



Monday, May 6, 2013
Regular Meeting of the Elmhurst City Council

City Hall
209 N. York St.
Elmhurst, IL 60126
Council Chambers
7:30 p.m.

1. Executive Session: 7:00 p.m. (Conf. Rm #2)

A. Purchase or Lease of Real Property for the Use of the City of Elmhurst

2. Call to Order

A. Pledge of Allegiance

B. Inauguration of Newly Elected and Re-elected Officials - Scott M. Levin Presiding

C. Roll Call

3. April 18th Storm Update & Flood Mitigation Update

4. Receipt of Written Communication from the Public

5. Public Forum

6. Announcements

7. Consent Agenda

A. Minutes of the Regular Meeting of the Elmhurst City Council on April 15, 2013

B. Minutes of the Executive Session of the City Council on April 15, 2013

C. Accounts Payable April 30, 2013 Total \$1,814,489.44

D. Reappointment and Appointment of Deputy City Clerks - Van De Walle & Cyprian (City Clerk Spencer)

E. Bid Results, 2013 Sanitary Sewer CIPP Lining (City Clerk Spencer)

F. Bid Results, Fire Hydrant Materials Project #13-22 (City Clerk Spencer)

G. Bid Results, Ford Explorers (City Clerk Spencer)

H. Report - Case Number 13P-02/Chick-fil-A Conditional Use and Associated Variances (DP&Z)

I. O-25-2013 - An Ordinance Authorizing the Purchase of One Replacement Vehicle for the City of Elmhurst Public Works Department, Utility Division and Authorizing the Disposal of One Ford F250 Truck

J. O-26-2013 - An Ordinance Approving and Authorizing the Execution of a Non-Exclusive License Agreement By and Between Elmhurst Jaycees, Inc. and the City of Elmhurst, DuPage and Cook Counties, Illinois for the 2013 Jaycess Carnival

**Copies To All
Elected Officials**
05/02/2013

K. O-27-2013 - An Ordinance Approving and Authorizing the Execution of a Non-Exclusive License Agreement By and Between Pathway Community Church and the City of Elmhurst, DuPage and Cook Counties, Illinois for the One Gathering

L. MCO-05-2013 - An Ordinance Amending Section 44.92 Entitled, "Stop Intersections Enumerated," of Article VI Entitled, "Special Stops," of Chapter 44 Entitled "Motor Vehicles and Traffic" of the Municipal Code of Ordinances of the City of Elmhurst, Illinois (Emroy/Lake Street Frontage)

M. ZO-03-2013 - An Ordinance Granting a Variation from the Rear Yard Setback Requirements at the Property Commonly Known as 310 South Prospect Avenue, Elmhurst, Illinois (PIN 06-02-403-045)

N. ZO-04-2013 - An Ordinance Granting a Variation from the Front Yard Setback Requirements at the Property Commonly Known as 141 North Larch Avenue, Elmhurst, Illinois (PIN 06-02-220-003)

O. R-19-2013 - A Resolution Authorizing the Issuance of a Notice of Award for the 2013 Contract Paving Program for the City of Elmhurst, Illinois

P. R-20-2013 - A Resolution Approving and Adopting an Assigned Vehicle Use Policy for the City of Elmhurst

Q. R-21-2013 - A Resolution to Identify Legal Signatories and Depositories for the City of Elmhurst

R. R-22-2013 - A Resolution Approving and Authorizing the Execution of an Engineering Services Agreement Between the City of Elmhurst and Robinson Engineering, Ltd. for the Effluent Sampling Station Project

S. R-23-2013 - A Resolution Authorizing the Purchase of Parkway Trees for Planting Within the City of Elmhurst

T. R-24-2013 - A Resolution Approving and Authorizing the Planting of Parkway Trees for the 2013 Tree Purchase & Planting Program in the City of Elmhurst, Illinois

8. Ordinances

A. O-28-2013 - An Ordinance Approving the Twenty-Ninth Amendment to Real Estate Purchase Contract for the Purchase of the Real Property Commonly Known as 260 North York Street, Elmhurst, Illinois ("Pauli") (Due Diligence Extension)

B. O-29-2013 - An Ordinance Approving the Twenty-Ninth Amendment to Real Estate Purchase Contract for the Purchase of the Real Property Commonly Known as 260 North York Street, Elmhurst, Illinois ("Pauli") (Contract Amendment)

9. Reports and Recommendations of Appointed and Elected Officials

A. Mayor Morley

B. City Manager Grabowski

10. Other Business

11. Adjournment

PLEASE NOTE:

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

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF THE ELMHURST, ILLINOIS
HELD ON MONDAY, APRIL 15, 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 MONDAY, APRIL 15, 2013
209 NORTH YORK STREET
ELMHURST, ILLINOIS**

EXECUTIVE SESSION 7:00 P.M. – PENDING LITIGATION FILED AGAINST THE CITY OF ELMHURST, PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE CITY OF ELMHURST, AND APPOINTMENT, EMPLOYMENT OR COMPENSATION OF A CITY OFFICER OR EMPLOYEE

1. Executive session was called to order at 7:00 p.m. by Acting Mayor Levin for the purpose of discussing Pending Litigation Filed Against the City of Elmhurst, Purchase or Lease of Real Property for the Use of the City of Elmhurst, and Appointment, Employment or Compensation of a City Officer or Employee.

Present: Paula Pezza, Diane Gutenkauf, Norman Leader, Bob Dunn, Michael J. Bram, Dannee Polomsky, Kevin L. York, Steve Hipskind, Chris Healy, Scott Levin, Jim Kennedy (arrived at 7:01 p.m.), Steve Morley, Patrick Wagner, Mark A. Mulliner

Absent: None

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

Alderman Hipskind moved to convene into executive session for the purpose of discussing Pending Litigation Filed Against the City of Elmhurst, Purchase or Lease of Real Property for the Use of the City of Elmhurst, and Appointment, Employment or Compensation of a City Officer or Employee. Alderman Wagner seconded.

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

Nays: None

14 ayes, 0 nays, 0 absent
Motion duly carried

CALL TO ORDER/ PLEDGE OF ALLEGIANCE/ROLL CALL

Attendance: 60

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

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

Absent: None

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

Acting Mayor Levin requested a moment of silence in respect of the passing of the father of City Treasurer David Dyer and the father of Community Leader Dr. John Jevitz.

PROCLAMATION – AUTISM AWARENESS MONTH

3. Acting Mayor Levin invited DuPage County Board Member - District 2 and advocate for Autism, Pete DiCianni to the podium to receive a proclamation declaring the month of April, 2013 as Autism Awareness Month. DuPage County Board Member DiCianni stated there are approximately 3,500 children with Autism in DuPage County; approximately 200 in Elmhurst. He encouraged parents to get involved, stating it's a treatable condition.

RECEIPT OF WRITTEN COMMUNICATIONS AND PETITIONS FROM THE PUBLIC

4. None.

PUBLIC FORUM

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

Spoke on several items: water and sewer increases, asked the Council not to invoke Eminent Domain on the Pauli Property, and wished Alderman Pezza the best of luck.

David Pezza
275 Cottage Hill
Elmhurst, IL 60126

Spoke regarding the Open Meetings Act violation and thanked Alderman Pezza for action taken and also thanked her for her accomplishments as Alderman of the 1st Ward for the past four years.

Mattie Pezza
275 Cottage Hill
Elmhurst, IL 60126

Spoke regarding her mother's dedication to the City as 1st Ward Alderman.

David Pezza, Jr.
275 Cottage Hill
Elmhurst, IL 60126

Spoke regarding his mother's dedication to the City as 1st Ward Alderman.

ANNOUNCEMENTS

6. Alderman York announced an Elected Officials Bike Ride sponsored by the Elmhurst Bicycle Task Force will be held on Saturday, May 11, 2013 at 2 p.m. It will be a 10 mile ride around Elmhurst. He stated U.S. Congressmen Mike Quigley and Tammy Duckworth will participate and invitations will be sent to the Council.

City Clerk Spencer announced the following:

- 1) 1,050 ballots were cast during early voting March 25 through April 5.
- 2) A Recycling Extravaganza at Elmhurst College on Saturday, April 20th that includes electronics, books, clothing, bikes, and more at the Alexander Street parking lot from 9:00 a.m. to noon.
- 3) Prescription Take Back Day will be held on April 27, 2013 at the Elmhurst Police Station parking lot from 1:00 a.m. until noon.
- 4) Senior Chore Days sponsored by the City and DuPage Senior Citizens Council will be held on the first three weekends in May. Interested seniors or potential volunteers may contact DuPage Senior Citizens Council at 630-620-0804.

CONSENT AGENDA

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

- a. MINUTES OF THE REGULAR MEETING HELD ON MONDAY, APRIL 1, 2013 (City Clerk Spencer):
Approve as published

- b. MINUTES OF THE EXECUTIVE MEETING HELD ON MONDAY, APRIL 1, 2013 (City Clerk Spencer):
Approve as published
- c. ACCOUNTS PAYABLE – APRIL 15, 2013 TOTAL \$ 1,029,205.35
- d. BID RESULTS, 2013 CONTRACT PAVING PROGRAM (City Clerk Spencer): Refer to the Public Works & Buildings Committee (see item 7j)

April 10, 2013

To: Acting Mayor Levin and Members of the City Council
Re: Bid Results, 2013 Contract Paving Program

In response to an invitation to bid for the 2013 Contract Paving Project No. 13-02, the City of Elmhurst advertised in the Elmhurst Independent on Thursday, March 14, 2013. Bids were received from six contractors. All bid packages were complete.

Bids were opened at 10:00 a.m. on Tuesday, April 2, 2013 by the City Clerk. The following is a summary of the bids received:

<u>Contractor</u>	<u>Total Price</u>
Brothers Asphalt Paving, Inc. Addison, IL	\$2,338,098.73
Arrow Road Construction Mt. Prospect, IL	\$2,393,858.00
Plote Construction Co. Hoffman Estates, IL	\$2,631,990.37
K-Five Construction Lemont, IL	\$2,649,000.27
R.W. Dunteman Co. Addison, IL	\$2,724,144.24
G&M Cement Construction Addison, IL	\$2,770,626.29

Respectfully submitted,
/s/ Patty Spencer
City Clerk

- e. SUSTAINABILITY GOALS – ALDERMAN POLOMSKY (City Manager Grabowski): Refer to the Development, Planning & Zoning Committee

April 5, 2013

To: Acting Mayor Levin and Members of the City Council
Re: Sustainability Goals – Alderman Polomsky

It is respectfully requested that the attached request from Alderman Polomsky for the City to set and commit to new goals in line with the 2015 Illinois Cool Cities Local Sustainability Protection Agreement, be referred to the Development, Planning & Zoning Committee for review and recommendation back to the City Council.

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

- f. THE CHURCHVILLE CHARGE SPECIAL EVENT (City Manager Grabowski): Refer to the Public Affairs & Safety Committee

April 10, 2013

To: Acting Mayor Levin and Members of the City Council
Re: The Churchville Charge Special Event

It is respectfully requested that the attached request from the Churchville Middle School PTA to utilize City owned property as part of their An Amazing Race for an Amazing School special event, be referred to the Public Affairs & Safety Committee for review and recommendation back to the City Council.

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

- g. REPORT – ONE (1) FORD F250 WITH SERVICE BODY The following report of the Public Works and Buildings Committee was presented for passage:

April 8, 2013

To: Acting Mayor Levin and Members of the City Council
Re: One (1) Ford F250 with Service Body

The Public Works and Buildings Committee met on Monday, April 8, 2013, to discuss the purchase of One (1) Ford F250 with Service Body. The existing vehicle is model year 2000 with 85,589 miles. This vehicle replaces Utility Division's PW-54 which is used for sanitary sewer operations. The existing vehicle has a rusted body compartment and service body doors. In accordance with the City of Elmhurst's Sustainability Policy direction to reduce carbon dioxide emissions the existing vehicle will be replaced with an E-85 rated vehicle.

The City of Elmhurst participates in the Suburban Purchasing Cooperative, a cooperative of 135 municipalities in the six county areas of Northern Illinois. The Governing Board of Suburban Purchasing Cooperative provides a Joint Purchasing Program for Local Government Agencies and has awarded a competitively bid, joint purchase contract to Currie Motors of Frankfort, IL, for the supply of Ford F250 Trucks. The total cost for the Ford F250 4X2 with Service Body less trade-in is \$41,828.00

Funds for this purchase have been provided in the FY 2012/2013 Budget in the following account:

Vehicle (Division)	Bid Amount with Trade	Account Number	Budget Amount
PW-54 (Utility Div.)	\$41,828.00	510-6056-502-8006	\$42,000.00

The total purchase price for the 2013 Ford F250 with Service Body is \$41,828.00. The price reflects a trade-in allowance for old PW-54 of \$2,500.00. Delivery is 12 weeks after receipt of order.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the bid submitted by Currie Motors of Forest Park, IL, in the amount of \$41,828.00 for the supply of one (1) 2013 Ford F250 with Service Body and trade in of old PW-54 be accepted and that the City Attorney prepare the appropriate resolution.

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

- h. REPORT – 2013 TREE PURCHASE & PLANTING PROGRAM The following report of the Public Works and Buildings Committee was presented for passage:

April 8, 2013

To: Acting Mayor Levin and Members of the City Council
Re: 2013 Tree Purchase & Planting Program

The Public Works and Building Committee met on Monday, April 8, 2013, to discuss the purchase and installation of tree stock through the Suburban Tree Consortium for the City's 2013 Tree Purchase & Planting Program. This includes regular tree replacements and new tree plantings.

Elmhurst joined the Suburban Tree Consortium in 1986 and is currently one of 38 participating members. The major purpose of the Consortium is to pool resources from several communities in an effort to obtain lower prices, a more dependable supply, and a higher quality of trees than would be available to any single municipality or agency. The City has purchased trees through the Consortium previously and has been satisfied with the product and the competitiveness of the cost. Currently, Beaver Creek Nursery, Hinsdale Nursery, Beeson's Nursery, Possibility Place Nursery, and Wilson Nursery are contracted to supply trees and Pugsley & LaHaie provide planting services. These contracts have fixed annual prices, which are renewed upon mutual consent of the members and contractors and are administered by the West Central Municipal Conference (WCMC). Collectively, the members purchase approximately 6,000 trees per year.

A purchase summary is attached specifying tree species, numbers required, costs and the supplying nursery.

Due to continuing determinations by the Illinois Department of Labor, tree planting is now considered to be governed by Prevailing Wage Legislation. There are 576 trees scheduled to be purchased at a cost of \$92,224.50. The cost for contractor services to plant the trees is \$97,920.00.

Funds have been allocated in the 2013 budget, General Fund for the purchase of these trees in account number 110-6043-434-40-61 in the amount of \$100,000.00, and for planting in account number 110-6043-434-30-77 in the amount of \$100,000.00, pending Council approval of the 2013 Budget.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the purchase of trees through the Suburban Tree Consortium as outlined above be approved.

Respectfully submitted,
Public Works and Building Committee

/s/ Jim Kennedy

Chairman

/s/ Bob Dunn

Vice-Chairman

/s/ Chris Healy

/s/ Diane Gutenkauf

- i. REPORT – EFFLUENT SAMPLING STATION ENGINEERING SERVICES AGREEMENT The following report of the Public Works and Buildings Committee was presented for passage:

April 8, 2013

To: Acting Mayor Levin and Members of the City Council
RE: Effluent Sampling Station Engineering Services Agreement

The Public Works and Buildings Committee met on Monday, April 8, 2013 to discuss the design and bidding services required for the Effluent Sampling Station Project at the City of Elmhurst's Water Reclamation Facility at 625 S. Route 83, Elmhurst, IL.

The City of Elmhurst requested qualifications from professional engineering consultants for the design of the replacement of the Effluent Sampling Station at the Wastewater Treatment Plant. Five (5) engineering consultants responded to the Request for Qualifications (RFQ). Three firms were interviewed. Robinson Engineering Ltd. was selected as the most qualified engineering consultant for this project.

The purpose of the Effluent Sampling Station is to collect samples from daily discharge and during periods of excess flow from the fully treated effluent. The samples will be refrigerated and chlorine residual analyzed. Sampler pumps and samplers installed in the same structure near the outfall permit easier maintenance of the equipment. Short sample lines will reduce contamination potential that could affect the quality of samples collected.

The existing effluent sampling station, sampler pumps and automatic samplers were installed in 1990 and are requiring more frequent repairs and are nearing the end of their service life. The sampler pump discharge lines are over 200 feet long and require regular flushing to remove algae from the lines. This project will replace the existing sampler pumps and automatic sampling equipment with new submersible pumps and samplers.

The Effluent Sampling Station is proposed to be constructed to the north of Chlorine Contact Tank #1 and to the east of Chlorine Contact Tank #3. The structure will be designed to have an appearance similar in style to the other buildings in the area. The structure is proposed to be a prefabricated floorless structure affixed to a floating concrete slab. The building will be a stand-alone structure, designed to house two refrigerated automatic programmable samplers with a space for a third and pumps to move the fluids to be sampled as needed, space for a single chlorine analyzer will be provided. An HVAC system will be an integral component of the structure as will an electrical panel to serve the various pieces of equipment. A stainless steel sink and support system will also be designed into the Effluent Sampling Station.

Funds have been provided in the amount of \$52,000 for professional engineering services (design and bidding services) of the effluent sampling station in the 2012/13 budget in account number 510-6057-502-80-20.

Therefore it is the recommendation of the Public Works and Buildings Committee that the contract for design and bidding services of the new effluent sampling station building and equipment at the City of Elmhurst's Water Reclamation Facility in the amount of \$52,000 be approved and the City Attorney be authorized to draft a resolution approving a contract with Robinson Engineering, Ltd.

Respectfully submitted,
Public Works and Building Committee

/s/ Jim Kennedy

Chairman

/s/ Bob Dunn

Vice-Chairman

/s/ Chris Healy

/s/ Diane Gutenkauf

- j. REPORT – 2013 CONTRACT PAVING PROGRAM The following report of the Public Works and Buildings Committee was presented for passage:

April 8, 2013

To: Acting Mayor Levin and Members of the City Council

Re: 2013 Contract Paving Program

The Public Works and Buildings Committee met on Monday, April 8, 2013 to review bids for the 2013 Contract Paving Program. The six (6) bids received from area contractors are summarized on Attachment "A".

The bids received will provide for the grinding and bituminous overlay of approximately 9.1 miles of asphalt and concrete streets and removal and replacement of approximately 14,000 lineal feet of curb and gutter. Other work will include parking lot paving, utility structure adjustments, related storm sewer work, paving of driveway approaches, restoration of parkways, and traffic control.

The contract requires that the above work at each construction location shall be completed within 30 days from the date construction commenced at that location. The contractor is also required to maintain access to residential driveways at all times, with the exception of when the curb or a concrete driveway is actually poured or curing.

Brothers Asphalt Paving, Inc. of Addison, IL submitted the lowest responsible bid meeting all of the bidding requirements. Brothers Asphalt Paving's bid is \$2,338,098. Brothers Asphalt Paving has worked for the City in the past, most recently during the 2010 Contract Paving project. All work was done in a satisfactory manner.

The bid includes \$1,498,357.84 to resurface 6.2 miles of asphalt streets. The remaining 2.9 miles of roadway paving includes 1.0 miles of concrete streets, 0.6 miles of unimproved roads, and 1.3 lane miles of streets located within the Central Business District. Staff will coordinate Central Business District work with the City Centre and Chamber of Commerce. Monies for this work have been provided in the 2013 Budget in the following accounts as described below:

<u>ACCOUNT DESCRIPTION</u>	<u>ACCOUNT CODE</u>	<u>BUDGET AMOUNT</u>
2013 Street Resurfacing	110-6041-432-80-15	\$ 1,750,000
Central Business District (TIF)	310-0089-461-80-26	\$ 400,000
Concrete Streets	110-6041-432-80-15	\$ 300,000
Unimproved Roads	110-6041-432-30-08	\$ 60,000
Parking Lot Paving	310-0089-461-80-26	\$ 50,000
Pavement Striping	110-6041-432-30-46	\$ 35,000
Asphalt Patching	110-6041-432-30-02	\$ 70,000
	510-6052-501-30-02	\$ 30,000
	510-6056-502-30-02	\$ 20,000
Total		\$ 2,715,000

It is, therefore, the recommendation of the Public Works and Buildings Committee that the total bid from the lowest responsible bidder, Brothers Asphalt Paving in the amount of \$2,338,098 be accepted, and the City attorney be authorized to prepare a resolution approving a contract with Brothers Asphalt Paving.

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

k. REPORT – DISPOSITION OF STOP SIGN REQUEST EMROY AVENUE AND LAKE STREET FRONTAGE ROAD The following report of the Public Affairs and Safety Committee was presented for passage:

April 8, 2013

To: Acting Mayor Levin and Members of the City Council
Re: Disposition of Stop Sign Request - Emroy Avenue and Lake Street Frontage Road

The Public Affairs & Safety Committee met on April 8, 2013 to discuss the status of the above referenced request for Stop Signs at the intersection of Emroy Avenue and Lake Street Frontage Road.

In response to a neighborhood request, the City's traffic consultant, Brent Coulter of Coulter Transportation Consulting, reviewed the intersection of Emroy Avenue and Lake Street Frontage Road. The request was to add stop signs on Emroy Avenue to create a four-way stop controlled intersection.

Staff concurs with Mr. Coulter's recommendation for four-way stop control at this intersection, citing recent accident history and sight line issues as main concerns. Due to existing physical constraints at the northbound approach, a portion of sidewalk must be relocated to accommodate proper placement of the proposed stop sign. This work will be added to the current 2012 Sidewalk Replacement contract. Mr. Coulter also recommends installation of a flashing beacon above the northbound stop sign to increase visibility to the sign. The City's Electrical Division will install the beacon, and the Streets Division will install the recommended stop signs, "stop ahead" sign, and stop bars following the sidewalk modification. The attached consultant review provides details on the four-way stop analysis and recommended improvements.

It is, therefore, the recommendation of the Public Affairs & Safety Committee that the City Council approves the request for a four-way stop sign at the intersection of Emroy Avenue and Lake Street Frontage Road and authorizes the City Attorney 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

- I. REPORT – CREATION OF LIQUOR LICENSE CLASSIFICATION “GSWC” The following report of the Public Affairs and Safety Committee was presented for passage:

April 8, 2013

To: Acting Mayor Levin and Members of the City Council
Re: Creation of Liquor License Classification “GSWC”

The Public Affairs & Safety Committee met on Monday, March 11, 2013 and again on April 8, 2013 to discuss a request a liquor license request from Mariano's.

It was determined after meeting with representatives from Mariano's that a new liquor license classification would have to be created to accommodate their business plan. The Committee authorized the City Attorney to prepare an ordinance creating a new class “GSWC” liquor license. The ordinance would allow the retail sale of packaged alcoholic liquors for consumption off the premises and the sale of beer, wine, and sake for consumption on the premises as an incidental part of a grocery store that has a minimum gross floor area of 50,000 square feet. Class “GSWC” licenses shall be subject to the following conditions and limitations for the sale of unopened alcohol, in original packages only:

- 1) Not more than ten percent of the gross floor area shall be devoted to the sale of liquor products.
- 2) Alcohol sold in original packages and intended for off-premises consumption shall not be opened or consumed on the premises or in any designated seating/serving area.
- 3) Wine/beer tasting shall be permitted on such premises in accordance with state law.
- 4) Hours for the sale of packaged alcoholic liquor, for consumption off the premises shall be in accordance with section 36.29 of this Chapter.

The sale of beer, wine, and sake only shall be permitted for consumption on the premises subject the following conditions:

- 1) The sale of liquor intended for consumption on the premises shall be limited to individual servings of beer, wine or sake and shall be dispensed in accordance with section 36.26 of this Chapter.
- 2) The sale of beer, wine or sake, for consumption on the premises, shall be served only in a designated seating/serving area, which includes an area where food is prepared and regularly served on the premises. Such food shall include hot or cold sandwiches, appetizers, tapas, sushi, baked goods or other similar foods.
- 3) The consumption of beer, wine and sake on the premises shall be permitted in the designated seating/serving as well as the shopping areas throughout the premises; however the licensee shall mark, with conspicuous signage, the area past which consumption of beer, wine and sake is no longer permitted.
- 4) The designated seating/serving area for customers consuming beer, wine or sake on the premises shall be limited to five percent of the gross floor area.
- 5) It is intended that the service of beer, wine, and sake is merely adjunct to the operation of a grocery store and that the facility shall not be advertised or otherwise held out to be a drinking establishment.
- 6) Hours for the sale of packaged alcoholic liquor, for consumption off the premises shall be in accordance with section 36.29 of this Chapter, but in no case shall the sale of beer, wine, or sake take place outside of the normal business hours of the grocery store.

The annual fee for a Class "GSWC" liquor license for 2013 shall be \$5,250.00; in subsequent years, the fee shall be increased in July of each year by an amount equal to the annual percentage increase in the Consumer Price Index (CPI) for the year immediately preceding.

It is therefore the recommendation of the Public Affairs and Safety Committee that the City Council authorize the City Attorney to prepare the appropriate ordinance to create the liquor license classification "GSWC." The Committee further recommends suspending the rules to consider Ordinance MCO-04-2013 at the April 15, 2013, City Council meeting.

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

- m. REPORT – LIQUOR LICENSE REQUEST: MARIANO’S The following report of the Public Affairs and Safety Committee was presented for passage:

April 8, 2013

To: Acting Mayor Levin and Members of the City Council
Re: Liquor License Request: Mariano’s

The Public Affairs & Safety Committee met on March 11, and again on April 8, 2013 to discuss the liquor license request submitted by Mariano’s. A representative from Mariano’s was present at the March 11th meeting to explain their business plan and answer the Committee’s questions.

Mariano’s concept includes sale of packaged goods, with a focus on wine and craft beer as well as spirits. While it will be an all-encompassing department, the goal is to provide customers an opportunity to purchase exactly what they need to go along with other purchases. There will be a dedicated department, though small displays of beer and wine will exist at other locations throughout the store. They will be limited in scope and designed to pair items that go together. On premises consumption would be limited to beer, wine, and sake. Ready to eat deli items, fresh pizzas baked in custom oven, and grilled to order meat and fish will be available. Many customers

will eat such orders in the café seating area with a glass of wine or beer to complement that experience. Sake would be available at the full service made to order sushi bar. Some customers may choose to have a glass of wine while they shop, though that is not a common occurrence. The final element of the alcohol program is sampling. Wine and beer samples would be available in the store.

The City Attorney drafted a new liquor license classification "GSWC" to include the conditions and limitations outlined herein. A Class GSWC license shall authorize the retail sale of packaged alcoholic liquors for consumption off the premises and the sale of beer, wine and sake for consumption on the premises as an incidental part of a grocery store that has a minimum gross floor area of 50,000 square feet. Class GSWC licenses shall be subject to the following conditions and limitations for the sale of unopened alcohol, in original packages only:

- 1) Not more than ten percent of the gross floor area shall be devoted to the sale of liquor products.
- 2) Alcohol sold in original packages and intended for off-premises consumption shall not be opened or consumed on the premises or in any designated seating/serving area.
- 3) Wine/beer tasting shall be permitted on such premises in accordance with state law.
- 4) Hours for the sale of packaged alcoholic liquor, for consumption off the premises shall be in accordance with section 36.29 of this Chapter.

The sale of beer, wine, and sake only shall be permitted for consumption on the premises subject the following conditions:

- 1) The sale of liquor intended for consumption on the premises shall be limited to individual servings of beer, wine, or sake and shall be dispensed in accordance with section 36.26 of this Chapter.
- 2) The sale of beer, wine, or sake, for consumption on the premises, shall be served only in a designated seating/serving area, which includes an area where food is prepared and regularly served on the premises. Such food shall include hot or cold sandwiches, appetizers, tapas, sushi, baked goods or other similar foods.
- 3) The consumption of beer, wine, and sake on the premises shall be permitted in the designated seating/serving as well as the shopping areas throughout the premises; however the licensee shall mark, with conspicuous signage, the area past which consumption of beer, wine, and sake is no longer permitted.
- 4) The designated seating/serving area for customers consuming beer, wine, or sake on the premises shall be limited to five percent of the gross floor area.
- 5) It is intended that the service of beer, wine, and sake is merely adjunct to the operation of a grocery store and that the facility shall not be advertised or otherwise held out to be a drinking establishment.
- 6) Hours for the sale of packaged alcoholic liquor, for consumption off the premises shall be in accordance with section 36.29 of this Chapter, but in no case shall the sale of beer, wine, or sake take place outside of the normal business hours of the grocery store.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Attorney be authorized to prepare the appropriate ordinance to provide the availability of a Class GSWC liquor license for Mariano's Fresh Market. The Committee further recommends suspending the rules to consider Ordinance MCO-04-2013 at the April 15, 2013, City Council meeting.

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

- n. REPORT – 2013 “ONE” SERVICE REQUEST FOR TEMPORARY USE AND EVENT PERMIT AND USE OF CITY PROPERTY The following report of the Public Affairs and Safety Committee was presented for passage:

April 8, 2013

To: Acting Mayor Levin and Members of the City Council
Re: 2013 “One” Service Request for Temporary Use and Event Permit and Use of City Property

The Public Affairs & Safety Committee met on April 8, 2013 to discuss the request from the pastors of several Evangelical churches in Elmhurst, to gather with their respective church bodies in the Addison Street Parking Lot for the third annual combined morning of worship on August 25, 2013. A representative from the Evangelical Elmhurst Church Community was available to answer the Committee’s questions.

The Elmhurst City Centre downtown site will be used by the Evangelical Elmhurst Church Community for a united service. The event schedule will begin with set-up at 8:00 a.m. and conclude by noon. The “One” Service will begin at 10:00 a.m. and conclude by 11:30 a.m. It will consist primarily of music, prayer and message. The event will be open to the public and attendance is anticipated to be approximately 2,000 members from the involved churches.

The Evangelical Elmhurst Church Community plans to use the Elmhurst Park District bandwagon for this event. They will provide portable toilets for use during the event. They would like to request that Addison Street between Second and First Streets be closed to traffic from 8:00 a.m. to noon and will work with the Elmhurst Fire and Police Departments to ensure the safety of everyone attending.

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 & Safety Committee that the City Council approves the Evangelical Elmhurst Church Community’s request to hold the third annual combined morning worship, 2013 “One” Service, in the Addison Street Parking Lot on Sunday, August 25, 2013 and authorize the City Attorney 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

- o. REPORT – REQUEST FOR 2013 ELMHURST JAYCEES CARNIVAL The following report of the Public Affairs and Safety Committee was presented for passage:

April 8, 2013

To: Acting Mayor Levin and Members of City Council
Re: Request for 2013 Elmhurst Jaycees Carnival

The Public Affairs & Safety Committee met on April 8, 2013 to discuss the request by the Elmhurst Jaycees for approval for a Temporary Use and Events Permit for a 2013 Elmhurst Jaycees Carnival.

The 2013 Elmhurst Jaycees Carnival will take place June 13–16, 2013. Carnival operators will arrive on Sunday, June 9th, with set up starting Tuesday, June 11th. The event schedule is as follows:

Thursday, June 13 th	Carnival will be open 6 p.m. to 10 p.m.
Friday, June 14 th	Carnival will be open 4 p.m. to 10 p.m.
Saturday, June 15 th	Carnival will open 10 a.m. to 12 p.m. – Special Kids Day
	Carnival will be open to public 12 p.m. to 10 p.m.
Sunday, June 16 th	Carnival will open 12 p.m. to close at 6 p.m.

The Carnival will take place on Park Street between Myrtle and Prospect Avenues.

As a safety precaution for pedestrians walking to the Carnival, the Jaycees are responsible to provide crossing guards at the railroad tracks at both Myrtle and Prospect crossings, as well as street corners, from Prospect to York Road to assist in safe travel of pedestrians from the carnival to the location of the City Centre Concert Series. The Jaycees will be working with the Police Department for assistance in acquiring crossing guards from Police Academy graduates and Elmhurst Police Explorers. Ultimately the responsibility for crossing guards is that of the Elmhurst Jaycees.

The Jaycees will provide The City of Elmhurst a written contract with Elmhurst College regarding the utilization of college property for carnival rides, vehicle and trailer storage and parking.

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

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

The Committee felt that this was a beneficial event for the City and that all details will have been approved by the Police, Fire and Public Works Departments prior to the issuance of the permit.

If at any point prior to or during the event the Police Chief, Fire Chief, Public Works or the City Manager/designee feels that there is a reason to stop a ride or the shut down the carnival they have that right.

It is, therefore, the recommendation of the Public Affairs & Safety Committee that the City Council authorize the City Manager to issue the Temporary Use and Events Permit as requested by the Elmhurst Jaycees for the proposed 2013 Elmhurst Jaycees Carnival from Thursday, June 13 to 16, 2013 and authorize the City Attorney to prepare the necessary documents for City Council to approval.

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

p. REPORT – PURCHASE OF SEVENTEEN (17) COLT LAW ENFORCEMENT CARBINE SEMI-AUTO RIFLES

The following report of the Public Affairs and Safety Committee was presented for passage:

April 8, 2013

To: Acting Mayor Levin and Members of the City Council

Re: Purchase of Seventeen (17) Colt Law Enforcement Carbine Semi-Auto Rifles

The Public Affairs & Safety Committee met on Monday, April 8, 2013, to discuss the purchase of seventeen (17) Colt Law Enforcement Carbine Semi-Auto rifles. These rifles will allow the police department to provide a patrol rifle for each marked squad car and training to all full-time sworn police officers.

Many challenges face Law Enforcement today; one of the most concerning and dangerous is the "Active Shooter". These types of incidents are on the rise throughout our country. Police agencies today must be equipped and trained to respond to active shooter incidents in an immediate manner to stop an armed assailant from inflicting greater numbers of casualties. The Elmhurst Police Department adopted rapid deployment tactics several years ago and conducts regular practical training on this topic. Rapid deployment emphasizes patrol officers' quick entry into a situation and engagement of an active shooter. Currently, the Department equips those first responding patrol officers with their service pistol and a squad car mounted shotgun. A select few of the department's patrol officers have been issued and trained in the use of patrol rifles. The limited number of trained officers translates into only 2-3 patrol officers on a typical shift with access to a patrol rifle to effectively respond to an active shooting incident. The first arriving officers most likely would not be equipped with a rifle, thereby leaving those first officers to engage the active shooter with only their handguns and/or shotguns. The Department's response to such an incident could be greatly improved if all the patrol officers were trained in the use of the patrol rifle and squad cars were equipped with a mounted law enforcement patrol rifle. The purchase of the seventeen (17) Colt Law Enforcement rifles would allow the Elmhurst Police Department to equip each marked squad car with a patrol rifle and train all full-time officers in the use of the patrol rifle.

The police department's current patrol rifles (AR 15 rifles) are on loan to the police department by the federal government for patrol duty. The Law Enforcement Support Office (LESO) program assisted the Elmhurst Police Department in the initial implementation of our limited patrol rifle program in 2005. At that time, selected patrol officers were trained as rifle officers. The police department currently has fourteen (14) LESO rifles on loan through this program. These rifles are from the Vietnam War era and have reached their end of service life. Also, these rifles require a yearly possession certification inventory to be completed, which we have complied with. On February 24, 2013, we received notification that the U.S. Department of Defense suspended the Illinois program due to noncompliance by two other agencies. This suspension has since been lifted. However, through this program, the U.S. Department of

Defense can demand the return of all assets. This would of course necessitate the return of the rifles to the federal government and leave the police department without these valuable assets.

Subsequent to research, the Colt Law Enforcement Carbine Semi-Auto rifle was chosen by the police department's range officers. Three quotes for the rifles were received from the following vendors:

Kiesler's Police Supply, Inc.	Unit Cost \$1,104.00	Total for 17	\$18,768.00
Clyde Armory	Unit Cost \$1,104.00	Total for 17	\$18,768.00
Ray O'Herron Company Inc.	Unit Cost \$1,176.00	Total for 17	\$19,992.00

The preferred vendor is Kiesler's Police Supply, Inc., which we have used in the past to purchase other firearms and ammunition and have proven dependable and reliable for customer service.

It is, therefore, the recommendation of the Public Affairs & Safety Committee that the City Council approve the purchase of seventeen (17) Colt Law Enforcement Carbines from Kiesler's Police Supply, Inc., for a cost of \$18,768.00. This purchase will be funded from PD State Forfeiture account 110-5030-421-6027. Upon receipt of the seventeen (17) Colt Law Enforcement Carbine rifles, the fourteen (14) LESO rifles will be returned to the federal government Department of Defense.

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

- q. REPORT – ASSIGNED VEHICLE USE POLICY The following report of the Finance, Council Affairs and Administrative Services Committee was presented for passage:

April 9, 2013

To: Acting Mayor Levin and Members of the City Council
Re: Assigned Vehicle Use Policy

The Finance, Council Affairs and Administrative Services Committee met several times, most recently April 8, 2013, to review an assigned vehicle use policy. This review was conducted pursuant to a referral from Aldermen Bram, Gutenkauf and Pezza.

Staff developed an assigned vehicle use policy (the Policy), which has been reviewed and revised by the Finance Committee. The Policy is attached. The Policy provides guidelines for regularly and temporarily assigned vehicles, and states the employee's responsibility when operating a City owned vehicle. The City Manager is responsible for approving all designations of regularly or temporarily assigned vehicles.

The Policy does not address whether a vehicle should be added to or remain in the City vehicle fleet. The Finance Committee recommends that the current practice of adding a vehicle through the budget process continue, and that the current practice of determining the need for a vehicle during the vehicle replacement process also continue. The Policy also does not specifically identify which City positions should be assigned vehicles. The City Manager is provided flexibility to assign vehicles as he determines is appropriate, in the best interests of the City at any given time.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council direct the City Attorney to prepare the appropriate resolution to approve the Assigned Vehicle Use Policy.

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

- r. REPORT – CASE NUMBER 13 ZBA-03/SPILLER VARIATION – 141 N. LARCH The following Report of the Development, Planning and Zoning Committee was presented for passage:

April 9, 2013

To: Acting Mayor Levin and Members of City Council
Re: Case # 13ZBA-03/Spiller Variation – 141 N. Larch

The Development, Planning and Zoning Committee met on April 8, 2013 to review the Zoning & Planning Commission report dated April 3, 2013 unanimously recommending approval of the subject request. The Committee members reviewed the Applicant's submittal documents and the transcripts of the public hearing. Committee members also visited subject site.

The Committee discussed the existing conditions on the subject property as they relate to the request for front yard setback variation. It was noted that this request results from the current location of the house which has a current legal non-conforming front yard setback of 19.7 feet. A front porch would not be possible without a variation to the front yard setback as requested.

The Committee noted that the proposed front porch setback of 15.7 feet will not alter the essential character of the neighborhood, but, rather, be in keeping with the character of this neighborhood. The homes on either side of the subject property have legal non-conforming setbacks of 14.4 feet and 15.9 feet (north and south respectively). The neighborhood is characterized by homes that

were built in the early 1900's with front yard setbacks that are less than the current Zoning Ordinance requirements.

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 Variation.

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

Respectfully submitted,
Development, Planning and Zoning Committee
/s/ Steven Morley
Chairman
/s/ Dannee Polomsky
Vice-Chairman
/s/ Norman Leader

- s. REPORT – CASE NUMBER 13 ZBA-04/DETTMAN VARIATION – 310 S. PROSPECT The following report of the Development, Planning and Zoning Committee was presented for passage:

April 9, 2013

To: Acting Mayor Levin and Members of City Council
Re: Case # 13ZBA-04/Dettman Variation – 310 S. Prospect

The Development, Planning and Zoning Committee met on April 8, 2013 to review the Zoning & Planning Commission report dated April 3, 2013 unanimously recommending approval of the subject request. The Committee members reviewed the Applicant's submittal documents and the transcripts of the public hearing. Committee members also visited subject site.

The Committee discussed the existing conditions on the subject property as they relate to the request for rear yard setback variation. The house faces Prospect Avenue and has a Prospect address; however, the front yard is defined in the Zoning Ordinance as the shorter of the two dimensions on a corner lot. The yard opposite the front yard is defined as the rear yard. In this case, the frontage on Prospect is 137.11 feet and the frontage on Winthrop is 134.53 resulting in the Winthrop frontage being the defined front yard, regardless of the address or which way the house faces.

The home immediately to the south of subject property also faces Prospect Avenue; the shared property line that is defined as a rear lot line for the subject property is defined as an interior lot line for the home to the south. The defined rear yard of the subject property actually functions as an interior yard in this case.

The Committee noted that the proposed attached garage and resultant 13.7 foot setback from the south property line is an improvement over the current condition. Currently, there is a detached garage located 5.5 feet from the south (rear) property line that will be demolished. The proposed attached garage increases the setback from 5.5 feet to 13.7 feet and is, therefore, an improvement over the current condition.

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 Variation and is in keeping with the character of the neighborhood.

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

Respectfully submitted,
Development, Planning and Zoning Committee
/s/ Steven Morley
Chairman
/s/ Dannee Polomsky
Vice-Chairman
/s/ Norman Leader

t. O-23-2013 – AN ORDINANCE RESERVING AND AUTHORIZING THE TRANSFER OF VOLUME CAP IN CONNECTION WITH PRIVATE ACTIVITY BOND ISSUES, AND RELATED MATTERS

Ordinance O-23-2013 was presented for passage.

u. R-18-2013 – A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC AND THE CITY OF ELMHURST

Resolution R-18-2013 was presented for passage.

Alderman Polomsky pulled item **7k. Report – Disposition of Stop Sign Request Emroy Avenue and Lake Street Frontage Road**. Alderman Bram pulled item **7q. Report – Assigned Vehicle Use Policy**. Alderman Morley pulled item **7r. Report – Case Number 13 ZBA-03/Spiller Variation – 141 N. Larch** and **7s. Report – Case Number 13 ZBA-04/Dettman Variation – 310 S. Prospect**.

Alderman Bram moved to approve the contents of the Consent Agenda less items **7k. Report – Disposition of Stop Sign Request Emroy Avenue and Lake Street Frontage Road**, **7q. Report – Assigned Vehicle Use Policy**, **7r. Report – Case Number 13 ZBA-03/Spiller Variation – 141 N. Larch**, and **7s. Report – Case Number 13 ZBA-04/Dettman Variation – 310 S. Prospect**. Alderman Pezza seconded. Roll call vote:

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

Nays: None

Results: 14 ayes, 0 nays, 0 absent
Motion duly carried

Alderman Polomsky stated she pulled item **7k. Report – Disposition of Stop Sign Request Emroy Avenue and Lake Street Frontage Road** to thank City staff and Mr. Coulter for their analysis of Emroy and Lake Street Frontage Road for a 4-way stop. She also thanked the Public Affairs and Safety Committee.

Alderman Wagner moved to accept item **7k. Report – Disposition of Stop Sign Request Emroy Avenue and Lake Street Frontage Road**. Alderman Pezza seconded. Roll call vote:

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

Nays: None

Results: 14 ayes, 0 nays, 0 absent
Motion duly carried

Alderman Bram stated he pulled item **7q. Report – Assigned Vehicle Use Policy** stating he could not support item **7q. Report – Assigned Vehicle Use Policy** because the referral submitted contained

three components and the report addresses only one of the three components. He asked the Council to either take it back to Committee or do not support the report.

Alderman Hipkind moved to accept item **7q. Report – Assigned Vehicle Use Policy**. Alderman York seconded. Roll call vote:

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

Nays: Pezza, Gutenkauf, Bram

Results: 11 ayes, 3 nays, 0 absent
Motion carried

Alderman Morley stated he pulled item **7r. Report – Case Number 13 ZBA-03/Spiller Variation – 141 N. Larch** to state Alderman Leader was not at the meeting and his signature was put on the report. Alderman Leader supports the report but was absent. Alderman Morley asked for an opinion from the City Attorney.

City Attorney Storino stated it is acceptable if there are only two signatures on the report.

Alderman Bram, point of order, stated as long as the Alderman supports the report, it can be signed without the Alderman being at the meeting.

Alderman Mulliner stated it's not Chapter 2, but it is appropriate that the three signatures are on it.

Alderman Morley moved to accept item **7r. Report – Case Number 13 ZBA-03/Spiller Variation – 141 N. Larch**. Alderman Polomsky seconded. Roll call vote:

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

Nays: None

Results: 14 ayes, 0 nays, 0 absent
Motion duly carried

Alderman Morley stated he pulled item **7s. Report – Case Number 13 ZBA-04/Dettman Variation – 310 S. Prospect** for the same reason as item **7r. Report – Case Number 13 ZBA-03/Spiller Variation – 141 N. Larch**.

Alderman Morley moved to accept item **7s. Report – Case Number 13 ZBA-04/Dettman Variation – 310 S. Prospect**. Alderman Polomsky seconded. Roll call vote:

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

Nays: None

Results: 14 ayes, 0 nays, 0 absent
Motion duly carried

COMMITTEE REPORTS

8. a. REPORT – SEWER RATE REVIEW The following report of the Finance, Council Affairs and Administrative Services Committee was presented for passage:

April 9, 2013

To: Acting Mayor Levin and Members of the City Council
Re: Sewer Rate Review

The Finance, Council Affairs and Administrative Services Committee met several times, most recently April 8, 2013, to review sewer rate adjustments in the Municipal Utility Fund.

The Municipal Utility Fund (MUF) is an enterprise fund, and user fees for water and sewer services are the major source of revenue. As the City Council will recall, a water rate adjustment was approved effective January 1, 2013, primarily due to the increase in water rates from City of Chicago and DuPage Water Commission. Therefore, the Finance Committee is reviewing only sewer rates at this time. In 2003, a comprehensive water/sewer rate study was completed, and cash balance range goals were set. The sewer segment of the goal is comprised of three factors: revenue stabilization (\$800,000); emergency (\$1 million); and 25%-33% of operating expenses. The total cash balance range goal for fiscal 2013 (eight month year) is \$2.8 million to \$3.1 million (see Schedule A).

The Finance Committee reviewed ten year projections for sewer rate adjustments, including a comprehensive review of major capital projects (see Schedule B). Due to the age of many components of the Wastewater Treatment Plant (WWTP) and due to the volume of material processed, significant infrastructure improvement/replacement at the Plant and throughout the sewer utility system will be required during the next five to ten years. From a historical perspective, equipment replacement projects at the WWTP were last undertaken in 1988-89 due to the 1987 flood, and during the 1989-94 periods, significant upgrades and capacity enhancements of equipment took place at the Wastewater Treatment Plant to come in to compliance with new Illinois Environmental Protection Agency (IEPA) regulations. The equipment is now over twenty years old and in need of replacement. There are also several new projects that are partially or in some cases totally mandated by the IEPA, i.e. the SW Elmhurst wet weather control facility and the sludge storage pad. The newly revised ten year projections contemplate issuance of debt, low-interest IEPA loans, if available, and general obligation bonds, due to the burden placed on cash reserves without debt and the desire to spread capital costs over time to both current and future users of the sewer utility system. Recently, the City has taken advantage of a twenty-year low interest loan from the IEPA to fund \$4.7 million of the anaerobic digester project. The City Council also approved \$2.9 million in the 2012 general obligation bond issue to be used to fund infrastructure projects including the Saylor Street force main, Atrium force main, and Rt. 83/Third Street lift station projects. Current budget projections for the sewer segment of the MUF do not contemplate any capital expenditures that may result from the Burke/RJN Elmhurst Storm and Sanitary Comprehensive Planning Design Project.

The Finance Committee initially reviewed a sewer rate scenario which required a 9% rate increase in 2013. Subsequent to that initial review, staff was directed to analyze the projections to determine if there were other viable options. Staff reviewed the capital projects schedule and revised cost projections and project timing wherever possible. The revised ten year projection also provided for debt service for the SW Elmhurst wet weather control facility to be funded by the Capital Improvement Fund, and provided for a non-Municipal Utility Fund source of funding for projected land acquisition adjacent to the WWTP. The result of this analysis is presented on the attached Schedule A, which provides for a 4.5% rate adjustment in 2013, which is half the rate increase projected earlier.

After careful consideration of the current and projected cash balances in the sewer segment of the MUF and of the projected operating and capital expenditures for the next ten years, the Finance Committee recommends a rate adjustment for fiscal 2013 of 4.5% to \$5.34 per thousand gallons of water usage. The impact of the sewer rate adjustment for an average four-person household using 12,000 gallons of water per month (3,000 gallons per person) is approximately \$2.76 per month.

The sewer rate will be reviewed with the water rate on an annual basis starting with the fiscal year change to a calendar year effective January 1, 2014. Since the last comprehensive water/sewer rate study was conducted in 2003, the fiscal 2013 budget provides for a new study to be concluded prior to consideration of January 1, 2014 water/sewer rate adjustments.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council direct the City Attorney to prepare an amendment to the

Municipal Code of Ordinances changing the sewer rates for the City of Elmhurst, effective for usage billed on or after May 15, 2013, as follows:

	Residential Rates (Per Thousand Gallons)		Commercial Rates (Per Thousand Gallons)	
	<u>New</u>	<u>Current</u>	<u>New</u>	<u>Current</u>
Sewer	\$5.34	\$5.11	\$5.34	\$5.11
Bi-Monthly Minimum	\$4.24	\$4.06	\$4.24	\$4.06

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

Alderman Hipskind moved to approve item **8a. Report – Sewer Rate Review**. Alderman York seconded.

Alderman Bram stated he could not support item **8a. Report – Sewer Rate Review**.

Discussion ensued.

Roll call vote:

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

Results: 13 ayes, 1 nay, 0 absent
Motion carried

REPORTS AND RECOMENDATIONS OF APPOINTED AND ELECTED OFFICIALS

9. a. ACTING MAYOR LEVIN

No report.

b. CITY MANAGER GRABOWSKI

City Manager Grabowski announced 95 gallon toters will be swapped out for 65 gallon toters this week.

Alderman Morley asked for clarification regarding a swap if a resident doesn't want to swap their 95 gallon toter.

City Manager Grabowski stated the toters that are to be swapped have been identified on a list given to Allied Waste.

City Manager Grabowski announced for the 33rd year, the City of Elmhurst has been recognized as a Tree City USA. He thanked the Council and Public Works.

City Manager Grabowski announced the Finance Department received a Government Finance Officers Association (GFOA) Certificate of Achievement for reporting on the City's finances to the State. He congratulated Director of Finance & Administration Gaston and her department for their achievement.

ORDINANCES

10. a. O-16-2013 – A BUDGET AND APPROPRIATION ORDINANCE FOR THE CITY OF ELMHURST FOR THE FISCAL YEAR BEGINNING ON MAY 1, 2013, AND ENDING ON DECEMBER 31, 2013

Ordinance O-16-2013 was presented for passage.

Alderman York moved to approve item **10a. O-16-2013 – A Budget and Appropriation Ordinance for the City of Elmhurst for the Fiscal Year Beginning on May 1, 2013, and Ending on December 31, 2013.** Alderman Morley seconded. Roll call vote:

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

Nays: None

Results: 14 ayes, 0 nays, 0 absent
Motion duly carried

b. O-24-2013 – AN ORDINANCE AUTHORIZING THE ACQUISITION OF PROPERTY THROUGH EMINENT DOMAIN OR OTHERWISE FOR THE NORTH YORK STREET REDEVELOPMENT PLAN AND REDEVELOPMENT PROJECT (260 NORTH YORK STREET)

Ordinance O-24-2013 was presented for passage.

Alderman Hipskind moved to approve item **10b. O-24-2013 – An Ordinance Authorizing the Acquisition of Property Through Eminent Domain or Otherwise for the North York Street Redevelopment Plan and Redevelopment Project (260 North York Street).** Alderman Kennedy seconded. Roll call vote:

Ayes: Kennedy, Wagner, Leader, Dunn, Polomsky, York, Healy, Levin

Nays: Morley, Mulliner, Pezza, Gutenkauf, Bram

Results: 9 ayes, 5 nays, 0 absent
Motion carried

c. MCO-04-2013 – AN ORDINANCE AMENDING SECTIONS 36.09, ENTITLED “CLASSIFICATION OF LICENSES,” 36.10, ENTITLED “TERMS; FEES,” AND 36.11, ENTITLED “LIMITATION ON NUMBER OF LICENSES,” ALL OF ARTICLE II, ENTITLED “RETAIL LICENSES,” OF CHAPTER 36, ENTITLED “LIQUOR,” OF THE MUNICIPAL CODE OF ORDINANCES OF THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS (CLASS “GSWC” LICENSE – MARIANO’S)

Ordinance MCO-04-2013 was presented for passage.

Alderman Pezza moved to approve item **10c. MCO-04-2013 – An Ordinance Amending Sections 36.09, Entitled “Classification of Licenses,” 36.10, Entitled “Terms; Fees,” and 36.11, Entitled “Limitation on Number of Licenses,” All of Article II, Entitled “Retail Licenses,” of Chapter 36, Entitled “Liquor,” of the Municipal Code of Ordinances of the City of Elmhurst, DuPage and Cook Counties, Illinois (Class “GSWC” License – Mariano’s).** Alderman Wagner seconded. Roll call vote:

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

Nays: None

Results: 14 ayes, 0 nays, 0 absent

Motion duly carried

OTHER BUSINESS

11. Alderman Kennedy stated tonight the City Council approved the 2013 tree purchase and planting request. He stated the City has not planted any new trees for three years and this year's planting should be back to even.

RECOGNITION OF OUTGOING COUNCIL MEMBERS

12. Acting Mayor Levin stated tonight is Alderman Pezza's last Council meeting. He asked if she had any parting words. He presented her with a plaque and rocking chair as a show of appreciation.

Alderman Pezza reviewed her four years as Alderman of the First Ward and thanked City staff and the elected officials who helped make the past four years productive and enjoyable.

Members of the Council commented on Alderman Pezza's hard work and dedication and wished her the best of luck.

ADJOURNMENT

13. Alderman Pezza moved to adjourn the meeting. Alderman Gutenkauf seconded. Voice vote, motion carried. Meeting adjourned 9:14 p.m.

Scott M. Levin, Acting Mayor

Patty Spencer, City Clerk

CITY OF ELMHURST
 ACCOUNTS PAYABLE SUMMARY SHEET
 APRIL 30, 2013

	<u>REGULAR</u>	<u>INTERIM</u>	<u>TOTAL</u>
<u>CHECKS</u>			
GENERAL FUND	\$1,211,898.86	23,292.67	\$1,235,191.53
LIBRARY FUND	27,603.95	-	27,603.95
MOTOR FUEL TAX	13,289.15	-	13,289.15
REDEVELOPMENT	656.25	500.00	1,156.25
INDUSTRIAL DEVELOPMENT	43.75	500.00	543.75
RT 83 COMMERCIAL DEVELOPMENT	262.50	500.00	762.50
NORTH YORK REDEVELOPMENT	3,573.20	-	3,573.20
MUNICIPAL UTILITY FUND	486,813.79	27,454.41	514,268.20
PARKING REVENUE SYSTEM FUND	17,686.64	-	17,686.64
POLICE PENSION FUND	414.27	-	414.27
	<u>1,762,242.36</u>	<u>52,247.08</u>	<u>1,814,489.44</u>

FINANCE REVIEW

Marilyn K. 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 MAY 6, 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.

Copies To All
 Elected Officials

5/2/13

BANK: 01

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND- ISSUED AMOUNT
0021079	00	ABRAHAM, NITA						
4834		009450	01	04/04/2013	110-0000-260.02-00	VEHICLE STICKER REFUND	CHECK #: 162638	18.00-
4834		009450	01	04/25/2013	110-0000-260.02-00	VEHICLE STICKER REFUND	CHECK #: 163327	36.00
						VENDOR TOTAL *	.00	18.00
0000009	00	ACE HARDWARE						
288431		000761	01	04/30/2013	110-2008-413.40-73	CABLE	15.29	
287638		000817	01	04/30/2013	110-4020-422.50-08	BULBS	23.36	
288740		001188	01	04/30/2013	110-4020-422.50-01	SNAP BOLT	5.92	
288427		000564	01	04/30/2013	110-4025-424.40-98	OUTLET/GFI TESTER	11.69	
288447		000563	01	04/30/2013	110-5030-421.40-98	PADLOCK	8.09	
288403		000762	01	04/30/2013	110-5030-421.50-01	NUTS/BOLTS/SCREWS	3.27	
288543		000818	01	04/30/2013	110-5030-421.40-98	KEY	1.79	
288288		000763	01	04/30/2013	110-6044-435.40-98	KEY HOLDER/DUCT TAPE	9.70	
						VENDOR TOTAL *	79.11	
0010266	00	ACME TRUCK BRAKE & SUPPLY						
1230980022		000667	01	04/30/2013	110-6047-512.40-34	OIL	150.48	
						VENDOR TOTAL *	150.48	
0015803	00	ADVANCED TECHNICAL SERVICES						
65428		000719	01	04/30/2013	110-6047-512.50-02	DELCO RADIO	240.00	
						VENDOR TOTAL *	240.00	
0005840	00	ADVENT SYSTEMS, INC						
1716B,1733B		001330	01	04/30/2013	110-0000-260.02-00	VEHICLE STICKER REFUND	90.00	
						VENDOR TOTAL *	90.00	
0017774	00	AED BRANDS						
31824		001309	01	04/30/2013	110-5030-421.40-98	AED SUPPLIES	135.00	
						VENDOR TOTAL *	135.00	
0012249	00	AHLGRIM, STEVEN J						
27129		001331	01	04/30/2013	110-0000-316.00-00	TRANSFER STAMP REFUND	817.50	
						VENDOR TOTAL *	817.50	
0000803	00	AIR ONE EQUIP, INC						
87484		001390	01	04/30/2013	110-4020-422.40-62	HELMET SHIELDS	77.00	
						VENDOR TOTAL *	77.00	
0007472	00	AIRGAS USA, LLC						
9908919618		000642	01	04/30/2013	110-6047-512.40-98	SUPPLIES	231.14	
						VENDOR TOTAL *	231.14	
0019010	00	AL PIEMONTE FORD SALES, INC						
555860		000712	01	04/30/2013	110-6047-512.50-16	TRK/PARTS PD-18	26.39	
555850		000713	01	04/30/2013	110-6047-512.50-16	TRK/PARTS PD-29	16.80	
555490		000714	01	04/30/2013	110-6047-512.50-16	TRK/PARTS PD-16	25.69	
555664		000715	01	04/30/2013	110-6047-512.50-16	TRK/PARTS PW112	111.91	

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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	
0019010 555647	00	AL PIEMONTE FORD SALES, INC 000716	01	04/30/2013	110-6047-512.50-16	AUTO/PARTS E-24	90.45		
						VENDOR TOTAL *	271.24		
0021126 1230	00	ALDRED DENNIS 001319	01	04/30/2013	110-0000-260.02-00	VEHICLE STICKER REFUND	36.00		
						VENDOR TOTAL *	36.00		
0000016 91498 91397	00	ALEXANDER EQPT CO INC 000864 000717	01 01	04/30/2013 04/30/2013	110-6043-434.50-08 110-6047-512.50-16	CABLING SUPPLIES TRK/PARTS PW37	213.00 322.90		
						VENDOR TOTAL *	535.90		
0004999 MARCH 2013 MARCH 2013 MARCH 2013	00	ALLIANCE PLBG & SEWER 009793 009794 009795	01 01 01	04/18/2013 04/18/2013 04/18/2013	110-4025-424.30-12 110-4025-424.30-12 110-4025-424.30-12	PLUMBING INSPECTIONS MEETING FEES CONTINUED EDUCATION	CHECK #: CHECK #: CHECK #:	162937 162937 162937	2,730.70- 20.00- 190.00-
						VENDOR TOTAL *	.00	2,940.70-	
0000078 0551-010082060 0551-009992834 0551-010072221 0551-010072221 0551-010081837	00	ALLIED WASTE/REPUBLIC #551 000687 001020 001021 001022 000869	01 01 01 01 01	04/30/2013 04/30/2013 04/30/2013 04/30/2013 04/30/2013	110-6045-441.30-65 110-6045-441.30-65 110-6045-441.30-65 110-6045-441.30-83 510-6056-502.30-81	WASTE DISPOSAL REFUSE COLLECTION REFUSE COLLECTION REFUSE COLLECTION WASTE DISPOSAL	1,195.92 216,429.20 214,991.12 7,315.00 1,336.00		
						VENDOR TOTAL *	441,267.24		
0013773 04/18-04/19/13 04/18-04/19/13 04/16/2013 04/16/2013	00	ALMAGUER, VICTOR 001278 001279 001315 001316	01 01 01 01	04/30/2013 04/30/2013 04/30/2013 04/30/2013	110-5030-421.60-05 110-5030-421.60-11 110-5030-421.60-05 110-5030-421.60-11	EXPENSE REIMBURSEMENT EXPENSE REIMBURSEMENT EXPENSE REIMBURSEMENT EXPENSE REIMBURSEMENT	28.25 10.00 35.60 6.83		
						VENDOR TOTAL *	80.68		
0005297 04/09/2013 04/09/2013	00	AMERICAN CHARGE SERVICE 000497 000498	01 01	04/30/2013 04/30/2013	110-0083-443.60-49 110-0083-443.60-19	SENIOR CITIZEN TAXI SVC DISABLED CITIZEN TAXI SVC	267.80 27.60		
						VENDOR TOTAL *	295.40		
0007666 7000644768	00	AMERICAN WATER WORKS ASSN - DALLAS 001326	01	04/30/2013	510-6050-501.60-37	MEMBERSHIP	77.00		
						VENDOR TOTAL *	77.00		
0020240 02192258	00	AMERICAN WELDING & GAS INC 000855	01	04/30/2013	110-6047-512.40-98	SUPPLIES	102.90		
						VENDOR TOTAL *	102.90		
0006708 04216764	00	AMLINGS FLOWERLAND 000906	01	04/30/2013	110-2007-413.60-23	FLOWER ARRANGEMENT	57.94		

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0006708	00	AMLINGS FLOWERLAND						
04217563		000907	01	04/30/2013	110-2007-413.60-23	FLOWER ARRANGEMENT	60.99	
04218433		000908	01	04/30/2013	110-2007-413.60-23	FLOWER ARRANGEMENT	58.49	
04217018		000744	01	04/30/2013	110-4020-422.40-98	FLOWER ARRANGEMENT	49.99	
VENDOR TOTAL *							227.41	
0004935	00	ARAMARK UNIFORM SVCS						
701-8040945		000513	01	04/30/2013	110-6041-432.40-62	UNIFORM SUPPLIES	29.71	
701-8040946		000515	01	04/30/2013	110-6041-432.40-62	UNIFORM SUPPLIES	112.34	
701-8049780		001033	01	04/30/2013	110-6041-432.40-62	UNIFORM SUPPLIES	29.72	
701-8049781		001035	01	04/30/2013	110-6041-432.40-62	UNIFORM SUPPLIES	112.34	
701-8058466		001303	01	04/30/2013	110-6041-432.40-62	UNIFORM SUPPLIES	29.72	
701-8058467		001305	01	04/30/2013	110-6041-432.40-62	UNIFORM SUPPLIES	112.34	
701-8040945		000514	01	04/30/2013	510-6052-501.40-62	UNIFORM SUPPLIES	29.72	
701-8040946		000516	01	04/30/2013	510-6052-501.40-62	UNIFORM SUPPLIES	112.34	
701-8049780		001034	01	04/30/2013	510-6052-501.40-62	UNIFORM SUPPLIES	29.71	
701-8049781		001036	01	04/30/2013	510-6052-501.40-62	UNIFORM SUPPLIES	112.34	
701-8058466		001304	01	04/30/2013	510-6052-501.40-62	UNIFORM SUPPLIES	29.71	
701-8058467		001306	01	04/30/2013	510-6052-501.40-62	UNIFORM SUPPLIES	112.34	
VENDOR TOTAL *							852.33	
0007267	00	ASSOCIATED TECHNICAL SERVICES, LTD						
23456		000868	01	04/30/2013	510-6052-501.30-52	LEAK LOCATION SVCS	885.00	
VENDOR TOTAL *							885.00	
0007161	00	ASSOCIATED TIRE & BATTERY CO, INC						
521354		000547	01	04/30/2013	110-6047-512.50-16	PARTS/SUPPLIES	351.96	
521294		000638	01	04/30/2013	110-6047-512.50-16	PARTS/SUPPLIES	380.96	
521003		000639	01	04/30/2013	110-6047-512.50-16	RETURNED MERCHANDISE	36.00-	
521407		001189	01	04/30/2013	110-6047-512.50-16	RETURNED MERCHANDISE	36.00-	
521550		001190	01	04/30/2013	110-6047-512.50-16	RETURNED MERCHANDISE	167.96-	
522084		001191	01	04/30/2013	110-6047-512.50-16	PARTS/SUPPLIES	317.88	
VENDOR TOTAL *							810.84	
0012277	00	AT&T						
63053030075410		001014	01	04/30/2013	110-0086-453.30-75	MONTHLY PHONE	61.41	
63053030075410		001015	01	04/30/2013	110-0094-454.30-75	MONTHLY PHONE	23.03	
63078266949097		000470	01	04/30/2013	110-1001-411.30-75	MONTHLY PHONE	32.87	
63053030075410		001001	01	04/30/2013	110-1001-411.30-75	MONTHLY PHONE	1,074.68	
63053030075410		001002	01	04/30/2013	110-2006-413.30-75	MONTHLY PHONE	353.11	
63053030075410		001003	01	04/30/2013	110-2007-413.30-75	MONTHLY PHONE	168.88	
63029919307818		000998	01	04/30/2013	110-2008-413.30-98	MONTHLY PHONE	1,185.75	
63029919617851		000999	01	04/30/2013	110-2008-413.30-98	MONTHLY PHONE	259.05	
63053030075410		001004	01	04/30/2013	110-2008-413.30-75	MONTHLY PHONE	1,013.27	
63053030075410		001005	01	04/30/2013	110-3015-414.30-75	MONTHLY PHONE	237.97	
63083200803668		000877	01	04/30/2013	110-4020-422.30-75	MONTHLY PHONE	85.62	
70822603773592		000996	01	04/30/2013	110-4020-422.30-75	MONTHLY PHONE	188.08	
63022613552388		001000	01	04/30/2013	110-4020-422.30-75	MONTHLY PHONE	366.58	
63053030075410		001006	01	04/30/2013	110-4020-422.30-75	MONTHLY PHONE	337.76	

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND- ISSUED AMOUNT
0012277	00	AT&T						
63040705638276	000777		01	04/30/2013	110-4021-425.50-98	MONTHLY PHONE	53.99	
63083200045401	000878		01	04/30/2013	110-4021-425.30-75	MONTHLY PHONE	1,643.57	
84727365350170	000988		01	04/30/2013	110-4021-425.30-75	MONTHLY PHONE	288.18	
63053030075410	001013		01	04/30/2013	110-4022-423.30-75	MONTHLY PHONE	199.58	
63053030075410	001007		01	04/30/2013	110-4025-424.30-75	MONTHLY PHONE	153.53	
63053050866185	000778		01	04/30/2013	110-5030-421.30-75	MONTHLY PHONE	34.50	
63053033512328	000879		01	04/30/2013	110-5030-421.30-75	MONTHLY PHONE	139.86	
70822603942320	000990		01	04/30/2013	110-5030-421.30-75	MONTHLY PHONE	188.08	
63053030075410	001008		01	04/30/2013	110-5030-421.30-75	MONTHLY PHONE	2,379.66	
63022655290673	001219		01	04/30/2013	110-5030-421.30-27	MONTHLY PHONE	219.38	
63029979019998	000985		01	04/30/2013	110-6040-431.30-75	MONTHLY PHONE	291.88	
63029950643667	000986		01	04/30/2013	110-6040-431.30-75	MONTHLY PHONE	183.29	
63029950633668	000987		01	04/30/2013	110-6040-431.30-75	MONTHLY PHONE	158.18	
70822613280851	000989		01	04/30/2013	110-6040-431.30-75	MONTHLY PHONE	152.48	
70822611450803	000994		01	04/30/2013	110-6040-431.30-75	MONTHLY PHONE	708.18	
63053030075410	001009		01	04/30/2013	110-6040-431.30-75	MONTHLY PHONE	1,020.95	
630R0605979200	000991		01	04/30/2013	110-6046-418.50-01	MONTHLY PHONE	152.48	
63053030075410	001012		01	04/30/2013	110-7060-451.30-75	MONTHLY PHONE	230.29	
70822611762223	001039		01	04/30/2013	110-7060-451.30-75	MONTHLY PHONE	152.48	
63083313263643	001040		01	04/30/2013	110-7060-451.30-98	MONTHLY PHONE	43.82	
63053030075410	001010		01	04/30/2013	510-6050-501.30-75	MONTHLY PHONE	145.85	
70822611450803	000993		01	04/30/2013	510-6052-501.30-75	MONTHLY PHONE	354.09	
70822611739932	000997		01	04/30/2013	510-6052-501.30-75	MONTHLY PHONE	194.02	
70822611450803	000992		01	04/30/2013	510-6055-502.30-75	MONTHLY PHONE	354.09	
70822603793590	000995		01	04/30/2013	510-6055-502.30-75	MONTHLY PHONE	188.08	
63053030075410	001011		01	04/30/2013	510-6055-502.30-75	MONTHLY PHONE	276.35	
63027936943334	000471		01	04/30/2013	530-0088-503.30-75	MONTHLY PHONE	33.47	
63027939823392	000472		01	04/30/2013	530-0088-503.30-75	MONTHLY PHONE	50.36	
						VENDOR TOTAL *	15,378.73	
0000045	00	ATLAS BOBCAT INC						
B43071	000711		01	04/30/2013	110-6042-433.50-16	TRK/PARTS PW141	103.32	
						VENDOR TOTAL *	103.32	
0013403	00	AUTOMATIONDIRECT.COM, INC						
4563498	001213		01	04/30/2013	510-6057-502.50-10	DAF CONTROLS	110.00	
						VENDOR TOTAL *	110.00	
0009618	00	AVAYA, INC						
2732509344	001362		01	04/30/2013	110-7060-451.30-98	ALARM MAINT FEE	128.53	
						VENDOR TOTAL *	128.53	
0015518	00	BADGER GRAPHIC SALES, INC						
51632	000832		01	04/30/2013	110-5030-421.40-98	SUPPLIES	232.46	
						VENDOR TOTAL *	232.46	
0012081	00	BAXTER & WOODMAN						
0168123	001329		01	04/30/2013	510-6057-502.80-20	PROF ENG SVCS	22,929.50	

PREPARED 04/30/2013, 9:13:50
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 04/30/2013 CHECK DATE: 05/09/2013

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BANK: 01

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0012081	00	BAXTER & WOODMAN						
VENDOR TOTAL *							22,929.50	
0013718	00	BENES, JAMES J, & ASSOCS, INC						
1091 100		000632	01	04/30/2013	110-6040-431.30-26	PROF ENG SVCS	556.81	
1091 220		000633	01	04/30/2013	110-6040-431.30-26	PROF ENG SVCS	318.18	
1091 227		000634	01	04/30/2013	110-6040-431.30-26	PROF ENG SVCS	217.06	
VENDOR TOTAL *							1,092.05	
0000059	00	BERGHEGER, BRIAN-PETTY CASH						
01/22-02/14/13		000526	01	04/30/2013	110-7060-451.40-98	PETTY CASH REIMBURSEMENT	2.04	
01/22-02/14/13		000527	01	04/30/2013	110-7060-451.60-65	PETTY CASH REIMBURSEMENT	38.54	
01/22-02/14/13		000528	01	04/30/2013	110-7060-451.60-39	PETTY CASH REIMBURSEMENT	58.50	
01/22-02/14/13		000529	01	04/30/2013	110-7060-451.60-98	PETTY CASH REIMBURSEMENT	3.99	
01/22-02/14/13		000530	01	04/30/2013	110-7060-451.60-54	PETTY CASH REIMBURSEMENT	34.13	
02/14-04/17/13		001023	01	04/30/2013	110-7060-451.60-42	PETTY CASH REIMBURSEMENT	45.52	
02/14-04/17/13		001024	01	04/30/2013	110-7060-451.60-65	PETTY CASH REIMBURSEMENT	15.00	
02/14-04/17/13		001025	01	04/30/2013	110-7060-451.60-98	PETTY CASH REIMBURSEMENT	9.47	
VENDOR TOTAL *							207.19	
0010307	00	BEST QUALITY CLEANING INC						
51193		001115	01	04/30/2013	110-6046-418.30-14	CLEANING SVCS	5,825.00	
51193		001116	01	04/30/2013	510-6057-502.30-14	CLEANING SVCS	320.00	
VENDOR TOTAL *							6,145.00	
0021111	00	BONZE, PAULINE						
6583		000825	01	04/30/2013	110-0000-260.02-00	VEHICLE STICKER REFUND	18.00	
VENDOR TOTAL *							18.00	
0016697	00	BORDIGNON, ANTHONY						
04/01-04/14/13		000678	01	04/30/2013	110-0086-453.30-52	CATV PROF SVCS	182.00	
VENDOR TOTAL *							182.00	
0001899	00	BRISTOL HOSE & FITTING MAIN WAREHSE						
00319624		000710	01	04/30/2013	110-6047-512.50-16	TRK/PARTS PW26	16.44	
VENDOR TOTAL *							16.44	
0020131	00	BUMPER TO BUMPER LEE AUTO						
492-96861		000669	01	04/30/2013	110-6047-512.50-16	PARTS/SUPPLIES	182.37	
492-98080		001205	01	04/30/2013	110-6047-512.50-16	FILTERS	86.54	
VENDOR TOTAL *							268.91	
0000084	00	BURGIN, DENNIS						
04/01-04/14/13		000682	01	04/30/2013	110-0086-453.30-52	CATV PROF SVCS	458.50	
VENDOR TOTAL *							458.50	
0009267	00	C J C AUTO PARTS & TIRES						
937820		000650	01	04/30/2013	110-6047-512.40-98	SUPPLIES	358.20	
936965		000651	01	04/30/2013	110-6047-512.50-16	TRK/PARTS PW2	12.44	

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VENO 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
0009267	00	C J C AUTO PARTS & TIRES						
936927		000652	01	04/30/2013	110-6047-512.50-16	TRK/PARTS PW2	48.76	
936966		000653	01	04/30/2013	110-6047-512.50-16	TRK/PARTS PW2	6.76	
936928		000654	01	04/30/2013	110-6047-512.50-16	TRK/PARTS PW2	69.73	
936980		000655	01	04/30/2013	110-6047-512.40-53	TOOL	50.14	
936472		000656	01	04/30/2013	110-6047-512.50-16	TRK/PARTS PD-9	106.63	
937476		000657	01	04/30/2013	110-6047-512.50-16	STOCK	39.03	
937477		000658	01	04/30/2013	110-6047-512.50-16	STOCK	31.77	
938728		001206	01	04/30/2013	110-6047-512.50-16	PARTS/SUPPLIES	28.92	
VENDOR TOTAL *							752.38	
0018709	00	CALDWELL, PAT - PETTY CASH						
04/09-04/16/13		001194	01	04/30/2013	110-2008-413.60-11	PETTY CASH REIMBURSEMENT	6.20	
04/09-04/16/13		001195	01	04/30/2013	110-4020-422.60-11	PETTY CASH REIMBURSEMENT	55.00	
04/09-04/16/13		001196	01	04/30/2013	110-6040-431.60-11	PETTY CASH REIMBURSEMENT	65.00	
VENDOR TOTAL *							126.20	
0004563	00	CAMPISE, MICHAEL						
04/09-04/12/13		001280	01	04/30/2013	110-5030-421.60-27	EXPENSE REIMBURSEMENT	1,638.26	
11/30-3/22		001338	01	04/08/2013	110-5030-421.60-50	EXPENSE REIMBURSEMENT	CHECK #: 162927	400.00
04/22-04/25/13		001369	01	04/30/2013	110-5030-421.60-11	EXPENSE REIMBURSEMENT	17.36	
VENDOR TOTAL *							1,655.62	400.00
0012518	00	CAR REFLECTIONS						
013178		000822	01	04/30/2013	110-5030-421.40-31	DECALS	375.00	
013144		001312	01	04/30/2013	110-5030-421.40-31	DECAL/STRIPING SVCS	1,510.00	
013145		001313	01	04/30/2013	110-5030-421.40-31	DECAL/STRIPING SVCS	90.00	
013071		000709	01	04/30/2013	110-6047-512.50-16	DECALS/PD18,PD-20	104.00	
VENDOR TOTAL *							2,079.00	
0020831	00	CARD IMAGING						
83364		001300	01	04/30/2013	110-2008-413.40-73	ID CARD FILM	344.00	
VENDOR TOTAL *							344.00	
0020693	00	CARL WARREN & CO						
1476036		000903	01	04/30/2013	110-0082-416.60-28	CLAIM FEES	700.00	
VENDOR TOTAL *							700.00	
0015772	00	CARSTENS						
INV00042815		001352	01	04/30/2013	110-5030-421.40-33	BINDER	22.93	
RTN0002559		001353	01	04/30/2013	110-5030-421.40-33	TAX CREDIT	1.94-	
VENDOR TOTAL *							20.99	
0013317	00	CARUSO, WILLIAM						
MARCH 2013		009793	01	04/25/2013	110-4025-424.30-12	PLUMBING INSPECTIONS	CHECK #: 163328	2,730.70
MARCH 2013		009794	01	04/25/2013	110-4025-424.30-12	MEETING FEES	CHECK #: 163328	20.00
MARCH 2013		009795	01	04/25/2013	110-4025-424.30-12	CONTINUED EDUCATION	CHECK #: 163328	190.00
VENDOR TOTAL *							.00	2,940.70
0008716	00	CASE LOTS INC						

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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
0008716	00	CASE LOTS INC						
047849		001075	01	04/30/2013	110-2006-413.40-33	SUPPLIES	315.20	
047674		000919	01	04/30/2013	110-6046-418.50-01	SUPPLIES	96.55	
VENDOR TOTAL *							411.75	
0013254	00	CCP INDUSTRIES INC						
IN01064249		000544	01	04/30/2013	110-6046-418.40-98	SUPPLIES	92.10	
IN01064249		000545	01	04/30/2013	110-6047-512.40-98	SUPPLIES	92.10	
IN01064249		000546	01	04/30/2013	510-6052-501.40-98	SUPPLIES	92.11	
VENDOR TOTAL *							276.31	
0007069	00	CDW GOVERNMENT INC						
BJ43079		000733	01	04/30/2013	110-2008-413.40-73	RIBBONS	199.36	
BM55494		001295	01	04/30/2013	110-2008-413.40-72	PRINTER ROLLER KIT	57.32	
VENDOR TOTAL *							256.68	
0019635	00	CEBALLOS, ELENA						
JAN-DEC 2012		001334	01	04/30/2013	110-0000-313.03-03	UTILITY TAX REBATE	3.18	
VENDOR TOTAL *							3.18	
0008467	00	CERTIFIED LABORATORIES						
1056684		000543	01	04/30/2013	510-6052-501.40-23	LOK-CEASE AEROSOL	380.33	
VENDOR TOTAL *							380.33	
0014402	00	CHICAGO PARTS & SOUND LLC						
512137		000555	01	04/30/2013	110-6047-512.50-16	FILTERS	120.00	
512843		000685	01	04/30/2013	110-6047-512.50-16	PARTS/SUPPLIES	135.26	
514358		000829	01	04/30/2013	110-6047-512.50-16	PARTS/SUPPLIES	15.82	
514357		000830	01	04/30/2013	110-6047-512.50-16	PARTS/SUPPLIES	15.82	
VENDOR TOTAL *							286.90	
0010619	00	CIVILTECH ENGRG INC						
40723		001322	01	04/30/2013	530-0088-503.80-19	PROF ENG SVCS	1,074.74	
40723		001325	01	04/30/2013	530-0088-503.80-19	PROF ENG SVCS	4,208.79	
VENDOR TOTAL *							5,283.53	
0000630	00	CLASSIC GRAPHIC INDUSTRIES INC						
71856		001072	01	04/30/2013	110-1001-411.60-98	TAXICAB BACKGROUND FORMS	497.22	
VENDOR TOTAL *							497.22	
0000112	00	COCA-COLA BOTTLING CO						
0318160416		000839	01	04/30/2013	110-1001-411.60-98	VENDING MACHINE REFILL	115.20	
VENDOR TOTAL *							115.20	
0004918	00	COLUMBIA PIPE & SUPPLY						
945629		000842	01	04/30/2013	510-6057-502.50-08	GRIT WASHER REPAIR	591.00	
VENDOR TOTAL *							591.00	
0000114	00	COM ED						

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000114	00	COM ED						
2661098006		001018	01	04/30/2013	110-1001-411.60-98	AGGREGATION REPORT FEE	86.00	
8409121006		000483	01	04/30/2013	110-4022-423.30-24	MONTHLY ELECTRIC	33.35	
8327608004		000491	01	04/30/2013	110-4022-423.30-24	MONTHLY ELECTRIC	24.41	
6983225007		000492	01	04/30/2013	110-4022-423.30-24	MONTHLY ELECTRIC	33.33	
6729081007		000493	01	04/30/2013	110-4022-423.30-24	MONTHLY ELECTRIC	25.60	
8745265005		000473	01	04/30/2013	110-6044-435.30-24	MONTHLY ELECTRIC	88.19	
6981441003		000474	01	04/30/2013	110-6044-435.30-24	MONTHLY ELECTRIC	240.41	
7065190004		000475	01	04/30/2013	110-6044-435.30-24	MONTHLY ELECTRIC	210.15	
8157271002		000476	01	04/30/2013	110-6044-435.30-24	MONTHLY ELECTRIC	283.72	
0114017015		000479	01	04/30/2013	110-6044-435.30-24	MONTHLY ELECTRIC	328.27	
0174056074		000480	01	04/30/2013	110-6044-435.30-24	MONTHLY ELECTRIC	116.56	
6897727003		000481	01	04/30/2013	110-6044-435.30-24	MONTHLY ELECTRIC	88.05	
4163053034		000482	01	04/30/2013	110-6044-435.30-24	MONTHLY ELECTRIC	117.34	
4248089012		000484	01	04/30/2013	110-6044-435.30-24	MONTHLY ELECTRIC	95.32	
3000022009		000485	01	04/30/2013	110-6044-435.30-24	MONTHLY ELECTRIC	112.93	
0263168092		000486	01	04/30/2013	110-6044-435.30-24	MONTHLY ELECTRIC	46.18	
0477145001		000487	01	04/30/2013	110-6044-435.30-24	MONTHLY ELECTRIC	95.31	
8256051035		000488	01	04/30/2013	110-6044-435.30-24	MONTHLY ELECTRIC	20.89	
8745266002		000490	01	04/30/2013	110-6044-435.30-24	MONTHLY ELECTRIC	27.82	
4609164001		000494	01	04/30/2013	110-6044-435.30-24	MONTHLY ELECTRIC	10,822.72	
6563745019		000791	01	04/30/2013	110-6044-435.30-24	MONTHLY ELECTRIC	28.17	
6563743015		000792	01	04/30/2013	110-6044-435.30-24	MONTHLY ELECTRIC	54.34	
0323144010		000793	01	04/30/2013	110-6044-435.30-24	MONTHLY ELECTRIC	56.44	
8075341005		000794	01	04/30/2013	110-6044-435.30-24	MONTHLY ELECTRIC	25.65	
8577587009		000796	01	04/30/2013	110-6044-435.30-24	MONTHLY ELECTRIC	15.68	
8577601004		000797	01	04/30/2013	110-6044-435.30-24	MONTHLY ELECTRIC	15.68	
8634040009		000798	01	04/30/2013	110-6044-435.30-24	MONTHLY ELECTRIC	15.68	
8661049027		000799	01	04/30/2013	110-6044-435.30-24	MONTHLY ELECTRIC	25.65	
6563744012		000800	01	04/30/2013	110-6044-435.30-24	MONTHLY ELECTRIC	55.97	
6563742009		000801	01	04/30/2013	110-6044-435.30-24	MONTHLY ELECTRIC	123.05	
1459073058		000802	01	04/30/2013	110-6044-435.30-24	MONTHLY ELECTRIC	74.34	
1843000001		000803	01	04/30/2013	110-6044-435.30-24	MONTHLY ELECTRIC	15.68	
8661186016		000477	01	04/30/2013	110-6046-418.30-24	MONTHLY ELECTRIC	2,119.50	
8661158012		000478	01	04/30/2013	110-6046-418.30-24	MONTHLY ELECTRIC	210.82	
8745412004		000489	01	04/30/2013	530-0088-503.30-24	MONTHLY ELECTRIC	46.79	
8745264008		000795	01	04/30/2013	530-0088-503.30-24	MONTHLY ELECTRIC	15.68	
						VENDOR TOTAL *	15,795.67	
0014623	00	COMCAST CABLE						
877120089001830001293			01	04/30/2013	110-2008-413.30-52	DIGITAL ADAPTER	8.46	
						VENDOR TOTAL *	8.46	
0008478	00	CONNELLY ELECTRIC						
189632		001264	01	04/30/2013	530-0088-503.80-19	OVERHEAD UTILITY RELOCATI	7,650.00	
						VENDOR TOTAL *	7,650.00	
0020980	00	CONRAD POLYGRAPH, INC						
1024		000888	01	04/30/2013	110-1003-412.30-52	POLYGRAPHS	2,400.00	

PREPARED 04/30/2013, 9:13:50
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 04/30/2013 CHECK DATE: 05/09/2013

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0020980	00	CONRAD POLYGRAPH, INC						
						VENDOR TOTAL *	2,400.00	
0011437	00	CONSTELLATION						
500000600491	001041		01	04/30/2013	510-6052-501.30-24	MONTHLY ELECTRIC	3,278.62	
500000600391	001042		01	04/30/2013	510-6052-501.30-24	MONTHLY ELECTRIC	3,443.65	
500000600271	001043		01	04/30/2013	510-6052-501.30-24	MONTHLY ELECTRIC	2,292.12	
						VENDOR TOTAL *	9,014.39	
0004107	00	CONTINENTAL WEATHER SERVICE						
12934	000853		01	04/30/2013	110-6042-433.30-98	MONTHLY WEATHER FORECAST	170.00	
						VENDOR TOTAL *	170.00	
0007535	00	CONTRACTORS EQUIPMENT RENTAL						
75037	000746		01	04/30/2013	110-4020-422.40-31	BLADES	95.00	
						VENDOR TOTAL *	95.00	
0011054	00	COULTER TRANSPORTATION CONSULTING						
343	001256		01	04/30/2013	110-6040-431.30-26	PROF ENG SVCS	1,125.00	
341	001257		01	04/30/2013	110-6040-431.30-26	PROF ENG SVCS	562.50	
						VENDOR TOTAL *	1,687.50	
0006771	00	CUMMINS/NPOWER LLC						
711-38483	000708		01	04/30/2013	110-6047-512.50-16	TRK/PARTS TRK#1	125.52	
						VENDOR TOTAL *	125.52	
0017726	00	CUZZONE, ANTHONY D - PD						
04/03/2013	001271		01	04/30/2013	110-5030-421.60-05	EXPENSE REIMBURSEMENT	48.26	
04/03/2013	001272		01	04/30/2013	110-5030-421.60-11	EXPENSE REIMBURSEMENT	9.28	
						VENDOR TOTAL *	57.54	
0000135	00	DARLEY & CO, W S						
04/24/2013	001357		01	04/30/2013	110-4020-422.40-22	STENCILED HOSE	2,000.00	
						VENDOR TOTAL *	2,000.00	
0006182	00	DELTA SONIC CAR WASH SYSTEMS						
7715345	001290		01	04/30/2013	110-6047-512.50-16	CAR WASHES	382.50	
						VENDOR TOTAL *	382.50	
0014305	00	DEPENDABLE BUSINESS FORMS						
15729	000883		01	04/30/2013	110-3015-414.60-11	CREDIT CARD HAND SANITIZE	271.09	
						VENDOR TOTAL *	271.09	
0013732	00	DILLON REPORTING SERVICE						
C-2897	001374		01	04/30/2013	110-6040-431.30-26	COURT REPORTING	185.00	
						VENDOR TOTAL *	185.00	
0021133	00	DOHERTY, SARA L						
18956	001266		01	04/30/2013	110-0000-260.02-00	VEHICLE STICKER REFUND	36.00	

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
0021133	00	DOHERTY, SARA L						
						VENDOR TOTAL *	36.00	
0003545 041013	00	DUDEK DESIGN 001310	01	04/30/2013	110-5030-421.40-33	BUSINESS CARDS	436.00	
						VENDOR TOTAL *	436.00	
0000624 L HOWELL	00	DUPAGE COUNTY CLERK 001019	01	04/30/2013	110-5030-421.60-37	NOTARY CERTIFICATE	10.00	
						VENDOR TOTAL *	10.00	
0000161 201304050283	00	DUPAGE COUNTY RECORDER 000641	01	04/30/2013	110-1001-411.30-54	RECORDING SVCS	33.00	
						VENDOR TOTAL *	33.00	
0007246 1759	00	DUPAGE COUNTY TREASURER-IT 001311	01	04/30/2013	110-5030-421.30-27	DATA PROCESSING FEE	250.00	
						VENDOR TOTAL *	250.00	
0000167 0001098 036219	00	DUPAGE TOPSOIL INC 001255 000767	01 01	04/30/2013 04/30/2013	110-6041-432.80-15 110-6043-434.40-59	SEMIS PULV SOIL TOPSOIL	1,733.28 630.00	
						VENDOR TOTAL *	2,363.28	
0016210 0019157-IN	00	DYNAMIC IMAGING SYSTEMS INC 001296	01	04/30/2013	110-2008-413.50-23	SOFTWARE MAINT	2,270.00	
						VENDOR TOTAL *	2,270.00	
0009707 0055602	00	E J EQUIPMENT INC 000707	01	04/30/2013	110-6047-512.50-16	TRK/PARTS PW170	89.52	
						VENDOR TOTAL *	89.52	
0020250 0499210-IN	00	EAGLE RECOGNITION 000909	01	04/30/2013	110-2007-413.60-23	SERVICE AWARD	198.00	
						VENDOR TOTAL *	198.00	
0020136 20090992	00	ELAN TECHNOLOGIES, INC 000880	01	04/30/2013	510-6051-501.50-03	PROF ENG SVCS	37,050.00	
						VENDOR TOTAL *	37,050.00	
0006402 94040	00	ELITE PROMOTIONS 001288	01	04/30/2013	110-5030-421.60-45	LITTER BAGS	253.77	
						VENDOR TOTAL *	253.77	
0000177 3529 3503 3504 3505	00	ELMHURST CHAMBER OF COMMERCE 001071 000884 000885 000886	01 01 01 01	04/30/2013 04/30/2013 04/30/2013 04/30/2013	110-1001-411.60-11 110-3015-414.30-52 110-3015-414.30-52 110-3015-414.30-52	LUNCHEON GOT IT ADS MEDIA MARCH ADS GOT IT ADS	30.00 500.00 492.00 89.00	

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						
0000177	00	ELMHURST CHAMBER OF COMMERCE						
3539	001070		01	04/30/2013	110-3015-414.30-52	GDT IT AD	250.00	
3556	001395		01	04/30/2013	110-3015-414.30-52	SUMMERTIME FUN POSTCARDS	399.00	
3359	000524		01	04/30/2013	110-7060-451.60-37	NAME BADGE	12.00	
VENDOR TOTAL *							1,772.00	
0014621	00	ELMHURST CLAIMS ACCOUNT - CLAIM SVC						
7504366944	000465		01	04/30/2013	110-4020-422.20-07	SELF INSURED LOSS FUND	1,008.75	
7504366944	000671		01	04/30/2013	110-4020-422.20-07	SELF INSURED LOSS FUND	1,614.90	
7504366944	001346		01	04/24/2013	110-4020-422.20-07	SELF INSURED LOSS FUND	CHECK #: 163324	7,541.59
7504366944	000466		01	04/30/2013	110-5030-421.20-07	SELF INSURED LOSS FUND	6,413.82	
7504366944	000672		01	04/30/2013	110-5030-421.20-07	SELF INSURED LOSS FUND	156.86	
7504366944	001347		01	04/24/2013	110-5030-421.20-07	SELF INSURED LOSS FUND	CHECK #: 163324	99.00
7504366944	000467		01	04/30/2013	110-6040-431.20-07	SELF INSURED LOSS FUND	5,148.90	
7504366944	000673		01	04/30/2013	110-6040-431.20-07	SELF INSURED LOSS FUND	4,248.14	
7504366944	001348		01	04/24/2013	110-6040-431.20-07	SELF INSURED LOSS FUND	CHECK #: 163324	5,166.55
7504366944	000468		01	04/30/2013	510-6050-501.20-07	SELF INSURED LOSS FUND	9,188.56	
7504366944	000674		01	04/30/2013	510-6050-501.20-07	SELF INSURED LOSS FUND	15,749.72	
7504366944	001349		01	04/24/2013	510-6050-501.20-07	SELF INSURED LOSS FUND	CHECK #: 163324	4,931.17
7504366944	000469		01	04/30/2013	510-6055-502.20-07	SELF INSURED LOSS FUND	1,597.37	
7504366944	000675		01	04/30/2013	510-6055-502.20-07	SELF INSURED LOSS FUND	2,049.47	
7504366944	001350		01	04/24/2013	510-6055-502.20-07	SELF INSURED LOSS FUND	CHECK #: 163324	18,923.24
VENDOR TOTAL *							47,176.49	36,661.55
0018248	00	ELMHURST CLAIMS ACCT (NOVAPRO)						
7504366944	001351		01	04/24/2013	110-0082-416.60-28	SELF INSURED LOSS FUND	CHECK #: 163325	9,262.32
VENDOR TOTAL *							.00	9,262.32
0015836	00	ELMHURST INDEPENDENT - ROCK VALLEY						
112788	001391		01	04/30/2013	110-6040-431.30-54	LEGAL NOTICE	55.13	
112789	001393		01	04/30/2013	110-6040-431.30-54	LEGAL NOTICE	25.88	
112788	001392		01	04/30/2013	510-6050-501.30-54	LEGAL NOTICE	55.12	
112789	001394		01	04/30/2013	510-6050-501.30-54	LEGAL NOTICE	25.87	
VENDOR TOTAL *							162.00	
0019941	00	ELMHURST MEMORIAL HOSP POB 4052						
74717	000905		01	04/30/2013	110-1003-412.30-47	PHYSICAL/DRUG SCREEN	295.00	
74717	000904		01	04/30/2013	110-2007-413.30-47	PHYSICAL/DRUG SCREEN	465.00	
VENDOR TOTAL *							760.00	
0000188	00	ELMHURST PARK DISTRICT						
01680	000539		01	04/30/2013	110-0000-313.03-03	MUNICIPAL TAX REIMBURSE	102.79	
01682	001069		01	04/30/2013	110-0000-313.03-03	MUNICIPAL TAX REIMBURSE	22.01	
VENDOR TOTAL *							124.80	
0000193	00	ELMHURST POSTMASTER-PERMIT 47						
85001	001333		01	04/30/2013	110-1001-411.30-49	BRM ANNUAL MAINT	635.00	
04052013	001336		01	04/08/2013	510-6050-501.30-49	WATER/SEWER MAILING	CHECK #: 162926	1,800.00
04052013	001337		01	04/08/2013	510-6055-502.30-49	WATER/SEWER MAILING	CHECK #: 162926	1,800.00

PREPARED 04/30/2013, 9:13:50
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 04/30/2013 CHECK DATE: 05/09/2013
 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
0000193	00	ELMHURST POSTMASTER-PERMIT 47						
						VENDOR TOTAL *	635.00	3,600.00
0018815	00	ELMHURST PUBLIC LIBRARY						
04/17/2013	000881		01	04/30/2013	110-2007-413.60-23	DONATION	100.00	
						VENDOR TOTAL *	100.00	
0021122	00	EMERALD DATA SOLUTIONS						
7437	001067		01	04/30/2013	110-2008-413.80-31	COMPUTER SOFTWARE	9,000.00	
7437	001068		01	04/30/2013	110-2008-413.30-52	PROFESSIONAL SVCS	1,000.00	
						VENDOR TOTAL *	10,000.00	
0017007	00	FACILITY SOLUTIONS GROUP						
2941985-00	000670		01	04/30/2013	110-6044-435.40-28	LUMINARIES	513.10	
						VENDOR TOTAL *	513.10	
0000685	00	FIFTH THIRD BANK						
1310145669	001342		01	04/24/2013	310-0089-461.30-05	BANKING FEES	CHECK #: 163322	500.00
1310145669	001343		01	04/24/2013	320-0090-462.30-05	BANKING FEES	CHECK #: 163322	500.00
1310145669	001344		01	04/24/2013	325-0092-465.30-05	BANKING FEES	CHECK #: 163322	500.00
						VENDOR TOTAL *	.00	1,500.00
0006925	00	FIRE ENGRG						
343888	001094		01	04/30/2013	110-4020-422.60-11	SUBSCRIPTION	29.00	
123645	001185		01	04/30/2013	110-4020-422.60-11	SUBSCRIPTION	29.00	
						VENDOR TOTAL *	58.00	
0017101	00	FIRE SERVICE, INC						
6491	000706		01	04/30/2013	110-6047-512.50-16	TRK/PARTS SQUAD#1	121.10	
						VENDOR TOTAL *	121.10	
0005438	00	FLEET SAFETY SUPPLY						
57471	000703		01	04/30/2013	110-5030-421.40-98	RESTOCKING SUPPLIES	10.95	
						VENDOR TOTAL *	10.95	
0019713	00	FLEETPRIDE						
53346673	000704		01	04/30/2013	110-6047-512.50-16	TRK/PARTS PW29	167.10	
53401513	000705		01	04/30/2013	110-6047-512.50-16	TRK/PARTS PW34	47.64	
						VENDOR TOTAL *	214.74	
0003165	00	FLEXIBLE						
2970	000659		01	04/30/2013	110-6041-432.40-52	WANDS	438.80	
2966	000686		01	04/30/2013	110-6041-432.40-52	WANDS	438.80	
						VENDOR TOTAL *	877.60	
0020947	00	FLEXIBLE BENEFIT SVC CORP						
751449	000889		01	04/30/2013	110-1001-411.20-04	HEALTH INS	5.29	
751449	000890		01	04/30/2013	110-2006-413.20-04	HEALTH INS	13.63	
751449	000891		01	04/30/2013	110-2007-413.20-04	HEALTH INS	4.25	

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
0020947	00	FLEXIBLE BENEFIT SVC CORP						
751449	000892		01	04/30/2013	110-2008-413.20-04	HEALTH INS	4.81	
751449	000893		01	04/30/2013	110-3015-414.20-04	HEALTH INS	1.59	
751449	000894		01	04/30/2013	110-4020-422.20-04	HEALTH INS	66.80	
751449	000895		01	04/30/2013	110-4025-424.20-04	HEALTH INS	12.58	
751449	000896		01	04/30/2013	110-5030-421.20-04	HEALTH INS	108.89	
751449	000897		01	04/30/2013	110-6040-431.20-04	HEALTH INS	69.89	
751449	000898		01	04/30/2013	110-7060-451.20-04	HEALTH INS	2.12	
751449	000902		01	04/30/2013	210-8070-452.20-04	HEALTH INS	21.47	
751449	000899		01	04/30/2013	510-6050-501.20-04	HEALTH INS	25.30	
751449	000900		01	04/30/2013	510-6055-502.20-04	HEALTH INS	22.06	
751449	000901		01	04/30/2013	530-0088-503.20-04	HEALTH INS	2.32	
						VENDOR TOTAL *	361.00	
0017446	00	FMP - FACTORY MOTOR PARTS						
61-186537	000668		01	04/30/2013	110-6047-512.40-34	OIL	291.36	
1-4146801	000835		01	04/30/2013	110-6047-512.50-16	PARTS/SUPPLIES	43.26	
50-623596	001207		01	04/30/2013	110-6047-512.50-16	PARTS/SUPPLIES	39.48	
61-187456	001208		01	04/30/2013	110-6047-512.50-16	PARTS/SUPPLIES	62.63	
						VENDOR TOTAL *	436.73	
0002222	00	FORESMAN, RICH						
04/01-04/14/13	000679		01	04/30/2013	110-0086-453.30-52	CATV PROF SVCS	189.00	
						VENDOR TOTAL *	189.00	
0000986	00	FREEWAY FORD						
422665	000702		01	04/30/2013	110-6047-512.50-16	TRK/PARTS PW33/STOCK	194.70	
						VENDOR TOTAL *	194.70	
0013847	00	FRY'S ELECTRONICS, INC						
6381326	001294		01	04/30/2013	110-2008-413.40-72	VIDEO CARD/POWER SUPPLY	102.98	
						VENDOR TOTAL *	102.98	
0010732	00	FULLIFE SAFETY CENTER						
21919	000734		01	04/30/2013	110-6041-432.40-98	SUPPLIES	38.31	
21919	000735		01	04/30/2013	110-6043-434.40-98	SUPPLIES	38.31	
21919	000736		01	04/30/2013	110-6044-435.40-98	SUPPLIES	38.31	
21919	000737		01	04/30/2013	110-6046-418.40-98	SUPPLIES	38.31	
21919	000738		01	04/30/2013	110-6047-512.40-98	SUPPLIES	38.32	
21919	000739		01	04/30/2013	510-6052-501.40-98	SUPPLIES	38.32	
21919	000741		01	04/30/2013	510-6057-502.40-98	SUPPLIES	38.32	
						VENDOR TOTAL *	268.20	
0015336	00	FULTON TECHNOLOGIES, INC						
U-20130715	000745		01	04/30/2013	110-4022-423.30-12	RTU BATTERY	210.00	
						VENDOR TOTAL *	210.00	
0008274	00	GALLAGHER MATERIALS, INC						
628313MB	000517		01	04/30/2013	110-6041-432.40-02	ASPHALT	2,292.84	

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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	
0008274	00	GALLAGHER MATERIALS, INC							
628375MB		000838	01	04/30/2013	110-6041-432.40-02	ASPHALT	2,392.20		
628412MB		001379	01	04/30/2013	110-6041-432.40-02	ASPHALT	2,398.68		
VENDOR TOTAL *							7,083.72		
0001432	00	GALLS, LLC							
000524751		001210	01	04/30/2013	110-5030-421.40-98	SUPPLIES	155.34		
VENDOR TOTAL *							155.34		
0005614	00	GAYLORD BROS, INC							
2152815		000525	01	04/30/2013	110-7060-451.60-64	ARCHIVES EXPENSES	154.15		
2517774		001358	01	04/30/2013	110-7060-451.60-64	ARCHIVIST EXPENSES	72.34		
VENDOR TOTAL *							226.49		
0009816	00	GENERAL TRUCK PARTS							
02 401962		000862	01	04/30/2013	110-6047-512.50-02	TRK/PARTS PW26	794.43		
VENDOR TOTAL *							794.43		
0021077	00	GLACKEN & ASSOCS							
04/18-04/19/13		009361	01	04/04/2013	110-5030-421.60-11	TRAINING CLASS	CHECK #:	162734	265.00-
VENDOR TOTAL *							.00	265.00-	
0009695	00	GLASS SOLUTIONS INC							
405F,404F		000887	01	04/30/2013	110-0000-260.02-00	VEHICLE STICKER REFUND	360.00		
VENDOR TOTAL *							360.00		
0018185	00	GLOBAL EMERGENCY PRODUCTS							
AG33186		000699	01	04/30/2013	110-6047-512.50-16	TRK/PARTS ENG#2	41.47		
AG33191		000700	01	04/30/2013	110-6047-512.50-16	TRK/PARTS ENG#2	257.08		
AG33201		000701	01	04/30/2013	110-6047-512.50-16	TRK/PARTS ENG#2	28.40		
VENDOR TOTAL *							326.95		
0000242	00	GRAINGER							
9109152463		000844	01	04/30/2013	110-4020-422.40-98	SUPPLIES	30.41		
9109152463		000845	01	04/30/2013	110-5030-421.40-98	SUPPLIES	30.41		
9109152463		000846	01	04/30/2013	110-6041-432.40-98	SUPPLIES	30.41		
9109152463		000847	01	04/30/2013	110-6043-434.40-98	SUPPLIES	30.41		
9089682083		000764	01	04/30/2013	110-6044-435.40-60	RELAYS REPLACEMENT	274.20		
9113935051		000766	01	04/30/2013	110-6044-435.40-98	SUPPLIES	82.31		
9109152463		000848	01	04/30/2013	110-6044-435.40-98	SUPPLIES	30.41		
9109152463		000849	01	04/30/2013	110-6046-418.40-98	SUPPLIES	30.41		
9113935051		000765	01	04/30/2013	110-6047-512.40-98	SUPPLIES	166.80		
9109152463		000850	01	04/30/2013	110-6047-512.40-98	SUPPLIES	30.40		
9109152463		000851	01	04/30/2013	510-6052-501.40-98	SUPPLIES	30.40		
9109152463		000852	01	04/30/2013	510-6057-502.40-98	SUPPLIES	30.40		
VENDOR TOTAL *							796.97		
0021081	00	GREENSPAN, JEFFREY D							
3-13-ADMIN		000522	01	04/30/2013	110-0081-415.30-36	ADMINISTRATIVE HEARING	525.00		

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0021081	00	GREENSPAN, JEFFREY D					
					VENDOR TOTAL *	525.00	
0015469 04/15/2013	00 001027	GROTTO DESIGN, INC	01 04/30/2013	110-7060-451.30-52	SPRING CALENDAR	500.00	
					VENDOR TOTAL *	500.00	
0000254 8240201	00 001215	HACH CO	01 04/30/2013	510-6057-502.40-25	LAB SUPPLIES	185.95	
					VENDOR TOTAL *	185.95	
0000255 MAY 2013	00 000820	HAHN & ASSOCS, LTD	01 04/30/2013	110-5030-421.30-48	SOCIAL SVCS	4,203.04	
					VENDOR TOTAL *	4,203.04	
0012878 857619	00 001302	HANOVER ARCHITECTURAL PRODS	01 04/30/2013	110-6041-432.40-48	BRICK WORK/SIDEWALKS	1,000.00	
					VENDOR TOTAL *	1,000.00	
0005803 04/01-04/14/13	00 000677	HARRISON, JONATHAN	01 04/30/2013	110-0086-453.30-52	CATV PROF SVCS	102.00	
					VENDOR TOTAL *	102.00	
0007164 03/10/2013	00 000724	HASSLER, JAMES	01 04/30/2013	110-6040-431.60-11	EXPENSE REIMBURSEMENT	129.00	
					VENDOR TOTAL *	129.00	
0021011 04/03/2013 04/03/2013 04/12/2013 04/12/2013	00 000565 000566 001269 001270	HAWKINS, CARL	01 04/30/2013 01 04/30/2013 01 04/30/2013 01 04/30/2013	110-5030-421.60-05 110-5030-421.60-11 110-5030-421.60-05 110-5030-421.60-11	EXPENSE REIMBURSEMENT EXPENSE REIMBURSEMENT EXPENSE REIMBURSEMENT EXPENSE REIMBURSEMENT	20.40 10.00 8.71 10.00	
					VENDOR TOTAL *	49.11	
0015904 6865136	00 001079	HD SUPPLY WATERWORKS, LTD	01 04/30/2013	510-6052-501.40-23	HYDRANT REPAIR	196.00	
					VENDOR TOTAL *	196.00	
0011839 014582 014582 014582 014582 014582 014582 014582 014582 014582 014582 014582	00 001044 001045 001046 001047 001048 001049 001050 001051 001052 001053	HEALTHCARE SERVICE CORP	01 04/30/2013 01 04/30/2013	110-1001-411.20-04 110-2006-413.20-04 110-2007-413.20-04 110-2008-413.20-04 110-3015-414.20-04 110-4020-422.20-04 110-4025-424.20-04 110-5030-421.20-04 110-6040-431.20-04 110-7060-451.20-04	HEALTH INS HEALTH INS	5,516.62 14,206.72 4,426.26 5,017.95 1,661.47 69,632.13 13,115.59 113,508.10 27,451.17 2,206.65	

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0011839	00	HEALTHCARE SERVICE CORP						
014582		001057	01	04/30/2013	210-8070-452.20-04	HEALTH INS	22,377.56	
014582		001054	01	04/30/2013	510-6050-501.20-04	HEALTH INS	5,903.96	
014582		001055	01	04/30/2013	510-6055-502.20-04	HEALTH INS	6,672.55	
014582		001056	01	04/30/2013	530-0088-503.20-04	HEALTH INS	2,417.09	
VENDOR TOTAL *							294,113.82	
0020470	00	HEDMAN, ERIC						
04/24/2013		001356	01	04/30/2013	110-4020-422.60-11	EXPENSE REIMBURSEMENT	138.08	
VENDOR TOTAL *							138.08	
0020450	00	HERITAGE FS, INC 58						
78468		000538	01	04/30/2013	110-6047-512.40-19	GASOLINE	25,288.00	
78516		001254	01	04/30/2013	110-6047-512.40-18	DIESEL FUEL	22,606.50	
VENDOR TOTAL *							47,894.50	
0008340	00	HIGH PSI LTD						
37142		000859	01	04/30/2013	110-6047-512.50-02	COMMERCIAL REPAIRS	142.50	
37142		000860	01	04/30/2013	110-6047-512.40-24	SOAP	299.00	
37142		000861	01	04/30/2013	110-6047-512.50-01	PARTS REPAIR	207.31	
VENDOR TOTAL *							648.81	
0021045	00	HOEKSTRA, DAVE						
04/08/2013		000536	01	04/30/2013	110-7060-451.60-39	EXHIBIT RELATED EXPENSES	59.36	
VENDOR TOTAL *							59.36	
0012341	00	HOME DEPOT 1982-OAKBROOK TERR						
009484/5024152		000518	01	04/30/2013	110-6041-432.40-98	PAINT	83.01	
010805/4024461		000921	01	04/30/2013	110-6041-432.40-98	PAINT	8.53	
010497/4024575		000978	01	04/30/2013	110-6041-432.40-98	MAILBOX REPAIR	25.13	
VENDOR TOTAL *							116.67	
0016781	00	HONDA HOUSE OF ELMHURST						
4179735		000698	01	04/30/2013	110-6047-512.50-16	TRK/PARTS PW199	3.75	
VENDOR TOTAL *							3.75	
0017543	00	HORNER, CHRIS						
04/24/2013		001370	01	04/30/2013	110-5030-421.60-05	EXPENSE REIMBURSEMENT	40.79	
04/24/2013		001371	01	04/30/2013	110-5030-421.60-11	EXPENSE REIMBURSEMENT	10.00	
VENDOR TOTAL *							50.79	
0001000	00	IBM CORP						
4308623		000731	01	04/30/2013	110-2008-413.50-23	SOFTWARE MAINT	1,154.31	
4308623		000732	01	04/30/2013	110-2008-413.50-22	HARDWARE MAINT	1,326.09	
VENDOR TOTAL *							2,480.40	
0007198	00	IL DEPT OF TRANSPORTATION-SPRFLD						
105875		001259	01	04/30/2013	110-6041-432.80-15	CONSTRUCTION REIMBURSE	13,124.12	
VENDOR TOTAL *							13,124.12	
0002321	00	IL FIRE INSPECTORS ASSN						

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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
0002321 15103	00	IL FIRE INSPECTORS ASSN 001093	01	04/30/2013	110-4020-422.60-11	MEMBERSHIP	95.00	
						VENDOR TOTAL *	95.00	
0007667 9491950	00	IL OFFICE OF THE STATE FIRE MARSHAL 000665	01	04/30/2013	510-6057-502.50-08	BOILER INSPECTION	100.00	
						VENDOR TOTAL *	100.00	
0000291 CASE #12-044559001282	00	IL SEC OF STATE - TITLE APPLIC FEES,CK GRP-1 001282	01	04/30/2013	110-5030-421.60-27	TITLE APPLICATION FEE	95.00	
						VENDOR TOTAL *	95.00	
0019187 L66312528	00	IL STATE POLICE-LIQUOR CONTROL COMM 000769	01	04/30/2013	110-5030-421.30-98	1631/LIQUOR CONTROL COMM	31.50	
						VENDOR TOTAL *	31.50	
0008629 53090 53091 61047 73637 85594	00	IMSA 001240 001241 001242 001243 001244	01	04/30/2013	110-6040-431.60-37	MEMBERSHIP	70.00	
						MEMBERSHIP	70.00	
						MEMBERSHIP	70.00	
						MEMBERSHIP	70.00	
						MEMBERSHIP	70.00	
						VENDOR TOTAL *	350.00	
0011357 404213	00	INDUSTRIAL FABRICS CORP 000872	01	04/30/2013	510-6057-502.50-08	PRESS BELTS	985.00	
						VENDOR TOTAL *	985.00	
0015044 37843	00	INDUSTRIAL STEEL SERVICE CENTER INC 000854	01	04/30/2013	110-6041-432.40-98	TRASH CAN REPAIR	100.00	
						VENDOR TOTAL *	100.00	
0006347 002-2149979	00	INLAND COMMERCIAL PROPERTY MGT INC 001286	01	04/30/2013	530-0088-503.50-15	MONTHLY MAINT CONTRACT	1,150.00	
						VENDOR TOTAL *	1,150.00	
0001896 165254	00	INSITUFORM TECHNOLOGIES USA INC 000870	01	04/30/2013	510-6056-502.80-13	SEWER CIPP LINING PROJECT	253,671.30	
						VENDOR TOTAL *	253,671.30	
0021132 INUV07095	00	INTERNATIONAL ROAD DYNAMICS CORP 001263	01	04/30/2013	110-6040-431.40-98	BATTERIES	126.27	
						VENDOR TOTAL *	126.27	
0000302 84451	00	INTL ASSN OF FIRE CHIEFS 001364	01	04/30/2013	110-4020-422.60-37	MEMBERSHIP	209.00	
						VENDOR TOTAL *	209.00	
0009823	00	INTL CODE COUNCIL-ACCTS RECEIVABLE						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0009823	00	INTL CODE COUNCIL-ACCTS RECEIVABLE						
INV0270672		000826	01	04/30/2013	110-4025-424.40-12	CODE BOOKS	457.50	
INV0272612		000882	01	04/30/2013	110-4025-424.40-12	CODE BOOKS	116.90	
						VENDOR TOTAL *	574.40	
0008180	00	J GARDNER & ASSOCS						
7765		001354	01	04/30/2013	110-5030-421.60-45	JR STAR BADGES	665.00	
						VENDOR TOTAL *	665.00	
0007293	00	JENSEN SALES, LEE						
127354		000866	01	04/30/2013	510-6052-501.40-31	LAMPS	2,538.00	
						VENDOR TOTAL *	2,538.00	
0000976	00	JIM'S TOWING,CK GRP-1						
101001		001281	01	04/30/2013	110-5030-421.60-27	TOWING SVC/CASE#13-010974	350.00	
						VENDOR TOTAL *	350.00	
0002709	00	JOHNSON, VALERIE						
000014		001339	01	04/24/2013	110-0085-417.60-12	EXPENSE REIMBURSEMENT	CHECK #: 163321	527.74
808540		001340	01	04/24/2013	110-0085-417.60-12	EXPENSE REIMBURSEMENT	CHECK #: 163321	542.47
						VENDOR TOTAL *	.00	1,070.21
0013509	00	K A STEEL CHEMICALS INC						
0858760-IN		001380	01	04/30/2013	510-6057-502.40-10	SODIUM HYPOCHLORITE	3,076.04	
						VENDOR TOTAL *	3,076.04	
0000314	00	KALE UNIFORMS						
836355		000749	01	04/30/2013	110-4020-422.60-86	FOOTWEAR	104.08	
						VENDOR TOTAL *	104.08	
0019654	00	KANE, MCKENNA & ASSOCIATES INC						
11601		000631	01	04/30/2013	110-3015-414.30-52	PROFESSIONAL SVCS	81.25	
						VENDOR TOTAL *	81.25	
0000318	00	KARA CO INC						
289914		001262	01	04/30/2013	110-6040-431.40-98	SUPPLIES	341.52	
						VENDOR TOTAL *	341.52	
0000676	00	KAZARIAN, DENNIS						
04/17/2013		001276	01	04/30/2013	110-5030-421.60-05	EXPENSE REIMBURSEMENT	44.28	
04/17/2013		001277	01	04/30/2013	110-5030-421.60-11	EXPENSE REIMBURSEMENT	10.00	
						VENDOR TOTAL *	54.28	
0011896	00	KIMBALL MIDWEST						
2904211		000697	01	04/30/2013	110-6047-512.50-16	NUTS/BOLTS/SUPPLIES	489.35	
						VENDOR TOTAL *	489.35	
0015276	00	KING, DAVID & ASSOCS, INC						
4267		000521	01	04/30/2013	110-6046-418.60-69	PROPERTY MANAGEMENT SVCS	1,377.76	

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0015276 4266	00	KING, DAVID & ASSOCS, INC 000520	01 04/30/2013	330-0095-465.30-52	PROFESSIONAL SVCS	1,000.00	
					VENDOR TOTAL *	2,377.76	
0015660 30165 30173 29539	00	KINGS POINT TRUCK LANE, INC 000696 001226 001307	01 04/30/2013 01 04/30/2013 01 04/30/2013	110-6047-512.50-02 110-6047-512.50-02 110-6047-512.50-02	SAFETY TEST/PW89 SAFETY TEST/PW53, PW98, PW SAFETY TEST/PW116, PW115	37.00 100.00 112.00	
					VENDOR TOTAL *	249.00	
0021131 712D	00	KOHL, LAWRENCE 001253	01 04/30/2013	110-0000-260.02-00	VEHICLE STICKER REFUND	36.00	
					VENDOR TOTAL *	36.00	
0003629 223759446	00	KONICA MINOLTA BUSINESS SOLUTIONS 001383	01 04/30/2013	110-2008-413.40-73	FAX KIT/CONNECTION	722.00	
					VENDOR TOTAL *	722.00	
0018341 7268 7266 7267	00	KOZ TRUCKING, INC 000662 000660 000661	01 04/30/2013 01 04/30/2013 01 04/30/2013	510-6052-501.30-81 510-6056-502.40-49 510-6056-502.40-49	HAULING SVCS STONE STONE	3,400.00 1,436.71 1,258.60	
					VENDOR TOTAL *	6,095.31	
0012568 04/22-04/23/13	00	KRUEGER, JASON 001368	01 04/30/2013	110-5030-421.60-11	EXPENSE REIMBURSEMENT	40.00	
					VENDOR TOTAL *	40.00	
0017528 0196837-1N	00	L-3 COM MOBILE VISION INC 000695	01 04/30/2013	110-5030-421.60-75	TRK/PARTS PD-12/STOCK	121.90	
					VENDOR TOTAL *	121.90	
0016626 13-11248 13-11247	00	LAI, LTD 001074 001381	01 04/30/2013 01 04/30/2013	510-6057-502.50-08 510-6057-502.50-08	MOTOR REPLACEMENT PUMP REPAIR	19,881.39 1,575.10	
					VENDOR TOTAL *	21,456.49	
0000800 2003218	00	LASER ASSOCS, STEPHEN A 000913	01 04/30/2013	110-1003-412.30-52	INDIVIDUAL ASSESSMENT	1,100.00	
					VENDOR TOTAL *	1,100.00	
0002524 1675205	00	LAW BULLETIN 000821	01 04/30/2013	110-5030-421.30-98	COURT DOCKETS	105.00	
					VENDOR TOTAL *	105.00	
0013313 949048 949091 949101	00	LEACH ENTERPRISES, INC 000557 000558 000559	01 04/30/2013 01 04/30/2013 01 04/30/2013	110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16	FILTERS FILTERS FILTERS	220.87 60.19 21.48	

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0013313	00	LEACH ENTERPRISES, INC						
949246	000684		01	04/30/2013	110-6047-512.50-16	FILTERS	137.90	
949312	000920		01	04/30/2013	110-6047-512.50-16	FILTERS	58.17	
949658	001077		01	04/30/2013	110-6047-512.50-16	FILTERS	18.09	
949687	001078		01	04/30/2013	110-6047-512.50-16	FILTERS	54.66	
						VENDOR TOTAL *	571.36	
0006622	00	LEN'S ACE HARDWARE						
K25953/1	000718		01	04/30/2013	110-6047-512.50-16	BOLTS/NUTS/SCREWS	25.78	
						VENDOR TOTAL *	25.78	
0012723	00	LEXISNEXIS						
152580520130331000560			01	04/30/2013	110-5030-421.30-98	OFFENDER INFORMATION	85.35	
103874020130331000562			01	04/30/2013	110-5030-421.30-98	MONTHLY SVCS	573.94	
152580520130331000561			01	04/30/2013	530-0088-503.30-09	OFFENDER INFORMATION	28.46	
						VENDOR TOTAL *	687.75	
0017643	00	LIGHT BULB DEPOT						
31289884	000550		01	04/30/2013	110-6044-435.40-26	LAMPS	370.56	
31288820	000637		01	04/30/2013	110-6044-435.40-26	LAMPS	477.60	
31298411	000831		01	04/30/2013	110-6044-435.40-26	LAMPS	170.40	
31298410	001076		01	04/30/2013	110-6044-435.40-26	LAMPS	186.47	
						VENDOR TOTAL *	1,205.03	
0000509	00	LILJEBERG, GLEN R						
04/01-04/14/13	000681		01	04/30/2013	110-0086-453.30-52	CATV PROF SVCS	369.00	
						VENDOR TOTAL *	369.00	
0019803	00	LOCICERO, MIKE						
04/22/2013	001361		01	04/30/2013	110-7060-451.60-39	EXPENSE REIMBURSEMENT	85.41	
						VENDOR TOTAL *	85.41	
0006582	00	LUND INDUSTRIES, INC						
75634	000694		01	04/30/2013	110-4020-422.40-41	TRK/PARTS F-12	33.80	
						VENDOR TOTAL *	33.80	
0007486	00	MAMMA MARIA'S PIZZA						
14	001345		01	04/30/2013	110-5030-421.60-08	MEETING REFRESHMENTS	66.75	
						VENDOR TOTAL *	66.75	
0007259	00	MARCOTT ENTERPRISES, INC						
16619	001375		01	04/30/2013	110-0085-417.60-12	SAND	2,823.10	
						VENDOR TOTAL *	2,823.10	
0000358	00	MARTIN IMPLEMENT SALES						
A25155	001398		01	04/30/2013	110-6047-512.50-16	TRK/PARTS PW60	121.54	
A25180	001399		01	04/30/2013	110-6047-512.50-16	TRK/PARTS PW60	166.82	
						VENDOR TOTAL *	288.36	
0010780	00	MASTERS, KEN						

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0010780	00	MASTERS, KEN						
04/01-04/14/13	000680		01	04/30/2013	110-0086-453.30-52	CATV PROF SVCS	162.50	
							VENDOR TOTAL *	162.50
0018236	00	MCCOLLUM, AMY						
04/25/2013	001389		01	04/30/2013	110-5030-421.60-11	EXPENSE REIMBURSEMENT	459.33	
							VENDOR TOTAL *	459.33
0001049	00	MCI						
08611797999	000779		01	04/30/2013	110-0086-453.30-75	MONTHLY PHONE	.86	
08611797999	000790		01	04/30/2013	110-0094-454.30-75	MONTHLY PHONE	32.94	
08611797999	000780		01	04/30/2013	110-1001-411.30-75	MONTHLY PHONE	29.18	
08611797999	000781		01	04/30/2013	110-2006-413.30-75	MONTHLY PHONE	38.52	
08611797999	000788		01	04/30/2013	110-2007-413.30-75	MONTHLY PHONE	13.78	
08611797999	000789		01	04/30/2013	110-2008-413.30-75	MONTHLY PHONE	8.06	
08611797999	000782		01	04/30/2013	110-3015-414.30-75	MONTHLY PHONE	8.89	
08611797999	000783		01	04/30/2013	110-4020-422.30-75	MONTHLY PHONE	22.33	
08611797999	000784		01	04/30/2013	110-5030-421.30-75	MONTHLY PHONE	84.58	
08611797999	000785		01	04/30/2013	110-6040-431.30-75	MONTHLY PHONE	28.89	
08611797999	000786		01	04/30/2013	110-7060-451.30-75	MONTHLY PHONE	16.12	
08611797999	000787		01	04/30/2013	510-6055-502.30-75	MONTHLY PHONE	6.28	
							VENDOR TOTAL *	290.43
0002941	00	MCMMASTER-CARR SUPPLY CO-A/P ADDRESS						
49253678	001092		01	04/30/2013	110-4020-422.50-08	SHELVING/CARGO NET	35.90	
50086233	001180		01	04/30/2013	110-6041-432.40-98	SCREWS/NUTS	27.61	
50082004	001181		01	04/30/2013	110-6041-432.40-98	SCREWS	21.80	
47958500	000760		01	04/30/2013	110-6044-435.40-60	RELAYS	222.61	
49986561	001090		01	04/30/2013	110-6047-512.50-16	TRK/PARTS PD-3,PD-5,PD-8	72.36	
50257062	001091		01	04/30/2013	110-6047-512.50-16	TRK/PARTS PW129	7.19	
49535282	001029		01	04/30/2013	110-7060-451.60-39	ROUND PANEL STANDOFFS	160.38	
48848292	000666		01	04/30/2013	510-6057-502.50-08	SLIP TUBE REPAIR	12.57	
49065466	000873		01	04/30/2013	510-6057-502.50-08	SLIP TUBE REPAIR	241.89	
49064919	000874		01	04/30/2013	510-6057-502.50-08	SLIP TUBE REPAIR	198.94	
49363786	000875		01	04/30/2013	510-6057-502.50-01	SUMP PUMP REPLACEMENT	383.44	
							VENDOR TOTAL *	1,384.69
0021135	00	MCMNAMARA, JAMES						
27098	001355		01	04/30/2013	110-0000-316.00-00	TRANSFER STAMP REFUND	1,500.00	
							VENDOR TOTAL *	1,500.00
0000366	00	MEL'S ACE HARDWARE						
422016/4	000915		01	04/30/2013	110-6047-512.50-16	TRK/ PARTS F-99	19.33	
422060/4	001089		01	04/30/2013	110-6047-512.50-16	PUMP/PW199	5.84	
421999/4	000914		01	04/30/2013	510-6056-502.40-98	LITE PLUG-IN	13.49	
421925/4	000664		01	04/30/2013	510-6057-502.50-08	SLIP TUBE REPAIR	11.68	
421990/4	000916		01	04/30/2013	510-6057-502.50-01	WATER VALVE REPLACEMENT	10.15	
421976/4	000917		01	04/30/2013	510-6057-502.50-01	SUMP PUMP REPAIR	9.44	
421970/4	000918		01	04/30/2013	510-6057-502.50-01	SUMP PUMP REPAIR	5.20	

PREPARED 04/30/2013, 9:13:50
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 04/30/2013 CHECK DATE: 05/09/2013
 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
0000366	00	MEL'S ACE HARDWARE						
						VENDOR TOTAL *	75.13	
0021134	00	MERIT EMPLOYMENT ASSESSMENT SVCS						
20131806	001246		01	04/30/2013	110-2007-413.30-52	WRITTEN EXAM	3,052.53	
						VENDOR TOTAL *	3,052.53	
0000368	00	METRO PARAMEDIC SERVICES, INC						
278-001873	001073		01	04/30/2013	110-0084-442.30-01	AMBULANCE SVC/MAY 2013	10,799.33	
						VENDOR TOTAL *	10,799.33	
0009371	00	MICRO CENTER A/R						
3071938	000728		01	04/30/2013	110-2008-413.40-72	COMPUTER HARDWARE	263.90	
3073914	000730		01	04/30/2013	110-2008-413.40-72	COMPUTER HARDWARE	145.96	
3081174	001291		01	04/30/2013	110-2008-413.40-72	BACKUP DRIVES	365.91	
3077237	001292		01	04/30/2013	110-2008-413.40-72	LASERJET	449.99	
3071938	000729		01	04/30/2013	110-4022-423.50-03	MONITOR	399.99	
						VENDOR TOTAL *	1,625.75	
0020523	00	MID-TOWN PETROLEUM (2069)						
0746572-IN	001085		01	04/30/2013	110-6047-512.40-34	OIL	664.60	
0746574-IN	001086		01	04/30/2013	110-6047-512.40-34	OIL	692.90	
						VENDOR TOTAL *	1,357.50	
0000512	00	MID-TOWN PETROLEUM (2070)						
0746069-IN	001378		01	04/30/2013	510-6057-502.40-34	OIL	1,252.40	
						VENDOR TOTAL *	1,252.40	
0000631	00	MIDWEST ELECTRICAL APPLIANCE						
93811	001365		01	04/30/2013	110-4020-422.50-01	BROILER REPAIR	663.00	
						VENDOR TOTAL *	663.00	
0017125	00	MIDWEST OPERATING ENGRS BENEFITS						
JUNE 2013	001058		01	04/30/2013	110-6040-431.20-04	HEALTH INS	48,790.00	
JUNE 2013	001060		01	04/30/2013	510-6050-501.20-04	HEALTH INS	22,340.00	
JUNE 2013	001059		01	04/30/2013	510-6055-502.20-04	HEALTH INS	17,420.00	
						VENDOR TOTAL *	88,550.00	
0018744	00	MIKNAITIS, VYTAS						
JAN-DEC 2012	001182		01	04/30/2013	110-0000-313.01-01	UTILITY TAX REBATE	27.08	
JAN-DEC 2012	001183		01	04/30/2013	110-0000-313.02-02	UTILITY TAX REBATE	2.85	
JAN-DEC 2012	001184		01	04/30/2013	110-0000-260.02-00	UTILITY TAX REBATE	36.00	
						VENDOR TOTAL *	65.93	
0007257	00	MOTION INDUSTRIES, INC						
IL10-492632	001214		01	04/30/2013	510-6057-502.50-08	PUMP REPAIR	26.96	
						VENDOR TOTAL *	26.96	
0000378	00	MOTOROLA - COLLECTION CTR DR						

PREPARED 04/30/2013, 9:13:50
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 04/30/2013 CHECK DATE: 05/09/2013
 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
0000378	00	MOTOROLA - COLLECTION CTR DR						
91236474		000693	01	04/30/2013	110-4020-422.80-05	AUDIO CABLE ADAPTER	33.81	
						VENDOR TOTAL *	33.81	
0011645	00	MUNICIPAL EMERGENCY SERVICES						
00402745_SNV		000748	01	04/30/2013	110-4020-422.60-86	FOOTWEAR	315.39	
						VENDOR TOTAL *	315.39	
0009144	00	MUNICIPAL FLEET MANAGERS ASSN						
04/16/2013		001245	01	04/30/2013	110-6040-431.60-11	TRAINING CLASS	40.00	
04/17/2013		001341	01	04/30/2013	110-6040-431.60-37	MEMBERSHIP	30.00	
						VENDOR TOTAL *	70.00	
0017631	00	MUTUAL AID BOX ALARM SYSTEM						
T20001241		001363	01	04/30/2013	110-4020-422.60-37	MEMBERSHIP	5.00	
						VENDOR TOTAL *	5.00	
0017664	00	MY CAR WASH						
626352		001317	01	04/30/2013	110-6047-512.50-16	CAR WASHES	126.50	
						VENDOR TOTAL *	126.50	
0019131	00	NATIONAL IGNITION						
33826		000841	01	04/30/2013	110-6047-512.50-02	ALTERNATOR/E-24	268.00	
						VENDOR TOTAL *	268.00	
0021118	00	NATIONAL LIFT TRUCK INC						
IV130410493		001112	01	04/30/2013	110-6047-512.80-07	FORK LIFT REPLACEMENT PW1	21,350.00	
IV130410493		001113	01	04/30/2013	110-6047-512.80-07	SOLID TIRE UPGRADE	1,035.00	
IV130410502		001114	01	04/30/2013	110-6047-512.80-07	SIDESHIFT FORK UPGRADE	3,000.00	
						VENDOR TOTAL *	25,385.00	
0011644	00	NEPTUNE TECHNOLOGY GROUP INC						
N339573		000867	01	04/30/2013	510-6052-501.40-68	WATER METERS	2,535.00	
						VENDOR TOTAL *	2,535.00	
0000395	00	NERI CONST CO INC, JOHN						
04/08/2013		000871	01	04/30/2013	110-6041-432.30-84	STORM SEWER REPAIR	14,400.00	
						VENDOR TOTAL *	14,400.00	
0009496	00	NEXTEL COMMUNICATIONS						
162511511-134		001283	01	04/30/2013	110-6040-431.30-75	MONTHLY MOBILE BILL	67.89	
162511511-134		001284	01	04/30/2013	510-6050-501.30-75	MONTHLY MOBILE BILL	21.72	
162511511-134		001285	01	04/30/2013	510-6055-502.30-75	MONTHLY MOBILE BILL	46.16	
						VENDOR TOTAL *	135.77	
0005845	00	NICOR GAS						
54-23-78-0000		5000496	01	04/30/2013	110-4020-422.30-29	MONTHLY GAS	1,006.14	
26-13-75-0650		2000813	01	04/30/2013	110-4020-422.30-29	MONTHLY GAS	97.19	
5209073557 3		001017	01	04/30/2013	110-4020-422.30-29	MONTHLY GAS	792.80	

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
INVOICE NO	VOUCHER NO	P.O. NO						
0005845	00	NICOR GAS						
1200340000	4	000806	01	04/30/2013	110-5030-421.30-29	MONTHLY GAS	1,265.54	
02-25-68-0000	0000495		01	04/30/2013	110-6046-418.30-29	MONTHLY GAS	419.01	
1545680000	0	000804	01	04/30/2013	110-6046-418.30-29	MONTHLY GAS	411.03	
1428340000	1	000805	01	04/30/2013	110-6046-418.30-29	MONTHLY GAS	870.94	
7816640000	8	000809	01	04/30/2013	110-6046-418.30-29	MONTHLY GAS	4,557.68	
39-23-24-0000	0001016		01	04/30/2013	110-7060-451.30-29	MONTHLY GAS	334.85	
7763000144	2	000807	01	04/30/2013	210-8070-452.30-29	MONTHLY GAS	5,204.92	
2403240000	4	000808	01	04/30/2013	510-6056-502.30-29	MONTHLY GAS	183.70	
99-81-68-0000	9000810		01	04/30/2013	510-6056-502.30-29	MONTHLY GAS	232.51	
43-64-24-0000	6000811		01	04/30/2013	510-6056-502.30-29	MONTHLY GAS	150.46	
52-71-78-0000	8000812		01	04/30/2013	510-6056-502.30-29	MONTHLY GAS	36.10	
VENDOR TOTAL *							15,562.87	
0007916	00	NIPSTA						
05/30/2013	001198		01	04/30/2013	110-4020-422.60-11	REGISTRATION	25.00	
10694	001373		01	04/30/2013	110-4020-422.60-11	TRAINING CLASS	125.00	
VENDOR TOTAL *							150.00	
0004099	00	NORTH AMERICAN SALT CO						
70967846	000537		01	04/30/2013	250-6042-433.40-46	SALT	13,289.15	
VENDOR TOTAL *							13,289.15	
0000401	00	NORTH EAST MULTI-REGIONAL TRAINING						
167843	000819		01	04/30/2013	110-5030-421.60-11	TRAINING CLASS	200.00	
VENDOR TOTAL *							200.00	
0012390	00	NORTHERN SAFETY CO, INC						
900362729	000876		01	04/30/2013	510-6057-502.40-31	SAFETY GLOVES	49.11	
VENDOR TOTAL *							49.11	
0016747	00	NUGENT CONSULTING GRP						
600	000510		01	04/30/2013	110-1001-411.70-06	INS RENEWAL	1,195.80	
600	000512		01	04/30/2013	110-1001-411.70-01	INS RENEWAL	46.60	
600	000503		01	04/30/2013	110-4020-422.70-03	INS RENEWAL	48.20	
600	000502		01	04/30/2013	110-5030-421.70-03	INS RENEWAL	53.40	
600	000504		01	04/30/2013	110-6040-431.70-03	INS RENEWAL	81.20	
600	000501		01	04/30/2013	110-6046-418.70-03	INS RENEWAL	30.60	
600	000511		01	04/30/2013	110-6047-512.70-04	INS RENEWAL	105.00	
600	000505		01	04/30/2013	110-7060-451.70-03	INS RENEWAL	25.40	
600	000506		01	04/30/2013	510-6051-501.70-03	INS RENEWAL	22.80	
600	000507		01	04/30/2013	510-6052-501.70-03	INS RENEWAL	68.20	
600	000508		01	04/30/2013	510-6056-502.70-03	INS RENEWAL	22.80	
600	000509		01	04/30/2013	510-6057-502.70-03	INS RENEWAL	300.00	
VENDOR TOTAL *							2,000.00	
0007030	00	O'CONNOR, JAMES G						
04/09/2013	001267		01	04/30/2013	110-5030-421.60-05	EXPENSE REIMBURSEMENT	8.48	
04/09/2013	001268		01	04/30/2013	110-5030-421.60-11	EXPENSE REIMBURSEMENT	10.00	

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0007030	00	O'CONNOR, JAMES G						
						VENDOR TOTAL *	18.48	
0021120 12483	00 001193	O'CONNOR, NOELLE	01	04/30/2013	110-0000-260.02-00	VEHICLE STICKER REFUND	36.00	
						VENDOR TOTAL *	36.00	
0002471	00	O'HERRON CO INC, RAY - DANVILLE						
1310377-IN	000569		01	04/30/2013	110-5030-421.60-27	UNIFORM SUPPLIES	260.00	
1310045-IN	000570		01	04/30/2013	110-5030-421.40-11	UNIFORM SUPPLIES	839.95	
1310605-IN	000922		01	04/30/2013	110-5030-421.40-98	GUN RANGE SUPPLIES	266.00	
1310693-IN	000923		01	04/30/2013	110-5030-421.40-11	UNIFORM SUPPLIES	195.80	
1310791-IN	000924		01	04/30/2013	110-5030-421.60-27	UNIFORM SUPPLIES	260.00	
1310789-IN	000925		01	04/30/2013	110-5030-421.60-27	UNIFORM SUPPLIES	260.00	
1310785-IN	000926		01	04/30/2013	110-5030-421.60-27	UNIFORM SUPPLIES	260.00	
1310596-IN	000927		01	04/30/2013	110-5030-421.60-27	UNIFORM SUPPLIES	260.00	
1310612-IN	000928		01	04/30/2013	110-5030-421.60-27	UNIFORM SUPPLIES	255.00	
1310357-IN	000929		01	04/30/2013	110-5030-421.60-27	UNIFORM SUPPLIES	48.00	
1309205-IN	000930		01	04/30/2013	110-5030-421.60-27	UNIFORM SUPPLIES	207.00	
1310396-IN	000931		01	04/30/2013	110-5030-421.60-27	UNIFORM SUPPLIES	45.00	
1311380-IN	001289		01	04/30/2013	110-5030-421.40-11	UNIFORM SUPPLIES	39.99	
						VENDOR TOTAL *	3,196.74	
0000886 575935	00 001387	DEC BUSINESS INTERIORS	01	04/30/2013	110-5030-421.40-31	SIGNS	34.96	
						VENDOR TOTAL *	34.96	
0008640	00	OFFICE DEPOT						
652323936001	000834		01	04/30/2013	110-2006-413.40-33	SUPPLIES	331.60	
653782150001	001397		01	04/30/2013	110-2006-413.40-33	SUPPLIES	182.18	
653782150001	001396		01	04/30/2013	110-2007-413.40-33	SUPPLIES	7.63	
654249059001	001201		01	04/30/2013	110-4020-422.40-98	SUPPLIES	76.57	
						VENDOR TOTAL *	597.98	
0000415	00	ORR SAFETY CORP						
INV2538364	001217		01	04/30/2013	510-6056-502.50-10	GAS DETECTOR PUMP	170.00	
INV2538365	001216		01	04/30/2013	510-6057-502.40-31	GAS DETECTOR	85.00	
						VENDOR TOTAL *	255.00	
0007611 358417	00 MR	PARA, DANIEL G & CAROLYN	01	04/30/2013	110-0000-115.07-01	PARA, DANIEL G & CAROLYN	50.00	
						VENDOR TOTAL *	50.00	
0007611 359098	00 MR	PARA, DANIEL G & CAROLYN	01	04/30/2013	110-0000-115.07-01	PARA, DANIEL	50.00	
						VENDOR TOTAL *	50.00	
0021129 27116	00 001248	PARISI, BIANCA	01	04/30/2013	110-0000-316.00-00	TRANSFER STAMP REFUND	937.50	

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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
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0021129	00	PARISI, BIANCA						
						VENDOR TOTAL *	937.50	
0016705	00	PARTSMASTER						
20670729		001088	01	04/30/2013	110-6047-512.50-16	SUPPLIES	166.26	
						VENDOR TOTAL *	166.26	
0000419	00	PATTEN INDUSTRIES INC #774539						
P60C0224636		001087	01	04/30/2013	110-6047-512.50-16	TRK/PARTS PW38	69.00	
						VENDOR TOTAL *	69.00	
0020764	00	PENN CREDIT						
65017		000541	01	04/30/2013	530-0088-503.30-09	PARKING COLLECTION FEES	95.01	
65018		000542	01	04/30/2013	530-0088-503.30-09	PARKING COLLECTION FEES	60.75	
						VENDOR TOTAL *	155.76	
0020566	00	PITNEY POWES INC - 371896 PITTSBGH						
494757		000540	01	04/30/2013	110-2006-413.40-33	POSTAGE METER TAPES/E-Z	213.56	
						VENDOR TOTAL *	213.56	
0021119	00	PONTIFEX CONSULTING GROUP LLC						
04/19/2013		001202	01	04/30/2013	110-2007-413.30-52	PROFESSIONAL SVCS	489.70	
						VENDOR TOTAL *	489.70	
0016869	00	PORTER LEE CORP						
12932		001388	01	04/30/2013	110-5030-421.40-98	EVIDENCE SUPPLIES	232.00	
						VENDOR TOTAL *	232.00	
0000444	00	PROSAFETY INC						
1/543220		000643	01	04/30/2013	110-6041-432.40-98	SUPPLIES	16.83	
1/543220		000644	01	04/30/2013	110-6043-434.40-98	SUPPLIES	16.83	
1/543220		000645	01	04/30/2013	110-6044-435.40-98	SUPPLIES	16.83	
1/543220		000646	01	04/30/2013	110-6046-418.40-98	SUPPLIES	16.83	
1/543220		000647	01	04/30/2013	110-6047-512.40-98	SUPPLIES	16.83	
1/543220		000648	01	04/30/2013	510-6052-501.40-98	SUPPLIES	16.83	
1/543220		000649	01	04/30/2013	510-6057-502.40-98	SUPPLIES	16.80	
						VENDOR TOTAL *	117.78	
0014727	00	R & B SUPPLY CO, INC						
11712		001225	01	04/30/2013	110-6047-512.50-16	SUPPLIES	256.95	
						VENDOR TOTAL *	256.95	
0020130	00	RAINBOW FARMS ENTERPRISES INC						
30247		000768	01	04/30/2013	110-6043-434.30-78	TREE WASTE DISPOSAL	300.00	
30231		000863	01	04/30/2013	110-6043-434.30-78	TREE WASTE DISPOSAL	600.00	
						VENDOR TOTAL *	900.00	
0020784	00	RANN, RICK						
04/16/2013		001028	01	04/30/2013	110-7060-451.40-43	RESALE MERCHANDISE	40.00	

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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
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0020784	00	RANN, RICK						
						VENDOR TOTAL *	40.00	
0013343	00	RECORD INFORMATION SERVICES, INC						
33943	000828		01	04/30/2013	110-4025-424.40-98	PUBLIC RECORDS ACCESS	575.00	
						VENDOR TOTAL *	575.00	
0008558	00	RED WING SHOE STORE-DOWNERS GROVE						
450000005923	000742		01	04/30/2013	110-4020-422.60-86	FOOTWEAR	1,069.46	
						VENDOR TOTAL *	1,069.46	
0021130	00	REIMER & KARLSON LLC						
2086	001249		01	04/30/2013	760-0000-491.60-59	PROFESSIONAL SVCS	414.27	
						VENDOR TOTAL *	414.27	
0020374	00	RIGERT, BRANDON						
04/12/2013	000750		01	04/30/2013	110-4020-422.60-86	EXPENSE REIMBURSEMENT	400.00	
						VENDOR TOTAL *	400.00	
0002601	00	RJN GROUP						
02	001247		01	04/30/2013	510-6056-502.80-13	PROF ENG SVCS	12,594.33	
						VENDOR TOTAL *	12,594.33	
0014430	00	ROCK VALLEY PUBLISHING, LLC						
111506	000533		01	04/30/2013	110-3015-414.30-54	LEGAL NOTICE	56.25	
111508	000534		01	04/30/2013	110-3015-414.30-54	LEGAL NOTICE	65.25	
111509	000535		01	04/30/2013	110-3015-414.30-54	LEGAL NOTICE	38.25	
111643	000531		01	04/30/2013	110-6040-431.30-54	LEGAL NOTICE	21.37	
111643	000532		01	04/30/2013	510-6050-501.30-54	LEGAL NOTICE	21.38	
						VENDOR TOTAL *	202.50	
0006411	00	RUSSO'S POWER EQPT						
1526707	000692		01	04/30/2013	110-6042-433.50-16	TRK/PARTS NUT-PUSH	15.92	
1530768	000858		01	04/30/2013	110-6042-433.50-16	TRK/PARTS PW99,PW99B	589.47	
						VENDOR TOTAL *	605.39	
0001751	00	S & S INDUSTRIAL SUPPLY						
3723933	RI 000549		01	04/30/2013	110-4020-422.40-24	SUPPLIES	162.46	
3723933	RI 000548		01	04/30/2013	110-6047-512.50-16	SUPPLIES	91.03	
						VENDOR TOTAL *	253.49	
0021110	00	SAVINO, KURT						
326B	000840		01	04/30/2013	110-0000-260.02-00	VEHICLE STICKER REFUND	90.00	
						VENDOR TOTAL *	90.00	
0005250	00	SCBAS, INC						
86201	000743		01	04/30/2013	110-4020-422.50-08	ADHESIVE SEALS/O RINGS/PR	310.75	
						VENDOR TOTAL *	310.75	
0001673	00	SCHWEIK, GUY						

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0001673	00	SCHWEIK, GUY	01	04/30/2013	110-5030-421.60-05	EXPENSE REIMBURSEMENT	36.55	
04/17-04/19/13	001273							
							VENDOR TOTAL *	36.55
0010169	00	SEAWAY SUPPLY						
89094	000556		01	04/30/2013	110-6046-418.40-24	SUPPLIES	401.25	
89508	001209		01	04/30/2013	110-6046-418.40-24	SUPPLIES	419.25	
							VENDOR TOTAL *	820.50
0007028	00	SELECT STAFFING						
60804	000910		01	04/30/2013	510-6050-501.30-92	TEMP STAFFING	261.94	
60898	001061		01	04/30/2013	510-6050-501.30-92	TEMP STAFFING	209.55	
61006	001064		01	04/30/2013	510-6050-501.30-92	TEMP STAFFING	261.94	
61076	001250		01	04/30/2013	510-6050-501.30-92	TEMP STAFFING	261.94	
60804	000911		01	04/30/2013	510-6055-502.30-92	TEMP STAFFING	261.94	
60898	001062		01	04/30/2013	510-6055-502.30-92	TEMP STAFFING	209.55	
61006	001065		01	04/30/2013	510-6055-502.30-92	TEMP STAFFING	261.94	
61076	001251		01	04/30/2013	510-6055-502.30-92	TEMP STAFFING	261.94	
60804	000912		01	04/30/2013	530-0088-503.30-92	TEMP STAFFING	224.52	
60898	001063		01	04/30/2013	530-0088-503.30-92	TEMP STAFFING	179.62	
61006	001066		01	04/30/2013	530-0088-503.30-92	TEMP STAFFING	224.52	
61076	001252		01	04/30/2013	530-0088-503.30-92	TEMP STAFFING	224.52	
							VENDOR TOTAL *	2,843.92
0015065	00	SENNETT, JODI						
04/17/2013	001274		01	04/30/2013	110-5030-421.60-05	EXPENSE REIMBURSEMENT	14.13	
04/24/2013	001275		01	04/30/2013	110-5030-421.60-05	EXPENSE REIMBURSEMENT	14.13	
							VENDOR TOTAL *	28.26
0005351	00	SETINA MFG CO INC						
63077	000690		01	04/30/2013	110-6047-512.50-16	TRK/PARTS PD-2	95.59	
63565	001084		01	04/30/2013	110-6047-512.50-16	TRK/PARTS PD-2	269.35	
							VENDOR TOTAL *	364.94
0000491	00	SHEMIN NURSERIES						
807213	000865		01	04/30/2013	110-6043-434.40-27	FERTILIZER TABLETS	646.00	
							VENDOR TOTAL *	646.00
0015775	00	SINNOTT, SHAUN						
04/01-04/14/13	000676		01	04/30/2013	110-0086-453.30-52	CATV PROF SVCS	123.75	
							VENDOR TOTAL *	123.75
0011425	00	SIUZDAK, ED						
04/15/2013	000823		01	04/30/2013	110-4020-422.60-86	EXPENSE REIMBURSEMENT	18.39	
							VENDOR TOTAL *	18.39
0008126	00	STERICYCLE INC						
4004076940	001308		01	04/30/2013	110-5030-421.30-98	QUARTERLY ENERGY/FUEL	22.23	
							VENDOR TOTAL *	22.23
0006770	00	STI-CO INDUSTRIES INC						

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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
0006770	00	STI-CO INDUSTRIES INC						
0000117026	001223		01	04/30/2013	110-4020-422.50-08	TRK/PARTS F-11	53.69	
							VENDOR TOTAL *	53.69
0017966	00	STORINO, RAMELLO & DURKIN						
61082	000620		01	04/30/2013	110-0081-415.30-36	PROF SVCS/ELMH 00001	34,105.14	
61082	000624		01	04/30/2013	110-0081-415.30-36	PROF SVCS/ELMH 00034	332.50	
61082	000625		01	04/30/2013	110-0081-415.30-36	PROF SVCS/ELMH 00050	393.75	
61082	000626		01	04/30/2013	110-0081-415.30-36	PROF SVCS/ELMH 00052	397.80	
61082	000627		01	04/30/2013	110-0081-415.30-36	PROF SVCS/ELMH 00056	656.25	
61082	000630		01	04/30/2013	110-0081-415.30-36	PROF SVCS/ELMH 00111	1,381.69	
61082	000622		01	04/30/2013	310-0089-461.30-52	PROF SVCS/ELMH 00007	656.25	
61082	000628		01	04/30/2013	320-0090-462.30-52	PROF SVCS/ELMH 00061	43.75	
61082	000623		01	04/30/2013	325-0092-465.30-52	PROF SVCS/ELMH 00032	262.50	
61082	000621		01	04/30/2013	330-0095-465.30-52	PROF SVCS/ELMH 00006	1,172.70	
61082	000629		01	04/30/2013	330-0095-465.30-52	PROF SVCS/ELMH 00086	1,400.50	
							VENDOR TOTAL *	40,802.83
0016419	00	STRAND, TED						
5736	001320		01	04/30/2013	110-0000-260.02-00	VEHICLE STICKER REFUND	36.00	
							VENDOR TOTAL *	36.00
0021112	00	STREAMWOOD FIRE DEPT						
05/13/2013	000824		01	04/30/2013	110-4020-422.60-11	REGISTRATION	15.00	
							VENDOR TOTAL *	15.00
0008443	00	STREICHER'S						
I1009849	000770		01	04/30/2013	110-5030-421.60-27	UNIFORM SUPPLIES	9,380.00	
I1009864	000771		01	04/30/2013	110-5030-421.60-27	UNIFORM SUPPLIES	450.00	
I1011363	000772		01	04/30/2013	110-5030-421.40-11	UNIFORM SUPPLIES	47.26	
CM261507	000773		01	04/30/2013	110-5030-421.40-11	RETURNED MERCHANDISE	47.26	
							VENDOR TOTAL *	9,830.00
0021123	00	STROMBERG, MARTIN						
03/28/2013	001360		01	04/30/2013	110-7060-451.60-39	EXHIBIT NARRATIVE	900.00	
							VENDOR TOTAL *	900.00
0003477	00	SUBURBAN DRIVE LINE, INC.						
00133334	001192		01	04/30/2013	110-6042-433.50-16	PARTS/SUPPLIES/PW15	308.20	
41314	001224		01	04/30/2013	110-6047-512.50-02	SAFET TEST/PW96	30.00	
							VENDOR TOTAL *	338.20
0008228	00	SUBURBAN LABORATORIES INC						
26828	001218		01	04/30/2013	510-6051-501.30-33	LAB TESTING	312.00	
							VENDOR TOTAL *	312.00
0007885	00	SUBURBAN LIFE MEDIA						
136167	001200		01	04/30/2013	110-2006-413.60-51	SUBSCRIPTION	38.00	
							VENDOR TOTAL *	38.00
0002854	00	SUNRISE COMMUNICATIONS, INC						

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0002854	00	SUNRISE COMMUNICATIONS, INC						
2594		000720	01	04/30/2013	110-0086-453.30-52	DVD DUPLICATION	42.00	
2596		000721	01	04/30/2013	110-0086-453.30-52	DVD DUPLICATION	48.00	
						VENDOR TOTAL *	90.00	
0014235	00	TEAM SALES LTD						
16407		001386	01	04/30/2013	110-5030-421.40-11	UNIFORM SUPPLIES	165.00	
						VENDOR TOTAL *	165.00	
0018482	00	TELVENT DTN, LLC						
3986845		000747	01	04/30/2013	110-4022-423.30-12	WEATHER RADIO	492.00	
						VENDOR TOTAL *	492.00	
0009046	00	TEMPERATURE EQPT CORP						
3221507-00		001212	01	04/30/2013	510-6057-502.50-01	HEATER REPAIR	500.00	
						VENDOR TOTAL *	500.00	
0000523	00	TERMINAL SUPPLY CO						
21651-00		000688	01	04/30/2013	110-6047-512.50-16	PARTS/SUPPLIES	57.25	
						VENDOR TOTAL *	57.25	
0000525	00	TERRACE SUPPLY CO						
70137966		001211	01	04/30/2013	110-6047-512.40-98	SUPPLIES	241.80	
						VENDOR TOTAL *	241.80	
0015598	00	THE SAINT FRANCIS GROUP						
63574		000635	01	04/30/2013	110-5030-421.60-01	ANIMAL CONTROL	200.00	
						VENDOR TOTAL *	200.00	
0007683	00	THE TROLLEY CAR & BUS CO						
05/19/2013		000523	01	04/30/2013	110-7060-451.60-65	TROLLEY RENTAL	550.00	
						VENDOR TOTAL *	550.00	
0008999	00	THIRD MILLENNIUM ASSOCS, INC						
15659		001332	01	04/30/2013	110-6040-431.40-65	OFF SEASON SERVER FEE	675.00	
						VENDOR TOTAL *	675.00	
0020549	00	THOMAS PUMP CO, INC						
139760		001382	01	04/30/2013	510-6056-502.50-11	PUMP REPAIR	6,836.00	
						VENDOR TOTAL *	6,836.00	
0010869	00	TIGERDIRECT INC						
J38210060101		001297	01	04/30/2013	110-2008-413.80-03	NETWORK SWITCHES	1,467.03	
J37585520101		001298	01	04/30/2013	110-2008-413.80-03	COMPUTER EQUIP	4,236.99	
J37556580105		001299	01	04/30/2013	110-2008-413.80-03	COMPUTER EQUIP	12,786.35	
						VENDOR TOTAL *	18,490.37	
0015926	00	TOPARCO, LLC						
042213-01		001265	01	04/30/2013	510-6057-502.80-20	SANDBLASTING/PAINTING SVC	7,770.00	

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0015926	00	TOPARCO, LLC						
						VENDOR TOTAL *	7,770.00	
0014503	00	TORZA, DANIEL						
03/03-03/08/13	000636		01	04/30/2013	110-5030-421.60-11	EXPENSE REIMBURSEMENT	152.52	
04/22-04/23/13	001367		01	04/30/2013	110-5030-421.60-11	EXPENSE REIMBURSEMENT	181.45	
						VENDOR TOTAL *	333.97	
0000533	00	TRAFFIC CONTROL & PROTECTION						
76600	000689		01	04/30/2013	110-6041-432.40-52	TELSPAR POST/ANCHOR	2,795.00	
76650	000759		01	04/30/2013	110-6041-432.40-52	ALUMINUM BLANKS	128.70	
						VENDOR TOTAL *	2,923.70	
0000535	00	TRANS UNION LLC						
03300811	000567		01	04/30/2013	110-5030-421.30-98	CREDIT BUREAU SVCS	53.34	
03300806	000568		01	04/30/2013	110-5030-421.30-98	CREDIT BUREAU SVCS	45.00	
						VENDOR TOTAL *	98.34	
0005044	00	TRANSYSTEMS CORP						
INV-0002364019	001258		01	04/30/2013	110-6041-432.80-15	PROF ENG SVCS	26,233.82	
INV-0002419284	001323		01	04/30/2013	110-6041-432.80-15	PROF ENG SVCS	6,213.40	
INV-0002406631	001324		01	04/30/2013	110-6041-432.80-15	PROF ENG SVCS	17,501.71	
						VENDOR TOTAL *	49,948.93	
0000536	00	TREE TOWNS REPROGRAPHICS, INC						
0000189748	001030		01	04/30/2013	110-7060-451.60-39	DIGITAL PLOT	3.00	
0000189749	001031		01	04/30/2013	110-7060-451.60-39	BOARD PRINT	530.20	
0000189779	001032		01	04/30/2013	110-7060-451.60-39	BOARD PRINT	987.40	
						VENDOR TOTAL *	1,520.60	
0000538	00	TRI-STATE HYDRAULICS INC						
321965	000691		01	04/30/2013	110-6047-512.50-16	TRK/PARTS ENG#2	261.21	
						VENDOR TOTAL *	261.21	
0021124	00	TRIBECA FLASHPOINT ACADEMY						
INV00011580	001359		01	04/30/2013	110-7060-451.60-39	EXHIBIT EXPENSES	1,000.00	
						VENDOR TOTAL *	1,000.00	
0020258	00	TWIST OFFICE PRODS						
642437-0	000663		01	04/30/2013	110-1001-411.40-33	STAPLER/STAPLES	54.42	
632372-0	001199		01	04/30/2013	110-2006-413.40-33	SUPPLIES	19.22	
640631-0	000727		01	04/30/2013	110-2008-413.40-73	INK/TONER CARTRIDGES	1,141.92	
635591-1	001301		01	04/30/2013	110-2008-413.40-73	INK CARTRIDGES	26.40	
						VENDOR TOTAL *	1,241.96	
0020636	00	TYCO INTEGRATED SECURITY LLC						
94701904	000723		01	04/30/2013	110-4021-425.30-98	QUARTERLY BILLING	9,368.99	
94701835	001026		01	04/30/2013	110-7060-451.30-98	SECURITY SVCS	174.80	
						VENDOR TOTAL *	9,543.79	
0021116	00	UEMS1						

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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
0021116 0125107-IN	00	UEMSI 001239	01	04/30/2013	510-6056-502.40-98	SEWER HOSE	2,156.00	
VENDOR TOTAL *							2,156.00	
0015470 IN219542 IN219734	00	UNIFORMITY INC 001187 001366	01 01	04/30/2013 04/30/2013	110-4020-422.40-62 110-4020-422.40-62	UNIFORM SUPPLIES UNIFORM SUPPLIES	153.00 6.95	
VENDOR TOTAL *							159.95	
0013900 90033087 90033724	00	UNION PACIFIC RAILROAD-CHICAGO 001260 001261	01 01	04/30/2013 04/30/2013	110-6048-513.80-34 110-6048-513.80-34	PEDESTRIAN GATES INSTALL PEDESTRIAN GATES INSTALL	2,389.02 9,892.65	
VENDOR TOTAL *							12,281.67	
0003709 255982	00	UNIQUE PRODUCTS & SERV CORP 000554	01	04/30/2013	110-6046-418.40-24	SUPPLIES	498.48	
VENDOR TOTAL *							498.48	
0005115 9070 9070	00	UNIVERSAL TAXI DISPATCH, INC 000814 000815	01 01	04/30/2013 04/30/2013	110-0083-443.60-49 110-0083-443.60-19	SENIOR CITIZEN TAXI SVC DISABLED CITIZEN TAXI SVC	1,140.05 21.20	
VENDOR TOTAL *							1,161.25	
0017465 00005A30E3133 00005A30E3143 00005A30E3153 00005A30E3133 00005A30E3133 00005A30E3133 00005A30E3153 00005A30E3143	00	UPS SHIPPER 5A30E3 000551 000856 001203 000552 000553 001204 000857	01 01 01 01 01 01 01	04/30/2013 04/30/2013 04/30/2013 04/30/2013 04/30/2013 04/30/2013 04/30/2013	110-4020-422.30-49 110-4020-422.30-49 110-4020-422.30-49 110-5030-421.30-49 110-6047-512.40-98 110-6047-512.40-98 510-6057-502.40-98	SHIPPING FEES SHIPPING FEES SHIPPING FEES SHIPPING FEES SHIPPING FEES SHIPPING FEES SHIPPING FEES	6.90 48.76 6.70 14.26 6.25 19.38 144.79	
VENDOR TOTAL *							247.04	
0000550 04/01-04/14/13	00	URICK, EUGENIE 000683	01	04/30/2013	110-0086-453.30-52	CATV PROF SVCS	988.25	
VENDOR TOTAL *							988.25	
0011603 04/11/2013	00	VAJDIK, ROBERT 000827	01	04/30/2013	110-4025-424.40-62	EXPENSE REIMBURSEMENT	40.88	
VENDOR TOTAL *							40.88	
0020762 04/16/2013	00	VANOSDELL, BARBARA J 000816	01	04/30/2013	110-6040-431.30-92	CONTRACT STAFFING	165.00	
VENDOR TOTAL *							165.00	
0020550 241845	00	VIKING CHEMICAL CO 000843	01	04/30/2013	510-6051-501.40-10	CHLORINE	2,602.50	
VENDOR TOTAL *							2,602.50	
0000560	00	VILLA PARK ELECTRICAL SUPPLY						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000560	00	VILLA PARK ELECTRICAL SUPPLY						
01812681	000752		01	04/30/2013	110-2008-413.40-31	OUTLETS/TIMER	151.33	
01812685	000753		01	04/30/2013	110-2008-413.40-31	OUTLETS/TIMER	201.43	
01812604	000757		01	04/30/2013	110-4020-422.50-01	GAS VALVE REPAIR	73.14	
01812596	000758		01	04/30/2013	110-4020-422.50-01	RELAY/WIRE NUTS	61.31	
01813246	000751		01	04/30/2013	110-5030-421.50-01	FINGER PRINT MACHINE REPA	25.92	
01813037	000755		01	04/30/2013	110-5030-421.50-01	OUTLETS	9.64	
01813138	000756		01	04/30/2013	110-5030-421.50-01	OUTLETS	18.27	
01813894	001376		01	04/30/2013	110-6041-432.40-62	UNIFORM SUPPLIES	772.52	
01812742	000754		01	04/30/2013	110-6044-435.40-98	WIRE MARKERS	37.90	
01813894	001377		01	04/30/2013	510-6052-501.40-62	UNIFORM SUPPLIES	772.53	
						VENDOR TOTAL *	2,123.99	
0006055	00	VILLAGE OF BENSENVILLE						
259060	000519		01	04/30/2013	110-7060-451.30-98	SCHOOLHOUSE WATER/SEWER	40.47	
						VENDOR TOTAL *	40.47	
0004998	00	WANZUNG JOHN E & ELLEN						
000050553	UT		01	04/30/2013	510-0000-113.02-00	UB CR REFUND	591.24	
						VENDOR TOTAL *	591.24	
0020552	00	WASTE MANAGEMENT-SWEEPING						
3180641-2354-6	001328		01	04/30/2013	110-6041-432.30-98	STREET SWEEPING	19,370.00	
						VENDOR TOTAL *	19,370.00	
0001317	00	WATER ENV FEDERATION MEMBERSHIP						
1689485	001327		01	04/30/2013	510-6050-501.60-37	MEMBERSHIP	113.00	
						VENDOR TOTAL *	113.00	
0015717	00	WENTWORTH TIRE-BENSENVILLE						
422907	001083		01	04/30/2013	110-6047-512.50-16	TRK/PARTS PW21	1,147.96	
422639	001220		01	04/30/2013	110-6047-512.50-16	TRK/PARTS PD-26	751.92	
422678	001221		01	04/30/2013	110-6047-512.50-20	TIRES/PW166	1,145.99	
422847	001222		01	04/30/2013	110-6047-512.50-20	TIRES/PD-44	113.11	
						VENDOR TOTAL *	3,158.98	
0000573	00	WEST AUTOMOTIVE SERVICE INC						
47932	001082		01	04/30/2013	110-6047-512.50-02	TRK/PARTS PD-29	675.94	
						VENDOR TOTAL *	675.94	
0000576	00	WEST SUBURBAN OP, INC.						
141548	000726		01	04/30/2013	110-2008-413.40-73	TONER CARTRIDGE	84.65	
141746	001186		01	04/30/2013	110-4020-422.40-33	PEN REFILLS	6.47	
141516	001318		01	04/30/2013	110-5030-421.40-33	SUPPLIES	222.67	
141429	001384		01	04/30/2013	110-5030-421.40-33	EVIDENCE SUPPLIES	84.48	
141764	001385		01	04/30/2013	110-5030-421.40-33	PAPER SUPPLIES	51.80	
						VENDOR TOTAL *	450.07	
0004668	00	WEST TOWN REFRIGERATION						

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0004668 118602	00	WEST TOWN REFRIGERATION 001287	01	04/30/2013	110-5030-421.30-98	MONTHLY MAINT FEE	525.00	
						VENDOR TOTAL *	525.00	
0005485 04/26/2013	00	WROBLE, STEVE 001372	01	04/30/2013	110-4020-422.60-86	EXPENSE REIMBURSEMENT	400.00	
						VENDOR TOTAL *	400.00	
0012333 04/03/2013	00	YAHOO CUSTODIAN OF RECORDS 001314	01	04/30/2013	110-5030-421.60-50	WARRANT INFORMATION	133.60	
						VENDOR TOTAL *	133.60	
0021125 0143315-IN 0143316-IN	00	ZARNOTH BRUSH WORKS, INC 001080 001081	01	04/30/2013 04/30/2013	110-6042-433.50-16 110-6042-433.50-16	TRK/PARTS PW99B TRK/PARTS PW99B	450.00 450.00	
						VENDOR TOTAL *	900.00	
0021113 04/16/2013	00	ZAWISZA, MAGDALENA 000722	01	04/30/2013	110-0000-371.04-00	APPLICATION FEE REFUND	446.00	
						VENDOR TOTAL *	446.00	
0000583 9000218273	00	ZEP SALES & SERVICE 000833	01	04/30/2013	110-6046-418.40-24	SUPPLIES	258.80	
						VENDOR TOTAL *	258.80	
0006753 SS06178 SS06177	00	3M 000836 000837	01	04/30/2013 04/30/2013	110-6041-432.40-52 110-6041-432.40-52	SIGNS SIGNS	1,275.00 2,007.75	
						VENDOR TOTAL *	3,282.75	
0009183 20185 20185	00	303 TAXI 000499 000500	01	04/30/2013 04/30/2013	110-0083-443.60-49 110-0083-443.60-19	SENIOR CITIZEN TAXI SVC DISABLED CITIZEN TAXI SVC	3,991.00 777.40	
						VENDOR TOTAL *	4,768.40	
0004998 000066647	00	538 ELMHURST LLC UT	01	04/30/2013	510-0000-113.02-00	UB CR REFUND	64.17	
						VENDOR TOTAL *	64.17	
						HAND ISSUED TOTAL ***		52,247.08
						TOTAL EXPENDITURES ****	1,762,242.36	52,247.08
					GRAND TOTAL *****			1,814,489.44



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

May 1, 2013

To: Acting Mayor Levin and the Members of the City Council
Re: Reappointment and Appointment of Deputy City Clerks

With the advice and consent of the City Council of the City of Elmhurst, I hereby request the reappointment of Erin K. Van De Walle as Deputy City Clerk and the appointment of Ellen Cyprian as Deputy City Clerk during the term of my office. This appointment would be rescinded upon separation from service.

This complies with Section 3.04 of the Municipal Code allowing me to appoint one or more Deputy City Clerks.

Respectfully submitted,

Patty Spencer

Patty Spencer
City Clerk



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May 1, 2013

TO: Acting Mayor Levin and Members of the City Council
RE: Bid Results, 2013 Sanitary Sewer CIPP Lining

In response to an invitation to bid for the 2013 Sanitary Sewer CIPP Lining #13-15, the City of Elmhurst advertised in the Elmhurst Independent on Thursday, April 18, 2013. Bids were received from six contractors. All bid packages were complete.

Bids were opened at 10:00 a.m. on Tuesday, April 30, 2013 by the City Clerk. The following is a summary of the bids received:

<u>Contractor</u>	<u>Bid Total</u>
Visu-Sewer LLC Bridgeview, IL	\$780,839.00
Insituform Technologies Chesterfield, MO	\$798,716.00
SAK Construction LLC O'Fallon, MO	\$844,836.60
Hoerr Construction Inc. Peoria, IL	\$798,240.70
Michels Pipe Service Brownsville, WI	\$855,552.75
Kenny Construction Northbrook, IL	\$977,759.00

Respectfully submitted,

Patty Spencer

Patty Spencer
City Clerk



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 CITY MANAGER

May 1, 2013

TO: Acting Mayor Levin and Members of the City Council
 RE: Bid Results, Fire Hydrant Materials Project #13-22

In response to an invitation to bid for the Fire Hydrant Materials Project #13-22, the City of Elmhurst advertised in the Elmhurst Independent on Thursday, April 18, 2013. Bids were received from three contractors. All bid packages were complete.

Bids were opened at 10:00 a.m. on Tuesday, April 30, 2013 by the City Clerk. The following is a summary of the bids received:

	ITEM	FIRE HYDRANT W/VALVE	
VENDOR		SIZE	UNIT PRICE
Mid American Water Aurora, IL	1	4.5	\$2,459.00
	2	5	\$2,502.00
			\$0.00
	3	6	\$2,588.00
	4	6.5	\$2,630.00
	5	7	\$2,672.00
		TOTAL	\$12,851.00
H D Waterworks Carol Stream, IL	1	4.5	\$2,460.00
	2	5	\$2,504.00
			\$0.00
	3	6	\$2,589.00
	4	6.5	\$2,632.00
	5	7	\$2,670.00
		TOTAL	\$12,855.00
Ziebell Elk Grove, IL	1	4.5	\$2,550.00
	2	5	\$2,599.00
		5.5	\$0.00
	3	6	\$2,645.00
	4	6.5	\$2,705.00
	5	7	\$2,760.00
		TOTAL	\$13,259.00

Respectfully submitted,

Patty Spencer

Patty Spencer
 City Clerk



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May 1, 2013

TO: Acting Mayor Levin and Members of the City Council
RE: Bid Results, Ford Explorers

In response to an invitation to bid for Three (3) 2013 or Current Model Year Ford Explorers, the City of Elmhurst advertised in the Elmhurst Independent on Thursday, April 4, 2013. Bids were received from six contractors. All bid packages were complete.

Bids were opened at 10:00 a.m. on Tuesday, April 23, 2013 by the City Clerk. The following is a summary of the bids received:

One (1) 2013 Ford Explorer to:

Contractor	Replace E-29 Total Price	Replace PD-22 Total Price	Replace F-5 Total Price
Roesch Ford Bensenville, IL	\$28,428.00	\$24,420.00	\$28,420.00
Haggerty Ford West Chicago, IL	\$28,022.00	\$25,612.00	\$27,877.00
Haggerty Ford Alternate Bid West Chicago, IL	\$29,285.00	\$26,875.00	\$29,135.00
Packy Webb Ford Downers Grove, IL	\$29,151.00	\$23,851.00	\$26,451.00
Currie Motors Frankfort, IL	\$29,153.00	\$26,153.00	\$28,533.00
Freeway Ford Lyons, IL	\$28,998.00	\$24,198.00	\$27,848.00

Respectfully submitted,

Patty Spencer

Patty Spencer
City Clerk



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CITY MANAGER

April 29, 2013

TO: Acting Mayor Levin and Members of City Council

RE: Case Number 13P-02/Chick-fil-A Conditional Use and Associated Variations

Request for Conditional Use Permit and Associated Variations for the purpose of constructing and operating a drive through restaurant on property commonly known as 235 S. Route 83 (PIN 06-03-417-013), said property being wholly located in the C2 Community Shopping and Service District.

The Development, Planning and Zoning Committee met on April 8 and April 22, 2013 to review the Zoning & Planning Commission report dated April 3, 2013 unanimously recommending approval of the subject request. The Committee also reviewed the Applicant's submittal documents and the transcripts of the public hearing.

Committee Members had also visited subject site.

The Applicant proposes to construct and operate a stand-alone 4800 +/- square foot Chick-fil-A restaurant on a leased portion of the Elmhurst Crossing Shopping Center. The Applicant's request for consideration and approval of Conditional Use(s) and Variation(s) is three-fold:

- A request for a Conditional Use Permit for the drive-through,
- A request for a Conditional Use Permit for a pylon sign, and
- A request for Variations for wall sign area.

Request for Conditional Use for a Drive-Through Restaurant:

The Applicant has designed a dual drive-through capable of accommodation 22 queued automobiles. A "rule of thumb" used over the years for drive-through establishments has been a queuing requirement of seven (7) automobiles. Depending on the use, the queuing requirements vary from the minimum queuing required for pharmacies to the large queuing requirements of fast-food establishments. The Committee found that the Applicant's proposal for a queuing capacity of 22 automobile is adequate for the intended operation and use.

The Committee reviewed the vehicular circulation within the shopping center as it relates to the proposed restaurant, noting that a professional traffic study prepared by KLOA concluded that ".....this proposed development will have a low impact on the overall area."

The Committee notes that the leased parcel meets the parking requirements of the Zoning Ordinance; the parking supply for the remainder of the shopping center also complies with the requirements of the Zoning Ordinance.

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Request for Conditional Use for a Pylon Sign:

The Elmhurst Zoning Ordinance allows pylon signs in the C2 District as a Conditional Use not to exceed 20 feet above grade and 100 square feet of sign area per sign face, nor more than 200 square feet total (both faces).

The proposed pylon sign will be 20 feet in height and will have an area of 64.1 square feet per face, 128.2 both faces), and will be located near the Route 83 right-of-way towards the south end of the proposed restaurant.

The Committee notes that the shopping center monument (pylon) signs are approximately 35 feet in height with approximately 144 square feet per face (288 both faces).

Therefore, the requested pylon sign meets the requirements for Conditional Use Pylon Signs in the C2 District.

Request for Wall Sign Area Variations:

The C2 District allows wall signs up to 25 square feet in area. The Committee notes that C2 zoning districts are typically along minor arterials, such as York Street and St Charles Road, where the lots are smaller and typically abutting single family residential properties. The C2 districts are also characterized by buildings that have a zero (0) setback from the front property line (sidewalk) which reduces the size of wall signs necessary to effectively convey a message to the public. The subject shopping center site is an anomaly of the C2 zoning district in that it is a very large parcel with much greater front setbacks from the public way. As a result, signs need to be larger to be visible and legible from the public way - in this case Route 83 with six lanes of traffic moving at 45 miles-per-hour.

The Applicant is proposing to install five (5) wall signs, four (4) of which require variation from the requirements of the Zoning Ordinance. The requested wall sign variations are for the following signs:

- 58.75 square feet on the south elevation (sign "A"),
- 47.63 square feet on the east elevation (sign "B"),
- 37.67 square feet on the west elevation (sign "D"), and
- 36.75 square feet also on the west.

The Zoning Ordinance requires that signs be measured by computing the area of the smallest regular geometric figure that can encompass all words, figures, emblems and other elements of the sign message. Because the proposed signs have a large letter "C" in the sign, the area measured increases even though the additional area does not contain sign messages or elements of the sign message.

If the sign areas were calculated by boxing out the large "C" and the remaining letters separately the calculation of sign areas would be as follows:

- 36.44 square feet on the south elevation (sign "A"),
- 29.61 square feet on the east elevation (sign "B"),
- 25.0 square feet on the west elevation (sign "D"), and
- 36.75 square feet also on the west elevation (this sign, "The Original Chicken Sandwich" measures 36.75 and does not have any "dead space").

The Committee also notes that the Elmhurst Crossing Shopping Center was established with a Development Agreement as a Tax Increment Financing District (TIF 3). The sizes of signs in the shopping center were established in the original Development Agreement, which sign sizes have been maintained as tenants change over the years. Of the 27 wall signs in the shopping center, 23 exceed 25 square feet in area ranging from 25.7 square feet to 248 square feet. Photographs of the signs in the Elmhurst Crossing Shopping Center, as well as a list describing the signs in the shopping center are attached.

In consideration of the proposed redevelopment of subject site, 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 for the drive-through and pylon sign as well as the Standards for Variations for the proposed wall signs.

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

Respectfully submitted,
DEVELOPMENT PLANNING AND ZONING COMMITTEE

Steven Morley *review*
Steven Morley, Chair

Danee Polomsky *review*
Danee Polomsky, Vice-Chair

Norman Leader *review*
Norman Leader, Ald. 2nd Ward

Enclosures: Staff Report
Zoning and Planning Commission Report
Application w/ supporting documents
Traffic Study
Transcripts of the Public Hearing
List of signs – Elmhurst Crossing Shopping Center



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CITY MANAGER

April 3, 2013

TO: Acting Mayor Levin and Members of the City Council

RE: Case Number 13P-02/Chic-fil-A Conditional Use and Associated Variations
Request for Conditional Use Permit and Associated Variations for the purpose of constructing and operating a drive through restaurant on property commonly known as 235 S. Route 83 (PIN 06-03-417-013), said property being wholly located in the C2 Community Shopping and Service District.

Dates of Authorization:

Date Application Filed:	January 11, 2013
Date of Legal Notice of Public Hearing:	February 7, 2013
Date of Posting of Sign:	February 7, 2013
Date of First Class Mailing of Notice:	February 7, 2013
Date of Public Hearing:	February 28, 2013
Date of Deliberation:	March 14, 2013

Applicant's Request:

The Applicant, Woolpert, Inc., agent for the developer (Chic-fil-A) is requesting a Conditional Use Permit for the purpose of establishing a drive-through restaurant, and for a proposed pylon sign. Associated variations are requested for increased area of four wall signs.

Testimony:

Mr. Eric Uebelhor, Woolpert Inc., and Mr. Jason Hill representing Chic-fil-A presented the application to the Zoning and Planning Commission. Mr. Uebelhor discussed the site building design and the requested Conditional Use Permits for the proposed drive-through and pylon sign, and the requested Variations for wall sign area. He also noted that the subject site will be leased to Chic-fil-A by Federal Construction; the owners of the shopping center represented in the audience by Mr. Alan Saposnik. Mr. Hill then reviewed the operational aspects of Chic-fil-A. Mr. Uebelhor summarized the request by reviewing the Standards for Conditional Use as well as the Standards for Variations noting that the Applicant believes the requested Conditional Uses and variations meet all of the applicable Standards.

There were no interested parties in the audience regarding this Application.

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

Factors:

- The subject site is zoned C2 Community Shopping and Service.
- The subject site is located in a Tax Increment Financing District (TIF # 3).
- The subject site was developed in accordance with a development agreement when the property was

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DEVELOPMENT, PLANNING & ZONING
COMMITTEE 4/4/13

established as a Tax Increment Financing District (TIF #3).

- The subject site is within the Elm Crossing Shopping Center, which is owned by Federal Construction.
- The subject site will be leased from the owner of the shopping center, Federal Construction.
- The subject lease site complies with the requirements of the Zoning Ordinance.
- The proposed restaurant complies with the Zoning Ordinance bulk regulations of the C2 District.
- The proposed restaurant use complies with the Zoning Ordinance Parking Requirements.
- The inclusion of this proposed restaurant does not reduce the required parking for the rest of the shopping center below the number of spaces required for those uses currently on site.
- The development of the subject site was approved by other businesses in the shopping center who have right of refusal.
- A traffic study was prepared by KLOA, Inc., which concludes that the proposed drive-through restaurant will have a low impact on the overall area.
- The subject site will be developed in accordance with the DuPage County Stormwater Ordinance.
- The proposed development will include required bicycle parking.

Factors relating to the Request for Conditional Use for a Drive-Through Restaurant:

- The proposed drive-through can accommodate queuing for 22 automobiles.
- The proposed drive-through does not interfere with traffic on the public streets.
- The drive-through generates approximately 60% of the business of a typical Chic-fil-A restaurant.
- The drive-through will have appropriate markings for pedestrian crossing.

Factors relating to the Request for Conditional Use for a Pylon Sign:

- The Elmhurst Zoning Ordinance allows pylon signs as a Conditional Use, in the C2 District not to exceed 20 feet above grade and 100 square feet of sign area per sign face, nor more than 200 square feet total.
- The proposed pylon sign will be 20 feet in height.
- The proposed pylon sign will have an area of 64.1 square feet per face, 128.2 both faces.
- The speed limit on Route 83 is 45 miles per hour.
- Route 83 has three lanes of northbound and three lanes of southbound traffic.

Factors Relating to the Request for Wall Sign Area Variations:

- The C2 District allows wall signs up to 25 square feet in area.
- The requested wall signs are 58.75 square feet on the south elevation, 47.63 square feet on the east elevation, 37.67 square feet on the west elevation and 36.75 square feet also on the west elevation.
- The wall signs will be internally illuminated.

Discussion:

The Zoning and Planning Commission deliberated the subject case on March 14, 2013. The Commission reviewed the application materials, the staff report and the testimony provided by the Applicant at the public hearing.

With regard to the request for a pylon sign and increased area of wall signs the Commission noted that the property is zoned C2 Community Shopping and Service and, as such, is the largest parcel in the City of Elmhurst with this zoning classification. Typically, C2 zoning districts are along the City's "Minor Arterial"

streets (such as York Street, Butterfield Road and St Charles Road) and abut residential zoning districts. Route 83 is classified as a "Principal Arterial" (such as Route 83, North Avenue and Roosevelt Road) with higher volumes and speed. The Elmhurst Crossing Shopping Center was developed with a Development Agreement between the property owners and the City of Elmhurst. The signage in this center was established by this agreement with the understanding that 25 square foot signs would not accomplish their intended purpose due to the large size of the parcel, the large setbacks from public streets, and the speed of the traffic on Route 83.

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 drive-through restaurant:

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 drive-through use would not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare. The proposed drive-through restaurant 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 drive-through restaurant will not be injurious to the use and enjoyment of properties in the immediate vicinity, nor will the proposed drive-through restaurant use negatively affect property values. The proposed development is consistent with other development in the area.

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 drive-through 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. Access, drainage and other necessary facilities are being provided.

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 existing curb cuts on Route 83, St Charles Road and West Avenue. Internal access roads will minimize traffic congestion in the public 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 drive-through use is not contrary to the objectives of the current Comprehensive Plan in that drive-through establishments are allowed as Conditional Uses in the C2 Zoning District.

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. The proposed development will also conform with all applicable building and engineering codes.

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 erect a pylon sign:

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 pylon sign would not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare. The proposed pylon sign is consistent with the signage in the area.

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 pylon sign will not be injurious to the use and enjoyment of properties in the immediate vicinity, nor will the proposed pylon sign 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 pylon sign 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.

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 numerous curb cuts. Internal access roads will minimize 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 pylon sign is not contrary to the objectives of the current Comprehensive Plan in that pylon signs are allowed as Conditional Uses in the C2 District.

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.

The Zoning Board of Appeals finds that the applicant, through testimony and applicable factors, has met the following standards with respect to the request for Wall Sign Area Variations:

- The Board found that the plight of the owner is due to unique circumstances.

The subject property is located on Route 83, which in this area has 6 lanes of traffic and a speed limit of 45 miles-per-hour. The increased size of the proposed wall signs will provide appropriate visibility to passing motorists.

- The Board found that the variation will not alter the essential character of the neighborhood.

The proposed wall signs are of a size and scale that is appropriate and in-keeping with the character of the neighborhood established by the original development of this shopping center. The proposed wall sign area variations will not alter the character of the neighborhood.

- The Board found that the variation will provide the owner and tenants' reasonable use and enjoyment of the property in question.

The proposed wall sign area variations are appropriate for a development of this size and scale, and would be more appropriate than numerous 25 square foot signs. Additionally, the Sign Ordinance requires that signs be measured by computing the area of the smallest regular geometric figure that can encompass all words, figures, emblems and other elements of the sign message. Because the proposed signs have a large letter "C" in the sign, the area measured increases even though the additional area does not contain sign messages or elements of the sign message.

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 drive-through restaurant use. The proposed drive-through and pylon sign have met all of the Standards for Conditional Use, and the proposed wall signs have met all of the Standards for Variations relative to the request for increased sign area.

All aspects of this proposed development are consistent with the concept for the original development of the shopping center and the City approvals given at the time that TIF #3 was established.

Recommendation:

Commissioner Brinkmeier moved to recommend approval of Case Number 13P-02/Chic-fil-A Conditional Use and Associated Variations as presented. Commissioner Mushow seconded the motion. Roll call vote as follows:

Ayes: Brinkmeier, Mushow, Callaway, Corrado, Hill, Whistler

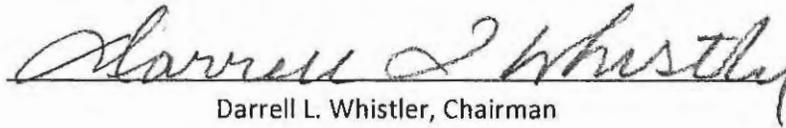
Nays: None

Absent: Frolik, McCoyd, Torcasso

Motion approved.

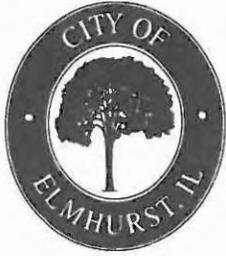
Therefore, The Zoning and Planning Commission, through the findings herein, hereby recommends that the City Council approve Case # 13P-02/Chic-fil-A Conditional Use request for Conditional Use and Associated Variations as presented.

Respectfully submitted,
ZONING AND PLANNING COMMISSION


Darrell L. Whistler, 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

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

**CITY OF ELMHURST
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT
February 24, 2013**

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

Re: Case Number 13P-02/Chic-fil-A Conditional Use and Associated Variations
Request for Conditional Use Permit and Associated Variations for the purpose of constructing and operating a drive through restaurant on property commonly known as 235 S. Route 83 (PIN 06-03-417-013), said property being wholly located in the C2 Community Shopping and Service District.

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

I. GENERAL INFORMATION

A. PURPOSE:

The Applicant, Woolpert, Inc., agent for the developer (Chic-Fil-A) is requesting a Conditional Use Permit for the purpose of establishing a drive-through restaurant, and for a proposed pylon sign. Associated variations are requested for four wall signs.

B. LOCATION:

Subject parcel is located on the east side of Route 83, immediately south of the signalized intersection for the entrance to the Elmhurst Crossing Shopping Center.

C. EXISTING LAND USE AND SURROUNDING ZONING:

The subject parcel is currently improved with one-story buildings and associated parking lot.

North – C2 Community Shopping and Service

South – C2 Community Shopping and Service

East – C2 Community Shopping and Service

West – Route 83 and beyond to the west CR Conservation/Recreation.

D. FLOOD PLAIN:

The subject site is not located in a flood plain.

E. COMPREHENSIVE PLAN

The Comprehensive Plan designates the subject parcel as “Community Commercial”.

II. APPLICANT’S REQUEST

The applicant is requesting a conditional use permit and associated variations for signage to allow for the establishment and operation of a drive-through restaurant.

ANALYSIS

The Building, Public Works, Police and Fire Departments have reviewed the Applicant’s proposed development and have no objections to the request. The proposed development will comply with all applicable building, fire, public safety, stormwater and engineering regulations.

The Community Development Department notes the following:

Use Type: Drive-in and/or Drive-through Establishment

Applicable Zoning Ordinance Regulations:

Section 8.4d - C2 Community Shopping and Service District, states that “Establishments of the “drive-through” or “drive-in type”, offering products or services to customers who remain in motor vehicles, are allowed only by Conditional Use Permit”.

Section 8.4-2(12) allows Drive-in restaurants as a Conditional Use with parking class type 30.

Section 8.4-2(27) allows Pylon Signs as a Conditional Use.

Section 13.2 Definitions defines drive-in and/or drive-through establishments as follows:

“Drive-In and/or Drive-Through Establishment is an establishment that dispenses products or services to patrons who remain in motor vehicles. If, in addition to the dispensing of products or services for patrons remaining in their motor vehicles or elsewhere on the premises outside any completely enclosed structure, an establishment also allows for the dispensing of such products or services within a completely enclosed structure, it shall be considered a drive-in and/or drive-through establishment”.

Site Design:

The proposed drive-through restaurant meets the regulations of the Zoning Ordinance C2 District with respect to bulk and setbacks.

Site Area:	35,103 square feet (0.81 acres)
Site Frontage:	265.35
Maximum Building Area Allowed (FAR):	2.0
Proposed Building Area (FAR):	0.12
Maximum Building Height:	35 feet
Proposed Building Height:	22.71 feet
Setbacks Required:	None
Setbacks Provided:	North – 45 feet South – 52 East – 29.2 feet West – 61 feet from Route 83 ROW

The proposed restaurant building will have the capacity to seat 136 persons indoors, with an additional outdoor seating area for approximately 12 persons.

Motor Vehicle Parking:

The Zoning Ordinance parking requirements for drive-in/drive-through establishments is “as required by the City Council upon recommendation from the Zoning and Planning Commission”. For restaurant uses wherein the products and services are provided within enclosed buildings, the parking requirement is 10 parking spaces per one thousand gross floor area (gross floor area less areas dedicated to washrooms, mechanical rooms and storage).

Gross Floor Area:	4,791
Total Required:	48 Parking Spaces Required
Proposed Parking:	50 Parking Spaces

The proposed parking meets Zoning Ordinance Requirements

Bicycle Parking:

Total Required	5% of required motor vehicle parking = 2.5
Proposed Bicycle Parking:	2.0

Note: Additional Bicycle parking space required-Applicant will provide

Automobile queuing in the drive-through lane.

The “rule of thumb” used over the years for drive-through operations is a requirement of a minimum of 7 queuing spaces per drive-through window. Of course, the intensity of use of drive-through operations varies greatly from a pharmacy to a popular fast food restaurant.

The Applicant proposes a queuing lane which has two lanes that then converge into one lane prior to the pick-up window. The proposed queuing lane(s) can accommodate 22 automobiles.

Lighting: Proposed parking lot lighting meets the Zoning Ordinance regulations.

Signage:

Section 11.16 Functional Type Signs Permitted
11.16(b) Business Signs
11.16(g) Changing Sign Manual

Section 11.16-2 Structural Type Signs Permitted
11.16-2(d) Pylon Signs (as Conditional Uses)
11.16.2(e) Wall Signs

Section 11.16-3 Number of Signs Permitted Per Lot
11.16-3(c) One Pylon Sign (as a Conditional Use)
11.16-3(e) Any number of other structural types, subject to the area limitations of subparagraph 11.16-4(a) below.

Section 11.16-4 Maximum Gross Surface Area of Signs Permitted
11.16-4(b)(5) Pylon Signs-not to exceed 100 square feet per sign face nor more than 200 square feet total.

Section 11.16-5 Maximum Height of Signs Permitted
11.16-5(b) Awning, Canopy, and wall signs - 20 feet above grade
11.16-5(e) Pylon Signs – 20 feet above grade

**Proposed Pylon Sign Area: 48.0 square foot “Chic-fil-A” Business Sign
16.10 square foot Changing Sign Manual
64.10 square feet per face/128.20 total (both sides)**

Proposed pylon sign is 20 feet in height

Proposed pylon sign is 20 feet in height

Conditional Use Permit requested for proposed pylon sign, which contains a Changeable Copy Sign (Manual) (Permanent).

Proposed pylon sign complies with height and area requirements of the Zoning Ordinance.

Section 11.16-4 Total Sign Area allowed on property:	4,060 square feet
Total Signage Proposed - Chic-fil-A:	330.19 square feet
Total Signage on Elmhurst Crossing Property:	2,752.81

Wall Sign Max Area:	25 square feet
Proposed Wall Sign-North Elevation:	21.19 square feet

Wall Sign Max Area:	25 square feet
Proposed Wall Sign-South Elevation:	58.75 square feet

Variation Required

Wall Sign Max Area:	25 square feet
Proposed Wall Sign-East Elevation:	47.63 square feet

Variation Required

Wall Sign Max Area:	25 square feet
Proposed Wall Sign-West Elevation:	37.67 square feet

Variation Required

Wall Sign Max Area:	25 square feet
Proposed Wall Sign-West Elevation:	36.75 square feet

Variation Required

Therefore, variations are required for the east elevation wall sign, the south elevation wall sign, and two west elevation wall signs.

Landscaped area (permeable surface) on this site will be increased from 2,349 square feet (5.5%) to 4,686 square feet (11%).

Attachments:

Application & Project
Impact Statement
Plat of Survey
Vicinity Map

Site Plan
Landscape Plan
Sign Plans
Draft Traffic Study

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: 13P-02

DATE APPLICATION FILED: JANUARY 11, 2013

A. APPLICANT INFORMATION

Applicant Name: Eric Uebelhor

Applicant Organization: Woolpert

Applicant Address: 1815 S Meyers Road, Suite 120

Applicant City / State / Zip Code: Oakbrook Terrace, IL 60181

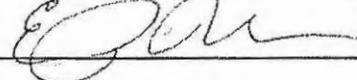
Applicant Phone: Work: (630) 693-6352 Home: (____) _____

Mobil / Other: (____) _____

Applicant Fax: Work: (630) 495-3731 Home: (____) _____

Applicant Email: eric.uebelhor@woolpert.com

Applicant Relationship to Property Owner: Agent for Developer (Chick-fil-A, Inc.)

Applicant Signature: 

B. PROPERTY OWNER INFORMATION (IF DIFFERENT FROM APPLICANT)

Owner Name: Federal Construction, care of Tower Real Estate Services (Alan Saposnik)

Owner Address: 5225 Old Orchard Road, Suite 46

Owner City / State / Zip Code: Skokie, IL 60077

Owner Phone: Work: (847) 626-6441 Home: (____) _____

Mobil / Other: (____) _____

Owner Fax: Work: (847) 626-6442 Home: (____) _____

Owner Email: asaposnik@towerres.com

Owner Signature:  Saposnik, Authorized Representative

VARIATION APPLICATION



City of Elmhurst

Community Development Department

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

CASE NUMBER: 13P-02 DATE APPLICATION FILED: 1/16/13

A. APPLICANT INFORMATION

Applicant Name: Eric Uebelhor

Applicant Organization: Woolpert

Applicant Address: 1815 S Meyers Road, Suite 120

Applicant City / State / Zip Code: Oakbrook Terrace, IL 60181

Applicant Phone: Work: (630) 693-6352 Home: ()

Mobil / Other: ()

Applicant Fax: Work: (630) 495-3731 Home: ()

Applicant Email: eric.uebelhor@woolpert.com

Applicant Relationship to Property Owner: Agent for Developer (Chick-fil-a, Inc.)

Applicant Signature:

B. PROPERTY OWNER INFORMATION (IF DIFFERENT FROM APPLICANT)

Owner Name: Federal Construction, care of Tower Real Estate Services (Alan Saposnik)

Owner Address: 5225 Old Orchard Road, Suite 46

Owner City / State / Zip Code: Skokie, IL 60077

Owner Phone: Work: (847) 626-6441 Home: ()

Mobil / Other: ()

Owner Fax: Work: (847) 626-6442 Home: ()

Owner Email: asaposnik@towerres.com

Owner Signature: *Alan Saposnik, Authorized Representative*

C. PROPERTY INFORMATION

Common Address of Property: 265 IL Route 83, Elmhurst, IL 60126 (K-Mart Address)

Property Identification Number (PIN): 06-03-417-01³~~5~~

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

See attached.

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

1. Applicant is requesting a Conditional Use permit for Drive thru,
which is listed as a Conditional Use for the C2 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:

See attached.

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 establishment of a quick service restaurant with drive thru is similar in nature to surrounding uses along the Route 83 corridor and will not endanger the public health, safety, morals, comfort or general welfare in any way.

- 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;

The establishment of a quick service restaurant with drive thru is similar in nature to surrounding uses along the Route 83 corridor and will not be injurious to existing permitted uses, nor diminish or impair property values in the neighborhood

- 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;

The establishment of the Conditional Use will not impede the development of the surrounding property. The surrounding property is currently developed with other quick service restaurants in the vicinity, and the drive thru will allow the Chick-fil-A to function most effectively.

- d. Adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided;
All public utilities, access roads and drainage facilities are existing and are adequate for development of this site.
-
-
- 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;
No changes to existing ingress and egress to the site are contemplated as part of the development. Traffic patterns on site have been designed to minimize congestions and to provide appropriate circulation throughout the site.
-
- f. The proposed Conditional Use is not contrary to the objectives of the current Comprehensive Plan for the City of Elmhurst; and
The proposed conditional use is not contrary to the objectives of the current Comprehensive Plan and is similar in use to other existing uses along the Route 83 corridor.
-
- 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.
The Conditional Use conforms to all other applicable regulations of the district in which it is located.
-
-

C. PROPERTY INFORMATION

Common Address of Property: 235 S IL Route 83, Elmhurst, IL 60126

Property Identification Number (PIN): 06-03-417-015

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

See attached.

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

1. Applicant is requesting a Conditional Use permit for Pylon sign, which is listed as a Conditional Use for the C2 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:

The conditional use for a pylon sign will have a very minimal impact to neighboring
land and the community. The sign meets all criteria for pylon signs per the zoning
ordinance, and is needed for identification of Chick-fil-A's business along the
Route 83 corridor, which currently consists of retail and restaurant uses. The sign
will not create hazards or block visibility of the vehicles traveling on Route 83.

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 establishment of a pylon sign is similar in nature to existing signage
for the surrounding uses along the Route 83 corridor and will not endanger
the public health, safety, morals, comfort or general welfare in any way.

- 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;

The establishment of a pylon sign is similar in nature to existing signage
for the surrounding uses along the Route 83 corridor and will not be injurious
to existing permitted uses, nor diminish or impair property values in the neighborhood

- 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;

The establishment of the Conditional Use will not impede the development of
the surrounding property. The surrounding property is currently developed with
other commercial and restaurant uses in the vicinity, with signage similar to that
proposed for Chick-fil-A to maximize visibility along the Route 83 corridor.

- d. Adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided;
All public utilities, access roads and drainage facilities are existing and are adequate for development of this site.
-
-
- 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;
No changes to existing ingress and egress to the site are contemplated as part of the development. Traffic patterns on site have been designed to minimize congestions and to provide appropriate circulation throughout the site.
- f. The proposed Conditional Use is not contrary to the objectives of the current Comprehensive Plan for the City of Elmhurst; and
The proposed conditional use is not contrary to the objectives of the current Comprehensive Plan and is similar in use to other existing uses along the Route 83 corridor.
-
- 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.
The Conditional Use conforms to all other applicable regulations of the district in which it is located.
-
-

C. PROPERTY INFORMATION

Common Address of Property: 235 S IL Route 83, Elmhurst, IL 60126

Property Identification Number (PIN): 06-03-417-015

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

See attached.

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

1. Applicant is requesting relief from Chapter 11 Section 11.16-4(b)(6) of the Zoning Ordinance for the City of Elmhurst for the purpose of:

A deviation from section 11.16-4(b)(6) to allow for wall signs of 52.08 SF, 52.08 SF, 39.00 SF, and 36.75 SF where a maximum of twenty five (25) SF is permitted.

2. Please provide a detailed statement of why applicant is seeking relief

Given the nature of the IL Route 83 corridor as well as the existing signage for the businesses in the Elmhurst Crossing Shopping Center, the applicant is seeking relief from the 25 SF permitted wall signage requirement to provide Chick-fil-A with adequate visibility to both vehicles traveling on Route 83 as well as vehicles and pedestrians within the Elmhurst Crossing center.

3. Provide responses to the three (3) Variation standards as listed in Section 3.8-5 of the City of Elmhurst Zoning Ordinance. The applicant must present this information for the official record of the Zoning Board of Appeals.

The three Variation standards are as follows:

- a. The plight of the owner is due to unique circumstances:

The plight of the owner is due to unique circumstances. The property is located within the C2 zoning district which has a 25 SF limitation for wall signage. Given the nature of the IL Route 83 corridor and the Elmhurst Shopping Center, larger wall signage is needed to identify businesses to patrons.

- b. The variation, if granted, will not alter the essential character of the neighborhood:

The variations requested are for signage that is similar in nature to existing businesses on the subject property and other properties along the IL Route 83 corridor.

- c. The property in question cannot yield a reasonable return or provide the owner or tenants a reasonable enjoyment of the property if permitted to be used only under the conditions allowed by the regulations in its zone.

Given the nature of the IL Route 83 corridor and the Elmhurst Crossing Shopping Center, increased signage size above the permitted 25 SF is needed to identify the Chick-fil-A business to patrons. Care has been taken to ensure appropriately sized signage has been proposed to that of other stores within the chain.

E. CHECKLIST

- Completed Conditional Use application with authorized signatures *(25 copies)*
- Responses to the Conditional Use standards contained in Chapter 3, Section 3.11-8 of the Elmhurst Zoning Ordinance *(25 copies)*
- Project impact statement describing the reasons for the Conditional Use *(25 copies)*
- Evidence of ownership such as copy of deed, affidavit, contract purchase, or disclosure of beneficial trust *(1 copy may be submitted)*
- Current plat of survey showing lot lines, any buildings on the property and legal description of the subject property *(25 folded copies no smaller than 11" x 17")*
- Site plan for proposed development *(25 folded copies no smaller than 11" x 17")*
- Accompanying plans for elevations, landscaping, parking, etc. where applicable *(25 folded copies no smaller than 11" x 17")*
- Photographs, traffic study, parking study or other materials requested by City Staff *(25 copies)*
- Reduced 8.5" x 11" copy of each drawing submitted *(1 copy per drawing submitted)*
- Check for \$750.00 Conditional Use application fee, made payable to the City of Elmhurst.

OVERALL PROPERTY DESCRIPTION

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE 33 FEET WEST (BY RIGHT ANGLES MEASUREMENT) OF THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 (SAID EAST LINE IS MEASURED "NORTH") AND A LINE 118.46 FEET SOUTH (BY RIGHT ANGLES MEASUREMENT) OF THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE SOUTH 87 DEGREES 17 MINUTES 50 SECONDS WEST ALONG SAID PARALLEL LINE 580.78 FEET TO A POINT IN A LINE WHICH IS 200 FEET EASTERLY (BY RIGHT ANGLES MEASUREMENT) OF THE EASTERLY LINE OF STATE HIGHWAY NUMBER 83; THENCE NORTH 11 DEGREES 42 MINUTES 10 SECONDS WEST ALONG SAID LINE 119.94 FEET TO THE SAID NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE SOUTH 87 DEGREES 17 MINUTES 50 SECONDS WEST ALONG SAID LINE 202.49 FEET TO THE SAID EASTERLY LINE OF SAID STATE HIGHWAY; THENCE SOUTH 11 DEGREES 42 MINUTES 10 SECONDS EAST ALONG SAID EASTERLY LINE 404.55 FEET TO A POINT OF CURVE IN SAID LINE; THENCE SOUTHEASTERLY ALONG THE CURVED LINE, HAVING A RADIUS OF 14,424 FEET AND CONVEX TO THE EAST A DISTANCE OF 718.83 FEET TO A POINT IN A LINE WHICH IS 153.95 FEET NORTH (AS MEASURED PARALLEL TO SAID EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4) OF THE NORTHERLY LINE OF ST. CHARLES ROAD (SAID NORTH LINE OF ST. CHARLES ROAD BEING A LINE 66 FEET NORTH OF THE SOUTH LINE OF SAID ROAD AS SHOWN IN THE PLAT OF WOODRUFF'S ADDITION TO ELMHURST RECORDED APRIL 25, 1922, AS DOCUMENT 155407); THENCE NORTH 89 DEGREES 05 MINUTES EAST ALONG SAID PARALLEL LINE 71.87 FEET; THENCE DUE SOUTH 38.80 FEET; THENCE NORTH 89 DEGREES 05 MINUTES EAST PARALLEL WITH SAID NORTH LINE OF ST. CHARLES ROAD 150.95 FEET; THENCE DUE SOUTH 115.15 FEET TO THE NORTH LINE OF ST. CHARLES ROAD; THENCE NORTH 89 DEGREES 05 MINUTES EAST ALONG THE SAID NORTH LINE 373.7 FEET TO THE AFORESAID LINE WHICH IS 33 FEET WEST (BY RIGHT ANGLES MEASUREMENT) OF THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE DUE NORTH ALONG SAID LINE 1167.23 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART THEREOF CONVEYED TO THE CITY OF ELMHURST BY DEED RECORDED AS DOCUMENT R95-154308), IN DU PAGE COUNTY, ILLINOIS.

PROPOSED CHICK-FIL-A PARCEL DESCRIPTION

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF A LINE 33 FEET WEST (BY RIGHT ANGLES MEASUREMENT) OF THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 (SAID EAST LINE IS MEASURED "NORTH") AND A LINE 118.46 FEET SOUTH (BY RIGHT ANGLES MEASUREMENT) OF THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE SOUTH 87 DEGREES 17 MINUTES 50 SECONDS WEST RECORD (SOUTH 87 DEGREES 42 MINUTES 29 SECONDS WEST MEASURED) ALONG SAID PARALLEL LINE 580.78 FEET TO A POINT IN A LINE WHICH IS 200 FEET EASTERLY (BY RIGHT ANGLES MEASUREMENT) OF THE EASTERLY LINE OF STATE HIGHWAY NUMBER 83; THENCE NORTH 11 DEGREES 42 MINUTES 10 SECONDS WEST RECORD (NORTH 11 DEGREES 17 MINUTES 31 SECONDS WEST MEASURED) ALONG SAID LINE 119.94 FEET TO THE SAID NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE SOUTH 87 DEGREES 17 MINUTES 50 SECONDS WEST RECORD (SOUTH 87 DEGREES 42 MINUTES 29 SECONDS WEST MEASURED) ALONG SAID LINE 202.49 FEET TO THE SAID EASTERLY LINE OF SAID STATE HIGHWAY; THENCE SOUTH 11 DEGREES 42 MINUTES 10 SECONDS EAST RECORD (SOUTH 11 DEGREES 17 MINUTES 31 SECONDS EAST MEASURED) ALONG SAID EASTERLY LINE 372.15 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE NORTH 59 DEGREES 12 MINUTES 22 SECONDS EAST, A DISTANCE OF 55.00 FEET;

THENCE SOUTH 89 DEGREES 33 MINUTES 48 SECONDS EAST, A DISTANCE OF 102.00 FEET;

THENCE SOUTH 00 DEGREES 29 MINUTES 28 SECONDS WEST, A DISTANCE OF 65.33 FEET;

THENCE SOUTH 11 DEGREES 17 MINUTES 30 SECONDS EAST, A DISTANCE OF 122.88 FEET;

THENCE SOUTH 00 DEGREES 31 MINUTES 47 SECONDS WEST, A DISTANCE OF 57.19 FEET;

THENCE NORTH 89 DEGREES 33 MINUTES 56 SECONDS WEST, A DISTANCE OF 99.00 FEET;

THENCE SOUTH 10 DEGREES 25 MINUTES 59 SECONDS EAST, A DISTANCE OF 41.15 FEET;

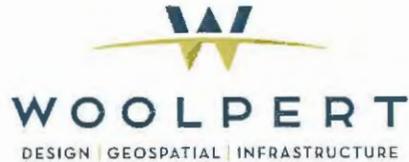
THENCE SOUTH 80 DEGREES 17 MINUTES 51 SECONDS WEST, A DISTANCE OF 31.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID STATE HIGHWAY NUMBER 83;

THENCE ALONG SAID EASTERLY LINE OF SAID STATE HIGHWAY NUMBER 83 THE FOLLOWING 2 COURSES:

1) NORTHERLY, 232.96 FEET ALONG AN ARC TO THE LEFT AND HAVING A RADIUS OF 14424.00 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 10 DEGREES 49 MINUTES 45 SECONDS WEST AND A LENGTH OF 232.95 FEET;

2) NORTH 11 DEGREES 17 MINUTES 31 SECONDS WEST, A DISTANCE OF 32.40 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.806 ACRES, MORE OR LESS.



**Chick-fil-A
Elmhurst Crossing Shopping Center
Elmhurst, IL**

Project Impact Statement

Chick-fil-A is a quick-service restaurant with a drive-through and indoor and outdoor dining areas specializing in the sale of quality chicken products. Chick-fil-A is known not only for the quality of food the restaurant sells, but also for involvement in the local community. The proposed project will develop an existing seldom used parking lot at the southeast corner of the intersection of Route 83 and the signalized entrance drive to the Elmhurst Crossing Shopping Center.

Chick-fil-A's proposed hours of operation will be Monday through Saturday from 6:00 AM to 10:30 PM. Deliveries are scheduled at each location on an as-needed basis by the store's operator. There is no company-wide policy, however, the operators schedule deliveries to minimize impact to the surrounding areas as well as their own business. As the exhibits in the traffic study show, it is anticipated the trucks will access the site from the shared north-south access drive in front of K-Mart. In speaking with the operator of the Aurora, IL store (Fox Valley Mall) their deliveries are scheduled before 10:30 AM and they typically see 10-11 deliveries total per week (3 times/week for main food items, 5 times/week for bread, and 3 times/week for produce). The main food deliveries can take 1-2 hours while the bread and produce are less than 30 minutes. Given the brief timeframe for each delivery and the low number of total deliveries required, the overall shopping center will not be adversely impacted.

The traffic study provided by KLOA and included with this application thoroughly evaluated both the existing circulation within the center as well as parking conditions. Though parking provided for both the Chick-fil-A site as well as the entire center meets City code, it was still important to verify that no adverse impacts to the center would be created by the development of the Chick-fil-A site. As the traffic study indicates, the parking provided is more than adequate based on field studies of the center as well as existing established Chick-fil-A stores in the Chicagoland area.

In addition to the parking analysis, the study also analyzed existing and proposed circulation patterns on the site. As shown in the report, with the addition of appropriate wayfinding signage, both the Chick-fil-A parcel and the overall shopping

center will continue to operate at a high level of service and no adverse impacts to circulation are anticipated by this development.

From an economic standpoint, the impact of Chick-fil-A should be very beneficial to the local community. Including wages, property taxes, and giveaways, the company estimates that 40% of Chick-fil-A sales are returned to the state and local community each year. This economic contribution is expanded through the company's tradition of supporting the communities in which it operates through fundraisers, scholarships, and donations. Since 2009, Chick-fil-A has donated over 431,000 sandwiches, biscuits and cookies (\$1.25 million value) for those in need, disaster relief, and to show appreciation for military personnel and their families.

Chick-fil-A is very excited to become involved with the Elmhurst community with the opening of a free standing restaurant in this location and believes the proposed site plan and building elevations meet the intent of the City of Elmhurst ordinances. No adverse impacts to public safety or the surrounding community are anticipated as a result of this development.

REPORT OF PROCEEDINGS - February 28, 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, February 28, 2013 6 7:30 p.m. 7 8 9 10 11 RE: Case Number 13 P-02 12 Chic-Fil-A 13 Conditional Use and Associated Variations 14 15 16 17 18 19 20 21 22 RECORD OF PROCEEDINGS had before Haley Goodwin on 23 Thursday, February 28, 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 FEBRUARY 28, 2013 3 CHAIRMAN WHISTLER: 4 We're ready to reconvene the meeting 5 before us tonight. 6 Our next case is Case 7 No. 13 P-02, Chic-Fil-A, conditional 8 use and associated variations. 9 Once again, I want to 10 be sure in the audience we have only 11 members of the applicant's team here. 12 Is that correct, all four of your 13 people are on the applicant's team? 14 For the record, there 15 are no audience members other than 16 the press. 17 So, having said that, 18 Than, would you tee up this 19 particular request? 20 MR. WERNER: Yes, sir. 21 This is Case No. 13 22 P-02. The date that the application 23 was filed was January -- January 24 11th, 2013. This is a request for a</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 9 MR. TORCASSO - Commissioner 10 MR. CORRADO - Commissioner 11 MS. MCCOYD - Commissioner 12 MR. MUSHOW - Commissioner 13 MR. BRINKMEIER - Commissioner 14 MR. HILL - Commissioner 15 MS. CALLAWAY - Commissioner 16 17 18 STAFF MEMBERS: 19 20 MR. NATHANIEL WERNER, 21 Zoning Administrator 22 23 24</p>	<p style="text-align: center;">4</p> <p>1 conditional permit and associated wall 2 sign variations for the purpose of 3 opening and operating a drive-thru 4 restaurant. 5 The applicant, Eric 6 Uebelhor -- 7 MR. UEBELHOR: Very 8 good. 9 MR. WERNER: -- with 10 Woolpert is the agent for Chic-Fil-A. 11 Federal construction and the owner of 12 the property represented here by Mr. 13 Alex Pazzi (phonetic). 14 The date of the legal 15 notice of the public hearing was 16 February 7th, 2013. The date of the 17 posting of the sign, February 7th, 18 2013. The date of the first-class 19 mailing of the notice, February 7th, 20 2013, bringing us to tonight's public 21 hearing on February 28th. 22 CHAIRMAN WHISTLER: 23 Let's move right into the 24 presentation, and I would like to</p>

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<p style="text-align: center;">5</p> <p>1 start by having all of the applicant 2 team stand and take the oath, whether 3 you're going to -- plan to speak or 4 not, we'll do it all at one time. 5 (Whereupon, the 6 witnesses were duly sworn.) 7 CHAIRMAN WHISTLER: And 8 if the main person would come to the 9 podium with your name and address, we 10 would appreciate that. 11 MR. HILL: Mr. 12 Chairman, Members of the Commission, 13 thank you for your time tonight. 14 My name is Jason Hill. 15 I am with Chic-Fil-A at 5200 16 Buffington Road in Atlanta, Georgia. 17 Sometimes you get lucky 18 and sometimes you don't draw out 19 tonight, and we really appreciate you 20 staying up for us at this late hour. 21 I'll be brief given the late hour. 22 We're just very excited 23 about being part of this meeting. We 24 really appreciate Than and his staff's</p>	<p style="text-align: center;">7</p> <p>1 Uebelhor. My address is 448 North 2 Carpenter Street. That's Chicago, 3 60642. 4 As, you know, Jason 5 kind of said, Chic-Fila-A is excited 6 about coming to Elmhurst. We've been 7 working on the Elmhurst Crossing 8 Center for awhile that worked with 9 the site plan that works with staff. 10 There are some building 11 concerns about there, and just looking 12 for a good -- more to come. But 13 I'll just kind of briefly touch on 14 that statement, and then I'll drive 15 right into the conditional uses and 16 the variations we're seeking. 17 They operate six day as 18 week; Monday through Saturday, closed 19 on Sundays. Open for breakfast at 20 6:00, close about 10:00, 10:30, where 21 this one will be a 10:30 p.m. close. 22 One of the biggest 23 concerns we had of traffic -- or I'm 24 sorry -- the pre-application meeting</p>
<p style="text-align: center;">6</p> <p>1 efforts to get us to this point. 2 As we know -- I spoke 3 with our operator Bob at our Lombard 4 store. He knows that many of the 5 patrons that go there are from 6 Elmhurst, so we're excited about 7 bringing you guys a more convenient 8 way to get to us and just become a 9 more integral part of the community. 10 So, thank you so much 11 for your time. 12 Eric Uebelhor is going 13 to go through the presentation, and 14 we have some slight details, but I'm 15 certainly here to answer any questions 16 you may have. 17 CHAIRMAN WHISTLER: 18 Okay. Thank you. 19 MR. WERNER: Just to 20 clear the record, I don't have any 21 staff. 22 CHAIRMAN WHISTLER: 23 Name and address, please. 24 MR. UEBELHOR: Eric</p>	<p style="text-align: center;">8</p> <p>1 was traffic. Not necessarily with 2 access from the major -- from 83, but 3 internally from the shopping center. 4 So, from their traffic study where 5 they analyzed the conditions out 6 there, they studied two of the 7 existing store drafts which included 8 the first ones to open in the Chicago 9 area; one in Aurora, one in Wheaton. 10 It kind of accounts for those, you 11 know, stores that have actually been 12 operating for awhile and in their 13 true conditions, and they've actually 14 found that there's really no 15 significant impact internally within 16 the center. 17 There's been some 18 weight line signage opposed which is 19 in the signage package as well as 20 shown on the site plan, but a couple 21 of stop signs and direction signs 22 pointing out the directors. An 23 example I've seen, close to our 24 office within Downers Grove was a</p>

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<p style="text-align: center;">9</p> <p>1 Portillos. It just kind of directed 2 people in front of the major -- 3 coming out about where to go, and -- 4 and it works pretty well. 5 Chic-Fil-A does operate 6 a drive-thru service very similar to 7 Portillos. This Portillos is just to 8 the north at the Crossing Center. 9 So, what -- what they 10 found parking-wise and certain 11 collision-wise is that this is a good 12 fit. The overall center, even though 13 there is -- parking applicability on 14 the -- in the parking field, there's 15 still adequate parking for the entire 16 shopping center and enough parking on 17 Chic-Fil-A's parcel to meet the code 18 requirements. 19 Beyond that, the only 20 real conditional uses that proceed 21 from this is for the drive-thru. A 22 fast-food restaurant is prohibited in 23 the zoning district. We do need a 24 conditional use for the drive-thru, so</p>	<p style="text-align: center;">11</p> <p>1 in nature to the surrounding uses, 2 and will not be injurious to existing 3 use, nor diminish or impair property 4 values. 5 C, the establishment of 6 the conditional use will not impede 7 the normal and orderly development and 8 improvement of the surrounding 9 property or uses permitted in the 10 district. The establishment of this 11 conditional use will not impede 12 surrounding the development. The 13 property is currently developed with 14 other quick-service restaurants in the 15 vicinity, and the drive-thru will 16 allow Chic-Fil-A's function most 17 effectively. 18 And as I was reading 19 through the traffic study in support 20 of this, I saw that 60 percent of 21 their operation typically to come from 22 the drive-thru to the existing stores, 23 and their remaining 40 percent is 24 physically patron's parking and going</p>
<p style="text-align: center;">10</p> <p>1 I'll -- I'll hit the standards and 2 our response to those. 3 A, the establishment, 4 maintenance, or operation of the 5 conditional use will not be 6 detrimental to or endanger public 7 health, safety, morals, comfort, or 8 general welfare. Our response is the 9 establishment of a quick-service 10 restaurant and drive-thru is similar 11 in nature to the surroundings along 12 Route 83 Corridor, and will not 13 endanger public health, safety, 14 morals, comfort, or general welfare in 15 any way. 16 B, the conditional use 17 will not be injurious to the use and 18 enjoyment of other property in the 19 immediate vicinity for the purposes 20 already permitted, nor substantially 21 diminish and impair property values 22 within the neighborhood. The 23 establishment of a quick-service 24 restaurant and drive-thru are similar</p>	<p style="text-align: center;">12</p> <p>1 in to dine or carry out. 2 D, adequate utilities, 3 access roads, drainage and/or 4 necessary facilities have been or are 5 being provided. All public utilities 6 are currently available. No access 7 to 83 is being provided, it's all 8 internal. There are existing drainage 9 facilities and they're adequate for 10 the development. And, in fact, we'll 11 be slightly decreasing the impervious 12 area, so -- it will be reduced. 13 E, adequate measures 14 have been or will be taken to provide 15 ingress and egress so designed as to 16 minimize traffic congestion in the 17 public streets. No changes to the 18 existing ingress and egress to the 19 site are contemplated as far as the 20 development. Traffic patterns onsite 21 in the design will minimize congestion 22 and provide appropriate circulation 23 throughout the site. 24 F, the proposed</p>

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<p style="text-align: center;">13</p> <p>1 conditional use is not contrary to 2 the objectives of the current 3 comprehensive plan for the City of 4 Elmhurst. The proposed conditional 5 use is not contrary to the objectives 6 of the current comprehensive plan, and 7 is similar in nature to other 8 existing uses along the corridor. 9 G, the conditional use 10 shall in all other respects conform 11 to the applicable regulations of the 12 district in which it is located, 13 except as such regulations may in 14 each instance be modified pursuant to 15 the recommendations of the Commission. 16 The conditional use conforms to all 17 other applicable regulations of the 18 district, and -- and -- you know, 19 except for where we're seeking the 20 additional conditional use for the 21 pylon sign and variation for both 22 signs. 23 So, our second 24 conditional use is for the pylon</p>	<p style="text-align: center;">15</p> <p>1 will not endanger public health, 2 safety, morals, comfort, or general 3 welfare in any way. 4 The conditional use 5 will not be injurious of the use and 6 enjoyment of other property in the 7 immediate vicinity for the purposes 8 already permitted, nor substantially 9 diminish and impair property values 10 within the neighborhood. The 11 establishment of a pylon sign is 12 similar in nature to the existing 13 signs for the surrounding usage, and 14 will not be injurious to existing 15 permitted uses, nor diminish or impair 16 property values in the neighborhood. 17 The establishment of 18 the conditional use will not impede 19 the normal and orderly development and 20 improvement of the surrounding 21 property for uses permitted in the 22 district. The establishment of the 23 conditional use will not impede the 24 normal and surrounding property --</p>
<p style="text-align: center;">14</p> <p>1 sign. A pylon sign is a permitted 2 conditional use in the C2 District. 3 Touches on it in our 4 impact statement, but that it will 5 have a minimal impact in neighboring 6 -- and communities. The sign meets 7 the criteria for the pylon sign and 8 the zoning ordinance, and it's needed 9 for identification for our business 10 along 83 Corridor, and it currently 11 consists of retail in the surrounding 12 usage. The sign will not create 13 values or block visibility of vehicles 14 traveling on Route 83. 15 Similar to the first 16 conditional use, the establishment, 17 maintenance, or operation of the 18 conditional use will not be 19 detrimental to or endanger to public 20 health, safety, morals, comfort, or 21 general welfare. The establishment of 22 a pylon sign is similar in nature to 23 the existing signage of the 24 surrounding usage on 83 Corridor, and</p>	<p style="text-align: center;">16</p> <p>1 surrounding properties currently 2 developed with other commercial and 3 restaurant uses in the vicinity with 4 signs similar to that proposed for 5 Chic-Fil-A, and maximize visibility -- 6 visibility along 83 Corridor. 7 D, adequate utilities, 8 access roads, drainage and/or 9 necessary facilities have been or are 10 being provided. All public utilities, 11 access roads, and drainage facilities 12 are -- and are adequate for 13 development in the site. 14 E, adequate measures 15 have been or will be taken to provide 16 ingress and egress so designed to 17 minimize traffic congestion in the 18 public streets. No changes to 19 existing ingress and egress to the 20 site are contemplated. Traffic 21 patterns on site are designed to 22 minimize congestion and provide 23 appropriate circulation throughout the 24 site.</p>

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<p style="text-align: center;">17</p> <p>1 The proposed conditional 2 use is not contrary to the objectives 3 of the current comprehensive plan for 4 the City of Elmhurst. The proposed 5 conditional use is not contrary to -- 6 effective of the current comprehensive 7 plan, and the sign is similar in use 8 to other businesses along 83 Corridor. 9 And G, the conditional 10 use shall in all other -- other 11 respects conform to the applicable 12 regulations of the district in which 13 it is located, except as such 14 regulations may in each instance be 15 modified pursuant to the 16 recommendations of the Commission. 17 The conditional use conforms to the 18 regulations for a pylon sign in this 19 district. 20 And then our third 21 request is for a bearing, and we're 22 seeking a deviation on Section 23 11.16-4B6 to allow for wall signs of 24 -- and, actually I, need to read this</p>	<p style="text-align: center;">19</p> <p>1 square feet. 2 The north elevation is 3 21.19, so that doesn't require a 4 variance. 5 Their ID sign on the 6 west side -- and I apologize for the 7 error in zoning package. It is not 8 337.67 square feet, it's 37.67 square 9 feet. 10 MR. WERNER: You might 11 notice I scratched it out. 12 MR. UEBELHOR: Thank 13 you, Than. 14 And then there's the -- 15 the Wall Sign E, which is the 16 original Chicken Sandwich logo, it 17 wraps the curved portion of the 18 building. It's also 36.75 square 19 feet. 20 So, for four of those 21 five signs we're seeking a variance 22 for exceeding the 25 square feet. 23 And why we're seeking 24 relief? Given just the nature of the</p>
<p style="text-align: center;">18</p> <p>1 off the signage package of the 2 application. I think it's changed 3 since then. 4 But off the signage 5 package which Than -- 6 MR. WERNER: This is it 7 -- this is it. 8 MR. UEBELHOR: So, our 9 south elevation -- oh, sorry -- the 10 allowable wall sign is 25 square feet 11 in the C2 District. Our -- 12 Chic-Fil-A, our sign for the -- is 13 typical for this particular restaurant 14 throughout this chain. We're not 15 seeking additional -- which they 16 typically do. It's just more than is 17 physically allowed in the C2. 18 But their south 19 elevation on the square footage is 20 58.75 square feet, which exceeds the 21 allowable .5 square feet. 22 The east elevation 23 which faces K-Mart has an ID sign of 24 47.63 square feet, which exceeds 25</p>	<p style="text-align: center;">20</p> <p>1 traffic on 83 Corridor as well as 2 existing signage already provided -- 3 or not only the shopping center but 4 businesses along the corridor. We're 5 asking -- we're seeking relief from 6 25 square feet permitted wall signage 7 requirements to provide Chic-Fil-A 8 with adequate visibility for both 9 vehicles straddling on Route 83 as 10 well as vehicles and pedestrians 11 within the shopping center. 12 For the three variation 13 standards, the plight of the owner is 14 due to unique circumstances. We 15 would say that the plight of the 16 owner is due to unique circumstance. 17 The property is located within C2 18 zoning district, which does have a 19 25-square-foot limitation for signage. 20 And given the nature of this corridor 21 and other businesses, we feel that 25 22 square feet won't be adequate to ID 23 the building, and people already with 24 wall signage similar to what's used</p>

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<p style="text-align: center;">21</p> <p>1 throughout the chain and other 2 businesses. 3 The variation, if 4 granted, will not alter the essential 5 character of the neighbor. And 6 similarly to the variations request, 7 that our signage is similar in nature 8 to existing businesses on subject 9 property and other properties along 10 the 83 Corridor. 11 And, C, the property in 12 question cannot yield a reasonable 13 return or provide the owner or 14 tenants a reasonable enjoyment of the 15 property if permitted to be used only 16 under the conditions allowed by the 17 regulations in its zone. And, like I 18 said, given the nature of the Route 19 83 corridor and the existing signage 20 within the Elmhurst shopping center, 21 increased signage above the permitted 22 25 square feet is needed to identify 23 Chic-Fil-A's business to patrons -- to 24 ensure appropriate use signage has</p>	<p style="text-align: center;">23</p> <p>1 worked in many different 2 municipalities throughout the country, 3 and some have more strict standards 4 than others. And we certainly have 5 been -- been denied that request. 6 COMMISSIONER MCCOYD: 7 Okay. Thank you. 8 CHAIRMAN WHISTLER: 9 Tom? 10 COMMISSIONER TORCASSO: 11 When will you propose -- or when will 12 that be opening? 13 COMMISSIONER BRINKMEIER: 14 He's hungry. 15 MR. HILL: If all -- 16 if all goes well, we hope to open by 17 the first quarter of 2014. 18 CHAIRMAN WHISTLER: 19 You've got a customer. 20 Allen? 21 COMMISSIONER BRINKMEIER: 22 I have three areas that I would like 23 to talk to you about. 24 First, let's talk about</p>
<p style="text-align: center;">22</p> <p>1 been proposed to that in other stores 2 within the restaurant chain. 3 And with that, that 4 sums up the three requests we're 5 seeking. If you've got questions -- 6 CHAIRMAN WHISTLER: 7 Eric, you've got some questions. 8 COMMISSIONER MCCOYD: 9 Eric, I was wondering, do you know 10 whether any other Chic-Fil-A franchise 11 has been denied the request for a 12 larger sign? 13 MR. UEBELHOR: 14 Typically -- I don't know off the top 15 of my head -- I mean, I've seen 16 where they have only been allowed 17 signs on a certain number of sides of 18 the building. 19 I don't know if Jason 20 would know. 21 MR. HILL: My response 22 to that is -- is simply the answer 23 is yes, we have been denied that in 24 the past. We've worked -- we've</p>	<p style="text-align: center;">24</p> <p>1 the signage. 2 One of the things often 3 for a conditional use approach is we 4 -- we'll give you a pylon sign if 5 you stay more to the wall sign 6 requirement. In fact, I think for 7 those of us that attended public 8 workshops around of the City 15 years 9 ago, 10 years ago, one of the 10 trade-offs always was we'll give you 11 some -- on a pylon sign, but our 12 community likes to stick to the wall 13 sign concepts, at least that's what 14 we hear from our citizens. 15 So, the question then 16 is, if we don't give you the relief 17 on the wall signs, are you going to 18 ask for a higher pylon sign? 19 MR. HILL: No. Simply 20 no. Our pylon sign we feel is 21 adequate, and it -- it is within the 22 requirements of the ordinance, and we 23 would not ask for anything more. 24 COMMISSIONER BRINKMEIER:</p>

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<p style="text-align: center;">25</p> <p>1 But the genesis -- and I'm trying to 2 do this real short-handed -- the 3 genesis of moving it this way is the 4 pylon sign is the director sign that 5 catches everybody's eye on Route 83. 6 People going up and down Route 83, 7 they're not going to take the time 8 nor have the attention span to see 9 what's on your building. The 10 building signs are more for people 11 when they get in there and say, well, 12 there's a Chic-Fil-A. 13 So, anyway, that 14 answers my question on that. Thank 15 you. 16 Second, our Commission 17 had workshops in the fall, and we 18 just adopted a bicycle plan. Your 19 proposal suggests that we have some 20 bicycle spots, but I don't -- on the 21 plan I can't see where they're 22 located. 23 So, if you could point 24 that out to me, and then I've got a</p>	<p style="text-align: center;">27</p> <p>1 community are moving towards bicycles 2 and away from the car. And, in 3 fact, I think the major part of the 4 bicycle plan does consider routes 5 coming west off the area where 6 generally you're talking about York 7 High School, and you've got some 8 potential there. 9 So, you might need to 10 think about how you could expand by 11 parking. I know you've got two extra 12 car parking places that you don't 13 need. 14 That's something I 15 would like you to consider. 16 MR. UEBELHOR: And, 17 actually, looking at the -- at the 18 square footage that was shown in the 19 staff report, Than, that shows, I 20 think, 4,700-something to -- the gross 21 square footage is actually 4,927 22 square feet on the site plan that you 23 should have been provided. 24 So, I think based on</p>
<p style="text-align: center;">26</p> <p>1 follow-up question. 2 MR. UEBELHOR: Right to 3 the northwest corner of the building 4 -- and it is hard -- hard to see on 5 here. I can show you on the plan -- 6 or pull it up on the screen, makes 7 it a little bit more clear. It 8 might show up on the screen. 9 Okay. So, there's what 10 we would show on the detailed 11 construction plan, the curbed cut-out 12 goes in there. And right now I've 13 got it shown with a Bollard-styled 14 bicycle rack where you pull up on 15 either side of, and I think it's a 16 four-by-six-foot space. 17 And I know we only show 18 the two spaces, and on that we can 19 provide which is no problem at all. 20 COMMISSIONER BRINKMEIER: 21 One of the things, though, that we're 22 asking that these -- this is -- 23 again, we've heard a lot of public 24 testimony about people in our</p>	<p style="text-align: center;">28</p> <p>1 that calculation you can round down 2 to 49 parking spaces. 3 MR. WERNER: It would 4 subtract out bathrooms and storage 5 rooms. 6 COMMISSIONER BRINKMEIER: 7 Oh, oh, yes. 8 MR. UEBELHOR: You 9 know, we would still like to maximize 10 the parking available on site, and we 11 do have still more than adequate 12 range space where, you know, there's 13 the option to expand that bicycle 14 parking. It would still be, you know, 15 below -- below the -- 16 COMMISSIONER BRINKMEIER: 17 So -- so, there is an opportunity for 18 -- if your customers are demanding 19 more bicycle spots, for you to do it 20 within this footprint? 21 MR. HILL: Absolutely. 22 MR. UEBELHOR: Yes. 23 COMMISSIONER BRINKMEIER: 24 Okay.</p>

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<p style="text-align: center;">29</p> <p>1 MR. UEBELHOR: And then 2 if we could do so without, you know, 3 triggering this ordinance, I would 4 think that the intention would be 5 originally go to the code requirement 6 and find that it's not enough. 7 COMMISSIONER BRINKMEIER: 8 I understand that, and it just -- 9 thinking ahead, you're going to be 10 here hopefully for a decade or more, 11 and I'm telling you what I think the 12 trend in our City is going to be. 13 As long as you thought 14 forward enough to know that you're 15 going to need more bike places there, 16 I -- I think we're all benefitting by 17 thinking about that now. 18 Finally, constantly we 19 always are worried about places where 20 pedestrians and cars in -- in 21 Elmhurst and probably other places 22 that you're familiar, you've got to 23 be careful about your ingress and 24 egress and the allowance for the</p>	<p style="text-align: center;">31</p> <p>1 Okay. 2 MR. UEBELHOR: But the 3 main reason because they -- obviously 4 Chic-Fil-A would prefer not to have 5 their pedestrians crossing directly 6 there as well. 7 But we've got an 8 easement there which -- existing 9 sanitary sewers, and a 36-inch public 10 sanitary sewer, and a 36-storm sewer 11 that -- all within a 25-foot easement 12 where our building is now set back 13 far enough not only to grade up to 14 get it above the flood elevation. 15 But the original plan 16 was to have the building closer to 17 83, and with our conversations with 18 Public Works it just -- it just 19 doesn't work there. The -- the 20 utility relocation would kill the 21 project. 22 So -- but the best -- 23 they've done this other store on -- I 24 know the work on the store that just</p>
<p style="text-align: center;">30</p> <p>1 pedestrian and car contact. Your model 2 for your stalls act as Portillos. 3 You said that you see how their 4 operation works. 5 We're familiar with how 6 their operation works. There's a 7 problem with the way Portillos does 8 their thing, and that's where the 9 pedestrians have to cross at the same 10 place where the cars are cued. It 11 goes to the doorways. 12 Describe for us, as 13 quickly as you can because it's 11:30 14 at night, how you would solve that 15 problem knowing that you've looked at 16 Portillos and what you've got here. 17 MR. UEBELHOR: Well, 18 and -- you know, I said that 19 similarity to the -- to outdoor -- 20 people outside taking orders, the food 21 order stations converging to one. 22 Not necessarily just this particular 23 Portillos in Elmhurst, but -- 24 COMMISSIONER BRINKMEIER:</p>	<p style="text-align: center;">32</p> <p>1 opened in Oswego, it's very similar 2 to this. And we've tried to provide 3 as much signage as we can to 4 Deerfield, and we're trying to conduct 5 a traffic study as well, but that is 6 going to be your -- your slow-moving 7 traffic. And there's multiple 8 pedestrian crossing signs on the site, 9 and we're trying to do the best we 10 can with the constraints for the down 11 site and try to make it as safe 12 because obviously pedestrian safety is 13 a primary concern. 14 COMMISSIONER BRINKMEIER: 15 All right. 16 You just testified that 17 there's a new store that's opened in 18 Oswego. Would you give us the 19 address so that we can go out and 20 look at it if we need to? 21 MR. UEBELHOR: I 22 believe it's 2734 US Highway 34 in 23 Oswego. It's right in front of 24 Meijer.</p>

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<p style="text-align: center;">33</p> <p>1 COMMISSIONER BRINKMEIER: 2 Okay. 3 CHAIRMAN WHISTLER: Is 4 there one closer that would be 5 similar to this? 6 COMMISSIONER TORCASSO: 7 There's one on Butterfield in Lombard, 8 I believe, right across from -- 9 CHAIRMAN WHISTLER: 10 That's where you go when -- that's 11 where you had the question. 12 MR. UEBELHOR: Lombard 13 has a nice way to drive there, so -- 14 COMMISSIONER BRINKMEIER: 15 I -- I was just picking up on your 16 testimony that you felt you had an 17 Oswego store that's just opened that 18 is very similar to what you're 19 proposing here, and I just wanted to 20 get that address on the record in 21 case we wanted to go look at it. 22 On the pedestrian 23 crossing concept, I noticed in your 24 plan called a cross-passing marking on</p>	<p style="text-align: center;">35</p> <p>1 400, Rosemont. 2 We did the traffic 3 study for this, and I understand what 4 you're saying there. 5 The delineation proposed 6 -- 7 COMMISSIONER BRINKMEIER: 8 I call them waist-high -- probably 9 waist-high. 10 MR. WOODWARD: Yes. 11 And, though, effective -- though, 12 effective, they really wouldn't be a 13 benefit in this location primarily 14 because of the orientation of the 15 parking that's along there given the 16 situation with the -- with the, dare 17 I say, the tight area with driving 18 around and the drive-thru with the 19 parking. Having those things there 20 would be difficult for plowing in to 21 get the traffic through there and 22 things like that. 23 What they are 24 recommending is the -- just to have</p>
<p style="text-align: center;">34</p> <p>1 the pavement. You said that there 2 are signs. 3 There are solutions out 4 there particularly -- I -- I know 5 some of these -- that I think is 6 yours where you have yellow -- not 7 the yellow -- the orange waist-high 8 cones that are about this high, and 9 you're directing people by those 10 stations, this is where you cross 11 pedestrian-wise, and it keeps the cars 12 and the pedestrians away. 13 Have you thought of 14 that kind of a solution for proposal? 15 And here comes the guy 16 who knows what I'm talking. He 17 probably knows that. 18 CHAIRMAN WHISTLER: We 19 need your name first. 20 MR. WOODWARD: Good 21 evening. My name is William 22 Woodward. I'm the traffic engineer 23 consultant with Kenig Lindgren O'Hara 24 Aboona at 9575 West Higgins, Suite</p>	<p style="text-align: center;">36</p> <p>1 -- a little more advanced signage. 2 The fact that these cars will be 3 going at a slow rate of speed because 4 of all these things added together 5 will make this a safe environment for 6 pedestrians to cross. 7 COMMISSIONER BRINKMEIER: 8 Fair enough. I know that most -- 9 most are in Florida, so -- all right. 10 Thank you. 11 CHAIRMAN WHISTLER: 12 Frank? 13 COMMISSIONER MUSHOW: 14 The signs, the walk signs that you're 15 going to have up, are they going to 16 be -- how long will they be lit 17 during the day, at night, or -- 18 MR. HILL: They'll only 19 be lit during our open business ours. 20 So, when our staff closes the door, 21 they'll flip the switch and the signs 22 will all turn off. 23 COMMISSIONER MUSHOW: 24 The other thing is -- I mean, one of</p>

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<p style="text-align: center;">37</p> <p>1 the ideas that you used for your 2 traffic, I think, was November 17th. 3 I was wondering why you 4 used that date rather than one that's 5 more closer to Christmas Eve which 6 then brings a lot of traffic into 7 that particular area, because of 8 Kohl's being over there and -- and 9 Sears being over there, so there's a 10 lot more cars parking and things like 11 that. 12 MR. WOODWARD: Well, I 13 mean, just the shopping mall is not 14 designed for the holiday season -- I 15 mean, the counts are -- the counts 16 are established based on the time 17 that the project comes around. 18 Personally, that's just the way it's 19 going to be. 20 We did look at -- and 21 intersection, but if you think about 22 the situation, the fact that the 23 restaurant -- where it's located on 24 the site, you're -- you have seven --</p>	<p style="text-align: center;">39</p> <p>1 signage is -- the front that we're 2 proposing for that is typical signage 3 for this building. 4 COMMISSIONER CALLAWAY: 5 Okay. And the pylon sign then would 6 be larger than what you typically 7 use? 8 MR. UEBELHOR: No, the 9 pylon sign as well as -- it's -- 10 that's their part of the whole -- 11 sign on there. 12 COMMISSIONER CALLAWAY: 13 So, I'm familiar with the store 14 that's on Butterfield in Lombard. 15 Would that be the same 16 type of sign, do you know? 17 MR. UEBELHOR: That's 18 -- that's a different type of sign. 19 It's a monument sign. 20 COMMISSIONER CALLAWAY: 21 Okay. 22 MR. UEBELHOR: And, 23 actually, they just replaced that sign 24 from the one that was -- when the</p>
<p style="text-align: center;">38</p> <p>1 about seven different access driveways 2 over the Elmhurst Crossing development 3 overall, that -- that's coming in 4 coming at all different angles. But 5 then when it gets to its area where 6 the restaurant is, it doesn't slow 7 things -- and then when it's all done 8 it dissipates back out. 9 So, having that 10 situation doesn't really matter if 11 it's a holiday or not, because that 12 traffic is separated from the rest of 13 the development, and you have seven 14 access points to clearly diffuse the 15 situation. 16 CHAIRMAN WHISTLER: 17 Lisa? 18 COMMISSIONER CALLAWAY: 19 Just one clarification. 20 Eric, I think I heard 21 you say that -- that signage that 22 you're seeking for this particular 23 store is standard for Chic-Fil-A? 24 MR. UEBELHOR: The wall</p>	<p style="text-align: center;">40</p> <p>1 store opened just for added visibility 2 and a better sign would be better. 3 But that one, there's 4 -- there's no other pylon sign along 5 that corridor. It's kind of -- we 6 kind of tried to stay consistent with 7 the surrounding uses. So, we're 83 8 -- and Butterfield is a similar field 9 to 83. When you drive down, all 10 other signs along there are monument 11 signs. 12 COMMISSIONER CALLAWAY: 13 How about the store that's on -- on 14 Butterfield in Wheaton, do you know 15 what kind of sign that is? 16 MR. UEBELHOR: Wheaton 17 has a monument as well. 18 And I will add that a 19 pylon sign, it will -- for one, the 20 location of the parking lot where the 21 sign is shown is about 4 to 5 feet 22 below the grade of Route 83. So, a 23 20-foot sign becomes a 16, 15-foot 24 sign.</p>

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<p style="text-align: center;">41</p> <p>1 And not just that, but 2 the foundation of the sign where just 3 a monument sign typically you have a 4 larger foundation. We're kind of 5 tucked in between this supermarket 6 there. So, a pylon sign works well 7 to just sit in between -- you've got 8 sanitary off to one side, storm off 9 on the other side. A pylon sign 10 drops in more -- actually than a 11 monument sign would. 12 And a narrow monument 13 sign could fit, then we're talking -- 14 haul in a monument sign as opposed to 15 just a small face, and you can really 16 get a nice looking pylon sign. 17 CHAIRMAN WHISTLER: I 18 think -- Brendan, didn't you have 19 your hand up? 20 COMMISSIONER HILL: 21 Just -- just a quick point, Eric. 22 So, obviously no need 23 for -- on the street -- or none on 24 the interior road. Everything is</p>	<p style="text-align: center;">43</p> <p>1 Real quick question back on signs. 2 How do you calculate -- 3 because you have -- the way you have 4 a big C on it, how do you calculate 5 the square footage as you have down 6 here; do you take it -- height like 7 this, and did you -- 8 MR. UEBELHOR: I had a 9 sign contractor calculate it for me. 10 MR. WERNER: This 11 answers your question. 12 The measurement includes 13 the whole -- this thing, so what 14 happens is a sign like this you're 15 actually penalized. 16 The sign includes the 17 entire area of the smallest chain in 18 the form. So, what happens is that 19 -- a sign like this actually gets 20 penalized because of the large C with 21 the chicken, all that -- that space 22 in between we have to count. So, it 23 goes towards them. 24 COMMISSIONER MUSHOW:</p>
<p style="text-align: center;">42</p> <p>1 going to be accessed through the 2 parking lot. 3 On the northeast -- 4 Than, could you -- do you have the 5 -- do you have this site plan on the 6 northeast -- far northeast section, 7 those are dumpsters and a grease pit, 8 or whatever you call it -- I thought 9 that's what it is. 10 MR. UEBELHOR: That's 11 the trash area. 12 COMMISSIONER HILL: 13 Okay. And then those -- I guess the 14 six squares below that, what is that 15 showing, or -- 16 MR. UEBELHOR: That's 17 -- that's a concrete section just for 18 -- for loading when the truck pulls 19 up so they don't run out loads. 20 COMMISSIONER HILL: 21 Okay. Good. 22 CHAIRMAN WHISTLER: 23 Frank? 24 COMMISSIONER MUSHOW:</p>	<p style="text-align: center;">44</p> <p>1 Okay. 2 MR. WERNER: So, if 3 they want to be just the C and then 4 just the rest of it would not come 5 up to that. 6 COMMISSIONER MUSHOW: 7 No, that answers -- thank you. That 8 answers my question. 9 CHAIRMAN WHISTLER: 10 Allen, you've got something? 11 COMMISSIONER BRINKMEIER: 12 Yes, I've got a follow-up. 13 What's the dead space 14 of that sign that you're counting, 15 the white space -- 16 MR. WERNER: All of the 17 -- the letters, above from the H to 18 the A all the way -- because on the 19 very left here you're going to see 20 that -- that like this. 21 COMMISSIONER BRINKMEIER: 22 Yes, yes. 23 MR. WERNER: And that 24 goes all the way.</p>

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<p style="text-align: center;">45</p> <p>1 COMMISSIONER BRINKMEIER: 2 So, you cut all that dead space as 3 far as their sign and -- 4 MR. WERNER: Sure. 5 COMMISSIONER BRINKMEIER: 6 Okay. I didn't know that. 7 MR. WERNER: Which is 8 why their 15-foot sign really wouldn't 9 be that big. 10 COMMISSIONER BRINKMEIER: 11 Okay. I did have a question of 12 Than, which is another question which 13 is my other. 14 The prior facility that 15 was at this, wasn't it a Ground Round 16 back in -- 17 MR. WERNER: I have not 18 been here that long. 19 COMMISSIONER BRINKMEIER: 20 I'm older than that. Okay. 21 MR. WERNER: It was '91 22 when I got here. 23 COMMISSIONER BRINKMEIER: 24 Wasn't there a Ground Round there?</p>	<p style="text-align: center;">47</p> <p>1 Than, follow up to -- to Allen's 2 records, so that preceded the -- 3 MR. WERNER: Yes, 4 correct. 5 CHAIRMAN WHISTLER: My 6 -- my question to you would be more 7 emphatically in terms of staff review, 8 because they have several different 9 things here about the traffic, 10 ingress, egress, and that kind of 11 stuff, and the sign. 12 Does that inadvertently 13 review the take time, and what was 14 the feedback? 15 MR. WERNER: We 16 actually had two development team 17 meetings that involved all the 18 departments, and the feedback was all 19 good. Most of the engineering -- it 20 was back and forth with engineering 21 with the sewer line locations -- and 22 this related to Zone S. There's 23 still a conditional with elevation. 24 So, those were most of</p>
<p style="text-align: center;">46</p> <p>1 The point of all this 2 -- the point of all this is didn't 3 Ground Round have a pylon sign there, 4 and then when the -- they took it 5 down? 6 MR. WERNER: There's a 7 sign now. 8 CHAIRMAN WHISTLER: 9 Well, that's the whole -- prior to -- 10 COMMISSIONER BRINKMEIER: 11 Yes. 12 MR. WERNER: This is 13 where I tell the companies with their 14 logos -- I'm sure they know that they 15 do it, that that C in Chic wasn't 16 that big, their sign wouldn't come -- 17 COMMISSIONER MCCOYD: 18 But it wouldn't look like a chicken 19 then. 20 MR. WERNER: Exactly. 21 So, they're willing -- they're willing 22 to stay with that 58 square feet when 23 in reality -- 24 CHAIRMAN WHISTLER:</p>	<p style="text-align: center;">48</p> <p>1 the issues, completed the night of 2 the problem, most of internal -- and 3 in -- in that corner we do not have 4 an issue with that. Fire department 5 had no comments. 6 CHAIRMAN WHISTLER: How 7 about the development agreement that 8 was a plan development package that 9 -- 10 MR. WERNER: It was a 11 development. We did a development 12 agreement because we never dealt with 13 it with this Commission -- a 14 development with the City Council, 15 which, from where I sit, they also 16 included the sign package to make the 17 request a little easier because it's 18 a 25-square-foot sign and not -- 19 Kohl's or K-Mart or Sears. 20 CHAIRMAN WHISTLER: Is 21 this -- is this agreed to at that 22 time? 23 MR. WERNER: It's very 24 consistent. I -- I analyzed the sign</p>

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<p style="text-align: center;">49</p> <p>1 area, a total -- and I believe it's 2 4,531 feet in frontage and 2,500 3 square feet of signage at this point. 4 So, we're in those areas. 5 So, we're well within 6 it, and they're well within the -- on 7 their own for the sign department. 8 CHAIRMAN WHISTLER: 9 Allen, I know you've got a question, 10 and I see somebody getting up there, 11 so -- 12 COMMISSIONER BRINKMEIER: 13 I'm trying to get away from Than. 14 CHAIRMAN WHISTLER: 15 Okay. 16 COMMISSIONER BRINKMEIER: 17 One of the things that we always try 18 and do now, we talk about 19 capabilities for our buildings and 20 things like that. 21 How are you -- what's 22 the routing for the water that's 23 coming off your roof; are you tying 24 in some cisterns, are you moving that</p>	<p style="text-align: center;">51</p> <p>1 lead value certification, which 2 essentially means that we make 3 buildings to the -- to the Green 4 Building Commission and submit it as 5 a prototype from that process, and we 6 get X number of points just for our 7 prototype alone. 8 And in doing that, then 9 we -- we purchased like a number of 10 stores -- let's say it's 20 -- and 11 then we follow the same prototypes, 12 same process through the Green 13 Building Council, then would be the 14 addition of lead certification based 15 on that criteria. 16 That's in the works 17 right now. 18 So, to answer your 19 question, yes, we do have a focus on 20 the sustainable and the use of 21 sustainable practices as it relates to 22 lead certification. 23 COMMISSIONER BRINKMEIER: 24 How about this store, does that --</p>
<p style="text-align: center;">50</p> <p>1 off, are you trying to do stuff to 2 keep this, you know, an 3 environmentally friendly footprint? 4 Give a little record 5 for us on that. 6 MR. UEBELHOR: As far 7 as the roof drains, typically signs 8 -- and we have our storm sewer site 9 that we have the -- a variation plan, 10 typically there is no drain water 11 parts -- for the variation plan. 12 There are some sustainable practices 13 on the -- the building material, 14 themselves, but kind of on a 15 site-by-site basis. 16 COMMISSIONER BRINKMEIER: 17 Is that something that Chic-Fil-A is, 18 you know, nationally committed to, or 19 maybe you can have your gentleman 20 talk to that? 21 MR. HILL: I can talk 22 to that, yes. 23 So, we're in the 24 process right now of going through a</p>	<p style="text-align: center;">52</p> <p>1 MR. HILL: This 2 particular store is a prototype, and 3 it does use those same practices 4 reflected through recycled material, 5 you know, high efficiency lighting, 6 you know, low flush toilets, all of 7 that. 8 COMMISSIONER BRINKMEIER: 9 Okay. Good. Thank you. 10 CHAIRMAN WHISTLER: 11 Okay. How are we doing? Anything 12 else from anybody? 13 Than, do you have 14 anything else? 15 MR. WERNER: No, sir. 16 CHAIRMAN WHISTLER: Do 17 you folks have anything else to share 18 for the record? 19 MR. UEBELHOR: No, sir. 20 Just wondering of the possibility of 21 deliberation tonight. 22 COMMISSIONER BRINKMEIER: 23 In addition, note that it's 11:30. 24 MR. WERNER: It's worth</p>

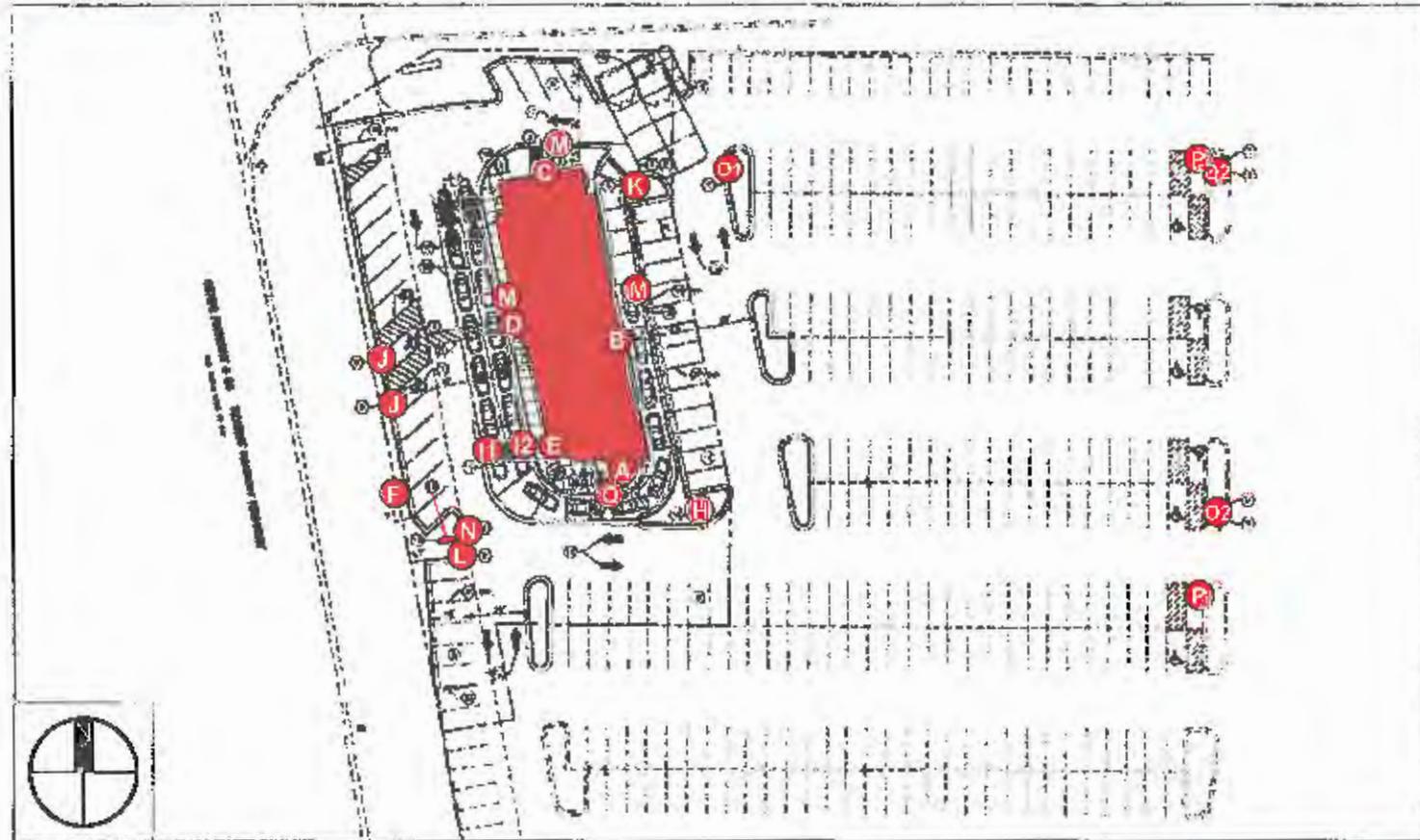
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<p>53</p> <p>1 a shot.</p> <p>2 CHAIRMAN WHISTLER: We</p> <p>3 didn't even get a motion for that.</p> <p>4 Okay. When would this</p> <p>5 be carried over to?</p> <p>6 MR. WERNER: 14th.</p> <p>7 CHAIRMAN WHISTLER:</p> <p>8 That's the next available date?</p> <p>9 Okay.</p> <p>10 Anything else?</p> <p>11 MR. WERNER: No, sir.</p> <p>12 CHAIRMAN WHISTLER:</p> <p>13 Then we'll close this public hearing</p> <p>14 and have our deliberation on the</p> <p>15 14th.</p> <p>16</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>	



Elmhurst, IL FSU

- A** 80" CLs = 58.75 sqft ✓
- B** 54" CLs = 47.63 sqft ✓
- C** 36" CLs = 21.19 sqft
- D** 548" CLs = 37.57 sqft ✓
- E** Wall Sign = 36.75 sqft ✓
- F** Pylon Sign = 84.10 sqft
- G** Directional - Enter (Not Used)
- H** Directional - Drive Thru
- I** Speaker Canopy
- J** Speaker Canopy
- K** DOT Signage - HP
- L** DOT Signage - Stop/Do Not Enter
- M** DOT Signage - Do Not Enter
- N** DOT Signage - Ped Xing
- O** DOT Signage - Left Turn Only
- O1** DOT Signage - Chick Fil A Drive Thru (Single Sided)
- O2** DOT Signage - Chick Fil A Drive Thru (Double Sided)
- P** DOT Signage - Stop Sign
- Q** Flag Pole



Client: Chick-fil-A
 Site #: CF-2735
 Address: 303 South Route 83
 Elmhurst, IL 60126
 Elmhurst, IL FSU

10/18/2012	Original Rendering
12/17/2012	Added additional signage and updated site plan
12/11/2012	Added additional Ped Crossing signage and Stop sign
01/30/2013	Updated building with new design

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ESTABLISHED 2004

SIGN A	60" Chick-fil-A
Type:	Individual channel letters
Illumination:	Internally illuminated LED
Square Footage:	58.76
To Grade:	Top of sign to grade = 20'-2" Bottom of sign to grade = 15'-2"



Front Elevation (South)

Scale: 1/8" = 1'-0"

Sign 1 Square Footage of this Elevation: **58.76**



Client:	Chick-fil-A
Site #:	CF-2735
Address:	303 South Route 83 Elmhurst, IL 60128 Elmhurst, IL, FSU

REVISIONS DATED	10/12/2012	Original Rendering	DH
	1207/2012	Added additional signage and updated site plan	DH
	12/21/2012	Added additional Pw, Changing signage and Shop sign	DH
	01/30/2013	Updated building with new design	DH

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SIGN B	54" Chick-fil-A
Type	Individual channel letters
Illumination	Internally illuminated LED
Square Footage	47.83
To Grade	Top of sign to grade = 19'-8" Bottom of sign to grade = 15'-2"



Right Elevation (East)

Scale: 3/32" = 1'-0"

Actual Square Footage this Elevation: 52.64

	Client:	Chick-fil-A	10/12/2012	Original Rendering	DH	<small>This rendering is the property of Anchor Sign, Inc. It is for the exclusive use of Anchor Sign, Inc. and the party who requested this rendering. If an updated original drawing set to be detached, reproduced or modified without the express consent of Anchor Sign, Inc. Please consult your account manager with questions regarding this statement.</small>
	Site #:	CF-2736	12/07/2012	Added additional signage and updated site plan	DH	
	Address:	303 South Route 83 Elmhurst, IL 60126	12/21/2012	Added additional Pro Crossing signage and Stop sign	DH	
		Elmhurst, IL FSU	01/30/2013	Updated building with new design	DH	



SIGN C	36" Chick-fil-A
Type	Individual channel letters
Illumination	Internally Illuminated LED
Square Footage	21.19
To Grade	Top of sign to grade = 16'-2" Bottom of sign to grade = 16'-2"



Rear Elevation (North)

Scale: 1/8" = 1'-0"

Actual Square Footage of Elevation: **21.19**

	Client:	Chick-fil-A	10/17/2012	Original Rendering	DP	This rendering is the property of Anchor Sign. It is to be used for the intended use of Anchor Sign and not for any other purpose without the written consent of Anchor Sign. It is not to be used for any other purpose without the written consent of Anchor Sign. It is not to be used for any other purpose without the written consent of Anchor Sign.
	Site #:	CF-2735	12/07/2012	Added additional signage and updated site plan	DP	
	Address:	303 South Roberts St Elmhurst, IL 60126	12/21/2012	Added additional Photo Content signage and Ring sign	DP	
		Elmhurst, IL FSU	01/02/2013	Updated building with new design	DP	



SIGN D	48" Chick-fil-A
Type:	Individual channel letters
Illumination:	Internally Illuminated LED
Square Footage:	37.67
To Grade:	Top of sign to grade = 20'-1" Bottom of sign to grade = 16'-1"

SIGN E	The Original Chicken Sandwich
Type:	Routed acrylic letters on a backer panel
Illumination:	Internally Illuminated LED
Square Footage:	38.75
To Grade:	Top of sign to grade = 20'-1" Bottom of sign to grade = 16'-1"



Right Elevation (West)

Scale: 3/32" = 1'-0"

Original Signage/Proposed Signage/Description 74.42

	Client:	Chick-fil-A	10/12/2012	Original Rendering	DH	<small>This rendering is the property of Anchor Sign, Inc. It is for the exclusive use of Anchor Sign, Inc. and the party who requested the rendering. It is an unapproved original drawing not to be distributed, reproduced or exhibited without the consent of Anchor Sign, Inc. Please direct all account manager with questions regarding this statement.</small>
	Site #:	CF-2735	12/07/2012	Added additional signage and updated site plan	DH	
	Address:	303 South Route 83 Elmhurst, IL 60120	12/21/2012	Added additional Ped Crossing signage and Stop sign	DH	
			01/30/2013	Updated building with new design	DH	



SIGN A	60" Chick-fil-A
Type	Individual channel letters
Illumination	Internally illuminated LED
Square Footage	58.75
To Grade	Top of sign to grade = 20'-2" Bottom of sign to grade = 15'-2"

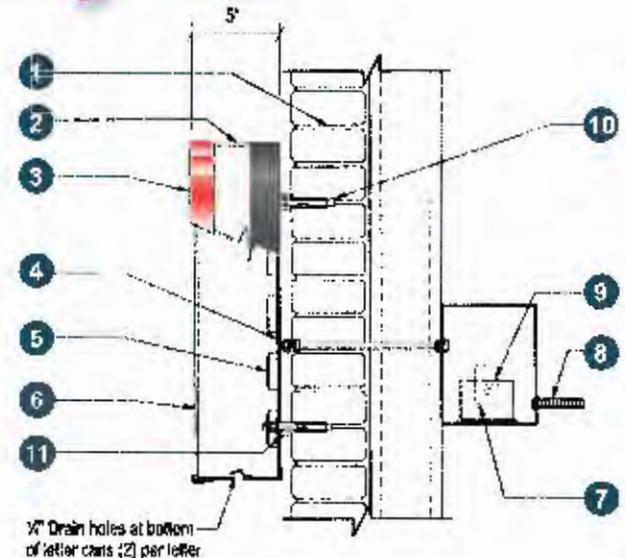


A Sign Layout Detail
Scale: 1/2" = 1'-0"

Electrical Detail:
White LEDs
(X) 60w Transformer
Total Amps: XXX
(1) 20 amp 120V Circuit Req.

General Notes:
This sign is to be installed in accordance with the requirements of Article 600 of the National Electrical Code.
1) Grounded and bonded per NEC 600.7/NEC 250
2) Existing branch circuit in compliance with NEC 600.5, not to exceed 20 amps
3) Sign is to be UL listed per NEC 600.3
4) UL disconnect switch per NEC 600.6- required per sign component before leaving manufacturer
*For multiple signs, a disconnect is permitted but not required for each section

Specifications: Channel Letters
1. Existing facade: Brick
2. 0.040 Aluminum letter returns painted to match SW "Gray"
3. 0.125" x 1" trim cap to match red
4. 3mm Signabond lite composite backs (interior of sign can painted white for maximum illumination)
5. Red LEDs
6. 3/16" Red Acrylic faces
7. Waterproof disconnect switch per NEC 600-6
8. Primary electrical feed
9. Transformers
10. Mounting Hardware - 3/8" Sleeve anchors
11. 1/2" Aluminum spacers



Section @ LED Channel Letter
Front-Lit (Remote) Scale: N.T.S.



Client:	Chick-fil-A
Site #:	CF-2736
Address:	303 South Route 88 Emmurst, IL 60128 Emmurst, IL FSU

REVISION INFO	10/12/2012	Original Rendering	DH
	12/07/2012	Added additional signage and updated site plan	DH
	12/21/2012	Added additional Red Crossing signage and Stop sign	DH
	04/30/2013	Updated building with new design	

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SIGN B	54" Chick-fil-A
Type	Individual channel letters
Illumination	Internally Illuminated LED
Square Footage	47.83
To Grade	Top of sign to grade = 19'-8" Bottom of sign to grade = 15'-2"

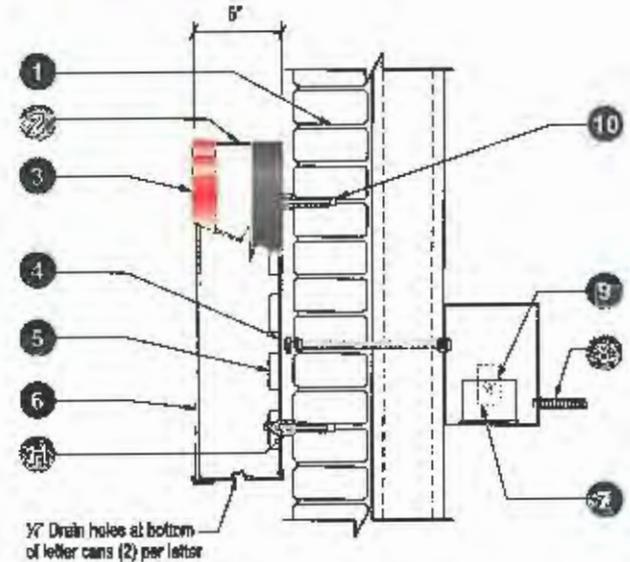


B Sign Layout Detail
Scale: 1/2" = 1'-0"

Electrical Detail
White LEDs
(X) 60w Transformer
Total Amps: XXX
(1) 20 amp 120V Circuit Req.

General Notes
This sign is to be installed in accordance with the requirements of Article 600 of the National Electrical Code.
1) Grounded and bonded per NEC 600.7/NEC 250
2) Existing branch circuit in compliance with NEC 600.5, not to exceed 20 amps
3) Sign is to be UL listed per NEC 600.3
4) UL disconnect switch per NEC 600.6- required per sign component before leaving manufacturer* *For multiple signs, a disconnect is permitted but not required for each section

Specifications: Channel Letters
1. Existing Facade: Brick
2. 0.040 Aluminum letter returns painted to match SW "Grey"
3. 0.125" x 1" trim cap to match red
4. 3mm Signabond Lite composite backs (Interior of sign can painted white for maximum illumination)
5. Red LEDs
6. 3/16" Red Acrylic faces
7. Waterproof disconnect switch per NEC 600-6
8. Primary electrical feed
9. Transformers
10. Mounting Hardware - 3/8" Sleeve anchors
11. 1/2" Aluminum spacers



Section @ LED Channel Letter
Front-Lit (Remote) Scale: N.T.S.



Client:	Chick-fil-A
Site #:	CF-2735
Address:	303 South Route 83 Elmhurst, IL 60126 Elmhurst, IL FSU

10/12/2012	Original Rendering	DH
12/07/2012	Added additional signage and updated site plan	DH
12/21/2012	Added additional Ped Crossing signage and Stop sign	DH
01/30/2013	Updated building with new design	DH

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SIGN C	36" Chick-fil-A
Type	Individual channel letters
Illumination	Internally Illuminated LED
Square Footage	21.19
To Grade	Top of sign to grade = 18'-2" Bottom of sign to grade = 16'-2"

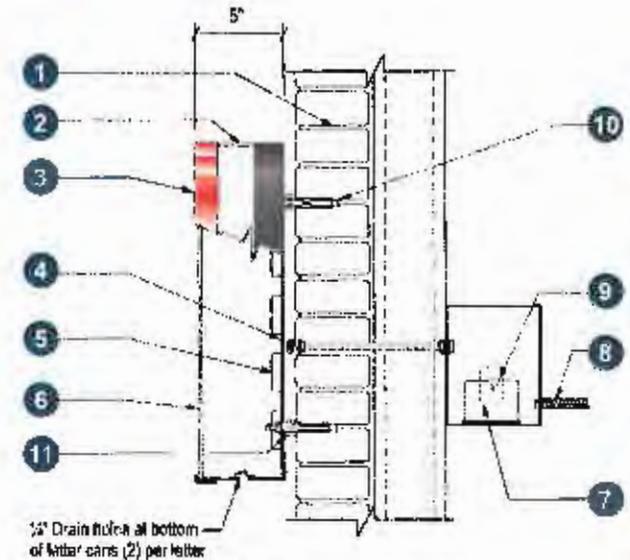


C Sign Layout Detail
Scale: 3/4" = 1'-0"

Electrical Detail:
White LEDs (X) 60w Transformer Total Amper: XXX (1) 20 amp 120V Circuit Req.

General Notes:
This sign is to be installed in accordance with the requirements of Article 600 of the National Electrical Code.
1) Grounded and bonded per NEC 600.7/NEC 250
2) Existing branch circuit in compliance with NEC 610.5, not to exceed 20 amps
3) Sign is to be UL listed per NEC 600.3
4) UL disconnect switch per NEC 600.6- required per sign component before leaving manufacturer *For multiple signs, a disconnect is permitted but not required for each section

Specifications: Channel Letters
1. Existing Facade: Brick
2. 0.040 Aluminum letter returns painted to match SW 'Grey'
3. 0.125" x 1" trim cap to match red
4. 3mm Signabond Lite composite tracks (interior of sign can painted white for maximum illumination)
5. Red LEDs
6. 3/16" Red Acrylic faces
7. Waterproof disconnect switch per NEC 600-6
8. Primary electrical feed
9. Transformers
10. Mounting Hardware - 3/8" Sleeve anchors
11. 1/2" Aluminum spacers



Section @ LED Channel Letter
Front-Lit (Remote) Scale: N.T.S.



Client:	Chick-fil-A
Site #:	CF-2735
Address:	308 South Route 88 Elmhurst, IL 60120

DESIGN/REV	01/20/12	Original Hardware	RFI
	12/02/12	Added additional signage and updated site plan	DR
	12/12/12	Added additional Post, Channel, Signage and Stop sign	DR
	01/08/13	Updated signage with new design	DR

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SIGN D	48" Chick-fil-A
Type	Individual channel letters
Illumination	Intensely Illuminated LED
Square Footage	37.67
To Grade	Top of sign to grade = 20'-1" Bottom of sign to grade = 16'-1"

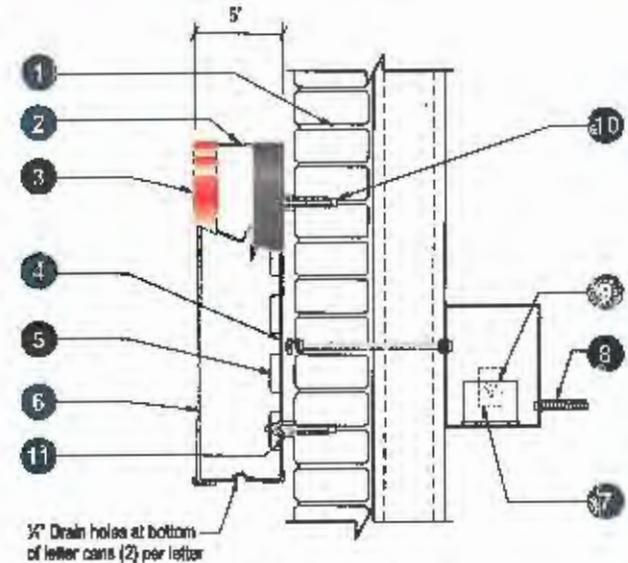


D Sign Layout Detail
Scale: 3/4" = 1'-0"

Electrical Detail:
White LEDs
(X) 60w Transformer
Total Amps: X.XX
(1) 20 amp 120V Circuit Req.

General Notes:
This sign is to be installed in accordance with the requirements of Article 600 of the National Electrical Code.
1) Grounded and bonded per NEC 600.7/NEC 250
2) Existing branch circuit in compliance with NEC 600.5, not to exceed 20 amps
3) Sign is to be UL listed per NEC 600.3
4) UL disconnect switch per NEC 600.6- required per sign component before leaving manufacturer
*For multiple signs, a disconnect is permitted but not required for each section

Specifications: Channel Letters
1. Existing Facade: Brick
2. 0.040 Aluminum letter returns painted to match SW "Grey"
3. 0.125" x 1" trim cap to match red
4. 3mm Signabond Lite composite backs (interior of sign can painted white for maximum illumination)
5. Red LEDs
6. 3/16" Red Acrylic faces
7. Waterproof disconnect switch per NEC 600-6
8. Primary electrical feed
9. Transformers
10. Mounting Hardware - 3/8" Sleeve anchors
11. 1/2" Aluminum spacers



Section @ LED Channel Letter
Front-Lit (Remote) Scale: N.T.S.

	Client: Chick-fil-A	10/12/2012	Original Rendering	DH	This drawing is the property of Anchor Sign, Inc. It is to be used only for the address given of Anchor Sign, Inc. and the party which requested the rendering. It is an unpatented original drawing not to be distributed, reproduced or copied without the consent of Anchor Sign, Inc. Please contact your account manager with questions regarding this statement.
	Site #: CF-2735	12/07/2012	Added additional signage and updated site plan	DH	
	Address: 803 South Route 83	12/21/2012	Added additional Red Cross signage and Stop sign	DH	
	Elmhurst, IL 60128	01/30/2013	Updated building with new design	DH	
Elmhurst, IL FSU					



SIGN E	The Original Chicken Sandwich
Type:	Routed acrylic letters on a backer panel
Illumination:	Recessed illuminated LED
Square Footage:	36.75
To Grade:	Top of sign to grade = 20'-1" Bottom of sign to grade = 16'-1"



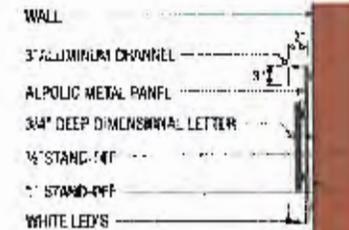
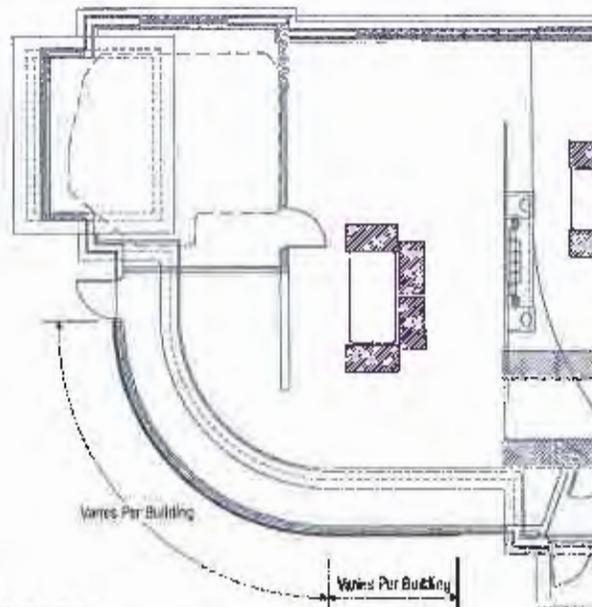
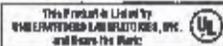
SPECIFICATIONS

BACKGROUND PANEL
THE BACKGROUND PANEL IS ALPOLIC COMPOSITE MATERIAL SHAPED TO MATCH THE CURVE OF THE BUILDING.

GRAPHICS
3/4" DEEP DIMENSIONAL LETTERS MOUNTED ON BACKGROUND PANEL WITH 1/2" STAND-OFF



LETTERS
BLACK ACRYLIC



Client: Chick-fil-A
Site #: CF-2735
Address: 303 South Route 23
Elmhurst, IL 60126
Elmhurst, IL, PSU

REVISION INFO	DATE	DESCRIPTION	BY
	10/12/2012	Original Rendering	DH
	12/27/2012	Added additional signage and updated alignment	DH
	12/21/2012	Added additional Red Crossing signage and Stop sign	DH
	01/30/2013	Updated building with new design	DH

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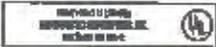


Sign #

Sign	Chick-fil-A Pylon
Sign Type	Pylon Sign
Illumination	Internally Illuminated w/ Fluorescent Lamps
Square Footage	48.00 + 16.10 = 64.10

SPECIFICATIONS

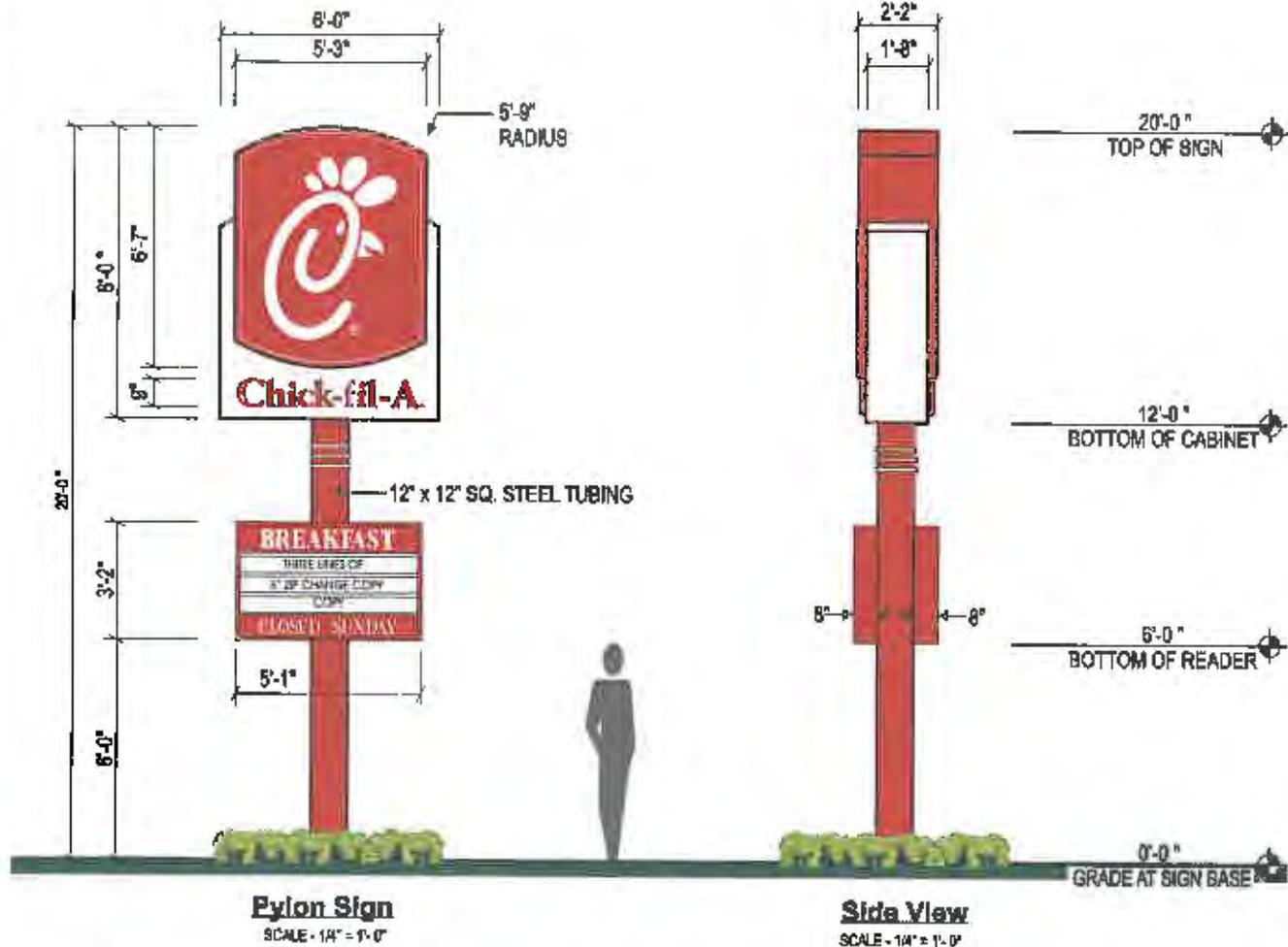
CABINET
 ALUMINUM CABINET HAS STEEL FRAME WITH .036 ALUMINUM CLADDING, RETAINERS AND FILLER.
CHICK-FIL-A LOGO
 FLEX FACE MATERIAL DECORATED WITH TRANSLUCENT VINYL FILM ON SURFACE OF FLEX FACES ARE BACKLIT BY HIGH OUTPUT FLUORESCENT LAMPS SPACED EVENLY ON 12" CENTERS.
CHICK-FIL-A LOGO LETTERS
 LETTERS ARE LED ILLUMINATED CHANNEL LETTERS MOUNTED ON ALUMINUM SURFACE OF SIGN.
 DECORATIVE RINGS ON POLE RINGS ARE 1" x 1" ALUMINUM TUBING ATTACHED TO POLE.
READER BOARD
 TWO (2) SINGLE-FACED CABINETS INSTALLED BACK TO BACK ON STEEL POLE. FACES ARE BACKLIT BY HIGH OUTPUT FLUORESCENT LAMPS SPACED EVENLY ON 12" CENTERS.
 TRACK ACCOMMODATES WAGNER ZIP LETTERS.



ALUMINUM SURFACES
 GENESIS M SINGLE STAGE (GG-BE-05)
 RED FINISH
 CHANNEL LETTER FACED
 2ND RED ACRYLIC
 FLEX FACES
 Z99-SI CARDINAL RED
 TRANSLUCENT VINYL FILM

ALUMINUM SURFACES
 SPRAY-ON TAVER 1 (SATIN FINISH)

FLEX FACES
 WHITE FLEX SUBSTRATE
 ACRYLIC FACED
 T302 WHITE ACRYLIC



Client:	Chick-fil-A
Site #:	CF-2735
Address:	303 South Route 83 Elmhurst, IL 60128 Elmhurst, IL FSU

10/12/2012	Original Rendering	DM
12/07/2012	Added additional signage and updated site plan	DM
12/21/2012	Added additional Ped Crossing signage and Stop sign	DM
01/30/2013	Updated building with new design	DM

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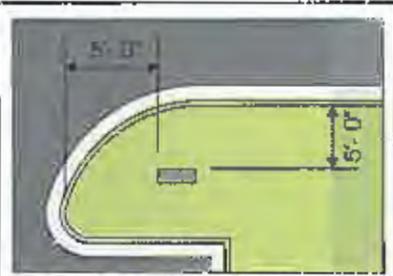


SPECIFICATIONS

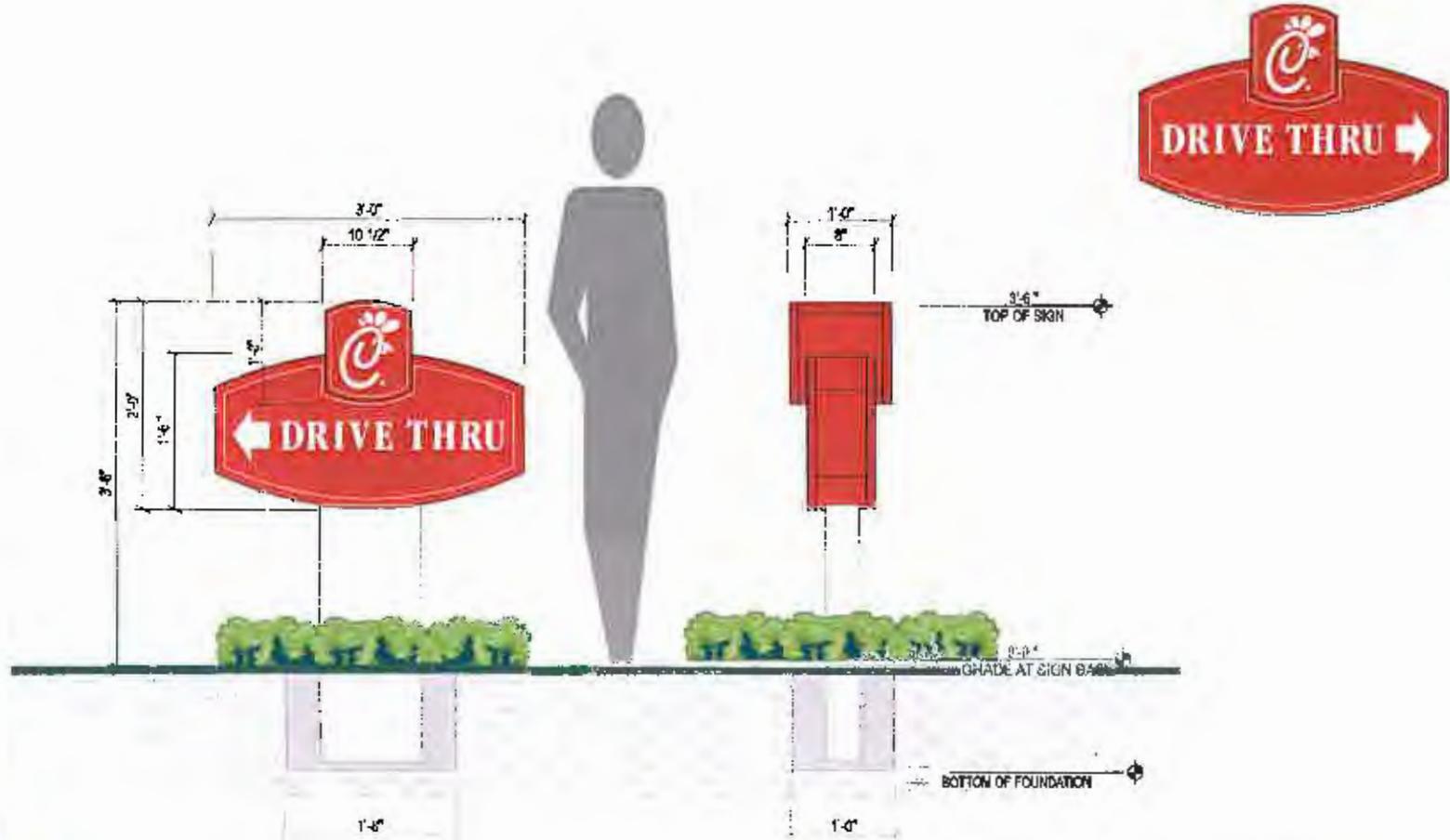
CABINET
 ALUMINUM CONSTRUCTION CABINET
 .090 ALUMINUM CLADDING,
 RETAINERS AND FILLER,
 GRAPHICS
 ACRYLIC FACES DECORATED
 WITH TRANSLUCENT VINYL
 FILM ON SURFACE OF ACRYLIC. FACES
 ARE BACKLIT BY HIGH OUTPUT
 FLUORESCENT LAMPS.
 STEEL POLE
 4" x 12" STEEL POLE

ALUMINUM SURFACES
 GENESIS M SINGLE STAGE (G2 SERIES)
 RED #4R2747
 ACRYLIC FACES
 230-53 CARDINAL RED
 TRANSLUCENT VINYL FILM

ALUMINUM SURFACES
 SPRAYLAK MARK 1 (SATIN WHITE)
 ACRYLIC FACES
 7328 WHITE ACRYLIC



TRY TO KEEP DIRECTIONALS 5'-0"
 FROM CURBS WHEREVER POSSIBLE
 TO INSURE VEHICLES DONT HIT THEM



H Directional Signage
 SCALE - 3/4" = 1'-0"

Side View
 SCALE - 3/4" = 1'-0"



THIS PRODUCT IS LISTED BY
 UNDERWRITERS LABORATORIES, INC.
 AND BEARS THE MARK



Client: Chick-fil-A
 Site #: CF-2735
 Address: 303 South Route 83
 Ekhurst, IL 60128
 Ekhurst, IL, FSU

REVISION INFO	DATE	DESCRIPTION	BY
10/12/2012	Original Revolving		
12/07/2012	Added additional signage and updated site plan		
12/21/2012	Added additional Red Crossing signage and Stop sign		
01/30/2013	Updated building with new design		

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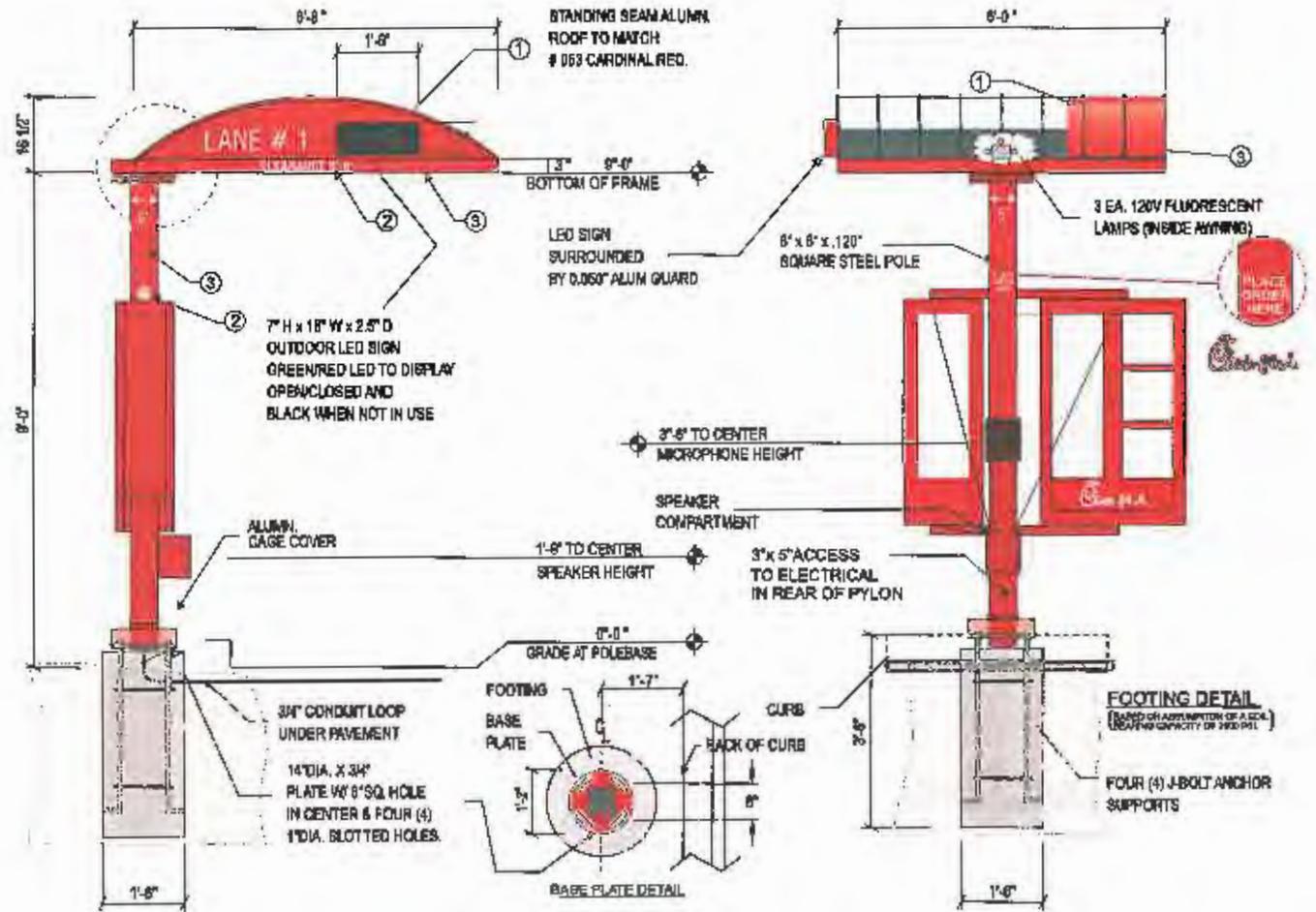
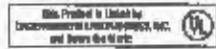


CANOPY SYSTEM #CP-2100

COLOR PLACEMENT :

1. Standing seam Kynar finish to match # Cardinal Red
2. 3M HP vinyl# Gloss White
3. To match # 053 Cardinal Red

All paint : A120-Nobel #Grip Guard
Acrylic polyurethane



Drive Up View

SCALE - 3/8" = 1'- 0"

Side View

SCALE - 3/8" = 1'- 0"

11 Speaker Canopy



Client: Chick-fil-A	09/12/2012	Original Rendering	DH	This rendering is the property of Anchor Sign, Inc. It is for the exclusive use of Anchor Sign, Inc. and the party which requested the rendering. It is not to be used, copied, or distributed without the consent of Anchor Sign, Inc. Please contact your account manager with questions regarding this rendering.
Site #: CF-2735	12/07/2012	Added additional signage and updated site plan	DH	
Address: 303 South Route 83 Elmhurst, IL 60126 Elmhurst, IL PSU	12/21/2012	Added additional Ped Crossing signage and Stop sign	DH	
	01/30/2013	Updated building with new design	DH	

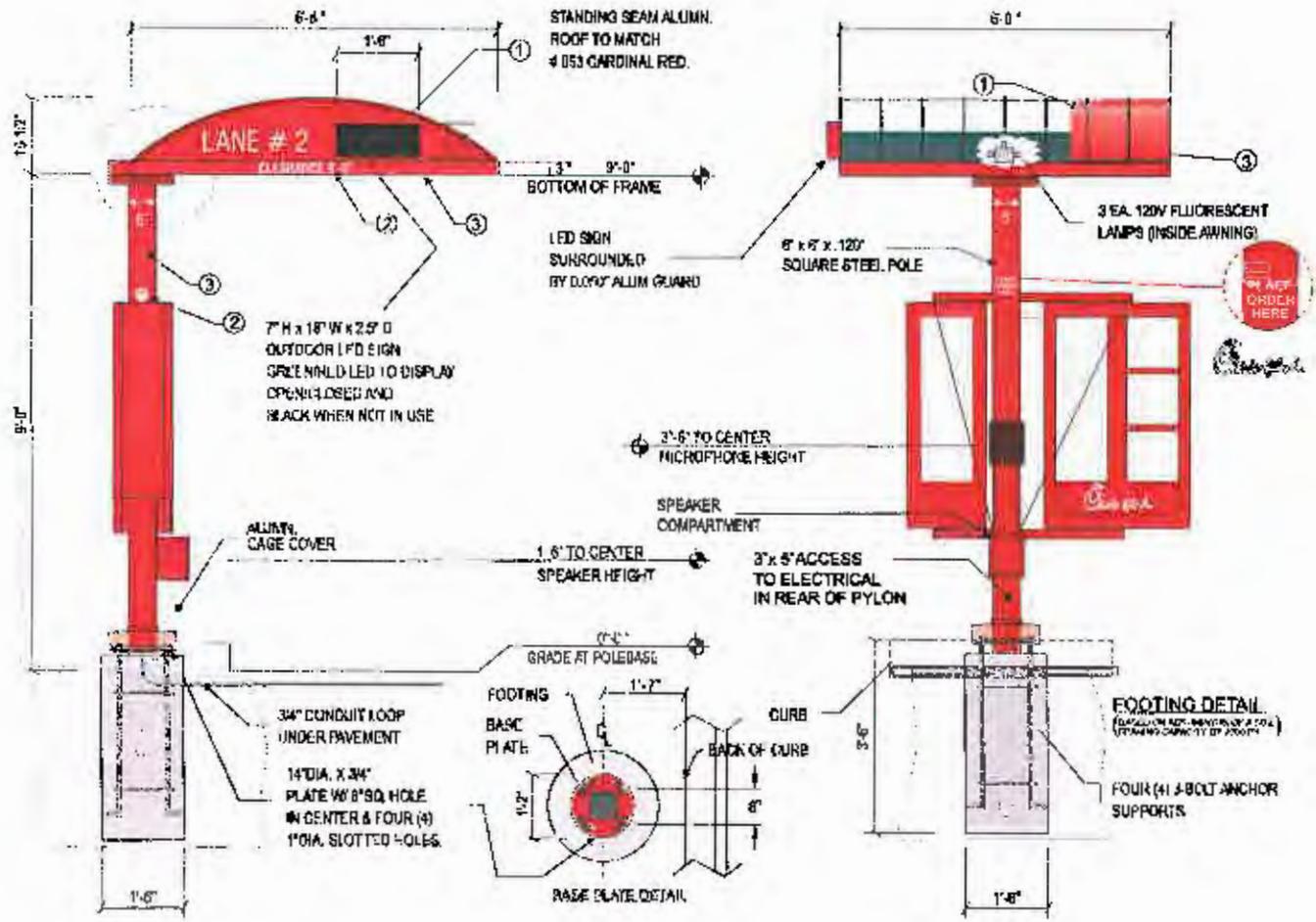


CANOPY SYSTEM #CP-2100

COLOR PLACEMENT :

1. Standing seam Kynar finish to match # Cardinal Red
2. 3M HP vinyl Gloss White
3. To match # 053 Cardinal Red

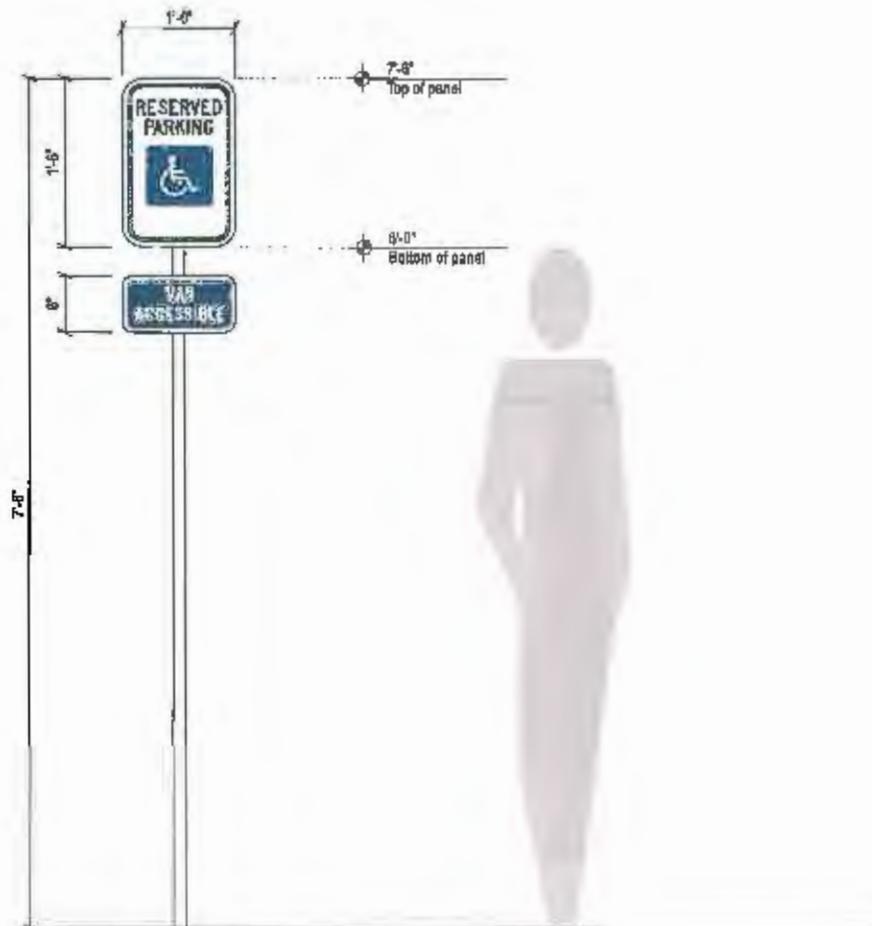
All paint : Akzo-Nobel #Grip Guard
Acrylic polyurethane



12 Speaker Canopy

	Client: Chick-fil-A	10/2/2012	Original Revising	D4	This drawing is for the purpose of providing information only. It is not to be used for the construction of any structure. The contractor is responsible for obtaining all necessary permits and approvals. The contractor is also responsible for ensuring that the structure is installed in accordance with all applicable codes and regulations.
	Site #: CP-2735	12/07/2012	Added additional signage and updated site plan.	D-1	
	Address: 303 South Route 83 Elmhurst, IL 60126 Elmhurst, IL FSU	12/21/2012	Added additional Permit Opening signage and Stop sign	D4	
		01/30/2013	Updated building with new design	D4	





J DOT Signage - HP
SCALE: 3/4" = 1'-0"



Client: Chick-fil-ly
 Site #: CF-2735
 Address: 303 South Route 83
 Elmhurst, IL 60120
 Elmhurst, IL 60120

10/12/2012	Original Rendering	DH
12/07/2012	Added additional signage and updated site plan	DH
12/21/2012	Added additional Ped Crossing signage and Stop sign	DH
01/30/2013	Updated building with new design	DH

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Specifications: D.O.T. Stop/Do Not Enter

SIGN PANELS

PANELS ARE .080 ALUMINUM WITH REFLECTIVE BACKGROUND AND GRAPHICS.

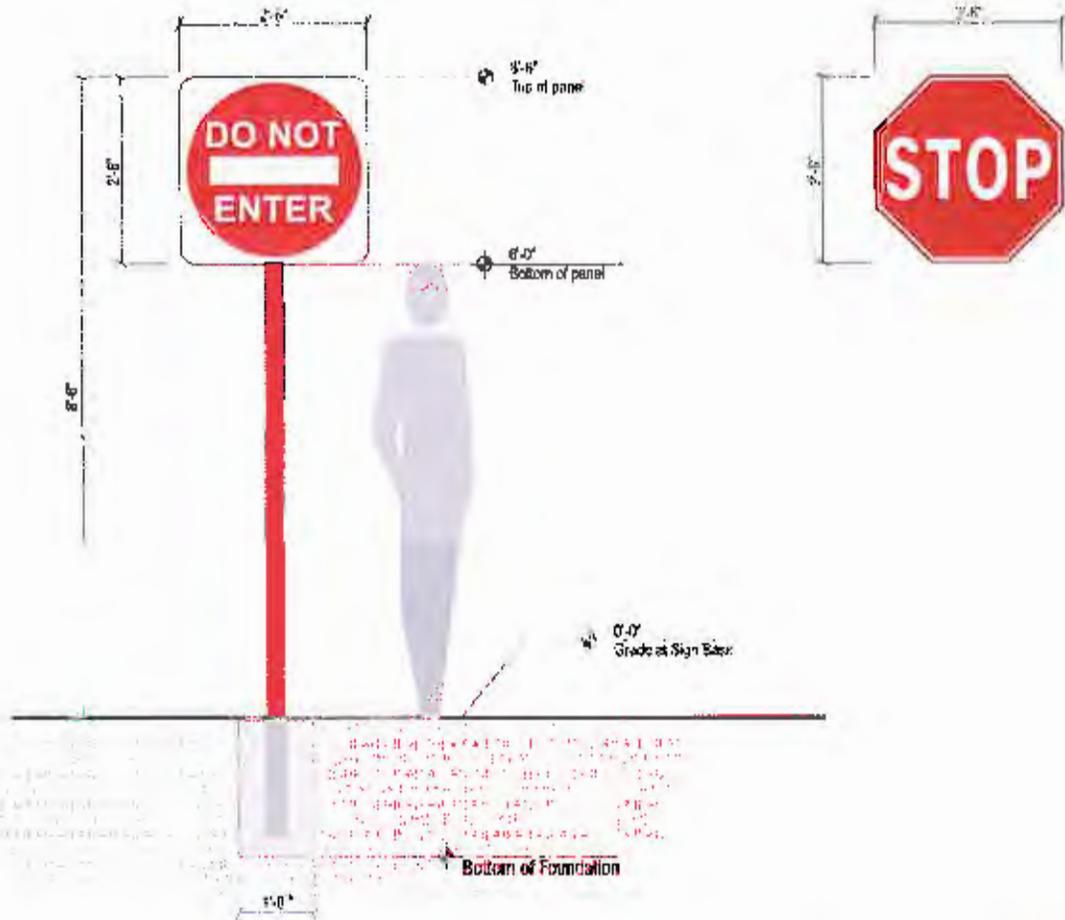
SIGN POSTS

POSTS ARE 3" x 3" SQUARE ALUMINUM TUBING CAPPED ON TOP

- Genesee M Single Slagu (G-2 series) Red #48247

SIGN PANEL

- RED REFLECTIVE
- | | WHITE REFLECTIVE



K DOT Signage - Stop/Do Not Enter
SCALE: 1/2" = 1'-0"



Client: Chick-fil-A
 Site #: CF-2735
 Address: 303 South Route 83
 Elmhurst, IL 60126
 Elmhurst, IL FSU

Revision	Date	Description
18/12/2012	Original Rendering	
12/07/2012	Added additional signage and updated site plan	
12/21/2012	Added additional Post Crossing signage and Stop sign	
01/31/2013	Updated building with new design	

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Specifications: D.O.T. Do Not Enter

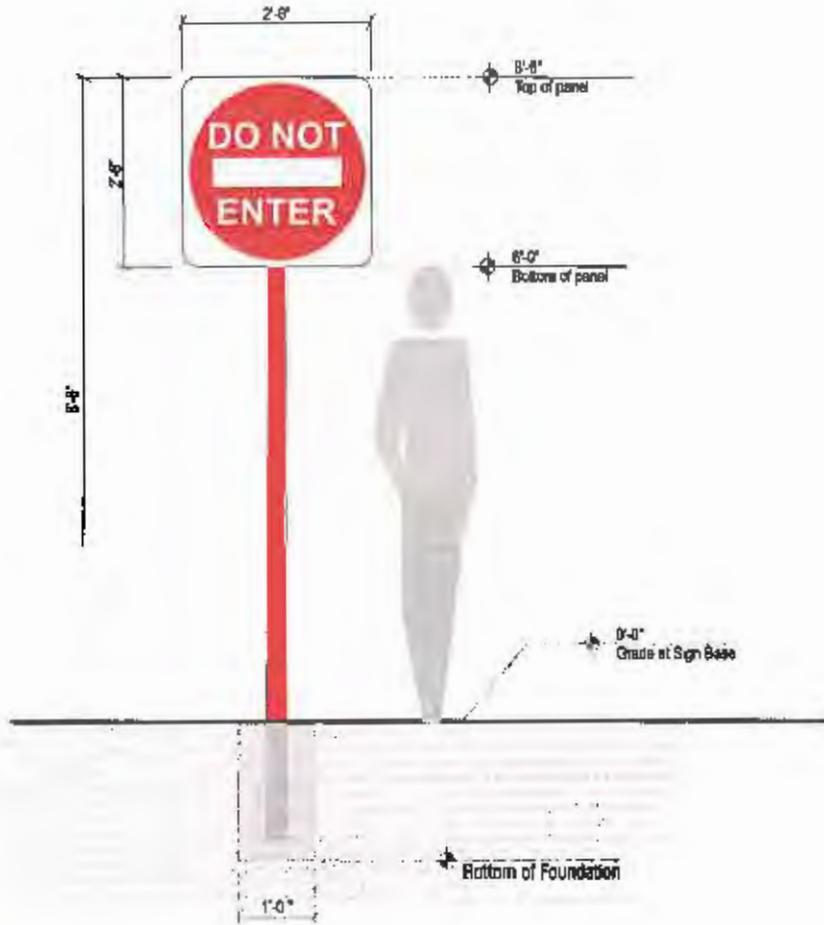
SIGN PANELS
 PANELS ARE .080 ALUMINUM WITH REFLECTIVE BACKGROUND AND GRAPHICS.

SIGN POSTS
 POSTS ARE 3" x 3" SQUARE ALUMINUM TUBING CAPPED ON TOP

- Genesis M Single Stage (G-2 series) Red #48247

SIGN PANEL

- RED REFLECTIVE
- WHITE REFLECTIVE



L DOT Signage - Do Not Enter
 SCALE: 1/2" = 1'-0"



Client: Chick-fil-A
 Site #: CF-2795
 Address: 303 South Route 83
 Elmhurst, IL 60120
 Elmhurst, IL FSU

REV	DATE	DESCRIPTION	BY
1	10/12/2012	Original Rendering	DH
2	12/07/2012	Added additional signage and updated site plan	DH
3	12/21/2012	Added additional Red Crossing signs and stop sign	DH
4	01/30/2013	Updated building with new design	DH

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Specifications: Pedestrian Crosswalk

SIGN PANELS

PANELS ARE .080 ALUMINUM WITH REFLECTIVE BACKGROUND AND GRAPHICS.

SIGN POSTS

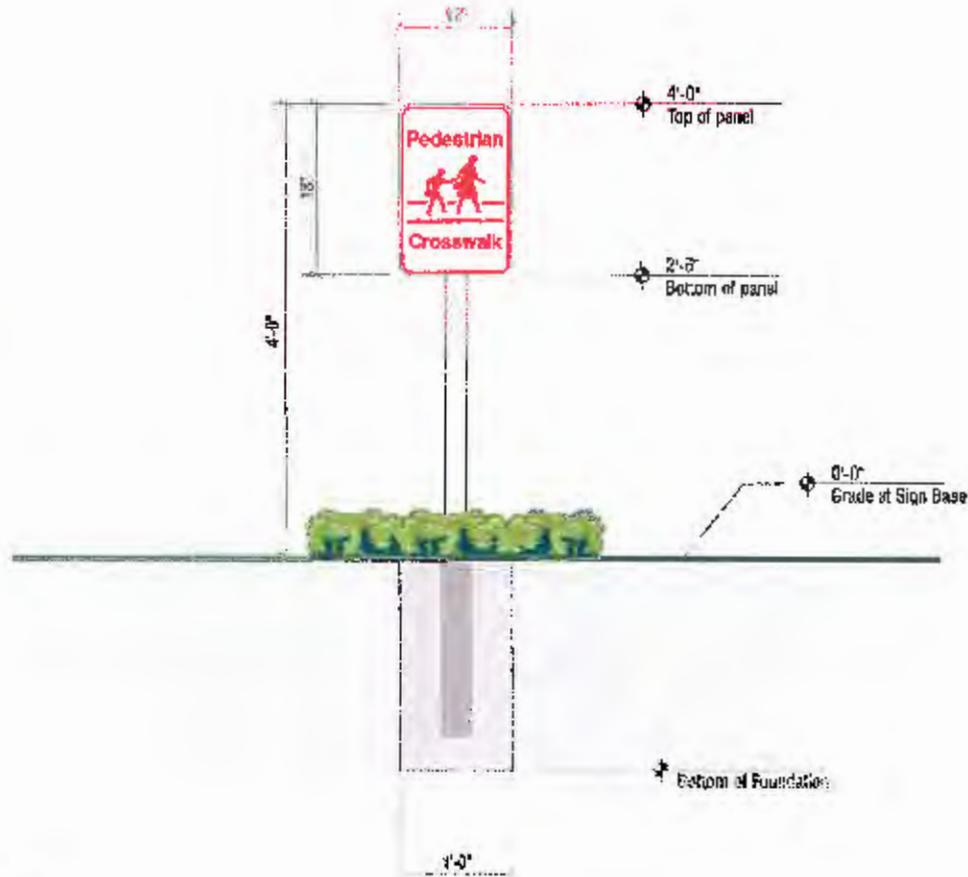
POSTS ARE 2" x 2" SQUARE ALUMINUM TUBING CAPPED ON TOP

WHITE

SIGN PANEL

RED REFLECTIVE

WHITE REFLECTIVE



DOT Signage - Pedestrian Crosswalk

SCALE - 3/4" = 1'-0"



Client: Chick-fil-A
 Site #: CF-2735
 Address: 308 South Route 83
 Elmhurst, IL 60128
 Elmhurst, IL, FSU

REVISIONS
 01/25/19
 12/07/2017
 12/12/17
 01/30/2019

Original Handling
 Added additional signage and updated site plan
 Added additional Ped Crosswalk signage and Stop Sign
 Update building with new design

DM
 DM
 DM
 DM
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SPECIFICATIONS

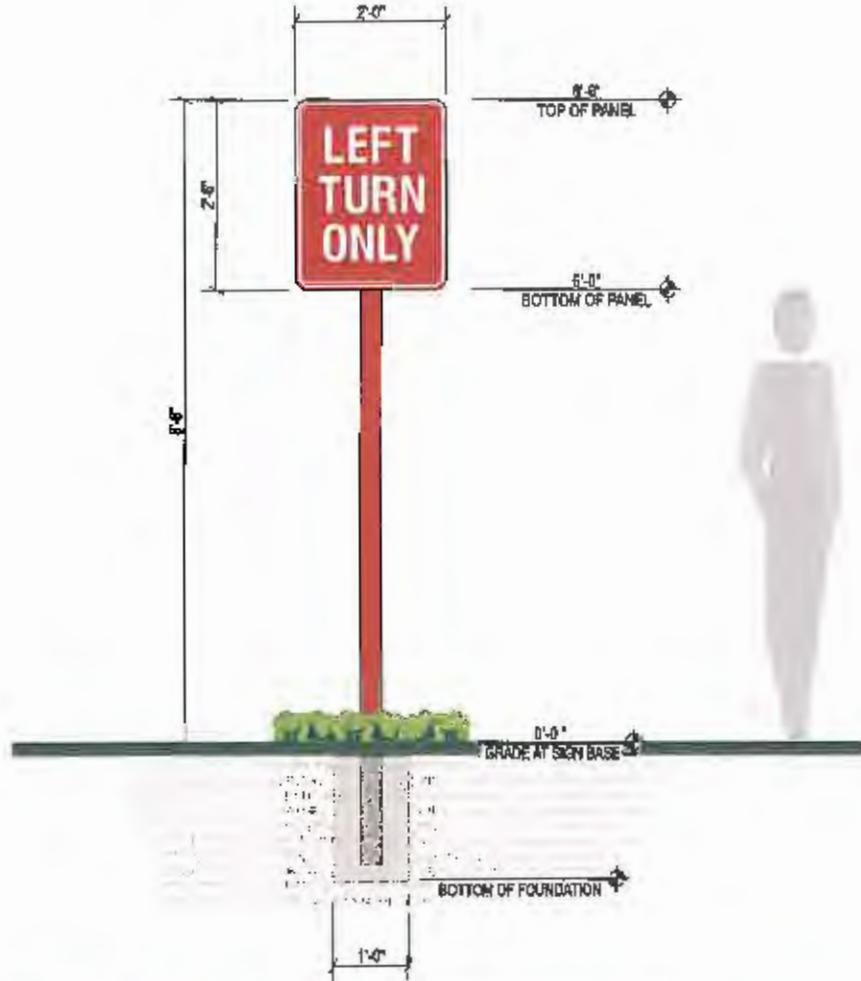
SIGN PANELS
 PANELS ARE .080 ALUMINUM
 WITH REFLECTIVE BACKGROUND
 AND GRAPHICS.
SIGN POSTS
 POSTS ARE 3" x 3" SQUARE
 ALUMINUM TUBING CAPPED ON TOP



SIGN PANEL
 RED REFLECTIVE
 SIGN POST
 GENESIS M SINGLE STAGE (G-2 SERIES)
 RED #48247



SIGN PANEL
 WHITE REFLECTIVE



N DOT Signage - Left Turn Only
 SCALE - 1/2" = 1'-0"



Client:	Chick-#A
Site #:	CF-2735
Address:	303 South Route 83 Elmhurst, IL 60126 Elmhurst, IL, FSU

REV	DATE	DESCRIPTION	BY
1	10/12/2012	Original Rendering	DH
2	12/07/2012	Added additional signage and updated site plan	DH
3	12/21/2012	Added additional Ped Crossing signage and Stop sign	DH
4	01/30/2013	Updated building with new design	DH

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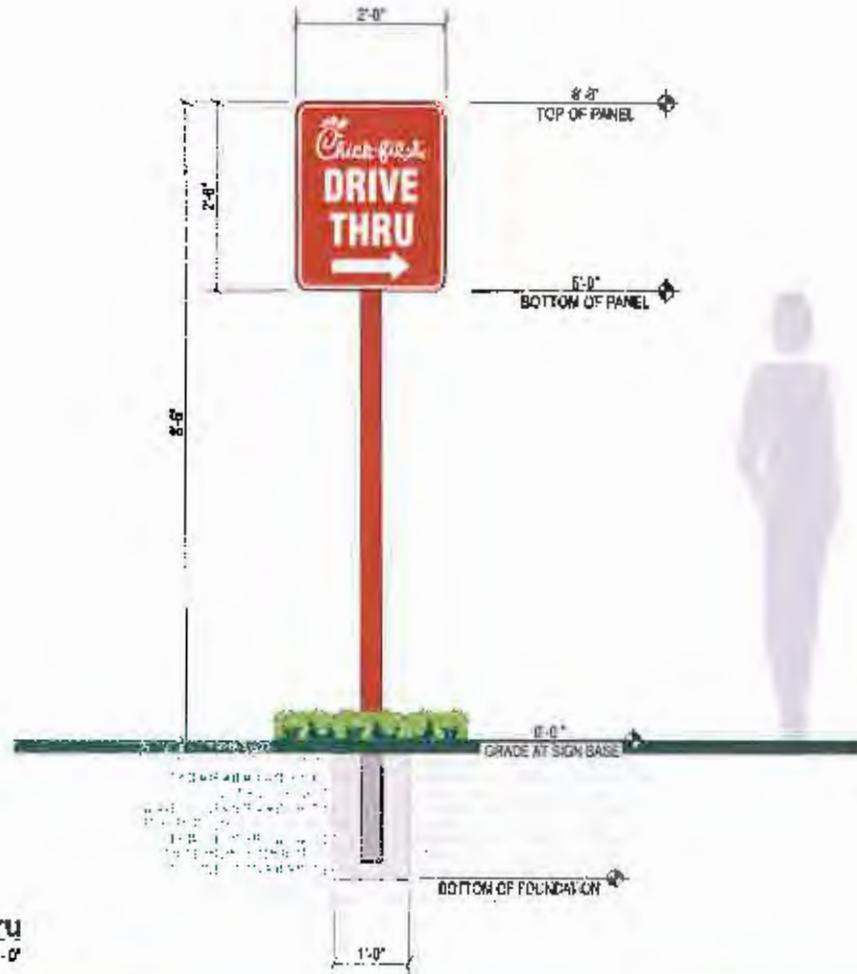


SPECIFICATIONS

SIGN PANELS
 PANELS ARE .060 ALUMINUM
 WITH REFLECTIVE BACKGROUND
 AND GRAPHICS.
SIGN POSTS
 POSTS ARE 3" x 3" SQUARE
 ALUMINUM TUBING CAPPED ON TOP


 SIGN PANEL
 RED REFLECTIVE
SIGN POST
 GENESIS M SINGLE STAGE (G-2 SERIES)
 RED #48247


 SIGN PANEL
 WHITE REFLECTIVE



01 DOT Signage - D/S Chick-Fil-A Drive Thru
 SCALE - 1/2" = 1'-0"

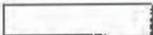
	Client: Chick-fil-A	10/17/2012	Original Rendering	DM	This document is the property of Anchor Sign and is for the exclusive use of Anchor Sign and its licensee who authorized the creation of this rendering. Anchor Sign does not warrant or represent the accuracy of the information contained in this rendering. Anchor Sign will not be held responsible for any errors or omissions.
	Site #: CF-2735 Address: 803 South Route 55 Elmhurst, IL 60126 Elmhurst, IL FSU	12/07/2012 12/24/2012 01/16/2013	Add additional signage and updated with plan Add additional Post Crossing signage and Signage Updated building with new design	PH DM DM	

SPECIFICATIONS

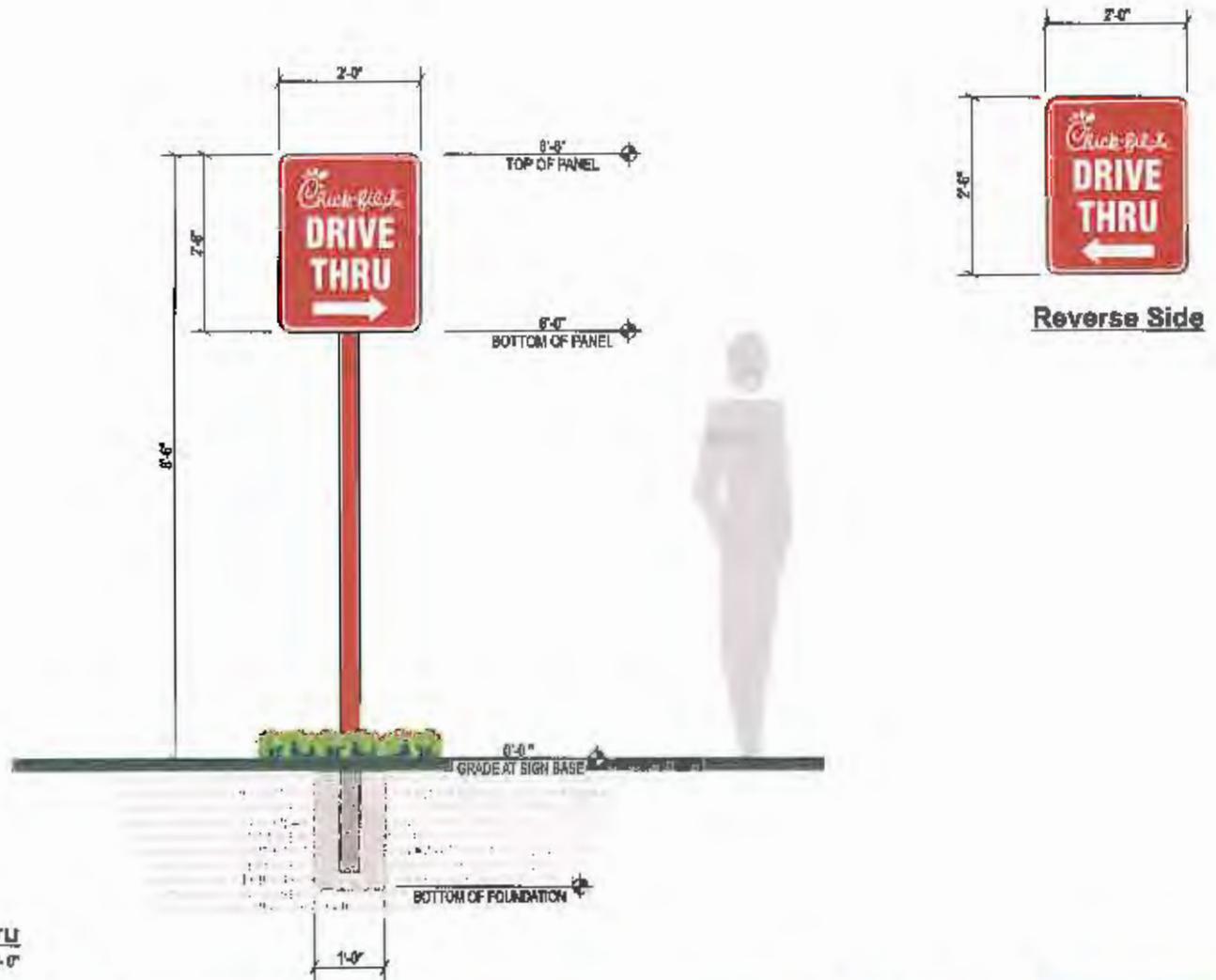
SIGN PANELS
 PANELS ARE .080 ALUMINUM
 WITH REFLECTIVE BACKGROUND
 AND GRAPHICS.
SIGN POSTS
 POSTS ARE 3" x 3" SQUARE
 ALUMINUM TUBING CAPPED ON TOP



SIGN PANEL
 RED REFLECTIVE
 SIGN POST
 GENESIS M SINGLE STAGE (G-2 SERIES)
 RED 440247



SIGN PANEL
 WHITE REFLECTIVE



02 DOT Signage - D/S Chick-Fil-A Drive Thru
 SCALE - 1/2" = 1'-0"



Client:	Chick-fil-A
Site #:	CF-2735
Address:	303 South Route 83 Elmhurst, IL 60120 Elmhurst, IL FSU

10/12/2012	Original Rendering	DH
12/07/2012	Added additional signage and updated site plan	DH
12/21/2012	Added additional Ped Crossing signage and Stop sign	DH
01/30/2013	Updated building with new design	DH

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Specifications: D.O.T. Stop Sign

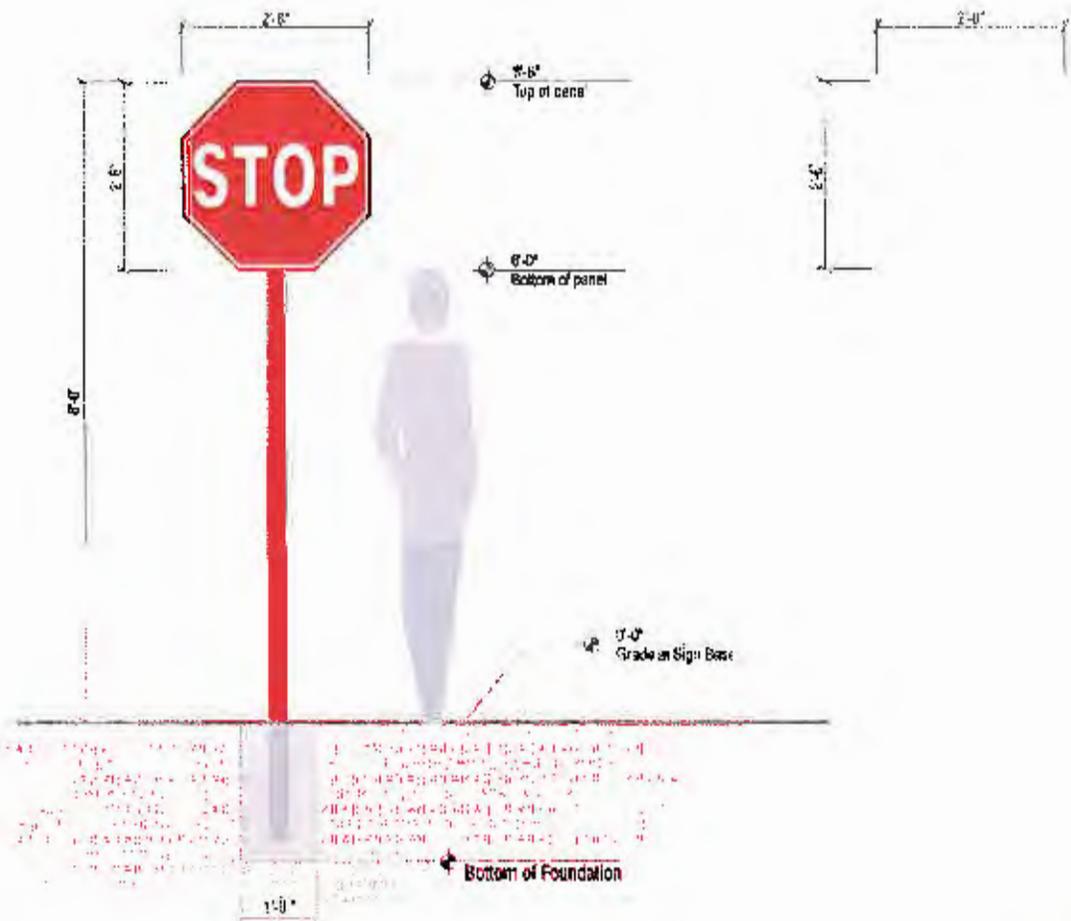
SIGN PANELS
 PANELS ARE .080 ALUMINUM WITH REFLECTIVE BACKGROUND AND GRAPHICS.

SIGN POSTS
 POSTS ARE 3" x 3" SQUARE ALUMINUM TUBING CAPPED ON TOP

SIGN PANEL

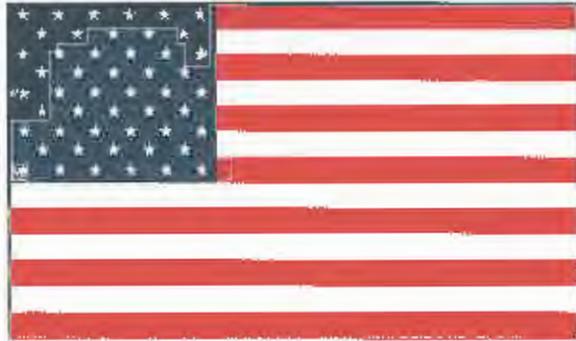
■ RED REFLECTIVE
 □ WHITE REFLECTIVE

Genelec M Single Stage (G-2 series)
 Red #48247



P DOT Signage - Stop Sign
 SCALE 1/2" = 1'-0"

	Client: Chick-fil-A	01/27/2012	Original Rendering	DH	 1.800.219.3381
	Site #: CF-2735	3/07/2012	Added additional signage and updated site plan	DH	
	Address: 303 South Route 83 Elmhurst, IL 60120 Elmhurst, IL FSU	2/21/2012	Added additional Ped Crossing signage and Stop sign	DH	
		01/30/2013	Updated building with new design	DH	



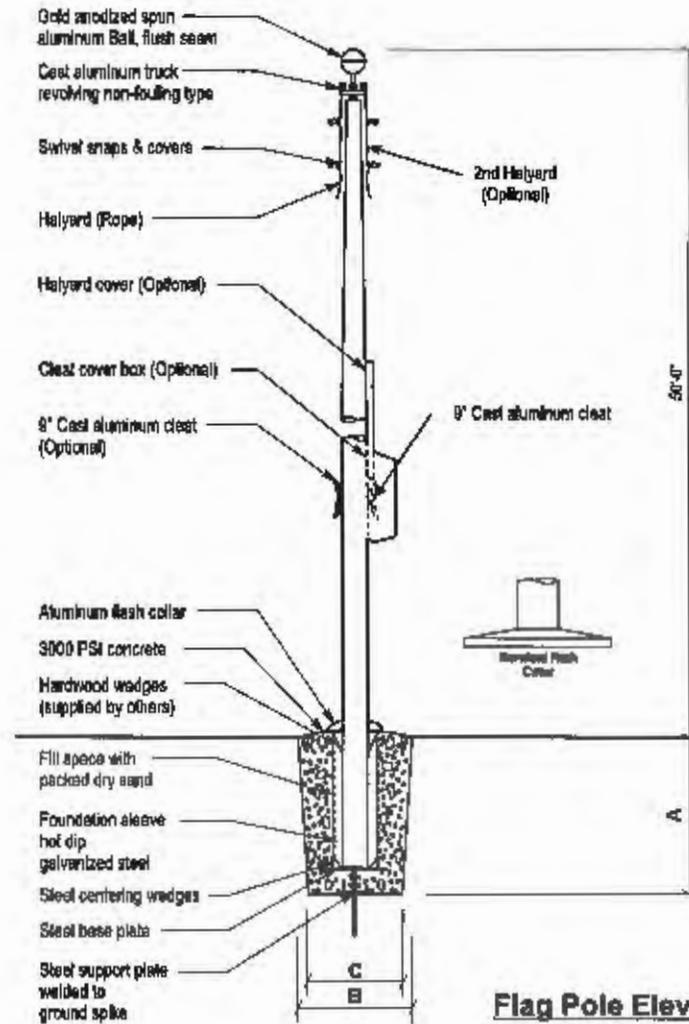
Flag

HEIGHT	A	B	C
20'	3'-8"	30"	24"
25'	3'-8"	30"	24"
30'	3'-6"	30"	24"
35'	4'-0"	36"	30"
40'	4'-6"	42"	36"
45'	5'-0"	48"	42"
50'	5'-8"	48"	42"

Size Chart

Ground sleeve and concrete installed by the general contractor

Pole installed on pre-installed ground sleeve by sign contractor



Flag Pole Elevation

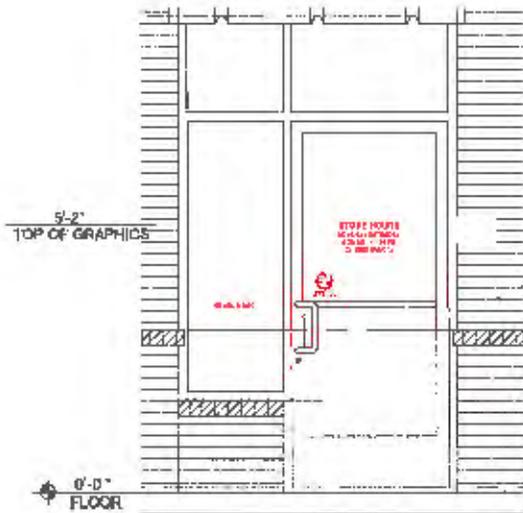


Client: Chick-fil-e
 Site #: CF-2735
 Address: 303 South Route 83
 Elmhurst, IL 60126
 Elmhurst, IL FSU

REVISION	DATE	DESCRIPTION	BY
1	10/12/2012	Original Rendering	DH
2	12/07/2012	Added additional signage and updated site plan	DH
3	12/31/2012	Added additional Red Crossing signage and Stop sign	DH
4	01/25/2013	Updated building with new design	DH

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STORE HOURS
MONDAY - SATURDAY
9:30 AM - 10:00 PM
CLOSED SUNDAY

1 1/2" tall red letters
 high performance vinyl film

1" tall red letters
 high performance vinyl film

NO SOLICITING

1" tall "NO SOLICITING" red letters
 high performance vinyl film

303

3" tall address numbers
 red reflective vinyl film



5 1/2"

**SMOKE FREE
 ENVIRONMENT**

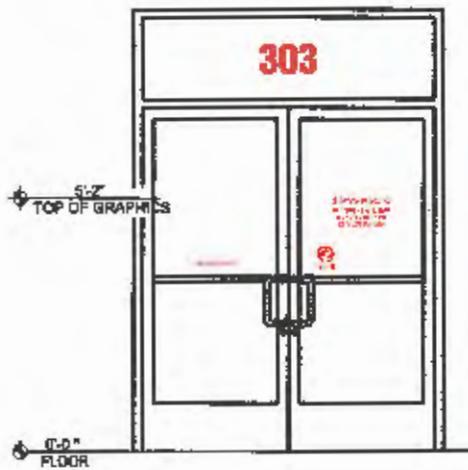
Red high performance vinyl film



Window Vinyl

	Client: Chick-fil-A	10/12/2012	Original Rendering	GH	This rendering is the property of Anchor Sign and is to be used for the exclusive use of Anchor Sign, Inc. and the party who is responsible for the project. It is not to be distributed, reproduced or otherwise used without the consent of Anchor Sign, Inc. Please contact your account manager with questions regarding this document.
	Site #: CF-2735	12/07/2012	Added additional signage and updated site plan	DH	
	Address: 303 South Route 63 Elmhurst, IL 60126 Elmhurst, IL 60126	12/21/2012	Added additional Per Crossing signage and Stop sign	GH	
		01/30/2013	Updated building with new design	DH	





STORE HOURS
MONDAY - SATURDAY
6:30 AM - 10:00 PM
CLOSED SUNDAY

1 1/2" tall red letters
 high performance vinyl film

1" tall red letters
 high performance vinyl film

NO SOLICITING

1" tall "NO SOLICITING" red letters
 high performance vinyl film

303

8" tall address numbers
 red reflective vinyl film



5 1/2"

**SMOKE FREE
 ENVIRONMENT**

Red high performance vinyl film



Window Vinyl

	Client: Chick-fil-A	10/12/2012	Original Rendering	DH	This rendering is the property of Anchor Sign, Inc. It is for the exclusive use of Anchor Sign, Inc. and the party which requested the rendering. It is an unapproved concept drawing and to be distributed, reproduced or exhibited without the consent of Anchor Sign, Inc. Please contact your account manager with all inquiries regarding this document.
	Site #: CF-2785	12/07/2012	Added additional signage and updated the plan	DH	
	Address: 303 South Route 83	12/21/2012	Added additional Ped Crossing signage and Stop sign	DH	
	Elmhurst, IL 60126	01/30/2013	Updated building with new design	DH	
	Elmhurst, IL 60126				



Traffic Impact and Site Circulation Study

Proposed Chick-fil-A Restaurant Elmhurst Crossing

Elmhurst, Illinois



Prepared by:



Kenig, Lindgren, O'Hara, Aboona, Inc.

December 20, 2012

Introduction

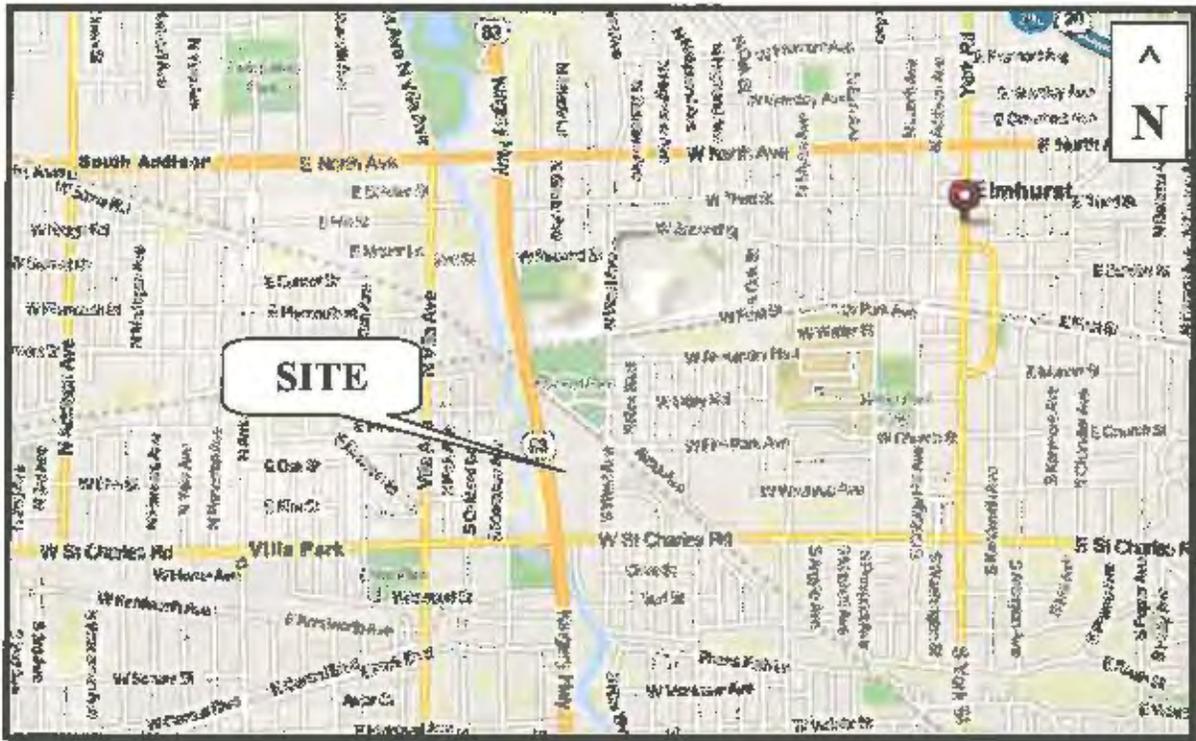
This report summarizes the methodologies, results and findings of a site traffic impact and site circulation study conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for the proposed Chick-fil-A restaurant to be located within the Elmhurst Crossing retail development located in the northeast quadrant of the intersection of Illinois Route 83 (IL 83) and St. Charles Road in Elmhurst, Illinois. The restaurant will be an outlot located in the southeast corner of the signalized intersection of IL 83 and Elmhurst Crossing.

Elmhurst Crossing is a retail development located in the northeast quadrant of the intersection of Illinois Route 83 (IL 83) and St. Charles Road in Elmhurst, Illinois. The development is bordered by a Canadian National railroad line to the north, St. Charles Road to the south, IL 83 to the west, and West Avenue to the east. **Figure 1** shows the location of the site in relation to the area roadway system. The overall development is currently anchored by a Dominick's grocery store, K-Mart, Kohl's, and several outlots. A Portillo's restaurant is located at the north end of the development. Primary access to Elmhurst Crossing is via the signalized intersection of IL 83 and Elmhurst Crossing. In addition, the development is served by two restricted access drives on IL 83 (right-in/right-out only), a restricted access drive on St. Charles Road, and three full access drives on West Avenue. **Figure 2** shows an aerial view of the site area.

The Chick-fil-A restaurant proposes an approximate 4,927 square-foot restaurant with drive-through service and approximately 136 seats inside and 12 seats outside. The proposed footprint for the Chick-fil-A restaurant will rest on approximately 91 existing parking spaces currently used by Elmhurst Crossing. These spaces will be removed and replaced with approximately 50 parking spaces to serve the Chick-fil-A, resulting in a net overall development loss of 41 parking spaces. Access to the restaurant will make use of the existing access drives and roadway system serving the Elmhurst Crossing development.

The following sections of this report present the following.

- Existing roadway conditions including traffic volumes for the weekday midday, weekday evening, and Saturday midday peak hours
- Surveys of two existing Chick-fil-A locations observing traffic volumes, drive-through operations, and parking demand for both a typical weekday and a Saturday
- A detailed description of the proposed restaurant development
- Vehicle trip generation for the proposed development based on trip generation surveys performed at the two existing restaurant locations
- Directional distribution of development-generated traffic
- Traffic capacity analyses for both existing and future conditions.
- Recommendations with respect to traffic control, roadway, and signage improvements.



Site Location

Figure 1



Aerial View of Elmhurst Crossing and Proposed Site Location

Figure 2

Traffic capacity analyses were conducted for the weekday midday, weekday evening, and Saturday midday peak hours for the following three conditions.

1. **Existing Condition** - Analyzes the capacity of the existing roadway system using existing traffic volumes in the surrounding area.
2. **Projected Traffic Volumes with Chick-fil-A Development** - This future condition analyzes the existing traffic volumes combined with the estimated Chick-fil-A site-generated traffic volumes.

The purpose of this study is three-fold:

- To evaluate existing traffic conditions at the Elmhurst Crossing development near the proposed site to establish a base condition
- To determine the traffic impact and circulation patterns of the proposed Chick-fil-A restaurant with respect to the existing Elmhurst Crossing development
- To develop recommendations with respect to traffic control, site circulation, and signage improvements to mitigate the impact of both the existing development and the impact resulting from the proposed Chick-fil-A restaurant

Existing Conditions

Existing traffic and roadway conditions were documented based on several field visits and traffic and pedestrian counts conducted by KLOA, Inc. The following provides a detailed description of the Elmhurst Crossing's development access and peak hour traffic volumes near the proposed development location.

Existing Elmhurst Crossing Development Access

The Elmhurst Crossing retail development is served by the following access driveways.

- Main Access and IL 83 – This full access is signalized at its T-intersection with IL 83 and is under all-way stop control at its internal intersection with the north-south drive aisle. Main Access continues east to West Avenue via an off-set intersection located between the Dominick's and K-Mart buildings.
- North Restricted Access and IL 83 – this access, restricted to right-in/right-out only turning movements is located off IL 83, north of Main Access.
- South Restricted Access and IL 83 – this access, restricted to right-in/right-out only turning movements is located off IL 83, south of Main Access.

- Restricted Access/North-South Drive Aisle and St. Charles Road – this access, restricted to right-in/right-out only turning movements is located off St. Charles Road, between IL 83 and West Avenue. This access is the north-south drive aisle that runs adjacent to the Kohl's and K-Mart buildings.
- North Access Drives and West Avenue – these two full access drives are located between the Dominick's and K-Mart buildings, and are an extension of Main Access via an offset intersection at North-South Drive aisle.
- South Access and West Avenue – this full access off West Avenue, is located just north of St. Charles Road and runs adjacent to the Kohl's building's south face. This access drive aisle intersects with the north-south drive-aisle that is under all-way stop control.

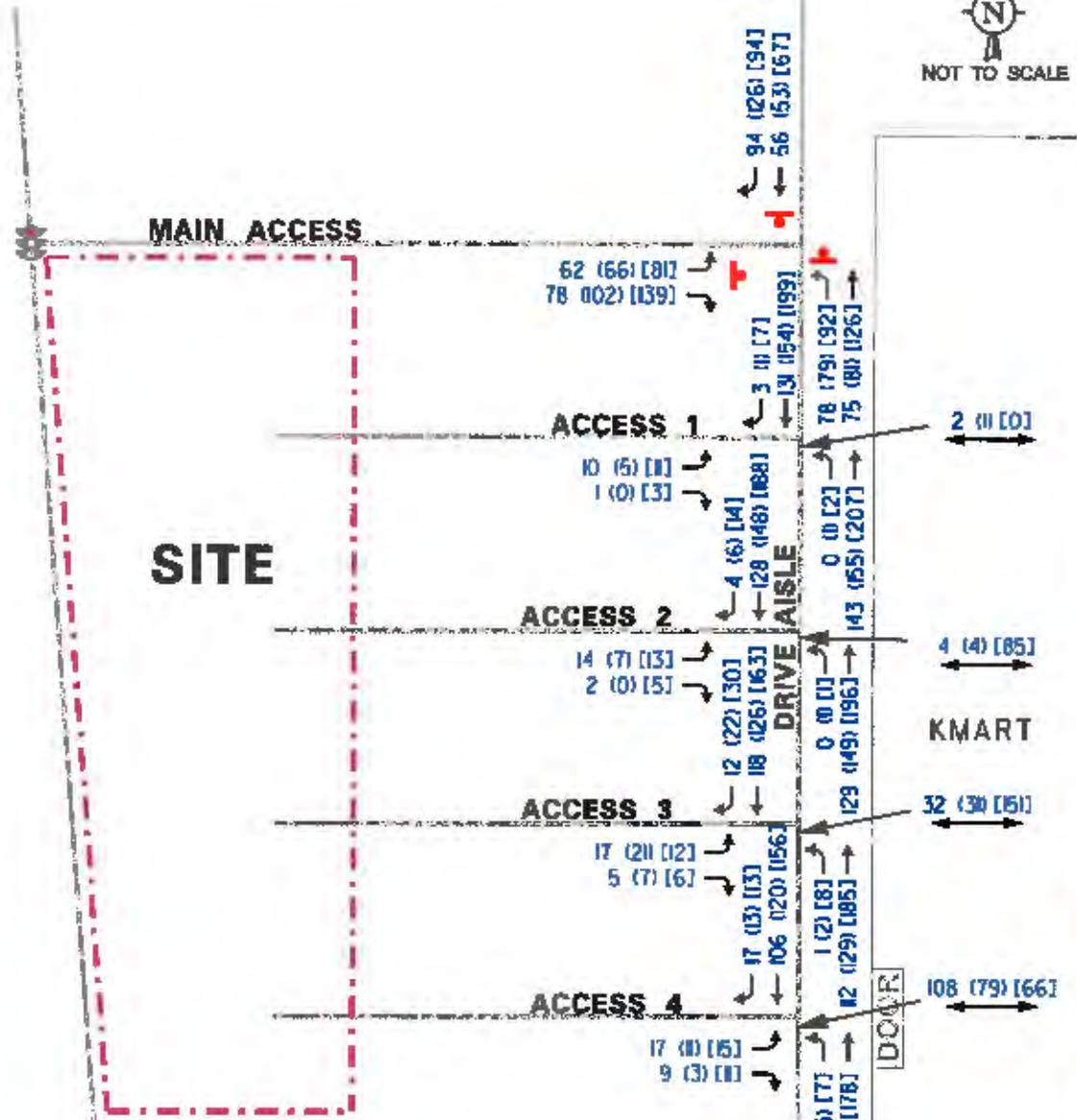
Existing Traffic Volumes

Manual turning movement traffic and pedestrian counts were conducted on Tuesday, November 13, 2012 during the weekday midday (11:30 A.M. to 1:30 P.M.) and the weekday evening (4:00 to 6:00 P.M.) and on Saturday, November 17, 2012 during the midday (11:30 A.M. and 1:30 P.M.) at the following five intersections.

1. Main Access and North-South Drive
2. Parking Access 1 and North-South Drive
3. Parking Access 2 and North-South Drive
4. Parking Access 3 and North-South Drive
5. Parking Access 4 and North-South Drive

From the manual turning movement count data, it was determined that the weekday midday peak hour occurs between 12:00 P.M. and 1:00 P.M., the weekday evening peak hour occurs between 4:00 and 5:00 P.M., and the Saturday midday peak hour occurs between 12:30 P.M. and 1:30 P.M. These three respective peak hours will be used for the traffic capacity analyses which are presented later in this report. The existing peak hour traffic volumes are shown in **Figure 3**.

It is important to note that Parking Access 4 aligns with the main pedestrian entrance to the K-Mart store, which explains the high volume of pedestrian traffic crossing the North-South drive aisle at this intersection.



LEGEND

- 00 - WEEKDAY MIDDAY (12:00-1:00 PM)
- (00) - WEEKDAY PM (4:00-5:00 PM)
- [00] - SATURDAY MIDDAY (12:30-1:30 PM)
- 00 (00) - PEDESTRIAN VOLUME
- TRAFFIC SIGNAL
- STOP SIGN

PROJECT:
Proposed Chick-Fil-A
Elmhurst, Illinois

TITLE:
Existing Traffic Volumes

KLOA
Job No: 12-185
Figure: 3

Traffic Characteristics of the Proposed Chick-fil-A Development

The following details the proposed development and the traffic, parking, and circulation characteristics associated with the proposed development.

Proposed Chick-fil-A Restaurant

The proposed 4,927 square-foot Chick-fil-A restaurant will occupy an outlot within the Elmhurst Crossing retail development located in the northeast quadrant of the intersection of IL 83 and St. Charles Road. The restaurant will provide a dual-lane drive-through service, as well as approximately 136 seats inside and 12 seats outside. Customer pedestrian access to the restaurant will be located on the west and south face of the building.

The proposed footprint for the Chick-fil-A restaurant outlot will rest on approximately 91 existing parking spaces currently used by Elmhurst Crossing. These spaces will be removed and replaced with approximately 50 parking spaces to serve the Chick-fil-A, resulting in a net overall development loss of 41 parking spaces.

Proposed Operations

The proposed Chick-fil-A restaurant will provide both counter service and drive-through window service. The restaurant will operate under the same hours as similar restaurants in the area, primarily from 6:00 A.M. to 10:30 P.M. Monday through Saturday. The restaurant will be closed on Sunday.

Site Access

Access to the restaurant will make use of the existing access drives and roadway system serving the Elmhurst Crossing development as described earlier in this report. Given the location of the proposed development, it is expected that a majority of the development-generated traffic will approach/depart via the Main Access serving the Elmhurst Crossing development.

Proposed Parking

The restaurant outlot site proposes a total of approximately 50 parking spaces. The development will require the removal of approximately 91 parking spaces serving the Elmhurst Crossing development, resulting in an overall development net loss of 41 parking spaces. A parking evaluation of these proposed 50 parking spaces is included in this report.

Proposed Drive-Through Operations

The drive-through will provide a dual (two-lane) order board system that merges to one lane when approaching the pick-up window. This proposed drive-through operation is similar to the existing drive through operation at the McDonald's off St. Charles Road in Berkeley, Illinois.

The drive-through order boards will be located on the west face of the building (adjacent to IL 83) and the pick-up window will be on the east face.

Drive-Through Stacking

According to the site plan, the drive-through provides stacking for seven vehicles for each of the order board lanes (one vehicle placing the order; six vehicles waiting behind) for a total of 14 vehicles, and a total stacking of eight vehicles between the pick-up window and the order boards (one vehicle being serviced at the pick-up window; seven vehicles waiting behind). In total, the drive-through will provide a stacking capacity of 22 vehicles.

According to surveys conducted by KLOA, Inc. at two standalone Chick-fil-A locations (further information provided below), this proposed stacking is more than adequate for this drive-through facility.

Drive-Through Circulation

The drive-through operation will operate in a counter-clockwise traffic circulation pattern.

From IL 83

Vehicles will enter the Elmhurst Crossing developing and travel east on the Main Access to the all-way stop intersection with North-South Drive. The vehicle will then turn right, travel south and make an immediate right at the first access drive to travel west to the drive-through entrance.

From South on North-South Drive

Vehicles traveling from the south on North-South Drive will travel north to Access 1 and make a left to travel westbound towards the drive-through entrance. Vehicles coming from the south can also make a left at any of the access aisles (Access 2, 3, or 4) to access the drive-through entrance.

From East/North on North-South Drive

Similar to coming from IL 83, vehicles will travel south on North-South Drive and make a right-turn at Access 1 to travel westbound to the drive-through entrance.

Exiting the Drive-Through

When exiting the drive-through, the vehicle will pull forward and be in alignment with Access 1. The exiting vehicle can either proceed directly eastbound to the North-South Drive, or turn right and travel south through the parking lot access aisles.

Drive-Through Wayfinding and Traffic Control Signage

It is recommended that wayfinding signage be posted to guide vehicles to the drive-through stacking area to minimize vehicle turning movements within the internal site circulation area. In addition, it is recommended that a STOP sign be posted at the exit of the drive-through lane upon turning onto the main driving aisle that fronts the restaurant. Conversely, a DO NOT ENTER sign should be posted at the exit of the drive-through operation to deter opposing traffic from entering the one-way counter-clockwise drive-through operations.

Service Deliveries/Refuse

Service deliveries will be made via the service door located at the north face of the building located off the drive-through system. Delivery trucks will enter via the signalized intersection of IL 83 and Main Access, travelling eastbound to the all-way stop intersection with North-South Drive. Assuming a WB-50 type truck (most deliveries are from panel trucks with the exception of a WB-50 truck which may arrive one to two times per week), the truck will travel southbound on North-South Drive to Access 3 and make a right-turn. The truck will then travel westbound and turn right to travel northbound toward the service delivery door located on the north face of the building. The truck will then circle around the building and exit back to North-South Drive via Access 4. Truck turning diagram exhibits are included in the Appendix of this report.

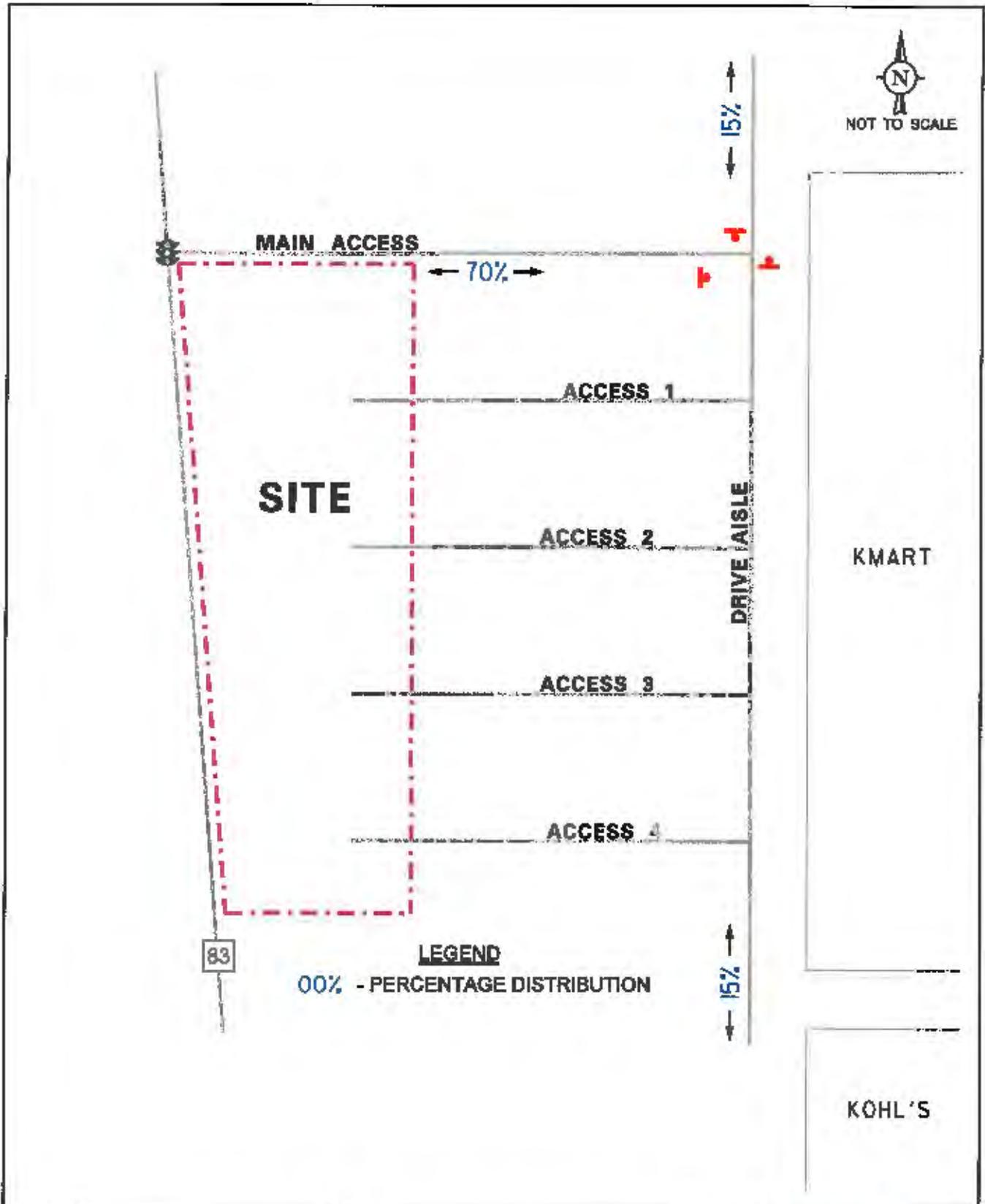
The refuse containers will be located at the north end of the outlot, with access via Access 1, Access 2, Access 3, or Access 4.

Directional Distribution of Site Traffic

The directional distribution of how traffic will approach and depart the site was estimated based on a combination of travel patterns gathered from the existing traffic volume counts, the location and restrictions of the proposed access driveways serving the Elmhurst Crossing development, and the existing roadway characteristics and traffic controls. The directional distribution established is illustrated in Figure 4.

Observations of Existing Chick-fil-A Restaurants

KLOA, Inc. conducted observations and traffic and parking counts of two existing Chick-fil-A restaurants in the regional area. Both locations are standalone restaurants similar in size and provide dual drive-through service with hours of operation similar to what is proposed with the subject development. Traffic counts, drive-through stacking observations, and parking occupancy counts were recorded for both locations on Thursday, May 10, 2012 from 11:00 A.M. to 2:00 P.M. and from 4:00 P.M. to 7:00 P.M. and on Saturday, May 12, 2012 from 11:00 A.M. to 2:00 P.M. The drive-through stacking observations confirm that the proposed drive-through stacking of 20 vehicles will be sufficient to accommodate the peak operating demand. Each location is described below.



PROJECT:
 Proposed Chick-Fil-A
 Elmhurst, Illinois

TITLE:
 Estimated Directional Distribution

KLOA
 Job No: 12-185
 Figure: 4

Chick-fil-A Restaurant – 4435 Fox Valley Center Drive, Aurora, Illinois

This Chick-fil-A Restaurant is an outlet to the Fox Valley Mall and is located adjacent to IL 59. On Thursday, throughout the observations, the maximum queue from the pick-up window was six vehicles and the maximum queue from the order board was six vehicles. At any given time, the total stacking did not exceed 10 vehicles. On Saturday, the pick-up window queue did not exceed eight vehicles at any given time, and the order board queue did not exceed six vehicles. The total stacking did not exceed 11 vehicles.

Chick-fil-A Restaurant – 301 E. Loop Road, Wheaton, Illinois

This Chick-fil-A Restaurant is located near the Denada Square development adjacent to Butterfield Road (IL 56). On Thursday, throughout the observations, the maximum queue from the pick-up window was seven vehicles and the maximum queue from the order board was five vehicles. At any given time, the total stacking did not exceed 10 vehicles. On Saturday, the pick-up window queue did not exceed seven vehicles at any given time, and the order board queue did not exceed five vehicles. The total stacking did not exceed 10 vehicles.

Site Traffic Generation

The estimates of traffic to be generated by the proposed development are typically estimated using data published in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 9th Edition. However, empirical data was collected and used for this study by conducting traffic counts for the two above-mentioned Chick-fil-A restaurants to determine the volume of traffic generated by each of these restaurants and identify the percentage of those incoming vehicles that are serviced by the drive-through operation or park and sit in the dining area. The results of the traffic counts for each location are detailed below.

- The weekday midday peak period for both locations generally occurred between 11:30 A.M. and 1:00 P.M.
- The weekday evening peak period was the same for both locations occurring between 6:00 and 7:00 P.M.
- The Saturday midday peak period generally occurred between 12:00 and 1:45 P.M.
- On average, approximately 60 percent of the entering volume uses the drive-through operation, with the remaining 40 percent parking and going inside the restaurant.

Using the above trip generation information gathered, **Table 1** shows the vehicle trips for each location for the weekday midday, weekday evening, and Saturday midday peak hours. The average trip generation of the two locations is used for this study. As shown, the proposed Chick-fil-A is estimated to generate approximately 299 two-way vehicle trips during the weekday midday peak hour, 193 two-way vehicle trips during the weekday evening peak hour, and 305 two-way vehicle trips during the Saturday midday peak hour. These trip generation volume estimates are conservative for the following reasons:

- The estimated trip generation does not consider a reduction for internal trips where a vehicle visiting another land use in the development will also visit the Chick-fil-A. A trip reduction of 10 to 20 percent is typically applied.
- This type of land use generally attracts a percentage of its traffic from the existing traffic from the adjacent roadway where the vehicles are enroute to another destination (i.e., pass-by traffic). Up to 50 percent of trips to fast-food restaurants are pass-by trips, which can be expected to occur at this proposed development.

Table 1
CHICK-FIL-A TRAFFIC VOLUMES

	Weekday Midday Peak Hour			Weekday P.M. Peak Hour			Saturday Midday Peak Hour		
	In	Out	Total	In	Out	Total	In	Out	Total
Chick-fil-A									
Aurora	179	138	317	90	106	196	137	127	264
Wheaton	150	133	283	100	89	189	176	168	344
Total Average Trips:	164	135	299	95	98	193	157	148	305

Site Traffic Assignment

The estimated peak hour traffic volumes projected to be generated by the proposed Chick-fil-A restaurant (refer to Table 1) were assigned to the area roadways based on the directional distribution analysis (Figure 4) and the development access points and are shown in Figure 5.

Projected Traffic Conditions with Chick-Fil-A Development

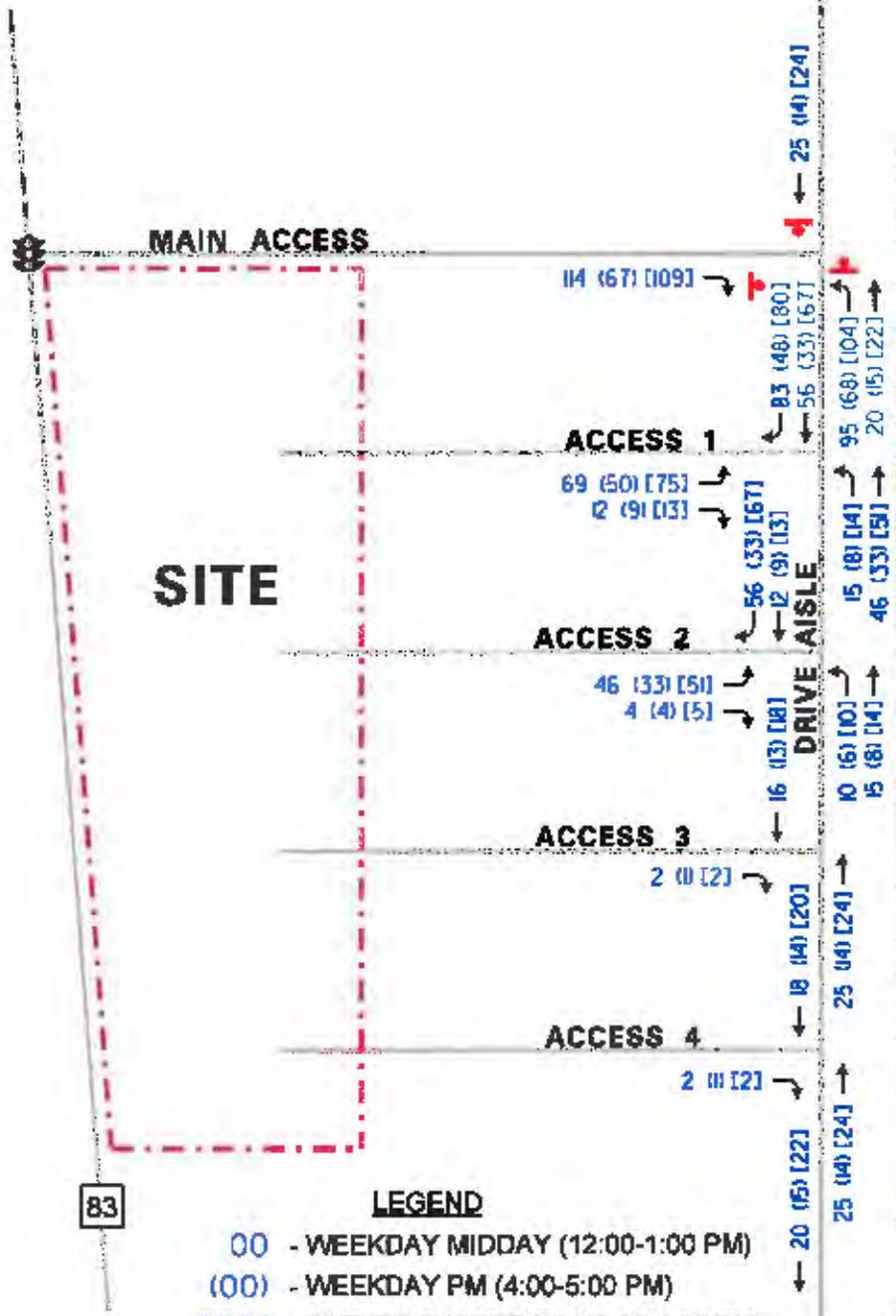
The total projected traffic volumes include the existing traffic volumes (Figure 3) and the site-generated traffic volumes (Figure 5). The total projected traffic volumes are shown in Figure 6.

Traffic Evaluation

The following provides an evaluation conducted for the weekday midday, weekday evening, and Saturday midday peak hour periods. The analysis includes conducting capacity analyses to provide an indication of how well the development access points serve the anticipated traffic demands placed upon them. The primary focus of the analyses is to determine what improvements, if any, are required to accommodate the proposed development-generated traffic.



NOT TO SCALE



SITE

KMART

KOHL'S

83

LEGEND

- 00 - WEEKDAY MIDDAY (12:00-1:00 PM)
- (00) - WEEKDAY PM (4:00-5:00 PM)
- [00] - SATURDAY MIDDAY (12:30-1:30 PM)
- 00 (00) - PEDESTRIAN VOLUME
- TRAFFIC SIGNAL
- STOP SIGN

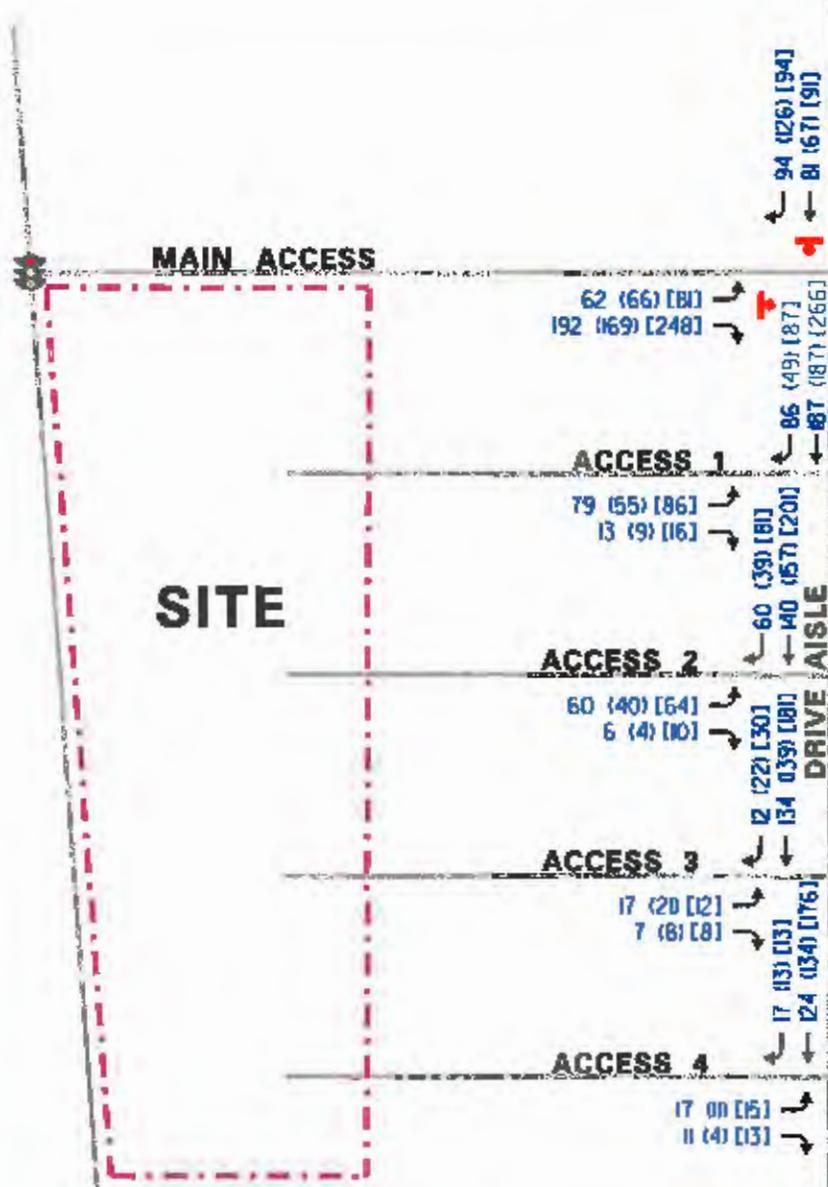
PROJECT:
**Proposed Chick-Fil-A
 Elmhurst, Illinois**

TITLE:
**Estimated Site-Generated
 Traffic Volumes**





NOT TO SCALE



94 (26) [94]
 BI (67) [91]
 62 (66) [81]
 192 (169) [248]
 86 (49) [87]
 BI (87) [266]
 79 (55) [86]
 13 (9) [16]
 60 (39) [81]
 140 (57) [201]
 60 (40) [64]
 6 (4) [10]
 12 (22) [30]
 134 (39) [81]
 10 (7) [11]
 144 (57) [210]
 17 (13) [13]
 124 (34) [176]
 1 (21) [8]
 137 (43) [239]
 17 (11) [15]
 11 (4) [13]
 9 (5) [7]
 121 (34) [202]

KMART

KOHL'S

LEGEND

- 00 - WEEKDAY MIDDAY (12:00-1:00 PM)
- (00) - WEEKDAY PM (4:00-5:00 PM)
- [00] - SATURDAY MIDDAY (12:30-1:30 PM)
- 00 100 - PEDESTRIAN VOLUME
- TRAFFIC SIGNAL
- STOP SIGN

PROJECT:
**Proposed Chick-Fil-A
 Elmhurst, Illinois**

TITLE:
Projected Traffic Volumes

KLOA
 Job No: 12-165
 Figure: 8

Traffic Analyses

Intersection capacity analyses were performed for the weekday midday, weekday evening, and Saturday midday peak hour periods for both the existing and future projected conditions.

The traffic analyses were performed using the methodologies outlined in the Transportation Research Board's *Highway Capacity Manual (HCM), 2010* and analyzed using Synchro/Simtraffic 7.0 software.

The analyses for the unsignalized intersections determine the average control delay to vehicles at an intersection. Control delay is the elapsed time from a vehicle joining the queue at a stop sign (includes the time required to decelerate to a stop) until its departure from the stop sign and resumption of free flow speed. The methodology analyzes each intersection approach controlled by a stop sign and considers traffic volumes on all approaches and lane characteristics.

The ability of an intersection to accommodate traffic flow is expressed in terms of level of service, which is assigned a letter from A to F based on the average control delay experienced by vehicles passing through the intersection. The *Highway Capacity Manual* definitions for levels of service and the corresponding control delay for unsignalized intersections are shown in **Table 2**.

Summaries of the traffic analysis results showing the LOS and overall intersection delay (measured in seconds) for existing traffic volumes (Figure 3) and future projected volumes (Figure 6) are presented in **Table 3**, and **Table 4**, respectively. A discussion of the intersections follows.

Table 2
LEVEL OF SERVICE CRITERIA

Unsignalized Intersections	
Level of Service	Average Control Delay (seconds per vehicle)
A	0 - 10
B	> 10 - 15
C	> 15 - 25
D	> 25 - 35
E	> 35 - 50
F	> 50

Source: *Highway Capacity Manual, 2010*.

Table 3
CAPACITY ANALYSES RESULTS—EXISTING CONDITIONS

Intersection	Weekday Midday Peak Hour	Weekday P.M. Peak Hour	Saturday Midday Peak Hour
	LOS – Delay	LOS – Delay	LOS – Delay
Main Access and North-South (all-way stop)	A – 8.0	A – 8.2	A – 8.8
Access 1 and North-South (stop sign)	B – 10.1	B – 10.4	B – 10.9
Access 2 and North-South (stop sign)	A – 10.0	B – 10.4	B – 10.6
Access 3 and North-South (stop sign)	A – 9.8	B – 10.1	B – 10.8
Access 4 and North-South (stop sign)	B – 10.0	A – 9.6	B – 10.5

LOS = Level of Service
 Delay is measured in seconds
 For all-way stop intersections, the LOS/Delay represents the intersection as a whole. For two-way stop intersections, the LOS/Delay represents the approach under stop sign control.

Table 4
CAPACITY ANALYSES RESULTS—PROJECTED CONDITIONS

Intersection	Weekday Midday Peak Hour	Weekday P.M. Peak Hour	Saturday Midday Peak Hour
	LOS – Delay	LOS – Delay	LOS – Delay
Main Access and North-South (all-way stop)	A – 9.7	A – 9.3	B – 11.5
Access 1 and North-South (stop sign)	B – 12.6	B – 11.8	B – 14.9
Access 2 and North-South (stop sign)	B – 11.1	B – 11.0	B – 12.7
Access 3 and North-South (stop sign)	B – 10.1	B – 10.2	B – 11.6
Access 4 and North-South (stop sign)	B – 10.3	B – 10.2	B – 10.8

LOS = Level of Service
 Delay is measured in seconds
 For all-way stop intersections, the LOS/Delay represents the intersection as a whole. For two-way stop intersections, the LOS/Delay represents the approach under stop sign control.

Discussion and Recommendations

As shown in Table 3 and Table 4 above, the studied intersections will continue to operate at an overall acceptable level of service/delay with the new traffic estimated to be generated by the proposed Chick-fil-A restaurant.

Main Access and North-South Drive

This intersection will continue to operate at an overall acceptable level of service and delay. As such, no further traffic control or geometric improvements are needed at this intersection. The northbound queue on North-South Drive will continue to extend south of Access 1 and Access 2 given their respective close proximities. However, the traffic simulation prepared for all three peak hour time periods show that there will be adequate gaps in traffic for vehicles from Access 1 and Access 2 to turn onto North-South Drive.

Access 1 and North-South Drive

Access 1 will provide direct access both to approach and depart from the proposed drive-through service for the Chick-fil-A restaurant. The analysis shows that the eastbound queue on Access 1 will not impede traffic/parking operations along this access drive. As noted for Main Access, traffic exiting Access 1 onto North-South Drive may experience delay and queuing; however, the traffic simulation shows that this queuing will be cleared within a short period of time. A stop sign is recommended to be posted at Access 1's approach to North-South Drive.

Access 2 and Access 3 and North-South Drive

These two access drives will continue to operate at acceptable levels of service and delay. Stop signs are recommended to be posted at their respective approaches to North-South Drive.

Access 4 and North-South Drive

As noted, Access 4 intersects North-South Drive in alignment with the main pedestrian entrance to the K-Mart store. The capacity analysis, which assumes a majority of the development-generated traffic approaching/departing the site will use this access drive, shows that this intersection will continue to operate at an acceptable level of service and delay. A stop sign should be posted on Access 4 at its approach to North-South Drive.

Pedestrian Crossing at Drive-Through Aisle

The development plan shows that the drive-through circulation will encompass the entire building. As such, pedestrians must cross the southbound driving aisle and the dual lane drive-through system to access the building. The site plan proposes a pedestrian crosswalk on the west face of the building. It is further recommended to post advanced pedestrian signage to alert vehicles of a pedestrian crossing. The advanced signage will also instruct vehicles to yield to pedestrians. It is also important to note that vehicles will be travelling at a very low rate of speed when in the drive-through queue and given the limited driving aisle width and angled parking on the west side of the aisle. Therefore, the combination of advanced signage, crosswalk striping, and low rates of travelling speed will make this a safer crossing environment.

Parking Demand Evaluation for Proposed Chick-fil-A

As noted, the Chick-fil-A outlet proposes 50 parking spaces. For this outlet to be accommodated, there will be a net loss of 41 parking spaces (50 spaces provided less the 91 parking spaces affected by the outlet footprint).

The peak parking demand to be generated by the Chick-fil-A was determined by conducting the parking occupancy surveys at two existing restaurants in the area. Parking occupancy counts were recorded for both locations on Thursday, May 10, 2012 from 11:00 A.M. to 2:00 P.M. and from 4:00 P.M. to 7:00 P.M. and on Saturday, May 12, 2012 from 11:00 A.M. to 2:00 P.M. Each location is described below.

Chick-fil-A Restaurant – 4435 Fox Valley Center Drive, Aurora, Illinois

This Chick-fil-A Restaurant is an outlet to the Fox Valley Mall and is located adjacent to IL 59. This restaurant is similar in size to the proposed 4,668 square feet restaurant. The outlet provides approximately 41 parking spaces. On Thursday, the peak parking occupancy occurred during the 12:30 P.M. hour, where the peak parking demand was 34 parking spaces, or 83 percent occupancy. On Saturday, the parking area was at 100 percent occupancy for approximately 30 minutes during the 12:00 P.M. hour.

Chick-fil-A Restaurant – 301 E. Loop Road, Wheaton, Illinois

This Chick-fil-A Restaurant is located near the Denada Square development adjacent to Butterfield Road (IL 56). This restaurant is similar in size to the proposed 4,668 square feet restaurant. The parcel provides approximately 64 parking spaces. On Thursday, the peak parking occupancy occurred during the 12:30 P.M. hour, where the peak parking demand was 43 parking spaces, or 67 percent occupancy. On Saturday, the peak parking occupancy also occurred during the 12:30 P.M. hour, where the peak parking demand was 36 vehicles, or 56 percent occupancy.

Parking Demand Conclusion

Based on data assembled from two existing Chick-fil-A restaurants with similar operating and parking characteristics, the 50 parking spaces proposed for the Chick-fil-A restaurant are more than adequate to accommodate the peak parking demand for the restaurant. Should the peak parking demand for the Chick-fil-A exceed those 50 parking spaces, field observations are various days and times have shown that there is sufficient parking in the adjacent Elmhurst Crossing development (near the K-Mart store) parking area to accommodate the temporary peak parking demand.

Conclusion

A traffic impact and site circulation study was conducted for the Elmhurst Crossing development located in the northeast quadrant of the signalized intersection of IL 83 and St. Charles Road in Elmhurst, Illinois. The development is proposing a Chick-fil-A restaurant as an outlet to the K-Mart store parking area (to be located in the southeast quadrant of the signalized intersection of IL 83 and Main Access.

Below is a summary of the methodology, findings and conclusions of this study.

- The development proposes an approximate 4,927 square feet Chick-fil-A restaurant with approximately 148 seats and 50 parking spaces.
- The Chick-fil-A restaurant will also have a dual-lane drive-through service. Including the vehicle at the pick-up window, the drive-through service will provide stacking for approximately 22 vehicles.
- Access to the Chick-fil-A will use the existing site access drives provided for the Elmhurst Crossing development.
- Both entrance and exit of the counter-clockwise drive-through system will be located at the north end of the building.
- A net loss of 41 parking spaces will result with the elimination of existing parking to make room for the development plus the 50 parking spaces planned for the restaurant.
- Traffic counts and parking surveys of two existing Chick-fil-A restaurants for both a weekday and a Saturday were conducted to determine the average trip generation and parking demand that can be expected with this proposed development. Observations of the drive-through queues were also recorded.
- Approximately 60 percent of the existing Chick-fil-A incoming traffic uses the drive-through service, with the remaining 40 percent parking and going inside.
- Based on the observations and surveys of the two existing locations, the proposed 22-car stacking for the drive-through service and the 50 parking spaces will be adequate to meet the peak drive-through queues and parking demands anticipated with this development.
- Should the parking demand of the Chick-fil-A restaurant exceed the 50 parking spaces planned to be provided, several observations of the area show that there is ample nearby available parking in the K-Mart parking area to accommodate the temporary demand.

- Capacity analyses and traffic simulations were conducted for both existing and future traffic conditions. The future condition includes the existing traffic volumes and the estimated Chick-fil-A traffic volumes.
- The capacity analyses and traffic simulations show that there will be some queuing of traffic, particularly at the Access 1 and North-South Drive intersection; however, the simulations show that this queuing is temporary and will be quickly dissipated. A stop sign is recommended at Access 1.
- The pedestrian crossing on the west face of the building will be enhanced with advanced pedestrian signage.
- Given the location of the proposed Chick-fil-A within the Elmhurst Crossing development, the amount of traffic anticipated to be generated by this restaurant, and the numerous site access options available, this proposed development will have a low impact on the overall area.

Appendix

SIGN D	48" Chick-fil-A
Type:	Individual channel letters
Illumination:	Internally Illuminated LED
Square Footage:	25.00
To Grade:	Top of sign to grade = Bottom of sign to grade =



SIGN C	36" Chick-fil-A
Type:	Individual channel letters
Illumination:	Internally Illuminated LED
Square Footage:	13.13
To Grade:	Top of sign to grade = Bottom of sign to grade =



SIGN AREA CALCULATED BY BOXING OUT THE "C" AND REMAINING LETTERS SEPARATELY.

SIGN A	60" Chick-fil-A
Type	Individual channel letters
Illumination	Internally illuminated LED
Square Footage	36.44
To Grade	Top of sign to grade = Bottom of sign to grade =



SIGN B	54" Chick-fil-A
Type	Individual channel letters
Illumination	Internally illuminated LED
Square Footage	29.61
To Grade	Top of sign to grade = Bottom of sign to grade =



SIGN AREA CALCULATED BY BOXING OUT
THE "C" AND REMAINING LETTERS SEPARATELY

SIGN PERMITS

155 S. Illinois Rt. 83 – Portillo’s (nothing in computer except new construction in 1999)

161 S. Illinois Rt. 83 – Hallmark

- 2012 – 16.88 sq ft pylon sign
- 2012 – 32 sq ft wall sign
- 2012 – 19.72 sq ft pylon sign

167 S. Illinois Rt. 83 – Dress Barn

- 2000 – 47.3 sq ft wall sign “Dress Barn” Store Front Elevation
- 2000 – 11.69 sq ft wall sign “Woman”
- 2000 – 10.56 sq ft wall sign “Misses”

175 S. Illinois Rt. 83 – Bath and Body Works

- 1999 – 48 sq ft wall sign

177 S. Illinois Rt. 83 – GNC

- 1999 – 120 sq ft wall sign

179 S. Illinois Rt. 83 – Huntington Learning Center

- 2010 – 39 sq ft wall sign

181 S. Illinois Rt. 83 – Luxury Nails

- 2009 – 48 sq ft wall sign

183 S. Illinois Rt. 83 – Subway

- 2013 – 35.8 sq ft - tenant sign replace existing

185 S. Illinois Rt. 83 – Hair Cuttery

- 2000 – 1.66 sq ft wall sign

187 S. Illinois Rt. 83 – Avenue

- 2000 – 90 sq ft wall sign “Avenue”
- 2000 – 36 sq ft tenant panels in pylon sign

191 S. Illinois Rt. 83 – Massage Envy

- 2011 – 43.33 sq ft wall sign on west wall

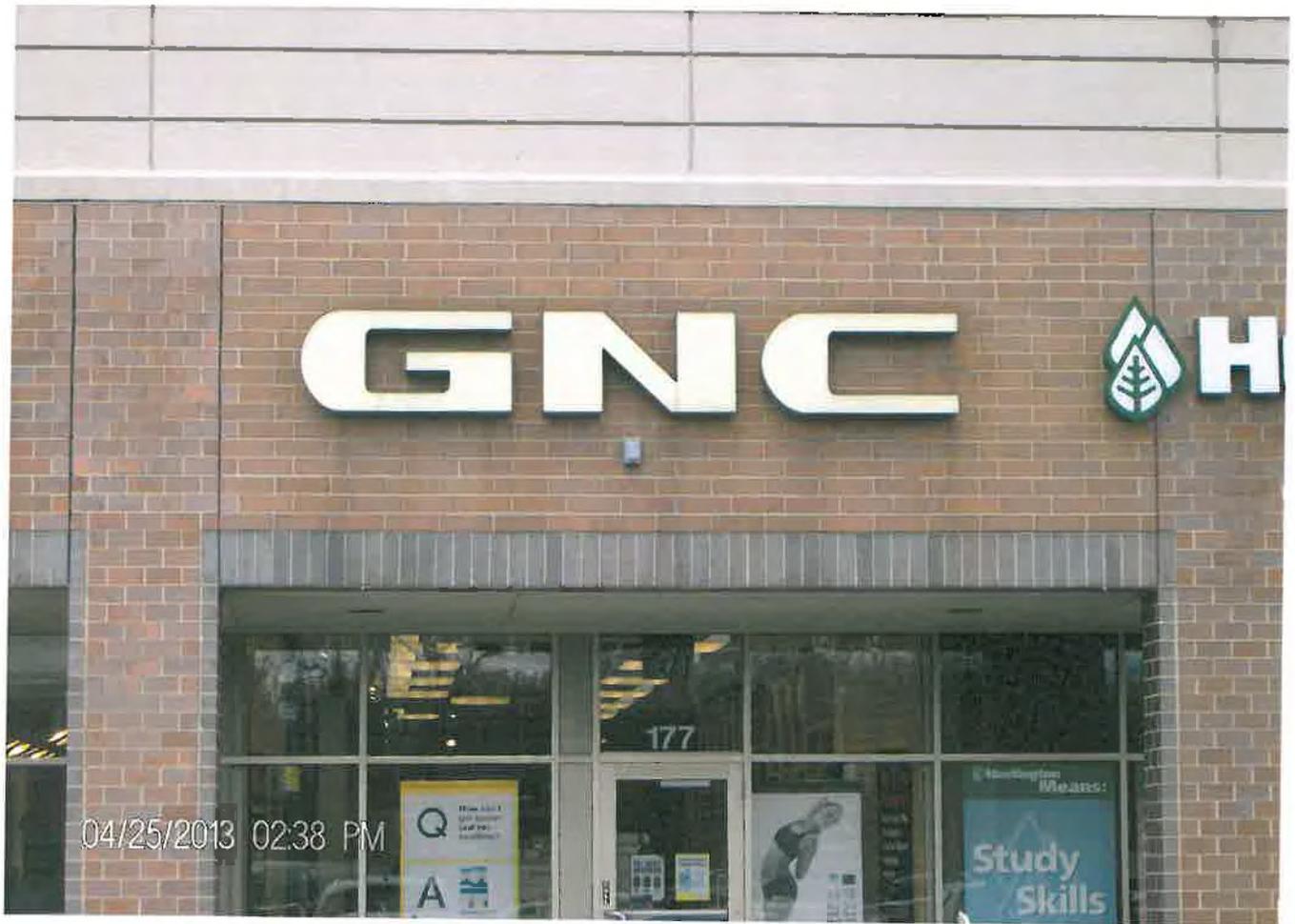
195 S. Illinois Rt. 83 – Shoe Carnival

- 2010 – 53.2 sq ft wall sign



































04/29/2013 11:09 AM



04/29/2013 11:11 AM

O- 25 - 2013

**AN ORDINANCE AUTHORIZING
THE PURCHASE OF ONE REPLACEMENT VEHICLE FOR
THE CITY OF ELMHURST PUBLIC WORKS DEPARTMENT, UTILITY DIVISION AND
AUTHORIZING THE DISPOSAL OF ONE FORD F250 TRUCK**

WHEREAS, the City of Elmhurst (hereinafter the "City") currently owns PW-54 being one (1) Ford F250 pickup truck (hereinafter the "Existing Vehicle"); and

WHEREAS, the Existing Vehicle is thirteen (13) years old, has over 85,500 miles, and has rusted body compartment and rusted service body doors; and

WHEREAS, in the opinion of a majority of the corporate authorities of the City it is advisable, necessary, and in the public interest that the City purchase one (1) 2013 E-85 Rated Ford F250 pick-up truck with service body (hereinafter the "New Vehicle"), to be used by the City's Public Works Department, Utility Division, to replace the Existing Vehicle; and

WHEREAS, the Governmental Joint Purchasing Act (30 ILCS 525/00.01 *et seq.*) authorizes governmental units to purchase personal property, supplies, and services jointly with one or more other governmental units through a competitive bidding process; and

WHEREAS, there is currently a Suburban Purchasing Cooperative Joint Purchasing Program (hereinafter the "Program") available permitting communities to purchase competitively-priced vehicles through the Program, thereby reducing the City's administrative costs for the processing of individual bids; and

WHEREAS, pursuant to the City's Municipal Code Section 3.20 entitled "Bidding and Contract Procedures", subparagraph (g), the City has ". . . the authority to join with other units of government in cooperative purchasing plans when the best interests of the City would be served thereby, and in the case of joint purchasing, the bid and proposal requirements hereinabove shall not apply"; and

WHEREAS, after consideration of the Program, a majority of the corporate authorities find it in the City's best interest to purchase through the Program the one (1) New Vehicle from Currie Motors of Frankfort, Illinois (hereinafter "Currie Motors"); and

WHEREAS, the total cost of the one (1) New Vehicle is Forty-One Thousand Eight Hundred Twenty-Eight (\$41,828.00) Dollars including trade-in; and

WHEREAS, pursuant to Section 11-76-4 of the Illinois Municipal Code (65 ILCS 5/11-76-4) the corporate authorities of the City are expressly authorized to sell personal property in such manner as they may designate with or without advertising the sale when, in the opinion of a majority of the corporate authorities then holding office, the personal property is no longer necessary or useful to the City; and

WHEREAS, in the opinion of a majority of the corporate authorities of the City it is advisable, necessary, and in the public interest that the City dispose of existing Unit PW-54 for a trade-in allowance from Currie Motors of Two Thousand Five Hundred (\$2,500.00) Dollars.

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

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

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the City participate in the Program for the purchase of the New Vehicle.

Section 3: It is hereby determined that the City, after due negotiation and pursuant to the City's Municipal Code, Section 3.20 (g), has received a satisfactory proposal through the Program from Currie Motors for the City's purchase of the New Vehicle in the amount of Forty-One Thousand Eight Hundred Twenty-Eight (\$41,828.00) Dollars including trade-in.

Section 4: The corporate authorities of the City hereby authorize the trade-in of the Existing Vehicle for the trade-in allowance from Currie Motors of Two Thousand Five Hundred (\$2,500.00) Dollars as reflected in the purchase price of the New Vehicle.

Section 5: The City Manager be and is hereby authorized and directed to execute, on behalf of the City of Elmhurst, a purchase order and/or all necessary forms, applications,

requisitions, and other documents related to the purchase of the New Vehicle and disposal of the Existing Vehicle.

Section 6: 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.

Steven M. Morley, 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

COUNCIL ACTION SUMMARY

SUBJECT:

An ordinance authorizing the purchase by the City of Elmhurst of one (1) Ford E-85 rated F250 pickup truck with service body for the City's Public Works Department, Utility Department and authorizing the disposal of one(1) existing Ford F250 Pickup Truck.

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the Public Works and Building Committee, the City Attorney prepared an ordinance to authorize the City's purchase of one (1) E-85 Rated Ford F250 pickup truck with service body to replace the existing Unit PW-55, in the amount of Forty-One Thousand Eight Hundred Twenty-Eight (\$41,828.00) Dollars through the Suburban Purchasing Cooperative from Currie Motors of Frankfort, Illinois. This sum reflects the trade-in allowance of Two Thousand Five Hundred (\$2,500.00) Dollars for the existing Ford F250 pickup truck.

O-26-2013

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A NON-EXCLUSIVE LICENSE AGREEMENT BY AND BETWEEN
ELMHURST JAYCEES, INC. AND THE CITY OF ELMHURST, DUPAGE
AND COOK COUNTIES, ILLINOIS FOR THE 2013 JAYCEES CARNIVAL**

WHEREAS, Elmhurst Jaycees, Inc. ("Licensee") seeks to utilize that part of the public way commonly known as part of Park Avenue between Prospect Avenue and Myrtle Avenue, Elmhurst, Illinois, (the "Property") for its annual Elmhurst Jaycees Carnival Event (the "Event") as described in the Non-Exclusive License Agreement attached hereto as Exhibit "A" (the "Agreement"); and

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

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

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

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

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

ADOPTED this ____ day of May, 2013, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of May, 2013.

Steven M. Morley, Mayor of the City of
Elmhurst, DuPage and Cook Counties, Illinois

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

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

EXHIBIT A

NON-EXCLUSIVE LICENSE AGREEMENT

Non-Exclusive License Agreement

This License Agreement ("License") is made and entered into this ___ day of May 2013, by and between the City of Elmhurst, Illinois, an Illinois municipal corporation (herein referred to as "Licensor"), and Elmhurst Jaycees, 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 Park Avenue between Prospect Avenue and Myrtle 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 production of its Annual Elmhurst Jaycees Carnival 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 six (6) days, beginning June 11, 2013, at 8:00 A.M. and ending on June 16, 2013, at 6:00 P.M. (the "License Term").

(2) RESTRICTION ON USE. Licensee and Users shall only use the Property for the purposes of the Event. Licensee and Users shall not store or permit any storage of any materials or items on the Property except such items as are approved in writing by the City of Elmhurst Police Department. Licensee and Users shall only use the Property between the hours of 7:00 A.M. and 11:59 P.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 shall confer with said departments to ensure safety and compliance with all City Ordinances. All layout/staging plans and operational parameters for the Event shall be approved in writing by the Elmhurst Police, Fire and Public Works Departments prior to the Event. Licensor, its Chief of Police, Fire Chief, Public Works Director, City Manager or their designee may require that any ride or amusement cease operation or that the Event close for any reason during the term of this License.

As safety precautions for pedestrians walking to the Event, the Licensee shall provide crossing guards at the railroad tracks at both the Myrtle Avenue and Prospect Avenue crossings, and at all street corners between Prospect Avenue and York Road. Licensee shall cooperate with the Elmhurst Police Department to insure that crossing guards are either Police Academy graduates or Elmhurst Police Explorers. Licensee shall bear responsibility to ensure provision of adequate crossing guard staff.

At least ten (10) days prior to the Event, Licensee shall provide Licensor with a written contract with Elmhurst College regarding the use of college property for carnival rides, vehicle and trailer storage and event parking.

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

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

(5) **INSURANCE AND INDEMNIFICATION.** Licensee shall indemnify and save harmless Licensor and its officials, officers, employees, staff, contractors, agents, representatives, consultants, successors and assigns (collectively, the "Indemnitees"), from and against any and all losses, damages, claims, actions, liabilities, costs and expenses including, without limitation, attorneys' fees and expenses that the Indemnitees may suffer, incur or sustain arising out of or relating to the activities of Licensee or the Users of the Property, or any invitees thereof, under this License, or any acts or omissions of Licensee or its contractors, 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 Ten Million Dollars (\$10,000,000.00) 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: _____
Steven M. Morley, Mayor

Attest: _____
Patty Spencer, City Clerk

LICENSEE

Elmhurst Jaycees, Inc., an Illinois not-for-profit corporation

By: _____
Brian Stalker, 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 Steven M. Morley and Patty Spencer, to me known to be the Mayor and City Clerk, respectively, of the City of Elmhurst, an Illinois municipal corporation, who executed the foregoing 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:_____

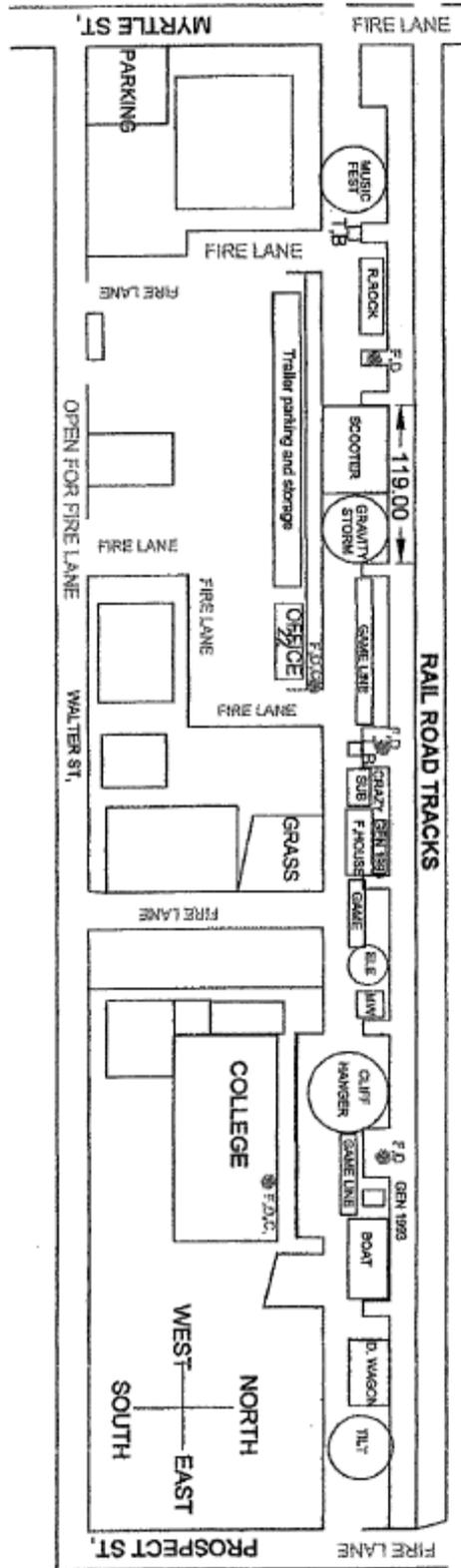
STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

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

Notary Public

My Commission Expires:_____

**EXHIBIT A
PROPOSED CARNIVAL SITE PLAN**



Elmhurst 2013 Carnival Lay out

COUNCIL ACTION SUMMARY

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

ORIGINATOR: Public Affairs and Safety Committee, City Manager, City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendations of the City of Elmhurst Public Affairs and Safety Committee, attached for Council consideration is an ordinance granting approval and authorization to execute the Non-Exclusive License Agreement (the "Agreement") by and between Elmhurst Jaycees, Inc. and the City of Elmhurst. The Agreement grants Elmhurst Jaycees, Inc. a temporary non-exclusive license to use public property for its 2013 Elmhurst Jaycees Carnival Event. The Agreement 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 Agreement meet the City's requirements and standards for insurance and indemnification that have been applied to applicants for similar licensing in the past.

O-27-2013

**AN ORDINANCE APPROVING AND AUTHORIZING THE
EXECUTION OF A NON-EXCLUSIVE LICENSE AGREEMENT
BY AND BETWEEN PATHWAY COMMUNITY CHURCH AND THE
CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS FOR THE ONE GATHERING**

WHEREAS, Pathway Community Church (“Licensee”) seeks to utilize public property commonly known as the municipal parking lot on Addison Avenue between 1st Street and 2nd Street, Elmhurst, Illinois (the “Property”), for its ONE Gathering event (the “Event”) as described in the Non-Exclusive License Agreement attached hereto as Exhibit A (the “Agreement”); and

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

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

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

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

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

ADOPTED this ____ day of _____, 2013, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2013.

Steven M. Morley, 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 - Non-Exclusive License Agreement

Non-Exclusive License Agreement

This License Agreement ("License") is made and entered into on this ____ day of May 2013, by and between the City of Elmhurst, Illinois, an Illinois municipal corporation (herein referred to as "Licensor") and Pathway Community Church, an Illinois Not-For-Profit Corporation (herein referred to as "Licensee").

Licensee desires to enter onto the property commonly known as the municipal parking lot on Addison Avenue between 1st Street and 2nd Street, Elmhurst, Illinois, as illustrated in Exhibit A attached hereto and made a part hereof (the "Property"), for the purpose of utilizing the Property for production of its ONE Gathering event (the "Event"), and the Licensor is willing to grant Licensee a temporary non-exclusive license to do so, on the terms and conditions set forth below.

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

- (1) TERM. The term of this License shall be one day, beginning August 25, 2013, at 8:00 A.M. and ending on August 25, 2013, at 12:00 P.M. (the "License Term").
- (2) RESTRICTION ON USE. Licensee and Users shall only use the Property for the purposes of the Event. Licensee and Users shall not store or permit any storage of any materials or items on the Property except such items as are approved in writing by the City of Elmhurst Police Department. Licensee and Users shall only use the Property between the hours of 8:00 A.M. and 12:00 P.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 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 assigns (collectively, the "Indemnitees") from and against any and all losses, damages, claims, actions, liabilities, costs, and expenses including, without limitation, attorneys' fees and expenses that the Indemnitees may suffer, incur, or sustain arising out of or relating to this License or the activities of Licensee or the Users of the Property or any invitees thereof, under this License, or any acts or omissions of Licensee or its contractors, subcontractors, agents, employees, tenants, invitees, or representatives hereunder, or with respect to or arising out of any use of the Property or the rights herein granted, or the performance or non-performance of Licensee's obligations hereunder.

No later than 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 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: _____
Steven M. Morley, Mayor

Attest: _____
Patty Spencer, City Clerk

LICENSEE

Pathway Community Church

By: _____
Kirtis Sean Wiggins

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 Steven M. Morley and Patty Spencer, to me known to be the Mayor and Clerk, respectively, of the City of Elmhurst, an Illinois municipal corporation, who executed the foregoing Non-Exclusive License Agreement and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act of the City of Elmhurst, for the uses and purposes therein set forth.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

On this ____ day of _____ 2013, before me, a Notary Public in and for said State, personally appeared, Kirtis Sean Wiggins, 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
Municipal Parking Lot
Addison Street Between 1st Street and 2nd Street
Elmhurst, IL



COUNCIL ACTION SUMMARY

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

ORIGINATOR: Public Affairs and Safety Committee, City Manager

DESCRIPTION OF SUBJECT MATTER:

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

MCO -05 - 2013

AN ORDINANCE AMENDING SECTION 44.92 ENTITLED, "STOP INTERSECTIONS ENUMERATED," OF ARTICLE VI ENTITLED, "SPECIAL STOPS," OF CHAPTER 44 ENTITLED "MOTOR VEHICLES AND TRAFFIC" OF THE MUNICIPAL CODE OF ORDINANCES OF THE CITY OF ELMHURST, ILLINOIS

WHEREAS, pursuant to Section 11-208 of the Illinois Vehicle Code (625 ILCS 5/11-208), the City of Elmhurst (hereinafter referred to as the "City") is empowered to designate any intersection within its jurisdiction as a stop intersection, and as such require all vehicles to stop at one or more entrances to such intersections; and

WHEREAS, Section 44.92 entitled, "Stop Intersections Enumerated," of Article VI entitled, "Special Stops," of Chapter 44 entitled, "Motor Vehicles and Traffic," of the City's Municipal Code of Ordinances delineates the intersections within the City's corporate limits that are controlled by stop signs; and

WHEREAS, the City conducted a traffic study of the intersection of Emroy Avenue and Lake Street Frontage Road and has determined that it is appropriate to make said intersection a four-way stop controlled intersection; and

WHEREAS, it is necessary, desirable and in the best interest of the City to amend Section 44.92 entitled, "Stop Intersections Enumerated," of Article VI entitled, "Special Stops," of Chapter 44 entitled, "Motor Vehicles and Traffic," of the City's Municipal Code of Ordinances to provide for the installation of stop signs at the southbound and northbound approaches of Emroy Avenue at North Lake Frontage Road.

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

Section 1: The facts and statements contained in the preamble clauses to this Ordinance are found to be true and correct and are hereby incorporated into this Ordinance.

Section 2: Section 44.92 entitled, "Stop Intersections Enumerated," of Article VI entitled, "Special Stops," of Chapter 44 entitled, "Motor Vehicles and Traffic," of the City's Municipal Code of Ordinances is hereby amended as follows:

By inserting the following intersection, in proper alphabetical order, to Section 44.92(a):

44.92 – Stop intersections enumerated.

- (a) Southbound. In addition to stops required at other intersections in the City of Elmhurst, the intersections of:

...

Streets and Roadways:

(Southbound stops)

...

"Emroy Avenue at North Lake Frontage Road."

Section 3: Section 44.92 entitled, "Stop Intersections Enumerated," of Article VI entitled, "Special Stops," of Chapter 44 entitled, "Motor Vehicles and Traffic," of the City's Municipal Code of Ordinances is hereby amended as follows:

By inserting the following intersection, in proper alphabetical order, to Section 44.92(b):

44.92 – Stop intersections enumerated.

- (b) Northbound. In addition to stops required at other intersections in the City of Elmhurst, the intersections of:

Streets and Roadways: (Northbound stops)

...

“Emroy Avenue at North Lake Frontage Road.”

Section 4: The City’s Streets Division is hereby directed to cause the placement of all necessary and appropriate signage and stop bars at the southbound and northbound approaches of Emroy Avenue at North Lake Frontage Road.

Section 5: The City’s Electrical Divisions is hereby directed to cause the installation of a flashing beacon above the northbound stop sign of Emroy Avenue at North Lake Frontage Road.

Section 6: All ordinances or parts of ordinances in conflict herewith are hereby amended to the extent of such conflict.

Section 7: This Ordinance shall be in full force and effect upon its passage and approval in accordance with law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ADOPTED this _____ day of _____, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2013.

Steven M. Morley, 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

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance Amending Section 44.92 entitled, "Stop Intersections Enumerated," of Article VI entitled, "Special Stops," of Chapter 44 entitled, "Motor Vehicles and Traffic," of the Municipal Code of Ordinances of the City of Elmhurst, Illinois

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the Public Affairs and Safety Committee, the City Attorney prepared an ordinance amending Section 44.92 of the Municipal Code to reflect the installation of a southbound stop sign at the intersection of Emory Avenue at North Lake Frontage Road and the installation of a northbound stop sign at the intersection of Emory Avenue at North Lake Frontage Road.

ZO - 03 - 2013

AN ORDINANCE GRANTING A VARIATION FROM THE REAR YARD SETBACK REQUIREMENTS AT THE PROPERTY COMMONLY KNOWN AS 310 SOUTH PROSPECT AVENUE, ELMHURST, ILLINOIS (P.I.N. 06-02-403-045)

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

WHEREAS, Section 3.8 entitled, “Variations,” of the Zoning Ordinance sets forth the authority and standards for the granting of variations to the Zoning Ordinance; and

WHEREAS, Mr. Michael Sparks and Ms. Caroline Dettman (hereinafter referred to as the “Applicants”) are the architect and owner, respectively, of certain legal property legally described as follows:

LOT 16 (EXCEPT THE SOUTH 78 FEET MEASURED AT THE RIGHT ANGLE TO THE SOUTH) IN LUCY M. GLOS SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 19, 1921 AS DOCUMENT 148468, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 06-02-403-045

Commonly known as 310 South Prospect Avenue, Elmhurst, Illinois (hereinafter referred to as the “Subject Property”); and

WHEREAS, the Subject Property is located within the Residential Estate Zoning District, the regulations of which require a minimum rear yard setback of forty (40’) feet; and

WHEREAS, the Subject Property currently has a non-conforming rear yard setback of thirty-seven and eight tenths (37.8’) feet; and

WHEREAS, the Applicants have submitted an application for a variation to reduce the rear yard from the required setback of forty (40') feet to thirteen and seven tenths (13.7') feet, a variation of 65.7%, for the purpose of constructing an attached garage to the home located on the Subject Property; and

WHEREAS, on March 14, 2013, the Zoning Board of Appeals conducted a public hearing at the Elmhurst City Hall, 209 North York Street, Elmhurst, Illinois, in connection with the aforesaid application, after notice of said hearing was duly given; and

WHEREAS, on March 14, 2013, the Zoning Board of Appeals deliberated and on said date rendered its decision on the aforesaid variation recommending that the same be granted; and

WHEREAS, on April 8, 2013, the Development, Planning and Zoning Committee of the City Council (hereinafter referred to as the "Committee") considered and recommended approval of such variation; and

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

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

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

Section 2: The City Council adopts the following findings of fact:

- a) That the plight of the Applicant is due to unique circumstances in that the Subject Property is almost square. Because the front of a lot is defined as the shortest dimension of the two frontages on a corner lot, the Subject Property's front yard is the frontage along Winthrop Avenue, even though the house faces and has a Prospect Avenue address.
- b) That the variation will not alter the essential character of the neighborhood. The proposed attached garage will not alter the sightlines of neighboring properties and will enhance the aesthetics of the home and the neighborhood by providing additional open space between a structure and the property line of the neighbor immediately south of the Subject Property.
- c) That the Subject Property in question cannot yield a reasonable return or provide the Applicant a reasonable enjoyment of the Subject Property if permitted to be used only under the conditions allowed by the regulations in its zone. The proposed attached garage will provide an entrance to the home that is protected from the elements, which is currently not the case.

Section 3: A variation of subsection (a) entitled, "Permitted Uses," of Section 7.2-5 entitled, "Yard Requirements," of Chapter 7 entitled, "Conservation and Residence Districts," of the Zoning Ordinance is hereby granted to permit a reduction of the required rear yard from forty (40') feet to thirteen and seven tenths (13.7') feet for the purpose of constructing an attached garage to the house on the Subject Property, subject to the condition that the variation granted hereby and the use of the Subject Property be in accordance with the evidence submitted to and the recommendations of the Zoning Board of Appeals.

Section 4: The City Clerk is directed to transmit a copy of this Ordinance to Darrell L. Whistler, Chairman, Zoning Board of Appeals; Nathaniel J. Werner, Zoning and Planning Administrator; and Mr. Michael Sparks and Ms. Caroline Dettman, Applicants.

Section 5: All ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of the conflict.

Section 6: This Ordinance shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this ____ day of _____, 2013, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2013.

Steven M. Morley, 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

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance Granting a Variation from the Rear Yard Setback Requirements at the Property Commonly known as 310 South Prospect Avenue, Elmhurst, Illinois (P.I.N. 06-05-403-045)

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the Development, Planning and Zoning Committee, the City Attorney drafted an ordinance granting a rear yard setback variation for the property located at 310 South Prospect Avenue, Elmhurst, Illinois. Said variation permits the reduction of the required forty (40') feet to thirteen and seven tenths (13.7') feet, a variation of 65.7%. The Applicants intend to construct an attached garage to the home on the Subject Property, which would encroach into the required rear yard setback.

ZO - 04 - 2013

**AN ORDINANCE GRANTING A VARIATION FROM THE FRONT YARD SETBACK REQUIREMENTS
AT THE PROPERTY COMMONLY KNOWN AS 141 NORTH LARCH AVENUE, ELMHURST, ILLINOIS
(P.I.N. 06-02-220-003)**

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

WHEREAS, Section 3.8 entitled, “Variations,” of the Zoning Ordinance sets forth the authority and standards for the granting of variations to the Zoning Ordinance; and

WHEREAS, Mr. Jeff Spiller (hereinafter referred to as the “Applicant”) is the owner of certain legal property legally described as follows:

LOTS 49 AND 50 IN BLOCK 1 IN PLAT OF THE TOWN OF ELMHURST, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 30, 1869 AS DOCUMENT 11706, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 06-02-220-003

Commonly known as 141 North Larch Avenue, Elmhurst, Illinois (hereinafter referred to as the “Subject Property”); and

WHEREAS, the Subject Property is located within the R3 Two-Family Residence District, the regulations of which require a minimum front yard setback of twenty-five (25’) feet; and

WHEREAS, the Subject Property currently has a non-conforming front yard setback of nineteen and seven tenths (19.7’) feet; and

WHEREAS, the Applicants have submitted an application for a variation to reduce the front yard from the required setback of twenty-five (25') feet to fifteen and seven tenths (15.7') feet, a variation of 37.2%, for the purpose of constructing an unenclosed front porch to the home located on the Subject Property; and

WHEREAS, on March 14, 2013, the Zoning Board of Appeals conducted a public hearing at the Elmhurst City Hall, 209 North York Street, Elmhurst, Illinois, in connection with the aforesaid application, after notice of said hearing was duly given; and

WHEREAS, on March 14, 2013, the Zoning Board of Appeals deliberated and on said date rendered its decision on the aforesaid variation recommending that the same be granted; and

WHEREAS, on April 8, 2013, the Development, Planning and Zoning Committee of the City Council (hereinafter referred to as the "Committee") considered and recommended approval of such variation; and

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

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

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

Section 2: The City Council adopts the following findings of fact:

- a) That the plight of the Applicant is due to unique circumstances in that the current front entrance is exposed to the elements resulting in a dangerous situation in entering and exiting the home located on the Subject Property. Additionally, the current stairs are too steep and do not meet code. Due to the current location of the home on the Subject Property, a new front porch which would correct this dangerous situation would not be possible without a variation.
- b) That the variation will not alter the essential character of the neighborhood. The proposed front porch will not alter the sightlines of neighboring properties and will enhance the aesthetics of the home and the neighborhood. The neighborhood is characterized with varying front setbacks ranging from fourteen (14') feet to twenty-seven (27') feet.
- c) That the Subject Property in question cannot yield a reasonable return or provide the Applicant a reasonable enjoyment of the Subject Property if permitted to be used only under the conditions allowed by the regulations in its zone. The proposed front porch will provide an entrance to the home on the Subject Property that is protected from the elements, and will be constructed according to current building codes regarding safe construction features.

Section 3: A variation of subsection (a) entitled, "Permitted Uses," of Section 7.5-5 entitled, "Yard Requirements," of Chapter 7 entitled, "Conservation and Residence Districts," of the Zoning Ordinance is hereby granted to permit a reduction of the required front yard from twenty-five (25') feet to fifteen and seven tenths (15.7') feet for the purpose of constructing an unenclosed front porch to the house on the Subject Property, subject to the condition that the variation granted hereby and the use of the Subject Property be in accordance with the evidence submitted to and the recommendations of the Zoning Board of Appeals.

Section 4: The City Clerk is directed to transmit a copy of this Ordinance to Darrell L. Whistler, Chairman, Zoning Board of Appeals; Nathaniel J. Werner, Zoning and Planning Administrator; and Mr. Jeff Spiller, Applicant.

Section 5: All ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of the conflict.

Section 6: This Ordinance shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this ____ day of _____, 2013, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2013.

Steven M. Morley, 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

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance Granting a Variation from the Front Yard Setback Requirements at the Property Commonly known as 141 North Larch Avenue, Elmhurst, Illinois (P.I.N. 06-02-220-003)

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the Development, Planning and Zoning Committee, the City Attorney drafted an ordinance granting a front yard setback variation for the property located at 141 North Larch Avenue, Elmhurst, Illinois. Said variation permits the reduction of the required twenty-five (25') feet to fifteen and seven tenths (15.7') feet, a variation of 37.2%. The Applicant intends to construct an unenclosed front porch to the home on the Subject Property, which would encroach into the required front yard setback.

R - 19 - 2013

**A RESOLUTION AUTHORIZING
THE ISSUANCE OF A NOTICE OF AWARD FOR
THE 2013 CONTRACT PAVING PROGRAM
FOR THE CITY OF ELMHURST, ILLINOIS**

WHEREAS, the City of Elmhurst (hereinafter referred to as the "City") sent invitations to bid to qualified contractors and publicly advertised for sealed bids for the 2013 Contract Paving Program (hereinafter the "Project"); and

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

WHEREAS, in the Bid Documents, the bid for the Project consists of the grinding and bituminous overlay of approximately nine and one-tenths (9.1) miles of asphalt and concrete streets, removal and replacement of approximately fourteen thousand (14,000) lineal feet of curb and gutter, parking lot paving, utility structure adjustments, related storm sewer work, paving of driveway approaches, restoration of parkways, and traffic control; and

WHEREAS, the City received and evaluated bids from six (6) potential contractors; and

WHEREAS, the City's Public Works and Buildings Committee reviewed the bids and has recommended that Brothers Asphalt Paving, Inc. of Addison, Illinois (hereinafter referred to as "Brothers") be found to have provided the lowest responsive bid for the Project; and

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

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

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

Section 2. It is hereby determined that it is advisable, necessary and in the public interest that the City contract for the Project.

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

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

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

Section 6. The Mayor is hereby authorized to execute, and the City Clerk is hereby authorized to attest to the contract with Brothers for the Project, which contract is attached hereto as Exhibit "B" and made a part hereof, provided that Brothers returns to the City, within fifteen (15) days of receipt of the Notice of Award, an executed contract with all other necessary written contract documents attached, properly executed by it, along with the proper contract bonds and certificates of insurance.

Section 7. The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the contract or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor, shall be paid for each craft or type of worker needed to execute the contract or to perform such work.

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

ADOPTED this ____ day of _____, 2013, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2013.

Steven M. Morley, 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 County, Illinois

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

TO: Brothers Asphalt Paving, Inc., 315 South Stewart Avenue, Addison, Illinois 60101

PROJECT DESCRIPTION: City of Elmhurst 2013 Contract Paving Program

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

YOU ARE HEREBY NOTIFIED that your bid has been accepted for items in the amount of Two Million Three Hundred Thirty-Eight Thousand Ninety-Eight and 73/100ths (\$2,338,098.73) Dollars, subject to the execution of the Contract and the furnishing of the proper bonds and insurance.

You are required to execute the Contract and furnish the required contract bonds and insurance within fifteen (15) calendar days from the date of the receipt of this Notice.

If you fail to execute said Contract and to furnish said bonds and insurance within fifteen (15) days from the issuance of this Notice, the City of Elmhurst will be entitled to consider all your rights arising out of the City of Elmhurst's acceptance of your bid as abandoned and as a forfeiture of your bid security. The City of Elmhurst will be entitled to such other rights as may be granted by law.

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

Dated this ____ day of _____, 2013.

City of Elmhurst, Illinois

By: _____
Steven M. Morley, 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

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by Brother Asphalt Paving, Inc., this ____ day of _____, 2013.

Brothers Asphalt Paving, Inc.

By: _____
Natalia Colella, President

EXHIBIT "B"

CONTRACT

This Contract is made this ___ day of _____, 2013, between the City of Elmhurst, the City, and Brothers Asphalt Paving, Inc. the Contractor, for the **2013 Contract Paving Program**.

The Contractor hereby agrees as hereinafter set forth:

1. The Work. For and in consideration of the payments to be made by the City to the Contractor, and according to the terms of the Contract, the City and the Contractor agree that the Contractor at its own proper cost and expense shall perform all of the work required for the **2013 Contract Paving Program** in the City of Elmhurst, DuPage County, Illinois, and to furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement in strict compliance with the contract documents, which contract documents are made an essential part of this Contract.

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

The total contract price is Two Million Three Hundred Thirty-Eight Thousand Ninety-Eight and 73/100ths (\$2,338,098.73) Dollars.

3. Contract Time. The Work will commence expeditiously after the date the City gives the Contractor written notice to proceed. The Contractor shall complete construction at each construction location within thirty (30) days from the date construction commenced at that location, unless an extension of time is granted in accordance with the Specifications.

4. Payments. The City shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4

et seq.). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*).

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

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

a. If to City:

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

b. If to Contractor:

Brothers Asphalt Paving, Inc.
315 South Stewart Avenue
Addison, Illinois 60101
Attn: Natalia Colella, President

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

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

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

- (j) Contract
- (k) Specifications
- (l) Check Sheet for Recurring Special Provisions
- (m) Bureau of Design and Environment Special Provisions Check Sheet
- (n) Special Provisions
- (o) Exhibits
- (p) Attachments
- (q) Standard Specifications for Road and Bridge Construction adopted January 1, 2012, as amended by the ERRATA to the Standard Specifications for Road and Bridge Construction, all of the Supplemental Specifications listed in the contract documents and those Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions, adopted January 1, 2012, indicated on the Check Sheet included in the contract documents supplement the Standard Specifications for Road and Bridge Construction, the Bureau of Design and Environment (BDE) Special Provisions, indicated on the Check Sheet included in the contract documents, the Local Roads Special Provisions, LR 105, "Cooperation with Utilities"; LR 107-4, "Insurance"; LR 107-5 "Substance Abuse Prevention Program" and the "Manual for Materials Inspection," January 1, 2007, all issued by the State of Illinois, Department of Transportation and the "National Manual on Uniform Traffic Control Devices for Streets and Highways" (2009 Edition) supplemented by the "Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways" (2009 Edition) issued by the Illinois Department of Transportation.

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

Noted: Component (q), are separate books that will not be furnished by the City but shall be the responsibility of the Contractor to obtain at its own expense. The documents may be obtained from the Illinois Department of Transportation. See <http://www.dot.state.il.us/dobuisns.html>

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

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

costs, expenses, losses, or change in anticipated profits resulting from a failure or neglect of the Contractor to make these examinations.

City:

CITY OF ELMHURST

By: _____
Steven M. Morley, Mayor

Attest:

By: _____
Patty Spencer, City Clerk

Contractor:

BROTHERS ASPHALT PAVING, INC.

By: _____
Natalia Colella, President

Attest:

By: _____
Nicola Colella, Secretary

COUNCIL ACTION SUMMARY

SUBJECT: Resolution Authorizing the Issuance of a Notice of Award for 2013 Contract Paving Program

ORIGINATOR: Public Works and Buildings Committee and City Attorney

DESCRIPTION OF SUBJECT MATTER:

The City authorized the advertisement of bids for the 2013 Contract Paving Program. There were six (6) contractors that bid for this Project. Upon the Public Works and Buildings Committee's review of the bids, it was determined that Brothers Asphalt Paving, Inc. of Addison, Illinois was found to be the lowest responsible bidder.

R - 20 - 2013

**A RESOLUTION APPROVING AND ADOPTING
AN ASSIGNED VEHICLE USE POLICY FOR THE CITY OF ELMHURST**

WHEREAS, the Corporate Authorities of the City of Elmhurst (the "City") find it to be in the best interest of the City to adopt an Assigned Vehicle Use Policy to provide guidelines and regulations for regularly and temporarily assigned vehicles and to state the employee's responsibility when operating a City-owned vehicle.

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

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

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

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

ADOPTED this ____ day of _____, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2013.

Steven M. Morley, 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"

ASSIGNED VEHICLE USE POLICY

City of Elmhurst Assigned Vehicle Use Policy

PURPOSE:

This policy shall set forth regulations for the employee use of assigned City vehicles by the City of Elmhurst, and establish the responsibilities of employees towards the vehicles entrusted to them. Employees shall use City vehicles to carry out their assigned employment mission with actions that reflect positively on the City of Elmhurst.

The vehicle assignment may be granted for the following reasons:

- The nature of duties is such that the employee is subject to being called out on an emergency or other extra duty outside normal working hours.
- It is necessary for the employee to have a vehicle to protect the safety, health or welfare of the citizens of the City of Elmhurst.
- The employee is required to attend an official meeting or conference on the City's behalf.
- As a result of a specific work project the employee proceeds regularly to and from home and work sites, rather than the regular office/work location.

PROCEDURE:

Regularly Assigned Vehicles for City Business Including Transportation To and From Work

Certain employees may be regularly assigned City owned or leased vehicles for conducting City business, which may also include the use of these vehicles for transportation to and from work.

The following shall apply to regularly assigned vehicles:

- The City Manager shall approve all designations of regularly assigned City vehicles, which may also include the use of these vehicles for transportation to-and-from work.
- Assigned vehicles are for conducting City business; including transportation to and from work and meetings, professional association functions and for de minimis personal uses while the vehicle is being driven to-and-from work.
- The department head may approve the transportation of a family member in an emergency situation; i.e., a child becomes ill at school and needs to be picked up immediately. Any emergency approval must be documented by the department head in writing in the employee's personnel file. In the case of the department head needing permission, the Human Resources Manager or the City Manager may give approval.

Temporarily Assigned Vehicles for City Business Including Transportation To and From Work

Certain employees may be temporarily assigned a City-owned vehicle for conducting City business during an unusual event or emergency, which may also include the use of these vehicles for transportation to and from work. The following shall apply to temporarily assigned vehicles:

The assignment shall be granted only for one of the following reasons:

- The nature of duties is such that the employee is subject to being called out on an emergency or other extra duty outside normal working hours.
- It is necessary for the employee to have a vehicle to protect the safety, health or welfare of the citizens of the City of Elmhurst.
- The employee is required to attend an official meeting or conference on the City's behalf.
- As a result of a specific work project the employee proceeds regularly to and from home and work sites, rather than the regular office location.
- The temporarily assigned vehicles shall be approved by the Department Director and City Manager.
- The temporary assignment for any single employee shall not exceed twelve (12), twenty-four (24) hour periods per month.

EMPLOYEE RESPONSIBILITY:

All City employees who are regularly or temporarily assigned a City owned vehicle for conducting City business shall have the responsibility of familiarizing themselves with this policy and adhering to it. This includes the following responsibilities:

1. Employees must maintain compliance with all required local, state and federal motor vehicle regulations, laws and ordinances.
2. No tobacco use is allowed in any City owned vehicle.
3. No employee shall operate a City owned vehicle after having consumed any alcohol, controlled substance, or drugs without prescriptions; prescription drugs must be taken within prescription guidelines.
4. The driver and all occupants authorized by City policy and Department operating procedures are required to wear safety belts when operating or riding in a motor vehicle. The driver is responsible to ensure all passengers are wearing their safety belts per applicable State and Federal laws.
5. No use of personal electronic devices while operating City vehicles.
6. When taken home, the vehicle shall be locked and stored off the street.
7. Personal use of City vehicles may be subject to IRS rules and regulations (mileage to and from work is taxed), or other City policies.

Violations of this policy may result in discipline up to and including immediate termination of employment.

Department Directors shall be required to adhere to all procedures outlined in this policy and enforce the provision of this policy.

COUNCIL ACTION SUMMARY

SUBJECT: A Resolution approving and adopting an Assigned Vehicle Use Policy for the City of Elmhurst

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Adoption of the attached Assigned Vehicle Use Policy establishes the guidelines and regulations for the employee use of assigned City-owned vehicles and establishes the responsibilities of the employee utilizing the City-owned vehicle.

R- 21 - 2013

**A RESOLUTION TO IDENTIFY LEGAL SIGNATORIES
AND DEPOSITORIES FOR THE CITY OF ELMHURST**

BE IT RESOLVED that MB Financial Bank; Bank of America; US Bank; Fifth Third Bank; Community Bank of Elmhurst; Suburban Bank and Trust Company; Inland Bank and Trust; Providence Bank; BMO Harris Bank, N.A.; Charter One Bank; Associated Bank (hereinafter the "Banks") and The Illinois Funds, a State Treasurer's Funds, and Illinois Metropolitan Investment Fund (IMET) (hereinafter the "Funds") be and are hereby designated as legal depositories of monies belonging to, or in the custody of, the City of Elmhurst (hereinafter the "City"), DuPage and Cook Counties, State of Illinois, and that monies belonging to, or in the custody of the City shall be deposited in said Banks and/or Funds from time to time in the name of the City of Elmhurst.

BE IT FURTHER RESOLVED that said Banks and/or Funds be and are hereby authorized to pay out the funds of this City on deposit with them from time to time upon checks or transfers, whether electronic or otherwise, drawn upon said depositories and signed, either manually or by facsimile signature, or in the case of electronic transfers upon proper authorization provided by the City Treasurer, in the name of this City by the City Treasurer and either the City Clerk or the Mayor, whether said checks or transfers are payable to the order of the City or to any third party or to any signing or countersigning officer of the City.

BE IT FURTHER RESOLVED that the City Treasurer be and he/she is hereby authorized to invest from time to time at his/her discretion any funds of the City of Elmhurst on deposit in said depositories in United States Government Securities or other legally authorized securities maturing not more than two (2) years from the date of purchase.

BE IT FURTHER RESOLVED that Patty Spencer, the City Clerk of this City, shall file with each of said Banks and/or Funds a certified copy of this Resolution under the corporate seal of this City and shall also certify to said Banks and/or Funds the persons at the present time holding the offices of:

Mayor	Steven M. Morley
City Clerk	Patty Spencer
City Treasurer	Elaine Libovicz

in this City, and it shall be conclusively presumed that the persons so certified as holding such offices continue respectively to hold the same until said Banks and/or Funds are otherwise notified in writing by the City Clerk of this City.

BE IT FURTHER RESOLVED that all prior resolutions identifying the legal signatories and depositories for the City are hereby rescinded.

This Resolution shall be in full force and effect and binding upon this city until it shall have been rescinded, and written notice of such rescission under the corporate sale shall have been delivered to said Banks and/or Funds.

APPROVED this ____ day of _____, 2013.

Steven M. Morley, Mayor of the City of
Elmhurst, DuPage and Cook Counties, Illinois

Passed this ____ day of _____, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

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

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

COUNCIL ACTION SUMMARY

SUBJECT: Resolution Identifying Legal Signatories and Depositories of the City

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

It is necessary that an updated resolution be adopted to accurately reflect the names of the authorized City signatures for the City's banks and funds.

R - 22 - 2013

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF AN ENGINEERING SERVICES AGREEMENT
BETWEEN
THE CITY OF ELMHURST
AND ROBINSON ENGINEERING, LTD.
FOR THE EFFLUENT SAMPLING STATION PROJECT**

WHEREAS, the City of Elmhurst (hereinafter referred to as the “City”) proposes to engage in the design and bidding services required for the replacement of the Effluent Sampling Station at the Wastewater Treatment Plant (hereinafter referred to as the “Project”); and

WHEREAS, the City advertised a Request for Qualifications from professional engineering consultants for the Project (hereinafter referred to as the “RFQ”); and

WHEREAS, Robinson Engineering, Ltd. of Frankfort, Illinois (hereinafter referred to as “Robinson”) was selected as the most qualified engineering consultant for the Project; and

WHEREAS, Robinson has proposed to provide the engineering services for the Project for a total cost not to exceed Fifty-Two Thousand and 00/100ths dollars (\$52,000.00); and

WHEREAS, it is advisable, necessary and in the public interest that the City enter into the Agreement between the City of Elmhurst, Illinois and Robinson Engineering, Ltd. for the furnishing of Professional Engineering Services for the Design and Bidding Services Required for the Effluent Sampling Station Project #12-29, which agreement is attached hereto as Exhibit “A” and made a part hereof (hereinafter referred to as the “Agreement”).

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

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

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

Section 3: The 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 Robinson for the engineering services required for the Project.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 4: 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.

Steven M. Morley, 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"

**AGREEMENT BETWEEN THE CITY OF ELMHURST, ILLINOIS AND ROBINSON ENGINEERING, LTD.
FOR THE FURNISHING OF PROFESSIONAL ENGINEERING SERVICES REQUIRED FOR THE
EFFLUENT SAMPLING STATION
PROJECT #12-29**

**AGREEMENT
BETWEEN THE CITY OF ELMHURST, ILLINOIS
AND ROBINSON ENGINEERING, LTD. FOR THE FURNISHING OF
PROFESSIONAL ENGINEERING SERVICES FOR THE
DESIGN AND BIDDING SERVICES REQUIRED FOR THE
EFFLUENT SAMPLING STATION PROJECT # 12-29**

This agreement (hereinafter referred to as the “Agreement”), made and entered into by and between the City of Elmhurst, Illinois (hereinafter referred to as the “City”) and Robinson Engineering, Ltd. (hereinafter referred to as the “Engineer”) has been prepared and executed to provide professional engineering services for the design and bidding services required for the replacement of the Effluent Sampling Station at the Water Reclamation Facility (hereinafter referred to as the “Project”) in the City.

Project Overview:

The Effluent Sampling Station is proposed to be constructed to the north of Chlorine Contact Tank #1 and to the east of Chlorine Contact Tank #3. The structure will be designed to have an appearance similar in style to the other buildings in the area. As the City is a “Partial-Waiver” Community and the work to be performed in accord with the Project is in an area identified as Zone “X” on the regulatory flood maps, the Engineer shall consult with the City to assist with required permitting.

The purpose of the Effluent Sampling Station will be to collect samples from daily discharge during periods of excess flow from the fully treated effluent. The samples will be refrigerated and chlorine residual will be analyzed. Samples will be collected as near as possible to the existing sampling points.

The Effluent Sampling Station building is proposed to be a prefabricated floorless structure affixed to a floating concrete slab. The approximate dimensions of the structure will be twelve feet (12’) by twelve feet (12’) with a height of eight feet (8’).

The elevation of the top of the concrete slab to be used for the Effluent Sampling Station will be approximately twelve inches (12”) above current grade. The slab will be reinforced and thickened as the edges with a nominal thickness of twelve inches (12”) and extend approximately one foot (1’) beyond each wall of the building. An approach apron will be an integral component of the slab and will extend three feet (3’) from the face of the building.

The Effluent Sampling Station building will be a stand-alone structure, designed to house two (2) refrigerated automatic programmable samplers with a space for a third and pumps to move the fluids to be sampled as needed, space for a single chlorine analyzer will be provided. The specifications will require the contractor to move this piece of equipment from its current location to this structure. A HVAC system will be an integral component of the

structure as will an electrical panel to serve the various pieces of equipment. A stainless steel sink and support system will be designed into the Effluent Sampling Station.

Utilities for the Effluent Sampling Station will be obtained as follows:

- An electrical vault located within thirty feet (30') will be used to supply power to the panel in the Effluent Sampling Station building.
- Potable water supply will be accessed from the existing sampler room.
- Wastewater will be directed to the waste line from Chlorine Contact Tank #3.
- SCADA connectivity will be hardwired to the existing sampler room.

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

A. ENGINEER'S RESPONSIBILITIES: The Engineer shall serve as the City's professional engineering consultant by providing design, bidding and construction engineering services in completion of the Project to which this Agreement applies. The work associated with this Agreement is described as Engineering Services. The Engineer shall perform the below-listed Engineering Services for the City:

1. Engineering Services:

a. Project Coordination Meetings:

- 1) Communication. The Engineer will confirm the goals and objectives of the Project by conferring with the City and its staff, from time to time, to clarify and define the general scope, extent and character of the Project.
- 2) Coordination Meetings. The Engineer will meet with the City to develop Project goals and objectives. Coordination meetings will include such items as: the Engineer's scope of services, the City's expectations, the Project schedule, key Project personnel, lines of communication, and Project issues.

b. Preparation of Plans and Specifications: The Engineer will determine and advise the City regarding general design requirements, including plans and specifications. The Engineer will prepare a design criteria summary. The Engineer will determine equipment requirements, obtain equipment data, evaluate equipment options, and finalize equipment selection. The Engineer will list major equipment to be used for the Project. The Engineer will determine building space requirements and layout.

c. Geotechnical Soil Boring: The Engineer will contract with a geotechnical consultant to obtain geotechnical soil borings to the depth of twenty feet (20') in the area proposed to be used for the Project, collect and analyze soil samples, determine groundwater levels, and prepare a written report for structural design.

d. Regulatory Agency Coordination and Permitting: The Engineer will assist in the coordination for all aspects of permitting for the Project.

- e. **Assistance with Biddings:** The Engineer shall assist the City in the development of a list of potential bidders, prepare a general advertisement form with Project specifications to provide to the City for publication, review the bids, and provide a recommendation to the City as to which bidder is the lowest responsible bidder.
 - f. **Construction Observation:** The Engineer will provide construction observation for the Project. The Engineer will be on-site during all major activities of the Project, including concrete slab placement, sampling system connection and all start-up activities.
- 2. The Engineer shall complete the Engineering Services set forth above in subsections A.1.a-f in accord with the following schedule:
 - a. The Engineer shall provide the City with the plans and specifications for the Project during the Spring/Summer of 2013.
 - b. The Engineer projects that bidding for the construction of the Project will occur during the late Summer of 2013 to ensure that construction of the Project is initiated during the early Winter of 2013 and completed before the Spring of 2014.
- 3. Additional services beyond the scope of the Engineering Services set forth in the Engineering Services delineated above shall be required in writing by the City and shall be performed by the Engineer in accordance with the Engineer's hourly rates.
- 4. The Engineer will perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the Chicagoland area. Notwithstanding anything to the contrary which may be contained in this Agreement, or any other material representations incorporated herein by reference, or in any agreement between the City and any other party concerning the Project, the Engineer shall not have control or be in charge of, and shall not be responsible for the means, methods, techniques, sequences, or procedures of construction, or the safety, safety precautions, or programs of the construction contractor, other contractors, or subcontractors performing any work or providing any services required for the Project. Nor shall the Engineer be responsible for the acts or omission of the City, or for the failure of the City, any consultant, contractor, or subcontractor to carry out their respective responsibility in accordance with the contract documents, this Agreement, or any agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the City and the Engineer.

5. The Engineer shall procure and maintain for the duration of the Agreement, and for three (3) years thereafter, insurance against errors and omission and claims for injuries to its employees which may arise from, or are in conjunction with the performance of the work hereunder by the Engineer, its agents, representative, employees, or subcontractors.
 - a. **Minimum Scope of Insurance:** Coverage shall be at least as broad as:
 - 1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85).
 - 2) Insurance Services Office form CA 0001 (Ed. 1/87) covering Automobile Liability, symbol 01 “any auto” and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms – Insured Contract or ISO form CA 0001 (Ed. 12/90).
 - 3) Professional Liability/Malpractice Liability policy; and Workers’ Compensation as required by the Labor Code of the State of Illinois and Employers’ Liability insurance.
 - b. **Minimum Limits of Insurance:** The Engineer shall maintain no limits less than:
 - 1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be no less than \$2,000,000 per project.
 - 2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
 - 3) Professional Liability: \$2,000,000 per claim and aggregate.
 - 4) Workers’ Compensation and Employers’ Liability: Workers’ Compensation as required by the Labor Code of the State of Illinois and Employers’ Liability limits of \$1,000,000 per accident.
 - 5) Excess Umbrella Policy: \$2,000,000 per claim and aggregate.
 - c. **Deductible and Self-Insured Retentions:** Any deductible or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, and volunteers, or the Engineer shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.
 - d. **Other Insurance Provisions:** The policies are to contain, or be endorsed to contain the following provisions:
 - 1) General Liability and Automobile Liability Coverages
 - a) The City, its officials, employees, and volunteers are to be covered as additional insured as respects liability arising out of activities performed by or on behalf of the Engineer, or automobiles owned, leased, hired or borrowed by the Engineer. The coverage shall contain no special limitation

on the scope of the protection afforded to the City, its officials, employees, and volunteers.

- b) The Engineer's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the City, its officials, agents, employees, and volunteers shall be in excess of the Engineer's insurance and shall not contribute with it.
- c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, agents, employees, and volunteers.
- d) The Engineer's insurance shall contain a severability of interests clause or language stating that the Engineer's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

e. **Acceptability of Insurers:** The insurance carrier used by the Engineer shall have a minimum insurance rating of AVII according to the AM Best Insurance Rating Schedule and be licensed to do business in the State of Illinois.

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

6. To the fullest extent permitted by law, the Engineer shall be responsible for any and all injuries to persons or damages to property due to the negligent or willful act or omission of the Engineer arising or in consequent of the performance of the services by the Engineer. The Engineer shall defend, indemnify and hold harmless the City, its officials, employees, agents, and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs, and expenses, which may in any way accrue against the City, its officials, employees, agents, and volunteers, due to the negligent or willful act or omission of the Engineer arising in or in consequence of the performance of the services by the Engineer. The Engineer shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefor or incurred

in connection therewith, and, if any judgment shall be rendered against the City, its officials, employees, agents, and volunteers, in any such action, the Engineer shall, at its own expense, satisfy and discharge the same. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Engineer to indemnify the City, its officials, employees, agents, and volunteers for their own negligent acts or omissions.

- 7.** Any insurance policies required by this Agreement, or otherwise provided by the Engineer, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City, its officials, employees, agents, and volunteers as herein provided.
- 8.** The Engineer represents and warrants to the City that the Engineer and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly engaged in, and are not facilitating the transactions contemplated by this Agreement on behalf of any person or entity named as a Specifically Designated National and Blocked Person.
- 9.** The Engineer will comply with all applicable federal and Illinois statutes, and local ordinances of the City, and shall operate with and uphold the ordinances, rules, code and regulations of the City while engaged in the services required under the Agreement.
- 10.** The City reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments. The Engineer and the City shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.
- 11.** The City may, at any time, by written order to the Engineer (Suspension of Services Order) require the Engineer to stop all, or any part of the services required by this Agreement. Upon receipt of such order, the Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The City, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order. The Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than (30) days.
- 12.** This Agreement may be terminated by the City upon written notice to the Engineer at its last known post office address, provided that, should this Agreement be terminated by the City, the Engineer shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of

termination shall become the property of, and made available to the City. Within five (5) days after notification and request, the Engineer shall deliver to the City all property, books, and effects of every description in its possession belonging to the City.

- 13.** This Agreement may additionally be terminated by the City upon written notice to the Engineer, at its last known post office address, upon the occurrences of any one or more of the following events, without cause and without prejudice to any other right or remedy:

 - a.** If the Engineer commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if the Engineer takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;
 - b.** If a petition is filed against the Engineer under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the Engineer under any other federal or state law in effect at the time relating to bankruptcy or insolvency;
 - c.** If the Engineer makes a general assignment for the benefit of creditors;
 - d.** If a trustee, receiver, custodian, or agent of the Engineer is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the Engineer is for the purpose of enforcing a lien against such property, or for the purpose of general administration of such property for the benefit of the Engineer's creditors; and
 - e.** If the Engineer admits, in writing, an inability to pay its debts generally as they become due.
- 14.** Upon termination, the Engineer shall deliver to the City copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the City. In such case, the Engineer shall be paid for all services and any expenses sustained, less all costs incurred by the City to have the services performed which were to have been performed by the Engineer.
- 15.** The Engineer is qualified technically and is conversant with the policies applicable to the performance of design engineering, and sufficient, properly trained and experienced personnel will be retained to perform the services required for this Agreement.
- 16.** The Engineer will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred, and make such material available at the Engineer's office at all reasonable times during the period of the

Agreement, and retain such records for a period of three (3) years from the date of final payment under the Agreement.

- 17.** The Engineer warrants that it has not employed or retained any company or person, other than an employee working solely for the Engineer, to secure this Agreement, and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price, or otherwise recover the full amount of such fee, percentage, brokerage fee, gifts, or contingent fee.
- 18.** The Engineer, during the period commencing upon the execution of the Agreement and concluding one (1) year following the completion of the Project, shall not accept employment from any developer developing land within the City, or any contractor, subcontractor, or material supplier performing work or supplying material to the City without the express written consent of the City.
- 19.** This Agreement shall be deemed to be exclusive between the City and the Engineer. This Agreement shall not be assigned by the Engineer without first obtaining permission, in writing, by the City.
- 20.** All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the Engineer relating in any manner to the work performed by the Engineer or by anyone else and used by the Engineer in performance of the services under this Agreement (hereinafter referred to as the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
- 21.** The Engineer hereby assigns to the City and its successors and assigns all of its right, title, interest, and ownership in the Work, including, but not limited to, copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The Engineer grants permission to the City to register the copyright and other rights in the Work in the City's name. The Engineer shall give the City or any other person designated by the City all assistance reasonably necessary to perfect its rights under this Agreement and to sign such applications, documents, assignment forms, and other papers and the City requests, from time to time, to further confirm this assignment. The Engineer further grants to the City full, complete, and exclusive ownership of the Work. The engineer shall not use the Work for the benefit of anyone other than the City, without the City's prior written permission. Upon

completion of the Work or other termination of this Agreement the Engineer shall deliver to the City all copies of any and all materials relating or pertaining to this Agreement.

- 22.** The drawings, specifications, reports and any other Project documents prepared by the Engineer in connection with any or all of the services furnished hereunder in this Agreement shall be delivered to the City for the use of the City. The Engineer shall have the right to retain originals of all Project documents and drawings for its files. Furthermore, it is understood and agreed that the Project documents such as, but not limited to, reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional services intended for one-time use in the construction of this Project. The City may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project. Any reuse of Project documents, without the express written consent of the Engineer, shall be at the City's sole risk; and the City shall indemnify and hold harmless the Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. When and if record drawings are to be provided by the Engineer, the information used in the preparation of record drawings is provided by others, the Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for Project construction. If additional detail is requested by the City to be included on the record drawings, then the Engineer will be due additional compensation for additional services. The Engineer shall have the right to include additional compensation for additional services. The Engineer shall have the right to include representation of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the City's confidential and proprietary information.
- 23.** The Engineer will not at any time, either directly or indirectly, disclose, use or communicate, or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the City, except as expressly authorized by the City. The Engineer shall treat such information at all times as confidential. The Engineer acknowledges that each of the following may contain confidential information of the City and that the disclosure of any of the following by the Engineer without the City's express authorization would be harmful and damaging to the City's interests:
- a.** Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups,

computer disks and diskettes, and computer databases which are not otherwise known to the public.

- b. All information relating to the Engineering Services being performed by the Engineer under this Agreement, regardless of its type or form and which are not otherwise known to the public.
 - c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by the Engineer under this Agreement, which are created, designed, or enhanced by the Engineer and which are not otherwise known to the public.
 - d. Financial information and police records. This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly and indirectly" includes, but is not limited to, acting through the Engineer's wife, husband, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associated.
24. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the City's business, services, programs, software or residents, whether prepared by the Engineer or anyone else, are the exclusive property of the City. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate, or reflect any confidential information of the City are the exclusive property of the City. The Engineer shall immediately return said items to the City upon termination of the Engineer's engagement or earlier at the City's request at any time.
25. In the event of breach of the confidentiality provisions of this Agreement, it shall be conclusively presumed that irreparable injury would result to the City and there would be no adequate remedy at law. The City shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this Agreement. The City is entitled to damages for any breach of the injunction, including, but not limited to, compensatory, incidental, consequential, exemplary, and punitive damages. The confidentiality provisions of this Agreement survive the termination or performance of this Agreement.

B. CITY RESPONSIBILITIES:

- 1. The City shall provide full information regarding requirements for and about the Project, including a program which shall set forth the City's objectives, schedule,

constraints, criteria, special equipment, systems and site requirements and to furnish and pay for all legal, accounting, and insurance counseling services as may be necessary at any time for the Project, including auditing services which the City may require. The City shall obtain from others and furnish to the Engineer complete legal descriptions and plats of property surveys for the Project which shall include, but not be limited to, location and staking of all necessary property lines and corners, public rights-of-way and secured easements and zoning deed restrictions.

2. The Engineer shall indicate to the City the information needed for rendering of the services of this Agreement. The City shall provided to the Engineer such information as is available to the City and the City's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof.
3. For the performance by the Engineer of the services enumerated herein, the City shall pay the Engineer on the following basis of payment:
 - a. **Engineer's Fee.**
The Engineer shall perform the work under this Agreement for a cost not to exceed Fifty-Two Thousand and 00/100ths Dollars (\$52,000.00).
 - b. **Payment of Engineer's Fee.** The City, for and in consideration of the rendering of the Engineer Services enumerated herein, shall pay to the Engineer for rendering such services the fee hereinbefore established in the following manner:
 - 1) Upon receipt of monthly statements from the Engineer and the approval thereof by the City, payment for the work performed shall be due and payable to the Engineer within thirty (30) days after approval by the City.
 - 2) Payment shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).
4. This Agreement may be terminated by the Engineer upon thirty (30) days' written notice to the City should the City fail substantially to perform in accordance with the terms of this Agreement through no fault of the Engineer. Upon such termination, the Engineer shall make available to the City copies of partially completed drawings, specifications, parties and completed estimates, and data, if any, from investigations and observations with the understanding that all such material becomes the property of the City. The Engineer shall be paid promptly for all services provided to the date of termination.
5. The Engineer and the Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including, but not

limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB), or other toxic/hazardous/pollutant-type substances.

C. IT IS MUTUALLY AGREED:

1. The Engineer is an independent contractor in the performance of this Agreement, and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the City. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the City or Engineer.
2. Any dispute between the Engineer and the City concerning the interpretation of, or a breach of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the Engineer, one member appointed by the City, and the third member appointed by the two other members for the disposition. The committee's decision shall be final.
3. Each party to this Agreement shall designate one or more persons to act with authority on its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
4. Written notices between the City and the Engineer shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:

a. If to the City:

City of Elmhurst
209 N. York Street
Elmhurst, Illinois 60126
Attn: Gary Smith, Water and Wastewater Manager

b. If to the Engineer:

Robinson Engineering Ltd.
10045 West Lincoln Highway
Frankfort, Illinois 60426
Attn: Steve Zehner, Senior Project Manager

- 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 addresses described in this paragraph.

5. This Agreement represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understanding, whether written or oral. This Agreement may only be amended by written instrument executed by authorized signatories of the City and the Engineer.
6. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.
7. The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
8. If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
9. This Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provision of this Agreement shall be so brought in the Circuit Court of DuPage County, State of Illinois.

D. CERTIFICATION OF ENGINEER:

1. The Engineer certifies that the Engineer, its shareholders holding more than five percent (5%) of the outstanding shares of the Engineer, its officers and directors are:
 - a. Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - b. Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); and
 - c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1 (Educational Loan Default Act).

In addition, the Engineer hereby represents and warrants to the City that:

- a. The Engineer has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*);
- b. The Engineer has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
- c. The Engineer has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 *et seq.*);
- d. The Engineer, pursuant to the Drug-Free Workplace Act, (30 ILCS 580/1 *et seq.*), 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 Engineer's workplace;
 - b) Specifying the actions that will be taken against employees for violations of such prohibition; and
 - c) Notifying employees that, as a condition of employment on this Agreement, employees shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug statue 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 Engineer'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 d.1) to each employee engaged in the performance of this Agreement, and to post the statement in a prominent place in the workplace;
 - 4) Notifying the City within ten (10) days after receiving notice under subsection d.1)c) from an employee or otherwise receieving 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; and
 - 7)** Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- e.** The Engineer 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 Agreement on the basis of race, color, age, religion, national origin, disability, or sex;
- f.** The Engineer, at the time the Engineer submitted a bid on this Agreement, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210;
- g.** 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 Engineer; or, if the Engineer'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 Engineer, 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 Engineer, the Engineer has disclosed to the City in writing the name(s) of the holder of such interest;
- h.** 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 Engineer in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code;
- i.** The Engineer 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;
- j.** In compliance with the Substance Abuse Prevention on Public Works Project Act (Public Act 95-0635), the Engineer is a party to a collective

bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Project Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act; and

- k.** 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 Engineer and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.
- 2.** If any certification made by the Engineer or term or condition in this Agreement changes, the Engineer shall notify the City in writing within seven (7) days.

[SIGNATURE PAGE TO FOLLOW]

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

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

City of Elmhurst
209 North York Street
Elmhurst, Illinois 60126

By: _____
Steven M. Morley, Mayor

ATTEST:

By: _____
Patty Spencer, City Clerk

Executed by Robinson Engineering Ltd. this ____ day of _____ 2013

Robinson Engineering Ltd.
10045 West Lincoln Highway
Frankfort, Illinois 60426

By: _____
Name, Title

ATTEST:

By: _____
Name, Title

COUNCIL ACTION SUMMARY

SUBJECT: Resolution Approving and Authorizing the Execution of an Engineering Services Agreement between the City of Elmhurst and Robinson Engineering, Ltd. for the Effluent Sampling Station Project.

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the Public Works and Buildings Committee, the City Attorney prepared a resolution to approve and authorize the execution of an engineering services agreement with Robinson Engineering, Ltd., to provide for the design and bidding services required for the Effluent Sampling Station Project.

R - 23 - 2013

**A RESOLUTION AUTHORIZING
THE PURCHASE OF PARKWAY TREES
FOR PLANTING WITHIN THE CITY OF ELMHURST**

WHEREAS, in the opinion of a majority of the corporate authorities of the City of Elmhurst (hereinafter the "City"), it is advisable, necessary, and in the public interest that the City purchase trees, which includes regular tree replacements and new tree plantings, to be installed within the parkways throughout the City; and

WHEREAS, the City is a member of the Suburban Tree Consortium (hereinafter the "Consortium"); and

WHEREAS, the Consortium's purpose is to obtain lower prices, to provide more dependable supply, and to provide a higher quality of trees than would be available to any single municipality or agency; and

WHEREAS, the City has purchased trees through the Consortium previously, thereby reducing the City's administrative costs for the processing of individual bids; and

WHEREAS, after consideration of the Consortium, a majority of the corporate authorities find it in the City's best interest to purchase through the Consortium five hundred seventy-six (576) trees (hereinafter the "Parkway Trees"), for a total amount not to exceed Ninety-Two Thousand Two Hundred Four and 50/100ths (\$92,224.50) Dollars, as shown on Exhibit "A" attached hereto and made a part hereof, as follows:

A. From Beaver Creek Nursery, two hundred twenty-two (222) trees for the sum of Thirty-Four Thousand Six Hundred Fifty-Six and 50/100ths (\$34,656.50) Dollars;

B. From Hinsdale Nursery one hundred sixty-two (162) trees for the sum of Twenty-Two Thousand Seven Hundred Eighty-Three and no/100ths (\$22,783.00) Dollars; and

C. From Wilson Nursery one hundred ninety-two (192) trees for the sum of Thirty-Four Thousand Seven Hundred Eighty-Five and no/100ths (\$34,785.00) Dollars;

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

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

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the City purchase through the Consortium five hundred seventy-six (576) Parkway Trees for a total amount not to exceed Ninety-Two Thousand Two Hundred Four and 50/100ths (\$92,224.50) Dollars, as shown on Exhibit "A" attached hereto and made a part hereof, as follows:

A. From Beaver Creek Nursery, two hundred twenty-two (222) trees for the sum of Thirty-Four Thousand Six Hundred Fifty-Six and 50/100ths (\$34,656.50) Dollars;

B. From Hinsdale Nursery one hundred sixty-two (162) trees for the sum of Twenty-Two Thousand Seven Hundred Eighty-Three and no/100ths (\$22,783.00) Dollars; and

C. From Wilson Nursery one hundred ninety-two (192) trees for the sum of Thirty-Four Thousand Seven Hundred Eighty-Five and no/100ths (\$34,785.00) Dollars.

Section 3: That the City Manager be and is hereby authorized and directed to execute, on behalf of the City, all necessary invoices, forms, and other documents related to the purchase of the Parkway Trees.

Section 4: 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.

Steven M. Morley, 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"

City of Elmhurst
Parkway Trees Purchase Summary

CITY OF ELMHURST 2013 TREE COSTS

PURCHASE SUMMARY

PARKWAY TREES						
SPECIES	SIZE	NURSERY	# OF TREES	UNIT \$	TOTAL \$	SEE NOTE
Baldcypress	2"	Wilson	6	\$135.00	\$810.00	
Beech, Riversii	2"	Wilson	26	\$210.00	\$5,460.00	
Crabapple, Raindrop	2"	Beaver Creek	13	\$103.00	\$1,339.00	
Crabapple, Spring Snow	2"	Hinsdale	25	\$94.00	\$2,350.00	
Elm, Princeton	2"	Hinsdale	25	\$152.00	\$3,800.00	
Ginkgo	2"	Beaver Creek	25	\$235.00	\$5,875.00	
Ginkgo, Sentry	2"	Beaver Creek	29	\$235.00	\$6,815.00	
Hackberry	2"	Hinsdale	2	\$123.00	\$246.00	
Honeylocust	2"	Hinsdale	8	\$108.00	\$864.00	
Hornbeam, American	2"	Beaver Creek	13	\$188.00	\$2,444.00	
Lilac, Ivory Silk	2"	Wilson	46	\$180.00	\$8,280.00	
Linden	2"	Beaver Creek	23	\$103.50	\$2,380.50	
Maple, Armstrong Red	2"	Hinsdale	27	\$145.00	\$3,915.00	
Maple, Autumn Blaze	2"	Wilson	1	\$130.00	\$130.00	
Maple, Crimson King Norway	2"	Wilson	3	\$135.00	\$405.00	
Maple, Greencolumn Black	2"	Hinsdale	16	\$139.00	\$2,224.00	
Maple, Miyabe	2"	Beaver Creek	22	\$125.00	\$2,750.00	
Maple, Red Sunset	2"	Beaver Creek	45	\$100.00	\$4,500.00	
Maple, Sugar	2"	Hinsdale	20	\$123.00	\$2,460.00	
Oak, Bur	2"	Wilson	20	\$195.00	\$3,900.00	
Oak, Columnar English	2"	Beaver Creek	6	\$175.00	\$1,050.00	
Oak, English Heritage	2"	Beaver Creek	3	\$175.00	\$525.00	
Oak, Red	2"	Wilson	25	\$170.00	\$4,250.00	
Oak, Shingle	2"	Hinsdale	21	\$208.00	\$4,368.00	
Oak, Swamp White	2"	Wilson	40	\$195.00	\$7,800.00	
Oak, Swamp White	2"	Beaver Creek	26	\$175.00	\$4,550.00	
Pear, Ornamental	2"	Beaver Creek	14	\$131.00	\$1,834.00	
Pine, White	8'	Beaver Creek	1	\$156.00	\$156.00	
Serviceberry	2"	Hinsdale	18	\$142.00	\$2,556.00	
Spruce, Serbian	8'	Beaver Creek	1	\$259.00	\$259.00	
Sycamore, Ovation	2"	Wilson	25	\$150.00	\$3,750.00	
Tuliptree	2"	Beaver Creek	1	\$179.00	\$179.00	
		TOTALS	576		\$92,224.50	

COUNCIL ACTION SUMMARY

SUBJECT: Resolution authorizing the purchase of parkway trees (hereinafter “Parkway Trees”) for planting within the City

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

The Public Works and Building Committee recommended purchasing replacement trees and new trees to be planted within parkways throughout the City.

The Suburban Tree Consortium (hereinafter the “Consortium”) provides the City with the opportunity to purchase trees through the Program so that the City is able to obtain the Parkway Trees at lower prices, a more dependable supply, and a higher quality of trees than would be available to the City on its own.

The City will purchase through the Consortium five hundred seventy-six (576) Parkway Trees for a total amount not to exceed Ninety-Two Thousand Two Hundred Four and 50/100ths (\$92,224.50) Dollars.

R - 24 - 2013

**A RESOLUTION APPROVING AND AUTHORIZING
THE PLANTING OF PARKWAY TREES FOR THE 2013 TREE PURCHASE & PLANTING PROGRAM IN
THE CITY OF ELMHURST, ILLINOIS**

WHEREAS, in the opinion of a majority of the corporate authorities of the City of Elmhurst (hereinafter referred to as the "City"), it is advisable, necessary, and in the public interest that the City purchase parkway trees and engage in the requisite planting services for the 2013 Tree Purchase & Planting Program (hereinafter referred to as the "Project"); and

WHEREAS, the City is a member of the Suburban Tree Consortium (hereinafter referred to as the "Consortium"); and

WHEREAS, the Consortium's purpose is to obtain lower prices of parkway trees, to provide a more dependable supply of parkway trees, and to provide a higher quality of parkway trees than would be available to any single municipality or agency; and

WHEREAS, on August 23, 2012, the Consortium entered into a vendor agreement with Pugsley & LaHaie, Ltd., of Lake Zurich, Illinois, (hereinafter referred to as "Pugsley") to provide for the Consortium's tree planting services (hereinafter referred to as the "Agreement"); and

WHEREAS, it is advisable, necessary, and in the public interest that, in accordance with the Agreement, Pugsley provide the planting services required for the Project for a total amount not to exceed Ninety-Seven Thousand Nine Hundred Twenty and 00/100ths (\$97,920.00) Dollars, as shown on Exhibit "A," which is attached hereto and made a part hereof.

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

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

Section 2: The Mayor is hereby authorized and directed to execute, and the City Clerk is hereby authorized and directed to attest, on behalf of the City, all necessary invoices, forms, and other documents related to the planting services required for the Project.

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.

Steven M. Morley, 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"

CITY OF ELMHURST 2013 TREE COSTS

PURCHASE SUMMARY

PARKWAY TREES						
SPECIES	SIZE	NURSERY	# OF TREES	UNIT \$	TOTAL \$	SEE NOTE
Baldcypress	2"	Wilson	6	\$135.00	\$810.00	
Beech, Riversii	2"	Wilson	26	\$210.00	\$5,460.00	
Crabapple, Raindrop	2"	Beaver Creek	13	\$103.00	\$1,339.00	
Crabapple, Spring Snow	2"	Hinsdale	25	\$94.00	\$2,350.00	
Elm, Princeton	2"	Hinsdale	25	\$152.00	\$3,800.00	
Ginkgo	2"	Beaver Creek	25	\$235.00	\$5,875.00	
Ginkgo, Sentry	2"	Beaver Creek	29	\$235.00	\$6,815.00	
Hackberry	2"	Hinsdale	2	\$123.00	\$246.00	
Honeylocust	2"	Hinsdale	8	\$108.00	\$864.00	
Hornbeam, American	2"	Beaver Creek	13	\$188.00	\$2,444.00	
Lilac, Ivory Silk	2"	Wilson	46	\$180.00	\$8,280.00	
Linden	2"	Beaver Creek	23	\$103.50	\$2,380.50	
Maple, Armstrong Red	2"	Hinsdale	27	\$145.00	\$3,915.00	
Maple, Autumn Blaze	2"	Wilson	1	\$130.00	\$130.00	
Maple, Crimson King Norway	2"	Wilson	3	\$135.00	\$405.00	
Maple, Greencolumn Black	2"	Hinsdale	16	\$139.00	\$2,224.00	
Maple, Miyabe	2"	Beaver Creek	22	\$125.00	\$2,750.00	
Maple, Red Sunset	2"	Beaver Creek	45	\$100.00	\$4,500.00	
Maple, Sugar	2"	Hinsdale	20	\$123.00	\$2,460.00	
Oak, Bur	2"	Wilson	20	\$195.00	\$3,900.00	
Oak, Columnar English	2"	Beaver Creek	6	\$175.00	\$1,050.00	
Oak, English Heritage	2"	Beaver Creek	3	\$175.00	\$525.00	
Oak, Red	2"	Wilson	25	\$170.00	\$4,250.00	
Oak, Shingle	2"	Hinsdale	21	\$208.00	\$4,368.00	
Oak, Swamp White	2"	Wilson	40	\$195.00	\$7,800.00	
Oak, Swamp White	2"	Beaver Creek	26	\$175.00	\$4,550.00	
Pear, Ornamental	2"	Beaver Creek	14	\$131.00	\$1,834.00	
Pine, White	8'	Beaver Creek	1	\$156.00	\$156.00	
Serviceberry	2"	Hinsdale	18	\$142.00	\$2,556.00	
Spruce, Serbian	8'	Beaver Creek	1	\$259.00	\$259.00	
Sycamore, Ovation	2"	Wilson	25	\$150.00	\$3,750.00	
Tuliptree	2"	Beaver Creek	1	\$179.00	\$179.00	
		TOTALS	576		\$92,224.50	

CONTRACT PLANTING PUGSLEY & LAHAIE (P & L)						
TYPE		PLANTER	# OF TREES	UNIT \$	TOTAL \$	SEE NOTE
2" caliper tree	2"	P & L	574	\$170.00	\$97,580.00	
8' tall tree	8'	P & L	2	\$170.00	\$340.00	
		TOTALS	576		\$97,920.00	

COUNCIL ACTION SUMMARY

SUBJECT: Resolution Approving and Authorizing the Planting Services of Parkway Trees for the 2013 Tree Purchase & Planting Program in the City of Elmhurst, Illinois

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the Public Works and Buildings Committee, the City Attorney prepared a resolution to approve and authorize the planting services of parkway trees by Pugsley & LaHaie, Ltd., for the 2103 Tree Purchase & Planting Program.

O-28-2013

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

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-Ninth Amendment to the Contract ("Twenty-Ninth Amendment"), extending the contingency Investigation Period, to and until May 22, 2013, all as set forth in the Twenty-Ninth 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-Ninth 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-Ninth 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-Ninth 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-Ninth 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-Ninth Amendment.

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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 May, 2013, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of May, 2013.

Steven M. Morley, Acting Mayor of the
City of Elmhurst,
DuPage and Cook Counties, Illinois

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

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

EXHIBIT A

TWENTY-NINTH AMENDMENT

TWENTY-NINTH AMENDMENT TO REAL ESTATE PURCHASE CONTRACT

THIS TWENTY-NINTH AMENDMENT TO REAL ESTATE PURCHASE CONTRACT (this "Amendment") is dated as of May _____, 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, as further amended by that Twenty-Sixth Amendment to Real Estate Purchase Contract dated December 4, 2012, as further amended by that Twenty-Seventh Amendment to Real Estate Purchase Contract dated February 4, 2013, and as further amended by that Twenty-Eighth Amendment to Real Estate Purchase Contract dated April 1, 2013 (collectively, the "Contract") relating to the purchase of the premises commonly known as 260 N. York Road, Elmhurst, Illinois (the "Property") which Property is more specifically described in the Contract. Purchaser and Seller now desire to amend the Contract in certain respects as set forth herein.

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

1. Any capitalized term used herein, but not defined herein, shall have the meaning given to such term in the Contract.

2. The Effective Date of this Amendment shall be May 6, 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 May 8, 2013 to 3:00 p.m. on May 22, 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-Ninth Amendment to the Contract for the Purchase of 260 North York Street, Elmhurst, Illinois ("Pauli"), extending the contingency Investigation Period to no later than May 22, 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 May 8, 2013. 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-Ninth Amendment to the Contract, extending the contingency Investigation Period to May 22, 2013.

O-29-2013

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

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 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-Ninth Amendment to the Contract ("Twenty-Ninth Amendment"), amending the Purchase Price, establishing the closing date and providing for post-closing possession by one of the Sellers, all as set forth in the Twenty-Ninth 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-Ninth 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-Ninth 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-Ninth 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-Ninth 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-Ninth Amendment.

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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 May, 2013, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of May, 2013.

Steven S. Morley, Mayor of the City of
Elmhurst, DuPage and Cook Counties, Illinois

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

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

EXHIBIT A

TWENTY-NINTH AMENDMENT

Exhibit A was not available at time of distribution.