



**AGENDA
REGULAR MEETING
MONDAY, MAY 21, 2012
7:30 P.M.**

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

-
- 1. Executive Session 6:30 p.m. – Acquisition of Real Property and Pending/Threatened Litigation (Conf. Room #2)**
 - 2. Call to Order /Pledge of Allegiance/Roll Call**
 - 3. Appointment & Swearing-In of Fire Chief Jeffery Bacidore and Swearing-In of Fire Department Personnel: Deputy Fire Chief Scott Wallace, Battalion Chief David Winker, and Lieutenant Dick Dufort**
 - 4. Proclamation – Vocational Education Day**
 - 5. Presentations**
 - a. Certificates of Achievement – York High School State SkillsUSA Competition Medal Winners: Hannah Kopach, Chase Peterson, Miguel Ochoa, Zane Johns, Trevor Gulley, Andrew Bles, Cody Schau, Maria Hernandez, and Gina Bonfiglio
 - b. Certificate of Achievement – York High School IDEA Competition Winner: Alec Hein
 - c. Plaque Presentation – Landmark Designation Property Owners: Chuck & Corinne Goding, Charles & Angela Anderson, Donna Almerico, and the City of Elmhurst (Historic Preservation Commission)
 - 6. Receipt of Written Communications and Petitions from the Public**
 - 7. Public Forum**
 - 8. Announcements**
 - 9. Consent Agenda**
 - a. Minutes of the Regular Meeting Held on Monday, May 7, 2012 (City Clerk Spencer): Approve as published
 - b. Minutes of the Executive Session Held on Monday, May 7, 2012 (City Clerk Spencer): Receive and place on file
 - c. Minutes of the Executive Session Held on Monday, May 14, 2012 (City Clerk Spencer): Receive and place on file
 - d. Accounts Payable – May 21, 2012, Total \$ 1,857,580.78
 - e. Reappointment to the Historic Preservation Commission – Sarna, Goding, and Tellefsen (Mayor DiCianni): Concur with the Mayor’s recommendation
 - f. Bid Results, 2012 Asphalt Rejuvenating Treatment (City Clerk Spencer): Refer to the Public Works & Buildings Committee
 - g. Bid Results, 2012 Concrete Pavement Patching (City Clerk Spencer): Refer to the Public Works & Buildings Committee
 - h. 2012 “One” Service (City Manager Grabowski): Refer to the Public Affairs & Safety Committee
 - i. Report – Stormwater Ordinance and General Certification – Adoption (PW&B)
 - j. Report – 2012 Fire Hydrant Materials Purchase (PW&B)
 - k. Report – 135 Addison Building Demolition (PW&B)

- l. Report – Construction Engineering Services for York Street Resurfacing Project – Proposal (PW&B)
- m. Report – IBM i7 Upgrade (F,CA&AS)
- n. Report – Strategic Plan for Economic Development (DP&Z)
- o. Report – Case Number 12 P-03/ Immaculate Conception Church Amended Conditional Use (DP&Z)
- p. O-22-2012 – An Ordinance Authorizing the Sale By Auction of Personal Property Owned By the City of Elmhurst
- q. O-24-2012 – An Ordinance Approving and Authorizing the Execution of a Non-Exclusive License Agreement By and Between the Elmhurst City Centre and the City of Elmhurst, DuPage and Cook Counties, Illinois
- r. O-25-2012 – An Ordinance Approving the Twenty-First Amendment to Real Estate Purchase Contract for the Purchase of the Real Property Commonly Known as 260 North York Street, Elmhurst, Illinois (Pauli)
- s. ZO-03-2012 – An Ordinance Granting a Variation From the Front Yard Setback Requirements at the Property Commonly Known as 446 E. Park Avenue in the City of Elmhurst
- t. R-30-2012 – A Resolution Approving and Authorizing the Execution of a Professional Engineering Services Agreement By and Between Walker Restoration Consultants and the City of Elmhurst for the Schiller Parking Structure Maintenance Repairs Project

10. Committee Reports

- a. Report – Stop Sign Request Vallette and Fairfield (PA&S)
 - 1. Majority Report
 - 2. Minority Report
- b. Report – Electric Aggregation (F,CA&AS)
- c. Report – Proposed North York Street Tax Increment Financing Redevelopment Plan and Project (DP&Z)

11. Reports and Recommendations of Appointed and Elected Officials

- a. Updates (Mayor DiCianni)

12. Ordinances

- a. O-23-2012 – An Ordinance Authorizing the Aggregation of Residential and Small Commercial/Retail Electrical Loads and Adopting an Electric Power Aggregation Plan of Operation and Governance By the City of Elmhurst, DuPage and Cook Counties, Illinois

13. Other Business

14. Adjournment

PLEASE NOTE:

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

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF THE ELMHURST, ILLINOIS
HELD ON MONDAY, MAY 7, 2012
209 NORTH YORK STREET
ELMHURST, ILLINOIS**

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**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF ELMHURST, ILLINOIS
HELD ON MONDAY, MAY 7, 2012
209 NORTH YORK STREET
ELMHURST, ILLINOIS**

EXECUTIVE SESSION 6:30 P.M. – ACQUISITION OF REAL PROPERTY, PENDING LITIGATION AND APPOINTMENT, EMPLOYMENT OR COMPENSATION OF A CITY OFFICER OR EMPLOYEE

1. Executive session was called to order at 6:32 p.m. by Mayor DiCianni for the purpose of Acquisition of Real Property, Pending Litigation and Appointment, Employment or Compensation of a City Officer or Employee.

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

Absent: Bob Dunn

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

Alderman Gutenkauf moved to convene into executive session for the purpose of Discussion of Acquisition of Real Property, Pending Litigation and Appointment, Employment or Compensation of a City Officer or Employee. Alderman Morley seconded.

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

Nays: None

13 ayes, 0 nays, 1 absent
Motion duly carried

Alderman Morley moved to adjourn executive session. Alderman Kennedy seconded. Voice vote. Motion carried. Executive session adjourned at 7:14 p.m.

CALL TO ORDER/ PLEDGE OF ALLEGIANCE/ROLL CALL

Attendance: 75

2. The Regular Meeting of the Elmhurst City Council was called to order by Mayor DiCianni at 7:34 p.m.

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

Absent: Bob Dunn

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

PUBLIC HEARING – RESIDENTIAL AGGREGATION FOR ELECTRIC RATES

3. Mayor DiCianni opened the public hearing at 7:37 p.m.

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

Absent: Bob Dunn

Mayor DiCianni stated the purpose of this Public Hearing is to hear and receive public comments on

the City of Elmhurst's draft Plan of Operation and Governance for its municipal electric aggregation program. He asked the City Clerk to declare any written comments.

Clerk Spencer stated written comments were received from the following persons:

Jim Belden
719 Berkley Ave.
Elmhurst, IL 60126

John Kelly
157 Highland Ave.
Elmhurst, IL 60126

Bill Everson
350 Cottage Hill Ave.
Elmhurst, IL 60126

Clerk Spencer stated the written comments are part of the record of the public hearing and will be distributed to Council.

Mayor DiCianni asked for anyone interested in speaking regarding Residential Aggregation for Electric Rates to please address the Council. The following persons spoke:

Mike Killian
481 N. Howard Ave.
Elmhurst, IL 60126

Spoke in support of lower electricity rates but questioned the City's liability. He asked if the City is jumping into this arrangement.

Kelly Synowic-Moroney
280 E. St. Charles Rd.
Elmhurst, IL 60126

Spoke in support of electric aggregation. She commended the City for "looking forward" to make changes that will benefit the next generation.

John Kelly
157 Highland Ave.
Elmhurst, IL 60126

Commended the City for putting electric aggregation into place. He stated savings to the residents could be approximately \$250. He stated he had a few questions for Council to ask the suppliers 1) Ask questions that will get the cleanest energy 2) ask for minimal or no exit fees and agree to terms before price 3) create a zero or pay clause in the contract.

Sue Williams
733 Benton Ct.
Elmhurst, IL 60126

Spoke in support of renewable energy. She stated continuing to work on a retro-fitting program will be good for the City of Elmhurst.

Barbara Lonergan
261 W. Fremont Ave.
Elmhurst, IL 60126

Spoke in support of 100% renewable energy. She urged the Council to choose 100% renewable energy credits.

Mark Stenftenagel
182 Olive St.
Elmhurst, IL 60126

Spoke in favor of 100% renewable energy.

Thomas Brackett
333 E. Webster Ave.
Elmhurst, IL 60126

Spoke in favor of electric aggregation and voiced his support of the Council for bringing forward the opportunity.

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

Spoke regarding electric aggregation by reminding everyone on how energy dependent we are. He stated the City has forced us to use their consultants and use who they say will save money. He stated the City is selling a bad idea.

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

Spoke regarding electric aggregation stating it will provide an opportunity for Elmhurst to be even more sustainable and better to live in. He asked Council to go beyond the minimum for renewable energy and move swiftly while the price is still low.

Alderman York moved to adjourn the public hearing. Alderman Morley seconded. Voice vote. Motion carried. The public hearing adjourned at 8:02 p.m.

PROCLAMATIONS

4. a. **BIKE TO WORK WEEK**

Mayor DiCianni asked Bike Task Force Chairman, Bob Hoel to join him at the podium while he read a proclamation declaring June 11-17, 2012 "Bike to Work Week" in Elmhurst.

Chairman Hoel accepted the proclamation stating biking is another transportation option. He stated on behalf of the Bicycle Task Force and the Elmhurst Bicycle Club he encourages all residents to walk or bike to the Metra Station that week.

b. **NATIONAL POLICE WEEK**

Mayor DiCianni asked Interim Police Chief Panico and Interim Deputy Police Chief Kveton to join him at the podium while he read a proclamation declaring May 13-19, 2012 as "National Police Week" in the City of Elmhurst. Mayor DiCianni thanked the Elmhurst Police for their dedication, hard work and outstanding service to the City of Elmhurst.

RECEIPT OF WRITTEN COMMUNICATIONS AND PETITIONS FROM THE PUBLIC

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

Submitted a letter regarding taxes and a copy of his tax bill.

Robert Tracy
166 E. Lake St., Unit F
Elmhurst, IL 60126

Submitted a letter regarding the US Supreme Court ruling, Citizens United v the Federal Election Commission and a pamphlet titled: *A Call to Action Organizing Our Communities to Overrule the Court*.

PUBLIC FORUM

6. Thomas Cruse
868 Saylor Ave.
Elmhurst, IL 60126

Spoke regarding the property tax increase on his tax bill. He asked the Council to take the lead on cutting property taxes.

Gilbert Fischer
586 N. Van Auken St.
Elmhurst, IL 60126

Spoke regarding property tax increases.

Tony Meneses
707 S. Parkside
Elmhurst, IL 60126

Spoke regarding the referral from Alderman Mulliner to the Finance, Council Affairs & Administrative Services Committee on holding more than one elected office. He questioned dual elected duty being lawful.

Elaine Zannis
147 Briarwood Ave.
Oak Brook, IL 60523-8718

Introduced herself stating she will be a frequent observer because she is a candidate for County Board District 2 and wants to visit municipalities in District 2. She also stated that Oak Brook just finished the electric aggregation process and referred those with questions to Oak Brook Village Manager Dave Niemeyer.

Darlene Heslop
200 N. Michigan #227
Elmhurst, IL 60126

Spoke regarding the referral item 8g. and asked Chairman Hipskind to put it on his Committee agenda.

Robert Tracy
166 E. Lake St., Unit F
Elmhurst, IL 60126

Spoke on the passage of the Supreme Court's decision Citizens United v the Federal Election Commission and how it could influence local municipal government. He asked the Council to pass a resolution to amend the ruling and put it on the November ballot.

ANNOUNCEMENTS

7. Alderman Polomsky announced all residents should report all power outages to ComEd 1-800-Edison-1. She stated call as soon as an outage occurs and call often to ensure ComEd has recorded your call.

Alderman Pezza announced that YELP will feature Elmhurst as a “Destination Location” from May 16-25, 2012. For more information visit www.yelp.com and search passport to Elmhurst.

Alderman Levin announced he and Ken Bartels will roast the Elmhurst Jaycees Distinguished Service Award recipient, John R. Quigley, at 6:00 p.m. on May 23, 2012 at the Diplomat West. For more information visit www.elmhurstchamber.org.

Mayor DiCianni announced on May 12, 2012 from 10:00 a.m.-4:00 p.m. at Timothy Christian School a worldwide relay race will be held for *Young for Unity* of the Focolare Movement. For more information visit www.facebook.com/run4unitychicago.

CONSENT AGENDA

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

- a. MINUTES OF THE REGULAR MEETING HELD ON MONDAY, APRIL 16, 2012 (City Clerk Spencer): Approve as published
- b. MINUTES OF THE EXECUTIVE SESSION HELD ON MONDAY, APRIL 16, 2012 (City Clerk Spencer): Receive and place on file
- c. MINUTES OF THE SPECIAL MEETING HELD ON MONDAY, APRIL 23, 2012 (Deputy City Clerk Van De Walle): Approve as published
- d. ACCOUNTS PAYABLE – APRIL 30, 2012, TOTAL \$ 1,134,268.05
- e. BID RESULTS, 2012 FIRE HYDRANT MATERIALS (City Clerk Spencer): Refer to the Public Works & Buildings Committee

May 2, 2012

TO: Mayor DiCianni and Members of the City Council

RE: Bid Results, 2012 Fire Hydrant Materials

In response to an invitation to bid for 2012 Fire Hydrant Materials Project No. 12-22, the City of Elmhurst advertised in the Elmhurst Independent on Thursday, March 29, 2012. Bids were received from four contractors. All bid packages were complete.

Bids were opened at 10:00 a.m. on Tuesday, April 17, 2012 by the City Clerk. The following is a summary of the bids received:

	ITEM	FIRE HYDRANT W/VALVE	
VENDOR		SIZE	UNIT PRICE
Mid American Water	1	4.5	\$2,386.00
Aurora, IL	2	5	\$2,436.00
	3	5.5	\$2,466.00
	4	6	\$2,534.00
	5	6.5	\$2,540.00
	6	7	\$2,582.00
		TOTAL	\$14,944.00
H D Waterworks	1	4.5	\$2,405.00
Carol Stream, IL	2	5	\$2,441.00
	3	5.5	\$2,483.00

4	6	\$2,524.00
5	6.5	\$2,565.00
6	7	\$2,609.00
	TOTAL	\$15,027.00

Water Products Co.	1	4.5	\$2,420.00
Aurora, IL	2	5	\$2,464.00
	3	5.5	\$2,505.00
	4	6	\$2,549.00
	5	6.5	\$2,592.00
	6	7	\$2,635.00
	TOTAL		\$15,165.00

Ziebell	1	4.5	\$2,438.00
Elk Grove, IL	2	5	\$2,480.00
	3	5.5	\$2,522.90
	4	6	\$2,565.20
	5	6.5	\$2,580.00
	6	7	\$2,649.80
	TOTAL		\$15,235.90

Respectfully submitted,
/s/ Patty Spencer
City Clerk

- f. BID RESULTS, 135 N. ADDISON DEMO/DECONSTRUCTION/ABATEMENT (City Clerk Spencer): Refer to the Public Works & Buildings Committee

May 3, 2012

TO: Mayor DiCianni and Members of the City Council
RE: Bid Results, 135 N. Addison Demo/Deconstruction/Abatement

In response to an invitation to bid for Demolition with Asbestos Abatement/Demolition with Selective Deconstruction and with Asbestos Abatement of 135 North Addison Avenue, Project 12-17, the City of Elmhurst advertised in the Elmhurst Press, on Friday, April 13, 2012. Bids were received from nine contractors. All bid packages were complete.

Bids were opened at 10:00 a.m. on Tuesday, May 1, 2012 by the City Clerk. Attached is a summary of the bids received.

Respectfully submitted,
/s/ Patty Spencer
City Clerk

- g. RESTRICTION ON NUMBER OF ELECTED POSITIONS HELD BY A MEMBER OF THE CITY COUNCIL – ALDERMAN MULLINER (City Manager Grabowski): Refer to the Finance, Council Affairs & Administrative Services Committee

May 1, 2012

To: Mayor DiCianni and Members of the City Council
Re: Restriction on Number of Elected Positions Held by a Member of the City Council – Alderman Mulliner

It is respectfully requested that the attached request from Alderman Mulliner regarding the development of an ordinance restricting all elected officials serving the City of Elmhurst from holding more than one (1) elected office at a time, be referred to the Finance, Council Affairs & Administrative Services Committee for review and recommendation back to the City Council.

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

- h. TRAFFIC CONTROL REQUEST PROCEDURE – ALDERMAN PEZZA (City Manager Grabowski): Refer to the Public Affairs & Safety Committee

May 3, 2012

To: Mayor DiCianni and Members of the City Council
Re: Traffic Control Request Procedure – Ald. Paula Pezza

It is respectfully requested that the attached request from Alderman Paula Pezza regarding evaluating traffic control requests 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

- i. REPORT – 2012-2014 STREET SWEEPING CONTRACT BIDS The following report of the Public Works & Building Committee was presented for passage:

January 23, 2012

To: Mayor DiCianni and Members of the City Council
Re: 2012 - 2014 Street Sweeping Contract Program

The Public Works and Buildings Committee met on Monday, January 23, 2012 to review bids received for the 2012 – 2014 Street Sweeping Contract. The bids received are summarized on Attachment “A”.

The contract is for three-years from 2012 through 2014. Bids were solicited to sweep streets throughout the City five (5) times from March through Mid-October, to sweep business districts streets weekly, to sweep City parking lots monthly, and to perform two leaf sweeping cycles from mid-October through November. Unit prices were also solicited to perform additional general sweeping cycles above the five cycles that were required in the base bid.

Four firms submitted bids. Diamond Sweeping Company, Incorporated of Chicago, Illinois, submitted the lowest responsible, responsive bid, with a three-year total price for the base bid requirements of \$470,477.00. Diamond Sweeping Company has performed similar work in an acceptable manner for the Villages of Gurnee and Park Forest, and the City of Highland Park.

The Staff recommends performing seven (7) general sweeping cycles per year; the five cycles included in the base bid plus two additional cycles. This would allow the City’s streets to be swept once per month throughout the summer. Including the two additional sweeps per year makes the total three-year contract cost \$550,977.00.

Funds for the Street Sweeping Contract in the amount of \$170,000.00 are proposed for the 2012/13 budget General Fund Account 110-6041-432-30-98. The funds are sufficient to award the contract with two additional general sweeping cycles.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the bid from Diamond Sweeping Company, Inc., of Chicago, Illinois, for the 2012 - 2014 Street Sweeping Contract be accepted with two (2) additional general sweeping cycles per year for a total three-year contract price of \$550,977.00, and the City attorney be authorized to draft a resolution approving the contract.

Respectfully submitted,
Public Works and Building Committee
/s/ Jim Kennedy
Chairman

/s/ Bob Dunn
Vice-Chairman
/s/ Chris Healy
/s/ Diane Gutenkauf

- j. REPORT – SCHILLER/PALMER PARKING STRUCTURE MAINTENANCE REPAIRS DESIGN AND CONSTRUCTION ENGINEERING SERVICES PROPOSAL The following report of the Public Works & Building Committee was presented for passage:

April 23, 2012

TO: Mayor DiCianni and Members of the City Council
RE: Schiller/Palmer Parking Structure Maintenance Repairs Design and Construction Engineering Services Proposal

The Public Works and Building Committee met on Monday, April 23, 2012 to discuss proposals received for professional engineering services for design engineering and construction administration of the Schiller/Palmer Parking Structure Maintenance Repairs Project. Proposals were requested from five area consultants. Proposals were received from three consultants and are summarized below.

<u>Consultant</u>	<u>Design</u>	<u>Construction Engineering</u>	<u>Total</u>
Walker Restoration Consultants	\$13,320	\$6,112*	\$19,432
Kellermeyer, Godfryt, and Hart PC	\$17,900	\$10,200**	\$28,100
Wiss, Janney, Elstner Assoc.	\$26,000	\$13,875***	\$39,875
CTL Group		Did not submit due to workload	
Building Consultants		Did not submit due to workload	

* Six week construction schedule

**Quote was for \$1700 per week with no terminus; adjusted to a six week construction schedule

***Quote was \$18,000 based on an estimated eight week schedule; adjusted to six week schedule for comparison purposes.

The low proposal was Walker Restoration Consultants of Elgin. Walker Restoration Consultants is a subsidiary of Walker Parking Consultants; the engineering firm that designed the original Schiller/Palmer Parking Structure. Walker Restoration Consultants has provided similar professional services for the City in the past in a satisfactory and professional manner on both the Schiller and Adelaide Parking Structures.

Maintenance repair work for the Schiller Palmer Parking Structure is estimated at \$165,000 in FY 12/13.

Professional engineering services include the preparation of contract plans, specifications and cost estimate along with bidding assistance. The plans and specifications will provide sufficient guidance to the contractor necessary to bid the project. Construction administration and observations will include review of shop drawings, material testing reports, periodic and final inspection and pay requests.

Parking structures are exposed to the elements, with the internal structural steel susceptible to corrosion from road salts. Regular routine maintenance of these facilities helps protect the steel, thereby extending the life of the structure and reducing the likelihood of major structural repairs in the future. The Schiller/Palmer Parking Deck was constructed in 1991 and expanded in 2003.

Monies for this project have been carried over from the FY 2011/12 Budget, Account Number 530-0088-503-30-26, in the amount of \$15,600 and are provided in the FY 2012/13 Budget, Account Number 530-0088-503-50-14, in the amount of \$165,000 for the construction including construction engineering.

	FUNDING YEAR	ACCOUNT	BUDGET AMOUNT	ENGINEERING COST
Design	2011/2012 carry over	530-0088-503-30-	\$15,600	\$13,320

		26		
Construction	2012/2013	530-0088-503-50-14	\$165,000	\$6,112

It is, therefore, the recommendation of the Public Works and Building Committee that the Engineering Services Proposal from Walker Restoration Consultants for the Schiller/Palmer Parking Structure Maintenance Repairs in the amount of \$19,432, be accepted, and that the City attorney be authorized to prepare a resolution approving a contract with Walker Restoration Consultants.

Respectfully submitted,
Public Works and Building Committee
/s/ Jim Kennedy
Chairman
/s/ Bob Dunn
Vice-Chairman
/s/ Chris Healy
/s/ Diane Gutenkauf

- k. REPORT – 2012 CONTRACT PAVING PROGRAM The following report of the Public Works & Building Committee was presented for passage:

April 23, 2012

TO: Mayor DiCianni and Members of the City Council
RE: 2012 Contract Paving Program

The Public Works and Buildings Committee met on Monday, April 23, 2012 to review bids for the 2012 Contract Paving Program. The eleven (11) bids received from area contractors are summarized on Attachment “A”.

The bids received will provide for the grinding and bituminous overlay of approximately 4.4 miles of asphalt streets and removal and replacement of approximately 15,000 lineal feet of curb and gutter. Other work will include utility structure adjustments, related storm sewer work, paving of driveway approaches, restoration of parkways, and traffic control.

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

The low bidder for this project was Orange Crush, LLC of Hillside, IL. Orange Crush 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, which allows the contractor to request withdrawal of their bid.

The lowest responsible bidder, meeting all of the bidding requirements, was CA Cement Construction of Bloomingdale, IL. CA’s bid is \$1,831,406.29. CA Cement has worked for the City in the past, most recently during the 2009 Contract Paving project. All work was done in a satisfactory manner.

The bid includes \$1,279,760.47 to resurface 4.4 miles of asphalt streets. Monies for this work have been provided in the FY12/13 Budget in the following accounts as described below:

<u>ACCOUNT DESCRIPTION</u>	<u>ACCOUNT CODE</u>	<u>BUDGET AMOUNT</u>
2012 Street Resurfacing	110-6041-432-80-15	\$ 1,500,000
Concrete Streets	110-6041-432-80-15	\$ 300,000

Unimproved Roads	110-6041-432-30-08	\$ 60,000
Parking Lot Paving	310-0089-461-80-26	\$ 20,000
Pavement Striping	110-6041-432-3046	\$ 35,000
Asphalt Patching	110-6041-432-30-02	\$ 70,000
	510-6052-501-30-02	\$ 30,000
	510-6056-502-30-02	<u>\$ 20,000</u>
Total		\$ 2,035,000

It is, therefore, the recommendation of the Public Works and Building Committee that the unit prices submitted by CA Construction for the 2012 Contract Paving Program be accepted and that authorization be granted to spend up to \$1,500,000 from the Street Resurfacing account to pave a total of 5 miles of asphalt streets and that the City attorney should be authorized to draft a resolution approving a contract with CA Construction.

Respectfully submitted,
Public Works and Building Committee
/s/ Jim Kennedy
Chairman
/s/ Bob Dunn
Vice-Chairman
/s/ Chris Healy
/s/ Diane Gutenkauf

- I. REPORT – 2012 COOL CARS EVENT SERIES The following report of the Public Affairs & Safety Committee was presented for passage:

April 23, 2012

To: Mayor DiCianni and Members of the City Council
Re: 2012 Cool Cars Event Series

The Public Affairs and Safety Committee met on April 23, 2012 to discuss the request from Elmhurst City Centre for a Temporary Use and Event Permit for the 2012 “Cool Cars under the Stars” event series. A representative from Elmhurst City Centre was available to answer the Committee’s questions.

The event is planned for Wednesday nights between Memorial Day and Labor Day, with the exception of July 4th and August 29th totaling 11 evenings for the series. City Centre would like to adjust the times for the 2012 event slightly to start at 6:00 p.m. and continue to 8:30 p.m.

Additionally, they would like to propose a change in the layout in order to adjust to the evolving pattern of car participation at the event and to increase the numbers of owners showing their cars. A map of the proposed layout is attached. It is anticipated that the result of these layout changes will also increase the attendance at the event, bringing more people into Elmhurst and thereby increasing patronization of downtown businesses.

The proposed changes are as follows:

- There would be two theme lots (versus one in the past) on the west side of Addison between First and Second Streets – the Charter One lot (as in the past) and the municipal parking lot to the north (which has been used by people parking classic cars, but has not been reserved or managed by City Centre for use as a theme lot).

- Three tents would be erected on the sidewalks along Addison (previously all tents were in the Charter One Lot)—a music (radio station or DJ) tent on the east side of Addison at Schiller Court and two City Centre information/promotion tents positioned on the west side of Addison near the corners of the two theme lots.
- One lane of York would be open coming from the south (previously York was completely closed at the railroad tracks). Cool Cars reserved parking on all streets other than Addison (from First to Second) would be eliminated.

As in the past, the event series will follow its traditional format, with special parking and street signage posted on the day of the event and increased police presence. Set up in the parking lots and on the sidewalks would commence at 4:00 p.m.

All layout/staging plans and operational parameters for this event series will be put into place only after consultation and discussion with and approval from the Elmhurst Police, Fire and Public Works Departments. City Centre will continue to work with the Police and Public Works Departments with respect to all ongoing planning and execution of the event series over the course of the summer and will make any adjustments as may be required.

Appropriate liability insurance coverage will be in place at all times and documentation of the same provided to the City.

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 Elmhurst City Centre to hold the 2012 “Cool Cars under the Stars” event series on Wednesday nights from 6:00 p.m. to 8:30 p.m. between Memorial Day and Labor Day, with the exception of July 4th and August 20th.

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

- m. REPORT – CASE NUMBER 12 ZBA-01/FRIES VARIATION – 446 E. PARK AVENUE The following report of the Development, Planning & Zoning Committee was presented for passage:

April 24, 2012

TO: Mayor DiCianni and Members of City Council

RE: Case Number 12 ZBA-01 /Fries Variation – 446 E. Park Avenue

Request for front yard setback variation for the purpose of constructing an addition, pursuant to Section 7.3-5 of the Elmhurst Zoning Ordinance, on property commonly known as 466 E. Park Avenue (PIN 06-01-406-028), said property being wholly located within the R1 Single Family Residence district.

The Development, Planning and Zoning Committee met on April 23, 2012 to review the Zoning & Planning Commission report dated April 2, 2012 recommending approval of the subject request. The Committee also reviewed the Application and supplemental information submitted by the applicant, and the transcripts of the Public Hearing. The Committee noted that the application materials contained 11 letters from neighbors in support of the requested variation.

During the Public Hearing, two concerns were brought up by interested parties: that the proposed addition will exacerbate neighborhood flooding and, that the proposed addition would hinder sight

lines going around the curve on Park Avenue. The proposed addition adds only 75 square feet of impervious surface to the property and, while flooding is a legitimate concern, is not germane to this specific request; this proposed addition will not exacerbate the flooding problem.

The Committee discussed the proposed addition that is the subject of this request. The Committee noted that the Applicant is requesting this variation to build an addition which will consist of a one-car garage (resulting in a two-car tandem garage), a mud room and an unenclosed front porch on the first floor, and two new bedrooms and bathrooms on the second floor.

The subject site is located on the curve of Park Avenue and the current house establishes the sight lines. The only portion of the proposed addition that protrudes forward into the current sight lines (relative to automobile traffic on Park Avenue) is the open, unenclosed front porch. The remainder of the proposed addition is behind the existing, established front setback of the existing house. (See Exhibit "A" attached).

The Committee agreed with the findings of the Zoning and Planning Commission that the Applicant's request is warranted and meets the three Standards for Variations. Upon conclusion of discussion, the Committee concurred with the Zoning & Planning Commission's recommendation that sufficient evidence was presented to warrant the requested front yard setback variation.

It is, therefore, the recommendation of the Development, Planning and Zoning Committee to support the recommendation of the Zoning & Planning Commission for approval of this request. The City Attorney is hereby directed to prepare the necessary documents for City Council approval.

Respectfully submitted,
Development, Planning and Zoning
Committee

/s/ Steven Morley

Chairman

/s/ Dannee Polomsky

Vice-Chairman

/s/ Norman Leader

- n. O-20-2012 – AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE LICENSE AGREEMENT BY AND BETWEEN THE YORK AND VALLETTE BUSINESS ASSOCIATION AND THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS (FARMER'S MARKET)

Ordinance O-20-2012 was presented for passage.

- o. O-21-2012 – AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE LICENSE AGREEMENT BY AND BETWEEN ELMHURST JAYCEES, INC. AND THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS

Ordinance O-21-2012 was presented for passage.

- p. R-25-2012 – A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR THE 2012 CONTRACT PAVING PROGRAM FOR THE CITY OF ELMHURST, ILLINOIS

Resolution R-25-2012 was presented for passage.

- q. R-26-2012 – A RESOLUTION WITHDRAWING THE NOTICE OF AWARD ISSUED AND REJECTING THE PROPOSAL OF DIAMOND SWEEPING COMPANY, INC. AND AUTHORIZING THE ISSUANCE OF A NEW NOTICE OF AWARD FOR THE 2012 STREET SWEEPING PROJECT FOR THE CITY OF ELMHURST, ILLINOIS (see item 8i)

Resolution R-26-2012 was presented for passage.

- r. R-27-2012 – A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN CARL WARREN & COMPANY AND THE CITY OF ELMHURST, FOR THE THIRD PARTY ADMINISTRATION OF LIABILITY CLAIMS

Resolution R-27-2012 was presented for passage.

- s. R-28-2012 – A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN EMPLOYER'S CLAIM SERVICE, INC. AND THE CITY OF ELMHURST, FOR THE ADMINISTRATION OF ILLINOIS WORKERS' COMPENSATION CLAIMS

Resolution R-28-2012 was presented for passage.

- t. R-29-2012 – A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN PENN CREDIT CORPORATION AND THE CITY OF ELMHURST, FOR THE DEBT COLLECTION SERVICES

Resolution R-29-2012 was presented for passage.

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

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

Nays: None

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

REPORTS AND RECOMENDATIONS OF APPOINTED AND ELECTED OFFICIALS

9. a. UPDATES (Mayor DiCianni)

Mayor DiCianni announced ComEd is working around the City, updating the infrastructure as they promised. He stated they are trimming trees, replacing poles, and up-dating the system.

Alderman Bram reported on a meeting that he, the City Manager, and Mayor took part in with a consultant regarding Western Access. He stated an off ramp will come off of southbound 294 onto County Line Road south of Grand Avenue that will provide access to North Avenue going east and west.

- b. APPOINTMENT OF AN ASSISTANT CITY MANAGER – KOPP (City Manager Grabowski): Concur with the City Manager's recommendation

May 3, 2012

To: Mayor DiCianni and Members of the City Council
Re: Appointment of an Assistant City Manager – Kopp

It is my recommendation that Mr. Michael D. Kopp be appointed to the position of Assistant City Manager, effective upon his retirement as Fire Chief on May 8, 2012. Mr. Kopp has the professional, management, and leadership skills necessary to succeed in the new position of full-time Assistant City Manager, approved in the 2012/13 Budget.

In accordance with Section 3.02(c)(15) of the Elmhurst Municipal Code, I seek City Council confirmation of the appointment of Michael D. Kopp, to the position of Assistant City Manager.

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

Alderman Levin moved to approve item 9b. Appointment of an Assistant City Manager – Kopp.

Alderman York seconded. Roll call vote:

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

Nays: Pezza, Bram

Results: 11 ayes, 2 nays, 1 absent
Motion carried

Mayor DiCianni congratulated Assistant City Manager Kopp on his appointment as Elmhurst's very first full-time Assistant City Manager. He stated the Council looks forward to his leadership and hard work.

c. APPOINTMENT OF INTERIM FIRE CHIEF – BACIDORE (City Manager Grabowski)

Alderman Hipkind moved to appoint Jeff Bacidore Interim Fire Chief. Alderman Morley seconded. Voice vote, unanimous. Motion carried.

Mayor DiCianni congratulated newly appointed Interim Fire Chief Bacidore.

OTHER BUSINESS

12. None.

ADJOURNMENT

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

Peter P. DiCianni III, Mayor

Patty Spencer, City Clerk

CITY OF ELMHURST
 ACCOUNTS PAYABLE SUMMARY SHEET
 MAY 21, 2012

	<u>REGULAR</u>	<u>INTERIM</u>	<u>TOTAL</u>
<u>CHECKS</u>			
GENERAL FUND	\$1,120,174.22	5,540.33	\$1,125,714.55
LIBRARY FUND	238.59	2,837.52	3,076.11
REDEVELOPMENT	4,030.00	-	4,030.00
INDUSTRIAL DEVELOPMENT	225.00	-	225.00
RT 83 COMMERCIAL DEVELOPMENT	50.00	-	50.00
MUNICIPAL UTILITY FUND	703,484.19	4,126.83	707,611.02
PARKING REVENUE SYSTEM FUND	16,874.10	-	16,874.10
	<u>1,845,076.10</u>	<u>12,504.68</u>	<u>1,857,580.78</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 MAY 21, 2012 AND YOU ARE HEREBY
 AUTHORIZED TO PAY THEM FROM THE APPROPRIATE BUDGET ACCOUNT.

 MAYOR

 CITY CLERK

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

PREPARED 05/15/2012, 8:55:47
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 05/21/2012 CHECK DATE: 05/24/2012

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000032 111955	00	A & A EQPT & SUPPLY CO 000142	01	05/21/2012	510-6052-501.40-98	FILTER SET	106.94	
						VENDOR TOTAL *	106.94	
0018234 11814	00	A MOON JUMP FOR U 000043	01	05/21/2012	110-7060-451.60-65	TENT/ETC FINAL PAYMENT	583.00	
						VENDOR TOTAL *	583.00	
0019717 1663	00	AAA CONCRETE RAISING COMPANY 000463	01	05/21/2012	110-6041-432.30-69	SLABJACKING	23,380.00	
						VENDOR TOTAL *	23,380.00	
0014859 09033	00	ABRAHAM LINCOLN PRESIDENTIAL LIBRY 000392	01	05/21/2012	110-7060-451.60-64	MICROFILM	94.00	
						VENDOR TOTAL *	94.00	
0020482 19053,19054	00	ABRAHAM, ACCAMMA 000372	01	05/21/2012	110-0000-260.02-00	VEHICLE STICKER REFUND	36.00	
						VENDOR TOTAL *	36.00	
0000009 282554 282635 282413 282315 282337 282469 282249 282288 282345 282508 282462 282557 282583 282633 282494 282489 282540 282440	00	ACE HARDWARE 000115 000671 000097 000767 000768 000769 000382 000383 000384 000385 000386 000387 000388 000766 000771 000772 000773 000770	01	05/21/2012 05/21/2012 05/21/2012 05/21/2012 05/21/2012 05/21/2012 05/21/2012 05/21/2012 05/21/2012 05/21/2012 05/21/2012 05/21/2012 05/21/2012 05/21/2012 05/21/2012 05/21/2012 05/21/2012 05/21/2012 05/21/2012	110-5030-421.40-98 110-5030-421.40-98 110-6044-435.40-98 110-6046-418.50-01 110-6046-418.50-01 110-6046-418.50-01 110-7060-451.60-44 110-7060-451.60-44 110-7060-451.60-44 110-7060-451.60-44 110-7060-451.60-44 110-7060-451.60-44 110-7060-451.60-44 110-7060-451.60-44 110-7060-451.60-44 110-7060-451.50-01 110-7060-451.50-01 110-7060-451.50-01 530-0088-503.50-14	KEY KEYS ANT/ROACH RAID SINK REPAIR RETURNED MERCHANDISE FOUNTAIN CHEMICALS EXHIBIT SUPPLIES EXHIBIT SUPPLIES EXHIBIT SUPPLIES EXHIBIT SUPPLIES EXHIBIT SUPPLIES EXHIBIT SUPPLIES EXHIBIT SUPPLIES EXHIBIT SUPPLIES EXHIBIT SUPPLIES PAINT WALL REPAIR BOTTLED WATER FASTENERS	2.69 16.12 11.98 8.99 8.99 32.83 38.84 32.34 78.33 47.63 40.12 35.01 6.92 34.06 27.89 3.41 5.99 22.63	
						VENDOR TOTAL *	436.79	
0020484 2603	00	ACME DESIGN INC 000389	01	05/21/2012	110-7060-451.60-44	EXHIBIT EXPENSE	1,775.00	
						VENDOR TOTAL *	1,775.00	
0000803 80123 80090 80163	00	AIR ONE EQUIP, INC 000073 000074 000075	01	05/21/2012 05/21/2012 05/21/2012	110-4020-422.50-08 110-4020-422.40-62 110-4020-422.40-62	SCBA MONITOR UNIFORM SUPPLIES UNIFORM SUPPLIES	397.50 716.00 43.00	

PREPARED 05/15/2012, 8:55:47
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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
INVOICE NO	VOUCHER NO	P.O. NO						
0000803	00	AIR ONE EQUIP, INC						
80058	000076		01	05/21/2012	110-4020-422.40-62	UNIFORM SUPPLIES	32.56	
80091P	000452		01	05/21/2012	110-4020-422.40-75	HOSE CONNECTION	2,875.00	
80085	000453		01	05/21/2012	110-4020-422.60-98	RABBIT TOOL DEVICE KIT	3,470.00	
VENDOR TOTAL *							7,534.06	
0007472	00	AIRGAS NORTH CENTRAL						
105669202	000314		01	05/21/2012	110-6047-512.40-98	GAS CYLINDER RENTAL	287.05	
105628821	000315		01	05/21/2012	110-6047-512.40-98	GAS CYLINDER RENTAL	24.50	
105676174	000316		01	05/21/2012	110-6047-512.40-98	GAS CYLINDER RENTAL	5.14	
VENDOR TOTAL *							316.69	
0019010	00	AL PIEMONTE FORD SALES, INC						
529630	000319		01	05/21/2012	110-6047-512.50-16	TRK/PARTS PD-15	56.33	
529728	000320		01	05/21/2012	110-6047-512.50-16	TRK/PARTS F-10	312.49	
VENDOR TOTAL *							368.82	
0019211	00	ALANIZ LANDSCAPE GRP						
4441	000840		01	05/21/2012	110-6043-434.30-34	LAWN MAINT	1,178.00	
4455	000841		01	05/21/2012	110-6043-434.30-34	LAWN MAINT	4,905.87	
VENDOR TOTAL *							6,083.87	
0000016	00	ALEXANDER EQPT CO INC						
84055	000317		01	05/21/2012	110-6047-512.50-16	POLE PRUNER	51.79	
VENDOR TOTAL *							51.79	
0016508	00	ALL AMERICAN LANDSCAPING LTD						
2812	000054		01	05/21/2012	110-6043-434.30-34	LAWN CUTTING	130.00	
2813	000055		01	05/21/2012	110-6043-434.30-34	LAWN CUTTING	130.00	
VENDOR TOTAL *							260.00	
0018823	00	ALL CHICAGOLAND MOVING						
22588	000137		01	05/21/2012	110-0000-260.02-00	VEHICLE STICKER REFUND	36.00	
VENDOR TOTAL *							36.00	
0017639	00	ALL TRAFFIC SOLUTIONS						
SIN001881	000096		01	05/21/2012	110-5030-421.50-01	RADAR SIGN REPAIR	215.00	
VENDOR TOTAL *							215.00	
0004999	00	ALLIANCE PLBG & SEWER						
APRIL 2012	000471		01	05/21/2012	110-4025-424.30-12	PLUMBING INSPECTIONS	3,257.10	
VENDOR TOTAL *							3,257.10	
0000078	00	ALLIED WASTE/REPUBLIC #551						
551-009347703	000398		01	05/21/2012	110-6045-441.30-65	REFUSE COLLECTION	217,985.11	
551-009347703	000399		01	05/21/2012	110-6045-441.30-83	REFUSE COLLECTION	50,160.00	
0551-009351927	000835		01	05/21/2012	110-6045-441.30-65	WASTE DISPOSAL	2,231.72	
VENDOR TOTAL *							270,376.83	
0010804	00	ALLSTAR AUTO GLASS INC						

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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
0010804 WOB88622	00	ALLSTAR AUTO GLASS INC 000318	01	05/21/2012	110-6047-512.50-02	TRK/PARTS PD-21	259.25	
						VENDOR TOTAL *	259.25	
0006621 9903216 9891187	00	ALTEC INDUSTRIES, INC 000322 000440	01	05/21/2012 05/21/2012	110-6047-512.50-16 110-6047-512.50-16	TRK/PARTS PW50 TRK/PARTS PW50	125.15 1,027.14	
						VENDOR TOTAL *	1,152.29	
0020240 01738207 01734037	00	AMERICAN WELDING & GAS INC 000323 000324	01	05/21/2012 05/21/2012	110-6047-512.40-98 110-6047-512.40-98	GAS CYLINDER RENTAL GAS CYLINDER RENTAL	102.90 40.53	
						VENDOR TOTAL *	143.43	
0006708 04183321	00	AMLINGS FLOWERLAND 000807	01	05/21/2012	110-5030-421.60-98	FLOWER ARRANGEMENT	70.94	
						VENDOR TOTAL *	70.94	
0007283 04/27/2012 04/27/2012 04/26/2012 04/17-04/20/12	00	ANASZEWICZ, WILLIAM 000077 000078 000079 000454	01	05/21/2012 05/21/2012 05/21/2012 05/21/2012	110-4020-422.60-25 110-4020-422.60-11 110-4020-422.60-25 110-4020-422.60-11	EXPENSE REIMBURSEMENT EXPENSE REIMBURSEMENT EXPENSE REIMBURSEMENT EXPENSE REIMBURSEMENT	910.38 385.50 204.50 1,169.05	
						VENDOR TOTAL *	2,669.43	
0013255 122496 121658 122496 121658 122496 121658 122496 121658 122496 122398 121658	00	ANDERSON ELEVATOR CO 000755 000761 000754 000759 000756 000760 000753 000757 000758	01	05/21/2012 05/21/2012 05/21/2012 05/21/2012 05/21/2012 05/21/2012 05/21/2012 05/21/2012 05/21/2012 05/21/2012	110-5030-421.30-98 110-5030-421.30-98 110-6046-418.50-01 110-6046-418.30-25 110-7060-451.50-01 110-7060-451.50-01 530-0088-503.30-25 530-0088-503.30-25 530-0088-503.30-25	MONTHLY MAINT FEE MONTHLY MAINT FEE MONTHLY MAINT FEE MONTHLY MAINT FEE MONTHLY MAINT FEE MONTHLY MAINT FEE MONTHLY MAINT FEE PRESSURE TEST MONTHLY MAINT FEE	121.00 121.00 121.00 121.00 176.00 176.00 484.00 244.50 484.00	
						VENDOR TOTAL *	2,048.50	
0008989 05/30/2012 05/30/2012	00	ANTIOCH BRASS QUINTET 000488 000489	01	05/21/2012 05/21/2012	110-0094-454.60-32 110-1001-411.60-56	MEMORIAL DAY PARADE MEMORIAL DAY PARADE	750.00 400.00	
						VENDOR TOTAL *	1,150.00	
0020274 112328 112328 112328 112328 112328 112328 112328	00	ASSURANCE AGENCY, LTD 000497 000511 000498 000512 000499 000513	01	05/21/2012 05/21/2012 05/21/2012 05/21/2012 05/21/2012 05/21/2012	110-1001-411.20-04 110-1001-411.20-05 110-2006-413.20-04 110-2006-413.20-05 110-2007-413.20-04 110-2007-413.20-05	HEALTH INS DENTAL INS HEALTH INS DENTAL INS HEALTH INS DENTAL INS	27.19 34.49 70.03 79.14 21.82 18.64	

PREPARED 05/15/2012, 8:55:47
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BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	NO	VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO		NO NO						AMOUNT
0020274	00	ASSURANCE AGENCY, LTD						
112328		000500	01	05/21/2012	110-2008-413.20-04	HEALTH INS	24.74	
112328		000514	01	05/21/2012	110-2008-413.20-05	DENTAL INS	47.37	
112328		000501	01	05/21/2012	110-3015-414.20-04	HEALTH INS	8.19	
112328		000515	01	05/21/2012	110-3015-414.20-05	DENTAL INS	18.47	
112328		000502	01	05/21/2012	110-4020-422.20-04	HEALTH INS	343.25	
112328		000516	01	05/21/2012	110-4020-422.20-05	DENTAL INS	345.79	
112328		000503	01	05/21/2012	110-4025-424.20-04	HEALTH INS	64.65	
112328		000517	01	05/21/2012	110-4025-424.20-05	DENTAL INS	80.33	
112328		000504	01	05/21/2012	110-5030-421.20-04	HEALTH INS	559.54	
112328		000518	01	05/21/2012	110-5030-421.20-05	DENTAL INS	635.33	
112328		000505	01	05/21/2012	110-6040-431.20-04	HEALTH INS	359.14	
112328		000519	01	05/21/2012	110-6040-431.20-05	DENTAL INS	169.38	
112328		000506	01	05/21/2012	110-7060-451.20-04	HEALTH INS	10.88	
112328		000520	01	05/21/2012	110-7060-451.20-05	DENTAL INS	21.69	
112328		000510	01	05/21/2012	210-8070-452.20-04	HEALTH INS	110.30	
112328		000521	01	05/21/2012	210-8070-452.20-05	DENTAL INS	128.29	
112328		000507	01	05/21/2012	510-6050-501.20-04	HEALTH INS	129.99	
112328		000522	01	05/21/2012	510-6050-501.20-05	DENTAL INS	34.06	
112328		000508	01	05/21/2012	510-6055-502.20-04	HEALTH INS	113.36	
112328		000523	01	05/21/2012	510-6055-502.20-05	DENTAL INS	17.12	
112328		000509	01	05/21/2012	530-0088-503.20-04	HEALTH INS	11.92	
112328		000524	01	05/21/2012	530-0088-503.20-05	DENTAL INS	14.90	
						VENDOR TOTAL *	3,500.00	
0012277	00	AT&T						
63094131383002		000245	01	05/21/2012	110-1001-411.30-75	MONTHLY PHONE	12.48	
63078266949097		000527	01	05/21/2012	110-1001-411.30-75	MONTHLY PHONE	24.97	
63094177985546		000248	01	05/21/2012	110-4020-422.30-75	MONTHLY PHONE	78.52	
63094112299292		000246	01	05/21/2012	110-5030-421.30-75	MONTHLY PHONE	27.86	
63083402982045		000247	01	05/21/2012	110-6040-431.30-75	MONTHLY PHONE	77.06	
63094131383002		000244	01	05/21/2012	510-6055-502.30-75	MONTHLY PHONE	12.47	
63027936943334		000709	01	05/21/2012	530-0088-503.30-75	MONTHLY PHONE	25.32	
						VENDOR TOTAL *	258.68	
0009804	00	ATLAS VAN LINES, INC						
SE92418001		000437	01	05/21/2012	110-7060-451.60-44	SHIPPING FEES	1,171.09	
						VENDOR TOTAL *	1,171.09	
0012291	00	AUTO TECH CENTERS INC						
234605		000325	01	05/21/2012	110-6047-512.50-20	TIRES/PW110	480.44	
234606		000326	01	05/21/2012	110-6047-512.50-20	TIRES/PD-28	482.94	
						VENDOR TOTAL *	963.38	
0006353	00	BAADER, MARK W						
03/19/2012		000109	01	05/21/2012	510-6050-501.60-37	EXPENSE REIMBURSEMENT	10.00	
						VENDOR TOTAL *	10.00	
0018177	00	BARTELS CONSULTING, KEN						

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0018177	00	BARTELS CONSULTING, KEN						
05/09/2012	000822		01	05/21/2012	110-1001-411.30-12	PROFESSIONAL SVCS	247.50	
05/09/2012	000823		01	05/21/2012	110-3015-414.30-12	PROFESSIONAL SVCS	1,980.00	
05/09/2012	000824		01	05/21/2012	110-3015-414.30-52	PROFESSIONAL SVCS	315.00	
05/09/2012	000821		01	05/21/2012	110-7060-451.30-12	PROFESSIONAL SVCS	1,260.00	
VENDOR TOTAL *							3,802.50	
0012081	00	BAXTER & WOODMAN						
0162448	000839		01	05/21/2012	510-6057-502.40-31	MINOR EQUIP	2,900.00	
VENDOR TOTAL *							2,900.00	
0013718	00	BENES, JAMES J, & ASSOCS, INC						
1091 180	000461		01	05/21/2012	110-6040-431.30-26	PROF ENG SVS	1,221.30	
1091 100	000492		01	05/21/2012	110-6040-431.30-26	PROF ENG SVCS	162.84	
1091 189	000493		01	05/21/2012	110-6040-431.30-26	PROF ENG SVCS	325.68	
1091 206	000494		01	05/21/2012	110-6040-431.30-26	PROF ENG SVCS	325.68	
1091 209	000495		01	05/21/2012	110-6040-431.30-26	PROF ENG SVCS	162.84	
1091 213	000496		01	05/21/2012	110-6040-431.30-26	PROF ENG SVCS	488.52	
VENDOR TOTAL *							2,686.86	
0000060	00	BERGHEGER, BRIAN						
FEB-APRIL 2012	000737		01	05/21/2012	110-7060-451.60-54	EXPENSE REIMBURSEMENT	113.22	
VENDOR TOTAL *							113.22	
0000059	00	BERGHEGER, BRIAN-PETTY CASH						
04/20-05/09/12	000733		01	05/21/2012	110-7060-451.40-98	PETTY CASH REIMBURSEMENT	8.98	
04/20-05/09/12	000734		01	05/21/2012	110-7060-451.60-44	PETTY CASH REIMBURSEMENT	7.78	
04/20-05/09/12	000735		01	05/21/2012	110-7060-451.30-49	PETTY CASH REIMBURSEMENT	39.79	
04/20-05/09/12	000736		01	05/21/2012	110-7060-451.60-98	PETTY CASH REIMBURSEMENT	9.98	
VENDOR TOTAL *							66.53	
0020471	00	BLASS, NICOLE E						
26431	000050		01	05/21/2012	110-0000-316.00-00	TRANSFER STAMP REFUND	775.00	
VENDOR TOTAL *							775.00	
0009803	00	BLICK ART MATERIALS						
683798	000046		01	05/21/2012	110-7060-451.60-44	EXHIBIT SUPPLIES	47.47	
VENDOR TOTAL *							47.47	
0015776	00	BOBIK, JOAN M						
26464	000111		01	05/21/2012	110-0000-316.00-00	TRANSFER STAMP REFUND	892.50	
VENDOR TOTAL *							892.50	
0004848	00	BRIGHT, JEFFREY T						
2314B	000138		01	05/21/2012	110-0000-331.07-00	VEHICLE STICKER REFUND	90.00	
VENDOR TOTAL *							90.00	
0001899	00	BRISTOL HOSE & FITTING MAIN WAREHSE						
00290633	000327		01	05/21/2012	110-6047-512.50-16	TRK/PARTS PW110	77.96	

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0001899	00	BRISTOL HOSE & FITTING MAIN WAREHSE						
00292486	000328		01	05/21/2012	110-6047-512.50-02	TRK/PARTS PW88	158.76	
00295178	000329		01	05/21/2012	110-6047-512.50-02	TRK/PARTS PW110	37.75	
00294764	000749		01	05/21/2012	530-0088-503.50-14	HOSE	50.56	
00294763	000750		01	05/21/2012	530-0088-503.50-14	COMPRESSOR REPAIR	6.66	
VENDOR TOTAL *							331.69	
0012502	00	BROWNELLS, INC						
07543416.00	000799		01	05/21/2012	110-5030-421.40-98	RANGE SUPPLIES	107.70	
VENDOR TOTAL *							107.70	
0009267	00	C J C AUTO PARTS & TIRES						
840117	000304		01	05/21/2012	110-6047-512.50-16	TRK/PARTS F-10	91.34	
840601	000305		01	05/21/2012	110-6047-512.50-16	TRK/PARTS PW100	7.41	
840957	000306		01	05/21/2012	110-6047-512.50-16	AUTO/PARTS E-22	26.40	
VENDOR TOTAL *							125.15	
0018709	00	CALDWELL, PAT - PETTY CASH						
04/19-05/04/12	000657		01	05/21/2012	110-1001-411.60-11	PETTY CASH REIMBURSEMENT	79.92	
04/19-05/04/12	000659		01	05/21/2012	110-2006-413.40-33	PETTY CASH REIMBURSEMENT	1.16	
04/19-05/04/12	000658		01	05/21/2012	110-3015-414.40-98	PETTY CASH REIMBURSEMENT	7.75	
04/19-05/04/12	000660		01	05/21/2012	110-4020-422.40-98	PETTY CASH REIMBURSEMENT	1.17	
04/19-05/04/12	000661		01	05/21/2012	110-5030-421.40-98	PETTY CASH REIMBURSEMENT	1.17	
04/19-05/04/12	000662		01	05/21/2012	110-6041-432.40-98	PETTY CASH REIMBURSEMENT	1.17	
04/19-05/04/12	000663		01	05/21/2012	110-6043-434.40-98	PETTY CASH REIMBURSEMENT	1.17	
04/19-05/04/12	000664		01	05/21/2012	110-6044-435.40-98	PETTY CASH REIMBURSEMENT	1.17	
04/19-05/04/12	000665		01	05/21/2012	110-6046-418.40-98	PETTY CASH REIMBURSEMENT	1.17	
04/19-05/04/12	000666		01	05/21/2012	110-6047-512.40-98	PETTY CASH REIMBURSEMENT	1.17	
04/19-05/04/12	000669		01	05/21/2012	510-6050-501.60-11	PETTY CASH REIMBURSEMENT	20.00	
04/19-05/04/12	000667		01	05/21/2012	510-6052-501.40-98	PETTY CASH REIMBURSEMENT	1.17	
04/19-05/04/12	000668		01	05/21/2012	510-6057-502.40-98	PETTY CASH REIMBURSEMENT	1.17	
VENDOR TOTAL *							119.36	
0012518	00	CAR REFLECTIONS						
012386	000330		01	05/21/2012	110-6047-512.50-16	TRK/PARTS PD-29	32.00	
VENDOR TOTAL *							32.00	
0014468	00	CARVER MILITARY ACADEMY						
05/30/2012	000474		01	05/21/2012	110-0094-454.60-32	MEMORIAL DAY PARADE	750.00	
VENDOR TOTAL *							750.00	
0008716	00	CASE LOTS INC						
039739	000281		01	05/21/2012	110-4020-422.40-24	SUPPLIES	88.50	
039739	000282		01	05/21/2012	110-6046-418.40-24	SUPPLIES	273.25	
VENDOR TOTAL *							361.75	
0018865	00	CASTLE CHEVROLET						
134398	000321		01	05/21/2012	110-6047-512.50-16	TRK/PARTS PD-47	27.39	
VENDOR TOTAL *							27.39	
0013254	00	CCP INDUSTRIES INC						

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0013254	00	CCP INDUSTRIES INC						
IN00883793	000278		01	05/21/2012	110-6046-418.40-98	SUPPLIES	60.11	
IN00883793	000279		01	05/21/2012	110-6047-512.40-98	SUPPLIES	60.11	
IN00883793	000280		01	05/21/2012	510-6052-501.40-98	SUPPLIES	60.12	
VENDOR TOTAL *							180.34	
0007069	00	CDW GOVERNMENT INC						
J776129	000288		01	05/21/2012	110-2008-413.40-73	INK CARTRIDGES	115.47	
K009303	000289		01	05/21/2012	110-2008-413.40-73	PRINT SERVER	804.71	
J930287	000290		01	05/21/2012	110-2008-413.40-73	RACK TRAY/LCD KVM CONSOLE	677.57	
VENDOR TOTAL *							1,597.75	
0012836	00	CERTIFIED FLEET SERVICES, INC						
S14135	000331		01	05/21/2012	110-6047-512.50-16	TRK/PARTS TRK#2	507.81	
S14146	000332		01	05/21/2012	110-6047-512.50-16	TRK/PARTS TRK#2	165.42	
VENDOR TOTAL *							673.23	
0020383	00	CHEM-WISE PEST MGMT						
100979	000751		01	05/21/2012	110-6046-418.50-01	PEST CONTROL	185.00	
100980	000752		01	05/21/2012	110-6046-418.50-01	PEST CONTROL	80.00	
VENDOR TOTAL *							265.00	
0003217	00	CHICAGO HIGHLANDERS PIPE BAND						
05/30/2012	000475		01	05/21/2012	110-0094-454.60-32	MEMORIAL DAY PARADE	1,400.00	
VENDOR TOTAL *							1,400.00	
0016258	00	CHICAGO METRO FIRE PREVENTION						
IN00033583	000774		01	05/21/2012	110-4020-422.50-01	SPRINKLER TEST	176.00	
IN00033712	000775		01	05/21/2012	110-4020-422.50-01	SPRINKLER TEST	203.00	
IN00033714	000776		01	05/21/2012	110-4020-422.50-01	SPRINKLER TEST	190.00	
IN00033870	000782		01	05/21/2012	110-4020-422.50-01	FIRE ALARM INSPECTION	368.00	
IN00033580	000791		01	05/21/2012	110-4020-422.50-01	FIRE ALARM TEST	332.00	
IN00033592	000783		01	05/21/2012	110-5030-421.30-98	FIRE ALARM TEST	398.00	
IN00033591	000784		01	05/21/2012	110-5030-421.30-98	FIRE ALARM TEST	203.00	
IN00033505	000780		01	05/21/2012	110-6046-418.50-01	SPRINKLER TEST	270.00	
IN00033587	000781		01	05/21/2012	110-6046-418.50-01	SPRINKLER TEST	295.00	
IN00033581	000788		01	05/21/2012	110-6046-418.50-01	FIRE ALARM TEST	260.00	
IN00033590	000789		01	05/21/2012	110-6046-418.50-01	FIRE ALARM TEST	295.00	
IN00033589	000790		01	05/21/2012	110-7060-451.50-01	FIRE ALARM TEST	310.00	
IN00033713	000777		01	05/21/2012	530-0088-503.50-14	SPRINKLER INSPECTION	95.00	
IN00033588	000778		01	05/21/2012	530-0088-503.50-14	SPRINKLER INSPECTION	510.00	
IN00033504	000779		01	05/21/2012	530-0088-503.50-14	SPRINKLER INSPECTION	203.00	
IN00033593	000785		01	05/21/2012	530-0088-503.50-14	FIRE ALARM TEST	225.00	
IN00033586	000786		01	05/21/2012	530-0088-503.50-14	FIRE ALARM TEST	310.00	
IN00033582	000787		01	05/21/2012	530-0088-503.50-14	FIRE ALARM TEST	332.00	
VENDOR TOTAL *							4,975.00	
0014402	00	CHICAGO PARTS & SOUND LLC						
450360	000065		01	05/21/2012	110-6047-512.50-16	FILTER/PAD	223.64	

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0014402 450278	00	CHICAGO PARTS & SOUND LLC 000333	01	05/21/2012	110-6047-512.50-16	TRK/PARTS PD-10	75.56	
						VENDOR TOTAL *	299.20	
0016414 05/30/2012	00	CHICAGO SYMPHONIC WIND ENSEMBLE INC 000480	01	05/21/2012	110-0094-454.60-32	MEMORIAL DAY PARADE	1,700.00	
						VENDOR TOTAL *	1,700.00	
0020488 05/30/2012	00	CHORUS OF DUPAGE - NAPERVILLE 000477	01	05/21/2012	110-0094-454.60-32	MEMORIAL DAY PARADE	900.00	
						VENDOR TOTAL *	900.00	
0018551 JAN-DEC 2011 JAN-DEC 2011 JAN-DEC 2011	00	CHRISTON, SUSAN 000811 000812 000813	01	05/21/2012 05/21/2012 05/21/2012	110-0000-313.03-03 110-0000-313.01-01 110-0000-313.02-02	UTILITY TAX REBATE UTILITY TAX REBATE UTILITY TAX REBATE	7.96 22.05 7.77	
						VENDOR TOTAL *	37.78	
0012699 0343778056 0343778056 0343778056 0343778056 0343778056 0343778056 0343778056 0343778056 0343778056	00	CINTAS FAS LOCKBOX 636525 000693 000694 000695 000696 000697 000698 000699 000700 000701	01	05/21/2012 05/21/2012 05/21/2012 05/21/2012 05/21/2012 05/21/2012 05/21/2012 05/21/2012 05/21/2012	110-4020-422.40-98 110-5030-421.40-98 110-6041-432.40-98 110-6043-434.40-98 110-6044-435.40-98 110-6046-418.40-98 110-6047-512.40-98 510-6052-501.40-98 510-6057-502.40-98	SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES	34.91 34.91 34.91 34.91 34.91 34.92 34.92 34.92 34.92	
						VENDOR TOTAL *	314.23	
0000630 69727 69754 69753 69753	00	CLASSIC GRAPHIC INDUSTRIES INC 000129 000460 000052 000053	01	05/21/2012 05/21/2012 05/21/2012 05/21/2012	110-2006-413.40-33 110-2006-413.40-98 510-6050-501.40-98 510-6055-502.40-98	ENVELOPES DISBURSEMENT CHECKS SHIPPING FEES SHIPPING FEES	542.75 1,627.94 17.50 17.50	
						VENDOR TOTAL *	2,205.69	
0003530 IN00071485	00	CLIFFORD-WALD 000567	01	05/21/2012	110-2008-413.40-73	PAPER SUPPLIES	183.48	
						VENDOR TOTAL *	183.48	
0000112 0378167815	00	COCA-COLA BOTTLING CO 000132	01	05/21/2012	110-1001-411.60-98	VENDING MACHINE REFILL	86.40	
						VENDOR TOTAL *	86.40	
0020481 895 PROSPECT	00	COCKRELL, MICHAEL 000469	01	05/21/2012	510-6056-502.30-89	OVERHEAD SEWER PROGRAM	5,000.00	
						VENDOR TOTAL *	5,000.00	
0000114	00	COM ED						

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0000114	00	COM ED						
6729081007	000253		01	05/21/2012	110-4022-423.30-24	MONTHLY ELECTRIC	26.64	
6983225007	000543		01	05/21/2012	110-4022-423.30-24	MONTHLY ELECTRIC	32.57	
8409121006	000565		01	05/21/2012	110-4022-423.30-24	MONTHLY ELECTRIC	33.82	
8327608004	000566		01	05/21/2012	110-4022-423.30-24	MONTHLY ELECTRIC	31.49	
8745412004	000249		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	60.15	
8234047019	000250		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	77.09	
0055090072	000251		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	21.30	
0477145001	000252		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	121.20	
0576042021	000254		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	33.88	
3000022009	000255		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	62.40	
8634040009	000256		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	17.14	
8157271002	000257		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	310.63	
7065190004	000258		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	183.76	
1843000001	000259		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	51.38	
0809054019	000261		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	727.48	
4248089012	000536		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	64.04	
6563744012	000537		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	64.67	
6563743015	000538		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	62.43	
4163053034	000539		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	81.62	
1459073058	000540		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	97.56	
8256051035	000541		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	17.49	
6563742009	000542		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	102.66	
6563745019	000544		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	28.45	
8745265005	000545		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	196.13	
8577601004	000546		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	16.79	
8661049027	000547		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	25.62	
8577587009	000548		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	16.79	
8075341005	000549		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	25.62	
8745266002	000550		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	32.03	
8577599036	000551		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	37.24	
8577598020	000552		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	17.38	
8577597050	000553		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	34.01	
8577596026	000554		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	74.96	
8577594022	000555		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	59.01	
8577593025	000556		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	21.49	
8577592028	000557		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	87.12	
8577591049	000558		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	26.33	
8577590015	000559		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	30.18	
8577589049	000560		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	16.79	
8577588024	000561		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	230.00	
6981441003	000563		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	277.18	
6897727003	000564		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	128.62	
0323144010	000711		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	66.18	
0114017015	000712		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	291.53	
0263168092	000713		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	43.64	
4609164001	000818		01	05/21/2012	110-6044-435.30-24	MONTHLY ELECTRIC	7,470.77	
8661186016	000260		01	05/21/2012	530-0088-503.30-24	MONTHLY ELECTRIC	918.79	
8745264008	000562		01	05/21/2012	530-0088-503.30-24	MONTHLY ELECTRIC	16.79	

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000114	00	COM ED						
						VENDOR TOTAL *	12,470.84	
0006475 SR98557	00	COMMUNICATIONS DIRECT INC 000117		01 05/21/2012	110-5030-421.30-98	MONTHLY MAINT FEE	812.00	
						VENDOR TOTAL *	812.00	
0018287 201203-01	00	COONEY ASSOCS INC, E 000110		01 05/21/2012	110-7060-451.30-98	TECHNICAL SUPPORT	420.00	
						VENDOR TOTAL *	420.00	
0020474 26298	00	CORSO, BRUNA 000264		01 05/21/2012	110-0000-331.07-00	VEHICLE STICKER REFUND	45.00	
						VENDOR TOTAL *	45.00	
0015410 05/30/2012	00	COSTELLO, BRIAN 000764		01 05/21/2012	110-1001-411.60-56	MEMORIAL DAY PARADE	120.00	
						VENDOR TOTAL *	120.00	
0020476 20294	00	D'ANGELO, NATALIE 000266		01 05/21/2012	110-0000-260.02-00	VEHICLE STICKER REFUND	34.00	
						VENDOR TOTAL *	34.00	
0018318 04/24-04/25/12	00	DICIANNI, III, PETER P 000094		01 05/21/2012	110-1001-411.60-11	EXPENSE REIMBURSEMENT	210.90	
						VENDOR TOTAL *	210.90	
0010805 223940	00	DISPATCH AUTOMOTIVE INC 000311		01 05/21/2012	110-6047-512.50-16	STARTER	100.00	
						VENDOR TOTAL *	100.00	
0017351 49027 49025	00	DON-EZ SERVICES, INC 000056 000057		01 05/21/2012 01 05/21/2012	110-6043-434.30-34 110-6043-434.30-34	LAWN CUTTING LAWN CUTTING	130.00 130.00	
						VENDOR TOTAL *	260.00	
0000153 14611	00	DU-COMM 000684		01 05/21/2012	110-5030-421.30-12	QUARTERLY SHARES	160,701.00	
						VENDOR TOTAL *	160,701.00	
0020491 14386	00	DUBHADE, UMA 000655		01 05/21/2012	110-0000-331.07-00	VEHICLE STICKER REFUND	45.00	
						VENDOR TOTAL *	45.00	
0000157 225581	00	DUPAGE ANIMAL HOSPITAL 000670		01 05/21/2012	110-5030-421.60-01	ANIMAL CONTROL	360.00	
						VENDOR TOTAL *	360.00	
0000624	00	DUPAGE COUNTY CLERK						

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0000624 L. WULF	00	DUPAGE COUNTY CLERK 000263	01	05/21/2012	110-4020-422.60-37	NOTARY CERTIFICATE	10.00	
VENDOR TOTAL *							10.00	
0000160 06-02-221-004 06-01-109-014 06-12-120-010 06-12-120-009	00	DUPAGE COUNTY COLLECTOR 000491 000490 000762 000763	01	05/21/2012	110-0000-150.00-00 530-0088-503.30-59 530-0088-503.30-59 530-0088-503.30-59	RE TAX 2011/135 N ADDISON RE TAX 2011/IMMANUEL LUTH R/E TAX 2011 DIVISON/VALL R/E TAX 2011 DIVISON/VALL	35,710.95 4,951.22 1,193.54 1,193.54	
VENDOR TOTAL *							43,049.25	
0000161 201205030204 201204190173	00	DUPAGE COUNTY RECORDER 000656 000687	01	05/21/2012	110-1001-411.30-54 110-1001-411.30-54	RECORDING SVCS RECORDING SVCS	17.50 27.00	
VENDOR TOTAL *							44.50	
0012179 7/1/12-6/30/13	00	DUPAGE JUVENILE OFFICERS ASSN 000573	01	05/21/2012	110-5030-421.60-37	MEMBERSHIP	20.00	
VENDOR TOTAL *							20.00	
0000165 7013	00	DUPAGE MAYORS & MANAGERS CONFERENCE 000131	01	05/21/2012	110-1001-411.60-11	MEETING	40.00	
VENDOR TOTAL *							40.00	
0015219 03/2012-02/2013 03/2012-02/2013	00	DUPAGE RIVER/SALT CREEK WORKGROUP 000861 000862	01	05/21/2012	110-6040-431.60-37 510-6050-501.60-37	MEMBERSHIP MEMBERSHIP	6,853.00 6,853.00	
VENDOR TOTAL *							13,706.00	
0010489 25931	00	DUPAGE SECURITY SOLUTIONS INC 000796	01	05/21/2012	110-5030-421.50-01	KEYS/KEY RING	38.73	
VENDOR TOTAL *							38.73	
0000169 09577 09577	00	DUPAGE WATER COMMISSION 000401 000400	01	05/21/2012	510-6050-501.90-90 510-6051-501.30-20	FIXED COST ASSESSMENT WATER CONSUMPTION	31,462.23 300,957.93	
VENDOR TOTAL *							332,420.16	
0020468 2497	00	DURDEVIC, LANA 000058	01	05/21/2012	110-0000-260.02-00	VEHICLE STICKER REFUND	36.00	
VENDOR TOTAL *							36.00	
0020250 0454010	00	EAGLE RECOGNITION 000113	01	05/21/2012	110-2007-413.60-23	SERVICE AWARDS	61.25	
VENDOR TOTAL *							61.25	
0014731 08-3913 08-3913	00	ECS 000404 000403	01	05/21/2012	110-4020-422.20-07 110-5030-421.20-07	CHECKS/BANKING FEES W/C CLAIMS	31.73 1,580.00	

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INVOICE NO	VOUCHER NO	P.O. NO						
0014731	00	ECS						
08-3913		000405	01	05/21/2012	110-5030-421.20-07	CHECKS/BANKING FEES	56.03	
08-3913		000406	01	05/21/2012	110-6040-431.20-07	CHECKS/BANKING FEES	123.30	
08-3913		000402	01	05/21/2012	510-6050-501.20-07	W/C CLAIMS	1,190.00	
08-3913		000407	01	05/21/2012	510-6050-501.20-07	CHECKS/BANKING FEES	9.00	
08-3913		000408	01	05/21/2012	510-6055-502.20-07	CHECKS/BANKING FEES	4.94	
						VENDOR TOTAL *	2,995.00	
0014621	00	ELMHURST CLAIMS ACCOUNT - CLAIM SVC						
7504366944		000394	01	05/21/2012	110-5030-421.20-07	SELF INSURED LOSS FUND	125.81	
7504366944		000294	01	05/21/2012	110-6040-431.20-07	SELF INSURED LOSS FUND	664.72	
7504366944		000395	01	05/21/2012	110-6040-431.20-07	SELF INSURED LOSS FUND	3,800.86	
						VENDOR TOTAL *	4,591.39	
0018248	00	ELMHURST CLAIMS ACCT (NOVAPRO)						
7504366944		000396	01	05/21/2012	110-0082-416.60-02	SELF INSURED LOSS FUND	640.00	
7504366944		000397	01	05/21/2012	110-0082-416.60-28	SELF INSURED LOSS FUND	3,225.16	
						VENDOR TOTAL *	3,865.16	
0015836	00	ELMHURST INDEPENDENT - ROCK VALLEY						
66789		000133	01	05/21/2012	110-6040-431.30-54	LEGAL NOTICE	64.13	
66791		000135	01	05/21/2012	110-6040-431.30-54	LEGAL NOTICE	65.25	
66789		000134	01	05/21/2012	510-6050-501.30-54	LEGAL NOTICE	64.12	
66791		000136	01	05/21/2012	510-6050-501.30-54	LEGAL NOTICE	65.25	
						VENDOR TOTAL *	258.75	
0017934	00	ELMHURST MEMORIAL OCCUP CAROL STRM						
69288		000375	01	05/21/2012	110-2007-413.30-47	DRUG SCREEN	545.00	
69394		000714	01	05/21/2012	110-2007-413.30-47	RESPIRATORY QUESTIONNAIRE	180.00	
						VENDOR TOTAL *	725.00	
0000188	00	ELMHURST PARK DISTRICT						
01580		000792	01	05/21/2012	110-0000-313.03-03	MUNICIPAL TAX REIMBURSE	16.87	
01581		000793	01	05/21/2012	110-0000-313.03-03	MUNICIPAL TAX REIMBURSE	112.58	
01584		000794	01	05/21/2012	110-0000-313.03-03	MUNICIPAL TAX REIMBURSE	86.79	
						VENDOR TOTAL *	216.24	
0000193	00	ELMHURST POSTMASTER-PERMIT 47						
04272012		000650	01	05/01/2012	510-6050-501.30-49	WATER BILL POSTAGE	CHECK #: 155065	1,800.00
04272012		000651	01	05/01/2012	510-6055-502.30-49	SEWER BILL POSTAGE	CHECK #: 155065	1,800.00
						VENDOR TOTAL *	.00	3,600.00
0020467	00	ELSTON, CAROLYN						
10595		000059	01	05/21/2012	110-0000-260.02-00	VEHICLE STICKER REFUND	36.00	
						VENDOR TOTAL *	36.00	
0017744	00	ENTERSECT CORP						
41814		000680	01	05/21/2012	110-5030-421.30-98	MONTHLY SVC	84.95	
41184		000681	01	05/21/2012	110-5030-421.30-98	MONTHLY SVC	84.95	

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0017744	00	ENTERSECT CORP									
									VENDOR TOTAL *	169.90	
0002663	00	ENVIRONMENTAL SAFETY GROUP, INC	21366	000084		01	05/21/2012	110-4020-422.40-31	BODY HARNESS	867.50	
			21421	000085		01	05/21/2012	110-4020-422.40-31	CORD/ROPE	463.50	
									VENDOR TOTAL *	1,331.00	
0017007	00	FACILITY SOLUTIONS GROUP	2700169-00	000062		01	05/21/2012	110-6044-435.40-28	LUMINARIES	513.05	
			2713900-00	000102		01	05/21/2012	110-6044-435.40-98	CAPACITORS REPLACEMENT	292.95	
			2697679-00	000286		01	05/21/2012	110-6044-435.40-28	LUMINARIES	513.05	
			2697675-00	000287		01	05/21/2012	110-6044-435.40-28	LUMINARIES	499.31	
									VENDOR TOTAL *	1,818.36	
0020466	00	FAIRLEY, ROGER B	626B	000060		01	05/21/2012	110-0000-260.02-00	VEHICLE STICKER REFUND	54.00	
									VENDOR TOTAL *	54.00	
0013212	00	FEDEX	7-867-98184	000391		01	05/21/2012	110-7060-451.30-49	SHIPPING FEES	13.79	
									VENDOR TOTAL *	13.79	
0015916	00	FIFTH THIRD BANK - PROCUREMENT CARD	APR 16 2012	000003		01	05/02/2012	110-2007-413.60-23	JEWEL #3346		CHECK #: 155066 13.96
			APR 16 2012	000004		01	05/02/2012	110-2007-413.60-23	JEWEL #3346		CHECK #: 155066 13.98
			APR 16 2012	000005		01	05/02/2012	110-2007-413.60-23	DILEOS PIZZERIA		CHECK #: 155066 31.50
			APR 16 2012	000006		01	05/02/2012	110-2007-413.60-23	EDIBLE ARRANGEMENTS141		CHECK #: 155066 60.00
			APR 16 2012	000024		01	05/02/2012	110-2007-413.60-23	ROBERTO'S RISTORANTE &		CHECK #: 155066 155.91
			APR 16 2012	000026		01	05/02/2012	110-2007-413.60-23	PANERA BREAD #768		CHECK #: 155066 153.89
			APR 16 2012	000007		01	05/02/2012	110-2008-413.60-11	IBM PLAZA GARAGE		CHECK #: 155066 18.00
			APR 16 2012	000008		01	05/02/2012	110-2008-413.60-11	PARKING METER ZONE 4		CHECK #: 155066 7.00
			APR 16 2012	000009		01	05/02/2012	110-4020-422.40-98	WORLD'S FINEST CHOCOLA		CHECK #: 155066 103.35
			APR 16 2012	000011		01	05/02/2012	110-4020-422.60-98	UNDER ARMOUR DIRECT VI		CHECK #: 155066 42.49-
			APR 16 2012	000012		01	05/02/2012	110-4020-422.60-98	UNDER ARMOUR DIRECT VI		CHECK #: 155066 42.49-
			APR 16 2012	000013		01	05/02/2012	110-4020-422.40-98	UNDER ARMOUR DIRECT VI		CHECK #: 155066 84.98
			APR 16 2012	000014		01	05/02/2012	110-4020-422.60-98	UNDER ARMOUR DIRECT VI		CHECK #: 155066 149.97
			APR 16 2012	000010		01	05/02/2012	110-5030-421.60-98	WORLD'S FINEST CHOCOLA		CHECK #: 155066 103.35
			APR 16 2012	000015		01	05/02/2012	110-5030-421.60-27	AMAZON.COM		CHECK #: 155066 749.99
			APR 16 2012	000016		01	05/02/2012	110-5030-421.60-08	JEWEL #3346		CHECK #: 155066 6.48
			APR 16 2012	000017		01	05/02/2012	110-5030-421.60-37	PAYPAL ILLINOISASS		CHECK #: 155066 85.00
			APR 16 2012	000018		01	05/02/2012	110-5030-421.60-37	PAYPAL ILLINOISASS		CHECK #: 155066 85.00
			APR 16 2012	000019		01	05/02/2012	110-5030-421.40-31	PERSYS MED		CHECK #: 155066 489.00
			APR 16 2012	000020		01	05/02/2012	110-5030-421.50-08	STEMPLE'S CYCLE CENTER		CHECK #: 155066 588.56
			APR 16 2012	000023		01	05/02/2012	110-5030-421.50-01	INDUSTRIAL SHELIVING		CHECK #: 155066 652.53
			APR 16 2012	000029		01	05/02/2012	110-5030-421.40-31	TEXAS SHORT ORDER L P		CHECK #: 155066 1,561.00
			APR 16 2012	000025		01	05/02/2012	110-6046-418.40-98	GRAND BRASS LAMP PARTS		CHECK #: 155066 147.35
			APR 16 2012	000027		01	05/02/2012	110-6046-418.50-01	MICHAELS #8769		CHECK #: 155066 19.98
			APR 16 2012	000028		01	05/02/2012	110-6046-418.40-98	HOBBY-LOBBY #0174		CHECK #: 155066 32.31

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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO	NO	NO						AMOUNT
0015916	00	FIFTH THIRD BANK - PROCUREMENT CARD						
APR 16 2012	000030		01	05/02/2012	110-6046-418.50-01	AMERICAN FLOOR MATS	CHECK #: 155066	161.23
APR 16 2012	000031		01	05/02/2012	110-6046-418.50-01	SEALANT ENGINR. ASSOC.	CHECK #: 155066	150.99
APR 16 2012	000034		01	05/02/2012	110-7060-451.60-39		CHECK #: 155066	30.55
APR 16 2012	000035		01	05/02/2012	110-7060-451.60-39		CHECK #: 155066	30.55-
APR 16 2012	000036		01	05/02/2012	210-8070-452.40-04	ASSOCIATION ARCHIVES	CHECK #: 155066	200.00
APR 16 2012	000037		01	05/02/2012	210-8070-452.40-04	CASTLE CONNOLLY MEDICA	CHECK #: 155066	247.86
APR 16 2012	000038		01	05/02/2012	210-8070-452.40-04	GIRL SCOUTS LISLE	CHECK #: 155066	67.40
APR 16 2012	000039		01	05/02/2012	210-8070-452.40-04	COMM. MEDIA WORKSHOP	CHECK #: 155066	125.00
APR 16 2012	000040		01	05/02/2012	210-8070-452.40-04	CONSUMER REPORT BOOKS	CHECK #: 155066	36.47
APR 16 2012	000041		01	05/02/2012	210-8070-452.40-04	UPPERCASE GALLERY	CHECK #: 155066	43.79
APR 16 2012	000042		01	05/02/2012	210-8070-452.30-53	APL APPLEONLINESTOREUS	CHECK #: 155066	2,117.00
APR 16 2012	000033		01	05/02/2012	510-6056-502.40-98	PENN STATE MEDIA SALES	CHECK #: 155066	32.45
APR 16 2012	000022		01	05/02/2012	510-6057-502.50-01	TECHLK/GORDON GLASS	CHECK #: 155066	26.96
APR 16 2012	000032		01	05/02/2012	510-6057-502.40-98	WATER ENVIRONMENT FEDT	CHECK #: 155066	206.25
						VENDOR TOTAL *	.00	8,643.51
0013587	00	FINDZALL COMMUNITY MARKETING						
APRIL 2012	000819		01	05/21/2012	110-3015-414.30-12	CONSULTING SVCS	3,463.75	
APRIL 2012	000820		01	05/21/2012	310-0089-461.30-52	CONSULTING SVCS	680.00	
						VENDOR TOTAL *	4,143.75	
0000865	00	FIRE EQPT CO						
63776	000679		01	05/21/2012	110-5030-421.30-98	FIRE EXTINGUISHERS	65.20	
						VENDOR TOTAL *	65.20	
0017101	00	FIRE SERVICE, INC						
5092	000334		01	05/21/2012	110-6047-512.50-16	TRK/PARTS TRK#2	33.90	
						VENDOR TOTAL *	33.90	
0018220	00	FIRST RESPONSE						
4190465	000105		01	05/21/2012	510-6052-501.40-98	FLASHLIGHT	74.97	
						VENDOR TOTAL *	74.97	
0020486	00	FITZHARRIS, TERENCE						
22471	000370		01	05/21/2012	110-0000-260.02-00	VEHICLE STICKER REFUND	18.00	
						VENDOR TOTAL *	18.00	
0005438	00	FLEET SAFETY SUPPLY						
55228	000335		01	05/21/2012	110-4020-422.80-06	SET UP NEW VEHICLE/F-11	474.00	
55227	000336		01	05/21/2012	110-4020-422.80-06	SET UP NEW VEHICLE/F-11	255.07	
55168	000337		01	05/21/2012	110-4020-422.80-06	SET UP NEW VEHICLE/F-11	614.68	
55193	000338		01	05/21/2012	110-6047-512.50-16	DECK LIGHTS	276.34	
						VENDOR TOTAL *	1,620.09	
0000220	00	FLESCH CO INC, GORDON						
16V644	000069		01	05/21/2012	110-2006-413.30-21	COPIER MAINT	86.00	
16V644	000070		01	05/21/2012	110-4020-422.30-21	COPIER MAINT	86.00	
168031	000683		01	05/21/2012	110-5030-421.30-21	COPIER MAINT	513.85	

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0000220	00	FLESCH CO INC, GORDON						
						VENDOR TOTAL *	685.85	
0018088 6949	00 000455	FOUNTAIN TECHNOLOGIES, LTD		01 05/21/2012	110-6046-418.50-01	MONTHLY MAINT FEE	1,791.67	
						VENDOR TOTAL *	1,791.67	
0020472 06/21/2012	00 000045	GALE GAND		01 05/21/2012	110-7060-451.60-65	LECTURE FEE	500.00	
						VENDOR TOTAL *	500.00	
0007214	00	GALLAGHER AJ, RISK MGMT SVCS INC						
610693	000577			01 05/21/2012	110-1001-411.70-01	INS RENEWAL	2,025.00	
613153	000584			01 05/21/2012	110-1001-411.70-01	INS RENEWAL	4,010.00	
612490	000600			01 05/21/2012	110-1001-411.70-06	INS RENEWAL	170.17	
612490	000602			01 05/21/2012	110-1001-411.70-06	INS RENEWAL	320.32	
612490	000603			01 05/21/2012	110-1001-411.70-06	INS RENEWAL	190.19	
610783	000613			01 05/21/2012	110-1001-411.70-06	INS RENEWAL	21,526.59	
610783	000615			01 05/21/2012	110-1001-411.70-06	INS RENEWAL	40,520.64	
610783	000616			01 05/21/2012	110-1001-411.70-06	INS RENEWAL	24,059.14	
610785	000626			01 05/21/2012	110-1001-411.70-06	INS RENEWAL	6,120.00	
610785	000628			01 05/21/2012	110-1001-411.70-06	INS RENEWAL	11,520.00	
610785	000629			01 05/21/2012	110-1001-411.70-06	INS RENEWAL	6,840.00	
611086	000639			01 05/21/2012	110-1001-411.70-06	INS RENEWAL	8,667.28	
611086	000641			01 05/21/2012	110-1001-411.70-06	INS RENEWAL	16,314.88	
611086	000642			01 05/21/2012	110-1001-411.70-06	INS RENEWAL	9,686.98	
610782	000578			01 05/21/2012	110-4020-422.20-07	INS RENEWAL	12,771.08	
611113	000587			01 05/21/2012	110-4020-422.70-03	INS RENEWAL	325.55	
612490	000593			01 05/21/2012	110-4020-422.70-03	INS RENEWAL	26.03	
610783	000606			01 05/21/2012	110-4020-422.70-03	INS RENEWAL	3,292.30	
610785	000619			01 05/21/2012	110-4020-422.70-03	INS RENEWAL	936.00	
611086	000632			01 05/21/2012	110-4020-422.70-03	INS RENEWAL	1,325.58	
610782	000579			01 05/21/2012	110-5030-421.20-07	INS RENEWAL	22,553.18	
611113	000586			01 05/21/2012	110-5030-421.70-03	INS RENEWAL	976.65	
612490	000592			01 05/21/2012	110-5030-421.70-03	INS RENEWAL	26.03	
610783	000605			01 05/21/2012	110-5030-421.70-03	INS RENEWAL	3,292.30	
610785	000618			01 05/21/2012	110-5030-421.70-03	INS RENEWAL	936.00	
611086	000631			01 05/21/2012	110-5030-421.70-03	INS RENEWAL	1,325.58	
610782	000580			01 05/21/2012	110-6040-431.20-07	INS RENEWAL	49,635.10	
611113	000588			01 05/21/2012	110-6040-431.70-03	INS RENEWAL	1,627.75	
612490	000594			01 05/21/2012	110-6040-431.70-03	INS RENEWAL	39.04	
610783	000607			01 05/21/2012	110-6040-431.70-03	INS RENEWAL	4,938.45	
610785	000620			01 05/21/2012	110-6040-431.70-03	INS RENEWAL	1,404.00	
611086	000633			01 05/21/2012	110-6040-431.70-03	INS RENEWAL	1,988.38	
611113	000585			01 05/21/2012	110-6046-418.70-03	INS RENEWAL	976.65	
612490	000591			01 05/21/2012	110-6046-418.70-03	INS RENEWAL	13.01	
610783	000604			01 05/21/2012	110-6046-418.70-03	INS RENEWAL	1,646.15	
610785	000617			01 05/21/2012	110-6046-418.70-03	INS RENEWAL	468.00	
611086	000630			01 05/21/2012	110-6046-418.70-03	INS RENEWAL	662.79	

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
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0007214	00	GALLAGHER AJ, RISK MGMT SVCS INC						
612490	000601		01	05/21/2012	110-6047-512.70-04	INS RENEWAL	60.06	
610783	000614		01	05/21/2012	110-6047-512.70-04	INS RENEWAL	7,597.62	
610785	000627		01	05/21/2012	110-6047-512.70-04	INS RENEWAL	2,160.00	
611086	000640		01	05/21/2012	110-6047-512.70-04	INS RENEWAL	3,059.04	
611113	000589		01	05/21/2012	110-7060-451.70-03	INS RENEWAL	325.55	
612490	000595		01	05/21/2012	110-7060-451.70-03	INS RENEWAL	13.01	
610783	000608		01	05/21/2012	110-7060-451.70-03	INS RENEWAL	1,646.15	
610785	000621		01	05/21/2012	110-7060-451.70-03	INS RENEWAL	468.00	
611086	000634		01	05/21/2012	110-7060-451.70-03	INS RENEWAL	662.79	
610782	000581		01	05/21/2012	510-6050-501.20-07	INS RENEWAL	3,623.00	
612490	000596		01	05/21/2012	510-6051-501.70-03	INS RENEWAL	13.01	
610783	000609		01	05/21/2012	510-6051-501.70-03	INS RENEWAL	1,646.15	
610785	000622		01	05/21/2012	510-6051-501.70-03	INS RENEWAL	468.00	
611086	000635		01	05/21/2012	510-6051-501.70-03	INS RENEWAL	662.79	
612490	000597		01	05/21/2012	510-6052-501.70-03	INS RENEWAL	39.04	
610783	000610		01	05/21/2012	510-6052-501.70-03	INS RENEWAL	4,938.45	
610785	000623		01	05/21/2012	510-6052-501.70-03	INS RENEWAL	1,404.00	
611086	000636		01	05/21/2012	510-6052-501.70-03	INS RENEWAL	1,988.38	
610782	000582		01	05/21/2012	510-6055-502.20-07	INS RENEWAL	1,992.64	
612490	000598		01	05/21/2012	510-6056-502.70-03	INS RENEWAL	13.01	
610783	000611		01	05/21/2012	510-6056-502.70-03	INS RENEWAL	1,646.15	
610785	000624		01	05/21/2012	510-6056-502.70-03	INS RENEWAL	468.00	
611086	000637		01	05/21/2012	510-6056-502.70-03	INS RENEWAL	662.79	
611090	000583		01	05/21/2012	510-6057-502.70-03	INS RENEWAL	3,242.00	
611113	000590		01	05/21/2012	510-6057-502.70-03	INS RENEWAL	2,278.85	
612490	000599		01	05/21/2012	510-6057-502.70-03	INS RENEWAL	78.08	
610783	000612		01	05/21/2012	510-6057-502.70-03	INS RENEWAL	9,876.91	
610785	000625		01	05/21/2012	510-6057-502.70-03	INS RENEWAL	2,808.00	
611086	000638		01	05/21/2012	510-6057-502.70-03	INS RENEWAL	3,976.74	
						VENDOR TOTAL *	320,975.00	
0008274	00	GALLAGHER MATERIALS, INC						
625640MB	000451		01	05/21/2012	110-6041-432.40-02	ASPHALT	2,288.52	
						VENDOR TOTAL *	2,288.52	
0009725	00	GENERAL MFG INC						
149,088	000369		01	05/21/2012	110-6047-512.40-98	SHOP LIGHTS	265.78	
						VENDOR TOTAL *	265.78	
0006893	00	GILL, JIM, INC						
4084	000044		01	05/21/2012	110-7060-451.60-65	FINAL PAYMENT/EDUCATIONAL	675.00	
						VENDOR TOTAL *	675.00	
0000242	00	GRAINGER						
9814474814	000368		01	05/21/2012	110-6047-512.40-98	CORD REEL	445.50	
						VENDOR TOTAL *	445.50	
0000247	00	GRAYBAR						

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0000247 960048834	00	GRAYBAR 000291	01	05/21/2012	110-2008-413.40-73	CAT 5/TIE STRAPS	226.80	
						VENDOR TOTAL *	226.80	
0000257 2012-0266	00	HANEY & SONS INC, B 000746	01	05/21/2012	110-6043-434.30-78	TREE WASTE DISPOSAL	75.00	
						VENDOR TOTAL *	75.00	
0005494 12-173	00	HBK WATER METER SERVICE, INC 000299	01	05/21/2012	510-6052-501.30-98	METER TESTING	430.60	
						VENDOR TOTAL *	430.60	
0020470 04/17-04/20/12	00	HEDMAN, ERIC 000071	01	05/21/2012	110-4020-422.60-11	EXPENSE REIMBURSEMENT	937.73	
						VENDOR TOTAL *	937.73	
0020450 77446	00	HERITAGE FS, INC 58 000447	01	05/21/2012	110-6047-512.40-19	GASOLINE	28,653.26	
						VENDOR TOTAL *	28,653.26	
0020493 06-02-231-001	00	HILL, BLANCHE 000654	01	05/21/2012	530-0088-503.30-59	R/E TAX JAN 1 THRU APRIL	3,453.47	
						VENDOR TOTAL *	3,453.47	
0019724 2011	00	HOEKSTRA, MR/MRS MARTIN J 000653	01	05/09/2012	510-0000-361.07-00	SSA#13 TAX REFUND	CHECK #: 155181	156.90
						VENDOR TOTAL *	.00	156.90
0006864 030081/9084467 026739/3083787	00	HOME DEPOT 1919-NORTHLAKE 000725 000726	01	05/21/2012 05/21/2012	110-5030-421.50-01 530-0088-503.50-14	RADIO CLOSET MATERIALS COMPRESSOR INSTALL	295.93 26.68	
						VENDOR TOTAL *	322.61	
0012341 025623/4020453 024208/5124556 004083/5023587 024620/5020035	00	HOME DEPOT 1982-OAKBROOK TERR 000730 000727 000728 000729	01	05/21/2012 05/21/2012 05/21/2012 05/21/2012	110-5030-421.50-01 110-6046-418.40-98 110-6046-418.40-98 110-7060-451.50-01	RENOVATE RADIO CLOSET DRILL BITS HANDTRUCK REPLACEMENT EXHIBIT PARTS	503.04 14.89 84.97 91.65	
						VENDOR TOTAL *	694.55	
0017799 90378576	00	HORIBA INTL CORP 000576	01	05/21/2012	110-5030-421.60-08	EVIDENCE SUPPLIES	199.20	
						VENDOR TOTAL *	199.20	
0011052 04/24/2012	00	HOWELL, LYNNCHERIE 000574	01	05/21/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	16.71	
						VENDOR TOTAL *	16.71	
0000799	00	HUNTER & ASSOCS, INC, F L						

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0000799	00	HUNTER & ASSOCS, INC, F L						
27454	000833		01	05/21/2012	110-1003-412.30-52	APPLICANT LD EXAMS	1,950.00	
27453	000834		01	05/21/2012	110-1003-412.30-52	APPLICANT LD EXAMS	1,950.00	
						VENDOR TOTAL *	3,900.00	
0000291	00	IL SEC OF STATE - TITLE APPLIC FEES,CK GRP-1						
CASE #12-008585000803			01	05/21/2012	110-5030-421.60-27	TITLE APPLICATION FEE	95.00	
						VENDOR TOTAL *	95.00	
0000291	00	IL SEC OF STATE - TITLE APPLIC FEES,CK GRP-2						
CASE #11-039990000804			01	05/21/2012	110-5030-421.60-27	TITLE APPLICATION FEE	95.00	
						VENDOR TOTAL *	95.00	
0000291	00	IL SEC OF STATE - TITLE APPLIC FEES,CK GRP-3						
CASE #11-042810000805			01	05/21/2012	110-5030-421.60-27	TITLE APPLICATION FEE	95.00	
						VENDOR TOTAL *	95.00	
0000291	00	IL SEC OF STATE - TITLE APPLIC FEES,CK GRP-4						
CASE #12-003437000806			01	05/21/2012	110-5030-421.60-27	TITLE APPLICATION FEE	95.00	
						VENDOR TOTAL *	95.00	
0001319	00	IL SEC OF STATE - VEHICLE SVCS,CK GRP-1						
PD-5	000139		01	05/21/2012	110-6047-512.60-55	TITLE/PLATES	105.00	
						VENDOR TOTAL *	105.00	
0001319	00	IL SEC OF STATE - VEHICLE SVCS,CK GRP-2						
PD-8	000140		01	05/21/2012	110-6047-512.60-55	TITLE/PLATES	105.00	
						VENDOR TOTAL *	105.00	
0001319	00	IL SEC OF STATE - VEHICLE SVCS,CK GRP-3						
PD-3	000141		01	05/21/2012	110-6047-512.60-55	TITLE/PLATES	105.00	
						VENDOR TOTAL *	105.00	
0013660	00	INFOTRACK INFORMATION SERVICES, INC						
48953	000715		01	05/21/2012	110-1001-411.30-52	BACKGROUND CHECKS	532.00	
						VENDOR TOTAL *	532.00	
0020464	00	J G UNIFORMS, INC						
27306	000088		01	05/21/2012	110-5030-421.40-11	UNIFORM SUPPLIES	109.72	
						VENDOR TOTAL *	109.72	
0006361	00	JELLISON-LANDIS, JACQUELINE						
4121	000373		01	05/21/2012	110-0000-260.02-00	VEHICLE STICKER REFUND	16.00	
						VENDOR TOTAL *	16.00	
0000976	00	JIM'S TOWING,CK GRP-1						
97760	000120		01	05/21/2012	110-5030-421.60-27	TOWING SVC/CASE#12-013868	350.00	
						VENDOR TOTAL *	350.00	
0000976	00	JIM'S TOWING,CK GRP-2						

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0000976 97638	00	JIM'S TOWING,CK 000121		01 05/21/2012	110-5030-421.60-27	TOWING SVC/CASE#12-011726	350.00	
						VENDOR TOTAL *	350.00	
0000314 624719	00	KALE UNIFORMS 000672		01 05/21/2012	110-5030-421.40-11	UNIFORM SUPPLIES	13.95	
						VENDOR TOTAL *	13.95	
0019654 11064	00	KANE, MCKENNA & ASSOCIATES INC 000468		01 05/21/2012	110-3015-414.30-52	PROFESSIONAL SVCS	14,112.50	
						VENDOR TOTAL *	14,112.50	
0020494 31028	00	KASULA, PRIYANAINA 000721		01 05/21/2012	110-0000-331.07-00	VEHICLE STICKER REFUND	22.50	
						VENDOR TOTAL *	22.50	
0017489 05/07-05/08/12 05/07-05/08/12	00	KEFALOUKOS, ALEX 000797 000798		01 05/21/2012 01 05/21/2012	110-5030-421.60-05 110-5030-421.60-11	EXPENSE REIMBURSEMENT EXPENSE REIMBURSEMENT	37.52 20.00	
						VENDOR TOTAL *	57.52	
0016814 15903	00	KELBURN ENGINEERING CO 000267		01 05/21/2012	110-0000-260.02-00	VEHICLE STICKER REFUND	36.00	
						VENDOR TOTAL *	36.00	
0000323 185060 185015 185060 184967	00	KIEFT BROTHERS, INC - A/P 000067 000068 000066 000128		01 05/21/2012 01 05/21/2012 01 05/21/2012 01 05/21/2012	110-6041-432.40-48 110-6041-432.40-08 510-6052-501.40-63 510-6052-501.40-63	CEMENT INLET REPAIR VALVE VAULTS VALVE VAULTS	193.60 463.34 290.40 321.20	
						VENDOR TOTAL *	1,268.54	
0011896 2422340 2412236	00	KIMBALL MIDWEST 000364 000365		01 05/21/2012 01 05/21/2012	110-6047-512.50-16 110-6047-512.50-16	NUTS/BOLTS/SUPPLIES NUTS/BOLTS/SUPPLIES	604.61 244.77	
						VENDOR TOTAL *	849.38	
0015276 4105 4106	00	KING, DAVID & ASSOCS, INC 000836 000837		01 05/21/2012 01 05/21/2012	110-6046-418.60-69 310-0089-461.30-52	MANAGEMENT FEES/APR 2012 MANAGEMENT FEES/APR 2012	1,198.36 1,000.00	
						VENDOR TOTAL *	2,198.36	
0015660 26519	00	KINGS POINT TESTING LANE 000363		01 05/21/2012	110-6047-512.50-02	SAFETY TEST/PW96,PW71,PW	100.00	
						VENDOR TOTAL *	100.00	
0018768 JAN-DEC 2011 JAN-DEC 2011	00	KLEIN, DOUGLAS 000706 000707		01 05/21/2012 01 05/21/2012	110-0000-313.01-01 110-0000-313.02-02	UTILITY TAX REBATE UTILITY TAX REBATE	18.64 4.60	

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INVOICE NO	VOUCHER NO	P.O. NO						
0018768	00	KLEIN, DOUGLAS						
JAN-DEC 2011	000708		01	05/21/2012	110-0000-331.07-00	UTILITY TAX REBATE	18.00	
						VENDOR TOTAL *	41.24	
0011320	00	KMIEC, EDWARD						
05/30/2012	000483		01	05/21/2012	110-0094-454.60-32	MEMORIAL DAY PARADE	100.00	
						VENDOR TOTAL *	100.00	
0020485	00	KNOPP, DIANE						
25669	000371		01	05/21/2012	110-0000-260.02-00	VEHICLE STICKER REFUND	36.00	
						VENDOR TOTAL *	36.00	
0020487	00	KRAMER, MICHELLE						
26200	000526		01	05/21/2012	110-0000-316.00-00	TRANSFER STAMP REFUND	997.50	
						VENDOR TOTAL *	997.50	
0016032	00	KURASH, RONALD R/CAROL I						
26420	000061		01	05/21/2012	110-0000-316.00-00	TRANSFER STAMP REFUND	1,387.50	
						VENDOR TOTAL *	1,387.50	
0014760	00	L I F E TRAINING PROGRAMS, INC						
12-005	000572		01	05/21/2012	110-5030-421.60-75	TRAINING PACKETS	422.50	
						VENDOR TOTAL *	422.50	
0017528	00	L-3 COM MOBILE VISION INC						
0184648-IN	000575		01	05/21/2012	110-5030-421.60-75	CAMERA SUPPLIES	50.90	
						VENDOR TOTAL *	50.90	
0018807	00	LATIN ZEST DANCE INC						
05/30/2012	000476		01	05/21/2012	110-0094-454.60-32	MEMORIAL DAY PARADE	300.00	
						VENDOR TOTAL *	300.00	
0002524	00	LAW BULLETIN						
1551061	000808		01	05/21/2012	110-5030-421.30-98	COURT DOCKET	30.00	
						VENDOR TOTAL *	30.00	
0013313	00	LEACH ENTERPRISES, INC						
936502	000064		01	05/21/2012	110-6047-512.50-16	FILTERS	15.63	
936382	000130		01	05/21/2012	110-6047-512.50-16	FILTERS	13.28	
936555	000300		01	05/21/2012	110-6047-512.50-16	FITLERS	17.16	
						VENDOR TOTAL *	46.07	
0007611	00	LEDEZMA, ABEL						
AT12-14840	000644		01	05/21/2012	110-0000-115.07-02		500.00	
						VENDOR TOTAL *	500.00	
0012723	00	LEXISNEXIS						
152580520120430000571			01	05/21/2012	110-2006-413.60-98	OFFENDER INFORMATION	28.46	
103874020120430000682			01	05/21/2012	110-5030-421.30-98	MONTHLY SVC	557.23	

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0012723 152580520120430000570	00	LEXISNEXIS	01	05/21/2012	530-0088-503.30-09	OFFENDER INFORMATION	85.35	
						VENDOR TOTAL *	671.04	
0007702 2270	00	LHA/WORLD INC 000732	01	05/21/2012	110-0094-454.60-45	AD	356.75	
						VENDOR TOTAL *	356.75	
0017643 21264271 21264271 21297278	00	LIGHT BULB DEPOT 009486 009486 000691	01	04/19/2012 01 05/01/2012 01 05/21/2012	110-6044-435.40-26 110-6044-435.40-26 110-6044-435.40-26	LIGHT BULB DEPOT LAMPS LIGHT BULB DEPOT LAMPS LAMPS	CHECK #: 154255 CHECK #: 154612 400.80	219.60- 219.60
						VENDOR TOTAL *	400.80	
0011081 20120540-P	00	LINDCO EQPT SALES 000362	01	05/21/2012	110-6042-433.50-16	SPREADER PARTS	40.99	
						VENDOR TOTAL *	40.99	
0020499 111	00	LINHART, GEORGE 000724	01	05/21/2012	530-0000-341.50-03	PARKING PASS REFUND	247.52	
						VENDOR TOTAL *	247.52	
0000055 1584	00	LINTECH ENGINEERING, LLC 000842	01	05/21/2012	510-6051-501.50-01	HVAC MODIFICATION	6,000.00	
						VENDOR TOTAL *	6,000.00	
0004831 JAN-DEC 2011 JAN-DEC 2011	00	LYTLE, MARY 000809 000810	01	05/21/2012 01 05/21/2012	110-0000-313.03-03 110-0000-313.01-01	UTILITY TAX REBATE UTILITY TAX REBATE	19.16 10.30	
						VENDOR TOTAL *	29.46	
0000617 50407	00	M & M REPORTING, INC 000717	01	05/21/2012	110-3015-414.30-54	COURT REPORTING	622.00	
						VENDOR TOTAL *	622.00	
0020473 26441	00	MAIERS, MICHELLE 000112	01	05/21/2012	110-0000-316.00-00	TRANSFER STAMP REFUND	675.00	
						VENDOR TOTAL *	675.00	
0020475 25286	00	MALABEHAR, NOHELIA 000265	01	05/21/2012	110-0000-260.02-00	VEHICLE STICKER REFUND	18.00	
						VENDOR TOTAL *	18.00	
0020483 26466	00	MALAGA, SCOTT 000525	01	05/21/2012	110-0000-316.00-00	TRANSFER STAMP REFUND	537.00	
						VENDOR TOTAL *	537.00	
0018018 4937	00	MARQUARDT & BELMONTE, PC 000466	01	05/21/2012	110-0081-415.30-63	TRAFFIC PROSECUTIONS	4,185.45	

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0018018 4938	00	MARQUARDT & BELMONTE, PC 000467		01 05/21/2012	110-0081-415.30-19	DUI PROSECUTIONS	5,200.60	
						VENDOR TOTAL *	9,386.05	
0004901 12120	00	MATCO TOOLS-T & K TOOL SALES 000361		01 05/21/2012	110-6047-512.40-53	SHOP TOOL	98.00	
						VENDOR TOTAL *	98.00	
0017918 1121500001	00	MAXIM CONST CORP 000443		01 05/21/2012	510-6057-502.80-20	ANAEROBIC DIGESTER IMPROV	236,704.50	
						VENDOR TOTAL *	236,704.50	
0020477 26459	00	MCCARTHY, DAVID 000268		01 05/21/2012	110-0000-316.00-00	TRANSFER STAMP REFUND	1,230.00	
						VENDOR TOTAL *	1,230.00	
0015611 04/16-04/20/12	00	MCCOLLUM, MATT 000118		01 05/21/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	42.71	
						VENDOR TOTAL *	42.71	
0001049 08611797999	00	MCI 000354		01 05/21/2012	110-0094-454.30-75	MONTHLY PHONE	.29	
08611797999		000344		01 05/21/2012	110-1001-411.30-75	MONTHLY PHONE	21.83	
08611797999		000345		01 05/21/2012	110-2006-413.30-75	MONTHLY PHONE	19.53	
08611797999		000352		01 05/21/2012	110-2007-413.30-75	MONTHLY PHONE	1.18	
08611797999		000353		01 05/21/2012	110-2008-413.30-75	MONTHLY PHONE	51.68	
08611797999		000346		01 05/21/2012	110-3015-414.30-75	MONTHLY PHONE	9.42	
08611797999		000347		01 05/21/2012	110-4020-422.30-75	MONTHLY PHONE	14.58	
08611797999		000348		01 05/21/2012	110-5030-421.30-75	MONTHLY PHONE	190.29	
08611797999		000349		01 05/21/2012	110-6040-431.30-75	MONTHLY PHONE	35.72	
08611797999		000350		01 05/21/2012	110-7060-451.30-75	MONTHLY PHONE	19.78	
08611797999		000351		01 05/21/2012	510-6055-502.30-75	MONTHLY PHONE	3.14	
						VENDOR TOTAL *	367.44	
0002941 25652612 24762659	00	MCMASTER-CARR SUPPLY CO-A/P ADDRESS 000716 000072		01 05/21/2012 01 05/21/2012	110-2008-413.40-31 110-4025-424.40-33	DC POWER SUPPLY CIRCUIT TESTER	672.43 651.45	
						VENDOR TOTAL *	1,323.88	
0020492 04/12/2012	00	MDL TREE SERVICE, INC 000843		01 05/21/2012	110-6041-432.50-01	TREES REMOVAL	5,500.00	
						VENDOR TOTAL *	5,500.00	
0000366 419238/4	00	MEL'S ACE HARDWARE 000731		01 05/21/2012	530-0088-503.50-14	COMPRESSOR INSTALL	23.70	
						VENDOR TOTAL *	23.70	
0014625 58352	00	MEL'S CAR CARE CENTER 000312		01 05/21/2012	110-6047-512.50-02	TRK/PARTS TRK#2	112.00	

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0014625 58379	00	MEL'S CAR CARE CENTER 000313	01	05/21/2012	110-6047-512.50-02	TRK/PARTS TRK#2	82.00	
						VENDOR TOTAL *	194.00	
0002641 APRIL 2012	00	METROPOLITAN FAMILY SVCS 000832	01	05/21/2012	110-0083-443.60-48	SENIOR SVCS	5,539.75	
						VENDOR TOTAL *	5,539.75	
0020469 21469	00	MIGLANI, PANKAJ 000051	01	05/21/2012	110-0000-331.07-00	VEHICLE STICKER REFUND	36.00	
						VENDOR TOTAL *	36.00	
0016423 06/01/2012	00	MLRP 388 CAROL LLC 000262	01	05/21/2012	110-7060-451.60-47	MONTHLY RENT/JUNE 2012	3,796.92	
						VENDOR TOTAL *	3,796.92	
0007206 06/06/2012	00	MUNICIPAL CLERKS OF DUPAGE COUNTY 000686	01	05/21/2012	110-1001-411.60-11	MEETING/DINNER	52.00	
						VENDOR TOTAL *	52.00	
0011645 265543_SNV	00	MUNICIPAL EMERGENCY SERVICES 000082	01	05/21/2012	110-4020-422.40-31	FOG FLUID	220.78	
						VENDOR TOTAL *	220.78	
0009144 06/26/2012 08/28/2012 10/09/2012	00	MUNICIPAL FLEET MANAGERS ASSN 000123 000124 000125	01	05/21/2012 05/21/2012 05/21/2012	110-6040-431.60-11 110-6040-431.60-11 110-6040-431.60-11	REGISTRATION REGISTRATION REGISTRATION	75.00 75.00 75.00	
						VENDOR TOTAL *	225.00	
0017171 05/30/2012	00	MUSIC PERFORMING ARTS 000472	01	05/21/2012	110-0094-454.60-32	MEMORIAL DAY PARADE	1,200.00	
						VENDOR TOTAL *	1,200.00	
0000394 751527	00	NEENAH FOUNDRY CO 000095	01	05/21/2012	110-6044-435.40-98	HANDHOLE COVERS	212.00	
						VENDOR TOTAL *	212.00	
0011644 N310091	00	NEPTUNE TECHNOLOGY GROUP INC 000465	01	05/21/2012	510-6052-501.50-08	SERVICE CONTRACT	6,322.68	
						VENDOR TOTAL *	6,322.68	
0016913 3	00	NEWCASTLE ELECTRIC, INC 000462	01	05/21/2012	510-6057-502.80-20	GENERATOR REPLACEMENT	15,421.50	
						VENDOR TOTAL *	15,421.50	
0005845 54-23-78-0000 26-13-75-0650	00	NICOR GAS 5000528 2000530	01	05/21/2012 05/21/2012	110-4020-422.30-29 110-4020-422.30-29	MONTHLY GAS MONTHLY GAS	271.53 89.44	

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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0005845	00	NICOR GAS						
1200340000	4	000533	01	05/21/2012	110-5030-421.30-29	MONTHLY GAS	369.91	
02-25-68-0000	0000529		01	05/21/2012	110-6046-418.30-29	MONTHLY GAS	180.98	
1428340000	1	000534	01	05/21/2012	110-6046-418.30-29	MONTHLY GAS	145.94	
1545680000	0	000535	01	05/21/2012	110-6046-418.30-29	MONTHLY GAS	58.64	
7816640000	8	000817	01	05/21/2012	110-6046-418.30-29	MONTHLY GAS	1,037.19	
43-64-24-0000	6000531		01	05/21/2012	510-6056-502.30-29	MONTHLY GAS	43.60	
52-71-78-0000	8000532		01	05/21/2012	510-6056-502.30-29	MONTHLY GAS	28.51	
2403240000	4	000710	01	05/21/2012	510-6056-502.30-29	MONTHLY GAS	57.52	
						VENDOR TOTAL *	2,283.26	
0017170	00	NORTHERN IL CH OF MVPA						
05/30/2012	000479		01	05/21/2012	110-0094-454.60-32	MEMORIAL DAY PARADE	250.00	
						VENDOR TOTAL *	250.00	
0004439	00	NORTHERN IL POLICE ALARM SYSTEM						
8123	000800		01	05/21/2012	110-5030-421.30-98	ASSESSMENT FEE	935.00	
8122	000801		01	05/21/2012	110-5030-421.30-98	ASSESSMENT FEE	3,300.00	
8121	000802		01	05/21/2012	110-5030-421.60-37	MEMBERSHIP	400.00	
						VENDOR TOTAL *	4,635.00	
0018147	00	NOVAPRO RISK SOLUTIONS, LP						
GM00040698	000374		01	05/21/2012	110-0082-416.60-02	CLAIM FEES	300.00	
						VENDOR TOTAL *	300.00	
0002228	00	O'HERRON CO INC, RAY - LOMBARD						
0052949-IN	000087		01	05/21/2012	110-5030-421.40-11	UNIFORM SUPPLIES	64.00	
0053000-IN	000673		01	05/21/2012	110-5030-421.40-31	FLASHLIGHT	220.95	
0052999-IN	000674		01	05/21/2012	110-5030-421.40-11	UNIFORM SUPPLIES	159.65	
0052998-IN	000675		01	05/21/2012	110-5030-421.40-11	UNIFORM SUPPLIES	89.50	
0053293-IN	000676		01	05/21/2012	110-5030-421.40-11	UNIFORM SUPPLIES	90.90	
0052997-IN	000677		01	05/21/2012	110-5030-421.40-11	UNIFORM SUPPLIES	103.85	
0053284-IN	000678		01	05/21/2012	110-5030-421.80-06	SET NEW VEHICLE/PD-17	458.00	
						VENDOR TOTAL *	1,186.85	
0020500	00	PAINTER, PATRICIA						
16057	000722		01	05/21/2012	110-0000-331.07-00	VEHICLE STICKER REFUND	18.00	
						VENDOR TOTAL *	18.00	
0008717	00	PAT KEAN'S FRIENDLY FORD						
171265	000339		01	05/21/2012	110-6047-512.50-16	TRK/PARTS PD-15	376.29	
171249	000340		01	05/21/2012	110-6047-512.50-16	TRK/PARTS PW117	69.00	
						VENDOR TOTAL *	445.29	
0017169	00	PATTON ACADEMY (FARRAGUT H.S.) ROTC						
05/30/2012	000482		01	05/21/2012	110-0094-454.60-32	MEMORIAL DAY PARADE	1,000.00	
						VENDOR TOTAL *	1,000.00	
0020084	00	PECORARO, ROSARIO & MARIA						

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NO	NO	NO						AMOUNT
0020084	00	PECORARO, ROSARIO & MARIA						
JAN-DEC 2011	000703		01	05/21/2012	110-0000-313.03-03	UTILITY TAX REBATE	13.20	
JAN-DEC 2011	000704		01	05/21/2012	110-0000-313.01-01	UTILITY TAX REBATE	20.32	
JAN-DEC 2011	000705		01	05/21/2012	110-0000-331.07-00	UTILITY TAX REBATE	36.00	
VENDOR TOTAL *							69.52	
0005900	00	PETTIBONE & CO, P F						
25253	000116		01	05/21/2012	110-5030-421.40-11	UNIFORM SUPPLIES	92.90	
VENDOR TOTAL *							92.90	
0019416	00	PITNEY BOWES INC - PITTSBURGH						
823571	000702		01	05/21/2012	110-2006-413.40-33	SUPPLIES	161.47	
VENDOR TOTAL *							161.47	
0014232	00	POMP'S TIRE SERVICE, INC						
280238	000438		01	05/21/2012	110-6047-512.50-20	TIRES/TRK#2 (F-7)	1,747.28	
VENDOR TOTAL *							1,747.28	
0016300	00	RB ENTERPRISES - ST CHARLES						
104463 E	000103		01	05/21/2012	110-6042-433.30-72	SNOW REMOVAL	530.00	
104464 E	000104		01	05/21/2012	110-6042-433.30-72	SNOW REMOVAL	575.00	
107951	000747		01	05/21/2012	110-6042-433.30-72	SNOW REMOVAL	547.50	
108141	000748		01	05/21/2012	110-6042-433.30-72	SNOW REMOVAL	730.00	
VENDOR TOTAL *							2,382.50	
0020338	00	RED EYE TAXI SERVICE						
103	000269		01	05/21/2012	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	45.60	
103	000270		01	05/21/2012	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	336.60	
VENDOR TOTAL *							382.20	
0019725	00	RIHA, MR/MRS CHARLES J						
2011	000652		01	05/09/2012	510-0000-361.07-00	SSA#13 TAX REFUND	CHECK #: 155180	104.27
VENDOR TOTAL *							.00	104.27
0002601	00	RJN GROUP						
04	000445		01	05/21/2012	510-6056-502.80-13	PROF ENG SVCS	6,565.00	
04	000446		01	05/21/2012	510-6056-502.80-13	PROF ENG SVCS	1,069.68	
VENDOR TOTAL *							7,634.68	
0014430	00	ROCK VALLEY PUBLISHING						
63976	000718		01	05/21/2012	110-3015-414.30-54	LEGAL NOTICE	67.50	
65807	000719		01	05/21/2012	110-3015-414.30-54	LEGAL NOTICE	60.75	
67862	000720		01	05/21/2012	110-3015-414.30-54	LEGAL NOTICE	222.75	
VENDOR TOTAL *							351.00	
0005687	00	ROESCH FORD						
3558	000457		01	05/21/2012	110-5030-421.80-06	NEW VEHICLE/PD-3	28,410.00	
3560	000458		01	05/21/2012	110-5030-421.80-06	NEW VEHICLE/PD-5	28,410.00	
3559	000459		01	05/21/2012	110-5030-421.80-06	NEW VEHICLE/PD-8	28,410.00	

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0005687	00	ROESCH FORD						
18269		000302	01	05/21/2012	110-6047-512.50-16	TRK/PARTS F-10	156.77	
18268		000303	01	05/21/2012	110-6047-512.50-16	TRK/PARTS F-10	72.22	
VENDOR TOTAL *							85,458.99	
0018926	00	ROSENWINKEL, DAN						
03/19/2012		000107	01	05/21/2012	510-6050-501.60-37	EXPENSE REIMBURSEMENT	10.00	
03/19/2012		000108	01	05/21/2012	510-6050-501.60-37	EXPENSE REIMBURSEMENT	15.00	
VENDOR TOTAL *							25.00	
0004969	00	ROTARY CLUB OF ELMHURST						
7775		000741	01	05/21/2012	110-7060-451.60-37	MEMBERSHIP	335.00	
VENDOR TOTAL *							335.00	
0019694	00	ROYAL AIRS DRUM & BUGLE CORPS						
05/30/2012		000481	01	05/21/2012	110-0094-454.60-32	MEMORIAL DAY PARADE	800.00	
VENDOR TOTAL *							800.00	
0005536	00	RUNNION EQPT						
119765		000355	01	05/21/2012	110-6047-512.50-16	TRK/PARTS PW88	86.80	
VENDOR TOTAL *							86.80	
0006411	00	RUSSO'S POWER EQPT						
1296095		000301	01	05/21/2012	110-6043-434.40-98	SUPPLIES	129.36	
VENDOR TOTAL *							129.36	
0000473	00	SAKASH, JOHN CO INC						
281863		000366	01	05/21/2012	110-6047-512.40-53	TOOL REPAIR	70.00	
VENDOR TOTAL *							70.00	
0007654	00	SALSER, FLOYD JR & ASSOCS						
143367		000456	01	05/21/2012	510-6052-501.40-68	MAINT AGREEMENT	4,000.00	
VENDOR TOTAL *							4,000.00	
0020490	00	SCHOONVELD, SARA J						
20177,20178		000795	01	05/21/2012	110-0000-260.02-00	VEHICLE STICKER REFUND	72.00	
VENDOR TOTAL *							72.00	
0010169	00	SEAWAY SUPPLY						
81508		000692	01	05/21/2012	110-6046-418.40-24	SUPPLIES	475.15	
81402		000063	01	05/21/2012	510-6057-502.40-98	SUPPLIES	130.00	
VENDOR TOTAL *							605.15	
0000481	00	SERVICE SPRING						
117847		000448	01	05/21/2012	110-6047-512.50-16	TRK/PARTS PW50	723.07	
117847		000449	01	05/21/2012	110-6047-512.50-02	TRK/PARTS PW50	290.00	
VENDOR TOTAL *							1,013.07	
0014557	00	SHANKLIN, WILLIAM						

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0014557	00	SHANKLIN, WILLIAM						
05/30/2012	000765		01	05/21/2012	110-1001-411.60-56	MEMORIAL DAY PARADE	60.00	
						VENDOR TOTAL *	60.00	
0000491	00	SHEMIN NURSERIES						
785842	000295		01	05/21/2012	110-6043-434.40-27	FERTILIZER	118.75	
785842	000296		01	05/21/2012	110-6043-434.40-53	RAKES	76.50	
785129	000745		01	05/21/2012	110-6043-434.40-27	PLANTING	517.60	
						VENDOR TOTAL *	712.85	
0020489	00	SPIRITO! SINGERS						
05/30/2012	000485		01	05/21/2012	110-1001-411.60-56	MEMORIAL DAY PARADE	300.00	
						VENDOR TOTAL *	300.00	
0018176	00	SPIROFF & GOSSELAR, LTD						
58010M	000093		01	05/21/2012	110-0081-415.30-36	PROFESSIONAL SVCS	765.00	
						VENDOR TOTAL *	765.00	
0000740	00	STANDARD EQPT CO						
C73746	000122		01	05/21/2012	110-6047-512.50-16	TRK/PARTS PW91	826.77	
C73732	000450		01	05/21/2012	110-6047-512.50-16	TRK/PARTS PW110	1,020.57	
						VENDOR TOTAL *	1,847.34	
0006770	00	STI-CO INDUSTRIES INC						
0000113570	000356		01	05/21/2012	110-6047-512.50-16	TRK/PARTS PW49	316.05	
						VENDOR TOTAL *	316.05	
0002854	00	SUNRISE COMMUNICATIONS, INC						
2458	000441		01	05/21/2012	110-0086-453.30-52	MEETINGS/FEB,MAR,APRIL	2,245.00	
						VENDOR TOTAL *	2,245.00	
0009845	00	SYNAGRO CENTRAL						
20-100186	000442		01	05/21/2012	510-6057-502.30-58	SLUDGE HAULING	33,643.00	
						VENDOR TOTAL *	33,643.00	
0019685	00	TEAM KINGSLEY LLC						
2012085	000569		01	05/21/2012	110-7060-451.60-39	EXHIBIT EXPENSE	563.78	
						VENDOR TOTAL *	563.78	
0000520	00	TELE PRINT						
1205101	000568		01	05/21/2012	110-7060-451.30-52	PRINTING SVCS/FLYERS	425.00	
						VENDOR TOTAL *	425.00	
0000533	00	TRAFFIC CONTROL & PROTECTION						
72633	000283		01	05/21/2012	110-6041-432.40-52	POST DELINEATOR/ALUMINUM	293.00	
72634	000284		01	05/21/2012	110-6041-432.40-52	POST	477.00	
						VENDOR TOTAL *	770.00	
0000535	00	TRANS UNION LLC						

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0000535	00	TRANS UNION LLC						
04200908	000685		01	05/21/2012	110-5030-421.30-98	CREDIT BUREAU SVC	45.00	
						VENDOR TOTAL *	45.00	
0005044	00	TRANSYSTEMS CORP						
INV-0002270493	000464		01	05/21/2012	110-6048-513.80-25	PROF ENG SVCS	31,311.79	
						VENDOR TOTAL *	31,311.79	
0000536	00	TREE TOWNS REPROGRAPHICS, INC						
0000175349	000292		01	05/21/2012	110-6043-434.40-98	MAP COPIES	110.00	
0000175051	000049		01	05/21/2012	110-7060-451.60-44	BOARD PRINT	210.60	
0000175282	000119		01	05/21/2012	110-7060-451.60-44	BOARD PRINT	13.80	
0000175433	000378		01	05/21/2012	110-7060-451.30-52	POSTERS	57.00	
0000175434	000379		01	05/21/2012	110-7060-451.30-52	POSTERS	50.00	
0000175435	000380		01	05/21/2012	110-7060-451.30-52	POSTERS	37.80	
0000175436	000381		01	05/21/2012	110-7060-451.60-44	EXHIBIT SUPPLIES	82.00	
0000175571	000738		01	05/21/2012	110-7060-451.60-44	EXHIBIT BOARD PRINTS	3,423.60	
0000175572	000739		01	05/21/2012	110-7060-451.60-44	EXHIBIT BOARD PRINTS	89.70	
0000175657	000740		01	05/21/2012	110-7060-451.60-44	BOARD PRINT	54.00	
0000175283	000293		01	05/21/2012	510-6052-501.40-98	BOOKLETS COPIES	40.80	
						VENDOR TOTAL *	4,169.30	
0020258	00	TWIST OFFICE PRODS						
346852	000376		01	05/21/2012	110-2006-413.40-33	SUPPLIES	45.60	
346852	000377		01	05/21/2012	110-3015-414.40-33	SUPPLIES	8.70	
						VENDOR TOTAL *	54.30	
0013393	00	U S NAVAL SEA CADET CORPS						
05/30/2012	000478		01	05/21/2012	110-0094-454.60-32	MEMORIAL DAY PARADE	250.00	
						VENDOR TOTAL *	250.00	
0015470	00	UNIFORMITY INC						
IN206402	000080		01	05/21/2012	110-4020-422.40-62	UNIFORM SUPPLIES	34.32	
IN139699	000081		01	05/21/2012	110-4020-422.40-62	UNIFORM SUPPLIES	172.00	
						VENDOR TOTAL *	206.32	
0002337	00	UNION PACIFIC RAILROAD CO-OMAHA						
194-88	000470		01	05/21/2012	530-0088-503.30-59	PARKING LOT LEASE	1,494.90	
						VENDOR TOTAL *	1,494.90	
0003709	00	UNIQUE PRODUCTS & SERV CORP						
238998B	000271		01	05/21/2012	110-6041-432.40-98	SUPPLIES	8.81	
238998B	000272		01	05/21/2012	110-6043-434.40-98	SUPPLIES	8.81	
238998B	000273		01	05/21/2012	110-6044-435.40-98	SUPPLIES	8.81	
238998B	000274		01	05/21/2012	110-6046-418.40-98	SUPPLIES	8.82	
238998B	000275		01	05/21/2012	110-6047-512.40-98	SUPPLIES	8.82	
238998B	000276		01	05/21/2012	510-6052-501.40-98	SUPPLIES	8.82	
238998B	000277		01	05/21/2012	510-6057-502.40-98	SUPPLIES	8.82	
						VENDOR TOTAL *	61.71	
0006266	00	UNTOUCHABLE AUTO WASH						

PREPARED 05/15/2012, 8:55:47
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 05/21/2012 CHECK DATE: 05/24/2012

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
0006266	00	UNTOUCHABLE		01 05/21/2012	110-6047-512.50-16	CAR WASHES	144.00	
APRIL 2012		000114						
						VENDOR TOTAL *	144.00	
0016782	00	USA MOBILITY WIRELESS, INC		01 05/21/2012	110-5030-421.30-75	MONTHLY PHONE	27.76	
V2437123D		000086						
						VENDOR TOTAL *	27.76	
0017763	00	UWE SCHWAB MACHINE SVCS		01 05/21/2012	110-6043-434.50-08	STUMP CUTTER	108.21	
4389		000297						
						VENDOR TOTAL *	108.21	
0011603	00	VAJDIK, ROBERT		01 05/21/2012	110-4020-422.60-98	EXPENSE REIMBURSEMENT	200.00	
04/27/2012		000083						
						VENDOR TOTAL *	200.00	
0000555	00	VAN SLYKE, JR, CHARLES R		01 05/21/2012	110-3015-414.30-12	COMMUNITY PROPERTY PLANNI	3,525.00	
APRIL 2012		000825						
APRIL 2012		000827		01 05/21/2012	110-3015-414.30-52	POTENTIAL NORTH YORK STRE	1,050.00	
APRIL 2012		000829		01 05/21/2012	110-3015-414.30-52	POTENTIAL RIVERSIDE DRIVE	175.00	
APRIL 2012		000830		01 05/21/2012	110-3015-414.30-52	POTENTIAL YORK STREET &	50.00	
APRIL 2012		000826		01 05/21/2012	310-0089-461.30-52	TIF I	2,350.00	
APRIL 2012		000828		01 05/21/2012	320-0090-462.30-52	TIF II	225.00	
APRIL 2012		000831		01 05/21/2012	325-0092-465.30-12	TIF III	50.00	
						VENDOR TOTAL *	7,425.00	
0000560	00	VILLA PARK ELECTRICAL SUPPLY		01 05/21/2012	110-4020-422.50-01	ANTENNA MATERIAL	13.16	
01791852		000098						
01791674		000101		01 05/21/2012	110-5030-421.50-01	OUTLETS INSTALL	97.62	
01791795		000099		01 05/21/2012	110-6044-435.40-98	DROP CORD MATERIAL	12.90	
01788048		000100		01 05/21/2012	110-6044-435.40-98	CEILING HEATER MATERIAL	15.16	
						VENDOR TOTAL *	138.84	
0006055	00	VILLAGE OF BENSENVILLE		01 05/21/2012	110-7060-451.30-98	SCHOOLHOUSE WATER/SEWER	48.57	
203199		000393						
						VENDOR TOTAL *	48.57	
0006095	00	VITAL SIGNS USA INC		01 05/21/2012	110-0094-454.60-32	BANNER	50.00	
80871		000484						
80901		000390		01 05/21/2012	110-7060-451.60-44	CUT VINYL	148.54	
						VENDOR TOTAL *	198.54	
0015717	00	WENTWORTH TIRE-BENSENVILLE		01 05/21/2012	110-6047-512.50-20	TIRE DISPOSAL	24.00	
413186		000342						
413185		000343		01 05/21/2012	110-6047-512.50-20	TIRES/PW110	357.55	
413037		000439		01 05/21/2012	110-6047-512.50-20	TIRES/PW41	1,183.80	
						VENDOR TOTAL *	1,565.35	
0000576	00	WEST SUBURBAN OP, INC.						

PREPARED 05/15/2012, 8:55:47
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 05/21/2012 CHECK DATE: 05/24/2012

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
0000576	00	WEST SUBURBAN OP, INC.						
129941	000742		01	05/21/2012	110-2008-413.40-73	PHOTO PAPER	10.99	
129812	000688		01	05/21/2012	110-6046-418.50-01	GRAPH PAPER	11.48	
129574	000689		01	05/21/2012	110-6046-418.50-01	STORAGE BOX	75.99	
129521	000047		01	05/21/2012	110-7060-451.40-33	SUPPLIES	73.07	
129521	000048		01	05/21/2012	110-7060-451.40-98	SUPPLIES	6.08	
129796	000743		01	05/21/2012	110-7060-451.60-44	EXHIBIT SUPPLIES	83.98	
129673	000298		01	05/21/2012	510-6056-502.40-98	DVD DISCS	45.99	
129788	000744		01	05/21/2012	510-6056-502.40-98	STORAGE CLIPBOARD	43.99	
						VENDOR TOTAL *	351.57	
0002838	00	WHOLESALE DIRECT						
000192892	000690		01	05/21/2012	110-6047-512.50-16	PARTS/SUPPLIES	116.60	
						VENDOR TOTAL *	116.60	
0020495	00	WOOL, JULIE						
085	000723		01	05/21/2012	530-0000-341.50-03	PARKING PASS REFUND	249.11	
						VENDOR TOTAL *	249.11	
0001041	00	WRIGHT, STEVE						
04/24/2012	000091		01	05/21/2012	110-5030-421.60-05	EXPENSE REIMBURSEMENT	8.88	
04/24/2012	000092		01	05/21/2012	110-5030-421.60-11	EXPENSE REIMBURSEMENT	5.56	
						VENDOR TOTAL *	14.44	
0015783	00	WURTH USA INC						
94194167	000341		01	05/21/2012	110-6047-512.50-16	RUBBER ERASER	153.55	
						VENDOR TOTAL *	153.55	
0000583	00	ZEP SALES & SERVICE						
30484605	000285		01	05/21/2012	510-6057-502.40-24	SUPPLIES	215.77	
						VENDOR TOTAL *	215.77	
0000585	00	ZIEBELL WATER SERVICE PRODUCTS						
215868-000	000126		01	05/21/2012	510-6052-501.40-51	B-BOX LIDS REPAIR	940.50	
215982-000	000127		01	05/21/2012	510-6052-501.40-51	B-BOX LIDS REPAIR	104.50	
						VENDOR TOTAL *	1,045.00	
0006349	00	2ND KENTUCKY CAVALRY						
05/30/2012	000487		01	05/21/2012	110-0094-454.60-32	MEMORIAL DAY PARADE	300.00	
05/30/2012	000486		01	05/21/2012	110-1001-411.60-56	MEMORIAL DAY PARADE	200.00	
						VENDOR TOTAL *	500.00	
0006350	00	56TH VIRGINIA INFANTRY						
05/30/2012	000473		01	05/21/2012	110-0094-454.60-32	MEMORIAL DAY PARADE	750.00	
						VENDOR TOTAL *	750.00	
						HAND ISSUED TOTAL ***		12,504.68
						TOTAL EXPENDITURES ****	1,845,076.10	12,504.68

PREPARED 05/15/2012, 8:55:47
PROGRAM: GM339L
CITY OF ELMHURST, ILLINOIS
CITY

EXPENDITURE APPROVAL LIST
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BANK: 01

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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
0006350	00							
GRAND TOTAL *****								1,857,580.78



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

April 26, 2012

To: Members of the City Council

Re: Reappointment to the Historic Preservation Commission - Richard Sarna, Charles Goding,
and Charmaine M. Tellefsen

With your advice and consent, I will reappoint Richard Sarna, Charles Goding and
Charmaine M. Tellefsen to the Historic Preservation Commission for terms to expire May 30, 2014.

Respectfully yours,

Peter P. DiCianni III
Mayor

PPC/ds
Attachments

**Copies To All
Elected Officials**

04-26-12
05-17-12

PLS



CITY OF ELMHURST

209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759
(630) 530-3000
www.elmhurst.org

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MAYOR
PATTY SPENCER
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CITY TREASURER
JAMES A. GRABOWSKI
CITY MANAGER

April 23, 2012

TO: Mayor Peter DiCianni

Re: Appointments to the Elmhurst Historic Preservation Commission

Attached herewith are the following persons you have approved to continue to serve on the Elmhurst Historic Preservation Commission (see attached applications) which now have to be presented to the Members of the City Council.

Richard F. Sarna
Charles A. Goding
Charmaine M. Tellefsen

Respectfully yours,

Marlene M. Tegmeyer
Staff Liaison for Commission

MMT
Attachments

May 17, 2012

TO: Mayor DiCianni and Members of the City Council
RE: Bid Results, 2012 Asphalt Rejuvenating Treatment

In response to an invitation to bid for the 2012 Asphalt Rejuvenating Treatment Contract, Project 12-03, the City of Elmhurst advertised in the Elmhurst Independent on Thursday, April 26, 2012. Bids were received from three contractors. All bid packages were complete.

Bids were opened at 10:00 a.m. on Tuesday, May 15, 2012 by the City Clerk. The following is a summary of the bids received:

Contractor	Total Price
CAM, LLC South Roxanna, IL	\$54,790.00
Denler, Inc. Mokena, IL	\$52,560.00
Gee Asphalt Systems , Inc. Cedar Rapids, IA	\$83,950.00

Respectfully submitted,



Patty Spencer
City Clerk

May 17, 2012

TO: Mayor DiCianni and Members of the City Council
RE: Bid Results, 2012 Concrete Pavement Patching

In response to an invitation to bid for the 2012 Concrete Pavement Patching Project 12-09, the City of Elmhurst advertised in the Elmhurst Independent on Thursday, April 26, 2012. Bids were received from nine contractors. All bid packages were complete.

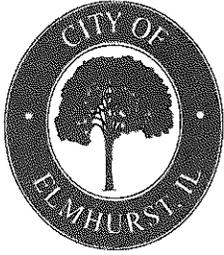
Bids were opened at 10:00 a.m. on Tuesday, May 15, 2012 by the City Clerk. The following is a summary of the bids received:

Contractor	Total Price
DeNatale Construction, Inc., Addison, IL	\$135,020.00
C-A Cement Construction, Co. Inc., Bloomington, IL	\$135,985.00
Mondi Construction, Inc., West Chicago, IL	\$158,600.00
G & M Cement Construction, Inc., Addison, IL	\$171,580.00
D'Land Construction, L.L.C., Bensenville, IL	\$184,925.99
Lorusso Cement Contractors Inc., West Chicago, IL	\$196,330.00
Alliance Contractors, Inc., Woodstock, IL	\$198,270.00
Schroeder & Schroeder, Inc., Skokie, IL	\$216,350.00
Triggi Construction, Inc., West Chicago, IL	\$280,500.00

Respectfully submitted,



Patty Spencer
City Clerk



CITY OF ELMHURST

**209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759**

(630) 530-3000
www.elmhurst.org

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

May 15, 2012

To: Mayor DiCianni and Members of the City Council

Re: 2012 "One" Service

It is respectfully requested that the attached request to hold the 3rd Annual "One" combined worship service be referred to the Public Affairs and Safety Committee for review and recommendation back to the City Council.

Respectfully submitted,



James A. Grabowski
City Manager

Copies To All
City Officials

05/17/2012

5/14/2012

McLean
Werner
Hughes
Holmes

Attention: James Grabowski, City Manager
City of Elmhurst
209 N. York St.
Elmhurst, IL 60126

May 10, 2012

Dear Mr. Grabowski,

Last August we, the pastors of several evangelical churches in the city of Elmhurst, together with our respective church bodies, met in the Addison St. Parking Lot for the second annual combined morning of worship. We had over 1500 people in attendance and found it was a great encouragement, not only to our churches, but to the community of Elmhurst.

With your permission, again this year we desire to unite together in a day of worship. Our hope and prayer is that this event will unite us in our common belief and compassion to reach out and serve the city of Elmhurst. (Specifically, on October 13, 2012 we are planning a united day of serving, called Sharefest, when each of our churches will come together to serve the practical needs of Elmhurst).

To this end, we would like to gather in the Addison St. Parking Lot on Sunday, August 26 for a combined morning of worship. Our event schedule will begin with set-up at 8 am and conclude by noon. This "One" service will begin at 10 am and conclude by 11:30 am. It will consist primarily of music, prayer and message, with an emphasis on involvement by people from each church hosting this occasion. We hope to use the Park District bandwagon for this event and we plan to provide portable toilets. In addition we would like to ask if Addison St., between Second St. and First St., can be closed down during this time to ensure the safety of everyone attending. We will work with the Police and Fire Departments to ensure this is a safe event for all.

This event will be open to the public. We desire to have people join us to experience the love and joy of people who desire to worship God and serve others. We expect approximately two thousand attendees from all our churches.

We are grateful for your consideration of this request. Please contact Kirt Wiggins at 630-618-1043 with any questions or if you need more information. We look forward to hearing from you soon.

Sincerely,

Dennis Beach, Epiphany Lutheran Church
Tim Bowman, Grace Bible Church
Jim Lennon, West Suburban Community Church
Armand Madlangbayan, Bethel Assembly of God
Phil Miller, First Baptist/ ELM Church

Greg Schuringa, Faith Christian Reformed Church
Peter Semeyn, Elmhurst Christian Reformed Church
Jason Turner, Faith Evangelical United Methodist Church
Kirt Wiggins, Pathway Community Church



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CITY TREASURER
JAMES A. GRABOWSKI
CITY MANAGER

May 14, 2012

TO: Mayor DiCianni and Members of the City Council

RE: **Stormwater Ordinance and General Certification - Adoption**

The Public Works and Buildings Committee met on Monday, May 14, 2012 to review an update to the City's Ordinance on Stormwater and Floodplains. The City of Elmhurst has adopted and follows the DuPage County Countywide Stormwater and Flood Plain Ordinance. The Ordinance was originally created in 1992 and the City has utilized these regulations the entire time. The principal purpose of the Ordinance is to promote effective stormwater management measures.

Recently, an update to the DuPage County Countywide Stormwater and Flood Plain Ordinance was completed and approved by the Stormwater Management Committee and the County Board with an effective date of April 25, 2012. At the same time, associated General Certifications were approved. The Stormwater Ordinance was amended to provide the structure to better meet local, state, and federal stormwater regulations, while optimizing the requirements for new development, re-developments, and existing developments so DuPage County could remain competitive in maintaining/attracting business while preserving the high standard of flood control and environmental protection for all County residents.

The General Certifications when found to be applicable to the particular circumstances of certain developments, serve in lieu of the Stormwater Management Certification. General Certifications are intended to promote development and improve regulatory efficiency by reducing the applicants submittal requirements, lowering design costs and simplifying the existing certification review process.

The City of Elmhurst, as a Partial Waiver Community, is required to adopt a resolution or ordinance that includes an adoption of the provisions of the newly revised DuPage Stormwater Ordinance and the General Certifications. Attached are copies of the County Board resolutions outlining the revisions and providing a background for the revisions.

Copies To All
Elected Officials

5-17-12

cc: P.W. and
Bldg. Comm.

5-10-12

Page 2

TO: Mayor DiCianni and Members of the City Council

RE: **Stormwater Ordinance and General Certifications – Adoption**

It is therefore, the recommendation of the Public Works and Buildings Committee that the City Attorney prepare the proper ordinance to include the revised DuPage County Countywide Stormwater and Flood Plain Ordinance and the associated General Certifications into the City's Municipal Codes.

Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE

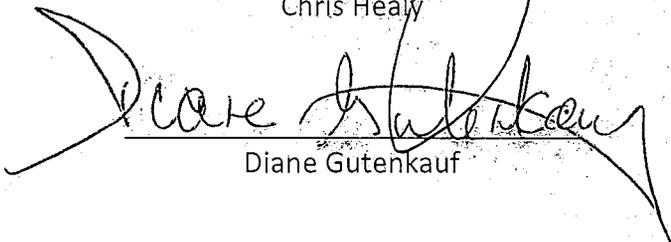
Jim Kennedy, Chairman



Bob Dunn, Vice Chairman



Chris Healy



Diane Gutenkauf



DU PAGE COUNTY
ECONOMIC DEVELOPMENT & PLANNING
Daniel J. Cronin, County Board Chairman

BUILDING & ZONING • ECONOMIC DEVELOPMENT • ENVIRONMENTAL CONCERNS • LAND USE • STORMWATER MANAGEMENT
STORMWATER PERMITTING • TRAILS • TRANSIT PLANNING • TRANSPORTATION PLANNING • WETLANDS PROTECTION • WORKFORCE DEVELOPMENT

421 N. County Farm Road
Wheaton, IL 60187

(630) 407-6700 Phone
(630) 407-6702 Fax
www.dupageco.org/edp

MEMORANDUM

DATE: May 1, 2012

TO: Mayors, Managers, and Stormwater Administrators

FROM: Clayton Heffter, Stormwater Permitting Manager *CCH*

RE: 2012 DuPage County Countywide Stormwater and Flood Plain Ordinance
Amendments and associated General Conditions

Recently, an update to the DuPage County Countywide Stormwater and Flood Plain Ordinance (Stormwater Ordinance) was completed and approved by the Stormwater Management Committee and the County Board, with an effective date of April 25, 2012. At the same time, associated General Certifications (GCs) were approved, with the same effective date. The Stormwater Ordinance was amended to provide the structure to better meet local, state, and federal stormwater regulations, while optimizing the requirements for new development, re-developments, and existing developments so DuPage County could remain competitive in maintaining/attracting business while preserving the high standard of flood control and environmental protection for all County residents. The GCs, when found to be applicable to the particular circumstances of certain developments, serve in lieu of the Stormwater Management Certification. GCs are intended to promote development and improve regulatory efficiency by reducing the applicant's submittal requirements in qualifying situations, lowering design costs and simplifying the existing certification review process.

For Complete and Partial Waiver communities, your community has adopted the Stormwater Ordinance and is required to duly adopt a resolution or ordinance of the corporate authorities of your community that include an adoption of the provisions of this newly revised Ordinance or an ordinance consistent with, and at least as stringent as, this Ordinance. Similarly, if your community wishes to utilize any or all of the approved GCs, you need to follow this same process for adoption of the GCs.

In order to assist you with the adoption of the Stormwater Ordinance revisions and GCs, please find attached certified copies of the County Board resolutions outlining the revisions and providing a background for the revisions. Additionally, when updated by DuPage Stormwater Permitting staff, an electronic version of the Stormwater Ordinance and GCs will be made available.

As you know, the purpose of the Stormwater Ordinance is to promote effective, equitable, acceptable, and legal stormwater management measures countywide. Municipalities retain the right to be more restrictive.

Please forward a copy of your adopting resolutions or ordinances to my attention within the next three months. Along with the copy, please include the name and contact information for your Stormwater Administrator and provide reasonable assurance that your community has available and will utilize experts with the following qualifications:

In a Complete Waiver Community:

- a. A professional engineer with two years of experience in stormwater and flood plain management; and
- b. A professional engineer with two years of experience in the application of continuous hydrology and fully dynamic hydraulic models; and
- c. A environmental scientist, and
- d. A soil scientist.

In a Partial Waiver Community:

- a. A professional engineer with two (2) years of experience in stormwater and flood plain management; and
- b. An environmental engineer or environmental scientist; or a request for assistance from the Director to review for Post Construction Best Management Practices (PCBMPs).

Thank you for your cooperation. We look forward to working with you and your staff to continue to provide exemplary stormwater and flood plain management for the citizens of DuPage. If you have any questions, please give me a call at (630) 407-6729.

ORDINANCE

OSM-001-12

AMENDMENTS TO CHAPTER 15 OF THE DU PAGE COUNTY CODE - DU PAGE
COUNTY COUNTYWIDE STORMWATER AND FLOOD PLAIN ORDINANCE

WHEREAS, the County of DuPage ("COUNTY") pursuant to authority granted it under 55 ILCS 5/5-1062 and 5/5-15001 et seq. and other applicable authority, adopted the *DuPage County Countywide Stormwater and Flood Plain Ordinance* (hereinafter referred to as the "Stormwater Ordinance"); and

WHEREAS, the Stormwater Ordinance is further identified as Appendix F to the DuPage County Stormwater Management Plan ("PLAN"), and was originally adopted by the County by Ordinance SMO-0001-91 on September 24, 1991; and

WHEREAS, the principle purpose of the Stormwater Ordinance has been to promote effective, equitable, acceptable, and legal stormwater management measures; and

WHEREAS, since the adoption of the Stormwater Ordinance in 1991, there have been changes in the development trends in DuPage County, improvements in stormwater management methodologies and technologies and changes to Federal and State laws affecting stormwater management; including, namely, the requirements of the National Pollutant Discharge and Elimination System (NPDES) Phase II permit; and

WHEREAS, the Stormwater Ordinance has not been comprehensively amended since its adoption in 1991; and

WHEREAS, DuPage County Stormwater Management Division has worked closely with the municipal engineers of numerous DuPage County communities and other DuPage County stormwater stakeholders (engineering firms, conservation organizations, Federal and state agencies) in order to develop a comprehensive text amendment to the Stormwater Ordinance; and

WHEREAS, the DuPage County Stormwater Management Division, DuPage County municipal engineers and DuPage County stormwater stakeholders have developed a set of comprehensive text amendments to the Stormwater Ordinance; and

WHEREAS, the proposed Stormwater Ordinance revisions have undergone all required agency, public and community reviews, and public hearing, in accordance with the requirements of state

law, Section 15-259 of the Stormwater Ordinance and the DuPage County Countywide Stormwater and Flood Plain Plan; and

WHEREAS, the proposed Stormwater Ordinance is amended to provide the structure to meet local, state, and federal stormwater regulations while still remaining competitive in maintaining/attracting business while preserving the high standard of flood control and environmental protection for all COUNTY residents; and

WHEREAS, enacting the proposed Stormwater Ordinance amendments is in the best interest of the COUNTY and its residents; and

WHEREAS, the Stormwater Management Committee recommended approval of the attached revisions to various sections of the Stormwater Ordinance for the reasons stated above; and

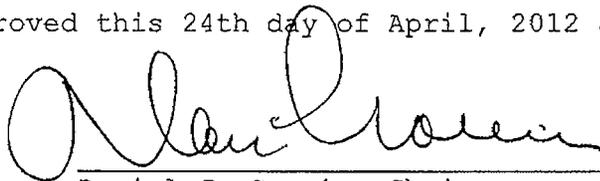
WHEREAS, the Stormwater Management Committee further recommended that the proposed Stormwater Ordinance amendments take effect the day following their adoption by the County Board.

NOW, THEREFORE, BE IT ORDAINED by the DuPage County Board, that the Stormwater Ordinance is hereby amended as attached; and

BE IT FURTHER ORDAINED by the DuPage County Board pursuant to authority granted to the County of DuPage by the Illinois General Assembly the revised DuPage County Countywide Stormwater and Flood Plain Ordinance, Chapter 15 of the DuPage County Code shall become effective April 25, 2012; and

BE IT FURTHER ORDAINED that the County Clerk shall transmit these Stormwater Ordinance amendments to the codifier of the DuPage County Code and otherwise make said amendments available for public inspection.

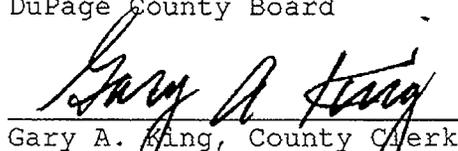
Enacted and approved this 24th day of April, 2012 at Wheaton, Illinois.



Daniel J. Cronin, Chairman
DuPage County Board

Ayes: 14
Nays: 1
Absent: 3

ATTEST:


Gary A. King, County Clerk

O R D I N A N C E

OSM-002-12

GENERAL CERTIFICATIONS FOR CHAPTER 15 OF THE DU PAGE COUNTY CODE
DU PAGE COUNTY COUNTYWIDE STORMWATER AND FLOOD PLAIN ORDINANCE

WHEREAS, the County of DuPage ("COUNTY") pursuant to authority granted it under 55 ILCS 5/5-1062 and 5/5-15001 et seq. and other applicable authority, adopted the *DuPage County Countywide Stormwater and Flood Plain Ordinance* (hereinafter referred to as the "Stormwater Ordinance"); and

WHEREAS, the Stormwater Ordinance is further identified as Appendix F to the DuPage County Stormwater Management Plan ("PLAN"), and was originally adopted by the County by Ordinance SMO-0001-91 on September 24, 1991; and

WHEREAS, the principle purpose of the Stormwater Ordinance has been to promote effective, equitable, acceptable, and legal stormwater management measures; and

WHEREAS, since the adoption of the Stormwater Ordinance in 1991, there have been changes in the development trends in DuPage County, improvements in stormwater management methodologies and technologies and changes to Federal and State laws affecting stormwater management; including, namely, the requirements of the National Pollutant Discharge and Elimination System (NPDES) Phase II permit; and

WHEREAS, DuPage County Stormwater Management Division has worked closely with the municipal engineers of numerous DuPage County communities and other DuPage County stormwater stakeholders (engineering firms, conservation organizations, Federal and state agencies) in order to develop a comprehensive text amendment to the Stormwater Ordinance which is set to be adopted by the County by Ordinance OSM-0001-12 on April 24, 2012; and

WHEREAS, Section 15-32 of the to be amended Stormwater Ordinance provides that General Certifications, when found to be applicable to the particular circumstances of certain developments, shall serve in lieu of the Stormwater Management Certification currently required for all development activity; and

WHEREAS, General Certifications provide clarification and, or, interpretation of technical requirements and are intended to address common and typically low impact development; and

WHEREAS, General Certifications are intended to promote development and improve regulatory efficiency by reducing the developer's submittal requirements in qualifying situations, lowering design costs and simplifying the existing certification review process; and

WHEREAS, DuPage County Stormwater Management, DuPage County municipal engineers and DuPage County stormwater stakeholders have developed a set of General Certifications to be implemented in conjunction with the County's adoption of the proposed Stormwater Ordinance text amendments; and

WHEREAS, the proposed General Certifications have undergone all required agency, public and community reviews, in accordance with the requirements of state law, and the Stormwater Ordinance (both as currently enacted and as amended); and

WHEREAS, enacting the proposed General Certifications are in the best interest of the COUNTY and its residents; and

WHEREAS, the Stormwater Management Committee recommended approval of the attached General Certifications for the reasons stated above, immediately following, and contingent upon, the County Board's adoption of OSM-0001-12; and

WHEREAS, the Stormwater Management Committee further recommended that the proposed General Certifications take effect the day following their adoption by the County Board, and also immediately following the effective date of OSM-0001-12.

NOW, THEREFORE, BE IT ORDAINED by the DuPage County Board, that the General Certifications are adopted as attached; and

BE IT FURTHER ORDAINED by the DuPage County Board pursuant to authority granted to the County of DuPage by the Illinois General Assembly the attached General Certifications for the DuPage County Countywide Stormwater and Flood Plain Ordinance, Chapter 15 of the DuPage County Code shall become effective April 25, 2012, or following the effective date of OSM-0001-12, whichever is later; and

BE IT FURTHER ORDAINED that the County Clerk and Stormwater Division shall make said General Certifications available for public inspection.

Enacted and approved this 24th day of April, 2012 at Wheaton, Illinois.



Daniel J. Cronin, Chairman
DuPage County Board

ATTEST:



Gary A. King, County Clerk

Ayes: 14
Nays: 1
Absent: 3



CITY OF ELMHURST

209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759
(630) 530-3000
www.elmhurst.org

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

May 14, 2012

TO: Mayor DiCianni and Members of the City Council

RE: **2012 Fire Hydrant Materials Purchase**

The Public Works and Buildings Committee met on Monday, April 23, 2012 to discuss bids received for Fire Hydrant Materials. Invitations to bid on this project were sent to several area vendors and advertised in local newspapers. Four (4) bids were received and Mid-American Water, Inc. of Aurora, IL was the low bidder based on the total of various size fire hydrants.

Four bids were received and a bid tabulation is attached for reference.

The invitation to bid requested pricing on various size fire hydrants for use by City Water/Wastewater crews. The division expects to order approximately 34 fire hydrants this project year to accommodate replacements in street paving areas and other selected target sites. The hydrants are being replaced due to poor operation, obsolescence, or vehicular accidents.

Mid-American Water, Inc. has previously supplied fire hydrants and other materials to the City in a timely and satisfactory manner.

Funds in the amount of \$85,000 have been provided in the 2012/2013 budget, Municipal Utility Fund, for the purchase of fire hydrant materials under account number 510-6052-501-40-23.

**cc: P.W. and
Bldg. Comm.**

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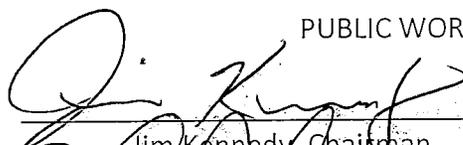
TO: Mayor DiCianni and Members of the City Council

RE: **2012 Fire Hydrant Materials Purchase**

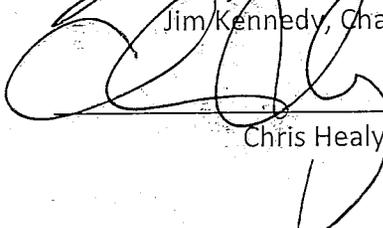
It is, therefore, the recommendation of the Public Works and Buildings Committee that the bid submitted by Mid-American Water, Inc. totaling the amount of \$ 84,612.00, be accepted and that the City Attorney be directed to prepare the appropriate resolutions.

Respectfully submitted,

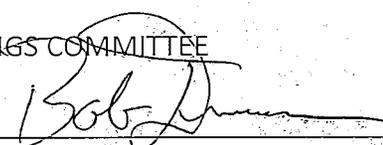
PUBLIC WORKS AND BUILDINGS COMMITTEE



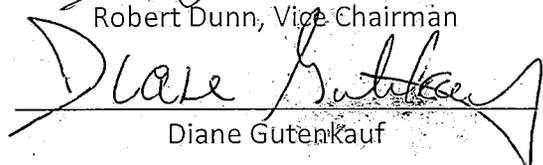
Jim Kennedy, Chairman



Chris Healy



Robert Dunn, Vice Chairman



Diane Gutenkauf

CITY OF ELMHURST

2012 FIRE HYDRANT MATERIALS - PROJECT NO. 12-22

BID TABULATION - Bids opened April 17th, 2012

VENDOR	FIRE HYDRANT W/VALVE		ESTIMATED QUANTITY	EXTENDED PRICE
	SIZE	UNIT PRICE	EACH	
Mid American Water Aurora, IL	5	\$2,436.00	2	\$4,872.00
	5.5	\$2,466.00	20	\$49,320.00
	6	\$2,534.00	10	\$25,340.00
	6.5	\$2,540.00	2	\$5,080.00
				\$84,612.00
H D Supply Waterworks, LTD Carol Stream, IL	5	\$2,441.00	2	\$4,882.00
	5.5	\$2,483.00	20	\$49,660.00
	6	\$2,524.00	10	\$25,240.00
	6.5	\$2,565.00	2	\$5,130.00
				\$84,912.00
Water Products Co. Aurora, IL	5	\$2,464.00	2	\$4,928.00
	5.5	\$2,505.00	20	\$50,100.00
	6	\$2,549.00	10	\$25,490.00
	6.5	\$2,592.00	2	\$5,184.00
				\$85,702.00
Ziebel Water Service Elk Grove, IL	5	\$2,480.00	2	\$4,960.00
	5.5	\$2,522.90	20	\$50,458.00
	6	\$2,565.20	10	\$25,652.00
	6.5	\$2,580.00	2	\$5,160.00
				\$86,230.00



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May 14, 2012

TO: Mayor DiCianni and Members of the City Council

RE: **135 Addison Building Demolition**

The Public Works and Buildings Committee met on Monday, May 14, 2012 to review bids received for the 135 Addison Building Demolition with asbestos abatement and an alternate bid option to include selective deconstruction. The bids are summarized on Attachment "A".

The work consists of the removal of a two story building at 135 North Addison Avenue. This work also includes the cost for abatement of asbestos found on the site. An alternate bid consisting of a "greener" demolition with selective deconstruction (a process whereby select items are disassembled for reuse as opposed to demolished for recycling) was requested. Standard demolition includes the separation and recycling of materials according to the Clean Construction and Demolition Debris (CCDD) regulations. A total of 24 contractors picked up proposals with 9 bidding on the demolition with asbestos abatement and 3 of those also bidding on the demolition with selective deconstruction and with asbestos abatement.

The lowest responsible bidder was D.M.D. Services of Northlake. D.M.D. Services met all City requirements within the bid documents issued for bidding. D.M.D. Services' bid was in the amount of \$134,414.00 for demolition with asbestos abatement. The lowest bid for the alternate demolition with selective deconstruction and with asbestos abatement was \$230,800.00. D.M.D. Services has completed similar work for the City of Chicago (including demolition in the downtown area), the City of Elmhurst, the Village of Franklin Park, the Village of Addison, and other government agencies in a satisfactory manner.

Monies for this project have been provided in the FY 2012/13 Budget in account number 530-00881-503-80-19 in the amount of \$11,000,000.

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cc: P.W. and
Bldg. Comm.

5-10-12

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TO: Mayor DiCianni and Members of the City Council
RE: **135 Addison Building Demolition**

It is, therefore, the recommendation of the Public Works and Buildings Committee that the bid from D.M.D. Services in the amount of \$134,414.00 for the demolition of 135 Addison be accepted, and the City attorney be authorized to draft a resolution for approving a contract with D.M.D. Services.

Respectfully submitted,

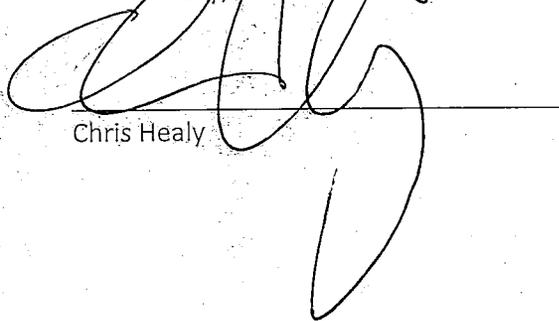
PUBLIC WORKS AND BUILDINGS COMMITTEE



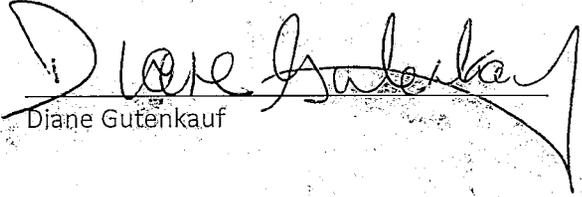
Jim Kennedy, Chairman



Robert Dunn, Vice Chairman



Chris Healy



Diane Gutenkauf

ATTACHMENT "A"

DEMOLITION with ASBESTOS ABATEMENT

<u>Contractor</u>	<u>Total Price</u>
D.M.D. Services Northlake, IL 60164	\$134,414.00
Alpine Demolition Services Batavia, IL 60510	\$209,000.00
Dore & Associates Contracting, Inc. Bay City, MI 48706	\$211,120.00
Impactor P & P Inc. Algonquin, IL 60102	\$212,800.00
American Demolition Corp. Elgin, IL 60120	\$222,415.00
Omega Demolition Corp. Elgin, IL 60120-7301	\$257,220.00
Brandenburg Elmhurst, IL 60126	\$259,450.00
N. F. Demolition Inc. Lemont, IL 60439	\$297,118.00
McDonagh Demolition Inc. Chicago, IL 60622	\$423,950.00

ATTACHMENT "A" cont.

ALTERNATE BID

DEMOLITION with SELECTIVE DECONSTRUCTION and with ASBESTOS ABATEMENT

<u>Contractor</u>	<u>Total Price</u>
Impactor P. & P. Inc. Algonquin, IL 60102	\$230,800.00
Dore & Assoc. Cont. Bay City, MI 48706	\$262,400.00
American Demolition Corp. Elgin, IL 60120	\$478,485.00



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CITY MANAGER

May 14, 2012

TO: Mayor DiCianni and Members of the City Council

RE: **Construction Engineering Services for York Street Resurfacing Project - Proposal**

The Public Works and Building Committee met on Monday, May 14, 2012 to discuss a proposal received from TranSystems Corporation for professional engineering services for construction of a Local Agency Pavement Preservation (LAPP) project along York Street from Vallette Street to South Robert Palmer Drive.

The improvements include removal and replacement of deteriorated sections of curb and gutter, pavement and sidewalks. The final pavement construction will include a three inch (3") grind of the existing concrete and a 3" overlay with asphalt.

TranSystems assisted the City in the preparation of the Federal Surface Transportation Program (STP) funding application. This project received \$450,000 in Federal STP funding for construction through the DuPage Mayors and Managers Conference (DMMC). The construction cost estimate for the total project cost is \$710,000. Engineering is not eligible for STP funding.

TranSystems assisted the City in the preparation of Phase I preliminary engineering and Phase II design engineering in accordance with Illinois Department of Transportation requirements for LAPP projects. The Phase III construction engineering services include construction observation, inspection assistance, construction layout, project coordination, material testing, final construction documents and as-built drawings in accordance with Federal STP funding requirements. This project will be bid through the Illinois Department of Transportation on June 15, 2012. Construction is anticipated to begin in Fall of 2012.

TranSystems has proposed to do this work on a cost plus fixed fee basis with a total cost not to exceed \$78,466.83. See attached proposal for consultant services and fees. These rates are consistent with fees for professional services on similar projects. TranSystems has completed similar work for the City in the past on numerous City projects in a satisfactory and professional manner. Monies for this project have been provided in the FY 2012/13 Budget, Account Number 110-6041-432-80-15, in the amount of \$90,000.

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Bldg. Comm.

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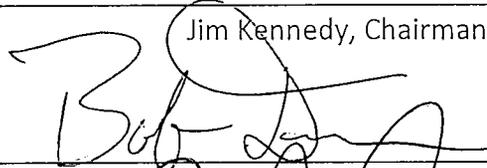
TO: Mayor DiCianni and Members of the City Council

RE: Construction Engineering Services for York Street Resurfacing Project - Proposal

It is, therefore, the recommendation of the Public Works and Building Committee that the Construction Engineering Services Proposal from TranSystems Corporation for the York Street LAPP Improvements in the amount not to exceed \$78,466.83, be accepted, and that the City attorney be authorized to prepare a resolution approving a contract with TranSystems Corporation.

Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE


Jim Kennedy, Chairman


Bob Dunn, Vice Chairman


Chris Healy


Diane Gutenkauf

Local Agency	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	Consultant
City of Elmhurst		C Transystems
County Dupage		Address 1475 E. Woodfield Rd, Suite 600
Section 12-00180-00-RS		City Schaumburg
Project No. M-9003(984)		State IL
Job No. C-91-325-12		Zip Code 60173-5440
Contact Name/Phone/E-mail Address Cori Tiberi 630-530-3777 cori.tiberi@elmhurst.org	CONTACT Shelley Costello, PE , 846-871-3185 sscostello@transystems.com	

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor In Responsible Charge	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT A full time LA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name York Street Route FAU 2678 Length 4278 FT Structure No. NA

Termini Vallette Street to S Robert Palmer Drive

Description: Resurfacing York St. from 80' north of CL of South Street to just north of Robert Palmer Drive. Also Prairie Path Crossing Safety Improvements along York Street beginning at Sta. 97+19, extending northerly for 143 feet.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
 - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - c. For soils, to obtain samples and perform testing as noted below.
 - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
 - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
 - g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
 - h. Geometric control including all construction staking and construction layouts.
 - i. Quality control of the construction work In progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - j. Measurement and computation of pay items.
 - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
 - m. Revision of contract drawings to reflect as built conditions.
 - n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
 10. The undersigned certifies neither the ENGINEER nor I have:
 - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
 - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
 12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LA AGREES,

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee
Formulas

- $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$, or
- $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor
 FF=Fixed Fee
 SBO = Services by Others

Total Compensation = $DL + IHDC + OH + FF + SBO$

Specific Rate (Pay per element)

Lump Sum _____

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

III. It is Mutually Agreed,

- 1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
- 2. That all services are to be furnished as required by construction progress and as determined by the LA employee in Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
- 3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
- 4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
- 5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- 6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor'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 such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (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) the grantee's or contractor'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 an employee for drug violations.
 - (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above 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 convicted, as required by section S of the Drug Free Workplace Act.
 - (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 the Drug Free Workplace Act.
9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
TranSystems	43-0839725	\$69,588.87
Sub-Consultants:	TIN Number	Agreement Amount
Interra, Inc. (formerly Great Lakes Soil and Environmental Consultants)	36-4045796	\$8,877.96
Sub-Consultant Total:		\$8,877.96
Prime Consultant Total:		\$69,588.87
Total for all Work:		\$78,466.83

Executed by the LA:

City of Elmhurst

 (Municipality/Township/County)

ATTEST:

By: _____
 City _____ Clerk

By: _____
 Title: Mayor

(SEAL)

Executed by the ENGINEER:

TranSystems Corporation

ATTEST:

By: *Melissa Costello*
 Title: Project Manager

By: *Yvonne Bright*
 Title: Vice President

Exhibit A - Construction Engineering

Route: FAU 2678 (York Road)
 Local: Elmhurst, IL/Dupage County
 (Municipality/Township/County)
 Section: 12-000180-00-00-RS
 Project: M-9003(984)
 Job No.: C-91-325-12

*Firm's **approved rates** on file with
 Bureau of Accounting and Auditing:

Overhead Rate (OH) 151.34 %
 Complexity Factor (R) 0.00
 Calendar Days _____

Cost Plus Fixed Fee Methods of Compensation:

- Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Fixed Fee 2 14.5%[(2.3 + R)DL + IHDC]
 Specific Rate
 Lump Sum

Cost Estimate of Consultant's Services in Dollars									
Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
See Attached Exhibit A									
Totals		0.00							

Project Schedule

CONSULTANT: TranSystems
 ROUTE: FAU 2678 (York Rd)
 PROJECT: M-9003 (984)
 SECTION: 12-00180-00-00-RS
 COUNTY: DuPage
 JOB NO.: C-91-325-12

DATE May 2, 2012

MONTH	Jul-12	Aug-12	Sep-12	Oct-12			TOTAL
ESTIMATED CONTRACTOR'S SCHEDULE							
NO. OF WEEK DAYS	1	23	19	10			53
NO. OF IDOT WORKING DAYS	0	17	16	7			40
NO. OF WEEKEND DAYS	0	0	0	0			0
TOTAL DAYS	1	23	19	20			63
TOTAL HOURS	8	207	171	180	0	0	566
TASK (HOURS PER TASK)	6	207	171	180			
PRECONSTRUCTION							
Contract Documents Review	0						0
Project Site Inspection	0						0
Meeting	4						4
Job Setup	0						0
CONSTRUCTION							
Shop drawing review	0	0					0
Construction Layout	0	0	0	0	0	0	0
Construction Inspection	0	162	132	64	0	0	358
Traffic Control	1	11	10	10	0	0	32
Daily Documentation	1	23	19	10	0	0	53
Pay Estimates	0	6	5	4	0	0	15
Weekly Documentation	0	5	5	4	0	0	14
Other Agency Coordination	0	0	0	0	0	0	0
Contractor Coordination	0	0	0	0	0	0	0
Utility Coordination	0	0	0	0	0	0	0
QC/QA of Materials	0	5	4	2	0	0	11
POST CONSTRUCTION							
Final Documentation				80	0	0	80
Record Drawings				8	0	0	8
ADMINISTRATION AND MANAGEMENT							
Administration/Management	1	2	2	2	0	0	7
Quality Control and Assurance	1	5	4	2	0	0	12
Total Hours	8	219	181	186	0	0	594
Vehicle Days	1	23	19	20	0	0	63

Assumptions
 9 Hour work day
 40 Working Day Contract

Anticipated Schedule
 Letting June 15, 2012
 Contract Execution July 30, 2012
 Begin Construction August 1, 2012
 Project Completion October 12, 2012
 Finalize Documentation October 31, 2012

AVERAGE HOURLY PROJECT RATES

FIRM Transystems
PTB _____
PRIME/SUPPLEMENT Prime

DATE 05/04/12

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Preconstruction meeting			Construction Inspection			Traffic Control			Daily Documentation			Pay Estimates		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal in Charge	70.00	0																	
Project Manager	59.33	12	2.02%	1.20	1	16.67%	9.89												
QC/QA Manager	58.00	12	2.02%	1.17	1	16.67%	9.67												
Resident Engineer	38.11	556	93.60%	35.67	4	66.67%	25.41	358	100.00%	38.11	32	100.00%	38.11	53	100.00%	38.11	15	100.00%	38.11
Construction Inspector	37.00	8	1.35%	0.50				0											
Administrative Assistant	26.64	6	1.01%	0.27															
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TOTALS		594	100%	\$38.81	6	100%	\$44.96	358	100%	\$38.11	32	100%	\$38.11	53	100%	\$38.11	15	100%	\$38.11

In-HOUSE DIRECT COSTS

Interra, Inc.
York Road
12-00180-00-RS

Item Description

				TOTAL
REPRODUCTION & PICTURE ALLOWANCE				
Reproduction	MO @	\$ 50.00 / MO (Billed at Actual Cost)		\$ -
Pictures	MO @	\$ 50.00 / MO (Billed at Actual Cost)		\$ -
Reproduction & Picture Totals:				<u>\$ -</u>
VEHICLE MILEAGE NOT ELIGIBLE FOR PROFIT				
Vehicle Days		\$ 45.00	Day 10	\$ 450.00
Personal Car Usage:	Mileage @	\$ 0.505 / mile		\$ -
Vehicle Totals:				<u>\$ 450.00</u>
COMMUNICATION				
Phone/Radio Combo Units	0 MO @	\$ 70.00 / MO	0 People	\$ -
Radio Only Units	0 MO @	\$ 60.00 / MO	0 People	\$ -
Communication Charge Totals:				<u>\$ -</u>
2011 Rates				
Concrete Coring & Testing				
Includes mobilization, cutting & testing 2 cores for Compressive Strength		\$ -	Day 0	\$ -
LABORATORY TESTING				
Nuclear Density Gauge Compaction		\$ 45.00	Day 3	\$ 135.00
Modified Proctor Tests (AASHTO T180)		\$ 209.00	Each 0	\$ -
Standard Proctor Tests (AASHTO T99)		\$ 204.00	Each 0	\$ -
Organic Content		\$ 124.00	Each 0	\$ -
Gradation (Wash)		\$ 170.00	Each 0	\$ -
PGE Gradation (Wash)		\$ 300.00	Each 0	\$ -
Atterberg Limits		\$ 124.00	Each 0	\$ -
Sieve Analysis with Hydrometer Tests		\$ 187.00	Each 0	\$ -
Concrete				
Compressive Strength of Test Cylinders		\$ 32.00	Each 12	\$ 384.00
Pick up Charge		\$ -	Per trip 0	\$ -
Hot Mixed Asphalt				
HMA Air Voids		\$ 453.00	Each 0	\$ -
Core Density		\$ 74.00	Each 12	\$ 888.00
Extraction/Ignition & Gradation		\$ 283.00	Each 0	\$ -
Gradation of stockpile/belt Aggregates		\$ 170.00	Each 0	\$ -
Laboratory Testing Charge Totals:				<u>\$ 1,407.00</u>
TOTALS:				<u>\$ 1,857.00</u>



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

July 1, 2011

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Mr. Charles J. Stenzel
Transystems Corporation
1475 East Woodfield Road
Suite 600
Schaumburg, IL 60173-

Dear Mr. Stenzel:

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending December 31, 2010. Based on your reported transportation related staff and experience, you have been prequalified in the transportation specialization categories indicated on the attached summary. Your firm's total annual transportation fee capacity will be \$189,600,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 151.34% are approved on a provisional basis. The actual rate used in agreement negotiations may be determined by our Bureau of Budget and Fiscal Management in a pre-award audit.

Your firm is required to report to this office any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. This report must be submitted within 15 calendar days of the change.

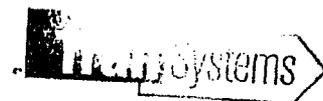
Your firm is prequalified until December 31, 2011. You will be given an additional six months from this date to submit the entire "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Janet L. Pisani".

Janet L. Pisani, P.E.
Acting Section Chief
Preliminary Engineering

RECEIVED



SEFC PREQUALIFICATION

FIRM: TRANSYSTEMS CORPORATION

SOI CODE: TRANSY

DATE: 09/09/11

PLANS, SPECIFICATIONS & ESTIMATES

1. FREEWAYS:	X	11. MOVABLE BRIDGE:	X
2. ROADS AND STREETS:	X	12. STEEL GIRDER BRIDGE:	X
3. AER. PLANNING & SPECIAL SERVICE	X	13. TIED ARCH BRIDGE:	
4. AER. DESIGN:	X	14. SEGMENTAL CONCRETE BOX GIRDER BRIDGE:	
5. AER. CONSTRUCTION INSPECTION:	X	15. CONT/CANT TRUSS BRIDGE:	
6. HIGHWAY STRUCTURE:SIMPLE:	X	16. CABLE STAYED GIRDER BRIDGE:	
7. HIGHWAY STRUCTURE:TYPICAL:	X	17. TRAFFIC SIGNALS:	X
8. HIGHWAY STRUCTURE:ADV TYPICAL:	X	18. LIGHTING:	X
9. HIGHWAY STRUCTURE:COMPLEX:	X	19. PUMPING STATION:	
10. RAILROAD BRIDGE:	X		

S T U D I E S

20. LOCATION DRAINAGE:	X	23. SAFETY STUDIES:	X
21. TRAFFIC STUDIES:	X	24. FEASIBILITY STUDIES:	X
22. SIGNAL COORDINATION & TIMING (SCAT):	X		

HYDRAULIC REPORTS

25. WATERWAYS TYPICAL:	X	27. PUMP STATION:	X
26. WATERWAYS COMPLEX	X		

LOCATION AND DESIGN STUDIES

28. REHABILITATION:	X	30. NEW CONST./MAJ RECONST:	X
29. RECONST./MAJ REHAB:	X		

ENVIRONMENTAL STUDIES & REPORTS

31. E.A.: X		32. E.I.S.: X
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SPECIAL DESIGN STUDIES

33. MASS TRANSIT:	X	34. RAILWAY ENGINEERING:	X
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SPECIAL SERVICES

35. SURVEYING:	X	44. ARCHITECTURE:	
36. AERIAL MAPPING:		45. LANDSCAPE ARCHITECTURE:	X
37. GENERAL GEOTECHNICAL SERVICES:		46. HAZARDOUS WASTE:	
38. COMPLEX GEOTECHNICAL/MAJOR FOUNDATION:		47. ASBESTOS ABATEMENT SURVEY:	
39. SUBSURFACE EXPLORATIONS:		48. CONSTRUCTION INSPECTION:	X
40. STRUCTURE GEOTECHNICAL REPORTS:		49. QA COMPLETE:	
41. ELECTRICAL ENGINEERING:		50. QA HMA & AGGREGATE:	
42. MECHANICAL ENGINEERING:		51. QA PCC & AGGREGATE:	
43. SANITARY ENGINEERING:		52. BITUMINOUS MIX DESIGNS	
		53. SUBSURFACE UTILITY ENGINEERING:	

X PREQUALIFIED

A YOU INDICATED "IN-HOUSE" CAPABILITY IN THESE AREA OF THE "SEFC" BUT WE FOUND NO DETAILED INFORMATION AS REQUESTED ON WHICH TO BASE OUR EVALUATION.

P PENDING FUTHER REVIEW

S PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST

L LOSS OF PREQUALIFICATION



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

May 15, 2012

To: Mayor DiCianni and Members of the City Council

Re: IBM i7 Upgrade

The Finance, Council Affairs and Administrative Services Committee met on May 14, 2012, to review the purchase replacement of the Midrange IBM i5 for the City of Elmhurst.

Historically, the City of Elmhurst utilizes the IBM i5 Midrange platform as the centralized hardware for our Enterprise Resource Planning (ERP) System from SunGard H.T.E. This system is used on a daily basis for general ledger, accounts payable, payroll, utility billing, building permits, occupational licensing and other City business applications. The current system hardware (i5) and operating software (OS 400) is five years old and has exceeded the end of life cycle.

The Information Technology (IT) Department for the City of Elmhurst has received bids from three prospective IBM Value-Added Resellers (VAR). The bid includes an IBM i7 series midrange server rack system, LTO 5 Tape Drive, IBM Software, and a three year hardware and software maintenance contract.

The bids received are as follows:

- | | |
|----------------------|----------|
| • CDWG | \$26,070 |
| • IT Solutions Group | \$29,031 |
| • SPSVAR | \$29,497 |

Staff recommends the quote from CDWG for \$26,070. The Finance Committee concurs with the staff recommendation. These items are budgeted in the amount of \$35,000 in the fiscal 2012/2013 Information Technology budget in account #110-2008-413-80-03.

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Elected Officials
05/17/2012

Page 2

May 15, 2012

To: Mayor DiCianni and Members of the City Council

Re: IBM i7 Upgrade

It is, therefore the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council approve the purchase of an IBM i7 series midrange server, operating software, tape drive and three year maintenance contract from CDWG in the amount of \$26,070.

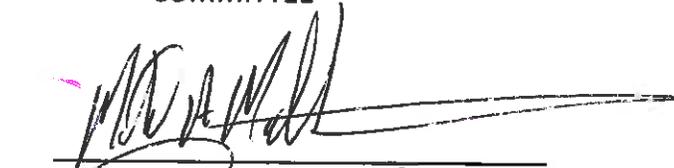
Respectfully submitted,
FINANCE, COUNCIL AFFAIRS AND
ADMINISTRATIVE SERVICES
COMMITTEE



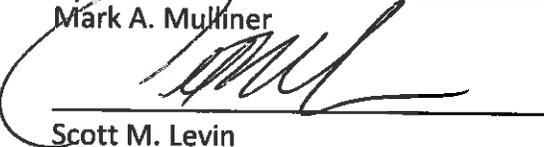
Stephen W. Hipkind, Chairman



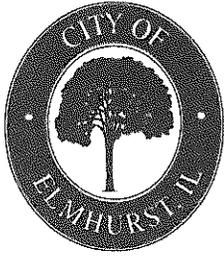
Kevin L. York, Vice Chairman



Mark A. Mulliner



Scott M. Levin



CITY OF ELMHURST

209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759

(630) 530-3000
www.elmhurst.org

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

May 15, 2012

TO: Mayor DiCianni and Members of the City Council

RE: Strategic Plan for Economic Development

The Development, Planning and Zoning Committee met on April 23 and May 14, 2012 to discuss a referral from City Council regarding the expansion of membership of the Economic Development Commission (EDC) by three (3) members, from twelve (12) members to fifteen (15) members.

The Committee noted that the Strategic Plan for Economic Development, which was approved by City Council on June 21, 2010, recommends the expansion of EDC membership to enhance the Commissions productivity, diversity in commissioner representation, and to allow for increased business retention activities.

The referral requested that the membership of the EDC be increased by three (3) members; the Committee agrees with this request noting that there is a lot of time involved in scheduling appointments, attending retention meetings and debriefing the EDC Commission following the retention meeting. Additional membership will ensure that the businesses have someone who will listen to their concerns and relay that information to City Officials.

The EDC Commission will, therefore, consist of fifteen (15) members and two (2) ex-officio members, one from the DPZ Committee and the City Manager or his designee. The additional three members will be appointed by consensus of the EDC Commission, with approval of City Council. The initial appointment of the three EDC appointed commissioners will be as follows: One for a term ending April 30, 2013; one for a term ending April 30, 2014; and one for a term ending April 30, 2015. Thereafter all terms shall be 3 year terms commencing at the end of the existing terms.

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Elected Officials
05/17/2012

Therefore, it is the recommendation of the Development, Planning and Zoning Committee that the City Council authorize three (3) additional members to be added to the Economic Development Commission for a total of fifteen (15) members, twelve (12) of whom are appointed by the Mayor, and three (3) of whom are appointed by consensus of the EDC Commission, all of whom approved by City Council. The City Attorney is hereby directed to prepare the necessary documents to authorize the requested increases in EDC membership stated herein.

Respectfully submitted,
DEVELOPMENT, PLANNING AND ZONING COMMITTEE



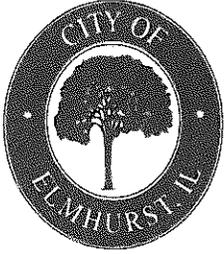
Steven Morley, Chair



Dannee Polomsky, Vice-Chair



Norman Leader, Ald. 2nd Ward



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JAMES A. GRABOWSKI
CITY MANAGER

May 15, 2012

TO: Mayor DiCianni and Members of City Council

RE: Case Number 12 P-03/ Immaculate Conception Church Amended Conditional Use
Request for an Amended Conditional Use Permit and Associated Variations for the purpose of replacing a manual reader board sign with an electronic reader board sign on property commonly known as Immaculate Conception Church, 130 W. Arthur Street (PIN 06-02-409-025)

The Development, Planning and Zoning Committee met on May 14, 2012 to review the Zoning & Planning Commission report dated May 3, 2012 recommending approval of the subject request. The Committee also reviewed the Applicant's submittal documents and the transcripts of the public hearing.

The Committee notes that the proposed sign will have an electronic reader board replacing an existing sign with manual reader board. The proposed new sign will be in the same location as the existing sign and will be 1.5 feet higher than the existing sign for a total height of 6.5 feet. The proposed new sign will have lower levels of illumination than the existing sign.

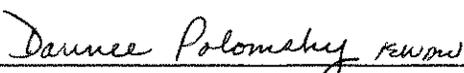
The Development, Planning and Zoning Committee agrees with the findings of the Zoning & Planning Commission that the Applicant has provided sufficient evidence to support the approval of this request and has met the Standards for Conditional Use and the Standards for Variations.

Therefore, the Development, Planning and Zoning Committee recommends that the City Council approve the Applicant's request for Amended Conditional Use and Associated Variations. The City Attorney is hereby directed to prepare the necessary documents for City Council approval.

Respectfully submitted,
DEVELOPMENT PLANNING AND ZONING COMMITTEE



Steven Morley, Chair



Dannee Polomsky, Vice-Chair



Norman Leader, Ald. 2nd Ward

Copies To All
Elected Officials
05/17/2012

O-22-2012

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

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

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

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

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

Vehicle	VIN Number
1999 Chevrolet Tahoe 4 dr. 4x4, green	1GNEK13R3XJ520785
1999 Honda Civic 4 dr., blue	1HGEJ6672XL040875
2002 Ford Explorer 4 dr., red	1FMDU72E52UA60662
2002 Dodge Ram 1500 Pick-up 4x4, silver	1D7HA18Z22S583886
1994 Nissan Altima 4 dr., red	1N4BU31D0RC187449

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

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

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

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

Approved this _____ day of _____, 2012.

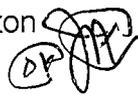
Peter P. DiCianni III, Mayor

Passed this _____ day of _____, 2012.

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

Memo

To: Jim Grabowski
From: Evidence Custodian R. Miklas #89
CC: Deputy Chief Kveton 
Date: 5/9/2012
Re: Seizure Vehicle

Sir,

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

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

1. 1999 Chevrolet Tahoe 4-dr 4x4 green, mileage 172,253
VIN 1GNEK13R3XJ520785
Case No. 11-039990 / 11 MR 1634
2. 1999 Honda Civic 4-dr blue, mileage 199,309
VIN 1HGEJ6672XL040875
Case No. 11-047786 / 12 MR 20
3. 2002 Ford Explorer 4-dr red, mileage 148,383
VIN 1FMDU72E52UA60662
Case No. 12-008585 / 12 MR 419
4. 2002 Dodge Ram 1500 Pick-Up 4x4 silver, mileage 137,816
VIN 1D7HA18Z22S583886
Case No. 12-003437 / 12 MR 194
5. 1994 Nissan Altima 4-dr red, mileage 127,608
VIN 1N4BU31D0RC187449
Case No. 11-042810 / 11 MR 1683

STATE OF ILLINOIS

UNITED STATES OF AMERICA

COUNTY OF DU PAGE

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

PEOPLE OF THE STATE OF ILLINOIS

CASE NUMBER

11 MR 1634

-VS-

1999 CHEVROLET

DEFENDANT(S)

FILED 12 MAR 27 PM 3:58
Chris Kachiroubas
CLERK OF THE 18TH JUDICIAL CIRCUIT
DU PAGE COUNTY, ILLINOIS

AWARD ORDER

File Stamp Here

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

Forfeiture Hearing (720 ILCS 5/36-2)

Agreed Order of the Parties

Entry of Judgment on Default

Other _____

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

1 G N E K 1 3 R 3 X J 5 2 0 7 8 5
(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17)

1. Vehicle is awarded to ELMHURST POLICE (11-39990)
in accordance with 720 ILCS 5/36-2. SO 11-46908

2. The Illinois Secretary of State is directed to:

a. Indicate that all right, title and interest in the listed vehicle is terminated immediately against the parties listed on the official title records of the Secretary of State.

b. Accept the application for a Certificate of Title by ELMHURST POLICE

Other Terms or Conditions for Release: _____

Case Closed Strike future Court date: _____

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

ENTER: _____

DATE: 3-27-2012

Electronically Certified
I, Chris Kachiroubas, Clerk of the 18th Judicial Circuit Court, DuPage County, Illinois, do hereby certify the above to be correct.
Date 09-May-2012
Chris Kachiroubas
CHRIS KACHIROUBAS, Clerk
by DEWEY HARTMAN
Dewey Clerk
This order is the command of the Circuit Court and violation thereof is subject to the penalty of the law. 4598540

STATE OF ILLINOIS

UNITED STATES OF AMERICA

COUNTY OF DU PAGE

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

PEOPLE OF THE STATE OF ILLINOIS

CASE NUMBER

12 MR 20

-VS-

1999 HONDA

DEFENDANT(S)

CASE CLOSED

JUDGE'S INIT. *lms*

FILED
12 MAY - 1 PM 1:26
Chris Kachirobas
CLERK OF THE
18TH JUDICIAL CIRCUIT
DU PAGE COUNTY, ILLINOIS

File Stamp Here

AWARD ORDER

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

Forfeiture Hearing (720 ILCS 5/36-2)

Agreed Order of the Parties

Entry of Judgment on Default

Other _____

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

1 H G E J 6 6 7 2 X L 0 4 0 8 7 5
(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17)

1. Vehicle is awarded to Elmhurst Police (11-47786) in accordance with 720 ILCS 5/36-2. SO 12-736

2. The Illinois Secretary of State is directed to:

a. Indicate that all right, title and interest in the listed vehicle is terminated immediately against the parties listed on the official title records of the Secretary of State.

b. Accept the application for a Certificate of Title by Elmhurst Police

Other Terms or Conditions for Release: _____

Case Closed Strike future Court date: _____

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

ENTER: [Signature]
DATE: 5/17/2012
By DEWEY HARTMAN Deputy Clerk

Electronically Certified
I, Chris. Kachirobas, Clerk of the 18th Judicial Circuit Court, DuPage County, Illinois, do hereby certify the above to be correct.
Date 09-May-2012
Chris Kachirobas
CHRIS KACHIROBAS, Clerk
This order is the command of the Circuit Court and violation thereof is subject to the penalty of the law. 4598537

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

PEOPLE OF THE STATE OF ILLINOIS

CASE NUMBER

12 MR 419

FILED
2012 MAY -2 PM 3: 58
18th JUDICIAL CIRCUIT
DU PAGE COUNTY, ILLINOIS
File Stamp Here

-vs-

2002 FORD

DEFENDANT(S)

AWARD ORDER

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

Forfeiture Hearing (720 ILCS 5/36-2)

Agreed Order of the Parties

Entry of Judgment on Default
ALEXANDRE VALENTS

Other _____

IT IS HEREBY ORDERED: The listed vehicle, a 2002 FORD
(Year) (Make)

1 F M D U 7 2 E 5 2 U A 6 0 6 6 2
(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17)

1. Vehicle is awarded to ELMHURST POLICE (12-8585)
in accordance with 720 ILCS 5/36-2.
SO 12-11432

2. The Illinois Secretary of State is directed to:

a. Indicate that all right, title and interest in the listed vehicle is terminated immediately against the parties listed on the official title records of the Secretary of State.

b. Accept the application for a Certificate of Title by ELMHURST POLICE

Other Terms or Conditions for Release: _____

Case Closed Strike future Court date: _____

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

ENTER: _____

DATE: _____

Electronically Certified
I, Chris. Kachroubas, Clerk of the 18th Judicial Circuit Court, DuPage County, Illinois, do hereby certify the above to be correct.
Date 09-May-2012
Chris Kachroubas
CHRIS KACHIROUBAS, Clerk
By DEWEY HARTMAN
Deputy Clerk
5/2/2012
This order is the command of the Circuit Court and violation thereof, is subject to the penalty of the law. 4598533

95
1998
THE
CLERK
OF
THE
18TH
JUDICIAL
CIRCUIT
DU
PAGE
COUNTY
ILLINOIS

AWARD ORDER

#17 (2007)

New (12/04)

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

PEOPLE OF THE STATE OF ILLINOIS

CASE NUMBER

12 MR 194

-VS-
2002 DODGE

DEFENDANT(S)

CASE CLOSED
JUDGE'S INIT. *lms*

FILED
12 MAY -1 PM 1:26
Chris Kachirobas
CLERK OF THE
18TH JUDICIAL CIRCUIT
DU PAGE COUNTY, ILLINOIS
File Stamp Here

AWARD ORDER

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

UNCONTESTED
Forfeiture Hearing (720 ILCS 5/36-2)

Agreed Order of the Parties

Entry of Judgment on Default

Other _____

IT IS HEREBY ORDERED: The listed vehicle, a 2002 DODGE
(Year) (Make)

1 D 7 H A 1 8 Z 2 Z S 5 8 3 8 8 6
(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17)

1. Vehicle is awarded to ELMHURST POLICE (12-3437)
in accordance with 720 ILCS 5/36-2.

2. The Illinois Secretary of State is directed to:

a. Indicate that all right, title and interest in the listed vehicle is terminated immediately against the parties listed on the official title records of the Secretary of State.

b. Accept the application for a Certificate of Title by ELMHURST POLICE

Other Terms or Conditions for Release: _____

Case Closed Strike future Court date: _____

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

ENTER: _____

DATE: 5/11/2007
DEBBY HARTMAN
Deputy Clerk

Electronically Certified
Chris Kachirobas, Clerk of the 18th Judicial Circuit Court,
DuPage County, Illinois, do hereby certify the above to be correct.
Date 09-May-2012
Chris Kachirobas
CHRIS KACHIROBAS, Clerk
Debbi Hartman
Deputy Clerk
This order is the command of the Circuit Court and violation thereof is
subject to the penalty of the law. 4598535

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AWARD ORDER

#9 (2005)

New (12/04)

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

PEOPLE OF THE STATE OF ILLINOIS

-VS-

1994 NISSAN

DEFENDANT(S)

CASE NUMBER

11 MR 1683

CASE CLOSED
JUDGE'S INIT

FILED
12 APR 24 AM 11:36
Chris Kachiroubas
CLERK OF THE
DU PAGE COUNTY, ILLINOIS
File Stamp Here

AWARD ORDER

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

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

IT IS HEREBY ORDERED: The listed vehicle, a 1994 NISSAN
(Year) (Make)

1 N 4 B U 3 1 D A R C 1 8 7 4 4 9
(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17)

1. Vehicle is awarded to ELMHURST POLICE. (11-42810)
in accordance with 720 ILCS 5/36-2. 11-47336
 2. The Illinois Secretary of State is directed to:
 - a. Indicate that all right, title and interest in the listed vehicle is terminated immediately against the parties listed on the official title records of the Secretary of State.
 - b. Accept the application for a Certificate of Title by ELMHURST POLICE.
- Other Terms or Conditions for Release: _____

Case Closed Strike future Court date: _____

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

ENTER: _____
DATE: _____
By DEWEY HARTMAN
Clerk

Electronically Certified

I, Chris Kachiroubas, Clerk of the 18th Judicial Circuit Court, DuPage County, Illinois, do hereby certify the above to be correct.

Date 09-May-2012

Chris Kachiroubas
CHRIS KACHIROUBAS, Clerk

This order is the command of the Circuit Court and violation thereof is subject to the penalty of the law. 4593541

COUNCIL ACTION SUMMARY

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

ORIGINATOR: James A. Grabowski, City Manager

DESCRIPTION OF SUBJECT MATTER:

The City of Elmhurst has been provided the following, a 1999 Chevrolet Tahoe 4 dr. green VIN#1GNEK13R3XJ520785, a 1999 Honda Civic 4 dr. blue VIN#1HGEJ6672XL040875, a 2002 Ford Explorer 4 dr. red VIN#1FMDU72E52UA60662, a 2002 Dodge Ram 1500 Pick-up 4x4 silver VIN#1D7HA18Z22S583886 and a 1994 Nissan Altima 4 dr. red Vin#1N4BU31DORC187449. These vehicles were seized from the drivers under Article 36 Forfeiture for driving offenses. These vehicles serve no police or City purpose and should be declared surplus and auctioned by electronic means or disposed of, and the attached ordinance allows that process to be implemented.

O- 24-2012

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

WHEREAS, Elmhurst City Centre, Inc. (“Licensee”) seeks to utilize property commonly known as the Municipal Parking Lot located south of Second Street on the west side of Addison Road and parts of the municipal rights-of-way commonly known as Addison Road, First Street, and York Road (the “Property”) for its annual 2012 Cool Cars Under the Stars events (the “Events”) as described in the Non-Exclusive License Agreement attached hereto as Exhibit A (the “Agreement”); and

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

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

1. That the Non-Exclusive License Agreement, in a form substantially similar to the document attached hereto and made a part hereof as Exhibit A, is approved, and the execution thereof by the Mayor and City Clerk is hereby ratified.

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

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

ADOPTED this ____ day of May, 2012, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of May, 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 May, 2012.

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

EXHIBIT A

NON-EXCLUSIVE LICENSE AGREEMENT

Non-Exclusive License Agreement

This License Agreement ("License") is made and entered into on this ____ day of _____, 2012 by and between the City of Elmhurst, Illinois, an Illinois municipal corporation (herein referred to as "Licensor") and Elmhurst City Centre, an Illinois not-for-profit corporation (herein referred to as "Licensee").

Licensee desires to enter onto the property commonly known as the Municipal Parking Lot located south of Second Street on the west side of Addison Road and parts of the municipal rights-of-way commonly known as Addison Road, First Street, and York Road as indicated on the map attached hereto as Exhibit A, (the "Property"), for the purpose of utilizing the Property for its 2012 Cool Cars Under the Stars events (the "Events"), and the Licensor is willing to grant Licensee a temporary non-exclusive license to do so, of the terms and conditions set forth below. Said terms and conditions are mutually found to constitute good and sufficient consideration for the grant of the temporary non-exclusive license contemplated herein.

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

(1) TERM. The term of this License shall be eleven (11) days, specifically each Wednesday, from June 6, 2012 to August 22, 2012 between the hours of 4:00 PM and 8:30 PM, excluding July 4, 2012 (the "License Term").

(2) RESTRICTION ON USE. Licensee and Users shall only use the Property for the purposes of the Events. Licensee and Users shall not store or permit any storage of any materials or items on the Property except in relation to the purposes of the event. Licensee and Users shall only use the Property between the hours of 4:00 PM and 8:30 PM on the dates specified above. The Licensee shall not alter the Property in any fashion without the written consent of the Licensor. The Licensee's use of the Property shall not be exclusive and shall not interfere with the Licensor's use of or access to the Property.

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

the Events and shall confer with said departments to ensure safety and compliance with all City Ordinances.

(3) **CONDITION; MAINTENANCE; REPAIR.** Licensee accepts the Property in its current condition and Licensor makes no representations concerning the condition of the Property. Licensor has no duty or obligation to maintain or repair the Property during the License Term. Any maintenance or repairs made to the Property by the Licensee shall be made at the sole expense of the Licensee and the Licensee shall have no right to recover any amounts for said maintenance or repairs from the Licensor. Further, Licensor shall not be liable to Licensee or Users for any damage or injury to any of them or their property occasioned by the failure of the Licensor to keep the Property maintained and in repair. Except as approved by the Licensor, Licensee and Users shall not attach, affix or exhibit or permit to be attached, affixed or exhibited any articles of permanent or semi-permanent character or any sign, attached or detached, with any writing, printing of symbols thereof, on or about the Property, or upon any appurtenances thereto.

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

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

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

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

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

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

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

LICENSOR

City of Elmhurst, an Illinois municipal corporation

By: _____
Peter P. DiCianni III, Mayor

Attest: _____
Patty Spencer, City Clerk

LICENSEE

Elmhurst City Centre, Inc.

By: _____
Thomas J. Paravola, Executive Director

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

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

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

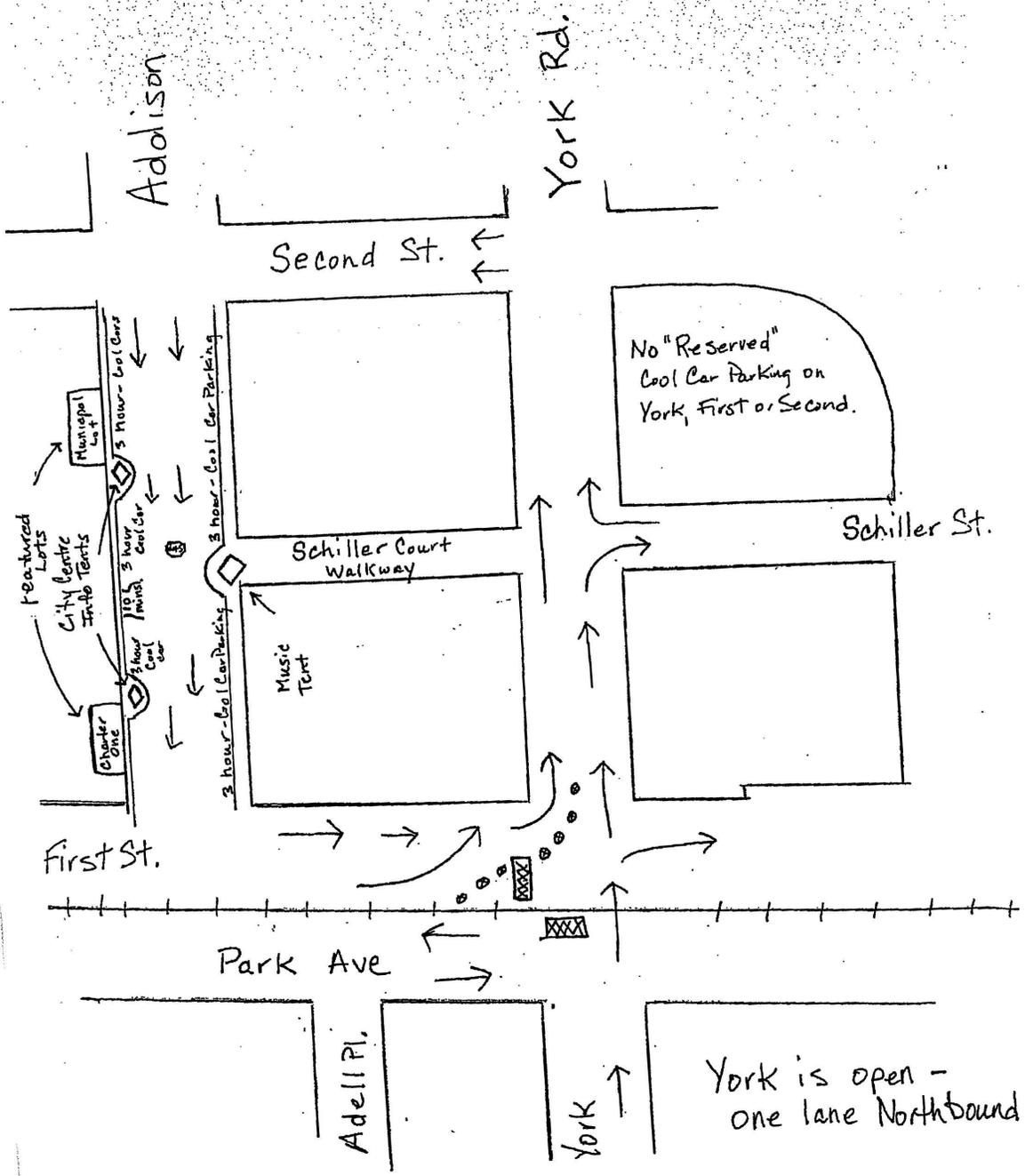
On this ____ day of _____, 2012, before me, a Notary Public in and for said State, personally appeared, _____, to me personally known, who being by me duly sworn did say that the executed the said instrument as his voluntary act and deed for the purposes set forth herein.

Notary Public

My Commission Expires: _____

Exhibit A

Cool Cars Under the Stars - 2012 Map



COUNCIL ACTION SUMMARY

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

ORIGINATOR: Public Affairs and Safety Committee, City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendations of the City of Elmhurst Public Affairs and Safety Committee, attached for Council consideration is an ordinance granting approval and authorization to execute the Non-Exclusive License Agreement (the "Agreement") by and between Elmhurst City Centre and the City of Elmhurst. The Agreement grants Elmhurst City Centre a temporary non-exclusive license to use public property for its 2012 Cool Cars Under the Stars Events. The Agreement has been reviewed by the City Manager and the City Attorney, and the terms of the Agreement meet the City's requirements and standards for insurance and indemnification that have been applied to applicants for similar licensing in the past.

O-25-2012

**AN ORDINANCE APPROVING THE TWENTY-FIRST AMENDMENT TO
REAL ESTATE PURCHASE CONTRACT FOR THE PURCHASE OF THE REAL PROPERTY
COMMONLY KNOWN AS 260 NORTH YORK STREET, ELMHURST ILLINOIS ("PAULI")**

WHEREAS, the City of Elmhurst ("City"), as assignee and successor in interest to Morningside Equities Group, Inc. ("Morningside") is the purchaser ("Purchaser") of that certain Real Estate Purchase Contract, dated March 14, 2007, as amended (the "Contract"), providing, among other things, for the purchase of certain real property commonly known as 260 North York Street, Elmhurst, Illinois 60126 (the "Premises"); and

WHEREAS, the City desires to enter into the Twenty-First Amendment to the Contract ("Twenty-First Amendment"), extending the contingency Investigation Period, as defined under the Contract, from May 31, 2012 to and until no later than July 15, 2012, all as set forth in the Twenty-First Amendment, a copy of which is attached hereto as Exhibit A and made a part hereof.

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

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

SECTION 2. The Twenty-First Amendment to the Contract, pursuant to Exhibit A hereto, regarding the Premises is approved.

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

SECTION 4. The corporate authorities of the City hereby approve the Twenty-First Amendment and 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, the Twenty-First Amendment, in substantially the form attached hereto as Exhibit A, with such changes therein as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same, subject to review and approval of such agreement by the City Manager and City Attorney.

SECTION 5. The officials, officers, employees and agents of the City are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this Ordinance and the Twenty-First Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ADOPTED this ____ day of _____, 2012, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2012.

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

ATTESTED and filed in my office,
this ____ day of _____, 2012.

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

EXHIBIT A

TWENTY-FIRST AMENDMENT

TWENTY-FIRST AMENDMENT TO REAL ESTATE PURCHASE CONTRACT

THIS TWENTY-FIRST AMENDMENT TO REAL ESTATE PURCHASE CONTRACT (this "Amendment") is dated as of May 25, 2012 by and between the CITY OF ELMHURST, an Illinois municipal corporation ("Purchaser"), as successor in interest to and assignee of MORNINGSIDE EQUITIES GROUP, INC. and PAULI FAMILY PARTNERSHIP ("Seller").

RECITALS

Seller and Purchaser have entered into that certain Real Estate Purchase Contract dated March 14, 2007, as amended by that certain First Amendment to Real Estate Purchase Contract dated July 31, 2007, as further amended by that certain Second Amendment to Real Estate Purchase Contract dated August 3, 2007, as further amended by that certain Third Amendment to Real Estate Purchase Contract dated October 29, 2007 as further amended by that certain Fourth Amendment to Real Estate Purchase Contract dated December 19, 2007, as further amended by that certain Fifth Amendment to Real Estate Purchase Contract dated February 25, 2008, as further amended by that certain Sixth Amendment to Real Estate Purchase Contract dated April 30, 2008, as further amended by that certain Seventh Amendment to Real Estate Purchase Contract dated August 29, 2008, as further amended by that certain Eighth Amendment to Real Estate Purchase Contract dated November 26, 2008, as further amended by that Ninth Amendment to Real Estate Purchase Contract dated March 23, 2009, as further amended by that Tenth Amendment to Real Estate Purchase Contract dated July 13, 2009, as further amended by that Eleventh Amendment to Real Estate Purchase Contract dated November 9, 2009, as further amended by that Twelfth Amendment to Real Estate Purchase Contract dated May 5, 2010, as further amended by that Thirteenth Amendment to Real Estate Purchase Contract dated November 24, 2010, as further amended by that Fourteenth Amendment to Real Estate Purchase Contract dated February 28, 2011, as further amended by that Fifteenth Amendment to Real Estate Purchase Contract dated March 31, 2011, as further amended by that Sixteenth Amendment to Real Estate Purchase Contract dated April 28, 2011, as further amended by that Seventeenth Amendment to Real Estate Purchase Contract dated May 26, 2011, as further amended by the Eighteenth Amendment to Real Estate Purchase Contract dated July 26, 2011, as further amended by that Nineteenth Amendment to Real Estate Purchase Contract dated November 30, 2011, and as further amended by that Twentieth Amendment to Real Estate Purchase Contract dated January 27, 2012 (collectively, the "Contract") relating to the purchase of the premises commonly known as 260 N. York Road, Elmhurst, Illinois (the "Property") which Property is more specifically described in the Contract. Purchaser and Seller now desire to amend the Contract in certain respects as set forth herein.

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

1. Any capitalized term used herein, but not defined herein, shall have the meaning given to such term in the Contract.
2. The Effective Date of this Amendment shall be May 25, 2012.
3. Investigation Period. Section 5 of the Contract is hereby amended to provide that the Investigation Period shall be extended from 3:00 p.m. (CST) on May 31, 2012 to 3:00 pm on July 15, 2012.
4. Environmental Condition. Section 6 of the Contract is hereby amended to read as follows:

AS

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

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

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

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as to whether Purchaser consents to such modification or amendment. If Purchaser does not consent to such modification or amendment to the Second Amended CAP and such modification or amendment is required by the IEPA to obtain IEPA Approval, Seller shall, within five (5) days of receipt of Purchaser's notice to Seller, notify Purchaser in writing whether Seller elects to terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder. If Purchaser does not consent to such modification or amendment to the Second Amended CAP, Purchaser shall, within said five (5) business period, provided such modifications or amendments are inconsistent with Purchaser's Requirements, notify Seller in writing whether Purchaser elects to terminate this Contract in which event all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder. Notwithstanding the foregoing, Purchaser shall not withhold its approval of the amendment or modification to the Second Amended CAP provided that such modification or amendment is required by the IEPA and is not inconsistent with Purchaser's CAP Requirements. Prior to the expiration of the IEPA Approval Period, Seller shall deliver a copy of the IEPA Approval to Purchaser. In the event Seller does not receive the IEPA Approval during the IEPA Approval Period either Seller, provided Seller has otherwise diligently pursued to obtain said approval, or Purchaser shall have the right to extend the IEPA Approval Period for two (2) consecutive thirty (30) day periods, provided written notice is given to the other party prior to the expiration of the IEPA Approval Period, however, in no event shall the IEPA Approval Period be extended later than July 15, 2012. In the event Seller fails to deliver the IEPA Approval to Purchaser during the IEPA Approval Period or any extension thereof, or if Seller fails to make the modifications or amendments as required by the IEPA during the IEPA Approval Period of any extension thereof, Purchaser shall have the right to terminate this Contract by giving written notice to Seller within five (5) days following the expiration of the IEPA Approval Period. If Purchaser elects to terminate this Contract pursuant to this Section 6(b), (i) all Earnest Money shall be returned to Purchaser; and (ii) the parties shall be released of all of their obligations hereunder. In the alternative, Purchaser may elect to proceed to close this transaction without having first obtained the IEPA Approval by delivering written notice to Seller of Purchaser's election within five (5) days following the expiration of the IEPA Approval Period.

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

5. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of Seller and Purchaser. The terms and provisions of the Contract not specifically modified by this Amendment shall remain in full force and effect and shall not be construed to have been

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modified, waived, discharged or otherwise altered by this Amendment. The terms and provisions of the Contract are incorporated herein by reference as if fully stated herein. To the extent the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. This Amendment may be executed via facsimile transmission and all facsimile signatures shall be deemed originals for all purposes.

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

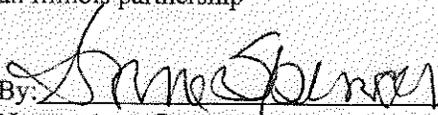
PURCHASER:

CITY OF ELMHURST,
an Illinois municipal corporation

By: _____
Name: _____
Title: _____

SELLER:

PAULI FAMILY PARTNERSHIP,
an Illinois partnership

By:  _____
Name: Anne Spencer
Title: Managing Partner

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance – Approving a Twenty-First Amendment to the Contract for the Purchase of 260 North York Street, Elmhurst, Illinois ("Pauli"), extending the contingency Investigation Period to no later than July 15, 2012

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

The current due diligence Investigation Period under the Contract for the purchase of the Pauli Property at 260 North York Street is set to expire on May 31, 2012. In order to continue the City's environmental review and feasibility investigations of the Pauli Property, the City will need to approve and enter into the attached Twenty-First Amendment to the Contract, extending the contingency Investigation Period to July 15, 2012.

ZO-03-2012

AN ORDINANCE GRANTING A VARIATION FROM THE FRONT YARD SETBACK REQUIREMENTS AT THE PROPERTY COMMONLY KNOWN AS 446 E. PARK AVENUE IN THE CITY OF ELMHURST, ILLINOIS

WHEREAS, the City of Elmhurst (the “City”) has heretofore adopted an ordinance entitled “Elmhurst Zoning Ordinance” (the “Zoning Ordinance”); and

WHEREAS, Section 3.8 *et seq.* of the Zoning Ordinance sets forth the authority and standards of the granting of variations to the Zoning Ordinance; and

WHEREAS, Mr. Ken Fries (the “Applicant”) is the owner of certain property legally described as follows:

LOT 428 IN BRYNHAVEN RESUBDIVISION NUMBER 3, BEING A RESUBDIVISION OF LOT 202 IN BRYNHAVEN UNIT NUMBER 2, AND LOTS 309 TO 318, INCLUSIVE, IN BRYNHAVEN UNIT NUMBER 3, BEING A SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF SECTION 1 AND THE NORTHEAST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAY OF SAID RESUBDIVISION RECORDED OCTOBER 4, 1956, AS DOCUMENT 818708, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 06-01-406-028

Commonly known as 446 E. Park Avenue, Elmhurst Illinois (the “Subject Property”); and

WHEREAS, the Subject Property is located within the R1 Single-Family Residential Zoning District, the regulations of which require a minimum front yard setback of thirty (30) feet; and

WHEREAS, the Applicant has submitted his application for the variation to reduce the front yard from the required thirty (30) feet to twenty and three-tenths (20.3) feet, for the

purpose of constructing an addition and an unenclosed front porch to the house on the Subject Property; and

WHEREAS, on March 8, 2012, the Zoning Board of Appeals conducted a public hearing at the Elmhurst City Hall, 209 N. York Street, Elmhurst, Illinois, in connection with the aforesaid application, after notice of said hearing was duly given; and

WHEREAS, on April 2, 2012, the Zoning Board of Appeals filed its report of findings and recommendations on the aforesaid variation recommending that the same be granted; and

WHEREAS, on April 23, 2012, the Development, Planning and Zoning Committee (the “Committee”) of the City Council considered and recommended approval of such variation; and

WHEREAS, all applicable requirements of Section 3.8 of the Zoning Ordinance relating to the granting of variations have been met, including but not limited to, the determinations provided in 3.8-5.

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

Section 1: That the 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: That the City Council adopts the following findings of fact:

- a) That the plight of the owner is due to unique circumstances being that the location of the lot of the Subject Property on a curve and the original placement of the residence in relation to the curved front lot line make one portion of the proposed porch in compliance and the other end of the proposed porch in non-

compliance with the R-1 Single Family Residential Zoning District minimum front setback requirements.

- b) That the variation will not alter the essential character of the neighborhood because originally about half of the models in this subdivision were constructed with a six (6) feet covered entry, while the other half of the models, like the house on the Subject Property, did not. Therefore, a covered entry is not foreign to the neighborhood. A single story porch will be in keeping with the scale of the neighboring homes and allow for a transition to the second story portion of the house on the Subject Property, as proposed. The location and open nature would not stifle any neighbors' views based on their current window locations.
- c) That the Subject Property in question cannot yield a reasonable return or provide the owner a reasonable enjoyment of the Subject Property if permitted to be used only under the conditions allowed by the regulations in its zone. The current required setback, if followed, as a curve would not allow for any more than a two feet and ten inches (2'10") deep porch at the existing entry into the house on the Subject Property. The owners would like a place accessible on grade level that would allow them a covered place to gather as an outdoor space and provide an aesthetically pleasing covered entry for their guests. There is not an access to grade except at the front and side of the house on the Subject Property (with a six (6) foot side yard). The rear yard is not directly accessible from the house on the Subject Property at grade or any level, rendering it quite unenjoyable. This addition and unenclosed front porch would increase the value of the house on the Subject Property and allow for exterior living space as well as complete the architectural style.

Section 3: That variations of Section 7.3A-5 entitled, "Yard Requirements," of the Zoning Ordinance are hereby granted to permit a reduction of the required front yard from thirty (30) feet to twenty and three-tenths (20.3) feet for the purpose of constructing an addition and an unenclosed front porch to the house on the Subject Property, subject to the condition that the variation granted hereby and the use of the Subject Property be in accordance with the evidence submitted to and the recommendations of the Zoning Board of Appeals.

Section 4: That the City Clerk is directed to transmit a copy of this ordinance to Darrell L. Whistler, Chairman, Zoning Board of Appeals; Nathaniel J. Werner, Zoning and Planning Administrator; and Ken Fries, 446 E. Park Avenue, Elmhurst, Illinois 60126.

Section 5: All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

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

ADOPTED this ____ day of May 2012, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of May 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 May 2012.

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

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance Granting Front Yard Variation, 446 E. Park Avenue (Fries)

ORIGINATOR: Zoning Board of Appeals

DESCRIPTION OF SUBJECT MATTER:

Attached for Council consideration is an ordinance which would grant a 9.7 foot (from thirty (30) feet to twenty and three-tenths (20.3) feet) front yard variation for the property located at 446 E. Park Avenue. The Applicant, Mr. Ken Fries, intends to construct an addition and unenclosed front porch, which would encroach into the required front yard setback.

R- 30 - 2012

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BY AND BETWEEN
WALKER RESTORATION CONSULTANTS
AND THE CITY OF ELMHURST
FOR THE SCHILLER PARKING STRUCTURE MAINTENANCE REPAIRS PROJECT**

WHEREAS, the City of Elmhurst (hereinafter the “City”) proposes to engage in maintenance repairs to the Schiller Parking Structure located in Elmhurst, Illinois (hereinafter the “Project”); and

WHEREAS, the City requested qualifications from experienced engineering firms in accordance with the Local Government Professional Services Selection Act (50 ILCS 510/.01 *et seq.*); and

WHEREAS, as a result of the qualifications-based evaluation process, the City has selected Walker Restoration Consultants of Elgin, Illinois (hereinafter “Walker”) to provide engineering and consulting services for the Project; and

WHEREAS, Walker has, in the past, provided similar professional services for the City in a satisfactory and professional manner; and

WHEREAS, it is advisable, necessary and in the public interest that the City enter into the Agreement between Walker Restoration Consultants and the City of Elmhurst for the Furnishing of Professional Engineering Services for the Schiller Parking Structure Maintenance Repairs Project, which Agreement is attached hereto marked as Exhibit “A” and made a part hereof (hereinafter the “Agreement”).

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of

Elmhurst, DuPage and Cook Counties, Illinois, as follows:

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

Section 2: It is hereby determined that it is advisable, necessary and in the public interest for the City to enter into the Agreement with Walker for the engineering services required for the Project.

Section 3: The Mayor be and is hereby authorized and directed to execute, and the City Clerk be and is hereby authorized and directed to attest, on behalf of City, the Agreement with Walker for the engineering services required for the Project.

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

ADOPTED this ____ day of _____, 2012.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2012.

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

ATTESTED and filed in my office,
this ____ day of _____, 2012.

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

Exhibit "A"

Agreement between Walker Restoration Consultants and the City of Elmhurst
for the Furnishing of Professional Engineering Services for the
Schiller Parking Structure Maintenance Repairs Project

AGREEMENT
between
WALKER RESTORATION CONSULTANTS
and
THE CITY OF ELMHURST, ILLINOIS
for the furnishing of
PROFESSIONAL ENGINEERING SERVICES
for the
SCHILLER PARKING STRUCTURE MAINTENANCE REPAIRS PROJECT

This agreement (hereinafter referred to as the “Agreement”), is made and entered into by and between the City of Elmhurst, Illinois (hereinafter referred to as the “City”) and Walker Restoration Consultants (hereinafter referred to as the “Engineer”) for engineering services in connection with the Schiller Parking Structure Maintenance Repairs Project in the City of Elmhurst, Illinois (hereinafter the “Project”).

In consideration of these promises and of the mutual covenants herein set forth, the Engineer agrees as follows:

A. THE PROJECT:

The Project will consist of professional engineering services for the purpose of preparing construction documents including plans, specifications and an engineer’s estimate of probable cost for the Project as well as follow up construction administration and observations for the work.

The Schiller Parking Structure is a post tension structure built in 1991 and expanded in 2003. The City has performed periodic maintenance on the deck since construction. The Project is located at the southwest corner of the intersection of Schiller Street and Robert Palmer Drive. Entrance for the general public is from the west side on Commerce Parkway. A second entrance on Robert Palmer Drive is used for access to the Police Garage contained within the structure.

B. ENGINEERING SERVICES: The work associated with the Agreement is as described below as Engineering Services.

- 1. Repair Documents.** This phase will consist of preparing repair documents based on the findings and recommendations given in the Engineer’s report. The following tasks will be performed during this phase:
 - a.** Perform an updated review of the structure to verify the maintenance items noted in the appraisal have not significantly changed.
 - b.** Prepare repair documents (plans, details and specifications) that address the items noted in the Engineer’s walk-through done in October 2011.

- c. Provide plans and specifications in PDF format for distribution to bidders. Plans shall meet the approval of the City and the specifications will incorporate the current City format for proposal documents.
 - d. Assemble a list of prequalified contractors, for the City's review, to bid on the repairs.
 - e. Conduct a pre-bid conference for bidding contractors to answer questions and review the limitations and extent of work required by the repair documents.
 - f. Assist in the evaluation of bids and negotiations with contractors bidding in the maintenance repair work.
- 2. Construction Administration and Observations.** The following professional engineering services shall be provided by the Engineer on an hourly rate basis during the construction phase:
- a. Review and approve pay requests, change orders and shop drawings and materials testing reports submitted by the contractor and testing agency.
 - b. Perform part-time on-site construction observation of repair work and furnish reports to the City at least once a week.
 - c. Make final punch list visits toward project completion.
 - d. Assist in the resolution of problems or conflicts due to latent conditions, or failure of a contractor to perform in accordance with contract documents as and when necessary.
- 3. Project Schedule.** The Engineer estimates that it will take two to three weeks to prepare the repair documents and two weeks for biddings, with construction to begin within two weeks after the selection of a qualified contractor is chosen. Construction is best scheduled during the summer months when activity in the deck of the parking structure is reduced.
- 4.** Additional services beyond the scope of Engineering Services above-listed, requested in writing by the City, shall be performed by the Engineer in accordance with the Engineer's standard hourly rates as set forth in Exhibit "A," which is attached hereto and made a part hereof, or for a mutually agreeable lump sum fee.
- 5.** The Engineer shall complete the Engineering Services when final documents are accepted by the City, upon written acceptance of the City.
- 6.** The Engineer will perform services under this Agreement in accordance with generally accepted and currently recognized Engineering practices and principles and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the Chicagoland area. Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any

Agreement between the City and any other party concerning the Project, the Engineer shall not have control or be in charge of, and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the City, or for the failure of the City, any consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the contract documents, this Agreement or any other Agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

7. The Engineer shall procure and maintain for the duration of its Agreement and for three years thereafter insurance against errors and omissions and claims for injuries to its employees which may arise from or are in conjunction with the performance of the work hereunder by the Engineer, its agents, representatives, employees, or subcontractors.

- a. **Minimum Scope of Insurance.**

Coverage shall be at least as broad as:

- i. Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);
 - ii. Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);
 - iii. Professional Liability/Malpractice Liability policy; and
 - iv. Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

- b. **Minimum Limits of Engineer.**

The Engineer shall maintain limits no less than:

- i. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be \$2,000,000 per Project;
 - ii. Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage;
 - iii. Professional Liability: \$2,000,000 single limit for errors and omissions, professional/malpractice liability;
 - iv. Worker's Compensation and Employers' Liability: Worker's Compensation limits of \$1,000,000 and as Employers' Liability limits of \$500,000 per accident; and

- v. Umbrella Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum Aggregate shall be no less than \$2,000,000 per person, per aggregate.

c. Deductibles and Self-Insured Retentions.

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

d. Other Insurance Provisions.

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

General Liability and Automobile Liability Coverages.

- i. The City, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Engineer; or automobiles owned, lease, hired or borrowed by the Engineer. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and volunteers.
- ii. The Engineer's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the City, its officials, agents, employees, and volunteers shall be in excess of the Engineer's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, agents, employees, and volunteers.
- iv. The Engineer's insurance shall contain a severability of interests clause or language stating that the Engineer'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.

All Coverages.

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

e. Acceptability of Insurers.

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

f. Verification of Coverage.

The Engineer shall furnish the City with certificates of insurance and copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to

bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the City before any work commences. The City reserves the right to request full certified copies of the insurance policies.

- 8.** To the fullest extent permitted by law, the Engineer shall indemnify and hold harmless the City, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost 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 performance of this work by the Engineer, 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. The Engineer shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefor or incurred in conjunction therewith, and, if any judgment shall be rendered against the City, its officials, agents, employees and volunteers, in any such action, the Engineer shall, at its own expense, satisfy and discharge the same.
- 9.** Notwithstanding any other provision of the Agreement, nothing contained in the Agreement shall require the Engineer to indemnify or hold harmless another person from that person's own negligent acts or omissions.
- 10.** Any insurance policies required by the Agreement, or otherwise provided by the Engineer, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City, its officials, agents, employees and volunteers and herein provided.
- 11.** The Engineer further represents and warrants to the City that the Engineer and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Engineer hereby agrees to defend, indemnify and hold harmless the City, the Corporate Authorities, and all City elected or appointed officials, officers, employees, agents, representatives, Engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.
- 12.** The Engineer will comply with all applicable federal and Illinois statutes, and local ordinances of the City and shall operate within and uphold the ordinances, rules and regulations of the City while engaged in services herein described.
- 13.** The City reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and

the Engineer and City shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.

- 14.** The City may, at any time, by written order to the Engineer (Suspension of Services Order) require the Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, the Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The City, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. The Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.
- 15.** This Agreement may be terminated by the City upon written notice to the Engineer, at its last known post office address, provided that, should this Agreement be terminated by the City, the Engineer shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the City. Within five (5) days after notification and request, the Engineer shall deliver to the successor Engineer all property, books and effects of every description in its possession belonging to the City and pertaining to this Project.
- 16.** This Agreement may additionally be terminated by the City upon written notice to the Engineer, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:

 - a.** If the Engineer commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if the Engineer takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;
 - b.** If a petition is filed against the Engineer under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the Engineer under any other federal or state law in effect at the time relating to bankruptcy or insolvency;
 - c.** If the Engineer makes a general assignment for the benefit of creditors;
 - d.** If a trustee, receiver, custodian or agent of the Engineer is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the Engineer is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Engineer's creditors; and

- e. If the Engineer admits in writing an inability to pay its debts generally as they become due.
17. Upon termination, the Engineer shall deliver to the City, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the City. In such case, the Engineer shall be paid for all services and any expense sustained, less all costs incurred by the City to have the services performed which were to have been performed by the Engineer.
 18. The Engineer is qualified technically and is conversant with the policies applicable to the performance of design engineering; and sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.
 19. The Engineer will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and to make such materials available at the Engineer's office at all reasonable times during the Agreement period and retain such records for a period of three (3) years from the date of final payment under this Agreement.
 20. The Engineer warrants that it has not employed or retained any company or person, other than an employee working solely for the Engineer, to secure this Agreement, and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.
 21. The Engineer, during the period commencing upon the execution of this Agreement and concluding one year following the completion of the Project, shall not accept employment from any developer developing land within the City or any contractor, subcontractor or material supplier performing work or supplying material to the City without the express written consent of the City.
 22. This Agreement shall be deemed to be exclusive between the City and the Engineer. This Agreement shall not be assigned by the Engineer without first obtaining permission in writing from the City.
 23. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the Engineer relating in

any manner to the work performed by the Engineer or by anyone else and used by the Engineer in performance of this services under this Agreement (hereinafter the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

- 24.** The Engineer hereby assigns to the City and its successors and assigns all of its right, title, interest and ownership in the Work, including, but not limited to, copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The Engineer grants permission to the City to register the copyright and other rights in the Work in the City's name. The Engineer shall give the City or any other person designated by the City all assistance reasonably necessary to perfect its rights under this Agreement and to sign such applications, documents, assignment forms and other papers as the City requests from time to time to further confirm this assignment. The Engineer further grants to the City full, complete and exclusive ownership of the Work. The Engineer shall not use the Work for the benefit of anyone other than the City, without the City's prior written permission. Upon completion of the Work or other termination of this City, the Engineer shall deliver to the City all copies of any and all materials relating or pertaining to this Agreement.
- 25.** The drawings, specifications, reports, and any other Project documents prepared by the Engineer in connection with any or all of the services furnished hereunder shall be delivered to the City for the use of the City. The Engineer shall have the right to retain originals of all Project documents and drawings for its files. Furthermore, it is understood and agreed that the Project documents such as, but not limited to, reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. The City may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project. Any reuse of Project documents, without the express written consent of the Engineer, shall be at the City's sole risk; and the City shall indemnify and hold harmless the Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. When and if record drawings are to be provided by the Engineer, the information used in the preparation of record drawings is provided by others, the Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for Project construction. If additional detail is requested by the City to be included on the record drawings, then the Engineer will be due additional compensation for additional services. The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the City's confidential and proprietary information.

26. The Engineer will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the City except as expressly authorized by the City. The Engineer shall treat such information at all times as confidential. The Engineer acknowledges that each of the following can contain confidential information of the City and that the disclosure of any of the following by the Engineer without the City's express authorization would be harmful and damaging to the City's interests:

- a.** Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases and which are not otherwise known to the public.
- b.** All information relating to the Engineering Services being performed by the Engineer under this Agreement, regardless of its type or form and which are not otherwise known to the public.
- c.** Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by the Engineer under this Agreement which are created, designed, enhanced by the Engineer and which are not otherwise known to the public.
- d.** Financial information and police records.

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

27. All books, papers, records, lists, files, forms, reports, accounts, 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 the Engineer 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 (as defined above) are the exclusive property of the City. The Engineer shall immediately return said items to the City upon termination of the Engineer's engagement or earlier at the City's request at any time.

28. 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 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.
29. The Engineer will comply with all laws, codes, ordinances and regulations which are in effect as of the date of this Agreement.

C. CITY RESPONSIBILITIES:

1. The City shall provide full information regarding requirements for and about the Project, including a program which shall set forth the City's objectives, schedule, constraints, criteria, special equipment, systems and site requirements and to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the City may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the City.
2. The Engineer shall indicate to the City the information needed for rendering of the services of this Agreement. The City shall provide to the Engineer such information as is available to the City and the City's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof.
3. For the performance by the Engineer of the services set forth above, the City shall pay the Engineer on the following basis:
 - a. **Amount of Engineer's Fee.** The Engineer shall receive, as full payment for completing all work required of the Engineer under this Agreement, a fee consisting of payment for the services at the Engineer's hourly rates.
 - b. **Professional Fee.** The Engineer has determined its fee for services related to the Project not to exceed Nineteen Thousand Four Hundred Thirty-Two and 00/100ths (\$19,432.00) Dollars as follows:

Repair Documents: The Engineer proposes to prepare repair documents on lump sum fee plus reimbursable expenses as follows:

Discipline	Est. Hours	Hourly Rate	Fee
Senior Engineer	2	\$210	\$420
Project Manager	34	\$175	\$5,950
Technician	38	\$120	\$4,560
Administrative Assistant	30	\$63	\$1,890
			\$12,820
Estimated Reimbursable Expenses			\$500
TOTAL			\$13,320

Construction Administration and Observations: The Engineer proposes to perform construction administration on an hourly rate basis based on the following rate schedule, plus reimbursable expenses as follows:

Discipline	Est. Hours	Hourly Rate	Fee
Project Manager	8	\$175	\$1,400
Project Representative	33	\$120	\$3,960
Administrative Assistant	4	\$63	\$252
		\$	\$5,612*
Estimated Reimbursable Expenses		\$	\$500
TOTAL		\$	\$6,112

The Engineer will not exceed these totals without written approval from the City.

*This is based on a six week construction scheduled with an estimated total of six (6) site visits planned. If additional site visits are requested, the service will be provided on an hourly rate basis.

- c. **Reimbursable Expenses.** Reasonable expenses will be billed at 1.15 times the amount charged to the Engineer. Reimbursable expenses incurred may include the cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additions service consultants, and other project related expenses that are reasonable and necessary.
- d. **Payment of Engineer's Fee.** The City, for and in consideration of the rendering of the Engineering services enumerated herein shall pay to the

Engineer for rendering such services the fee hereinbefore established in the following manner:

- i. Upon receipt of monthly statements from the Engineer and the approval thereof by the City, payments for the work performed shall be due and payable to the Engineer within thirty (30) days after approval by the City.
 - ii. Payments shall be made in accordance with the Local Governmental Prompt Payment Act (50 ILCS 505/1 *et seq.*)
4. This Agreement may be terminated by the Engineer upon thirty (30) days written notice to the City should the City fail substantially to perform in accordance with the terms of this Agreement through no fault of the Engineer. Upon such termination, the Engineer shall make available to the City, copies of partially completed drawings, specifications, partial and completed estimates and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the City. The Engineer shall be paid promptly for all services provided to the date of termination.
5. The Engineer and the Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including, but not limited to, mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant-type substance.

D. IT IS MUTUALLY AGREED:

1. The Engineer is an independent contractor in the performance of this Agreement, and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the City. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the City or Engineer.
2. Any dispute between the Engineer and the City concerning the interpretation of or a breach of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the Engineer, one member appointed by the City and the third member appointed by the two other members for disposition; and the committee's decision shall be final.
3. Each party to this Agreement shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

4. Written notices between the City and the Engineer shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:
 - a. If to the City:
City of Elmhurst
209 North York Street
Elmhurst, Illinois 60126
Attn: Mr. Stan Glab
 - b. If to the Engineer:
Walker Restoration Consultants
505 Davis Road
Elgin, Illinois 60123
Attn: Laurence Susmarksi
 - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this Agreement 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.
5. This Agreement represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Agreement may only be amended by written instrument executed by authorized signatories of the City and the Engineer.
6. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.
7. The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
8. 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 contract shall not be affected thereby; and each term, covenant or condition of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
9. This Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this Agreement shall be so brought in the Circuit Court of DuPage County, State of Illinois.

10. This Agreement shall become effective only after an appropriation therefore has been made.

E. CERTIFICATION OF ENGINEER:

1. The Engineer certifies that the Engineer, its shareholders holding more than five percent (5%) of the outstanding shares of the Engineer, its officers and directors are:
 - a. Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - b. Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
 - c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
 - d. In compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
 - e. In compliance with equal employment opportunities and that during the performance of the Agreement, the Engineer shall:
 - i. 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.
 - ii. If it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - iii. In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - iv. Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other Agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under

the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules and Regulations, the Engineer 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.

- v.** Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- vi.** Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- vii.** Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.
- viii.** Engineer (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply Agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that Engineer will retain such certifications in its files.
- ix.** In the event of the Engineer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the Engineer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in

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

- f.** In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy;
- g.** In Agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the Engineer may be declared ineligible for future contracts with the City, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- h.** In compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:
 - i.** Publishing a statement:
 - a)** Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Engineer's workplace.
 - b)** Specifying the actions that will be taken against employees for violations of such prohibition.
 - c)** Notifying the employee that, as a condition of employment on such Agreement, the employee will:
 - 1.** abide by the terms of the statement; and
 - 2.** notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - d)** Establishing a drug-free awareness program to inform employees about:
 - 1.** the dangers of drug abuse in the workplace;
 - 2.** the Engineer'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.
 - e)** Making it a requirement to give a copy of the statement required by subparagraph D.1.h.(1) to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.
 - f)** Notifying the City within ten (10) days after receiving notice under Subparagraph D.1.h.(1)(c)(ii) from any employee or otherwise receiving actual notice of such conviction.

- g) 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.
 - h) 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.
 - i) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i. The Engineer certifies that the Engineer is in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*), is a party to a collective bargaining Agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
- j. Not a City official, spouse or dependent child of a City official, agent on behalf of any City official or trust in which a City official, the spouse or dependent child of a City official in violation of Section 15.02 of Chapter 15 of the City of Elmhurst Municipal Code.
- k. Not in violation of Section 15.02 of Chapter 15 of the City of Elmhurst Municipal Code by an officer or employee of the City have 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 Engineer.
- l. Not in violation of Section 15.02 of Chapter 15 of the City of Elmhurst Municipal Code by the Engineer having given to any officer or employee of the City any gratuity, discount, entertainment, hospitality, loan forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer.
- m. Should the Engineer discover one or both of the following physical conditions at the surface or subsurface of the site of the work, the contractor shall notify the City of the condition, in writing, before disturbing the condition:
 - i. A subsurface or latent physical condition at the site differing materially from conditions indicated in the contract.
 - ii. An unknown physical condition at the site of an unusual nature differing materially from the conditions ordinarily encountered

and generally recognized as inhering in work of the kind provided for in the Agreement.

- iii.** If the City receives notice from the Engineer under subparagraph (a), the City shall promptly investigate the physical condition.
- iv.** If the City determines that the physical condition (i) does materially differ from the conditions indicated in the Agreement or ordinarily encountered in the work of the kind provided for in the contract and (ii) will cause an increase or decrease in the costs or time needed to perform the Agreement, the City shall make an equitable adjustment to and modify the Agreement in writing.
- v.** The Engineer may not make a claim for additional costs or time because of a physical condition at the site, unless the Engineer has provided notice to the City.
- vi.** The Engineer may not make a claim for an adjustment after the Engineer has received a final payment under the Agreement.
- n.** No change order which authorizes or necessitates any increase in the contract price that is fifty (50%) percent or more of the original contract price or that authorizes or necessitates any increase in the price of a subcontract under the contract that is fifty (50%) percent or more of the original subcontract price shall be issued, unless the portion of the contract that is covered by the change order is resubmitted for bidding in the same manner for which the original contract was bid. Bidding for the portion of the contract covered by the change order shall be subject to any requirements to employ females and minorities on the Project that existed at the bidding for the original contract, together with any later requirements imposed by law.
- o.** This Agreement shall become effective only after an appropriation therefor has been made.
- p.** The Engineer certifies that the Engineer has not had a net loss of one hundred (100) or more employees in Illinois during the prior calendar year caused by relocation of one hundred (100) or more jobs from Illinois to a site located outside of the United States.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the dates below indicated.

Executed by the City, this ____ day of _____ 2012.

City of Elmhurst
209 North York Street
Elmhurst, Illinois 60126

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

ATTEST:

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

Executed by the Engineer, this ____ day of _____ 2012.

Walker Restoration Consultants
505 Davis Road
Elgin, Illinois 60123

By: _____
Name, Title

ATTEST:

By: _____
Name, Title

Exhibit "A"

2012 Standard Billing Rates for Restoration Consulting Services

PRINCIPALS

Senior Principal.....	\$265.00
Principal.....	\$220.00

PROJECT MANAGEMENT

Senior Project Manager.....	\$210.00
Project Manager.....	\$175.00
Assistant Project Manager.....	\$135.00

PARKING CONSULTANTS

Senior Parking Consultant.....	\$210.00
Parking Consultant.....	\$175.00
Parking Analyst/Planner.....	\$135.00

DESIGN

Senior Engineer/Senior Architect.....	\$170.00
Engineer/Architect.....	\$145.00
Designer.....	\$135.00

TECHNICAL

Senior Technician.....	\$120.00
Technician.....	\$105.00
Field Auditor.....	\$80.00

SUPPORT

Senior Administrative Assistant/Business Mgr.....	\$83.00
Administrative Assistant.....	\$63.00

CITY COUNCIL SUMMARY

SUBJECT: A Resolution Approving and Authorizing the Execution of a Professional Engineering Services Agreement by and between Walker Restoration Consultants and the City of Elmhurst for the Schiller Parking Structure Maintenance Repairs Project

ORIGINATOR: Public Works and Buildings Committee

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the Public Works and Buildings Committee, the City Attorney drafted an Engineering Services Agreement and a Resolution Approving the Execution of an Engineering Services Agreement with Walker Restoration Consultants in order to furnish engineering services for the Schiller Parking Structure Maintenance Repairs Project.



CITY OF ELMHURST

209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759
(630) 530-3000
www.elmhurst.org

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

May 14, 2012

To: Mayor DiCianni and Members of the City Council
Re: **Stop Sign Request – Fairfield Avenue and Vallette Street**

The Public Affairs and Safety Committee met several times, most recently on May 14, 2012 to discuss changing the Fairfield Avenue and Vallette Street intersection from a two-way stop to a four-way stop. This study was implemented at the request of some of the neighbors and Lincoln School.

Lincoln School is the second largest elementary school in District 205, with 583 students traveling daily to and from school with their parents, caregivers and younger siblings. The school is a "walking school", with no school buses. There is a playground steps away from the Vallette Street and Fairfield Avenue intersection that is utilized not only by Lincoln students throughout the school day and after school hours, but by local Elmhurst families.

This intersection along with the other streets around Lincoln School have been evaluated by the city staff, city hired consultant and City Council multiple times over the past years. In each of the previous city staff/city council assessments it did not meet the MUTCD and therefore no additional control devices were deemed necessary for this intersection.

This current request to evaluate the intersection also shows that there are no issues with speeding, no line of sight concerns, not a high traffic volume and does not meet the accident history from right angle collisions. **Sight Distance:** Clear sight lines on all approaches

Accident History: One accident (not correctable) in three years

Speed Study: 85% speeds 21-29 MPH

One of the most recent concerns of the residents (please see attached) conveyed the need to control speeding through this intersection. The report (please see attached) from the city staff showed that there are no speeding issues at this intersection. Contrary to the perception of speeding near this intersection, the data shows that the 85% speeds ranged from 21 MPH to 29 MPH (which is consistent with past experience at other intersections in Elmhurst). If there was a speeding issue, which the data shows there is not a speeding issue, the MUTCD states that "**Yield or Stop signs should not be used for speed control.**"

A couple of the residents present at the meeting also expressed their concern for the safety of Lincoln School students walking to/from school. The previous request of this area resulted in a change to the school drop off/pick up, traffic flow changes and the closure of Vallette and Montrose from Fairfield to Hillside

Copy To: [illegible]
Electoral Office
05/17/2012

(which would prohibit cars from being able to approach/utilize the new signs if installed] to allow a safe pedestrian route to school (please see attached school map – also posted on the school website). The city staff stated that this current configuration allows for a safe pedestrian route.

The policy to evaluate for traffic control devices in the City of Elmhurst (please see attached) was followed by the city staff and the Public Affairs and Safety Committee. During the committee discussions, it was stated by an elected official that the town of Addison does not follow the MUTCD if a school principal requests a traffic control device and that the traffic control device request is granted, even if it would override the MUTCD and staff recommendations. Contrary to others views or perceptions the following is clearly stated in the MUTCD.

The “Frequently Asked Questions” section in the MUTCD clearly states the following:

“Q: Does the MUTCD apply to all roads and streets in the United States?”

“A: Yes. In Title 23 of the Code of Federal Regulations, Part 655.603 states that the MUTCD is the national standard for all traffic control devices installed on any street, highway or bicycle trail open to public travel.”

The committee and staff, in an effort to explore all other options and tools from other communities, decided to take additional time to evaluate how a couple of neighboring communities handle requests for traffic control devices. As an example, the Naperville policy was used to evaluate this intersection. It is based on a point system which this intersection missed the mark by substantially (about 20% of total points needed, scoring an 89 out of 500 to qualify).

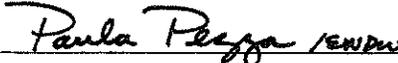
According to City of Elmhurst Policy, which was adopted in 1993, and the results from the City traffic engineering staff evaluation, there is no need for this intersection to be changed from a two-way to a four-way stop. In fact, further information supplied by staff taken from the DuPage Mayors & Managers, MUTCD, Federal Highway Authority and a paper summarizing 70 technical reports on stop signs, shows that placement of unwarranted multi-way stops decreases the safety of pedestrians, especially small children.

The committee provided additional suggestions to assist with the concerns of the residents and school principal. The recommendations ranged from street markings signifying a school zone, changing entrance/exit points to the school/playground, radar gun loan program, pole mounted speed sign and “Cross Traffic Does Not Stop” signs.

It is, therefore, the recommendation of the Public Affairs and Safety Committee to install the pole mounted speed sign for a specific timeframe, add two “Cross Traffic Does Not Stop” signs at the current two stop signs on Fairfield at Vallette and follow the recommendation of staff that no other action to be taken at the intersection of Fairfield and Vallette regarding additional traffic control devices, stop signs.

Respectfully submitted,
Public Affairs and Safety Committee

Patrick Wagner, Chairman


Paula Pezza, Vice-Chairman


Michael Bram, Alderman Ward 3



CITY OF ELMHURST
209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759
(630) 530-3000
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FILE
cc: Grabowski
Healy / Levin
PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
JAMES A. GRABOWSKI
CITY MANAGER

MEMORANDUM

TO: Mike Kopp
Fire Chief

FROM: Kim McGrew *KM*
Civil Engineer

DATE: March 8, 2012

RE: **Disposition of Stop Sign Request
Fairfield Avenue and Vallette Street
STAFF FOLLOW-UP TO JANUARY 18, 2012 MEMO**

In an effort to keep the Public Affairs and Safety Committee informed as to the status of the above referenced stop sign request, please find the following summary and correspondence. The Public Affairs and Safety Committee **does not need to take action on this request**, rather, it is for their information.

In response to a request from neighborhood residents at a recent Lincoln School PTA meeting, the Engineering Division performed an intersection study at Fairfield Avenue and Vallette Street. The request was for a four-way stop controlled intersection. None of the required warrants were met. However, due to the proximity of this intersection to Lincoln School, staff recommends the installation of "Cross Traffic Does Not Stop" signs to clarify the two-way stop condition.

Existing traffic control: Stop signs on the northbound and southbound approaches to the intersection with school zone/pedestrian signage and striped crosswalks, as appropriate.

Sight distance: Clear sight lines on all approaches.

Accident history: 1 - 2011, 0 - 2010, 0 - 2009

Traffic volumes: Vallette Street - 1,219 (2012 data)
Fairfield Avenue - 367 (2008 data)

Speed study: 85% speeds (mph): NB - 21, SB - 26, EB - 29,
WB - 27

Street classification: Vallette Street - Subdivision Collector
Fairfield Avenue - Local Street

STOP/YIELD SIGN SURVEY

INTERSECTION Fairfield Avenue AND Vallette Street
DATE 3/8/2012 REQUESTED BY Lincoln School PTA/
neighborhood residents
BY KJM REQUEST four-way stop

EXISTING CONDITIONS Standard intersection on level grade.

EXISTING TRAFFIC CONTROL DEVICES: Stop signs on the northbound and southbound approaches to
the intersection. School zone and pedestrian signage, as well as striped crosswalks exist where appropriate.

SPEED LIMIT: 20 mph (all directions) during school hours, 25 mph all other times

SAFE APPROACH SPEED (SIGHT DISTANCE): Sight lines are clear on all intersection approaches.

TRAFFIC VOLUME: Vallette Street ADT: EB - 641, WB - 706
Fairfield Avenue ADT: NB - 315, SB - 52

ACCIDENT HISTORY: 1 - 2011, 0 - 2010, 0 - 2009

COMMENTS: Fairfield Avenue - local street
Vallette Street - subdivision collector

CONCLUSIONS: The attached warrant tables indicate yield signs are warranted based on moderate
sight distance and 1 accident in 12 months. As the existing two-way stop control is greater, no additional
control is warranted. Staff recommends installation of supplemental signs indicating "Cross Traffic Does Not
Stop" and temporary installation of the pole mounted radar unit. Recent traffic data will be forwarded to the
Elmhurst Police Department.

Table 4. Relationship of Intersection Shape and Classification to Type of Control

Shape	Classification of Intersecting Streets	Typical Control Application*			
		None	Yield	1- or 2-Way Stop	All-Way Stop
Cross	L-L	x			
	L-C		x		
	C-C			x	x
T	L-L	x			
	L-C	x	x		
	C-C		x	x	
L**	L-L	x			
	L-C	x			
	C-C	x			

*Except for poor or severe sight distance restriction or other special condition.

**Approximate right angle, centerline radius 50 feet or less.

only a "YIELD" sign is required but exist. control is greater.
Table 5. Intersection Sight Distance as Related to Type of Control

Sight Distance Condition	45° Sight Triangle Leg (Fig. 1)	Safe Approach Speed	Typical Control Application			
			None	Yield	1- or 2-way Stop*	All-Way Stop
Good	110 ft. & over	Over 30 mph	x	x		
Moderate	70-110 ft	20-30 mph		x		
Poor	40-70 ft	10-20 mph			x	
Severe	Under 40 ft	Under 10 mph			x	x

*While the 45° leg may be quite restricted, the visibility from a stopped position on one street may be ample to allow safe pullout when there is no control on the cross street.

Figure 1, representing conditions typical of many residential subdivisions where the limit is the building setback line. Unfortunately, bushes, hedges or evergreen trees are often planted within the sight triangle. As noted below the figure, the dimensions given will produce a 20 miles per hour (mph) safe approach speed by the AASHTO method⁴ and 25 mph by the ITE method.⁵ The difference is accounted for by assumed reaction time of 2 seconds by the AASHTO and 1.5 seconds by the ITE reference. It can be assumed that in an urban area, driver alertness and likelihood of expecting conflict should be greater than for a rural area, thus allowing a slightly lower perception-reaction time.

Accidents

The accident frequency at intersections varies with the size of municipality, even when all are within a single, large metropolitan area. Table 6 shows the relationship from seven studies done by the author for Chicago area municipalities. These data are drawn from tabulations of all accidents reported to the individual police agency, including station complaints (reports not investigated by the police). There was no cutoff or minimum property damage lower limit to arbitrarily discard a significant portion of the total collisions (such as occurs when cutoffs of \$100, \$250 or other amounts in minimum property damage are applied). Furthermore, all accidents were tabulated relative to the intersection they related to; that is, rear-end collisions at end of queue backups from control devices were included as an accident at the controlled intersection, regardless of distance away.

Looking at the lower-volume intersections, it can be seen that extremely low annual accident frequencies are associated with the intersections of two local streets. For the municipality with the lowest rate, only one reported accident occurs per year per 50 such intersections, while for the larger city one such accident occurs per four years for each such intersection. The next higher volume collector/local intersections generate larger numbers of accidents with the lowest being one accident per 13 years, and the highest being one accident each two years. For the still higher volume collector/collector types, annual accident frequencies range from

Marks.¹⁴ About 660 local street intersections were studied in Los Angeles County subdivisions. Only right-angle accidents were checked, as these were found to represent 83 percent of all intersection accidents. Looking just at uncontrolled intersections in limited access subdivisions (few streets running entirely through the subdivision), the cross type was found to have 14 times the accident frequency of the "T" type. These data have been compared with the study of 568 intersections involving a two-year accident span by Box. Results are given in Table 3. While the overall ratio between accidents at "T" and cross intersections is about 3-to-1, the injury ratio is about 11-to-1. Right-angle accidents represent more than 80 percent of collisions at cross intersections vs. 41 percent at "T" intersections. Furthermore, 88 percent of the cross-type injury accidents were right-angle, while none of the "T"-type accidents involved injuries.

In general, there were no controls at the "T" or "L" intersections. Some of the cross intersections had Yield or Stop controls, but most were uncon-

trolled. From these studies, it should be clear that an important element in the decision to install a traffic control device at intersections with lower traffic volumes involves the geometric shape. Table 4 compares intersection shape with appropriate control devices.

Within reasonable limits, it is likely that the width of the intersecting roadways has little effect on hazard at low-volume intersections. However, the available sight distance—especially as related to cross-type intersections—should be a significant factor in determining need for control and in identifying the type of control to be used. Table 5 offers some proposed definitions of sight distance and identifies types of control that may be considered.

The TTI studies represent an anomaly, because they found intersection geometry to have a negligible effect, and sight distance to have no discernible effect on safety or operations.¹² Their findings are discussed further in the next section.

A method of measuring fixed sight distance restrictions is shown in

Suggested Warrants

It is proposed that determination of appropriate control devices consider the factors identified previously. The type of device already in place, if any, should be considered. Looking first at the Local/Local intersection type, a "T" or "L" geometric shape, with approach sight distance of at least 25 mph, and without an adverse accident history, the presumption would be for no traffic control. However, if two correctable accidents have occurred within a 12-month period, or four in a three-year period, the installation of Yield control facing the lesser-volume leg would represent an appropriate initial treatment.

Table 9 summarizes simplified proposed warrants, adding the sight distance element. This table uses several surrogates. Functional classification substitutes for vehicular volumes, while accident history typically factors in the geometric shape and the parking density. These warrants also assume that a collector street should be assigned priority as a standard within the system—but that the lowest control (Yield) should be used when safe sight distance is available. When two collectors intersect, any of the three controls could apply with favorable sight distance, but only the multiway Stop if the safe approach speed is low for conflicting legs. For the L/L and L/C intersections, the primary reason for using multiway Stops should be a severely restricted sight distance.

Table 9 has the most application in residential subdivisions. In an office or industrial park, or in a dense retail area, the higher traffic volumes (even for the L/L and L/C intersections) suggests use of the one- or two-way Stop control as the minimum. Furthermore, the no-control or Yield options might not work well at cross-type intersections when volumes exceed 100 vehicles per hour.

References

1. *Determining Street Use*. Chicago, Ill: Public Administration Service, 1958.
2. Box, Paul C. "The Importance of Street Classification in Traffic Design and Control." *Public Safety Systems*, March/April 1968.
3. Hall, Edward M. "Let's Speak a Common Language!" *Traffic Engineering*, Sept. 1968.

Table 9. Proposed Warrants for Low Volume Intersection Traffic Control*

Classification	Sight Distance (from Table 5)	Accident History**		Types of Warranted Control			
		Under 2/4	2/4 or more	None	Yield	1- or 2-Way Stop	All-Way Stop
Local/Local	at least 110 ft	x		x			
	at least 110 ft		x		x		
	70-110 ft.		x		x	x	
	40-70 ft.		x			x	
	under 40 ft.	— any —				x	x
Local/ Coll.	at least 110 ft	— any —			x		
	40-110 ft.		x			x	
	under 40 ft.		x			x	x
Coll./ Coll.	at least 110 ft	— any —			x	x	x
	40-110 ft.	— any —				x	x
	under 40 ft.	— any —					x

*Not more than 300 vehicles per hour entering traffic in peak hour.

**Two of correctable type in one year, or four in three years.

4-way stop warranted where sight dist. < 40' or accident criteria met.

4. *National Highway Functional Classification Manual*. FHWA, April 1969.

5. *A Policy on Geometric Design of Highways and Streets*. Washington, D.C.: American Association of State Highway and Transportation Officials, 1990.

6. *American National Standard Practice for Roadway Lighting*. New York, N.Y.: Illuminating Engineering Society of North America, 1983.

7. *Guidelines for Urban Major Street Design*. Washington, D.C.: Institute of Transportation Engineers, 1984.

8. *Recommended Guidelines for Subdivision Streets*. Washington, D.C.: Institute of Transportation Engineers, 1993.

9. *Manual on Uniform Traffic Control Devices*. Washington, D.C.: FHWA, 1988.

10. Box, Paul C. "Traffic Control at Minor Intersections." *Public Safety Systems*, Jan./Feb. 1966.

11. LaPlante, John N. and Chester R. Kropidowski. "Stop Sign Warrants: Time for Change." *ITE Journal*, Oct. 1992.

12. Stockton, W.R., R.Q. Brackett and J.M. Mounce. *Stop, Yield and No Controlled Intersections*. FHWA-RD-81/084, June 1981.

13. McGee, H.W. and M.R. Blankenship. *Guidelines for Converting Stop to Yield Control at Intersections*. NCHRP Report #320. TRB, Oct. 1989.

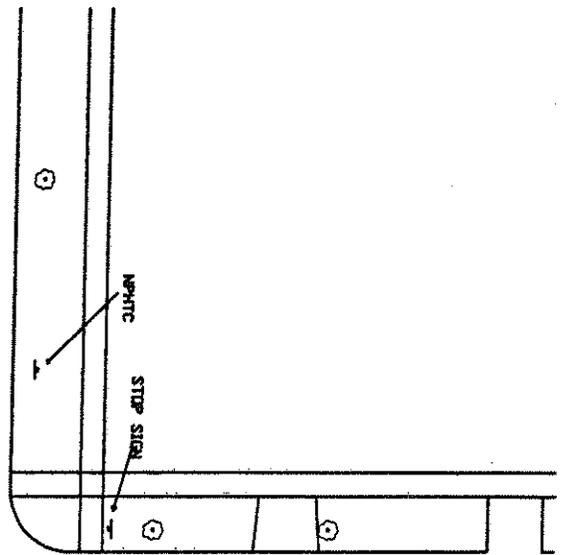
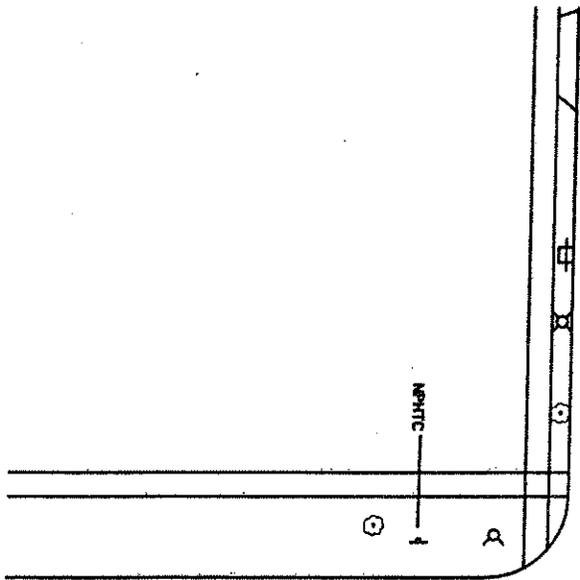
14. Marks, H. *Subdividing for Traffic Safety: Proceedings of the Ninth Annual California Street and Highway Conference*. Univ. of California, Berkeley, Jan. 1957.

15. *Motor Vehicle Accident Costs, Washington Metropolitan Area*. Wilbur Smith and Associates, 1966.

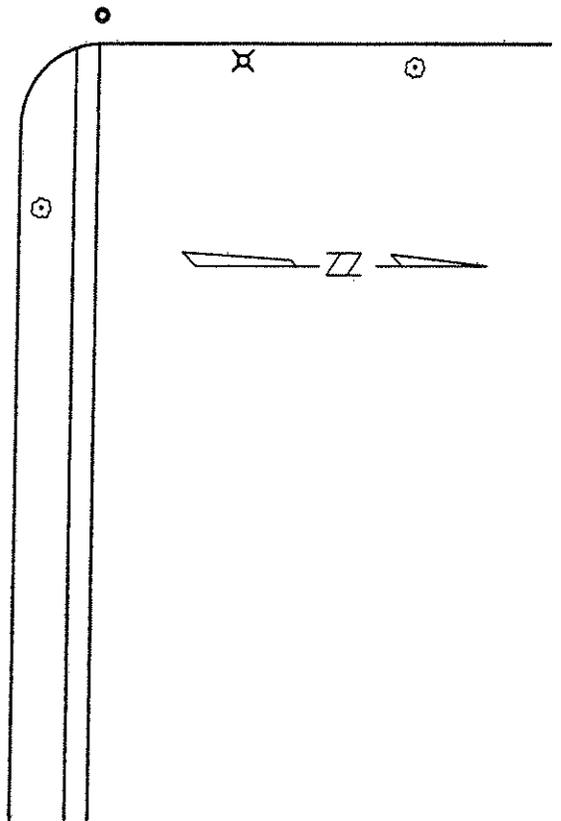
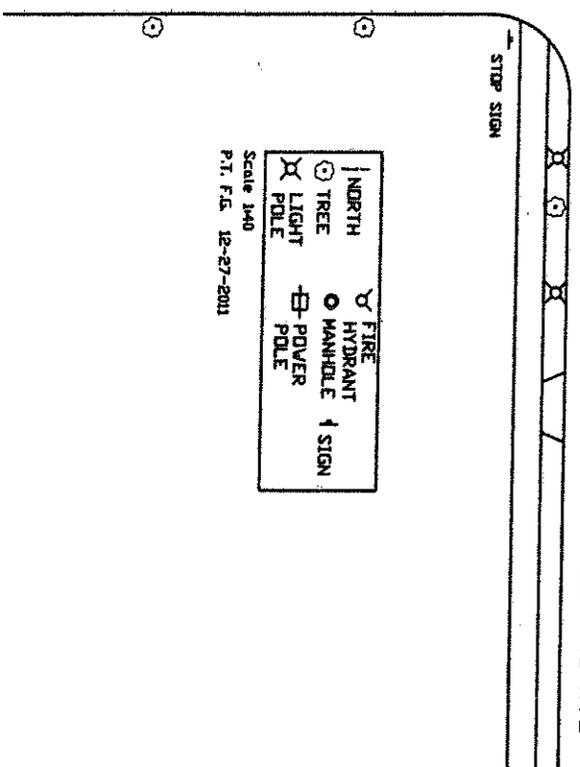
16. *School Trip Safety Program Guidelines*. Institute of Transportation Engineers.



Paul C. Box, P.E., is President of Paul C. Box Associates Inc. in Skokie, Ill. He is a Fellow of ITE.

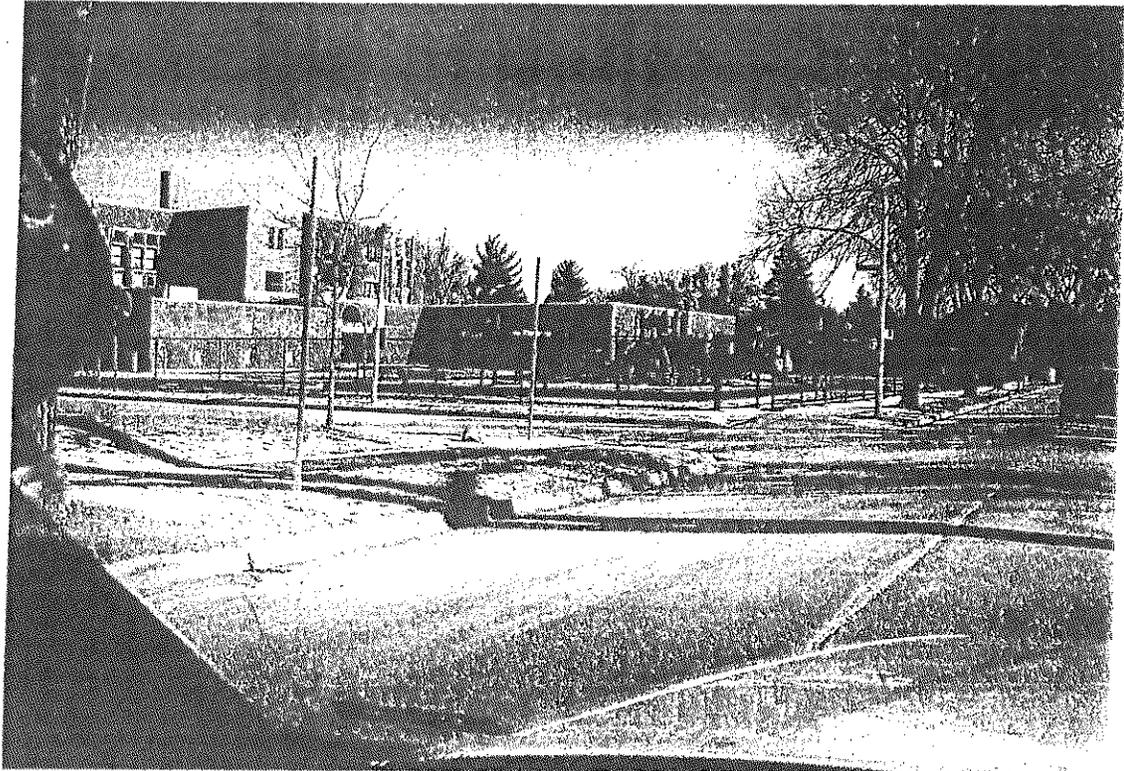


FAIRFIELD AVE



⊥	NORTH	⌢	FIRE HYDRANT	↑	SIGN
⊙	TREE	○	MANHOLE		
⊗	LIGHT POLE	⊞	POWER POLE		

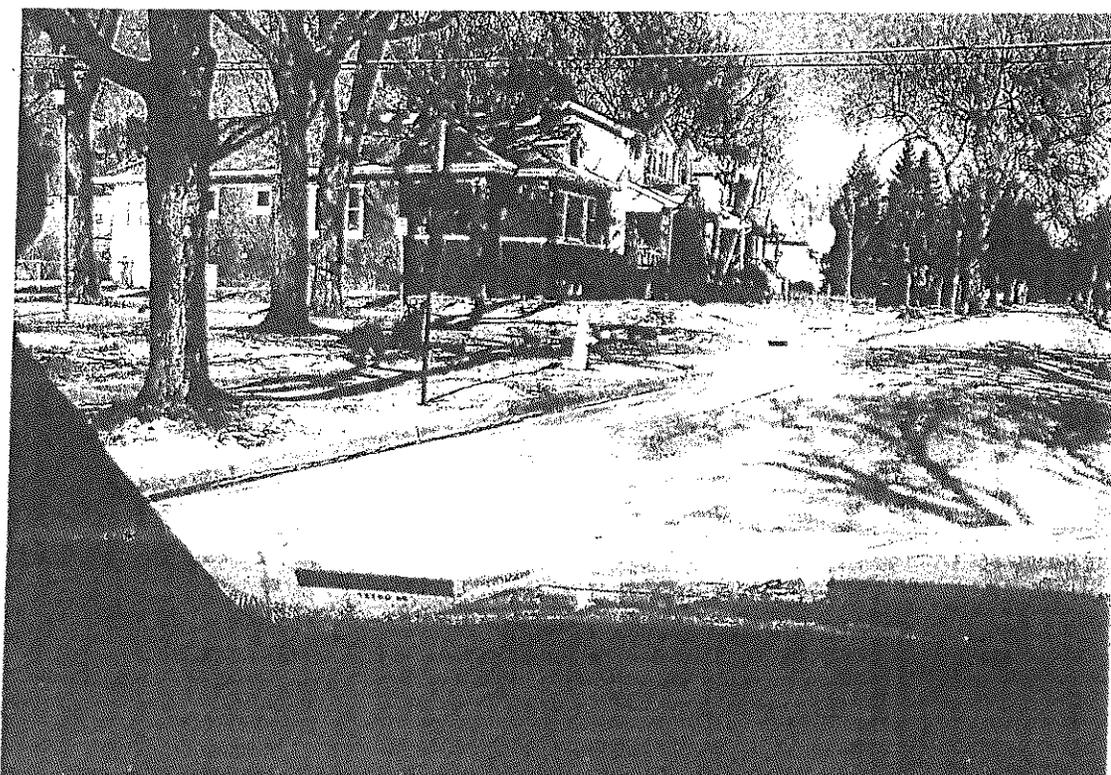
Scale 1/40
P.T. F.S. 12-27-2011



70' Eastbound Left



70' Eastbound Right



70' Northbound Left



70 Northbound Right



70' South bound Left



70' South bound Right



70' Westbound Left



70' Westbound Right



January 27, 2012

Dear Aldermen Healy and Levin,

For several years Lincoln Elementary School and the Lincoln Elementary PTA have been asking for two stop signs to be placed on the Vallette and Fairfield intersection to slow traffic down along Vallette. At our PTA meeting on Tuesday, January 24, 2012, the members voted unanimously in support of these stop signs.

Being the second largest elementary school in District 205 and not very far behind Hawthorne (we have 583 students; Hawthorne has 597), Lincoln has a large population of students traveling daily to school with their parents, caregivers, and younger siblings. We are also a "walking school," with no school buses, so every family either walks or drives daily. This is busy! Furthermore, Vallette is a thoroughfare that people use to get from York Road through all the way to Rex, and in that way is comparable to Madison Road in terms of being a link from east (York) to west (past Spring).

As a street that passes a school, Vallette is similar to Madison, Adams, Bryan and Van Buren. However, these other streets each have stop or yield signed spaced at least every 3 blocks, whereas the stretch of road passing Lincoln from Spring to Berkley on Vallette lasts four blocks. This means more traffic, faster traffic, and the road of choice for many drivers. Moreover, we are the only school in this comparison group that does not have a four-way stop at one of our corners. This remains true even though we have four active four-way intersections, unlike Jackson, which is protected on at least one side from traffic with a dead end at Swain Avenue.

Certainly we are putting our children at risk throughout the day and not just when traveling to and from school. There is a large playground steps away from the Vallette/Fairfield intersection that is utilized not only by Lincoln students throughout the school day and after school hours, but by local Elmhurst families with pre-schoolers and toddlers. One glance away from a parent to check on another child, and a little one could be in the street in seconds. A ball overthrown during lunch could be in the street in seconds. A stop sign would ensure that any oncoming motorists would be slowing down and paying more attention to alleviate any serious accidents.

Thank you both for attending our PTA meeting to address our traffic safety concerns around Lincoln. The members of the Lincoln PTA have strongly spoken, and it simply makes sense to put additional stop signs on Vallette at Fairfield to force drivers to stop every two blocks on this busy road adjacent to the school. We look forward to hearing about your results in response to our call to action.

Sincerely,

Paula L. Ciccarone
Lincoln Elementary School PTA President 2011-2012

Donna Revello
Lincoln Elementary School PTA President-Elect 2011-2012

**RESPONSE LETTER NOT TO BE SENT UNTIL COMMITTEE/COUNCIL
REVIEWS**

March xx, 2012

Kathleen Tomei
Lincoln School, Principal
565 S. Fairfield Avenue
Elmhurst, IL 60126

Dear Ms. Tomei:

Thank you for taking the time to contact the City concerning the issue of traffic and safety in the Lincoln School area. The City shares your concern and strives to maintain safe streets and neighborhoods in Elmhurst.

As you may or may not be aware, the placement of regulatory traffic signs is regulated by federal laws. These regulations have been developed through years of engineering study and are contained in the federal publication "The Manual on Uniform Traffic Control Devices" (MUTCD). The City's engineering staff must review all sign requests within these regulatory guidelines.

The Engineering Division has studied your request for four-way stop control at the intersection of Fairfield Avenue and Vallette Street. The study was done in accordance with the MUTCD. The manual outlines the requirements necessary for an intersection to merit the installation of yield and stop signs. Some factors considered are: the number of cars entering the intersection, obstructions to the driver's line of sight, and previous accident experience at the intersection. The intersection must meet the required warrants for the City to install traffic control signs. Studies have shown that the installation of unwarranted stop signs actually increases the potential for accidents by breeding contempt for them and thereby reducing compliance. They also install a false sense of security in motorists and pedestrians.

Accident reports were reviewed and it was found that the intersection of Fairfield Avenue and Vallette Street has had one accident within the past three years. It is important to note that this was not an accident correctable by the installation of additional stop signs. A visual inspection was also performed, and it was determined that no sight restrictions exist. The intersection falls short of the referenced warrants for the installation of additional stop signs, and so the City does not recommend their installation at this time.

This intersection is in close proximity to Lincoln School and is a part of the school's approved walking route. Staff recommends the installation of yellow supplemental plaques indicating "Cross Traffic Does Not Stop" to clarify the right of way and warn motorists that conflicting traffic will proceed through the intersection without stopping.

Your request also identified a safety concern to be speeding vehicles on Vallette Street. The City has conducted traffic counts and found 85th percentile speeds of 29 and 27 mph respectively for eastbound and westbound traffic. The City has several options available to address speeding concerns in residential neighborhoods. Staff recommends installation of the pole mounted radar unit along Vallette Street. This unit is typically mounted on a street light pole and displays the speed of passing cars below a sign indicating the legal speed limit. The unit remains in place for several days. It lets the intentional speeder know that "we're watching" and gives the unintentional speeder an awareness that they are breaking the law.

If there is a consistent time of day or specific speeding vehicle, the Police Department can be contacted to initiate a directed patrol. This is a unit that would be brought in to specifically to intercept a regular nuisance or control a recurring problem.

Again, the City would like to thank you for your sincere concern for the safety of motorists and pedestrians in the Lincoln School area and appreciates your patience in this resolving this matter. If you have any questions please feel free to contact me at 530-3122.

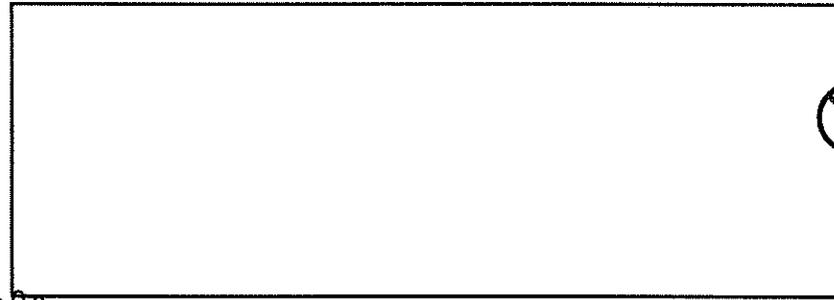
Sincerely,

Kimberly J. McGrew, P.E.
Civil Engineer

cc: Paula L. Ciccarone, Lincoln School PTA President
Donna Revello, Lincoln School PTA President-Elect

Prairie Path Ln.

No School Traffic



Montrose Ave. No School Traffic

No School Traffic

Left Turn Only



Drop-off/Pick-up Gr. 2-5

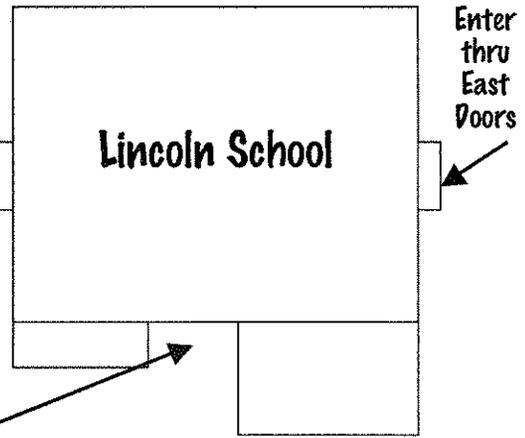


Drop-off/Pick-up Gr. K-1



Drop Off/
Pick Up
Traffic Map
2008-2009

Fairfield Ave.



Hillside Ave.

No School Traffic -
Use Crescent



Valette St.

Left Turn Only



*Older students with siblings in K-1 can enter through the East Doors.



**CITY OF ELMHURST
ELMHURST, ILLINOIS
60126**

TO : Millner, Fennell
FROM: City Clerk's Office

ITEM: REPORT - STOP, YIELD AND SPEED STUDIES REVIEW
PROCEDURE

At the 12/20/93 City Council Meeting the above named item
was ACCEPTED.

BY: Sue Vileikis
DATE: December 22, 1993

cc: Kubiesa, Wielebnicki



CITY OF ELMHURST
209 N. YORK STREET
ELMHURST, ILLINOIS 60126-2759
(708) 530-3000
FAX (708) 530-3014

THOMAS D. MARCUCCI
MAYOR
JANET S. EDGLEY
CITY CLERK
JAMES A. EKBLAD
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

December 13, 1993

TO: Mayor Marcucci and Members of the City Council

RE: Stop, Yield and Speed Studies Review Procedure

The Public Affairs and Safety Committee met on Monday, December 13, 1993 to discuss the procedure for reviewing requests for traffic related signage in the City of Elmhurst.

The City currently does not have a clear procedure or means of applying standard guidelines and engineering judgement in making determinations on traffic related signage. Because of the lack of a clear procedure, a sizeable backlog of traffic sign requests has developed. In order to clear the current backlog and deal timely and efficiently with future requests, the procedure contained herein was developed.

The key component of this procedure will be the adoption of the Manual On Uniform Traffic Control Devices (MUTCD). This is a document prepared by the Federal Highway Administration that provides nationally accepted criteria to determine warrants for traffic related signage.

In the future when the City receives a written request from a party concerned about a traffic problem they feel can be rectified by traffic sign, the City will send an acknowledgement of the concern to the requestor with an indication of when they may expect a determination. Then the following procedure will be followed:

1. A preliminary review will be conducted to determine if the concerns are valid. The preliminary review will consist of visually inspecting the site and noting any hazards or deficiencies in roadway alignment that may affect traffic movements.
2. Once it has been determined there may be valid concern, then a preliminary traffic study will be conducted. The preliminary study will consist of obtaining accident reports to determine if there is a history of traffic related problems in the area of interest. Accident history will be evaluated and compared against warrants contained in the MUTCD to determine if signage is needed or action is warranted.

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Elected Officials**

12-16-93

Page 2

TO: Mayor Marcucci and Members of the City Council
RE: Stop, Yield and Speed Studies Review Procedure

3. If there is a significant accident history in the area of concern but there is not enough accidents to warrant any action, then a full study will be conducted. A full study consists of taking traffic counts, conducting a speed study and visual observation during the times when most of the vehicle conflicts are experienced. Once again, this information will be evaluated against the warrants contained in the MUTCD to determine if any signage is needed or action is warranted.
4. If it is determined that action is warranted, a report detailing the recommended action will be presented to the Public Affairs and Safety Committee for consideration and possible issuance of a Committee report.
5. If the City Council approves the Committee report, the recommended action will be drafted into an ordinance, if required, and the Public Works Department will carry out the recommended action.

Once a determination is made regarding the area of concern the requestor will be notified of the results of the study or if action is warranted.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the above procedure and the warrant criteria and signage procedures in the Manual On Uniform Traffic Control Devices be adopted for all traffic related signage requests.

Respectfully submitted,

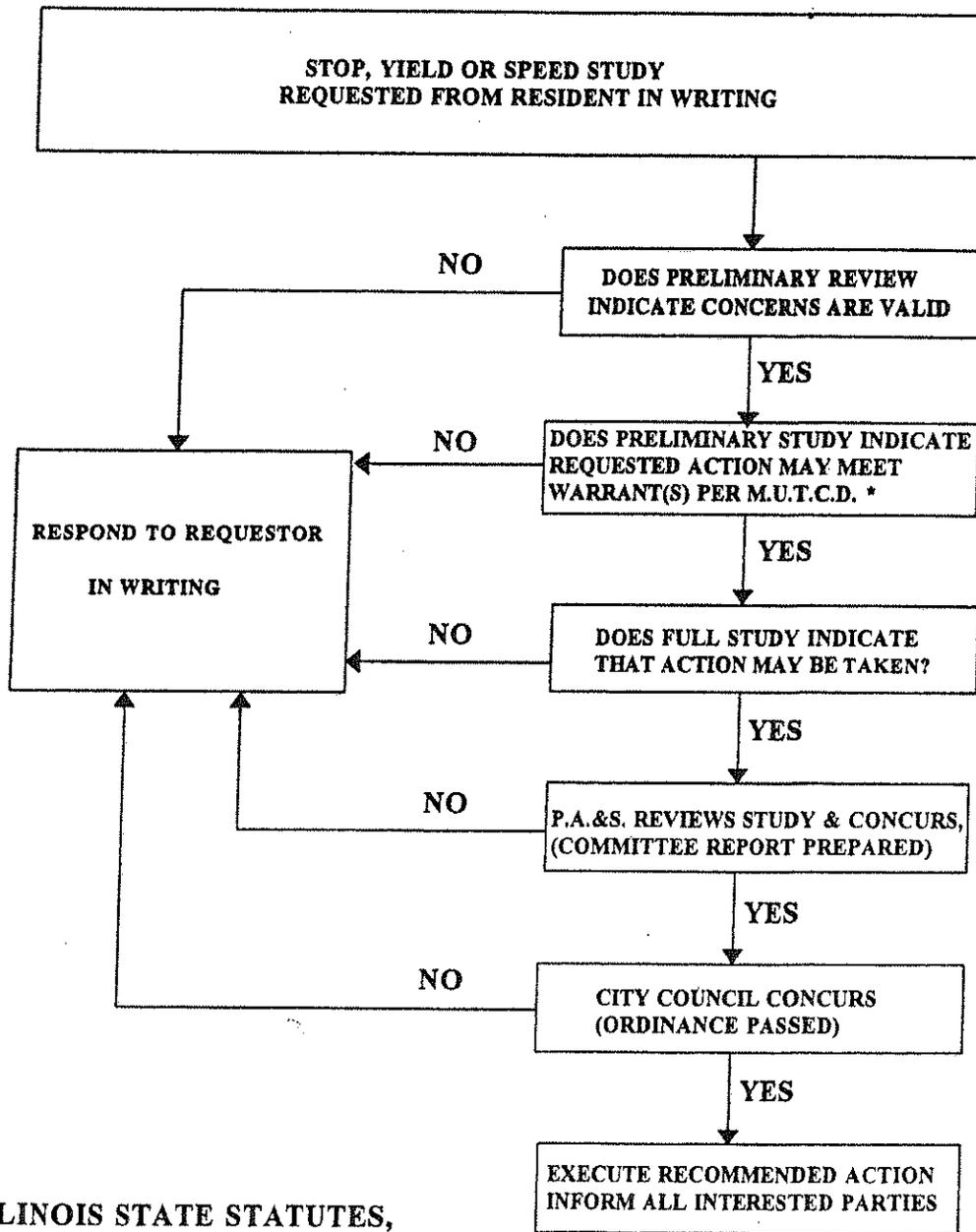
PUBLIC AFFAIRS AND SAFETY COMMITTEE

Susan J. Rose, Ph.D.
Susan J. Rose, Ph.D., Chairman P/S

Phillip D. Jordan, Jr.
Phillip D. Jordan, Vice Chairman

William E. Friberg / MCR
William E. Friberg

STOP, YIELD AND SPEED STUDIES
REVIEW PROCEDURE



* PER ILLINOIS STATE STATUTES,
TRAFFIC CONTROL SIGNS MUST
MEET WARRANTS IDENTIFIED IN
THE MANUAL OF UNIFORM TRAFFIC
CONTROL DEVICES (M.U.T.C.D.)



CITY OF ELMHURST

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

May 14, 2012

To: Mayor DiCianni and Members of the City Council

Re: Stop Sign Request – Fairfield Avenue and Vallette Street

The Public Affairs and Safety Committee met several times, most recently on May 14, 2012 to discuss changing the Fairfield Avenue and Vallette Street intersection from a two-way stop to a four-way stop. This study was implemented at the request of the neighborhood and Lincoln School.

Lincoln School is the second largest elementary school in District 205, with 583 students traveling daily to and from school with their parents, caregivers and younger siblings. The school is a "walking school", with no school buses.

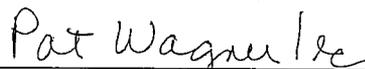
There is a playground steps away from the Vallette Street and Fairfield Avenue intersection that is utilized not only by Lincoln students throughout the school day and after school hours, but by local Elmhurst families with pre-schoolers and toddlers.

As a street that passes a school, Vallette Street stretches four blocks, from Berkley Avenue to Spring Road without a stop, creating a link from Berkley Avenue east to York Road. This means more traffic and the road of choice for many drivers.

After a review of the information provided by Lincoln School, the Public Affairs and Safety Committee has decided that due to the proximity of this intersection to Lincoln School and the nearby playground, the installation of a four-way stop would be the most suitable action.

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 on the east and westbound approaches to the intersection of Fairfield Avenue and Vallette Street.

Respectfully submitted,
Public Affairs and Safety Committee


Patrick Wagner, Chairman

Paula Pezza, Vice-Chairman

Michael Bram



CITY OF ELMHURST

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JAMES A. GRABOWSKI
CITY MANAGER

May 15, 2012

To: Mayor DiCianni and Members of the City Council

Re: Electric Aggregation

The Finance, Council Affairs and Administrative Services Committee met May 14, 2012, to continue discussion regarding the electric aggregation program (EAP).

As the City Council will recall, a draft Plan of Operation and Governance (POG) was approved for review and public comment in Public Hearings that were held Monday, April 23, 2012, and Monday, May 7, 2012. The Finance Committee has considered the public input received, and it is the consensus of the Finance Committee that the draft POG as originally presented (see attached) allows flexibility in providing a framework for the EAP now and in the future, reflecting the priorities of the Council over time with minimal revisions. In the interest of capturing favorable electric rates in the marketplace, the Finance Committee recommends suspending the rules to allow consideration of Ordinance O-23-2012, authorizing electric aggregation and adopting the POG. Approval of O-23-2012 will allow proposals from electric suppliers to be considered at a special Finance Committee meeting on Tuesday, May 22, 2012.

The City Council has designated the Finance Committee to review proposals from prospective electric suppliers and select the winning proposal by majority vote. The Finance Committee has reviewed three significant factors in addition to rates that will be considered in the selection process. One factor is termination fees. Some suppliers charge a fee, usually \$25, if a customer chooses to discontinue service after the program is in effect, after the opt-out period. Mr. David Hoover, the City's electric aggregation consultant from NIMEC, noted that about two-thirds do not have a termination fee, and he recommended that the Request for Proposals for electric supply be silent regarding termination fees, allowing the supplier to present the best program the supplier can offer. The Finance Committee concurred with Mr. Hoover's recommendation.

The second significant selection factor reviewed by the Finance Committee was renewable energy. Mr. Hoover informed the Committee that the current cost for 100% renewable energy is approximately one-tenth of one cent per kWh, or about \$10-\$12 per average household annually. After discussion, it was the consensus of the Finance Committee

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5/17/12

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May 15, 2012

To: Mayor DiCianni and Members of the City Council

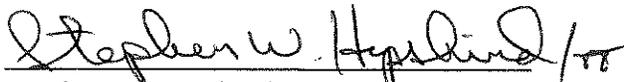
Re: Electric Aggregation

to recommend a target of 50% renewable energy. However, proposals will be solicited for 0%, 25%, 50% and 100% renewable energy for the Committee's review.

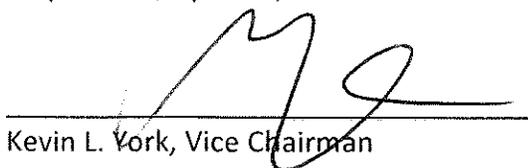
The third factor reviewed by the Finance Committee was the duration of contract. It was the consensus of the Committee to request proposals from energy suppliers for one, two and three year terms. The Committee also discussed the consultant fees. The City has contracted with NIMEC for a one year rate of \$0.0002 per kWh. Mr. Hoover will lower the rate to \$0.000135 per kWh for the second and third year if an energy contract term of greater than one year is selected. The blended rate for a two-year contact is \$0.0001675 per kWh and \$0.0001567 per kWh for a three-year contract. It was the consensus of the Finance Committee to recommend the blended rates for the electric aggregation consultant for longer term contracts.

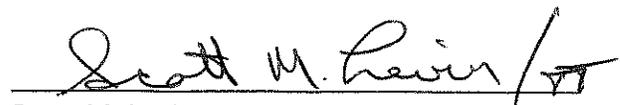
It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council approve suspension of the rules to allow consideration of Ordinance O-23-2012, authorizing electric aggregation and adopting the Electric Aggregation Plan of Operation and Governance. The Finance Committee further recommends that the Request for Proposals (RFP) for electric supply be silent regarding termination fees, that the RFP request quotes for 0%, 25%, 50% and 100% renewable energy, that the Finance Committee target 50% renewable energy, that one, two and three year rates are requested, and that the NIMEC fee be adjusted as stated above for one, two or three year contract terms.

Respectfully submitted,
FINANCE, COUNCIL AFFAIRS AND
ADMINISTRATIVE SERVICES
COMMITTEE


Stephen W. Hipskind, Chairman


Mark A. Mulliner


Kevin L. York, Vice Chairman


Scott M. Levin



CITY OF ELMHURST

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DAVID DYER
CITY TREASURER
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CITY MANAGER

May 15, 2012

TO: Mayor DiCianni and Members of the City Council
RE: Proposed North York Street Tax Increment Financing Redevelopment Plan and Project

The Development, Planning and Zoning Committee met on several occasions to discuss the proposed North York Tax Increment Financing District. Most recently, on May 14, 2012, the Committee discussed the draft North York Street Tax Increment Financing District Redevelopment Plan and Project prepared by Kane, McKenna and Associates.

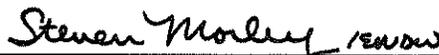
After thorough review, the Committee agreed that the North York Street Tax Increment Financing Plan and Project and accompanying Eligibility Report clearly indicate that the proposed TIF is necessary to encourage redevelopment in the defined area.

The next step in moving the proposed TIF area forward is the filing of the Redevelopment Plan and Project with the Elmhurst City Clerk's office for public review, and the implementation a TIF Public Hearing Resolution. The TIF Public Hearing Resolution will identify the time and place for the public hearing concerning the draft TIF Plan and Eligibility Report as well as the Joint Review Board meeting. The Public Hearing Resolution also authorizes City staff to prepare notices to residents and property owners as required by the TIF Act.

It is, therefore, the recommendation of the Development, Planning and Zoning Committee that the City Council direct the City Clerk to place on file in the Administration Office for public viewing, the draft North York Tax Increment Financing Redevelopment Plan and Project and accompanying Eligibility Report. The City Attorney is hereby directed to prepare a TIF Public Hearing Resolution authorizing the time and place for the public hearing.

Respectfully submitted,

DEVELOPMENT PLANNING AND ZONING COMMITTEE



Steven Morley, Chair



Dannee Polomsky, Vice Chair



Norman Leader, Alderman 2nd Ward

Copies To All
Elected Officials

05/17/2012

Draft Dated 05.15.12

**CITY OF ELMHURST
NORTH YORK STREET
TAX INCREMENT FINANCING
REDEVELOPMENT PLAN AND PROJECT**

Prepared By:

Kane, McKenna and Associates, Inc.

Prepared For:

The City of Elmhurst, Illinois

May 2012

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LIST OF EXHIBITS

Exhibit 1	-	Boundary Map
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Exhibit 3	-	Qualification Report
Exhibit 4	-	Existing Land Use Map
Exhibit 5	-	Proposed Land Use Map

I. INTRODUCTION

The City of Elmhurst (the “City”) is a mature community located in Du Page County, Illinois, adjacent to the Village of Bensenville on its north, the Villages of Northlake, Berkley and Hillside on its east, the Village of Oak Brook on its south, and the Village of Villa Park on its west.

The City was incorporated in 1882. The municipality has a population of 44,121 according to the 2010 Census. The City has vehicular access to Chicago and its greater metropolitan area via the Tri State Tollway (I-294), the extension of the Eisenhower Expressway (I-290) and the Reagan Tollway (I-88); as well as State Routes 20 (Lake Street), 38 (Roosevelt Road), 64 (North Avenue), and 83 (Kingery Highway). The City is also served by the Metra rail service (Union Pacific West commuter line) and PACE bus routes.

The City contains a diverse mix of industrial, commercial and residential uses. The City is essentially landlocked by bordering municipalities. Given limited opportunities for redevelopment, the City is focusing attention on areas that can increase the local tax base and provide non-residential revenues (including sales taxes) to the community. These conditions highlight the need to address redevelopment needs through appropriate planning processes.

The City currently utilizes its Comprehensive Plan including its Zoning Map and the City’s Zoning Ordinance (and any amendments thereto) to coordinate economic development. The City intends to attract and encourage light industrial, commercial and mixed use users to locate, upgrade, expand and/or modernize their facilities within the City as part of its ongoing economic development planning. A necessary strategy for the City in pursuing new mixed use, commercial, and industrial development will be to eliminate certain existing adverse conditions within some portions of the community, and to find new means to strengthen and further diversify the City’s tax base.

The area discussed in this Redevelopment Plan and Project is the proposed North York Street Redevelopment Project Area (the “Redevelopment Project Area”, the “RPA” or the “TIF District”). The RPA is a contiguous area the boundaries of which are approximately the parcels on the east and west sides of York Street from the alley south of Hahn Street on the South to North Avenue on the north. The Study Area continues north with frontage parcels located on the east and west sides of York Street from North Avenue on the south to Lake Street on the north. The Study Area continues north along only the east side of York Street from the north side of the I-290 right-of way to Crestview Avenue. At Crestview, the Study Area incorporates parcels on both the east and west sides of York street to Wrightwood Avenue; at Wrightwood, the Study Area includes parcels primarily on the west side of York Street to Grand Ave and four (4) Community Unit School District 205 parcels on the east side of York Street. In order to maximize lot depth from York Street throughout the Study Area, the RPA sometimes incorporates several parcels in addition to those fronting York Street and along the south side of Grand Avenue a total of 8 lots west of York Street are incorporated into the Study Area. Adjacent rights of way are also included.

The RPA is approximately one hundred twenty seven (127) acres in size excluding rights-of-way. The RPA includes approximately one hundred seventy seven (177) tax parcels according to the data available from the Assessor's offices of Du Page County, Addison Township, and York Township. A boundary map of the RPA is attached as Exhibit 1. The RPA is legally described in Section II.

The RPA consists primarily of commercial and industrial uses with limited institutional and residential uses. The area contains approximately one hundred fourteen (114) structures, of which approximately seventy eight (78), or sixty eight percent (68%), are thirty-five (35) years of age or older; and according to City, County and Township records fifty nine (59) of these structures were constructed between 1940 and 1970. There are approximately twenty three (23) inhabited residential units in the RPA.

The advanced age associated with many of these structures, as well as the site improvements and public infrastructure that surround them, has led to a high incidence of adverse conditions as defined by the TIF Act such as deterioration, obsolescence, and deleterious land use.

Additional conditions that contribute to negative influences within the RPA include excessive vacancies and lack of community planning which are evidenced throughout the area and have been documented pursuant to site visits by Kane, McKenna and Associates, Inc. (KMA), as well as City, County and Township records. These conditions also result in an overall lack of new private sector investment which is further evidenced by a lag in growth of the equalized assessed value (EAV) for the RPA when compared to the EAV growth for the rest of the City in four of the last five tax years.

On balance, the combination of these negative factors limits the opportunities for private reinvestment within and around the RPA. Such factors potentially suppress the value of future commercial development and weaken the potential for business growth limiting employment and contributing to the lack of sustained investment in the area.

If there is coordination of land uses by the City, using TIF Act authority, the RPA would become better positioned for redevelopment. Accordingly, under this Redevelopment Plan and Project and as part of its comprehensive economic development planning, the City intends to attract and encourage commercial, mixed use and industrial uses to locate, upgrade, expand and/or modernize their facilities within the City. Through the establishment of the RPA, the City would implement a program to redevelop key areas within the City; in so doing, it would stabilize the area, extend benefits to the community, and assist affected taxing districts over the long term.

A. The Redevelopment Plan

The City recognizes the need for implementation of a strategy to revitalize existing commercial and industrial properties within the boundaries of the RPA and to stimulate and enhance new commercial, industrial and mixed use development. Business retention and expansion are key components of the strategy to promote private development within strategically critical commercial areas of the City. The needed private investment in the RPA may only be possible if tax increment financing (TIF) is adopted pursuant to the Tax Increment Allocation Redevelopment Act of 65 ILCS Section 5/11-74.4 et seq., as amended (the "TIF Act" or the "Act"). Incremental property tax revenue generated by the development will play a decisive role in encouraging private development. Existing conditions, such as those associated with properties located within the RPA, that may have precluded intensive private investment in the past will be eliminated. Ultimately, the implementation of the Redevelopment Plan and Project will benefit the City and all the taxing districts, which encompass the area in the form of a significantly expanded tax base.

The designation of the area as a Redevelopment Project Area will allow the City to address area deficiencies including (but not limited to):

- Establishing a pattern of land-use activities that will increase efficiency and economic relationships, especially as such uses complement adjacent commercial land uses;
- Provision of roadway and traffic improvements within the area, including a comprehensive review of ingress and egress requirements that satisfy area circulation, parking and connections to major arterials;
- Entering into redevelopment agreements in order to further the redevelopment of Coordinating and providing adequate parking and separation of loading/unloading areas for all redevelopments;
- Improving area appearance through rehabilitation of structures, landscape, streetscape and signage programs;
- Coordinating land assembly in order to provide sites for more modern redevelopment plans; and
- Providing infrastructure that is adequate in relation to redevelopment plans.

The area on the whole would not reasonably be anticipated to be redeveloped in a coordinated manner without the adoption of the Redevelopment Plan and Project, herein. The City, with the assistance of KMA, has prepared this Redevelopment Plan and Project to use tax increment financing in order to address local needs and to meet redevelopment goals and objectives.

The adoption of this Redevelopment Plan and Project makes possible the implementation of a comprehensive program for the economic redevelopment of the RPA. By means of public investment, the RPA will become a more viable area that will attract private investment. The public investment will set the stage for the redevelopment of the area with private capital. This in turn will lead to the retention, expansion and attraction of commercial and mixed use development into the City in general and the RPA in particular.

Pursuant to the Act, the RPA includes only those contiguous parcels of real property and improvements thereon substantially benefited by the redevelopment project. Also pursuant to the Act, the area is not less in the aggregate than 1½ acres.

Through this Redevelopment Plan and Project, the City will serve as the central force for marshalling the assets and energies of the private sector for a unified cooperative public-private redevelopment effort. Ultimately, the implementation of the Redevelopment Plan and Project will benefit the City and all the taxing districts, which encompass the RPA in the form of a stabilized and expanded tax base, the retention of existing businesses, the creation of new businesses and the creation of new employment opportunities within the City as a result of induced private sector investment within the area.

B. Summary

The City, through legislative actions as required by the Act, finds:

- That the RPA as a whole has not been subject to growth and development through investment by private enterprise;
- That in order to promote and protect the health, safety, and welfare of the public, certain conditions that have adversely affected redevelopment within the RPA need to be addressed, and that redevelopment of such areas must be undertaken;
- To alleviate the adverse conditions, it is necessary to encourage private investment and enhance the tax base of the taxing districts in such areas by the development or redevelopment of certain areas;
- That public/private partnerships are determined to be necessary in order to achieve development goals;
- That the North York Street TIF Redevelopment Plan and Project (the “Plan” or “Redevelopment Plan and Project”) conforms to the Comprehensive Plan (including any amendments thereto);
- That without the development focus and resources provided for under the Act and as set forth in this Plan, growth and development would not reasonably be expected to be achieved; and
- That the use of incremental tax revenues derived from the tax rates of various taxing districts in the RPA for the payment of redevelopment project costs is of benefit to the taxing districts, because the taxing districts would not derive the benefits of an increased assessment base without addressing the coordination of redevelopment.

Additionally, the City finds that it may be useful, desirable, and necessary for the City to assemble land into parcels of sufficient size to encourage development consistent with current standards.

It is further found, and certified by the City, in connection to the process required for the adoption of this Plan pursuant to the Act, that the projected redevelopment of the RPA will not result in the displacement of ten (10) inhabited residential units or more, and that the RPA contains less than seventy-five (75) inhabited residential units. Therefore, this Plan does not include a Housing Impact Study as would otherwise be required.

The redevelopment activities that will take place within the RPA will produce benefits that are reasonably distributed throughout the RPA. Redevelopment of the RPA area is tenable only if a portion of the improvements and other costs are funded by TIF.

Pursuant to the Act, the RPA includes only those contiguous parcels of real property and improvements thereon substantially benefited by the redevelopment project. Also pursuant to the Act, the area in the aggregate is more than 1½ acres.

II. REDEVELOPMENT PROJECT AREA LEGAL DESCRIPTION

The Redevelopment Project Area legal description is attached in Exhibit 2.

III. REDEVELOPMENT PROJECT AREA GOALS AND OBJECTIVES

The following goals and objectives are presented for the RPA in accordance with the City's Comprehensive Plan, Zoning Ordinance and Zoning Map which are considered the City's comprehensive planning process (including any amendments thereto).

A. General Goals of the City

- 1) Encourage a complimentary and market driven series of commercial developments that are organized to provide a variety of goods and services throughout the community.
- 2) Encourage aesthetically pleasing and functionally well designed retail and commercial shopping area environments.
- 3) Expand and maintain a strong employment base in Elmhurst which expands the overall standard of living.
- 4) Strengthen the City's industrial base.
- 5) Improve Elmhurst's ability to attract and retain high quality employers.
- 6) Increase tax revenues for the City through the expansion of the tax base rather than through raising current tax rates
- 7) Maintain Elmhurst's high quality of infrastructure to support existing businesses and residential uses and encourage reinvestment.
- 8) Maintain and determine adequate parking facilities to serve land uses throughout the City.

B. Specific Objectives for the RPA

- 1) Encourage the redevelopment of obsolete and/or physically deteriorated industrial buildings.
- 2) Expand and improve existing roadways and infrastructure, where necessary, to serve parcels located within the RPA.
- 3) Provide for land assembly, site preparation, grading, and excavation, where necessary, of property located within the RPA.
- 4) When City financial resources are used to support economic development activities ensure that these funds are leveraged to maximize economic benefits for the City.

- 5) Ensure that new development is financially responsible for the proportionate share of City funded services and infrastructure investments that are required as a result of the development.
- 6) Coordinate redevelopment activities within the RPA in a manner that conforms to the fiscal and economic development policies of the City and its common interests with overlapping tax districts.
- 7) Identify viable reuse opportunities for existing structures and for parcels within the RPA.
- 8) Pursue opportunities for the reconfiguration of off street parking lots, structures and the establishment of shared parking agreements to meet parking demands within neighborhood commercial areas in a coordinated and efficient manner.
- 9) Require adequate buffering and screening between residential areas and adjacent commercial, industrial or institutional uses, including parking facilities and loading areas.

C. Redevelopment Objectives

The purpose of the RPA designation will allow the City to:

- 1) Assist in coordinating redevelopment activities within the RPA in order to provide a positive marketplace signal;
- 2) Reduce or eliminate the negative factors present within the area;
- 3) Accomplish redevelopment over a reasonable time period;
- 4) Provide for high quality public improvement projects within the RPA; and
- 5) Provide for an attractive overall appearance of the area.

The implementation of the Redevelopment Plan and Project will serve to improve the overall quality of life within the RPA and contribute to the economic development of the City as a whole.

IV. EVIDENCE OF THE LACK OF DEVELOPMENT AND GROWTH WITHIN THE RPA AND ASSESSMENT OF FISCAL IMPACT ON AFFECTED TAXING DISTRICTS

A. Evidence of the Lack of Development and Growth Within the RPA

As documented in Exhibit 3 of this Plan, the RPA has suffered from a lack of development and would qualify as a conservation area. In recent years, the area has not benefited from sustained private investment and/or redevelopment and instead has experienced physical and economic decline. Absent intervention by the City, properties within the RPA would not be likely to increase in market value.

The proposed RPA exhibits various conditions which, if not addressed by the City, would eventually worsen. For example, structures and site improvements reflect obsolescence, deterioration, excessive vacancies; deleterious layout; lack of community planning; and experienced a lag in the growth of the EAV when compared with the remainder of the City for four of the last five years. These various conditions discourage private sector investment in business enterprises.

B. Assessment of Fiscal Impact on Affected Taxing Districts

It is anticipated that the implementation of this Redevelopment Plan and Project will have a minimal financial impact on most of the affected taxing districts. In fact, the action taken by the City to stabilize and encourage growth of its tax base through the implementation of this Redevelopment Plan and Project will have a positive impact on the affected taxing districts by arresting inflation adjusted declines in assessed valuations.

Given that there is the potential for new industrial, commercial and mixed use development, the City has made allowances in this Redevelopment Plan and Project to provide the flexibility for distributions to such taxing districts and will follow the guidelines provided by the Act to compensate the districts at levels dictated by the precise increase in students. Additionally, should the City achieve success in attracting private investment which, though not anticipated, does result in the demonstrated need for increased services from any other taxing district, the City would consider declaring sufficient TIF related surpluses, which funds are neither expended or obligated for redevelopment activities, as provided by the Act, to assist such taxing districts in paying the costs for any increased services.

Any surplus Special Tax Allocation Funds, to the extent any surplus exists, will be proportionately shared, based on the appropriate tax rates for a given year, with the various taxing districts, including the City, after all TIF eligible costs either expended or incurred as an obligation by the City have been duly accounted for through administration of the Special Tax Allocation Fund to be established by the City as provided by the Act. The exception to this provision will be to the extent that the City utilizes TIF funding to assist in the redevelopment of residential units with the impact described above to the Elmhurst Community Unit School District 205 (District 205). In such cases, the City will provide funds to offset the costs incurred by District 205 in the manner prescribed by 65 ILCS Section 5/11-74.4.3(q)(7.5) of the Act.

V. **TIF QUALIFICATION FACTORS EXISTING IN THE REDEVELOPMENT PROJECT AREA**

A. **Findings**

The RPA was studied to determine its qualifications under the Tax Increment Allocation Redevelopment Act. It was determined that the area as a whole qualifies as a TIF District under Illinois law based upon conservation area factors. Refer to the Qualification Report, (Exhibit 3) which is attached as part of this plan.

B. **Eligibility Survey**

The RPA was evaluated, from time to time, over a period from October of 2011 through the date of this Redevelopment Plan and Project by representatives of KMA. Analysis was aided by certain reports obtained from the City of Elmhurst and other sources. In KMA's evaluation, only information was recorded which would directly aid in the determination of eligibility for the proposed North York Street Redevelopment Project Area.

VI. HOUSING IMPACT STUDY FINDINGS IN THE REDEVELOPMENT PROJECT AREA

Findings

The RPA was studied in order to determine if a housing impact study would need to be conducted pursuant to the TIF Act. The City has found that the area will not displace ten (10) or more residents and that the RPA contains less than seventy-five (75) inhabited residential units, thus a housing impact study is not required to be completed. If at a later date, the City does decide to dislocate more than ten (10) units or add seventy-five (75) or more inhabited residential units as part of an amendment, then the City must complete a housing impact study.

VII. REDEVELOPMENT PROJECT

A. Redevelopment Plan and Project Objectives

The City proposes to realize its goals and objectives of encouraging the redevelopment of the RPA and encouraging private investment through public finance techniques including, but not limited to, Tax Increment Financing:

- 1) By implementing a plan that provides for the retention and expansion of existing businesses, and the attraction of users to redevelop existing light industrial and commercial structures, as well as vacant parcels that are, or may become available, within the RPA.
- 2) By constructing public improvements which may include (if necessary):
 - i. Street and sidewalk improvements (including new street construction and widening of current streets);
 - ii. Utility improvements (including, but not limited to, water, stormwater management, flood control and sanitary sewer projects consisting of construction and rehabilitation);
 - iii. Signalization, traffic control and lighting;
 - iv. Off-street parking (if applicable);
 - v. Landscaping and beautification; and
 - vi. Public facilities
- 3) By entering into redevelopment agreements with developers for qualified redevelopment projects, including (but not limited to) the provision of an interest rate subsidy as allowed under the Act.
- 4) By providing for land assembly, site preparation, environmental remediation (if necessary), clearance, and demolition, including grading and excavation.
- 5) By the redevelopment of certain buildings through necessary rehabilitation and improvement of structures.
- 6) By exploring and reviewing job training programs in coordination with any City, federal, state, and county programs.
- 7) By entering into agreements with other public bodies for the development or construction of public facilities and infrastructure.

B. Redevelopment Activities

Pursuant to the foregoing objectives, the City will implement a coordinated program of actions, including, but not limited to, site preparation, clearance, acquisition, demolition, provision of public infrastructure and related public improvements, and rehabilitation of structures, if necessary.

Site Preparation, Clearance, and Demolition

Property within the RPA may be acquired and improved through the use of site clearance, excavation, environmental remediation or demolition prior to redevelopment. The land may also be graded and cleared prior to redevelopment.

Land Assembly and Relocation

Certain properties or interests in properties in the RPA may be acquired by purchase or the exercise of eminent domain. Properties owned or acquired by the City may be assembled and reconfigured into appropriate redevelopment sites. It is expected that the City would facilitate private acquisition through reimbursement of acquisition and related costs through the write-down of its acquisition costs. Such land may be held or disposed of by the City on terms appropriate for public or private development, including the acquisition of land needed for construction of public facilities or improvements. Relocation activities may also be undertaken by the City.

Public Improvements

The City may, but is not required to provide, public improvements in the RPA to enhance the immediate area and support the Redevelopment Plan and Project. Appropriate public improvements may include, but are not limited to:

- Improvements and/or construction of public utilities including extension of water mains as well as flood control and sanitary and storm sewer systems;
- Beautification, identification markers, landscaping, lighting, and signage of public right-of-ways; and
- Construction of new (or rehabilitation of existing) public facilities to allow for the redevelopment of the existing sites for new commercial or light industrial uses.

Rehabilitation

The City may provide for the rehabilitation of certain structures within the RPA in order to provide for the redevelopment of the area and conformance to City code provisions. Improvements may include exterior and facade related work as well as interior related work.

Interest Rate Write-Down

The City may enter into agreements with owners/developers whereby a portion of the interest cost of a construction, renovation or rehabilitation project is paid for on annual basis out of the Special Tax Allocation fund of the RPA, in accordance with the Act.

Job Training

The City may assist facilities and enterprises located within the RPA in obtaining job training assistance. Job training and retraining programs currently available from or through other governments include, but are not limited to:

- Federal programs;
- State of Illinois programs;
- Applicable local vocational educational programs, including community college sponsored programs;
- Other federal, state, county or non-profit programs that are currently available or will be developed and initiated over time.

C. General Land Use Plan

Existing land use generally consists of a mix of primarily industrial and commercial uses, and limited institutional and residential uses. Existing and proposed land uses are shown in Exhibits 4 and 5 attached hereto and made a part of this Plan. The proposed land uses will conform to the City's Comprehensive Plan (including any amendments thereto).

D. Additional Design and Control Standards for Community Development in the City of Elmhurst

The appropriate design controls, as set forth in the City's Comprehensive Plan, Zoning Ordinance and Building Codes (including any amendments thereto) shall apply to the RPA.

E. Estimated Redevelopment Project Costs

Redevelopment project costs mean and include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, as provided in the Act, and any such costs incidental to this Redevelopment Plan and Project. Private investments, which supplement "Redevelopment Project Costs", are expected to substantially exceed such Redevelopment Project Costs. Eligible costs permitted under the Act which may be pertinent to this Redevelopment Plan and Project include:

1. Costs of studies and surveys, development of plans and specifications, implementation and administration of the redevelopment plan including, but not limited to, staff and professional service costs for architectural, engineering, legal, marketing, financial, planning, or other special services, provided, however, that

no charges for professional services may be based on a percentage of the tax increment collected; except that after November 1, 1999, no contracts for professional services, excluding architectural and engineering services, may be entered into if the terms of the contract extend beyond a period of three (3) years. In addition, "redevelopment project costs" shall not include lobbying expenses;

- 1.1 After July 1, 1999, annual administrative costs shall not include general overhead or administrative costs of the municipality that would still have been incurred by the municipality if the municipality had not designated a redevelopment area or approved a redevelopment plan;
2. The cost of marketing sites within the redevelopment project area to prospective businesses, developers, and investors;
3. Property assembly costs, including, but not limited to, acquisition of land and other property, real or personal, or rights or interest therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to, parking lots and other concrete or asphalt barriers, and the clearing and grading of land;
4. Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures and leasehold improvements; and the costs of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment; including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification;
5. Costs of the construction of public works or improvements, including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification, except that on and after November, 1, 1999 redevelopment project costs shall not include the cost of constructing a new municipal public building principally used to provide offices, storage space, or conference facilities or vehicle storage, maintenance, or repair for administrative, public safety, or public works personnel and that is not intended to replace an existing public building as provided under paragraph (3) of subsection (q) of Section 11-74.4-3 unless either (i) the construction of the new municipal building implements a redevelopment project that was included in a redevelopment plan that was adopted by the municipality prior to the effective date of this amendatory Act of the 91st General Assembly or (ii) the municipality makes a reasonable determination in the redevelopment plan, supported by information that provided that basis for that determination, that the new municipal building is required to meet an increase in the need for public safety purposes anticipated to result from the implementation of the redevelopment plan;

6. Costs of job training and retraining projects including the costs of ‘welfare to work’ programs implemented by businesses located within the redevelopment project area;
7. Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued pursuant to the Act accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto;
8. To the extent the municipality by written agreement accepts and approves the same, all or a portion of a taxing district’s capital (and additional student tuition) costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the redevelopment plan and project;
9. For redevelopment project areas designated (or redevelopment project areas amended to add or increase the number of tax-increment-financing assisted housing units) on or after November 1, 1999 an elementary, secondary, or unit school district’s increased costs attributable to assisted housing units located within the redevelopment project area for which the developer or redeveloper receives financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the assisted housing sites necessary for the completion of that housing as authorized by the Act, and which costs shall be paid by the municipality from the Special Tax Allocation Fund when the tax increment revenue is received as a result of the assisted housing units and shall be calculated annually as follows:
 - a) for foundation districts, excluding any school district in a municipality with a population in excess of 1,000,000, by multiplying the district’s increase in attendance resulting from the net increase in new students enrolled in that school district who reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as authorized by the Act since the designation of the redevelopment project area by the most recently available per capita tuition cost as defined in Section 10-20.12a of the School Code less any increase in general State aid as defined in Section 18-8.05 of the School Code attributable to these added new students subject to the following annual limitations:

- (i) for unit school districts with a district average 1995-96 Per Capita Tuition Charge of less than \$5,900, no more than 25% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act;
 - (ii) for elementary school districts with a district average 1995-96 Per Capita Tuition Charge of less than \$5,900, no more than 17% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act; and
 - (iii) for secondary school districts with a district average 1995-96 Per Capita Tuition Charge of less than \$5,900, no more than 8% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act.
- b) For alternate method districts, flat grant districts, and foundation districts with a district average 1995-96 Per Capita Tuition charge equal to or more than \$5,900, excluding any school district with a population in excess of 1,000,000, by multiplying the district's increase in attendance resulting from the net increase in new students enrolled in that school district who reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as authorized by the Act since the designation of the redevelopment project area by the most recently available per capita tuition cost as defined in Section 10-20.12a of the School Code less any increase in general state aid as defined in Section 18-8.05 of the School Code attributable to these added new students subject to the following annual limitations:
- (i) for unit school district, no more than 40% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act;
 - (ii) for elementary school district, no more than 27% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act; and
 - (iii) for secondary school districts, no more than 13% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under the Act.

- c) Any school district in a municipality with a population of 1,000,000, additional restrictions apply.

Any school district seeking payment shall, after July 1 and before September 30 of each year, provide the municipality with reasonable evidence to support its claim for reimbursement before the municipality shall be required to approve or make the payment to the school district. If the school district fails to provide the information during this period in any year, it shall forfeit any claim to reimbursement for that year. School districts may adopt a resolution waiving the right to all or a portion of the reimbursement otherwise required by the Act. By acceptance of this reimbursement the school district waives the right to directly or indirectly set aside, modify, or contest in any manner the establishment of the redevelopment project area or projects;

10. For redevelopment project areas designated (or redevelopment project areas amended to add or increase the number of tax-increment-financing assisted housing units) on or after January 1, 2005, a public library district's increased costs attributable to assisted housing units located within the redevelopment project area for which the developer or redeveloper receives financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the assisted housing sites necessary for the completion of that housing as authorized by this Act shall be paid to the library district by the municipality from the Special Tax Allocation Fund when the tax increment revenue is received as a result of the assisted housing units. This paragraph applies only if (i) the library is located in a county that is subject to the Property Tax Extension Limitation Law or (ii) the library district is not located in a county that is subject to the Property Tax Extension Limitation Law but the district is prohibited by any other law from increasing its tax levy rate without a prior voter referendum.

The amount paid to a library district under this paragraph shall be calculated by multiplying (i) the net increase in the number of persons eligible to obtain a library card in that district who reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as authorized by this Act since the designation of the redevelopment project area by (ii) the per-patron cost of providing library services so long as it does not exceed \$120. The per-patron cost shall be the Total Operating Expenditures Per Capita as stated in the most recent Illinois Public Library Statistics produced by the Library Research Center at the University of Illinois. The municipality may deduct from the amount that it must pay to a library district under this paragraph any amount that it has voluntarily paid to the library district from the tax increment revenue. The amount paid to a library district under this paragraph shall be no more than 2% of the amount produced by the assisted housing units and deposited into the Special Allocation Fund.

A library district is not eligible for any payment under this paragraph unless the library district has experienced an increase in the number of patrons from the municipality that created the tax-increment-financing district since the designation of the redevelopment project area.

Any library district seeking payment under this paragraph shall, after July 1 and before September 30 of each year, provide the municipality with convincing evidence to support its claim for reimbursement before the municipality shall be required to approve or make the payment to the library district. If the library district fails to provide the information during this period in any year, it shall forfeit any claim to reimbursement for that year. Library districts may adopt a resolution waiving the right to all or a portion of the reimbursement otherwise required by this paragraph. By acceptance of such reimbursement, the library district shall forfeit any right to directly or indirectly set aside, modify, or contest in any manner whatsoever the establishment of the redevelopment project area or projects;

11. Relocation costs to the extent that the City determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law;
12. Payment in lieu of taxes;
13. Costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in the redevelopment project area; and (ii) when incurred by a taxing district or taxing districts other than the City, are set forth in a written agreement by or among the City and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Section 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Section 10-22.20a and 10-23.3a of the School Code;
14. Interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:
 - a) such costs are to be paid directly from the Special Tax Allocation Fund established pursuant to the Act;

- b) such payments in any one-year may not exceed 30% of the annual interest costs incurred by the developer with regard to the redevelopment project during that year;
- c) if there are not sufficient funds available in the Special Tax Allocation Fund to make the payment pursuant to this paragraph then the amounts so due shall accrue and be payable when sufficient funds are available in the Special Tax Allocation Fund;
- d) the total of such interest payments paid pursuant to the Act may not exceed 30% of the total (i) cost paid or incurred by the redeveloper for the redevelopment project plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to the Act;
- e) the cost limits set forth in subparagraphs (b) and (d) shall be modified for the financing of rehabilitated or new housing units for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act and the percentage of 75% shall be substituted for 30% in subparagraphs (b) and (d);
- f) Instead of the eligible costs provided by subparagraphs (b) and (d), as modified by this subparagraph, and notwithstanding any other provisions of the Act to the contrary, the municipality may pay from tax increment revenues up to 50% of the cost of construction of new housing units to be occupied by low-income households and very low-income households as defined in Section 3 of the Illinois Affordable Housing Act. The cost of construction of those units may be derived from the proceeds of bonds issued by the municipality under the Act or other constitutional or statutory authority or from other sources of municipal revenue that may be reimbursed from tax increment revenues or the proceeds of bonds issued to finance the construction of that housing. The eligible costs provided under this subparagraph (f) shall be an eligible cost for the construction, renovation, and rehabilitation of all low and very low-income housing units, as defined in Section 3 of the Illinois Affordable Housing Act, within the redevelopment project area. If the low and very low-income units are part of a residential redevelopment project that includes units not affordable to low and very low-income households, only the low and very low-income units shall be eligible for benefits under subparagraph (f).

The standards for maintaining the occupancy by low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, of those units constructed with eligible costs made available under the provisions of this subparagraph (f) shall be established by guidelines adopted by the municipality. The responsibility for annually documenting the initial occupancy of the units by low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, shall be that of the then current owner

of the property. For ownership units, the guidelines will provide, at a minimum, for a reasonable recapture of funds, or other appropriate methods designed to preserve the original affordability of the ownership units. For rental units, the guidelines will provide, at a minimum, for the affordability of rent to low and very low-income households. As units become available, they shall be rented to income-eligible tenants. The municipality may modify these guidelines from time to time; the guidelines, however, shall be in effect for as long as tax increment revenue is being used to pay for costs associated with the units or for the retirement of bonds issued to finance the units or for the life of the redevelopment project area, whichever is later;

15. If the redevelopment project area is located within a municipality with a population of more than 100,000, the cost of day care services for children of employees from low-income families working for businesses located within the redevelopment project area and all or a portion of the cost of operation of day care centers established by redevelopment project area businesses to serve employees from low-income families working in businesses located in the redevelopment project area. For the purposes of this paragraph, "low-income families" means families whose annual income does not exceed 80% of the municipal, county, or regional median income, adjusted for family size, as the annual income and municipal, county or regional median income are determined from time to time by the United States Department of Housing and Urban Development.
16. Unless explicitly stated herein the costs of construction of new privately owned buildings shall not be an eligible redevelopment project cost;
17. After November 1, 1999, none of the redevelopment project costs enumerated in this subsection shall be eligible redevelopment projects if those costs would provide direct financial support to a retail entity initiating operations in the redevelopment project area while terminating operations at another Illinois location within 10 miles of the redevelopment project area but outside the boundaries of the redevelopment project area municipality. For purposes of this paragraph, termination means a closing of a retail operation that is directly related to the opening of the same operation or like retail entity owned or operated by more than 50% of the original ownership in a redevelopment project area, but it does not mean closing an operation for reasons beyond the control of the retail entity, as documented by the retail entity, subject to a reasonable finding by the municipality that the current location contained inadequate space, has become economically obsolete, or was no longer a viable location for the retailer or serviceman;
18. No cost shall be a redevelopment project cost in a redevelopment project area if used to demolish, remove, or substantially modify a historic resource, after August 26, 2008, unless no prudent and feasible alternative exists. "Historic Resource" means (i) a place or structure that is included or eligible for inclusion on the National Register of Historic Places or (ii) a contributing structure in a district on the National Register of Historic Places. This restriction does not apply

to a place or structure for which demolition, removal, or modification is subject to review by the preservation agency of a Certified Local Government designated as such by the National Park Service of the United States Department of the Interior.

If a special service area has been established pursuant to the Special Service Area Tax Act or Special Service Area Tax Law, then any tax incremental revenues derived from the tax imposed pursuant to Special Service Area Tax Act or Special Service Area Tax Law may be used within the redevelopment project area for the purposes permitted by that Act or Law as well as the purposes permitted by the TIF Act.

Estimated costs are shown on the next page. Adjustments to these cost items may be made without amendment to the Redevelopment Plan and Project.

**CITY OF ELMHURST
NORTH YORK STREET REDEVELOPMENT PROJECT
ESTIMATED PROJECT COSTS**

<u>Program Actions/Improvements</u>	<u>Estimated Costs (A)</u>
1. Land Acquisition, Assembly Costs and Relocation Costs	\$15,000,000
2. Demolition, Site Preparation, Environmental Cleanup and Related Costs	15,000,000
3. Utility Improvements including, but not limited to water system, storm/flood control system, sanitary sewers and road and rights-of-way improvements	19,500,000
4. Public facilities (inclusive of approved capital costs for City and other tax districts)	15,000,000
5. Rehabilitation Programs	7,500,000
6. Interest Costs Pursuant to the Act	2,500,000
7. Planning, Legal, Engineering, Administrative and Other Professional Service Costs	11,625,000
8. Job Training	1,000,000
9. Potential Tuition Costs Pursuant to the Act	<u>\$2,000,000</u> ¹
TOTAL ESTIMATED PROJECT COSTS	\$89,125,000

(A) All project cost estimates are in year 2012 dollars. In addition to the above stated costs, any bonds issued to finance a phase of the Project may include an amount sufficient to pay customary and reasonable charges associated with the issuance of such obligations as well as to provide for capitalized interest and reasonably required reserves. Adjustments to the estimated line item costs above are expected. Each individual project cost will be reevaluated in light of the projected private development and resulting tax revenues as it is considered for public financing under the provisions of the Act. The line item amounts set forth above are not intended to place a not to exceed limit on the described expenditures as the specific items listed above are not intended to preclude payment of other eligible redevelopment project costs in connection with the redevelopment of the RPA, provided the amount of payments for the Total Estimated Project Costs shall not exceed the combined overall budget amount shown above. Adjustments may be made in line items within the total, either increasing or decreasing line item costs for redevelopment.

¹ See Section VII, sub-paragraphs E9.

Pursuant to the Act, the City may utilize net incremental property tax revenues received from other existing or future contiguous redevelopment project areas to pay eligible redevelopment project costs or obligations issued to pay such costs in the North York Street Redevelopment Project Area, and vice versa.

F. Sources of Funds to Pay Redevelopment Project Costs Eligible Under Illinois TIF Act

Funds necessary to pay for public improvements and other project costs eligible under the Act are to be derived principally from property tax increment revenues, proceeds from municipal obligations to be retired primarily with tax increment revenues and interest earned on resources available but not immediately needed for the Redevelopment Plan and Project.

“Redevelopment Project Costs” specifically contemplate those eligible costs set forth in the Act and do not contemplate the preponderance of the costs to redevelop the area. The majority of development costs will be privately financed, and TIF or other public sources are to be used, subject to approval by the City Council, only to leverage and commit private redevelopment activity.

The tax increment revenues, which will be used to pay debt service on the municipal obligations, if any, and to directly pay redevelopment project costs, shall be the incremental increase in property taxes attributable to the increase in the equalized assessed value of each taxable lot, block, tract or parcel of real property in the RPA over and above the initial equalized assessed value of each such lot, block, tract or parcel in the RPA in the 2011 tax year for the RPA.

Among the other sources of funds which may be used to pay for redevelopment project costs and debt service on municipal obligations issued to finance project costs are the following: certain local sales or utility taxes, special service area taxes, the proceeds of property sales, certain land lease payments, certain Motor Fuel Tax revenues, certain state and federal grants or loans, certain investment income, and such other sources of funds and revenues as the City may from time to time deem appropriate.

The Redevelopment Project Area would not reasonably be expected to be developed in a coordinated manner without the use of the incremental revenues provided by the Act.

The City may also direct incremental revenues from the North York Street Redevelopment Project Area to any existing or future contiguous redevelopment project areas for redevelopment activities in conformance with the provisions of the Act and it may also receive incremental revenues from any existing or future contiguous redevelopment project areas in order to further the redevelopment activities described in this Plan.

G. Nature and Term of Obligations to be Issued

The City may issue obligations secured by the Special Tax Allocation Fund established for the North York Street Redevelopment Project Area pursuant to the Act or such other funds as are available to the City by virtue of its home rule powers pursuant to the Illinois State Constitution.

Any and/or all obligations issued by the City pursuant to this Redevelopment Plan and Project and the Act shall be retired not more than twenty-three (23) years after the year of adoption of the ordinance approving the North York Street Redevelopment Project Area. However, the final maturity date of any obligations issued pursuant to the Act may not be later than twenty (20) years from their respective date of issuance. One or more series of obligations may be issued from time to time in order to implement this Redevelopment Plan and Project. The total principal and interest payable in any year on all obligations shall not exceed the amount available in that year or projected to be available in that year, may be payable from tax increment revenues and from bond sinking funds, capitalized interest, debt service reserve funds, and all other sources of funds as may be provided by ordinance.

Those revenues not required for principal and interest payments, for required reserves, for bond sinking funds, for redevelopment project costs, for early retirement of outstanding securities, and to facilitate the economical issuance of additional bonds necessary to accomplish the Redevelopment Plan and Project, may be declared surplus and shall then become available for distribution annually to taxing districts overlapping the RPA in the manner provided by the Act.

Such securities may be issued on either a taxable or tax-exempt basis, as general obligation or revenue bonds, with either fixed rate or floating interest rates; with or without capitalized interest; with or without deferred principal retirement; with or without interest rate limits except as limited by law; and with or without redemption provisions, and on such other terms, all as the City may determine.

H. Most Recent Equalized Assessed Valuation (EAV) of Properties in the Redevelopment Project Area

The most recent estimate of equalized assessed valuation (EAV) for tax year 2011 of the property within the RPA is approximately \$31,933,850.

I. Anticipated Equalized Assessed Valuation (EAV)

Upon completion of the anticipated private development of the North York Street Redevelopment Project Area over a twenty-three (23) year period, it is estimated that the equalized assessed valuation (EAV) of the property within the North York Street Redevelopment Project Area will be within a range of approximately \$105 million to \$ 150 million.

VIII. DESCRIPTION AND SCHEDULING OF REDEVELOPMENT PROJECT

A. Redevelopment Project

An implementation strategy will be employed with full consideration given to the availability of both public and private funding. It is anticipated that a phased redevelopment will be undertaken.

The Redevelopment Project will begin as soon as the private entities have obtained financing approvals for appropriate projects and such uses conform to the City's Comprehensive Plan (including any amendments thereto). Depending upon the scope of the development as well as the actual uses, the following activities may be included in each phase:

Land Assembly: Certain properties in the RPA may be acquired and assembled into an appropriate redevelopment site.

Demolition and Site Preparation: The existing improvements located within the RPA may have to be reconfigured or prepared to accommodate new uses or expansion plans. Demolition of certain parcels may be necessary for future projects. Additionally, the redevelopment plan contemplates site preparation, or other requirements necessary to prepare the site for desired redevelopment projects.

Rehabilitation: The City may assist in the rehabilitation of private or public facilities, buildings or site improvements located within the RPA.

Landscaping/Buffering/Streetscaping: The City may fund certain landscaping projects, which serve to beautify public properties or rights-of-way and provide buffering between land uses.

Water, Sanitary Sewer, Storm Sewer and Other Utility Improvements: Certain utilities may be extended or re-routed to serve or accommodate the new development. Upgrading of existing utilities may be undertaken. The provision of necessary detention or retention ponds may also be undertaken by the City. Utility services may also be provided or relocated in order to accommodate the renovation or expansion of buildings.

Public Infrastructure/Facility Improvements: Widening of existing road improvements and/or vacation of roads may be undertaken by the City. Certain secondary streets/roads may be extended or constructed. Related curb, gutter, and paving improvements could also be constructed as needed. Public facilities including parking areas may be constructed that would be available to the general public.

Utility services may also be provided or relocated in order to accommodate the renovation or expansion of buildings.

Traffic Control/Signalization: Traffic control or signalization improvements that improve access to the RPA and enhance its redevelopment may be constructed.

Public Safety Related Infrastructure: Certain public safety improvements including, but not limited to, public signage, public facilities, and streetlights may be constructed or implemented.

Interest Costs Coverage: The City may fund certain interest costs incurred by a developer for construction, renovation or rehabilitation of a redevelopment project. Such funding would be paid for out of annual tax increment revenue generated from the RPA as allowed under the Act.

Professional Services: The City may fund necessary planning, legal, engineering, administrative and financing costs during project implementation. The City may reimburse itself from annual tax increment revenue if available.

Potential Payments to School or Library Districts: The City may fund payments to School District 205 pursuant to the provisions of the Act.

B. Commitment to Fair Employment Practices and Affirmative Action

As part of any Redevelopment Agreement entered into by the City and any private developers, both will agree to establish and implement an honorable, progressive, and goal-oriented affirmative action program that serves appropriate sectors of the City. The program will conform to the most recent City policies and plans.

With respect to the public/private development's internal operations, both entities will pursue employment practices, which provide equal opportunity to all people regardless of sex, color, race or creed. Neither party will discriminate against any employee or applicant because of sex, marital status, national origin, age, or the presence of physical handicaps. These nondiscriminatory practices will apply to all areas of employment, including: hiring, upgrading and promotions, terminations, compensation, benefit programs and education opportunities.

All those involved with employment activities will be responsible for conformance to this policy and the compliance requirements of applicable state and federal regulations.

The City and private developers will adopt a policy of equal employment opportunity and will include or require the inclusion of this statement in all contracts and subcontracts at any level. Additionally, any public/private entities will seek to ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which all employees are assigned to work. It shall be specifically ensured that all on-site supervisory personnel are aware of and carry out the obligation to maintain such a working environment, with specific attention to minority and/or female individuals.

Finally, the entities will utilize affirmative action to ensure that business opportunities are provided and that job applicants are employed and treated in a nondiscriminatory manner. Underlying this policy is the recognition by the entities that successful affirmative action programs are important to the continued growth and vitality of the community.

C. **Completion of Redevelopment Project and Retirement of Obligations to Finance Redevelopment costs**

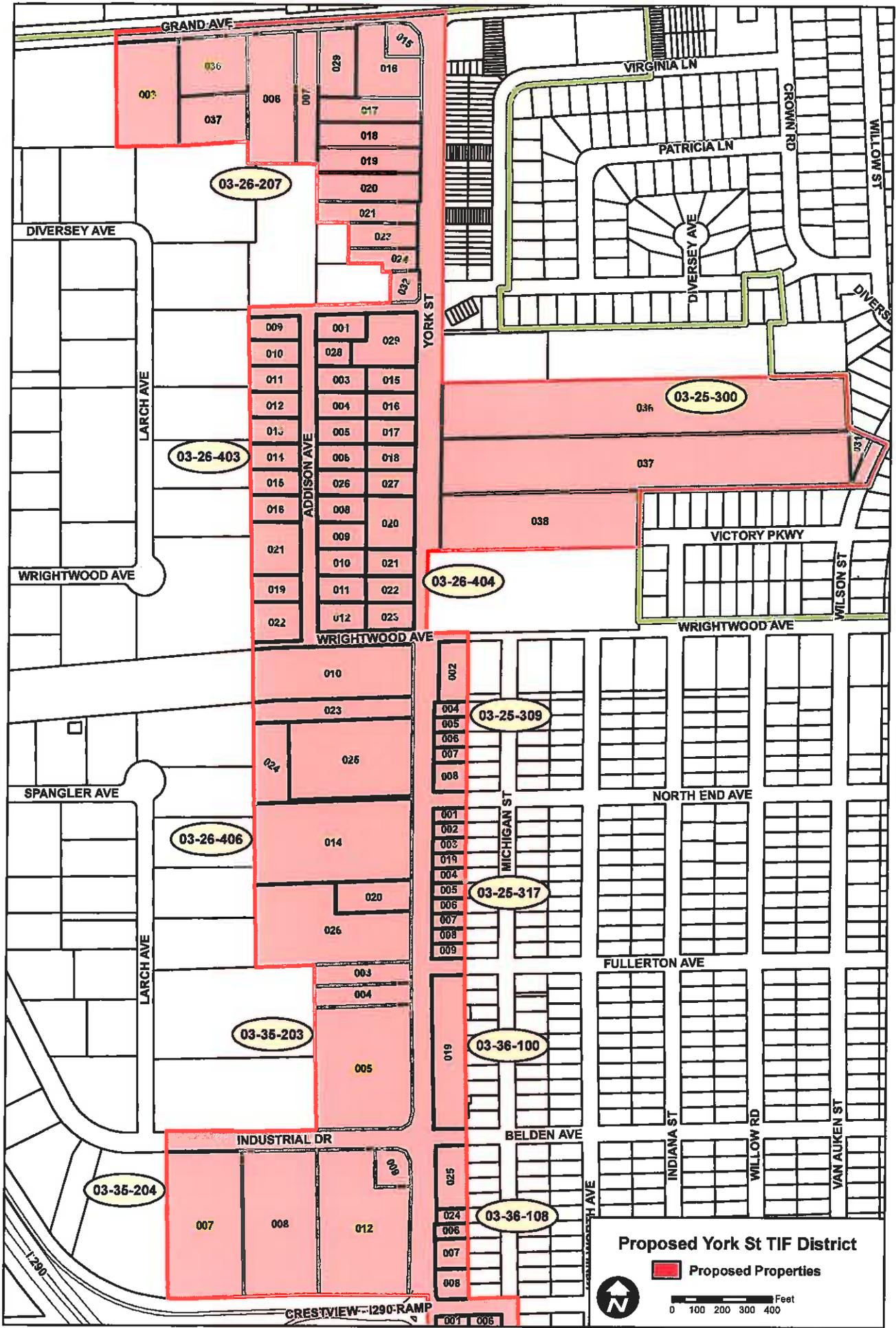
This Redevelopment Project and retirement of all obligations to finance redevelopment costs will be completed within twenty-three (23) calendar years after the year of adoption of an ordinance designating the North York Street Redevelopment Project Area. The actual date for such completion and retirement of obligations shall not be later than December 31 of the year in which the payment to the municipal treasurer pursuant to the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year after the year of the initial adoption of the ordinance approving the RPA.

IX. PROVISIONS FOR AMENDING THE TAX INCREMENT REDEVELOPMENT PLAN AND PROJECT

This Redevelopment Plan and Project may be amended pursuant to the provisions of the Act.

EXHIBIT 1

BOUNDARY MAP



GRAND AVE

003 036 008 007 029 018 015

037 017 018 019 020 021 022 023 024 025

03-26-207

DIVERSEY AVE

LARCH AVE

YORK ST

VIRGINIA LN

PATRICIA LN

CROWN RD

WILLOW ST

DIVERSEY AVE

009 010 011 012 013 014 015 016 021 019 022

ADDISON AVE

001 028 003 004 005 006 008 009 010 011 012

029 015 016 017 018 020 021 022 025

03-26-403

03-26-404

036 037 038

VICTORY PKWY

WILSON ST

WRIGHTWOOD AVE

010 023 024 025 014 020 026

03-26-406

002 004 005 006 007 008

03-25-309

001 002 003 019 004 005 006 007 008 009

03-25-317

019

03-36-100

SPANGLER AVE

WRIGHTWOOD AVE

NORTH END AVE

MICHIGAN ST

FULLERTON AVE

003 004 005

03-35-203

007 008 012

03-35-204

INDUSTRIAL DR

006

025 024 006 007 008

03-36-108

BELDEN AVE

INDIANA ST

WILLOW RD

VAN ALKEN ST

CRESTVIEW-1290-RAMP

001 006

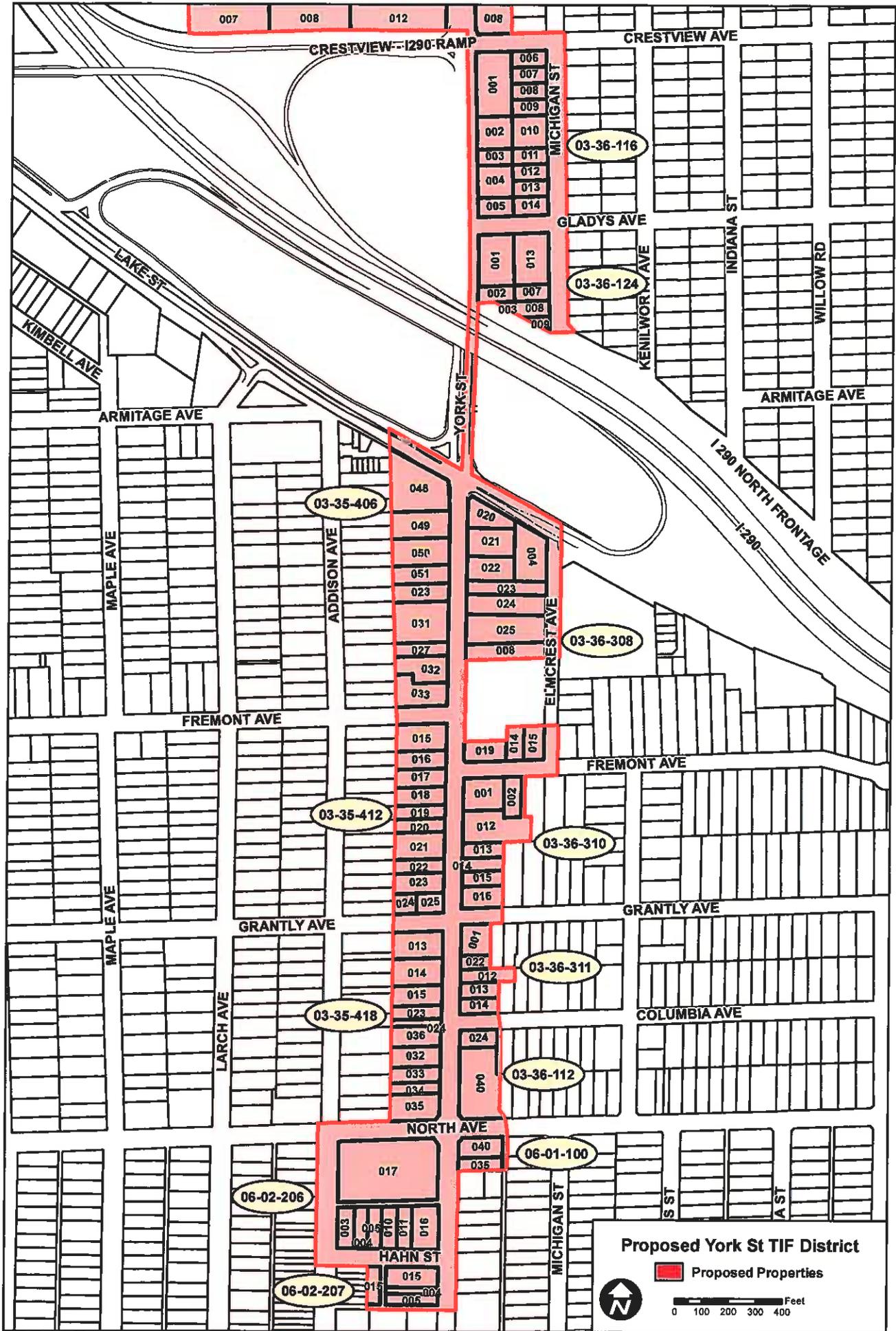


EXHIBIT 2
LEGAL DESCRIPTION

Elmhurst North York Street TIF Legal Description

That part of Sections 25, 26, 35 and 36 of Township 40 North, Range 11, East of the Third Principal Meridian and Section 2 of Township 39 North, Range 11, East of the Third Principal Meridian described as commencing at the intersection of the Northerly corporate boundary of Elmhurst, said Northerly boundary being the centerline of Grand Avenue, with the Westerly lot line, extended north, of Lot 75 in Elmhurst Industrial Park Unit No. 2, recorded as Document R65-24614 on July 9, 1965, for a place of beginning, thence Easterly along said centerline of Grand Avenue to the Easterly right-of-way line of York Street, thence Southerly along said Easterly right-of-way line to the North line of Lot 2 of York Gardens, recorded as Document 456519 on December 3, 1943, thence Easterly along said North lot line to the East line of said Lot 2, thence Southerly along said East line to the Northwest corner of Lot 11 in Block 3 of Country Club Highlands Subdivision Unit 3, recorded as Document 877616 on April 25, 1958, thence Southeasterly along the Northerly line of said Lot 11, extended, to the Easterly right-of-way line of Wilson Street, thence Southwesterly along said Easterly right-of-way line to its intersection with the North line, extended Easterly, of Lots 12 through 24, inclusive, in Block 3 of said Country Club Highlands Subdivision Unit 3, thence Westerly along said North line to the West Line of said Lot 24, thence Southerly along said West line, extended, to the South line of Lot 4 in said York Gardens, thence Westerly along said South line to the Easterly right-of-way line of York Street, thence Southerly along said Easterly right-of-way to the South lot line of York Meadows Condominiums, recorded as Document R80-05482 on January 22, 1980, thence Easterly along said South lot line to the East lot line, extended Northerly, of Lot 20 in Block 12 of H.O. Stone and Co.'s Elmhurst Addition, recorded as Document 161539 on December 20, 1922, thence Southerly along said East lot line, extended, to the South lot line of Lot 10 in Block 37 of said H.O. Stone and Co.'s Elmhurst Addition, said South lot line being the North right-of-way of Crestview Avenue, thence Easterly along said North right-of-way line to the East right-of-way line of Michigan Street, thence Southerly along said East right-of-way line to the South lot line of Lot 15 in Block 54 of said H.O. Stone and Co.'s Elmhurst Addition, thence generally Westerly along the Northerly right-of-way line of Interstate 290 to the East right-of-way line of York Street, thence Southerly along said East right-of-way line to the Northerly right-of-way line of Lake Street, thence Southeasterly along said Northerly right-of-way line to the East right-of-way line, extended Northerly, of Elmcrest Avenue, thence Southerly along said East right-of-way line to the North line, extended Easterly, of Lot 5 in Block 1 of Robertson's Addition to Elmhurst, recorded as Document 92032 on October 30, 1907, thence Westerly along said North lot line to the East right-of-way line of York Street, thence Southerly along said East right-of-way line 350 feet, thence Easterly 155 feet, thence Northerly 50 feet to the North line of Lot 7 in Block 1 of said Robertson's Addition to Elmhurst, thence Easterly along said lot line, extended, to the East right-of-way line of Elmcrest Avenue, thence Southerly along said East right-of-way line and right-of-way line extended, to the South right-of-way line of Fremont Avenue, thence Westerly along said South right-of-way line 120 feet, thence Southerly 150 feet, thence Easterly 25 feet, thence Southerly 90 feet to a point on the North line of Robertson's Second Addition to Elmhurst, recorded as Document 95683 on January 20, 1909, said point being 250 feet East of the Northwest corner of said Robertson's Second Addition to Elmhurst, thence Westerly along said North line to the East line of Lot 49 in said Robertson's Second Addition to Elmhurst, thence Southerly along said East lot line, extended, to the North line of Paul J. Lowe Resubdivision, recorded as Document R96-024157 on February 14, 1996, thence Westerly, thence Southerly, thence Easterly along said Paul J. Lowe Resubdivision to the East line of Lot 26 in said Robertson's Second Addition to Elmhurst, thence Southerly along said lot line to the North line of "A Resubdivision of Lots 1, 2, 23, 24 and the South 115 feet of Lots 25 and 26 of Robertson's Second Addition to Elmhurst", recorded as Document 111786 on

April 23, 1913, thence Westerly along said North line to the West line of Lot 11 in said Resubdivision, thence Southerly along said West line to the North right-of-way line of Columbia Avenue, thence Southeasterly to the Northwest corner of Lot 7 in said Resubdivision, thence Southerly 296.75 feet along the West line of Lots 7 and 8 in said Resubdivision, thence Southeasterly 38.83 feet to a point on the Northerly right-of-way line of North Avenue, said point being 22 feet Easterly of the Southwest corner of said Lot 8, thence Southeasterly to the Northwest corner of Lot 30 in Block 1 of Fairview Addition to Elmhurst, recorded as Document 110851 on February 7, 1913, thence Southerly along the West line of Lots 30 and 29 in said Block 1 to the South line, extended Easterly, of Lot 2 in said Block 1 of Fairview Addition, thence Westerly along said South line, and South line extended, to the East right-of-way line of York Street, thence Southerly along said East right-of-way line to the North line, extended Easterly, of Lot 25 in Hahn's Subdivision, recorded as Document 47483 on December 8, 1891, thence Westerly along said North lot line, extended, to the West line, extended Southerly, of Lot 16 in said Hahn's Subdivision, thence Northerly along said West lot line to the South right-of-way line of Hahn Street, thence Westerly along said South right-of-way line, extended, to the West right-of-way line of Addison Avenue, thence Northerly along said West right-of-way line to the Northerly right-of-way line of North Avenue, thence Easterly along said North right-of-way to the West line of Lot 7 in Block 1 of Albert D. Graue's Subdivision of North Elmhurst, recorded as Document 86803 on February 23, 1906, thence Northerly along said West line of Lot 7, extended, to the South right-of-way line of Fremont Avenue, thence Northwesterly to the Southwest corner of Lot 9 in North Elmhurst Third Addition to the Village of Elmhurst, recorded as Document 97862 on August 9, 1909, thence Northerly along the west line of Lots 9 and 8 of said North Elmhurst Third Addition to the Southwest corner of Lot 5 of "County Clerk's Assessment Division of Lots 1 and 2 of the Plat of North Elmhurst Third Addition to the Village of Elmhurst", recorded as Document 233179 on April 8, 1927, thence Northerly along the West line, and West line extended, of Lots 1 through 5, inclusive, in said County Clerk's Assessment Division to the Northerly right-of-way line of Lake Street, thence Southeasterly along said Northerly right-of-way line to the West right-of-way line of York Street, thence Northerly along said West right-of-way line to the South line of Elmhurst Industrial Park Unit No. 1, recorded as Document R65-2240 on January 22, 1965, thence Westerly along said South line to the West line of Lot 7 in said Elmhurst Industrial Park Unit No. 1, thence Northerly along said West lot line, extended, to the North right-of-way line of Industrial Drive, thence Easterly along said right-of-way line to the East line of Lot 31 in said Elmhurst Industrial Park Unit No. 1, thence Northerly along the East line of Lots 31 and 27 in said Elmhurst Industrial Park Unit No. 1 to the North line of said Lot 27, thence Westerly along said North line to the West line of Lot 26 in said Elmhurst Industrial Park Unit No. 1, thence Northerly along said East line, extended, to the Northeast corner of Lot 22 in said Elmhurst Industrial Park Unit No. 1, thence Northerly to the Southeast corner of York Grand Estates Unit Number One, recorded as Document 426473 on July 23, 1941, thence Northerly along the West line of said York Grand Estates Unit Number One, extended, to the Southwest corner of Lot 2 of Klefstad's Elmhurst Subdivision, recorded as Document R93-172175 on August 4, 1993, thence Easterly, thence Northerly, thence generally Westerly along said Klefstad's Elmhurst Subdivision to the Southeast corner of said Lot 75 in said Elmhurst Industrial Park Unit No. 2, thence Westerly along the South line of said Lot 25 to the Southwest corner, thence Northerly along the West line, and West line extended, of said Lot 75 to the place of beginning, all in DuPage County, Illinois.

Revised 05/04/12

EXHIBIT 3
TIF QUALIFICATION REPORT

**CITY OF ELMHURST
TIF QUALIFICATION REPORT
NORTH YORK STREET TIF DISTRICT**

A study to determine whether all or a portion of an area located in the City of Elmhurst qualifies as a conservation area as set forth in the definition in the Tax Increment Allocation Redevelopment Act of 65 ILCS Section 5/11-74.4-3, et seq., as amended.

Prepared For: City of Elmhurst, Illinois

Prepared By: Kane, McKenna and Associates, Inc.

May 2012

**CITY OF ELMHURST
QUALIFICATION REPORT
NORTH YORK STREET TIF DISTRICT
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EXHIBIT 1

Proposed TIF Boundary Map

EXHIBIT 2

Legal Description

I. INTRODUCTION AND BACKGROUND

In the context of planning for the North York Street proposed Redevelopment Project Area (the "RPA", or "Study Area") under the provisions of the Illinois "Tax Increment Allocation Redevelopment Act", Ch. 65 ILCS Section 5/11-74.4-1 *et. seq.* of the Illinois Compiled Statutes, as amended (hereinafter referred to as the "Act"), the City of Elmhurst (the "City") has authorized the study of the RPA in its entirety to determine whether it qualifies for consideration as a Tax Increment Financing District (the "TIF" or "TIF District"). Kane, McKenna and Associates, Inc. ("KMA") has agreed to undertake the study of the RPA.

The RPA is located in the north central portion of the City and consists primarily of commercial and industrial uses, with limited residential and institutional uses. The RPA is a contiguous area the boundaries of which are approximately the parcels on the east and west sides of York Street from the alley south of Hahn Street on the South to North Avenue on the north. The Study Area continues north with frontage parcels located on the east and west sides of York Street from North Avenue on the south to Lake Street on the north. The Study Area continues north along only the east side of York Street from the north side of the I-290 right-of way to Crestview Avenue. At Crestview, the Study Area incorporates parcels on both the east and west sides of York street to Wrightwood Avenue; at Wrightwood, the Study Area includes parcels primarily on the west side of York Street to Grand Ave and four (4) Community Unit School District 205 parcels on the east side of York Street. In order to maximize lot depth from York Street throughout the Study Area, the RPA sometimes incorporates several parcels in addition to those fronting York Street and along the south side of Grand Avenue a total of 8 lots west of York Street are incorporated into the Study Area. Adjacent rights of way are also included.

According to the data available from Du Page County, the Addison Township Assessor's office, and the York Township Assessor's Office the RPA is approximately one hundred twenty seven (127) acres in size excluding rights of way and contains approximately one hundred seventy seven (177) parcels including approximately one hundred fourteen (114) buildings with approximately twenty three (23) residential units. Sixty eight percent (68%) of the structures within the RPA are in excess of thirty-five (35) years in age.

The RPA exhibits characteristics of deterioration, vacancies, and obsolescence that are often indicative of properties that are extended well into their useful lives. As examined in November of 2011, approximately nineteen percent (19%) of the total square footage of existing commercial and industrial structures were vacant (210,600 square feet out of 1,074,000 square feet) according to data from the Addison Township Assessor's Office and the York Township Assessor's Office. Some of these vacancies have existed for several years or more.

Further, because much of the RPA was developed in an era before the City actively practiced modern land use planning, the RPA suffers from adverse impacts associated with a lack of community planning and deleterious land use and layout. The RPA did not have the benefit, over the last several decades, of developing under the guidelines of an economic development plan. The high-level of traffic along the North York Street corridor creates problematic ingress/egress within the RPA and requires the coordination of future parking needs. The RPA is also hindered by a lack of buffering between residential and commercial uses and the lack of modernized site improvements including internal circulation. Both conditions are further examples of the detrimental effects of unguided development.

The RPA is also hindered by a lack of adequately sized commercial lots in relation to present day planning standards and by inadequate loading and unloading areas due to the size of the lots and the presence of adjacent single family residential lots.

Finally, the growth of the equalized assessed valuation (EAV) of all the properties in the Study Area was found to lag behind the EAV growth of the remainder of the City for four of the last five tax years. The qualification factors discussed within this TIF Qualification Report (the "Report") qualify the RPA as a conservation area, as that term is hereinafter defined pursuant to 65 ILCS 5/11-74.4-3 et. seq., as amended.

Many of the surface improvements within the Study Area were found to have varying degrees of deterioration. Sidewalks, streets, driveways, and parking lots exhibited significant cracking and uneven surfaces. In addition several buildings exhibited missing or cracked mortar, the need for repairs to exterior siding/fascia and frame components.

The City believes that the RPA can be a candidate for redevelopment if the qualification factors discussed in this report are mitigated. Further, the City believes that the use of TIF can mitigate these negative obstacles that currently impede redevelopment. Further from a planning standpoint, the redevelopment of the North York RPA compliments efforts in the Downtown and expands the ability of the City to unify and coordinate efforts along York Street extending north to the City's boundaries.

The City does not plan to dislocate ten (10) or more inhabited residential units as part of this redevelopment effort and the RPA contains less than seventy-five (75) inhabited residential units. As such, pursuant to the TIF Act, as amended, the City is not required to prepare a housing impact study. If at some point in the future, the City dislocates more than ten (10) inhabited residential units, or amends the RPA to include more than seventy-five (75) inhabited residential units then the City must amend this document and complete a housing impact study.

Objectives

The City's redevelopment objectives propose to ameliorate to the extent possible the negative impact of the qualification factors which are prevalent in much of the Study Area and enhance retail, commercial and mixed use opportunities where appropriate. To achieve these objectives the City proposes the following guidelines:

- To encourage redevelopment within the RPA that will address the piecemeal development practices, older building conditions and vacancies, and attract new land uses which are consistent with the existing uses and provide an enhanced tax base to support the entire City;
- To implement coordinated development/design practices as set forth in the City's Comprehensive Plan;
- To assist site assembly and preparation in order to provide for the reuse of properties for this stated purpose;
- To coordinate area parking facilities and to improve access to site; and
- To install the necessary infrastructure improvements for improved ingress and egress and loading and unloading areas, and buffering to single family residential uses for the commercial areas and support proposed new development in accordance with modern planning standards.

The City's general economic development goals are to enhance commercial and mixed use opportunities within the City and the RPA. Given the City's goals as well as the conditions described in this Report, the City has made a determination that it is highly desirable to promote the redevelopment of the RPA. Without an implementation plan for redevelopment, City officials believe current conditions will worsen. The City intends to create and implement such a plan in order to restore, stabilize and increase the economic base associated with the RPA which will not only increase tax revenues associated with the RPA but also benefit the community as a whole.

Because of the conditions observed in the RPA and the required coordination of future land uses, the City enthusiastically supports the foregoing redevelopment objectives. The City has determined that redevelopment should take place through the benefit and guidance of comprehensive planning for economic development controlled by the City. Through this coordinated effort, the RPA is expected to improve. Development barriers, inherent with current conditions within the RPA, which impede economic growth under existing market standards, are expected to be eliminated.

The City has further determined that redevelopment currently planned for the RPA may only be feasible with public finance assistance. The creation and utilization of a TIF redevelopment plan is intended by the City to help provide the assistance required to eliminate conditions detrimental to successful redevelopment of the RPA.

The use of TIF relies upon induced private redevelopment in the RPA creating higher real estate value that would otherwise decline or stagnate without such investment. The result of such investment will lead to increased property taxes compared to the previous land-use (or lack of use). In this way the existing tax base for all tax districts is protected and a portion of future increased taxes are pledged to attract the needed private investment.

II. QUALIFICATION CRITERIA USED

With the assistance of City staff, Kane, McKenna and Associates, Inc. examined the RPA initially in the spring and early summer of 2011 and from October of 2011 to the date of this report, and reviewed information collected for the RPA to determine the presence or absence of appropriate qualifying factors listed in the Act. The relevant sections of the Act are found below.

The Act sets out specific procedures, which must be adhered to in designating a redevelopment project area. By definition, a “Redevelopment Project Area” is:

“an area designated by the municipality, which is not less in the aggregate than 1 ½ acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as a blighted area or a conservation area, or a combination of both a blighted area and conservation area.”

Under the Act, “Conservation Area” is defined as any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which fifty percent (50%) or more of the structures in the area have an age of thirty-five (35) years or more. Such an area is not yet a blighted area, but because of a combination of three (3) or more of the following factors, may be considered as a Conservation Area:

- (A) Dilapidation: An advanced state of disrepair or neglect of necessary repairs to the primary structural components of building or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.
- (B) Obsolescence: The condition or process of falling into disuse. Structures have become ill suited for the original use.
- (C) Deterioration: With respect to buildings, defects including, but not limited to major defects in the secondary building components such as doors, windows, porches, gutters and downspouts and fascia. With respect to surface improvements, the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking and surface storage areas evidence deterioration, including, but limited to, surface cracking, crumbling, potholes, depressions, loose paving material and weeds protruding through paved surfaces.
- (D) Presence of Structures Below Minimum Code Standards: All structures that do not meet the standards of zoning, subdivision, building, fire and other governmental codes applicable to property, but not including housing and property maintenance codes.
- (E) Illegal Use of Individual Structures: The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.
- (F) Excessive Vacancies: The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent or duration of the vacancies.

(G) Lack of Ventilation, Light, or Sanitary Facilities: The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refer to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.

(H) Inadequate Utilities: Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines and gas, telephone and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area; (ii) deteriorated, antiquated, obsolete or in disrepair; or (iii) lacking within the redevelopment project area.

(I) Excessive Land Coverage and Overcrowding of Structures and Community Facilities: The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking or inadequate provision for loading service.

(J) Deleterious Land-Use or Layout: The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses or uses considered to be noxious, offensive or unsuitable for the surrounding area.

(K) Environmental Clean-Up: The proposed redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for the clean-up of hazardous waste, hazardous substances or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.

(L) Lack of Community Planning: The Proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards or other evidence demonstrating an absence of effective community planning.

(M) Lag in EAV: The total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years for which information is available, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years for which information is available.

III. THE PROPOSED RPA

The RPA is located in the north central portion of the City and consists primarily of commercial and industrial uses, with limited residential and institutional uses. The RPA is a contiguous area the boundaries of which are approximately the parcels on the east and west sides of York Street from the alley south of Hahn Street on the South to North Avenue on the north. The Study Area continues north with frontage parcels located on the east and west sides of York Street from North Avenue on the south to Lake Street on the north. The Study Area continues north along only the east side of York Street from the north side of the I-290 right-of way to Crestview Avenue. At Crestview, the Study Area incorporates parcels on both the east and west sides of York street to Wrightwood Avenue; at Wrightwood, the Study Area includes parcels primarily on the west side of York Street to Grand Ave and four (4) Community Unit School District 205 parcels on the east side of York Street. In order to maximize lot depth from York Street throughout the Study Area, the RPA sometimes incorporates several parcels in addition to those fronting York Street and along the south side of Grand Avenue a total of 8 lots west of York Street are incorporated into the Study Area. Adjacent rights of way are also included.

The RPA consists of approximately one hundred fourteen (114) buildings and approximately one hundred seventy seven (177) tax parcels. The RPA is approximately one hundred twenty seven (127) acres in size excluding rights of way and includes approximately twenty three (23) inhabited residential units. The RPA is comprised predominantly of commercial and industrial uses.

The RPA described herein meets the eligibility requirements for designation as a Conservation Area under the Act. All of the parcels were examined to determine the number of structures aged thirty-five (35) years or greater, as required under the Conservation Area criteria of the Act. It was determined by site surveys, Du Page County, Addison Township Assessor, and York Township Assessor data and City input that sixty eight percent (68%) of the structures in the RPA were thirty-five (35) years or greater. Furthermore, the RPA as a whole was found to evidence six (6) additional qualification factors. The minimum required for a finding of a Conservation Area is that over fifty percent (50%) of the improved structures are thirty-five (35) years old or greater and the existence of three (3) qualification factors dictated by the Act.

It was further found that the required qualifying factors are reasonably distributed throughout the RPA. KMA and the City reserve the right to make additional findings in connection with this report prior to the adoption of the TIF District. Thus, the report is subject to revisions to the extent such revisions are allowable prior to any action by the City to adopt the TIF District, as permitted in accordance with the Act.

IV. METHODOLOGY OF EVALUATION

In evaluating the RPA's potential qualification as a TIF District, the following methodology was utilized:

- 1) Site surveys of the RPA were undertaken by representatives from KMA. Site surveys were completed for each parcel within a block (based upon Sidwell blocks), within the area.
- 2) Exterior evaluation of structures was completed noting such conditions as deterioration, obsolescence, excessive vacancies, and deleterious land use and layout. Additionally, 2006 through 2011 tax information from the Du Page County Clerk's Office, Sidwell parcel tax maps, site data, local history (discussions with City officials and staff), and an evaluation of area-wide factors that have affected the RPA's development (e.g., lack of community planning, and lag in equalized assessed value) were reviewed. KMA studied the RPA in its entirety. City redevelopment goals and objectives for the RPA were also reviewed with City staff. A photographic recording and analysis of the RPA was conducted and was used to aid this evaluation.
- 3) Existing structures and site conditions were initially surveyed only in the context of checking, to the best and most reasonable extent available, qualification factors of specific structures and site conditions on the parcels.
- 4) The RPA was examined to determine the applicability of age, plus the thirteen (13) other qualification factors for TIF designation as a Conservation Area under the Act. Evaluation was made by reviewing the information from the site surveys and other relevant information collected for the RPA and determining how it measured when evaluated against the qualification factors.

V. QUALIFICATION OF PROPOSED RPA/FINDINGS OF ELIGIBILITY

Based upon KMA's evaluation of parcels in the Study Area and analysis of each of the eligibility factors summarized in Section II, the following factors are present to support qualification of the proposed TIF District as a Conservation Area. These factors are found to be clearly present and reasonably distributed throughout the Study Area, as required under the TIF Act. In addition to age at least three other qualifying factors must be present to a meaningful extent throughout the RPA.

A. Threshold Qualification

Age. Based upon site surveys; and Du Page County, Addison Township, and York Township data, approximately sixty eight percent (68%) (approximately 78 of the 114) of the structures in the RPA were found to be thirty-five (35) years of age or older.

B. Other Conservation Factors (must include three or more factors)

1. Obsolescence. The Act states that obsolescence is the condition or process of falling into disuse or structures that have become "ill-suited" for their original use. The RPA exhibits both functional and economic obsolescence.

Functional obsolescence is exhibited in part by a number of the retail/commercial tenant spaces which are currently vacant. Age of the existing structures adds to this finding as well as the fact that most tenant spaces along York Street lack adequate access for separate loading and unloading areas and adequate parking. Generally, the existing loading and unloading activities are currently combined with the ingress and egress of customers due to shallow lot sizes or requirements for parking. Multiple curb cuts are present along the Study Area; this condition increases the likelihood of slowing traffic flow on York Street as well as increased accidents.

York Street between Grand Avenue and I-290 generates an average daily traffic count of 23,000 vehicles and between I-290 and North Avenue an average daily traffic count of 18,300 vehicles according to the most recent data posted by the Illinois Department of Transportation on its website. This is one of the highest traffic counts within the City. In 2010 there were 129 vehicle accidents along York Street in the RPA.

The combination of the above referenced factors could limit the ability of mid to large size retailers from locating in the corridor. The combination of potential sites for redevelopment could help to alleviate these concerns, in conjunction with traffic circulation improvements potentially financed with incremental revenues.

Economic obsolescence is demonstrated by higher than average vacancy rates, the age of structures, and the lag in the growth of EAV for the Study Area when compared with the rest of the City (each of these factors is discussed separately below). This condition also has the potential to cause a negative spill over for the surrounding area and may deter other property owners from reinvesting in their own properties.

2. Deterioration. The Act defines deterioration with respect to buildings defects, including but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters and downspouts and fascia. With respect to surface improvements, the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking and surface storage areas may evidence deterioration, including, but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material and weeds protruding through paved surfaces.

Approximately fifty four percent (54%) of the parcels displayed signs of deteriorated conditions including, but not limited to, damaged fascias, doors, windows, and entryways, rotting wood, and missing mortar which require repairs, upgrades and replacement. In addition, surface cracking of pavement areas, potholes and depressions in roadway and parking areas, weeds protruding through paved and concrete areas and loose gravel in parking areas and driveways for many of the parcels.

3. Excessive Vacancies. The Act defines excessive vacancies as the presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent or duration of the vacancies.

The Study Area contains one hundred fourteen (114) structures. Approximately twenty four (24) commercial and industrial buildings were vacant or partially vacant including approximately 210,600 square feet or nineteen percent (19%) of total commercial and industrial building square footage. Two of the vacancies (former auto related uses) are prominently located and comprise approximately 9.6 acres. Other vacancies are scattered throughout the area, but again are located along highly travelled York Street.

Prominent buildings within the TIF District that are completely or largely vacant include the following:

- The former Elmhurst Ford dealership;
- The former Elmhurst Lincoln Mercury dealership;
- The former AT&T store;
- Vacant restaurant at 476 N. York St.;
- Vacant auto related use at 856 N. York St.;
- Interspersed vacancies associated with office buildings and retail strip outlets; and
- Office space located on Industrial Drive (west of York Street)

Moreover, the buildings have been unoccupied for a lengthy duration; that is, they do not appear to be recently vacated pending a routine real estate transaction, but according to City staff, they have remained unoccupied for a substantial period of time.

In addition, the larger vacant buildings and adjacent surface improvements generally exhibit deterioration and appear to be not well maintained as occupied spaces within the Study Area. They appear to suffer from disinvestment whereby the current owners have chosen not to maintain the buildings' physical condition, in relative terms. Because of

the reduced economic activity associated with vacancies and the relatively poor physical condition – in conjunction with their prominent location along York Street or Grand Avenue, they represent an adverse influence on the overall RPA.

4. Deleterious Land Use or Layout. The Act refers to deleterious land use or layout as the existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses or uses considered to be noxious, offensive or unsuitable for the surrounding area.

According to Du Page County, Addison Township Assessor, and York Township Assessor records and discussions with City staff, many of the improvements found within the Study Area were built between 40 to 70 years ago. This applies to more than fifty two percent (52%) of the buildings in the area. As a result, these properties were developed during a period before the City had in place an effective community planning process to guide its zoning map and development procedures. Properties were developed with little regard to adjacent land uses, and without foresight into the intensity of commercial operations present today, in part due to the importance of automobile traffic and the need for sufficient parking. Thus, in terms of land uses, commercial, retail and residential uses in some cases inappropriately overlap, when compared to the modern land use standards currently employed by the City, or exist in close proximity to each other with limited man made or natural buffers to separate the conflicting land uses. There are instances of single family and attached single family uses located along both York Street and Addison Street.

Additionally, there are certain issues pertaining to ingress/egress. Many of the retail businesses and offices along north York Street have little space for ingress/egress, much less “transitional” frontage roads that would separate slower moving traffic approaching a business (e.g., to park and shop or unload cargo) from faster moving traffic using north York Street purely to drive through the City. A majority of the businesses have shallow parcel depths that do not afford much room for loading, unloading, or parking, in comparison to modern uses. Additionally, the execution of turns into retail establishments is difficult since (a) vehicles have to slow rapidly to execute the turn, (b) turns need to be made into a tight space due the narrow/shallow parking lots and (c) entering the parking lot areas customers need to avoid closely situated cars already parked in the narrow lots (or which may be backing up to leave the store).

5. Lack of Community Planning. The Act refers to lack of community planning as the proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area’s development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards or other evidence demonstrating an absence of effective community planning.

According to City staff, much of the development that has occurred within the Study Area took place in a period of time prior to the City adopting its amended Comprehensive Plan and Zoning Ordinance and before the City followed its existing comprehensive planning procedures.

The City adopted its first city wide comprehensive plan in 1990, followed by a comprehensive amendment to its zoning ordinance in 1992. Prior to 1990, smaller scale or area specific plans were in place to guide development on a less coordinated, comprehensive basis. In 2009, the City updated the 1990 comprehensive plan and this effort serves as the basis for coordinated planning within the City. The Zoning Ordinance has also been amended several times.

The widening of York Street north of North Avenue to four lanes extending to Grand Avenue significantly altered the character of land uses adjacent to York Street in this area. Most previous land uses were comprised of single family uses south of I-290. These uses exhibited shallower lot sizes of primarily 130 foot lot depths bordered by primarily single family uses north to the expressway, and extending along the east side of York Street to Wrightwood Avenue. In some cases lot sizes are deeper (260 ft.) but most lots are restricted by adjacent single family residential uses.

Reuse to primarily commercial and retail land uses on smaller lots resulted in a multiplicity of commercial structures (restaurants, office/service establishments, strip centers, auto related uses) that benefited from traffic and visibility along York Street. The new uses though created pressure in relation to provisions for parking, multiple curb cuts, and buffering to adjacent residential uses (e.g., screening of trash receptacles, loading and unloading requirements, and building setbacks). Building setbacks are varied and in many cases limit parking availability as off street parking along York Street is restricted. Conversions of single family buildings to commercial uses are also present and represent uses with limited parking.

In contrast to the shallower lots described above, commercial properties located along the west side of York Street north of I-290 and approaching Grand Avenue exhibit larger footprints and deeper lot sizes. Due to the downturn in the auto industry, several large properties (the former Elmhurst Ford and Lincoln/Mercury dealerships) remain vacant. Other uses such as the moving/storage facility and Freightliner parcels, represent frontage development or "outliers" in relation to similar industrial uses located to the west. These uses are categorized by larger, special use buildings and ancillary storage yards. Given York Street visibility, these uses are not the most favorable in relation to valuation or sales tax generation.

Land uses north of Wrightwood Avenue to Diversey revert to smaller (130 ft) lot depths, again exhibiting multiple uses - restaurants, office, and auto related (rental, sales, repair). The land uses north of Diversey include deeper lot depths, but include older buildings and varied provisions for parking.

The North York area is reviewed in the City's 2009 Comprehensive Plan and the following recommendations are identified:

"Urban Design and Circulation

Streetscape improvements should be implemented along both Grand Avenue and North York Street to enhance their overall appearance and create a distinctive identity.

Because of their high traffic volumes and the strong auto-oriented functions, both Grand Avenue and North York Street will continue to have an auto-oriented character in the future. However, improvements such as coordinated signage, landscaping and decorative banners could significantly improve the appearance of the corridor, creating a more attractive environments for potential shoppers and an impressive entry into the city.

New developments along the corridor should focus on creating a high-quality commercial corridor, with parking located to the rear and attractive façade designs and use of high-quality materials encouraged.

Recommendations

1. Maintain auto-oriented uses along Grand Avenue. The City should work with the auto dealers to meet expansion and redevelopment needs.
2. Transition neighborhood commercial uses along York Street to community or regional commercial uses. Off-street surface parking should be provided to the rear of buildings.
3. Transition residential development on the southeast corner of Grand Avenue and York Street to higher-density residential development over three stories.
4. Follow the process for Planned Developments in site reuse/redevelopment of PD #1 (to be developed by the City) to encourage redevelopment of this area to occur in a cohesive manner. Suggested redevelopment uses include large format retailers.
5. Implement a streetscape program to create a pedestrian-welcome environment, as well as produce a unified image and distinctive identity for the district.
6. Construct gateway features on Grand Avenue and York Street to visually cue entrance into Elmhurst."

Source: City of Elmhurst Comprehensive Plan

In addition, planning related efforts along Addison Street (mixture of residential, industrial and commercial uses) and integration with frontage along York Street is important in order to coordinate redevelopment efforts, and potentially increase valuations. Coordinated streetscape, signage, parking, and circulation efforts are also important throughout the area and could be facilitated through the use of TIF resources.

Until recently, effective and sustained economic development plans and strategies intended to address the coordinated redevelopment of the entire Study Area have been lacking. This is not to say that improvements did not take place over the years, but that they were implemented without the guidance of a master plan directed toward long-term benefit for the Study Area as set forth in the updated City Comprehensive Plan. A lack of such efforts has contributed to the evolution of conservation area factors currently present within the Study Area. As noted above fifty two (52%) of the buildings were constructed between forty (40) and seventy (70) years ago prior to both the 1990 and 2009 comprehensive plan initiatives.

6. Lag in EAV. The Act refers to lag in EAV as the total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years, for which information is available or increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated

The total Equalized Assessed Value (“EAV”) of the Study Area increased at an annual rate that lagged behind the balance of the City’s EAV for four (4) of the last five (5) years. A summary of this analysis is presented in the table below.

Tax Year	Study Area EAV	Percent Change	Balance of the City's EAV	Percent Change
2011	\$ 31,933,850	-1.01%	\$ 2,121,863,163	-5.56%
2010	\$ 32,259,210	-10.77%	\$ 2,246,885,156	-7.38%
2009	\$ 36,152,040	-2.49%	\$ 2,425,800,963	.14%
2008	\$ 37,074,510	5.78%	\$ 2,422,316,362	9.15%
2007	\$ 35,048,420	-2.28%	\$ 2,219,260,243	11.23%
2006	\$ 35,867,880	--	\$ 1,955,153,915	--

Note: the percentage change in years where the EAV of the Study Area lagged behind the balance of the City are in bold.

Source: Du Page County Assessor’s Office

VI. SUMMARY OF FINDINGS AND OVERALL ASSESSMENT OF QUALIFICATION

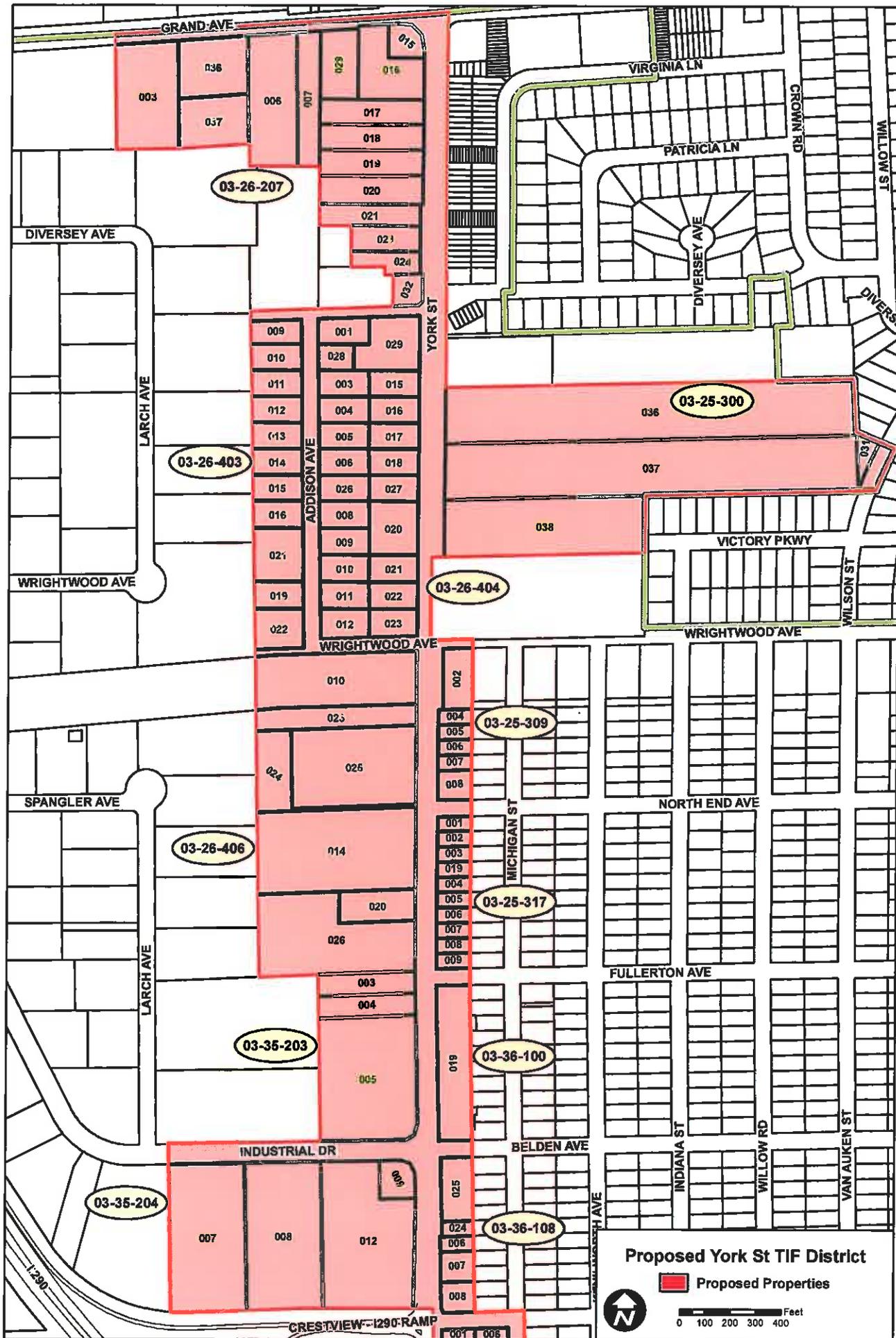
The following is a summary of relevant qualification findings as it relates to the potential designation of the RPA by the City as a TIF District:

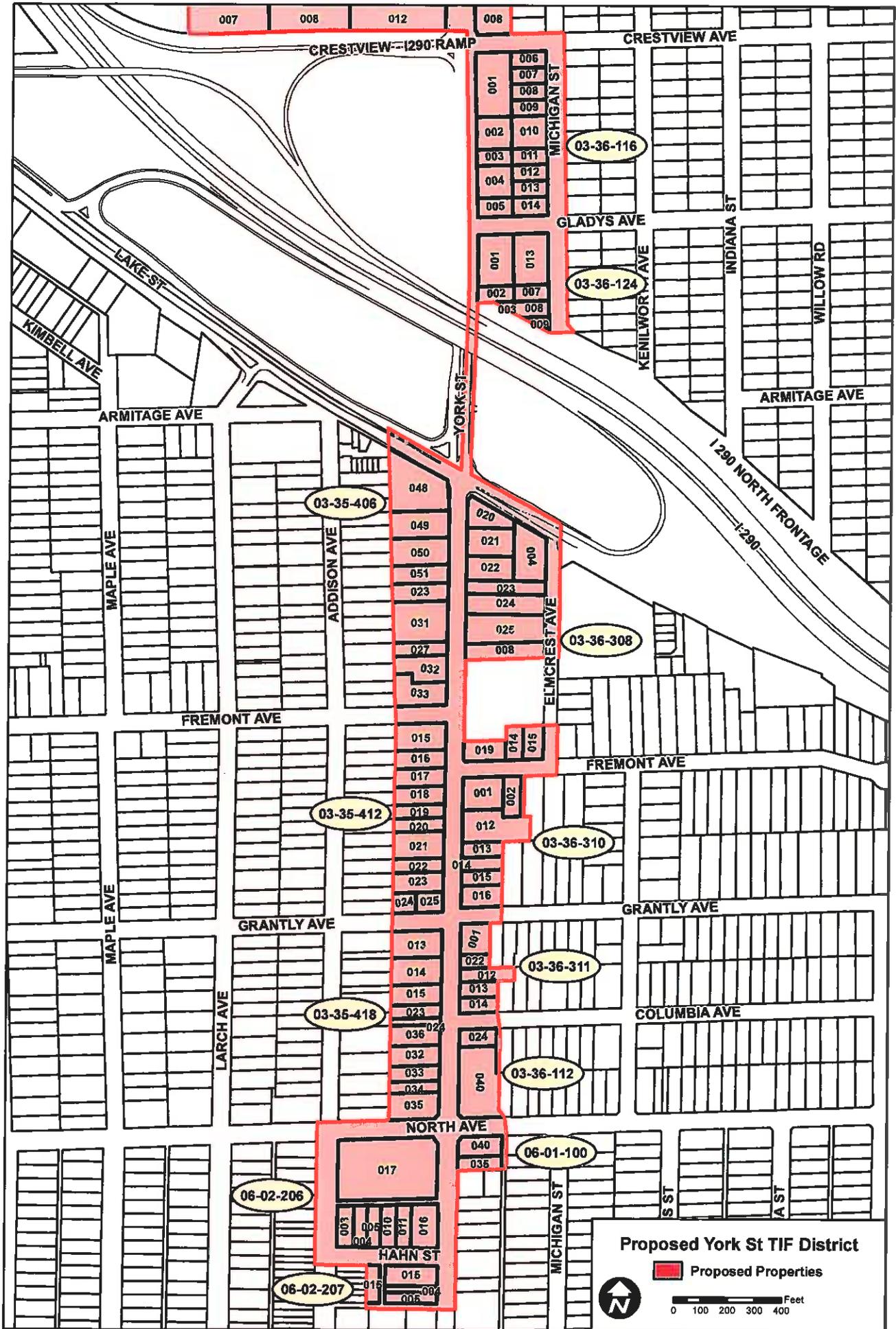
1. The RPA is contiguous and is greater than 1½ acres in size.
2. The RPA qualifies as a Conservation Area. A more detailed analysis of the qualification findings is outlined in Section V of this report.
3. All property in the RPA would substantially benefit by the proposed redevelopment project improvements.
4. The sound growth of taxing districts applicable to the RPA, including the City, has been impaired by the factors found present in the RPA.
5. The RPA would not be subject to redevelopment without the investment of public funds, including property tax increments.

These findings, in the judgment of KMA, provide the City with sufficient justification to consider designation of the RPA as a TIF District.

The RPA has not benefited from coordinated planning efforts by either the public or private sectors. There is a need to focus redevelopment efforts relating to the improvement of infrastructure and property maintenance as well as the coordination of redevelopment efforts for modern uses. These efforts will be important to the RPA's continued improvement and preservation of tax base.

EXHIBIT 1
PROPOSED TIF BOUNDARY MAP





007 008 012 008

CRESTVIEW-1290 RAMP

CRESTVIEW AVE

001 006
007 008
009 010
002 011
003 012
004 013
005 014

03-36-116

03-36-124

001 013
002 007
003 008
008

03-36-112

LAKE ST
KIMBELL AVE

ARMITAGE AVE

YORK ST

GLADYS AVE

KENILWORTH AVE

INDIANA ST

WILLOW RD

ARMITAGE AVE

I-290 NORTH FRONTAGE

03-35-406

048
049
050
051
023
031
027
032
033

020
021
022
023
024
025
008

03-36-308

FREMONT AVE

03-35-412

015
016
017
018
019
020
021
022
023
024 025

019 014 015

03-36-310

001 002
012
013
014
015
016

FREMONT AVE

MAPLE AVE

GRANTLY AVE

03-35-418

013
014
015
023
036
032
033
034
035

007
022
012
013
014

03-36-311

GRANTLY AVE

LARCH AVE

COLUMBIA AVE

03-36-112

NORTH AVE

06-01-100

06-02-206

017
003 006 010 016
004 005 011 015

06-02-207

015
016
005 008

HAHN ST

MICHIGAN ST

Proposed York St TIF District

Proposed Properties



0 100 200 300 400 Feet

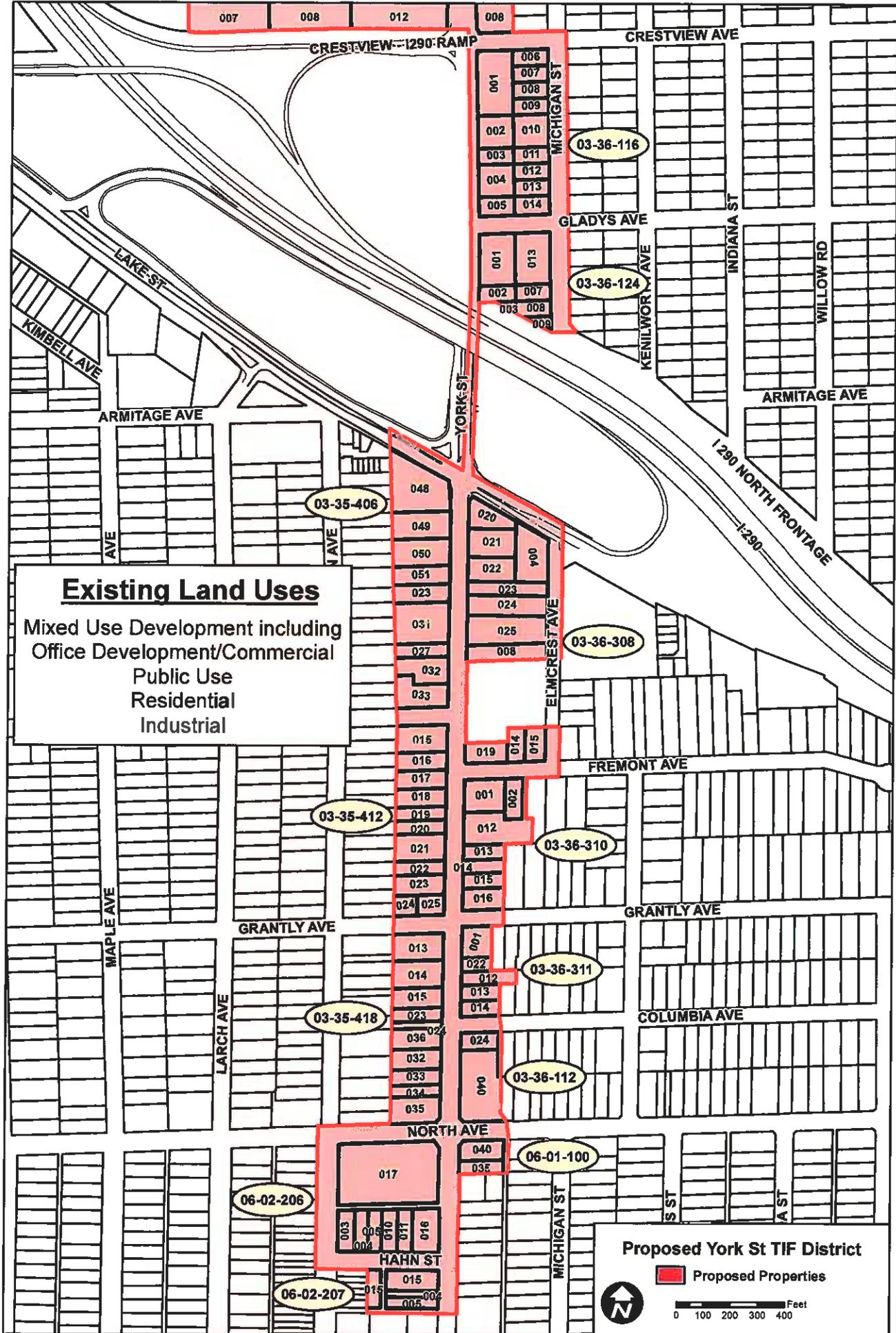
EXHIBIT 2
LEGAL DESCRIPTION

Elmhurst North York Street TIF Legal Description

That part of Sections 25, 26, 35 and 36 of Township 40 North, Range 11, East of the Third Principal Meridian and Section 2 of Township 39 North, Range 11, East of the Third Principal Meridian described as commencing at the intersection of the Northerly corporate boundary of Elmhurst, said Northerly boundary being the centerline of Grand Avenue, with the Westerly lot line, extended north, of Lot 75 in Elmhurst Industrial Park Unit No. 2, recorded as Document R65-24614 on July 9, 1965, for a place of beginning, thence Easterly along said centerline of Grand Avenue to the Easterly right-of-way line of York Street, thence Southerly along said Easterly right-of-way line to the North line of Lot 2 of York Gardens, recorded as Document 456519 on December 3, 1943, thence Easterly along said North lot line to the East line of said Lot 2, thence Southerly along said East line to the Northwest corner of Lot 11 in Block 3 of Country Club Highlands Subdivision Unit 3, recorded as Document 877616 on April 25, 1958, thence Southeasterly along the Northerly line of said Lot 11, extended, to the Easterly right-of-way line of Wilson Street, thence Southwesterly along said Easterly right-of-way line to its intersection with the North line, extended Easterly, of Lots 12 through 24, inclusive, in Block 3 of said Country Club Highlands Subdivision Unit 3, thence Westerly along said North line to the West Line of said Lot 24, thence Southerly along said West line, extended, to the South line of Lot 4 in said York Gardens, thence Westerly along said South line to the Easterly right-of-way line of York Street, thence Southerly along said Easterly right-of-way to the South lot line of York Meadows Condominiums, recorded as Document R80-05482 on January 22, 1980, thence Easterly along said South lot line to the East lot line, extended Northerly, of Lot 20 in Block 12 of H.O. Stone and Co.'s Elmhurst Addition, recorded as Document 161539 on December 20, 1922, thence Southerly along said East lot line, extended, to the South lot line of Lot 10 in Block 37 of said H.O. Stone and Co.'s Elmhurst Addition, said South lot line being the North right-of-way of Crestview Avenue, thence Easterly along said North right-of-way line to the East right-of-way line of Michigan Street, thence Southerly along said East right-of-way line to the South lot line of Lot 15 in Block 54 of said H.O. Stone and Co.'s Elmhurst Addition, thence generally Westerly along the Northerly right-of-way line of Interstate 290 to the East right-of-way line of York Street, thence Southerly along said East right-of-way line to the Northerly right-of-way line of Lake Street, thence Southeasterly along said Northerly right-of-way line to the East right-of-way line, extended Northerly, of Elmcrest Avenue, thence Southerly along said East right-of-way line to the North line, extended Easterly, of Lot 5 in Block 1 of Robertson's Addition to Elmhurst, recorded as Document 92032 on October 30, 1907, thence Westerly along said North lot line to the East right-of-way line of York Street, thence Southerly along said East right-of-way line 350 feet, thence Easterly 155 feet, thence Northerly 50 feet to the North line of Lot 7 in Block 1 of said Robertson's Addition to Elmhurst, thence Easterly along said lot line, extended, to the East right-of-way line of Elmcrest Avenue, thence Southerly along said East right-of-way line and right-of-way line extended, to the South right-of-way line of Fremont Avenue, thence Westerly along said South right-of-way line 120 feet, thence Southerly 150 feet, thence Easterly 25 feet, thence Southerly 90 feet to a point on the North line of Robertson's Second Addition to Elmhurst, recorded as Document 95683 on January 20, 1909, said point being 250 feet East of the Northwest corner of said Robertson's Second Addition to Elmhurst, thence Westerly along said North line to the East line of Lot 49 in said Robertson's Second Addition to Elmhurst, thence Southerly along said East lot line, extended, to the North line of Paul J. Lowe Resubdivision, recorded as Document R96-024157 on February 14, 1996, thence Westerly, thence Southerly, thence Easterly along said Paul J. Lowe Resubdivision to the East line of Lot 26 in said Robertson's Second Addition to Elmhurst, thence Southerly along said lot line to the North line of "A Resubdivision of Lots 1, 2, 23, 24 and the South 115 feet of Lots 25 and 26 of Robertson's Second Addition to Elmhurst", recorded as Document 111786 on

April 23, 1913, thence Westerly along said North line to the West line of Lot 11 in said Resubdivision, thence Southerly along said West line to the North right-of-way line of Columbia Avenue, thence Southeasterly to the Northwest corner of Lot 7 in said Resubdivision, thence Southerly 296.75 feet along the West line of Lots 7 and 8 in said Resubdivision, thence Southeasterly 38.83 feet to a point on the Northerly right-of-way line of North Avenue, said point being 22 feet Easterly of the Southwest corner of said Lot 8, thence Southeasterly to the Northwest corner of Lot 30 in Block 1 of Fairview Addition to Elmhurst, recorded as Document 110851 on February 7, 1913, thence Southerly along the West line of Lots 30 and 29 in said Block 1 to the South line, extended Easterly, of Lot 2 in said Block 1 of Fairview Addition, thence Westerly along said South line, and South line extended, to the East right-of-way line of York Street, thence Southerly along said East right-of-way line to the North line, extended Easterly, of Lot 25 in Hahn's Subdivision, recorded as Document 47483 on December 8, 1891, thence Westerly along said North lot line, extended, to the West line, extended Southerly, of Lot 16 in said Hahn's Subdivision, thence Northerly along said West lot line to the South right-of-way line of Hahn Street, thence Westerly along said South right-of-way line, extended, to the West right-of-way line of Addison Avenue, thence Northerly along said West right-of-way line to the Northerly right-of-way line of North Avenue, thence Easterly along said North right-of-way to the West line of Lot 7 in Block 1 of Albert D. Graue's Subdivision of North Elmhurst, recorded as Document 86803 on February 23, 1906, thence Northerly along said West line of Lot 7, extended, to the South right-of-way line of Fremont Avenue, thence Northwesterly to the Southwest corner of Lot 9 in North Elmhurst Third Addition to the Village of Elmhurst, recorded as Document 97862 on August 9, 1909, thence Northerly along the west line of Lots 9 and 8 of said North Elmhurst Third Addition to the Southwest corner of Lot 5 of "County Clerk's Assessment Division of Lots 1 and 2 of the Plat of North Elmhurst Third Addition to the Village of Elmhurst", recorded as Document 233179 on April 8, 1927, thence Northerly along the West line, and West line extended, of Lots 1 through 5, inclusive, in said County Clerk's Assessment Division to the Northerly right-of-way line of Lake Street, thence Southeasterly along said Northerly right-of-way line to the West right-of-way line of York Street, thence Northerly along said West right-of-way line to the South line of Elmhurst Industrial Park Unit No. 1, recorded as Document R65-2240 on January 22, 1965, thence Westerly along said South line to the West line of Lot 7 in said Elmhurst Industrial Park Unit No. 1, thence Northerly along said West lot line, extended, to the North right-of-way line of Industrial Drive, thence Easterly along said right-of-way line to the East line of Lot 31 in said Elmhurst Industrial Park Unit No. 1, thence Northerly along the East line of Lots 31 and 27 in said Elmhurst Industrial Park Unit No. 1 to the North line of said Lot 27, thence Westerly along said North line to the West line of Lot 26 in said Elmhurst Industrial Park Unit No. 1, thence Northerly along said East line, extended, to the Northeast corner of Lot 22 in said Elmhurst Industrial Park Unit No. 1, thence Northerly to the Southeast corner of York Grand Estates Unit Number One, recorded as Document 426473 on July 23, 1941, thence Northerly along the West line of said York Grand Estates Unit Number One, extended, to the Southwest corner of Lot 2 of Klefstad's Elmhurst Subdivision, recorded as Document R93-172175 on August 4, 1993, thence Easterly, thence Northerly, thence generally Westerly along said Klefstad's Elmhurst Subdivision to the Southeast corner of said Lot 75 in said Elmhurst Industrial Park Unit No. 2, thence Westerly along the South line of said Lot 25 to the Southwest corner, thence Northerly along the West line, and West line extended, of said Lot 75 to the place of beginning, all in DuPage County, Illinois.

EXHIBIT 4
EXISTING LAND USE MAP



007 008 012 008

CRESTVIEW--1290 RAMP

CRESTVIEW AVE

001 006
007
008
009
002 010
003 011
004 012
005 014

03-36-116

GLADYS AVE

001 013
002 007
003 008
009

03-36-124

KENILWORTH AVE

INDIANA ST

WILLOW RD

ARMITAGE AVE

LAKE ST
KIMBELL AVE

ARMITAGE AVE

YORK ST

1290 NORTH FRONTAGE
1290

03-35-406

048
049
050
051
023
031
027
032
033

020
021
022
023
024
025
008

03-36-308

ELMCREST AVE

Existing Land Uses

Mixed Use Development including
 Office Development/Commercial
 Public Use
 Residential
 Industrial

019 014 015

FREMONT AVE

03-35-412

015
016
017
018
019
020
021
022
023
024 025

001 002
012
013
014
015
016

03-36-310

MAPLE AVE

GRANTLY AVE

GRANTLY AVE

03-35-418

013
014
015
023
036 024
032
033
034
035

007
022
012
013
014

03-36-311

LARCH AVE

COLUMBIA AVE

03-36-112

NORTH AVE

06-01-100

06-02-206

017
003 005 010 011 016
004 006 007 008 009

HAHN ST

06-02-207

015
005 002

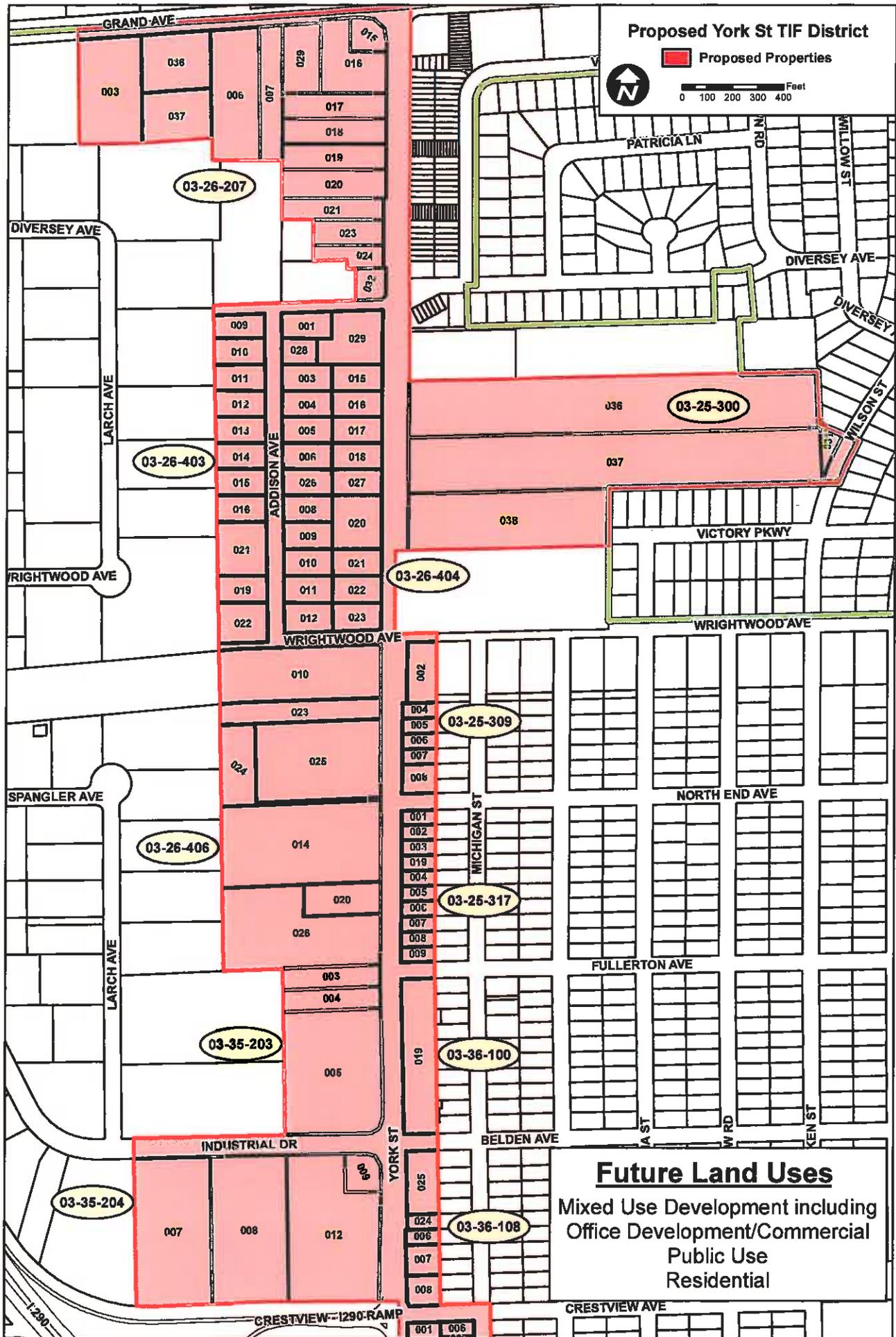
Proposed York St TIF District

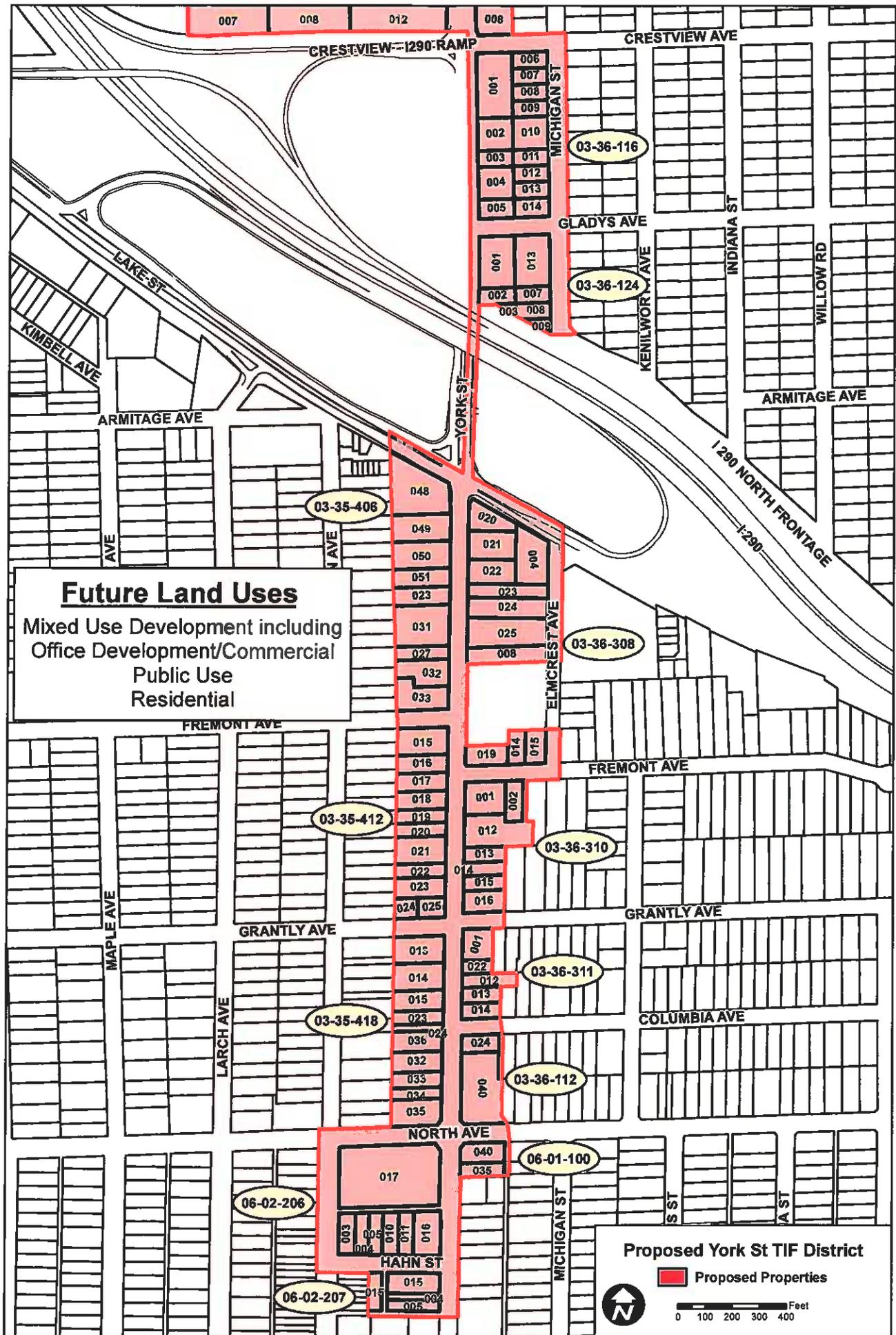
Proposed Properties



0 100 200 300 400 Feet

EXHIBIT 5
PROPOSED LAND USE MAP





O-23-2012

**AN ORDINANCE AUTHORIZING THE AGGREGATION
OF RESIDENTIAL AND SMALL COMMERCIAL/RETAIL ELECTRICAL LOADS AND ADOPTING AN
ELECTRIC POWER AGGREGATION PLAN OF OPERATION AND GOVERNANCE BY THE
CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS**

WHEREAS, the Illinois Power Agency Act, [20 ILCS 3855/1-1 *et seq.*] was amended to include Section 1-92 entitled “Aggregation of Electrical Load by Municipalities and Counties” (the “Act”); and

WHEREAS, pursuant to the Act, the City of Elmhurst (the “City”) may aggregate residential and small commercial/retail electric loads located within the City and operate an electrical aggregation program (the “Aggregation Program”) as an opt-out program if a referendum is passed by a majority of the electors voting on such referendum; and

WHEREAS, the City submitted a referendum to its electors concerning the opt-out Aggregation Program at the March 20, 2012 General Primary Election, and the referendum was approved by majority of the electors voting on the referendum; and

WHEREAS, the Corporate Authorities of the City hereby find that it is in the best interest of the City to operate the Aggregation Program pursuant to the Act as an opt-out program and to implement the program according to the terms of the Act; and

WHEREAS, in accordance with the Act, the City, after providing proper notice, conducted public hearings on April 23, 2012 and May 9, 2012 concerning the Electric Power Aggregation Plan of Operation and Governance proposed to be adopted by the City, a copy of which has been on file for public inspection in the office of the City Clerk

NOW, THEREFORE, be it ordained by the City Council of the City of Elmhurst, DuPage and Cook Counties, Illinois:

Section 1: The Corporate Authorities of the City find that the recitals set forth above are true and correct and are hereby adopted as part of this Ordinance.

Section 2: The Corporate Authorities of the City find and determine that it is in the best interests of the City to operate the electric aggregation program under the Act as an opt-out program.

Section 3: The Corporate Authorities of the City further find and determine as follows:

- A. The Corporate Authorities of the City hereby are authorized to aggregate in accordance with the terms of the Act residential and small commercial/retail electrical loads located within the corporate limits of the City, and for that purpose may solicit bids and enter into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment.
- B. The Corporate Authorities of the City are granted the authority to exercise such authority jointly with any other municipality or county and, in combination with two or more municipalities or counties, may initiate a process jointly to authorize aggregation by a majority vote of each particular municipality or county as required by the Act.
- C. The Aggregation Program for the City shall operate as an opt-out program for residential and small commercial/retail customers.
- D. The Aggregation Program shall be approved by a majority of the members of the Corporate Authority of the City.
- E. The Corporate Authorities of the City have developed an Electric Power Aggregation Plan of Operation and Governance for the Aggregation Program (the "Plan") and have conducted two public hearings pursuant to public notice as required under the Act.
- F. The Plan provides for universal access to all applicable residential customers and equitable treatment of applicable residential customers, describes demand management and energy efficiency services to be provided to each class of customers and shall meet any requirements established by law concerning aggregated service offered pursuant to the Act.
- G. As an opt-out program, the Corporate Authorities of the City shall fully inform residential and small commercial/retail customers in advance that they have the right to opt-out of the Aggregation Program. The disclosure and information provided to the customers shall comply with the requirements of the Act.
- H. The electric aggregation shall occur automatically for each person owning, occupying, controlling, or using an electrical load center proposed to be aggregated in the corporate limits of the City, subject to a right to opt-out of the Aggregation Program as described in this Ordinance, the Plan and the Act.
- I. The Corporate Authorities of the City hereby grant the City Manager, or his written designee, the specific authority to approve the form and distribution of a Request for Proposal for electrical supply and related services, and to execute a

contract for electrical supply and related services without further action by the Corporate Authorities of the City, provided the electrical rate in said contract is less than the then-current rate charged by Commonwealth Edison residential and small commercial/retail electrical loads located within the corporate limits of the City.

Section 4: The Corporate Authorities of the City hereby approve and adopt the Electrical Power Aggregation Plan of Operation and Governance as set forth in Exhibit "A" attached hereto and made a part hereof as if fully set forth by this reference.

Section 5: 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 Aggregation Program, the Plan, and this Ordinance.

Section 6: This Ordinance shall be in full force and effect after its passage and approval in the manner provided by law.

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

EXHIBIT A
ELECTRICAL POWER AGGREGATION PLAN OF
OPERATION AND GOVERNANCE

CITY OF ELMHURST

ELECTRIC POWER AGGREGATION
PLAN OF OPERATION AND GOVERNANCE

May 21, 2012

City of Elmhurst

Electric Power Aggregation

Plan of Operation and Governance

I. INTRODUCTION

Public Act 96-176 amended the Illinois Power Agreement Act by adding Section 1-92 to Chapter 20, Act 3855 of the Illinois Compiled Statutes ("the Act") and allowed the Corporate Authorities of a municipality to adopt an ordinance in accordance with the Act to aggregate electrical loads for residential and small commercial retail customers within the corporate limits of the City on an opt-out or opt-in program. The Act further authorized a municipality to select suppliers of retail electric supply, solicit bids and enter into service agreements to facilitate the sale and purchase of electricity and related services. The legislation authorized the Illinois Power Agency ("IPA") to assist a municipality in developing a plan of operation and governance.

Large industrial and commercial consumers with sophisticated electric operations use their size and expertise to obtain lower electric power rates. Individual residential and small commercial retail consumers are typically unable to obtain significant price reductions since they lack the same bargaining power, expertise and the economies of scale enjoyed by larger consumers. Aggregation, the combining of multiple electric loads, provides the benefits of retail electric competition for consumers with lower electric usage.

Municipal aggregation, the combining of multiple retail electric loads of customers by a municipality, provides the means through which municipal residential and small commercial retail customers may obtain economic benefits of Illinois' competitive retail electric market. The Elmhurst Aggregation Program combines the electric loads of residential and small commercial retail customers to form a buying group ("Aggregation Group"). The City of Elmhurst ("City" or "Elmhurst") will act as purchasing agent for the Aggregation Group. Therefore Elmhurst will be a Municipal or Governmental Aggregator, as described by Illinois law and the rules established by authorized agencies, and shall act on behalf of Commonwealth Edison Company, an affiliate of Exelon Corporation (herein referred to as "ComEd" or "Commonwealth Edison") in the City to obtain the best Aggregation Program for the Members of the Aggregation Group.

II. PROCESS

On March 20, 2012, in accordance with the requirements of the Act, Elmhurst voters approved a referendum to operate an Aggregation Program as an "opt-out" program. Under the opt-out program, all ComEd residential and small commercial retail customers in the City are automatically included as participants in the Program unless they opt-out of the Program by providing written notice of their intention not to participate as a part of the Aggregation Group.

As required by state law, the Corporate Authorities of the City duly passed an Ordinance which authorized submitting to the City's electorate the determination whether or not the Aggregation Program shall operate as an opt-out program. Following the approval of the referendum by the electorate, the City passed Ordinance Number O-23-2012 on _____, 2012 authorizing the City

to aggregate electric loads for residential and small commercial retail customers in the City and implement an opt-out program.

In addition to passing the required ordinances by the Corporate Authorities, the City may also be required to comply with various rules and regulations established by authorized agencies of the State of Illinois. The City will promptly file any application and comply with any applicable rules and regulations that may be required by Illinois law for certification as a Municipal Aggregator and to operate the Aggregation Program under the Act.

As required by the Act, the Corporate Authorities developed and approved this Aggregation Plan of Operation and Governance ("Plan"). Before adopting this Plan and as required by the Act, the Corporate Authorities duly published a notice in the Elmhurst Independent, a newspaper of general circulation in the City, of public hearings held April 23, 2012 at 6:30 P.M. and May 7, 2012 at 7:30 P.M. The public hearings were held by the Corporate Authorities at City Hall and provided the residents of the City a meaningful opportunity to be heard regarding the Aggregation Program and this Plan. The Corporate Authorities considered the concerns of the residents and information disclosed at the hearings in the development of this Plan.

The opt-out notice for the Aggregation Program shall be provided in advance to all eligible electric customers in the City upon approval of this Plan according to the opt-out disclosure program developed by the City. The opt-out notice and disclosures shall comply with the Act and all applicable rules and regulations of any authorized agency in the State of Illinois and shall fully inform such customers in advance that they have the right to opt-out of the Aggregation Program. The opt-out notice shall disclose all required information including but not limited to the rates, terms and conditions of the Program and the specific method to opt-out of the Program.

By majority vote of the Corporate Authorities or their designee, the City may select a Retail Electric Supplier ("RES" or "Provider") to provide the electric power for the Elmhurst Aggregation Program according to the terms of a written service agreement entered into by and between the Provider and the City. By majority vote of the Corporate Authorities or their designee, the City may determine not to enter into a service agreement with any Provider and in such event the Aggregation Group shall continue to purchase electric power through Commonwealth Edison. If the Corporate Authorities enter into a service agreement with a Provider, Commonwealth Edison will continue to provide and service delivery of the electricity purchased from the Provider, and metering, repairs and emergency service will continue to be provided by Commonwealth Edison. The Corporate Authorities have determined that each participant in the Aggregation Group shall receive a single monthly bill from Commonwealth Edison under applicable tariffs.

III. DEFINITIONS

In order to clarify certain terminology, the following terms as used in this Plan shall have the meanings set forth below:

"Aggregation Group" shall mean all the residential and small commercial retail customers of ComEd in the corporate limits of the City that have not opted out of the Program and are permitted under the terms of the Act to participate in the Program.

"Aggregation Program" or "Program" means the program developed and implemented by the City of Elmhurst, as a Municipal Aggregator under the Act, to provide ComEd residential and small commercial retail customers in the City with retail electric generation services.

"Municipal Aggregator" means the City operating an Aggregation Program under the legislative authority granted the City to act as an aggregator to provide a competitive retail electric service to eligible residential and small commercial retail customers of ComEd in the City. Pursuant to the Act, an Aggregator is not a public utility or an alternative retail electric supplier.

"Member" means a person or legal entity enrolled in the Elmhurst Municipal Aggregation Program for competitive retail electric services and a member of the Aggregation Group.

"Retail Electric Supplier" ("RES" or "Provider") means an entity certified by all required authorities of the State of Illinois to provide competitive retail electric supply service(s), and which is duly selected by the City to be the entity responsible to provide the required retail electrical supply service related to an Aggregation Program as defined in the Act, City Ordinances and applicable rules and regulations of any authorized agency of the State of Illinois and has duly executed a Power Supply Agreement with the City.

IV. OPERATIONAL PLAN:

A. Aggregation Services

1. Provider: Elmhurst will use a competent entity as a Provider to perform and manage aggregation services for Members of the Aggregation Program. The Provider shall provide adequate, accurate, and understandable pricing, terms and conditions of service, including but not limited to no switching fees, cancellation fees as negotiated, and the conditions under which a Member may opt-out without penalty. The Provider must provide the City, upon request, an electronic file containing the Members usage, charges for retail supply service and such other information reasonably requested by the City.

2. Database: The Retail Electric Supplier shall create and maintain a secure database of all Members. The database will include the name, address, Commonwealth Edison account number, and Retail Electric Suppliers' account number of each active Member, and other pertinent information such as rate code, rider code (if applicable), most recent 12 months of usage and demand, and meter reading cycle. The database will be updated at least quarterly. Accordingly, the Provider will develop and implement a program to accommodate Members who (i) leave the Aggregation Group due to relocation, opting out, etc. (ii) decide to join the Aggregation Group; (iii) relocate anywhere within the corporate limits of the City, or (iv) move into the City and elect to join the Aggregation Group. This database shall also be capable of removing a Member from the Aggregation Group who has duly opted out of the Program. The Provider will use this database to perform audits for clerical and mathematical accuracy of Member electric supply bills. The Provider will make the database available to the City at any time the City requests it. The Provider shall not disclose, use, sell or provide customer account information to any person, firm or entity for any purpose outside the operation of this Municipal Aggregation Program. This provision will survive the termination of the Power Supply Agreement.

3. Member Education: The Provider shall develop and implement, with the assistance of the City, as the City may determine in its sole discretion, an educational program that generally explains the Aggregation Program to all residential and small commercial retail customers in the City and the Aggregation Group, provides updates and disclosures mandated by Illinois law and applicable rules and regulations, and implements a process to allow any Member the opportunity to opt out of the Aggregation Program according to the terms of the Power Supply Agreement. See Appendix A for further details.

4. Customer Service: Provider shall hire and maintain an adequate customer service staff and develop and administer a written customer service process that will accommodate Member inquiries and complaints about billing and answer questions regarding the Aggregation Program in general. This process will include a description of how telephone inquiries will be handled, either internally or externally, how invoices will be prepared, how Members may remit payment, and how collection of delinquent accounts will be addressed. The Provider and the City will enter into a separate customer service plan agreement or the terms shall be included in the Power Supply Agreement.

5. Billing: Commonwealth Edison will provide a monthly billing statement to each Member which shall include the charges of the Provider, and the Provider will not charge any additional administrative fee.

6. Compliance Process: The Provider shall develop internal controls and processes to ensure that the City remains in good standing as a Municipal Aggregator and ensure that the City and the Program complies with the Act and all applicable laws, rules and regulations, as they may be amended from time to time. It will be the Provider's responsibility to timely deliver reports at the request of the City that will include (i) the number of Members participating in the Program; (ii) a savings estimate or increase from the previous year's baseline; (iii) such other information reasonably requested by the City; (iv) comparison of the Members' charge for the supply of electricity from one designated period to another identified by the City. The Provider shall also develop a process to monitor and shall promptly notify the City in writing of any changes or amendments to the Act or any laws, rules or regulations applicable to the Aggregation Program.

7. Notification to Commonwealth Edison: The residential and small commercial retail customers of ComEd in the City that do not opt-out of the Aggregation Program will be enrolled automatically in the Aggregation Program by a Provider. Members of the Aggregation Group will not be asked to take affirmative steps to be included in the Aggregation Group. To the extent that ComEd requires notification of participation, the Provider shall provide such notice to ComEd. The Provider will inform ComEd from time to time through electronic means any new members that it is enrolling into the Aggregation Group.

8. Plan Requirements: Pursuant to the Act, the Provider selected by the City and the City shall:

- a. Provide for universal access to all applicable residential customers and equitable treatment of applicable residential customers;
- b. Describe demand management and energy efficiency services to be provided to each class of customers;

c. Meet any requirements established by law concerning aggregated service offered pursuant to the Act.

9. Solicitation of Bids: Pursuant to the requirements of the Act, the process of soliciting bids for electricity and related services and awarding power supply agreements for the purchase of electricity and other related services by the City, shall be conducted in the following manner:

a. The Corporate Authorities of the City may solicit bids for electricity and other related services.

b. Notwithstanding Section 16-122 of the Public Utilities Act and Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, electric utility, including ComEd, that provides residential and small commercial retail electric service in the City must, upon request of the Corporate Authorities of the City, provide in an electronic format, the names and addresses of residential and small commercial retail electrical retail customers in the City that are reflected in the electrical utilities records at the time of the request and such other information required by the Act or any applicable rule or regulation of an authorized Illinois agency.

c. The City, upon receiving customer information from an electric utility shall be subject to the limitations on the disclosure of that information described in Section 16-122 of the Public Utilities Act and Section 2HH of the Consumer Fraud and Deceptive Practices Act, and an electric utility providing such information shall not be held liable for any claims arising out of the provision of information pursuant to this Section and the Act.

B. Power Supply Agreement

The Corporate Authorities of the City and the Provider shall duly execute and enter into a Power Supply Agreement to serve the Aggregation Group.

The Power Supply Agreement may require the Provider to satisfy each of the following requirements:

- Have sufficient sources of power to provide retail firm power to the Aggregation Group.
- Provide renewable energy resources required by the State of Illinois Renewable Portfolio Standard, and, at the option of the City, provide electricity that exceeds the current renewable energy resource requirements of the Illinois Renewable Portfolio Standard by securing Renewable Energy Credits
- As a material condition to the Power Supply Agreement, the Provider and any third party it has engaged to assist in any aspect of the aggregation process, shall agree that there be established and followed appropriate protocols to preserve the confidentiality of customer-specific information and limit the use of such customer-specific information strictly and only to effectuate the implementation of the Aggregation Program. These protocols, at the minimum, shall reasonably limit the number of authorized representatives of the Provider and any other third party who need access to the customer-specific information; provide that the Provider or any third party will not disclose, use, sell, or provide customer-specific information to any person, firm or entity

for any purpose outside of the Aggregation Program; and, acknowledge that the customer-specific information remains the property of the City and that breaches of confidentiality will have certain, specified, and sufficient consequences.

- Maintain a license as a Federal Power Marketer with the Federal Energy Regulatory Commission.
- Maintain a certification from the State of Illinois as a certified retail electric supplier and any and all other licenses or certifications required by Illinois law.
- Register as a retail electric supplier with ComEd.
- Maintain a Service Agreement for Network Integration Transmission Service under Open Access Transmission Tariff.
- Maintain a Service Agreement under Illinois Market-based Rate Tariff.
- Maintain the necessary corporate structure to sell retail firm power to the ComEd residential and small commercial retail customers in the Aggregation Group.
- Maintain an Electronic Data Interchange computer network that is fully functional at all times and capable of handling the ComEd residential and small commercial retail electric customers in the City and the Aggregation Group.
- Maintain the marketing ability to reach all ComEd residential and small commercial retail customers in the City to educate them on the terms of the Aggregation Program and the Act.
- Maintain a call center capable of handling calls from Members of the Aggregation Group.
- Maintain a local or toll-free telephone number for customer service and complaints related to the City's Aggregation Program.
- Agree in a binding written agreement between the City and the Provider to hold the City financially harmless from any and all financial obligations arising from supplying power to the Aggregation Group.
- Satisfy the financial credit requirements of the State of Illinois and the City.
- Have the binding authority (to the satisfaction of legal counsel for the City) to execute the Power Supply Agreement with the City and be fully bound by all of its terms and conditions.
- Assist the City in filing all reports required by the Act and any applicable law, rule or regulation, as may be amended from time to time.
- Assist the City in developing a Consumer Education Plan.
- Assist the City in developing a smart-meter program
- Comply with all applicable laws and regulations of the State of Illinois

C. Activation of Service

After a notice is mailed to all residential and small commercial retail electric customers in the City providing an opportunity to opt out of the Program within a specific period of time, all customers who do not opt out in writing will be automatically enrolled in the Program. Customer enrollment with the Provider will occur thereafter without further action by the customer on terms set forth in the Power Supply Agreement and according to the retail tariffs of Commonwealth Edison.

D. Changes, Extension or Renewal of Service

The Power Supply Agreement with the Provider will provide when service shall begin and end. If the Power Supply Agreement is extended or renewed, Members will be notified as to any change in rates or service conditions and other information required by law. The Power Supply Agreement shall describe the terms upon which a Member or non-member will be given an opportunity to opt into or out of the Program, and reasonable notice will be provided as required by the Act or any applicable law. Members who opt-out will also be notified of their right to select an alternate retail electric supplier and of their ability to return to ComEd provided supply service.

E. Termination of Service

In the event that any Power Supply Agreement is terminated for any reason prior to the end of the scheduled term, each Member of the Aggregation Group will receive prompt written notification of termination of the Program at least sixty (60) days prior to termination of service under the Agreement. If the Agreement is not extended or renewed, Members will be notified in a manner determined by the City and any applicable law, prior to the end of any service. Members will also be notified of their right to select an alternate retail electric supplier and of their ability to return to ComEd provided supply service upon termination of the Agreement.

F. Opt-In Procedures

ComEd residential and small commercial retail customers will be automatically enrolled in the Aggregation Program after any opt-out period has expired, unless they provide timely affirmation in writing on a form to be provided notifying the Provider of their election not to participate in the Aggregation Program.

The Provider agrees to provide special notice directly to categories of ComEd customers as the City may direct, and inform such customers of specific potential consequences of their change from existing service from ComEd to the Program, including but not limited to (i) space heating customers, (ii) customers using an electrical supplier other than ComEd or the Provider.

ComEd residential and small commercial retail customers in the City may request to join the Aggregation Group after the expiration of any enrollment period by contacting the Provider, who shall accept them into the Aggregation Program, subject to written policies mutually agreed upon between the City and the Provider in the Power Supply Agreement. The agreed upon policy shall be consistent with ComEd's supplier enrollment requirements.

Residential and small commercial retail customers who relocate into the corporate limits of the City or who previously opted out of the Aggregation Program shall be accepted into the Aggregation Program, subject to written policies mutually agreed upon between the City and the Provider in the Power Supply Agreement. Members of the Aggregation Group who move from one location to another within the corporate limits of the City shall continue as a Member of the Aggregation Group but may have to contact the Provider to resume service once a new account has been established at the new address. Members of the Aggregation Group who move out of the corporate limits of the City will no longer continue as Members of the Aggregation Group and will not be subject to any fees or charges for leaving the program.

G. Opt-out Procedures

ComEd residential and small commercial retail customers in the City may opt-out of the Aggregation Program at any time during the opt-out period without additional fees charged by the Provider or the City. Members of the Aggregation Group will be allowed to switch to a different electric supplier after the expiration of the opt-out period based on the terms set forth in the Power Supply Agreement which may include a termination fee. Members shall at minimum be allowed to opt-out every three years. Requirements for notification of intent to opt-out of the Aggregation Group shall be set forth in the Power Supply Agreement. Consumers who opt-out of the Aggregation Group will not be switched from their current supplier or their applicable to ComEd's Standard Service Offer, until the consumer selects an alternate generation supplier. As required by the Act, it shall be the duty of the City or the Provider if so provided in the Power Supply Agreement, to fully inform residential and small commercial retail customers in the City in advance that they have the right to opt-out of the Aggregation Program. Such disclosure shall prominently state any charges to be made and shall include full disclosure of the cost to obtain service pursuant to Section 16-103 of the Public Utilities Act, how to access it, and the fact that it is available to them without penalty, if they are currently receiving services under that section. As further required by the Act, the IPA shall furnish, without charge, to any resident of the City, a list of all supply options available to them in a format that allows comparison of prices and products.

H. Bid Process

The City may elect to hold an individual bid or participate in a group bid. If the City elects to participate in a group bid, the City may use the Northern Illinois Municipal Electric Collaborative Inc. ("NIMEC") to assist with the group bid. The City will not delegate any signing authority to NIMEC or other entity, but will make its own decision to accept or reject their individual bid resulting from the group bid. Suppliers will present individual bids to each community participating in the bid group. NIMEC will create an advisory group, representing and consisting of those communities participating in the bid, to determine the bid winner(s) on the day of the bid. NIMEC will then present the bid winner(s) to the City. The City will then decide to accept or reject their individual bid(s). The City will then decide to accept or reject their individual bid. Whether or not each community participating in the bid accepts or rejects their individual bid will have no impact upon the individual bids of the other communities.

V. MISCELLANEOUS GOVERNANCE GUIDELINES

A. The Corporate Authorities of the City shall approve by an Ordinance passed by majority vote of the Corporate Authorities this Plan of Operation and Governance for the Aggregation program and any Amendments thereto.

B. The Corporate Authorities of the City shall contract with a Provider certified by the Public Utilities Commission of Illinois for the provision of Competitive Retail Electric Service to the Aggregation Group.

C. The Corporate Authorities of the City will require any Provider to disclose any subcontractors that it uses in fulfillment of the services described above in the Power Supply Agreement.

D. The Corporate Authorities of the City will require the Provider to maintain either a toll-free telephone number, or a telephone number that is local to the Members.

VI. LIABILITY

THE CITY SHALL NOT BE LIABLE TO PARTICIPANTS IN OR MEMBERS OF THE AGGREGATION GROUP FOR ANY CLAIMS, HOWEVER STYLED, ARISING OUT OF THE AGGREGATION PROGRAM OR THE PROVISION OF AGGREGATION SERVICES BY THE CITY OR THE PROVIDER. PARTICIPANTS OR MEMBERS IN THE AGGREGATION GROUP SHALL ASSERT ANY SUCH CLAIMS SOLELY AGAINST THE PROVIDER PURSUANT TO THE POWER SUPPLY AGREEMENT, UNDER WHICH SUCH PARTICIPANTS ARE EXPRESS THIRD-PARTY BENEFICIARIES.

VII. INFORMATION AND COMPLAINT NUMBERS

Copies of this Plan shall be available from the City of Elmhurst free of charge. Members and residential and small commercial retail customers of ComEd may call Elmhurst City Hall at 630-530-3017 for a copy of the Plan or for more information.

Appendix A --Education Process

The Provider shall develop the educational program in conjunction with the City. Its purpose will be to explain the Aggregation Program to its members, provide updates and disclosures as mandated by State law and the rules and regulations of any applicable Illinois agency, and provide the opportunity for the Members to Opt-out of the Aggregation Program. The following are components of the education program:

1. Each residential and small commercial retail customer of ComEd within the corporate limits of the City will receive notification by U.S. Mail stating: what the municipal Aggregation Program means, the procedure which must be followed to Opt-out of the Aggregation Program, the estimated price of electricity for Member of the Aggregation Program, and the deadline for returning the Opt-out form. See sample letter attached.
2. The Provider shall cooperate with the City to provide opportunities for educating residential and small commercial retail customers in the City about the Program and their rights under the applicable law and rules and regulations. In addition, the Provider and City will cooperate to provide education about opportunities for energy efficiency measures to help Members reduce energy consumption.
3. The Provider will provide updates and disclosures to the City and Members as mandated by State law and applicable rules and regulations as amended from time to time.

_____, 2012

Dear Elmhurst Resident,

The City of Elmhurst is providing you the opportunity to join other residents to save money on the electricity you use. Savings are possible through governmental aggregation, where City officials bring together citizens to gain group buying power for the purchase of electricity from a retail electric generation provider certified by the Public Illinois Utilities Commission. City of Elmhurst voters approved this program on March 20, 2012.

After researching competitive electricity pricing options, we have chosen _____, to provide you with savings on your electric generation through _____. There is no cost for enrollment and you will not be charged a switching fee. You do not need to do anything to participate.

As a member of this aggregation, you will save _____ percent off your Price to Compare. Your Price to Compare is essentially the price you pay for electric generation from the utility and consists of generation and transmission related components, which are the costs associated with generating the power and delivering it through the transmission system.

To estimate what your savings per kilowatt-hour (KWH) will be through this program, locate your Price to Compare on your electric bill. Divide your Price to Compare by 100, then multiply by 0.0 _____ (_____ %) to determine your savings per KWH. Multiply that number by your total monthly usage. The final number is how much you can expect to save each month you use the same amount of electricity.

You will see your electric savings from _____ after your enrollment has been completed and your switch has been finalized -approximately 30 -45 days, depending upon your meter read date. Of course, you are not obligated to participate in the City of Elmhurst's electric governmental aggregation program. If you wish to be excluded from the program and remain a full-service customer of your local electric utility -Commonwealth Edison-you have until _____, 2012 to return the attached "opt-out" form. If you do not opt out at this time, you will receive a notice at least every _____ asking if you wish to remain in the program. If you leave the program at any other time, you could be subject to a cancellation fee from Elmhurst__ -and you might not be served under the same rates, terms and conditions that apply to other customers served by Commonwealth Edison.

After you become a participant in this governmental aggregation program, Commonwealth Edison will send you a letter confirming your selection of _____ as your electric generation provider. As required by law, this letter will inform you of your option to rescind your enrollment with _____ with adequate notice prior to the scheduled switch. To remain in the City's governmental aggregation program, you don't need to take any action when this letter arrives.

Commonwealth Edison will continue to maintain the system that delivers power to your home -no new poles or wires will be built by Elmhurst. You will continue to receive a single, easy-to-read bill from your local electric utility with your _____ charges included. The only thing you'll notice is savings.

If you have any questions, please call _____ toll-free at _____, Monday through Friday, 8 a.m. to 5 p.m. Please do not call the City of Elmhurst with aggregation program questions.

Sincerely,

City of Elmhurst

P.S. To receive these savings, you should not respond. Return the opt-out form only if you do not want to participate in the City's electric governmental aggregation program.

Option 1: Do nothing and save.

If you want to participate in this program and save, you do not need to return this form. Your enrollment is automatic.

Or

Option 2: Opt out by returning this form.

If you don't want to participate in this program, you must return this form before the due date.

Service Address (City, state and zip): _____

Phone number: _____

Account holder's signature: _____ Date: ____/____/____

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance Authorizing the Aggregation of Residential and Small Commercial/Retail Electrical Loads and Adopting an Electric Power Aggregation Plan of Operation and Governance by the City of Elmhurst, DuPage and Cook Counties, Illinois

ORIGINATOR: Finance Department/City Attorney

DESCRIPTION OF SUBJECT MATTER:

Attached is an ordinance authorizing the aggregation of residential and small commercial/retail electrical loads. The ordinance also approves the Electric Power Aggregation Plan of Operation and Governance and authorizes the City Manager to execute a contract for electrical supply and related services, provided the electrical rate is less than the then-current rate of ComEd. It is recommended the attached ordinance be approved.