPA.
5. The RPA would not be subject to redevelopment without the investment of public funds, including property tax increments.

These findings, in the judgment of KMA, provide the City with sufficient justification to consider designation of the RPA as a TIF District.

The RPA has not benefited from coordinated planning efforts by either the public or private sectors. There is a need to focus redevelopment efforts relating to the improvement of the area as well as the coordination of redevelopment efforts for market uses. These efforts will be important to the RPA's continued improvement and preservation of tax base.

**EXHIBIT 1**

**PROPOSED TIF BOUNDARY MAP**



Proposed Vallette St TIF District

Proposed Properties

Feet  
0 20 40 60 80 100



**EXHIBIT 2**  
**LEGAL DESCRIPTION**

## Elmhurst Vallette Street TIF Legal Description

That part of Sections 11 and 12 of Township 39 North, Range 11, East of the Third Principal Meridian described as commencing at the intersection of the North line of Lot 1 in Powell's Subdivision, recorded as Document 160352 on November 3, 1922, and the West right-of-way line of York Street, for a place of beginning, thence Northerly along said West right-of-way line to the Southerly right-of-way line of Seminole Avenue, thence Northwesterly along said Southerly right-of-way line to its intersection with the West line, extended Southerly, of Lot 17 in Block 4 of the Resubdivision of Blocks 1, 2 & 3 in Bryan's Subdivision of South Elmhurst, recorded as Document 50781 on December 23, 1892, thence Northerly along said West line extended to its intersection with a line parallel to, and 20 feet North of the South line of Lot 14 in Block 4 of said Resubdivision, thence Easterly along said parallel line to the West right-of-way line of York Street, thence Northerly along said West right-of-way line to its intersection with a line parallel to, and 330.95 feet South of the South right-of-way line of May Street, thence Easterly 255.5 feet along said parallel line, thence Southerly along a line parallel to said West right-of-way line of York Street to the Southerly right-of-way line of South Street, thence Northwesterly along said Southerly right-of-way line to the East right-of-way line of York Street, thence Southerly along said East right-of-way line of York Street to the Southerly right-of-way line of the former Aurora, Elgin and Chicago Railroad (now the Illinois Prairie Path), thence Southeasterly along said Southerly right-of-way line to the East right-of-way line of Cherry Street, extended Northerly, thence Southerly along said East right-of-way line extended to the South right-of-way line of Vallette Street, thence Westerly along said South right-of-way line to the East line of Lot 18A of Slatin's Resubdivision, recorded as Document 512888 on December 18, 1946, thence Southerly along said East line to the North line of Lot 2 of Regan Resubdivision, recorded as Document R2008-126273 on August 13, 2008, thence generally Westerly along said North line to the Easterly right-of-way line of York Street, thence Southeasterly along said Easterly right-of-way line to its intersection with the North line of Lot 3 of Timke's Addition to South Elmhurst, recorded as Document 121358 on June 30, 1915, thence Easterly along said North line, extended, to the East line of Lot 19A in said Slatin's Resubdivision, thence Southerly along said East line, extended, to the South right-of-way line of Crescent Avenue, thence Westerly along said South right-of-way line to a point 152.7 feet East of the Easterly right-of-way line of York Street, thence Southerly to a point on the Southerly line of said Lot 1, 143.3 feet Southeasterly of said Easterly right-of-way line of York Street, thence Southeasterly 11.83 feet along said Southerly lot line, thence Southwesterly at right angles to the last described course 32 feet to the Northerly right-of-way line of the Canadian National Railroad, thence Northwesterly along said Northerly right-of-way line to the Northerly right-of-way line of Vallette Street, thence Northeasterly along said Northerly right-of-way line to the West line of Lot 1 of Firstar Resubdivision, recorded as Document R97-106840 on July 23, 1997, thence generally Northerly along said West line to the Southerly right-of-way line of the former Aurora, Elgin and Chicago Railroad (now the Illinois Prairie Path), thence Southeasterly along said Southerly right-of-way line to the point of beginning, including all adjacent and contiguous Public Alleys and Rights-of-way, all in DuPage County, Illinois.

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**CITY OF ELMHURST  
QUALIFICATION REPORT  
RIVERSIDE DRIVE TIF DISTRICT**

**A study to determine whether all or a portion of an area located in the City of Elmhurst qualifies as a conservation area and a portion of the same area qualifies as a vacant blighted area as set forth in the definition in the Tax Increment Allocation Redevelopment Act of 65 ILCS Section 5/11-74.4-3, et seq., as amended.**

**Prepared For: City of Elmhurst, Illinois**

**Prepared By: Kane, McKenna and Associates, Inc.**

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**March 2012**

**CITY OF ELMHURST  
QUALIFICATION REPORT  
RIVERSIDE DRIVE TIF DISTRICT  
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**EXHIBIT 1**

Proposed TIF Boundary Map

**EXHIBIT 2**

Legal Description

**EXHIBIT 3**

Engineer's Report - Chronic Flooding

## **I. INTRODUCTION AND BACKGROUND**

In the context of planning for the Riverside Drive proposed Redevelopment Project Area (the “RPA”, or “Study Area”) under the provisions of the Illinois “Tax Increment Allocation Redevelopment Act”, Ch. 65 ILCS Section 5/11-74.4-1 *et. seq.* of the Illinois Compiled Statutes, as amended (hereinafter referred to as the “Act”), the City of Elmhurst (the “City”) has authorized the study of the RPA in its entirety to determine whether it qualifies for consideration as a Tax Increment Financing District (the “TIF” or “TIF District”). Kane, McKenna and Associates, Inc. (“KMA”) has agreed to undertake the study of the RPA.

The RPA is located in the south western portion of the City and consists primarily of commercial, institutional and industrial uses, as well as vacant land located along the east portion of the RPA. The RPA is a contiguous area the boundaries of which are approximately an area bounded on the north by the frontage parcels on the north side of Monroe Street; on the west by Route 83; on the south by residential and forest preserve properties; and on the east by Salt Creek. Adjacent rights of way are also included.

The RPA is approximately ninety (90) acres in size excluding rights-of-way. There are approximately sixty four (64) parcels including approximately eighteen (18) buildings with one residential unit according to the data available from Du Page County and York Township Assessor’s office. Fifty six percent (56%) of the structures within the RPA are in excess of thirty-five (35) years in age.

The RPA exhibits evidence of deterioration and obsolescence that is often characteristic of properties that are extended well into their useful lives. As examined in October of 2011, fifty percent (50%) of the structures in the Study Area were built between 40 and 70 years ago. Many of the structures were designed for specific purposes; and reuse/renovation plans could require conversion and retrofitting. In some cases, conversion may not be an economic option due to cost factors, and in some cases, locations on or near floodplain areas.

Further, because much of the RPA came into existence in an era before the City actively practiced modern land use planning, the RPA suffers from adverse impacts associated with a lack of community planning and deleterious land use and layout. The RPA did not have the benefit, over the last several decades, of developing under the guidelines of an economic development plan. The area is categorized primarily by industrial uses, commercial uses, institutional uses (e.g., school property, City public works property) which include various storage facilities and open parking areas. Access to the area is limited to only the west entrance along Route 83 with limited access from other directions (due to Salt Creek and residential areas to the east and south).

Vehicular ingress/egress on most commercial properties within the RPA is poorly controlled or defined – creating safety issues for both patrons and motorists utilizing the limited number of adjacent roadways – and internal circulation requires further review.

Finally, the growth of the equalized assessed valuation (EAV) of all the properties in the Study Area was found to lag behind the EAV growth of the remainder of the City for four of the last five tax years. The qualification factors discussed within this TIF Qualification Report (the “Report”) qualify the RPA as a conservation area and vacant blighted area, as those terms are hereinafter defined pursuant to 65 ILCS 5/11-74.4-3 *et. seq.*, as amended.

Surface improvements within the Study Area were found to have varying degrees of deterioration. Streets, driveways, and parking lots exhibited significant cracking and uneven surfaces. In addition, several buildings exhibited missing or cracked mortar, and downspouts and frame components in need of repair.

The City believes that the RPA can be a candidate for redevelopment if the qualification factors discussed in this report are mitigated. Further, the City believes that the use of TIF can mitigate these negative obstacles that currently impede redevelopment.

**The City does not plan to dislocate ten (10) or more inhabited residential units as part of this redevelopment effort and the RPA contains less than seventy-five (75) inhabited residential units. As such, pursuant to the TIF Act, as amended, the City is not required to prepare a housing impact study. If at some point in the future, the City dislocates more than ten (10) inhabited residential units, or amends the RPA to include more seventy-five (75) inhabited residential units then the City must amend this document and complete a housing impact study.**

## Objectives

The City's redevelopment objectives propose to ameliorate to the extent possible the negative impact of the qualification factors which are prevalent in much of the Study Area and enhance industrial and commercial use opportunities where appropriate. To achieve these objectives the City proposes the following guidelines:

- To encourage redevelopment within the RPA that will address the qualification factors and existing conditions, and attract or encourage land uses and provide an enhanced tax base to support the entire City;
- To implement and coordinate traffic access/egress and circulation within the RPA;
- To assist site assembly and preparation in order to provide for the reuse of properties for this stated purpose; and
- To install the necessary infrastructure improvements for improved flood control, ingress and egress, and a more vehicular friendly circulation for the commercial and industrial areas and support the proposed new development in accordance with modern planning standards.

The City's general economic development goals are to enhance commercial and industrial opportunities within the City and the RPA. Given the City's goals as well as the conditions described in this Report, the City has made a determination that it is highly desirable to promote the redevelopment of the RPA. Without an implementation plan for redevelopment, City officials believe current conditions will worsen. The City intends to create and implement such a plan in order to restore, stabilize and increase the economic base associated with the RPA which will not only increase tax revenues associated with the RPA but also benefit the community as a whole.

Because of the conditions observed in the RPA and the required coordination of future land uses, the City enthusiastically supports the foregoing redevelopment objectives. The City has determined that redevelopment should take place through the benefit and guidance of comprehensive planning for economic development controlled by the City. Through this coordinated effort, the RPA is expected to improve. Development barriers, inherent with current conditions within the RPA, which impede economic growth under existing market standards, are expected to be eliminated.

The City has further determined that redevelopment currently planned for the RPA may only be feasible with public finance assistance. The creation and utilization of a TIF redevelopment plan is intended by the City to help provide the assistance required to eliminate conditions detrimental to successful redevelopment of the RPA.

The use of TIF relies upon induced private redevelopment in the RPA creating higher real estate value that would otherwise decline or stagnate without such investment. The result of such investment will lead to increased property taxes compared to the previous land-use (or lack of use). In this way the existing tax base for all tax districts is protected and a portion of future increased taxes are pledged to attract the needed private investment.

## II. QUALIFICATION CRITERIA USED

With the assistance of City staff, Kane, McKenna and Associates, Inc. examined the RPA initially in the spring and early summer of 2011 and again in October of 2011 to the date of this report, and reviewed information collected for the RPA to determine the presence or absence of appropriate qualifying factors listed in the Act. The relevant sections of the Act are found below.

The Act sets out specific procedures, which must be adhered to in designating a redevelopment project area. By definition, a “Redevelopment Project Area” is:

“an area designated by the municipality, which is not less in the aggregate than 1 ½ acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as a blighted area or a conservation area, or a combination of both a blighted area and conservation area.”

Under the Act, “Conservation Area” is defined as any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which fifty percent (50%) or more of the structures in the area have an age of thirty-five (35) years or more. Such an area is not yet a blighted area, but because of a combination of three (3) or more of the following factors, may be considered as a Conservation Area:

- (A) Dilapidation: An advanced state of disrepair or neglect of necessary repairs to the primary structural components of building or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.
- (B) Obsolescence: The condition or process of falling into disuse. Structures have become ill suited for the original use.
- (C) Deterioration: With respect to buildings, defects including, but not limited to major defects in the secondary building components such as doors, windows, porches, gutters and downspouts and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking and surface storage areas evidence deterioration, including, but limited to, surface cracking, crumbling, potholes, depressions, loose paving material and weeds protruding through paved surfaces.
- (D) Presence of Structures Below Minimum Code Standards: All structures that do not meet the standards of zoning, subdivision, building, fire and other governmental codes applicable to property, but not including housing and property maintenance codes.
- (E) Illegal Use of Individual Structures: The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.
- (F) Excessive Vacancies: The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent or duration of the vacancies.

(G) Lack of Ventilation, Light, or Sanitary Facilities: The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refer to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.

(H) Inadequate Utilities: Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines and gas, telephone and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area; (ii) deteriorated, antiquated, obsolete or in disrepair; or (iii) lacking within the redevelopment project area.

(I) Excessive Land Coverage and Overcrowding of Structures and Community Facilities: The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking or inadequate provision for loading service.

(J) Deleterious Land-Use or Layout: The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses or uses considered to be noxious, offensive or unsuitable for the surrounding area.

(K) Environmental Clean-Up: The Proposed redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for the clean-up of hazardous waste, hazardous substances or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.

(L) Lack of Community Planning: The Proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards or other evidence demonstrating an absence of effective community planning.

(M) Lag in EAV: The total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years for which information is available, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years for which information is available.

The Act defines "Vacant Blighted Area" as any vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where: if vacant, the sound growth of the redevelopment project area is impaired by a combination of 2 or more of the following factors, each of which is (i) present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains:

(A) Obsolete platting of vacant land that results in parcels of limited or narrow size or configurations of parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements, or platting that failed to create rights-of-ways for streets or alleys or that created inadequate right-of-way widths for streets, alleys, or other public rights-of-way or that omitted easements for public utilities.

(B) Diversity of ownership of parcels of vacant land sufficient in number to retard or impede the ability to assemble the land for development.

(C) Tax and special assessment delinquencies exist or the property has been the subject of tax sales under the Property Tax Code within the last 5 years.

(D) Deterioration of structures or site improvements in neighboring areas adjacent to the vacant land.

(E) The area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.

(F) The total equalized assessed value of the proposed redevelopment project area has declined for 3 of the last 5 calendar years prior to the year in which the redevelopment project area is designated or is increasing at an annual rate that is less than the balance of the municipality for 3 of the last 5 calendar years for which information is available or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for 3 of the last 5 calendar years prior to the year in which the redevelopment project area is designated.

If vacant, the sound growth of the redevelopment project area is impaired by one of the following factors that (i) is present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) is reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains:

(A) The area consists of one or more unused quarries, mines, or strip mine ponds.

(B) The area consists of unused railyards, rail tracks, or railroad rights-of-way.

(C) The area, prior to its designation, is subject to (i) chronic flooding that adversely impacts on real property in the area as certified by a registered professional engineer or appropriate regulatory agency or (ii) surface water that discharges from all or a part of the area and contributes to flooding within the same watershed, but only if the redevelopment project provides for facilities or improvements to contribute to the alleviation of all or part of the flooding.

(D) The area consists of an unused or illegal disposal site containing earth, stone, building debris, or similar materials that were removed from construction, demolition, excavation, or dredge sites.

(E) Prior to November 1, 1999, the area is not less than 50 nor more than 100 acres and 75% of which is vacant (notwithstanding that the area has been used for commercial agricultural purposes within 5 years prior to the designation of the redevelopment project area), and the area meets at least one of the factors itemized in paragraph (1) of this subsection, the area has been designated as a town or City center by ordinance or comprehensive plan adopted prior to January 1, 1982, and the area has not been developed for that designated purpose.

(F) The area qualified as a “blighted area” immediately prior to becoming vacant, unless there has been substantial private investment in the immediately surrounding area.

### **III. THE PROPOSED RPA**

The RPA is a contiguous area the boundaries of which are approximately an area bounded on the north by the frontage parcels on the north side of Monroe Street; on the west by Route 83; on the south by residential and forest preserve properties; and on the east by Salt Creek. Adjacent rights of way are also included

The RPA consists of approximately eighteen (18) buildings and approximately sixty four (64) tax parcels. The RPA is approximately ninety (90) acres in size (excluding right of ways) and does not include any inhabited residential units. The RPA is comprised predominantly of commercial and industrial with limited institutional uses and adjacent residential uses.

The RPA described herein meets the eligibility requirements for designation as a Conservation Area and a Vacant Blighted Area under the Act. All of the parcels were examined to determine the number of structures aged thirty-five (35) years or greater, as required under the Conservation Area criteria of the Act. It was determined by site surveys, Du Page County and York Township Assessor data and City input that fifty six percent (56%) of the structures in the RPA were thirty-five (35) years or greater. Furthermore, the RPA as a whole was found to evidence five (5) additional qualification factors. The minimum required for a finding of a Conservation Area is that over fifty percent (50%) of the improved structures are thirty-five (35) years old or greater and the existence of three (3) qualification factors dictated by the Act. The parcels on the east side of the RPA were also found to meet one of the stand alone factors for a Vacant Blighted Area due to chronic flooding.

It was further found that the required qualifying factors are reasonably distributed throughout the RPA. KMA and the City reserve the right to make additional findings in connection with this report prior to the adoption of the TIF District. Thus, the report is subject to revisions to the extent such revisions are allowable prior to any action by the City to adopt the TIF District, as permitted in accordance with the Act.

#### **IV. METHODOLOGY OF EVALUATION**

In evaluating the RPA's potential qualification as a TIF District, the following methodology was utilized:

- 1) Site surveys of the RPA were undertaken by representatives from KMA. Site surveys were completed for each parcel within a block (based upon Sidwell blocks), within the area.
- 2) Exterior evaluation of structures was completed noting such conditions as deterioration, obsolescence, and deleterious land use and layout. Additionally, 2005 through 2010 tax information from the Du Page County Clerk's Office, Sidwell parcel tax maps, site data, local history (discussions with City officials and staff), and an evaluation of area-wide factors that have affected the RPA's development (e.g., lack of community planning, and lag in equalized assessed value) were reviewed. KMA studied the RPA in its entirety. City redevelopment goals and objectives for the RPA were also reviewed with City staff. A photographic recording and analysis of the RPA was conducted and was used to aid this evaluation.
- 3) Existing structures and site conditions were initially surveyed only in the context of checking, to the best and most reasonable extent available, qualification factors of specific structures and site conditions on the parcels.
- 4) The RPA was examined to determine the applicability of age, plus the thirteen (13) other qualification factors for TIF designation as a Conservation Area as well as the qualification factors for a Vacant Blighted Area under the Act. Evaluation was made by reviewing the information from the site surveys and other relevant information collected for the RPA and determining how it measured when evaluated against the qualification factors.

## V. QUALIFICATION OF PROPOSED RPA/FINDINGS OF ELIGIBILITY

Based upon KMA's evaluation of parcels in the Study Area and analysis of each of the eligibility factors summarized in Section II, the following factors are present to support qualification of the proposed TIF District as a Conservation Area and a Vacant Blighted Area. These designated areas are illustrated on the attached RPA boundary map at the end of this report. These factors are found to be clearly present and reasonably distributed throughout the Study Area, as required under the TIF Act.

### A. IMPROVED AREA FACTORS – CONSERVATION AREA

#### 1. Threshold Qualification

Age. Based upon site surveys and Du Page County and York Township data, approximately fifty six percent (56%) (approximately 10 of the 18) of the structures in the RPA were found to be thirty-five (35) years of age or older.

#### 2. Other Conservation Factors (must include three or more factors)

a. Obsolescence. The Act states that obsolescence is the condition or process of falling into disuse or structures that have become "ill-suited" for their original use. The RPA exhibits both functional and economic obsolescence.

Many of the structures were designed for specific purposes; and reuse/renovation plans could require conversion and retrofitting. In some cases, conversion may not be an economic option due to cost factors, or the presence of the floodplain including requirements for mitigation and/or detention pursuant to County and City ordinances.

Obsolescence is present due to the RPA's poor layout and building orientation. Both the buildings and the sites themselves contain characteristics which limit the usefulness and marketability of the area. As a whole, the area suffers from poor design and layout which is evidenced by less intensive uses such as: vehicle storage, material storage, landscaping and contractor yards, and vacant lots. Because of these factors, the area's overall usefulness and desirability for redevelopment is significantly limited.

Obsolete site improvements are present throughout the entire area. There is a lack of sidewalks and signage; and roadways are deficient in relation to contemporary development standards for commercial and industrial uses.

Economic obsolescence is demonstrated by the lag in the growth of EAV for the Study Area when compared with the rest of the City. This condition also has the potential to cause a negative spill over for the surrounding area and may deter other property owners from reinvesting in their own properties.

b. Deterioration. The Act defines deterioration with respect to buildings defects, including but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters and downspouts and fascia. With respect to surface improvements, the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking and surface storage areas may evidence deterioration, including, but not limited

to, surface cracking, crumbling, potholes, depressions, loose paving material and weeds protruding through paved surfaces.

Many of the improvements displayed signs of deteriorated conditions and defects including, but not limited to, damaged fascias, damaged frames/components, missing mortar, and damaged fencing (which require repairs, upgrades and replacement). The majority of site improvements were characterized by conditions including surface cracking of pavement areas, potholes and depressions in roadway and parking areas, weeds protruding through paved and concrete areas and loose gravel in parking areas.

c. Deleterious Land Use or Layout. The Act refers to deleterious land use or layout as the existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses or uses considered to be noxious, offensive or unsuitable for the surrounding area.

According to Du Page County and York Township Assessor records and discussions with City staff, many of the improvements found within the Study Area were built between 40 to 70 years ago. This applies to fifty percent (50%) of the buildings in the area. As a result, these properties were developed during a period before the City had in place an effective community planning process to guide its zoning map and development procedures.

Large scale storage of materials categorizes the north portion of the Study Area and the City Public Works facility, a motel facility, and a local elementary school are located at the south portion of the Study Area. Certain facilities exhibit special use needs that may not be compatible with current market standards for reuse (e.g. ceiling height, amount of office space, visibility and access). Smaller uses (converted residential) are also located on Riverside Drive. Flood plain requirements also serve to limit options for redevelopment due to restrictions relating to foundation height and detention/retention requirements.

Vehicular ingress/egress on most commercial properties is poorly controlled or defined – creating safety issues for both patrons and motorists utilizing the limited number of adjacent roadways – and internal circulation requires further review.

Access to many of the parcels is limited, and at times, difficult due to heavy traffic flow and bottlenecks near Route 83, Riverside Drive, and Monroe Street. In addition, several existing parcels evidence inadequate depths for loading and unloading, as well as adequate provision of off street parking. Provisions for adequate buffering, loading, and parking will require action from the City.

The RPA also exhibits instances of incompatible land-use relationships. The area contains a school facility, a hotel and banquet facilities, City public works, and various industrial buildings and storage/equipment yards. There are several single family buildings converted to commercial uses.

d. Lack of Community Planning. The Act refers to lack of community planning as the proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the

adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards or other evidence demonstrating an absence of effective community planning.

According to City staff, much of the development that has occurred within the Study Area took place in a period of time prior to the City adopting its amended Comprehensive Plan and Zoning Ordinance and before the City followed its existing comprehensive planning procedures.

Until recently effective and sustained economic development plans and strategies, intended to address the coordinated redevelopment of the entire Study Area, have been lacking. This is not to say that improvements did not take place over the years, but that they were implemented without the guidance of a master plan directed toward long-term benefit for the Study Area. A lack of such efforts has contributed to the evolution of conservation area factors currently present within the Study Area.

The area's lack of community planning is evidenced by various factors, including (a) deleterious layout (discussed above), (b) close proximity of institutional and commercial uses abutting residential uses to the south of the proposed TIF District, (c) lack of complementary public improvements, amenities, and circulation as would be expected under a modern land use plan, and (d) floodplain related planning/development constraints.

Redevelopment will require coordination due to the flood plain related issues, coordinated ingress/egress and potential configuration/assembly of parcels. Commercial properties are categorized by varying setbacks, parking availability, and lot sizes. Various mixed uses including institutional (school) and industrial are located on the frontage road. New or planned redevelopment activities for the area would require integration with the area-wide infrastructure in order to allow for economic site and building costs competitive with alternate locations.

The City did not have a Comprehensive Plan in place during the time period that the area was developed: the area developed piece meal, beginning in a partially unincorporated area, in the absence of any municipal comprehensive planning process to guide development. The area's lack of community planning is evidenced by the following:

- a) Conflict between existing land uses;
- b) Insufficient buffering and set-backs between commercial and industrial uses; and
- c) Development in the absence of municipal planning for floodplain related issues.

As indicated in the Comprehensive Plan, “the City should also re-evaluate the intersection configuration of Frontage Road, South Riverside Drive, Monroe Street, and Route 83 to reduce vehicular points of conflict. This can be achieved through potential road realignments, traffic calming options or other opportunities to make the intersection safe for all users. The City should continue to coordinate with the Village of Villa Park to ensure streetscape improvements are implemented along the corridor.”

The City Comprehensive Plan finds that:

#### “URBAN DESIGN AND CIRCULATION

The Frontage Road along IL Route 83 lacks streetscape improvements. Large, uncoordinated signs are dominant along the corridor and materials are often stored in the open without any screening, resulting in an unattractive street environment. The City should regulate signage and enforce screening requirements in the area. It should also consider adopting design guidelines that maintain an attractive streetscape by requiring landscaping that appropriately screens industrial uses along the corridor (see *Chapter 10: Urban Design* for more details).

A portion of the South Riverside Drive corridor is within the Village of Villa Park. The City should continue to coordinate with Villa Park to ensure that consistent streetscape improvements are implemented along the corridor.

The City should also re-evaluate the intersection configuration of Frontage Road, South Riverside Drive, Monroe Street and IL Route 83 to reduce vehicular points of conflict. This can be achieved through potential road realignments, traffic calming options or other opportunities to make the intersection safer for all users. The variety of land uses in this sub-area that extra care be taken in ensuring that roadway conditions, access and circulation patterns, and aesthetics meet the needs of all users.

#### RECOMMENDATIONS

1. Maintain employment uses within the South Riverside Drive corridor.
2. Maintain adequate landscape buffers between employment and residential uses.
3. Implement a streetscape program to create a pedestrian-friendly environment, as well as produce a unified image and distinctive identity for the district. The City should emphasize coordinated signage and screening requirements. Signage should direct motorists off the main thoroughfares (i.e. IL Route 83) and into the industrial area through consistent signage and gateway elements. Within the corridor, signage should provide both pedestrians and auto-oriented wayfinding elements that identifies businesses, uses, and routes.
4. Coordinate with the Village of Villa Park to implement a unified streetscape program on both sides of IL Route 83, as well as conduct a corridor improvement plan; improve aesthetics along corridor. A coordinated signage program between the two municipalities can create a specific identity for the IL Route 83 corridor, promoting a “brand” and identifying points of interest, routes, and uses.

5. Develop and enforce design guidelines, which will result in visually compatible redevelopment.
6. Re-evaluate intersection configurations in the sub-area to ensure appropriate curb and turning-radii for vehicular traffic and large trucks.”

Source: City Comprehensive Plan

e. Lag in EAV. The Act refers to lag in EAV as the total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years, for which information is available or increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated.

The total Equalized Assessed Value (“EAV”) of the Study Area increased at an annual rate that lagged behind the balance of the City’s EAV for four (4) of the last five (5) years. A summary of this analysis is presented in the table below.

<b>Tax Year</b>	<b>Study Area EAV</b>	<b>Percent Change</b>	<b>Balance of the City's EAV</b>	<b>Percent Change</b>
2010	\$ 9,707,740	.80%	\$ 2,269,436,626	-8.06%
2009	\$ 9,629,640	<b>-12.60%</b>	\$ 2,452,323,363	.15%
2008	\$ 10,842,990	<b>5.45%</b>	\$ 2,448,547,882	8.35%
2007	\$ 10,251,850	<b>-6.72%</b>	\$ 2,244, 056,813	9.98%
2006	\$ 10,940,570	<b>8.26%</b>	\$ 2,020,081,225	9.46%
2005	\$ 10,036,360	--	\$ 1,828,956,667	--

Note: the percentage change in years where the EAV of the Study Area lagged behind the balance of the City are in bold.

Source: Du Page County Assessor’s Office

## B. VACANT BLIGHTED AREA FACTORS

A portion of the eastern parcels included in the RPA is found to qualify as a “Vacant Blighted Area” using the chronic flooding factor as defined in the Act. This portion of the RPA includes fourteen (14) vacant tax parcels and approximately fifteen (15) acres. The parcels qualify under "stand alone" factors included in the TIF Act.

The following factor is a single or "stand alone" factor as described in the Act.

### Qualification Factor: Chronic Flooding

The fourteen parcels on the eastern side of the RPA are subject to flooding and are contained in the FEMA Flood Plain Map dated December 16, 2004. The parcels are designated on the map as being included in the floodway or in the Zone AE floodplain. As such any future development on these parcels would be subject to additional County and City regulations. A letter from the City Engineer attached hereto as Exhibit 3 more fully describes the condition.

## **VI. SUMMARY OF FINDINGS AND OVERALL ASSESSMENT OF QUALIFICATION**

The following is a summary of relevant qualification findings as it relates to the potential designation of the RPA by the City as a TIF District:

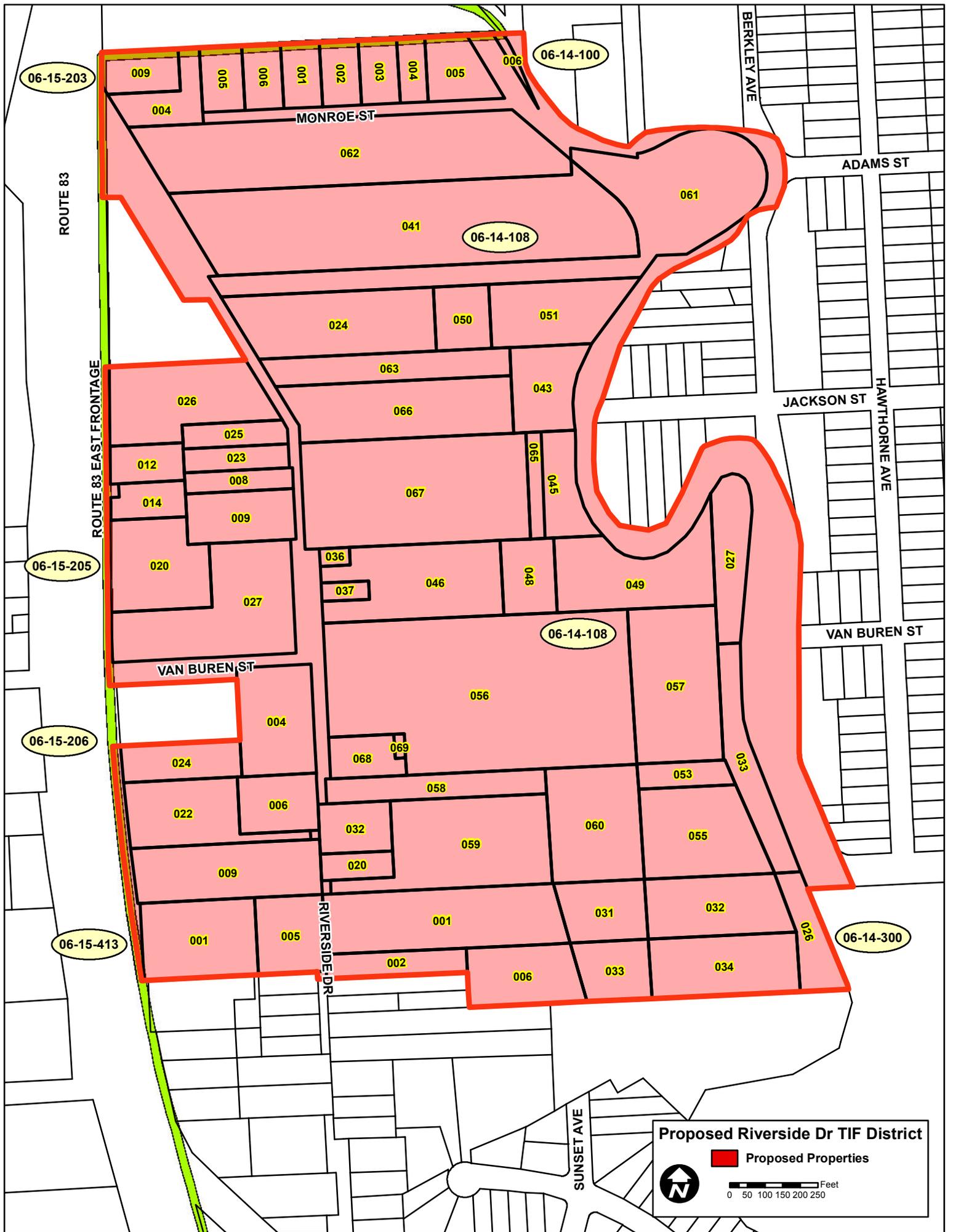
1. The RPA is contiguous and is greater than 1½ acres in size.
2. The RPA qualifies as a Conservation Area. A more detailed analysis of the qualification findings is outlined in Section V of this report.
3. All property in the RPA would substantially benefit by the proposed redevelopment project improvements.
4. The sound growth of taxing districts applicable to the RPA, including the City, has been impaired by the factors found present in the RPA.
5. The RPA would not be subject to redevelopment without the investment of public funds, including property tax increments.

These findings, in the judgment of KMA, provide the City with sufficient justification to consider designation of the RPA as a TIF District.

The RPA has not benefited from coordinated planning efforts by either the public or private sectors. There is a need to focus redevelopment efforts relating to the improvement of infrastructure and property maintenance as well as the coordination of redevelopment efforts for modern uses. These efforts will be important to the RPA's continued improvement and preservation of tax base.

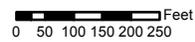
**EXHIBIT 1**

**PROPOSED TIF BOUNDARY MAP**



**Proposed Riverside Dr TIF District**

■ Proposed Properties

0 50 100 150 200 250 Feet

**EXHIBIT 2**  
**LEGAL DESCRIPTION**

## Elmhurst Riverside Drive TIF Legal Description

That part of Sections 14 and 15 of Township 39 North, Range 11, East of the Third Principal Meridian described as commencing at the intersection of the Easterly right-of-way line of Illinois Route 83 and the North line of Lot 36 in Park Farms, recorded as Document 97528 on July 3, 1909, for a place of beginning, thence Easterly along said North Lot line and the North line of Shellene's Assessment Plat, recorded as Document R64-37372 on October 5, 1964, to the Northeast corner of said Lot 36, thence Southeasterly along Lots 36 & 35 of said Park Farms to the North line of Lot 2 of Kieft's Assessment Plat, recorded as Document R69-8258 on February 22, 1969, thence Easterly, thence generally Southwesterly along said Lot 2 to the East line of Lot 33 in said Park Farms, thence generally Southerly along the East lines of Lots 33, 32, 26, 25, 9 and 8 of said Park Farms to a point on a line parallel to, and 339 feet South of, the North line of said Lot 8, thence Westerly along said parallel line to a point 400 feet East of the centerline of Riverside Drive, said centerline being the West line of Lot 7 in said Park Farms, thence Northerly 100 feet, thence Westerly 400 feet to a point on said West line of Lot 7 100 feet Northerly of the Southwest corner of said Lot 7, thence Northerly along said West line to the South line of N. Shaack's Survey, recorded as Document 596226 on June 22, 1950, thence Westerly along said South line extended to the Easterly right-of-way line of Illinois Route 83, thence generally Northerly along said Easterly right-of-way line to the South line of Lot 1 of Oakbrook Mechanical Resubdivision, recorded as Document R2000-007269 on January 13, 2000, thence Easterly, thence Northerly along said Lot 1 to the Southerly right-of-way line of Van Buren Street, thence Westerly along said Southerly right-of-way line to the Easterly right-of-way line of Illinois Route 83, thence generally Northerly along said Easterly right-of-way line to the South line of Elmhurst Animal Care Center Resubdivision, recorded as Document R2003-417180 on October 29, 2003, thence Easterly along said South line to the Westerly right-of-way line of Riverside Drive, thence generally Northwesterly along the Easterly line of said Elmhurst Animal Care Center Resubdivision to the Easterly right-of-way line of Illinois Route 83, thence generally Northerly to the point of beginning, including all adjacent and contiguous Public Alleys and Rights-of-way, all in DuPage County, Illinois.

*Revised 03/14/12*

**EXHIBIT 3**

**ENGINEER'S REPORT – CHRONIC FLOODING**



December 21, 2011

TO: Charles J. Biondo  
Kane, McKenna and Associates

FROM: Cori Tiberi, PE 

RE: Proposed Riverside Drive TIF District Floodplain Review

The following information summarizes the limits of the flood plain and the areas subject to roadway flooding in the vicinity of the proposed TIF District on Riverside Drive. This review was performed at the request of the City's consultant as part of the compilation of information to be used in the evaluation of the creation of a TIF District on Riverside Drive.

FEMA Flood Plain Map, Panel 0605H and 0606H, dated December 16, 2004, identifies a large area of floodplain in this area. This map indicates a Zone AE floodplain, which means that a base flood elevation has not been determined. An engineering study would need to be completed to determine the base flood elevation.

DuPage County Regulatory Flood Plain Map, Section 06-10 and 06-14, dated July 1, 2004 identifies the current regulatory flood plain. This map is used by DuPage County for permitting. The City of Elmhurst is a partial waiver community in DuPage County, which requires development in any special management area (flood plain) to be reviewed/permited by DuPage County. The engineering required for a County tabular submittal is extensive. All fill in the flood plain requires compensatory storage at a ratio of 1.5 to 1.

The intersection of Riverside Drive and Van Buren becomes inundated in severe storm events. This is problematic as public works vehicles have to use the residential roadway to the south for ingress/egress from the public works maintenance facility. The storm sewer system at this intersection connects to a ditch section which is in need of maintenance.

All work in the regulatory floodplain will require detailed engineering analysis, review and DuPage County approval. Stormwater detention, compensatory storage and best-management-practices (BMPs) will be required for all development within this proposed TIF district.



# CITY OF ELMHURST

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CITY CLERK  
DAVID DYER  
CITY TREASURER  
JAMES A. GRABOWSKI  
CITY MANAGER

March 12, 2012

TO: Mayor DiCianni and Members of the City Council

RE: **New Public Sidewalks Policy - Amended**

On Monday, March 12, 2012 the Public Works and Buildings Committee met to review possible amendments to the current policy. The revised policy reflects the discussions that occurred and the consensus that was arrived at on each. The policy also retains the authority of the Committee and City Council to approve each sidewalk request on a case-by-case basis.

The Public Works and Buildings Committee worked with City Staff and interested residents to again refine the policy for the installation of sidewalks where none currently exist. The Committee felt that it was very important to keep harmony in neighborhoods where sidewalks are installed. To ensure a final outcome that not only results in a quality construction project but also a quality neighborhood project, the Committee felt it was important to make the percentages required to pass a sidewalk improvement higher than the current >50% thereby resulting in a larger amount of support on the block requesting a sidewalk. Recent experience has indicated that the more even the number of people that want sidewalks and the people that do not want sidewalks, the greater the potential for a more negatively emotional project.

Year	Block	% Approval	Result
2009	Gladys	53%	Reduced neighborhood harmony
2008	Belden	72%	Celebrated project; neighborhood harmony preserved
2007	Dorchester	69%	
2006	Babcock	72%	

The following changes are recommended for the policy to install sidewalks going forward.

1. The definition of a block shall be one side of a street
2. A "no response" will be counted as a "no" vote
3. The previous requirement that a block may not return to request sidewalks for a period of two years after failing to get the necessary support will be eliminated. A block could return with a petition in a following year if desired.
4. Sixty percent (60%) of the property owners on a block must sign the petition in the affirmative in order for City Staff to move forward with pre-engineering, tree marking, initial cost estimates, and an open house to review the project for the property owners.

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3-15-12

TO: Mayor DiCianni and Members of the City Council

RE: **New Public Sidewalks Policy – Amended**

Page 2

5. Sixty percent (60%) of the property owners on the block must vote “yes” on the City survey to create the SSA to complete the installation of the sidewalk.
6. The 50/50 cost share between the City and the property owners for installation of new sidewalks on full blocks where none currently exist remains intact. A Special Service Area (SSA) will be established to support financing for these projects. Through this financing method, the City will be reimbursed for 50% of the project cost by the residents via the County collecting the appropriate property tax over several years based upon the assessed value of each affected lot.
7. The provision for a blocking petition still exists and would require greater than 50% of the property owners and registered voters to dissolve the creation of the SSA.
8. If for whatever reason there is no activity relative to a sidewalk project for a period of three (3) years, the petition must be redone.

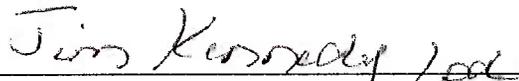
The following projects are considered “grandfathered in” under the old policy:

- Howard Avenue, Lake Street Frontage Road to Armitage Avenue, east side.
- Comstock Avenue, Garden Avenue to West Avenue, north side.
- Crockett Avenue, Garden Avenue to West Avenue, south side.

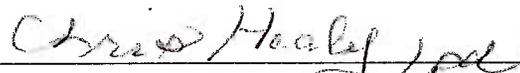
The Public Works and Buildings Committee recommends that the adoption of the attached amended policy for the installation of new public sidewalks in areas where none currently exist, be approved.

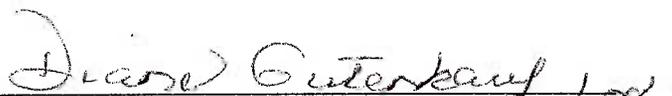
Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE

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

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

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

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



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### New Sidewalk Installation Policy

- I.) The City Council has approved a 50/50 cost share between the City and the property owners for installation of new sidewalks on full blocks where none currently exist. A "block" is defined as one side of a street. Unusual block configurations will require staff review and approval.
- II.) In areas where it has been determined by the procedure below that sidewalks will be constructed, a Special Service Area (SSA) will be established to support financing for the project. The City will advance 100% of the project cost. The City will over an appropriate period of time be reimbursed for 50% of the project cost by the residents through an SSA via the County collecting the appropriate property tax over that time period based upon assessed value of each lot affected. The Public Works and Buildings Committee and Elmhurst City Council will select and approve the appropriate period of time but in no case shall that period of time be greater than ten years. Additionally, the City would be reimbursed for any interest that the City would forego by providing the "up-front" payment for the project.

#### Procedure:

- a) Interested parties must circulate a petition to collect signatures of property owners willing to participate in the 50/50 cost share program to install new sidewalks. The petition must be on a form provided by the City. Sixty (60) percent or greater of the property owners of the "block" must sign the petition for the City to consider a sidewalk project. Each property gets one vote.
- b) City staff will verify petition signatures are those of property owners. Provided the sixty (60) percent threshold has been met, the City will hold an informational open house for the affected properties to discuss details of the proposed project. Preliminary sketches/plans for the proposed sidewalk will be completed to determine the impact to individual properties. Sidewalks will be designed one (1) foot off the property line to allow for a standard parkway configuration. Colored ribbons will be tied on affected trees and/or shrubs to indicate potential landscaping impacts to the neighborhood. The preliminary plans will be on display at the open house. General cost estimates and an explanation of the SSA method of financing will be provided at the informational meeting.

- c) Following the informational open house, City staff will send an official City survey via U.S. Mail to the affected property owners. The survey package will include information from the open house and give property owners 4 weeks to respond. Surveys must be returned or post marked by the specified due date.
- d) City staff will collect survey results and compile information for the Public Works and Buildings Committee. A “no response” will be counted as a “no” vote. If the returned surveys show sixty (60) percent or greater of the property owners of the “block” support the new sidewalks, the Public Works and Building Committee, after reviewing all factors, may make a recommendation for construction of the sidewalks to the Council. If there are less than sixty (60) percent of the returned surveys in favor of the sidewalk, the issue will be considered closed for a period of one year.
- e) If the Council approves the Committee’s recommendation, staff will be directed to create an SSA according to the Special Service Area Tax Law (35 ILCS 200/27-5 et.seq).
- f) Affected property owners will be informed of the SSA via a public hearing. Information regarding the process established by the State Statute for approval of or objecting to the SSA formation will be provided to the affected property owners.
- g) If greater than 50% of the property owners and registered voters submit petitions against the formation of the SSA, the project will be terminated and the issue will be considered closed for one year. If objecting petitions are received from less than 50%, the SSA will be created and City staff will engineer the sidewalks and complete plans and specifications for bidding. Sidewalks may be constructed during the next construction season.
- h) If for whatever reason there is no activity relative to a sidewalk project for a period of three (3) years, the petition must be redone.



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The Public Works and Buildings Committee worked with City Staff and interested residents to again refine the policy for the installation of sidewalks where none currently exist. The Committee felt that it was very important to keep harmony in neighborhoods where sidewalks are installed. To ensure a final outcome that not only results in a quality construction project but also a quality neighborhood project, the Committee felt it was important to make the percentages required to pass a sidewalk improvement higher than the current >50% thereby resulting in a larger amount of support on the block requesting a sidewalk. Recent experience has indicated that the more even the number of people that want sidewalks and the people that do not want sidewalks, the greater the potential for a more negatively emotional project.

Year	Block	% Approval	Result
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The following changes are recommended for the policy to install sidewalks going forward.

1. The definition of a block shall be one side of a street
2. A "no response" will not be counted when calculating the survey response rate.
3. The previous requirement that a block may not return to request sidewalks for a period of two years after failing to get the necessary support will be eliminated. A block could return with a petition in a following year if desired.
4. Sixty percent (60%) of the property owners on a block must sign the petition in the

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affirmative in order for City Staff to move forward with pre-engineering, tree marking, initial cost estimates, and an open house to review the project for the property owners.

5. Sixty percent (60%) of the **survey respondents** on the block must vote “yes” on the City survey to create the SSA to complete the installation of the sidewalk.
6. The 50/50 cost share between the City and the property owners for installation of new sidewalks on full blocks where none currently exist remains intact. A Special Service Area (SSA) will be established to support financing for these projects. Through this financing method, the City will be reimbursed for 50% of the project cost by the residents via the County collecting the appropriate property tax over several years based upon the assessed value of each affected lot.
7. The provision for a blocking petition still exists and would require greater than 50% of the property owners and registered voters to dissolve the creation of the SSA.
8. If for whatever reason there is no activity relative to a sidewalk project for a period of three (3) years, the petition must be redone.

The only difference between this Minority Report and the Majority report is the non-responses to the city survey will not be used to be more consistent with general public voting principals and to not create unreasonably high qualification criteria. To highlight how the outcome of block voting would be dramatically different under these two methods, the following table is presented.

Year	Block	% Approval w/o counting non-responses	Outcome w/o non-responses as NO	% Approval w/ counting non-responses	Outcome w/ non-responses as NO
2009	Gladys	53%	Not installed	50%	Not installed
2009	Willow	71%	Celebrated project;	50%	Only Babcock
2008	Belden	72%	neighborhood	35%	installed;
2007	Dorchester	69%	harmony	53%	other 3
2006	Babcock	72%	preserved	63%	streets would not qualify

The following projects are considered “grandfathered in” under the old policy:

- Howard Avenue, Lake Street Frontage Road to Armitage Avenue, east side.
- Comstock Avenue, Garden Avenue to West Avenue, north side.
- Crockett Avenue, Garden Avenue to West Avenue, south side.

TO: Mayor DiCianni and Members of the City Council

RE: **New Public Sidewalks Policy – Amended**

Page 3

The Public Works and Buildings Committee Minority Report recommends that the adoption of the attached amended policy for the installation of new public sidewalks in areas where none currently exist, be approved.

Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE

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Jim Kennedy, Chairman

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*Bob Dunn*

Bob Dunn, Vice Chairman

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Chris Healy

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Diane Gutenkauf

NEW PUBLIC SIDEWALK PROJECTS (2004 TO PRESENT)

	Resident Petition			Based on Current Policy							2nd City Survey					City Action	
	# of Signatures	# of Properties	% Signed in Support	Rule: Need 3/5=50% Signatures	Votes For	% of Respond-ants For	Votes Against	% of Respond-ants Against	No Response	% No Response	Votes For	% of Respond-ants For	Votes Against	% of Respond-ants Against	No Response		% No Response
<b>2004</b>	<b>Gladys</b>																
	Garden to West Both Sides	30	55	54.5%	15	34.1%	29	65.9% 100%	11	20.0%							Closed 2004
<b>2005</b>	<b>Emroy</b>																
	Gladys to Crestview Both Sides	10	12	83.3%	4	44.4%	5	55.6% 100%	3	25.0%	2	22.2%	7	77.8% 100%	3	25.0%	Closed 2005
	<b>Howard</b>																
	Lake to Armitage East Side	15	20	75.0%	9	60.0%	6	40.0% 100%	5	25.0%	8	47.1%	9	52.9% 100%	3	15.0%	Closed 2005
	<b>Comstock</b>																
	Garden to West Both Sides	32	56	57.1%	16	41.0%	23	59.0% 100%	17	30.4%							Closed 2005
<b>2006</b>	<b>Crockett</b>																
	Garden to West Both Sides	34	58	58.6%	17	41.5%	24	58.5% 100%	17	29.3%							Closed 2006
	<b>Babcock</b>																
	Garden to West Both Sides	32	60	53.3%	38	71.7%	15	28.3% 100%	7	11.7%							Constructed 2006
<b>2007</b>	<b>Dorchester</b>																
	Riverside to Butterfield North Side	15	17	88.2%	9	69.2%	4	30.8% 100%	4	23.5%							Constructed 2007
<b>2008</b>	<b>Belden</b>																
	Garden to West Both Sides	34	60	56.7%	21	72.4%	8	27.6% 100%	31	51.7%							Constructed 2008
<b>2009</b>	<b>Willow</b>																
	Gladys to Crestview West Side	5	10	50.0%	5	71.4%	2	28.6% 100%	3	30.0%							Constructed 2009
	<b>Gladys</b>																
	Garden to West North Side	18	30	60.0%	15	53.6%	13	46.4% 100%	2	6.7%							Constructed 2010
	<b>Howard</b>																
	Lake to Armitage East Side	11	20	55.0%													On hold
	<b>Comstock</b>																
	Garden to West North Side	15	27	55.6%													On hold
	<b>Crockett</b>																
	Garden to West South Side	16	31	51.6%													On hold
	<b>TOTALS</b>	<b>267</b>	<b>456</b>	<b>58.6%</b>	<b>149</b>	<b>53.6%</b>	<b>129</b>	<b>46.4%</b>	<b>100</b>	<b>26.5%</b>	<b>10</b>	<b>38.5%</b>	<b>16</b>	<b>61.5%</b>	<b>6</b>	<b>23.1%</b>	

NEW PUBLIC SIDEWALK PROJECTS (2004 TO PRESENT)

	Resident Petition			Based on Majority Plan						2nd City Survey						Result with Majority Plan	
	# of Signatures	# of Properties	% Signed in Support	Votes For	% of Respondents For	Votes Against	% of Respondents Against	No Response	% No Response	Votes For	% of Respondents For	Votes Against	% of Respondents Against	No Response	% No Response		
2004	Gladys																
	Garden to West Both Sides	30	55	54.5%	15	27.3%	29	52.7%	11	20.0%						Closed after Petition	
2005	Emroy																
	Gladys to Crestview Both Sides	10	12	83.3%	4	33.3%	5	41.7%	3	25.0%	2	16.7%	7	58.3%	3	25.0%	Closed after Survey
	Howard																
	Lake to Armitage East Side	15	20	75.0%	9	45.0%	6	30.0%	5	25.0%	8	40.0%	9	45.0%	3	15.0%	Closed after Survey
	Comstock																
	Garden to West Both Sides	32	56	57.1%	16	28.6%	23	41.1%	17	30.4%						Closed after Petition	
2006	Crockett																
	Garden to West Both Sides	34	58	58.6%	17	29.3%	24	41.4%	17	29.3%						Closed after Petition	
	Babcock																
	Garden to West Both Sides	32	60	53.3%	38	63.3%	15	25.0%	7	11.7%						Closed after Petition	
2007	Dorchester																
	Riverside to Butterfield North Side	15	17	88.2%	9	52.9%	4	23.5%	4	23.5%						Closed after Survey	
2008	Belden																
	Garden to West Both Sides	34	60	56.7%	21	35.0%	8	13.3%	31	51.7%						Closed after Petition	
2009	Willow																
	Gladys to Crestview West Side	5	10	50.0%	5	50.0%	2	20.0%	3	30.0%						Closed after Petition	
	Gladys																
	Garden to West North Side	18	30	60.0%	15	50.0%	13	43.3%	2	6.7%						Closed after Survey	
	Howard																
	Lake to Armitage East Side	11	20	55.0%												Grandfathered under old policy	
	Comstock																
	Garden to West North Side	15	27	55.6%												Grandfathered under old policy	
	Crockett																
	Garden to West South Side	16	31	51.6%												Grandfathered under old policy	

NEW PUBLIC SIDEWALK PROJECTS (2004 TO PRESENT)

	Resident Petition			Based on Minority Plan						2nd City Survey					Result with Minority Plan		
	# of Signatures	# of Properties	% Signed in Support	Rule: Need at least 60% Signatures	1st City Survey	Rule: Need at least 60% of Respondants, a Non-Response does not count.											
				Votes For	% of Respondants For	Votes Against	% of Respondants Against	No Response	% No Response	Votes For	% of Respondants For	Votes Against	% of Respondants Against	No Response	% No Response		
2004	Gladys																
	Garden to West Both Sides	30	55	54.5%	15	34.1%	29	65.9%	11	20.0%						Closed after Petition	
2005	Emroy																
	Gladys to Crestview Both Sides	10	12	83.3%	4	44.4%	5	55.6%	3	25.0%	2	16.7%	7	58.3%	3	25.0%	Closed after Survey 100.0%
	Howard																
	Lake to Armitage East Side	15	20	75.0%	9	60.0%	6	40.0%	5	25.0%	8	40.0%	9	45.0%	3	15.0%	Closed after 2nd Survey 100.0%
	Comstock																
	Garden to West Both Sides	32	56	57.1%	16	41.0%	23	59.0%	17	30.4%						Closed after Petition 130.4%	
2006	Crockett																
	Garden to West Both Sides	34	58	58.6%	17	41.5%	24	58.5%	17	29.3%						Closed after Petition 129.3%	
	Babcock																
	Garden to West Both Sides	32	60	53.3%	38	71.7%	15	28.3%	7	11.7%						Constructed 111.7%	
2007	Dorchester																
	Riverside to Butterfield North Side	15	17	88.2%	9	69.2%	4	30.8%	4	23.5%						Constructed 123.5%	
2008	Belden																
	Garden to West Both Sides	34	60	56.7%	21	72.4%	8	27.6%	31	51.7%						Constructed 151.7%	
2009	Willow																
	Gladys to Crestview West Side	5	10	50.0%	5	71.4%	2	28.6%	3	30.0%						Constructed 130.0%	
	Gladys																
	Garden to West North Side	18	30	60.0%	15	53.6%	13	46.4%	2	6.7%						Closed after Survey 106.7%	
	Howard																
	Lake to Armitage East Side	11	20	55.0%												Grandfathered under old policy	
	Comstock																
	Garden to West North Side	15	27	55.6%												Grandfathered under old policy	
	Crockett																
	Garden to West South Side	16	31	51.6%												Grandfathered under old policy	



# CITY OF ELMHURST

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

March 19, 2012

To: Mayor DiCianni and Members of the City Council

Re: Private Use of Sidewalks

Elmhurst Municipal Code Chapter 5.27 (b) (3) sets the term of sidewalk cafe permits for a fixed term not to exceed the eight-month period of April 1 through November 30. In order to provide flexibility in the future, staff requests the term of permit for sidewalk cafés be extended/restricted at the discretion of the City Manager. It is therefore respectfully requested that Chapter 5.27 be referred to the Public Affairs and Safety Committee for review and recommendation back to the City Council.

Respectfully submitted,

James A. Grabowski  
City Manager

Copies To All  
Elected Officials