



**AGENDA  
REGULAR MEETING  
MONDAY, APRIL 2, 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 6:30 p.m. – Review of Closed Session Minutes, Collective Bargaining, and Acquisition/Disposition of Real Property (Conf. Room #2)**
  - 2. Call to Order /Roll Call**
  - 3. Pledge of Allegiance – Visitation School, Boy Scout Troop #14**
  - 4. Proclamation – World Autism Awareness Day/Autism Awareness Month**
  - 5. Receipt of Written Communications and Petitions from the Public**
  - 6. Public Forum**
  - 7. Announcements**
  - 8. Consent Agenda**
    - a. Minutes of the Regular Meeting Held on Monday, March 19, 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. Minutes of the Executive Session Held on Monday, March 19, 2012 (City Clerk Spencer): Receive and place on file
    - d. Accounts Payable – March 31, 2012, Total \$ 817,819.95
    - e. Appointment to the Commission on Youth – Lagesse (Mayor DiCianni): Concur with the Mayor’s recommendation
    - f. Report – Supplemental Highway Authority Agreement – 260 N. York (PW&B)
    - g. Report – Fuel Contract Purchase Order (PW&B)
    - h. Report – Rejection of Bids, Elmhurst Municipal Building Flat Roof Replacement (PW&B)
    - i. Report – Route 83 & 3<sup>rd</sup> Street Lift Station Replacement Project - Engineering Proposal (PW&B)
    - j. Report – Annie Ryan Fun Run 2012 – Temporary Use and Event Permit (PA&S)
    - k. Report – Stop Sign Request – First and Oak Streets (PA&S)
    - l. Report – Private Use of Sidewalks (PA&S)
    - m. O-18-2012 – An Ordinance Approving and Authorizing the Execution of Amendment No. 3 to the Professional Design Engineering Services Agreement for the Anaerobic Digester at the Wastewater Treatment Plant by and Between Baxter & Woodman, Inc. and the City of Elmhurst, Illinois
    - n. MCO-08-2012 – An Ordinance Amending Section 36.11 Entitled, “Limitation on Number of Licenses,” of Chapter Thirty-Six Entitled, “Liquor,” of the Municipal Code of Ordinances of the City of Elmhurst
    - o. R-12-2012 – A Resolution Approving and Authorizing the Execution of an Agreement By and Between the City of Elmhurst and Kane, McKenna and Associates, Inc. Regarding Phase 2 Study of Potential Tax Increment Financing Districts
    - p. R-13-2012 – A Resolution Authorizing the Purchase of One 4 Ton Trailer Mounted Asphalt Hot Box Patcher for the City for Elmhurst’s Public Works Department, Streets Division

- q. R-14-2012 – A Resolution Approving and Adopting a Fund Balance Policy for the City of Elmhurst
- r. R-15-2012 – A Resolution Adopting the New Sidewalk Installation Policy
- s. R-16-2012 – A Resolution Authorizing the Issuance of a Notice of Award for the Wastewater Treatment Plant Paving Project for the City of Elmhurst, Illinois
- t. R-17-2012 – A Resolution Approving a Letter Agreement Between the City of Elmhurst and Addison Corridor Development I, LLC

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

- a. Updates (Mayor DiCianni)

**10. Other Business**

**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.**

**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 19, 2012  
209 NORTH YORK STREET  
ELMHURST, ILLINOIS**

<u>SUBJECT</u>	<u>PAGE</u>
Executive Session 6:15 p.m. – Collective Bargaining & Acquisition of Real Property -----	1
Call to Order /Pledge of Allegiance/Roll Call -----	1
Public Hearing – Tentative Annual 2012/2013 Budget for the City of Elmhurst, Illinois-----	1
Receipt of Written Communications and Petitions from the Public -----	2
Public Forum-----	2
Announcements-----	3
Consent Agenda	
Minutes of the Regular Meeting Held on Monday, March 5, 2012-----	4
Minutes of the Executive Session Held on Monday, March 5, 2012 -----	4
Accounts Payable – March 19, 2012, Total \$ 6,164,514.28 -----	4
Bid Results, Flat Roof Replacement-----	4
2012 Annie Ryan Fun-----	4
Report – Salt Purchase Amount for the 2012-13 Winter Season -----	4
Report – Wastewater Treatment Plant Sludge Storage Pad Roof – Planning and Design-----	5
Report – Allied Waste Annual Contract Rate Adjustment -----	6
Report – Waste Water Treatment Plant Paving Project-----	7
Report – Liquor License Request: York Market d/b/a Edelweiss Market-----	8
Report – Fund Balance Reporting and Definitions Policy-----	9
O-12-2012 – An Ordinance Authorizing the Sale By Auction of Personal Property Owned By the City of Elmhurst -----	10
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-----	10
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 -----	10
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-----	10
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-----	11
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-----	11
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-----	11
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. -----	11
Committee Reports	
Report – Kane, McKenna and Associates, Inc. Phase II TIF Services-----	11
Report – New Public Sidewalks Policy – Amended	
Majority Report-----	13
Minority Report -----	14
Reports and Recommendations of Appointed and Elected Officials	
Updates -----	16
Other Business	
Private Use of Sidewalks -----	17
Adjournment-----	17

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF ELMHURST, ILLINOIS  
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ELMHURST, ILLINOIS**

**EXECUTIVE SESSION 6:15 P.M. – COLLECTIVE BARGAINING & ACQUISITION OF REAL PROPERTY**

1. Executive session was called to order at 6:18 p.m. by Mayor DiCianni for the purpose of discussing the Collective Bargaining & Acquisition of Real Property.

Present: Paula Pezza, Diane Gutenkauf, Norman Leader, Michael J. Bram, Kevin L. York, Chris Healy, Scott Levin, Steve Morley, Patrick Wagner

Absent: Bob Dunn (Dunn arrived at 6:34 p.m.), Dannee Polomsky, Stephen Hipkind, Jim Kennedy, Mark A. Mulliner (Mulliner arrived at 6:21 p.m.)

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

Alderman Morley moved to convene into executive session for the purpose of discussing Collective Bargaining & Acquisition of Real Property. Alderman York seconded.

Ayes: Morley, York, Healy, Levin, Wagner, Pezza, Gutenkauf, Leader, Bram

Nays: None

9 ayes, 0 nays, 5 absent

Motion duly carried

Alderman Healy moved to adjourn executive session. Alderman Morley seconded. Voice vote. Motion carried. Executive session adjourned at 7:15 p.m.

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

Attendance: 18

2. The Regular Meeting of the Elmhurst City Council was called to order by Mayor DiCianni at 7:31 p.m.

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

Absent: Dannee Polomsky

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, Interim Police Chief Panico

**PUBLIC HEARING – TENTATIVE ANNUAL 2012/2013 BUDGET FOR THE CITY OF ELMHURST, ILLINOIS**

3. Mayor DiCianni opened the public hearing at 7:33 p.m.

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

Absent: Dannee Polomsky

Mayor DiCianni stated the purpose of this Public Hearing is to take public comment concerning the City's proposed 2012/13 budget. He asked the City Clerk to read any written comments.

Clerk Spencer stated there were no written comments received.

Mayor DiCianni asked for anyone interested in speaking concerning the tentative Annual

2012/2013 Budget to please address the Council. The following persons spoke:

Jim Court  
153 N. Hampshire  
Elmhurst, IL 60126

Thanked the City Police and Fire Departments for their good service to the residents. He spoke about Public Works staffing, stating there is a perception that there are more supervisory positions versus workers.

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

Spoke regarding the budget stating year after year more money is always requested and it seems money is spent on foolish things.

Liz Widenmeir  
908 Saylor Ave.  
Elmhurst, IL 60126

Spoke regarding the cost of a permanent Assistant City Manager position and suggested a search for an Assistant City Manager should be conducted.

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

Spoke regarding the permanent Assistant City Manager position stating the position is being designed for a particular person. She spoke of the position's salary range. She asked what is the plan for the consultants and what will happen to the consultants if a permanent full-time Assistant City Manager is in place.

Alderman Hipskind moved to adjourn the public hearing. Alderman York seconded. Voice vote. Motion carried. The public hearing adjourned at 7:45 p.m.

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

4. Mr. Michael Krummy, 570 W. Crockett Ave., submitted a letter outlining reasons why the petition for sidewalks from Crockett Avenue should not be grandfathered in to the old policy.

**PUBLIC FORUM**

5. Mario Marino  
105 S. York St.  
Elmhurst, IL 60126

Spoke regarding the early opening of the outdoor cafés.

Jim Belden  
719 Berkley  
Elmhurst, IL 60126

Stated the pros and cons of the question on the March 20<sup>th</sup> ballot regarding Electric Aggregation.

Margie Fitzharris  
Fitz's Pub  
172 Addison Ave.  
Elmhurst, IL 60126

Spoke regarding early opening of outdoor cafés.

Brendan Fitzharris  
Fitz's Spare Keys  
119 N. York St.  
Elmhurst, IL 60126

Spoke regarding early opening of outdoor cafés.

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

Spoke against raising the senior taxi cab rates. He also stated the County Board candidates are in favor of lowering real estate taxes and spending cuts. He asked, why not Elmhurst.

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

Spoke regarding the referendum on the ballot for the March 20<sup>th</sup> Primary election and spoke regarding the hiring of a permanent Assistant City Manager.

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

Spoke regarding the sidewalk policy stating Crockett shouldn't be grandfathered into the old policy because sidewalks should be on both sides of the street.

### **ANNOUNCEMENTS**

6. City Clerk Spencer stated tomorrow, Tuesday, March 20, 2012 is Election Day for the General Primary. Polls are open from 6:00 a.m.-7:00 p.m. For information on your polling place please contact the DuPage Election Commission at (630)407-5600 or visit their website: [www.dupageelections.com](http://www.dupageelections.com).

City Clerk Spencer announced the Elmhurst American Legion Post 187 is in need of donations for the USO. They are requesting socks, gum, hard candy, razors, shaving cream, deodorant, and any non-perishable items. Donations are accepted between the hours of 10:00 a.m.-10:00 p.m. Monday-Friday, and 11:00 a.m. – 6:00 p.m. on Saturdays, at 310 W. Butterfield Rd.

Alderman Gutenkauf announced she and Alderman Pezza will host a 1<sup>st</sup> Ward Town Hall Meeting on March 29, 2012 at 7:00 p.m. in the large meeting room at the Elmhurst Public Library.

Interim Police Chief Panico announced the Elmhurst Police Department assisted the Melrose Park Police Department in capturing two (2) people who were stealing property. These two people, a male and female, have also been identified in the recent burglaries in Elmhurst. He stated justice has been served thanks to these municipalities working together. Interim Police Chief Panico thanked the Police Departments and asked residents to always be on the lookout for suspicious situations in their neighborhoods.

### **CONSENT AGENDA**

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

- 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

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,  
/s/ Patty Spencer  
City Clerk

- e. 2012 ANNIE RYAN FUN RUN (City Manager Grabowski): Refer to the Public Affairs & Safety Committee

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,  
/s/ James A. Grabowski  
City Manager

- f. REPORT – SALT PURCHASE AMOUNT FOR THE 2012-13 WINTER SEASON The following report of the Public Works & Buildings Committee was presented for passage:

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%).

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

- g. REPORT – WASTEWATER TREATMENT PLANT SLUDGE STORAGE PAD ROOF – PLANNING AND DESIGN The following report of the Public Works & Buildings Committee was presented for passage:

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.

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

- h. REPORT – ALLIED WASTE ANNUAL CONTRACT RATE ADJUSTMENT The following report of the Public Works & Buildings Committee was presented for passage:

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

- i. REPORT – WASTE WATER TREATMENT PLANT PAVING PROJECT The following report of the Public Works & Buildings Committee was presented for passage:

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

- j. REPORT – LIQUOR LICENSE REQUEST: YORK MARKET D/B/A EDELWEISS MARKET The following report of the Public Affairs & Safety Committee was presented for passage:

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.

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

- k. REPORT – FUND BALANCE REPORTING AND DEFINITIONS POLICY The following report of the Finance, Council Affairs & Administrative Services Committee was presented for passage:

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).
- 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.)

Committed fund balance represents a limitation that the City Council imposes upon itself. The decision making authority for commitment of fund balance is the City Council and the formal action is a resolution or ordinance. To allow the committed fund balance to be used for other purposes, the City Council would need to remove the commitment using the action taken to commit the funds (resolution or ordinance). The primary difference between restricted and committed fund balance is the ability to redeploy the funds. The proposed policy would delegate the authority to assign fund balance to the Finance Director. Assigning fund balance is based on intent and does not limit the future use of amounts assigned. Also, the proposed policy would set the City's spending order of fund balance as using the most restricted funds available for expenditures first.

The proposed City of Elmhurst Fund Balance policy is attached. Also attached is the Fund Balance section of the Balance Sheet for Governmental Funds at April 30, 2011, illustrating the pre-GASB Statement No. 54 classifications and the post-GASB Statement No. 54 classifications. After review and discussion, the Finance Committee recommends adoption of the policy.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council direct the City Attorney to prepare a resolution to adopt the City of Elmhurst Fund Balance Policy.

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

I. O-12-2012 – AN ORDINANCE AUTHORIZING THE SALE BY AUCTION OF PERSONAL PROPERTY OWNED BY THE CITY OF ELMHURST

Ordinance O-12-2012 was presented for passage.

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

Ordinance O-13-2012 was presented for passage.

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

Ordinance O-14-2012 was presented for passage.

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

Ordinance O-15-2012 was presented for passage.

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

Ordinance ZO-01-2012 was presented for passage.

- 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

Ordinance ZO-02-2012 was presented for passage.

- 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

Resolution R-10-2012 was presented for passage.

- 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.

Resolution R-11-2012 was presented for passage.

Alderman Levin pulled item **7b. Minutes of the Executive Session Held on Monday, March 5, 2012** from the Consent Agenda. Alderman Kennedy pulled item **7j. Report – Liquor License Request: York Market d/b/a Edelweiss Market.**

Alderman York moved to approve the contents of the Consent Agenda less items **7b. Minutes of the Executive Session Held on Monday, March 5, 2012** and **7j. Report – Liquor License Request: York Market d/b/a Edelweiss Market.** Alderman Morley seconded. Roll call vote:

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

Nays: None

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

Alderman Levin moved to pull back item **7b. Minutes of the Executive Session Held on Monday, March 5, 2012** to the City Clerk to be reviewed in the next Executive Session because of a technical amendment. Alderman York seconded. Voice vote, motion carried.

Alderman Wagner moved to approve item **7j. Report – Liquor License Request: York Market d/b/a Edelweiss Market.** Alderman Pezza seconded.

Alderman Kennedy stated he pulled item **7j. Report – Liquor License Request: York Market d/b/a Edelweiss Market** to ask the Public Affairs & Safety Committee (PA&S) their point of view on half of the building being used to sell spirits and the other half of the building being used as a daycare facility.

Discussion ensued.

Alderman Wagner stated the second half of the building has not been rented/leased to anyone at this time.

Voice vote on item **7j. Report – Liquor License Request: York Market d/b/a Edelweiss Market.** Motion carried, unanimous.

#### COMMITTEE REPORTS

8. a. REPORT – KANE, MCKENNA AND ASSOCIATES, INC. PHASE II TIF SERVICES The following report of the Development, Planning & Zoning Committee was presented for passage:

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).

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

/s/ Steven Morley  
Chairman

/s/ Dannee Polomsky  
Vice-Chairman

/s/ Norman Leader

Alderman Morley moved to open discussion on item **8a. Report – Kane, McKenna and Associates, Inc. Phase II TIF Services**. Alderman Leader seconded.

Alderman Morley stated the report is asking for approval for funds to move to the next phase. Alderman Morley reviewed the Phase 1 report and the qualifying factors of the potential areas. He reported each area needed to meet at least 3 of 13 criteria to qualify for a TIF. He explained a map change to the North York TIF to include the Churchville Middle School and Conrad Fischer Elementary School. Alderman Morley clarified that the Riverside TIF area only includes schools in Salt Creek School District 48. He explained the timeline if Phase II is approved.

Questions focused on the school districts and their funds in regards to TIFS.

Voice vote to approve item **8a. Report – Kane, McKenna and Associates, Inc. Phase II TIF Services.**

Motion carried, unanimous.

b. REPORT – NEW PUBLIC SIDEWALKS POLICY – AMENDED The following reports of the Public Works & Buildings Committee were presented for passage:

1. MAJORITY REPORT

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

2. MINORITY REPORT

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.

9. The definition of a block shall be one side of a street
10. A “no response” will not be counted when calculating the survey response rate.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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; neighborhood harmony preserved	50%	Only Babcock installed; other 3 streets would not qualify
2008	Belden	72%		35%	
2007	Dorchester	69%		53%	
2006	Babcock	72%		63%	

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

Alderman Kennedy moved to open discussion on item **8b1. Majority Report – New Public Sidewalks Policy Amended**. Alderman Gutenkauf seconded.

Alderman Kennedy stated item **8b1. Majority Report – New Public Sidewalks Policy Amended** was brought back to the Public Works & Buildings Committee (PW&B) for further review. He stated the PW&B Committee decided to reduce the 67% requirement to 60%. The majority report maintained a key piece in the policy; failure to respond is counted as a “no” vote.

Alderman Kennedy stated item **8b1. Majority Report – New Public Sidewalks Policy Amended** will create a more harmonious result. He concluded everything else in the report stayed the same, the three (3) streets who previously submitted a request for sidewalks will remain grandfathered in the old policy.

Alderman Gutenkauf explained why 60% of the yes vote is fair.

Alderman Dunn moved to substitute item **8b1. Majority Report – New Public Sidewalks Policy Amended** with item **8b2. Minority Report – New Public Sidewalks Policy Amended**. Alderman Bram seconded.

Alderman Dunn stated his reason for recommending substitution of the majority report with the minority report. He stated the minority report is basically the same, the one difference is how a failure to respond is considered as a response.

Discussion ensued regarding the majority and minority reports.

Alderman Morley moved to call the question. Motion carried without objection to the Chair.

Roll call vote to substitute item **8b1. Majority Report – New Public Sidewalks Policy Amended** with item **8b2. Minority Report – New Public Sidewalks Policy Amended**:

Ayes: Dunn, Bram, Leader

Nays: York, Hipkind, Healy, Levin, Kennedy, Morley, Wagner, Mulliner, Pezza, Gutenkauf

Results: 3 ayes, 10 nays, 1 absent  
Motion failed

Roll call vote to approve item **8b1. Majority Report – New Public Sidewalks Policy Amended**:

Ayes: Kennedy, Gutenkauf, York, Hipkind, Healy, Levin, Morley, Wagner, Mulliner, Pezza

Nays: Leader, Dunn, Bram

Results: 10 ayes, 3 nays, 1 absent  
Motion carried

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

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

Mayor DiCianni stated last Friday the City announced that Mariano’s Grocery Store is coming to Elmhurst. He stated more details will follow.

Alderman Bram stated the ordinance for outdoor cafés is in Chapter 5 of the Municipal Code, section 5.27 and read from the code 5.27(b)(3). He quoted from Chapter 3 Section 2 stating it is the City Manager and City staff’s job to enforce ordinances, not the City Council.

Alderman Bram asked Mayor DiCianni to give any additional information on Elmhurst Memorial Healthcare’s negotiations with Northwestern Hospital, the new Hospital’s request for property tax exemption status, and/or what is happening at the for Berteau campus.

Mayor DiCianni stated Elmhurst Hospital has signed a letter of intent and is in the due diligence phase of negotiations.

City Manager Grabowski stated the County Board has forwarded information to the Department of Revenue on the tax exempt request.

Alderman Pezza stated her concerns on the outdoor café situation, stating there was an unfair advantage for all involved. She stated any changes to the City's policies should be fair and equal to all businesses.

Alderman Wagner invited all interested businesses to attend the Public Affairs & Safety Committee (PA&S) meeting on Monday, March 26, 2012 at 7:00 p.m.

**OTHER BUSINESS**

10. a. PRIVATE USE OF SIDEWALKS (City Manager Grabowski): Refer to the Public Affairs & Safety Committee

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,  
/s/ James A. Grabowski  
City Manager

Alderman Wagner moved to approve item **10a. Private Use of Sidewalks**. Alderman Pezza seconded. Voice vote. Motion carried, unanimous. Item **10a. Private Use of Sidewalks** was referred without objection to the Public Affairs & Safety Committee.

**ADJOURNMENT**

11. Alderman Morley moved to adjourn the meeting. Alderman Hipskind seconded. Voice vote. Motion carried. Meeting adjourned 9:15 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

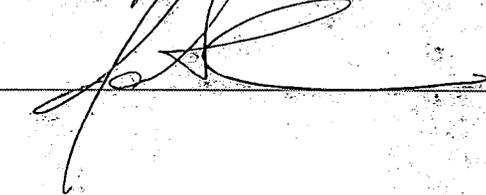
MARCH 31, 2012

	<u>REGULAR</u>	<u>INTERIM</u>	<u>TOTAL</u>
<u>CHECKS</u>			
GENERAL FUND	\$283,088.31	7,465.00	\$290,553.31
LIBRARY FUND	1,661.92	-	1,661.92
MOTOR FUEL TAX	28,213.40	-	28,213.40
REDEVELOPMENT	3,202.50	-	3,202.50
MUNICIPAL UTILITY FUND	486,468.39	-	486,468.39
PARKING REVENUE SYSTEM FUND	6,320.43	1,800.00	8,120.43
POLICE PENSION FUND	-	(400.00)	(400.00)
	<u>808,954.95</u>	<u>8,865.00</u>	<u>817,819.95</u>

FINANCE REVIEW

  
\_\_\_\_\_

CITY MANAGER REVIEW

  
\_\_\_\_\_

TO THE CITY TREASURER,

THE PAYMENT OF THE ABOVE LISTED AMOUNTS HAS BEEN APPROVED BY THE  
CITY COUNCIL AT A MEETING HELD ON APRIL 2, 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#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0018234 11610	00	A MOON JUMP FOR U 009093	01	03/31/2012	110-7060-451.60-39	SPECIAL EVENT DEPOSIT	292.50	
						VENDOR TOTAL *	292.50	
0000009 281699 281522 281354 281575	00	ACE HARDWARE 008827 008828 009227 008701	01	03/31/2012	110-2008-413.40-31 110-2008-413.40-31 110-2008-413.40-98 110-6044-435.40-98	FANS CHANNEL WIRE MOLD BATTERIES CONCRETE MIX	29.69 15.73 16.17 8.97	
						VENDOR TOTAL *	70.56	
0010266 1220800031	00	ACME TRUCK BRAKE & SUPPLY 009202	01	03/31/2012	110-6047-512.50-16	STOCK	41.16	
						VENDOR TOTAL *	41.16	
0002416 10516	00	ADDISON AUTO INTERIORS 008902	01	03/31/2012	110-6047-512.50-02	SEAT REPAIR/PD-45	150.00	
						VENDOR TOTAL *	150.00	
0007385 JHBJ3201 JHBJ3202	00	ADI 008829 008830	01	03/31/2012	110-2008-413.30-52 110-2008-413.30-52	SHIPPING FEES SHIPPING FEES	24.82 24.82	
						VENDOR TOTAL *	49.64	
0008328 66165435 66262968 66165434 66621733 66165433 66621734 67224772	00	ADT SECURITY SERVICES, INC 008921 008922 008923 008924 008925 008926 009094	01	03/31/2012	110-4021-425.40-41 110-4021-425.40-41 110-4021-425.40-41 110-4021-425.40-41 110-4021-425.30-98 110-4021-425.40-41 110-7060-451.30-98	RADIO INSTALLATION RADIO INSTALLATION PRO RATED SVC PRO RATED SVC PRO RATED SVC RADIO INSTALLATION SECURITY SVCS	340.00 340.00 13.76 60.40 13.49 5,780.00 165.69	
						VENDOR TOTAL *	6,713.34	
0019010 526434 526352 526123 526551 526407 526743 515357	00	AL PIEMONTE FORD SALES, INC 008897 008898 008899 009197 009200 009201 009231	01	03/31/2012	110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16	TRK/PARTS PW17 TRK/PARTS PW17 TRK/PARTS PD-15, PD-28 TRK/PARTS TRK#1 AUTO/PARTS E-7 AUTO/PARTS E-7 TRK/PARTS PD-17	40.82 54.38 506.15 143.70 251.93 319.74 286.03	
						VENDOR TOTAL *	1,602.75	
0000016 82840	00	ALEXANDER EQPT CO INC 008866	01	03/31/2012	110-6043-434.50-08	CABLING SUPPLIES	475.50	
						VENDOR TOTAL *	475.50	
0000078	00	ALLIED WASTE/REPUBLIC #551						

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
0000078	00	ALLIED WASTE/REPUBLIC #551						
0551-009211366	008738		01	03/31/2012	110-6045-441.30-65	WASTE DISPOSAL	1,115.86	
							VENDOR TOTAL *	1,115.86
0013770	00	ALPINE SAP, INC - CAROL STREAM						
5208	009146		01	03/31/2012	510-6050-501.30-52	RPZ TESTING	510.00	
5210	009147		01	03/31/2012	510-6050-501.30-52	RPZ TESTING	701.25	
5112	009148		01	03/31/2012	510-6050-501.30-52	RPZ TESTING	1,976.25	
5209	009149		01	03/31/2012	510-6050-501.30-52	RPZ TESTING	8,223.75	
							VENDOR TOTAL *	11,411.25
0010707	00	AMEN, CHARLES						
5892	008742		01	03/31/2012	110-0000-260.02-00	VEHICLE STICKER REFUND	18.00	
							VENDOR TOTAL *	18.00
0015243	00	AMERA-CHEM, INC						
51668	008934		01	03/31/2012	110-5030-421.40-33	BOOK/WALL CHART	104.40	
							VENDOR TOTAL *	104.40
0020274	00	ASSURANCE AGENCY, LTD						
112329	008663		01	03/31/2012	110-1001-411.20-05	DENTAL INS	30.32	
112329	008677		01	03/31/2012	110-1001-411.20-04	HEALTH INS	37.83	
112329	008664		01	03/31/2012	110-2006-413.20-05	DENTAL INS	99.79	
112329	008678		01	03/31/2012	110-2006-413.20-04	HEALTH INS	88.46	
112329	008665		01	03/31/2012	110-2007-413.20-05	DENTAL INS	21.22	
112329	008679		01	03/31/2012	110-2007-413.20-04	HEALTH INS	18.86	
112329	008666		01	03/31/2012	110-2008-413.20-05	DENTAL INS	44.44	
112329	008680		01	03/31/2012	110-2008-413.20-04	HEALTH INS	39.26	
112329	008667		01	03/31/2012	110-3015-414.20-05	DENTAL INS	12.65	
112329	008681		01	03/31/2012	110-3015-414.20-04	HEALTH INS	15.52	
112329	008668		01	03/31/2012	110-4020-422.20-05	DENTAL INS	377.42	
112329	008682		01	03/31/2012	110-4020-422.20-04	HEALTH INS	433.58	
112329	008669		01	03/31/2012	110-4025-424.20-05	DENTAL INS	60.98	
112329	008683		01	03/31/2012	110-4025-424.20-04	HEALTH INS	81.68	
112329	008670		01	03/31/2012	110-5030-421.20-05	DENTAL INS	627.43	
112329	008684		01	03/31/2012	110-5030-421.20-04	HEALTH INS	712.20	
112329	008671		01	03/31/2012	110-6040-431.20-05	DENTAL INS	168.74	
112329	008685		01	03/31/2012	110-6040-431.20-04	HEALTH INS	175.44	
112329	008672		01	03/31/2012	110-7060-451.20-05	DENTAL INS	24.60	
112329	008686		01	03/31/2012	110-7060-451.20-04	HEALTH INS	24.09	
112329	008673		01	03/31/2012	210-8070-452.20-05	DENTAL INS	124.39	
112329	008690		01	03/31/2012	210-8070-452.20-04	HEALTH INS	134.71	
112329	008674		01	03/31/2012	510-6050-501.20-05	DENTAL INS	25.29	
112329	008687		01	03/31/2012	510-6050-501.20-04	HEALTH INS	36.77	
112329	008675		01	03/31/2012	510-6055-502.20-05	DENTAL INS	12.99	
112329	008688		01	03/31/2012	510-6055-502.20-04	HEALTH INS	41.54	
112329	008676		01	03/31/2012	530-0088-503.20-05	DENTAL INS	14.74	
112329	008689		01	03/31/2012	530-0088-503.20-04	HEALTH INS	15.06	
							VENDOR TOTAL *	3,500.00
0012277	00	AT&T						

BANK: 01

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						
0012277	00	AT&T						
63053030075410	008952		01	03/31/2012	110-0086-453.30-75	MONTHLY PHONE	59.80	
63053030075410	008953		01	03/31/2012	110-0094-454.30-75	MONTHLY PHONE	22.41	
63053030075410	008939		01	03/31/2012	110-1001-411.30-75	MONTHLY PHONE	1,046.44	
63078266949097	008958		01	03/31/2012	110-1001-411.30-75	MONTHLY PHONE	25.01	
63053030075410	008940		01	03/31/2012	110-2006-413.30-75	MONTHLY PHONE	343.83	
63053030075410	008941		01	03/31/2012	110-2007-413.30-75	MONTHLY PHONE	164.44	
63053030075410	008942		01	03/31/2012	110-2008-413.30-75	MONTHLY PHONE	986.64	
63029919307818	009134		01	03/31/2012	110-2008-413.30-98	MONTHLY PHONE	226.08	
63029919617851	009135		01	03/31/2012	110-2008-413.30-98	MONTHLY PHONE	226.08	
63053030075410	008943		01	03/31/2012	110-3015-414.30-75	MONTHLY PHONE	231.71	
63022613552388	008647		01	03/31/2012	110-4020-422.30-75	MONTHLY PHONE	313.95	
63053030075410	008944		01	03/31/2012	110-4020-422.30-75	MONTHLY PHONE	328.88	
63083200803668	008955		01	03/31/2012	110-4020-422.30-75	MONTHLY PHONE	72.29	
70822603773592	009123		01	03/31/2012	110-4020-422.30-75	MONTHLY PHONE	156.75	
63083200045401	008954		01	03/31/2012	110-4021-425.30-75	MONTHLY PHONE	44.17	
63040705638276	008956		01	03/31/2012	110-4021-425.50-98	MONTHLY PHONE	43.91	
84727365350170	009136		01	03/31/2012	110-4021-425.30-75	MONTHLY PHONE	256.11	
63053030075410	008951		01	03/31/2012	110-4022-423.30-75	MONTHLY PHONE	194.34	
63053030075410	008945		01	03/31/2012	110-4025-424.30-75	MONTHLY PHONE	149.49	
63053033512328	008888		01	03/31/2012	110-5030-421.30-75	MONTHLY PHONE	106.42	
63053030075410	008946		01	03/31/2012	110-5030-421.30-75	MONTHLY PHONE	2,317.11	
63053050866185	008957		01	03/31/2012	110-5030-421.30-75	MONTHLY PHONE	25.86	
63022603952325	009122		01	03/31/2012	110-5030-421.30-75	MONTHLY PHONE	35.94	
70822603942320	009125		01	03/31/2012	110-5030-421.30-75	MONTHLY PHONE	156.75	
63053030075410	008947		01	03/31/2012	110-6040-431.30-75	MONTHLY PHONE	994.11	
70822613280851	009126		01	03/31/2012	110-6040-431.30-75	MONTHLY PHONE	127.08	
63029950633668	009127		01	03/31/2012	110-6040-431.30-75	MONTHLY PHONE	131.88	
63029950643667	009128		01	03/31/2012	110-6040-431.30-75	MONTHLY PHONE	156.98	
63029979019998	009129		01	03/31/2012	110-6040-431.30-75	MONTHLY PHONE	247.46	
70822611450803	009130		01	03/31/2012	110-6040-431.30-75	MONTHLY PHONE	639.87	
630R0605979200	009133		01	03/31/2012	110-6046-418.50-01	MONTHLY PHONE	127.08	
63053030075410	008950		01	03/31/2012	110-7060-451.30-75	MONTHLY PHONE	224.24	
63083313263643	009064		01	03/31/2012	110-7060-451.30-98	MONTHLY PHONE	35.46	
63053030075410	008948		01	03/31/2012	510-6050-501.30-75	MONTHLY PHONE	142.02	
70822611739932	008646		01	03/31/2012	510-6052-501.30-75	MONTHLY PHONE	193.94	
70822611450803	009131		01	03/31/2012	510-6052-501.30-75	MONTHLY PHONE	319.94	
63053030075410	008949		01	03/31/2012	510-6055-502.30-75	MONTHLY PHONE	269.08	
70822603793590	009124		01	03/31/2012	510-6055-502.30-75	MONTHLY PHONE	156.75	
70822611450803	009132		01	03/31/2012	510-6055-502.30-75	MONTHLY PHONE	319.94	
63027936943334	008959		01	03/31/2012	530-0088-503.30-75	MONTHLY PHONE	25.35	
63027939823392	008960		01	03/31/2012	530-0088-503.30-75	MONTHLY PHONE	40.73	
						VENDOR TOTAL *	11,686.32	
0010170	00	ATOMIC TRANSMISSIONS						
93028	008896		01	03/31/2012	110-6047-512.50-02	FLEXPLATE/STARTER REPLACE	350.00	
						VENDOR TOTAL *	350.00	
0012081	00	BAXTER & WOODMAN						

BANK: 01

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						
0012081	00	BAXTER & WOODMAN						
0161483	009143		01	03/31/2012	510-6050-501.30-26	SCADA SOFTWARE	16,712.90	
0161269	009144		01	03/31/2012	510-6056-502.30-26	SCADA POLLING PLC INSTALL	1,155.00	
0161268	009145		01	03/31/2012	510-6056-502.30-26	PROF ENG SVCS	3,063.69	
0161267	009142		01	03/31/2012	510-6057-502.80-20	PROF ENG SVCS	9,221.10	
VENDOR TOTAL *							30,152.69	
0013718	00	BENES, JAMES J, & ASSOCS, INC						
1091 100	008728		01	03/31/2012	110-6040-431.30-26	PROF ENG SVCS	244.26	
1091 126	008729		01	03/31/2012	110-6040-431.30-26	PROF ENG SVCS	569.94	
1091 208	008730		01	03/31/2012	110-6040-431.30-26	PROF ENG SVCS	223.56	
1091 209	008731		01	03/31/2012	110-6040-431.30-26	PROF ENG SVCS	999.53	
1091 210	008732		01	03/31/2012	110-6040-431.30-26	PROF ENG SVCS	514.74	
1091 211	008733		01	03/31/2012	110-6040-431.30-26	PROF ENG SVCS	488.52	
1091 207	008734		01	03/31/2012	110-6040-431.30-26	PROF ENG SVCS	1,006.02	
VENDOR TOTAL *							4,046.57	
0013075	00	BERKELEY TRUCKING INC						
35939	008909		01	03/31/2012	510-6052-501.30-81	HAULING SVCS	875.00	
VENDOR TOTAL *							875.00	
0010307	00	BEST QUALITY CLEANING INC						
45780	008971		01	03/31/2012	110-6046-418.30-14	CLEANING SVCS	5,825.00	
45780	008972		01	03/31/2012	510-6057-502.30-14	CLEANING SVCS	320.00	
VENDOR TOTAL *							6,145.00	
0016697	00	BORDIGNON, ANTHONY						
03/01-03/15/12	008751		01	03/31/2012	110-0086-453.30-52	CATV PROF SVCS	175.00	
VENDOR TOTAL *							175.00	
0007771	00	BRESSON, ROBERT						
1964	008858		01	03/31/2012	110-0000-260.02-00	VEHICLE STICKER REFUND	36.00	
VENDOR TOTAL *							36.00	
0001899	00	BRISTOL HOSE & FITTING MAIN WAREHSE						
00291335	008894		01	03/31/2012	110-6047-512.50-16	TRK/PARTS PW110	409.51	
00291235	008895		01	03/31/2012	110-6047-512.50-16	TRK/PARTS PW110	43.74	
00291631	009193		01	03/31/2012	110-6047-512.50-16	TRK/PARTS PW110	31.26	
00291677	009194		01	03/31/2012	110-6047-512.50-16	TRK/PARTS PW110	174.66	
VENDOR TOTAL *							659.17	
0007057	00	BROADCAST PRODUCTION SERVICES INC						
03/01-03/15/12	008754		01	03/31/2012	110-0086-453.30-52	CATV PROF SVCS	156.00	
VENDOR TOTAL *							156.00	
0012502	00	BROWNELLS, INC						
07371220.00	009024		01	03/31/2012	110-5030-421.40-98	RIFLE SLING	30.90	
VENDOR TOTAL *							30.90	
0000084	00	BURGIN, DENNIS						

PREPARED 03/26/2012, 13:16:13  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS  
 CITY

EXPENDITURE APPROVAL LIST  
 AS OF: 03/31/2012 CHECK DATE: 04/05/2012

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
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0000084	00	BURGIN, DENNIS						
03/01-03/15/12	008753		01	03/31/2012	110-0086-453.30-52	CATV PROF SVCS	156.00	
							VENDOR TOTAL *	156.00
0012240	00	BURKE, CHRISTOPHER B ENGRG						
105244	009141		01	03/31/2012	510-6056-502.80-13	PROFESSIONAL SVCS	5,016.78	
							VENDOR TOTAL *	5,016.78
0009267	00	C J C AUTO PARTS & TIRES						
830927	008735		01	03/31/2012	110-6047-512.50-16	DEGREASER	253.92	
832818	008904		01	03/31/2012	110-6047-512.50-16	STOCK	8.40	
833270	008905		01	03/31/2012	110-6047-512.50-16	TRK/PARTS PW110	15.75	
834017	009206		01	03/31/2012	110-6047-512.50-16	AUTO/PARTS E-1	28.26	
834566	009207		01	03/31/2012	110-6047-512.50-16	TRK/PARTS F-5	92.52	
834937	009208		01	03/31/2012	110-6047-512.50-16	PART/SUPPLIES	215.40	
834451	009209		01	03/31/2012	110-6047-512.50-16	PAINT/STOCK	14.82	
834310	009210		01	03/31/2012	110-6047-512.50-16	A/C PARTS/STOCK	25.57	
833982	009211		01	03/31/2012	110-6047-512.50-16	STOCK	3.64	
834634	009212		01	03/31/2012	110-6047-512.50-16	A/C REPAIRS/STOCK	480.00	
834669	009213		01	03/31/2012	110-6047-512.50-16	RETURNED MERCHANDISE	326.22	
							VENDOR TOTAL *	812.06
0018709	00	CALDWELL, PAT - PETTY CASH						
03/09-03/21/12	009054		01	03/31/2012	110-2007-413.40-98	PETTY CASH REIMBURSEMENT	11.61	
03/09-03/21/12	009055		01	03/31/2012	110-2008-413.60-05	PETTY CASH REIMBURSEMENT	16.00	
03/09-03/21/12	009057		01	03/31/2012	110-3015-414.40-98	PETTY CASH REIMBURSEMENT	7.75	
03/09-03/21/12	009056		01	03/31/2012	110-4020-422.60-11	PETTY CASH REIMBURSEMENT	15.00	
03/09-03/21/12	009058		01	03/31/2012	510-6050-501.60-37	PETTY CASH REIMBURSEMENT	50.00	
							VENDOR TOTAL *	100.36
0012518	00	CAR REFLECTIONS						
012371	008741		01	03/31/2012	110-6047-512.50-16	CITY SEALS	260.00	
							VENDOR TOTAL *	260.00
0015516	00	CARDINAL FENCE & SUPPLY INC						
230016	008988		01	03/31/2012	110-6041-432.40-20	GUARD RAIL REPAIR	1,972.08	
							VENDOR TOTAL *	1,972.08
0003130	00	CARDINAL TRACKING, INC						
99266	008823		01	03/31/2012	530-0088-503.50-08	ANNUAL SOFTWARE RENEWAL	3,055.50	
							VENDOR TOTAL *	3,055.50
0008716	00	CASE LOTS INC						
038812	008933		01	03/31/2012	110-2006-413.40-33	SUPPLIES	229.80	
038737	008708		01	03/31/2012	110-6046-418.40-24	SUPPLIES	384.45	
038961	009060		01	03/31/2012	110-6046-418.40-24	SUPPLIES	273.25	
							VENDOR TOTAL *	887.50
0013254	00	CCP INDUSTRIES INC						

PREPARED 03/26/2012, 13:16:13  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS  
 CITY

EXPENDITURE APPROVAL LIST  
 AS OF: 03/31/2012 CHECK DATE: 04/05/2012

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
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0013254	00	CCP INDUSTRIES INC						
IN00865152	009104		01	03/31/2012	110-5030-421.40-98	SUPPLIES	314.56	
						VENDOR TOTAL *	314.56	
0007069	00	CDW GOVERNMENT INC						
G783699	008826		01	03/31/2012	110-2008-413.40-73	CARTRIDGE RIBBONS	174.60	
						VENDOR TOTAL *	174.60	
0012836	00	CERTIFIED FLEET SERVICES, INC						
S14112	008892		01	03/31/2012	110-6047-512.50-16	TRK/PARTS ENG#4	25.82	
S14115	008893		01	03/31/2012	110-6047-512.50-16	TRK/PARTS ENG#3	75.00	
						VENDOR TOTAL *	100.82	
0014200	00	CHICAGO INTL TRUCKS, LLC						
16040299	008903		01	03/31/2012	110-6047-512.50-16	TRK/PARTS PW170	154.96	
						VENDOR TOTAL *	154.96	
0014402	00	CHICAGO PARTS & SOUND LLC						
442826	008815		01	03/31/2012	110-6047-512.50-16	PARTS/SUPPLIES	147.40	
442826	008816		01	03/31/2012	110-6047-512.40-34	OIL	160.32	
444081	009103		01	03/31/2012	110-6047-512.50-16	PARTS/SUPPLIES	86.92	
						VENDOR TOTAL *	394.64	
0002348	00	CISZEWSKI, ARTHUR						
03/14/2012	009019		01	03/31/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	46.13	
						VENDOR TOTAL *	46.13	
0000630	00	CLASSIC GRAPHIC INDUSTRIES INC						
69363	008739		01	03/31/2012	110-2006-413.40-33	ENVELOPES	290.65	
69389	009025		01	03/31/2012	110-5030-421.30-50	ENVELOPES	264.99	
69388	008768		01	03/31/2012	510-6050-501.40-98	SHIPPING FEE	17.50	
69388	008769		01	03/31/2012	510-6055-502.40-98	SHIPPING FEE	17.50	
						VENDOR TOTAL *	590.64	
0000112	00	COCA-COLA BOTTLING CO						
0328134509	008743		01	03/31/2012	110-1001-411.60-98	VENDING MACHINE REFILL	103.68	
						VENDOR TOTAL *	103.68	
0000114	00	COM ED						
4609164001	008961		01	03/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	9,325.16	
0263168092	008962		01	03/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	55.37	
4163053034	008963		01	03/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	115.96	
8256051035	008964		01	03/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	22.95	
4248089012	008965		01	03/31/2012	110-6044-435.30-24	MONTHLY ELECTRIC	93.01	
						VENDOR TOTAL *	9,612.45	
0014623	00	COMCAST CABLE						
877120089001830009228			01	03/31/2012	110-2008-413.30-52	DIGITAL ADAPTER SVC	4.21	
877120089008715008917			01	03/31/2012	110-4020-422.60-98	CABLE/INTERNET SVC	99.95	

PREPARED 03/26/2012, 13:16:13  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS  
 CITY

EXPENDITURE APPROVAL LIST  
 AS OF: 03/31/2012 CHECK DATE: 04/05/2012  
 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
0014623	00	COMCAST CABLE						
						VENDOR TOTAL *	104.16	
0007535 70700	00 009038	CONTRACTORS EQUIPMENT RENTAL		01 03/31/2012	110-6041-432.40-44	SAW BLADES	95.00	
						VENDOR TOTAL *	95.00	
0018287 201207-01	00 009140	COONEY ASSOCS INC, E		01 03/31/2012	530-0088-503.80-19	ASBESTOS SURVEY	1,854.00	
						VENDOR TOTAL *	1,854.00	
0010173 02/29/2012	00 008927	COURTS PLUS		01 03/31/2012	110-4020-422.60-98	MEMBERSHIP	400.00	
						VENDOR TOTAL *	400.00	
0015461 2076137	00 008982	CROSSBOW INDUSTRIAL WATER		01 03/31/2012	510-6057-502.40-25	WATER TANK EXCHANGE	172.57	
						VENDOR TOTAL *	172.57	
0006771 711-61010	00 008891	CUMMINS/NPOWER LLC		01 03/31/2012	110-6047-512.50-16	TRK/PARTS F-7	95.41	
						VENDOR TOTAL *	95.41	
0018790 JAN-DEC 2011 JAN-DEC 2011	00 008835 008836	DELGADO, ELIDA		01 03/31/2012 01 03/31/2012	110-0000-313.03-03 110-0000-313.01-01	UTILITY TAX REBATE UTILITY TAX REBATE	4.17 3.09	
						VENDOR TOTAL *	7.26	
0006182 7188438	00 008763	DELTA SONIC CAR WASH SYSTEMS		01 03/31/2012	110-6047-512.50-16	CAR WASHES	315.00	
						VENDOR TOTAL *	315.00	
0014267 P27648820101	00 009096	DISCOUNT SCHOOL SUPPLY		01 03/31/2012	110-7060-451.60-65	NOTEBOOKS	88.07	
						VENDOR TOTAL *	88.07	
0000159 320-18259	00 009035	DUPAGE COUNTY ANIMAL CARE & CONTROL		01 03/31/2012	110-5030-421.60-01	ANIMAL CONTROL	110.00	
						VENDOR TOTAL *	110.00	
0000161 201203130168 201203050389 201203190245	00 008928 008929 008930	DUPAGE COUNTY RECORDER		01 03/31/2012 01 03/31/2012 01 03/31/2012	110-1001-411.30-54 110-1001-411.30-54 110-1001-411.30-54	RECORDING SVCS RECORDING SVCS RECORDING SVCS	50.00 7.50 120.00	
						VENDOR TOTAL *	177.50	
0007246 0586	00 009032	DUPAGE COUNTY TREASURER-IT		01 03/31/2012	110-5030-421.30-27	MONTHLY SVC	250.00	
						VENDOR TOTAL *	250.00	
0012179	00	DUPAGE JUVENILE OFFICERS ASSN						

PREPARED 03/26/2012, 13:16:13  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS  
 CITY

EXPENDITURE APPROVAL LIST  
 AS OF: 03/31/2012 CHECK DATE: 04/05/2012

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
0012179	00	DUPAGE JUVENILE OFFICERS ASSN						
03282012	008989		01	03/21/2012	110-5030-421.60-11	MEETING REGISTRATION	CHECK #: 153793	15.00
						VENDOR TOTAL *	.00	15.00
0009707	00	E J EQUIPMENT INC						
0049508	008886		01	03/31/2012	110-6047-512.50-16	TRK/PARTS PW171/STOCK	1,627.28	
0049615	009191		01	03/31/2012	110-6047-512.50-16	TRK/PARTS PW170/STOCK	700.96	
						VENDOR TOTAL *	2,328.24	
0000177	00	ELMHURST CHAMBER OF COMMERCE						
2088	008720		01	03/31/2012	110-3015-414.30-52	BANNER/GOT IT	150.00	
						VENDOR TOTAL *	150.00	
0014621	00	ELMHURST CLAIMS ACCOUNT - CLAIM SVC						
7504366944	008643		01	03/31/2012	110-4020-422.20-07	SELF INSURED LOSS FUND	1,261.41	
7504366944	008837		01	03/31/2012	110-4020-422.20-07	SELF INSURED LOSS FUND	368.95	
7504366944	008644		01	03/31/2012	110-5030-421.20-07	SELF INSURED LOSS FUND	2,435.25	
7504366944	008645		01	03/31/2012	110-6040-431.20-07	SELF INSURED LOSS FUND	4,677.22	
7504366944	008838		01	03/31/2012	110-6040-431.20-07	SELF INSURED LOSS FUND	1,187.53	
7504366944	008839		01	03/31/2012	510-6055-502.20-07	SELF INSURED LOSS FUND	2,900.00	
						VENDOR TOTAL *	12,830.36	
0015836	00	ELMHURST INDEPENDENT - ROCK VALLEY						
960575	008719		01	03/31/2012	110-1001-411.30-54	LEGAL NOTICE	63.00	
960669	008717		01	03/31/2012	110-6040-431.30-54	LEGAL NOTICE	66.37	
960669	008718		01	03/31/2012	510-6050-501.30-54	LEGAL NOTICE	66.38	
						VENDOR TOTAL *	195.75	
0017934	00	ELMHURST MEMORIAL OCCUP CAROL STRM						
68304	008661		01	03/31/2012	110-2007-413.30-47	DRUG SCREEN	205.00	
68061	008662		01	03/31/2012	110-2007-413.30-47	DRUG SCREEN	475.00	
						VENDOR TOTAL *	680.00	
0011885	00	ELMHURST SCHOOL DIST 205-OP SNWBALL						
03/12/2012	008931		01	03/31/2012	110-0083-443.60-57	DONATION	500.00	
						VENDOR TOTAL *	500.00	
0017007	00	FACILITY SOLUTIONS GROUP						
2405542-00	008693		01	03/31/2012	110-6044-435.40-98	STREET LIGHT BALLAST	4,563.75	
2672939-00	008694		01	03/31/2012	110-6044-435.40-98	STREET LIGHT BALLAST CAPA	240.81	
2664578-00	008695		01	03/31/2012	110-6044-435.40-98	WIRE SPLICE KIT	275.43	
2692872-00	009215		01	03/31/2012	110-6046-418.50-01	LAMPS	314.15	
						VENDOR TOTAL *	5,394.14	
0018002	00	FILTER SERVICES OF IL						
INV43589	008915		01	03/31/2012	110-6046-418.50-01	FILTERS	176.93	
						VENDOR TOTAL *	176.93	
0006869	00	FISHER SCIENTIFIC						

PREPARED 03/26/2012, 13:16:13  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS  
 CITY

EXPENDITURE APPROVAL LIST  
 AS OF: 03/31/2012 CHECK DATE: 04/05/2012

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
0006869 7201084	00	FISHER SCIENTIFIC 008980	01 03/31/2012	510-6057-502.40-25	LAB SUPPLIES	154.63	
					VENDOR TOTAL *	154.63	
0005438 54948 54905 54909	00	FLEET SAFETY SUPPLY 009185 009187 009189	01 03/31/2012 01 03/31/2012 01 03/31/2012	110-5030-421.80-06 110-5030-421.80-06 110-5030-421.80-06	SET UP NEW VEHICLE/PD-17 SET UP NEW VEHICLE/PD-17 SET UP NEW VEHICLE/PD-17	255.04 310.05 1,833.18	
					VENDOR TOTAL *	2,398.27	
0019713 46937518	00	FLEETPRIDE 009101	01 03/31/2012	110-6047-512.50-16	PARTS/SUPPLIES	35.89	
					VENDOR TOTAL *	35.89	
0017446 61-152694	00	FMP - FACTORY MOTOR PARTS 009205	01 03/31/2012	110-6047-512.50-16	TRK/PARTS TRK#1	402.51	
					VENDOR TOTAL *	402.51	
0002222 03/01-03/15/12	00	FORESMAN, RICH 008750	01 03/31/2012	110-0086-453.30-52	CATV PROF SVCS	286.00	
					VENDOR TOTAL *	286.00	
0008274 625752MB	00	GALLAGHER MATERIALS, INC 009059	01 03/31/2012	110-6041-432.40-02	ASPHALT	2,383.56	
					VENDOR TOTAL *	2,383.56	
0001432 512018528	00	GALLS, AN ARAMARK CO 008711	01 03/31/2012	110-5030-421.40-98	BARRIER TAPE	170.87	
					VENDOR TOTAL *	170.87	
0019250 R18545	00	GEN POWER, INC 009151	01 03/31/2012	510-6057-502.50-08	GENERATOR RENTAL	613.80	
					VENDOR TOTAL *	613.80	
0006893 4083	00	GILL, JIM, INC 009097	01 03/31/2012	110-7060-451.60-65	DEPOSIT FEE	675.00	
					VENDOR TOTAL *	675.00	
0000242 9773249272 9768309644 9768309644 9777641276	00	GRAINGER 008700 008698 008699 009012	01 03/31/2012 01 03/31/2012 01 03/31/2012 01 03/31/2012	110-6041-432.40-98 110-6044-435.40-98 110-6044-435.40-53 510-6057-502.50-10	PLASTIC DISPENSING BOTTLE LIGHT CONTACTOR TEST LEAD SET LEAD TEST KIT	40.56 316.35 50.40 57.74	
					VENDOR TOTAL *	465.05	
0000247 958738704	00	GRAYBAR 008697	01 03/31/2012	110-6044-435.40-98	PHOTO CELL SOCKETS	71.37	
					VENDOR TOTAL *	71.37	
0020335	00	GREENSCAPE HOMES LLC					

PREPARED 03/26/2012, 13:16:13  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS  
 CITY

EXPENDITURE APPROVAL LIST  
 AS OF: 03/31/2012 CHECK DATE: 04/05/2012

BANK: 01

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0020335	00	GREENSCAPE HOMES LLC						
11-70000726	008726		01	03/31/2012	110-0000-332.98-00	PERMIT REIMBURSEMENT	84.00	
11-00000775	008727		01	03/31/2012	110-0000-332.98-00	PERMIT REIMBURSEMENT	476.00	
VENDOR TOTAL *							560.00	
0006515	00	HAGGERTY BUICK GMC						
D40148	008884		01	03/31/2012	110-6047-512.50-16	TRK/PARTS PD-45	171.28	
D40148	008885		01	03/31/2012	110-6047-512.50-02	TRK/PARTS PD-45	83.00	
VENDOR TOTAL *							254.28	
0000255	00	HAHN & ASSOCS, LTD						
APRIL 2012	008938		01	03/31/2012	110-5030-421.30-48	SOCIAL SVCS	4,203.04	
VENDOR TOTAL *							4,203.04	
0005803	00	HARRISON, JONATHAN						
03/01-03/15/12	008755		01	03/31/2012	110-0086-453.30-52	CATV PROF SVCS	147.00	
VENDOR TOTAL *							147.00	
0015904	00	HD SUPPLY WATERWORKS, LTD						
4521099	009108		01	03/31/2012	510-6052-501.40-51	SERVICE LINES	250.00	
VENDOR TOTAL *							250.00	
0000129	00	HERITAGE CRYSTAL CLEAN, LLC						
12000849	008883		01	03/31/2012	110-6047-512.40-34	PARTS WASHER	186.75	
12000847	009011		01	03/31/2012	510-6057-502.40-34	PARTS WASHER	186.75	
VENDOR TOTAL *							373.50	
0017387	00	HEUSER, DAN						
03/01-03/15/12	008752		01	03/31/2012	110-0086-453.30-52	CATV PROF SVCS	175.00	
VENDOR TOTAL *							175.00	
0008340	00	HIGH PSI LTD						
113635	008901		01	03/31/2012	110-6047-512.40-98	WASH BAY	400.00	
32728	009171		01	03/31/2012	110-6047-512.40-98	WASH BAY SOAP	400.00	
VENDOR TOTAL *							800.00	
0004296	00	HIGHLAND ESTATES COFFEE TRADERS						
052560077551	009000		01	03/31/2012	110-6046-418.40-98	VENDING MACHINE REFILL	128.59	
VENDOR TOTAL *							128.59	
0000275	00	HOLIDAY CAMERA INC						
422320	009034		01	03/31/2012	110-5030-421.40-98	VIDEO CASSETTE	19.99	
VENDOR TOTAL *							19.99	
0012341	00	HOME DEPOT 1982-OAKBROOK TERR						
008287/2026366	009041		01	03/31/2012	110-6041-432.40-09	PAINT STRIPPER	20.98	
021554/9020563	009214		01	03/31/2012	110-6041-432.40-98	MAILBOX REPLACEMENT	59.91	
006119/4025854	009013		01	03/31/2012	510-6057-502.50-01	SUPPLIES/ROOM REPAIR	358.19	
012722/8027631	009014		01	03/31/2012	510-6057-502.50-01	SUPPLIES/ROOM REPAIR	180.88	

PREPARED 03/26/2012, 13:16:13  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS  
 CITY

EXPENDITURE APPROVAL LIST  
 AS OF: 03/31/2012 CHECK DATE: 04/05/2012

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
0012341	00	HOME DEPOT 1982-OAKBROOK TERR						
						VENDOR TOTAL *	619.96	
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-
0001005 PD-50	00	IL SEC OF STATE - CONF SERV PROG 008818	01	03/31/2012	110-6047-512.60-55	PLATE RENEWAL		
						VENDOR TOTAL *	99.00	
0001319 PW31	00	IL SEC OF STATE - VEHICLE SVCS,CK GRP-1 008889	01	03/31/2012	110-6047-512.60-55	TITLE ONLY		
						VENDOR TOTAL *	99.00	
0001319 PW94	00	IL SEC OF STATE - VEHICLE SVCS,CK GRP-2 008890	01	03/31/2012	110-6047-512.60-55	TITLE ONLY		
						VENDOR TOTAL *	95.00	
0007655 04/23-04/27/12	00	IL SOCIETY OF FIRE SVC INSTRUCTORS 008920	01	03/31/2012	110-2007-413.20-09	REGISTRATION		
						VENDOR TOTAL *	300.00	
0020346 02/14-02/15/12	00	IL STATE UNIV 009028	01	03/31/2012	110-5030-421.60-11	REGISTRATION		
						VENDOR TOTAL *	125.00	
0004301 49241	00	IL TOOL SERVICE 008882	01	03/31/2012	110-6047-512.40-53	TOOL REPAIR		
						VENDOR TOTAL *	125.00	
0015044 32800	00	INDUSTRIAL STEEL SERVICE CENTER INC 008881	01	03/31/2012	110-6047-512.50-16	TRK/PARTS PW110		
						VENDOR TOTAL *	89.50	
0006347 002-1824088	00	INLAND COMMERCIAL PROPERTY MGT INC 009233	01	03/31/2012	530-0088-503.50-15	MONTHLY MAINT CONTRACT		
						VENDOR TOTAL *	1,150.00	
0001896 113922	00	INSITUFORM TECHNOLOGIES USA INC 008716	01	03/31/2012	510-6056-502.80-13	SEWER CIPP LINING PROJECT		
						VENDOR TOTAL *	1,150.00	
0010731 110113364 130057365 110113340 130057500 110113481	00	INTERSTATE BATTERY SYSTEM OF 008709 008710 008907 008908 009102	01	03/31/2012	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	PARTS/SUPPLIES PARTS/SUPPLIES TRK/PARTS PW159 TRK/PARTS PW102 PARTS/SUPPLIES		
						VENDOR TOTAL *	331,071.30	
						VENDOR TOTAL *	331,071.30	
							489.75	
							293.85	
							84.95	
							87.95	
							587.70	

PREPARED 03/26/2012, 13:16:13  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS  
 CITY

EXPENDITURE APPROVAL LIST  
 AS OF: 03/31/2012 CHECK DATE: 04/05/2012

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
0010731	00	INTERSTATE BATTERY SYSTEM OF						
						VENDOR TOTAL *	1,544.20	
0006372 91492	00	INTL ASSN FOR PROPERTY & EVIDENCE 008744	01	03/31/2012	110-5030-421.60-37	MEMBERSHIP	50.00	
						VENDOR TOTAL *	50.00	
0009561 356286	00	INTOXIMETERS, INC 008935	01	03/31/2012	110-5030-421.60-75	BREATHALIZER SUPPLIES	170.85	
						VENDOR TOTAL *	170.85	
0000976 97372	00	JIM'S TOWING,CK GRP-1 008936	01	03/31/2012	110-5030-421.60-27	TOWING SVC/CASE#12-006697	350.00	
						VENDOR TOTAL *	350.00	
0000976 97329	00	JIM'S TOWING,CK GRP-2 008937	01	03/31/2012	110-5030-421.60-27	TOWING SVC/CASE#12-007101	350.00	
						VENDOR TOTAL *	350.00	
0000976 97342	00	JIM'S TOWING,CK GRP-3 009031	01	03/31/2012	110-5030-421.60-27	TOWING SVC/CASE#12-008585	350.00	
						VENDOR TOTAL *	350.00	
0000314 614815 615844	00	KALE UNIFORMS 008757 009030	01 01	03/31/2012 03/31/2012	110-5030-421.40-11 110-5030-421.40-11	UNIFORM SUPPLIES UNIFORM SUPPLIES	103.94 123.00	
						VENDOR TOTAL *	226.94	
0000323 183946 184013 184013	00	KIEFT BROTHERS, INC - A/P 009037 009110 009109	01 01 01	03/31/2012 03/31/2012 03/31/2012	110-6041-432.40-08 110-6041-432.40-48 510-6052-501.40-63	INLET REPAIR CEMENT VALVE VAULTS	176.67 176.00 264.00	
						VENDOR TOTAL *	616.67	
0015660 26006	00	KINGS POINT TESTING LANE 008880	01	03/31/2012	110-6047-512.50-02	SAFETY TEST/PW119	25.00	
						VENDOR TOTAL *	25.00	
0013270 03/06-03/08/12 03/06-03/08/12	00	KNEBEL, JEFFREY 009017 009018	01 01	03/31/2012 03/31/2012	110-5030-421.60-05 110-5030-421.60-11	EXPENSE REIMBURSEMENT EXPENSE REIMBURSEMENT	83.25 28.37	
						VENDOR TOTAL *	111.62	
0016626 12-10342	00	LAI, LTD 008977	01	03/31/2012	510-6052-501.50-18	RESERVOIR PARTS	418.00	
						VENDOR TOTAL *	418.00	
0002524 1528608	00	LAW BULLETIN 008762	01	03/31/2012	110-5030-421.30-98	COURT DOCKETS	100.00	

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
0002524	00	LAW BULLETIN					
					VENDOR TOTAL *	100.00	
0017657 9300679172	00	LAWSON PRODUCTS, INC 008712	01 03/31/2012	110-4020-422.40-98	SUPPLIES	176.26	
					VENDOR TOTAL *	176.26	
0013313 934246 934301 933524 934721	00	LEACH ENTERPRISES, INC 008814 008912 009169 009170	01 03/31/2012 01 03/31/2012 01 03/31/2012 01 03/31/2012	110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-02 110-6047-512.50-16	FILTERS FILTER TRK/PARTS PW110 FILTERS	118.95 26.58 57.90 80.88	
					VENDOR TOTAL *	284.31	
0020131 492-51353 492-51956	00	LEE AUTO ELMHURST 009001 009002	01 03/31/2012 01 03/31/2012	110-5030-421.60-27 110-5030-421.60-27	HUB CAP WHEEL	135.00 120.00	
					VENDOR TOTAL *	255.00	
0006622 189331/1 189809/1	00	LEN'S ACE HARDWARE 008900 009204	01 03/31/2012 01 03/31/2012	110-6047-512.50-16 110-6047-512.50-16	SHOP SUPPLIES METAL FITTINGS/PW110	35.96 4.29	
					VENDOR TOTAL *	40.25	
0017643 21256911	00	LIGHT BULB DEPOT 008910	01 03/31/2012	110-6044-435.40-26	LAMPS	354.24	
					VENDOR TOTAL *	354.24	
0000509 03/01-03/15/12	00	LILJEBERG, GLEN R. 008749	01 03/31/2012	110-0086-453.30-52	CATV PROF SVCS	1,586.75	
					VENDOR TOTAL *	1,586.75	
0011081 20120398-P	00	LINDCO EQPT SALES 008879	01 03/31/2012	110-6042-433.50-16	TRK/PARTS PW39	250.43	
					VENDOR TOTAL *	250.43	
0007110 2120301-022	00	LYNN CARD CO 008859	01 03/31/2012	110-4020-422.40-98	SYMPATHY CARDS	63.95	
					VENDOR TOTAL *	63.95	
0000617 50218	00	M & M REPORTING, INC 009100	01 03/31/2012	110-3015-414.30-13	COURT REPORTING	744.25	
					VENDOR TOTAL *	744.25	
0015771 0031089826 0031089826 0031089826 0031089826	00	MAGELLAN BEHAVIORAL HEALTH 008840 008841 008842 008843	01 03/31/2012 01 03/31/2012 01 03/31/2012 01 03/31/2012	110-1001-411.20-04 110-2006-413.20-04 110-2007-413.20-04 110-2008-413.20-04	HEALTH INS HEALTH INS HEALTH INS HEALTH INS	39.41 92.15 19.65 40.90	

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
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0015771	00	MAGELLAN BEHAVIORAL HEALTH						
0031089826	008844		01	03/31/2012	110-3015-414.20-04	HEALTH INS	16.17	
0031089826	008845		01	03/31/2012	110-4020-422.20-04	HEALTH INS	451.65	
0031089826	008846		01	03/31/2012	110-4025-424.20-04	HEALTH INS	85.08	
0031089826	008847		01	03/31/2012	110-5030-421.20-04	HEALTH INS	741.88	
0031089826	008848		01	03/31/2012	110-6040-431.20-04	HEALTH INS	476.88	
0031089826	008849		01	03/31/2012	110-7060-451.20-04	HEALTH INS	25.10	
0031089826	008853		01	03/31/2012	210-8070-452.20-04	HEALTH INS	140.31	
0031089826	008850		01	03/31/2012	510-6050-501.20-04	HEALTH INS	176.12	
0031089826	008851		01	03/31/2012	510-6055-502.20-04	HEALTH INS	138.54	
0031089826	008852		01	03/31/2012	530-0088-503.20-04	HEALTH INS	15.68	
VENDOR TOTAL *							2,459.52	
0007486	00	MAMMA MARIA'S PIZZA						
78	009026		01	03/31/2012	110-5030-421.60-50	MEETING REFRESHMENTS	110.75	
2	009033		01	03/31/2012	110-5030-421.60-50	MEETING REFRESHMENT	37.00	
VENDOR TOTAL *							147.75	
0011512	00	MARTICH, STEVE						
26069	008817		01	03/31/2012	110-0000-316.00-00	TRANSFER STAMP REFUND	643.50	
VENDOR TOTAL *							643.50	
0010780	00	MASTERS, KEN						
03/01-03/15/12	008756		01	03/31/2012	110-0086-453.30-52	CATV PROF SVCS	144.00	
VENDOR TOTAL *							144.00	
0007176	00	MCCANN INDUSTRIES INC						
07142940	008877		01	03/31/2012	110-6047-512.50-16	TRK/PARTS PW22/STOCK	63.12	
07142900	008878		01	03/31/2012	110-6047-512.50-16	TRK/PARTS PW22/STOCK	78.90	
VENDOR TOTAL *							142.02	
0001049	00	MCI						
08611797999	008648		01	03/31/2012	110-0086-453.30-75	MONTHLY PHONE	1.17	
08611797999	008649		01	03/31/2012	110-1001-411.30-75	MONTHLY PHONE	28.37	
08611797999	008650		01	03/31/2012	110-2006-413.30-75	MONTHLY PHONE	21.59	
08611797999	008657		01	03/31/2012	110-2007-413.30-75	MONTHLY PHONE	1.09	
08611797999	008658		01	03/31/2012	110-2008-413.30-75	MONTHLY PHONE	15.92	
08611797999	008651		01	03/31/2012	110-3015-414.30-75	MONTHLY PHONE	3.77	
08611797999	008652		01	03/31/2012	110-4020-422.30-75	MONTHLY PHONE	21.67	
08611797999	008653		01	03/31/2012	110-5030-421.30-75	MONTHLY PHONE	91.80	
08611797999	008654		01	03/31/2012	110-6040-431.30-75	MONTHLY PHONE	55.91	
08611797999	008655		01	03/31/2012	110-7060-451.30-75	MONTHLY PHONE	4.11	
08611797999	008656		01	03/31/2012	510-6055-502.30-75	MONTHLY PHONE	6.89	
VENDOR TOTAL *							252.29	
0011346	00	MCLEAN, MICHAEL						
03/10/2012	008764		01	03/31/2012	110-5030-421.60-98	EXPENSE REIMBURSEMENT	28.08	
VENDOR TOTAL *							28.08	
0002941	00	MCMASTER-CARR SUPPLY CO-A/P ADDRESS						

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
0002941	00	MCMASTER-CARR SUPPLY CO-A/P			ADDRESS			
20507710	008874		01	03/31/2012	110-6047-512.50-16	BATTERY HOLDER/PHILLIPS	14.37	
20246357	008875		01	03/31/2012	110-6047-512.50-16	CORK GASKET	7.10	
19849324	008876		01	03/31/2012	110-6047-512.40-24	WASTE CONTAINER	200.29	
21006396	009216		01	03/31/2012	510-6052-501.40-98	RETURNED MERCHANDISE	210.43-	
20640576	009217		01	03/31/2012	510-6052-501.40-98	RUBBER BOOTS	210.43	
20771935	009007		01	03/31/2012	510-6057-502.50-08	BAR SCREEN REPAIR	25.32	
19855521	009008		01	03/31/2012	510-6057-502.50-08	DRIVE REPAIR	115.15	
19983039	009009		01	03/31/2012	510-6057-502.50-01	CLAMPS, SCREWS, HOOKS	98.11	
19474957	009010		01	03/31/2012	510-6057-502.50-08	PUMP REPAIR	25.24	
						VENDOR TOTAL *	485.58	
0010734	00	MEADE INC						
654099	008691		01	03/31/2012	110-6044-435.50-21	T-SIGNAL MONITOR TESTING	400.32	
654098	008692		01	03/31/2012	110-6044-435.50-21	T-SIGNAL MONITOR TESTING	400.32	
						VENDOR TOTAL *	800.64	
0017680	00	METRO NORTH INDUSTRIAL TIRE & SPPLY						
73658	009168		01	03/31/2012	110-6047-512.50-20	TIRES/PW13	374.95	
						VENDOR TOTAL *	374.95	
0000368	00	METRO PARAMEDIC SERVICES, INC						
278-001480	008857		01	03/31/2012	110-0084-442.30-01	AMBULANCE SVC/APRIL 2012	10,667.27	
						VENDOR TOTAL *	10,667.27	
0007364	00	METROPOLITAN LIFE INSURANCE CO						
00134	009079		01	03/31/2012	110-1001-411.20-05	DENTAL INS	307.71	
00134	009080		01	03/31/2012	110-2006-413.20-05	DENTAL INS	1,012.82	
00134	009081		01	03/31/2012	110-2007-413.20-05	DENTAL INS	215.40	
00134	009082		01	03/31/2012	110-2008-413.20-05	DENTAL INS	451.02	
00134	009083		01	03/31/2012	110-3015-414.20-05	DENTAL INS	128.36	
00134	009084		01	03/31/2012	110-4020-422.20-05	DENTAL INS	3,830.60	
00134	009085		01	03/31/2012	110-4025-424.20-05	DENTAL INS	618.95	
00134	009086		01	03/31/2012	110-5030-421.20-05	DENTAL INS	6,368.01	
00134	009087		01	03/31/2012	110-6040-431.20-05	DENTAL INS	1,712.65	
00134	009088		01	03/31/2012	110-7060-451.20-05	DENTAL INS	249.69	
00134	009089		01	03/31/2012	210-8070-452.20-05	DENTAL INS	1,262.51	
00134	009090		01	03/31/2012	510-6050-501.20-05	DENTAL INS	256.72	
00134	009091		01	03/31/2012	510-6055-502.20-05	DENTAL INS	131.88	
00134	009092		01	03/31/2012	530-0088-503.20-05	DENTAL INS	149.37	
						VENDOR TOTAL *	16,695.69	
0009371	00	MICRO CENTER A/R						
2786133	008824		01	03/31/2012	110-2008-413.40-72	BOOSTER/ROUTER	209.98	
2780525	008825		01	03/31/2012	110-2008-413.40-72	KEYBOARDS/MICE/SPEAKERS	303.87	
						VENDOR TOTAL *	513.85	
0000512	00	MID-TOWN PETROLEUM (PRECISION LUB)						
5000867-IN	009164		01	03/31/2012	110-6047-512.40-34	OIL	422.41	

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
0000512	00	MID-TOWN PETROLEUM (PRECISION LUB)						
5000868-IN	009165		01	03/31/2012	110-6047-512.40-34	OIL	475.21	
5000869-IN	009166		01	03/31/2012	110-6047-512.40-34	OIL	413.60	
5000870-IN	009167		01	03/31/2012	110-6047-512.40-34	OIL	412.55	
5000139-IN	008978		01	03/31/2012	510-6057-502.40-34	OIL	193.17	
						VENDOR TOTAL *	1,916.94	
0017125	00	MIDWEST OPERATING ENGRS BENEFITS						
MAY 2012	008854		01	03/31/2012	110-6040-431.20-04	HEALTH INS	46,250.00	
MAY 2012	008856		01	03/31/2012	510-6050-501.20-04	HEALTH INS	20,900.00	
MAY 2012	008855		01	03/31/2012	510-6055-502.20-04	HEALTH INS	16,300.00	
						VENDOR TOTAL *	83,450.00	
0020341	00	MILINOVICH, ALEXANDER						
5781	008819		01	03/31/2012	110-0000-260.02-00	VEHICLE STICKER REFUND	18.00	
						VENDOR TOTAL *	18.00	
0017058	00	MILLER, ROBERT						
JAN-DEC 2011	008745		01	03/31/2012	110-0000-313.03-03	UTILITY TAX REBATE	16.18	
JAN-DEC 2011	008746		01	03/31/2012	110-0000-313.01-01	UTILITY TAX REBATE	20.01	
JAN-DEC 2011	008747		01	03/31/2012	110-0000-313.02-02	UTILITY TAX REBATE	11.35	
						VENDOR TOTAL *	47.54	
0006434	00	MONROE TRUCK EQUIPMENT						
68874	008723		01	03/31/2012	110-6042-433.50-16	SNOW PLOW REPLACEMENT/	8,963.00	
						VENDOR TOTAL *	8,963.00	
0015510	00	MORTON GROVE AUTOMOTIVE WEST						
50979	008906		01	03/31/2012	110-6047-512.50-02	TRK/PARTS PW17/TRK#1	740.00	
						VENDOR TOTAL *	740.00	
0007257	00	MOTION INDUSTRIES, INC						
IL10-463162	008873		01	03/31/2012	110-6047-512.50-16	TRK/PARTS PW17	12.30	
IL10-460401	009150		01	03/31/2012	510-6057-502.50-08	BAR SCREEN REPAIR	776.01	
						VENDOR TOTAL *	788.31	
0000378	00	MOTOROLA - COLLECTION CTR DR						
90920320	009161		01	03/31/2012	110-4020-422.40-41	BATTERY	83.49	
90885867	008736		01	03/31/2012	110-5030-421.40-98	TRK/PARTS PD-11	44.85	
90915391	009162		01	03/31/2012	110-5030-421.40-41	ANTENNAS	34.17	
90922159	009163		01	03/31/2012	110-5030-421.40-41	BATTERIES	94.20	
						VENDOR TOTAL *	256.71	
0011644	00	NEPTUNE TECHNOLOGY GROUP INC						
N304232	008765		01	03/31/2012	510-6052-501.40-68	WATER METERS	1,125.00	
N305002	008766		01	03/31/2012	510-6052-501.40-68	WATER METERS	1,460.00	
N305733	008767		01	03/31/2012	510-6052-501.40-68	WATER METERS	2,129.00	
N306401	008973		01	03/31/2012	510-6052-501.40-68	RADIO READ DEVICES	19,680.00	
N306482	008974		01	03/31/2012	510-6052-501.40-68	WATER METERS	1,460.00	

BANK: 01

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						
0011644	00	NEPTUNE TECHNOLOGY GROUP INC						
N305954	008975		01	03/31/2012	510-6052-501.40-68	WATER METERS	2,355.00	
N305456	008976		01	03/31/2012	510-6052-501.40-67	WATER METER PARTS	475.20	
VENDOR TOTAL *							28,684.20	
0009496	00	NEXTEL COMMUNICATIONS						
162511511-121	009065		01	03/31/2012	110-6040-431.30-75	MONTHLY MOBILE BILL	68.01	
162511511-121	009066		01	03/31/2012	510-6050-501.30-75	MONTHLY MOBILE BILL	21.76	
162511511-121	009067		01	03/31/2012	510-6055-502.30-75	MONTHLY MOBILE BILL	46.24	
VENDOR TOTAL *							136.01	
0005845	00	NICOR GAS						
26-13-75-0650	2008966		01	03/31/2012	110-4020-422.30-29	MONTHLY GAS	89.97	
39-23-24-0000	0008970		01	03/31/2012	110-7060-451.30-29	MONTHLY GAS	23.95	
39-23-24-0000	0009063		01	03/31/2012	110-7060-451.30-29	MONTHLY GAS	23.95	
52-71-78-0000	8008967		01	03/31/2012	510-6056-502.30-29	MONTHLY GAS	33.63	
43-64-24-0000	6008968		01	03/31/2012	510-6056-502.30-29	MONTHLY GAS	157.62	
43-64-24-0000	6009061		01	03/31/2012	510-6056-502.30-29	MONTHLY GAS	157.62	
53-33-68-0000	7008969		01	03/31/2012	510-6057-502.30-29	MONTHLY GAS	3,492.49	
53-33-68-0000	7009062		01	03/31/2012	510-6057-502.30-29	MONTHLY GAS	3,492.49	
VENDOR TOTAL *							7,471.72	
0004099	00	NORTH AMERICAN SALT CO						
70805636	008724		01	03/31/2012	250-6042-433.40-46	SALT	19,494.28	
70812772	009225		01	03/31/2012	250-6042-433.40-46	SALT	8,719.12	
VENDOR TOTAL *							28,213.40	
0000401	00	NORTH EAST MULTI-REGIONAL TRAINING						
153908	009036		01	03/31/2012	110-5030-421.60-11	TRAINING CLASS	50.00	
VENDOR TOTAL *							50.00	
0004439	00	NORTHERN IL POLICE ALARM SYSTEM						
8330	009016		01	03/31/2012	110-5030-421.40-98	LANGUAGE LINE USAGE	83.70	
VENDOR TOTAL *							83.70	
0002228	00	O'HERRON CO INC, RAY - LOMBARD						
0050377-IN	008761		01	03/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	209.85	
0050560-IN	009021		01	03/31/2012	110-5030-421.40-31	BREAKAWAY GASKET	1,000.00	
0050633-IN	009022		01	03/31/2012	110-5030-421.40-31	MACE	359.20	
0050561-IN	009023		01	03/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	209.85	
VENDOR TOTAL *							1,778.90	
0008640	00	OFFICE DEPOT						
599980597001	008740		01	03/31/2012	110-2006-413.40-33	SUPPLIES	466.80	
596946808001	009042		01	03/31/2012	110-2006-413.40-33	SUPPLIES	4.76	
602221270001	009232		01	03/31/2012	110-2006-413.40-33	SUPPLIES	89.56	
VENDOR TOTAL *							561.12	
0020345	00	ONE SMALL VOICE FOUNDATION						

PREPARED 03/26/2012, 13:16:13  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS  
 CITY

EXPENDITURE APPROVAL LIST  
 AS OF: 03/31/2012 CHECK DATE: 04/05/2012

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	
0020345 11-00014501	00	ONE SMALL VOICE FOUNDATION 009040	01	03/31/2012	110-0000-331.98-00	BANNER FEE REFUND	70.00		
						VENDOR TOTAL *	70.00		
0008717 170666	00	PAT KEAN'S FRIENDLY FORD 009160	01	03/31/2012	110-6047-512.50-16	TRK/PARTS PD-19	49.12		
						VENDOR TOTAL *	49.12		
0020342 2014	00	PENROD, LINDA 008820	01	03/31/2012	110-0000-260.02-00	VEHICLE STICKER REFUND	18.00		
						VENDOR TOTAL *	18.00		
0005900 24923	00	PETTIBONE & CO, P F 009029	01	03/31/2012	110-5030-421.40-11	UNIFORM SUPPLIES	1,385.85		
						VENDOR TOTAL *	1,385.85		
0016966 8000909000617327008990 8000909000617327008991 8000909000617327008992 8000909000617327008993 8000909000617327008994 0888909000617327008995 8000909000617327008996 8000909000617327008997 8000909000617327008998 8000909000617327008999	00	PITNEY BOWES PURCHASE POWER	01	03/21/2012	110-1001-411.30-49 110-2006-413.30-49 110-2007-413.30-49 110-3015-414.30-49 110-4020-422.30-49 110-4025-424.30-49 110-5030-421.30-49 110-6040-431.30-49 110-7060-451.30-49 530-0088-503.30-49	POSTAGE METER POSTAGE METER POSTAGE METER POSTAGE METER POSTAGE METER POSTAGE METER POSTAGE METER POSTAGE METER POSTAGE METER POSTAGE METER	CHECK #: CHECK #: CHECK #: CHECK #: CHECK #: CHECK #: CHECK #: CHECK #: CHECK #: CHECK #:	153794 153794 153794 153794 153794 153794 153794 153794 153794 153794	2,000.00 700.00 500.00 500.00 500.00 500.00 500.00 1,500.00 1,500.00 500.00 1,800.00
						VENDOR TOTAL *	.00	10,000.00	
0014232 102691	00	POMP'S TIRE SERVICE, INC 009003	01	03/31/2012	110-5030-421.60-27	TIRES	314.52		
						VENDOR TOTAL *	314.52		
0019517 476706	00	POSWORLD 009139	01	03/31/2012	110-2006-413.40-33	PAPER SUPPLIES	87.00		
						VENDOR TOTAL *	87.00		
0019921 IN-008863	00	PRECISION FORM, INC 008696	01	03/31/2012	110-6044-435.40-60	T-SIGNAL PARTS	284.00		
						VENDOR TOTAL *	284.00		
0016310 INV-149250 INV-149250 INV-149250	00	QUANTUM LABS INC 009105 009106 009107	01	03/31/2012	110-6046-418.40-98 110-6047-512.40-98 510-6052-501.40-98	SUPPLIES SUPPLIES SUPPLIES	46.50 46.49 46.49		
						VENDOR TOTAL *	139.48		
0020338 03/14/2012	00	RED EYE TAXI SERVICE 008722	01	03/31/2012	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	152.00		

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
0020338	00	RED EYE TAXI SERVICE						
						VENDOR TOTAL *	152.00	
0016821 2086	00	REIMER, RICHARD J & ASSOCS LLC 002036	01	11/23/2011	760-0000-491.60-59	LEGAL SVCS	CHECK #: 150836	400.00-
						VENDOR TOTAL *	.00	400.00-
0019354 42748	00	RHINO MARKING & PROTECTION SYSTEMS 008713	01	03/31/2012	510-6052-501.40-98	VALVE MARKERS	497.60	
						VENDOR TOTAL *	497.60	
0004998 000066811	00	RIO JACKIE UT	01	03/31/2012	510-0000-113.02-00	UB CR REFUND	32.79	
						VENDOR TOTAL *	32.79	
0002601 02 02	00	RJN GROUP 008714 008715	01 01	03/31/2012 03/31/2012	510-6056-502.80-13 510-6056-502.80-13	PROF ENG SVCS PROF ENG SVCS	10,070.82 11,284.69	
						VENDOR TOTAL *	21,355.51	
0018791 JAN-DEC 2011 JAN-DEC 2011	00	RODRIGUEZ, ANA M 008833 008834	01 01	03/31/2012 03/31/2012	110-0000-313.03-03 110-0000-313.01-01	UTILITY TAX REBATE UTILITY TAX REBATE	21.93 8.33	
						VENDOR TOTAL *	30.26	
0005687 FOCS20937 FOCS20396	00	ROESCH FORD 009158 009159	01 01	03/31/2012 03/31/2012	110-6047-512.50-02 110-6047-512.50-02	TRK/PARTS TRK#1 TRK/PARTS PW87	115.14 1,244.54	
						VENDOR TOTAL *	1,359.68	
0001751 3551507 RI 3551507 RI 3551507 RI 3547007 RI 3551507 RI 3547007 RI 3551507 RI 3551507 RI 3551507 RI 3551507 RI	00	S & S INDUSTRIAL SUPPLY 009218 009219 009220 008913 009221 008914 009222 009223 009224	01 01 01 01 01 01 01 01 01 01	03/31/2012 03/31/2012 03/31/2012 03/31/2012 03/31/2012 03/31/2012 03/31/2012 03/31/2012 03/31/2012 03/31/2012	110-6041-432.40-98 110-6043-434.40-98 110-6044-435.40-98 110-6046-418.40-98 110-6046-418.40-98 110-6047-512.50-16 110-6047-512.40-98 510-6052-501.40-98 510-6057-502.40-98	SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES	46.17 46.17 46.17 91.47 46.17 87.92 46.17 46.17 46.17	
						VENDOR TOTAL *	502.58	
0010169 80404	00	SEAWAY SUPPLY 008932	01	03/31/2012	110-6046-418.40-24	SUPPLIES	419.25	
						VENDOR TOTAL *	419.25	
0000199 900616143 900630583	00	SIEMENS INDUSTRY, INC - PALATINE 008983 008984	01 01	03/31/2012 03/31/2012	510-6057-502.50-08 510-6057-502.50-08	PUMP REPAIR SHIPPING FEE	37.00 25.90	

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
0000199	00	SIEMENS INDUSTRY, INC - PALATINE						
900636972	008985		01	03/31/2012	510-6057-502.50-08	SHIPPING FEE	25.90	
900616141	008986		01	03/31/2012	510-6057-502.50-08	SHIPPING FEE	27.23	
900635424	008987		01	03/31/2012	510-6057-502.50-08	DAF POLYBLEND	234.57	
						VENDOR TOTAL *	350.60	
0008954	00	SMG SECURITY SYSTEMS, INC						
215338	008860		01	03/31/2012	110-7060-451.30-98	MONITORING ALARM	1,008.00	
						VENDOR TOTAL *	1,008.00	
0010072	00	SNAP-ON INDUSTRIAL						
ARS/10185685	008872		01	03/31/2012	110-6047-512.50-02	TESTER/CHARGER REPAIR	230.00	
						VENDOR TOTAL *	230.00	
0014453	00	SOLID IMPRESSIONS						
30756	008862		01	03/31/2012	110-7060-451.30-52	SPRING CALENDAR/PRINTING/	2,183.11	
						VENDOR TOTAL *	2,183.11	
0000740	00	STANDARD EQPT CO						
C72138	008806		01	03/31/2012	110-6047-512.50-16	PELICAN SWEEPERS PARTS/	5,634.25	
C72360	008807		01	03/31/2012	110-6047-512.50-16	PELICAN SWEEPERS PARTS/	3,517.69	
C72473	008869		01	03/31/2012	110-6047-512.50-16	TRK/PARTS PW110	67.06	
C72508	008870		01	03/31/2012	110-6047-512.50-16	TRK/PARTS PW110	359.72	
C72472	008871		01	03/31/2012	110-6047-512.50-16	TRK/PARTS PW110	252.14	
						VENDOR TOTAL *	9,830.86	
0013332	00	STEVANOVIC, LJUBO						
JAN-DEC 2011	009234		01	03/31/2012	110-0000-313.03-03	UTILITY TAX REBATE	9.12	
JAN-DEC 2011	009235		01	03/31/2012	110-0000-313.01-01	UTILITY TAX REBATE	21.45	
JAN-DEC 2011	009236		01	03/31/2012	110-0000-313.02-02	UTILITY TAX REBATE	17.48	
						VENDOR TOTAL *	48.05	
0006770	00	STI-CO INDUSTRIES INC						
0000112823	009155		01	03/31/2012	110-5030-421.80-06	SET UP NEW VEHICLE/PD-17	62.05	
0000112822	009156		01	03/31/2012	110-6047-512.50-16	ANTENNA/PW119	307.21	
0000112821	009157		01	03/31/2012	110-6047-512.50-16	ANTENNA/PW105	307.21	
						VENDOR TOTAL *	676.47	
0017966	00	STORINO, RAMELLO & DURKIN						
57737	009237		01	03/31/2012	110-0081-415.30-32	PROFESSIONAL SVCS	638.75	
57737	009238		01	03/31/2012	110-0081-415.30-36	PROFESSIONAL SVCS	26,542.90	
57740	009241		01	03/31/2012	110-0081-415.30-36	PROFESSIONAL SVCS	481.25	
57741	009242		01	03/31/2012	110-0081-415.30-36	PROFESSIONAL SVCS	4,092.50	
57665	009243		01	03/31/2012	110-0081-415.30-32	PROFESSIONAL SVCS	1,673.00	
57666	009244		01	03/31/2012	110-0081-415.30-32	PROFESSIONAL SVCS	43.75	
57557	009248		01	03/31/2012	110-0081-415.30-36	PROFESSIONAL SVCS	88.20	
57702	009249		01	03/31/2012	110-0081-415.30-36	PROFESSIONAL SVCS	2,760.00	
57667	009250		01	03/31/2012	110-0081-415.30-32	PROFESSIONAL SVCS	1,068.08	
57755	009251		01	03/31/2012	110-0081-415.30-36	PROFESSIONAL SVCS	134.35	

PREPARED 03/26/2012, 13:16:13  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS  
 CITY

EXPENDITURE APPROVAL LIST  
 AS OF: 03/31/2012 CHECK DATE: 04/05/2012

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
0017966	00	STORINO, RAMELLO & DURKIN						
57668	009252		01	03/31/2012	110-0081-415.30-32	PROFESSIONAL SVCS	232.75	
57743	009245		01	03/31/2012	110-3015-414.30-52	PROFESSIONAL SVCS	262.50	
57744	009246		01	03/31/2012	110-3015-414.30-52	PROFESSIONAL SVCS	218.75	
57745	009247		01	03/31/2012	110-3015-414.30-52	PROFESSIONAL SVCS	218.75	
57738	009239		01	03/31/2012	310-0089-461.30-52	PROFESSIONAL SVCS	2,266.25	
57739	009240		01	03/31/2012	310-0089-461.30-52	PROFESSIONAL SVCS	936.25	
						VENDOR TOTAL *	41,658.03	
0008228	00	SUBURBAN LABORATORIES INC						
16650	008981		01	03/31/2012	510-6051-501.30-33	LAB TESTING	280.00	
16609	009152		01	03/31/2012	510-6057-502.30-33	LAB TESTING	606.00	
						VENDOR TOTAL *	886.00	
0017669	00	SUBURBAN LAW ENFORCEMENT ADMIN PROF						
05/23/2012	009027		01	03/31/2012	110-5030-421.60-11	REGISTRATION	40.00	
						VENDOR TOTAL *	40.00	
0008208	00	SUNSHINE FILTERS OF PINELLAS INC						
106910	008979		01	03/31/2012	510-6057-502.50-08	BLOWER FILTER WRAPS	198.98	
						VENDOR TOTAL *	198.98	
0000525	00	TERRACE SUPPLY CO						
70071820	009154		01	03/31/2012	110-6047-512.50-16	GRINDERS	27.83	
						VENDOR TOTAL *	27.83	
0007683	00	THE TROLLEY CAR & BUS CO						
05/20/2012	009095		01	03/31/2012	110-7060-451.60-65	TROLLEY CAR RENTAL BALANC	495.00	
						VENDOR TOTAL *	495.00	
0020343	00	THOMPSON, KAREN						
1717	008821		01	03/31/2012	110-0000-260.02-00	VEHICLE STICKER REFUND	18.00	
						VENDOR TOTAL *	18.00	
0005942	00	TINNON, JOHN						
5455	009015		01	03/31/2012	110-0000-260.02-00	VEHICLE STICKER REFUND	36.00	
						VENDOR TOTAL *	36.00	
0009514	00	TONE COMMANDER						
53736	008822		01	03/31/2012	110-2008-413.50-25	ISDN PHONES	280.32	
						VENDOR TOTAL *	280.32	
0000536	00	TREE TOWNS REPROGRAPHICS, INC						
0000172881	008863		01	03/31/2012	110-7060-451.30-52	BANNERS	441.75	
0000172880	008864		01	03/31/2012	110-7060-451.60-39	EXHIBIT EXPENSE	70.75	
0000173030	008865		01	03/31/2012	110-7060-451.60-39	EXHIBIT EXPENSE	32.00	
0000173425	009098		01	03/31/2012	110-7060-451.30-52	BANNER/POSTER	248.10	
0000173344	009099		01	03/31/2012	110-7060-451.60-98	DIGITAL BOND	13.20	
						VENDOR TOTAL *	805.80	
0020258	00	TWIST OFFICE PRODS						

PREPARED 03/26/2012, 13:16:13  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS  
 CITY

EXPENDITURE APPROVAL LIST  
 AS OF: 03/31/2012 CHECK DATE: 04/05/2012  
 BANK: 01

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						
0020258	00	TWIST OFFICE PRODS						
345696	008831		01	03/31/2012	110-2008-413.40-73	RETURNED MERCHANDISE	133.99-	
345698	008832		01	03/31/2012	110-2008-413.40-73	RETURNED MERCHANDISE	73.05-	
3455231	009229		01	03/31/2012	110-2008-413.40-73	INK CARTRIDGES/RIBBON	59.96	
3453841	009230		01	03/31/2012	110-2008-413.40-73	TONERS	338.03	
VENDOR TOTAL *							190.95	
0019534	00	UNIFIRST CORP						
081 0780498	008812		01	03/31/2012	110-6041-432.40-62	UNIFORM SUPPLIES	123.23	
081 0782396	009005		01	03/31/2012	110-6041-432.40-62	UNIFORM SUPPLIES	123.22	
081 0784227	009137		01	03/31/2012	110-6041-432.40-62	UNIFORM SUPPLIES	131.59	
081 0780498	008813		01	03/31/2012	510-6052-501.40-62	UNIFORM SUPPLIES	123.22	
081 0782396	009006		01	03/31/2012	510-6052-501.40-62	UNIFORM SUPPLIES	123.23	
081 0784227	009138		01	03/31/2012	510-6052-501.40-62	UNIFORM SUPPLIES	131.60	
VENDOR TOTAL *							756.09	
0015470	00	UNIFORMITY INC						
IN204929	008919		01	03/31/2012	110-4020-422.60-98	UNIFORM SUPPLIES	492.00	
VENDOR TOTAL *							492.00	
0003709	00	UNIQUE PRODUCTS & SERV CORP						
237012	008911		01	03/31/2012	110-6046-418.40-24	SUPPLIES	346.70	
VENDOR TOTAL *							346.70	
0017465	00	UPS SHIPPER 5A30E3						
00005A30E3102	008808		01	03/31/2012	110-2008-413.30-49	SHIPPING FEE	22.90	
00005A30E3102	008809		01	03/31/2012	110-4020-422.30-49	SHIPPING FEE	45.90	
00005A30E3102	008810		01	03/31/2012	110-6040-431.30-49	SHIPPING FEE	6.28	
00005A30E3102	008811		01	03/31/2012	110-6047-512.40-98	SHIPPING FEE	10.48	
VENDOR TOTAL *							85.56	
0000550	00	URICK, EUGENIE						
03/01-03/15/12	008748		01	03/31/2012	110-0086-453.30-52	CATV PROF SVCS	1,072.50	
VENDOR TOTAL *							1,072.50	
0014788	00	VERIZON WIRELESS						
2711775550	009073		01	03/31/2012	110-1001-411.30-75	MONTHLY MOBILE BILL	86.11	
2711775550	009074		01	03/31/2012	110-2007-413.30-75	MONTHLY MOBILE BILL	36.68	
2711775550	009075		01	03/31/2012	110-2008-413.30-75	MONTHLY MOBILE BILL	359.17	
2711775550	009076		01	03/31/2012	110-2008-413.30-98	MONTHLY MOBILE BILL	1,140.30	
2711775550	009071		01	03/31/2012	110-4020-422.30-75	MONTHLY MOBILE BILL	447.85	
2711775550	009072		01	03/31/2012	110-4022-423.30-75	MONTHLY MOBILE BILL	50.39	
2711775550	009078		01	03/31/2012	110-4025-424.30-75	MONTHLY MOBILE BILL	92.30	
2711775550	009077		01	03/31/2012	110-5030-421.30-75	MONTHLY MOBILE BILL	1,367.48	
2711775550	009068		01	03/31/2012	110-6040-431.30-75	MONTHLY MOBILE BILL	889.66	
2711775550	009069		01	03/31/2012	510-6050-501.30-75	MONTHLY MOBILE BILL	284.69	
2711775550	009070		01	03/31/2012	510-6055-502.30-75	MONTHLY MOBILE BILL	604.97	
VENDOR TOTAL *							5,359.60	
0000560	00	VILLA PARK ELECTRICAL SUPPLY						

PREPARED 03/26/2012, 13:16:13  
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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000560	00	VILLA PARK ELECTRICAL SUPPLY						
01788883	008705		01	03/31/2012	110-2008-413.40-31	BREAKERS	3.00	
01788797	008706		01	03/31/2012	110-2008-413.40-31	MINOR EQUIP	61.58	
01787799	008702		01	03/31/2012	110-6044-435.40-98	GFI OUTLETS	38.43	
01787898	008703		01	03/31/2012	110-6044-435.40-98	LIGHT BALLAST	61.76	
01788482	008704		01	03/31/2012	110-6044-435.40-98	DROP CORD OUTLETS	19.62	
01788415	008707		01	03/31/2012	110-6044-435.40-98	ELBOW/ADAPTER/DUCT SEAL	33.60	
						VENDOR TOTAL *	217.99	
0006055	00	VILLAGE OF BENSENVILLE						
193054	008737		01	03/31/2012	110-7060-451.30-98	SCHOOLHOUSE WATER/SEWER	48.57	
						VENDOR TOTAL *	48.57	
0015717	00	WENTWORTH TIRE-BENSENVILLE						
411788	008868		01	03/31/2012	110-6047-512.50-20	TIRES/PW100	134.70	
						VENDOR TOTAL *	134.70	
0010416	00	WEST SUBURBAN LIVING MAGAZINE						
2012	008861		01	03/31/2012	110-7060-451.60-51	SUBSCRIPTION	12.00	
						VENDOR TOTAL *	12.00	
0000576	00	WEST SUBURBAN OP, INC.						
127588	009226		01	03/31/2012	110-2008-413.40-73	INK CARTRIDGE	16.95	
127946	009020		01	03/31/2012	110-5030-421.40-33	SUPPLIES	171.79	
127936	008916		01	03/31/2012	110-7060-451.40-33	LABELS/POST CARDS	48.98	
						VENDOR TOTAL *	237.72	
0004668	00	WEST TOWN REFRIGERATION						
107663	008758		01	03/31/2012	110-5030-421.30-98	MONTHLY MAINT FEE	525.00	
108384	008759		01	03/31/2012	110-5030-421.30-98	MONTHLY MAINT FEE	525.00	
872370	008760		01	03/31/2012	110-5030-421.50-01	POST INSPECTION PARTS	264.73	
						VENDOR TOTAL *	1,314.73	
0015020	00	WHITE KNIGHT DETAIL						
4120	008867		01	03/31/2012	110-6047-512.50-02	DETAILING SVCS/PD-6	90.00	
4164	009153		01	03/31/2012	110-6047-512.50-16	TRUNK CLEANING/PD-11	40.00	
						VENDOR TOTAL *	130.00	
0010931	00	WORLD FUEL SERVICES						
466913	008725		01	03/31/2012	110-6047-512.40-19	GASOLINE	24,527.02	
						VENDOR TOTAL *	24,527.02	
0020336	00	WRIGHT, SHEILA A						
26326	008721		01	03/31/2012	110-0000-316.00-00	TRANSFER STAMP REFUND	435.00	
						VENDOR TOTAL *	435.00	
0005485	00	WROBLE, STEVE						
03/15/2012	008918		01	03/31/2012	110-4020-422.60-98	EXPENSE REIMBURSEMENT	400.00	
						VENDOR TOTAL *	400.00	
0000585	00	ZIEBELL WATER SERVICE PRODUCTS						

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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000585	00	ZIEBELL WATER SERVICE PRODUCTS						
215619-000	009039		01	03/31/2012	110-6041-432.40-53	TOOLS	142.00	
215572-000	009004		01	03/31/2012	510-6052-501.50-12	MAINS	437.95	
						VENDOR TOTAL *	579.95	
0009183	00	303 TAXI						
19439	008659		01	03/31/2012	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	4,491.90	
19439	008660		01	03/31/2012	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	165.00	
						VENDOR TOTAL *	4,656.90	
						HAND ISSUED TOTAL ***		8,865.00
						TOTAL EXPENDITURES ****	808,954.95	8,865.00
						*****		817,819.95
					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 14, 2012

To: Members of the City Council

Re: Appointment to the Commission on Youth – Sarah Lagesse

With your advice and consent, I will appoint Ms. Sarah Lagesse as a member to the Commission on Youth for a term expiring on April 30, 2014. She will be replacing the position held by Ms. Erica Brady representing the Elmhurst Park District as a Commission on Youth member.

Respectfully yours,

Peter P. DiCianni III  
Mayor

/ds  
Attachment

**Copies To All  
Elected Officials**  
03-15-12  
03-29-12



**CITY OF ELMHURST**  
**209 NORTH YORK STREET**  
**ELMHURST, ILLINOIS 60126-2759**  
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MAYOR  
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CITY CLERK  
**DAVID DYER**  
CITY TREASURER  
**JAMES A. GRABOWSKI**  
CITY MANAGER

March 26, 2012

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

**RE:** Supplemental Highway Authority Agreement – 260 N. York

The Public Works and Buildings Committee met on Monday, March 26, 2012 to review a request from Mr. Chuck Pauli, owner of Pauli's Service, Inc, that the City enter into a Tiered Approach Authority Agreement (TACO) with regard to the York Street right-of-way adjacent to the gas station at 260 North York Street.

A Tiered Approach to Corrective Action Objectives (TACO) Agreement is intended, among other things to, insure that a physical barrier such as roadway pavement cover the contaminated soil to prevent contact with the environment and humans. The Agreement does not oblige the City to forever maintain the pavement in the York Street right-of-way nor would it prevent maintenance on the roadway or utilities lying within the right-of-way; the City would merely need to provide notice to those firms and their employees who might be exposed to the contaminated soil if such work is performed. Any removal of contaminated soil would be at the expense of Mr. Pauli and not the City. The Illinois Brownfields Law allows for sites that have undergone environmental remediation and analysis due to underground storage tank leakage to enter into Agreement with the local highway authority when the contamination has migrated from the property to a public right-of-way; doing so avoids the need to excavate and remove the contaminated soils and to replace the pavement.

The Agreement also provides 1) that the City is to be held harmless for any future problems associated with the contaminated soil and 2) that should a court determine that the City has breached the Agreement, the amount of damages recoverable is limited to \$5,000.00.

The original Highway Authority Agreement and this Supplemental Agreement are entered into by the Highway Authority in recognition of laws passed by the General Assembly and regulations adopted by the Pollution Control Board that encourage a tiered approach to remediating environmental contamination.

**cc: P.W. and  
Bldg. Comm.**  
3/22/2012

Copies To All  
Elected Officials  
3-29-12

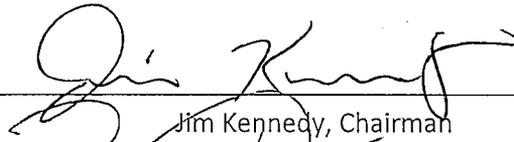
TO: Mayor DiCianni and Members of the City Council  
RE: Supplemental Highway Authority Agreement – 260 N. York

The City Attorney has reviewed the Highway Authority Agreement and Supplemental Agreement. The Agreement attached is the same or similar to prior such Agreements entered into by the City. The Agreement is not effective until approved by the Illinois EPA.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the City enter into the Supplemental Highway Authority Agreement with Mr. Pauli in the form attached to this report and that the City Attorney be directed to prepare a Resolution approving such Agreement.

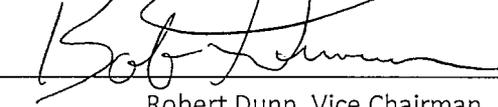
Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE



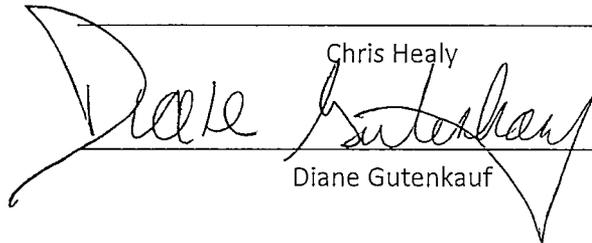
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Jim Kennedy, Chairman



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Robert Dunn, Vice Chairman



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Chris Healy

Diane Gutenkauf



**SUPPLEMENTAL HIGHWAY AUTHORITY AGREEMENT**

This Supplemental Highway Authority Agreement (“Supplemental Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between Pauli's Service, Inc. (“Pauli's”), as owner or operator of underground storage tank(s) (“Owner/Operator”), and the City of Elmhurst, Illinois (“Highway Authority”), and modifies the Highway Authority Agreement entered into between the parties on \_\_\_\_\_, 2012.

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

2. Owner/Operator stipulates:

a. Owner/Operator is pursuing corrective action of the right-of-way located adjacent to 260 North York Street, Elmhurst, Illinois (the “Site”).

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

c. The Illinois Emergency Management Agency has assigned incident number 20040998 to the releases at the Site.

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

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

3. The Highway Authority stipulates that it holds the Right-of-Way in trust for the public and has jurisdiction over the right-of-way.

4. The parties stipulate that:

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

b. This Supplemental Agreement shall be null and void should the IEPA not approve the Highway Authority Agreement or should the Highway Authority Agreement not be referenced in the "No Further Remediation" letter for incident number 20040998.

5. As the pavement in the Right-of Way may be considered an engineered barrier, the Owner/Operator agrees to reimburse the Highway Authority for maintenance activities requested by Owner/Operator, in writing, in order to maintain the pavement in the Right-of-Way as a barrier. Except for ordinary maintenance consistent with that performed by the Highway Authority on other Highway Authority highways, the Highway Authority does not agree to

perform maintenance of the Right-of-Way, nor does it agree that the Right-of-Way will always remain a Highway Authority highway, or that it will maintain the Right-of-Way as an engineered barrier.

6. The Owner/Operator agrees to indemnify and hold harmless the Highway Authority, its agents officials and employees and other firms or entities using the Right-of-Way and the City's contractors and/or employees of such contractors for all obligations asserted against or costs incurred by them, including attorney's fees and court costs associated with the release of Contaminants from the Site by the Owner/Operator. The Highway Authority shall exercise due diligence to provide Owner/Operator with notice within thirty (30) working days of receiving a claim, provided however, that the Highway Authority's failure to do so will not invalidate this Section. The Highway Authority will provide the Owner/Operator an opportunity to defend such claim(s) provided that both the City and Owner/Operator shall have the right to approve legal counsel for such defense.

7. As an additional consideration, Owner/Operator hereby agrees to reimburse the Highway Authority for the reasonable costs it has incurred or shall incur in protecting human health and the environment, including, but not limited to, identifying, investigating, handling, storing and disposing of contaminated soil and groundwater in the Right-of-Way as a result of the release of Contaminants at the Site by the Owner/Operator.

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

9. This Supplemental Agreement shall continue in effect from the date of this Supplemental Agreement until the Right-of-Way is demonstrated to be suitable for unrestricted use and there is no longer a need for a Highway Authority Agreement for incident number 20040998, and the IEPA has, upon written request to the IEPA by the Owner/Operator and notice to the Highway Authority, amended the notice in the chain of title of the Site to reflect unencumbered future use of that highway Right-of-Way.

10. This Supplemental Agreement is in settlement of claims the Highway Authority may have arising from the release of Contaminants into the Right-of-Way associated with incident number 20040998.

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

The Owner/Operator shall reimburse the actual costs incurred by the Highway Authority or others in so identifying, investigating, removing, storing, handling or disposing of contaminated soil and/or groundwater, and it shall not be a defense for Owner/Operator that those costs were not consistent with or required by Board or United States Environmental Protection Agency regulations, guidelines or policies.

Prior to incurring any such costs, and unless there is an urgent reason otherwise, the City shall first give Owner/Operator thirty (30) days notice and an opportunity to remove or dispose of contaminated soil and/or groundwater, at Owner/Operator's costs, to the extent necessary for the Work. Such removal and disposal shall be in accordance with all applicable laws and regulations. Failure to give this opportunity to Owner/Operator shall not be a defense to a claim for reimbursement or that the work should not have been done. There is a rebuttable presumption that the contamination found in the Right-of-Way arose from the release of Contaminants at the Site. Should Owner/Operator not reimburse the costs identified here, this Agreement shall be null and void in addition to such other remedies as may be available to the Highway Authority by law.

12. Written notice required by this Supplemental Agreement shall be mailed to the following; if to Owner/Operator: Pauli's Service, Inc., 260 N. York Street, Elmhurst, IL 60126, and if to Highway Authority: City of Elmhurst, 209 N. York Street, Elmhurst, IL 60126.

13. No violation of a permit by a third party shall constitute a breach of this Agreement by the Highway Authority. Owner/Operator also agrees that its personnel, if any, at the Site will exercise due diligence in notifying those accessing contaminated soil in the Right-of-Way of their rights and responsibilities under this Agreement.

14. Should the Highway Authority breach the Highway Authority Agreement or this Supplemental Agreement, Owner/Operator's sole remedy is an action for damages in the Circuit Court of DuPage County. Any and all claims for damages against the Highway Authority, its agents, contractors, employees or its successors in interest or others under permit from the Highway Authority arising at any time are limited to an aggregate maximum of Five Thousand Dollars (5,000.00). No other breach by the Highway Authority, its agents, contractors,

employees and its successors in interest of a provision of the Highway Authority Agreement or this Supplemental Agreement is actionable in either law or equity by Owner/Operator against the Highway Authority, and Owner/Operator hereby releases the Highway Authority, its agents, contractors, employees and its successors in interest for any cause of action it may have against them, other than as allowed in this paragraph, arising under the Highway Authority Agreement, this Supplemental Agreement, or environmental laws, regulations or common law governing the contaminated soil or groundwater in the highway Right-of-Way. Should the Highway Authority convey, vacate or transfer jurisdiction of the highway Right-of-Way, Owner/Operator may pursue an action under the Highway Authority Agreement or this Supplemental Agreement against the successors in interest, other than the Highway Authority, any of its departments, or State agency, in a court of law.

15. The Highway Authority Agreement and this Supplemental Agreement are entered into by the Highway Authority in recognition of laws passed by the General Assembly and regulations adopted by the Pollution Control Board that encourage a tiered-approach to remediating environmental contamination. The Highway Authority Agreement and this Supplemental Agreement are entered into by the Highway Authority in the spirit of those laws and under its rights and obligations as property owner. Should any provisions of the Highway Authority Agreement or this Supplemental Agreement be struck down as beyond the authority of the Highway Authority, this Supplemental Agreement shall be null and void.

16. The Highway Authority further agrees to limit access by itself and others to soil within the Right-of-Way Exceeding Tier 1 residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair,

maintain and operate a highway upon the Right-of-Way, or allow others to do the same by permit. In addition, the Highway Authority, and others using or working in the Right-of-Way under permit, have the right to remove soil or groundwater from the Right-of-Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right-of-Way, and make all existing permits for work in the Right-of-Way, subject to the following or a substantially similar condition:

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

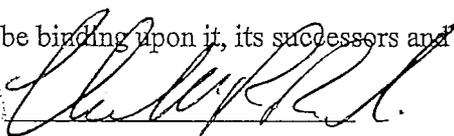
IN WITNESS WHEREOF, the Highway Authority has caused this Supplemental Highway Authority Agreement to be signed by its Mayor, a duly authorized representative, and be binding upon it, its successors and assigns.

City of Elmhurst, Illinois

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

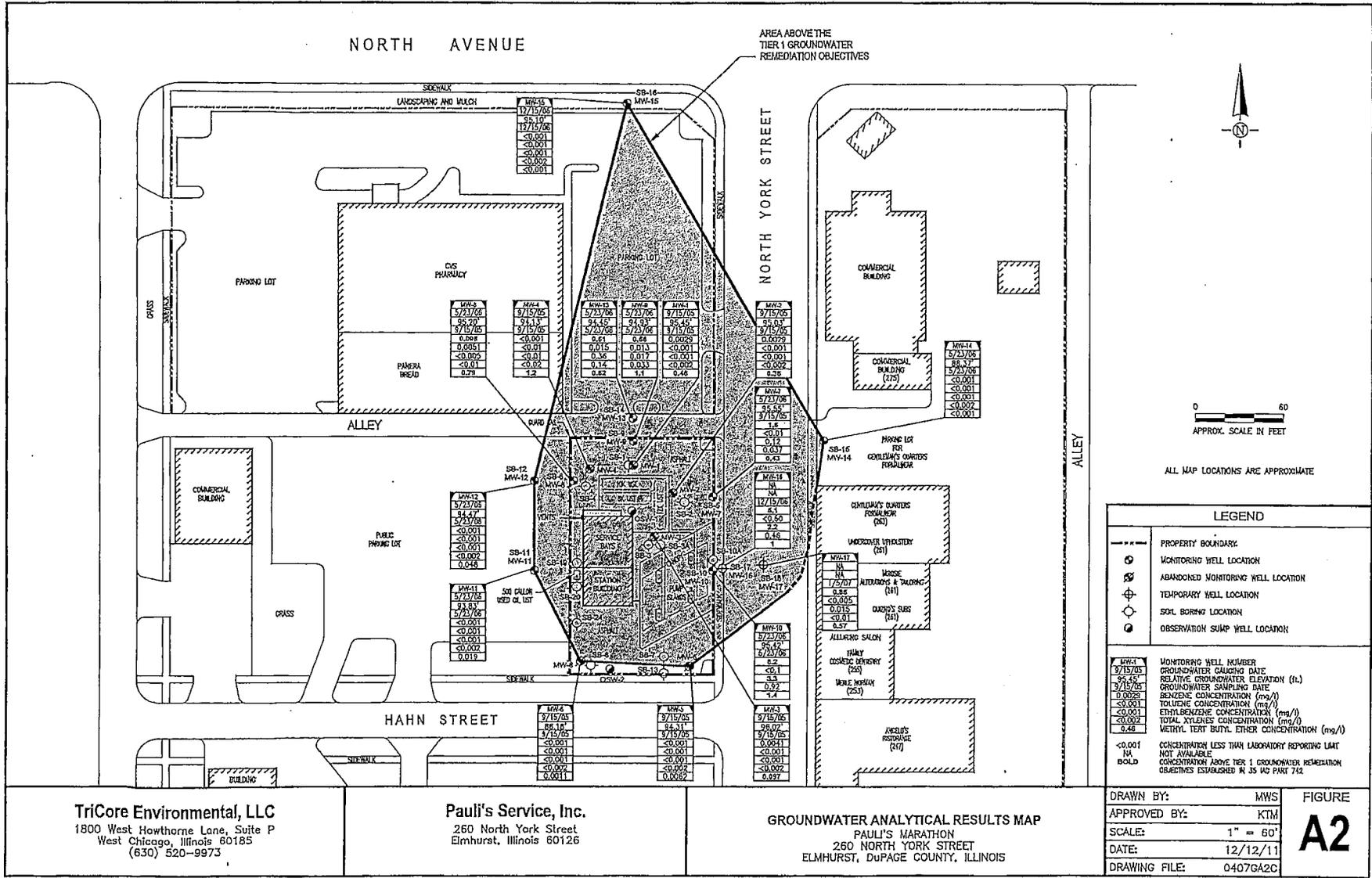
DATE: \_\_\_\_\_

IN WITNESS WHEREOF, Owner/Operator, Pauli's Service, Inc., has caused this Supplemental Highway Authority Agreement to be signed by its duly authorized representative, and be binding upon it, its successors and assigns.

BY:   
(Printed) CHARLES R. PAULI  
Its: PARTNER

DATE: 3-15-12



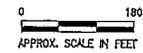


**TriCore Environmental, LLC**  
1800 West Hawthorne Lane, Suite P  
West Chicago, Illinois 60185  
(630) 520-9973

**Pauli's Service, Inc.**  
260 North York Street  
Elmhurst, Illinois 60126

DRAWN BY: MWS  
APPROVED BY: KTM  
SCALE: 1" = 60'  
DATE: 12/12/11  
DRAWING FILE: 0407GA2C

FIGURE  
**A2**



ALL MAP LOCATIONS ARE APPROXIMATE

**LEGEND**

	PROPERTY BOUNDARY
	MONITORING WELL LOCATION
	TEMPORARY WELL LOCATION
	SOIL BORING LOCATION

**TriCore Environmental, LLC**  
 1800 West Hawthorne Lane, Suite P  
 West Chicago, Illinois 60185  
 (630) 520-9973

**Pauli's Service, Inc.**  
 260 North York Street  
 Elmhurst, Illinois 60126

**SOURCE DIMENSIONS USED FOR THE RBCA EQUATIONS**  
**- SOIL LEACHING (MTBE)**  
 PAULI'S MARATHON  
 260 NORTH YORK STREET  
 ELMHURST, DuPAGE COUNTY, ILLINOIS

DRAWN BY:	MWS
APPROVED BY:	MC
SCALE:	1" = 180'
DATE:	11/29/11
DRAWING FILE:	0407RBCAS2D

EXHIBIT  
**A2**

EXHIBIT B1

Soil Analytical Results - BTEX and MTBE

Paul's Marathon  
260 North York Street  
Elmhurst, DuPage County, Illinois 60126

Tier 1 Exposure Routes				COCs and Tier 1 Soil Remediation Objectives				
				Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Total Xylenes (mg/kg)	MTBE (mg/kg)
SCGIER - Class I Groundwater				0.03	12	13	150	0.32
SCGIER - Class II Groundwater				0.17	29	19	150	0.32
Ingestion - Residential				12	16,000	7,800	16,000	780
Ingestion - Construction Worker				2,300	410,000	20,000	41,000	2,000
Inhalation - Residential				0.8	650	400	320	8,800
Inhalation - Construction Worker				2.2	42	58	5.6	140
Soil Saturation Limit				870	650	400	320	8,800
Sample ID	Date Sampled	Sample Depth (feet/BIS)	IPID Reading (ppm)					
SB-1	31-Aug-05	4-5	584	1.3	2.8	2.8	4.4	0.21
SB-2	31-Aug-05	5-7	980	2.6	0.34	16	6.5	0.19
SB-3	31-Aug-05	3-5	410	0.76	<0.12	0.76	0.51	<0.12
SB-4	31-Aug-05	4-5	682	0.41	0.92	0.7	1.46	0.21
SB-5/MW-7	31-Aug-05	4-5	669	0.93	0.14	5.2	0.7	0.096
SB-6/MW-8	31-Aug-05	2-3	1.3	<0.025	<0.062	<0.062	<0.12	<0.062
SB-7	14-Mar-06	5-7.5	110	1.4	0.28	1.2	0.55	0.38
SB-8	14-Mar-06	5-7.5	19.7	<0.024	<0.059	<0.059	<0.12	<0.059
SB-9/MW-9	14-Mar-06	4-5	747	2.2	0.32	1.2	1.62	0.46
SB-10/MW-10	14-Mar-06	4-5	843	1.7	0.3	19	4.48	<0.16
SB-11/MW-11	14-Mar-06	7.5-10	0.1	<0.024	<0.059	<0.059	<0.12	<0.059
SB-12/MW-12	14-Mar-06	3-4	0.1	<0.026	<0.064	<0.064	<0.13	<0.064
SB-13	14-Mar-06	4-5	8.6	<0.024	<0.059	<0.059	<0.12	<0.059
SB-14/MW-13	9-May-06	3-4	838	<0.034	1.4	30	1.45	<0.63
SB-15/MW-14	9-May-06	5-7.5	1.2	<0.026	<0.064	<0.064	<0.13	<0.064
SB-16/MW-15	15-Dec-06	7-8	1.7	<0.024	<0.059	<0.059	<0.12	<0.059
SB-17/MW-16	15-Dec-06	5-7	988	11	<0.25	2.6	0.55	0.45
SB-18/MW-17	5-Jan-07	8-10	30.3	0.026	<0.057	<0.057	<0.11	0.19
SB-3A	9-Apr-07	10-12	7.3	<0.023	<0.057	<0.057	<0.11	<0.057
SB-3A	9-Apr-07	14-16	58.6	<0.023	<0.058	<0.058	<0.12	<0.058
SB-10A	9-Apr-07	10-12	12.1	0.91	<0.061	0.2	0.826	0.68
SB-19	9-Apr-07	8-8.4	13.8	<0.0004	<0.00048	<0.00037	<0.0014	0.00064
SB-20	9-Apr-07	6-8	6.8	<0.0004	<0.00048	<0.00037	<0.0014	0.00058
SB-21	7-Sep-07	4-5	985	<0.12	<0.13	2.9	0.72	0.27
SB-22	7-Sep-07	1-3	103	0.031	<0.059	<0.059	<0.12	0.11
SB-22	7-Sep-07	4-5	32.4	<0.025	<0.062	<0.062	<0.12	0.068
SB-23	7-Sep-07	2-3	39.4	<0.022	<0.056	<0.056	<0.11	<0.056
SB-23	7-Sep-07	4-5	8.6	<0.023	<0.058	<0.058	<0.12	<0.058
SB-25	27-Aug-09	4-6	2081	0.706	0.969	4.88	0.56	0.364
SB-26	27-Aug-09	4-6	1952	0.882	0.249	6.48	0.815	0.0801
SB-27	27-Aug-09	4-6	2151	0.0604	0.0262	0.099	0.145	0.0393
SB-28	27-Aug-09	2-4	10.1	<0.0036	<0.0081	<0.0048	0.0128	0.0183
NW1	31-Oct-11	4-5	35.2	<0.0122	<0.0486	<0.0486	<0.0973	<0.0486
NW2	31-Oct-11	4-5	73.6	<0.0757	<0.0508	<0.0508	<0.102	<0.0508
NW3	31-Oct-11	4-5	75.3	<0.012	<0.048	<0.048	<0.0959	<0.048
WW1	31-Oct-11	4-5	48.9	<0.0129	<0.0514	<0.0514	<0.103	<0.0514
WW2	1-Nov-11	4-5	1.3	<0.0149	<0.0598	<0.0598	<0.12	<0.0598
NW2A	1-Nov-11	4-5	5.6	<0.0122	<0.049	<0.049	<0.0979	<0.049
SW4	1-Nov-11	4-5	1130	<0.0487	<0.0625	<0.0625	<0.125	<0.0625
SW2	1-Nov-11	4-5	1035	0.515	<0.0278	0.655	0.611	0.0357J
SW3	1-Nov-11	4-5	1456	0.428	<0.0362	3.23	0.707	0.0552J
SW4	2-Nov-11	4-5	220.6	<0.0045	<0.0147	0.0943	0.113J	<0.0141

EXHIBIT B1

Soil Analytical Results - BTEX and MTBE

Pauli's Marathon  
260 North York Street  
Elmhurst, DuPage County, Illinois 60126

Tier 1 Exposure Routes				COCs and Tier 1 Soil Remediation Objectives				
				Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Total Xylenes (mg/kg)	MTBE (mg/kg)
SCGIER - Class I Groundwater				0.03	12	13	150	0.32
SCGIER - Class II Groundwater				0.17	29	19	150	0.32
Ingestion - Residential				12	16,000	7,800	16,000	780
Ingestion - Construction Worker				2,300	410,000	20,000	41,000	2,000
Inhalation - Residential				0.8	650	400	320	8,800
Inhalation - Construction Worker				2.2	42	58	5.6	140
Soil Saturation Limit				870	650	400	320	8,800
Sample ID	Date Sampled	Sample Depth (feet/bls)	PID Reading (ppm)					
EW1	2-Nov-11	4-5	919	<0.0045	<0.0147	<0.0102	<0.0327	<0.014
EW2	2-Nov-11	4-5	796.9	0.0103J	<0.0143	0.177	0.109J	<0.0136
EW3	2-Nov-11	4-5	1.8	<0.0181	<0.0595	0.534	0.822	<0.0568
SW1A	2-Nov-11	4-5	5.5	<0.0108	<0.0433	<0.0433	<0.0866	<0.0433

Notes:

- 1) PID = photolionization detector; COCs = constituents of concern
- 2) bls = below land surface; mg/kg = milligrams per kilogram; ppm = parts per million
- 3) <0.065 = concentration less than the laboratory reporting limit
- 4) SCGIER = soil component of the groundwater ingestion exposure route
- 5) **Bold** indicates a concentration above the Tier 1 soil remediation objective(s) established in 35 Illinois Administrative Code Part 742
- 6) The soil samples were analyzed for benzene, toluene, ethylbenzene, and total xylenes (BTEX) and methyl tert-butyl ether (MTBE) using United States Environmental Protection Agency Method 8021 or 8260
- 7) Shaded = sample was excavated

EXHIBIT B2

Groundwater Elevation and Analytical Results

Paul's Marathon  
260 North York Street  
Elmhurst, DuPage County, Illinois 60126

Tier 1 Exposure Routes						COCs and Groundwater Remediation Objectives				
						Benzene (mg/L)	Toluene (mg/L)	Ethylbenzene (mg/L)	Total Xylenes (mg/L)	MTBE (mg/L)
GCGIER - Class I Groundwater						0.005	1	0.7	10	0.07
GCGIER - Class II Groundwater						0.025	2.5	1	10	0.07
Sample ID	Date Sampled	Reference Elevation (feet)	Static Depth to Product (feet below TOC)	Static Depth to Water (feet below TOC)	Groundwater Elevation (feet)					
MW-1	17-Jul-04			2.79						
MW-1	20-Jul-04			2.84						
MW-1	16-Aug-04			3.37						
MW-1	15-Sep-05	98.69		3.245	95.45	0.0029	<0.001	<0.001	<0.002	0.46
MW-2	17-Jul-04			4.77						
MW-2	20-Jul-04			3.81						
MW-2	16-Aug-04			4.09						
MW-2	15-Sep-05	99.35		4.32	95.03	0.0029	<0.001	<0.001	<0.002	0.36
MW-3	17-Jul-04			4.78						
MW-3	20-Jul-04			3.85						
MW-3	16-Aug-04			4.16						
MW-3	15-Sep-05	100.00		3.98	96.02	0.0041	<0.001	<0.001	<0.002	0.097
MW-4	17-Jul-04			3.92						
MW-4	15-Sep-05	98.63		4.80	94.13	<0.001	<0.01	<0.01	<0.02	1.2
MW-5	17-Jul-04			5.82						
MW-5	15-Sep-05	99.47		5.18	94.31	<0.001	<0.001	<0.001	<0.002	0.0062
MW-6	15-Sep-05	99.15		12.97	86.18	<0.001	<0.001	<0.001	<0.002	0.0011
MW-7	15-Sep-05	98.74		3.43	95.31	1.8	<0.01	0.12	0.037	0.43
MW-7	23-May-06	98.74		3.19	95.55					
MW-8	15-Sep-05	98.76		4.18	94.58	0.088	0.0051	<0.005	<0.01	0.79
MW-8	23-May-06	98.76		3.56	95.20					
MW-9	23-May-06	98.75		3.82	94.93	0.68	0.013	0.017	0.033	1.1
MW-10	23-May-06	99.14		3.72	95.42	8.2	<0.1	3.3	0.92	1.4
MW-11	23-May-06	97.75		3.92	93.83	<0.001	<0.001	<0.001	<0.002	0.019
MW-12	23-May-06	97.76		3.29	94.47	<0.001	<0.001	<0.001	<0.002	0.048
MW-13	23-May-06	98.30		3.85	94.45	0.81	0.015	0.38	0.14	0.62
MW-14	23-May-06	99.14		10.77	88.37	<0.001	<0.001	<0.001	<0.002	<0.001
MW-15	15-Dec-06	99.31		4.21	95.10	<0.001	<0.001	<0.001	<0.002	<0.001
MW-16	15-Dec-06					5.1	<0.50	2.2	0.46	1
MW-17	5-Jan-07					0.86	<0.005	0.015	<0.01	0.57

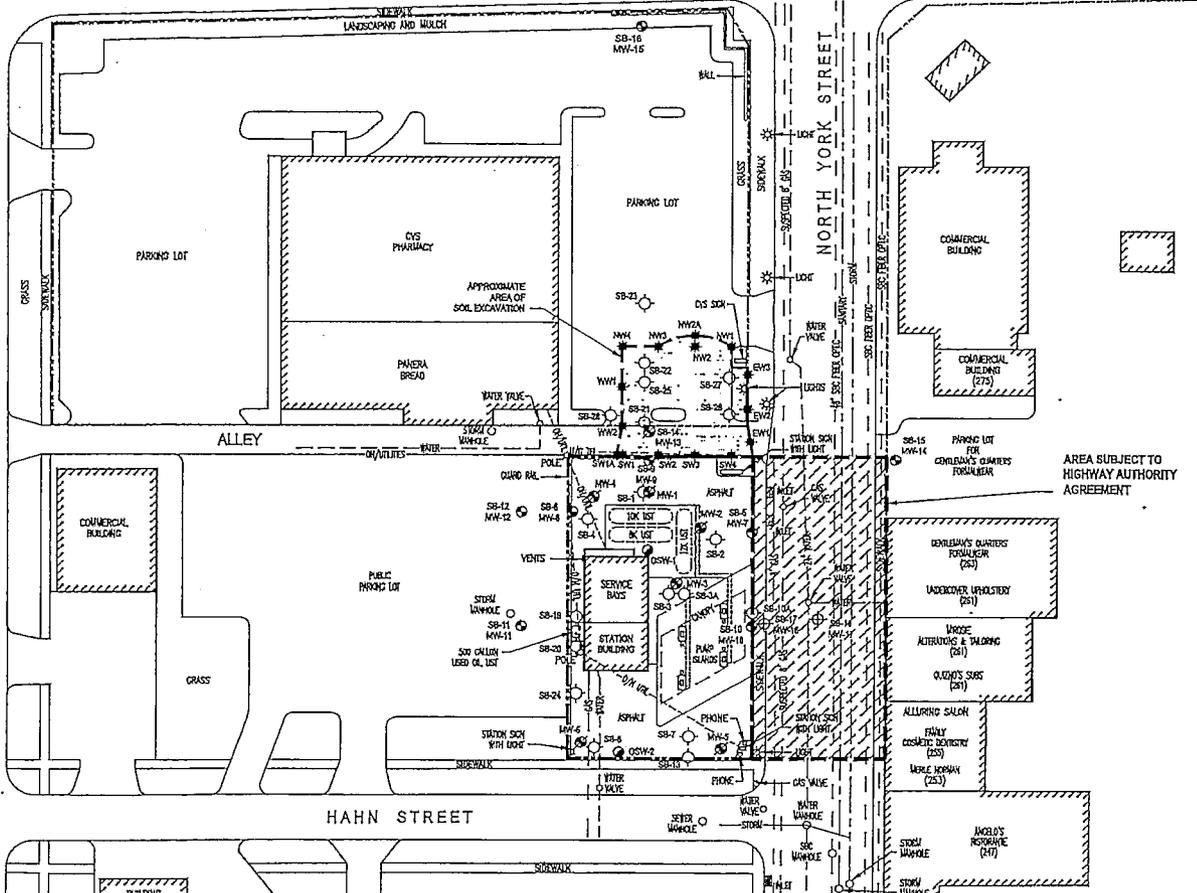
Notes:

- 1) GCGIER = groundwater component of the groundwater Ingestion exposure route
- 2) mg/L = milligrams per Liter
- 3) <0.005 = concentration less than the laboratory reporting limit
- 4) TOC = top-of-casing; COCs = constituents of concern
- 5) Bold indicates a concentration above the Tier 1 groundwater remediation objective(s) established in 35 Illinois Administrative Code Part 742
- 6) All groundwater samples were analyzed for benzene, toluene, ethylbenzene, and total xylenes and methyl tert-butyl ether (MTBE) using United States Environmental Protection Agency Method 8021B
- 7) Shading = not applicable
- 8) Groundwater elevations are relative to a site specific datum of 100 feet

NORTH AVENUE

NORTH YORK STREET

HAHN STREET



0 60  
APPROX. SCALE IN FEET

ALL MAP LOCATIONS ARE APPROXIMATE

LEGEND	
	PROPERTY BOUNDARY
	AREA SUBJECT TO HIGHWAY AUTHORITY AGREEMENT
	MONITORING WELL LOCATION
	ABANDONED MONITORING WELL LOCATION
	TEMPORARY WELL LOCATION
	SOIL BORING LOCATION
	OBSERVATION SUMP WELL LOCATION
	SOIL SAMPLE LOCATION

**TriCore Environmental, LLC**  
1800 West Hawthorne Lane, Suite P  
West Chicago, Illinois 60185  
(630) 520-9973

**Pauli's Service, Inc.**  
260 North York Street  
Elmhurst, Illinois 60126

**AREA SUBJECT TO HIGHWAY AUTHORITY AGREEMENT**  
PAULI'S MARATHON  
260 NORTH YORK STREET  
ELMHURST, DuPAGE COUNTY, ILLINOIS

DRAWN BY: MWS  
APPROVED BY: KTM  
SCALE: 1" = 60'  
DATE: 12/3/11  
DRAWING FILE: 0407HAA1

EXHIBIT  
**C**

**EXHIBIT D**

**HIGHWAY AUTHORITY AGREEMENT**

## HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2012 pursuant to 35 Ill. Adm. Code 742.1020 by and between the (1) Pauli's Service, Inc. ("Owner/Operator") and the (2) City of Elmhurst ("Highway Authority"), collectively known as the "Parties."

**WHEREAS**, Pauli's Service, Inc. is the owner or operator of one or more leaking underground storage tanks presently or formerly located at 260 N. York Street, Elmhurst, Illinois 60126 ("the Site");

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

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

**WHEREAS**, the Owner/Operator is conducting corrective action in response to the Release(s);

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

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

1. The recitals set forth above are incorporated by reference as if fully set forth herein.
2. The Illinois Emergency Management Agency has assigned incident number(s) 20040998 to the Release(s).
3. Attached as Exhibit A is a scaled map(s) prepared by the Owner/Operator that shows the Site and surrounding area and delineates the current and estimated future extent of soil and groundwater contamination above the applicable Tier 1 residential remediation objectives as a result of the Release(s).
4. Attached as Exhibit B is a table(s) prepared by the Owner/Operator that lists each contaminant of concern that exceeds its Tier 1 residential remediation objective, its Tier 1 residential remediation objective and its concentrations within the zone where Tier 1 residential remediation objectives are exceeded. The locations of the concentrations listed in Exhibit B are identified on the map(s) in Exhibit A.

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

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

10. This agreement shall be referenced in the Agency's no further remediation determination issued for the Release(s).
11. The Agency shall be notified of any transfer of jurisdiction over the Right-of-Way at least 30 days prior to the date the transfer takes effect. This agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this agreement as if the transferee were an original party to this agreement. The transferee's agreement to be bound by the terms of this agreement shall be memorialized at the time of transfer in a writing ("Rider") that references this Highway Authority Agreement and is signed by the Highway Authority, or subsequent transferor, and the transferee.

12. This agreement shall become effective on the date the Agency issues a no further remediation determination for the Release(s). It shall remain effective until the Right-of-Way is demonstrated to be suitable for unrestricted use and the Agency issues a new no further remediation determination to reflect there is no longer a need for this agreement, or until the agreement is otherwise terminated or voided.
13. In addition to any other remedies that may be available, the Agency may bring suit to enforce the terms of this agreement or may, in its sole discretion, declare this agreement null and void if any of the Parties or any transferee violates any term of this agreement. The Parties or transferee shall be notified in writing of any such declaration.
14. This agreement shall be null and void if a court of competent jurisdiction strikes down any part or provision of the agreement.
15. This agreement supersedes any prior written or oral agreements or understandings between the Parties on the subject matter addressed herein. It may be altered, modified or amended only upon the written consent and agreement of the Parties.
16. Any notices or other correspondence regarding this agreement shall be sent to the Parties at following addresses:

Manager, Division of Remediation Management  
Bureau of Land  
Illinois Environmental Protection Agency  
P.O. Box 19276  
Springfield, IL 62974-9276

Owner/Operator  
Pauli's Service, Inc.  
Mr. Chuck Pauli  
260 N. York Street  
Elmhurst, IL 60126

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

IN WITNESS WHEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives.

City of Elmhurst

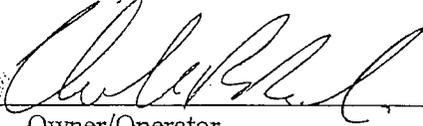
Date: \_\_\_\_\_

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

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

Pauli's Service, Inc.

Date: 3-15-12

By:  \_\_\_\_\_  
Owner/Operator



# 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 26, 2012

To: Mayor DiCianni and Members of the City Council

RE: Fuel Contract Purchase Order

The Public Works and Buildings Committee met on Monday, March 26, 2012 to discuss a proposed contract for purchase of unleaded gasoline and bio-diesel fuel. The City of Elmhurst currently purchases gasoline and bio-diesel fuel by participating in the joint purchase option on the DuPage County gasoline and bio-diesel fuel bid. As part of the bid packet, County Board Resolution IR-084-76 included the opportunity for other taxing bodies in the county to participate in the joint purchase of the materials.

In April of 2012 DuPage County bid (bid #17828) and awarded a one year contract for the purchase of gasoline and bio-diesel fuel to Heritage FS Inc., the low bidder.

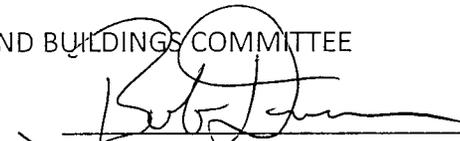
The specifications used in the preparation of the sealed bids are based on the OPIS (Oil Price Information Service) prices, which are the benchmark prices used by the world to buy and sell U.S. gasoline, diesel, ethanol, bio-diesel, LP-gas, jet fuel, crude, propane and kerosene. The price from the low bidder, Heritage FS Inc. of Wilmington, IL., for gasoline is the OPIS price plus \$.015/gal and for bio-diesel is the OPIS price minus \$.015/gal.

It is, therefore, the recommendation of the Public Works and Buildings Committee that a purchase order be completed for the Fiscal Year 2012/13 for the purchase of unleaded gasoline and bio-diesel fuel from Heritage FS Inc. in accordance with the DuPage County specifications and bids.

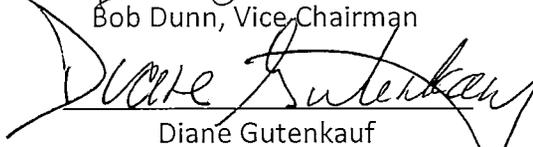
Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE

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

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

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

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

Copies To All  
Elected Officials  
3-29-12

cc: P.W. and  
Bldg. Comm.  
3-22-12



# DU PAGE COUNTY ILLINOIS

PROCUREMENT SERVICES DIVISION  
 421 NORTH COUNTY FARM ROAD  
 WHEATON, IL 60187-3978  
 Phone: 630-407-6200  
 Fax: 630-407-6201

## PURCHASE ORDER

This number must appear on all packing slips, shipping documents, packages and invoices.

**A17828**

Page Number  
1 of 2

Purchase Order Date  
03/14/2012

This order is subject to the terms and conditions set forth herein and on the reverse side and acceptance of this order constitutes acceptance of all of the terms and conditions. Any supplemental terms and conditions shall prevail in the event of a conflict between the Purchase Order General Terms and Conditions and any supplemental terms and conditions.

Supplier: 01501002  
 HERITAGE FS INC,  
 18251 W COMMERCIAL  
 WILMINGTON IL 60481  
  
 Phone: 815-476-2118  
 Fax: 815-476-2119

Bill to: DIVISION OF TRANSPORTATION  
 KATHLEEN BLACK  
 180 N. COUNTY FARM RD  
 WHEATON  
 IL 60187  
  
 Phone: 630-407-6930  
 Fax: 630-407-6962

Remit to: HERITAGE FS INC  
 P O BOX 339  
 GILMAN IL  
 60938-0339  
  
 12-026

Ship to: DIVISION OF TRANSPORTATION  
 CHUCK CURCIO/FLEET MAINTENANCE  
 180 N. COUNTY FARM RD  
 WHEATON  
 IL 60187  
  
 Phone: 630-407-6930  
 Fax: 630-407-6962

Terms	F.O.B.	Delivery Required By	Requested By	Requisition No.
NET 30 DAYS	WHEATON, IL	BLANKET	DARCIE GARZA	17828

LN	Quantity	Description	Account Code	Unit Price	Extension
1	BLANKET	FY 12 ENCUMBRANCE	12-41-226-2263-2160	0.00 /EACH	1,000,000.00
2	BLANKET	FY 13 ENCUMBRANCE	13-41-226-2263-2160	0.00 /EACH	400,000.00
PER LOWEST RESPONSIBLE BID #12-026, WHICH IS ATTACHED AND MADE APART HEREOF. THIS CONTRACT IS SUBJECT TO THREE (3) ADDITIONAL ONE (1) YEAR RENEWALS.  Continued on next page...					

**APPROVALS:**

KARIN M. KIETZMAN, 02/22/2012  
 JOHN A. MENEHINI, 02/22/2012  
 TRANSPORTATION COMMITTEE, 03/06/2012  
 FINANCE COMMITTEE, 03/13/2012  
 COUNTY BOARD, 03/13/2012

KARIN M. KIETZMAN  
 630-407-6181

RESOLUTION #: DTP-010-12

**PROCUREMENT**



# DU PAGE COUNTY ILLINOIS

PROCUREMENT SERVICES DIVISION  
 421 NORTH COUNTY FARM ROAD  
 WHEATON, IL 60187-3978  
 Phone: 630-407-6200  
 Fax: 630-407-6201

## PURCHASE ORDER

This number must appear on all packing slips, shipping documents, packages and invoices.

**A17828**

Page Number  
2 of 2

Purchase Order Date  
03/14/2012

This order is subject to the terms and conditions set forth herein and on the reverse side and acceptance of this order constitutes acceptance of all of the terms and conditions. Any supplemental terms and conditions shall prevail in the event of a conflict between the Purchase Order General Terms and Conditions and any supplemental terms and conditions.

**Supplier:** 01501002  
 HERITAGE FS INC.  
 18251 W COMMERCIAL  
 WILMINGTON IL 60481  
  
 Phone: 815-476-2118  
 Fax: 815-476-2119

**Bill to:** DIVISION OF TRANSPORTATION  
 KATHLEEN BLACK  
 180 N. COUNTY FARM RD  
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**Remit to:** HERITAGE FS INC  
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 12-026

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 CHUCK CURCIO/FLEET MAINTENANCE  
 180 N. COUNTY FARM RD  
 WHEATON  
 IL 60187  
  
 Phone: 630-407-6930  
 Fax: 630-407-6962

Terms	F.O.B.	Delivery Required By	Requested By	Requisition No.
NET 30 DAYS	WHEATON, IL			

LN	Quantity	Description	Account Code	Unit Price	Extension
<b>Total:</b>					<b>1,400,000.00</b>

APPROVALS:

NONE

RESOLUTION #: DTP-010-12

KARIN M. KIETZMAN  
 630-407-6181

PROCUREMENT

COUNTY OF DU PAGE, ILLINOIS

SPECIAL CONDITIONS

ACCURACY DISCLAIMER:

The Contractor shall thoroughly acquaint himself with the sites for the proposed bid to fully understand the facilities, difficulties and restrictions attending to the execution of the bid. The Contractor will be allowed no additional compensation for his failure to be so informed.

INSPECTIONS:

The County reserves the right to visit and inspect the premises and operation of any Contractor.

JOINT PURCHASING:

OTHER TAXING BODIES: Based on County Board Resolution IR-084-76.

Would your firm be willing to extend your bid to other taxing bodies in DuPage County such as school districts, townships, cities and villages, etc.? The approximate quantity usage is unknown.

YES X NO \_\_\_\_\_

State any other requirements that they would have to meet beyond that of our Bid invitation and specification.

We are required to know if the bids are for  
truckwagon or transport.

NOTE: The County of DuPage would not be involved in purchasing by any other taxing body other than to receive a copy of their purchase order that would reference the County of DuPage contract number. The invoicing and payments would be entirely between the other taxing bodies and the Contractor. If the County of DuPage accepts this bid, the procedure to handle joint purchases would be developed by the County of DuPage with the Contractor and distributed to the taxing bodies by the County of DuPage.

MEETINGS:

PRE-AWARD: Bidder may be required to attend a pre-award meeting for clarifications, demonstrations, presentations and the liker this meeting will be set

QUANTITIES:

The County of DuPage reserves the right to increase or decrease the quantities shown herein at any time during the life of the contract to correspond to the actual needs of the County of DuPage.

RELATED PURCHASES:

In the event items are purchased within the same category than specifically itemized in the specification, the price subtracted from or added to the Opis low indicated on your bid for that type of fuel shall apply.

RENEWAL & EXTENSION:

The contract may be subject to three (3) additional twelve (12) month renewal periods provided there is no change in the terms, conditions, specifications, and prices and provided that such renewals are mutually agreed to by both parties. In no event shall the term plus renewals exceed four (4) years.

SERVICE:

Location of nearest service facility must be stated below:

Plainfield, Illinois

A condition of the bid is that a representative of the successful Contractor, make weekly calls to the County of DuPage office in order to lend his professional advice regarding ways that County of DuPage can reduce cost, such as by suggesting items and brands that represent better dollar value. Representatives must be available

**COUNTY OF DU PAGE, ILLINOIS**

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to consult with various County of DuPage Departments regarding their requirements to review and expedite all back orders.

**SUBCONTRACTORS:**

No Subcontractors shall be used.

**THIRD PARTY AGREEMENT:**

The County shall not enter into a third party rental agreement and reserves the right to disqualify a vendor so bidding.

**VENDOR QUALIFICATIONS:**

Vendor will provide a general history, description and status of their Company.

**END OF SPECIAL CONDITIONS**

**COUNTY OF DU PAGE, ILLINOIS**

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**BID AWARD CRITERIA:**

This bid will be awarded to the lowest responsive, responsible bidder meeting specifications based upon the total lump sum bid amount.

Where unit prices are requested, the quantities stated are approximate only but will be used to determine bid award (see PREPARATION OF BIDS section).

**BID PRICING:**

- 1.) Brand Bid FS / Hewmark
- 2.) First Contact Person Jon Stokes
- Second Contact Person Tom Gross
- 3.) Price subtracted from or added to the Opis **LOW** published price list on date of delivery:

**UNLEADED GASOLINE:**

Minus - \_\_\_\_\_ **OR** Plus + .015  
 (U. S. dollars and/or cents only) (U. S. dollars and/or cents only)  
 per U.S. gallon per U.S. gallon

ESTIMATED USAGE	FIGURE TO BE ADDED TO OR SUBTRACTED FROM OPIS LOW	EXTENDED COST ADJUSTMENT (USAGE X MARK UP OR MARK DOWN)
445,000 GALLONS	\$ .015	\$ 6675.00

**DIESEL FUELS: (INCLUDING BIODIESEL)**

Minus - \_\_\_\_\_ **OR** Plus + .015  
 (U. S. dollars and/or cents only) (U. S. dollars and/or cents only)  
 per U.S. gallon per U.S. gallon

ESTIMATED USAGE	FIGURE TO BE ADDED TO OR SUBTRACTED FROM OPIS LOW	EXTENDED COST ADJUSTMENT (USAGE X MARK UP OR MARK DOWN)
162,000 GALLONS	\$ .015	\$ 2430.00

COUNTY OF DU PAGE, ILLINOIS

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The above bid price shall be inserted as U. S. currency only, and shall be subtracted from or added to the low for the day of the Opis Chicago Rack Base Published Price on the day of delivery. These figures shall be applicable for purchases of all types of gasoline and diesel fuels.

UNLEADED GASOLINE EXTENDED COST ADJUSTMENT	\$ 6675.00
DIESEL FUEL EXTENDED COST ADJUSTMENT	\$ 2430.00
TOTAL MARK UP / DISCOUNT COST ADJUSTMENT	\$ 9105.00

**COUNTY OF DU PAGE, ILLINOIS**

**BID FORM  
PROCUREMENT SERVICES DIVISION  
BID #12-026  
GASOLINE AND DIESEL FUEL TO VARIOUS DUPAGE COUNTY LOCATIONS**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	<i>Heritage FS, Inc.</i>
Main Business Address	<i>18251 West Commercial</i>
City, State, Zip Code	<i>Wilmington, IL 60481</i>
Telephone Number	<i>815-476-2118</i>
Fax Number	<i>815-476-2119</i>
Bid Contact Person	<i>Jon Holzer</i>
Email Address	<i>J.Holzer@HeritageFS.com</i>

TO: The DuPage County Procurement Services Division

The undersigned certifies that he is:

- the Owner/Sole Proprietor     
  a Member of the Partnership     
  an Officer of the Corporation     
  a Member of the Joint Venture

herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

*Gary Boekirnsen*  
(President or Partner)

*Ron Bork*  
(Vice-President or Partner)

*Rodger Koehn*  
(Secretary or Partner)

*Richard Nelson*  
(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ issued thereto;

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, bid rigging or bid-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.



# 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 26, 2012

To: Mayor DiCianni and Members of the City Council

RE: Rejection of Bids, Elmhurst Municipal Building Flat Roof Replacement

The Public Works and Buildings Committee met on Monday, March 26, 2012, to discuss bids received for the removal and replacement of the existing upper level flat roof at the Elmhurst Municipal Building, 209 N. York St., Elmhurst, IL.

A legal ad appeared in the press and Invitations to Bid were sent to eight contractors. Plans and specifications were made available at the Clerk's Counter. Bids for the replacement of the existing upper level flat roof were opened on Tuesday, March 13, 2012. Bids were received from four contractors. All bidders included a bid bond. A tally of the bids follows:

<u>Contractor</u>	<u>Bid Price</u>
Nations Roof North, Waukesha, WI	242,490.00
CSR Roofing, Oak Park, IL	246,442.00
DCG Roofing, Des Plaines, IL	325,900.00
Feze Roofing, Elmhurst, IL	358,000.00

Work bid included the removal of the existing membrane roof and the existing insulation, installation of new R20 insulation, and the installation of a built up tar and gravel roof. Also included is the replacement of the existing skylights.

Funds have been provided in the amount of \$216,000 for the replacement of the roof in the 2011/12 budget in account number Acct. 110-6046-418-80-23. As bid, the project is \$26,490 over budget.

Copies To All  
Elected Officials  
3-29-12

cc: P.W. and  
Bldg. Comm.

3-22-12

Page 2

To: Mayor DiCianni and Members of the City Council

RE: Rejection of Bids, Elmhurst Municipal Building Flat Roof Replacement

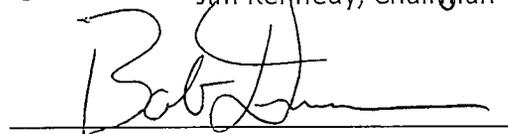
The bids were discussed with several bidders and the engineer on the job. Reasons for the bids exceeding the budgeted amount include the inclusion of the replacement of the skylights in the bid package (necessary due to the condition of the plexiglass that the skylights are made of) and the increase in the cost of the asphalt product due to the increase in oil prices. The existing modified bitumen roof received maintenance repairs and sealcoating in 2006, and is not currently leaking.

Therefore it is the recommendation of the Public Works and Buildings Committee that the bids for the removal and replacement of the existing upper flat roof at the Elmhurst Municipal Building, 209 N. York, be rejected and that the project be budgeted for FY 2013/14.

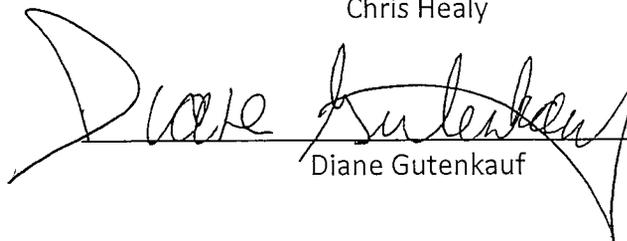
Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE

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

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

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

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



# 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 26, 2012

TO: Mayor DiCianni and Members of the City Council

RE: **Route 83 & 3<sup>rd</sup> Street Lift Station Replacement Project - Engineering Proposal**

The Public Works and Buildings Committee met on Monday, March 26, 2012 to review the Request for Qualifications (RFQ) proposal from Robinson Engineering to provide engineering and design services for the replacement of the Rte. 83 & 3<sup>rd</sup> sanitary lift station.

The lift station was constructed in 1972 and is located under the north bound driving lanes of Route 83. The sanitary lift station serves a population of approximately 250 homes and is approaching 40 years of operation.

The new sanitary lift station will consist of dry-pit submersible pumps with a new control system. The new lift station will be relocated out of the Rt. 83 right of way onto City property. The new facility will contain an above ground prefabricated building which will contain the new control system.

This project also includes the installation of a new stand by generator and automatic transfer switch. Currently this sanitary lift station does not have a back up power source and a portable generator must be transported to the site and hooked up during power outages. In addition there is a stormwater lift station located at 3<sup>rd</sup> Street and Bonnie Brae Avenue. This lift station also lacks back up power. The generator being installed as part of the Rte. 83 and 3<sup>rd</sup> Street Lift Station project will be able to power both stations simultaneously during a power outage.

The selection committee followed the Qualifications-Based Selection procedures established by the Local Government Professional Services Selection Act (50 ILCS 510/0.01-510/7). Public notice was provided in the local press and eight packets were submitted from engineering firms of which two were interviewed. The firms interviewed are listed below:

- Robinson Engineering, South Holland, IL
- Burke Engineering, Rosemont, IL

Copies To All  
Elected Officials

03/29/2012

Page 2

TO: Mayor DiCianni and Members of the City Council

RE: **Route 83 & 3rd Street Lift Station Replacement Project – Engineering Proposal**

Each firm was evaluated and ranked based on related project experience, ability and capacity to perform the work, key personnel committed to the project, grasp of the requirements, methods and management approach to be used, and ability to meet the required time schedule. The firm selected as the most qualified is Robinson Engineering, South Holland, IL. Robinson Engineering's proposal is a fee not to exceed of \$48,000.

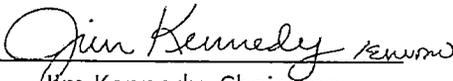
Robinson submitted superior qualifications including similar projects for other government operated facilities at Merrillville IN, Romeoville, Olympia Fields, Bridgeview and Hazel Crest. Robinson received the highest performance reviews from their previous clients. The proposal from Robinson is attached.

Funding for engineering has been provided in the FY 2011/12 budget in the amount of \$60,000 in account number 510-6056-502-80-18. Construction is planned for 2012.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the proposal from Robinson Engineering to provide professional services for engineering and design services be accepted.

Respectfully Submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE

  
Jim Kennedy, Chairman

  
Robert Dunn, Vice Chairman

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

  
Diane Gutenkauf



Steve Zehner P.E. LEED-AP  
Direct Line: (815) 412-2011  
Email: [szehner@reltd.com](mailto:szehner@reltd.com)

March 13, 2012

Mr. Daniel Rosenwinkel  
Superintendent Water/ Wastewater  
City of Elmhurst  
209 North York  
Elmhurst, Illinois 60126

**RE: Proposal for Professional Engineering Services  
Sanitary lift Station Relocation**

Dear Mr. Rosenwinkel:

Robinson Engineering, Ltd. (REL) is pleased to present this proposal to perform professional engineering services related to the relocation of the Route 83 & Third Street Sanitary Lift Station. Included in the relocation design will be a small prefabricated building to house a control center and switching gear for a natural gas powered engine generator which will provide power for this sanitary lift station as well as the nearby storm water pumping station.

Robinson Engineering, Ltd. appreciates this opportunity to participate in a project that is important to the City of Elmhurst. We take great pride in partnering with our clients to achieve their goals and sincerely appreciate the opportunity to offer our expertise and dedication on this project.

Included in this proposal are the following: Project Overview, Scope of Services, Schedule and Estimated Fee. Our Standard Terms and Conditions are also enclosed and should be considered as an integral part of this proposal.

**1. PROJECT OVERVIEW**

The existing Sanitary Lift Station is located under the north bound driving lanes of Route 83 and is accessible by closing at least one of the lanes. The actual access is immediately east of the eastern most driving lane.

The sanitary lift station serves a population of approximately 250 homes and was constructed in the early 1960's. During the construction of Route 83 it was envisioned that the station would be replaced in the near future. Lift stations constructed during that period were forecast to have a 20 year life-span; the City has certainly maximized its value, as this installation is almost 50 years old.

The Sanitary Lift Station consists of a two pump system and two barrels with an offset chamber that allows connection and servicing. The Sanitary Lift Station is beyond its expected service life and difficult to perform routine service, as well as hazardous to replace pumps because a two lift process is required, whereby one person is required to remain in the upper barrel of the station to guide the equipment through the offset chamber.

The project will consist of a new sanitary lift station located on the property adjacent to the existing station. As the area is not likely to be further developed, the new sanitary lift station will be sized similar to the existing one. The new sanitary lift station will consist of dry-pit submersible pumps and a single barrel, control systems and switch gear located in a prefabricated building with a natural gas fired engine generator. The force main will be connected to the existing force main fairly close to the proposed sanitary lift station location immediately east of the driving lanes of Route 83.

Dry-pit submersible pumps deliver higher degrees of reliable operation and require less maintenance than dry-pit pumps. Flooding in sanitary lift stations is not problematic and these pumps operate for sustained periods of time thus minimizing clogging. Submersible dry-pit pumps are less likely to cause accidents since they are submerged below the waterline and the motor is cooled by the effluent.

A new prefabricated building will contain a new control system and switch gear for both this station and the nearby storm water pumping station. The electrical service for the storm water pumping station will be routed through this building to allow for the use of the new gas fired engine generator providing power during times of COMED electrical outages. The service to the existing sanitary lift station may need to be upgraded to accommodate the additional load.

## **2. SCOPE OF SERVICES**

### **A. Project Initiation and Organization Meeting**

Our first step will be to lead a project initiation meeting to establish a firm foundation for clarifying the key objectives, timeframes and budgetary constraints established by the City. This initial meeting will (a) confirm the focus and scope of the project; (b) confirm project schedules, work items and priorities; and (c) identify key project liaisons and establish communication protocols between the City and Robinson Engineering. While the general scope of the project is well understood, we will verify equipment preferences/philosophies regarding the sanitary lift station proper, including variable speed drives, stand-by generators, and the enclosed building structures that may affect the final design. Successful project implementation will require not only the proper technical engineering expertise and experience, but also pro-active communications to ensure that the City's needs are met.

### **B. Verify Existing Conditions & Update Previous Data**

Site investigations will be performed to develop the topographic information needed for the Sanitary Lift Station force main installation, as well as subsequent force main connections. We ask that the City provide the necessary staff to expose the top of the existing force main so that its location can definitively identified on the plans. The utilization of staff for this task will result in thousands of dollars in savings on retaining an outside excavation service to expose this pipe.

### **C. Preparation of Engineering Plans and Specifications**

Review of existing plans and other supporting documents will require minimal time since many of the relevant documents have already been reviewed in order to prepare this proposal.

Required site visits will be necessary to obtain survey information for the sanitary lift station and electrical service/ controls for the Graue Storm Water Pumping Station.

A survey will be performed at the proposed site to map out the topography and begin to identify potential utility conflicts. The drawings produced from this survey work will enable preliminary design of the gravity sewer, sanitary lift station and force main relocation to commence. It is our understanding that the City owns the necessary property and easements to locate the new sanitary lift station as well as the properties needed for the relocation of the power to the Graue storm water pumping station. Utility information will also be requested and processed for the area to identify potential utility conflicts. In addition, REL will coordinate with IDOT to determine the right-of-way limits along State Route 83.

Considering the potential required easements and licenses, factoring in possible utility conflicts, and assessing the available right-of-way boundaries, a proposed routing of the sanitary sewer and the force main will be selected and presented to staff for review.

Following initial sizing of the proposed natural gas fired engine generator we will contact NICOR to verify that natural gas is feasible at this location. In the event that natural gas is not feasible we will propose an alternate of a diesel oil powered engine generator.

The size of this project will require adherence to NPDES Phase II regulations. REL's established knowledge of stormwater compliance standards will allow Elmhurst to maintain its current high level of environmental stewardship through the incorporation of Best Management Practices (BMP) in the construction documents that will protect the City's environmental resources.

A preliminary construction cost estimate will be prepared for the preliminary design based on the detailed information and current market conditions to produce an accurate preliminary cost estimate for presentation to the City.

REL will compile the preliminary design documents into a submittal package for City staff review. REL will then meet with the City staff to receive comments on the preliminary design, and will make any necessary revisions prior to beginning the final design.

Final engineering plans, construction specifications, bidding/contract documents and cost estimates will be prepared. Final plans will be of the highest possible quality, and include all necessary details necessary to construct the project. Pre-final plans will be provided to City staff for review and comment and REL will incorporate relevant comments into final construction documents released for bidding. REL will then manage the bid process, attend the bid opening, review and tabulate the bids received, and recommend a construction contract award to the appropriate bidder for the City to consider. Please note that the cost for publishing the advertisement for bids would be assumed by the City.

#### **D. Regulatory Agency Coordination & Permitting**

Permitting and coordination will be required with the Illinois Department of Transportation for work along US Route 83, the Illinois Environmental Protection Agency and Illinois Historic Preservation Agency for a Water Pollution Control permit, the DuPage County Department of Economic Development and Planning (DECP).

None of these are anticipated to present extraordinarily difficult issues, and all should be processed within typical review periods. We will prepare and transmit the necessary applications, exhibits, plans/specifications and administrative items for the necessary permits on behalf of the City; any permit fees related to various permits would be paid by the City.

#### 4. ENGINEERING FEES

In accordance with our understanding and experience on similar projects, we've estimated the time associated with performing the preliminary engineering items in the Scope of Services outlined above, and propose to perform these services for a lump sum of \$48,000. Engineering costs will not exceed this total fee without prior authorization. Please note that soils investigation costs and construction engineering fees for shop drawing reviews, staking/layout and construction observation are not included within this proposal; if the City desires these services we can draft a separate proposal for the construction phase when that scope of work is finalized.

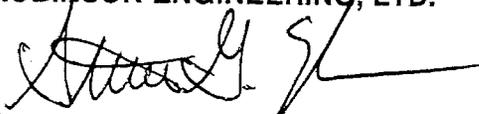
#### 5. STANDARD TERMS AND CONDITIONS

A copy of our firm's Standard Terms and Conditions are attached hereto and incorporated herein into this proposal. We will commence work immediately upon your authorization to proceed.

Please indicate your acceptance of this proposal by signing both copies and returning one to my attention, and retaining the other for your records. Feel free to call or email me with any questions regarding this proposal or if any additional information is needed. We again thank you for the opportunity to submit this proposal for your consideration, and look forward to working with you on this important project.

Very truly yours,

**ROBINSON ENGINEERING, LTD.**



Steven G. Zehner, PE, LEED-AP  
Senior Project Manager

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

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

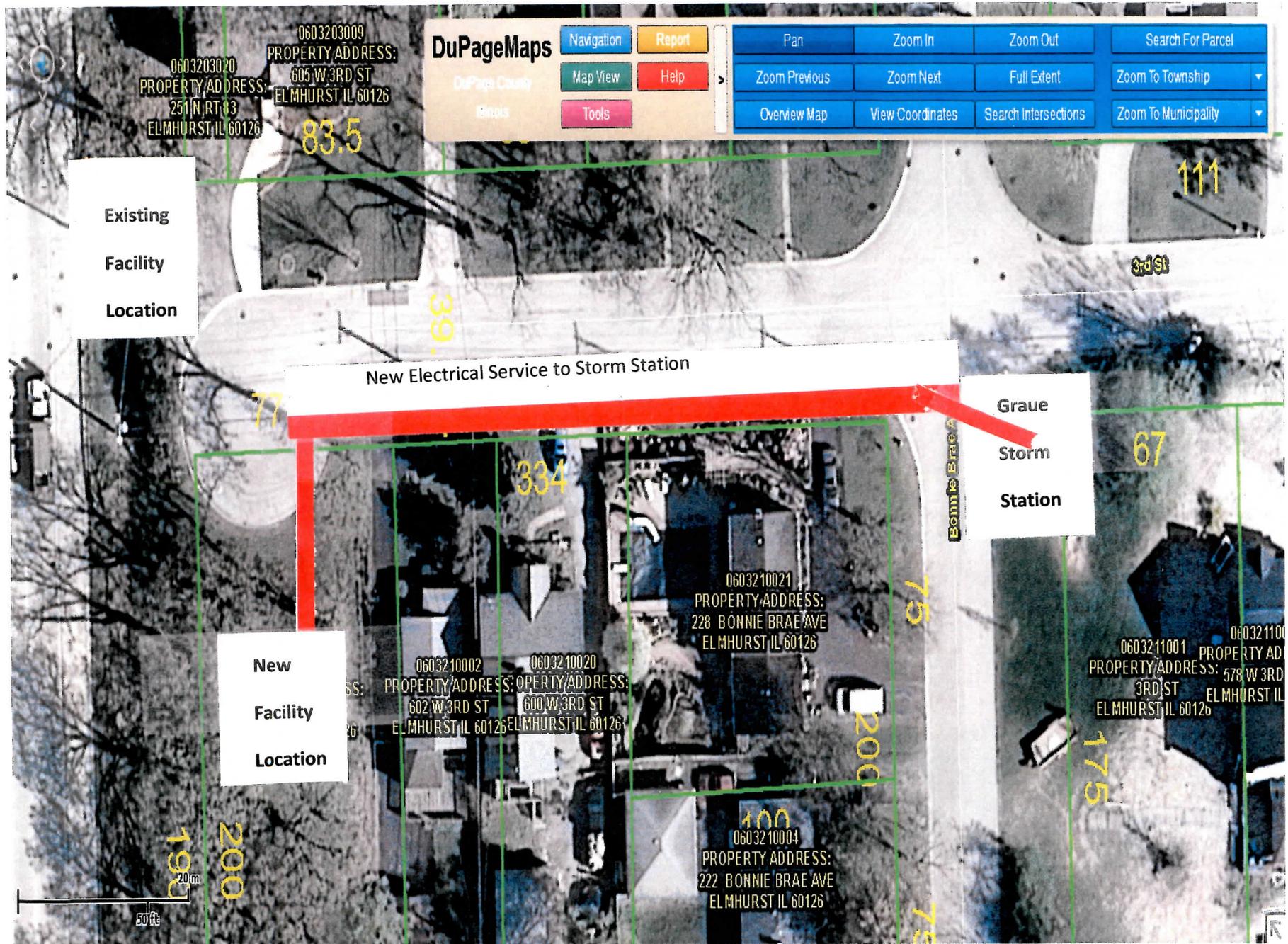
\_\_\_\_\_  
Printed Name, Title

ROBINSON ENGINEERING, LTD ("REL")

STANDARD TERMS AND CONDITIONS

1. **CONTRACT** – These Standard Terms and Conditions and the accompanying Proposal constitute the full and complete Agreement of the parties and may be amended, added to, superseded, or waived only if both parties specifically define in writing an official Amendment.
2. **STANDARD OF CARE** – The standard of care for all professional engineering, survey or related services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services
3. **CHANGES IN SCOPE** – Unless the accompanying Proposal provides otherwise, the proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.
4. **DELAYS** – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.
5. **SUSPENSION & TERMINATION** – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.  

Client shall remain liable for, and shall promptly pay REL for all services rendered to the date of suspension/termination of services.
6. **RIGHT OF ENTRY** – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work.
7. **OPINION OF PROBABLE COSTS** - REL's opinions of probable Construction Cost are to be made on the basis of REL's experience and qualifications and represent REL's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since REL has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by REL.
8. **REUSE OF PROJECT DELIVERABLES** - All design documents prepared or furnished by REL are instruments of service, and REL retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed or sealed by REL or one of its Consultants.
9. **RELIANCE** – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.
10. **RELATIONSHIP WITH CONTRACTORS** – REL shall not at any time supervise, direct, or have control over any contractor's work, nor shall REL have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. REL neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work
11. **LIMITATION OF LIABILITY** – To the fullest extent permitted by law, Client and REL waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, including the Mayor, Aldermen and Alderwomen, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Work, and Client agrees the total liability, in the aggregate, of Engineer to Client shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Client's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal).
12. **INSURANCE** – REL will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal and REL's business requirements. Certificates of Insurance naming City as additional insured with a clause stating that such insurance shall not be cancelled except upon 30 days written notice will be provided by REL.
13. **INDEMNIFICATION** – To the fullest extent permitted by law, REL shall indemnify and hold harmless from and against loss, liability, and damages sustained by Client, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the negligent acts, errors, or omissions of REL, its agents or employees.
14. **MUTUAL WAIVER** – To the fullest extent permitted by law, Client and REL waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Work.
15. **GOVERNING LAW** – The validity, construction and interpretation of this agreement shall be governed by the laws of the State of Illinois without regard to the conflict of law provisions. The Parties hereto irrevocably agree that all actions or proceedings in any way, manner or respect arising out of or from or related to this Agreement shall be litigated in the Circuit Court, 12<sup>th</sup> Judicial Circuit, Will County, Illinois. Each Party hereby consents and submits to personal jurisdiction in the State of Illinois and waives any right such Party may have to transfer the venue of any such action or proceeding.
16. **NON-ENFORCEMENT** – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
17. **ASSIGNMENT** – A party can assign its rights or obligations only with the express written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.
18. **SURVIVAL** – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
19. **THIRD PARTIES** - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.
20. **SEVERABILITY** - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
21. **STATUTE OF LIMITATIONS** – to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.





# 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 26, 2011

To: Mayor DiCianni and Members of the City Council

Re: Annie Ryan Fun Run 2012 - Temporary Use and Event Permit Request

The Public Affairs and Safety Committee met on March 26, 2012 to discuss the request from the Annie Ryan Fun Run committee to host the 13<sup>th</sup> Annual Annie Ryan 5K Run/Walk and 1-mile dash on Sunday, May 20, 2012. A representative from the Annie Ryan Fun Run committee was available to answer the Committee's questions.

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

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

All City Departments have reviewed and approved this request.

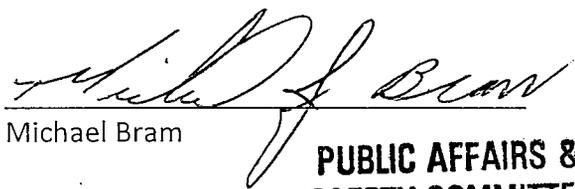
Attached are details from the applicant regarding this special event. Temporary uses of this type are addressed in Section 4.10, Temporary Uses and Events, of the Elmhurst Zoning Ordinance.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Council approve the request from the Annie Ryan Fun Run committee to hold the 13<sup>th</sup> Annual Annie Ryan 5K Run/Walk and 1-mile dash on Sunday, May 20, 2012, commencing at 9:00 a.m.

Respectfully submitted,  
Public Affairs and Safety Committee

  
Patrick Wagner, Chairman

  
Paula Pezza, Vice Chairman

  
Michael Bram

**PUBLIC AFFAIRS &  
SAFETY COMMITTEE**

3/22/2012

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



# 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 26, 2012

To: Mayor DiCianni and Members of the City Council

RE: Stop Sign Request - First and Oak Streets

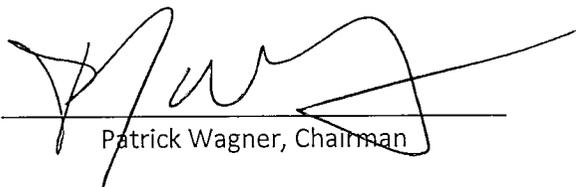
The Public Affairs and Safety Committee met on March 26, 2012 to discuss the status of the above referenced request for Stop Signs at the intersection of First and Oak Streets.

In response to a request from Mr. Tom McKenna, developer of the property at the northwest corner of First and Oak Streets, the City's traffic consultant, Brent Coulter of Coulter Transportation Consulting, performed an intersection review. Mr. Coulter also evaluated the proposed development plans to incorporate any potential impacts to intersection traffic and sight distance.

Based on sight distance criteria set forth in the technical paper, "Proposed Warrants for Low Volume Intersection Traffic Control" and the potential for additional vehicular and pedestrian traffic due to the new development, stop control is recommended on the southbound Oak Street approach to First Street. Mr. Coulter also recommends modification of the sidewalk alignment, as shown in the attached report, to allow southbound vehicles to stop behind pedestrians crossing Oak Street. The proposed sidewalk re-alignment was incorporated into the approved development plans and is being constructed by T.E. McKenna Builders as a part of their project.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the appropriate ordinance be drafted and adopted by the City Council to install stop signs at the intersection of First and Oak Streets.

Respectfully submitted,  
Public Affairs and Safety Committee



Patrick Wagner, Chairman



Paula Pezza, Vice Chairman

Michael Bram

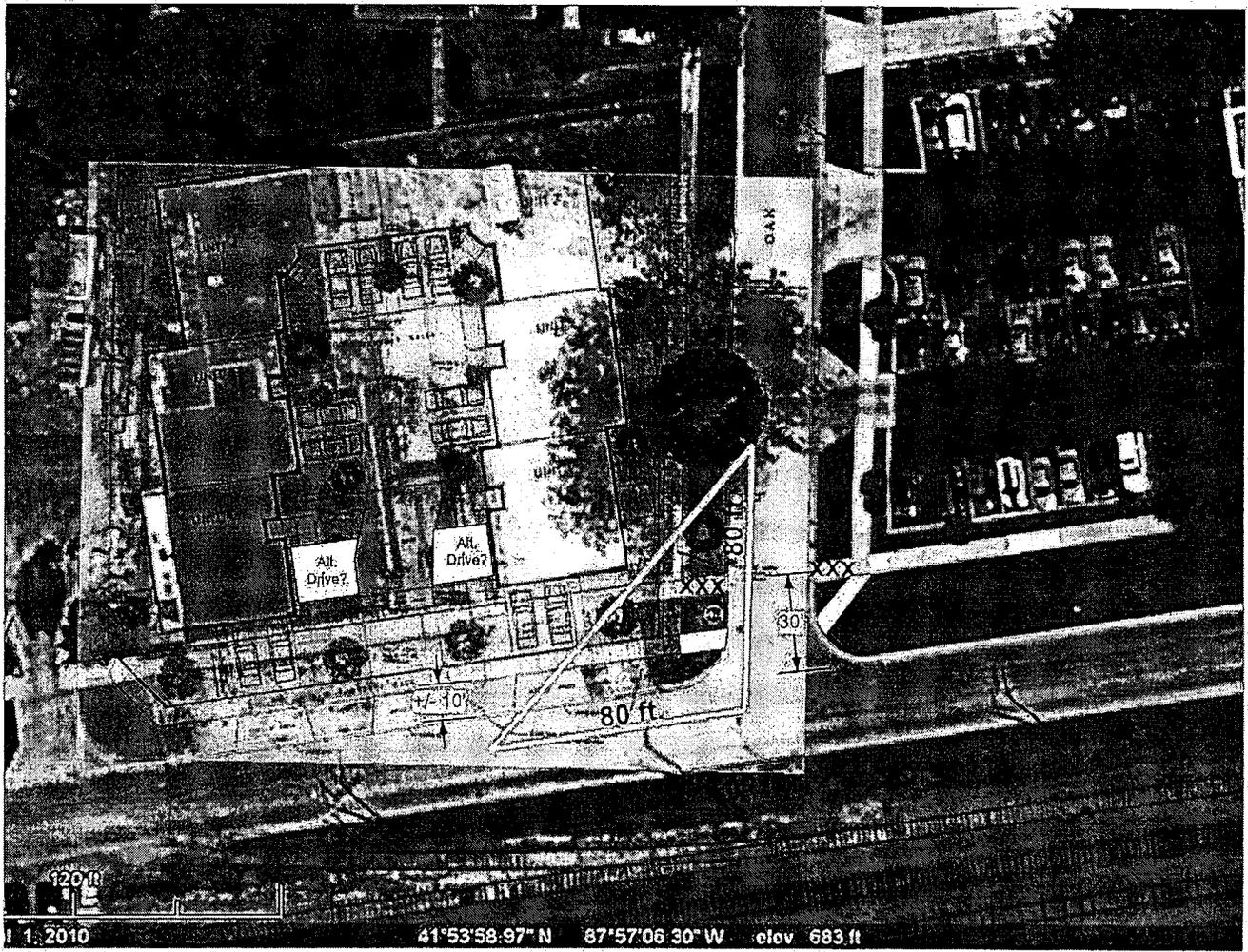


FIGURE 1. Proposed Stop Control and Stop Location on Oak Street at First Street.



**CITY OF ELMHURST**  
**209 NORTH YORK STREET**  
**ELMHURST, ILLINOIS 60126-2759**  
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CITY CLERK  
**DAVID DYER**  
CITY TREASURER  
**JAMES A. GRABOWSKI**  
CITY MANAGER

March 26, 2012

To: Mayor DiCianni and Members of the City Council

RE: Private Use of Sidewalks

The Public Affairs and Safety Committee met on March 26, 2012 to review and discuss a revision to Elmhurst Municipal Code, Subsection (b) (3) of Section 5.27, entitled "Private Use of Sidewalks" of Article I, entitled "General Prohibitions" of Chapter 5, entitled, "Streets, Alleys and Sidewalks".

The fixed term of a sidewalk café permit, established at time of issuance, is not to exceed the eight-month period of April 1 through November 30. The proposed revision provides the authority and discretion to the City Manager, if the opportunity arises, to extend or reduce the fixed term of permit for sidewalk cafes issued in a calendar year. It is advisable, necessary and in the public interest to allow for this flexibility.

In the event the City Manager makes the determination to extend or reduce the fixed term of permit for sidewalk cafes, all means of notification will be utilized to inform all permit holders from the previous year, as well as any potential permit requesters by using the Chamber of Commerce, City Centre and business license records.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the appropriate ordinance be drafted and adopted by the City Council to provide the City Manager with the authority and discretion to extend or reduce the fixed eight-month term of permit for sidewalk cafes issued in a calendar year.

Respectfully submitted,

Public Affairs and Safety Committee

*Pat Wagner /s/*

Patrick Wagner, Chairman

*Paula Pezza /s/*

Paula Pezza, Vice Chairman

*Michael Bram /s/*

Michael Bram

AN ORDINANCE AMENDING SUBSECTION (b) (3) OF SECTION 5.27,  
ENTITLED, "PRIVATE USE OF SIDEWALKS" OF ARTICLE I,  
ENTITLED, "GENERAL PROHIBITIONS" OF CHAPTER 5, ENTITLED,  
"STREETS, ALLEYS AND SIDEWALKS" OF THE ELMHURST MUNICIPAL CODE

---

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 of Elmhurst have determined that it is advisable, necessary and in the public interest that the Elmhurst Municipal Code be amended regarding the length of the term of sidewalk café permits.

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

SECTION 1. Subsection (b) (3) of Section 5.27, entitled, "Private Use of Sidewalks" of Article I, entitled, "General Prohibitions" of Chapter 5, entitled, "Streets, Alleys and Sidewalks" of the Elmhurst Municipal Code is hereby amended to read as follows:

- (3) Term of Permit. A sidewalk café permit shall be for a fixed term established at the time of issuance not to exceed the eight-month period of April 1 through November 30, provided, however, that the City Manager may extend or reduce the term of sidewalk café permits issued in a calendar year if, in the City Manager's discretion, the extension or reduction of such term is in the public interest. Only one such permit shall be issued to the same applicant for the same premises each calendar year, unless earlier revoked pursuant to this Section.

SECTION 2. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

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

SECTION 3. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

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

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

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

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

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

**DRAFT**

O-18-2012

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AMENDMENT NO. 3 TO THE PROFESSIONAL DESIGN ENGINEERING SERVICES AGREEMENT FOR THE ANAEROBIC DIGESTER AT THE WASTEWATER TREATMENT PLANT BY AND BETWEEN BAXTER & WOODMAN, INC. AND THE CITY OF ELMHURST, ILLINOIS**

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

**WHEREAS**, Baxter and the City agreed to Amendment No. 1 to the Agreement on August 21, 2010 and Amendment No. 2 to the Agreement on April 21, 2011; and

**WHEREAS**, recent changes in legislation and the regulations of the Illinois Environmental Protection Agency (hereinafter the "IEPA") have necessitated that the City increase weather-protected capacity for winter sludge storage by enclosing the existing open air sludge storage facility so as to minimize the potential of precipitation rewetting processed biosolids (hereinafter the "Work"); and

**WHEREAS**, Baxter is intimately familiar with the Wastewater Treatment Plant and the ongoing digester project, and has proposed to complete the Work for the same hourly rates charged under the Agreement; and

**WHEREAS**, by amending the Agreement, the cost of the Work shall be funded by the IEPA loan received by the City, which has an interest rate of 2.25%; and

**WHEREAS**, the corporate authorities of the City have the authority, pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1), when it is in the best interests of the City, to

waive competitive bidding for public improvement projects if authorized by a vote of two-thirds of the Alderman then holding office.

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

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

**Section 2:** It is hereby determined that it is advisable, necessary and in the public interest that Baxter and the City agree to Amendment No. 3 to the Agreement, for a total cost not to exceed Twenty-Seven Thousand Dollars (\$27,000.00).

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

**Section 4:** The Mayor be and is hereby authorized and directed to execute and the City Clerk be and is hereby authorized and directed to attest, on behalf of the City, Amendment No. 3 to the Agreement, a copy of which is attached hereto marked as Exhibit "A" and made a part hereof.

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

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

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

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

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

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

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

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

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

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

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

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance to approve and authorize Amendment No. 3 to the Professional Engineering Services Agreement with Baxter and Woodman, Inc. for the Anaerobic Digester Improvements, in an amount not to exceed Twenty-Seven Thousand Dollars (\$27,000.00).

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the Public Works and Buildings Committee, the City Attorney prepared an ordinance to authorize execution of Amendment No. 3 to the Professional Engineering Services Agreement entered into on October 5, 2009 with Baxter & Woodman, Inc. for the Anaerobic Digester Improvements.

**Exhibit "A"**

**Amendment No. 3**

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:

  
Deputy Secretary

ATTEST:

\_\_\_\_\_  
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.



**MCO- 08- 2012**

**AN ORDINANCE AMENDING SECTION 36.11 ENTITLED, "LIMITATION  
ON NUMBER OF LICENSES," OF CHAPTER THIRTY-SIX ENTITLED,  
"LIQUOR," OF THE MUNICIPAL CODE OF ORDINANCES OF  
THE CITY OF ELMHURST, ILLINOIS**

---

WHEREAS, the City of Elmhurst (the "City") is authorized by the Illinois Municipal Code, 65 ILCS 5/4-1, to regulate and restrict the licensing of retail liquor establishments within the boundaries of the City; and

WHEREAS, Section 36.09 entitled, "Classification of Licenses," of Chapter 36 entitled, "Liquor," of the City's Municipal Code of Ordinances sets forth the classes of retail liquor licenses issued by the City; and

WHEREAS, Section 36.09 (q) sets forth the provisions of a Class "WBBS" liquor license; and

WHEREAS, the table located in Section 36.11 entitled, "Limitation on Number of Licenses," of Chapter 36 the City's Municipal Code of Ordinances establishes the maximum number of liquor licenses in each classification, as defined in Section 36.09; and

WHEREAS, York Market d/b/a Edelweiss Market, located at 555 S. York St. Elmhurst, Illinois 60126 ("York Market") submitted an application for the issuance of a Class "WBBS" liquor license; and

WHEREAS, York Market wishes to obtain a Class "WBBS" liquor license to allow for the retail sale of bottled wines and beers in the original package as well as the service of alcohol on the premises within the guidelines set forth in Section 36.09 (q) (1) of the City's Municipal Code of Ordinances; and

WHEREAS, the corporate authorities of the City deem it to be in the best interests of the City and its residents to issue a Class “WBBS” liquor license to York Market; and

WHEREAS, because of the issuance of a Class “WBBS” liquor license to York Market, the corporate authorities of the City find it necessary, desirable and in the best interest of the City to amend the table located in Section 36.11 of the City’s Municipal Code of Ordinances to reflect the current number of liquor licenses in each classification; and

WHEREAS, such amendment to the table located in Section 36.11 will reflect that increase in the maximum number of Class “WBBS” liquor licenses issued from two (2) to three (3) licenses.

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

Section 1. The recitals set forth are incorporated herein by reference.

Section 2. That the table located in Section 36.11 entitled, “Limitation on Number of Licenses,” of the City’s Municipal Code of Ordinances is hereby deleted in its entirety and replaced with the following:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**“36.11 – Limitation on Number of Licenses**

<b>License Class</b>	<b>Maximum Number of Licenses</b>
B	9
PL	11
CBBW	1
CBW	4
C	1
RSB	16
RHA	2
RL	13
D	Unlimited
BRW	0
PD	1
H	4
SPR	0
SPB	0
WB	2
IWS	1
WBB	1
WBBS	3
DL	1
RPDL	1"

Section 3. All ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of the conflict.

Section 4. This Ordinance shall be in full force and effect upon its passage, approval and publication in accordance with law.

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

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

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

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

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

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

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

## COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance to Amend Section 36.11 entitled, "Limitation on Number of Licenses," of Chapter Thirty-Six Entitled, "Liquor," of the Municipal Code of Ordinances of the City of Elmhurst, Illinois.

ORIGINATOR: Public Affairs and Safety Committee and City Attorney

### DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendations of the Public Affairs and Safety Committee, the City Attorney prepared an Ordinance to Amend Section 36.11 entitled, "Limitation on Number of Licenses," of Chapter Thirty-Six entitled, "Liquor," of the Municipal Code of Ordinances to reflect the addition of a Class "WBBS" liquor license.

**R - 12 - 2012**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF ELMHURST AND KANE, MCKENNA AND ASSOCIATES, INC. REGARDING PHASE 2 STUDY OF POTENTIAL TAX INCREMENT FINANCING DISTRICTS**

WHEREAS, the City of Elmhurst (the "City") is considering the establishment of one or more tax increment financing districts within the City; and

WHEREAS, the City has utilized the consulting services of Kane, McKenna and Associates, Inc. ("KMA") and has a satisfactory relationship with KMA; and

WHEREAS, it is in the best interests of the City to enter into an agreement with KMA for the purpose of assisting the City with the establishment of tax increment financing districts generally described as North York Street, York Street/Vallette Street and Riverside Drive (the "Project").

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

Section 1. It is hereby determined that the City has a satisfactory relationship with Kane, McKenna and Associates, Inc., and it is advisable, necessary, and in the public interest that the City enter into an agreement between the City and KMA for the furnishing of professional consulting services for the Project.

Section 2. That the Mayor be and is hereby authorized and directed to execute and the City Clerk be and is hereby authorized and directed to attest that certain agreement by and between the City of Elmhurst and Kane, McKenna and Associates, Inc., in substantially the form attached hereto as Exhibit "A" and made a part hereof, with such changes therein as shall be

authorized by the officials executing the same, their execution thereof to constitute conclusive evidence of such changes.

Section 3. This Resolution shall be in full force and effect from and after its passage in the manner provided by law.

ADOPTED this 2<sup>nd</sup> day of April, 2012.

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

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

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

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

APPROVED by me this 2<sup>nd</sup> day of April, 2012.

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

ATTESTED and filed in my office,  
this 2<sup>nd</sup> day of April, 2012.

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

## COUNCIL ACTION SUMMARY

**SUBJECT:** A Resolution Approving and authorizing the execution of a Professional Services Agreement with Kane, McKenna and Associates for consulting services for the establishment of tax increment financing districts generally described as North York Street, York Street/Vallette Street, and Riverside Drive.

**ORIGINATOR:** Planning and Zoning Department / City Attorney

**DESCRIPTION OF SUBJECT MATTER:**

The City is currently considering the establishment of one or more tax increment financing districts within the City. The attached resolution authorizes the execution of an agreement with Kane, McKenna and Associates for the preparation of redevelopment plans and projects for the potential tax increment financing districts described as North York Street, York Street and Vallette Street, and Riverwoods Drive and assisting the City with the establishment of the TIF Districts. The agreement includes a not-to-exceed dollar amount of \$70,000.00.

**EXHIBIT A**  
**AGREEMENT**

## CONSULTANT SERVICES AGREEMENT

WITH

**KANE, MCKENNA AND ASSOCIATES, INC.**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, between the City of Elmhurst, Illinois (the "City"), an Illinois municipal corporation, and Kane, McKenna and Associates, Inc., an Illinois corporation ("Consultant"), for consulting services for the implementation and establishment of the North York Street Study Area, the York and Vallette Study Area, and the Riverside Drive Study Area TIF Districts (individually a "TIF District," collectively the "TIF Districts") within the City (the "Project").

Consultant hereby agrees as hereinafter set forth:

**1. Scope of Services.** Consultant agrees to perform the following Services to the City as and when required:

To assist the City in the implementation and establishment of the TIF Districts. Specifically,

1) Consultant will complete a 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:

- a) A statement of redevelopment goals and objectives.
- b) 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.
- c) A statement of eligible redevelopment activities the City may implement under the plan.
- d) Presentation of estimated costs for the redevelopment projects contemplated for implementation under the plan.
- e) 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 with the Project area.

2) 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.

3) Assist the City by participating in meetings with all interested and affected parties, including property owners, and overlapping tax jurisdictions. Consultant will help City to follow the procedures for such gatherings as required by State law.

4) Work with the City's legal counsel to meet all the requirements of Illinois law so to insure proper establishment of the TIF Districts or other economic development programs.

5) Assist City's legal counsel in preparation of the appropriate ordinances required for adoption of the redevelopment plan and project by the City whether implementing a TIF District or other economic development programs.

6) 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 District or other economic development programs.

The Services described herein are hereinafter referred to as the "Services."

**2. Commencement and Completion of Services.** The Consultant shall be prepared and ready to commence the Services provided for in this Agreement at the direction of the City, following execution of this Agreement by the City. Subject to reasonable allowances for delay in the Services due to causes beyond the control of Consultant, Consultant shall complete all Services to be performed under this Agreement in a timely manner. Consultant acknowledges that time is of the essence of this Agreement and in the performance and completion of Consultant's Services.

**3. City's Cooperation.** The City shall (i) provide Consultant with relevant material, data, and information in its possession pertaining to the specific project or activity; (ii) consult with Consultant when requested; and (iii) ensure reasonable cooperation of the City's employees in Consultant's activities.

**4. Consultant's Compensation.** The City shall pay Consultant for the performance of the Services at the following rates per hour:

<b>Personnel</b>	<b>Hourly Rates</b>
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

The cost for the Services for the three (3) TIF Districts are estimated to be in the range of Sixty Thousand Dollars (\$60,000.00) to Seventy Thousand Dollars (\$70,000.00) with the upper limit of the range acting as a not to exceed amount.

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.

The Consultant understands that the City may pass through any or all fees provided in this Agreement to a private developer.

**5. Payments.** Consultant's compensation shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*)

**6. Confidentiality.**

**6.1** It is anticipated that the City will disclose to Consultant certain proprietary information which is identified as proprietary and confidential at the time of disclosure or which can reasonably be regarded as confidential ("Confidential Information"). The disclosure of Confidential Information shall not be construed to grant to Consultant any ownership or other proprietary interest in the Confidential Information. Consultant does not acquire any title, ownership, or other intellectual property right or license by virtue of such disclosure. Consultant shall employ diligent efforts to maintain the secrecy and confidentiality of all Confidential Information. 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. Consultant shall treat such Confidential Information at all times as confidential, provided, however, that the Confidential Information may be disclosed only for purposes of the performance of the Services to employees of the City or Consultant with a need to know for purposes of the performance of the Services hereunder. Consultant acknowledges that each of the following can contain Confidential Information of the City and that the disclosure of any of the following by Consultant without the City's express authorization would be harmful and damaging to the City's interests:

**6.1.1** All information relating to the Services being performed by Consultant under this Agreement regardless of its type or form which is not known to the public.

- 6.1.2** Financial information, emergency response and homeland security information and law enforcement records which are not known to the public.
- 6.2** This itemization of Confidential Information is not exclusive, as 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, electronic memory, 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 the consultant's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.
- 6.3** All books, papers, records, lists, files, forms, reports, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the City's business, services, programs, software or residents, whether prepared by Consultant or anyone else, are the exclusive property of the City. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any Confidential Information of the City are the exclusive property of the City.
- 6.4** Consultant shall have no obligation to keep confidential any Confidential Information disclosed hereunder, which Consultant can demonstrate by clear and convincing evidence: (a) was rightfully in Consultant's possession before receipt from the City other than through prior disclosure by the City; or (b) is or becomes a matter of general public knowledge through no breach of this Agreement; or (c) is rightfully received by Consultant from a third party without an obligation of confidentiality; or (d) is independently developed by Consultant; or (e) is disclosed under operation of law, governmental regulation, or court order, provided Consultant first gives the City notice and a reasonable opportunity to secure confidential protection of such Confidential Information.
- 6.5** Upon termination of this Agreement or earlier at the City's request at any time, Consultant shall (a) immediately cease using the Confidential Information, and (b) promptly deliver to the City all tangible embodiments of the Confidential Information.
- 6.6** 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.

## **7. Work Made for Hire.**

- 7.1** All work product created or developed hereunder, including, but not limited to, specifications, reports and any other documents prepared by Consultant in connection with any or all of the 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 Consultant relating in any manner to the Services performed by Consultant or by anyone else and used by Consultant in performance of the Services shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
- 7.2** Consultant hereby irrevocably assigns and transfers to the City and its successors and assigns all of its right, title, interest and ownership in the 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. Consultant grants permission to the City to register the copyright and other rights in the Services in the City's name. 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. Consultant further grants to the City full, complete and exclusive ownership of the Services. Consultant shall not use the Services for the benefit of anyone other than the City, without the City's prior written permission. Upon completion of the Services or other termination of this Agreement, Consultant shall deliver to the City all copies of any and all materials relating or pertaining to this Agreement. Consultant irrevocably and unconditionally waives all rights in all such Services products. Consultant warrants that all work product of Consultant will be original, except as otherwise agreed in writing with the City.
- 7.3** In the event that the City provides Consultant with materials, equipment or property of any kind, all such materials, equipment and property shall remain the property of the City; and 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.

**8. Insurance Requirements.** Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Consultant, its agents, representatives, employees or subcontractors.

**8.1. Minimum Scope of Insurance.** Coverage shall be at least as broad as: Commercial General Liability - Occurrence form; and

- (2) Automobile Liability; and
- (3) Professional Liability/ Errors and Omissions policy; and
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

**8.2 Minimum Limits of Insurance.** 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. Minimum General Aggregate shall be no less than \$1,000,000 per person per aggregate.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for 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 as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$500,000 per accident.

**8.3 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City.

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

- (1) Commercial General Liability and Automobile Liability Coverages:
  - a. The City, its officials, employees and volunteers are to be covered as insureds as respects: liability arising out of Services performed by or on behalf of Consultant as well as equipment procured,

owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limits on the scope of the protection afforded to the City, its officials, employees or volunteers.

- b. Consultant's insurance coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be in excess of 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, employees or volunteers.
- d. Coverage shall state that 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) Worker's Compensation and Employers' Liability Coverage:

The insurer shall agree to waive all rights or subrogation against the City, its officials, employees or volunteers for losses arising from Services performed by Consultant for the City.

(3) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, 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.

(4) Acceptability of Insurers

- a. The insurance carrier used by 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.
- b. Consultant shall furnish the City with certificates of insurance naming the City, its officials, agents, employees and volunteers as additional insureds, 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 Services commences. The City reserves the right to request full certified copies of the insurance policies.

**9. Certifications.**

**9.1** Consultant shall submit to the City a certification that Consultant, its shareholders holding more than five percent (5%) of the outstanding shares of the Consultant, its officers and directors are:

**9.1.1** not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

**9.1.2** not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

**9.1.3** not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

**9.2** In addition, Consultant shall represent and warrant to the City that as a condition of any Agreement with the City that:

**9.2.1** Consultant maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*);

**9.2.2** Consultant provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*)

**9.2.3** Consultant is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy;

**9.2.4** no 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 or a beneficiary is a holder of more than five percent (5%) of Consultant in accordance with Code of Ordinances of the City of Elmhurst;

**9.2.5** 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 bidder in violation the Code of Ordinances of the City of Elmhurst; and

**9.2.6** Consultant 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 the Code of Ordinances of the City of Elmhurst.

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

**11. Indemnification.** Consultant shall defend, indemnify and hold harmless the City, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs and expenses, which may in any way accrue against the City, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful misconduct in performance of the Services by Consultant, its employees, or subcontractors, or which may in any way result therefor, except that arising out of the negligence or willful act of the City, its officials, employees and volunteers.

**12. Notices.** Written notices between City and Consultant 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 the City:

City of Elmhurst  
209 North York Street  
Elmhurst, Illinois 60126  
Attn: James Grabowski, City Manager

B. If to Consultant:

Kane, McKenna and Associates, Inc.  
150 North Wacker Drive, Suite 1600  
Chicago, IL 60606  
Attn: Phillip R. McKenna, President

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.

- 13. Entire Agreement.** This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Agreement may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the City and Consultant. This Agreement is executed that day and year first written above.
- 14. Termination of Agreement.** This Agreement may be terminated by either party only by notifying the other party in writing, by certified mail, return receipt requested, seven (7) days prior to the proposed termination date. In such event, Consultant shall be paid for any and all Services rendered to the date of receipt of the notice of termination, including all reimbursements due, based upon the Services performed.
- 15. Severability.** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or such other documents, or the applications of such term, covenant or condition, to persons or circumstances other than those as to which it held invalid or unenforceable shall not be affected thereby; and each term, covenant or condition of this Agreement or such other document shall be valid and shall be enforced to the fullest extent permitted by law.
- 16. Applicable State Law.** This Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce any item of this Agreement shall be so brought in the State of Illinois.

City:

City of Elmhurst, Illinois

Consultant:

Kane, McKenna and Associates, Inc.

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

Peter P. DiCianni III,  
Mayor

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

Phillip R. McKenna, President

ATTEST:

ATTEST:

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

Patty Spencer, City Clerk

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

Robert Rychlicki, Secretary

## CONSULTANT'S CERTIFICATION

I, Phillip R. McKenna, hereby certify, represent and warrant to the City of Elmhurst, Illinois (the "City") as a condition of any Agreement with the City that Consultant, its shareholders holding more than five percent (5%) of the outstanding shares of Consultant, its officers and directors are:

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

In addition, Consultant hereby represents and warrants to the City as a condition of any Agreement with the City that Consultant:

Pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:

- A. Publishing a statement:
  1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in Consultant's workplace.
  2. Specifying the actions that will be taken against employees for violations of such prohibition.
  3. Notifying the employee that, as a condition of employment on this Agreement, the employee will:
    - a. abide by the terms of the statement;
    - b. 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.

- B. Establishing a drug-free awareness program to inform employees about:
    - 1. the dangers of drug abuse in the workplace;
    - 2. Consultant's policy of maintaining a drug-free workplace;
    - 3. any available drug counseling, rehabilitation, and employee assistance program; and
    - 4. the penalties that may be imposed upon employees for drug violations.
  - C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.
  - D. Notifying the City within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction.
  - E. 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.
  - F. 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.
  - G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
2. During the performance of this Agreement, Consultant agrees as follows:
- A. It will 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.
  - B. If it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Department'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.

C. In all solicitations or advertisements for employees placed by him or on his 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.

D. It will 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 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 Consultant in his efforts to comply with such Act and Rules and Regulations, 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.

E. It will 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.

F. It will 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.

G. It will not maintain or provide for his employees any segregated facilities at any of its establishments, and not permit his employees to perform their Services at any location, under his 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 or race, creed, color, or national origin because of habit, local custom, or otherwise.

3. Consultant has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105 (A)(4).
4. No City officials, their spouses, their dependent children, or no agent of any City official or trust in which a City official, his or her spouse or dependent children of a City official is a beneficiary of Consultant.
5. 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



**A RESOLUTION AUTHORIZING THE PURCHASE  
OF ONE 4 TON TRAILER MOUNTED ASPHALT HOT BOX PATCHER  
FOR THE CITY OF ELMHURST'S PUBLIC WORKS DEPARTMENT,  
STREETS DIVISION**

---

**WHEREAS**, the City of Elmhurst (hereinafter the "City") sent invitations to bid to qualified dealers and publicly advertised for sealed bids for the purchase of one 4 Ton Trailer Mounted Asphalt Hot Box Patcher (hereinafter the "Purchase"); and

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

**WHEREAS**, the City received and evaluated bids from five potential dealers; and

**WHEREAS**, the City's Public Works and Buildings Committee reviewed the bids and has recommended that Falcon Road Maintenance Equipment Inc. of Midland, Michigan (hereinafter "Falcon") be found to have provided the lowest responsive bid for the Purchase in the amount of Twenty Thousand Fifty-Three and 00/100ths Dollars (\$20.053.00); and

**WHEREAS**, Falcon 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 purchase one 4 Ton Trailer Mounted Asphalt Hot Box Patcher in the

amount of Twenty Thousand Fifty-Three and 00/100ths Dollars (\$20,053.00), in accordance with the quote provided by Falcon, which quote is attached hereto marked as Exhibit "A" and made a part hereof .

**Section 3.** That the City Manager be and is hereby authorized and directed to execute, on behalf of the City of Elmhurst, a purchase order or all necessary forms, applications, requisitions, quotes and other documents related to the purchase of one 4 Ton Trailer Mounted Asphalt Hot Box Patcher.

**Section 4.** 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

## COUNCIL ACTION SUMMARY

### SUBJECT:

Resolution to authorizing the purchase of one 4 Ton Trailer Mounted Asphalt Hot Box Patcher in the total amount of Twenty Thousand Fifty-Three and 00/100ths Dollars (\$20,053.00) for the City's Public Works Department, Streets Division.

ORIGINATOR: City Attorney

### DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the Public Works Department, Streets Division, the City Attorney prepared a resolution to authorize the purchase of one 4 Ton Trailer Mounted Asphalt Hot Box Patcher. Upon the Public Works and Buildings Committee's review of the bids, it was determined that Falcon Road Maintenance Equipment Inc. of Midland, Michigan was found to be the lowest responsible bidder.

**Exhibit "A"**

February 8, 2012

TO: Chanel Caron,  
City of Elmhurst

FROM: Gretchen Groulx,  
Falcon Road Maintenance Equipment, Inc.

SUBJECT: BID FOR ASPHALT HOT BOX PATCHER

Falcon Road Maintenance Equipment submits the attached bid of \$22,053 (FOB Elmhurst, IL) for your asphalt hot box patcher purchase. We take no exceptions to your specification and will deliver your trailer within 60 days of a purchase order. Falcon offers \$2,000 for the 2000 4ton hot patcher currently in your fleet. The local service provider would be Galva Road Equipment located in Galva, IL.

Falcon equipment is versatile -- it can be used as a hot box for heating and transporting hot mix or cold mix asphalt, it can keep hot mix asphalt overnight and it can recycle asphalt pavement. We have recently filed for a patent on our unique heat-management system which yields a combustion efficiency level exceeding 92%. Information on our industry-unique combustion chamber, a key factor in this combustion efficiency rating, is included for your review.

Falcon asphalt recyclers / asphalt hot boxes are used by municipalities in 27 states including Department of Transportation locations in New York, New Jersey, Pennsylvania, Iowa, Illinois, Vermont, Maine, Michigan, Minnesota, and Washington. The qualifications section of your bid package asks for "documentation showing the company to be in a position to provide the equipment specified". Falcon was named to the 2010 Inc 5000 list as one of the fastest growing companies in the country. In 2011, we grew 45% and our current backlog indicates we will grow another 30% in 2012. Please let us know if have any questions or need additional information. I can be reached at (989) 495-9332.

Thank you for the opportunity to participate in your procurement process.



Gretchen Groulx



120 Waldo Ave.  
Midland, MI 48642  
Phone (989) 495-9332  
Fax (989) 495-9342



R - 14 - 2012

**A RESOLUTION APPROVING AND ADOPTING A  
FUND BALANCE POLICY FOR THE CITY OF ELMHURST**

WHEREAS, the Corporate Authorities of the City of Elmhurst (the "City") find it to be in the best interest of the City to adopt a Fund Balance Policy for purposes of complying with Governmental Accounting Standards Board (GASB) Statement No. 54.

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

Section 1. The City hereby adopts the Fund Balance Policy attached hereto and made a part hereof as Exhibit "A."

Section 2. That the officials, officers, employees and agents of the City are hereby authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of the Fund Balance Policy and this Resolution.

Section 3. That this Resolution shall be in full force and effect upon and after its passage in the manner provided by law.

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

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

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

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

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

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

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

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

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

COUNCIL ACTION SUMMARY

SUBJECT: A Resolution approving and adopting a Fund Balance Policy for the City of Elmhurst

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Adoption of the attached Fund Balance Policy establishes fund balance classifications that clarify existing fund types, self-imposed constraints on the City's ability to redeploy funds, and a policy on spending order between fund balances.

**EXHIBIT "A"**

**FUND BALANCE POLICY**

# CITY OF ELMHURST

## FUND BALANCE POLICY

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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.

**R- 15-2012**

**A RESOLUTION  
ADOPTING THE NEW SIDEWALK INSTALLATION POLICY**

---

WHEREAS, the City of Elmhurst (hereinafter the "City") has initiated a New Sidewalk Installation Policy (the "Sidewalk Policy), a copy of which is attached hereto as Exhibit "A" and made a part hereof, for sharing the cost between the City and the property owners for the installation of new sidewalks; and

WHEREAS, the Sidewalk Policy sets forth the procedure the City and property owners need to follow for the installation of new sidewalks; and

WHEREAS, it is deemed desirable and in the best interests of the City and its residents to adopt the Sidewalk Policy.

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

Section 1: That the corporate authorities hereby incorporate the foregoing preamble clauses into this Resolution.

Section 2: That the corporate authorities hereby adopt the Sidewalk Policy, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

Section 3: That this Resolution shall be in full force and effect upon its passage and approval in accordance with law.

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

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

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

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

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

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

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

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

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

COUNCIL ACTION SUMMARY

SUBJECT: Resolution Adopting the New Sidewalk Installation Policy

ORIGINATOR: City Attorney

DESCRIPTION OF THE SUBJECT MATTER:

Pursuant to the recommendation of the City's Public Works and Buildings Committee, the City Attorney prepared a resolution adopting the New Sidewalk Installation Policy.

EXHIBIT "A"

New Sidewalk Installation Policy



**CITY OF ELMHURST**  
209 NORTH YORK STREET  
ELMHURST, ILLINOIS 60126-2759  
(630) 530-3000  
FAX (630) 530-3014  
www.elmhurst.org

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

## 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.

**R - 16 - 2012**

**A RESOLUTION AUTHORIZING  
THE ISSUANCE OF A NOTICE OF AWARD FOR THE  
WASTE WATER TREATMENT PLANT PAVING PROJECT  
FOR THE CITY OF ELMHURST, ILLINOIS**

**WHEREAS**, the City of Elmhurst (hereinafter the "City") sent invitations to bid to qualified contractors, and publicly advertised for sealed bids for the Waste Water Treatment Plant Paving Project at the Elmhurst Wastewater Treatment Plant (hereinafter the "Project"); and

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

**WHEREAS**, in the Bid Documents, the bid for the Project called for the construction of bituminous pavement and appurtenant storm water Best Management Practices at the storage area located at the north end of the City's Wastewater Treatment Plant located at 625 S. Route 83 in the City; and

**WHEREAS**, the City received and evaluated bids from eight (8) potential contractors; and

**WHEREAS**, the City's Public Works and Buildings Committee reviewed the bids and has recommended that Arrow Road Construction Company of Mount Prospect, Illinois (hereinafter "Arrow") be found to have provided the lowest responsive bid for the Project; and

**WHEREAS**, Arrow 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 Waste Water Treatment Plant Paving Project.

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

**Section 4.** The City Council does hereby determine that it is in the best interest of the City to enter into a contract for this Project, and does hereby direct that a Notice of Award be issued to Arrow for the Project at the prices set forth in its proposal.

**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 Arrow for the Waste Water Treatment Plant Paving Project, which contract is attached hereto marked as Exhibit "B" and made a part hereof, provided that Arrow returns to the City, within ten (10) 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

## **COUNCIL ACTION SUMMARY**

**SUBJECT:** Resolution Authorizing the Issuance of a Notice of Award for the Waste Water Treatment Plant Paving Project

**ORIGINATOR:** City Attorney

**DESCRIPTION OF SUBJECT MATTER:**

The City authorized the advertisement of bids for the Waste Water Treatment Plant Paving 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 Arrow Head Construction Company of Mount Prospect, Illinois was found to be the lowest responsive bidder.

**EXHIBIT "A"**  
**NOTICE OF AWARD**

TO: Arrow Road Construction Company  
3401 S. Busse Road  
Mount Prospect, Illinois 60056

PROJECT DESCRIPTION: Waste Water Treatment Plant Paving Project at the City of Elmhurst's Wastewater Treatment Plant.

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 for items in the amount of Two Hundred Eighty-One Thousand Nine Hundred Seventy-Two and 25/100ths Dollars (\$281,972.25), 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,

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

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

\_\_\_\_\_  
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.

Arrow Road Construction Company

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

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

This Contract is made this \_\_\_\_ day of \_\_\_\_\_, 2012, between the City of Elmhurst, the City, and Arrow Road Construction Company, the Contractor, for the **Waste Water Treatment Plant Paving Project, Project 12-13**.

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 **Waste Water Treatment Plant Paving Project, Project 12-13**, 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) working 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:

Arrow Road Construction Company  
3401 S. Busse Road.  
Mount Prospect, Illinois 60056  
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) Bureau of Design Special Provisions
- (o) Standard Specifications for Road and Bridge Construction adopted January 1, 2012, as amended by the ERRATA to the Standard Specifications for Road and Bridge Construction,

adopted January 1, 2012; 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, 2012, 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"; and the "Manual for Materials Inspection," March 25, 2011, all issued by the State of Illinois, Department of Transportation and the "National Manual on Uniform Traffic Control Devices for Streets and Highways" (2009 Edition) supplemented by the "Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways" (2009 Edition) issued by the Illinois Department of Transportation

(p) DuPage County, Illinois Prevailing Wages

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURES ON FOLLOWING PAGE.]

City: City of Elmhurst

Contractor: Arrow Head Construction Company

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)*

**R-17-2012**

**A RESOLUTION APPROVING A LETTER AGREEMENT  
BETWEEN THE CITY OF ELMHURST AND  
ADDISON CORRIDOR DEVELOPMENT I, LLC**

---

WHEREAS, the City of Elmhurst ("City") and Addison Corridor Development I, LLC ("Developer") have entered into a certain Development, Loan and Land Purchase and Sale Agreement, dated February 17, 2009 ("RDA"), pertaining to the redevelopment of certain property within the Addison Corridor Redevelopment Project Area of the City of Elmhurst for the construction and development of a proposed public parking deck with private retail component ("Project"); and

WHEREAS, the RDA contains certain performance dates and milestones under which both the City and the Developer are to perform certain tasks and accomplish certain goals; and

WHEREAS, the Developer has requested and the City and the Developer desire to amend certain performance dates within the RDA concerning the construction timeline for the Project, as defined therein.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elmhurst, DuPage and Cook Counties, Illinois, that certain letter agreement between the City of Elmhurst and Addison Corridor Development I, LLC, a copy of which is attached hereto as Exhibit "A," is hereby approved.

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

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

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 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: Resolution approving a Letter Agreement with Addison Corridor Development I, LLC

ORIGINATOR: City Attorney

DESCRIPTION OF THE SUBJECT MATTER:

Attached for the Council's consideration is a Resolution approving a Letter Agreement between the City and Addison Corridor Development I, LLC, amending and extending certain performance dates and milestones under the Development, Loan and Land Purchase and Sale Agreement for entering into a construction agreement and commencing construction of the proposed parking deck with retail shell, as requested by the Developer.

**EXHIBIT "A"**

**LETTER AGREEMENT BETWEEN  
THE CITY OF ELMHURST AND ADDISON CORRIDOR DEVELOPMENT I, LLC**

**LETTER AGREEMENT BETWEEN  
THE CITY OF ELMHURST AND  
ADDISON CORRIDOR DEVELOPMENT I, LLC**

WHEREAS, the City of Elmhurst ("City") and Addison Corridor Development I, LLC ("Developer") have entered into a certain Development, Loan and Land Purchase and Sale Agreement pertaining to the Addison Corridor Redevelopment Project Area of the City of Elmhurst ("RDA"); and

WHEREAS, the RDA contains certain performance dates and milestones under which both the City and the Developer are to perform certain tasks and accomplish certain goals; and

WHEREAS, the Developer has requested and the City and the Developer desire to amend certain performance dates within the RDA concerning the construction timeline for the Project, as defined therein.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises contained hereinafter, and other good and valuable consideration, the City and the Developer agree, pursuant this letter agreement ("Letter Agreement") as follows:

Section 1. Section 8.1, entitled "Developer Including ARCO Murray as General Contractor," of the RDA is hereby amended as follows:

- 8.1 **Developer Including ARCO Murray as General Contractor.** The City shall utilize the services of Developer (who shall involve ARCO Murray National Construction Company), as general contractor or construction manager of the Project, pursuant to a contract for those services to be entered into by the City and Developer within **180** days after Closing on the Thorne Parcel sale to the City.

Section 2. Item 5, entitled "Construction of the Project," under Exhibit C, entitled "Milestone Schedule," of the RDA shall be amended as follows:

5. Construction of the Project – to commence **9** months after Closing of the last of the Thorne Parcel or Athar Parcel conveyance to the City, but no later than December 31, 2012. The contract with Developer as construction manager or general contractor for the Project, as required by paragraph 5(c) of the Term Sheet and this Agreement, shall be approved by the parties no later than **180** days after this Closing.

Section 3. Section 14.2, entitled "Notices," is hereby amended as follows:

Strike after "If to City":

City of Elmhurst  
ATTN: Thomas Borchert, City Manager  
Fax: #630-530-3014  
E-mail: [Tom.Borchert@elmhurst.org](mailto:Tom.Borchert@elmhurst.org)

With copy to: Kenneth T. Kubiesa, Esq. and Andrew Y. Acker, Esq.  
Kubiesa, Spiroff, Gosselar, Acker & DeBlasio, P.C.  
Fax: #630-516-1808  
E-mail: [kubiesa@ksgalaw.com](mailto:kubiesa@ksgalaw.com)

and insert, in lieu thereof, the following:

With copy to: Nicholas S. Peppers, Esq.  
Storino, Ramello & Durkin  
Fax: #847-318-9509  
E-mail: [npeppers@srd-law.com](mailto:npeppers@srd-law.com)

Strike after "If to Developer:"

David Hollingsworth  
DevCom Realty Investments  
Fax: #630-961-2580  
E-mail: [dave@devcominc.com](mailto:dave@devcominc.com)

With a copy to: Michael P. Bradt, Esq.  
Morrissey & Robinson  
Fax: #630-424-8890  
Email: [mbradt@mr-legal.com](mailto:mbradt@mr-legal.com)

and insert, in lieu thereof, the following:

Brad Dannegger  
Addison Corridor Development I, LLC  
One Oakbrook Terrace, Suite 300  
Oakbrook Terrace, IL 60181  
Fax: #630-599-9101  
Email: [bdannegger@arcomurray.com](mailto:bdannegger@arcomurray.com)

With a copy to: Nancy P. Inman, Esq.  
Addison Corridor Development I, LLC  
900 North Rock Hill Road  
St. Louis, MO 63119

Fax: # 314-963-0714  
Email: [ninman@arcol.com](mailto:ninman@arcol.com)

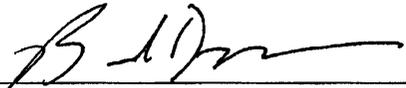
Section 4. Section 4, except for the provisions of this Letter Agreement, all of the dates, terms, covenants and conditions of the RDA, and all the rights and obligations of the parties thereunder, shall remain in full force and effect, and are not otherwise altered, amended, revised or changed.

IN WITNESS WHEREOF, the City and the Developer have executed this Letter Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF ELMHURST

ADDISON CORRIDOR DEVELOPMENT I,  
LLC

By: \_\_\_\_\_  
City Manager

By:  \_\_\_\_\_  
Its Authorized Manager or Member