



**AGENDA
REGULAR MEETING
MONDAY, FEBRUARY 4, 2013
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. – The Purchase or Acquisition of Real Property (Conf. Room #2)**
 - 2. Call to Order/Pledge of Allegiance /Roll Call**
 - 3. Receipt of Written Communications and Petitions from the Public**
 - 4. Public Forum**
 - 5. Announcements**
 - 6. Consent Agenda**
 - a. Minutes of the Regular Meeting Held on Tuesday, January 22, 2013 (City Clerk Spencer): Approve as published
 - b. Accounts Payable – January 31, 2013 Total \$ 1,247,411.51
 - c. Natural Gas Aggregation – Aldermen Morley, York, Polomsky, & Healy (City Manager Grabowski): Refer to the Finance, Council Affairs & Administrative Services Committee
 - d. Marketing Efficiency and Strategy – Alderman York & Polomsky (City Manager Grabowski): Refer to the Development, Planning & Zoning Committee
 - e. 2013 DuPage Mayors and Managers Conference Legislative Action Program (City Manager Grabowski): Refer to the Finance, Council Affairs & Administrative Services Committee
 - f. Report – Property Tax Rebate Program Review (F,CA&AS)
 - g. Report – “Got It” Campaign (DP&Z)
 - h. Report – Case # 12P-09/Kensington School Conditional Use 411-415 S. Spring Road (DP&Z)
 - i. Report – Case # 12P-06/Elmhurst Bicycle Plan (DP&Z)
 - j. O-08-2013 – An Ordinance Authorizing the Disposal of Personal Property Owned By the City of Elmhurst
 - k. O-09-2013 – An Ordinance Approving and Authorizing the Execution of a Non-Exclusive License Agreement By and Between the Elmhurst Park District and the City of Elmhurst, DuPage and Cook Counties, Illinois
 - l. O-10-2013 – An Ordinance Approving and Authorizing the Execution of a Non-Exclusive License Agreement By and Between Elmhurst Running Club, Inc. and the City of Elmhurst, DuPage and Cook Counties, Illinois
 - m. MCO-03-2013 – An Ordinance to Amend Chapter 16 Entitled, "Garbage and Refuse," of the Municipal Code of the City of Elmhurst, Illinois
 - n. R-04-2013 – A Resolution to Approve and Authorize the Execution of an Auditing Services Agreement By and Between Sikich LLP and the City of Elmhurst
 - o. R-05-2013 – A Resolution Authorizing the Execution of a Software License and Professional Services Agreement By and Between Lucity, Inc. and the City of Elmhurst, Illinois
 - 7. Reports and Recommendations of Appointed and Elected Officials**
 - a. Acting Mayor Levin

b. City Manager Grabowski

8. Ordinances

a. O-11-2013 – An Ordinance Approving the Twenty-Seventh Amendment to Real Estate Purchase Contract for the Purchase of the Real Property Commonly Known as 260 North York Street, Elmhurst Illinois (Pauli)

9. Other Business

10. 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 TUESDAY, JANUARY 22, 2013
209 NORTH YORK STREET
ELMHURST, ILLINOIS**

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**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF ELMHURST, ILLINOIS
HELD ON TUESDAY, JANUARY 22, 2013
209 NORTH YORK STREET
ELMHURST, ILLINOIS**

CALL TO ORDER/ROLL CALL

Attendance: 45

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

Present: Diane Gutenkauf, Norman Leader, Bob Dunn, Michael J. Bram, Dannee Polomsky, Kevin L. York, Stephen Hipskind, Chris Healy, Scott Levin, Jim Kennedy (via electronic means), Steve Morley, Patrick Wagner, Mark A. Mulliner

Absent: Paula Pezza

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

PLEDGE OF ALLEGIANCE – FIELD SCHOOL WEBELOS PACK 26 & CONRAD FISCHER WEBELOS PACK 417

2. Alderman Polomsky introduced Webelos Pack 26 from Field School and Webelos Pack 417 from Conrad Fischer. She invited the Webelos to come forward and lead the City Council in the Pledge of Allegiance.

PRESENTATIONS

3. a. **SUPERIOR AMBULANCE/METRO PARAMEDICS CHECK PRESENTATION**

Acting Mayor Levin asked David Hill to join him at the podium. Mr. Hill along with Vice-Presidents Kim Godden and Mike Tillman, presented the Mayor and City Council with a check in the amount of \$166,205.24. He stated this is a surplus from Metro Paramedics because of the current agreement with Elmhurst. Mr. Hill stated Superior Ambulance has been a proud partner with the City of Elmhurst for 50-years.

Acting Mayor Levin accepted the check, expressing appreciation and gratitude for a long business relationship.

b. **MEDAL OF VALOR AWARD TO OFFICER RICK MOULIS** (Police Chief Ruth)

Acting Mayor Levin asked Police Chief Ruth to join him at the podium to present a special award to Officer Rick Moulis.

Chief Ruth stated in October of 2012 the Police received a domestic battery call and Officer Moulis arrived at the home to find three (3) women in a room with a man wielding a knife. Officer Moulis used his taser to subdue and stop the man. Chief Ruth presented Officer Moulis with the Medal of Honor, the Police Department's most prestigious award. He thanked Officer Moulis for his bravery.

RECEIPT OF WRITTEN COMMUNICATIONS AND PETITIONS FROM THE PUBLIC

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

Submitted documents he received as part of a FOIA request response on Open Meetings Act Training.

PUBLIC FORUM

5. Brandon Opfer
293 E. Madison St.
Elmhurst, IL 60126

Stated he is a Boy Scout in Troop 82. He asked the Council for their help to promote his Eagle Scout Project at the Salt Creek Greenway Trail, to remove Buckthorne, on March 2, 2013 between the hours of 8:00 a.m. – 4:00 p.m. He also asked for sponsors to help cover the expenses of his project.

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

Spoke against the proposed refuse contract.

Tamara Brenner
137 N. Caroline
Elmhurst, IL 60126

Spoke regarding the height of the Addison Street Garage Project and the conditional use permit for a 6-story building. She also stated the 4th floor will have office space, not parking.

Todd Benson
391 River Glen
Elmhurst, IL 60126

Announced the St. Patrick's Day Parade will be on March 9, 2013. He stated all applications to be in the parade are due by February 23, 2013. He also discussed a future marketing data base for local businesses to network.

ANNOUNCEMENTS

6. Alderman Bram announced he and Alderman Polomsky will host a 3rd Ward Town Hall Meeting on Wednesday, January 30, 2013 at the Elmhurst Library at 7:00 p.m. Police Chief Michael Ruth will be in attendance to answer questions.

Alderman York announced on February 9, 2013 ECAF will host a Casino Night. Visit the ECAF website for more information.

Alderman Hipskind announced he and Alderman York will host a 4th Ward Town Hall meeting on Wednesday, February 20, 2013 at City Hall at 7:00 p.m.

CONSENT AGENDA

7. The following items on the Consent Agenda were presented:
- a. MINUTES OF THE REGULAR MEETING HELD ON MONDAY, JANUARY 7, 2013 (City Clerk Spencer):
Approve as published
 - b. ACCOUNTS PAYABLE – JANUARY 22, 2013 TOTAL \$ 1,190,581.47
 - c. APPOINTMENT TO ZONING & PLANNING COMMISSION – CALLAWAY (Acting Mayor Levin): Concur with the Mayor's recommendation

January 3, 2013

To: Members of the City Council
Re: Appointment to Zoning & Planning Commission – Callaway

At the regular meeting of the Elmhurst City Council on Monday, October 15, 2012 Ms. Angela Villegas was appointed to the Zoning & Planning Commission. Ms. Villegas has informed City staff that she will regretfully be unable to serve on the Commission at this time.

With your advice and consent I will appoint Ms. Lisa R. Callaway to the Zoning and Planning Commission, replacing Ms. Villegas. Ms. Callaway's resume is attached for your consideration; her term will expire on February 20, 2017.

Respectfully submitted,
/s/ Scott M. Levin
Acting Mayor

- d. 95TH ANNUAL MEMORIAL DAY PARADE (City Manager Grabowski): Refer to the Public Affairs & Safety Committee

January 11, 2013

To: Acting Mayor Levin and Members of the City Council
Re: 95th Annual Memorial Day Parade

It is respectfully requested that the attached request from the Elmhurst Chamber of Commerce asking for permission to hold the 95th Annual memorial Day Parade on Monday, May 27, 2013, 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

- e. IRISH SPRING 5K (City Manager Grabowski): Refer to the Public Affairs & Safety Committee

January 17, 2013

To: Acting Mayor Levin and Members of the City Council
Re: Irish Spring 5K

It is respectfully requested that the attached request from TRS Racing to postpone the 2013 Irish Spring 5K and change the date and venue of the 2014 Irish Spring 5K, be referred to the Public Affairs and Safety Committee for review and recommendation back to the City Council.

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

- f. PATRIOT BIKE RIDE (City Manager Grabowski): Refer to the Public Affairs & Safety Committee

January 17, 2013

To: Acting Mayor Levin and Members of the City Council
Re: Patriot Bike Ride

It is respectfully requested that the attached request from Patriot Boxing and Fitness to hold a 10-mile bike ride and fitness challenge the *Patriot Bike Ride*, 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

- g. STRATEGIC PLANNING – ALDERMAN GUTENKAUF (City Manager Grabowski): Refer to the Finance, Council Affairs & Administrative Services Committee

January 17, 2013

To: Acting Mayor Levin and Members of the City Council
Re: Strategic Planning – Alderman Gutenkauf

It is respectfully requested that the attached request from Alderman Gutenkauf for the City to enter into a comprehensive strategic planning process, 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. REPORT – COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS) PURCHASE The following report of the Public Works & Buildings Committee was presented for passage:

January 14, 2013

To: Acting Mayor Levin and Members of the City Council
RE: Computerized Maintenance Management System (CMMS) Purchase

The Public Works and Buildings Committee met on Monday, January 14, 2013, to discuss the proposal for the purchase of a Computerized Maintenance Management System (CMMS) authorized in FY 2012/2013 budget for managing assets, work order processing and analyzing maintenance activity in the Collection and Distribution (Utility) Division.

A CMMS software package maintains a computer database of information about an organization's maintenance operations. The software is made up of two core functions, work orders and asset management.

The CMMS schedules preventive maintenance and tracks jobs providing step-by-step instructions, check-lists, lists of materials, and other job requirements. Scheduling jobs, assigning personnel, reserving materials, recording costs, and tracking relevant information such as the cause of the problem, response time or downtime involved, and recommendations for future action are all managed through the software system.

The CMMS assists in tracking environmental compliance schedules. This software program was a recommendation made by the Comprehensive Flood Study and subsequently, the RJN Group Summary of Findings. The use of a computerized maintenance management system was part of the original IEPA Compliance Commitment Agreement (CCA) and assists the City in managing compliance with sewer backup reporting and the fats, oils, and grease (FOG) program for the collection system. Recording data about equipment (linear assets), underground assets, and property including maintenance activities, specifications, purchase date, expected lifetime, warranty information, service contracts, service history, spare parts are all part of the asset management function of the software.

More specifically, the CMMS provides the Collection and Distribution (Utility) Division staff with the tools to effectively plan maintenance functions, improve productivity, lower overall operating costs, keep on top of legal/regulatory obligations, minimize liability, extend equipment life and otherwise manage the assets of the division. This CMMS program will be available for use by other divisions of Public Works as well.

The City of Elmhurst requested qualifications from professional software engineering consultants for a state-of-the-art computerized maintenance management software system for water, wastewater, underground assets and environmental compliance as well as public works applications to include geographical information system (GIS) integration, tablet and laptop applications for mobile workforce connectivity applications and a citizen portal application allowing for immediate notification of emergencies from the community.

The scope of work requires the selected engineering firm to provide the following:

- Project Initiation and Organization Meeting.
- Public Works and Utilities Software Bundled Products including water, wastewater, stormwater, and environmental compliance. The core bundle includes GIS, SCADA, and Mobile apps.
- Implementation Services which includes installation, configuration, data migration, integration, training and project management.

The selection committee followed the Qualifications-Based Selection procedures established by the Local Government Professional Services Selection Act (50 ILCS 510/0.01-510/7). Five packets were submitted from qualified software engineering firms of which three were interviewed. The firms interviewed are listed below:

- RJN Group – CASS WORKS, Wheaton, IL
- eRPortal Software Group, LLC, West Springfield, MA
- Lucity Inc., Overland Park, KS

Each firm was evaluated and ranked based on ability and capacity to perform the work, ability to produce the required software features and functionality, presence in the public works software marketplace, ease of use and reliability. The firm selected as the most qualified by the selection committee which included City of Elmhurst IT staff is Lucity Inc. of Overland Park, Kansas.

Lucity submitted superior qualifications and solutions including similar projects for other municipal public works departments and water/wastewater utility districts. Lucity Inc. received the highest performance reviews from their previous clients. Attached is the proposal from Lucity Inc. for the project.

The traditional license model is based on the number of “seat” licenses or concurrent users, carries a fee of \$ 82,500, the one-time implementation fee of \$ 48,500 and an annual support/maintenance fee of \$ 13,200. The Lucity software system offers a second option which is the purchase of the Enterprise License Agreement (ELA). This license is purchased in one-year terms for \$26,000 and includes constant connection services (no “seat” license requirement). This option includes all software upgrades, future data conversion and migration services, electronic documentation, help desk with unlimited access, client portal website, user interface updated with each new version and discounted registration fees for regional user group and annual conference meetings. The Lucity pricing structure for the ELA features implementation services which are on-site, remote and include installation, configuration, data migration (Access database), integration, training and project management. The one-time implementation fee is \$ 48,500. The integration effort is related to configuration of Esri ArcGIS, GIS data loading and HTE integration. Staff recommends the Enterprise License Agreement purchase option. The ELA annual fee will be budgeted in the municipal utility fund operating budget under software management.

Funding is provided in the FY 2012/13 Budget in the amount of \$ 75,000 in account number 510-6056-502-80-21 (Water/Wastewater) for the Computerized Maintenance Management System.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the proposal in the amount of \$ 74,500 from Lucity Inc. to provide professional asset management software be accepted and that the City Attorney be authorized to draft a resolution approving a contract with Lucity Inc. of Overland Park, Kansas.

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

- i. REPORT – COMMUNITY BANK OF ELMHURST 4 ON THE 4TH – 2013 RUN The following report of the Public Affairs & Safety Committee was presented for passage:

January 14, 2013

To: Acting Mayor Levin and Members of the City Council
Re: Community Bank of Elmhurst 4 on the 4th – 2013 Run

The Public Affairs and Safety Committee met on January 14, 2013 to discuss the request from the Community Bank of Elmhurst to hold the 2013 running of the Community Bank of Elmhurst 4 on the 4th event on Thursday, July 4, 2013. This event is hosted by the Elmhurst Running Club and will benefit the Elmhurst Children's Assistance Foundation (ECAAF). The race will commence at 7:15 a.m., with an 8:20 a.m. start for the Kids' Run. A representative from the Community Bank of Elmhurst was available to answer the Committee's questions.

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

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

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

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Council approve the Community Bank of Elmhurst 4 on the 4th – 2013 Run to be held on Thursday, July 4, 2013 commencing at 7:15 a.m., with an 8:20 a.m. start for Kids' Run. The Committee recommends the City Attorney be authorized to prepare the necessary documents for City Council approval.

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

- j. REPOT – REQUEST FOR BATTLE OF THE BANDS PERMIT The following report of the Public Affairs & Safety Committee was presented for passage:

January 14, 2013

To: Acting Mayor Levin and Members of City Council
Re: Request for Battle of the Bands Permit

The Public Affairs and Safety Committee met on January 14, 2013 to discuss the request by the Elmhurst Park District for approval for a Temporary Use and Events Permit for their annual Battle of the Bands event.

The Battle of the Bands will take place on Saturday, June 22, 2013 at the City's parking lot on the west side of Addison between First and Second Streets. The event will run from 3:00 p.m. until 10:15 p.m., with the Park District having partial access to the parking lot starting at 10:30 a.m. on the morning of the 22nd for setup. As this is a municipal lot used by local businesses for parking, access would be limited to the west side of the parking lot from 10:30 a.m. until 2 p.m. (see attached map). Between 2:00 p.m. until 10:15 p.m. the Park District would have full access to the entire lot. The concert will end by 9 p.m. on the 22nd, and take down will be completed by 10:15 p.m. No music will be played after 9 p.m.

The Battle of the Bands is an Illinois Parks and Recreation Association sponsored event for teen bands to compete in. The event in its second year and no there were not any reports of problems.

The Park District will work directly with the Police, Fire and Public Works Departments on planning for the layout/staging and general operational parameters of the concert. No street closures will

be necessary and no alcohol will be served at this event. Food will be provided by the Park District's Hospitality and Concessions Operations, which has all the proper permits.

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

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Council authorize the City Manager to issue the Temporary Use and Events Permit as requested by the Elmhurst Park District for the proposed Battle of the Bands on June 22, 2013. The Committee further recommends the City Attorney be authorized to prepare the necessary documents for City Council approval.

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

- k. REPORT – STARCOM RADIO PURCHASE The following report of the Public Affairs & Safety Committee was presented for passage:

January 14, 2013

To: Acting Mayor Levin and the Members of the City Council

Re: Starcom Radio Purchase

The Public Affairs and Safety committee met on Monday January 14, 2013 to discuss the purchase of Starcom radios for the Police and Fire Departments. In 2008, the City of Elmhurst entered into an Intergovernmental Agreement supporting the creation of the DuPage Interoperable Radio Network for public safety agencies. Part of this agreement involves the use of DuPage Emergency Telephone System Board (ETSB) funds (to the extent available) to purchase necessary consoles and radios for public safety agencies. Additional funding for this project was also available through Department of Homeland Security (DHS) Public Safety Interoperable Communications (PSIC) grant. The City was able to capitalize on both funding sources (Police radios/equipment funded at \$408,924.08 and Fire radios/equipment funded at \$215,725.45) substantially reducing costs to the City for the needed equipment.

The Police and Fire Departments require additional radios/equipment than the limited number allowed through the ETSB and PSIC grant programs. The additional number of radios and equipment required by the Police and Fire Departments came at the following costs to the City: Police: \$78,754.92 and Fire: \$63,441.55. All DuComm agency radios and equipment are being invoiced through DuComm. Funds have been budgeted for this equipment in account 110-5030-421-80-05 for Police in the amount of \$512,800.00 and in account 110-4020-422-80-05 for Fire in the amount of \$329,400.00.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Council approve payment of the invoices from DuComm for the additional Starcom radios/equipment for the Police Department (\$78,754.92) and the Fire Department (\$63,441.55).

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

- l. REPORT – AUDIT SERVICES FOR FISCAL YEARS 2012-13 AND 2013 The following report of the Finance, Council Affairs & Administrative Services Committee was presented for passage:

January 15, 2013

To: Acting Mayor Levin and Members of the City Council
Re: Audit Services for Fiscal Years 2012-13 and 2013

The Finance, Council Affairs and Administrative Services Committee met January 14, 2013, to review staff proposal for audit services for fiscal years 2012-13 and 2013.

Staff reviews audit services every four years. The last review was in 2009, and the City contracted with Sikich LLP for audit services for fiscal years 2008-09, 2009-10, 2010-11 and 2011-12. At this time, staff would typically review audit services and solicit quotes for the next four years through the request for proposal process.

However, as the City Council is aware, the City is in transition moving from a fiscal year ending April 30, 2013, to a calendar year starting January 1, 2014, with an eight-month year in between from May 1 to December 31, 2013. From an accounting, audit and budget standpoint, the transition presents some unique, one-time challenges in terms of revenue and expense accruals and allocations along with other considerations. To reduce the disruption inherent in changing service providers and to help ensure a smooth transition through the eight-month year, staff requests consideration of contracting with Sikich LLP for audit services for fiscal year 2012-13 and for the 2013 eight-month fiscal year. In addition to the actual audit work, Sikich LLP provides essential advice to staff at any time throughout the year, and this service will be particularly important during the transition years. Sikich LLP has provided the following quotes for service:

Fiscal Year 2012-13 - \$33,015; this quote is equal to the fee for the 2011-12 audit.

Fiscal Year 2013 - \$33,675; this quote includes a 2% increase compared to FY 2012-13.

The audit work for the transition eight-month fiscal year will be at least the same as, if not more than, the audit work for a normal twelve-month fiscal year. The audits performed by Sikich LLP in the past for the City of Elmhurst have been conducted in a professional, timely and efficient manner. Staff recommends contracting with Sikich LLP for audit services for fiscal years 2012-13 and 2013, for the fees quoted above. The Finance Committee concurs with staff recommendation.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council approve Sikich LLP to perform audit services for the City of Elmhurst for fiscal year ending April 30, 2013, for a fee of \$33,015, and for fiscal year ending December 31, 2013, for a fee of \$33,675.

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

- m. O-06-2013 – AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE LICENSE AGREEMENT BY AND BETWEEN THE ELMHURST ST. PATRICK’S DAY PARADE COMMITTEE AND THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS

Ordinance O-06-2013 was presented for passage.

- n. O-07-2013 – AN ORDINANCE AUTHORIZING THE SALE BY AUCTION OF PERSONAL PROPERTY OWNED BY THE CITY OF ELMHURST

Ordinance O-07-2013 was presented for passage.

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

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

Nays: None

Results: 13 ayes, 0 nays, 1 absent

Motion duly carried

COMMITTEE REPORTS

8. a. REPORT – ADMINISTRATIVE FEES FOR REFUSE AND RECYCLING SERVICE The following report of the Public Works & Buildings Committee was presented for passage:

January 14, 2013

TO: Acting Mayor Levin and Members of the City Council

RE: Administrative Fees for Refuse and Recycling Service

The Public Works and Buildings Committee met on January 14, 2013 to discuss administrative fees for refuse and recycling services.

As the City Council is aware, the City places an administrative fee on top of the hauler's rates for service for refuse and recycling. The administrative fee is used to cover the administrative costs incurred by the City in running the program. In 2013-14 that cost is estimated \$312,670. The costs incurred by the City are such items as the "free" leaf pickup, street sweeping, IT services, and City staff time for administering the program. The revenue necessary to pay for the administration cost comes from four sources; the administrative fee on the 65 gallon toter and the 95 gallon toter and the administrative fee placed on the refuse stickers and the yard waste stickers. The combined revenue of those sources needs to roughly equalize the administrative costs.

The Public Works and Buildings Committee discussed at length various scenarios by which the administrative fee could be distributed over the various items. One philosophy is that the administrative fee for the 95 gallon toter should be 50% (approximately) more than the administrative fee on the 65 gallon toter, as a 95 gallon toter is roughly 50% larger. Another approach was to view the cost of the administrative fee being equal regardless of the size of the toter as the amount of service each requires from the City is the same. City staff ran several scenarios covering the different approaches to spreading the cost. Each scenario run by the City needed to generate revenue of approximately \$312,000. It was noted that the rates being charged by Allied Waste for refuse hauling are significantly different between the 65 gallon toter and the 95 gallon toter. Noting that, the Committee recognized an opportunity to reduce the cost for refuse and recycling going forward for the entire community. It was determined that by placing a \$1.00 administrative fee on the 65 gallon toter and a \$2.25 administration fee on the 95 gallon toter, combined with at \$3.00 refuse sticker and a \$3.25 yard waste sticker, the City could simultaneously lower the cost for all residents and still raise the revenue necessary to cover administrative expenses.

The new sticker rates allow for a \$.60 administrative fee on refuse stickers and \$.85 administrative fee on yard waste stickers. The total price for a refuse and yard waste sticker is much more in line with neighboring communities than the old rates were. In addition it was noted that the \$.85 on the yard waste sticker will generate approximately \$110,000 in revenue which is the estimated cost for the 2013-14 "free" leaf pickup. The Committee strongly felt there was logic to having the fee for the yard waste stickers approximately equate to the cost for leaf pickup.

Ultimately the Committee decided on the \$1.00 administrative fee on a 65 gallon toter which, when added to the \$13.93 rate from Allied comes to a total monthly rate of \$14.93. The rate for 33 gallon service the previous year including the administrative fee was \$15.16. The Committee further decided to have an administrative fee of \$2.25 on the 95 gallon toter which, when added to the Allied Waste rate of \$18.45, equals the monthly rate of \$20.70. Last year's rate for a 95 gallon toter was \$21.95, a savings of \$1.25 per month.

The Committee concluded that this schedule of fees allowed everyone in the City of Elmhurst to pay less for the refuse and recycling services next year than last year, but allowed for enough revenue to cover all administrative fees. In addition the Committee concluded that anyone who had a 95 gallon toter and chose to reduce to a 65 gallon toter would save even more. The multiple toter sizes and cost structure will allow residents to purchase fewer stickers than they would have in the past (in addition).

Therefore it is the recommendation of the Public Works and Buildings that the City Council adopt the rates as outlined above for refuse and recycling and sticker prices. It is further recommended that the City Attorney to prepare the appropriate documents to allow the rates to be implemented on April 1, 2013.

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

Alderman Dunn moved to approve item **8a. Report – Administrative Fees for Refuse and Recycling Service**. Alderman Gutenkauf seconded.

Alderman Dunn reviewed item **8a. Report – Administrative Fees for Refuse and Recycling Service** and stated his support, asking Council to approve it.

Discussion ensued regarding the administrative fees.

Roll call vote on item **8a. Report – Administrative Fees for Refuse and Recycling Service**:

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

Nays: None

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

REPORTS AND RECOMENDATIONS OF APPOINTED AND ELECTED OFFICIALS

9. a. ACTING MAYOR LEVIN

Acting Mayor Levin stated Elmhurst Memorial Hospital has announced plans to merge with Edwards Hospital. He stated if the merger is approved, it would be finalized this summer.

b. CITY MANAGER – COMED COMMUNITY UPDATE (Continued to February 19, 2013 Meeting)

City Manager Grabowski stated the ComEd Community Update is postponed until the February 19, 2013 City Council meeting. He stated they have not completed all of their action plan for Elmhurst, which will be part of their presentation.

City Manager Grabowski announced that the southbound lanes of York Street will be closed between Fullerton and Industrial Drive tomorrow at approximately 2:00 p.m. He explained, Mariano's will use a helicopter to install an air-conditioning unit on the roof.

Alderman Healy asked City Manager Grabowski to request an update on reliability along with ComEd's presentation.

ORDINANCES

10. a. O-05-2013 – AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR REFUSE AND RECYCLING SERVICES BY AND BETWEEN ALLIED WASTE SERVICES NORTH AMERICA, LLC AND THE CITY OF ELMHURST

Ordinance O-05-2013 was presented for passage.

Alderman Dunn moved to approve item **10a. O-05-2013 – An Ordinance Approving and Authorizing the Execution of an Agreement for Refuse and Recycling Services By and Between Allied Waste Services North America, LLC and the City of Elmhurst.** Alderman Gutenkauf seconded.

Alderman Bram stated his concern for seniors and the 65-gallon toter in lieu of the 33-gallon toter. He stated he will support the ordinance because of the cost savings but stressed his concerns for seniors.

Aldermen Kennedy and Dunn, as Chairman and Vice-Chairman of the PW&B Committee respectively, stated the new structure will be a cost savings for all residents while at the same time doubling the size of recycling.

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

Nays: None

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

OTHER BUSINESS

11. Alderman Bram expressed his concern for the procedure used for the postponement of the underpass during a Public Works & Buildings Committee Meeting. He stated since the project was presented as part of the Capital Budget the decision should have been made by the full Council. Alderman Bram also stated concern with the process of obtaining a grant for this project before the project itself was even presented to Council and/or a Committee.

Alderman Healy explained the PW&B Committee's reasoning on why they delayed the project.

Discussion ensued.

ADJOURNMENT

12. Alderman Healy moved to adjourn the meeting. Alderman Dunn seconded. Voice vote. Motion carried. Meeting adjourned 8:40 p.m.

Scott M. Levin, Acting Mayor

Patty Spencer, City Clerk

CITY OF ELMHURST
 ACCOUNTS PAYABLE SUMMARY SHEET
 JANUARY 31, 2013

	<u>REGULAR</u>	<u>INTERIM</u>	<u>TOTAL</u>
<u>CHECKS</u>			
GENERAL FUND	\$919,532.90	51,197.27	\$970,730.17
LIBRARY FUND	21,710.68	-	21,710.68
REDEVELOPMENT	5,000.00	-	5,000.00
RT 83 COMMERCIAL DEVELOPMENT	2,600.00	-	2,600.00
MUNICIPAL UTILITY FUND	196,015.46	10,585.65	206,601.11
PARKING REVENUE SYSTEM FUND	39,994.55	-	39,994.55
POLICE PENSION FUND	775.00	-	775.00
	<u>1,185,628.59</u>	<u>61,782.92</u>	<u>1,247,411.51</u>

FINANCE REVIEW

Marilyn Gaston

CITY MANAGER REVIEW

[Signature]

TO THE CITY TREASURER,

THE PAYMENT OF THE ABOVE LISTED AMOUNTS HAS BEEN APPROVED BY THE
 CITY COUNCIL AT A MEETING HELD ON FEBRUARY 4, 2013 AND YOU ARE HEREBY
 AUTHORIZED TO PAY THEM FROM THE APPROPRIATE BUDGET ACCOUNT.

 MAYOR

 CITY CLERK

ACCOUNTS PAYABLE INQUIRY

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

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
INVOICE NO		VOUCHER P.O. NO						
0000009	00	ACE HARDWARE						
287143		005435	01	01/31/2013	110-4020-422.40-22	BRUSH WHEEL	7.19	
287142		005436	01	01/31/2013	110-4020-422.50-01	WASTEBASKET	11.69	
286806		005554	01	01/31/2013	110-4020-422.50-01	TOILET REPAIR	5.02	
286084		005553	01	01/31/2013	110-4025-424.40-98	BATTERY/FLASHLIGHT	10.78	
286955		005556	01	01/31/2013	110-5030-421.50-01	ROOM RENOVATION	36.47	
287020		005557	01	01/31/2013	110-5030-421.50-01	HUMIDIFIER	96.28	
287025		005558	01	01/31/2013	110-5030-421.50-01	LIGHT BULBS	32.38	
287239		005559	01	01/31/2013	110-5030-421.50-01	ROOM RENOVATION	16.88	
287267		005618	01	01/31/2013	110-6041-432.40-98	KNIFE/BLADES	10.23	
286949		005555	01	01/31/2013	110-7060-451.50-01	BROOM	10.79	
						VENDOR TOTAL *	237.71	
0020484	00	ACME DESIGN INC						
2808		005833	01	01/31/2013	110-7060-451.60-39	RACE TIRE MONITOR FRAMES	1,410.00	
						VENDOR TOTAL *	1,410.00	
0010825	00	ACS/SUSICO/CASTERCRAFT PRODS DIV						
0038462		005562	01	01/31/2013	110-6046-418.50-01	SIGNS	93.00	
						VENDOR TOTAL *	93.00	
0008511	00	ADDISON FIRE PROTECTION						
01/03/2013		005513	01	01/31/2013	110-4020-422.60-37	MEMBERSHIP	50.00	
						VENDOR TOTAL *	50.00	
0007472	00	AIRGAS USA, LLC						
9906769350		005457	01	01/31/2013	110-6047-512.40-98	SUPPLIES	252.61	
						VENDOR TOTAL *	252.61	
0019010	00	AL PIEMONTE FORD SALES, INC						
549790		005684	01	01/31/2013	110-6047-512.50-16	AUTO/PARTS E-16	14.60	
549772		005685	01	01/31/2013	110-6047-512.50-16	TRK/PARTS PW117	65.89	
549752		005686	01	01/31/2013	110-6047-512.50-16	TRK/PARTS PW117	73.68	
						VENDOR TOTAL *	154.17	
0000016	00	ALEXANDER EQPT CO INC						
90375		005939	01	01/31/2013	110-6043-434.50-08	CARBORATOR	260.90	
						VENDOR TOTAL *	260.90	
0016250	00	ALLIED GARAGE DOOR INC						
0000024324		005583	01	01/31/2013	110-4020-422.50-01	DOOR REPAIRS	1,194.30	
0000024241		005582	01	01/31/2013	110-6046-418.50-01	DOOR REPAIR	155.43	
						VENDOR TOTAL *	1,349.73	
0000078	00	ALLIED WASTE/REPUBLIC #551						
551-009894244		005606	01	01/31/2013	110-6045-441.30-65	REFUSE COLLECTION	221,801.57	
						VENDOR TOTAL *	221,801.57	
0010804	00	ALLSTAR AUTO GLASS INC						

BANK: 01

VEND NO	SEQ#	VENDOR NAME	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0010804	00	ALLSTAR AUTO GLASS INC	005651	01	01/31/2013	110-6047-512.50-02	TRK/PARTS PW22	95.00	
							VENDOR TOTAL *	95.00	
0020240	00	AMERICAN WELDING & GAS INC	005914	01	01/31/2013	110-6047-512.40-98	SUPPLIES	113.46	
							VENDOR TOTAL *	113.46	
0013255	00	ANDERSON ELEVATOR CO	005577	01	01/31/2013	110-5030-421.30-25	MONTHLY MAINT FEE	121.00	
129314			005576	01	01/31/2013	110-6046-418.30-25	MONTHLY MAINT FEE	121.00	
129314			005575	01	01/31/2013	110-7060-451.50-01	MONTHLY MAINT FEE	176.00	
129198			005572	01	01/31/2013	530-0088-503.30-25	PRESSURE TEST	585.00	
129200			005573	01	01/31/2013	530-0088-503.30-25	PRESSURE TEST	315.00	
129314			005574	01	01/31/2013	530-0088-503.30-25	MONTHLY MAINT FEE	484.00	
							VENDOR TOTAL *	1,802.00	
0000035	00	ANDERSON LOCK	005526	01	01/31/2013	110-4020-422.50-01	TRANSMITTER	449.44	
							VENDOR TOTAL *	449.44	
0000730	00	ANI SAFETY INC	005620	01	01/31/2013	110-5030-421.40-98	SUPPLIES	264.75	
							VENDOR TOTAL *	264.75	
0004935	00	ARAMARK UNIFORM SVCS	005614	01	01/31/2013	110-6041-432.40-62	UNIFORM SUPPLIES	28.39	
701-7938091			005616	01	01/31/2013	110-6041-432.40-62	UNIFORM SUPPLIES	94.75	
701-7938092			005615	01	01/31/2013	510-6052-501.40-62	UNIFORM SUPPLIES	28.39	
701-7938091			005617	01	01/31/2013	510-6052-501.40-62	UNIFORM SUPPLIES	94.75	
							VENDOR TOTAL *	246.28	
0016852	00	ARBOR DAY FOUNDATION	005943	01	01/31/2013	110-6040-431.60-37	MEMBERSHIP	25.00	
							VENDOR TOTAL *	25.00	
0007267	00	ASSOCIATED TECHNICAL SERVICES, LTD	005448	01	01/31/2013	510-6052-501.30-52	LEAK LOCATION SVCS	4,805.00	
23113			005699	01	01/31/2013	510-6052-501.30-52	LEAK LOCATION SVCS	350.00	
							VENDOR TOTAL *	5,155.00	
0007161	00	ASSOCIATED TIRE & BATTERY CO, INC	005453	01	01/31/2013	110-6047-512.50-16	PARTS/SUPPLIES	465.16	
							VENDOR TOTAL *	465.16	
0012277	00	AT&T	005402	01	01/31/2013	110-0086-453.30-75	MONTHLY PHONE	61.23	
63053030075410			005403	01	01/31/2013	110-0094-454.30-75	MONTHLY PHONE	22.96	
			005387	01	01/31/2013	110-1001-411.30-75	MONTHLY PHONE	1,071.44	

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
0012277	00	AT&T						
63078266949097	005415		01	01/31/2013	110-1001-411.30-75	MONTHLY PHONE	33.20	
63053030075410	005388		01	01/31/2013	110-2006-413.30-75	MONTHLY PHONE	352.05	
63053030075410	005389		01	01/31/2013	110-2007-413.30-75	MONTHLY PHONE	168.37	
63053030075410	005390		01	01/31/2013	110-2008-413.30-75	MONTHLY PHONE	1,010.22	
63029919307818	005966		01	01/31/2013	110-2008-413.30-98	MONTHLY PHONE	259.05	
63029919617851	005967		01	01/31/2013	110-2008-413.30-98	MONTHLY PHONE	259.05	
63053030075410	005391		01	01/31/2013	110-3015-414.30-75	MONTHLY PHONE	237.25	
63053030075410	005392		01	01/31/2013	110-4020-422.30-75	MONTHLY PHONE	336.74	
63083200803668	005604		01	01/31/2013	110-4020-422.30-75	MONTHLY PHONE	87.35	
70822603773592	005976		01	01/31/2013	110-4020-422.30-75	MONTHLY PHONE	188.08	
63040705638276	005551		01	01/31/2013	110-4021-425.50-98	MONTHLY PHONE	56.03	
63083200045401	005605		01	01/31/2013	110-4021-425.30-75	MONTHLY PHONE	311.94	
84727365350170	005980		01	01/31/2013	110-4021-425.30-75	MONTHLY PHONE	288.18	
63053030075410	005401		01	01/31/2013	110-4022-423.30-75	MONTHLY PHONE	198.98	
63053030075410	005393		01	01/31/2013	110-4025-424.30-75	MONTHLY PHONE	153.06	
63053050866185	005386		01	01/31/2013	110-5030-421.30-75	MONTHLY PHONE	34.75	
63053030075410	005394		01	01/31/2013	110-5030-421.30-75	MONTHLY PHONE	2,372.48	
63053033512328	005603		01	01/31/2013	110-5030-421.30-75	MONTHLY PHONE	142.72	
63022603952325	005975		01	01/31/2013	110-5030-421.30-75	MONTHLY PHONE	35.96	
70822603942320	005978		01	01/31/2013	110-5030-421.30-75	MONTHLY PHONE	188.08	
63053030075410	005395		01	01/31/2013	110-6040-431.30-75	MONTHLY PHONE	1,017.87	
63029950633668	005968		01	01/31/2013	110-6040-431.30-75	MONTHLY PHONE	158.18	
63029950643667	005969		01	01/31/2013	110-6040-431.30-75	MONTHLY PHONE	183.29	
63029979019998	005970		01	01/31/2013	110-6040-431.30-75	MONTHLY PHONE	291.88	
70822611450803	005973		01	01/31/2013	110-6040-431.30-75	MONTHLY PHONE	707.53	
70822613280851	005979		01	01/31/2013	110-6040-431.30-75	MONTHLY PHONE	152.48	
630R0605979200	005974		01	01/31/2013	110-6046-418.50-01	MONTHLY PHONE	152.48	
63053030075410	005399		01	01/31/2013	110-7060-451.30-75	MONTHLY PHONE	229.59	
63083313263643	005800		01	01/31/2013	110-7060-451.30-75	MONTHLY PHONE	45.75	
63053030075410	005396		01	01/31/2013	510-6050-501.30-75	MONTHLY PHONE	145.41	
70822611450803	005972		01	01/31/2013	510-6052-501.30-75	MONTHLY PHONE	353.77	
63053030075410	005397		01	01/31/2013	510-6055-502.30-75	MONTHLY PHONE	275.51	
70822611450803	005971		01	01/31/2013	510-6055-502.30-75	MONTHLY PHONE	353.77	
70822603793590	005977		01	01/31/2013	510-6055-502.30-75	MONTHLY PHONE	188.08	
						VENDOR TOTAL *	12,124.76	
0011146	00	AT&T GLOBAL SERVICES, INC						
1L805494	005957		01	01/31/2013	110-2008-413.50-25	NORTEL MAINT	1,219.70	
						VENDOR TOTAL *	1,219.70	
0000045	00	ATLAS BOBCAT INC						
B41748	005450		01	01/31/2013	110-6047-512.50-16	FILTERS	30.51	
						VENDOR TOTAL *	30.51	
0009618	00	AVAYA, INC						
2732345339	005835		01	01/31/2013	110-7060-451.30-98	ALARM MAINT FEE	149.07	
						VENDOR TOTAL *	149.07	
0009863	00	B & H PHOTO-VIDEO INC						

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
0009863	00	B & H PHOTO-VIDEO INC						
65772494		005464	01	01/31/2013	110-2008-413.40-72	SHIPPING CHARGES	9.75	
							VENDOR TOTAL *	9.75
0013718	00	BENES, JAMES J, & ASSOCS, INC						
1091 100		005999	01	01/31/2013	110-6040-431.30-26	PROF ENG SVCS	159.09	
1091 178		006000	01	01/31/2013	110-6040-431.30-26	PROF ENG SVCS	477.26	
1091 190		006001	01	01/31/2013	110-6040-431.30-26	PROF ENG SVCS	318.18	
1091 218		006002	01	01/31/2013	110-6040-431.30-26	PROF ENG SVCS	318.18	
1091 220		006003	01	01/31/2013	110-6040-431.30-26	PROF ENG SVCS	238.63	
1091 221		006004	01	01/31/2013	110-6040-431.30-26	PROF ENG SVCS	477.26	
1091 178		006005	01	01/31/2013	110-6040-431.30-26	PROF ENG SVCS	79.54	
1091 179		006006	01	01/31/2013	110-6040-431.30-26	PROF ENG SVCS	159.09	
1091 214		006007	01	01/31/2013	110-6040-431.30-26	PROF ENG SVCS	159.09	
1091 217		006008	01	01/31/2013	110-6040-431.30-26	PROF ENG SVCS	659.09	
1091 221		006009	01	01/31/2013	110-6040-431.30-26	PROF ENG SVCS	1,673.12	
1091 222		006010	01	01/31/2013	110-6040-431.30-26	PROF ENG SVCS	636.35	
1091 100		006011	01	01/31/2013	110-6040-431.30-26	PROF ENG SVCS	57.97	
1091 174		006012	01	01/31/2013	110-6040-431.30-26	PROF ENG SVCS	463.78	
1091 178		006013	01	01/31/2013	110-6040-431.30-26	PROF ENG SVCS	79.54	
1091 179		006014	01	01/31/2013	110-6040-431.30-26	PROF ENG SVCS	231.89	
1091 217		006015	01	01/31/2013	110-6040-431.30-26	PROF ENG SVCS	79.54	
1091 220		006016	01	01/31/2013	110-6040-431.30-26	PROF ENG SVCS	79.54	
1091 223		006017	01	01/31/2013	110-6040-431.30-26	PROF ENG SVCS	674.10	
1091 224		006018	01	01/31/2013	110-6040-431.30-26	PROF ENG SVCS	477.26	
							VENDOR TOTAL *	7,498.50
0000060	00	BERGHEGER, BRIAN						
01/18/2013		005829	01	01/31/2013	110-7060-451.60-39	EXPENSE REIMBURSEMENT	125.19	
							VENDOR TOTAL *	125.19
0000059	00	BERGHEGER, BRIAN-PETTY CASH						
12/21-01/21/13		005830	01	01/31/2013	110-7060-451.60-54	PETTY CASH REIMBURSEMENT	46.90	
12/21-01/21/13		005831	01	01/31/2013	110-7060-451.60-98	PETTY CASH REIMBURSEMENT	5.98	
12/21-01/21/13		005832	01	01/31/2013	110-7060-451.60-65	PETTY CASH REIMBURSEMENT	11.96	
							VENDOR TOTAL *	64.84
0000061	00	BERKHEIMER CO INC, G W						
942268		005475	01	01/31/2013	510-6056-502.50-01	FAN MOTOR	140.34	
							VENDOR TOTAL *	140.34
0000063	00	BERLAND'S HOUSE OF TOOLS						
351704		005565	01	01/31/2013	110-6046-418.40-98	TOOLS/BLADES REPLACEMENT	179.97	
							VENDOR TOTAL *	179.97
0010307	00	BEST QUALITY CLEANING INC						
49929		005891	01	01/31/2013	110-6046-418.30-14	CLEANING SVCS	5,825.00	
49929		005893	01	01/31/2013	510-6057-502.30-14	CLEANING SVCS	320.00	
							VENDOR TOTAL *	6,145.00
0015915	00	BORDEN DECAL CO						

PREPARED 01/28/2013, 11:28:32
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 01/31/2013 CHECK DATE: 02/07/2013

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
INVOICE NO		VOUCHER NO P.O. NO						
0015915	00	BORDEN DECAL CO						
00080430		005449	01	01/31/2013	530-0088-503.40-98	PARKING PERMITS/PASSES	2,579.00	
						VENDOR TOTAL *	2,579.00	
0016697	00	BORDIGNON, ANTHONY						
01/01-01/16/13		005506	01	01/31/2013	110-0086-453.30-52	CATV PROF SVCS	156.00	
						VENDOR TOTAL *	156.00	
0014870	00	BOUNDTREE MEDICAL, LLC						
80979809		005624	01	01/31/2013	110-4020-422.40-45	BATTERY PACK/DEFIBRILLATO	314.24	
						VENDOR TOTAL *	314.24	
0007199	00	BRETT EQPT CORP						
219167		005652	01	01/31/2013	110-6040-431.80-06	SET UP NEW VEHICLE/E-18	449.06	
219168		005454	01	01/31/2013	110-6047-512.50-16	PARTS/SUPPLIES	463.66	
						VENDOR TOTAL *	912.72	
0001899	00	BRISTOL HOSE & FITTING MAIN WAREHSE						
003144173		005650	01	01/31/2013	110-6047-512.50-16	TRK/PARTS PW88	121.26	
						VENDOR TOTAL *	121.26	
0007057	00	BROADCAST PRODUCTION SERVICES INC						
01/01-01/16/13		005505	01	01/31/2013	110-0086-453.30-52	CATV PROF SVCS	135.00	
						VENDOR TOTAL *	135.00	
0009305	00	BULLSEYE IMPRINTING & EMBROIDERY						
5641		005484	01	01/31/2013	110-4025-424.40-62	UNIFORM SUPPLIES	274.00	
						VENDOR TOTAL *	274.00	
0020131	00	BUMPER TO BUMPER LEE AUTO						
492-87564		005692	01	01/31/2013	110-6047-512.50-16	STOCK	53.94	
492-88711		005693	01	01/31/2013	110-6047-512.50-16	STOCK	29.98	
492-89120		005694	01	01/31/2013	110-6047-512.50-16	FILTERS	87.56	
492-89485		005905	01	01/31/2013	110-6047-512.50-16	PARTS/SUPPLIES	121.58	
						VENDOR TOTAL *	293.06	
0020991	00	BURG, CHRISTINE						
01/18/2013		005770	01	01/31/2013	110-5030-421.60-05	EXPENSE REIMBURSEMENT	10.69	
01/18/2013		005771	01	01/31/2013	110-5030-421.60-11	EXPENSE REIMBURSEMENT	2.19	
						VENDOR TOTAL *	12.88	
0000084	00	BURGIN, DENNIS						
01/01-01/16/13		005504	01	01/31/2013	110-0086-453.30-52	CATV PROF SVCS	135.00	
						VENDOR TOTAL *	135.00	
0013662	00	BURRIS EQPT CO						
PS74719		005451	01	01/31/2013	110-6047-512.50-16	FILTERS	25.44	
						VENDOR TOTAL *	25.44	
0009267	00	C J C AUTO PARTS & TIRES						

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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
0009267	00	C J C AUTO PARTS & TIRES						
926029	005687		01	01/31/2013	110-6047-512.50-16	TRK/PARTS PW172	2.80	
926279	005688		01	01/31/2013	110-6047-512.50-16	TRK/PARTS PD-7	82.26	
926084	005689		01	01/31/2013	110-6047-512.50-16	TRK/PARTS PD-2	36.84	
926644	005690		01	01/31/2013	110-6047-512.50-16	AUTO/PARTS E-22	121.14	
VENDOR TOTAL *							243.04	
0018709	00	CALDWELL, PAT - PETTY CASH						
01/10-01/17/13	005959		01	01/31/2013	110-1001-411.60-11	PETTY CASH REIMBURSEMENT	25.00	
01/10-01/17/13	005960		01	01/31/2013	110-2007-413.30-52	PETTY CASH REIMBURSEMENT	62.80	
01/10-01/17/13	005961		01	01/31/2013	110-2008-413.60-11	PETTY CASH REIMBURSEMENT	3.40	
01/10-01/17/13	005962		01	01/31/2013	110-4022-423.60-11	PETTY CASH REIMBURSEMENT	20.00	
01/10-01/17/13	005963		01	01/31/2013	530-0000-341.50-01	PETTY CASH REIMBURSEMENT	2.00	
VENDOR TOTAL *							113.20	
0003130	00	CARDINAL TRACKING, INC						
101798	005594		01	01/31/2013	530-0088-503.40-98	ENVELOPES	2,258.11	
VENDOR TOTAL *							2,258.11	
0008716	00	CASE LOTS INC						
045821	005725		01	01/31/2013	110-6041-432.40-98	SUPPLIES	32.84	
045821	005726		01	01/31/2013	110-6043-434.40-98	SUPPLIES	32.84	
045821	005727		01	01/31/2013	110-6044-435.40-98	SUPPLIES	32.84	
045821	005729		01	01/31/2013	110-6047-512.40-24	SUPPLIES	98.52	
045821	005728		01	01/31/2013	510-6052-501.40-98	SUPPLIES	32.84	
045821	005730		01	01/31/2013	510-6057-502.40-24	SUPPLIES	98.52	
VENDOR TOTAL *							328.40	
0007069	00	CDW GOVERNMENT INC						
W016952	005868		01	01/31/2013	110-2008-413.40-72	KVM CABLES	59.80	
V788851	005869		01	01/31/2013	110-2008-413.40-72	KVM CABLES	69.34	
W209827	005870		01	01/31/2013	110-2008-413.40-72	RETURNED MERCHANDISE	69.34	
W237147	005873		01	01/31/2013	110-2008-413.40-72	LABTOP	190.47	
W676136	005958		01	01/31/2013	110-2008-413.40-31	LCD MOUNT	867.50	
W679530	006023		01	01/31/2013	110-2008-413.40-73	INK CARTRIDGE	194.69	
VENDOR TOTAL *							1,312.46	
0006466	00	CENTURY TILE						
3199208	005560		01	01/31/2013	110-5030-421.50-01	ROOM RENOVATION/TILES	521.37	
VENDOR TOTAL *							521.37	
0020383	00	CHEM-WISE PEST MGMT						
218992	005540		01	01/31/2013	110-4020-422.50-01	PEST CONTROL	35.00	
218995	005544		01	01/31/2013	110-5030-421.30-98	PEST CONTROL	35.00	
219004	005539		01	01/31/2013	110-6046-418.50-01	PEST CONTROL	20.00	
218990	005541		01	01/31/2013	110-6046-418.50-01	PEST CONTROL	20.00	
218991	005542		01	01/31/2013	110-6046-418.50-01	PEST CONTROL	40.00	
219002	005543		01	01/31/2013	110-6046-418.50-01	PEST CONTROL	20.00	
218994	005545		01	01/31/2013	110-6046-418.50-01	PEST CONTROL	35.00	

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 AS OF: 01/31/2013 CHECK DATE: 02/07/2013

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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0020383	00	CHEM-WISE PEST MGMT						
219044		005547	01	01/31/2013	110-6046-418.50-01	PEST CONTROL	71.25	
219001		005548	01	01/31/2013	110-6046-418.50-01	PEST CONTROL	20.00	
218996		005546	01	01/31/2013	110-7060-451.50-01	PEST CONTROL	40.00	
VENDOR TOTAL *							336.25	
0014402	00	CHICAGO PARTS & SOUND LLC						
497275		005452	01	01/31/2013	110-6047-512.50-16	FILTERS	19.80	
498523		005761	01	01/31/2013	110-6047-512.50-16	FILTERS	29.22	
498599		005901	01	01/31/2013	110-6047-512.50-16	FILTERS	35.44	
VENDOR TOTAL *							84.46	
0020994	00	CHICAGO VELO CAMPUS						
0101		005946	01	01/31/2013	110-4020-422.60-86	MEMBERSHIP	400.00	
VENDOR TOTAL *							400.00	
0010619	00	CIVILTECH ENGRG INC						
40546		005993	01	01/31/2013	530-0088-503.80-19	PARKING IMPROVEMENTS	3,320.57	
VENDOR TOTAL *							3,320.57	
0000630	00	CLASSIC GRAPHIC INDUSTRIES INC						
71233		005538	01	01/31/2013	110-2006-413.40-33	ENVELOPES	572.75	
VENDOR TOTAL *							572.75	
0000114	00	COM ED						
8577587009		005428	01	01/31/2013	110-6044-435.30-24	MONTHLY ELECTRIC	15.68	
8661049027		005429	01	01/31/2013	110-6044-435.30-24	MONTHLY ELECTRIC	25.65	
8075341005		005430	01	01/31/2013	110-6044-435.30-24	MONTHLY ELECTRIC	25.65	
8577601004		005431	01	01/31/2013	110-6044-435.30-24	MONTHLY ELECTRIC	15.68	
8634040009		005432	01	01/31/2013	110-6044-435.30-24	MONTHLY ELECTRIC	15.68	
VENDOR TOTAL *							98.34	
0014623	00	COMCAST CABLE						
877120089008715005512			01	01/31/2013	110-4020-422.60-86	CABEL/INTERNET SVCS	175.87	
877120089004674005953			01	01/31/2013	110-4020-422.60-86	CABLE SVC	140.76	
877120089014144005954			01	01/31/2013	110-4020-422.60-86	INTERNET SVC	76.95	
VENDOR TOTAL *							393.58	
0019776	00	COMCAST CABLE COMMUNICATIONS INC						
13005		005744	01	01/31/2013	530-0088-503.80-19	OVERHEAD UTILITY RELOCATI	7,700.43	
VENDOR TOTAL *							7,700.43	
0011437	00	CONSTELLATION						
0008465864		005510	01	01/31/2013	510-6057-502.30-24	MONTHLY ELECTRIC	24,135.22	
VENDOR TOTAL *							24,135.22	
0007535	00	CONTRACTORS EQUIPMENT RENTAL						
74594		005647	01	01/31/2013	110-6047-512.50-16	TRK/PARTS PW137	17.98	
74585		005648	01	01/31/2013	110-6047-512.50-16	TRK/PARTS PW142,PW151	107.37	

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
0007535 74605	00	CONTRACTORS EQUIPMENT RENTAL 005649	01	01/31/2013	110-6047-512.50-16	TRK/PARTS PW172	16.34	
						VENDOR TOTAL *	141.69	
0007855 107379	00	CONVERGINT TECHNOLOGIES LLC 005552	01	01/31/2013	110-6046-418.50-01	HVAC REPAIR	966.50	
						VENDOR TOTAL *	966.50	
0020221 13-202	00	COOKIES FRESCO CORP 005589	01	01/31/2013	110-5030-421.60-14	DARE CAKES	126.00	
						VENDOR TOTAL *	126.00	
0009471 01222013	00	COSTCO - OAKBROOK 005778	01	01/22/2013	110-2007-413.60-23	WELLNESS SUPPLIES	CHECK #: 161240	185.49
						VENDOR TOTAL *	.00	185.49
0010278 01/24/2013	00	DAVIDSON, ERIC 005945	01	01/31/2013	110-4020-422.60-86	EXPENSE REIMBURSEMENT	400.00	
						VENDOR TOTAL *	400.00	
0006182 7623230	00	DELTA SONIC CAR WASH SYSTEMS 005783	01	01/31/2013	110-6047-512.50-16	CAR WASHES	220.50	
						VENDOR TOTAL *	220.50	
0000153 14783 14782	00	DU-COMM 006020 006021	01	01/31/2013 01/31/2013	110-4020-422.80-05 110-5030-421.80-05	STARCOM RADIO PURCHASE STARCOM RADIO PURCHASE	63,441.55 78,754.92	
						VENDOR TOTAL *	142,196.47	
0000157 239332	00	DUPAGE ANIMAL HOSPITAL 005595	01	01/31/2013	110-5030-421.60-01	ANIMAL CONTROL	63.63	
						VENDOR TOTAL *	63.63	
0016880 CCET-EL-1	00	DUPAGE COUNTY CIRCUIT CLERK 005601	01	01/31/2013	110-5030-421.60-27	PRINTERS	3,274.30	
						VENDOR TOTAL *	3,274.30	
0016890 199042	00	E & T PLASTICS OF ILLINOIS LLC 005566	01	01/31/2013	110-7060-451.50-01	DISPLAY CASE REPAIR	35.00	
						VENDOR TOTAL *	35.00	
0009707 0053827 0053828	00	E J EQUIPMENT INC 005447 005697	01	01/31/2013 01/31/2013	510-6056-502.80-07 510-6056-502.40-98	HOSE/NOZZLE HOSE	2,750.77 212.61	
						VENDOR TOTAL *	2,963.38	
0000177 3248 3233	00	ELMHURST CHAMBER OF COMMERCE 005610 005468	01	01/31/2013 01/31/2013	110-1001-411.60-98 110-3015-414.30-52	ANNUAL MEETING/AWARDS DIN AD COVER COST/PHOTOGRAPHY	50.00 2,455.00	

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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
0000177	00	ELMHURST CHAMBER OF COMMERCE						
3234		005609	01	01/31/2013	110-3015-414.30-52	ADS/DEC 2012	139.00	
3236		005808	01	01/31/2013	110-7060-451.60-37	ANNUAL MEETING/AWARDS DIN	50.00	
VENDOR TOTAL *							2,694.00	
0014621	00	ELMHURST CLAIMS ACCOUNT - CLAIM SVC						
7504366944		005676	01	01/16/2013	110-4020-422.20-07	SELF INSURED LOSS FUND	CHECK #: 161236	19,405.76
7504366944		005739	01	01/31/2013	110-4020-422.20-07	SELF INSURED LOSS FUND	351.91	
7504366944		005677	01	01/16/2013	110-5030-421.20-07	SELF INSURED LOSS FUND	CHECK #: 161236	1,349.25
7504366944		005740	01	01/31/2013	110-5030-421.20-07	SELF INSURED LOSS FUND	693.00	
7504366944		005678	01	01/16/2013	110-6040-431.20-07	SELF INSURED LOSS FUND	CHECK #: 161236	27,735.89
7504366944		005741	01	01/31/2013	110-6040-431.20-07	SELF INSURED LOSS FUND	4,826.33	
7504366944		005681	01	01/16/2013	110-7060-451.20-07	SELF INSURED LOSS FUND	CHECK #: 161236	33.88
7504366944		005679	01	01/16/2013	510-6050-501.20-07	SELF INSURED LOSS FUND	CHECK #: 161236	10,055.65
7504366944		005742	01	01/31/2013	510-6050-501.20-07	SELF INSURED LOSS FUND	5,489.49	
7504366944		005743	01	01/31/2013	510-6055-502.20-07	SELF INSURED LOSS FUND	2,920.50	
VENDOR TOTAL *							14,281.23	58,580.43
0018248	00	ELMHURST CLAIMS ACCT (NOVAPRO)						
7504366944		005501	01	01/31/2013	110-0082-416.60-02	SELF INSURED LOSS FUND	99.38	
7504366944		005502	01	01/31/2013	110-0082-416.60-28	SELF INSURED LOSS FUND	14,682.57	
VENDOR TOTAL *							14,781.95	
0017934	00	ELMHURST MEMORIAL OCCUP CAROL STRM						
73398		005933	01	01/31/2013	110-2007-413.30-47	PHYSICALS	2,260.00	
VENDOR TOTAL *							2,260.00	
0000188	00	ELMHURST PARK DISTRICT						
01650		005884	01	01/31/2013	110-0000-313.03-03	MUNICIPAL TAX REIMBURSE	512.56	
01651		005885	01	01/31/2013	110-0000-313.01-01	MUNICIPAL TAX REIMBURSE	550.83	
01652		005981	01	01/31/2013	110-0000-313.03-03	MUNICIPAL TAX REIMBURSE	19.25	
01653		005982	01	01/31/2013	110-0000-313.03-03	MUNICIPAL TAX REIMBURSE	114.08	
VENDOR TOTAL *							1,196.72	
0000193	00	ELMHURST POSTMASTER-PERMIT 47						
BOX 8630		005773	01	01/22/2013	110-1001-411.30-49	12 MONTH PO BOX SERVICE	CHECK #: 161239	265.00
BOX 8630		005776	01	01/22/2013	110-6040-431.30-49	12 MONTH PO BOX SERVICE	CHECK #: 161239	265.00
BOX 8630		005775	01	01/22/2013	510-6050-501.30-49	12 MONTH PO BOX SERVICE	CHECK #: 161239	265.00
BOX 8630		005777	01	01/22/2013	510-6055-502.30-49	12 MONTH PO BOX SERVICE	CHECK #: 161239	265.00
VENDOR TOTAL *							.00	1,060.00
0020988	00	EQUUSTOCK						
164633		005478	01	01/31/2013	110-4020-422.50-01	BAGS	149.75	
VENDOR TOTAL *							149.75	
0020067	00	EVERMORE LIFTING GEARS						
1526		005646	01	01/31/2013	110-6047-512.50-02	ACCIDENT REPAIRS/PW189	428.59	
VENDOR TOTAL *							428.59	
0017007	00	FACILITY SOLUTIONS GROUP						

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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
0017007	00	FACILITY SOLUTIONS GROUP						
2890640-00		005455	01	01/31/2013	110-6044-435.40-26	LAMPS	407.44	
2868836-00		005515	01	01/31/2013	110-6044-435.40-98	STREET LIGHT BALLAST	4,780.95	
2885983-00		005516	01	01/31/2013	110-6046-418.50-01	BALLAST REPLACE/LIGHTING	310.00	
2899569-00		005937	01	01/31/2013	110-6046-418.50-01	LAMPS	301.60	
						VENDOR TOTAL *	5,799.99	
0014261	00	FERGUSON ENTERPRISES INC						
1881077		005567	01	01/31/2013	110-6046-418.50-01	SOAP DISPENSER REPAIR	88.75	
1891520		005568	01	01/31/2013	110-6046-418.50-01	FAUCET REPAIR	26.52	
1884027		005569	01	01/31/2013	110-6046-418.50-01	TOILET REPAIR	11.92	
						VENDOR TOTAL *	127.19	
0006869	00	FISHER SCIENTIFIC						
5267314		005586	01	01/31/2013	510-6057-502.40-25	LAB SUPPLIES	249.59	
5448319		005764	01	01/31/2013	510-6057-502.40-25	LAB SUPPLIES	64.54	
5448304		005765	01	01/31/2013	510-6057-502.40-25	LAB SUPPLIES	81.26	
						VENDOR TOTAL *	395.39	
0005438	00	FLEET SAFETY SUPPLY						
57007		005645	01	01/31/2013	110-6047-512.50-16	BATTERIES	69.27	
						VENDOR TOTAL *	69.27	
0017446	00	FMP - FACTORY MOTOR PARTS						
50-571136		005621	01	01/31/2013	110-6047-512.40-34	OIL	46.44	
50-571273		005622	01	01/31/2013	110-6047-512.40-34	OIL	291.36	
61-178163		005623	01	01/31/2013	110-6047-512.50-16	CORE RETURN	67.00	
						VENDOR TOTAL *	270.80	
0002222	00	FOESMAN, RICH						
01/01-01/16/13		005508	01	01/31/2013	110-0086-453.30-52	CATV PROF SVCS	297.00	
						VENDOR TOTAL *	297.00	
0019978	00	FOREST AWARDS & ENGRAVING						
76547		005768	01	01/31/2013	110-5030-421.60-98	PLAQUE	30.25	
						VENDOR TOTAL *	30.25	
0000986	00	FREEWAY FORD						
06751		005607	01	01/31/2013	110-6043-434.80-06	NEW VEHICLE/PW84	19,714.00	
06752		005608	01	01/31/2013	110-6043-434.80-06	NEW VEHICLE/PW20	19,714.00	
						VENDOR TOTAL *	39,428.00	
0016093	00	FRIEDLANDER, LYNNE						
01/14-01/15/13		005826	01	01/31/2013	110-7060-451.60-39	EXPENSE REIMBURSEMENT	62.08	
						VENDOR TOTAL *	62.08	
0020999	00	FROZEN TREATS INC						
01/28/2013		006029	01	01/31/2013	310-0089-461.60-18	RETAIL BUSINESS DISTRICT	5,000.00	
						VENDOR TOTAL *	5,000.00	
0008274	00	GALLAGHER MATERIALS, INC						

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0000242	00	GRAINGER						
						VENDOR TOTAL *	362.78	
0004998 000064135	00	GREAT OAKS CONSTR UT		01 01/31/2013	510-0000-113.02-00	UB CR REFUND	119.54	
						VENDOR TOTAL *	119.54	
0009312	00	GREEN SUPPLY INC (GSI)						
5902498	005732			01 01/31/2013	110-4020-422.40-98	SUPPLIES	11.70	
5902498	005731			01 01/31/2013	110-5030-421.40-98	SUPPLIES	93.65	
5902498	005733			01 01/31/2013	110-6041-432.40-98	SUPPLIES	1.95	
5902498	005734			01 01/31/2013	110-6043-434.40-98	SUPPLIES	1.95	
5902498	005735			01 01/31/2013	110-6044-435.40-98	SUPPLIES	1.95	
5902498	005736			01 01/31/2013	110-6046-418.40-98	SUPPLIES	1.95	
5902498	005737			01 01/31/2013	110-6047-512.40-98	SUPPLIES	1.95	
5902498	005738			01 01/31/2013	510-6052-501.40-98	SUPPLIES	1.95	
						VENDOR TOTAL *	117.05	
0020998 281 CLINTON	00	GROGAN, BILL 005989		01 01/31/2013	510-6056-502.30-90	SEWER LINE REIMBURSEMENT	2,000.00	
						VENDOR TOTAL *	2,000.00	
0000255 FEB 2013	00	HAHN & ASSOCS, LTD 005590		01 01/31/2013	110-5030-421.30-48	SOCIAL SVCS	4,203.04	
						VENDOR TOTAL *	4,203.04	
0005803 01/01-01/16/13	00	HARRISON, JONATHAN 005503		01 01/31/2013	110-0086-453.30-52	CATV PROF SVCS	127.50	
						VENDOR TOTAL *	127.50	
0002046 145167 145166	00	HASTINGS AIR-ENERGY CONTROL 005437 005438		01 01/31/2013 01 01/31/2013	110-4020-422.30-98 110-4020-422.30-98	HOSE/CLAMPS REPLACEMENT PREVENTIVE MAINT	807.00 475.00	
						VENDOR TOTAL *	1,282.00	
0011839	00	HEALTHCARE SERVICE CORP						
014582	005915			01 01/31/2013	110-1001-411.20-04	HEALTH INS	5,334.26	
014582	005916			01 01/31/2013	110-2006-413.20-04	HEALTH INS	13,737.10	
014582	005917			01 01/31/2013	110-2007-413.20-04	HEALTH INS	4,279.94	
014582	005918			01 01/31/2013	110-2008-413.20-04	HEALTH INS	4,852.08	
014582	005919			01 01/31/2013	110-3015-414.20-04	HEALTH INS	1,606.54	
014582	005920			01 01/31/2013	110-4020-422.20-04	HEALTH INS	67,330.38	
014582	005921			01 01/31/2013	110-4025-424.20-04	HEALTH INS	12,682.05	
014582	005922			01 01/31/2013	110-5030-421.20-04	HEALTH INS	109,755.99	
014582	005923			01 01/31/2013	110-6040-431.20-04	HEALTH INS	26,543.75	
014582	005924			01 01/31/2013	110-7060-451.20-04	HEALTH INS	2,133.70	
014582	005928			01 01/31/2013	210-8070-452.20-04	HEALTH INS	21,637.87	
014582	005925			01 01/31/2013	510-6050-501.20-04	HEALTH INS	5,708.80	
014582	005926			01 01/31/2013	510-6055-502.20-04	HEALTH INS	6,451.98	

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0011839 014582	00	HEALTHCARE SERVICE CORP 005927	01	01/31/2013	530-0088-503.20-04	HEALTH INS	2,337.19	
						VENDOR TOTAL *	284,391.63	
0020450 78259	00	HERITAGE FS, INC 58 005793	01	01/31/2013	110-6047-512.40-19	GASOLINE	22,750.47	
						VENDOR TOTAL *	22,750.47	
0019440 01/11/2013	00	HEUSING, MICHAEL L 005443	01	01/31/2013	110-4020-422.60-86	EXPENSE REIMBURSEMENT	400.00	
						VENDOR TOTAL *	400.00	
0012341 007528/7022526	00	HOME DEPOT 1982-OAKBROOK TERR 005523	01	01/31/2013	110-5030-421.50-01	ROOM RENOVATION	15.12	
028875/7020415		005525	01	01/31/2013	110-5030-421.50-01	MEMORIAL BASE	21.02	
016001/8025318		005619	01	01/31/2013	110-6041-432.40-98	SAND PAPER	15.97	
018234/6025953		005941	01	01/31/2013	110-6041-432.40-98	TRASH CAN REPAIR	41.65	
022256/2027075		005942	01	01/31/2013	110-6041-432.40-53	SMALL TOOLS	166.49	
004004/0021926		005524	01	01/31/2013	110-6046-418.50-01	MICROWAVE	103.55	
008679/6022921		005471	01	01/31/2013	510-6057-502.50-08	BAR SCREEN RAKE	42.84	
						VENDOR TOTAL *	406.64	
0007888 5750	00	HOMER TREE CARE INC 006022	01	01/31/2013	110-6043-434.30-22	DED TREE REMOVAL	1,750.00	
						VENDOR TOTAL *	1,750.00	
0020987 9482	00	HUFF-N-PUFF FITNESS REPAIR 005479	01	01/31/2013	110-4020-422.60-86	FITNESS EQUIP MAINT	334.69	
						VENDOR TOTAL *	334.69	
0006067 13-993	00	IL FIRE CHIEFS ASSN - MUNDELEIN 005434	01	01/31/2013	110-4020-422.60-37	MEMBERSHIP	450.00	
						VENDOR TOTAL *	450.00	
0016223 09/04-11/26/13	00	IL FIRE SVC ADMIN PROFESSIONALS 005439	01	01/31/2013	110-4020-422.60-11	REGISTRATION	350.00	
						VENDOR TOTAL *	350.00	
0001005 PD-22	00	IL SEC OF STATE - CONF SERV PROG,CK GRP-1 005674	01	01/31/2013	110-6047-512.60-55	PLATE RENEWAL	99.00	
						VENDOR TOTAL *	99.00	
0000291 CASE #12-022378005596	00	IL SEC OF STATE - TITLE APPLIC FEES,CK GRP-1 005596	01	01/31/2013	110-5030-421.60-27	TITLE APPLICATION FEE	95.00	
						VENDOR TOTAL *	95.00	
0001319 PW20	00	IL SEC OF STATE - VEHICLE SVCS,CK GRP-1 005680	01	01/31/2013	110-6047-512.60-55	TITLE/PLATES	105.00	
						VENDOR TOTAL *	105.00	
0001319	00	IL SEC OF STATE - VEHICLE SVCS,CK GRP-2						

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0020935 2029	00	IRVINGS AUTO CARE,CK 005788	01	01/31/2013	110-5030-421.60-27	TIRES/CASE#12-042707	240.00	
						VENDOR TOTAL *	240.00	
0000976 99900	00	JIM'S TOWING,CK 005598	01	01/31/2013	110-5030-421.60-27	TOWING SVC/CASE#12-044866	550.00	
						VENDOR TOTAL *	550.00	
0000976 99979	00	JIM'S TOWING,CK 005780	01	01/31/2013	110-5030-421.60-27	TOWING SVC/CASE#12-044013	350.00	
						VENDOR TOTAL *	350.00	
0000976 99962	00	JIM'S TOWING,CK 005781	01	01/31/2013	110-5030-421.60-27	TOWING SVC/CASE#13-000576	350.00	
						VENDOR TOTAL *	350.00	
0000312 2013-0483 2013-0483	00	JULIE INC 005991 005992	01	01/31/2013 01/31/2013	110-6040-431.30-80 510-6050-501.30-80	JULIE LOCATES JULIE LOCATES	6,236.95 6,236.95	
						VENDOR TOTAL *	12,473.90	
0000314 820613	00	KALE UNIFORMS 005591	01	01/31/2013	110-5030-421.40-11	UNIFORM SUPPLIES	58.95	
						VENDOR TOTAL *	58.95	
0019654 11463	00	KANE, MCKENNA & ASSOCIATES INC 005433	01	01/31/2013	110-3015-414.30-52	PROFESSIONAL SVCS	1,112.50	
						VENDOR TOTAL *	1,112.50	
0020992 26953	00	KING, ROBERT P 005934	01	01/31/2013	110-0000-316.00-00	TRANSFER STAMP REFUND	729.00	
						VENDOR TOTAL *	729.00	
0018337 0113-0011	00	KINSER, BRYAN, ENTS, INC 005766	01	01/31/2013	510-6057-502.50-08	BAR SCREEN REPAIR	460.00	
						VENDOR TOTAL *	460.00	
0016004 01/24/2013	00	KRANSBERGER, CHRIS 006026	01	01/31/2013	110-4025-424.40-62	EXPENSE REIMBURSEMENT	20.35	
						VENDOR TOTAL *	20.35	
0000800 2003163	00	LASER ASSOCS, STEPHEN A 005511	01	01/31/2013	110-1003-412.30-52	INDIVIDUAL ASSESSMENT	550.00	
						VENDOR TOTAL *	550.00	
0013313 946018 945937 945968	00	LEACH ENTERPRISES, INC 005537 005639 005640	01	01/31/2013 01/31/2013 01/31/2013	110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16	FILTERS TRK/PARTS SQUAD#1 TRK/PARTS SQUAD#1	115.39 129.06 362.26	

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0013313	00	LEACH ENTERPRISES, INC						
946280	005760		01	01/31/2013	110-6047-512.50-16	FILTERS	80.61	
946354	005904		01	01/31/2013	110-6047-512.50-16	FILTERS	34.84	
VENDOR TOTAL *							722.16	
0000509	00	LILJEBERG, GLEN R						
01/01-01/16/13	005507		01	01/31/2013	110-0086-453.30-52	CATV PROF SVCS	169.75	
VENDOR TOTAL *							169.75	
0000617	00	M & M REPORTING, INC						
51771	006024		01	01/31/2013	110-3015-414.30-13	REPORTING SVCS	258.00	
51770	006025		01	01/31/2013	110-3015-414.30-13	REPORTING SVCS	644.00	
VENDOR TOTAL *							902.00	
0007611	00	MADIGAN, MICHAEL D						
60129700	MR		01	01/31/2013	110-0000-115.07-01	MADIGAN, MICHAEL D	25.00	
VENDOR TOTAL *							25.00	
0007486	00	MAMMA MARIA'S PIZZA						
9	005784		01	01/31/2013	110-5030-421.60-08	MEETING REFRESHMENTS	48.00	
VENDOR TOTAL *							48.00	
0007109	00	MARCHESE & SONS INC						
105718	005748		01	01/31/2013	325-0092-465.30-52	PROFESSIONAL SVCS	2,600.00	
VENDOR TOTAL *							2,600.00	
0017477	00	MCALLISTER EQPT CO						
VP13130	005637		01	01/31/2013	110-6047-512.50-16	TRK/PARTS PW48	50.66	
VP13144	005638		01	01/31/2013	110-6047-512.50-16	TRK/PARTS PW48	202.66	
VENDOR TOTAL *							253.32	
0007176	00	MCCANN INDUSTRIES INC						
07154988	005636		01	01/31/2013	110-6047-512.50-16	TRK/PARTS PW3	371.76	
VENDOR TOTAL *							371.76	
0004998	00	MCGOVERN BUILDERS						
000067443	UT		01	01/24/2013	510-0000-113.02-00	UB CR REFUND	57.31	
VENDOR TOTAL *							57.31	
0001049	00	MCI						
08611797999	005426		01	01/31/2013	110-0094-454.30-75	MONTHLY PHONE	.11	
08611797999	005416		01	01/31/2013	110-1001-411.30-75	MONTHLY PHONE	40.45	
08611797999	005417		01	01/31/2013	110-2006-413.30-75	MONTHLY PHONE	24.61	
08611797999	005424		01	01/31/2013	110-2007-413.30-75	MONTHLY PHONE	1.22	
08611797999	005425		01	01/31/2013	110-2008-413.30-75	MONTHLY PHONE	6.23	
08611797999	005418		01	01/31/2013	110-3015-414.30-75	MONTHLY PHONE	15.70	
08611797999	005419		01	01/31/2013	110-4020-422.30-75	MONTHLY PHONE	23.74	
08611797999	005420		01	01/31/2013	110-5030-421.30-75	MONTHLY PHONE	61.13	
08611797999	005421		01	01/31/2013	110-6040-431.30-75	MONTHLY PHONE	46.09	

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INVOICE		VOUCHER P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM		CHECK	HAND-ISSUED
NO		NO NO		DATE	NO	DESCRIPTION		AMOUNT	AMOUNT
0001049	00	MCI							
08611797999		005422	01	01/31/2013	110-7060-451.30-75	MONTHLY PHONE		14.51	
08611797999		005423	01	01/31/2013	510-6055-502.30-75	MONTHLY PHONE		4.32	
								VENDOR TOTAL *	238.11
0002941	00	MCMaster-CARR SUPPLY CO-A/P ADDRESS							
43533093		005521	01	01/31/2013	110-4020-422.50-01	HOSE REEL REPAIR		9.30	
43162321		005519	01	01/31/2013	110-5030-421.50-01	MEMORIAL BASE		35.57	
43045206		005517	01	01/31/2013	110-6044-435.40-98	BALLAST SOCKETS EXTENSION		94.20	
43162217		005518	01	01/31/2013	110-6046-418.40-53	HOLE SAW		140.86	
43622522		005520	01	01/31/2013	110-7060-451.50-01	PLASTIC CLEANER		19.86	
43532856		005469	01	01/31/2013	510-6052-501.50-18	MOTOR STARTER COMPONENT		50.53	
44099005		005698	01	01/31/2013	510-6052-501.40-67	ZIP TIES		30.77	
								VENDOR TOTAL *	381.09
0013303	00	MECHANICAL INC							
CHI154175		005570	01	01/31/2013	110-4020-422.50-01	VAV1 REPAIR		800.00	
CHI154423		005571	01	01/31/2013	110-6046-418.50-01	RELAYS REPLACE		700.00	
								VENDOR TOTAL *	1,500.00
0000366	00	MEL'S ACE HARDWARE							
421443/4		005635	01	01/31/2013	110-6047-512.50-16	TRK/PARTS PW20,PW84		17.13	
421382/4		005522	01	01/31/2013	110-7060-451.50-01	REFURBISH DISPLAY CASE		12.13	
421455/4		005767	01	01/31/2013	510-6056-502.50-11	SUMP PUMP		224.99	
								VENDOR TOTAL *	254.25
0000368	00	METRO PARAMEDIC SERVICES, INC							
278-001797		005807	01	01/31/2013	110-0084-442.30-01	AMBULANCE SVC/FEB 2013		10,799.33	
								VENDOR TOTAL *	10,799.33
0009371	00	MICRO CENTER A/R							
3015365		005850	01	01/31/2013	110-2008-413.40-72	HARD DRIVE CASE		284.97	
3012264		005852	01	01/31/2013	110-2008-413.40-72	HARD DRIVE		149.99	
025-SE-3015326		005861	01	01/31/2013	110-2008-413.40-72	RETURNED MERCHANDISE		49.99	
3012243		005863	01	01/31/2013	110-2008-413.40-72	HARD DRIVES		570.79	
								VENDOR TOTAL *	955.76
0000512	00	MID-TOWN PETROLEUM (2070)							
0734283-IN		005460	01	01/31/2013	510-6057-502.40-34	OIL		1,259.20	
0735185-IN		005587	01	01/31/2013	510-6057-502.40-34	OIL		1,297.39	
								VENDOR TOTAL *	2,556.59
0017125	00	MIDWEST OPERATING ENGRS BENEFITS							
MARCH 2013		005929	01	01/31/2013	110-6040-431.20-04	HEALTH INS		45,690.00	
MARCH 2013		005932	01	01/31/2013	110-6040-431.20-04	DEBIT FEB 2013 INVOICE		640.00	
MARCH 2013		005931	01	01/31/2013	510-6050-501.20-04	HEALTH INS		22,340.00	
MARCH 2013		005930	01	01/31/2013	510-6055-502.20-04	HEALTH INS		17,420.00	
								VENDOR TOTAL *	86,090.00
0007257	00	MOTION INDUSTRIES, INC							

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0008640	00	OFFICE DEPOT						
639358615001		005702	01	01/31/2013	110-2006-413.40-33	SUPPLIES	13.68	
639358757001		005703	01	01/31/2013	110-2006-413.40-33	SUPPLIES	38.59	
639357946001		005938	01	01/31/2013	110-2006-413.40-33	SUPPLIES	268.84	
639358757001		005704	01	01/31/2013	110-4025-424.40-33	SUPPLIES	6.42	
						VENDOR TOTAL *	327.53	
0018798	00	PIONEER TIRE REPAIR						
1146		005634	01	01/31/2013	110-6047-512.50-20	TIRE SUPPLIES	199.81	
						VENDOR TOTAL *	199.81	
0020566	00	PITNEY POWES INC - 371896 PITTSBGH						
567079		005445	01	01/31/2013	110-2006-413.40-33	EZ SEAL	93.48	
						VENDOR TOTAL *	93.48	
0013302	00	PRECISION CONTROL SYSTEMS OF						
20872		005563	01	01/31/2013	110-5030-421.30-98	MONTHLY MAINT FEE	284.00	
						VENDOR TOTAL *	284.00	
0020861	00	PRO-VISION VIDEO SYSTEMS						
25652		005633	01	01/31/2013	110-6047-512.50-16	MONITOR	307.93	
						VENDOR TOTAL *	307.93	
0020130	00	RAINBOW FARMS ENTERPRISES INC						
30202		005940	01	01/31/2013	110-6043-434.30-78	BRUSH DISPOSAL	450.00	
						VENDOR TOTAL *	450.00	
0008558	00	RED WING SHOE STORE-DOWNERS GROVE						
450000005712		005955	01	01/31/2013	110-4020-422.60-86	FOOTWEAR	1,242.82	
						VENDOR TOTAL *	1,242.82	
0004998	00	REICHL ANTHONY J						
000004127		UT	01	01/24/2013	510-0000-113.02-00	UB CR REFUND	8.14	
						VENDOR TOTAL *	8.14	
0005969	00	RICMAR INDUSTRIES						
313572		005762	01	01/31/2013	510-6052-501.40-98	SUPPLIES	102.47	
313572		005763	01	01/31/2013	510-6057-502.40-98	SUPPLIES	102.47	
						VENDOR TOTAL *	204.94	
0002601	00	RJN GROUP						
03		005995	01	01/31/2013	510-6056-502.80-13	PROF ENG SVCS	26,458.04	
						VENDOR TOTAL *	26,458.04	
0004827	00	ROESCH CHRYSLER, LARRY						
01/04/2013		005466	01	01/31/2013	110-6040-431.80-06	NEW VEHICLE/E-18	18,478.00	
01/04/2013		005467	01	01/31/2013	110-6040-431.80-06	NEW VEHICLE/E-21	18,278.00	
						VENDOR TOTAL *	36,756.00	
0005687	00	ROESCH FORD						

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0005687 25246	00	ROESCH FORD 005691	01	01/31/2013	110-6047-512.50-16	TRK/PARTS PW117	56.74	
						VENDOR TOTAL *	56.74	
0004969 7962	00	ROTARY CLUB OF ELMHURST 005828	01	01/31/2013	110-7060-451.60-37	MEMBERSHIP	360.00	
						VENDOR TOTAL *	360.00	
0005536 122571	00	RUNNION EQPT 005632	01	01/31/2013	110-6047-512.50-16	TRK/PARTS PW88	209.85	
						VENDOR TOTAL *	209.85	
0002887 OP/I135090	00	SEALCO, INC. 005472	01	01/31/2013	510-6057-502.50-08	RAW SAMPLER PUMP	79.08	
						VENDOR TOTAL *	79.08	
0010169 87317	00	SEAWAY SUPPLY 005701	01	01/31/2013	110-6046-418.40-24	SUPPLIES	475.15	
						VENDOR TOTAL *	475.15	
0007028 59757 59856 59757 59856 59757 59856	00	SELECT STAFFING 005789 005996 005790 005997 005791 005998	01	01/31/2013 01/31/2013 01/31/2013 01/31/2013 01/31/2013 01/31/2013	510-6050-501.10-01 510-6050-501.10-01 510-6055-502.10-01 510-6055-502.10-01 530-0088-503.10-01 530-0088-503.10-01	TEMP STAFFING TEMP STAFFING TEMP STAFFING TEMP STAFFING TEMP STAFFING TEMP STAFFING	261.94 261.94 261.94 261.94 224.52 224.52	
						VENDOR TOTAL *	1,496.80	
0009511 1236102200	00	SHIFFLER 005441	01	01/31/2013	110-4020-422.50-01	SWIVEL GLIDE/NYLON GLIDE	64.42	
						VENDOR TOTAL *	64.42	
0006380 58639	00	SIR SPEEDY 005613	01	01/31/2013	110-1001-411.60-56	PRINTING SVCS/POSTCARDS	370.00	
						VENDOR TOTAL *	370.00	
0004780 6946	00	SPECIAL T UNLIMITED 005592	01	01/31/2013	110-5030-421.60-08	POLO SHIRTS	216.00	
						VENDOR TOTAL *	216.00	
0004140 D11/12-18	00	SPEER FINANCIAL, INC 005747	01	01/31/2013	110-2006-413.30-12	PROFESSIONAL SVCS	413.78	
						VENDOR TOTAL *	413.78	
0007874 809 S KEARSAGE	00	SPINGOLA, RON 005990	01	01/31/2013	510-6056-502.30-90	SEWER LINE REIMBURSEMENT	2,000.00	
						VENDOR TOTAL *	2,000.00	
0008126	00	STERICYCLE INC						

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0008126 4003896785	00	STERICYCLE INC 005774	01	01/31/2013	110-5030-421.30-98	QUARTERLY ENERGY/FUEL	22.23	
						VENDOR TOTAL *	22.23	
0006770 0000116239 0000116240	00	STI-CO INDUSTRIES INC 005630 005631	01	01/31/2013 01/31/2013	110-6040-431.80-06 110-6040-431.80-06	SET UP NEW VEHICLE/E-18 SET UP NEW VEHICLE/E-21	325.66 312.00	
						VENDOR TOTAL *	637.66	
0002624 03/08-03/29/13 5156746	00	SUBURBAN BUILDING OFFICIALS (SBOC) 005483 005936	01	01/31/2013 01/31/2013	110-4025-424.60-11 110-4025-424.60-37	REGISTRATION MEMBERSHIP	1,875.00 75.00	
						VENDOR TOTAL *	1,950.00	
0008228 24388	00	SUBURBAN LABORATORIES INC 005461	01	01/31/2013	510-6057-502.30-33	LAB TESTING	678.00	
						VENDOR TOTAL *	678.00	
0002765 52710 52709	00	SUBURBAN WELDING & STEEL, LLC 005948 005949	01	01/31/2013 01/31/2013	110-4020-422.50-08 110-4020-422.50-08	SHELF REPLACEMENT SHELF REPLACEMENT	324.26 324.26	
						VENDOR TOTAL *	648.52	
0019685 20130012	00	TEAM KINGSLEY LLC 005848	01	01/31/2013	110-7060-451.60-39	DIGITAL VIDEO PLAYERS	444.78	
						VENDOR TOTAL *	444.78	
0014235 16280	00	TEAM SALES LTD 005772	01	01/31/2013	110-5030-421.40-11	UNIFORM SUPPLIES	165.00	
						VENDOR TOTAL *	165.00	
0018482 3907187	00	TELVENT DTN, LLC 005514	01	01/31/2013	110-4022-423.30-12	WEATHER RADIO	492.00	
						VENDOR TOTAL *	492.00	
0000523 91679-00	00	TERMINAL SUPPLY CO 005629	01	01/31/2013	110-6047-512.50-16	STOCK	78.75	
						VENDOR TOTAL *	78.75	
0000528 12-4278 12-4277	00	THOMPSON ELEVATOR INSPECTION SVC 005585 005584	01	01/31/2013 01/31/2013	110-6046-418.30-25 530-0088-503.30-25	INSPECTION FEE INSPECTION FEE	55.00 55.00	
						VENDOR TOTAL *	110.00	
0010869 J25111970101	00	TIGERDIRECT INC 005444	01	01/31/2013	110-2008-413.80-03	COMPUTER EQUIP	1,971.98	
						VENDOR TOTAL *	1,971.98	
0017675	00	TIMEOUT CHICAGO						

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0017675 12/29/2012	00	TIMEOUT CHICAGO 005849	01	01/31/2013	110-7060-451.60-51	SUBSCRIPTION	14.99	
						VENDOR TOTAL *	14.99	
0015926 011113-01	00	TOPARCO HOLDINGS, LLC 005462	01	01/31/2013	510-6052-501.30-30	PAINTING SVCS	6,600.00	
						VENDOR TOTAL *	6,600.00	
0018275 102023 102024	00	TOTAL PARKING SOLUTIONS 005611 005612	01	01/31/2013 01/31/2013	530-0088-503.50-08 530-0088-503.50-08	ANNUAL MAINT ANNUAL WEB OFFICE MONITOR	11,520.00 7,020.00	
						VENDOR TOTAL *	18,540.00	
0000533 75953	00	TRAFFIC CONTROL & PROTECTION 005913	01	01/31/2013	110-6041-432.40-52	ALUMINUM BLANKS	172.84	
						VENDOR TOTAL *	172.84	
0017891 1305885	00	TRANSSHICAGO TRUCK GROUP (ELMHURST) 005700	01	01/31/2013	110-6047-512.50-16	PARTS/SUPPLIES	60.95	
						VENDOR TOTAL *	60.95	
0005044 INV-0002389495	00	TRANSYSTEMS CORP 005994	01	01/31/2013	110-6048-513.80-25	PROF ENG SVCS	1,112.64	
						VENDOR TOTAL *	1,112.64	
0000536 0000185829 0000186089 0000186206 0000186205 0000186020	00	TREE TOWNS REPROGRAPHICS, INC 005818 005809 005984 005985 005813	01	01/31/2013 01/31/2013 01/31/2013 01/31/2013 01/31/2013	110-6043-434.40-98 110-7060-451.40-43 110-7060-451.60-39 110-7060-451.60-39 510-6052-501.40-98	DIGITAL BOND COPIES EXHIBIT POSTERS EXHIBIT BOARDS EXHIBIT BOARDS DIGITAL BOND COPIES	126.00 749.27 559.50 237.95 22.40	
						VENDOR TOTAL *	1,695.12	
0020636 88570419 88144369 88492159 88144298	00	TYCO INTEGRATED SECURITY LLC 005480 005481 005482 005836	01	01/31/2013 01/31/2013 01/31/2013 01/31/2013	110-4021-425.40-41 110-4021-425.30-98 110-4021-425.40-41 110-7060-451.30-98	PRO-RATED SVC CHARGES QUARTERLY BILLING RADIO INSTALLATION SECURITY SVCS	23.15 9,173.20 340.00 174.80	
						VENDOR TOTAL *	9,711.15	
0003805 48574008	00	ULINE INC 005847	01	01/31/2013	110-7060-451.60-39	SHIPPING SUPPLIES	117.25	
						VENDOR TOTAL *	117.25	
0015470 IN216253 IN212457 IN211915 IN215164	00	UNIFORMITY INC 005485 005486 005487 005488	01	01/31/2013 01/31/2013 01/31/2013 01/31/2013	110-4020-422.40-62 110-4020-422.40-62 110-4020-422.40-62 110-4020-422.40-62	UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORM SUPPLIES	7.90 27.95 7.90 107.85	

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VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0015470	00	UNIFORMITY INC									
IN212458		005489				01	01/31/2013	110-4020-422.40-62	UNIFORM SUPPLIES	27.95	
IN212236		005490				01	01/31/2013	110-4020-422.40-62	UNIFORM SUPPLIES	5.70	
IN212235		005491				01	01/31/2013	110-4020-422.40-62	UNIFORM SUPPLIES	26.95	
IN212097		005492				01	01/31/2013	110-4020-422.40-62	UNIFORM SUPPLIES	27.95	
IN212232		005493				01	01/31/2013	110-4020-422.40-62	UNIFORM SUPPLIES	71.90	
IN215843		005494				01	01/31/2013	110-4020-422.40-62	UNIFORM SUPPLIES	65.90	
IN215641		005495				01	01/31/2013	110-4020-422.40-62	UNIFORM SUPPLIES	105.00	
IN215642		005496				01	01/31/2013	110-4020-422.40-62	UNIFORM SUPPLIES	71.90	
IN215643		005497				01	01/31/2013	110-4020-422.40-62	UNIFORM SUPPLIES	86.95	
IN215645		005498				01	01/31/2013	110-4020-422.40-62	UNIFORM SUPPLIES	71.75	
IN215649		005499				01	01/31/2013	110-4020-422.40-62	UNIFORM SUPPLIES	32.86	
IN215784		005500				01	01/31/2013	110-4020-422.40-62	UNIFORM SUPPLIES	69.85	
IN216407		005950				01	01/31/2013	110-4020-422.40-62	UNIFORM SUPPLIES	70.05	
IN216429		005951				01	01/31/2013	110-4020-422.40-62	UNIFORM SUPPLIES	33.80	
VENDOR TOTAL *										920.11	
0020990	00	UNIV OF IL - ATTN M EVERETTE									
02/26-02/27/13		005792				01	01/31/2013	110-6040-431.60-11	REGISTRATION	100.00	
VENDOR TOTAL *										100.00	
0005115	00	UNIVERSAL TAXI DISPATCH, INC									
8855		005964				01	01/31/2013	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	2,138.90	
8855		005965				01	01/31/2013	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	65.40	
VENDOR TOTAL *										2,204.30	
0000550	00	URICK, EUGENIE									
01/01-01/16/13		005509				01	01/31/2013	110-0086-453.30-52	CATV PROF SVCS	770.50	
VENDOR TOTAL *										770.50	
0020762	00	VANOSDELL, BARBARA J									
01/16/2013		005588				01	01/31/2013	110-6040-431.10-02	PROFESSIONAL SVCS	307.50	
VENDOR TOTAL *										307.50	
0020995	00	VARGHESE, GEORGE									
590 W ARMITAGE		005986				01	01/31/2013	510-6056-502.30-90	SEWER LINE REIMBURSEMENT	2,000.00	
VENDOR TOTAL *										2,000.00	
0014788	00	VERIZON WIRELESS									
2854709795		005754				01	01/31/2013	110-1001-411.30-75	MONTHLY MOBILE BILL	172.00	
2854709795		005755				01	01/31/2013	110-2007-413.30-75	MONTHLY MOBILE BILL	32.95	
2854709795		005756				01	01/31/2013	110-2008-413.30-75	MONTHLY MOBILE BILL	1,460.70	
2854709795		005752				01	01/31/2013	110-4020-422.30-75	MONTHLY MOBILE BILL	381.06	
2854709795		005753				01	01/31/2013	110-4022-423.30-75	MONTHLY MOBILE BILL	48.30	
2854709795		005759				01	01/31/2013	110-4025-424.30-75	MONTHLY MOBILE BILL	101.83	
2854709795		005758				01	01/31/2013	110-5030-421.30-75	MONTHLY MOBILE BILL	1,890.95	
2854709795		005749				01	01/31/2013	110-6040-431.30-75	MONTHLY MOBILE BILL	861.70	
2854709795		005757				01	01/31/2013	210-8070-452.30-75	MONTHLY MOBILE BILL	72.81	
2854709795		005750				01	01/31/2013	510-6050-501.30-75	MONTHLY MOBILE BILL	275.74	

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NO		NO NO						AMOUNT
0014788	00	VERIZON WIRELESS						
2854709795		005751	01	01/31/2013	510-6055-502.30-75	MONTHLY MOBILE BILL	585.96	
VENDOR TOTAL *							5,884.00	
0000560	00	VILLA PARK ELECTRICAL SUPPLY						
01807380		005530	01	01/31/2013	110-5030-421.50-01	ROOM RENOVATION	13.78	
01807571		005532	01	01/31/2013	110-5030-421.50-01	LIGHT FIXTURES	311.77	
01807628		005533	01	01/31/2013	110-5030-421.50-01	LIGHT BULBS	115.44	
01806346		005527	01	01/31/2013	110-6044-435.40-53	SCREW DRIVER	11.70	
01806641		005528	01	01/31/2013	110-6044-435.40-98	TIME CLOCKS	123.00	
01807412		005531	01	01/31/2013	110-6044-435.40-98	TIME CLOCKS	61.50	
01808449		005534	01	01/31/2013	110-6044-435.40-98	PHOTO CELL	14.89	
01808360		005535	01	01/31/2013	110-6044-435.40-98	FUSES	18.90	
01808122		005536	01	01/31/2013	110-6046-418.50-01	BREAKER REPLACEMENT	15.00	
01806667		005529	01	01/31/2013	530-0088-503.50-14	SOCKETS REPLACEMENT	22.01	
VENDOR TOTAL *							707.99	
0014891	00	VILLA PARK HARDWARE						
223868/2		005473	01	01/31/2013	510-6057-502.50-08	DAF POLYBLEND #1 REPAIR	4.78	
223870/2		005474	01	01/31/2013	510-6057-502.50-08	DAF CONTROL REPAIRS	20.98	
VENDOR TOTAL *							25.76	
0006095	00	VITAL SIGNS USA INC						
81666		005446	01	01/31/2013	110-3015-414.30-54	ZONING SIGN INSTALLATION	150.00	
81713		005834	01	01/31/2013	110-7060-451.60-39	VINYL	50.00	
VENDOR TOTAL *							200.00	
0015717	00	WENTWORTH TIRE-BENSENVILLE						
420345		005627	01	01/31/2013	110-6047-512.50-20	TIRES/STOCK	370.24	
420346		005628	01	01/31/2013	110-6047-512.50-20	TIRES/PW117	367.24	
VENDOR TOTAL *							737.48	
0000576	00	WEST SUBURBAN OP, INC.						
138822		005983	01	01/31/2013	110-0094-454.40-33	MAILING SEALS	63.54	
138605		005550	01	01/31/2013	110-6040-431.40-33	LEAD REFILLS/NOTEBOOK	5.99	
137839		005549	01	01/31/2013	110-6046-418.40-33	DAILY PLANNER REFILL	31.61	
138381		005695	01	01/31/2013	510-6052-501.40-98	PAD HOLDER	24.47	
138553		005696	01	01/31/2013	510-6052-501.40-98	PAD HOLDER	34.16	
VENDOR TOTAL *							159.77	
0004668	00	WEST TOWN REFRIGERATION						
876956		005561	01	01/31/2013	110-5030-421.50-01	RELIEF VALVE REPLACEMENT	771.40	
116610		005779	01	01/31/2013	110-5030-421.30-98	MONTHLY MAINT FEE	525.00	
VENDOR TOTAL *							1,296.40	
0007017	00	WESTERING, TIMOTHY						
01/14/2013		005599	01	01/31/2013	110-5030-421.60-05	EXPENSE REIMBURSEMENT	46.38	
01/14/2013		005600	01	01/31/2013	110-5030-421.60-11	EXPENSE REIMBURSEMENT	7.08	
VENDOR TOTAL *							53.46	
0008459	00	WESTMONT INTERIOR SUPPLY HOUSE						

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0008459	00	WESTMONT INTERIOR SUPPLY HOUSE						
130009317	005578		01	01/31/2013	110-5030-421.50-01	CEILING TILES	6.72	
130009405	005579		01	01/31/2013	110-5030-421.50-01	CEILING TILES	83.20	
130009055	005580		01	01/31/2013	110-5030-421.50-01	CEILING NOTCHES	310.07	
VENDOR TOTAL *							399.99	
0020996	00	WILSON, RAY						
447 COTTAGE	HIL005987		01	01/31/2013	510-6056-502.30-90	SEWER LINE REIMBURSEMENT	2,000.00	
VENDOR TOTAL *							2,000.00	
0009930	00	WORLDPOINT ECC, INC						
5308032	005440		01	01/31/2013	110-4020-422.40-45	CPR PRACTICE SHIELDS/COUR	409.20	
VENDOR TOTAL *							409.20	
0001041	00	WRIGHT, STEVE						
01/21/2013	005785		01	01/31/2013	110-5030-421.40-11	EXPENSE REIMBURSEMENT	97.02	
VENDOR TOTAL *							97.02	
0015783	00	WURTH USA INC						
94380082	005458		01	01/31/2013	110-6047-512.40-34	OIL	56.80	
94380082	005459		01	01/31/2013	110-6047-512.50-16	PARTS/SUPPLIES	208.28	
VENDOR TOTAL *							265.08	
0000583	00	ZEP SALES & SERVICE						
9000048260	005456		01	01/31/2013	110-6046-418.40-24	SUPPLIES	258.98	
VENDOR TOTAL *							258.98	
HAND ISSUED TOTAL ***								61,782.92
TOTAL EXPENDITURES ****							1,185,628.59	61,782.92
GRAND TOTAL *****								1,247,411.51



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

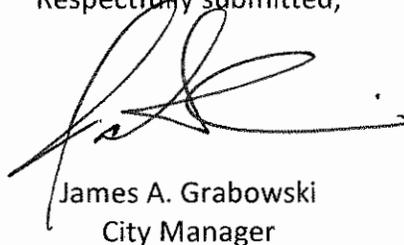
SCOTT M. LEVIN
ACTING MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
JAMES A. GRABOWSKI
CITY MANAGER

January 31, 2013

To: Acting Mayor Levin and Members of the City Council
Re: Natural Gas Aggregation – Aldermen Morley, York, Polomsky, & Healy

It is respectfully requested that the attached request from Aldermen Morley, York, Polomsky, & Healy for the City to investigate the feasibility of natural gas aggregation, be referred to the Finance, Council Affairs & Administrative Services Committee for review and recommendation back to the City Council.

Respectfully submitted,



James A. Grabowski
City Manager

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Elected Officials
01/31/2013

January 30, 2013

To: City Manager Jim Grabowski, Acting Mayor Scott Levin and members of the City Council

From: Aldermen Steve Morley, Kevin York, Dannee Polomsky and Chris Healy

Re: Natural Gas Aggregation

With the ongoing, significant savings made available to Elmhurst residents through electric aggregation, we are asking the City of Elmhurst to investigate the feasibility of natural gas aggregation. We are seeking the opportunity to provide our residents access to the best value in natural gas, with marked savings and continued reliability.

Please refer this request to the appropriate committee for review. Thank you.

Respectfully submitted,

Steve Morley, Alderman, 6th Ward
Kevin York, Alderman 4th Ward
Dannee Polomsky, Alderman 3rd Ward
Chris Healy, Alderman 5th Ward



CITY OF ELMHURST
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ELMHURST, ILLINOIS 60126-2759
(630) 530-3000
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SCOTT M. LEVIN
ACTING MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
JAMES A. GRABOWSKI
CITY MANAGER

January 31, 2013

To: Acting Mayor Levin and Members of the City Council
Re: Marketing Efficiency and Strategy – Alderman York & Polomsky

It is respectfully requested that the attached request from Aldermen York & Polomsky for the City to more effectively promote and market the City through further economic development efforts, be referred to the Development, Planning & Zoning Committee for review and recommendation back to the City Council.

Respectfully submitted,



James A. Grabowski
City Manager

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Elected Officials
01/31/2013

January 24, 2013

To: Acting Mayor Scott Levin, City Manager Jim Grabowski and Members of the City Council

From: Kevin York, Alderman 4th, Ward

Danee Polomsky, Alderman, 3rd Ward

Re: Marketing Efficiency and Strategy

To more effectively promote and market the City of Elmhurst, we believe resource consolidation, organizational restructuring and refinement of development goals will further economic development efforts. We recommend the following steps:

- Identify and inventory all resources allocated for economic development, community marketing and tourism. Included are funding sources for City staff, contracting consultants and City/community grants.
- Compare objectives for all promotional efforts.
- Identify any shared responsibilities and objectives.
- Explore partnerships with Elmhurst College and College of DuPage business and marketing programs. Seek student assistance to align efforts in promotional and marketing venues and to develop new ideas, strategies and efficiencies.
- Integrate these new ideas to improve community visibility and increase revenue associated with sales, food/beverage and hotel/motel taxes.

We are asking that this please be referred to the appropriate committee for review.

Respectfully submitted,

Kevin York, Alderman 4th Ward

Danee Polomsky, Alderman 3rd Ward



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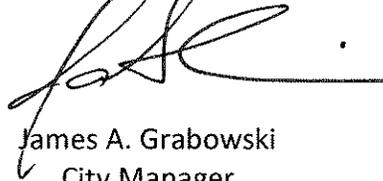
SCOTT M. LEVIN
ACTING MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
JAMES A. GRABOWSKI
CITY MANAGER

January 31, 2013

To: Acting Mayor Levin and Members of the City Council
Re: 2013 DuPage Mayors and Managers Conference Legislative Action Program

It is respectfully requested that the 2013 DuPage Mayors and Managers Conference Legislative Action Program be referred to the Finance, Council Affairs and Administrative Services Committee for their review, evaluation and subsequent recommendation to City Council.

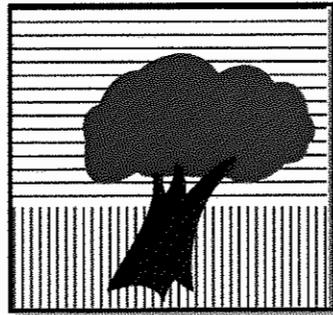
Respectfully submitted,



James A. Grabowski
City Manager

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01/31/2013

Legislative Action Program 2013



DuPage Mayors and Managers Conference
1220 Oak Brook Road
Oak Brook, Illinois 60523
(630) 571-0480
www.dmmc-cog.org

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Legislative Priorities

Legislative Priorities are those specific, immediate issues that the Conference pursues either through initiating legislation or through strong advocacy in cooperation with partner organizations. *Legislative Priorities* are our primary legislative focus as we commence this first year of the 98th General Assembly.

CRITICAL PRIORITIES

Protect the Authority of Municipalities to Manage Municipal Funds

Frequently threatened with revenue diversions and fee increases from the state, municipalities require the freedom to raise and expend municipal funds in order to provide the services most needed by their residents and businesses. Recently, municipalities have worked to protect the local portion of income tax, prevent revenue losses from sales tax “holidays,” and avert sweeps that divert local funds.

- **Require the Timely Disbursement of LGDF Funds**

The Comptroller should be required to transfer funds to the Local Government Distributive Fund (LGDF) and distribute those funds to municipalities as soon as they are received and certified. Furthermore, the state should refrain from diverting this, or any other municipal revenue, for its own programs.

- **Permit Municipalities to Collect Hotel-Motel Taxes for Permanent Residents**

The Illinois Hotel Operators’ Occupation Tax Act specifically exempts permanent residents and limits municipal hotel and motel tax revenue for people staying 30 days or longer. The Act should be amended to remove the exemption or change the definition of “permanent resident.”

- **Reject Unfunded State Mandates**

Legislation often requires communities to divert local expenditures from municipal services and use them to fund state-imposed programs. The state should not impose mandates that increase financial obligations on local governments without providing adequate funds to reimburse municipalities for these new mandates.

- **Limit the Prevailing Wage Act**

Amend the Prevailing Wage Act to exempt projects below a minimum cost threshold of \$250,000 and annually adjust the threshold by the Consumer Price Index (CPI).

Remove the Sunset Date on the Wireless Emergency Telephone Safety Act

At the advent of cell phone usage, an access fee of 75 cents per month was implemented to fund technological improvements which allow cell phones to contact 9-1-1. This statutory provision expires on July 1, 2013. The decline in landlines demands that the funding for 9-1-1 systems continue to be derived from the more proliferative usage of wireless phones.

Reform Pensions

The pension system must be made sustainable not only to ensure affordability for municipalities and taxpayers, but also to protect obligations to employees. If municipalities lack sufficient funds, then pension systems will collapse and retirees will lose their benefits entirely. In 2010, police and fire pensions became a two-tier system that ensured some relief for municipalities. That relief, however, will mostly occur in future decades, when today's newest employees begin to reach retirement age.

The following reforms must apply to current public safety employees for all future benefit accruals:

- Pause all cost of living adjustments (COLAs) for ten years, then establish COLA as the lesser of 3% or ½ of CPI, non-compounding;
- Increase employee contributions by 1% of salary per year for five years;
- Return the retirement age to 55 years, with a minimum of ten years of service;
- Return to an annual accrual formula whereby maximum benefit is attained at 35 years of service;
- Reform the calculation of pensionable salary and base the annuity on the average of the best eight years of the employee's final ten years of service.

The following additional reforms must apply to the administration of pensions:

- Amend the compliance and penalty provisions in Public Act 96-1495 which threaten to take LGDF and other state-collected funds if municipalities fail to contribute annually to public safety pension funds in an amount sufficient to reach a 90% funded level by the 2040 fixed amortization deadline;
- Enact a 30-year rolling amortization period for pension funding;
- Allow police and fire pension boards to invest funds in the IMRF;
- Allow police and fire pension boards to merge funds;
- Remove pension levies from the tax cap;
- Return to a public safety pension board structure with majority representation by the taxpayer;
- Amend the Sheriff's Law Enforcement Personnel (SLEP) program, which permits police chiefs to enroll in and transfer police time with previous municipal employers to SLEP, thus requiring the new employer to cover the cost of the unfunded liability;
- Oppose any new pension sweeteners.

Amend the Public Safety Employee Benefits Act

PSEBA was originally created to supply health insurance benefits to public safety employees who suffer catastrophic injuries in the line of duty. However, the system is frequently used to provide duplicative benefits at the expense of the taxpayers even when recipients are able to secure alternative, gainful employment with health benefits. The federal definition of "catastrophic injury" must be adopted to ensure that taxpayers are no longer needlessly overcharged.

PRIORITIES

Create Equality in Labor Relations

Municipalities are at an inherent disadvantage when bargaining contracts. A level playing field is necessary to stop the unsustainable burden placed on taxpayers by the current system.

- **Amend the Illinois Labor Relations Act to Create a Level Playing Field for Labor Arbitration**

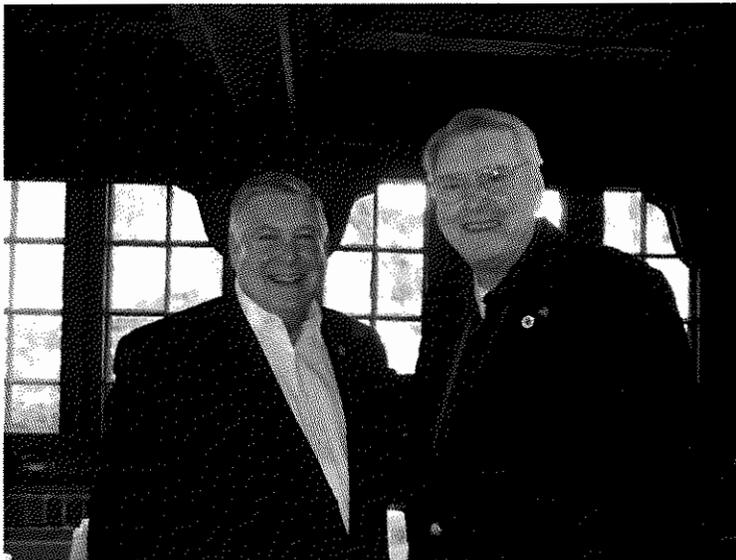
Arbitrators should be required to take into consideration both the interest and welfare of the public and the financial ability of the unit of government to meet costs with current revenue streams. Additionally, local fire unions should be required to pay for their share of arbitration costs, as police unions are currently required. The Act should also be amended to establish additional standards that prevent minor issues and unreasonable positions from being taken to arbitration.

- **Exempt Staffing Requirements from Collective Bargaining**

Due to statutory arbitration requirements and state-mandated pensions, the only variable municipalities can use to manage budgets is the number of staff. Legislation should be approved to explicitly exclude employee staffing levels from municipal collective bargaining.

- **Define “Confidential Employees” Under the Illinois Labor Relations Act**

Legislation is necessary to change the definition of “confidential employees” to include certain employees working directly for upper level management and having access to sensitive bargaining information in order to ensure that these employees are not considered “public employees” entitled to membership within a bargaining unit.



Support Western Access

As the Elgin-O’Hare Expressway expansion project is finalized, the state must consider the project’s impact on local residents and businesses. The state should ensure that funding for the project is fair, that any local contributions for these improvements are funded by the greater Chicago region, and that the new access route provides a true entrance into the airport.

Senator Kirk Dillard and the late Lombard President William Mueller

(L-R) Warrenville Administrator John Coakley, Carol Stream Mayor Frank Saverino, Jr., Representative Mike Fortner, Naperville Manager Doug Krieger, Hinsdale Manager Dave Cook, and Clarendon Hills Manager Randy Recklaus



Limit Commercial Freedom of Information Act Requests

Municipalities often receive FOIA requests that are not properly indicated as commercial, despite the fact that this is a violation of the Freedom of Information Act. These requests, which are often submitted by out-of-state private companies, pose a significant financial burden to municipalities. The Act should include more effective penalty provisions for violations by commercial interests.

Protect the Public Rights-of-Way and Advance the Modernization of Public Utilities

Public utilities use public rights-of-way to deliver necessary services and commodities to municipalities. Municipalities own these rights-of-way and have a duty to protect them. As such, municipalities and residents must be able to regulate utilities' usage of this land.

- **Require Utility Franchises**
Due to the monopoly status of some utilities, municipalities are at a disadvantage when negotiating expired franchises. Utilities should not be permitted to ignore expired franchises and should be required to negotiate with municipalities in good faith.
- **Require ComEd Accountability**
State statute provides ComEd with rate increases to invest in infrastructure and implement smart grid technology. ComEd should be required to provide a detailed capital plan in order to guarantee that revenue is being used appropriately to fund infrastructure improvements and customers are receiving the benefit of the technological advancements they are already funding.
- **Repeal Limitations on Municipal Audits of Utility Taxes**
Utilities collect taxes and fees to remit to municipalities. The statute must be amended to permit municipalities to effectively audit these utility tax remittances.

Legislative Position Statements

*In addition to the Priorities listed above, every year the Conference responds to many legislative proposals, initiated by a variety of groups on a vast array of topics, that significantly impact municipalities and their residents. The following **Legislative Position Statements** outline Conference positions on several of these issues and guide our legislative efforts through the course of the year.*

Protect Municipal Revenues

Municipalities should have the flexibility to fund the programs and services they consider necessary. Funds owed to municipalities should not be diverted and state mandates should be balanced against other municipal spending priorities to prevent overburdening local budgets and taxpayers.

- **Implement Streamlined Sales Tax**

Implement federal streamlined sales tax rules that preserve intra-state sourcing rules and that require the state to treat the resulting funds as pass-through revenue, so municipalities receive the tax revenue from out-of-state online retailers.

- **Make Owners Responsible for Protecting Foreclosed Property**

The burden to maintain foreclosed property should rest not on the municipality and taxpayers, but on the bank or other owner of record.

- **Amend Rules Regarding Publication of Reports and Notices**

Mandated reporting, printing, and notice requirements should be amended to permit municipalities to satisfy compliance by posting reports and publications online and providing paper copies on request. In addition, double publication of two-county Truth in Taxation Notices, which wastes limited public resources, should be eliminated.

- **Permit Municipal Control Over IDOT Projects**

Municipalities should be allowed to obtain partial or full waiver from IDOT review for certain projects, and to hire their own consultants to conduct state reviews to avoid delays. In addition, guidelines should be established to allow municipalities to administer their own Motor Fuel Tax funds without the delay of state approval.

- **Preferences for Illinois Contractors**

Allow municipalities to select out-of-state contractors, rather than in-state contractors, if the bid differential is greater than 10%.

- **Remove the Referendum Requirement for Real Estate Transfer Tax**

Allow municipalities to enact or increase a real estate transfer tax without referendum.

- **NPDES Permit Fees**

The fees charged for National Pollutant Discharge Elimination System (NPDES) permits should be reduced to the level necessary to conduct related regulatory activity.

Eliminate Barriers to Local Management of Labor and Personnel

Support must be given to local authority to manage labor and personnel and to implement the most efficient and effective means of delivering services. Legislative barriers that make it difficult to consolidate and coordinate services—including public works, code enforcement, police, and fire—should be eliminated. The resulting efficiency would permit municipalities to provide a higher level of services, save money, and reduce the burden on taxpayers.



*Representative Stephanie Kifowit and Roselle Mayor
Gayle Smolinski*

- **Permit Municipalities to Recoup an Administrative Fee for Providing Health Coverage**
The Police Officer's Continuance Privilege and Municipal Employee's Continuance Privilege should permit municipalities to charge a 2% fee to offset administrative costs, as COBRA currently allows.
- **Provide Municipal Control of the Foreign Fire Insurance Tax Revenue**
Elected municipal officials, not fire department members, should receive, budget, and spend revenues from the Foreign Fire Insurance Tax.
- **Prohibit Municipal Employees from Serving on the Governing Board**
No municipal employee should be eligible to serve on the governing board for that municipality.
- **Regulate Charitable Solicitations on Behalf of Police or Fire Unions**
Develop effective enforcement against fraud and misrepresentation by solicitors.
- **Amend Public Safety Pension Board Training Legislation**
Amend Public Acts 96-0429 and 94-0354 to permit pension board trustees and police chiefs and deputy chiefs to satisfy training requirements using online courses and webinars, and to allow certification of local community colleges to provide the training. Additionally, provide exemptions for professionals with relevant credentials and remove the requirement for annual reviews, making training a one-time event.

Preserve and Respect Local Authority

The freedom to make decisions at the local level is the best way that municipalities can fully serve their unique constituencies. Policies should not undermine or preempt local authority and responsibility to protect the health, safety, and welfare of local residents.

- **Permit Access to Sales Tax Information**
Grant all municipalities access on a quarterly basis to the Illinois Department of Revenue sales tax information by individual retailer for enforcement and budgeting purposes.
- **Preserve Local Risk Management Pools**
Support the preservation of local authority to enter into and manage cooperative risk pools.
- **Amend the Open Meetings Act**
Clarify all rules under the Act regarding the use of developing technology during meetings.
- **Protect Sign Regulation and Limit Billboard Removal Compensation**
Legislation is necessary to allow municipalities to use amortization as a form of “just compensation” when zoning changes cause a billboard to be a nonconforming use.
- **Expand Allowable Annexation Boundaries**
Expand municipalities’ rights with respect to involuntary annexations by adding railroad and utility rights-of-way as allowable boundaries.
- **Limit Land Disconnection**
Prohibit the disconnection of land from a municipality without approval from the city council or village board.
- **Permit Special Service Areas for Stormwater Facilities**
Reform Public Act 97-0533 to prohibit the refusal of special service areas so municipalities can ensure maintenance of drainage facilities that are the responsibility of homeowner associations.
- **Allow Municipalities to Determine the Form of Security Posted by Developers**
Municipalities, rather than developers, should be able to decide whether developers will need a bond or a letter of credit for public improvements.

(L-R) Woodridge Mayor William Murphy, Representative Emily McAsey, and Hanover Park President Rod Craig



Remove Barriers to Non-Home Rule Authority

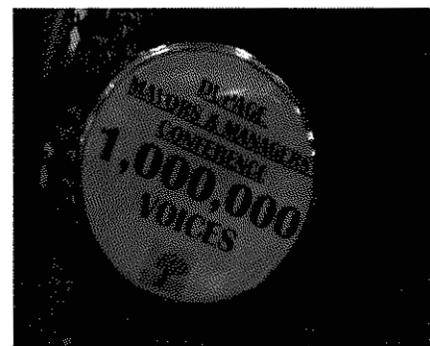
The distinction between home rule and non-home rule communities should be removed to recognize the ability of all municipalities to govern themselves, regardless of population.

- **Amend the Hotel-Motel Tax**
Allow non-home rule municipalities greater flexibility in how they may spend Hotel-Motel Tax revenues.
- **Amend the Sales Tax**
Allow non-home rule municipalities greater flexibility to expend sales tax revenue on areas other than infrastructure.
- **Allow Crime Free Housing Regulations**
Municipalities with home rule authority are permitted to license landlords and require periodic inspection of dwellings. Legislation should allow non-home rule communities to use this program as well.
- **Allow Greater Flexibility with Other Taxes and Restrictions**
Allow non-home rule municipalities to employ policies such as state and local funding alternatives, regulation of pawn shops, and economic development incentives. Also, permit non-home rule municipalities to assess and expend—for any government purpose—tax revenue from car rentals, gasoline, and natural gas utilities.



(L-R) Representative Mike Fortner, Senator Linda Holmes, Senator Tom Johnson, Warrenville Mayor David Brummel, Willowbrook Mayor Robert Napoli, and Itasca President Jeff Pruyn

The DuPage Mayors and Managers Conference is an association of municipalities representing over 1,000,000 people.



Conference Officers and Legislative Committee

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President, Village of Hanover Park

Vice President, Jeff Pruyn

President, Village of Itasca

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

January 29, 2013

To: Acting Mayor Levin and Members of the City Council

Re: Property Tax Rebate Program Review

The Finance, Council Affairs and Administrative Services Committee met January 28, 2013, to review the City's Property Tax Rebate Program for the 2012 property tax year.

As the City Council will recall, a Property Tax Rebate Program was approved in 2010 in response to the continuing negative economic conditions, and to the property tax increase that was implemented for the 2009 property tax year. The rebate was 100% of the increase in the City portion of the 2009 property tax bill compared to the City portion of the prior year (2008) property tax bill, for the identical property. The components of the City's portion of the tax bill are the Pension Fund line (which includes the Police Pension, Firefighters Pension and IMRF) and the City of Elmhurst line (which includes part of the cost of Fire Protection, Ambulance and Debt Service). The program was available to persons whose annual household income for the applicable tax levy year was equal to or less than the very low income limits for that year as defined by the U.S. Department of Housing and Urban Development, and who lived in an owner-occupied single family or multi-family (i.e. condominium) dwelling. There were twenty-six participants in the program, and the total rebate amount for the 2009 property tax year was \$5,520.42. Fifteen of the twenty-six participants (58%) were age 65 or older.

The City Council also approved the Property Tax Rebate Program for the 2010 property tax year. The rebate was based on the increase of the City portion of the 2010 property tax bill compared to the City portion of the prior year (2009) property tax bill. The income parameters were adjusted to 60% of the current median income in DuPage County. There were twenty-three participants in the 2010 rebate program, and the total rebate amount was \$823.78. Thirteen of the twenty-three participants (57%) were age 65 or older and receive the Senior Exemption, and eleven of the thirteen participated in the DuPage County Senior Citizens Assessment Freeze Program.

The City Council also approved the Property Tax Rebate Program for the 2011 property tax year. There were eight participants in the 2011 rebate program, and the total rebate was

**FINANCE, COUNCIL AFFAIRS &
ADMINISTRATIVE SERVICES COMMITTEE**

1-24-13

Copies To All
Elected Officials

01/31/2013

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January 29, 2013

To: Acting Mayor Levin and Members of the City Council

Re: Property Tax Rebate Program Review

\$146.58. Six of the eight participants receive the Senior Exemption and participate in the DuPage County Senior Citizens Assessment Freeze Program.

The Finance Committee reviewed the Property Tax Rebate Program for the 2012 property tax year. Based on the projected 2012 property value for the eight 2011 participants and the projected City tax rate, the estimated total rebate would be under \$100. After discussion, it was the consensus of the Finance Committee to recommend approval of the Property Tax Rebate Program for the 2012 property tax year.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council approve the Property Tax Rebate Program for the 2012 property tax year.

Respectfully submitted,
FINANCE, COUNCIL AFFAIRS AND
ADMINISTRATIVE SERVICES
COMMITTEE



Stephen W. Hipskind, Chairman



Mark A. Mulliner



Kevin L. York, Vice Chairman



Scott M. Levin



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CITY MANAGER

January 29, 2013

TO: Acting Mayor Levin and Members of City Council
RE: "Got It" Campaign

The Development, Planning and Zoning Committee met on numerous occasions, most recently on January 28, 2013 to review a request for disbursement of funds from the budgeted \$25,000.00 funding.

This campaign was conceived by the combined efforts of the Elmhurst Economic Development Commission, City Staff, the Elmhurst Chamber of Commerce and Findzall Community Marketing. The campaign is essentially a City of Elmhurst program, administered by the Chamber of Commerce.

Mr. John Quigly, Executive Director of the Elmhurst Chamber of Commerce and Industry, briefed the Committee on the progress of the "Got It" campaign.

The Committee discussed the request from the Elmhurst Chamber of Commerce and Industry for approval of the release of \$9,900.00 from budgeted fund of \$25,000.00. To date \$2,832.00 has been distributed from this fund. The Committee notes the importance of the Got It campaign and agrees with the requested funding; The Got It campaign is a City of Elmhurst campaign being administered by the Chamber. The Committee further notes that a total of \$12,732.00 dollars have been requested, including this current request, which is slightly over 50% of the approved \$25,000.00 budget which ends April 30, 2013.

After discussion of the overall campaign and the proposed expenditure, it was the consensus of the Committee that this campaign should continue and, therefore, supports the release of the requested funds.

Respectfully submitted,
DEVELOPMENT PLANNING AND ZONING COMMITTEE

Steven Morley

Steven Morley, Chairman

Danee Polomsky

Danee Polomsky, Vice-Chair

Norman Leader

Norman Leader, Alderman, 2nd Ward

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1/31/2013

Chamber of Commerce Invoice Tracker - "Got It" Campaign

Invoice Number	Description	Vendor	Amount	Paid
\$5,000 Interim Check 5/20/2011 #145386 - Starter Fund for Got It Campaign				
Included:	Design of "Got It" Logos	Desert Rose	\$3,000.00	
	February Print Ad	Escafax News	\$390.00	
	Hole Sponsorship - EC Golf Outing	Elmhurst College	\$150.00	
	2121 Elmhurst Street Map 2012 Partial Pymt	Chamber	\$1,460.00	
1164	Fold-Out Cover Community Directory	Chamber	\$3,375.00	
1496	Back Cover Ad Winter PD Brochure	Park District	\$1,000.00	
1534	Reusable Tote Bags	Porter Specialty Advertising Corp	\$3,181.16	
1545	Vallette Fall Fest Sponsorship	York & Vallette	\$180.00	
1545	Purchase Pop-Up Tent	Chamber	\$54.50	
1553	Lapel Pins	Porter Specialty Advertising Corp	\$1,367.31	
1565	Linked Offer Coupon Magazine	Castco	\$1,000.00	
1571	Management Fee	Chamber	\$3,500.00	
1572	Chamber Expo Booth & Electricity	Chamber	\$175.00	
1574	Animated & Static Ad Design	Desert Rose	\$196.00	
1574	Resize for Park Dist Coupon Books	Desert Rose	\$198.00	
1575	Candy for Bootiful Saturday	Chamber	\$60.84	
1610	Program Book Ad	Spirito Singers	\$100.00	
1611	Online Advertising Upfront Pymt	Patch.com	\$3,000.00	
1619	175th Anniversary Ad (Independent)	Rock Valley Publishing, LLC	\$530.00	
1620	Weekly Newsletter Ad	Patch.com	\$150.00	
1629	Resize for Independent Ad	Desert Rose	\$100.00	
1630	Program Book Ad	Spirito Singers	\$200.00	
1632	Window Decals	Creative Inks	\$622.78	
1766	Resize for Press Thanksgiving Ad	Desert Rose	\$196.00	
1767	Ads for Independent	Rock Valley Publishing, LLC	\$645.00	
1768	Laminated Foambaord Signs	Vital Signs	\$636.00	
1781	175th Anniversary Ad (Press)	Suburban Life Publications	\$650.00	
1782	Ads Suburban Life (Press)	Suburban Life Publications	\$5,237.00	
1786	Blackhawks Event Sponsorship	Elmhurst YMCA	\$1,000.00	

Total Invoiced:

\$53,441.02

Paid
in Disbursement
No back-up Docs
Waiting for back-up Docs

Chamber of Commerce Invoice Tracker - "Got It" Campaign

1787	Tree Lighting Sponsorship	Park District	\$1,400.00
1865	December Ads for Independent	Rock Valley Publishing, LLC	\$1,588.50
1960	Display Ad February 2012	Castco	\$750.00
1973	December Ads for Press	Suburban Life Publications	\$1,725.00
1974	January Anniversary Ad Independent	Rock Valley Publishing, LLC	\$297.50
2085	February Ads for Independent	Rock Valley Publishing, LLC	\$255.00
2086	January/February Ads for Press	Suburban Life Publications	\$750.00
2088	Banner for St. Pat's Parade	Vital Signs	\$150.00
2121	Elmhurst Street Map 2012 Partial Pymt	Chamber	\$2,135.00
2191	March Ads for Independent	Rock Valley Publishing, LLC	\$155.00
2192	Linked Offer Coupon Magazine	Castco	\$400.00
2241	St. Pat's/Easter Ads for Press	Suburban Life Publications	\$330.00
2341	Frisbees	Creative Inks	\$2,071.09
2342	April Ads for Independent	Rock Valley Publishing, LLC	\$89.00
2345	Water/Ice Memorial Day Parade	Dominicks	\$35.54
2381	Pizza Day Placemat Ad	Lions Club	\$60.00
2382	Linked Offer Coupon Magazine - July 4th	Castco	\$400.00
2387	Promo Banner	Impact Color	\$96.00
2388	May Ads for Independent	Rock Valley Publishing, LLC	\$310.00
2494	Mothers Day Ad Press	Suburban Life Publications	\$155.00
2647	July Ads for Independent	Rock Valley Publishing, LLC	\$49.00
2648	Linked Offers Ad August	Castco	\$400.00
2668	Park District Ad Book	Elmhurst Park District	\$ 1,000.00
2669	Chamber Management Fee	Chamber	\$ 1,500.00
2670	August Ads for Press	Suburban Life Publications	\$ 260.00
2671	August Ads for Independent	Rock Valley Publishing, LLC	\$ 521.40
2908	September Ads for Independent	Rock Valley Publishing, LLC	\$ 297.50
2922	Tote Bags	Porter Specialty Advertising Corp	\$ 1,311.90
3233	Community Directory w/ Photo Charges	Chamber of Commerce	\$ 2,455.00
3234	December Ads for Independent	Suburban Life Publications	\$ 139.00



MEMORADUM

TO: Development, Planning & Zoning Committee
Elmhurst City Council

FROM: John R. Quigley
President and CEO,
Elmhurst Chamber of Commerce & Industry

RE: Got It! in Elmhurst Funding Request

DATE: January 23, 2013

Please consider this memo as the Elmhurst Chamber of Commerce & Industry's request for the Elmhurst City Council's Development, Planning & Zoning (DPZ) Committee to recommend City Council approval to release \$9,900 of the budgeted \$25,000 in "Got It! in Elmhurst" shop local campaign funding for the Fourth Quarter of the City's 2012-13 Fiscal Year, as follows:

Website Advertising	\$4,500
3-Months of Elmhurst Patch Banner Ads* (Home Page, Business Page)	\$3,000
3-Months of Elmhurst Press Ads* (Home Page, Local Page)	\$1,000
3-Months of Elmhurst Independent Ads* (Home Page)	\$500
Elmhurst Chamber of Commerce & Industry Exposure (Home Page)	Comp

** Includes Tracking Numbers on Click Thrus*

Display Advertising	\$4,500
February Holiday Ads* (President's Day, St. Valentine's Day, etc.)	\$1,500
March Holiday Ads* (St. Patrick's Day, Easter)	\$1,500
April Holiday Ads* (April Fool's Day, Arbor Day, Earth Day)	\$1,500
Inaugural Issue of Inside Elmhurst Magazine (Half Page)	Comp
March Issue of Inside Elmhurst Magazine (Half Page)	Comp

** Includes Elmhurst Press, Elmhurst Independent and Linked In Coupon Clipper*

Campaign Management Fee (10% of \$9,000)	\$900
Elmhurst Chamber of Commerce & Industry	\$900

To date, only \$2,832 in Got It! funding has been allocated, with the 2012-13 Elmhurst Community Directory (\$2,455), Letter to Santa Ad (\$139) and management fees (\$258).



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CITY MANAGER

January 29, 2013

TO: Acting Mayor Levin and Members of City Council
RE: Case # 12P-09/Kensington School Conditional Use 411-415 S. Spring Road
Request for Conditional Use Permit for the purpose of constructing and operating an Educational Institution.

The Development, Planning and Zoning Committee met on January 28, 2013 to review the Zoning & Planning Commission report dated January 17, 2013 unanimously recommending approval of the subject request. The Committee also reviewed the Applicant's submittal documents and the transcripts of the public hearing.

The subject site is occupied by two vacant single family homes and was the subject of a subdivision approval in 2009 for 9 single family lots. Subsequent to the approval of this subdivision, the property went into foreclosure and was sold at auction to the Community Bank of Elmhurst.

This is a request to allow construction of a 15,000 square foot educational facility on property which will be engineered to accommodate stormwater in compliance with the DuPage County Stormwater Ordinance. The Committee notes that the Applicant met with neighboring property owners who expressed support for the project at the Public Hearing. After discussion, it was the consensus of the Committee that the proposed Educational Facility would be a benefit to the neighborhood as well as the entire City of Elmhurst.

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.

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

Respectfully submitted,
DEVELOPMENT PLANNING AND ZONING COMMITTEE

Steven Morley (signature)
Steven Morley, Chair

Dannee Polomsky (signature)
Dannee Polomsky, Vice-Chair

Norman Leader (signature)
Norman Leader, Ald. 2nd Ward

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January 17, 2013

TO: Acting Mayor Levin and Members of the City Council

RE: Case Number 12 P-09/ Kensington School Conditional Use -- 411-415 S. Spring Road
Request for Conditional Use Permit for the purpose of constructing and operating an Educational Institution/pre-school use on property commonly known as 411-415 S. Spring Road (PIN 06-11-203-028 thru 036).

Dates of Authorization:

Date Application Filed:	October 12, 2012
Date of Legal Notice of Public Hearing:	October 18, 2012
Date of Posting of Sign:	October 22, 2012
Date of First Class Mailing of Notice:	October 24, 2012
Date of Public Hearing:	November 8, 2012, December 13, 2012, January 10, 2013
Date of Deliberation:	January 10, 2013

Applicant's Request:

The applicant is requesting a Conditional Use Permit to allow the construction and operation of an Educational Institution / Pre-School.

Testimony:

Mr. Charles Marlas, Architect and co-owner of Kensington Schools, and Mrs. Barbara Marlas, founder and owner of Kensington Schools presented the case to the Zoning and Planning Commission. Mrs. Marlas provided a short history of the School and described the operational aspects of the school relative to times of drop off and pick up, safety, and interaction with neighbors. Mrs. Marlas noted that Kensington Schools are also located in Western Springs, Naperville, LaGrange, St Charles, Geneva and Wheaton. Mr. Marlas reviewed the Standards for Conditional Use stating that he believes the requested Conditional Use meets all of the Standards. Mr. Marlas noted that they have met with the neighbors who reside along Argyle Avenue to the east and, he believes, they have addressed all of the neighbors' concerns.

There were several interested parties in the audience who supported this request; they had concerns that dealt with stormwater management issues which are addressed by the City Engineering Department through their enforcement of the DuPage County Stormwater Ordinance.

**DEVELOPMENT, PLANNING & ZONING
COMMITTEE**

1-24-13

The transcript of the public hearing is available in the office of the Community Development Department.

Factors:

- The subject site is zoned R2 Single Family Residential.
- The Comprehensive Plan designates this site as Single Family Residential.
- The subject site originally consisted of two large single family parcels.
- The subject site was subdivided in 2009 into 9 single family lots (Case 07P-05, Ordinance ZO-01-2008 and Resolution R-01-2008 – Chelsea Manor Subdivision).
- The new 9 lot subdivision includes a private road, parallel to and 15 feet east of Spring Road, with only two curb cuts instead of 9 on Spring Road.
- The 9 single family lots approved in 2009 were never improved.
- The Elmhurst Zoning Ordinance allows Schools in Residential Districts as Conditional Uses.
- This Application is a request for a Conditional Use Permit for the purpose of constructing and operating a Pre-School and Day Care facility.
- The proposed school would be housed in a one-story 15,000 square foot building.
- The proposed school use will include the private parallel road as planned and shown in the approved 2009 subdivision.
- The private road will be used for the queuing of automobiles for drop-off and pick-up of children.
- The Elmhurst Zoning Ordinance requires 1 parking space per employee.
- The proposed school will have a maximum of 23 staff members.
- The proposed school will have a parking lot for 30 automobiles.
- The parallel road will provide space for at least 20 queued automobiles in addition to the 30 spaces in the parking lot.
- The proposed school will have up to 150 students.
- The subject site will be improved with stormwater facilities including a detention pond.
- The parking lot lighting will be low level lighting on a timer set to turn off after business hours (approximately 6:30 PM).
- The Public Works, Community Development, Police and Fire Departments have reviewed the application materials and have no objections with the Applicants request.
- The Applicant is proposing 25 square foot ground sign, without illumination, to identify the school.
- The Applicant is providing security fencing.

The property information is as follows:

REQUIREMENT	REQUIRED (R2)	EXISTING	PROPOSED	% VARIATION
FRONT YARD	45 feet	N/A	68.5 feet	N/A
REAR	45 feet	N/A	46.9 feet	N/A
SIDE (north)	15 feet	N/A	+/- 100 feet	N/A
SIDE (south)	15 feet	N/A	+/- 180feet	N/A
MIN LOT AREA	40,000 sq. ft.	107,858 sq. ft.	107,858 sq. ft.	N/A
MIN LOT FRONTAGE	150 feet	396 feet	396 feet	N/A
MAX LOT COVERAGE	30% of lot 32,357 sq. ft.	N/A	15,000 sq. ft. 14%	N/A

Discussion:

The Zoning and Planning Commission deliberated the subject case on January 10, 2013, immediately following the public hearing. The Commission reviewed the application materials, the staff report and the testimony provided by the applicant and interested persons at the public hearing.

The Commission noted that the Applicant has been meeting with neighboring property owners and has worked with the neighbors to resolve any concerns or issues. The neighboring property owners in attendance all spoke in favor of the Applicant's request for Conditional Use.

The Commission discussed the traffic on Spring Road noting that the street can become congested in the morning and again in the afternoon due to traffic associated with York High and Lincoln elementary schools. The Commission concluded by requesting that the City of Elmhurst analyze Spring Road from St Charles Road south to the Canadian National Railroad tracks to see if any measures can be put in place to relieve congestion.

Findings:

The Zoning and Planning Commission finds that the applicant, through testimony, application submittals and applicable factors, has met the following standards with respect to the request for Conditional Use Permit to construct and operate a private pre-school:

1. That the establishment, maintenance, or operation of the conditional use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare.

The proposed school use would not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare. The proposed school will be housed in a new one-story building which will include fire suppression systems and alarms, and a security system.

2. That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

The Commission found, through testimony and other applicable factors, that the proposed school use will not be injurious to the use and enjoyment of properties in the immediate vicinity, nor will the proposed school use negatively affect property values.

3. That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

The surrounding properties are already developed; the proposed school use will not affect the redevelopment or improvement of surrounding properties.

4. That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided.

Utilities are available to the site from the public right of way. A new parallel access road will be provided on site for automobile queuing purposes. Drainage will be improved with the property being engineered to meet the DuPage County Stormwater Ordinance; a detention pond will be provided on site.

5. That adequate measures have been taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

The ingress and egress to the subject site is provided by two curb cuts. An internal access road will also be constructed which minimizes traffic congestion in the streets.

6. That the proposed conditional use is not contrary to the objectives of the current Comprehensive Plan for the City of Elmhurst.

The proposed school use is not contrary to the objectives of the current Comprehensive Plan in that schools are allowed as Conditional Uses in residential districts.

7. That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the Commission.

The request as presented otherwise conforms to the applicable regulations of the district in which it is located.

Summary:

The Zoning and Planning Commission finds that sufficient evidence was presented to warrant the approval of the request for a Conditional Use Permit for the purpose of constructing and operating a pre-school use. The proposed school has met all of the Standards for Conditional Use, will be providing adequate automobile parking and queuing area, and the site will be engineered to comply with the DuPage County Stormwater Ordinance.

The Commission, while recommending approval of this request, notes that Spring Road currently has traffic congestion in this area. After discussion, it was the consensus of the Commission to recommend that the City and its traffic consultants review Spring Road, from the CN railroad tracks north to St Charles Road, and to examine any possibility of improvements to the right of way, such as a southbound left turn lane, that would improve traffic flow.

Recommendation:

Commissioner Brinkmeier moved to recommend approval of Case Number 12P-09/Kensington School Conditional Use as presented, and the Commission recommends that the City and its traffic consultants review Spring Road, from the CN railroad tracks north to St Charles Road, to examine any possibility of improvements to the right of way, such as a southbound left turn lane, that would improve traffic flow. Commissioner McCoyd seconded the motion. Roll call vote as follows:

Ayes: Brinkmeier, McCoyd, Corrado, Frolik, Hill, Mushow, Tarcasso,

Nays: None

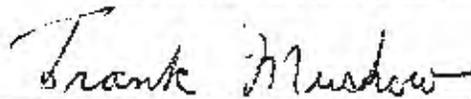
Absent: None

Chairman Whistler recused himself from the proceedings of this Case due to his position with the Community Bank of Elmhurst, the current property owner.

Motion approved.

Therefore, The Zoning and Planning Commission, through the findings herein, hereby recommends that the City Council approve Case # 12P-09/Kensington School Conditional Use request for Conditional Use as presented.

Respectfully submitted,
ZONING AND PLANNING COMMISSION



Frank Mushow, Acting Chairman

Enclosures:

Application
Elevations
Site Plan
Vicinity Map
Staff Report
Transcripts of Public Hearing



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

**CITY OF ELMHURST
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT
November 1, 2012**

To: Chairman Whistler and Members of the Zoning and Planning Commission

Re: Case Number 12 P-09/ Kensington School Conditional Use – 411-415 S. Spring Road
Request for Conditional Use Permit for the purpose of constructing and operating an Educational Institution/pre-school use on property commonly known as 411-415 S. Spring Road (PIN 06-11-203-028 thru 036).

Project Manager: Nathaniel J. Werner, AICP, Planning and Zoning Administrator

I. GENERAL INFORMATION

A. PURPOSE:

The applicant is requesting a Conditional Use Permit to allow the construction and operation of an Educational Institution/Pre-School use. The Applicant will construct the building according to the commercial/Industrial building code standards.

B. LOCATION:

The subject site is on the east side of Spring Road, immediately south of Elmhurst Presbyterian Church, north of the CN Railroad tracks, and across the street from York High School Clarence D. East Athletic Field.

C. EXISTING ZONING & LAND USE:

The property is zoned R2 Single Family Residential. The subject site is occupied by a two vacant single family homes. The property was resubdivided into nine (9) single family lots in 2008.

D. SURROUNDING LAND USE AND ZONING:

North – R2 Single Family Residential
South – C1 (CN tracks then Silverado Restaurant)
East – R2 Single Family Residential
West – R2 Single Family Residential

E. **FLOOD PLAIN:**
No impact. The subject site is not located in flood plain

F. **COMPREHENSIVE PLAN**
The Comprehensive Plan designates this parcel as "Single Family Residential".

II. **APPLICANT'S REQUEST**

The applicant is requesting a Conditional Use Permit to allow the construction and operation of a Pre-School within an institutional building.

III. **APPLICABLE ZONING ORDINANCE SECTIONS**

7.4-2 Conditional Uses

The following conditional uses may be allowed in the R2 District, subject to the provisions of chapter 3, section 3.11:

5. Educational institution (non-boarding) as follows:

- a. Elementary schools (13)
- b. Junior high schools (13)
- c. Senior high schools (21)
- d. Colleges and universities (25)

17. Accessory uses and buildings incidental to and on the same zoning lot as a principal use, as follows:

- a. Adult day center, within a public or institutional building
- b. Athletic fields and playgrounds
- c. Child day care center, pre-school, within a public or institutional building

7.4-3 Lot Size Requirements

b. Conditional Uses

	<u>Minimum Lot Area</u>	<u>Minimum Lot Frontage</u>
Educational institutions (non-boarding)	40,000 sq. ft.	150 ft.

7.4-5 Yard Requirements

b. Conditional Uses

	<u>Front Yard</u>	<u>Interior Side Yard</u>	<u>Corner Side Yard</u>	<u>Rear Yard</u>
Educational institutions	45 ft.	15 ft.*	25 ft.	45 ft.

IV. ANALYSIS

The Police, Fire, Community Development and Public Works Departments do not object to the petitioner's request.

The Community Development Department has no objections to the Applicant's request; the proposed use of the property is compatible with uses in the immediate vicinity of the subject parcel. However, three items need to be addressed:

1. The parking lot should have a fence or solid screen on the east property line.
2. Southern curb cut should be restricted to ingress only.
3. A fence may be required around the detention pond.

The property immediately to the north is occupied by Elmhurst Presbyterian Church, which also operates a pre-school/nursery care use within their building. Immediately to the east are single-family homes. Immediately to the west, across Spring Road, is the York High School athletic field.

The proposed structure will have a residential appearance, be one-story high, and be constructed of masonry to institutional building code standards.

The school will be open during weekdays and closed on nights and weekends, except for special occasions.

The property information is as follows:

REQUIREMENT	REQUIRED (R2)	EXISTING	PROPOSED	% VARIATION
FRONT YARD	45 feet	N/A	+/-60 feet	N/A
REAR	45 feet	N/A	+/- 60 feet	N/A
SIDE (north)	15 feet	N/A	+/- 100 feet	N/A
SIDE (south)	15 feet	N/A	+/- 180feet	N/A
MIN LOT AREA	40,000 sq. ft.	107,858 sq. ft.	107,858 sq. ft.	N/A
MIN LOT FRONTAGE	150 feet	396 feet	396 feet	N/A
MAX LOT COVERAGE	30% of lot 32,357 sq. ft.	N/A	15,000 sq. ft. 14%	N/A

Attachments:

- Conditional Use Application
- Conditional Use Standards Response
- Plat of Survey
- Vicinity Map

CONDITIONAL USE APPLICATION



City of Elmhurst

Community Development Department

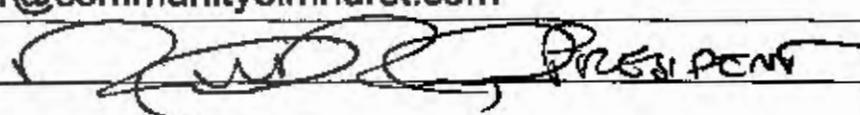
209 N. York Street • Elmhurst, Illinois 60126 • (630) 530-6019 (p) • (630)530-3127 (f)

CASE NUMBER: 12P-09 DATE APPLICATION FILED: 10/12/12

A. APPLICANT INFORMATION

Applicant Name: Charles Marlas
Applicant Organization: Kensington School
Applicant Address: 743 McClintock Drive
Applicant City / State / Zip Code: Burr Ridge IL 60527
Applicant Phone: Work: (630) 990-8000 Home: (312) 907-7979
Mobil / Other: ()
Applicant Fax: Work: (630) 990-8041 Home: ()
Applicant Email: cmarlas@kensingtonschool.com
Applicant Relationship to Property Owner: Contract Purchaser
Applicant Signature: 

B. PROPERTY OWNER INFORMATION (IF DIFFERENT FROM APPLICANT)

Owner Name: CBE Holdings, LLC
Owner Address: 330 W. Roosevelt Rd.
Owner City / State / Zip Code: Elmhurst, IL 60126
Owner Phone: Work: (630) 782-1234 Home: ()
Mobil / Other: ()
Owner Fax: Work: () Home: ()
Owner Email: rwr@communityelmhurst.com
Owner Signature:  PRESIDENT

C. PROPERTY INFORMATION

Common Address of Property: 411-415 Spring Road

Property Identification Number (PIN): 06-11-203-028 / 06-11-203-036

Legal Description (*Attach additional sheets as necessary*):

LOTS 1 THROUGH 9 IN THE FINAL PLAT OF CHELSEA MANOR SUBDIVISION BEING A PART OF THE
NORTHEAST 1/4 OF SECTION 11. TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN DUPAGE COUNTY, ILLINOIS

D. APPLICANT'S REQUEST (*ATTACH ADDITIONAL SHEETS AS NECESSARY*):

1. Applicant is requesting a Conditional Use permit for Pre-School
which is listed as a Conditional Use for the R2 zoning district of the City of
Elmhurst.
2. Provide a detailed Project Impact Statement which addresses the impact of the
Conditional Use on neighboring land and the community, and the public need for the
particular use in on the subject property:

Kensington School will complete the transition of the residential neighborhoods of Elmhurst
from Argyle Avenue to the Institutional and commercial uses that currently exist with
Elmhurst Presbyterian Church to the north and the York High Football Stadium to the south.
Kensington School will also provide a strong community service for Elmhurst with it's
excellent early childhood educational curriculum for part day and full day preschool.

3. Provide responses to the seven (7) standards for Conditional Use as listed in Section 3.11-8 of the City of Elmhurst Zoning Ordinance. The applicant must present this information for the official record of the Zoning & Planning Commission. The seven Conditional Use standards are as follows:

- a. The establishment, maintenance, or operation of the Conditional Use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare;

The requested variances for the proposed development will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare. All parking and needs will be contained on site. The use compliments the adjacent church and restaurant as well as the football field across the street.

- b. The Conditional Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;

Kensington School will not be injurious nor diminish and impair property values within the neighborhood. As a community service, Kensington will support the community of Elmhurst. As a stable neighbor to the homes and the church next door, Kensington School will blend in well with its surrounding environment by keeping large open spaces and building responsibly.

- c. The establishment of the Conditional Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;

Kensington School's use will not impede on the development and improvement of the surrounding property for uses permitted in the district as its operations will be contained entirely on site.

- d. Adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided;

All utilities required for Kensington's use are available and will be provided.

All access roads, drainage and/or necessary facilities will be provided.

- e. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;

Existing curb cuts for ingress and egress that have already been permitted are being

utilized and all on site parking allowances are in excess of the zoning ordinance

guidelines. All traffic related to child pickup and drop off will be contained on site.

- f. The proposed Conditional Use is not contrary to the objectives of the current Comprehensive Plan for the City of Elmhurst; and

will support the community in that Kensington School will be offering another

excellent educational service to the City of Elmhurst and its residents.

- g. The Conditional Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the Commission.

Kensington Schools conditional use will conform to all regulations required

in both its development and ongoing operations for the years to come.

MEMORANDUM TO: Charles T. Marlas
Kensington Schools

FROM: Michael A. Werthmann, PE, PTOE
Principal

DATE: October 11, 2012

SUBJECT: Traffic Evaluation
Kensington School
Elmhurst, Illinois

This memorandum summarizes the results of a traffic evaluation conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for the proposed Kensington School to be located in Elmhurst, Illinois. The site, which is currently vacant, is located on the east side of Spring Road south of St. Charles Road. As proposed, the school will provide a daycare facility and a preschool with a maximum of 140 students and 21 to 23 staff members. A total of 32 parking spaces will be provided on site. The following summarizes the proposed operation of the school.

- The daycare facility will operate between 6:30 A.M. and 6:30 P.M. and will have a total of approximately 65 students. According to the operator, most students will be dropped off between 6:30 and 8:30 A.M. and picked up between 3:30 and 6:00 P.M. All caregivers will be required to park and walk their child to and from the school.
- The preschool will have a total of approximately 75 students who will attend either morning (8:45 to 12:00 Noon) or afternoon (12:30 to 3:30 P.M.) classes. It should be noted that the start and ending times of each of the preschool classes will be staggered by fifteen minutes. All of the preschool children will be dropped off or picked up along the sidewalk in front of the building. As proposed, staff will assist in the loading and unloading of the students and walking them to and from the school.

The purpose of this memorandum was to estimate the peak hour traffic to be generated by the proposed school and assess the adequacy of the parking to be provided.

Trip Generation Estimates

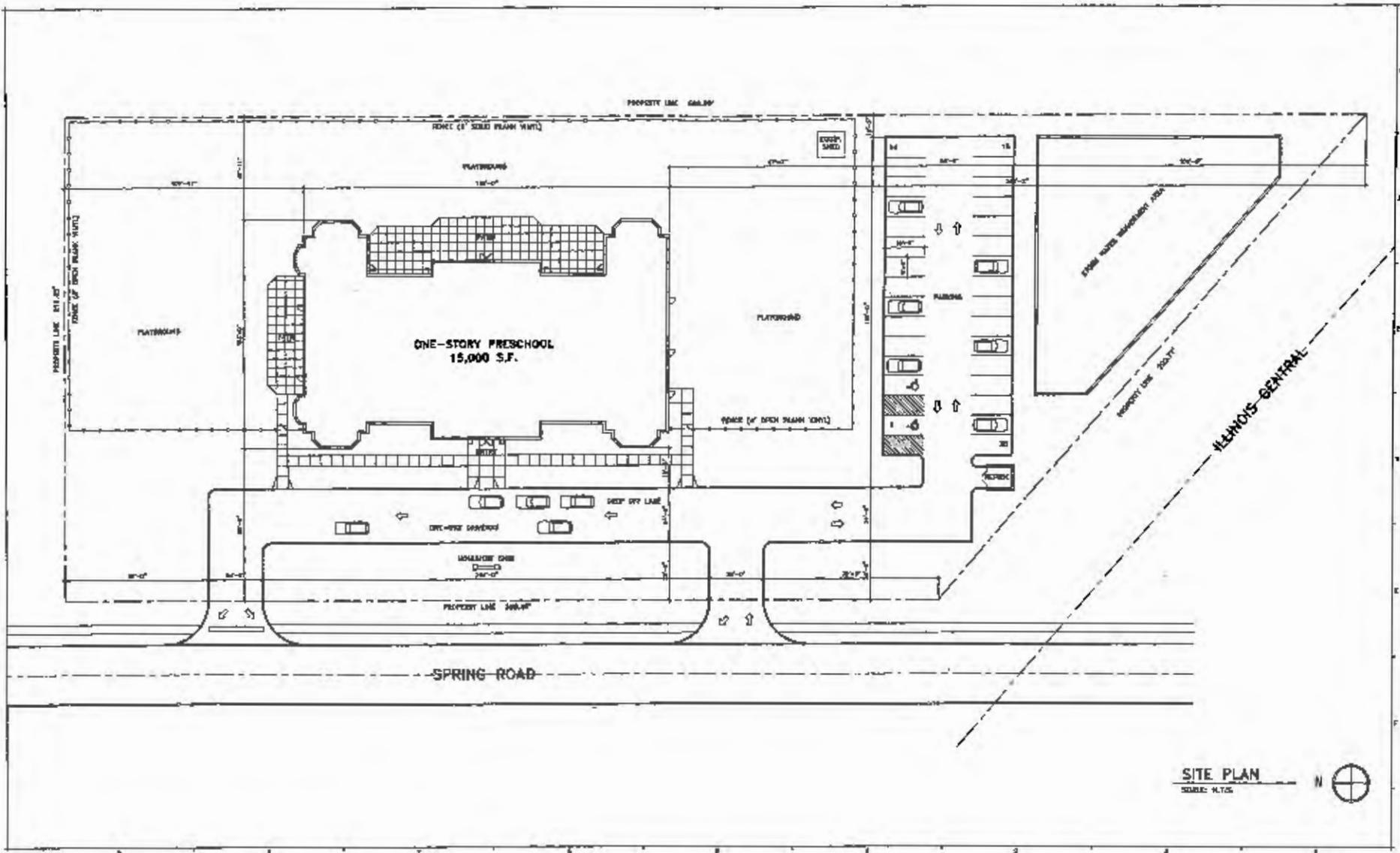
The weekday morning and evening peak hour traffic that will be generated by the proposed school was estimated based on rates obtained from the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 8th Edition, as well as the proposed operation of the school. Given the projected operation, it can be seen that the drop-off/pick-up activity of the daycare facility and the preschool generally do not overlap. **Table 1** shows the estimated weekday morning and evening peak hour traffic to be generated by the proposed Kensington School. From **Table 1** it can be seen that the proposed Kensington School will generate a total of approximately 84 two-way trips during the morning peak hour and 70 two-way trips during the evening peak hour.

Table 1
ESTIMATED PEAK HOUR TRAFFIC TO BE GENERATED BY THE
PROPOSED KENSINGTON SCHOOL

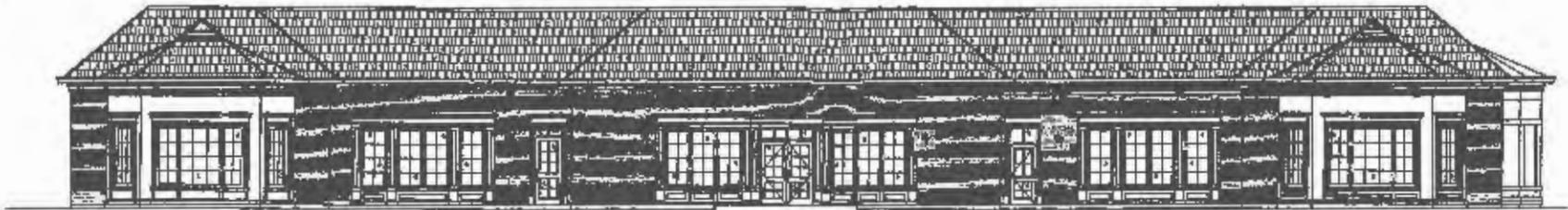
Land Use	Morning Peak Hour			Evening Peak Hour		
	In	Out	Total	In	Out	Total
Kensington School	44	40	84	32	38	70

Parking Evaluation

As proposed, the school will provide a total of 32 parking spaces to be located on the south side of the site. Assuming that all of the employees drive separately, the school will have a peak employee parking demand of approximately 21 to 23 vehicles. As such, a minimum of nine to eleven parking spaces will be available for visitors and for the daycare caregivers who must park and walk their child to and from the school. Given that the daycare students are dropped off and picked up during a two to three hour period and the very short time it takes to drop off/pick up students, the nine to eleven parking spaces (minimum) should be sufficient to meet the peak demand of visitors and daycare caregivers. Furthermore, the City of Elmhurst Zoning Ordinance requires that "Child Day Care Centers and Nursery Schools" provide one space per employee. As such, the 32 parking spaces to be provided exceeds the City of Elmhurst parking requirements.



<p>KENSINGTON SCHOOL 140 MCKENROCK DRIVE WILMINGTON, IL 60151 T 312-401-7100 F 312-401-7100</p>	<p>KENSINGTON SCHOOL - ELMHURST 411 - 415 SPRING ROAD ELMHURST, ILLINOIS 60126</p>	<p>PROJECT NO. _____ DRAWING NO. _____ DATE OF REVISION OR CANCELLATION _____ SCALE _____</p>	<p>OWNER FILE _____ SITE PLAN SHEET NO. _____ OF _____ DATE _____</p>	<p>Sheet No. A1-0</p>
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EAST ELEVATION



WEST ELEVATION

KENBINGTON SCHOOL - ELMHURST
 SPRING ROAD
 ELMHURST, ILLINOIS 60126

PROJECT NO.

DATE

SCALE

ELEVATIONS

DATE

A3-1

Kensington School
Scale: 1 in = 50 ft
0 20 40 60 80 100 Feet



REPORT OF PROCEEDINGS - January 10, 2013

<p style="text-align: center;">1</p> <p>1 CITY OF ELMHURST 2 ZONING AND PLANNING COMMISSION/ 3 ZONING BOARD OF APPEALS 4 5 Thursday, January 10, 2013 6 7:30 p.m. 7 8 9 10 11 RE: Case Number 12 P-08 12 Kensington School Conditional Use 13 411/415 S. Spring Road 14 15 16 17 18 19 20 21 22 RECORD OF PROCEEDINGS had before Haley Goodwin on 23 Thursday, January 10, 2013, commencing at 7:30 p.m. in 24 reference to the above-entitled cause.</p>	<p style="text-align: center;">3</p> <p>1 REPORT OF PROCEEDINGS 2 JANUARY 10, 2013 3 CHAIRMAN WHISTLER: 4 Ladies and gentlemen, we're going to 5 call this meeting to order. 6 This is a regular 7 meeting of the Elmhurst Zoning and 8 Planning Commission, and I would like 9 to begin by having the roll call 10 taken. 11 MR. WERNER: 12 Commissioner Brinkmeier? 13 COMMISSIONER BRINKMEIER: 14 Here. 15 MR. WERNER: 16 Commissioner Corrado? 17 COMMISSIONER CORRADO: 18 I am here. 19 MR. WERNER: 20 Commissioner Frolik? 21 COMMISSIONER FROLIK: 22 I'm here. 23 MR. WERNER: 24 Commissioner Hill?</p>
<p style="text-align: center;">2</p> <p>1 APPEARANCES 2 3 4 ZONING AND PLANNING COMMISSION/ 5 ZONING BOARD OF APPEALS MEMBERS: 6 7 MR. WHISTLER - Chairman 8 MR. TORCASSO - Commissioner 9 MR. CORRADO - Commissioner 10 MR. FROLIK - Commissioner 11 MS. MCCOYD - Commissioner 12 MR. MUSHOW - Commissioner 13 MR. BRINKMEIER - Commissioner 14 MR. HILL - Commissioner 15 16 17 STAFF MEMBERS: 18 19 MR. NATHANIEL WERNER, 20 Zoning Administrator 21 22 23 24</p>	<p style="text-align: center;">4</p> <p>1 COMMISSIONER HILL: 2 Here. 3 MR. WERNER: 4 Commissioner McCoyd? 5 COMMISSIONER MCCOYD: 6 Here. 7 MR. WERNER: 8 Commissioner Mushow? 9 COMMISSIONER MUSHOW: 10 Here. 11 MR. WERNER: 12 Commissioner Torcasso? 13 COMMISSIONER TORCASSO: 14 Here. 15 MR. WERNER: Chairman 16 Whistler? 17 CHAIRMAN WHISTLER: 18 Here. 19 MR. WERNER: We have a 20 quorum. 21 CHAIRMAN WHISTLER: 22 Then with that quorum we'll continue 23 with the agenda that we have before 24 us this evening, and the next item on</p>

REPORT OF PROCEEDINGS - January 10, 2013

<p style="text-align: center;">5</p> <p>1 that agenda calls for us to review 2 and approve the meeting minutes of 3 November the 8th, 2012, which were 4 distributed to the members of the 5 Commission. 6 And I will be looking 7 for a motion to approve those 8 minutes. 9 COMMISSIONER BRINKMEIER: 10 Mr. Chairman, I'll move the approval 11 of those minutes as presented. 12 COMMISSIONER CORRADO: 13 Second. 14 CHAIRMAN WHISTLER: Is 15 there any discussion? 16 Hearing none, all those 17 in favor, say aye? 18 (Chorus of ayes.) 19 CHAIRMAN WHISTLER: And 20 opposed likewise. They are approved 21 for the record. 22 Let me explain to the 23 audience that we have several on the 24 agenda tonight, and I would like to</p>	<p style="text-align: center;">7</p> <p>1 seller of the property relative to 2 that case. 3 So, I want the record 4 to show that I will be recusing 5 myself at that point in time, and the 6 Commission will select an acting 7 Chairman to handle that particular 8 case because I'll be stepping down 9 for that case. 10 Let me go on and 11 explain to you that the item after 12 that will be Case No. 13 ZBA. ZBA 13 stands for Zoning Board of Appeals. 14 That's the Quinlivan variation at 189 15 West St. Charles. 16 Is that applicant in 17 the audience? 18 Are there other people 19 in the audience here for that case? 20 So, as of now, there's 21 only the applicant that is here, and, 22 of course, as I said, we'll come back 23 to you after we handle the case 24 before you.</p>
<p style="text-align: center;">6</p> <p>1 just briefly run through this so we 2 can know and confirm what we're in 3 for in terms of what we'll be looking 4 at. 5 The first item that 6 we'll have is Case No. 12 P-09, 7 Kensington School conditional use, and 8 the public hearing was continued for 9 this public hearing tonight. It was 10 a continuation of the November 8th 11 date and December 13th, 2012 dates. 12 And just for our 13 information, would those of you that 14 are here for that case please raise 15 your hand whether you're the applicant 16 or not? 17 Fine. Thank you very 18 much. We'll come back to that issue. 19 Let me right now state 20 for the record, which I stated 21 before, that I served as a Director 22 and a Vice Present at the Community 23 Bank of Elmhurst, and the Community 24 Bank of Elmhurst is the contract</p>	<p style="text-align: center;">8</p> <p>1 The next case is No. 12 2 P-05, Lederer map amendment, which is 3 a rezoning request, and as we said 4 that the Zoning Board of Appeals for 5 the prior case, this case will be 6 setting as the Zoning Commission. 7 And this particular 8 case, there is a request from the 9 applicant to continue that case to 10 February 14th. A copy of that letter 11 was distributed to the members of the 12 Commission. 13 I will be looking for a 14 motion to continue that case as 15 requested. 16 COMMISSIONER BRINKMEIER: 17 Mr. Chairman, I move approval for the 18 motion as the applicant has requested 19 for Case 12 P-05 for date February 20 14, 2013. 21 COMMISSIONER CORRADO: 22 Second. 23 CHAIRMAN WHISTLER: And 24 there is a second.</p>

REPORT OF PROCEEDINGS - January 10, 2013

<p style="text-align: center;">9</p> <p>1 MR. WERNER: Who was 2 second? 3 CHAIRMAN WHISTLER: I 4 think it was Dan. 5 Any discussion? 6 All those in favor, say 7 aye. 8 (Chorus of ayes.) 9 CHAIRMAN WHISTLER: 10 Opposed. Then that carries. 11 The next case that 12 we'll be handling is Case No. 12 13 P-06, which is the Elmhurst Bicycle 14 Plan. In this particular case we'll 15 be setting as the Zoning Commission, 16 and that's a request for the bicycle 17 plan prepared by the Bicycle Task 18 Force to be an amendment to the 19 comprehensive plan for the City of 20 Elmhurst, and there has been prior 21 deliberation. We have a public 22 hearing. One record of the date of 23 November the 8th. 24 So, tonight that will</p>	<p style="text-align: center;">11</p> <p>1 have a motion to install Mr. Frank – 2 Commissioner Frank Mushow as the 3 acting Chairman for this particular 4 case, to have a motion. 5 COMMISSIONER TORCASSO: 6 I move that we appoint Commissioner 7 Mushow as Chairman. 8 COMMISSIONER MCCOYD: 9 I'll second. 10 MR. WERNER: All in 11 favor, say aye? 12 (Chorus of ayes.) 13 MR. WERNER: Any 14 against? 15 Motion carries. 16 Chairman Mushow, please. 17 COMMISSIONER MUSHOW: I 18 think to -- in order to start this 19 particular item on the agenda. Than, 20 would you read in the pertinent data 21 pursuant to the case? 22 MR. WERNER: This is 23 Case No. P-09. The date the 24 application was filed was October</p>
<p style="text-align: center;">10</p> <p>1 be a continuation of the public 2 hearing, and we'll handle that 3 particular item. It's No. 6 on our 4 agenda. 5 Is there anybody here 6 at this time that is here in 7 reference to the bicycle plan? 8 Okay. That gives you 9 the road map that we'll be following 10 tonight, and we're going to go back 11 then to No. 3 on the agenda. This 12 is the item where I said that I'll 13 be recusing myself. I will step down 14 from the dais, and the Zoning 15 Administrator will take over, and 16 there will be an acting Chairman 17 selected by the group to conduct that 18 public hearing. 19 So, I will step down 20 now, and Than, we'll turn it over to 21 you. 22 MR. WERNER: Thank you, 23 Mr. Chairman. 24 I would request that we</p>	<p style="text-align: center;">12</p> <p>1 12th, 2012. 2 This is a request for a 3 conditional use permit to construct 4 and operate an educational 5 institution, slash, preschool on the 6 property commonly known as 411 through 7 415 South Spring. 8 The applicant is 9 Kensington School, contract -- owner 10 of the property is Community Bank of 11 Elmhurst Holdings, LLC. 12 The date of the legal 13 notice of the public hearing was 14 October 18th, 2012. The date of the 15 posting of the sign, October 22nd, 16 2012. The date of the first-class 17 mailing of the notice, October 24th, 18 2012. The date of the public hearing 19 was November 8th, 2012 continued to 20 December 13th, 2012 to be continued 21 to tonight, January 10th, 2013. 22 That is all that I have 23 at this time, Mr. Chairman. I think 24 that the -- that applicant can make</p>

REPORT OF PROCEEDINGS - January 10, 2013

<p style="text-align: center;">13</p> <p>1 their presentation, and I will add 2 anything that they have after they're 3 done with their presentation. 4 COMMISSIONER MUSHOW: 5 Thank you, Than. 6 Before we jump into it, 7 what I would like to do is I would 8 like to apologize to the Kensington 9 Group for two of the meetings that we 10 on the agenda -- that we were not 11 able to get a quorum for, but one of 12 the problems we found ourselves is 13 that we still need five members of 14 the Commission to be a quorum. And 15 because we have one position that's 16 open and another position where we 17 had the individual recuse themselves, 18 and it was the holidays -- it was 19 the holiday season and things like 20 that, unfortunately we were not able 21 to have a quorum. 22 So, again, we apologize 23 to the Kensington Board -- or the 24 Kensington Group for not having a</p>	<p style="text-align: center;">15</p> <p>1 have -- would like to give their name 2 first and also their address. 3 At this time, I think 4 it might be -- having all these 5 people that are the applicants as 6 part of it, if they would take the 7 pledge to -- you know, if that would 8 be okay with you -- everybody to -- 9 to get up? 10 MR. WERNER: Actually, 11 everybody should get up. 12 COMMISSIONER MUSHOW: 13 So, doing that raise your right -- 14 please, would you give the oath? 15 MR. WERNER: Please 16 stand up. 17 (Whereupon, the 18 witnesses were duly sworn.) 19 COMMISSIONER MUSHOW: 20 Okay. Ma'am, you can -- if you are 21 the first -- you can -- 22 MR. WERNER: As she -- 23 I will pass out brochures that she 24 gave me.</p>
<p style="text-align: center;">14</p> <p>1 quorum at the other two meetings. 2 Now, to go forward, do 3 we have the applicant who will be 4 doing the presentation? 5 Okay. A couple of 6 points before you get started. No. 7 1, just to give everybody an idea of 8 the meeting will go -- on this 9 particular issue will go is the 10 applicant will present their case. 11 Then we will open it up to the 12 audience out there, and if there's 13 anybody that has any questions, 14 concerns, positive or negative, they 15 have a chance to speak. And then 16 we'll come back to the applicant, and 17 they can decide, you know, if there's 18 some pertinent questions they need 19 additional answers. 20 Of course, during all 21 of this, any of the Board members are 22 allowed to ask questions per se. At 23 that time -- also, the other thing 24 was whoever comes up and talks they</p>	<p style="text-align: center;">16</p> <p>1 MS. MARLAS: Good 2 evening, everyone. My name is 3 Barbara Marlas. I'm here together 4 with my son, Charles Marlas, to come 5 before you to request a zoning for a 6 preschool at the property on Spring 7 at 410, I believe it's South Spring 8 in Elmhurst. 9 It has long been a 10 dream of mine to be able to bring 11 our preschool program to the City of 12 Elmhurst. Through the years we've 13 had many families who have come to us 14 to our other schools to have their 15 children join our educational 16 experience, and we've always felt that 17 your City would offer a wonderful 18 place for us to house one of our 19 schools. 20 Kensington Schools began 21 in 1969. Our first school was in 22 LaGrange. I believe it says that on 23 the cover of the brochures we've just 24 given you. It was LaGrange's first</p>

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<p style="text-align: center;">17</p> <p>1 school. It's called the Old North 2 School from 1894. My son, Chuck, has 3 renovated twice during the last many 4 years, and we welcome you to visit 5 that as well as any of our other 6 schools which you might like to see. 7 Since then it has grown 8 to encompass schools in Western 9 Springs. We had an adrenalating year 10 of being housed by the Village of 11 Western Springs in their work center. 12 We were at our old ones years ago, 13 Clark School, then we had -- they 14 asked us to see -- see how -- so, 15 our Western Springs Kensington is 16 there, and I'll also say -- just in 17 1985, and Highlands are -- Kensington 18 School in Highland was 1974. 19 So, many wonderful 20 years have gone by and continue 21 growth to continue our dream. 22 Brought schools in St. Charles and 23 Geneva. They have schools to -- 24 Kensington School of Naperville, which</p>	<p style="text-align: center;">19</p> <p>1 school, and I guess they stand out, 2 and it's awfully nice to hear. 3 My son will describe it 4 to the physical building. I just 5 want to reiterate to you how happy I 6 am to be here. I have so admired 7 the City of Elmhurst for so many 8 years, and it has been such a 9 long-standing dream that I perhaps 10 could have a school in this -- in 11 this town, this lovely Community. 12 And having that existence -- the 13 neighbors to the rear of our property 14 that welcomed us into their home, and 15 we had a chance to meet so many nice 16 families that -- that feel we really 17 belong here to bring service to this 18 Community. 19 So, I hope that it is 20 well received. Thank you for your 21 time. 22 My son, Charles, would 23 like to speak to you about the 24 specifics. Thank you.</p>
<p style="text-align: center;">18</p> <p>1 is at 75th and Book Road. We've 2 recently -- we opened a school with 3 great pride in Wheaton right -- right 4 adjacent to Seven Gables Park, and 5 that's now a year old. And just a 6 few months ago we opened a South 7 Naperville location at 104th and 59th. 8 We're very proud of 9 these schools. It's been a body of 10 work for me for the last 43 years, 11 and as a former school teacher and 12 some -- loved the youngest children, 13 it -- it seemed like just a labor of 14 love for me through the years. 15 I'm here before you 16 today really excited about the 17 proposal building, a school building 18 that we love that -- to present the 19 principals in the districts that we 20 serve, share with us the pleasure 21 they have in welcoming children that 22 are graduates because -- because 23 they're proud to have a supporting 24 environment, very happy to be in</p>	<p style="text-align: center;">20</p> <p>1 MR. MARLAS: Good 2 evening. My name is Charles Marlas. 3 I'm co-owner of Kensington School with 4 both my mother and father. My father 5 unfortunately couldn't be here this 6 evening. 7 I want to talk to you 8 a little bit about the physical 9 presence of the school on the 10 property. As my mother said, we're 11 seeking a conditional use to operate 12 a future school -- or preschool on 13 this property. It's currently zoned 14 R-2 -- and the rest of the department 15 that this is a proper conditional use 16 for the space. 17 This is a school that's 18 very similar to the two schools that 19 we just recently developed, the one 20 in South Naperville and the one in 21 Wheaton last year. It's a 22 15,000-square-foot single-story school 23 that there's -- thank you -- that 24 will basically be the entirety of</p>

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<p style="text-align: center;">21</p> <p>1 what -- of what it has to offer. 2 it will have roughly 3 nine, ten classrooms inside, and the 4 -- like I said, it's 15,000 square 5 feet, single story, and about -- what 6 you don't see here is -- we spoke to 7 the neighbors about this -- all the 8 mechanical units, all the air 9 conditioning, the HVAC units will be 10 behind the roof that you see here. 11 So, we won't have any AC units, air 12 conditioning units, heating equipment, 13 mechanical equipment, none of that 14 will be outside of the ground 15 adjacent to the building, it will all 16 be contained up inside this master 17 roof. So, it will all be screened 18 from the drivers-by, passers-by, 19 anybody that's entering into the 20 facility basically. 21 A lot of the neighbors 22 have a number of concerns regarding 23 drainage; onsite drainage, offsite 24 drainage. We've spoken to -- this is</p>	<p style="text-align: center;">23</p> <p>1 plan. 2 And so, we feel very 3 strongly to the plan that -- that 4 Elmhurst will approve. And if 5 there's any questions that are 6 specific to the plan, I will be more 7 than happy to answer them at this 8 time. 9 COMMISSIONER MUSHOW: 10 Mr. Brinkmeier? 11 COMMISSIONER BRINKMEIER: 12 Would you describe -- you're talking 13 about water management on the site. 14 Give us an insight as 15 to what your plan is. 16 Our concern as the 17 Commission obviously is the location 18 of that next to the railroad 19 right-of-way, and also close to a 20 parking area. 21 Where are your plans, 22 retention, detention? Give a 23 combination what your design options 24 that --</p>
<p style="text-align: center;">22</p> <p>1 a preliminary site planning -- we 2 also have some engineering that we've 3 been doing over the past couple 4 months, and we feel this is a really 5 great site plan that addressed 6 everything that we need in order to 7 operate this school, because 8 additional things we can -- with 9 regard to parking, and play space, 10 and the physical presence of the 11 school as it approached the road. 12 But also for onsite 13 water management -- as you can see on 14 that southeast corner, we have a 15 pretty sizable onsite water management 16 facility that will, you know, 17 obviously conform to whatever 18 guidelines for both DuPage County and 19 Elmhurst with water management. 20 But with regard to 21 parking, we're -- it seems as if 22 we're, you know, meeting all the 23 codes we needed. And we've met with 24 Than a couple times to go over this</p>	<p style="text-align: center;">24</p> <p>1 MR. MARLAS: It's -- 2 it's my understanding that this will 3 be a dry water retention facility, so 4 it wouldn't be a wet pond where water 5 is always present. 6 We're getting our 7 topographical information back from 8 our civil engineers right now. They're 9 -- they feel very good about the fact 10 that we will be able to meet the 11 codes by Elmhurst. 12 And also, I wanted to 13 -- DuPage County has a very stringent 14 for water management code, that is -- 15 that was enacted I don't know how 16 many years ago, but it was fairly 17 recent in the past few years. 18 But that will be a dry 19 pond. We felt it prudent to put 20 this in a place where we -- where we 21 know it's -- the topography at its 22 lowest point, which we know that the 23 topography of this property is sloping 24 towards the southeast. We also know</p>

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<p style="text-align: center;">25</p> <p>1 that we want to keep it away from 2 the playground, particularly the 3 children, and it facing the parking 4 lot, made the lot -- because the 5 parking lot is the most, you know, 6 pervious to this.</p> <p>7 So, the most water will 8 not be going into the ground off that 9 parking lot. So, as potential 10 drainage -- the drains will be 11 closest to that facility. And our 12 civil engineer -- there really isn't 13 a whole lot -- perhaps Than could -- 14 you know, there's an extra little bit 15 he needs to -- but we just know that 16 the way the site is depicted right 17 now, it's my civil engineer's 18 assurance that we have the proper 19 amount of onsite management, and if 20 needed, we can enlarge that because 21 we've got a very big site, we've got 22 a lot of space for the playground.</p> <p>23 The parking right now, 24 we are currently exceeding the</p>	<p style="text-align: center;">27</p> <p>1 But as you can see for 2 as far as ingress-egress goes -- you 3 can see we have to Spring Road at 4 the request of the Zoning and Parking 5 Planning Department, they asked that 6 we have the south entrance be 7 right-in right-out only which we 8 really don't have a problem with. 9 And also, as you can see, as you're 10 coming from the south, all traffic 11 pretty much has one way going north 12 unless you want to go right to enter 13 the parking lot.</p> <p>14 So, all traffic once 15 you're on site will be heading north 16 one way. You have a two-lane drive 17 aisle to drop off the children. And 18 the way that works is we have two 19 components to our -- to our program; 20 one is morning and afternoon 21 preschool, and one is full day child 22 care.</p> <p>23 So, only child care 24 parents typically arrive anywhere</p>
<p style="text-align: center;">26</p> <p>1 ordinance as far as parking goes. 2 So, we have a little bit of width 3 working with that management -- storm 4 water management, that slowly needs to 5 get better.</p> <p>6 COMMISSIONER BRINKMEIER: 7 The next question that I had is if 8 could you describe for us the 9 provision -- the plan, I can see that 10 you've got arrows on the very 11 internal road structures or street 12 structures, but just walk us through 13 so that we understand how your plan 14 is to manage traffic, especially at 15 the drop-off and pick-up times.</p> <p>16 And then what sort of 17 pavement parkings or delineation are 18 you going to offer to keep pedestrian 19 and car traffic separate from one 20 another?</p> <p>21 MR. MARLAS: Okay. We 22 have -- and I don't know if you've 23 seen that parking -- I think you 24 perhaps saw that.</p>	<p style="text-align: center;">28</p> <p>1 between 6:30 and 7:30 in the morning, 2 and then their children will be kept 3 throughout the better part of the 4 day, and they'll be picking up their 5 children at the end of the day 6 roughly between 4:30 and 6:30 in the 7 evening. So, those parents will park 8 their car, walk their children into 9 the school.</p> <p>10 The preschool portion 11 of our -- of our school is that 12 those parents will show up anywhere 13 between 9:00 o'clock and 11:00 o'clock 14 in the morning, and those moms and 15 dads will enter the site from the 16 south. And they'll stay in their car 17 and the teachers will come out to the 18 vehicles and bring their children in.</p> <p>19 So, that's why we have 20 double-stacked car pattern going from 21 south to north. Parents will at 22 different times of the day will be in 23 group of 10 to 15 cars in 15-minute 24 increments, slowly begin to bring</p>

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<p style="text-align: center;">29</p> <p>1 their children into the school, 2 they'll get into that car pattern, 3 and then that morning class will 4 leave around 11:30 or 12:00 in the 5 afternoon, and then the afternoon 6 preschool will come from 1:00 again 7 and dismiss at 3:00 o' clock, thus 8 avoiding the congestion between the 9 full-day programs and the preschool 10 programs.</p> <p>11 So, we have -- we've 12 been doing this a long time, and we 13 -- and we've come upon this kind of 14 -- this kind of plan with this 15 drop-off lane, I guess, you could 16 call it, and part of the school has 17 worked very hard on it and it works 18 very well in all of our schools, and 19 we've had no problems with traffic 20 congestion or traffic incidents either 21 onsite or offsite in the past 43 22 years.</p> <p>23 COMMISSIONER BRINKMEIER: 24 One thing that this plan differs,</p>	<p style="text-align: center;">31</p> <p>1 that -- that business district. 2 But I would have to say 3 that I don't think at any given time 4 given the fact that we weighed our -- 5 our incoming of population comes at 6 different times, those would be the 7 cars that would be in that stacking 8 pattern. I don't think we have 9 enough limit at any given time to 10 back up to force say eight, ten, 11 twelve, fourteen, sixteen, eighteen, 12 twenty, twenty-two cars deep coming 13 from the south at any given time.</p> <p>14 COMMISSIONER BRINKMEIER: 15 Do you have -- and I have not seen 16 your operation in practice. 17 MR. MARLAS: Sure. 18 COMMISSIONER BRINKMEIER: 19 I've never been to a school at 4:00 20 and watching how it goes. 21 But you said that -- 22 and I read it somewhere also -- your 23 -- your teachers to come out and 24 escort the children in. Do you</p>
<p style="text-align: center;">30</p> <p>1 though, from some of the footprints 2 you have on the example, the -- 3 happens to be -- you know, what you 4 did at Naperville or Wheaton, you've 5 got the railroad right-of-way just to 6 the north -- excuse me -- just to 7 the south of the right-hand turn you 8 described, and that's, at least by my 9 look at the site this morning, a very 10 compact distance.</p> <p>11 Has your group 12 considered, you know, whether or not 13 you've got enough room so that cars 14 won't back up and impact back up onto 15 the tracks? That's a concern that I 16 have. I would like you to address 17 that.</p> <p>18 MR. MARLAS: Well, we 19 have addressed that specific point. 20 We feel that not only knowing a 21 little bit about what our demographic 22 is, we don't think we'll be getting a 23 lot of traffic coming in from the 24 south from that commercial district,</p>	<p style="text-align: center;">32</p> <p>1 provide, or do you anticipate 2 providing any other sort of security 3 like a traffic director or sort of 4 officer there to direct traffic at 5 any time? Have you ever done that?</p> <p>6 MR. MARLAS: We haven't 7 ever needed that before. Traffic as 8 -- this is a preschool, and it's -- 9 it's moms and dads are fairly 10 diligent about driving around with 11 their children, and we've never had 12 any traffic concerns in the past at 13 any of our locations, nor have we 14 needed any type of onsite traffic 15 supervision by any local or any 16 in-house people.</p> <p>17 The pattern moves very 18 -- parents are looking to drop their 19 children off and go. There's not a 20 lot of chit-chat, and it's a pretty 21 fluid operation. Maybe a mom would 22 talk to a teacher, you know, taking 23 their child out of the car, if 24 there's a conversation there, it would</p>

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<p style="text-align: center;">33</p> <p>1 last five seconds because they know 2 other parents are waiting behind them, 3 they want to kind of be respectful of 4 that and move along. 5 COMMISSIONER BRINKMEIER: 6 Generally you've outlined the hours of 7 operation are -- starting at 6:30 in 8 the morning and then you have your 9 last pick up at 5:00, 5:30 -- 10 MR. MARLAS: It's 6:30. 11 COMMISSIONER BRINKMEIER: 12 6:30, okay. 13 Yet you've got 14 something there that could be used as 15 an evening house. What is your 16 anticipation of ever using that 17 building as an evening house? I'm 18 sure that the neighbors might be 19 interested in knowing -- 20 MR. MARLAS: Currently 21 at any of our locations right now we 22 don't use any of the buildings as 23 that. Occasionally we'll have weekend 24 programs, occasionally there will be</p>	<p style="text-align: center;">35</p> <p>1 parking problems. You might have a 2 lot that is too small for that kind 3 of a use. 4 So, I'm glad to hear 5 that that will be a very -- at least 6 the way you're explaining it, it's 7 quite a rareance. 8 MR. MARLAS: Well, let 9 me say this. 10 If -- if there were 11 circumstances where we did have any 12 programs that were offered in the 13 evenings, I strongly doubt that we 14 would have more than odd 150 children 15 present that we currently have on any 16 given school day and to accompany 17 them the odd 20 to 22 staff or 18 teachers that we also facilltate in 19 that program. 20 So, should any kind of 21 weekend program -- or weekend program 22 be in place that wasn't a special 23 meeting or a program of some kind, we 24 wouldn't really have -- the</p>
<p style="text-align: center;">34</p> <p>1 some evening events where we have a 2 Halloween program or a Christmas 3 program or something where that does 4 away with the evening where we have 5 -- you know, it's the holiday season 6 thing where we'll show it to our 7 parents. 8 We will have those 9 seasonally, but that's -- that we 10 won't be offering some kind of serve 11 -- offer it for children or bands in 12 the evening occasionally, but for the 13 past 40-odd years we haven't been -- 14 I don't see us doing that in the 15 foreseeable future. 16 COMMISSIONER BRINKMEIER: 17 I mean, I see a building that is a 18 school building, and it seems 19 cohesively designed for how you're 20 going to use it 80 or 90 percent of 21 the time, but I can also foresee that 22 if that building is used where you're 23 going to invite, for example, all 24 coming, now you might have some</p>	<p style="text-align: center;">36</p> <p>1 circumstances would we the same during 2 the day with regard to parking and 3 onsite traffic. 4 COMMISSIONER MUSHOW: 5 Yes, you can come forward. 6 MS. MARLAS: I hope I 7 can clarify something. 8 Chuck knows what to do 9 for buildings, but sometimes, you 10 know, he's not there for the evening 11 parties. 12 COMMISSIONER MUSHOW: 13 Ma'am, could you -- can you, again, 14 state your name and address, please? 15 MS. MARLAS: Oh, 16 certainly, be happy to. 17 Barbara Marlas, 743 18 McClintock, Burr Ridge. 19 What I'm happy to share 20 with you is how well this has taught 21 us how to do this beautifully. 22 The first thing we do 23 is at the orientation we meet with 24 all the parents and we give them</p>

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<p style="text-align: center;">37</p> <p>1 diagrams of how to bring their 2 children to the building and get -- 3 to bring them. And if they bring 4 them at a specific time -- to park 5 and bring their child in, or whether 6 they may enter this line. 7 We also school them on 8 the remedies of the contact with the 9 teacher. It's not time for a 10 conference. And so, those -- those 11 traffic patterns are very efficient 12 and very effective. I think you 13 would be amazed if you were to see 14 how well that -- how quickly a group 15 disburses. 16 When we have evening 17 programs, a great deal of teacherly 18 thought is given to the amount of 19 children that should be present at a 20 time. 21 Typically a Halloween 22 party, or program, or sugar plums at 23 Christmas, or whatever we do are 24 limited to 20 children their parents</p>	<p style="text-align: center;">39</p> <p>1 -- Chuck mentioned a hundred children 2 present, that wouldn't be the case. 3 It would be a hundred that evening, 4 but it would be staggered by degree. 5 Sorry, Chuck. 6 So, you know, something 7 about time does sort things out, and 8 with -- I think we've had tens of 9 thousands of children go through our 10 care now, and, you know, so many 11 monacle refinements of how we conduct 12 it so that I think we're happy to 13 say at this point in time those kinds 14 of things are met. 15 COMMISSIONER BRINKMEIER: 16 No, I -- I appreciate that. And you 17 seem to have the program down, and 18 you've got experience, and that's 19 excellent for us to hear. 20 Our job, however, is to 21 think 30 years down the line when you 22 are no longer there, is this building 23 on this footprint going to be 24 established itself so that the next</p>
<p style="text-align: center;">38</p> <p>1 so that the -- and congestion in the 2 parking lot -- and even some 3 grandparents come -- it's such that 4 could be accommodated by the class, 5 and we allow 45 minutes between each 6 program so there's ample for the new 7 parents to come in and the others -- 8 you know, the current ones to -- 9 we've done this for so many years and 10 so many sittings with a great deal of 11 care and deliberation. And I don't 12 want to say it's uneventful, but 13 we're happy, you know, that it does 14 work as well as it does. 15 We have a lot of 16 responsibility caring for the 17 children, the responsibility we incur 18 while we -- and everybody involved. 19 So, we deliberate and agonize really 20 quite carefully as to how we're going 21 to do these things, and I think you 22 would be pleased to know before -- to 23 each step that we take such as this. 24 You know, when we have a party with</p>	<p style="text-align: center;">40</p> <p>1 tenant that comes in can do a common 2 thing? And it won't have your 40 3 years of experience. Those are -- 4 that's the kind of question we're 5 thinking about. 6 I think you guys have a 7 great program. I've read up on you. 8 You're top notch. 9 MS. MARLAS: Thank you. 10 COMMISSIONER BRINKMEIER: 11 Couldn't be more excited, but we're 12 looking at a longer-termed plan that's 13 just 10, 20, 30 years. 14 MR. MARLAS: That's 15 always going to be there -- 16 MS. MARLAS: It's going 17 to be there for a long time, yes. 18 COMMISSIONER BRINKMEIER: 19 Thank you. 20 MS. MARLAS: And with 21 respect to the ingress of the cars, 22 you know, the opportunity for 10 or 23 15 to stack at one time is more than 24 ample. We have a 10-minute-before</p>

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<p style="text-align: center;">41</p> <p>1 and 10-minute-after, and that's the 2 amount of time is necessary to I 3 think help children arrive and 4 dismiss. 5 Teachers are there very 6 quickly to -- you know, parents even 7 know what side of the car to put 8 their car seats. It's -- it's very 9 customized, and it's operated safely. 10 Thank you. 11 COMMISSIONER BRINKMEIER: 12 Thank you. 13 The last question I've 14 got is -- at least for me -- you've 15 got the doorways on the front of the 16 building. 17 Just from a safety 18 standpoint, do you keep those locked 19 for the daytime when you've got kids 20 inside? 21 MR. MARLAS: Those will 22 be locked. There's a key fob access 23 inside. Every parent and every 24 person in there has a key fob with</p>	<p style="text-align: center;">43</p> <p>1 across, typically used athletic field, 2 it has a lot of events going on 3 through the course of the year and 4 always looking for parking. 5 Is your particular lot 6 going to be locked-in or locked-out 7 to prevent people just from piling 8 into your particular area for parking 9 spaces? 10 MR. MARLAS: It will be 11 locked-out. 12 COMMISSIONER MUSHOW: 13 It will be locked-out, okay. 14 By some way, chain, or 15 fence? 16 MR. MARLAS: Chain or 17 some kind of -- yes. 18 COMMISSIONER MUSHOW: 19 Are you going to have any signage on 20 the property? 21 MR. MARLAS: There will 22 be signage out the front. I believe 23 it's shown. It looks like it will 24 be right back behind the -- we'll</p>
<p style="text-align: center;">42</p> <p>1 all access to that school. 2 COMMISSIONER BRINKMEIER: 3 You don't do checks as far as -- 4 MR. MARLAS: No, not a 5 -- but a key fob that will -- the 6 doors. 7 As far as fire safety, 8 every classroom has some kind of 9 exit, but those are all locked from 10 the outside. 11 So, safety locks -- 12 there's only one way in the building 13 basically, and that's through that -- 14 those front doors, and that is with a 15 key access. 16 COMMISSIONER BRINKMEIER: 17 Thank you for answering my questions. 18 MR. MARLAS: Thank you. 19 COMMISSIONER MUSHOW: 20 Does anyone from the Board have any 21 questions? 22 I have a few, if you 23 don't mind. 24 No. 1, the -- located</p>	<p style="text-align: center;">44</p> <p>1 have a wood post-on-post fence that 2 will simply say Kensington School, and 3 a little of what the program is, and 4 perhaps the address if needed by the 5 fire department. 6 COMMISSIONER MUSHOW: 7 Okay. I was thinking of the church 8 that happens to be on the corner of 9 Spring and St. Charles, and I know 10 maybe at times look for additional 11 parking. 12 Is there some 13 methodology, I think that probably -- 14 maybe to make yours available if 15 that's possible? Do you see yourself 16 just locking it up, maybe much easier 17 for you to just -- 18 MR. MARLAS: We have -- 19 I've discussed that with some of the 20 folks from the church already. The 21 discussions I had with them is I was 22 amenable to some kind of cross-shared 23 parking arrangement in relationship. 24 This was prior to my</p>

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<p style="text-align: center;">45</p> <p>1 discussion with the Zoning Department 2 with -- they were suggesting that we 3 lock the facility or lock -- lock the 4 gates, I guess, you could say. 5 I went to the park to 6 play when I was younger, so I know 7 how, you know, crazy it can be over 8 there at times. So, I am open to 9 discuss that with anybody, if there 10 was a way that we could get that 11 property secured again after the -- I 12 wouldn't have a problem with that. 13 COMMISSIONER MUSHOW: 14 How about lights for the parking lot, 15 you would have parking lights over 16 there -- if the day is shortened? 17 MR. MARLAS: There will 18 be parking lot lights as required by 19 the municipal codes -- the local 20 codes that you have. We'll leave 21 them for for the safety of our 22 families and safety of -- of 23 everyone, and we'll -- you know, 24 restrictions that you have that govern</p>	<p style="text-align: center;">47</p> <p>1 Okay. 2 COMMISSIONER FROLIK: I 3 have one. 4 COMMISSIONER MUSHOW: 5 Yes? 6 COMMISSIONER FROLIK: 7 Have you ever expanded at any of your 8 facilities? 9 MR. MARLAS: The 10 physical -- of the facility, no, we 11 have not. 12 COMMISSIONER FROLIK: 13 Any intention to expand here, or -- 14 MR. MARLAS: No, I 15 think the opportunity we have to -- 16 you know, right now, I think we've -- 17 we've really -- we're very happy with 18 this plan, and I don't -- I don't 19 foresee any reason to grow the way 20 the building is built. It would 21 really be difficult to grow -- you 22 know, from a managerial standpoint of 23 how -- if we were looking to grow, 24 we would simply, you know, try to</p>
<p style="text-align: center;">46</p> <p>1 that. 2 COMMISSIONER HILL: 3 Just one. 4 Chuck, you mentioned 5 that this facility is about the same 6 size as the other facility? 7 MR. MARLAS: Very, very 8 close, yes. 9 COMMISSIONER HILL: How 10 much parking do you have there? 11 MR. MARLAS: We have 12 about 28 spaces or 27 spaces there. 13 I think we have about 32 or maybe 14 30, 29. 15 COMMISSIONER HILL: And 16 that's -- 17 MR. MARLAS: We've had 18 no problems there at all. We've been 19 there for a full year. 20 COMMISSIONER HILL: 21 Thanks. 22 COMMISSIONER MUSHOW: 23 Any other Board members have any 24 questions or concerns?</p>	<p style="text-align: center;">48</p> <p>1 find another location that this is 2 more -- so, I think if we look to 3 expand and grow, that's going to be 4 helpful. 5 COMMISSIONER FROLIK: 6 Can you help me in the morning, let's 7 say, 7:00, 7:30, just to understand 8 -- coming cars are coming in there, 9 and, you know -- 10 MR. MARLAS: It should 11 be in that -- 12 COMMISSIONER FROLIK: 13 But just -- 14 MR. MARLAS: Well, the 15 -- the full day population comes in 16 at different times than the preschool 17 population. Preschool comes in around 18 9:00 o'clock well after the full-day 19 child with their moms and dads are 20 dropped off, and they come in 21 staggering between 6:30 and 9:00 22 o'clock, you know, whenever -- maybe, 23 you know, five minutes or ten 24 minutes, and they don't stay long.</p>

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<p style="text-align: center;">49</p> <p>1 They're ready to go to work, and they 2 drop their children off and leave. 3 But I think that in 4 that traffic report -- after having 5 done some studies in our schools in 6 the past.</p> <p>7 COMMISSIONER FROLIK: 8 Than, was -- did the City look at 9 any need for lanes turning or, you 10 know --</p> <p>11 MR. WERNER: It was 12 looked at. It was deemed 13 unnecessary. This -- the original is 14 a curb out. These two curb cuts are 15 the curb cuts from previous nine 16 single-family lots of the division 17 relative to the distance from the 18 tracks, things like that.</p> <p>19 So, it was a good thing 20 they kept the existing -- that was 21 something we were watching.</p> <p>22 COMMISSIONER FROLIK: 23 How about any left turns in or 24 anything like that?</p>	<p style="text-align: center;">51</p> <p>1 facility is a privately owned 2 facility, it's not public, and I'm 3 not really familiar with, you know, 4 the required security for a private 5 school versus a public school.</p> <p>6 I have a couple 7 questions concerning that.</p> <p>8 For the first one is, 9 in your other schools have you ever 10 had any breaches with security, or 11 the kids, or anybody coming in?</p> <p>12 MR. MARLAS: No, not to 13 my knowledge we haven't.</p> <p>14 COMMISSIONER CORRADO: 15 And do you have a security plan to 16 go off Mr. Brinkmeier's comments about 17 security?</p> <p>18 MR. MARLAS: We do. 19 We take security of our children as 20 seriously as anybody, as seriously as, 21 of course, the public schools in 22 Elmhurst and any other community. 23 Our teachers are very 24 well -- very well trained on what</p>
<p style="text-align: center;">50</p> <p>1 MR. WERNER: Well, we 2 were -- we were requesting was that 3 the southern-most drive be right-in, 4 right-out only. There will be no 5 left turn out of that -- out of that 6 south, and we don't want anybody 7 turning left when people are coming 8 over the tracks.</p> <p>9 COMMISSIONER FROLIK: 10 Okay. So, I'm sorry, when you say 11 right, Spring Road is the left in 12 going --</p> <p>13 MR. WERNER: If you're 14 going south, yes, you can go left 15 there, yes.</p> <p>16 COMMISSIONER FROLIK: 17 Okay. Thank you.</p> <p>18 COMMISSIONER CORRADO: 19 Charles, and this probably is so 20 germane about the property or what 21 you're doing with it as much as it 22 is about what the news and everything 23 has today about safety and the breach 24 of safety in the schools, your</p>	<p style="text-align: center;">52</p> <p>1 stranger-danger is and who is to be 2 coming in and out of the building, so 3 much so that there are times that I 4 will visit those schools and of the 5 275 employees that we have that run 6 all the locations -- I'm not known by 7 all of them.</p> <p>8 So, if I'm walking 9 around the parking lot with a camera 10 taking pictures, meetings such as 11 this, I'll -- I'll see the director 12 come out of the building five minutes 13 later and she'll say, oh, hey, Chuck, 14 it's you, you know, one of the 15 teachers just told me there was a 16 strange man walking around the parking 17 lot with his camera, and they wanted 18 to know what was going on.</p> <p>19 This is obviously 20 happening for the past 17 or 18 years 21 that I've been doing this for my 22 family's company.</p> <p>23 So, they're -- and 24 they're very aware of what's going on</p>

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<p style="text-align: center;">53</p> <p>1 in schools, and they're very 2 concerned, and they know how to 3 identify any -- any threats. 4 COMMISSIONER CORRADO: 5 As part of your security program, do 6 you have cameras throughout the 7 property? 8 MR. MARLAS: We do. 9 We've just started doing that at the 10 school Wheaton building. So, our -- 11 our Wheaton school we have cameras 12 inside and out. Every classroom for 13 our security purposes, and the common 14 areas and vestibules and outside. 15 South Naperville has the same. We 16 plan on doing this with Elmhurst as 17 well. And as -- you know, it's kind 18 of budget allowed we then go back to 19 our existing schools and do the same. 20 COMMISSIONER CORRADO: 21 And in terms of the playground, I see 22 on the print here that it's all 23 fenced in. 24 Are the gates -- or the</p>	<p style="text-align: center;">55</p> <p>1 as well. 2 COMMISSIONER CORRADO: 3 Thank you. 4 MR. MARLAS: Thank you. 5 COMMISSIONER MUSHOW: 6 Ms. McCoyd? 7 COMMISSIONER MCCOYD: I 8 was wondering, just for the public 9 record, if we could address the seven 10 standards? 11 MR. WERNER: Reading my 12 mind. I just brought them over here. 13 MR. MARLAS: You know 14 what, unfortunately, I need a new 15 prescription for my glasses. So, I 16 can't really read too well. 17 MS. MARLAS: Do you 18 want me to do it, Chuck? 19 MR. MARLAS: I'm beyond 20 that. 21 MS. MARLAS: We were 22 just speaking about that just now, 23 about his -- his prescription in his 24 pocket. It's not helping him out, is</p>
<p style="text-align: center;">54</p> <p>1 fence secure those kids around there? 2 MR. MARLAS: They're 3 locked -- yes, they're locked -- 4 they're locked with key locks. 5 There's -- I'm trying to think -- 6 there's probably one -- one gate on 7 each side, double for -- you know, 8 single -- but they're locked, yes. 9 COMMISSIONER CORRADO: 10 And it's a four-foot fence? 11 MR. MARLAS: The rear 12 property has a six-foot solid 13 board-on-board fence to, you know, act 14 as a screen to -- and the neighbors. 15 And the surrounding the fence, the 16 west, north, and south will be an 17 open four-foot fence. 18 COMMISSIONER CORRADO: 19 And the building, itself, does that 20 have an alarm system you're planning 21 on -- 22 MR. MARLAS: They will 23 have an alarm system as well as -- 24 you know, fire and life safety alarms</p>	<p style="text-align: center;">56</p> <p>1 it? 2 I wanted to reiterate a 3 few things that Chuck mentioned. 4 I don't think that -- I 5 don't think that in our 43 years we 6 have had a stranger-danger type 7 situation. 8 We have a locked 9 facility. The only time the door is 10 open is when the teachers are in 11 attendance accepting the preschool 12 population as it comes in. We ask 13 for ID, identification, people walk 14 through the door, and everybody is 15 extremely vigilant. And this has gone 16 on for decades. 17 You know, I'm just 18 thinking a few years or a month ago 19 there were -- there was a car parked 20 in our Naperville lot, and, you know, 21 I drove up and called, and the -- 22 and the director said to me, oh, you 23 mean that are in -- the two gentlemen 24 that are in that car, yes, we've</p>

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<p style="text-align: center;">57</p> <p>1 already spoken and they're here to 2 meet Chuck. And, you know, they're 3 very, very vigilant, and it's 4 wonderful to see how conscientious 5 they are.</p> <p>6 We are at our Martin 7 Luther King service on the 21st 8 asking officials to come thanking 9 officials to, once again, do a 10 presentation -- or it's been planned 11 by our staff that -- you know, a 12 refresher course is going to be 13 conducted. So, it was volunteered by 14 one of our colleagues in our South 15 Naperville school.</p> <p>16 The seven standards for 17 conditional use, the establishment in 18 this operation will not be detrimental 19 in public health, safety, morals; no. 20 We're -- oh, just read this, okay.</p> <p>21 Should we have prepared 22 for this? I'm sorry -- oh, you 23 did.</p> <p>24 MR. MARLAS: I just</p>	<p style="text-align: center;">59</p> <p>1 neighborhood.</p> <p>2 At our meeting we found 3 that there's a very sacred blueberry 4 bush at the back of the property. We 5 do not -- you know, take that away. 6 I think having had a nice 7 conversation with these neighbors -- I 8 think that possibly 15 families were 9 present -- we really for hours 10 reviewed with in an open conversation 11 any concerns. I know that some of 12 them are present tonight -- that are 13 present tonight, and I really think 14 -- I think they saw in us a 15 sensitivity that our project is 16 successful as it could be and should 17 not be detrimental in any way. And 18 we have relationships in our other 19 schools where we're called by the 20 neighbors when they see something they 21 don't like, so we really have a nice 22 relationship.</p> <p>23 So, I promise you that 24 as the neighbors -- and the church</p>
<p style="text-align: center;">58</p> <p>1 can't read it.</p> <p>2 MS. MARLAS: Do you 3 want me to read it -- oh, okay.</p> <p>4 The requested variance 5 as proposed development will not be 6 detrimental to our engagement of 7 public health, safety, morals, 8 comfort, and general welfare. All 9 parking and needs will be contained 10 on site. The use compliments the 11 adjacent church and restaurant as well 12 as the football field across the 13 street on -- and LaGrange, the church 14 across the street, and we have had 15 reciprocal for maybe 20 years that, 16 you know, we are allowed to use a 17 spillover during the day if necessary, 18 and they do come to us on Sunday. 19 So, you must take that we're not 20 averted to this wonderful -- whatever 21 the village prefers.</p> <p>22 Kensington School will 23 not be injurious nor diminishing the 24 property values within the</p>	<p style="text-align: center;">60</p> <p>1 next to Kensington School will blend 2 really well with the surrounding 3 environment by keeping a large open 4 space and building -- and, you know, 5 sometimes things tend to decay, and I 6 think that if we were to go look at 7 our schools, we're very proud of 8 settings that we have and -- you 9 know, and hundreds of children travel 10 through the space day after day -- 11 you know, it does -- but we are very 12 -- about the care that we continue to 13 give to these properties with respect 14 for the neighbors. We are sensitive 15 to the privilege that's been given to 16 us, and we take that role very 17 seriously.</p> <p>18 And we are very -- 19 here's the thing, I think very well 20 what might dismay them and address it 21 very quickly -- because we want to be 22 good neighbors, and that's very 23 important to me.</p> <p>24 Kensington School use</p>

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<p style="text-align: center;">61</p> <p>1 will not impede under the development 2 and improvement of the surrounding 3 property for uses permitted in the 4 district as its operations will be 5 contained entirely on site. 6 I think that in a -- 7 the beautiful Gables property next 8 door, I don't think the neighbors 9 behind us know we're here. You know, 10 we space our children by how many -- 11 you know, how many children go out 12 incrementally throughout the day. We 13 maintain a quiet density so that some 14 are inside the building, others are 15 outside. 16 You know, I think that 17 we have -- we're not perfect, I 18 promise you that. But I think that 19 we have vigilantly and carefully and 20 considerably addressed being a good 21 neighbor. It is very important to 22 us, along with the -- the children 23 drop at the neighbor's and run away. 24 So, you know -- you know, there</p>	<p style="text-align: center;">63</p> <p>1 Existing curbs out for 2 ingress and egress that have already 3 been permitted are being utilized and 4 all onsite parking around the -- 5 parking guidelines all -- all traffic 6 related to child pick-up and drop-off 7 will be contained onsite. 8 And we have this 9 wonderful blend between the early 10 morning parents that have vacated and 11 left very comfortably before preschool 12 children arrive. Conversely the 13 alternative exists at the end of the 14 day, and it's very fluid and it's 15 very nicely done, and I think 16 everybody is happy. 17 The proposed conditional 18 use -- excuse me -- is not contrary 19 to the objectives of the current 20 comprehensive plan to the City of 21 Elmhurst and will support the 22 community in that Kensington School we 23 offer as an excellent educational 24 purpose to the City of Elmhurst and</p>
<p style="text-align: center;">62</p> <p>1 really is that example to children -- 2 okay. 3 All utilities required 4 for Kensington School -- oh, I have 5 to read the top, too -- adequate 6 utilities and access roads -- access 7 roads, drainage, and that are 8 necessary to the facilities have been 9 or are being provided. All utilities 10 required for Kensington use are 11 available and will be provided. All 12 access road drainage and/or necessary 13 facilities will be provided. Adequate 14 measures have been or will be taken 15 to provide ingress and egress so 16 designed as to minimize traffic 17 congestion in the streets. 18 And if you don't think 19 we haven't considered whether or not 20 traffic would collect or whatever, for 21 our safety and the wellbeing of our 22 families, we have a responsibility we 23 incur. We've given great scrutiny 24 with our whole staff.</p>	<p style="text-align: center;">64</p> <p>1 its residents. The conditional use 2 shall, in all other respects, conform 3 to the applicable regulations other 4 than through to which is located 5 except as such regulation in each 6 instance be modified or assumed to 7 recommendations by the Commission. 8 Kensington School's conditional use 9 will conform to all regulations 10 required in both its development and 11 ongoing operation for years to come. 12 COMMISSIONER MCCOYD: 13 Thank you. 14 MR. MARLAS: And one -- 15 regard to signage -- but that sign 16 will be a ground sign no taller than 17 five feet off the ground. I think 18 the maximum allowed is 25 feet, which 19 we will comply with. 20 COMMISSIONER MCCOYD: 21 Do you anticipate ever having an 22 electronic sign? 23 MR. MARLAS: No. 24 COMMISSIONER MCCOYD:</p>

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<p style="text-align: center;">65</p> <p>1 Thank you.</p> <p>2 COMMISSIONER MUSHOW:</p> <p>3 Anything else from the Board?</p> <p>4 Do you have anything</p> <p>5 else that you want to add before we</p> <p>6 open it up to the audience?</p> <p>7 MR. MARLAS: If I could</p> <p>8 add one more thing, and that is, as</p> <p>9 you all know, we have been waiting for</p> <p>10 quite a while to be heard by this</p> <p>11 Commission, and if anything we -- we</p> <p>12 are in somewhat of a time constraint</p> <p>13 to begin our construction and hope to</p> <p>14 be opened by the school year -- this</p> <p>15 next school year in 2013 if at all</p> <p>16 possible.</p> <p>17 So, in light of that,</p> <p>18 if at all possible, we would greatly</p> <p>19 appreciate it if the Commission could</p> <p>20 deliberate this evening rather than</p> <p>21 send it to another meeting in two</p> <p>22 months -- or two weeks, or a month,</p> <p>23 or whatever it may be.</p> <p>24 So, if we could get a</p>	<p style="text-align: center;">67</p> <p>1 last -- when it was the -- and I</p> <p>2 would like to -- I'm very impressed</p> <p>3 with the presentation, and I think</p> <p>4 that there's been a lot of care taken</p> <p>5 to -- to address these concerns in</p> <p>6 the neighborhood. And so, I am very</p> <p>7 grateful for that.</p> <p>8 I missed the meeting,</p> <p>9 but my -- my wife was here. But the</p> <p>10 only thing that I just -- in terms</p> <p>11 of questions or comments, topography</p> <p>12 is just -- as it was the last -- it</p> <p>13 is now -- I mean, the topography of</p> <p>14 that -- of that lot is -- is kind of</p> <p>15 odd -- I mean, it's rather deep, it's</p> <p>16 rather -- and it really slopes down</p> <p>17 to one of my houses.</p> <p>18 So, my concern -- the</p> <p>19 building looks wonderful -- I mean,</p> <p>20 it looks nice, I think that it's a</p> <p>21 wonderful use, but concern is just</p> <p>22 water. And -- and I'll tell you</p> <p>23 that based on the last time there was</p> <p>24 nothing they took into consideration</p>
<p style="text-align: center;">66</p> <p>1 deliberation tonight on this matter,</p> <p>2 we would greatly appreciate it. Thank</p> <p>3 you.</p> <p>4 COMMISSIONER MUSHOW:</p> <p>5 Very good.</p> <p>6 Okay. Now, what I</p> <p>7 would like to do is I would like to</p> <p>8 turn it to the audience for anybody</p> <p>9 that has any comments, or questions,</p> <p>10 or anything that they -- they've got.</p> <p>11 Is there anybody in the</p> <p>12 audience that might be interested in</p> <p>13 coming forward?</p> <p>14 The only thing we would</p> <p>15 ask you to do is take the oath --</p> <p>16 oh, you did that already -- well,</p> <p>17 then if you did, we're not going to</p> <p>18 make you do it twice.</p> <p>19 Your name and address,</p> <p>20 please.</p> <p>21 MR. LANDMORE: Kevin</p> <p>22 Landmore (phonetic), 440 Argyle. So,</p> <p>23 I will be at the southern end of</p> <p>24 Argyle, so the -- many of you at the</p>	<p style="text-align: center;">68</p> <p>1 in terms of drainage. So, here --</p> <p>2 I'm hardened to see a retention pond,</p> <p>3 and a lot of -- that's taken care</p> <p>4 of. I guess I just wanted to give</p> <p>5 in the record that now -- existing</p> <p>6 now where we are, we have standing</p> <p>7 water behind our house probably nine</p> <p>8 months out of the year, and then</p> <p>9 those three when it's cold, it's not</p> <p>10 standing, it's frozen -- I mean, this</p> <p>11 is water that -- the City has been</p> <p>12 out. I don't know if Than is</p> <p>13 familiar with it or not, but they</p> <p>14 come out -- so, it's between my home</p> <p>15 and the railroad.</p> <p>16 And I'm actually --</p> <p>17 perhaps this will solve that problem,</p> <p>18 the drainage -- you know, retention</p> <p>19 might solve -- this could be --</p> <p>20 perhaps this could be a blessing in</p> <p>21 disguise, but this is -- the prior --</p> <p>22 and I think that for some of the</p> <p>23 neighbors -- in some building that --</p> <p>24 where there is no drainage now there</p>

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<p style="text-align: center;">69</p> <p>1 may be -- there may come drainage 2 now, the natural flow might wind up 3 coming into the yards. But it would 4 appear that your applicant had been 5 very receptive to the neighborhood, 6 and I appreciate that.</p> <p>7 And the other thing 8 that is -- lighting -- you guys 9 mentioned the lighting in the parking 10 lot, and I was just wondering if we 11 could get that -- or if I could be 12 -- you know, what are we talking 13 about; are we talking about 24/7, is 14 that lot going to be lit, you know, 15 when the building is not occupied, is 16 the lighting going to have ground 17 lighting, or are we -- the 18 neighborhood, they're as sensitive to 19 lighting as -- from the lights in the 20 football field.</p> <p>21 So, just in terms of 22 that, the lighting in the lot -- I'm 23 sure there's things to consider, but 24 it's an issue just -- you know, if</p>	<p style="text-align: center;">71</p> <p>1 MR. LANDMORE: Well, 2 the --</p> <p>3 COMMISSIONER BRINKMEIER: 4 I'm not talking about the lighting, 5 I'm talking about the drainage.</p> <p>6 MR. LANDMORE: Oh, the 7 lighting -- in the last -- as to 8 drainage, the last -- in the last -- 9 when it was granted -- actually, got 10 one in there -- if you're going to 11 work with the southern of our lot -- 12 that the City would work with the 13 southern of our area in terms of 14 drainage in the lot.</p> <p>15 In the last project, 16 no, the fact that there wasn't -- 17 there's something -- and I -- you 18 know, there's some --</p> <p>19 COMMISSIONER BRINKMEIER: 20 Yes, what I did is I kind of looked 21 back and looked at -- you know, 22 comparing the final on this project 23 to that, and from what's presented in 24 the papers the solutions that are</p>
<p style="text-align: center;">70</p> <p>1 that lot is lit -- you know, I think 2 a wonderful idea -- because just as 3 we have to see the lot for the -- on 4 football nights -- you can find that 5 it's a crazy around here on football 6 night, and parking is really -- 7 there's cars everywhere, so -- in 8 terms of lock the lot out at night.</p> <p>9 So, just in terms of 10 the property, drainage, lighting, 11 those are my only concerns -- things 12 have been addressed. And so, to that 13 -- to that respect, I'm happy, but I 14 just wanted to make those concerns 15 known.</p> <p>16 COMMISSIONER MUSHOW: 17 Commissioner Brinkmeier?</p> <p>18 COMMISSIONER BRINKMEIER: 19 Thank you.</p> <p>20 You know, I remember 21 the last project that was proposed 22 and it went through.</p> <p>23 Have you compared the 24 plans here compared to those?</p>	<p style="text-align: center;">72</p> <p>1 provided here are better than --</p> <p>2 MR. LANDMORE: Oh, 3 there was no solution last time. 4 Last time it was, hey --</p> <p>5 COMMISSIONER BRINKMEIER: 6 Well, and that's what I'm saying. 7 You've got a group here now that has 8 addressed that.</p> <p>9 MR. LANDMORE: Oh, 10 absolutely.</p> <p>11 COMMISSIONER BRINKMEIER: 12 The first questions that I asked 13 tonight were related to that pond and 14 -- and how it was going to. So --</p> <p>15 MR. LANDMORE: I'm not 16 coming up here kicking and screaming, 17 it's more just coming up here saying 18 these are just my concerns.</p> <p>19 But I -- and hope that 20 I've made that clear. This is the 21 first time we've seen the idea of -- 22 of addressing the water issue back 23 there in regards to -- I know I 24 certainly appreciate that, I most</p>

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<p style="text-align: center;">73</p> <p>1 certainly do, and, like I said, I 2 think -- I think most of the other 3 questions that were answered during 4 the presentation in terms of, you 5 know -- 6 COMMISSIONER BRINKMEIER: 7 And we'll let them answer the 8 question about the lights in that 9 neighborhood. 10 Thank you very much. 11 COMMISSIONER MUSHOW: 12 Thank you. 13 Is there anybody else 14 in the audience that would like to 15 come forward? 16 Just give her your name 17 and address. 18 MR. ELLY: Tom Elly 19 (phonetic), 434 Argyle. I -- my house 20 is two houses from Kevin, closer to 21 St. Charley Road, and I would 22 directly be backing to water 23 retention. 24 I'm at marvel. I think</p>	<p style="text-align: center;">75</p> <p>1 retaining wall, but I -- I want to 2 state that if all the sudden they 3 stick up a wall there, well, where is 4 the water going to go. 5 The water from their -- 6 I understand the water from their -- 7 their driveway and their parking lot 8 would go into -- into their retention 9 situation. That's totally understood, 10 but will there be, I guess, a sewer 11 put where the -- where the retention 12 is in between my house, my garage, 13 and that water retention -- I mean, 14 that's -- that's a question I 15 actually talked to Mr. Johnson, came 16 out -- Ken Johnson, and he -- he 17 said he didn't think they would build 18 a retaining wall. 19 If they do, I was 20 hoping they could just house the 21 water. 22 COMMISSIONER MUSHOW: 23 Mr. Brinkmeier? 24 COMMISSIONER BRINKMEIER:</p>
<p style="text-align: center;">74</p> <p>1 they do a first-class job. I've seen 2 three of their schools. I've, you 3 know, walked through them. They're 4 beautiful, top notch landscaping, the 5 whole shot. 6 My only concern is 7 there -- the way Argyle is pitched, 8 very high at Argyle, pitches down to 9 the back yard, and Spring Road is 10 high, pitches down to a center gully. 11 Now, Mr. Marlas stated 12 that they may build to our wall to 13 house this water system, and now if 14 that retaining wall backs up to my 15 backyard, of which is then my garage, 16 my concern is, is that going -- for 17 what was once an area where natural 18 water went from the street, from 19 peoples properties, and so on, and 20 where will the water go. 21 And if it's an indented 22 retention system, I believe then that 23 I have no issue. And I don't know 24 that I have an issue if there's a</p>	<p style="text-align: center;">76</p> <p>1 You know how the -- the City 2 ordinance reads in that regard, that 3 the development here can do nothing 4 to adverse the impact your property 5 from the condition that it currently 6 is in. 7 You understand that 8 policy? 9 MR. ELLY: Well, that's 10 great. Okay. 11 COMMISSIONER BRINKMEIER: 12 I'm glad that you -- 13 MR. ELLY: I'm just 14 looking at -- I'm looking at -- here 15 at the wall -- I didn't know if 16 there was -- water would go that -- 17 I guess is my only concern. And, 18 honestly, I believe they're going to 19 do a top shelf job, and they're going 20 to take care of the water. I'm not 21 an engineer, so that's just my only 22 concern -- concerned as another 23 neighbor next door. I'm sure plenty 24 of people do.</p>

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<p style="text-align: center;">77</p> <p>1 Thank you. 2 COMMISSIONER MUSHOW: 3 Thank you. 4 Excuse me, Than, who 5 would have the final decision in the 6 -- does the -- the City does that 7 review with the applicant? 8 MR. WERNER: Yes. Our 9 city engineer, as we mentioned, Ken 10 Johnson, has been a regular down in 11 this property for the past month or 12 so. And we are working our best to 13 make sure that those folks on Argyle, 14 their situations improve, not status 15 quo. 16 COMMISSIONER MUSHOW: 17 Thank you. 18 Is there anybody else 19 from the audience that would like to 20 ask a question or raise some 21 comments; positive or negative? 22 Not seeing anything, I 23 will go back to the applicant and ask 24 them if there's a couple of questions</p>	<p style="text-align: center;">79</p> <p>1 Our Wheaton school is 2 on Naperville Road. The rear of the 3 property is adjacent to a residential 4 community. So, we've got homes that 5 are actually directly behind this, but 6 also directed to the north of us this 7 application, the south -- the south 8 side of our Wheaton school is outside 9 of Gables Park. 10 The Wheaton ordinance 11 was very clear that the parking lot 12 lights need to be down lights, not 13 out lights. They need to be a 14 certain height, no higher than -- I 15 can't remember what the height was, 16 but whatever ordinance there was for 17 that parking lot light, we -- you 18 know, we maintained the -- we 19 maintained it. 20 So, whatever the City 21 of Elmhurst asks of us with regard to 22 any type of -- I'm sure it will -- 23 that ordinance will have the safety 24 of our children, our families as well</p>
<p style="text-align: center;">78</p> <p>1 they would like to talk about that 2 may have developed some answers? 3 Go forward. 4 MR. MARLAS: Charles 5 Marlas, Kensington School. 6 COMMISSIONER BRINKMEIER: 7 They wanted to talk about the 8 lighting. 9 MR. MARLAS: Oh, the 10 lighting, okay. 11 Yes, the lighting is -- 12 the standard for the ordinance -- 13 there's probably an ordinance of the 14 parking lot? 15 MR. WERNER: Yes. But 16 in this situation, the lower, the 17 better. You know, we don't want to 18 have tall lights shining into the 19 parking lot. 20 MR. MARLAS: Yes, there 21 are -- I mean, there are times -- 22 and, in fact, our Wheaton school, for 23 example, it's a simple situation 24 almost identical to this.</p>	<p style="text-align: center;">80</p> <p>1 as, you know, if you're taking into 2 consideration the respect of our 3 neighbors. 4 COMMISSIONER MUSHOW: 5 Than? 6 MR. WERNER: What time 7 will the lights go off? 8 MR. MARLAS: Well, the 9 school technically closes as 6:30, but 10 then, I think, that the ordinance -- 11 the time that the ordinance was -- 12 does Elmhurst have an ordinance for 13 -- 14 MR. WERNER: In this 15 situation, when you close, you shut 16 the lights off. 17 MR. MARLAS: Yes, we 18 would probably shut the lights off, 19 you know, shortly after -- make sure 20 there's -- you know, if the school is 21 open until 6:30, the chances are 22 there are probably a few straggling 23 employs that are clearing out, and 24 they're cleaning up, and this and</p>

REPORT OF PROCEEDINGS - January 10, 2013

<p style="text-align: center;">81</p> <p>1 that.</p> <p>2 So, shortly thereafter.</p> <p>3 MR. WERNER: But there</p> <p>4 will be certain nights where I'm sure</p> <p>5 the lighting from the field will be</p> <p>6 spilling over.</p> <p>7 COMMISSIONER MUSHOW:</p> <p>8 Okay.</p> <p>9 COMMISSIONER HILL: But</p> <p>10 no intention -- but no intention to</p> <p>11 leave the lights on all night?</p> <p>12 MR. MARLAS: No, none</p> <p>13 whatsoever.</p> <p>14 COMMISSIONER MUSHOW: I</p> <p>15 believe there is no other questions</p> <p>16 from the Board.</p> <p>17 There was a request</p> <p>18 made to deliberate this tonight. I</p> <p>19 would like to see if there's a motion</p> <p>20 to -- excuse me for a minute, please.</p> <p>21 I had just been</p> <p>22 informed -- so, anyway, I will then</p> <p>23 close the public hearing for tonight</p> <p>24 on this particular item, and thank</p>	<p style="text-align: center;">83</p> <p>1 Okay. Now, we have a motion, and we</p> <p>2 have a second, and we have some</p> <p>3 input.</p> <p>4 I think right now all</p> <p>5 those in favor signify by saying --</p> <p>6 for deliberating signifying by saying</p> <p>7 yes? Yes?</p> <p>8 (Chorus of ayes.)</p> <p>9 COMMISSIONER MUSHOW:</p> <p>10 No?</p> <p>11 I see the -- the yes</p> <p>12 has it, so we will be deliberating</p> <p>13 tonight.</p> <p>14 At this time I will</p> <p>15 turn the meeting back to our regular</p> <p>16 Chairman.</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24 ***</p>
<p style="text-align: center;">82</p> <p>1 you all for your input.</p> <p>2 And now I will go to</p> <p>3 the Board and ask them if there is</p> <p>4 -- there's been a request to</p> <p>5 deliberate tonight on this.</p> <p>6 COMMISSIONER BRINKMEIER:</p> <p>7 Mr. Chairman, I move that we</p> <p>8 deliberate this matter tonight after</p> <p>9 we have the other matter covered.</p> <p>10 COMMISSIONER MUSHOW:</p> <p>11 Do I have a second?</p> <p>12 COMMISSIONER FROLIK:</p> <p>13 Second.</p> <p>14 COMMISSIONER MUSHOW:</p> <p>15 All those in favor signify by saying</p> <p>16 aye?</p> <p>17 (Chorus of ayes.)</p> <p>18 COMMISSIONER CORRADO:</p> <p>19 I just wanted to note that</p> <p>20 understanding how much time has been</p> <p>21 required for these other cases, maybe</p> <p>22 we should postpone making the decision</p> <p>23 at this point.</p> <p>24 COMMISSIONER MUSHOW:</p>	



CITY OF ELMHURST

209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759

(630) 530-3000
www.elmhurst.org

SCOTT M. LEVIN
ACTING MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
JAMES A. GRABOWSKI
CITY MANAGER

January 29, 2013

TO: Acting Mayor Levin and Members of City Council

RE: Case # 12P-06/Elmhurst Bicycle Plan
Request to amend the City of Elmhurst Comprehensive Plan to include a Bicycle Plan.

The Development, Planning and Zoning Committee met on January 28, 2013 to review the Zoning & Planning Commission report dated January 16, 2013 unanimously recommending approval of the subject request. The Committee also reviewed the transcripts of the public hearing.

The Committee discussed the merits of having a Bicycle Plan on file noting that there are grant opportunities available to cities that have a bicycle plan. Additionally, the Committee noted that having a bicycle plan will help facilitate the use of bicycles throughout the city thereby encouraging a healthy lifestyle and a sustainable environment.

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.

Therefore, the Development, Planning and Zoning Committee recommends that the City Council approve the Applicant's request for amending the 2009 City of Elmhurst Comprehensive Plan to include a Bicycle Plan. The City Attorney is hereby directed to prepare the necessary documents for City Council approval.

Respectfully submitted,
DEVELOPMENT PLANNING AND ZONING COMMITTEE

Steven Morley
Steven Morley, Chair

Danee Polomsky
Danee Polomsky, Vice-Chair

Norman Leader
Norman Leader, Ald. 2nd Ward

Copies To All
Elected Officials

1/31/2013

**AN ORDINANCE AUTHORIZING THE
DISPOSAL 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, donate, 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:

IT Equipment for Disposal		
	Serial Number	Model

1	6J37LNH31003	HP Proliant G3
2	CNX93816KL	HP CQ5218F
3	Lot of 150	Samsung Convoy U640
4	Lot of 3	Blackberry Curve 8350i
5	Lot of 2	Motorola i680 Brute
6	Lot of 10	Motorola X2 Droids
7	Lot of 4	Motorola 3 Droids
8	TW3S000A1125000061	Rorke RAID Enclosure

These cell phones and the listed computer equipment 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 served by their sale, donation or disposal.

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

SECTION 3. Upon payment of the price determined by sales, donation or disposal 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 _____, 2013.

Scott M. Levin, Acting Mayor

Passed this _____ day of _____, 2013.

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance Authorizing the 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 IT equipment and cell phones that no longer serve the Information Technology Department or the needs or City purposes and should be declared surplus and sold, donated, or disposed of, and the attached ordinance allows that process to be implemented.

O- 09- 2013

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

WHEREAS, the Elmhurst Park District (hereinafter the "Licensee") seeks to utilize the municipal parking lot located on Addison Street, Elmhurst, Illinois (hereinafter the "Property") for its Battle of the Bands event (hereinafter the "Event") as described in the Non-Exclusive License Agreement attached hereto as Exhibit "A" (hereinafter the "License"); and

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

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

1. That the License, in substantially the same form as that attached hereto and made a part hereof as Exhibit "A," is approved and the execution of said License 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 that are necessary to carry out the purpose and intent of this Ordinance and License.

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

ADOPTED this ____ day of _____, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2013.

Scott M. Levin, Acting Mayor of the City
of Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this ____ day of _____, 2013.

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

EXHIBIT A

NON-EXCLUSIVE LICENSE AGREEMENT

Non-Exclusive License Agreement

This License Agreement (hereinafter the "License") is made and entered into on this ____ day of February, 2013, by and between the City of Elmhurst, Illinois, an Illinois municipal corporation (hereinafter the "Licensor") and the Elmhurst Park District, an Illinois park district (hereinafter the "Licensee").

Licensee desires to enter onto the property commonly known as the municipal parking lot located on Addison Street, Elmhurst, Illinois as detailed in the aerial photograph attached hereto as Exhibit A (hereinafter the "Property"), for the purpose of utilizing the Property for production of its Battle of the Bands event (hereinafter the "Event"), and Licensor is willing to grant Licensee a temporary non-exclusive license to do so, on the terms and conditions set forth below.

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

(1) TERM. The term of this License shall be one day, beginning June 22, 2013, at 10:30 A.M. and ending on June 22, 2013 at 10:15 P.M. (hereinafter the "License Term"). Licensee desires to have partial access to the Property beginning at 10:30 A.M. on June 22, 2013, and full access to the Property beginning at 2:00 P.M. until 10:15 P.M. on June 22, 2013 as indicated on the attached Exhibit A.

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

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

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

the Licensee and the Licensee shall have no right to recover any amounts for said maintenance or repairs from the Licensor. Further, Licensor shall not be liable to Licensee or Users for any damage or injury to any of them or their property occasioned by the failure of the Licensor to keep the Property maintained and in repair. Except as approved by the Licensor, Licensee and Users shall not attach, affix or exhibit or permit to be attached, affixed or exhibited any articles of permanent or semi-permanent character or any sign, attached or detached, with any writing, 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 (hereinafter the "Indemnitees"), from and against any and all losses, damages, claims, actions, liabilities, costs and expenses including, without limitation, attorneys' fees and expenses that the Indemnitees may suffer, incur or sustain arising out of or relating to this License or the activities of Licensee or the Users of the Property, or any invitees thereof, under this License, or any acts or omissions of Licensee or its contractors, subcontractors, agents, employees, tenants, invitees or representatives hereunder, or with respect to or arising out of any use of the Property or the rights herein granted, or the performance or non-performance of Licensee's obligations hereunder.

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

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

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

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

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

law or ordinance by which that party is bound. Each individual signing this License on behalf of a party warrants to the others that such individual is authorized to execute this License in the name of the party on whose behalf he or she executes it.

LICENSOR

City of Elmhurst, an Illinois municipal corporation

By: _____
Scott M. Levin, Acting Mayor of the City of
Elmhurst, DuPage and Cook Counties, Illinois

Attest: _____
Patty Spencer, Clerk

LICENSEE

Elmhurst Park District, an Illinois park district

By: _____
James W. Rogers, 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 _____, 2013, personally appeared Scott M. Levin and Patty Spencer, to me known to be the Acting Mayor and Clerk, respectively, of the City of Elmhurst, an Illinois municipal corporation, who executed the foregoing Non-Exclusive License Agreement and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act of the City of Elmhurst, for the uses and purposes therein set forth.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

On this ____ day of _____, 2013, before me, a Notary Public in and for said State, personally appeared, James W. Rogers, to me personally known, who being by me duly sworn did say that he executed the said instrument as his voluntary act and deed for the purposes set forth herein.

Notary Public

My Commission Expires: _____

EXHIBIT A



Request use of this part of the parking lot from 10:30 A.M. until 10:15 P.M.

Request use of the entire parking lot from 2 P.M. until 10:15 P.M.

COUNCIL ACTION SUMMARY

SUBJECT:

An Ordinance Approving and Authorizing the Execution of a Non-Exclusive License Agreement By and Between the Elmhurst Park District and the City of Elmhurst, DuPage and Cook Counties, Illinois.

ORIGINATOR: 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 (hereinafter the "License") by and between the Elmhurst Park District and the City of Elmhurst. The License grants the Elmhurst Park District a temporary non-exclusive license to use the municipal parking lot located on Addison Street, Elmhurst, Illinois for its 2013 Battle of the Bands event. The License has been reviewed by the City of Elmhurst Public Affairs and Safety Committee, Police Department, the City Manager and the City Attorney, and the terms of the License meet the City's requirements and standards for insurance and indemnification that have been applied to applicants for similar licensing in the past.

O- 10-2013

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

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

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

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

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

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

ADOPTED this ____ day of _____, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2013.

Scott M. Levin, Acting Mayor of the City
of Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this ____ day of _____, 2013.

Patty Spencer, City 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 February 2013, by and between the City of Elmhurst, Illinois, an Illinois municipal corporation (herein referred to as "Licensor") and Elmhurst Running Club, Inc., an Illinois Not-for-Profit Corporation (herein referred to as "Licensee").

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

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

(1) TERM. The term of this License shall be one day, beginning July 4, 2013, at 7:15 A.M. and ending at 10:00 A.M. (the "License Term").

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

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

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

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

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

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

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

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

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

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

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

(10) **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: _____
Scott M. Levin, Acting Mayor of the City of
Elmhurst, DuPage and Cook Counties, Illinois

Attest: _____
Patty Spencer, City Clerk

LICENSEE

Elmhurst Running Club, Inc.

By: _____
Kurt Fiene, President

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

Before me, the undersigned, a Notary Public in and for said county and state, on this _____ day of _____, 2013, personally appeared Scott M. Levin and Patty Spencer, to me known to be the Acting 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 _____)

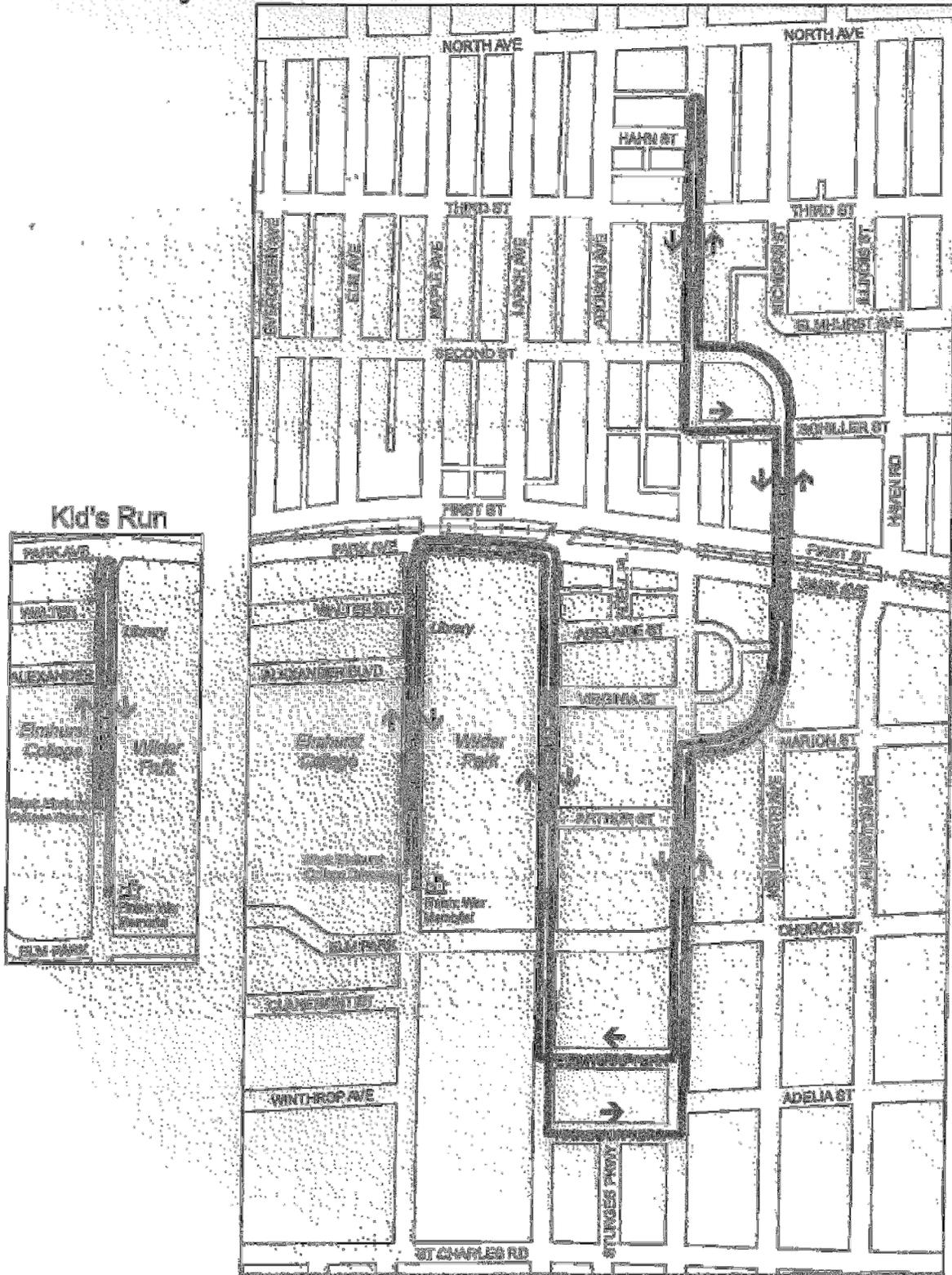
On this ____ day of March 2013, before me, a Notary Public in and for said State, personally appeared Kurt Fiene, to me personally known, who being by me duly sworn did say that the executed the foregoing Non-Exclusive License Agreement as his voluntary act and deed for the purposes set forth herein.

Notary Public

My Commission Expires: _____

Exhibit A

Community Bank of Elmhurst 4 on the 4th - [REDACTED]



COUNCIL ACTION SUMMARY

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

ORIGINATOR: Public Affairs and Safety Committee, City Attorney

DESCRIPTION OF SUBJECT MATTER:

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

MCO - 03- 2013

AN ORDINANCE TO AMEND CHAPTER 31 ENTITLED,
"GARBAGE AND REFUSE,"
OF THE MUNICIPAL CODE OF THE CITY OF ELMHURST, ILLINOIS
(Service Charges for Refuse Collection)

WHEREAS, the City deems it necessary and desirable to amend Chapter 16 of the Elmhurst Municipal Code.

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

SECTION 1. That Section 16.11 entitled, "Service Charges," of Chapter 16 entitled, "Garbage and Refuse," of the Elmhurst Municipal Code is amended as follows:

By amending Section 16.11 (a) to read as follows:

"(a) Service and administrative charges for each house, multiple family building or other dwelling unit used for residential purposes for weekly curbside collection of refuse, recyclable materials and brush, as such terms are defined in the City's contract for said services shall be as follows:

<u>65 Gallon Toter</u>	<u>95 Gallon Toter</u>	<u>Refuse Sticker</u>	<u>Yardwaste Sticker</u>
\$14.93 per month	\$20.70 per month	\$3.00 per sticker	\$3.25 per sticker

SECTION 2. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 3. That this Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form in the manner provided by law.

Approved this _____ day of _____, 2013.

Scott M. Levin, Acting Mayor

Passed this _____ day of _____, 2013

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

CITY ACTION SUMMARY

SUBJECT: Ordinance-Amendment of refuse collection service charges

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Attached for City Council consideration is an Ordinance updating refuse collection service charges.

R- 04 - 2013

**A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF
AN AUDITING SERVICES AGREEMENT
BY AND BETWEEN
SIKICH, LLP AND THE CITY OF ELMHURST**

WHEREAS, the City of Elmhurst (hereinafter the "City") is transitioning its fiscal year from one that ends April 30 each year to a calendar fiscal year commencing January 1, 2014, which results in one eight-month fiscal year between May 30, 2013 and December 31, 2013; and

WHEREAS, the City's Finance, Council Affairs and Administrative Services Committee (hereinafter the "Committee") has reviewed the proposal for professional auditing services (hereinafter the "Auditing Services") for the 2012-2013 fiscal year ending April 30, 2013 and for the 2013 fiscal year covering the eight-month period between May 30, 2013 and December 31, 2013 (hereinafter the "Fiscal Year Audits"); and

WHEREAS, the Committee has recommended the City's current auditor, Sikich, LLP (hereinafter "Sikich"), perform the Auditing Services for the Fiscal Year Audits to reduce the disruption in services inherent to changing service providers and to insure a smooth transition through the eight-month fiscal year; and

WHEREAS, the City has had a satisfactory relationship with Sikich; and

WHEREAS, it is advisable, necessary and in the public interest that the City enter into an Agreement for Auditing Services (hereinafter the "Agreement") for the Fiscal Year Audits, a copy of which is attached hereto and made a part hereof; and

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

Section 1: That the City Council does hereby approve the Agreement for the Fiscal Year Audits with Sikich, a copy of which is attached hereto and made a part hereof.

Section 2: That the Acting 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 said Agreement for the Fiscal Year Audits.

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

ADOPTED this ____ day of _____, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2013.

Scott M. Levin, Acting Mayor of the City of Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this ____ day of _____, 2013.

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

**AUDITING SERVICES AGREEMENT
BY AND BETWEEN
SIKICH, LLP AND
THE CITY OF ELMHURST**

This Agreement is made this ____ day of February, 2013, by and between Sikich LLP (hereinafter the “Auditor”) and the City of Elmhurst, a municipal corporation of DuPage and Cook Counties, Illinois (hereinafter the “City”) for professional auditing services for the current fiscal year ending April 30, 2013 and because the City is transitioning to a calendar-year fiscal year commencing January 1, 2014, for the eight-month period of May 1, 2013 through December 31, 2013.

I. Auditor’s Responsibilities.

A. Scope of Work to be Performed:

The Auditor will express an opinion on the fair presentation of the City’s basic financial statements and an “in relation to” opinion on the fair presentation of the City’s combining and individual fund financial statements and schedules to the City.

These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the General Accounting Office’s (GAO) *Government Auditing Standards* (1994), the provisions of the federal Single Audit Act of 1984 (as amended in 1996) (if required) and U.S. Office of management and Budget (OMB) Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*. Any special compliance and reporting requirement of the State of Illinois for Tax Increment Financing Districts shall be followed.

The Auditor is not required to audit the supporting schedules contained in the Comprehensive Annual Financial Report. However, the Auditor is to provide an “in-relation-to” opinion on the supporting schedules based on the auditing procedures applied during the audit of the basic financial statements and the combining and individual fund financial statements and schedules. The Auditor is not required to audit the introductory section of the report or the statistical section of the report.

The Auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the *Government Auditing Standards Board* as mandated by generally accepted auditing standards.

Following the audit of the fiscal year’s financial statements the Auditor shall issue:

1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles, including an opinion on the fair presentation of the supplementary schedule of expenditures of federal awards “in relation to” the audited financial statements.

2. A report on compliance and internal control over financial reporting based on an audit of the financial statements.
3. A report on compliance and internal control over compliance applicable to each major federal program.

B. Funds to be Audited:

The City uses the following fund types in its financial reporting:

<u>Fund Type</u>	<u>Number of Individual Funds</u>	<u>Number With Legally Adopted Annual Budgets</u>
Primary Government:		
General Fund	1	1
Special Revenue Funds	1	1
Debt Service Funds	2	2
Capital Projects Funds	7	7
Permanent Funds	2	-
Enterprise Funds	2	-
Pension Trust Funds	2	-
Agency Funds	2	-
Discretely Presented Component Units:		
Elmhurst Public Library	1	8
Elmhurst Heritage Foundation	1	-

These component units are to be audited as a part of the audit of the City's financial statements.

C. Financial Reporting:

The City implemented GASB Statement 34 in fiscal year 2003. The City's Finance Department staff will prepare all financial statements and supporting schedules, will provide the Auditors may request, and will prepare any GASB 34 adjustments.

Report preparation, editing and printing shall be the responsibility of the Auditor. Any necessary letterhead will be provided by the City. The Auditor shall produce twenty (20) copies of the Comprehensive Annual Financial Report, five (5) copies of the Single Audit, and five (5) copies of the TIF compliance report.

While final responsibility for the financial statements rests with the City, the City expects that the Auditor possess and demonstrate sufficient expertise in governmental accounting and reporting to assure that all reporting requirements are met.

The City has received the GFOA Certificate of Achievement for Excellence in Financial Reporting for twenty-one (21) consecutive years. The City expects that the Auditor will assist and support the City's efforts to achieve this award annually.

Demonstration of governmental accounting expertise shall be supported by membership, either current or past in various governmental accounting and auditing committees and task forces of the Illinois CPA Society or AICPA.

Reasonable support can also be shown by appointment to the Special Review Committee for the Governmental Finance Officer Association's Comprehensive Annual Financial Report program.

The Auditor shall express an unqualified opinion on all individual funds and accept "in relation to" responsibility for supplemental data. If an unqualified opinion cannot be expressed, the auditor shall bring such matter to the City's attention before issuance of the report to determine whether or not the problems leading to a qualification can be resolved.

D. Management Letter:

If, during the course of the examination, the Auditor finds any weaknesses in internal control, the Auditor shall summarize such findings and recommendations in the form of a separate management letter to the City.

The Auditor shall be available to meet with elected officials at an evening meeting to answer questions regarding the completed audit or management letter, if requested.

The Auditor in the person of a partner or manager shall be available not only during the audit preparation period, but also on an as-needed basis to answer questions or provide guidance on any particular issue that may raise throughout the term of this Agreement.

The Auditor will assist the City with the Federal Audit Clearinghouse – Internet Data Entry System single-audit filings.

The Auditor's engagement is not designed to address legal or regulatory matters, which matters should be discussed by the City with your legal counsel.

The Auditor's audit and work product are intended for the benefit and use of the City only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party. The working papers for this engagement are the property of the City and constitute confidential information.

E. Timeliness of Reports:

For the current fiscal year ending April 30, 2013, the final audit must be completed and a report received by the City prior to October 1, 2013, unless the City has caused the audit period to be longer. Failure to deliver a final report in a timely manner may result in reducing the term of the Agreement.

For the subsequent eight-month fiscal period of May 1, 2013 through December 31, 2013, the final audit must be completed and a report received by the City prior to June 1, 2014, unless the City has caused the audit period to be longer.

F. Contractor's Certification.

The Auditor shall execute the Contractor's Certification, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

II. Fees.

The City agrees to pay the Auditor for services rendered for the annual financial report and TIF audit report based on the following not-to-exceed fee:

- A. For the current fiscal year ending April 30, 2013, the sum of Thirty-Three Thousand Fifteen (\$33,015.00) Dollars; and
- B. For the subsequent eight-month fiscal period of May 1, 2013 through December 31, 2013, the sum of Thirty-Three Thousand Six Hundred Seventy-Five (\$33,675.00) Dollars.

III. General Terms and Conditions.

1. To the fullest extent permitted by law, the Auditor shall indemnify and hold harmless the City, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, neglect or misconduct of said Auditor, its officers, agents, and/or employees arising out of, or in performance of any provisions of the Agreement, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions, or liabilities, the City of Elmhurst, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Auditor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements, and all other costs arising out of such claims, lawsuits, actions or liabilities.

2. This Agreement shall be deemed to be exclusive between the City and the Auditor. This Agreement shall not be assigned by the Auditor without first obtaining permission in writing from the City.

3. The Auditor 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 Auditor 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 Auditor.

4. Any dispute between the Auditor 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 Auditor, 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.

5. 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.

6. Written notices between the City and the Auditor 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 Road
Elmhurst, Illinois 60127
Attn: Marilyn Gaston, Director of Finance

b. If to the Auditor:

Sikich, LLP
1415 West Diehl Road, Suite 400
Naperville, Illinois 60563
Attn: Daniel A. Berg, CPA, Partner

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.

7. 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 Auditor.

8. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.

9. 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.

10. 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.

11. 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 Eighteenth Judicial Circuit, DuPage County, State of Illinois.

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 _____, 2013.

CITY OF ELMHURST

ATTEST:

By _____
Scott M. Levin, Acting Mayor

By _____
Patty Spencer, City Clerk

Executed by the Auditor, this ____ day of _____, 2013.

SIKICH, LLP

By: _____
Daniel A. Berg, CPA, Partner

Exhibit “A”
CONTRACTOR'S CERTIFICATION

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

I, Daniel A. Berg, hereby certify that I am a Partner of Sikich LLP, (hereinafter the “Contractor”), and as such hereby represent and warrant to the City of Elmhurst a municipal corporation, that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

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

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

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

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

City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the City in writing the name(s) of the holder of such interest;

- (D) no officer or employee of the City has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of the City Code;
- (E) the Contractor has not given to any officer or employee of the City any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of the City Code;
- (F) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person; and
- (G) the Contractor acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this agreement are considered a public record of the City; and therefore, within thirty (30) days of completion of the work required of the Contractor under this agreement, the Contractor shall produce to the City, in electronic format, all records that directly relate to the governmental function performed by the Contractor under this agreement at no additional cost to the City; and furthermore, the Contractor shall review its records and promptly produce to the City any additional records in the Contractor's possession which the City requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Contractor shall produce to the City such records within three (3)

COUNCIL ACTION SUMMARY

SUBJECT: Resolution to approve and authorize the execution of an Auditing Services Agreement with Sikich, LLP

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the City's Finance, Council Affairs and Administrative Services Committee, the City Attorney prepared a resolution to authorize the execution of the Auditing Services Agreement with Sikich LLP.

R - 05 - 2013

**A RESOLUTION AUTHORIZING THE EXECUTION OF
A SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
LUCITY, INC. AND
THE CITY OF ELMHURST, ILLINOIS**

WHEREAS, it is advisable, necessary, and in the public interest that the City of Elmhurst (hereinafter referred to as the “City”) purchase a Computerized Maintenance Management System (“CMMS”) software package for the purpose of maintaining a computer database of information for the City’s maintenance operations; and

WHEREAS, a CMMS software package will manage the City’s assets, work order processing, and analyze maintenance activity in the City’s Collection and Distribution (Utility) Division, which shall allow the City to effectively plan maintenance functions, improve productivity, lower operating costs, monitor legal and regulatory obligations, minimize liability, and extend equipment life; and

WHEREAS, pursuant to the procedures established by the Local Government Professional Services Selection Act (50 ILCS 510/0.01 *et seq.*), the City publically advertised a Request for Qualifications from professional software engineering consultants for a CMMS software package (hereinafter referred to as the “RFQ”); and

WHEREAS, Lucity, Inc. of Overland Park, Kansas, licensed to do business in the State of Illinois (hereinafter referred to as “Lucity”), submitted a quotation and qualifications in response to the RFQ; and

WHEREAS, Lucity has superior qualifications and has performed similar projects for other municipal public works departments and water/wastewater utility districts in the past, and has been determined by the City to be the most qualified bidder; and

WHEREAS, it is in the best interests of the City to enter into the Software License and Professional Services Agreement (hereinafter referred to as the “Agreement”) with Lucity for the purchase of a CMMS software package, which Agreement is attached hereto marked as Exhibit “A” and made a part hereof; and

WHEREAS, the total cost of the Agreement is Seventy-Four Thousand Five Hundred and 00/100ths Dollars (\$74,500.00), which includes an annual license fee of Twenty-Six Thousand and 00/100ths Dollars (\$26,000.00) and a one-time implementation fee of Forty-Eight Thousand Five Hundred and 00/100ths Dollars (\$48,500.00).

NOW, THEREFORE, BE IT RESOLVED by the Acting 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: The Acting Mayor is hereby authorized and directed to execute and the City Clerk is hereby authorized and directed to attest, on behalf of the City, the Agreement with Lucity for the purchase of a CMMS software package.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ADOPTED this _____ day of _____, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2013.

Scott M. Levin, Acting Mayor of the City of
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this _____ day of _____, 2013.

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

EXHIBIT "A"

SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

ARTICLES OF AGREEMENT

This Agreement between **CITY OF ELMHURST, IL**, as "CLIENT", and **LUCITY, INC.**, as "CONTRACTOR".

WITNESSETH:

Whereas, the CONTRACTOR (a Kansas Corporation with offices located at 10561 Barkley, Suite 500, Overland Park, KS 66212) owns certain software programs that are licensed as individual program titles which are known collectively as the "*Lucity*®"; and

Whereas, the CLIENT (located at 985 S Riverside, Elmhurst, IL 60126) would like to use, and the CONTRACTOR would like to grant the CLIENT the right to use, those software programs accessing databases residing at the CLIENT's site, while protecting the copyrights, trade secrets, confidential information, and other valuable intellectual property they contain; and

Whereas, the CLIENT is authorized and empowered to contract with the CONTRACTOR to provide professional services as hereinafter described; and

Whereas, the CONTRACTOR is registered in accordance with the laws of the State of Kansas, and is qualified to provide the professional services desired by the CLIENT; now, therefore,

IT IS AGREED THAT:

SECTION I – SOFTWARE LICENSE

The CONTRACTOR agrees to furnish various *Lucity* software programs, and grant the CLIENT a license to use these programs, in consideration of the mutual covenants and obligations expressed in the *Lucity*® Software License Agreement attached as Exhibit "A". These programs shall consist of the items listed in the Schedule of Software attached as Exhibit "B".

SECTION II – SCOPE OF SERVICES

The basic Scope of Services for the supply, implementation, support and maintenance of **COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM**, herein referred to as "PROJECT", is as follows:

1. The CONTRACTOR agrees to furnish and perform various professional services related to on-going software technical support and maintenance items outlined in the Software Support and Maintenance Provisions attached as Exhibit "C".
2. The CONTRACTOR agrees to furnish and perform various professional services related to the items outlined the Schedule of Services attached as Exhibit "D".

Any items beyond the basic Scope of Services shall be considered as Additional Services. If authorized in writing by CLIENT, CONTRACTOR shall furnish, or obtain from others, services resulting from significant changes in the basic Scope of Services.

SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

The cost to perform Additional Services shall be based on the rates outlined in the Schedule of Costs and Payments attached as Exhibit "E".

SECTION III – RESPONSIBILITIES OF THE CLIENT

The CLIENT shall provide information and assistance as follows:

1. Assist CONTRACTOR by placing at their disposal all available information pertinent to the PROJECT including data, standards, specifications, processes, workflows, and reports relative to the CONTRACTOR'S services.
2. Give prompt written notice to CONTRACTOR whenever CLIENT observes or otherwise becomes aware of any development that affects the Scope or timing of CONTRACTOR'S Services.
3. Bear all costs incident to compliance with the requirements of this Section III.

SECTION IV – SCHEDULE OF SERVICES

It is anticipated that the PROJECT as described in Section II will be completed and submitted to the CLIENT in accordance with the estimated schedule for major work items as shown on Exhibit "D".

The work items described shall be carried out as expeditiously as possible. The CONTRACTOR shall not be liable to the CLIENT, if delayed in, or prevented from performing the work as specified herein through any cause beyond the control of the CONTRACTOR, and not caused by his own fault or negligence including acts of nature or the public enemy, inclement weather conditions, acts, regulations, or decisions of the Government or regulatory authorities after the effective date of this Agreement, fires, floods, epidemics, strikes, jurisdictional disputes, lockouts, and freight embargoes.

SECTION V – FEES AND PAYMENTS

The CLIENT shall compensate the CONTRACTOR for the Scope of Services as described in Section II of this Agreement an amount not exceeding the total cost as shown on Exhibit "E". The maximum compensation shall not be exceeded without further authorization of Additional Services.

Labor costs, costs associated with subcontract work, bonding costs, and direct expenses such as shipping, printing, telephone and commercial computer software are included in the maximum compensation.

Payment to the CONTRACTOR shall be made in accordance with the estimated schedule of billings for work items as shown on Exhibit "E". Invoices shall be due and payable to the CONTRACTOR within forty-five (45) days of each billing.

SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

Once this Agreement expires, or final payment has been requested and made, the CONTRACTOR shall have no more than thirty (30) days to present or file claims against the CLIENT concerning this Agreement. After that period, the CLIENT shall consider the CONTRACTOR to have waived any right to claims against the CLIENT concerning this Agreement.

The Fees and Payment provisions for the PROJECT, applicable to the *Lucity* software program licenses, provided in this Section V supersede the License Fee payment provisions provided in Section 6(a) of Exhibit "A".

SECTION VI – TERMINATION

- A. The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- B. In the event of termination by the CLIENT, the CONTRACTOR shall be paid for all services rendered up to and including the date of termination.
- C. In the event that the CLIENT, for any reason, decides not to proceed with the PROJECT, this Agreement shall then be considered terminated; the CONTRACTOR shall be entitled to payment as described herein for all services provided under this Agreement. In such event, the CLIENT shall promptly notify the CONTRACTOR in writing of its decision not to proceed with the PROJECT so that the CONTRACTOR can reassign his personnel and revise work schedules as may be required.

The Termination provisions for the PROJECT provided in this Section VI are applicable to the Scope of Services as described in Section II of this Agreement. The Term and Termination provisions provided in Section 12 of Exhibit "A" are applicable to the *Lucity*® software program licenses.

SECTION VII – INDEMNIFICATION

The CONTRACTOR shall indemnify and hold the CLIENT harmless from any and all liability, loss or damage the CLIENT may suffer as a result of claims, demands, costs or judgments against it arising out of the CONTRACTOR'S negligence in the performance of this Agreement.

The Indemnification provisions for the PROJECT provided in this Section VII are applicable to the Scope of Services referenced in Section II. The Limitations of Liability provisions provided in Section 11 of Exhibit "A" are applicable to the *Lucity* software program licenses.

SECTION VIII – GENERAL CONSIDERATIONS

And, finally it is agreed that:

- A. All services shall be under the direction of qualified personnel.

SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

- B. The Scope of Services covered by this Agreement shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. Modification of the terms of this Agreement may be made that would modify the maximum fees stated in the Agreement when mutually agreed by and between the CONTRACTOR and the CLIENT, and shall be incorporated in written amendments to this Agreement. The CONTRACTOR shall have no obligation to perform services in connection with a change in the Scope of Services unless the cost thereof shall be agreed to under this paragraph.
- C. The CONTRACTOR reserves the right to renegotiate this Agreement if this agreement is not signed by the CLIENT within ninety (90) days after submittal.
- D. The following Exhibits are attached to and made a part of this Agreement:
 - Exhibit "A" - *Lucity*® Software License Agreement
 - Exhibit "B" - Schedule of Software
 - Exhibit "C" - Software Support and Maintenance Provisions
 - Exhibit "D" - Schedule of Services
 - Exhibit "E" - Schedule of Costs and Invoicing

IN WITNESS WHEREOF, the CLIENT and CONTRACTOR, by their authorized representatives, have hereunto subscribed their names this _____ day of _____, 2013.

Executed in duplicate with copies to the CLIENT and CONTRACTOR.

LUCITY, INC.

CITY OF ELMHURST, IL

By: _____
James C. Graham, P.E.

By: _____

Title: Vice President & Chief Operating Officer

Title: _____

Attest:

Attest:

By: _____

By: _____

Title: _____

Title: _____

Exhibit "A"

Lucity Software License Agreement

IMPORTANT – READ CAREFULLY BEFORE INSTALLATION

This software is subject to acceptance of the Lucity Software License Agreement. Lucity, Inc. (Lucity) is willing to license this software to you only upon the condition that you accept all of the terms and conditions contained in the Lucity Software License Agreement and any stated Special Provisions. If you do not agree with the terms and conditions as stated, please return the unopened media package, the disks, and all accompanying printed materials to Lucity for a full refund of the license fees.

THIS AGREEMENT ("**Agreement**") is between Lucity, Inc., a Kansas corporation with its principal place of business at 10561 Barkley, Suite 500, Overland Park, KS 66212 ("**Lucity**"), and **Licensee** with its software programs accessing databases residing at **Licensed Site**.

RECITALS

WHEREAS, Lucity owns certain software programs that are licensed under individual program titles which are known collectively as the "**Lucity software**";

WHEREAS, Licensee would like to use, and Lucity would like to grant Licensee the right to use, those software programs, while protecting the copyrights, trade secrets, confidential information, and other valuable intellectual property they contain.

NOW, THEREFORE, Lucity and Licensee agree as follows:

1. DEFINITIONS.

"**Program(s)**" means the object code versions of the computer software programs, databases, and related documentation.

"**Seats**" means the number of concurrent users (i.e., the number of persons using a Program at one time) permitted to use a Program.

"**Clients**" means the number of individual database setups that can be accessed by a Program.

"**Licensed Site**" means the location at which the Licensee will be permitted to store the databases used by the Program(s).

2. LICENSE GRANT.

(a) **License**. Subject to the terms and conditions of this Agreement, Lucity grants Licensee a fee-bearing nonexclusive license to use the object code versions of the Program(s) for its internal purposes during the term of this Agreement; provided, however, that (i) the number of concurrent users of each Program, including all users authorized to use any Program(s) pursuant to Section 2(b) below, shall not exceed the number of Seats for each such Program, (ii) the number of individual database setups that can be accessed by each Program shall not exceed the number of Clients for each such Program, and (iii) the location at which the databases accessed by the Program(s) reside shall be the Licensed Site designated herein.

(b) **Sublicense**. For information on granting sublicense rights, please contact Lucity.

(c) **Limited Transfer**. For information on transferring the location of the Licensed Site, please contact Lucity.

(d) **Copying**. Licensee may make only as many copies of each Program as are necessary for Licensee to utilize the total Seats for each such Program.

(e) **Future Licenses**. Lucity and Licensee may, by mutual agreement, include future licenses of the Program(s) under this Agreement by exchanging documents (i.e., a purchase order from Licensee and acknowledgment from Lucity) referencing this Agreement and the Program(s) to be licensed. Such future Program(s) shall be included as Program(s) under this Agreement. The parties agree that such purchase orders and acknowledgments shall have no effect on the terms and conditions of this Agreement, under which such Program(s) are licensed.

(f) **Limited Grant**. Except as expressly provided in this Section 2, Lucity grants and Licensee receives no right, title or interest in or to the Programs or any other deliverables provided by Lucity in connection with this Agreement and Lucity reserves and retains all such right, title, and interest.

(g) **Disaster Recovery and Testing**. The Licensee is permitted to install the Programs at its internal disaster recovery site and to store copies of the databases used by the Programs for the purposes of testing its disaster recovery plan. The Licensee is also permitted to install the Programs in a testing environment at its Licensed Site and to store copies of the databases used by the Programs for the purposes of testing future releases and training users.

3. LICENSE RESTRICTIONS.

(a) **No Reverse Engineering**. Licensee agrees not to disassemble, decompile, reverse analyze, or reverse engineer the Program(s).

(b) **No Modification**. Licensee agrees not to modify the Program(s) without the written consent of Lucity.

(c) **No Copying**. Licensee agrees not to copy the Program(s), in whole or in part, except for a reasonable number of back-up copies and copies for disaster recovery and testing purposes, and as may be necessary to utilize the total Seats for a given Program.

(d) **No Third Party Use**. Licensee will not use the Program(s) in any manner to provide computer services to third parties, except as may be necessary to implement a sublicense.

(e) **Training**. Licensee will not use the Program(s) until its personnel have received sufficient training in the use of the Program(s) to generate accurate data from the operation of the Program(s).

4. PROPRIETARY RIGHTS.

(a) **Lucity's Property**. The Program(s), in whole and in part and all copies thereof, are and will remain the sole and exclusive property of Lucity.

(b) **Licensee's Property**. Any and all information provided by Licensee, as well as any and all information generated by Licensee's use of the Programs (specifically excluding Program code), shall remain the sole and exclusive property of Licensee.

(c) **Proprietary Notices**. Licensee will not delete or alter any copyright, trademark, and other proprietary rights notices of Lucity and its licensors appearing on the Program(s). Licensee agrees to reproduce such notices on all copies it makes of the Program(s).

5. DELIVERY.

Lucity will deliver the Program(s) to Licensee, or Licensee's designated representative, within a reasonable time of execution of this Agreement by both parties.

6. FEES AND TAXES.

(a) **License Fee**. As consideration for the rights granted to Licensee under the Agreement set forth in Section 2 of this Agreement, Licensee shall remit payment to Lucity, or Lucity's designated representative, the License Fee within thirty (30) days of the Shipping Date. Late payments will be subject to a late fee of one and one-half percent (1-1/2%) per month or the maximum rate permitted by applicable law, whichever is less. Lucity may publish revised fee schedules from time to time, and any fees for future licenses for the Program(s) included under this Agreement shall be determined by Lucity's then-current fee schedule.

(b) **Taxes**. Fees due under this Agreement do not include any taxes. Licensee will be responsible for, and will promptly pay, all taxes of whatever nature (including but not limited to sales and use taxes) resulting from or otherwise associated with this Agreement or Licensee's receipt or use of the Program(s), except income taxes based on Lucity's income. In lieu of payment of such taxes, Licensee shall provide Lucity, or Lucity's designated representative, with proof of Licensee's tax exempt status.

7. WARRANTIES.

(a) **Warranty**. Lucity warrants that during the ninety (90) days following the shipping date:

- (i) the Program(s) will be capable of performing in the manner described in all the documentation in all material respects; and
- (ii) the storage media containing the Program(s) will be free from defects in materials and workmanship.

(b) **Exclusive Remedy**. In the event that the Program(s) or storage media fail to conform to such warranty, as Licensee's sole and exclusive remedy for such failure Lucity will, at its option and without charge to Licensee, repair or replace the Program(s) or storage media or refund to Licensee the License Fee paid, provided that the nonconforming item is returned to Lucity within the 90-day warranty period.

(c) **Disclaimer**. The Warranties provided in this Section are in lieu of all other warranties, express and implied, including but not limited to any implied warranties of Merchantability, and Fitness for a Particular Purpose.

(d) **Year 2000 Compliance**. "Year 2000 Compliant" means that the Program(s), when used in accordance with its associated documentation, will (a) initiate and operate, (b) correctly store, represent, and process dates, and (c) not cause or result in abnormal termination or ending, when processing data containing dates in the year 2000 and in any preceding and following years, provided that all third party applications that exchange date data with the program do so properly and accurately in a form and format compatible with the program. The Program(s) provided by Lucity under this agreement process dates only to the extent that the Program(s) use date data provided by the host or target operating system for date representations used in internal processes, such as file modifications. Any Year 2000 Compliance issues resulting from the operation of the Program(s)

Lucy Software License Agreement

are therefore necessarily subject to the Year 2000 Compliance of the relevant host or target operating system. The preceding does not apply, however, and Lucy does not assume any liability for, the performance of any applications that authorized licensees may create through use of the Program(s), nor for any Year 2000 Compliance issues that may arise from the use of the Program(s) with any third party products, including hardware, software or firmware. Except as expressly provided in this Section, Lucy makes no Year 2000 related representations or warranties for the Program(s), and any such warranties, including any implied warranties, are hereby disclaimed.

8. INDEMNITY.

(a) Duty to Indemnify and Defend.

(i) Lucy will defend or settle at Lucy's own expense, any action or other proceeding brought against Licensee to the extent that it is based on a claim that the use of the Program(s) as licensed in this Agreement infringes any U.S. copyright or that the Program(s) incorporates any misappropriated trade secrets.

(ii) Lucy will pay any and all costs, damages, and expenses (including but not limited to reasonable attorneys' fees) Licensee becomes obligated to pay in any such action or proceeding attributable to any such claim.

(iii) Lucy will have no obligation under this Section as to any action, proceeding, or claim unless: (A) Lucy is notified of it promptly; (B) Lucy has sole control of its defense and settlement; and (C) Licensee provides Lucy with reasonable assistance in its defense and settlement.

(b) Injunctions. If Licensee's use of any Program(s) under the terms of this Agreement is, or in Lucy's opinion is likely to be, enjoined due to the type of infringement or misappropriation specified in Section 8(a)(i), then Lucy may, at its sole option and expense, either:

(i) procure for Licensee the right to continue using such Program(s) under the terms of this Agreement;

(ii) replace or modify such Program(s) so that it is noninfringing and substantially equivalent in function to the enjoined Program(s); or

(iii) if options (i) and (ii) above cannot be accomplished despite the reasonable efforts of Lucy, then Lucy may both:

(A) terminate Licensee's rights and Lucy's obligations under this Agreement with respect to such Program(s); and

(B) refund to Licensee the unamortized portion of the License Fee paid based upon a 5 year straight-line depreciation, such depreciation to be deemed to have commenced on the effective date of this Agreement.

(c) Exclusive Remedy. The foregoing are Lucy's sole and exclusive obligations, and Licensee's sole and exclusive remedies, with respect to infringement or misappropriation of intellectual property rights. Lucy makes no separate warranty of noninfringement under or in connection with this agreement.

(d) Exceptions. Lucy will have no obligations under this Section 8 with respect to infringement or misappropriation arising from: (i) modifications to the Program(s) that were not made by Lucy (whether or not authorized by Lucy); (ii) Program(s) specifications or modifications requested by Licensee; or (iii) the use of Program(s) with products (including but not limited to software) not provided by Lucy.

9. CONFIDENTIAL INFORMATION.

(a) Definition. "**Confidential Information**" refers to: (i) the Program(s), including but not limited to their software source code, and any related documentation or technical or design information related to the Program(s); (ii) the business or technical information of Lucy, including but not limited to any information relating to Lucy's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how; (iii) any information reasonably and appropriately designated by Lucy as "confidential" or "proprietary" or which, under the circumstances taken as a whole, would reasonably be deemed to be confidential under applicable law; and (iv) the terms and conditions and existence of this Agreement.

(b) "Confidential Information" will not include information that:

(i) is in or enters the public domain without Licensee's breach of this Agreement;

(ii) Licensee receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; or

(iii) Licensee party develops independently, which it can prove with clear and convincing written evidence.

(c) Confidentiality Obligations. Licensee agrees to take all measures reasonably required in order to maintain the confidentiality of all Confidential Information in its possession or control, which will in no event

be less than the measures Licensee uses to maintain the confidentiality of its own information of equal importance.

(d) Employee Confidentiality Procedures. Licensee agrees to inform its employees of their confidentiality obligations regarding the Program(s) and other Lucy Confidential Information. Licensee further agrees to ensure that contract employees (including temporary employees) of Licensee agree to confidentiality obligations similar to those of this Agreement.

10. MAINTENANCE AND SUPPORT.

Lucy and Licensee may, by mutual agreement, include the maintenance and support services described in the software's online help for the Program(s) under this Agreement by exchanging documents (i.e., a purchase order from Licensee and acknowledgment from Lucy) referencing this Agreement and the Program(s) to be included under such services. The parties agree that such purchase orders and acknowledgments shall have no effect on the terms and conditions of this Agreement, under which such Program(s) are licensed. Maintenance and support services are provided at a rate and for a term as mutually determined by Lucy and Licensee for the scope of services to be provided by Lucy for the Program(s) to be included under such services.

11. LIMITATIONS OF LIABILITY.

Lucy's total liability under this Agreement will be limited to the License Fee. Licensee agrees that, as part of the material consideration for Lucy licensing the Programs to Licensee hereunder, in no event will Lucy be liable to Licensee or any third party under this Agreement for any Special, Incidental, or Consequential Damages, whether based on breach of contract, tort (including negligence), product liability, or otherwise, and whether or not Lucy has been advised of the possibility of such damage. Input and/or edits of data by means other than the Lucy standard Program(s) interface may result in loss of data, and/or improper operation of the Program(s). The Licensee agrees that in no event will Lucy be liable to Licensee or any third party under this Agreement for costs necessary to diagnose, recover data and/or restore proper operation of the Program(s) resulting from said actions.

12. TERM AND TERMINATION.

(a) Term. This Agreement will continue in full force and effect perpetually, except as follows:

(b) Termination. Lucy will have the right to terminate this Agreement if Licensee breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days of written notice from Lucy;

(c) Effect of Termination. If this Agreement is terminated, Licensee will immediately terminate any sublicenses then in effect, retrieve from sublicenses all copies of the Program(s) in sublicenses' possession, and then return to Lucy, or Lucy's designated representative, or (at Lucy's request) destroy all copies of the Program(s) in its possession or control, and an officer of Licensee will certify to Lucy in writing that it has done so.

(d) Survival. The provisions of Sections 4 (Proprietary Rights), 6(b) (Taxes), 7(b) and (c) (Warranties Exclusive Remedy and Disclaimer), 8(c) and (d) (Infringement Exclusive Remedy and Exceptions), 9 (Confidential Information), and 11 (Limitations of Liability) will survive termination of this Agreement for any reason.

(e) Nonexclusive Remedy. The exercise by Lucy of any remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

13. GENERAL PROVISIONS.

(a) Audit Rights. Licensee agrees to allow Lucy, or Lucy's designated representative, at Lucy's sole expense, upon reasonable written notice, and during Licensee's ordinary business hours, to visit the facilities in which Licensee uses the Program(s) and review Licensee's practices with regard to the Program(s).

(b) Assignment. This Agreement will bind and inure to the benefit of each party's successors and assigns, provided that either party may not assign this Agreement, in whole or in part, without written consent of both parties.

(c) Modifications. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

(d) Conflicting Terms. Purchase orders or similar documents relating to the Program(s) issued by Licensee will have no effect on the terms of this Agreement.

(e) Notices. All notices under this Agreement will be deemed given when delivered personally or upon receipt of by U.S. certified mail, return receipt requested, to the address shown below or as may otherwise be specified by either party to the other in accordance with this Section.

Lucity Software License Agreement

(f) Severability. If any provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected.

(g) Waiver. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights.

(h) Entire Agreement. This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. No purchase orders, acknowledgments, invoices, or other documents exchanged in the ordinary course of business shall modify or add to the terms and conditions of this Agreement.

(i) Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the State of Kansas.

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Exhibit "A"
Lucity Software License Agreement

SPECIAL PROVISIONS – ESRI ELA ADD-ON CMMS SOLUTIONS

The following provisions supersede the preceding standard terms and conditions.

Add the following to “**1. DEFINITIONS.**”:

“**Eligible Licensee**” means a public-sector agency which meets the requirements of the Esri “Small Utilities” or “Small Municipal and County Government” ELA Programs as set forth by Esri. References to “Licensee” in this Agreement imply Eligible Licensee.

“**Included Programs**” means those specific Programs included in the ELA Add-on Lucity CMMS Solutions, for which a summary is attached as Attachment B. References to “Program(s)” in this Agreement imply Included Programs.

“**Excluded Programs**” means all other Lucity Programs not included in the ELA Add-on Lucity CMMS Solutions.

“**Enterprise License**” means an unlimited number of Seats are provided for a Program.

“**Effective Date**” means the date of receipt of Licensee's purchase order citing this Agreement.

Revise the following sections of “**2. LICENSE GRANT.**” to read:

(a) License. Subject to the terms and conditions of this Agreement, Lucity grants Licensee a fee-bearing nonexclusive Enterprise License to use the object code versions of each of the Included Programs for its internal purposes during the appropriate term of this Agreement.

(f) Licenses of Excluded Programs. Lucity and Licensee may, by mutual agreement, at any time by exchanging documents (i.e., a purchase order from Licensee and acknowledgment from Lucity) referencing this Agreement and the Excluded Program(s) to be licensed, include fee-bearing nonexclusive licenses to use the object code versions of the Excluded Program(s) for its internal purposes during the appropriate term of this Agreement; provided, however, that (i) the number of concurrent users of each Excluded Program, including all users authorized to use any Excluded Program(s) pursuant to Section 2(b), shall not exceed the number of Seats for each such Excluded Program, (ii) the number of individual database setups that can be accessed by each Excluded Program shall not exceed the number of Clients for each such Excluded Program, and (iii) the location at which the databases accessed by the Excluded Program(s) reside shall be the Licensed Site designated herein. Such Excluded Program(s) shall be included as Program(s) under this Agreement exclusive of the “Special Provisions – Esri ELA Add-on CMMS Solutions”. The parties agree that purchase orders and acknowledgments used for licensing Excluded Program(s) shall have no effect on the terms and conditions of this Agreement.

Revise the following section of “**6. FEES AND TAXES.**” to read:

(a) Annual Fee. As consideration for the rights granted to Licensee under the Agreement set forth in Section 2 of this Agreement, Licensee shall remit payment to Lucity, or Lucity’s designated representative, (i) the appropriate Annual Fee within thirty (30) days of the Effective Date, and (ii) the appropriate Annual Fee within thirty (30) days of anniversary of the Effective Date for each renewal period. Late payments will be subject to a late fee of one and one-half percent (1-1/2%) per month or the maximum rate permitted by applicable law, whichever is less. The appropriate Annual Fee is based on the Licensee’s population or meter count on the Effective Date.

Revise the following section of “**7. WARRANTIES**” to read:

(a) Warranty. Lucity warrants that during the twelve (12) months following the Program(s) being put into production:

(i) the Program(s) will be capable of performing in the manner described in all the documentation in all material respects; and

(ii) the storage media containing the Program(s) will be free from defects in materials and workmanship.

(b) Exclusive Remedy. In the event that the Program(s) or storage media fail to conform to such warranty, as Licensee's sole and exclusive remedy for such failure Lucity will, at its option and without charge to Licensee, repair or replace the Program(s) or storage media or refund to Licensee the License Fee paid, provided that the nonconforming item is returned to Lucity within the twelve (12) month warranty period.

Lucity Software License Agreement

Revise “**10. MAINTENANCE AND SUPPORT.**” to read as follows:

Maintenance and support services for the Included Programs are included in the Esri ELA Add-on CMMS Solutions offering. For Excluded Programs, Lucity and Licensee may, by mutual agreement, include the maintenance and support services described in the software’s online help for the Excluded Program(s) under this Agreement by exchanging documents (i.e., a purchase order from Licensee and acknowledgment from Lucity) referencing this Agreement and the Excluded Program(s) to be included under such services. The parties agree that such purchase orders and acknowledgments shall have no effect on the terms and conditions of this Agreement, under which such Excluded Program(s) are licensed. Maintenance and support services are provided at a rate and for a term as mutually determined by Lucity and Licensee for the scope of services to be provided by Lucity for the Excluded Program(s) to be included under such services.

Revise the following section of “**12. TERM AND TERMINATION.**” to read:

(b) Termination. Lucity will have the right to terminate this Agreement if Licensee breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days of written notice from Lucity; Licensee will have the right to terminate this Agreement for any reason by giving thirty (30) days written notice to Lucity.

(f) Term. Except as follows, this Agreement will continue in full force and effect for:

- (i) one (year) from the Effective Date of this Agreement, with automatic renewal for two (2) additional one (1) year periods, unless Licensee provides written notice of termination thirty (30) days prior to the date of renewal; and/or
- (ii) perpetually for Excluded Program(s).

Revise the following section of “**13. GENERAL PROVISIONS.**” to read:

(i) Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the state in which Licensee is located.

EXHIBIT "B"
Schedule of Software

For the Project Lucyty agrees to furnish licenses of the various *Lucity*® software programs listed in the following table, and grant the City such licenses to use these programs for the fees as indicated, in consideration of the mutual covenants and obligations expressed in the *Lucity*® Software License Agreement provided as Exhibit "A".

Product/Bundle	Annual Fees for ELA Add-on Lucyty CMMS Solutions
Core Bundle ¹	\$20,000.00
Wastewater ²	\$2,000.00
Environmental Compliance ²	\$2,000.00
Water ²	\$2,000.00
Stormwater ³	\$2,000.00
Sub-total	\$28,000.00
Discount	-\$2,000.00
TOTAL	\$26,000.00
Fees	
<i>Software Licensing</i> : One-year term, with automatic renewal for two (2) additional one-year periods, for site licenses that provide for unlimited use	
<i>Support & Maintenance</i> : Constant Connection Program services and resources provided at no additional cost	
Solutions	
¹ Core Bundle includes the following Lucyty solutions: <ul style="list-style-type: none"> * Work Administrator, Work Orders, Requests and Citizen Portal * GIS Desktop and GIS Web * Equipment and Equipment SCADA * Mobile and Mobile Desktop * Inventory Control and Mobile Bar Coding * API 	
² Lucyty Utilities solutions bundles are: <ul style="list-style-type: none"> * Water * Wastewater – includes Sewer, Sewer Analysis and Sewer CCTV * Environmental Compliance – includes Fats, Oils & Grease and Industrial Pretreatment * Electric 	
³ Lucyty Public Works solutions bundles are: <ul style="list-style-type: none"> * Streets, Roads & Traffic – includes Streets & Roads, Bridges, Rights-of-Way, Signs, Signals, Street Lights and Traffic Analysis * Pavement Analysis * Stormwater – includes Storm and Storm CCTV * Green Spaces – includes Parks and Trees * Refuse & Recycling * Facilities * Fleet – includes Fleet and Fleet Fueling 	

EXHIBIT "C"
Software Support and Maintenance Provisions

For the various *Lucity* software programs listed in Exhibit "B", Lucity agrees to furnish to the City resources and perform various professional services related to on-going software technical support and maintenance as outlined in this Exhibit "C".

ASM PROGRAM RESOURCES AND SERVICES

On-going software technical support and maintenance resources and services provided through the Lucity Constant Connection Program are summarized in the attached exhibit titled "TECHNICAL SUPPORT AND SERVICES".

ASM PROGRAM FEES

The annual fee for the Constant Connection Program is included in the ELA software licenses detailed in Exhibit "B". No additional fees are required for participation in the Constant Connections program.

ASM PROGRAM RENEWAL

The ASM Program resources and services are automatically renewed annually at no additional cost as part of the ELA subscription.

EXHIBIT "C"
Software Support and Maintenance Provisions

Technical Support and Services 

Technical Support and Software Maintenance Services

Clients Only Web site

Users have 24/7/365 access to our Help Desk support resources through the "Clients Only" section of our website (www.lucity.com). In addition to serving as a portal by which clients can submit requests and track their resolution status, the Clients Only site provides a knowledge base, software downloads, discussion boards, FAQs, user group information and more.

Toll-free Telephone Support

Lucity support staff is available to respond to inquiries Monday through Friday (i.e., business days) from 7:00 a.m. to 7:00 p.m., Central Standard Time.

Web Support Technology

We are able to provide the highest level of software support via the Web. This technology enables us to "see" your computer, allowing us to troubleshoot the problem in your environment and easily deliver a solution. In addition, this technology provides additional training capabilities for new users, staff refresher courses, etc.

User Conferences

Subscribers to our Annual Support & Maintenance (ASM) Program receive discounted fees to our Annual Conference & Training (ACT) event. The ACT provides you with an ideal place to complete training courses, network with co-users, work with our staff and explore additional resources we may have to offer.

Software Patches

We continually refine our applications - from problem resolution to minor enhancements, we always strive to strengthen the software. As an ASM subscriber, you will be provided with these patches for the supported program(s) as they become available.

Software Upgrades / New Releases

We are constantly improving all of our products. We incorporate new functionality and new tools to help you get the most out of the software. This Program provides you with upgrades (new releases) of the support program(s) as they become available.

Documentation and Self-Help

Electronic Help Manuals

Users can access a database of help through the Electronic Help Manuals within Lucity applications. These how-to guides give users an overview of applications, modules, functions and features. Users can search for information by table of contents, index or search.

Release Notes

With every new software release, Lucity provides a list of new additions. Release notes explain how the software has changed, including added functions and features or corrected software issues.

Lucity, Inc. 800.492.2468 www.lucity.com

EXHIBIT "D"
Schedule of Services

IMPLEMENTATION

Following is an outline of the Implementation Plan

PROJECT INITIATION

Software Installation

We recommend the City's Information Technology staff download and install the *Lucity* software (into a Test Environment on a server supplied by the City's Information Technology Department) prior to the Configuration Workshop. *Lucity* will provide remote assistance for the installation effort.

Documentation (in electronic formats allowing reproduction) that will be provided as Installation deliverables includes

- Version Release Notes, Installation Quick Guides and Upgrade Checklists
- Data dictionaries with descriptions of table/field attributes and relationship diagrams

PREPARE SOLUTION

Lucity will facilitate an on-site, interactive Maintenance Process Workshop with the implementation team to develop information for configuring the CMMS. This information includes

- Customer service and maintenance management parameters
 - Service request and work order categories (i.e., Water, Wastewater) and sub-categories (i.e., Distribution, Collection, Treatment, etc.)
 - Service request problems (i.e., low pressure, sewer odor, etc.)
 - Work order tasks (i.e., exercise valve, flush sewer, etc.) and whether each task is preventive or reactive
 - Work checklists (i.e., step-by-step procedures) for each work order task
 - Work order resources - employee and labor classifications in each category, inventory (material) types and major equipment types (i.e., vehicles, backhoe, etc.)
 - Resources (i.e., employees/crews, material and equipment) and time period to be used as defaults for each work order task
 - Hierarchy (status/priority) of service request problems and work order tasks
- Organizational, operational and technological aspects of the City's Bureau of Water and Bureau of Wastewater
 - Business drivers
 - Best Management Practices (BMPs)
 - Workflows
 - Key Performance Indicators (KPIs)

The Workshop will include a demonstration by *Lucity* of service request and work order forms and reports, and GIS activities that are used in the service request / work order process.

We expect the Maintenance Process Workshop to identify

- Configuration settings (screens, menus, user-defined fields, etc.) to be defined
- Business rules to be enforced

EXHIBIT "D"
Schedule of Services

- Workflows to be modeled
- Custom reports (if any) to be developed

CONFIGURATION

CMMS

Lucity will work closely with the System Administrator to define CMMS parameters critical for

- Ensuring day-to-day ease of data input and access
- Capturing all necessary information with appropriate resolutions
- Generating meaningful daily, monthly, quarterly and annual reports
- Properly controlling user activities for the various levels of end-users

All aspects of the CMMS configuration will be accomplished using inherent *Lucity* applications, with no custom programming required. The *Work Administrator* "Work Flow Setup" module will be used to

- Establish the City's preferred hierarchy of categories to which unique codes are defined for specific service request problems and causes, work order tasks and resources (employees and crews, equipment, materials and contractors)
- Set up problem- and task-specific notification and routing processes and knowledge base information
- Assign work task defaults (priority, Section, supervisor, crew, etc.)
- Manage resource information (availability, unit costs, time data entry, etc.)

The *Lucity UI Administrator* application will be used to

- Design various user forms for capture of service request and work order information via the *Request Manager™* and *Work Order Manager™* products
- Design the content for real-time displays of system information (filtered data sets, reports, KPIs, etc.) made available to individual users via the *Lucity Dashboard Web* application
- Configure *Lucity Web Citizen™* for use by citizens to submit service requests via the Internet

The inherent *Lucity Security Program* will be used to

- Identify system users, and assigns users to groups/roles that share common needs
- Set system access privileges and rights for groups/roles and individual users

GIS

Using the "Geodatabase Synchronization Setup" application provided with *GIS Manager™*, Lucity will configure the CMMS to link directly to the City's water and wastewater asset feature classes. This configuration allows for attribute field mapping from the feature classes to the associated *Lucity* asset tables. The City can determine which GIS attributes to share with the CMMS, and which to maintain solely in the GIS.

Once synchronization tables are configured, data from the City's GIS (attribute and spatial information for assets, and (if available) street names, customer addresses, and customer contact information) will be incorporated into the CMMS using the *GIS Data Loader* application

EXHIBIT “D”
Schedule of Services

provided with *GIS Manager*. Lucity will then work together with the City to configure map-related query and display functions to be supported by the CMMS, and refine the integration as needed.

Synchronization of GIS and CMMS data is made when add/edit processes are saved (in either the GIS or the CMMS). Upon saving a GIS edit session, the synchronization automatically (with no user intervention required) updates the CMMS with edited data. Upon saving edits in the CMMS, updates are automatically “pushed” to the GIS.

In conjunction with completion of the GIS integration effort, the System Administrator (or an assigned “GIS Administrator”) will be trained by Lucity in use of these *Lucity* applications. With this transfer of knowledge, the Administrator should be reasonably self-sufficient to perform future GIS “data loads” and configuration modifications as needed.

DATA MIGRATION

Valid and appropriate data currently available that will be migrated from existing sources to the System include an Access formatted database currently storing asset and work order data related to the operation of the treatment facilities.

The City will be responsible for providing Lucity source data, and reviewing and accepting migrated data. Lucity will be responsible for developing field mapping between source and target tables and converting and migrating data into the System. This includes asset inventory data, historical work order data, material management (parts), and other related data.

INTEREFACE

Esri ArcGIS

The System/GIS integration is provided with the Lucity GIS Desktop and GIS Web solutions. We will configure this integration as described below.

With the Lucity GIS Desktop solution,

- The Geodatabase Configuration application (extension in ArcCatalog) is used to configure the System to link directly to the asset feature classes currently managed within the City’s GIS
 - This configuration allows attribute field mapping from the feature classes to the associated Lucity asset tables. The City can determine which GIS attributes to share with the System, and which to maintain solely in the GIS.
- The Force Synchronization application (extension in ArcMap) is used to incorporate GIS data (attribute and spatial information for assets, street names, etc.) into the System
 - Synchronization of GIS and System data is made when add/edit processes are saved (in either the GIS or the System). Upon saving a GIS edit session, the synchronization automatically (with no user intervention required) updates the System with edited data. Upon saving edits in the System, updates are automatically “pushed” to the GIS.
- Valid and appropriate data from the GIS is “loaded” into the System, map-related query and display functions to be supported by the System are configured, and the integration is refined as needed

With the Lucity GIS Web solution,

EXHIBIT “D”
Schedule of Services

- ArcServer services (map, geometry and geocode) published using standard Esri tools (primarily ArcMap) are consumed to display a Web-based map for System users. The MetaData Server Object extension is enabled on certain map services to allow the System to query field and table name information. Once the map services are created and configured, the City can author maps in the UI Administrator application by selecting one or more of these published services.
- The System can push edits to the geodatabase. This functionality requires a map service to be authored containing the feature classes to be updated. The Geodatabase Update service object extension must be enabled for this map service. The City can use the UI Administrator application to configure the URL to the map service that handles updates to the geodatabase, and configure settings to handle situations when the map service cannot be reached or the update fails.

HTE

The City desires an interface to the HTE management system. At this time it's unclear exactly how the interface will work but water meter service orders initiating in HTE will be sent to Lucity. Lucity has developed a similar interface for an existing client and based on that scope, a similar level of effort has been estimated. It's anticipated that Lucity will not be responsible for writing directly to the HTE. Assuming the City is using HTE's AS400 application, a middleware interface will be required. It's assumed that this effort will be the responsibility of the City. And Lucity will be responsible for updating the middleware (or staging database) with the required information. If after discussion with the City it's determined that a more comprehensive interface is required, a new scope would be developed and priced accordingly.

TRAINING

Following is an outline of the training that is an integral component of the proposed Implementation Plan for Phase I described above, which focuses on the water and wastewater aspects of the CMMS. End-user training for subsequent Phases would be essentially the same as Phase I, with focus on the other aspects of the CMMS.

System Administration

Training of the System Administrator will be completed by Lucity as part of other Implementation Plan tasks as outlined below.

- *Project Initiation – Database and Software Installation*
 - Hands-on knowledge transfer through System Administrator’s assistance with installation procedures
 - Review of documentation provided as Installation deliverables
 - Review of technical support and software maintenance services and resources available through Lucity Annual Support & Maintenance (ASM) Program
 - Review of CMMS upgrade procedures
- *Configuration: Use of inherent Lucity applications and features (described in Section 6) including*
 - *GBA Work Master® “Work Flow Setup” module*
 - *Lucity UI Administrator*
 - *Lucity Security Program*

EXHIBIT “D”
Schedule of Services

- *GIS Manager™* “Geodatabase Synchronization Setup” and *GIS Data Loader* applications

The objective of the System Administration training is for the System Administrator to be reasonably self-sufficient in utilizing ASM Program resources and services, applying future upgrades, and making future CMMS configuration modifications without the need of direct involvement of Lucity.

End-User

For end-users we feel the most effective training will occur by segregating City staff into specific “User Groups” with common needs regarding CMMS access and functionality, and tailoring the end-user training sessions to meet the specific needs shared by each of the various User Groups. Depending on their placement into User Groups, an individual end-user may participate in one or several sessions. We recommend no more than ten (10) end-users per training session.

An outline of training Lucity typically provides to end-users follows. Training deliverables will include a specific Training Plan (with definition of User Groups, and outlines of Workshop/session agendas) for the City given its unique CMMS configuration, integrated GIS and mobile configuration. All training will be performed on-site by Lucity using the CMMS Test Environment.

- General functions and features of the CMMS with emphasis on
 - Using dashboards
 - Entering data for service requests and work orders
 - Querying the CMMS using the *Lucity* “Filter” feature to produce select data sets
 - Generating reports from the on-line libraries of pre-defined report templates
 - Generating ad-hoc reports from data sets using the “Browse” feature
 - Using Browse to export data sets to GIS and other applications
 - Linking externally managed electronic files (images, documents, video, engineering and design drawings, facility maps, field sketches, etc.)
 - Utilizing the on-line Help system, training guides and tutorial videos
- More advanced features and functions with emphasis on
 - Facilitating internal notifications and external communication of CMMS information
 - Scheduling preventive maintenance activities
 - Performing inspections and testing to quantify asset conditions and performance
 - Using GIS for displaying problem/work locations, routing work crews, locating assets and displaying condition assessment results
 - Managing parts and materials inventory
 - Managing import of data from external systems
 - Managing flow of data to/from the field using mobile
 - Preparing and monitoring annual work plans and budgets
 - Managing projects

EXHIBIT "D"
Schedule of Services

Go-Live

At the completion of the Training task, Lucity will assist the System Administrator in moving the final configured CMMS from the Test Environment to the Production Environment (i.e., "Go-Live"). The Test Environment will be continued to be used to test future upgrades prior to them being applied to the Production Environment.

Task	Effort				Cost		
	On-site		Remote		Labor ¹	Expenses ²	Total
	Trips	Days	Hours	Lump Sum			
Installation ³					\$0.00	\$0.00	\$0.00
Configuration	1	3	40		\$8,500.00	\$1,200.00	\$9,700.00
Data Migration ⁴			40		\$4,000.00	\$0.00	\$4,000.00
Integration ⁵			80		\$8,000.00	\$0.00	\$8,000.00
Training	3	9	40		\$17,500.00	\$3,600.00	\$21,100.00
Project Management ⁶				\$5,700.00	\$5,700.00	\$0.00	\$5,700.00
TOTALS	4	12	200	\$5,700.00	\$43,700.00	\$4,800.00	\$48,500.00
Notes							
¹ Standard rates for Labor are \$1,500 per person per on-site day, and \$100.00 per person per remote hour.							
² Estimates for Expenses are \$450.00 per person per on-site trip, and \$250.00 per person per on-site day.							
³ Installation assistance services are provided at no additional cost.							
⁴ Data Migration effort is related to import of current Access database.							
⁵ Integration effort is related to configuration of Esri ArcGIS integration and GIS data loading as well as HTE integration.							
⁶ Lump sum amount for Project Management is fifteen percent (15%) of total Labor cost for other tasks.							

EXHIBIT "E"
Schedule of Costs and Invoicing

The following table summarizes costs and invoicing for the software licenses and services to be provided by Lucity to the City for the Project.

Item	Total	Invoicing
Enterprise License Fees (reference Exhibit "B")	\$13,000.00	Fifty percent (50%) will be invoiced upon Contract execution
	\$13,000.00	Fifty percent (50%) will be invoiced upon software delivery by Lucity
Services Costs (reference Exhibit "D")	\$48,500.00	Billed monthly on a percent complete basis
TOTAL – Project Costs		\$74,500.00

Additional Services Price List

Training (amounts do not include project management fees)

Option 1 Onsite \$1,500 per day plus directs (travel expenses)

* Each application may require different amounts of days of training. Lucity will work with each client to determine specific amount of sessions needed.

Option 2 Web \$400 per each 2 hour session

* Each application requires a different amount of web sessions. Lucity will work with each client to determine specific amount of sessions needed.

Option 3 Kansas City Corporate Office training \$1,000 per day

* Client would make own travel arrangements to the Lucity Corporate office for training

Implementation Services (amounts do not include project management fees)

Remote Services \$100 per hour

Custom Report Writing \$75 per hour

Custom Programming \$125-\$150 per hour

Project Management

Administration fee – 15% of total cost of services

* Project Management is a percentage of training and services costs to cover administration fees associated with project management and will fluctuate with changes in the services contracted for.

Note: All prices are in US Dollars and sales tax is not included.

CONTRACTOR'S CERTIFICATION

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

I, _____, hereby certify that I am the _____ of
(Name of Owner or Officer) *(Title or Office)*
_____, and as such, hereby represent and warrant to the City
(Name of Contractor)
of Elmhurst, a municipal corporation, that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

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

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

- (A) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* (ADrug-Free Workplace Act@), will provide a drug-free workplace by:
 - (1) Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - b. Specifying the actions that will be taken against employees for violations of such prohibition;
 - c. Notifying the employee that, as a condition of employment on such Contract, the employee will:
 - i. Abide by the terms of the statement;
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

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

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

- (D) no officer or employee of the City has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code; and
- (E) the Contractor has not given to any officer or employee of the City any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code.
- (F) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.
- (G) the Contractor acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this agreement are considered a public record of the City; and therefore, within thirty (30) days of completion of the work required of the Contractor under this agreement, the Contractor shall produce to the City, in electronic format, all records that directly relate to the governmental function performed by the Contractor under this agreement at no additional cost to the City; and furthermore, the Contractor shall review its records and promptly produce to the City any additional records in the Contractor's possession which the City requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Contractor shall produce to the City such records within three (3) business days of a request for such records from the City at no additional cost to the City.

Notwithstanding anything to the contrary which may be contained in this Agreement payment shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*)

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

Dated: _____, 2013

Contractor:

By:

_____, _____
(Print Name of Owner or Officer) (Title or Office)

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ known to me to be the _____ of
(Name of Owner or Officer) *(Title or Office)*
_____, appeared before me this day in person and, being
(Name of Contractor)
first duly sworn on oath, acknowledged that he executed the foregoing certification as his/her free act and deed.

Dated: _____, 2013

Notary Public

COUNCIL ACTION SUMMARY

SUBJECT: Resolution Authorizing the Execution of a Software License and Professional Services Agreement by and between Lucity, Inc. and the City of Elmhurst

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the Public Works and Buildings Committee, and based upon the qualifications and quotation submitted by Lucity, Inc., the City Attorney drafted a resolution authorizing the execution of a Software License and Professional Services Agreement with Lucity, Inc. for the purchase of a Computerized Maintenance Management Software System.

O-11-2013

**AN ORDINANCE APPROVING THE TWENTY-SEVENTH 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-Seventh Amendment to the Contract ("Twenty-Seventh Amendment"), extending the contingency Investigation Period, to and until April 3, 2013, all as set forth in the Twenty-Seventh 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-Seventh 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-Seventh 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-Seventh 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-Seventh 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 Village 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-Seventh 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 February, 2013, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of February, 2013.

Scott M. Levin, Acting Mayor of the
City of Elmhurst,
DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this ____ day of February, 2013.

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

EXHIBIT A

TWENTY-SEVENTH AMENDMENT

TWENTY-SEVENTH AMENDMENT TO REAL ESTATE PURCHASE CONTRACT

THIS TWENTY-SEVENTH AMENDMENT TO REAL ESTATE PURCHASE CONTRACT (this "Amendment") is dated as of February _____, 2013, 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, as further amended by that Twentieth Amendment to Real Estate Purchase Contract dated January 27, 2012, as further amended by that Twenty-First Amendment to Real Estate Purchase Contract dated May 25, 2012, as further amended by that Twenty-Second Amendment to Real Estate Purchase Contract dated July 16, 2012, as further amended by that Twenty-Third Amendment to Real Estate Purchase Contract dated August 21, 2012, as further amended by that Twenty-Fourth Amendment to Real Estate Purchase Contract dated September 5, 2012, as further amended by that Twenty-Fifth Amendment to Real Estate Purchase Contract dated October 26, 2012, and as further amended by that Twenty-Sixth Amendment to Real Estate Purchase Contract dated December 4, 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 February 4, 2013.

3. Investigation Period. Section 5 of the Contract is hereby amended to provide that the Investigation Period shall be extended from 3:00 p.m. (CST) on February 6, 2013 to 3:00 p.m. on April 3, 2013.

4. Environmental Condition. Section 6 of the Contract is hereby amended to include the following provision:

- d. Notwithstanding any provision of Section 6 under the contract to the contrary, Seller represents and warrants to Purchaser that, with respect to the LUST Incident, Seller has obtained the IEPA Approval, performed the required remediation pursuant to the IEPA Approval and has submitted a request to the IEPA for a No Further Remediation (“NFR”) letter for the Property.

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

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

PURCHASER:

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-Seventh Amendment to the Contract for the Purchase of 260 North York Street, Elmhurst, Illinois ("Pauli"), extending the contingency Investigation Period to no later than April 3, 2013

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 February 6, 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-Seventh Amendment to the Contract, extending the contingency Investigation Period to April 3, 2013.