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**AGENDA  
OF BUSINESS TO BE BROUGHT BEFORE THE MEETING  
OF THE CITY COUNCIL OF ELMHURST, ILLINOIS, 209 NORTH YORK  
MONDAY, DECEMBER 17, 2007**

- 1. Executive Session 6:30 p.m. – Land Acquisition and Sale of Land (Council Chambers)**
- 2. Open Session 7:30 p.m. – Call to Order/ Pledge of Allegiance/Roll Call**
- 3. Receipt of Written Communications and Petitions from the Public**
- 4. Public Forum**
- 5. Consent Agenda**
  - a. Minutes of the Regular Meeting Held on Monday, December 3, 2007 (City Clerk Spencer): Approve as published
  - b. Accounts Payable – December 17, 2007 Total \$ 1,803,176.30
  - c. Appointment of Mr. Thomas M. Cathcart and Reappointment of Mr. Emil D. Haddad to the Board of Fire and Police Commissioners (Mayor Marcucci): Concur with the Mayor's recommendation
  - d. Appointments to the Commission on Youth – Katie Murray & Susan Chansey (Mayor Marcucci): Concur with the Mayor's recommendation
  - e. Appointment to the Senior Citizens Commission – Ms. Kris Hansen (Mayor Marcucci): Concur with the Mayor's recommendation
  - f. Bid, 2007 Sanitary Sewer CIPP Lining Project (City Clerk Spencer): Refer to the Public Works and Buildings Committee (see item 5j)
  - g. Elmfest 2008 (City Manager Borchert): Refer to the Public Affairs and Safety Committee (see item 5k)
  - h. Nana's Hot Dogs & Italian Beef and Nana's PastaRante' Liquor License Request (City Manager Borchert): Refer to the Public Affairs and Safety Committee
  - i. Report – WWTP Digester Gas Siloxane Removal Filter (PW&B)
  - j. Report – Bid for 2007/2008 Sanitary Sewer CIPP Lining Project (PW&B) (see item 5f)
  - k. Report – Elmfest 2008 Chamber of Commerce Request (PA&S) (see item 5g)
  - l. Report – Smoke Free Illinois Act (PA&S)
  - m. Report – Intergovernmental Agreement for Fire Protection Services – City of Elmhurst and Bensenville Fire Protection District #1 (PA&S)
  - n. Report – City of Elmhurst Website Upgrade and Redesign Services (F,CA&AS)
  - o. Report – Case Number 07 P-05 / Martens Request for Subdivision and Associated Variations (DP&Z)
  - p. O-45-2007 – An Ordinance Approving a Recapture Agreement (Evergreen Lane)
  - q. ZO-16-2007 – An Ordinance Granting an Off-Street Parking Variation on the Property Commonly Known as 533 South York Street (Olympic Chiropractic)
  - r. ZO-17-2007 – An Ordinance Granting a Conditional Use Permit for the Purpose of Relocating a Pylon Sign on the Property Commonly Known as 104 East Fullerton Avenue (Doti Liquors)
  - s. R-27-2007 – A Resolution Approving a Contract With the Chicago Central & Pacific Railway Company for the Purchase of Certain Real Property for Use as a Portion of a Fire Station Site

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

- a. Hahn Street Development Final Proposals - Mr. Stephen Friedman, Consultant – Report and Council Discussion
- b. Updates (Mayor Marcucci)

**7. Other Business**

**8. Announcements**

**9. Adjournment**

*Note: It is requested that cell phones be turned off or in vibrate mode during formal City Council Meetings. Please refrain from talking on cell phones in the Council Chambers during said meetings.*

NOTE: 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.

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MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF THE ELMHURST, ILLINOIS  
HELD ON MONDAY, DECEMBER 3, 2007  
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, DECEMBER 3, 2007  
209 NORTH YORK STREET  
ELMHURST, ILLINOIS**

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

Attendance: 17

2. The Regular Meeting of the Elmhurst City Council was called to order by City Clerk Spencer at 7:35 p.m. Roll call:

Present: Michael J. Regan, Diane Gutenkauf, Norman Leader, Pat Shea, Michael Bram, Susan J. Rose, John Gow, Stephen Hipskind, Moira Moriarty, Chris Nybo, George Szczepaniak, Steve Morley, Mark A. Mulliner

Absent: Mayor Marcucci, Stephen Hipskind (arrived at 8:15 p.m.), Donna Lomnicki

Also in Attendance: City Treasurer Pigoni, City Attorney Kubiesa, City Manager Borchert, Finance Director Gaston, Fire Chief Kopp, PZED Director Said, Economic Development Manager Corner

In the absence of Mayor Marcucci, City Clerk Spencer asked for a motion to elect Alderman Rose Mayor Pro Tempore for tonight's meeting. Alderman Leader moved, Alderman Bram seconded. Voice vote, motion carried.

**PUBLIC HEARING – 2007 PROPERTY TAX LEVY FOR SPECIAL SERVICE AREA NUMBER EIGHT**

2. The Public Hearing for the 2007 Property Tax Levy for Special Service Area Number Eight opened at 7:36 p.m. Mayor Pro Tempore Rose explained the purpose for the hearing and invited anyone who wished to address the Council to do so at this time.

No one came forward to speak.

The Public Hearing for the 2007 Property Tax Levy for Special Service Area Number Eight closed at 7:37 p.m.

**CONTINUATION OF PUBLIC HEARING – PROSPECT AVENUE ANNEXATION AGREEMENT**

3. Mayor Pro Tempore Rose reconvened the public hearing at 7:38 p.m. regarding the Prospect Avenue Annexation Agreement. Mayor Pro Tempore Rose stated this was held over to a date time certain of December 3, 2007 six weeks ago due to legalities.

Mayor Pro Tempore Rose stated that the Public Hearing will continue at the Monday, February 4, 2008 City Council Meeting.

The public hearing recessed at 7:39 p.m. and will reconvene on Monday, February 4, 2008.

**PRESENTATION OF TREASURES OF ELMHURST HISTORY (AUTHORS JUDY BIGGINS, FRANCESCA IRION, CATHY SIEGERDT & CHRIS SMITH)**

4. Mayor Pro Tempore Rose asked Judy Biggins, Francesca Irion, Cathy Siegerdt and Chris Smith to join her at the podium. Mayor Pro Tempore Rose stated Treasures of Elmhurst History, a new book on Elmhurst's history, has been published. Mayor Pro Tempore Rose asked Judy Biggins to tell why the book was written.

Ms. Biggins stated she and the other authors are retired school teachers who saw a need for a simple and reorganized way to relate Elmhurst history. On November 1, 2007 the book went to print and the book is on sale in Elmhurst.

Mayor Pro Tempore Rose asked how a copy of the book can be obtained.

Ms. Biggins stated many stores in town will carry the book, for a listing go to [www.cottagehillink.com](http://www.cottagehillink.com).

Mayor Pro Tempore Rose thanked the authors again for their wonderful and thoughtful book.

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

5. None.

**PUBLIC FORUM**

6. Frank Vanek  
368 N. Myrtle  
Elmhurst, IL 60126

Mr. Vanek thanked the people of Elmhurst for their kindness, prayers and respect for his son, Sergeant Joseph M. Vanek. Mr. Vanek also thanked Mayor Marcucci, the City Council, the Fire Department, the Police Department and the American Legion for all that they did. He said thirty (30) years ago Jan and I decided to live in Elmhurst and you can see why! Thank you again.

Derek Mendell  
Prospect Ave.  
Elmhurst, IL 60126

Asked Council for information regarding the annexation of Prospect Avenue and how the residents will be affected by the annexation in terms of taxes and City Services.

**CONSENT AGENDA**

7. The following items on the Consent Agenda were presented:
- a. MINUTES OF THE REGULAR MEETING HELD ON MONDAY, NOVEMBER 19, 2007  
(City Clerk Spencer): Approve as published
  - b. MINUTES OF THE EXECUTIVE SESSION HELD ON MONDAY, NOVEMBER 19, 2007  
(City Clerk Spencer): Receive and place on file
  - c. ACCOUNTS PAYABLE – NOVEMBER 30, 2007 TOTAL \$ 1,008,457.95
  - d. RENEWABLE ENERGY SOURCES / RESIDENTIAL ZONING DISTRICT REGULATIONS  
(City Manger Borchert): Refer to the Development, Planning and Zoning Committee was presented:

November 29, 2007

To: Mayor Marcucci and Members of the City Council  
Re: Renewable Energy Sources / Residential Zoning District Regulations

It is respectfully requested that the attached correspondence from an Elmhurst resident be forwarded to the Development, Planning and Zoning Committee for their review and subsequent recommendation to the City Council to consider relative to building and zoning ordinances associated with renewable energy sources such as wind and solar panels for individual home sites.

Respectfully submitted,  
/s/ Thomas P. Borchert  
City Manager

- e. REPORT – 371 EVERGREEN LANE – RECAPTURE AGREEMENT The following report of the Public Works and Buildings Committee was presented:

November 26, 2007

TO: Mayor Marcucci and Members of the City Council  
RE: 371 Evergreen Lane – Recapture Agreement

The Public Works and Buildings Committee met on Monday, November 26, 2007 to discuss a request from Ms. Susan Osmanski to create a recapture agreement for the watermain she had installed in the Evergreen right-of-way to provide service to a new single family residence at 371 Evergreen Lane. The City enters into recapture agreements to allow a developer to be reimbursed (on a pro-rated basis) for installing infrastructure to serve his development but that also benefits other properties. Generally, the City agrees to not allow the benefited properties to connect to the utility until they have reimbursed the party which paid for the infrastructure originally installed.

This block of Evergreen Lane did not have a public watermain with the existing properties being on well and septic systems. New development requires the property owner to connect to public utilities. Therefore as part of the new home construction by the Osmanski's, a public watermain was required to be installed on Evergreen Lane. The recapture agreement would allow the Osmanski's to recoup a portion of the watermain installation cost from adjacent properties when they decide to connect to the public watermain. The recapture agreement contains a list of the addresses and the respective recapture amounts for each.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the recapture agreement for the public watermain installed on Evergreen Lane be approved and the City Attorney be authorized to prepare the necessary documents for this recapture agreement and that the appropriate City officials be authorized to sign said documents.

Respectfully submitted,  
Public Works and Building Committee

/s/ John E. Gow

Chairman

/s/ Michael Regan

Vice-Chairman

/s/ Donna Lomnicki

/s/ Pat Shea

- f. REPORT – CABLE TV AND VIDEO COMPETITION ORDINANCES The following report of the Public Affairs and Safety Committee was presented:

November 21, 2007

To: Mayor Marcucci and Members of City Council

Re: Cable TV and Video Competition Ordinances

The Public Affairs and Safety Committee met on November 12, 2007 to discuss a request of the City Manager regarding the adoption of certain ordinances relating to the Illinois Cable and Video Competition Law of 2007 (the "Act"). The Committee reviewed a memo from the Assistant City Attorney and draft ordinances concerning customer service and privacy standards, imposition of a provider fee and PEG (public, educational and government) fee and right-of-way construction standards. The catalyst for the Act was the desire of AT&T to provide video over internet protocol (VoIP) or video service. The AT&T video service is known as U-Verse, formally known as Project Lightspeed.

Under the Act, cable TV or video services may be provided pursuant to authorization issued by the Illinois Commerce Commission (ICC). AT&T has been issued state authorization to provide video service. However, cable providers may continue to provide service pursuant to franchises granted by municipalities or counties. The current franchise granted by the City to Comcast will continue in effect until it terminates by its own terms or until Comcast should decide to seek a State Authorization from the ICC. The Act does not prevent renewal of cable TV franchises.

CUSTOMER SERVICE AND PRIVACY STANDARDS ORDINANCE

The ordinance establishing customer service and privacy standards would apply to video services upon passage and publication; this ordinance would apply to the incumbent cable provider as of January 1, 2008. This ordinance would require, among other things, that appointments for installation or other service must be either at a specific time or within a 4-hour time block; appointments may not be cancelled after 5 p.m. the prior day. Should a service provider substantially fail to meet the various standards, fines may be imposed by a court and credits to customers are available. The privacy provisions of the ordinance would prevent disclosure of customers' names and addresses for commercial purposes.

PROVIDER FEE AND PEG ACCESS SUPPORT FEE ORDINANCE

The Ordinance imposing a provider PEG fee would apply only to cable or video service providers operating pursuant to State Authorization. The Act provides that such fees can be no higher than those presently imposed on the incumbent cable provider; accordingly, the ordinance would set the provider fee at 5% of gross revenues and the PEG fee at 1% of gross revenues.

CONSTRUCTION RIGHT-OF-WAY STANDARDS ORDINANCE

This ordinance is an update of a similar one previously passed by the City Council several years ago. It would establish uniform standards for installations in City rights-of-way not only for cable and video providers but all companies using rights-of-way, such as ComEd, NICOR and other utilities.

All three ordinances are based upon models prepared by a subcommittee of the Illinois Municipal League Home Rule Attorneys Committee. They have been modified to make them applicable to the City and to add certain requirements relating to Insurance coverage and appeals to the City Council of the Public Works Director's decisions regarding right-of-way construction permits.

AT&T has projected that it will commence video service by the end of March, 2008, although there have been indications recently that such service may begin in February. It is important (particularly regarding the provider and PEG Fee ordinance) that the ordinances be adopted before the end of 2007. Any ordinances adopted must be sent to AT&T to ensure that the customer service and construction standards are followed and the City-imposed fees are in effect when video service starts.

The three draft ordinances may need re-drafting in terms of their placement in the City Code, that being the case because so long as it has a cable franchise, the current provisions of the City Code (Chapter 38) must be maintained to enable the City to enforce the terms of the Comcast franchise. Copies of the draft ordinances are attached.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Attorney be directed to place the ordinances in final form for adoption by the City Council.

Respectfully submitted,  
Public Affairs and Safety Committee

/s/ Mark A. Mulliner

Chairman

/s/ Michael Bram

Vice-Chairman

/s/ Chris Nybo

- g. REPORT – SEWERAGE TREATMENT RATE FOR ILLINOIS AMERICAN WATER COMPANY The following report of the Finance, Council Affairs and Administrative Services Committee was presented:

November 27, 2007

To: Mayor Marcucci and Members of the City Council  
Re: Sewerage Treatment Rate for Illinois American Water Company

On November 17, 1975, the City of Elmhurst entered into an agreement with Illinois American Water Company, formerly Citizen's Utility Company of Illinois, for the treatment of sewerage delivered by said company to the North Elmhurst Pumping Station at a rate to be established by resolution. The agreement also requires periodic review of the sewerage treatment rate charged Illinois American Water Company.

The Finance, Council Affairs and Administrative Services Committee met November 26, 2007 to review the current rate and have determined by cost analysis that a rate of \$2.408 per thousand gallons for treatment of sanitary sewerage from the Illinois American Water Company system is an adequate and equitable charge.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council approve the new rate of \$2.408 per thousand gallons of sewerage delivered by Illinois American Water Company, and authorize the City Attorney to prepare the appropriate resolution.

Respectfully submitted,  
Finance, Council Affairs and  
Administrative Services Committee

/s/ George Szczepaniak  
Chairman

/s/ Stephen Hipskind  
Vice-Chairman

/s/ Moira Moriarty

/s/ Steven Morley

- h. REPORT – CASE NUMBER 07 ZBA-17 / OLYMPIC CHIROPRACTIC VARIATION 533 S. YORK STREET The following report of the Development, Planning and Zoning Committee was presented:

November 16, 2007

TO: Mayor Marcucci and Members of the City Council  
RE: Case Number 07 ZBA - 17 / Olympic Chiropractic Variation 533 S. York Street  
Request for variation to the off-street parking requirement for the purpose of constructing an addition on property commonly known as 533 S. York Street (PIN 06-12-120-004), being wholly located in the C2 Community Shopping and Service District

The Development, Planning and Zoning Committee met on November 13, 2007 to review the Zoning & Planning Commission report dated November 7, 2007 regarding the subject request. The Committee also reviewed the documentation supplied by the applicant and the public hearing transcript.

The applicant, Mr. Pat Calgano, the owner of Olympic Chiropractic, is requesting approval of a variation for parking due to a proposed addition to his building. The applicant noted that the addition is necessary to provide additional floor space, and reasonable return, for the property. The proposed addition will remove existing parking, and it generates a Zoning Ordinance requirement for additional parking.

The DPZ Committee reviewed the circumstances associated with the proposed addition and resulting variation. They noted that there was ample parking available in the public City – owned lot immediately behind the subject site. As well, observations of parking usage there indicated that this public lot can easily accommodate the small amount of additional parking demand that the addition might create. Further, the Committee noted that the proposed addition would make this space consistent with other adjacent commercial spaces which do not have parking on site, but instead rely fully on the City lot for their parking needs. As such, the Committee made note of the Zoning & Planning Commission's ideas that to encourage a pedestrian-friendly environment perhaps zoning requirements for the York/Valette area (beginning with recommendations in the Comprehensive Plan) can be modified to utilize common (perhaps public) parking facilities in lieu of private parking lots.

Based on their review of this request, the DPZ Committee supports the variation request for parking. It is therefore, the recommendation of the Development, Planning and Zoning Committee to support the recommendation of the Zoning & Planning Commission for a parking variation for this request. The City Attorney is hereby directed to prepare the necessary documents for City Council approval.

Respectfully submitted,  
Development, Planning and Zoning  
Committee

/s/ Susan J. Rose  
Chairman

/s/ Norman Leader  
Vice-Chairman

/s/ Diane Gutenkauf

- i. REPORT – CASE NUMBER 07 P-06 / DOTI LIQUOR SIGN CONDITIONAL USE The following report of the Development, Planning and Zoning Committee was presented:

November 16, 2007

TO: Mayor Marcucci and Members of the City Council

RE: Case Number 07 P-06/Doti Liquor Sign Conditional Use

The purpose of this hearing is to consider a request for a Conditional Use Permit for the purpose of relocating an existing pylon sign and replacing the manual reader board with an electronic message board on property commonly known as 104 E. Fullerton Avenue (PIN 03-36-100-019)

The Development, Planning and Zoning Committee met on November 13, 2007 to review the Zoning & Planning Commission report dated October 29, 2007 regarding the subject request. The Committee also reviewed the documentation supplied by the applicant and the public hearing transcript.

The applicants are requesting approval of a conditional use to relocate an existing pylon sign and replace a manual reader board with an electronic reader (message) board. The request results from a proposed building addition at the subject site in the location of the existing sign, therefore the sign must be removed or relocated to allow for construction of the addition.

The DPZ Committee reviewed the circumstances associated with the proposed sign relocation, along with the proposed electronic message board. The Committee specifically noted the City's Zoning Ordinance limitations regarding message boards; no flashing, no animation or movement of lights, and a minimum 5-second time for each message on the board. The applicant understands and has agreed to adhere to these requirements. The Committee also noted that the applicant will use amber lights, not red.

Based on their review of this request, the DPZ Committee supports the conditional use request for the sign. It is therefore, the recommendation of the Development, Planning and Zoning Committee to support the recommendation of the Zoning & Planning Commission for a conditional use for this request. The City Attorney is hereby directed to prepare the necessary documents for City Council approval.

Respectfully submitted,  
Development, Planning and Zoning  
Committee

/s/ Susan J. Rose  
Chairman

/s/ Norman Leader  
Vice-Chairman

/s/ Diane Gutenkauf

- j. O-28-2007 – AN ORDINANCE APPROVING THE FIRST AMENDMENT OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ELMHURST AND THE VILLAGE OF VILLA PARK (CROWN METALS)

Ordinance O-28-2007 was presented for passage.

- k. O-30-2007 – AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2007, AND ENDING APRIL 30, 2008 IN AND FOR SPECIAL SERVICE AREA NUMBER FOUR OF THE CITY OF ELMHURST

Ordinance O-30-2007 was presented for passage.

- l. O-31-2007 – AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2007 AND ENDING APRIL 30, 2008, IN AND FOR SPECIAL SERVICE AREA NUMBER FIVE OF THE CITY OF ELMHURST

Ordinance O-31-2007 was presented for passage.

- m. O-32-2007 – AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2007, AND ENDING APRIL 30, 2008, IN AND FOR SPECIAL SERVICE AREA NUMBER SIX OF THE CITY OF ELMHURST

Ordinance O-32-2007 was presented for passage.

- n. O-33-2007 – AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2007, AND ENDING APRIL 30, 2008, IN AND FOR SPECIAL SERVICE AREA NUMBER SEVEN OF THE CITY OF ELMHURST

Ordinance O-33-2007 was presented for passage.

- o. O-34-2007 – AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2007, AND ENDING APRIL 30, 2008 IN AND FOR SPECIAL SERVICE AREA NUMBER EIGHT OF THE CITY OF ELMHURST

Ordinance O-34-2007 was presented for passage.

- p. O-35-2007 – AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2007, AND ENDING APRIL 30, 2008 IN AND FOR SPECIAL SERVICE AREA NUMBER NINE OF THE CITY OF ELMHURST

Ordinance O-35-2007 was presented for passage.

- q. O-36-2007 – AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2007, AND ENDING APRIL 30, 2008 IN AND FOR SPECIAL SERVICE AREA NUMBER TEN OF THE CITY OF ELMHURST

Ordinance O-36-2007 was presented for passage.

- r. O-37-2007 – AN ORDINANCE ABATING THE TAX LEVY FOR THE YEAR 2007 FOR THE PAYMENT OF PRINCIPAL AND INTEREST ACCRUING UPON AN ISSUE OF \$5,405,000 GENERAL OBLIGATION CORPORATE PURPOSE BONDS OF THE CITY OF ELMHURST DATED DECEMBER 1, 2000

Ordinance O-37-2007 was presented for passage.

- s. O-38-2007 – AN ORDINANCE ABATING THE TAX LEVY FOR THE YEAR 2007 FOR THE PAYMENT OF PRINCIPAL AND INTEREST ACCRUING UPON AN ISSUE OF \$10,000,000 GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF ELMHURST DATED DECEMBER 1, 2001

Ordinance O-38-2007 was presented for passage.

- t. O-39-2007 – AN ORDINANCE ABATING THE TAX LEVY FOR THE YEAR 2007 FOR THE PAYMENT OF PRINCIPAL AND INTEREST ACCRUING UPON AN ISSUE OF \$18,700,000 GENERAL OBLIGATION LIBRARY BONDS OF THE CITY OF ELMHURST DATED APRIL 15, 2002

Ordinance O-39-2007 was presented for passage.

- u. O-40-2007 – AN ORDINANCE ABATING THE TAX LEVY FOR THE YEAR 2007 FOR THE PAYMENT OF PRINCIPAL AND INTEREST ACCRUING UPON AN ISSUE OF \$10,000,000 GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF ELMHURST DATED OCTOBER 15, 2003

Ordinance O-40-2007 was presented for passage.

- v. O-41-2007 – AN ORDINANCE ABATING THE TAX LEVY FOR THE YEAR 2007 FOR THE PAYMENT OF PRINCIPAL AND INTEREST ACCRUING UPON AN ISSUE OF \$9,990,000 GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF ELMHURST DATED DECEMBER 1, 2004

Ordinance O-41-2007 was presented for passage.

- w. O-42-2007 – AN ORDINANCE ABATING THE TAX LEVY FOR THE YEAR 2007 FOR THE PAYMENT OF PRINCIPAL AND INTEREST ACCRUING UPON AN ISSUE OF \$9,065,000 GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF ELMHURST DATED DECEMBER 1, 2005

Ordinance O-42-2007 was presented for passage.

- x. O-43-2007 – AN ORDINANCE ABATING THE TAX LEVY FOR THE YEAR 2007 FOR THE PAYMENT OF PRINCIPAL AND INTEREST ACCRUING UPON AN ISSUE OF \$9,500,000 GENERAL OBLIGATION CORPORATE PURPOSE BONDS OF THE CITY OF ELMHURST DATED MARCH 1, 2006

Ordinance O-43-2007 was presented for passage.

- y. O-44-2007 – AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN PERSONAL PROPERTY OWNED BY THE CITY OF ELMHURST

Ordinance O-44-2007 was presented for passage.

- z. ZO-15-2007 – AN ORDINANCE GRANTING A FRONT YARD VARIATION ON THE PROPERTY COMMONLY KNOWN AS 312 NORTH HIGHLAND (HUSTER)

Ordinance ZO-15-2007 was presented for passage.

- aa. R-25-2007 – A RESOLUTION TO SET THE RATE FOR SEWERAGE TREATMENT FROM ILLINOIS AMERICAN WATER COMPANY

Resolution R-25-2007 was presented for passage.

- bb. R-26-2007 – A RESOLUTION ADOPTING A STATEMENT OF INTEROPERABILITY

Resolution R-26-2007 was presented for passage.

Alderman Shea removed item **8a. Minutes of the Regular Meeting Held on Monday, November 19, 2007.**

Alderman Regan moved to accept the contents of the Consent Agenda less item **8a. Minutes of the Regular Meeting Held on Monday, November 19, 2007**. Alderman Bram seconded. Alderman Gow moved to accept the contents of the Consent Agenda less item **8a. Minutes of the Regular Meeting Held on Monday, November 19, 2007**. Alderman Gutenkauf seconded. Roll call vote to accept the contents of the Consent Agenda less item **8a. Minutes of the Regular Meeting Held on Monday, November 19, 2007**:

Ayes: Gow, Gutenkauf, Regan, Leader, Shea, Bram, Rose, Moriarty, Nybo, Szczepaniak, Morley, Mulliner

Nays: None

Results: 12 ayes, 0 nays, 2 absent  
Motion duly carried

Alderman Regan moved to approve the contents of the Consent Agenda less item **8a. Minutes of the Regular Meeting Held on Monday, November 19, 2007**. Alderman Morley seconded. Roll call vote:

Ayes: Regan, Morley, Gutenkauf, Leader, Shea, Bram, Rose, Gow, Moriarty, Nybo, Szczepaniak, Mulliner

Nays: None

Results: 12 ayes, 0 nays, 2 absent  
Motion duly carried

Alderman Shea asked that her comments and concerns from last meeting be added for the record on page 10 of the November 19, 2007 meeting minutes. She also stated City Manager Borchert was to send a memo answering her questions and concerns.

Mayor Pro Tempore Rose stated she would ask Clerk Spencer to comment on Alderman Shea's request for more details in the minutes.

Clerk Spencer stated Alderman Shea's remarks were included in the summarization of the discussion ensued of the approval of a 4.5% Tax Levy.

Mayor Pro Tempore Rose suggested that City Manager Borchert stated he would put out a memo to address Alderman Shea's concerns.

Alderman Mulliner moved to approve item **8a. Minutes of the Regular Meeting Held on Monday, November 19, 2007** as presented. Alderman Regan seconded. Item **8a. Minutes of the Regular Meeting Held on Monday, November 19, 2007** was approved as presented without objection.

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

8. **HAHN STREET DEVELOPMENT FINAL PROPOSALS – CITY MANAGER BORCHERT AND MR. STEPHEN FRIEDMAN, CONSULTANT – REPORT AND COUNCIL DISCUSSION**

Alderman Gutenkauf motioned to return to the process and come to an agreement as a body with the information regarding the seven topics Council started reviewing and discussing. No one seconded.

Mayor Pro Tempore Rose stated it is the intent to include all issues and questions from Council in our discussion of item **8. Hahn Street Development Final Proposals**.

*(Per the request of Alderman Nybo, item 8. Hahn Street Development Final Proposals was deferred without objection until after the discussion on items 9, 10 and 11 on the Agenda were completed).*

Alderman Mulliner moved to enter into contract negotiations with the Morningside Group on the Hahn Street Development. Alderman Regan seconded.

Alderman Mulliner stated time has come to select a developer and begin the negotiation process. He stated this process will answer many questions Council has.

Discussion ensued on whether Council is ready to select a developer due to many unanswered questions regarding the gas station, financials, current feedback from the consultant and the evaluation and scoring of the matrix provided to Council from City staff.

City Manager Borchert offered an apology to Council for any questions asked of him, the City staff, the consultant and his staff that have not been answered. City Manager Borchert stated Mr. Friedman is here to take any questions from Council.

Alderman Morley called for a point of order. Alderman Morley asked City Attorney Kubiesa for a clarification on what would be ok for Mr. Friedman to discuss in Open Session.

City Attorney Kubiesa replied Mr. Friedman has been instructed.

Alderman Nybo asked Mayor Pro Tempore Rose if Mr. Friedman can address Council with a motion being discussed.

Mayor Pro Tempore Rose stated for the purpose of discussion, if approved by Council, it can be permitted. Mayor Pro Tempore Rose asked for a voice vote, response was unclear. Mayor Pro Tempore Rose asked Clerk Spencer to conduct a Roll Call Vote. Roll call vote to allow Mr. Friedman to address the Council:

Ayes: Mulliner, Regan, Leader, Bram, Rose, Gow, Hipskind, Szczepaniak

Nays: Gutenkauf, Shea, Moriarty, Nybo, Morley

Results: 8 ayes, 5 nays, 1 absent  
Motion duly carried

Mr. Friedman addressed the Council's questions, comments and concerns that were part of the discussion of the motion made by Alderman Mulliner.

Alderman Gow asked to substitute the motion made by Alderman Mulliner and seconded by Alderman Regan to look at further summarizing and evaluating the score sheet to determine a finalist per the Council totals.

Mayor Pro Tempore Rose stated Alderman Gow is out of order, per City Attorney Kubiesa.

City Attorney Kubiesa stated to substitute a motion the aldermen who moved and seconded must agree.

Alderman Mulliner and Alderman Regan denied the request. Discussion continued on the motion.

Alderman Mulliner called the question. Alderman Regan seconded. Voice vote, response was unclear. Roll call vote to call the question:

Ayes: Mulliner, Regan, Leader, Rose, Hipskind

Nays: Gutenkauf, Shea, Bram, Gow, Moriarty, Nybo, Szczepaniak, Morley

Results: 5 ayes, 8 nays, 1 absent  
Motion failed

Discussion continued.

Mayor Pro Tempore Rose stated there are no further questions, call the roll on the motion. Roll call vote to enter into contract negotiations with the Morningside Group on the Hahn Street Development:

Ayes: Mulliner, Regan, Leader, Rose, Hipskind, Morley

Nays: Gutenkauf, Shea, Bram, Gow, Moriarty, Nybo, Szczepaniak

Results: 6 ayes, 7 nays, 1 absent  
Motion failed

Alderman Nybo asked to go into Executive Session.

Mayor Pro Tempore Rose stated Council must give forty-eight (48) hours notice before entering into a closed session meeting.

Alderman Nybo requested an Executive Session for the December 17, 2007 Council meeting. Alderman Nybo asked Mr. Friedman to compare the way the City approached the RFP process as to other municipalities. Discussion ensued.

Council consensus is to continue to discuss the project, submit questions to City Manager Borchert and try to make a decision at the next Council meeting.

City Manager Borchert stated the answers to any questions could be in the Thursday packet before the Council meeting.

### ORDINANCES

9. a. O-29-2007 – AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2007 AND ENDING APRIL 30, 2008 OF THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS

Ordinance O-29-2007 was presented for passage.

Alderman Szczepaniak moved to accept item **9a. O-29-2007 – An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2007 and Ending April 30, 2008 of the City of Elmhurst, DuPage and Cook Counties, Illinois.** Alderman Gutenkauf seconded.

Alderman Szczepaniak stated his support to put a 4.5% tax levy in effect.

Alderman Moriarty stated she would not support the 4.5% tax levy as previously stated. She stated she feels the City could keep its high level of service with a 3.5 % tax levy.

Roll call vote on item **9a. O-29-2007 – An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2007 and Ending April 30, 2008 of the City of Elmhurst, DuPage and Cook Counties, Illinois:**

Ayes: Szczepaniak, Gutenkauf, Leader, Shea, Bram, Rose, Gow, Morley, Mulliner

Nays: Moriarty, Nybo

Results: 10 ayes, 2 nays, 2 absent  
Motion duly carried

### OTHER BUSINESS

10. None.

### ANNOUNCEMENTS

11. City Manager Borchert announced a new feature on the City website, streaming video. The City Council meeting will now be available for viewing on your computer.

The City Manager announced due to the late falling leaves an encore free leaf pickup will be on December 10, 11 and 12.

**ADJOURNMENT**

12. Alderman Mulliner moved to adjourn the meeting. Aldermen Hipskind seconded. Voice Vote.  
Motion carried. Meeting adjourned 10:16 p.m.

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Thomas D. Marcucci, Mayor

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Patty Spencer, City Clerk

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CITY OF ELMHURST

ACCOUNTS PAYABLE SUMMARY SHEET

DECEMBER 17, 2007

	<u>REGULAR</u>	<u>INTERIM</u>	<u>TOTAL</u>
<b><u>CHECKS</u></b>			
GENERAL FUND	\$1,171,173.22	\$205,012.14	\$1,376,185.36
LIBRARY FUND	15,348.99	-	15,348.99
REDEVELOPMENT FUND	89,254.45	-	89,254.45
INDUSTRIAL DEVELOPMENT FUND	500.00	-	500.00
RT 83 COMMERCIAL DEVELOP	18.75	-	18.75
DEBT SERVICE G.O. BONDS	350.00		
MUNICIPAL UTILITY FUND	286,011.94	638.26	286,650.20
PARKING REVENUE SYSTEM FUND	35,218.55	-	35,218.55
	<u>1,597,875.90</u>	<u>205,650.40</u>	<u>1,803,176.30</u>

FINANCE REVIEW

*Maury E. Gaston*

CITY MANAGER REVIEW

*James P. Zink*

TO THE CITY TREASURER,

THE PAYMENT OF THE ABOVE LISTED AMOUNTS HAS BEEN APPROVED BY THE

CITY COUNCIL AT A MEETING HELD ON DECEMBER 17, 2007 AND YOU ARE HEREBY

AUTHORIZED TO PAY THEM FROM THE APPROPRIATE BUDGET ACCOUNT.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

BANK: 01

INVOICE NO	VENDOR NAME	VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0000032	A & A EQUIPMENT & SUPPLY CO	01		12/17/2007	110-6041-432.40-52	SIGNS, POSTS & PAINT	139.75	
103151		002924						
0000001	A-1 SANITARY RAG CO	01		12/17/2007	110-6047-512.40-24	JANITORIAL SUPPLIES	139.75	
5618		003745				VENDOR TOTAL *	170.00	
0000009	ACE HARDWARE					VENDOR TOTAL *	170.00	
250372		003006		12/17/2007	110-4020-422.50-01	KEY CUT	14.33	
250540		003007		12/17/2007	110-4020-422.50-01	PARTS FOR DOORS	8.33	
250369		003010		12/17/2007	110-4020-422.50-01	SHOWER MAT	9.89	
250322		003011		12/17/2007	110-4020-422.50-01	CABLE TIES	4.30	
250558		003012		12/17/2007	110-4020-422.50-01	LIGHTS FOR WREATH	7.45	
250224		003496		12/17/2007	110-5030-421.50-01	CORNER GUARDS	2.24	
250824		003904		12/17/2007	110-5030-421.40-98	REMOTE	12.59	
250422		003877		12/17/2007	110-6041-432.40-53	STAPLE GUN	18.99	
250067		003878		12/17/2007	110-6041-432.40-53	SCRAPERS	18.85	
250561		003879		12/17/2007	110-6041-432.40-98	FITTINGS	15.98	
250184		003880		12/17/2007	110-6041-432.40-98	BRACKET	2.69	
250318		003881		12/17/2007	110-6041-432.40-98	FOAM INSULATION	12.28	
250387		002901		12/17/2007	110-6043-434.40-98	LIGHT BULBS	12.90	
250262		003149		12/17/2007	110-6044-435.40-98	SCHOOL HOUSE KEYS	1.79	
250098		003499		12/17/2007	110-6044-435.40-98	SCHOOL HOUSE KEYS	5.91	
250564		003234		12/17/2007	110-6046-418.50-01	PICTURE HANGING SUPPLIES	6.10	
250216		003497		12/17/2007	110-7060-451.40-98	SUPPLIES	63.87	
250306		003500		12/17/2007	530-0088-503.50-14	DOOR PROP	6.74	
250281		003501		12/17/2007	530-0088-503.50-08	BROOMS	22.93	
						EXHAUST FAN REPAIR	4.10	
						VENDOR TOTAL *	252.26	
0010266	ACME TRUCK BRAKE & SUPPLY					VENDOR TOTAL *	252.26	
1273230076		002939		12/17/2007	110-6047-512.40-34	OIL AND GREASE	91.20	
1273250101		003186		12/17/2007	110-6047-512.50-16	TRK/PARTS F-1	515.24	
1273330149		003362		12/17/2007	110-6047-512.40-34	OIL & GREASE	118.80	
0002416	ADDISON AUTO INTERIORS					VENDOR TOTAL *	725.24	
9743		003185		12/17/2007	110-6047-512.50-02	TRK/PARTS PW108	245.00	
0007385	ADI					VENDOR TOTAL *	245.00	
A7VC1801		003860		12/17/2007	110-2008-413.40-31	AMPLIFIER	346.99	
A3DE3301		003523		12/17/2007	110-7060-451.50-01	ALARM BATTERY	33.99	
0008458	ADVANTAGE 2					VENDOR TOTAL *	380.98	
11277		003899		12/17/2007	110-6041-432.30-69	SIDEWALK REPAIRS	7,175.00	
0014376	AEREX PEST CONTROL					VENDOR TOTAL *	7,175.00	

BANK: 01

VENDOR NAME	VOUCHER NO	P.O. NO	BK NO	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
AEREX PEST CONTROL	0014376							
	737524	003541	01	12/17/2007	110-4020-422.50-01	PEST CONTROL	20.00	
	737523	003542	01	12/17/2007	110-4020-422.50-01	PEST CONTROL	30.00	
	737522	003543	01	12/17/2007	110-5030-421.30-98	PEST CONTROL	40.00	
	737060	003538	01	12/17/2007	110-6046-418.50-01	PEST CONTROL	20.00	
	737621	003539	01	12/17/2007	110-6046-418.50-01	PEST CONTROL	80.00	
	737521	003544	01	12/17/2007	110-6046-418.50-01	PEST CONTROL	50.00	
	737520	003545	01	12/17/2007	110-6046-418.50-01	PEST CONTROL	40.00	
	737620	003540	01	12/17/2007	110-7060-451.50-01	PEST CONTROL	20.00	
	737318	003546	01	12/17/2007	110-7060-451.50-01	PEST CONTROL	25.00	
						VENDOR TOTAL *	325.00	
ALLIED WASTE SERVICES #551	0000078							
	2175192	003739	01	12/17/2007	110-6045-441.30-65	REFUSE COLLECTION	283,610.98	
	2175192	003740	01	12/17/2007	110-6045-441.30-83	YARDWASTE STICKERS	2,088.00	
						VENDOR TOTAL *	285,698.98	
ALPINE SAP INC	0013770							
	5017	003593	01	12/17/2007	510-6050-501.30-52	RP2 TESTING	2,391.00	
	5016	003595	01	12/17/2007	510-6050-501.30-52	RP2 TESTING	4,947.00	
						VENDOR TOTAL *	7,338.00	
AMERICAN CHARGE SERVICE	0005297							
	11/20/2007	002884	01	12/17/2007	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	378.20	
	11/20/2007	002885	01	12/17/2007	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	92.60	
	12/04/2007	003884	01	12/17/2007	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	458.80	
	12/04/2007	003885	01	12/17/2007	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	23.60	
						VENDOR TOTAL *	953.20	
AMERICAN LIGHT	0010695							
	7118243-00	003451	01	12/17/2007	110-4020-422.40-98	BUILDING SUPPLIES	2.80	
	7118243-00	003452	01	12/17/2007	110-5030-421.40-98	BUILDING SUPPLIES	2.80	
	7118243-00	003453	01	12/17/2007	110-6041-432.40-98	BUILDING SUPPLIES	2.79	
	7118243-00	003454	01	12/17/2007	110-6043-434.40-98	BUILDING SUPPLIES	2.79	
	7117150-00	002925	01	12/17/2007	110-6044-435.40-28	LUMINARIES	474.48	
	7117495-00	002926	01	12/17/2007	110-6044-435.40-98	BUILDING SUPPLIES	190.10	
	7118243-00	003455	01	12/17/2007	110-6044-435.40-98	BUILDING SUPPLIES	2.79	
	7117495-00	002927	01	12/17/2007	110-6046-418.50-01	BUILDING SUPPLIES	128.70	
	7118243-00	003456	01	12/17/2007	110-6046-418.50-01	BUILDING SUPPLIES	2.79	
	7118243-00	003461	01	12/17/2007	110-6046-418.50-01	BUILDING SUPPLIES	208.72	
	7118243-00	003457	01	12/17/2007	110-6047-512.40-98	BUILDING SUPPLIES	2.79	
	7118243-00	003458	01	12/17/2007	110-7060-451.40-98	BUILDING SUPPLIES	2.79	
	7118243-00	003459	01	12/17/2007	510-6052-501.40-98	BUILDING SUPPLIES	2.79	
	7118243-00	003460	01	12/17/2007	510-6057-502.40-98	BUILDING SUPPLIES	2.79	
						VENDOR TOTAL *	1,029.92	
ANDERSON ELEVATOR CO	0013255							
	78673	003531	01	12/17/2007	110-5030-421.50-01	ELEVATOR REPAIR	238.75	
						VENDOR TOTAL *	238.75	
ANI SAFETY INC	0000730							
						VENDOR TOTAL *	238.75	

BANK: 01

VENDOR NAME  
VENDOR VOUCHER P.O. NO  
BNK CHECK/DUE DATE  
ACCOUNT NO  
ITEM DESCRIPTION  
CHECK AMOUNT  
EFT OR HAND-ISSUED AMOUNT

0000730 237214	ANI SAFETY INC 003746	01	12/17/2007	110-5030-421.40-98	OTHER SUPPLIES	153.70	
0016852 840-036-5010	ARBOR DAY FOUNDATION 003257	01	12/17/2007	110-6040-431.60-37	MEMBERSHIP	25.00	
0012722 1601	ARMOR SYSTEMS CORPORATION 003852	01	12/17/2007	530-0088-503.30-09	NOVEMBER COLLECTIONS	333.00	
0000039 05-453054 05-456083 05-453054 05-456083	ARROW UNIFORM 003192 003563 003193 003564	01	12/17/2007	110-6041-432.40-62	UNIFORM SUPPLIES	98.89	
0012863 30512 30683	ARROWHEAD SCIENTIFIC, INC 003653 003910	01	12/17/2007	110-5030-421.40-98	EVIDENCE SUPPLIES	332.16	
0016842 11/27/07	ARVANITES, DANA R 002900	01	11/27/2007	110-1001-411.60-36	WITNESS FEE	362.37	CHECK #: 112700 25.00
0007267 17655 17654 17640 17656	ASSOCIATED TECHNICAL SERVICES, LTD. 003258 003259 003260 003261	01	12/17/2007	510-6052-501.30-52	LEAK LOCATION SERVICES	343.75	
0007161 395789 396343	ASSOCIATED TIRE 003190 003561	01	12/17/2007	110-6047-512.50-16	PARTS/SUPPLIES	83.48	
0000095 827125944X12062003657 827125944X12062003656	AT & T MOBILITY 003657 003656	01	12/17/2007	110-4020-422.30-75	MONTHLY PHONE	65.14	
0012277 21713998021004 63094131383002 63029919307818	AT&T 003372 003475 003072	01	12/17/2007	110-1001-411.30-75	MONTHLY PHONE	12.22	
				110-2008-413.30-98	MONTHLY SERVICE	225.81	
					VENDOR TOTAL *	157.16	
					VENDOR TOTAL *	2,153.75	
					VENDOR TOTAL *	192.23	
					VENDOR TOTAL *	87.96	
					VENDOR TOTAL *	12.22	
					VENDOR TOTAL *	225.81	

PREPARED 12/11/2007, 9:08:27 EXPENDITURE APPROVAL LIST  
 PROGRAM: GM339L AS OF: 12/17/2007 CHECK DATE: 12/20/2007  
 CITY OF ELMHURST, ILLINOIS  
 CITY BANK: 01

INVOICE NO	VENDOR NAME	VOUCHER NO	P.O. NO	BNK NO	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0012277	AT&T				12/17/2007	110-2008-413.30-98	MONTHLY SERVICE	225.81	
63029919617851	003073				12/17/2007	110-3015-414.30-75	MONTHLY PHONE	113.01	
63078294775902	003826				12/17/2007	110-3015-414.30-75	PHONE LINE CREDIT	2.66	
63078294775902	003830				12/17/2007	110-4020-422.30-75	MONTHLY PHONE	230.65	
63022613552388	002876				12/17/2007	110-4020-422.30-75	MONTHLY PHONE	86.83	
70822603009682	002877				12/17/2007	110-4020-422.30-75	MONTHLY PHONE	86.83	
70822603029680	002878				12/17/2007	110-4020-422.30-75	MONTHLY PHONE	107.34	
70822603773592	002879				12/17/2007	110-4020-422.30-75	MONTHLY SERVICE	86.83	
70822603019681	003043				12/17/2007	110-4020-422.30-75	MONTHLY PHONE	111.48	
63094177983665	003473				12/17/2007	110-5030-421.30-27	MONTHLY PHONE	183.02	
63022650666240	002873				12/17/2007	110-5030-421.30-27	MONTHLY PHONE	641.68	
63022652943662	002874				12/17/2007	110-5030-421.30-75	MONTHLY PHONE	35.90	
63022603952325	002875				12/17/2007	110-5030-421.30-75	MONTHLY PHONE	107.34	
70822603942320	002882				12/17/2007	110-5030-421.30-75	MONTHLY PHONE	28.65	
63094112299292	003477				12/17/2007	110-6040-431.30-75	MONTHLY PHONE	86.83	
70822613280851	002881				12/17/2007	110-6040-431.30-75	MONTHLY SERVICE	1,362.48	
70822611450803	003041				12/17/2007	110-6040-431.30-75	MONTHLY SERVICE	240.98	
63029979019998	003044				12/17/2007	110-6040-431.30-75	MONTHLY SERVICE	109.25	
63029950643667	003045				12/17/2007	110-6040-431.30-75	MONTHLY SERVICE	85.51	
63029950633668	003046				12/17/2007	110-6040-431.30-75	MONTHLY PHONE	76.33	
63083402982045	003371				12/17/2007	110-6040-431.30-75	MONTHLY PHONE	87.96	
21713798661894	003373				12/17/2007	110-6046-418.50-01	MONTHLY SERVICE	82.26	
630R0605979200	003037				12/17/2007	110-6046-418.50-01	MONTHLY SERVICE	82.26	
630R0608273603	003048				12/17/2007	110-7060-451.30-75	MONTHLY PHONE	123.43	
63083313263643	003228				12/17/2007	110-7060-451.30-98	MONTHLY PHONE	86.83	
70822611762223	003229				12/17/2007	510-6052-501.30-75	MONTHLY PHONE	193.73	
70822611739932	002883				12/17/2007	510-6052-501.30-75	MONTHLY SERVICE	681.25	
70822611450803	003039				12/17/2007	510-6055-502.30-75	MONTHLY PHONE	107.34	
70822603793590	002880				12/17/2007	510-6055-502.30-75	MONTHLY SERVICE	681.25	
70822611450803	003038				12/17/2007	510-6055-502.30-75	MONTHLY PHONE	12.22	
63094131383002	003474				12/17/2007			6,468.61	
0000045	ATLAS INC				12/17/2007	110-6047-512.50-16	VENDOR TOTAL * PARTS & SUPPLIES	77.76	
875139	003747							77.76	
0003704	AUTO TRUCK GROUP				12/17/2007	110-6042-433.50-16	VENDOR TOTAL * TRK/PARTS PW15/STOCK	377.00	
327198	003132							377.00	
0004907	B & B INSTRUMENTS, INC.				12/17/2007	510-6057-502.50-08	VENDOR TOTAL * DAR #2 REPAIR	8.61	
1044859-01	003606				12/17/2007	510-6057-502.50-08	AIR CONTROL SYSTEM REPAIR	93.61	
1044859-02	003857							102.22	
0008569	BATTERIES PLUS - 288				12/17/2007	110-6046-418.50-01	VENDOR TOTAL * PW DOOR BATTERIES	19.99	
288-110079	003151							19.99	
0012081	BAXTER AND WOODMAN ENGINE							19.99	



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INVOICE NO	VENDOR NAME	VOUCHER NO	P.O. NO	BK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0001899	BRISTOL HOSE & FITTING MAIN WAREHOUSE							
00174296	003034	01		12/17/2007	110-4020-422.40-98	STATION MAINTENANCE TOOL	8.42	
00174192	003127	01		12/17/2007	110-6042-433.50-16	SWIVELS	474.77	
00174406	003128	01		12/17/2007	110-6042-433.50-16	RETURNED MERCHANDISE	141.06	
00174268	003126	01		12/17/2007	110-6047-512.50-16	TRK/PARTS PW32	81.34	
00174493	003129	01		12/17/2007	110-6047-512.50-16	TRK/PARTS PW32	23.59	
00173099	003394	01		12/17/2007	510-6056-502.40-98	HOSE	510.00	
0007057	BROADCAST PRODUCTION SERVICES INC					VENDOR TOTAL *	957.06	
11/17-30/2007	003427	01		12/17/2007	110-0086-453.30-52	CATV PROFESSIONAL SVC	997.75	
0014533	BROOK ELECTRICAL DISTRIBUTION					VENDOR TOTAL *	997.75	
S2054514.002	003157	01		12/17/2007	110-6044-435.40-71	STOCK HAND HOLES	636.56	
0014051	BROOKHOLLOW EVERYDAY CARD					VENDOR TOTAL *	636.56	
GE029921	003345	01		12/17/2007	110-1001-411.40-98	GREETING CARDS	267.11	
0012502	BROWNELLS, INC					VENDOR TOTAL *	267.11	
04594734.00	002910	01		12/17/2007	110-5030-421.40-98	RIFLE PARTS	132.06	
RT00276187	003598	01		12/17/2007	110-5030-421.40-98	RETURNED MERCHANDISE	49.18	
0011015	BULLIS LOCK					VENDOR TOTAL *	82.88	
0000043585	003502	01		12/17/2007	110-6046-418.50-01	CITY HALL DOOR PARTS	608.60	
0000084	BURGIN, DENNIS					VENDOR TOTAL *	608.60	
11/17-30/2007	003351	01		12/17/2007	110-0086-453.30-52	CATV PROFESSIONAL SVC	837.00	
11302007	003360	01		12/17/2007	110-0086-453.30-52	DVD DUBS	446.00	
0009267	C J C AUTO PARTS & TIRES					VENDOR TOTAL *	1,283.00	
20058	003894	01		12/17/2007	110-6047-512.50-16	PARTS/SUPPLIES	186.42	
0010509	CANNON, MARK					VENDOR TOTAL *	186.42	
11/27/07	003027	01		12/17/2007	110-6041-432.30-55	SS EXTENSION REFUND	12.35	
0004296	CANTEEN CORP					VENDOR TOTAL *	12.35	
307904	003597	01		12/17/2007	110-6046-418.40-98	VENDING MACHINE REFILL	43.63	
0007166	CARDIAC SCIENCE CORP.					VENDOR TOTAL *	43.63	
977023	003335	01		12/17/2007	110-5030-421.40-98	DEFIB PADS FOR AED	368.81	

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VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
CARDIAC SCIENCE CORP.	0007166							
CARUSO, WILLIAM	0004999			01 12/17/2007	110-4025-424.30-12	VENDOR TOTAL * PLUMBING INSPECTIONS	368.81 2,467.92	
CASE LOTS INC.	0008716			01 12/17/2007	110-6046-418.40-24	VENDOR TOTAL * SUPPLIES	2,467.92 159.80	
CCP INDUSTRIES INC.	0013254			01 12/17/2007	110-5030-421.40-98	VENDOR TOTAL * OTHER SUPPLIES	159.80 270.56	
CDW GOVERNMENT INC	0007069			01 12/17/2007	110-2008-413.40-72	VENDOR TOTAL * SCANNER	270.56 507.67	
	HPF3757			01 12/17/2007	110-2008-413.40-73	BACKUP TAPES	387.99	
	HNM1923			01 12/17/2007	110-2008-413.40-16	SOFTWARE UPGRADE	25.05	
	HMF2743			01 12/17/2007	110-2008-413.40-16	SOFTWARE UPGRADE	1,409.00	
	HMD5358			01 12/17/2007				
CEASAR, ADAM	0016322			01 12/17/2007	110-0086-453.30-52	VENDOR TOTAL * CATV PROFESSIONAL SVC	2,329.71 206.25	
	11/17-30/2007			01 11/08/2007	110-0086-453.30-52	CATV PROF SVCS	111708	99.00-
	10/01-10/16/07			01 12/07/2007	110-0086-453.30-52	CATV PROF SVCS	112729	99.00
CERTIFIED FLEET SERVICES, INC	0012836			01 12/17/2007	110-6047-512.50-02	VENDOR TOTAL * CRANE INSPECTION/PW17	206.25 275.00	
	I10476			01 12/17/2007	110-6047-512.50-02	AERIAL LIFT INSPECTION/	275.00	
	I10474			01 12/17/2007	110-6047-512.50-02	CRANE INSPECTION/PW4	275.00	
	I10475			01 12/17/2007	110-6047-512.50-02	CRANE INSPECTION/PW88	275.00	
	I10477			01 12/17/2007	110-6047-512.50-02	CRANE INSPECTION/PW32	275.00	
	I10471			01 12/17/2007	110-6047-512.50-16	TRK/PARTS F-1	43.95	
	S11227			01 12/17/2007	110-6047-512.50-16	TRK/PARTS F-1	112.32	
	S11228			01 12/17/2007	110-6047-512.50-02	AERIAL LIFT INSPECTION/	535.00	
	I10473			01 12/17/2007	110-6047-512.50-02	REPAIRS/F-6	469.80	
	R13791			01 12/17/2007	110-6047-512.50-02	AERIAL LIFT INSPECTION/	385.00	
	I10472			01 12/17/2007	110-6047-512.50-02	AERIAL LIFT INSPECTION/	535.00	
	I10469			01 12/17/2007	110-6047-512.50-02	AERIAL LIFT INSPECTION/	535.00	
	I10470			01 12/17/2007	110-6047-512.50-02	AERIAL LIFT INSPECTION/	535.00	
	I10468			01 12/17/2007	110-6047-512.50-02	AERIAL LIFT INSPECTION/	535.00	
	S11229			01 12/17/2007	110-6047-512.50-16	TRK/PARTS F-1	1,349.37	
CHESTERTON COMPANY, A.W.	0005232			01 12/17/2007	510-6057-502.50-08	VENDOR TOTAL * DAF PUMP #2 PACKING	5,875.44 356.51	
	901/2030284			003448				
CISZEWSKI, ARTHUR	0002348					VENDOR TOTAL *	356.51	

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VENDOR NO	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BANK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0002348	CISZEWSKI, ARTHUR	11/26/07	003135	01	12/17/2007	110-5030-421.60-05		TRAVEL REIMBURSEMENT	32.50	
0000630	CLASSIC GRAPHIC INDUSTRIES INC	57734	002920	01	12/17/2007	110-2006-413.40-33		VENDOR TOTAL *	32.50	
57775			002921	01	12/17/2007	110-2006-413.40-98		OFFICE SUPPLIES	394.10	
57843			003632	01	12/17/2007	110-2006-413.40-33		OFFICE SUPPLIES	416.20	
								OFFICE SUPPLIES	494.25	
0009044	CLIFFORD OF VERMONT	3822656	003462	01	12/17/2007	510-6052-501.40-67		VENDOR TOTAL *	1,304.55	
								WATER METER PARTS	405.00	
0000112	COCA-COLA ENT LAKESHORE DIV.	0338166403	003424	01	12/17/2007	110-1001-411.60-98		VENDOR TOTAL *	405.00	
								RESTOCK VENDING MACHINE	87.45	
0016849	COLLEGE OF DUPAGE - FIRE SCIENCE	1114	003053	01	12/17/2007	110-2007-413.20-09		VENDOR TOTAL *	87.45	
								REGISTRATION FEE	409.00	
0000114	COM ED	8409121006	003377	01	12/17/2007	110-4022-423.30-24		VENDOR TOTAL *	409.00	
6983225007			003480	01	12/17/2007	110-4022-423.30-24		MONTHLY ELECTRIC	23.74	
8327608004			003722	01	12/17/2007	110-4022-423.30-24		MONTHLY ELECTRIC	21.30	
7065190004			003375	01	12/17/2007	110-6044-435.30-24		MONTHLY ELECTRIC SERVICE	23.21	
8745264008			003376	01	12/17/2007	110-6044-435.30-24		MONTHLY ELECTRIC	304.96	
46110-19002			003378	01	12/17/2007	110-6044-435.30-24		MONTHLY ELECTRIC	14.17	
8745266002			003379	01	12/17/2007	110-6044-435.30-24		MONTHLY ELECTRIC	810.85	
8234047019			003380	01	12/17/2007	110-6044-435.30-24		MONTHLY ELECTRIC	14.74	
8745265005			003381	01	12/17/2007	110-6044-435.30-24		MONTHLY ELECTRIC	97.67	
0477145001			003382	01	12/17/2007	110-6044-435.30-24		MONTHLY ELECTRIC	167.21	
8157271002			003383	01	12/17/2007	110-6044-435.30-24		MONTHLY ELECTRIC	161.52	
8661049027			003384	01	12/17/2007	110-6044-435.30-24		MONTHLY ELECTRIC	36.19	
8577587009			003385	01	12/17/2007	110-6044-435.30-24		MONTHLY ELECTRIC	423.00	
8577601004			003386	01	12/17/2007	110-6044-435.30-24		MONTHLY ELECTRIC	19.87	
6981441003			003387	01	12/17/2007	110-6044-435.30-24		MONTHLY ELECTRIC	14.17	
6897727003			003389	01	12/17/2007	110-6044-435.30-24		MONTHLY ELECTRIC	14.17	
8634070009			003390	01	12/17/2007	110-6044-435.30-24		MONTHLY ELECTRIC	311.25	
8256051035			003391	01	12/17/2007	110-6044-435.30-24		MONTHLY ELECTRIC	162.98	
1459073058			003478	01	12/17/2007	110-6044-435.30-24		MONTHLY ELECTRIC	36.44	
1843000001			003481	01	12/17/2007	110-6044-435.30-24		MONTHLY ELECTRIC	116.70	
8075341005			003482	01	12/17/2007	110-6044-435.30-24		MONTHLY ELECTRIC	20.94	
6563744012			003484	01	12/17/2007	110-6044-435.30-24		MONTHLY ELECTRIC	19.87	
6563742009			003485	01	12/17/2007	110-6044-435.30-24		MONTHLY ELECTRIC	42.13	
6563743015			003486	01	12/17/2007	110-6044-435.30-24		MONTHLY ELECTRIC	38.65	
0323144010			003487	01	12/17/2007	110-6044-435.30-24		MONTHLY ELECTRIC	50.80	
								MONTHLY ELECTRIC	59.09	



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VENDOR NAME	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0006771 CUMMINS/NPOWER LLC 711-74843 003111	110-6047-512.50-16	TRK/PARTS F-1/STOCK	196.54	
0005420 CUOMO CATERING COMPANY, INC. E16824 002896 E16824 002897	110-6040-431.60-11 510-6050-501.60-11	HOLIDAY LUNCHEON HOLIDAY LUNCHEON	112476 112476	470.00 470.00
0015276 DAVID KING & ASSOCIATES, INC. 2981 003591 2983 003589	110-6046-418.60-69 310-0089-461.50-52	MANAGEMENT FEES MANAGEMENT FEES	1,827.25 1,000.00	
0014305 DEPENDABLE BUSINESS FORMS 13183 003410	110-0094-454.60-11	PENS	2,827.25	940.00
0016864 DESIGN CENTRIX 949 003809	110-7060-451.60-44	TEMPORARY EXHIBIT	245.10	
0011759 DICIANNI GRAPHICS 10968 003569	110-1001-411.60-40	NEWSLETTER/NOV 2007	5,280.00	
0014525 DJOA 01/23/2008 003652	110-5030-421.60-11	REGISTRATION	4,332.01	
0005777 DOWN UNDER CONSTRUCTION 6 003100 071127 003558	110-6041-432.30-55 510-6052-501.80-12	2007 REAR YARD DRAINAGE WATER SERVICE UPGRADES	60.00 14,846.69 8,650.00	
0003545 DUDEK DESIGN 112607 002985 112607 002967 111907 002974 112007 002943	110-4020-422.40-98 110-5030-421.40-33 110-5030-421.40-33 110-6040-431.40-33	BUSINESS CARDS BUSINESS CARDS BUSINESS CARDS	78.00 68.00 58.00 78.00	
0002581 DUFORT, MARY CHRISTINE 12/02/2007 003203 12032007 003692	110-2007-413.60-23 110-2007-413.60-23	EXPENSE REIMBURSEMENT HOLIDAY PARTY SUPPLIES	282.00 112701 111.86	181.08 111.86
0000159 DUPAGE COUNTY ANIMAL CARE & CONTROL 162-13512 002915	110-5030-421.60-01	ANIMAL SERVICES	1,150.00	292.94

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VENDOR NAME VOUCHER NO P.O. NO BNK CHECK/DUE DATE ACCOUNT NO ITEM DESCRIPTION CHECK AMOUNT EFT OR HAND-ISSUED AMOUNT

DUPAGE COUNTY ANIMAL CARE & CONTROL

0000159	DUPAGE COUNTY ANIMAL CARE & CONTROL											
0006803	DUPAGE COUNTY TREASURER	01	12/17/2007	110-0083-443.60-49	PILOT PROGRAM COUPONS							
613	003553											1,150.00
0000164	DUPAGE MATERIALS COMPANY											5,000.00
56218MB	003174	01	12/17/2007	110-6041-432.40-02	ASPHALT							258.36
56237MB	003175	01	12/17/2007	110-6041-432.40-02	ASPHALT							191.33
56261MB	003176	01	12/17/2007	110-6041-432.40-02	ASPHALT							93.52
56279MB	003177	01	12/17/2007	110-6041-432.40-02	ASPHALT							238.95
56294MB	003178	01	12/17/2007	110-6041-432.40-02	ASPHALT							268.55
56310MB	003179	01	12/17/2007	110-6041-432.40-02	ASPHALT							88.37
56339MB	003180	01	12/17/2007	110-6041-432.40-02	ASPHALT							190.91
56355MB	003181	01	12/17/2007	110-6041-432.40-02	ASPHALT							134.28
					VENDOR TOTAL *							1,464.27

0000167	DUPAGE TOPSOIL INC											
026016	002903	01	12/17/2007	110-6043-434.40-59	TOPSOIL							1,000.00
					VENDOR TOTAL *							1,000.00

0000169	DUPAGE WATER COMMISSION											
7490	003567	01	12/17/2007	510-6050-501.90-90	FIXED COST ASSESSMENT							30,333.83
7490	003566	01	12/17/2007	510-6051-501.30-20	WATER CONSUMPTION							116,842.96
					VENDOR TOTAL *							147,176.79

0014731	ECS											
420 1107	003759	01	12/17/2007	110-1001-611.20-07	CHECKS & BANKING FEE							700.00
420 1107	003756	01	12/17/2007	110-4020-422.20-07	PUBLIC WORKS W/C CLAIM							24.00
420 1107	003760	01	12/17/2007	110-4020-422.20-07	CHECKS & BANKING FEE							260.00
420 1107	003757	01	12/17/2007	110-5030-421.20-07	POLICE W/C CLAIMS							15.00
420 1107	003761	01	12/17/2007	110-5030-421.20-07	CHECKS & BANKING FEE							59.40
420 1107	003762	01	12/17/2007	110-6040-431.20-07	CHECKS & BANKING FEE							3.00
420 1107	003763	01	12/17/2007	510-6050-501.20-07	CHECKS & BANKING FEE							18.00
420 1107	003764	01	12/17/2007	510-6055-502.20-07	CHECKS & BANKING FEE							1,080.00
					VENDOR TOTAL *							93,600.00

0009479	ELGIN SWEEPING SERVICES, INC.											
2188A	003898	01	12/17/2007	110-6041-432.30-98	STREET SWEEPING							93,600.00
					VENDOR TOTAL *							93,600.00

0000176	ELMHURST CAMERA IMAGE CENTER											
69382	003047	01	12/17/2007	110-4020-422.30-28	FILM PROCESSING							15.07
69386	002998	01	12/17/2007	110-5030-421.30-28	FILM PROCESSING							10.90
69411	003662	01	12/17/2007	110-5030-421.30-28	PHOTO PROCESSING							19.06
					VENDOR TOTAL *							45.03

0001579	ELMHURST CITY CENTRE											
					VENDOR TOTAL *							45.03

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VENDOR NAME	ACCOUNT NO	BANK	CHECK/DUE DATE	ACCOUNT NO	DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT	
ELMHURST CITY CENTRE								
003415	01		12/17/2007	110-0000-311.01-52	RE TAX DIST - SSA #6	845.43		
003416	01		12/17/2007	110-0000-311.01-52	INT ON UNDISTRIB TAX SSA	.24		
003417	01		12/17/2007	110-0000-311.01-53	RE TAX DIST - SSA #7	495.33		
003418	01		12/17/2007	110-0000-311.01-53	INT ON UNDISTRIB TAX SSA	.56		
003419	01		12/17/2007	310-0089-461.60-61	TIF I CONTRIB TO SSA #6	1,790.83		
003420	01		12/17/2007	310-0089-461.60-61	TIF I CONTRIB TO SSA #7	727.65		
VENDOR TOTAL *							3,860.04	
ELMHURST CLAIMS ACCOUNT (CLAIM SVC)								
003465	01		12/17/2007	110-4020-422.20-07	SELF INSURED LOSS FUND	62.21		
003471	01		12/17/2007	110-4025-424.20-07	SELF INSURED LOSS FUND	240.58		
003057	01		12/17/2007	110-5030-421.20-07	SELF INSURED LOSS FUND	51.92		
003466	01		12/17/2007	110-5030-421.20-07	SELF INSURED LOSS FUND	1,003.01		
003468	01		12/17/2007	110-6040-431.20-07	SELF INSURED LOSS FUND	169.52		
003058	01		12/17/2007	510-6050-501.20-07	SELF INSURED LOSS FUND	86.29		
003059	01		12/17/2007	510-6055-502.20-07	SELF INSURED LOSS FUND	4,077.45		
003469	01		12/17/2007	510-6055-502.20-07	SELF INSURED LOSS FUND	1,003.49		
VENDOR TOTAL *							6,694.47	
ELMHURST CLAIMS ACCT (ALTERNATIVE)								
003443	01		12/04/2007	110-0082-416.60-02	SELF INSURED LOSS FUND	112709	211.35	
003444	01		12/04/2007	110-0082-416.60-28	SELF INSURED LOSS FUND	112709	35,000.00	
003445	01		12/04/2007	110-0082-416.60-02	SELF INSURED LOSS FUND	112709	16,860.26	
003446	01		12/04/2007	110-0082-416.60-28	SELF INSURED LOSS FUND	112709	11,127.54	
VENDOR TOTAL *							.00	63,199.15
ELMHURST COLLEGE								
003408	01		12/17/2007	110-3015-414.60-45	PROMOTIONAL MATERIAL	140.00		
VENDOR TOTAL *							140.00	
ELMHURST FORD								
003364	01		12/17/2007	110-5030-421.80-06	2008 FORD/REPLACES PD#26	18,290.00		
VENDOR TOTAL *							18,290.00	
ELMHURST LINCOLN MERCURY								
003108	01		12/17/2007	110-6047-512.50-16	TRK/PARTS PD-17	105.92		
003109	01		12/17/2007	110-6047-512.50-16	TRK/PARTS PD-17	55.39		
003110	01		12/17/2007	110-6047-512.50-16	TRK/PARTS PWS	4.60		
003893	01		12/17/2007	110-6047-512.40-34	OIL/GREASE	78.72		
VENDOR TOTAL *							244.63	
ELMHURST MEMORIAL HOSPITAL								
003765	01		12/17/2007	110-2007-413.30-47	PHYSICAL EXAMINATION	136.78		
VENDOR TOTAL *							136.78	
ELMHURST MEMORIAL OCCUPATIONAL								
003832	01		12/17/2007	110-1001-411.20-04	FLU SHOTS	15.75		
003833	01		12/17/2007	110-2006-413.20-04	FLU SHOTS	76.60		

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VENDOR NAME	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
ELMHURST MEMORIAL OCCUPATIONAL	003237		01	12/17/2007	110-2007-413.30-47	DRUG SCREEN	115.00	
	003238		01	12/17/2007	110-2007-413.30-47	FLU SHOOT	11.00	
	003766		01	12/17/2007	110-2007-413.30-47	PHYSICAL & DRUG SCREENING	265.00	
	003768		01	12/17/2007	110-2007-413.30-47	PHYSICAL	815.00	
	003769		01	12/17/2007	110-2007-413.30-47	FLU SHOT	11.00	
	003828		01	12/17/2007	110-2007-413.30-47	FLU SHOT	11.00	
	003829		01	12/17/2007	110-2007-413.30-47	FLU SHOT	11.00	
	003834		01	12/17/2007	110-2007-413.30-47	FLU SHOTS	8.72	
	003835		01	12/17/2007	110-3015-414.20-04	FLU SHOTS	23.55	
	003836		01	12/17/2007	110-4020-422.20-04	FLU SHOTS	284.55	
	003838		01	12/17/2007	110-4025-424.20-04	FLU SHOTS	36.54	
	003839		01	12/17/2007	110-5030-421.20-04	FLU SHOTS	458.24	
	003840		01	12/17/2007	110-6040-431.20-04	FLU SHOTS	312.53	
	003841		01	12/17/2007	110-7060-451.20-04	FLU SHOTS	18.20	
	003842		01	12/17/2007	210-8070-452.20-04	FLU SHOTS	75.84	
	003843		01	12/17/2007	510-6050-501.20-04	FLU SHOTS	102.14	
	003844		01	12/17/2007	510-6055-502.20-04	FLU SHOTS	104.89	
	003846		01	12/17/2007	530-0088-503.20-04	FLU SHOTS	11.45	
VENDOR TOTAL *							2,779.00	
ELMHURST POSTMASTER	003773		01	12/17/2007	110-1001-411.30-49	PERMIT FEE RENEWAL	87.50	
	003774		01	12/17/2007	110-6040-431.30-49	PERMIT FEE RENEWAL	87.50	
	003775		01	12/17/2007	510-6050-501.30-49	PERMIT FEE RENEWAL	87.50	
	003772		01	12/17/2007	510-6055-502.30-49	PERMIT FEE RENEWAL	87.50	
VENDOR TOTAL *							350.00	
ENGLEWOOD ELECTRIC SUPPLY CO	003856		01	12/17/2007	510-6057-502.50-08	HEATER ELEMENT	79.05	
	003889		01	12/17/2007	510-6057-502.50-08	ELECTRICAL REPAIR	754.65	
VENDOR TOTAL *							833.70	
FASTENAL COMPANY	003527		01	12/17/2007	110-6046-418.50-01	MOUNTING SUPPLIES	62.69	
VENDOR TOTAL *							62.69	
FEDEX	003423		01	12/17/2007	110-2008-413.30-52	SHIPPING FEES	20.26	
	003750		01	12/17/2007	110-3015-414.30-49	SHIPPING CHARGES	86.72	
	003421		01	12/17/2007	110-4020-422.60-11	SHIPPING FEES	45.62	
	003422		01	12/17/2007	110-6040-431.30-49	SHIPPING FEES	15.45	
VENDOR TOTAL *							168.05	
FELLER AND SONS COMM STAT	003617		01	12/17/2007	110-1001-411.40-33	COAT RACK	321.56	
	003363		01	12/17/2007	110-2006-413.40-33	OFFICE SUPPLIES	97.92	
	003861		01	12/17/2007	110-2008-413.40-73	INK CARTRIDGES	1,419.13	

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INVOICE NO	VENDOR NAME	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0012480	FELLER AND SONS COMM STAT	01	12/17/2007	110-2008-413.40-73	TONERS	262.86			
3121391	003862	01	12/17/2007	110-2008-413.40-73	RETURNED MERCHANDISE	25.71-			
312144	003863	01	12/17/2007						
0014261	FERGUSON ENTERPRISES INC	01	12/17/2007	110-5030-421.50-01	URINAL REPAIR	53.07			
1000945	003536	01	12/17/2007	110-6046-418.50-01	SINK INSTALLATION SUPPLIES	77.05			
1010205	003533	01	12/17/2007	110-6046-418.50-01	SINK	197.80			
1010205-1	003534	01	12/17/2007	110-6046-418.50-01	SINK FAUCET SENSOR	193.11			
1003078	003535	01	12/17/2007						
0015916	FIFTH THIRD BANK	01	11/26/2007	110-2007-413.60-11	EAGLE RIDGE INN AND RE	485.92			
NOV 15, 2007	003241	01	11/26/2007	110-2007-413.30-52	JIMMY JOHNS # 535 Q62	68.22			
NOV 15, 2007	003241	01	11/26/2007	110-2007-413.30-52	PRAIRIE CAFE	590.00			
NOV 15, 2007	003241	01	11/26/2007	110-2008-413.60-11	MARITZ TRAVEL MV	75.00			
NOV 15, 2007	003241	01	11/26/2007	110-2008-413.60-11	SHELL OIL 27442409408	60.24			
NOV 15, 2007	003241	01	11/26/2007	110-2008-413.60-11	HYATT HOTELS MCCORMICK	36.24			
NOV 15, 2007	003241	01	11/26/2007	110-2008-413.40-31	BOXWAVE CORPORATION	32.45			
NOV 15, 2007	003241	01	11/26/2007	110-5030-421.60-27	EBAY INC.	59.95			
0000648	FILTER RENU OF ILLINOIS, INC.	01	12/17/2007	110-6047-512.50-02	COMM. REPAIRS	.00			
70718	002906	01	12/17/2007			42.73			
0000736	FIRE CHIEF	01	12/17/2007	110-4020-422.60-51	SUBSCRIPTION	42.73			
11/29/2007	003241	01	12/17/2007			63.00			
0000865	FIRE EQUIPMENT COMPANY	01	12/17/2007	110-5030-421.30-98	FIRE EXTINGUISHERS	63.00			
56222	002918	01	12/17/2007			61.85			
0016833	FISHER HOUSE FOUNDATION	01	12/17/2007	110-2007-413.60-23	MEMORIAL CONTRIBUTION	61.85			
11202007	002922	01	12/17/2007			150.00			
0005438	FLEET SAFETY SUPPLY	01	12/17/2007	110-4020-422.80-06	SET UP NEW VEHICLE/F-8	150.00			
42685	003107	01	12/17/2007	110-5030-421.40-31	REPAIR/PD-5	117.48			
42640	003105	01	12/17/2007	110-5030-421.80-06	SET UP NEW VEHICLE/PD-26	157.40			
42655	003106	01	12/17/2007			185.31			
0000220	FLESCH CO INC, GORDON	01	12/17/2007	110-5030-421.30-21	COPIER MAINT	460.19			
072514	003661	01	12/17/2007			90.19			
0013319	FLUORECYCLE, INC					90.19			

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VEND NO	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0013319	FLUORECYCLE, INC	15671	003153		01 12/17/2007	110-6044-435.40-98	RECYCLING LAMPS	165.60	
							VENDOR TOTAL *	165.60	
000222	FORESMAN, RICH	11/17-30/2007	003352		01 12/17/2007	110-0086-453.30-52	CATV PROFESSIONAL SVC	387.50	
							VENDOR TOTAL *	387.50	
0013847	FRY'S ELECTRONICS, INC.	2659157	003867		01 12/17/2007	110-2008-413.40-72	KEYBOARDS/SWITCH	534.94	
							VENDOR TOTAL *	534.94	
0010732	FULLIFE SAFETY CENTER	8378	003365		01 12/17/2007	110-6020-422.40-98	OTHER SUPPLIES	17.18	
		8327	003194		01 12/17/2007	110-6041-432.40-98	SUPPLIES	45.25	
		8378	003366		01 12/17/2007	110-6041-432.40-98	OTHER SUPPLIES	17.18	
		8327	003195		01 12/17/2007	110-6043-434.40-98	SUPPLIES	45.25	
		8378	003367		01 12/17/2007	110-6043-434.40-98	OTHER SUPPLIES	17.18	
		8327	003196		01 12/17/2007	110-6044-435.40-98	SUPPLIES	45.26	
		8378	003368		01 12/17/2007	110-6044-435.40-98	OTHER SUPPLIES	17.18	
		8327	003197		01 12/17/2007	110-6046-418.40-98	SUPPLIES	45.26	
		8378	003369		01 12/17/2007	110-6046-418.40-98	OTHER SUPPLIES	17.18	
		8327	003198		01 12/17/2007	110-6047-512.40-98	SUPPLIES	45.26	
		8327	003199		01 12/17/2007	510-6052-501.40-98	SUPPLIES	17.18	
		8378	003370		01 12/17/2007	510-6052-501.40-98	OTHER SUPPLIES	45.26	
		8327	003200		01 12/17/2007	510-6057-502.40-98	SUPPLIES	17.18	
							VENDOR TOTAL *	419.88	
0003749	G M MOUNTING & LAMINATING, INC.	000003016	003052		01 12/17/2007	110-4020-422.40-98	LAMINATE MAPS	34.80	
							VENDOR TOTAL *	34.80	
0002545	GEM CONSTRUCTION	11/26/07	003758		01 12/07/2007	110-6041-432.30-11	2007 CONC PVT PATCHING	112728	122,517.75
		10302007	003770		01 12/17/2007	110-6041-432.30-11	2007 CONCRETE PAVEMENT	87,545.88	
		10302007	003771		01 12/17/2007	110-6041-432.80-15	2007 CONCRETE PAVEMENT	34,971.87	
							CHECK #:	112728	
								87,545.88	
								34,971.87	
								122,517.75	122,517.75
0007925	GERARDI SEMER & WATER CO	11/28/07	003008		01 12/17/2007	510-6052-501.30-38	WATER LEAK REPAIR	4,927.32	
							VENDOR TOTAL *	4,927.32	
0007830	GRAHAM, DAVID	11/27/07	003136		01 12/17/2007	110-5030-421.60-05	EXPENSE REIMBURSEMENT	37.83	
		11/27/07	003137		01 12/17/2007	110-5030-421.60-08	EXPENSE REIMBURSEMENT	4.39	
		11/27/07	003139		01 12/17/2007	110-5030-421.60-05	EXPENSE REIMBURSEMENT	1.60	
							VENDOR TOTAL *	43.82	

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VEND NO	VENDOR NAME	INVOICE NO	VOUCHER NO	P. O. NO	BNK NO	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0000242	GRAINGER									
801554791	003338				01	12/17/2007	110-6044-435.40-98	LIGHTING CONTACTORS	645.30	
801554791	003339				01	12/17/2007	110-6044-435.40-98	CREDIT LIGHTING CONTACTOR	430.20	
9301143193	003479				01	12/17/2007	110-6046-418.40-98	ANCHOR KIT REPLACEMENT	38.39	
9509251824	003476				01	12/17/2007	530-0088-503.50-14	COMPRESSOR PARTS	256.50	
9493140496	003483				01	12/17/2007	530-0088-503.50-14	AIR COMPRESSOR PARTS	142.65	
								VENDOR TOTAL *	652.64	
0011686	GRAND AUTO PARTS									
111091	002940				01	12/17/2007	110-6047-512.50-16	PARTS AND SUPPLIES	81.24	
111146	003133				01	12/17/2007	110-6047-512.50-16	TRK/PARTS PW73	20.00	
111365	003182				01	12/17/2007	110-6047-512.50-16	TRK/PARTS PW5	37.43	
111036	003183				01	12/17/2007	110-6047-512.50-16	AUTO/PARTS E-16	30.10	
111395	003184				01	12/17/2007	110-6047-512.50-16	RETURNED MERCHANDISE	18.75	
								VENDOR TOTAL *	150.02	
0016856	GRANITO, FRANK									
11/17-30/2007	003426				01	12/17/2007	110-0086-453.30-52	CATV PROFESSIONAL SVC	214.50	
								VENDOR TOTAL *	214.50	
0000247	GRAYBAR									
929446959	003145				01	12/17/2007	110-2008-413.40-31	FIBER OPTIC PROJECT	594.63	
929613293	003146				01	12/17/2007	110-2008-413.40-31	FIBER OPTIC PROJECT	905.21	
930277715	003147				01	12/17/2007	110-6044-435.40-71	STOCK HAND HOLES	453.20	
930341835	003148				01	12/17/2007	110-7060-451.50-01	SCHOOL HOUSE HEATER	406.36	
								VENDOR TOTAL *	2,359.40	
0005376	GREGG, MARY MOY									
322 S KENMORE	003557				01	12/17/2007	510-6056-502.30-90	SEWER LINE REIMBURSEMENT	2,000.00	
								VENDOR TOTAL *	2,000.00	
0005156	HARVARD MEN'S HEALTH WATCH									
140049892577	002328				01	12/06/2007	110-5030-421.60-51	2007/2008 SUBSCRIPTION	112727	28.00
								VENDOR TOTAL *	.00	28.00
0011839	HEALTHCARE SERVICE CORPORATION									
014582	002944				01	12/17/2007	110-1001-411.20-04	HEALTH INSURANCE	2,986.11	
014582	002945				01	12/17/2007	110-2006-413.20-04	HEALTH INSURANCE	14,524.66	
014582	002946				01	12/17/2007	110-2007-413.20-04	HEALTH INSURANCE	1,652.51	
014582	002947				01	12/17/2007	110-3015-414.20-04	HEALTH INSURANCE	4,464.67	
014582	002948				01	12/17/2007	110-4020-422.20-04	HEALTH INSURANCE	53,952.88	
014582	002949				01	12/17/2007	110-4025-424.20-04	HEALTH INSURANCE	6,928.93	
014582	002950				01	12/17/2007	110-5030-421.20-04	HEALTH INSURANCE	86,887.04	
014582	002951				01	12/17/2007	110-6040-431.20-04	HEALTH INSURANCE	59,258.30	
014582	002952				01	12/17/2007	110-7060-451.20-04	HEALTH INSURANCE	3,449.97	
014582	002953				01	12/17/2007	210-8070-452.20-04	HEALTH INSURANCE	14,379.70	
014582	002954				01	12/17/2007	510-6050-501.20-04	HEALTH INSURANCE	19,366.21	
014582	002955				01	12/17/2007	510-6055-502.20-04	HEALTH INSURANCE	19,888.06	
014582	002956				01	12/17/2007	530-0088-503.20-04	HEALTH INSURANCE	2,174.35	

EXPENDITURE APPROVAL LIST  
AS OF: 12/17/2007 CHECK DATE: 12/20/2007

PREPARED 12/11/2007, 9:08:27  
PROGRAM: GM339L  
CITY OF ELMHURST, ILLINOIS  
CITY

BANK: 01

VENDOR NAME	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0011839 HEALTHCARE SERVICE CORPORATION				
0004569 HENDERSON PHILLIPS FINE ARTS	110-7060-451.70-02	VENDOR TOTAL *	289,913.39	
327748 003807 01 12/17/2007		POLICY CHANGE	517.00	
0000129 HERITAGE CRYSTAL CLEAN, LLC	110-6047-512.40-98	VENDOR TOTAL *	517.00	
10857188 003104 01 12/17/2007		PARTS CLEANER	146.36	
0013881 HI-LINE	110-6047-512.40-53	VENDOR TOTAL *	146.36	
1/912781 003090 01 12/17/2007		SAFETY HARNESS	71.29	
0005299 HINSDALE INTL	760-0000-491.60-59	VENDOR TOTAL *	71.29	
6232 001810 01 11/22/2007		FIDUCIARY LIABILITY INS	112179	3,309.00-
6232 001810 01 12/04/2007		FIDUCIARY LIABILITY INS	112708	3,309.00-
0012629 HNTB-GREAT LAKES DIVISION	110-3015-414.60-10	VENDOR TOTAL *	.00	
29-38145-PL-006003831 01 12/17/2007		PROFESSIONAL SVCS	825.46	
0008820 HOME DEPOT 1916	110-6046-418.50-01	VENDOR TOTAL *	825.46	
028304/4040751 003495 01 12/17/2007		MICROWAVE	69.99	
0006864 HOME DEPOT 1919	110-4020-422.50-01	VENDOR TOTAL *	69.99	
029709/4084155 003097 01 12/17/2007		FIRE STA #1 BRASS FITTING	16.78	
014938/8020664 003506 01 12/17/2007		BOXES	49.95	
020661/2020987 003504 01 12/17/2007		KITCHEN UPGRADE	14.63	
009513/4024410 003505 01 12/17/2007		ICE MACHINE REPAIR	45.63	
026583/6010698 003498 01 12/17/2007		SPRINKLER SYSTEM REPAIR	14.99	
0012341 HOME DEPOT 1982	110-6046-418.40-53	VENDOR TOTAL *	141.98	
007550/5016534 003508 01 12/17/2007		TOOL BAG	39.99	
014812/8017102 003511 01 12/17/2007		KITCHEN UPGRADE	46.50	
016414/6026049 003514 01 12/17/2007		KITCHEN SINK	245.00	
014426/8017072 003509 01 12/17/2007		WINDOW KITS	9.96	
8174095 003515 01 12/17/2007		RETURNED MERCHANDISE	9.96-	
0005211 HOME PLUMBING & HEATING CO INC	110-6046-418.50-01	VENDOR TOTAL *	331.49	
3972 003537 01 12/17/2007		FAUCET REPAIR	22.21	
0007635 HSBC BUSINESS SOLUTIONS		VENDOR TOTAL *	22.21	

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VENDOR NAME	ACCOUNT NO	BK	CHECK/DUE DATE	DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
HSBC BUSINESS SOLUTIONS	110-6046-418.40-53	01	12/17/2007	SHOP EXHAUST FAN	529.95	
HUGHES, ROBERT L	110-1001-411.60-36	01	11/27/2007	WITNESS FEE	529.95	
HURLEY CO, CLAUDE H	110-6048-513.80-34	01	12/17/2007	SIDEWALK INSTALLATION	48.00	25.00
ICSC	110-3015-414.60-11	01	12/17/2007	REGISTRATION	48.00	
IDEA ART, INC.	110-5030-421.40-33	01	12/17/2007	CERTIFICATE PAPER	114.80	
IDEA- IL DRUG ENF OFFICERS ASSOC	110-5030-421.60-27	01	12/17/2007	REGISTRATION FEES	1,350.00	
IKON OFFICE SOLUTIONS	110-2006-413.30-21	01	12/17/2007	COPIER MAINT	300.17	
ILLINOIS ASSOC OF WASTEWATER AGENCI	510-6050-501.60-11	01	12/17/2007	COMMITTEE MEETING	47.00	
ILLINOIS ASSOCIATION OF CHIEFS OF	110-5030-421.60-37	01	12/17/2007	MEMBERSHIP	85.00	
ILLINOIS CENTRAL COLLEGE	110-5030-421.60-11	01	12/17/2007	DARE TRAINING	85.00	
ILLINOIS CONTRACT GLAZING INC					950.00	

CHECK #:

112698

25.00

25.00

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VENDOR NAME	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
ILLINOIS CONTRACT GLAZING INC 003806	530-0088-503.80-19	VESTIBULE INSTALLATION	28,200.00	
ILLINOIS FIRE & POLICE 003240	110-1003-412.60-37	MEMBERSHIP	375.00	
ILLINOIS HERITAGE ASSOCIATION 005235	110-7060-451.60-37	MEMBERSHIP	35.00	
ILLINOIS REAL ESTATE JOURNAL 003409	110-3015-414.60-11	REGISTRATION	99.00	
ILLINOIS WATER ENVIRONMENT ASSOC. 003698	510-6050-501.60-11	CONFERENCE REGISTRATION	75.00	
IMPACT NETWORKING LLC 002961	110-6040-431.30-21	ENGINEERING COPIER	181.04	
0025793	510-6050-501.30-21	ENGINEERING COPIER	181.04	
INDUSTRIAL LADDER AND SUPPLY 003610	510-6056-502.50-01	GENERATOR FUEL TANK	92.56	
INFOTRACK INFORMATION SERVICES, INC 003827	110-2007-413.60-42	PRE-EMPLOY BACKGRND CHECK	140.00	
INTERSTATE BATTERY SYSTEM OF 003397	110-4020-422.40-98	SUPPLIES	15.00	
003396	110-5030-421.40-98	SUPPLIES	120.00	
003398	110-6041-432.40-98	SUPPLIES	3.00	
003399	110-6043-434.40-98	SUPPLIES	3.00	
003400	110-6044-435.40-98	SUPPLIES	3.00	
003401	110-6046-418.40-98	SUPPLIES	3.00	
002908	110-6047-512.50-16	PARTS AND SUPPLIES	331.80	
003402	510-6052-501.40-98	SUPPLIES	3.00	
INTOXIMETERS 002966	110-5030-421.60-75	SUPPLIES	481.80	
IPELRA			179.00	

BANK: 01

VENDOR NAME	VOUCHER NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
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0007239	IPELRA	01	12/04/2007	110-2007-413.60-11	REGISTRATION	CHECK #: 112707	35.00
12/07/2007	003442				VENDOR TOTAL *		35.00

0007611	JAMES HALLORAN	01	12/04/2007	110-0000-115.07-01	308601		50.00
MR Refund	MR				VENDOR TOTAL *		50.00

0013718	JAMES J. BENES & ASSOCIATES, INC	01	12/17/2007	110-6040-431.30-26	PROFESSIONAL SERVICES		216.27
1091.105	002957				PROFESSIONAL SERVICES		756.92
1091.119	002958				PROFESSIONAL SERVICES		827.45
1091.129	002959				PROFESSIONAL SERVICES		

0000976	JIM'S TOWING	01	12/17/2007	110-5030-421.30-76	TOWING		1,800.64
81234	002911				VENDOR TOTAL *		105.00

0002709	JOHNSON VALERIE	01	12/17/2007	110-2007-413.60-11	CONFERENCE EXPENSES		105.00
10/20-23/2007	003342				VENDOR TOTAL *		256.39

0000022	JULIANNE'S BAKERY	01	12/17/2007	110-5030-421.60-98	MEETING REFRESHMENTS		256.39
4702	003906				VENDOR TOTAL *		59.70

0000314	KALE UNIFORMS	01	12/17/2007	110-4030-422.40-62	UNIFORM SUPPLIES		59.70
17555	003548				UNIFORM SUPPLIES		381.80
175277	003332				UNIFORM SUPPLIES		39.95

0000323	KIEFT BROTHERS, INC.	01	12/17/2007	510-6056-502.40-29	SEWER REPAIRS		421.75
135567	003264				TANK REPAIR		300.00
135783	003700				TANK REPAIR		23.00

0015660	KINGS POINT TRUCK LANE	01	12/17/2007	110-6047-512.50-02	SFTY LANE-PW 19, 61, 42		323.00
12899	003088				PW 88		73.00
12885	003089				SFTY LANE-PW 19, 61, 42		31.00
12881	003103				SAFETY TEST/PW50,PW32		42.00

0007947	KIWANIS CLUB OF ELMHURST	01	12/17/2007	110-0094-454.60-37	QUARTERLY DUES		146.00
OCT-DEC 2007	003753				VENDOR TOTAL *		152.00

0015047	KOVILIC CONSTRUCTION COMPANY	01	12/17/2007	310-0089-461.80-24	2006 STREETSCAPE PROJECT		152.00
3 & FINAL	003098				VENDOR TOTAL *		81,949.72

0009472	KRAMER TREE SPECIALISTS, INC				VENDOR TOTAL *		81,949.72
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BANK: 01

VENDOR NAME	VENDOR NO	VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
KRAMER TREE SPECIALISTS, INC	0009472	182739	003256	01 12/17/2007	110-6043-434.30-22	DED TREE REMOVAL	10,502.00	
KRONOS	0012655	10287450	003343	01 12/17/2007	110-2008-413.30-52	VENDOR TOTAL *	10,502.00	
KUBIESA, SPIROFF, GOSSELAR	0000331	45000-078M	003554	01 12/17/2007	110-0081-415.30-36	VENDOR TOTAL *	301.25	
PROFESSIONAL SVCS	58010M	003727	003728	01 12/17/2007	110-0081-415.30-16	PROFESSIONAL SVCS	264.87	
PROFESSIONAL SERVICES	58010M	003728	003729	01 12/17/2007	110-0081-415.30-19	PROFESSIONAL SERVICES	2,112.00	
PROFESSIONAL SERVICES	58010M	003729	003730	01 12/17/2007	110-0081-415.30-44	PROFESSIONAL SERVICES	6,534.00	
PROFESSIONAL SERVICES	58010M	003730	003731	01 12/17/2007	110-0081-415.30-45	PROFESSIONAL SERVICES	445.24	
PROFESSIONAL SERVICES	58010M	003731	003733	01 12/17/2007	110-0081-415.30-36	PROFESSIONAL SERVICES	990.00	
PROFESSIONAL SERVICES	58010M	003733	003732	01 12/17/2007	110-5030-421.30-98	PROFESSIONAL SERVICES	18,623.25	
PROFESSIONAL SERVICES	58010M	003732		01 12/17/2007	310-0089-461.30-52	PROFESSIONAL SERVICES	132.00	
VENDOR TOTAL *							1,730.00	
LAFIN, KENNETH	0006150	12/05/2007	003658	01 12/17/2007	110-5030-421.40-31	VENDOR TOTAL *	30,831.36	
EXPENSE REIMBURSEMENT							193.00	
LASER ASSOCIATES, STEPHEN A.	0000800	2001286	003239	01 12/17/2007	110-1003-412.30-52	VENDOR TOTAL *	193.00	
INDIVIDUAL ASSESSMENT							225.00	
LAW ENFORCEMENT TARGETS INC	0008661	0094539-IN	003141	01 12/17/2007	110-5030-421.40-98	VENDOR TOTAL *	225.00	
TARGETS							199.94	
LEACH ENTERPRISES, INC	0013313	861358	002937	01 12/17/2007	110-6047-512.50-16	VENDOR TOTAL *	199.94	
PARTS & SUPPLIES	861358	003341	003562	01 12/17/2007	110-6047-512.50-16	PARTS & SUPPLIES	236.50	
PARTS & SUPPLIES	861834	003341	003562	01 12/17/2007	110-6047-512.50-16	PARTS & SUPPLIES	77.69	
PARTS & SUPPLIES	861976	003562		01 12/17/2007	110-6047-512.50-16	PARTS & SUPPLIES	44.26	
LEGNA IRON WORKS INC	0009284	8191	003887	01 12/17/2007	110-6041-432.40-20	VENDOR TOTAL *	358.45	
GUARD RAIL							540.00	
LENS ACE HARDWARE	0006622	29017/1	003490	01 12/17/2007	110-6046-418.50-01	VENDOR TOTAL *	540.00	
MOUNTING SUPPLIES							3.78	
LEWIS PAPER PLACE	0000343	424467	003028	01 12/17/2007	110-4020-422.60-43	VENDOR TOTAL *	3.78	
PAPER SUPPLIES							421.86	
LILJEBERG, GLEN R.	0000509					VENDOR TOTAL *	421.86	

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INVOICE NO	VENDOR NAME	VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
000509	LILJEBERG, GLEN R.	003355	01	12/17/2007	110-0086-453.30-52	CATV PROFESSIONAL SVC	200.00	
0010851	LOGIN/IACP NET	003655	01	12/17/2007	110-5030-421.60-37	MEMBERSHIP	1,100.00	
000346	LONG ELEVATOR & MACHINE CO INC	003503	01	12/17/2007	110-7060-451.50-01	MONTHLY MAINTENANCE FEE	1,100.00	
10116167							120.00	
0007419	LORUSSO, PATTY					VENDOR TOTAL *	120.00	
11/12-12/05/07	003570	01		12/17/2007	110-1001-411.60-11	PETTY CASH REIMBURSEMENT	42.00	
11/12-12/05/07	003571	01		12/17/2007	110-1001-411.30-54	PETTY CASH REIMBURSEMENT	2.00	
11/12-12/05/07	003572	01		12/17/2007	110-2006-413.60-11	PETTY CASH REIMBURSEMENT	14.55	
11/12-12/05/07	003573	01		12/17/2007	110-2007-413.60-98	PETTY CASH REIMBURSEMENT	71.01	
11/12-12/05/07	003574	01		12/17/2007	110-3015-414.60-11	PETTY CASH REIMBURSEMENT	19.00	
11/12-12/05/07	003575	01		12/17/2007	110-4020-422.40-98	PETTY CASH REIMBURSEMENT	6.40	
11/12-12/05/07	003576	01		12/17/2007	110-4020-422.50-08	PETTY CASH REIMBURSEMENT	3.73	
11/12-12/05/07	003577	01		12/17/2007	110-4020-422.60-11	PETTY CASH REIMBURSEMENT	30.00	
11/12-12/05/07	003578	01		12/17/2007	110-6040-431.60-11	PETTY CASH REIMBURSEMENT	23.83	
11/12-12/05/07	003579	01		12/17/2007	110-6043-434.40-98	PETTY CASH REIMBURSEMENT	15.79	
11/12-12/05/07	003580	01		12/17/2007	110-6046-418.40-98	PETTY CASH REIMBURSEMENT	34.06	
11/12-12/05/07	003581	01		12/17/2007	510-6050-501.60-11	PETTY CASH REIMBURSEMENT	15.00	
0003936	LOVE ON A LEASH	003592	01	12/17/2007	110-5030-421.60-70	DOG FOOD	277.37	
11/27/2007						VENDOR TOTAL *	344.00	
0016843	MACKIEWICZ, ZYGMUNT.	002960	01	12/17/2007	110-6041-432.30-55	STORM SEWER EXTENSION	344.00	
11052007						VENDOR TOTAL *	1,984.24	
0015773	MADISON FILTER, INC.	003605	01	12/17/2007	510-6057-502.50-08	BELT REPLACEMENT/PRESS #1	1,984.24	
179477						VENDOR TOTAL *	1,181.00	
0013587	MALONEY, CATHY	003845	01	12/17/2007	110-3015-414.30-12	RETAIL CONSULTING SVCS	1,181.00	
11007						VENDOR TOTAL *	3,000.00	
0007176	MCCANN INDUSTRIES INC	002672	01	11/30/2007	110-6047-512.50-16	TRK/PARTS PW166	3,000.00	
07081377		002673	01	11/30/2007	110-6047-512.50-16	RETURNED MERCHANDISE	445.16	
07081680		002674	01	11/30/2007	110-6047-512.50-16	RETURNED MERCHANDISE	415.42	
07079978		003086	01	12/17/2007	110-6047-512.50-16	PW 74	273.61	
07081729		003087	01	12/17/2007	110-6047-512.50-16	PW 74	89.96	
07081898		003087	01	12/17/2007	110-6047-512.50-16	PW 74	285.68	

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VENDOR NAME	VENDOR NO	INVOICE NO	VOUCHER NO	P.O. NO	BNK NO	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
MCCANN INDUSTRIES INC										
0002941								VENDOR TOTAL *	131.77	
75041803						110-4020-422-40-75		PARTS/SUPPLIES	76.38	
76408816						110-6041-432-50-01		SAFETY RAILING	211.73	
79328077						110-6041-432-50-01		RAILING ANCHORS	36.62	
74433695						110-6042-433-50-16		CONTROL BOX-STORAGE SHED	108.59	
75558553						110-6046-418-40-53		DUST COLLECTOR PARTS	67.99	
76513552						110-6046-418-50-01		SINK INSTALL/MATERIALS	49.92	
75324523						110-6046-418-50-01		ICE MACHINE FILTERS	73.50	
76244528						510-6057-502-50-10		METER REPLACEMENT SUPPLIES	19.77	
76513251						510-6057-502-50-10		METER REPLACEMENT SUPPLIES	54.08	
76587332						510-6057-502-50-01		WATER LINE REPAIR	73.36	
76697780						510-6057-502-50-01		LIGHT FIXTURE REPAIR	35.63	
76244530						510-6057-502-50-01		TANK REPAIR	152.84	
76341771						510-6057-502-50-10		RETURNED MERCHANDISE	5.39	
76408817						510-6057-502-50-10		VACUUM TUBING	6.61	
76244529						530-0088-503.50-14		FAN BELTS	29.56	
MEADE ELECTRIC COMPANY INC										
0010734								VENDOR TOTAL *	991.19	
632441						110-6044-435-50-08		CONTROLLER REPAIR	89.47	
632442						110-6044-435-50-08		CONTROLLER REPAIR	88.32	
MEDCO SUPPLY COMPANY										
0014509								VENDOR TOTAL *	177.79	
40728387						110-6041-432-40-98		OTHER SUPPLIES	6.38	
40728387						110-6043-434-40-98		OTHER SUPPLIES	6.38	
40728387						110-6044-435-40-98		OTHER SUPPLIES	6.39	
40728387						110-6046-418-40-98		OTHER SUPPLIES	6.38	
40728387						110-6047-512-40-98		OTHER SUPPLIES	6.39	
40728387						510-6052-501-40-98		OTHER SUPPLIES	6.39	
40728387						510-6057-502-40-98		OTHER SUPPLIES	6.39	
MEL'S ACE HARDWARE										
0000366								VENDOR TOTAL *	44.70	
404208						110-4020-422-40-98		FASTENERS FOR ST #2 GRILL	.59	
404297						110-4020-422-60-43		SUPPLIES FOR PRINT SHOP	29.04	
404326						110-4020-422-40-98		CLEANING SUPPLIES	16.26	
404293						110-4020-422-40-98		CLEANING SUPPLIES	8.00	
404349						110-4020-422-40-98		HOLIDAY TREE LIGHTS	17.30	
404183						110-6041-432-40-98		FOAM INSULATION	49.94	
404202						110-6041-432-40-98		DRILL BITS	11.68	
404197						110-6043-434-40-98		LIGHT BULBS	4.12	
404305						110-6043-434-40-98		REPLACEMENT LIGHT SETS	146.51	
404287						110-6043-434-40-98		REPLACEMENT LIGHT SETS	233.00	
404224						110-6044-435-40-26		HOLIDAY LIGHTS	35.96	
404114						110-6046-418-50-01		BATTERIES	14.38	



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VENDOR NAME	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0009371 MICRO CENTER A/R	110-2008-413.40-72	WIRELESS KEYBOARD/MOUSE	161.93	
1597420 003864	110-2008-413.40-72	RETURNED MERCHANDISE	69.99-	
1597408 003865	110-2008-413.40-72	MICRO SD/RAM	158.95	
1589321 003866				
0003384 MICROFLEX	110-4020-422.40-45	VENDOR TOTAL *	250.89	
IN0987292 002941		SAFETY EQUIPMENT	272.40	
0008503 MIDWAY TRUCK PARTS	110-6047-512.50-16	VENDOR TOTAL *	272.40	
667632 003083	110-6047-512.50-16	ENG #1 AND STOCK	20.61	
667596 003084	110-6047-512.50-16	PW 51	17.56	
667446 003085	110-6047-512.50-16	PW 51 AND ENG #1	98.70	
0014123 MIDWEST OFFICE INTERIORS, INC	110-6046-418.40-76	VENDOR TOTAL *	136.87	
243522 003847		OFFICE FURNITURE	349.00	
0016841 MILLER, JOHN D	110-1001-411.60-36	VENDOR TOTAL *	349.00	
11/27/07 002899		WITNESS FEE	112699	25.00
0008313 MIMMO'S PIZZA	110-5030-421.60-45	VENDOR TOTAL *	.00	25.00
39 002914		REFRESHMENTS PEER JURY	51.66	
0009321 MINSTER MECHANICAL SALES INC	110-6046-418.50-01	VENDOR TOTAL *	51.66	
13438 003517		THERMOSTATS	339.04	
0006585 MINUTEMAN INTERNATIONAL INC	530-0088-503.50-08	VENDOR TOTAL *	339.04	
341750 003532		CASTERS FOR VACUUM	45.95	
0016423 MLRP 388 CAROL LLC	110-7060-451.60-47	VENDOR TOTAL *	45.95	
JAN 2008 003568		MONTHLY RENT	3,339.10	
0007257 MOTION INDUSTRIES, INC.	510-6057-502.50-08	VENDOR TOTAL *	3,339.10	
IL10-351831 003699		PUMP REPAIR	106.44	
0000378 MOTOROLA	110-5030-421.40-41	VENDOR TOTAL *	106.44	
89205524 003082		PORTABLE RADIO BATTERIES	94.20	
0001104 MOULIS, RICHARD		VENDOR TOTAL *	94.20	

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INVOICE NO	VENDOR NAME	VOUCHER NO	P.O. NO	BNK NO	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0001104	MOULIS, RICHARD	003601		01	12/17/2007	110-5030-421.60-05	EXPENSE REIMBURSEMENT	7.28	
0016472	MOUNT NUGENT CONSTRUCTION LTD						VENDOR TOTAL *	7.28	
619	BERKLEY	003256		01	12/17/2007	110-6041-432.30-55	REAR YARD DRAIN PROGRAM	476.56	
352	HILLSIDE	003902		01	12/17/2007	110-6041-432.30-70	PUBLIC WALK REFUND	698.25	
619	BERKLEY	003903		01	12/17/2007	110-6041-432.30-70	PUBLIC WALK REFUND	149.63	
0005471	MTS SAFETY PRODUCTS, INC.						VENDOR TOTAL *	1,324.44	
954502		002913		01	12/17/2007	110-5030-421.60-45	TRAFFIC VESTS	609.06	
0007206	MUNICIPAL CLERKS OF DUPAGE COUNTY						VENDOR TOTAL *	609.06	
12/05/2007		003441		01	12/04/2007	110-1001-411.60-11	MONTHLY MEETING		60.00
0011645	MUNICIPAL EMERGENCY SERVICES						VENDOR TOTAL *	.00	
00001542		003032		01	12/17/2007	110-4020-422.40-75	FORCIBLE ENTRY TOOL	2,873.00	
00001543		003247		01	12/17/2007	110-4020-422.40-62	GOGGLES	135.24	
0014437	MUNICIPAL SEWER SERVICES, LLC						VENDOR TOTAL *	3,008.24	
62414		002996		01	12/17/2007	110-6041-432.30-84	SEWER CLEANING	2,400.00	
0000383	NAFISCO CORP CONTRS SUPLS						VENDOR TOTAL *	2,400.00	
85104		003890		01	12/17/2007	110-6041-432.30-06	BARRICADE RENTALS	18.00	
85101		003891		01	12/17/2007	110-6041-432.30-06	BARRICADE RENTALS	361.36	
85102		003892		01	12/17/2007	110-6041-432.30-06	BARRICADE RENTALS	616.28	
0011644	NEPTUNE TECHNOLOGY GROUP INC						VENDOR TOTAL *	995.64	
N168472		003393		01	12/17/2007	510-6052-501.40-68	WATER METERS	4,307.46	
0012229	NEWARK						VENDOR TOTAL *	4,307.46	
15078353		003855		01	12/17/2007	510-6052-501.50-18	BATTERIES	72.62	
15119028		003854		01	12/17/2007	510-6057-502.50-10	BACKUP BATTERIES	285.51	
0009496	NEXTEL COMMUNICATIONS						VENDOR TOTAL *	358.13	
162511511-069		003437		01	12/17/2007	110-2007-413.30-75	MONTHLY MOBILE FEES	207.72	
162511511-069		003438		01	12/17/2007	110-2008-413.30-75	MONTHLY MOBILE FEES	421.72	
162511511-069		003440		01	12/17/2007	110-3015-414.30-75	MONTHLY MOBILE FEES	298.21	
162511511-069		003435		01	12/17/2007	110-4020-422.30-75	MONTHLY MOBILE FEES	356.53	
162511511-069		003436		01	12/17/2007	110-4022-423.30-75	MONTHLY MOBILE FEES	50.93	
162511511-069		003439		01	12/17/2007	110-5030-421.30-75	MONTHLY MOBILE FEES	2,281.80	

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60.00  
60.00



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VEND NO	VENDOR NAME	ACCOUNT NO	ITEM DESCRIPTION	BK	CHECK/DUE DATE	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0016141	NPELRA	110-2007-413.60-37	ANNUAL MEMBERSHIP	01	12/17/2007	190.00	
0002228	O'HERRON CO. INC., RAY		VENDOR TOTAL *			190.00	
38116	002968	110-5030-421.40-98	RANGE SUPPLIES	01	12/17/2007	182.85	
38115	002969	110-5030-421.40-98	RANGE SUPPLIES	01	12/17/2007	16.65	
38065	002970	110-5030-421.40-11	UNIFORMS	01	12/17/2007	11.95	
38114	002971	110-5030-421.40-11	UNIFORM EQPT	01	12/17/2007	113.70	
38066	002972	110-5030-421.40-11	UNIFORMS	01	12/17/2007	132.85	
38159	003102	110-5030-421.40-11	SUPPLIES	01	12/17/2007	116.90	
0005176	O'LEARY, MICHAEL		VENDOR TOTAL *			574.90	
140049892577	002328	110-5030-421.60-51	2007/2008 SUBSCRIPTION	01	12/06/2007	112627	28.00-
0014410	OAKLEE'S GUIDE LLC.		VENDOR TOTAL *			.00	
5495	003232	110-7060-451.60-98	ADVERTISING EXPENSE	01	12/17/2007	125.00	28.00-
0000886	OC BUSINESS INTERIORS		VENDOR TOTAL *			125.00	
512652	003849	110-6046-418.40-76	OFFICE FURNITURE	01	12/17/2007	1,553.32	
512651	003850	110-6046-418.40-76	OFFICE FURNITURE	01	12/17/2007	1,001.10	
512990	003851	110-6046-418.40-76	OFFICE FURNITURE	01	12/17/2007	1,723.00	
0008640	OFFICE DEPOT		VENDOR TOTAL *			4,277.42	
409027152-001	002919	110-2006-413.40-33	OFFICE SUPPLIES	01	12/17/2007	485.40	
409460234-001	003336	110-2006-413.40-33	OFFICE SUPPLIES	01	12/17/2007	59.84	
409460234-001	003337	110-2007-413.40-33	OFFICE SUPPLIES	01	12/17/2007	26.98	
409427502-001	003189	110-6047-512.40-98	SUPPLIES	01	12/17/2007	72.75	
0016868	ON THE LEVEL BUILDERS		VENDOR TOTAL *			644.97	
576 FAIRVIEW	003901	110-6041-432.30-70	PUBLIC WALK REFUND	01	12/17/2007	1,296.75	
0000415	ORR SAFETY CORPORATION		VENDOR TOTAL *			1,296.75	
INV0950633	003611	110-4020-422.50-08	SERVICE GAS MONITOR	01	12/17/2007	200.00	
0000416	OTIS ELEVATOR COMPANY		VENDOR TOTAL *			200.00	
CY66752C07	003507	110-5030-421.30-98	MAINTENANCE FEE	01	12/17/2007	278.04	
0004957	PANICO, DOMINIC		VENDOR TOTAL *			278.04	
OCT-NOV 2007	003204	110-5030-421.60-11	PETTY CASH REIMBURSEMENT	01	11/29/2007	112702	122.00
OCT-NOV 2007	003209	110-5030-421.60-24	PETTY CASH REIMBURSEMENT	01	11/29/2007	112702	46.62

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 CITY OF ELMHURST, ILLINOIS BANK: 01

INVOICE NO	VENDOR NAME	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0004957	PANICO, DOMINIC			01	11/29/2007	110-5030-421.60-50	PETTY CASH REIMBURSEMENT	1127.02	16.00
OCT-NOV 2007	003210								
0000419	PATTEN INDUSTRIES INC						VENDOR TOTAL *	.00	184.62
TM500223817	003080			01	12/17/2007	110-6047-512.50-02	PW166 SERVICE	2,201.90	
P60C0175630	003081			01	12/17/2007	110-6047-512.50-16	PW198	991.50	
0000421	PEAVEY COMPANY LYNN						VENDOR TOTAL *	3,193.40	
169969	002973			01	12/17/2007	110-5030-421.40-98	EVIDENCE SUPPLIES	110.25	
0016236	PEOPLES ENERGY SVCS CORP						VENDOR TOTAL *	110.25	
8727864369	003492			01	12/17/2007	110-6041-432.30-24	MONTHLY ELECTRIC	135.51	
4170105135	003036			01	12/17/2007	110-6044-435.30-24	UA 0347309004	401.70	
2638593555	003491			01	12/17/2007	510-6057-502.30-24	MONTHLY ELECTRIC	254.41	
6043195288	003494			01	12/17/2007	510-6057-502.30-24	MONTHLY ELECTRIC	429.90	
0016126	PETERSEN, DARRELL						VENDOR TOTAL *	1,221.52	
11/17-30/2007	003357			01	12/17/2007	110-0086-453.30-52	CATV PROFESSIONAL SVC	123.50	
0006912	PETRICIG, PHILIP J						VENDOR TOTAL *	123.50	
11/17-30/2007	003359			01	12/17/2007	110-0086-453.30-52	CATV PROFESSIONAL SVC	84.00	
0000426	PFUND & CLINT FLORIST LTD.						VENDOR TOTAL *	84.00	
92951	003614			01	12/17/2007	110-4020-422.40-98	FUNERAL ARRANGEMENT	57.50	
93613	003585			01	12/17/2007	510-6057-502.40-98	FLOWER ARRANGEMENT	55.50	
93614	003586			01	12/17/2007	510-6057-502.40-98	FLOWER ARRANGEMENT	85.50	
0001782	PIONEER GARDEN & FEED STORE						VENDOR TOTAL *	198.50	
13148	003035			01	12/17/2007	110-4020-422.60-11	STRAW FOR PRACTICE BURNS	30.00	
0010665	PIONEER PRESS						VENDOR TOTAL *	30.00	
473696	003033			01	12/17/2007	110-4020-422.60-51	2008 SUBSCRIPTION RENEWAL	21.95	
418285	002909			01	12/17/2007	110-6040-431.60-37	SUBSCRIPTION RENEWAL	21.95	
0012138	POCO PAULSON OIL CO						VENDOR TOTAL *	43.90	
634247	002886			01	12/17/2007	110-6047-512.40-18	GASOLINE	19,496.75	
168012	003004			01	12/17/2007	110-6047-512.40-19	FUEL	15,442.27	
0000435	PORTABLE COMMUNICATIONS						VENDOR TOTAL *	34,939.02	

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VEND NO	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK NO	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0000435	PORTABLE COMMUNICATIONS									
100709384	003873	01	12/17/2007	110-2008-413.50-25				PHONE CLIP	26.99	
100709286	003874	01	12/17/2007	110-2008-413.50-25				CAR CHARGERS	121.44	
100709064	003875	01	12/17/2007	110-2008-413.50-25				BATTERY	53.98	
0016869	PORTER LEE CORPORATION							VENDOR TOTAL *	202.41	
6345	003911	01	12/17/2007	110-5030-421.40-98				EVIDENCE SUPPLIES	343.00	
0013302	PRECISION CONTROL SYSTEMS OF							VENDOR TOTAL *	343.00	
9641	003524	01	12/17/2007	110-5030-421.30-98				MONTHLY MAINTENANCE	231.00	
0014926	PRECISION LUBRICANTS							VENDOR TOTAL *	231.00	
152827	003077	01	12/17/2007	110-6047-512.40-98				BULK 5W30 OIL	580.00	
152828	003078	01	12/17/2007	110-6047-512.40-98				BULK 15W40 OIL	492.17	
152829	003079	01	12/17/2007	110-6047-512.40-98				BULK W40 OIL	834.90	
0009102	QUILL CORPORATION							VENDOR TOTAL *	1,907.07	
2667892	002904	01	12/17/2007	110-2006-413.40-33				OFFICE SUPPLIES	1,243.20	
2667892	002905	01	12/17/2007	110-5030-421.40-33				OFFICE SUPPLIES	828.80	
0010820	RADABAUGH, MARK							VENDOR TOTAL *	2,072.00	
11/17-30/2007	003429	01	12/17/2007	110-0086-453.30-52				CATV PROFESSIONAL SVC	276.00	
0016867	RAUGLAS, DIRK							VENDOR TOTAL *	276.00	
851 EUCLID	003900	01	12/17/2007	110-6041-432.30-70				PUBLIC WALK REFUND	755.63	
0007258	RG SMITH EQUIPMENT CO.							VENDOR TOTAL *	755.63	
102234	003076	01	12/17/2007	110-6047-512.50-16				PINS FOR PW39	8.40	
0016848	RIPPERDA, TODD/KAREN							VENDOR TOTAL *	8.40	
23814	003002	01	12/17/2007	110-0000-316.00-00				TRANSF STAMP REFUND	727.50	
0016861	RIVER CITY CONSTRUCTION							VENDOR TOTAL *	727.50	
1694	003744	01	12/17/2007	510-6057-502.80-20				CHLORINE TANK #3 REHAB	12,550.00	
0016851	ROCHE, PATRICE							VENDOR TOTAL *	12,550.00	
11/26/2007	003236	01	12/17/2007	110-7060-451.40-98				EXPENSE REIMBURSEMENT	53.50	
0012342	ROCKLER WOODWORKING AND HARDWARE							VENDOR TOTAL *	53.50	

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VENDOR NAME	VENDOR VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
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0012342	ROCKLER WOODWORKING AND HARDWARE						
31020039	01 12/17/2007		110-6046-418.40-53	WOOD WORKING TOOLS	60.64		

0004969	ROTARY CLUB OF ELMHURST				VENDOR TOTAL *	60.64	
6580	01 12/17/2007		110-7060-451.60-37	MEMBERSHIP	285.00		

0008861	ROYAL RECOGNITION				VENDOR TOTAL *	285.00	
00031133	01 12/17/2007		110-2007-413.60-23	SERVICE AWARD GIFTS	349.04		
00031189	01 12/17/2007		110-2007-413.60-23	SERVICE AWARD GIFTS	689.89		

0016857	RUIZ, DAN				VENDOR TOTAL *	1,038.93	
11/17-30/2007	01 12/17/2007		110-0086-453.30-52	CATV PROFESSIONAL SVC	232.50		

0006411	RUSO POWER EQUIPMENT				VENDOR TOTAL *	232.50	
142778	01 12/17/2007		110-4020-422.50-08	BLADES	96.75		

0005653	RYDIN DECAL				VENDOR TOTAL *	96.75	
225211	01 12/17/2007		110-1001-411.40-98	BUSINESS LIC/PERMIT DECAL	1,354.64		

0001751	S&S INDUSTRIAL SUPPLY				VENDOR TOTAL *	1,354.64	
2722936	RI 01 12/17/2007		110-4020-422.40-24	SUPPLIES	45.14		
2719449	RI 01 12/17/2007		110-6047-512.50-16	PARTS & SUPPLIES	56.70		
2722936	RI 01 12/17/2007		110-6047-512.50-16	PARTS/SUPPLIES	45.15		

0009953	SCHWAN INCORPORATED				VENDOR TOTAL *	146.99	
18326	01 12/17/2007		510-6057-502.50-08	BAR SCREEN #1 REPAIR	1,180.96		

0001673	SCHWEIK, GUY				VENDOR TOTAL *	1,180.96	
11/28-11/30/07	01 12/17/2007		110-5030-421.60-05	EXPENSE REIMBURSEMENT	70.88		
11/28-11/30/07	01 12/17/2007		110-5030-421.60-11	EXPENSE REIMBURSEMENT	20.48		

0000478	SEARS				VENDOR TOTAL *	91.36	
T171646	01 12/17/2007		110-5030-421.50-01	ICE MACHINE REPAIR	150.22		

0010169	SEAWAY SUPPLY				VENDOR TOTAL *	150.22	
51879	01 12/17/2007		110-6046-418.40-24	JANITORIAL SUPPLIES	499.50		
52037	01 12/17/2007		110-6046-418.40-24	JANITORIAL SUPPLIES	280.00		
51987	01 12/17/2007		510-6057-502.40-98	SUPPLIES	260.00		

0001319	SEC OF ST VEHICLE SERVICE				VENDOR TOTAL *	1,039.50	
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VEND NO	VENDOR NAME	ACCOUNT NO	BK NO	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0001319	SEC OF ST VEHICLE SERVICE	110-6047-512.60-55	01	12/17/2007		TITLE & PLATES	75.00	
PD-26	003425							
0005195	SELECT METALS	510-6057-502.80-20	01	12/17/2007		VENDOR TOTAL *	75.00	
27584	003447					CONTACT TANK	580.00	
0000484	SEYFARTH SHAW LLP	110-0081-415.30-32	01	12/17/2007		VENDOR TOTAL *	580.00	
1418556	003366					LEGAL SERVICES	258.75	
1418555	003347					LEGAL SERVICES	1,983.75	
1419499	003348					LEGAL SERVICES	693.75	
0001674	SHORE GALLERIES	110-5030-421.40-01	01	12/17/2007		VENDOR TOTAL *	2,936.25	
88964	002975					AMMO	2,015.82	
0003604	SIMPLEXGRINNELL	110-5030-421.50-01	01	12/17/2007		VENDOR TOTAL *	2,015.82	
71796561	003464					ALARM & SPRINKLER TESTING	881.00	
71796561	003463					ALARM & SPRINKLER TESTING	1,540.00	
71796561	003467					ALARM & SPRINKLER TESTING	504.00	
62922689	003472					FIRE ALARM REPAIR	365.25	
71796561	003470					ALARM & SPRINKLER TESTING	1,133.00	
0001868	SMITH ECOLOGICAL	510-6052-501.50-08	01	12/17/2007		VENDOR TOTAL *	4,423.25	
11032	003600					RESERVOIR CHLORINE DETECT	52.26	
0016846	SOYCLEAN	110-6041-432.40-09	01	12/17/2007		VENDOR TOTAL *	52.26	
6589N	003024					ASPHALT TOOL CLEANER	1,040.87	
0016858	SPARTAN FENCE COMPANY	110-6046-418.50-01	01	12/17/2007		VENDOR TOTAL *	1,040.87	
3235	003584					FENCE REPAIR	1,100.00	
0004780	SPECIAL T UNLIMITED	110-6040-431.40-43	01	12/17/2007		VENDOR TOTAL *	1,100.00	
028061	003050					SHIRTS	738.33	
0004140	SPEER FINANCIAL, INC.	110-2006-413.30-12	01	12/17/2007		VENDOR TOTAL *	738.33	
D/10-07/6	003588					PROFESSIONAL SVCS	809.17	
0003393	STANDARD INDUSTRIAL & AUTOMOTIVE	110-6047-512.50-01	01	12/17/2007		VENDOR TOTAL *	809.17	
39072	003187					HOIST REPAIR	280.00	
0014635	STANLEY SECURITY SOLUTIONS, INC					VENDOR TOTAL *	280.00	

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STANLEY SECURITY SOLUTIONS, INC 01 12/17/2007	110-6046-418.50-01	KEY CUTS	39.80	
VENDOR TOTAL *			39.80	
STAPLES CREDIT PLAN 01 12/17/2007	110-2008-413.40-31	DIGITAL CAMERAS	434.88	
VENDOR TOTAL *			434.88	
STRAUSS & WATYCHOWICZ, PC 01 12/17/2007	110-0000-316.00-00	TRANSF STAMP REFUND	472.50	
VENDOR TOTAL *			472.50	
STREICHER'S 01 12/17/2007	110-5030-421.60-27	BULLETPROOF VESTS	10,180.00	
01 12/17/2007	110-5030-421.60-27	TRAUMA PLATES	325.00	
01 12/17/2007	110-5030-421.40-98	FLIP-UP REAR SIGHT	132.98	
VENDOR TOTAL *			10,637.98	
SUBURBAN GENERAL CONSTRUCTION INC 01 12/17/2007	510-6052-501.30-38	WATER MAIN REPAIR	9,000.00	
VENDOR TOTAL *			9,000.00	
SUBURBAN LABORATORIES INC 01 12/17/2007	510-6057-502.30-33	NPDES EFFLUENT TESTING	1,321.00	
VENDOR TOTAL *			1,321.00	
SUNRISE COMMUNICATIONS, INC. 01 12/17/2007	110-0086-453.30-52	DUPLICATION SERVICES	72.00	
VENDOR TOTAL *			72.00	
SURE LUBRICANTS, INC. 01 12/17/2007	510-6057-502.40-34	GEARBOX OIL	847.20	
VENDOR TOTAL *			847.20	
TEGMEYER, MARLENE 01 12/17/2007	110-0094-454.60-98	EXPENSE REIMBURSEMENT	47.57	
01 12/17/2007	110-0094-454.60-45	RAFFLE DONATION BASKET	46.66	
VENDOR TOTAL *			94.23	
TERMINAL SUPPLY CO 01 12/17/2007	110-6046-418.80-06	PW66	23.81	
01 12/17/2007	110-6047-512.50-16	PARTS & SUPPLIES	97.96	
01 12/17/2007	110-6047-512.50-16	PARTS & SUPPLIES	155.08	
01 12/17/2007	510-6052-501.40-98	SCREWS	128.65	
VENDOR TOTAL *			405.50	
TERRACE SUPPLY COMPANY 01 12/17/2007	110-5030-421.30-98	DROP OFF FEE	3.00	
01 12/17/2007	110-5030-421.30-98	GAS CYLINDERS RENTAL	9.30	

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 VENDOR NAME: TERRACE SUPPLY COMPANY  
 VOUCHER P.O. NO. 01  
 BNK CHECK/DUE DATE 12/17/2007  
 ACCOUNT NO. 110-5030-421.60-05  
 ITEM DESCRIPTION EXPENSE REIMBURSEMENT  
 CHECK AMOUNT  
 EFT OR HAND-ISSUED AMOUNT

VENDOR NO	VENDOR NAME	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0000525	TERRACE SUPPLY COMPANY			VENDOR TOTAL *	12.30	
0005344	TERRY, DANIEL			VENDOR TOTAL *	49.30	
08/30/2007	003644	01 12/17/2007	110-5030-421.60-05	EXPENSE REIMBURSEMENT	5.82	
10/18-10/19/07	003645	01 12/17/2007	110-5030-421.60-11	EXPENSE REIMBURSEMENT	26.47	
10/29-10/31/07	003646	01 12/17/2007	110-5030-421.60-11	EXPENSE REIMBURSEMENT	9.00	
08/30/2007	003647	01 12/17/2007	110-5030-421.60-11	EXPENSE REIMBURSEMENT	8.01	
0016850	TERRY'S FORD			VENDOR TOTAL *	112703	16,054.00
27168	003211	01 11/29/2007	110-6040-431.80-06	REPLACEMENT VEHICLE/E-12		
0016307	THE MAT STORE			VENDOR TOTAL *	.00	16,054.00
1194358468	003530	01 12/17/2007	110-6046-418.40-76	CHAIR MATTING	951.52	
0015598	THE SAINT FRANCIS GROUP			VENDOR TOTAL *	951.52	
49111	002917	01 12/17/2007	110-5030-421.60-01	IMPOUNDS	200.00	
0005122	THOMAS INTERIOR SYSTEMS, INC.			VENDOR TOTAL *	200.00	
0000053411	003848	01 12/17/2007	110-6046-418.40-76	OFFICE FURNITURE	11,605.00	
0012398	THOMAS, HAROLD			VENDOR TOTAL *	11,605.00	
9/26/07	009132	01 10/18/2007	110-0000-341.21-00	QUARRY TOUR REFUND		14.00
9/26/07	009132	01 11/26/2007	110-0000-341.21-00	QUARRY TOUR REFUND		14.00
0013049	THOMSON HEALTHCARE DMS, INC			VENDOR TOTAL *	.00	
20561870	003659	01 12/17/2007	110-5030-421.40-33	BOOK	59.95	
0000532	TRAFFIC CONTROL CORPORATION			VENDOR TOTAL *	59.95	
0000029231	003154	01 12/17/2007	110-6044-435.40-60	TRAFF SIGNAL HEAD REPL	206.00	
0000028861	003155	01 12/17/2007	110-6044-435.40-60	STOCK OPTI-CAM HEADS	898.00	
0000028702	003156	01 12/17/2007	110-6044-435.40-60	REPL OPTI-CAM HEADS	1,293.00	
0000536	TREE TOWNS REPROGRAPHICS, INC.			VENDOR TOTAL *	2,397.00	
0000095021	003749	01 12/17/2007	110-3015-414.30-54	PRESENTATION MATERIALS	346.80	
0000095097	003018	01 12/17/2007	110-4025-424.30-21	MICROFILM REPRINTS	64.00	
0000095276	002962	01 12/17/2007	110-6040-431.40-33	PLAN COPIES	41.04	
0014480	TROUT, FRANK JR.			VENDOR TOTAL *	451.84	
11/17-30/2007	003356	01 12/17/2007	110-0086-453.30-52	CATV PROFESSIONAL SVC	184.00	

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0014480	TROUT, FRANK JR.					VENDOR TOTAL *	184.00	
0016860 63968	TRUCK VAULT	003624		01 12/17/2007	110-4020-422.80-06	SUPPLY CONTAINER	3,742.50	
0016865 246794	TRUGREEN CHEMLAWN	003895		01 12/17/2007	110-6042-433.40-46	SALT	3,742.50	
0016711 2028687	U.S. BANK	002964		01 12/17/2007	405-0000-471.90-22	ADMINISTRATIVE FEES	450.00	
0003805 21081446	ULINE INC	003599		01 12/17/2007	110-5030-421.40-98	EVIDENCE SUPPLIES	350.00	
0015470 IN130904 CN11835 IN130825 IN130824	UNIFORMITY INC.	003250 003251 003549 003550		01 12/17/2007 01 12/17/2007 01 12/17/2007 01 12/17/2007	110-4020-422.40-62 110-4020-422.40-62 110-4020-422.40-62 110-4020-422.40-62	UNIFORM SUPPLIES RETURNED MERCHANDISE UNIFORM SUPPLIES UNIFORM SUPPLIES	490.23 125.51 4.55 101.25 72.50	
0002337 194-88	UNION PACIFIC RAILROAD COMPANY	003555		01 12/17/2007	530-0088-503.30-59	PARKING LOT LEASE	294.71	
0011080 16306200	UNITED RADIO COMMUNICATIONS	003070		01 12/17/2007	110-4020-422.80-06	SET UP F-8 MIC	1,796.62	
0006266 NOV 2007	UNTOUCHABLE AUTO WASH	003650		01 12/17/2007	110-6047-512.50-16	CAR WASHES	621.09	
0007731 00005A30E3487	UPS	003748		01 12/17/2007	110-5030-421.30-49	POSTAGE	621.09	
0000550 11/17-30/2007	URICK, EUGENIE	003350		01 12/17/2007	110-0086-453.30-52	CATV PROFESSIONAL SVC	160.00	
0016782 Q2437120K Q2437123K	USA MOBILITY WIRELESS, INC	003031 002978		01 12/17/2007 01 12/17/2007	110-4020-422.30-75 110-5030-421.30-75	MONTHLY SERVICE PAGERS	36.55 36.55 1,906.25 1,906.25	

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USA MOBILITY WIRELESS, INC	0016782							
VAN SLYKE ENTERPRISES	000555					VENDOR TOTAL *	46.31	
NOVEMBER 2007	003734			12/17/2007	110-3015-414.30-12	PROFESSIONAL SERVICES	2,125.00	
NOVEMBER 2007	003737			12/17/2007	110-3015-414.30-12	PROFESSIONAL SERVICES	2,525.00	
NOVEMBER 2007	003735			12/17/2007	310-0089-461.30-52	PROFESSIONAL SERVICES	2,056.25	
NOVEMBER 2007	003736			12/17/2007	320-0090-462.30-52	PROFESSIONAL SERVICES	1,500.00	
NOVEMBER 2007	003738			12/17/2007	325-0092-465.30-12	PROFESSIONAL SERVICES	18.75	
VILLA PARK ACE	0014891					VENDOR TOTAL *	5,225.00	
	207304/2			12/17/2007	510-6057-502.50-08	PUMP REPAIR PARTS	1.20	
VILLA PARK ELECTRICAL SUPPLY	000560					VENDOR TOTAL *	1.20	
01674841	003616			12/17/2007	110-4025-424.40-98	ARC FAULT TESTER	162.71-	
01676324	003166			12/17/2007	110-6044-435.40-98	HOLIDAY TREE TIMER	51.85	
01673307	003201			12/17/2007	110-6044-435.40-60	TRAFFIC SIGNAL PARTS	58.96	
01673310	003202			12/17/2007	110-6044-435.40-60	TRAFFIC SIGNAL PARTS	29.48	
01673811	003159			12/17/2007	110-6046-418.50-01	C.H. BATHROOM SWITCHES	154.65	
01674697	003520			12/17/2007	110-6046-418.50-01	PVC BOX	15.86	
01676075	003160			12/17/2007	110-7060-451.50-01	GLOS LIGHT FIXTURE	519.28	
01676078	003161			12/17/2007	110-7060-451.50-01	MUSEUM LT SWITCH	47.18	
01675770	003162			12/17/2007	110-7060-451.50-01	1 RM SCHOOL HSE HEATER	55.53	
01676074	003163			12/17/2007	110-7060-451.50-01	GLOS LIGHT FIXTURES	519.28	
01674936	003164			12/17/2007	110-7060-451.50-01	MUSEUM SIGN BALLAST	158.47	
01676623	003340			12/17/2007	110-7060-451.50-01	REPLACEMENT LAMPS	59.00	
01674190	003165			12/17/2007	530-0088-503.50-08	ADELAIDE REPL LIGHT	111.38	
VILLA PARK OFFICE EQUIPMENT	0001178					VENDOR TOTAL *	1,618.21	
	23407			12/17/2007	110-6046-418.50-01	FILE CABINET	224.00	
WAUCONDA FIRE DEPT	0016343					VENDOR TOTAL *	224.00	
	100			12/17/2007	110-4020-422.60-11	SEMINAR	50.00	
WEST & SONS TOWING INC.	0002494					VENDOR TOTAL *	50.00	
	334284			12/17/2007	110-5030-421.60-27	TOWING SVCS	150.00	
WEST AUTOMOTIVE SERVICE INC	0000573					VENDOR TOTAL *	150.00	
	39789			12/17/2007	110-6047-512.50-02	ENG #1	326.59	
WEST SUBURBAN OP, INC.	0000576					VENDOR TOTAL *	326.59	
	60140			12/17/2007	110-3015-414.40-33	CALENDAR/NOTE PADS	47.51	



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0009594	YORKFIELD FIRE PROTECTION DISTRICT	01/01/00	003344	01	01	12/17/2007	110-0000-371.98-00	INTER GOVERNMENTAL AGR	8,500.00	
0000582	ZENGENERS INC							VENDOR TOTAL *	8,500.00	
1036168-01			003060	01	01	12/17/2007	110-6047-512.40-53	DRILL BITS	14.04	
1036094-01			003061	01	01	12/17/2007	110-6047-512.40-53	DRILL BITS	6.92	
1035981-01			003062	01	01	12/17/2007	110-6047-512.40-53	DRILL BITS	4.12	
0000583	ZEP MANUFACTURING COMPANY							VENDOR TOTAL *	25.08	
30321191			002935	01	01	12/17/2007	110-6046-418.40-24	JANITORIAL SUPPLIES	177.03	
0000585	ZIEBELL WATER SERVICE PRODUCTS							VENDOR TOTAL *	177.03	
196613-000			002923	01	01	12/17/2007	510-6052-501.50-12	MAINS	4,433.19	
196146-000			003188	01	01	12/17/2007	510-6052-501.40-51	SERVICE LINES	1,997.50	
								VENDOR TOTAL *	6,430.69	205,650.40
								HAND ISSUED TOTAL ***		205,650.40
								TOTAL EXPENDITURES *****	1,597,875.90	1,803,526.30
								GRAND TOTAL *****		

HT



CITY OF ELMHURST

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

THOMAS D. MARCUCCI  
MAYOR  
PATTY SPENCER  
CITY CLERK  
CHARITY S. PIGONI  
CITY TREASURER  
THOMAS P. BORCHERT  
CITY MANAGER

November 29, 2007

To: Members of the City Council

Re: Appointment of Mr. Thomas M. Cathcart and Reappointment of Mr. Emil D. Haddad to the Board of Fire and Police Commissioners

With the advice and consent of the Elmhurst City Council, I will appoint Mr. Thomas M. Cathcart to the Board of Fire and Police Commissioners (see attached application) to fill the seat on the board vacated by Christopher L. Nybo. Mr. Cathcart's term on the Board of Fire and Police Commissioners will expire on May 1, 2008. I will reappoint Mr. Emil D. Haddad to the Board of Fire and Police Commissioners with the term to expire on May 1, 2010.

Respectfully yours,

Thomas D. Marcucci  
Mayor

TDM/ds  
Attachment

Copies To All  
Elected Officials

11-29-07  
12-13-07

# CITY OF ELMHURST APPOINTED OFFICIALS APPLICATION

PLEASE COMPLETE THE FOLLOWING. ATTACH RESUME OR ADDITIONAL SHEETS IF NECESSARY.

NAME: Thomas M. Cathcart DATE: July 21, 2007

ADDRESS: 402 Huntington Lane, Elmhurst IL 60126

HOME PHONE: (630) 833-6162 BUSINESS PHONE: (847) 576-2181

E-MAIL ADDRESS: cart001@comcast.net

LENGTH OF RESIDENCY IN ELMHURST: 46 years

## EDUCATIONAL BACKGROUND:

Master of Arts, Law - University of Illinois, 1987

Bachelor of Arts, Psychology - Illinois College, 1984

## EMPLOYMENT (FIRM AND POSITION):

Motorola, Inc. Senior Rewards Manager 2003 - Present

Keebler/Kellogg Manager of Human Resources & Retirement Manager 1999 - 2003

## OTHER CIVIC ACTIVITIES:

Elmhurst Character Counts IN Elmhurst, Board Member

Elmhurst Historic Preservation Advisory Committee, Committee Member

Elmhurst Chamber of Commerce & Industry, Board Member, Chairman of the Board

## POSITION APPLIED FOR:

Police & Fire Commission

Why are you interested in serving on this board or commission?

It is my wish to continue serving the City of Elmhurst in whatever way that I may provide value. I am proud of my community and would consider it my responsibility to serve.

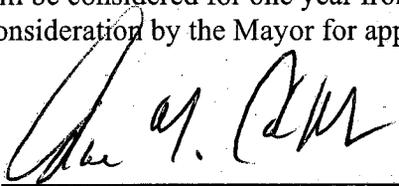
What skills would you bring to this position?

I have nearly 20 years experience in the Human Resources field. I have acted as a hiring manager as well as a hiring and recruiting professional during this period.

Please list any previous city positions you have held, if any:

During my high school, college and graduate school summers I worked for the Elmhurst Forestry Department - 11 summers

Applications will be considered for one year from the date of submittal. If openings become available, would you object to consideration by the Mayor for appointment to a different board or commission? No

SIGNATURE: 

# THOMAS M. CATHCART

(630) 833-6162

402 Huntington Lane ~ Elmhurst, Illinois ~ 60126

cart001@comcast.net

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## PROFESSIONAL SUMMARY

*Corporate Recruiting ~ Reorganizations & Company Transitions ~ Employee Benefits Expertise*

Accomplished, goal-oriented manager with 17 years proven success in human resources and corporate benefits leadership. Personable communicator and presenter with affinity for diplomacy and problem-solving among teams of professionals. Steady advisor to business partners and senior management with world-class approach to employee training. Analytical thinker and quick study, highly adaptable to change. Technically proficient in SAP, HRIS, PeopleSoft and a wide range of business applications, with additional expertise in:

- ◆ Corporate Recruiting & Staffing
- ◆ Mergers & Acquisitions
- ◆ Performance Management
- ◆ Employee Benefits Management
- ◆ Employee Assistance
- ◆ Severance Pay Design
- ◆ Process Development
- ◆ HR Systems Analysis
- ◆ Retirement Plan Management

## SELECTED CAREER ACCOMPLISHMENTS

- Managed the integration of employees resulting from *Kellogg Company* acquisition of *Keebler Company*, including oversight of a recruiting and hiring surge, severance package administration and a reduction in force program.
- Oversaw human resources operations for corporate marketing, finance, and IT groups at Kellogg Snack Division; provided policy for bakery production facilities throughout the U.S.
- Managed administration of all *Keebler Company* retirement plans, the merging of plans of acquired companies into Keebler programs, and participated in due diligence during acquisitions and sale of *Keebler* to *Kellogg*.
- Worked as subject matter expert in design and deployment of PeopleSoft pension systems for *Mercer*.
- Supervised 10 department staff members while managing eight IRS-qualified benefit pension plans with assets over \$3.1 billion for all 80,000 domestic employees at *United Airlines*.

## PROFESSIONAL EXPERIENCE

**MOTOROLA, INC.**, Schaumburg, Illinois  
*Senior Rewards Manager*

*2003 - Present*

- Management of Motorola's defined benefit and defined contribution retirement plans. Responsible for the administration, communication and compliance of all retirement reward programs.
- Responsible for proposing retirement reward program design alternatives to senior management to ensure these programs remain cost competitive, while providing employee value.
- Management and design of Sarbanes-Oxley compliance activities of all of Motorola's global reward programs.
- Management of Motorola's Employee Stock Purchase Plan. Ensure offering periods are communicated and administered flawlessly. Direct ESPP activities globally by partnering and managing non-U.S. reward colleagues.
- Responsible for managing Motorola's financial planning programs. Ensure the financial planning programs remain relevant to Motorola employees and are delivered in various methods, which seek to result in the greatest utilization and value.
- Responsible for managing compliance activities of all domestic reward and compensation programs.

**KELLOGG COMPANY**, Elmhurst, Illinois

1999 – 2003

**Manager of Human Resources (2001 – 2003)**

- Managed total human resource support for the information technology, finance, and marketing functions at Kellogg Snack Division (consisting of the former Keebler Company).
- Managed the recruiting, interviewing and selection process for employee candidates.
- Partnered with leaders of business units for restructuring and evolution; coordinated integration of employee resources within combined business.
- Coordinated benefits, compensation, management assistance, and staff development.
- Investigated employment-related complaints and recommended appropriate actions.
- Managed RIF programs, including the administration of severance pay benefits, for 200 employees, resulting from company merger and optimization.
- Oversaw performance management programs, organization reviews and succession planning.
- Conducted diversity training programs to all exempt and non-exempt employees; led immigration process for non-U.S. new hires; handled special projects and worked in HR-related committees.

**Manager of Retirement Plans** (pre-Kellogg Company acquisition), (1999 – 2001)

- Managed all facets of company's defined benefit plans, defined contribution plans and nonqualified arrangements, as well as retiree benefits (including life and medical benefits).
- Supported and collaborated with senior management in the design of retirement programs; served on the Joint Board of Trustees as management trustee for union retirement plans.
- Oversaw integration of all employee benefits of companies acquired by *Keebler*.
- Ensured retirement plan administration and compliance with applicable IRS regulations.
- Provided significant oral and written communications on a daily basis with employees, retirees and terminated employees regarding benefits and retirement procedures.
- Interfaced daily with outside vendors, including legal counsel, and participants in the administration of the plans and evaluated and develop open enrollment and other plan forms and communications.
- Supervised five department staff members, including a pension supervisor and 401(k) supervisor, in setting overall strategy and organizational design of the human resources department.
- Responsible for department hiring, performance assessments and employee mentoring

**WILLIAM M. MERCER, INC.**, Deerfield, Illinois

1998 – 1999

**Consultant**

- Business analyst in consulting partnership with *PeopleSoft*, providing detailed process and requirements analysis for clients implementing *PeopleSoft* Pension Administration suite.
- Interfaced with internal developers and corporate management teams of such clients as *Union Pacific Railroad*, *Nationwide Insurance*, and *Tricon Global Restaurants* (which includes, for example, KFC, Taco Bell and Pizza Hut).
- Analyzed and identified specific pension requirements based on plan design; translated client requirements into technical specifications and assisted in marketing presentations.

**APOLLO TRAVEL SERVICES** (*United Airlines subsidiary*), Rolling Meadows, Illinois

1997 – 1998

**Retirement Plans Manager**

- Directed activities in design, administration, and communication for Apollo's defined contribution and defined benefit plans, including assurance of efficiency and cost-effectiveness.
- Interfaced with outside vendors, including legal counsel, benefits consultants, record keepers and trustees, while fulfilling all regulatory compliance and fiduciary requirements.
- Managed department staff, including responsibility for department hiring and recruitment.

**UNITED AIRLINES, Chicago, Illinois**

**1990 – 1997**

***Senior Staff Representative, Pension Programs (1995 – 1997)***

- Managed all legal claims under, and ensured regulatory compliance of, defined benefit plans.
- Developed comprehensive knowledge of financial and actuarial pension plan methodologies.
- Participated in selection and development of new pension administration software package.

***Supervisor, Pension Programs (1992 – 1995)***

- Supervised staff of 10 and managed eight retirement plans for domestic employees.
- Responsible for department hiring and staffing, as well as employee performance assessments and mentoring
- Administrated nonqualified retirement arrangements, retiree programs (pre-/post-Medicare entitlements), and retiree life insurance.
- Conducted frequent retirement seminars to employees, retirees, and union representatives.

***Legal Assistant, Law Division (1990 – 1992)***

- Recruited from Olsten Services to support pension, insurance, and human resource departments.
- Reviewed, approved qualified domestic relations orders (QDROs), responded to subpoenas, joinders, garnishments, and IRS levies; assisted in drafting and updating pension and welfare documentation.
- Filed plan-related documentation with the IRS, DOL and other federal agencies.

**OLSTEN SERVICES, Chicago, Illinois**

**1988 – 1990**

***Legal Assistant***

- Worked as independent contractor on short-term assignments for major Chicago law firms, assisting in the preparation of large-scale insurance litigation projects.
- Supervised 8-12 paralegals at a time, providing extensive case management services.

**EDUCATION**

**UNIVERSITY OF ILLINOIS,**  
Springfield, Illinois  
***Master of Arts in Law, 1987***

**ILLINOIS COLLEGE**  
Jacksonville, Illinois  
***Bachelor of Arts in Psychology, 1984***



CITY OF ELMHURST

209 NORTH YORK STREET  
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FAX (630) 530-3014  
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JT

THOMAS D. MARCUCCI  
MAYOR  
PATTY SPENCER  
CITY CLERK  
CHARITY S. PIGONI  
CITY TREASURER  
THOMAS P. BORCHERT  
CITY MANAGER

November 29, 2007

To: Members of the City Council

Re: Appointments to the Commission on Youth - Katie Murray & Susan Chansey

With your advice and consent, I will appoint Ms. Katie Murray, and Ms. Susan Chansey as members to the Commission on Youth for terms expiring on April 30, 2010.

Respectfully yours,

Thomas D. Marcucci  
Mayor

/ds  
Attachments

**Copies To All  
Elected Officials**

11-29-07

12-13-07

# CITY OF ELMHURST APPOINTED OFFICIALS APPLICATION

PLEASE COMPLETE THE FOLLOWING. ATTACH RESUME OR ADDITIONAL SHEETS IF NECESSARY.

NAME: Hattie Murray DATE: Sept 10, 2007

ADDRESS: Breaking Free, 120 Gale St, Aurora, IL 60506

HOME PHONE: 630-649-9682 BUSINESS PHONE: 630-897-1003

E-MAIL ADDRESS: hmmurray1@gmail.com

LENGTH OF RESIDENCY IN ELMHURST: -

## EDUCATIONAL BACKGROUND:

B.A. Social Work  
Illinois State University - 2000

## EMPLOYMENT FIRM AND POSITION:

Breaking Free  
Senior Prevention Specialist

## OTHER CIVIC ACTIVITIES:

POSITION APPLIED FOR: \_\_\_\_\_

Why are you interested in serving on this board or commission? Breaking Free is interested in collaborating with the Elmhurst community in bringing Prevention Services.

What skills would you bring to this position? I have a background in Prevention and have worked with several communities in bringing Best Practice services.

Please list any previous city positions you have held, if any: \_\_\_\_\_

Applications will be considered for one year from the date of submittal. If openings become available, would you object to consideration by the Mayor for appointment to a different board or commission? No

SIGNATURE: Hattie Murray

# CITY OF ELMHURST APPOINTED OFFICIALS APPLICATION

PLEASE COMPLETE THE FOLLOWING. ATTACH RESUME OR ADDITIONAL SHEETS IF NECESSARY.

NAME: Susan Chansey DATE: 11/21/05

ADDRESS: 1625 College Green Dr. Elmhurst 60123

HOME PHONE: 847-987-9495 BUSINESS PHONE: 630-929-2456

E-MAIL ADDRESS: SChansey@ymcachgo.org

LENGTH OF RESIDENCY IN ELMHURST: work in Elmhurst.

EDUCATIONAL BACKGROUND:

Exercise Sport Science degree with PE K-12 Health certificates.

EMPLOYMENT FIRM AND POSITION:

Elmhurst YMEA Youth & Family Director

OTHER CIVIC ACTIVITIES:

NONE

POSITION APPLIED FOR:

Youth Commission

Why are you interested in serving on this board or commission? Since I work closely with

youth at the Elmhurst YMEA I think it would be interesting & I could

What skills would you bring to this position? youth programming, marketing, <sup>bring also</sup> <sub>at exper</sub>

technical skills, and various other skills.

Please list any previous city positions you have held, if any: NONE

Applications will be considered for one year from the date of submittal. If openings become available, would you object to consideration by the Mayor for appointment to a different board or commission? yes

SIGNATURE: Susan Chansey



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THOMAS D. MARCUCCI  
MAYOR  
PATTY SPENCER  
CITY CLERK  
CHARITY S. PIGONI  
CITY TREASURER  
THOMAS P. BORCHERT  
CITY MANAGER

November 29, 2007

To: Members of the City Council

Re: Appointment to the Senior Citizens Commission – Ms. Kris Hansen

With your advice and consent, I will appoint Ms. Kris Hansen (see attached application and resume) to the Senior Citizens Commission for a term that will expire on April 30, 2010.

Respectfully yours,

Thomas D. Marcucci  
Mayor

TDM/ds  
Attachment

Copies To All  
Elected Officials

11-29-07

12-13-07

# CITY OF ELMHURST APPOINTED OFFICIALS APPLICATION

PLEASE COMPLETE THE FOLLOWING. ATTACH RESUME OR ADDITIONAL SHEETS IF NECESSARY.

NAME: Kris Hansen DATE: 4-11-07

ADDRESS: 434 Sunnyside Elmhurst

HOME PHONE: 630 941-3804 BUSINESS PHONE: 630 408-8093

E-MAIL ADDRESS: kahansen434@yahoo.com

LENGTH OF RESIDENCY IN ELMHURST: 16 years in June

### EDUCATIONAL BACKGROUND:

BS- Northern Illinois U - major Journalism/PR  
MA- Northern Illinois U - major Journalism/PR

### EMPLOYMENT FIRM AND POSITION:

HPD Cambridge, Inc / Inland Realty as  
Community Relations Dr

### OTHER CIVIC ACTIVITIES:

member - Elmhurst Chamber of Commerce;  
Elmhurst Women's Club; President of state of IL Continuity  
of Care Organization; Volunteer - Alzheimer's Assoc

POSITION APPLIED FOR: Senior Services Commission

Why are you interested in serving on this board or commission? To share my knowledge  
of senior services and help the commission to develop  
needed services for the seniors of Elmhurst.

What skills would you bring to this position? My knowledge of area senior  
resources and community-based services and 14+ years  
of working with seniors.

Please list any previous city positions you have held, if any: None

Applications will be considered for one year from the date of submittal. If openings become available, would you object to consideration by the Mayor for appointment to a different board or commission? yes

SIGNATURE: Kristine A. Hansen

✓

KRIS HANSEN  
434 Sunnyside  
Elmhurst, Illinois 60126

630.941.3804  
cell 630.408.8093  
kahansen434@yahoo.com

## PROFESSIONAL EXPERIENCE

- 2006 to present      HPD Cambridge, Inc. (based in St Louis, MO) Senior Independent Living developments  
Community Relations Director  
-coordinated community outreach for 4 developments  
-organized special events with community corporate partners
- 1993 to 2006      ITEX, Lincolnwood, IL – a group of skilled nursing facilities  
Corporate Marketing Director  
-coordinated/assisted with all marketing and advertising, community relations, referral development and special events  
-produced quarterly newsletters and collateral materials  
-analyzed admission trends and competition
- 1990 to 1992      INGALLS HOSPITAL, Harvey, IL – community hospital  
Special Projects Manager/Department of Psychiatry  
-coordinated all marketing activities, seminars and Speakers Bureau  
-coordinated internal capital expenditure projects  
-produced department newsletter and collateral materials  
-revamped acuity levels and productivity monitoring system  
-supervised patient sitter registry
- 1989 to 1990      PARKWAY HOSPITAL OF MADISON, Madison, WI –  
psychiatric/substance abuse hospital  
Director of Marketing  
-supervised all referral development activity  
-supervised all print and broadcast advertising  
-initiated annual, quarterly and monthly marketing action plans  
-coordinated quarterly community seminars and newsletters

- coordinated professional seminars
- supervised sales and administrative positions

1986 to 1989 SOUTH FULTON HOSPITAL, Atlanta, GA –  
 Director of Marketing and Public Relations  
 -supervised ad agency for all print and broadcast advertising  
 -supervised annual budget of \$1 million  
 -coordinated all media relations and interviews  
 -supervised crisis management  
 -coordinated 25<sup>th</sup> anniversary celebration

1985 WEMMERS COMMUNICATIONS, Atlanta, GA – public  
 relations/marketing/advertising agency  
 Account Executive

1984 to 1985 KUPPENHEIMER, Atlanta, GA – menswear retailer  
 Public Relations Director

1978 to 1983 MARSHALL FIELDS, Chicago, IL – department store  
 Public Relations Manager  
 -coordinated all media requests and VIP schedules  
 -published bi-monthly employee newsletter  
 -worked with Mayor's Office of Special Events

1973 to 1978 JOHN G SHEDD AQUARIUM, Chicago, IL –  
 Public Relations Assistant  
 -coordinated media requests and speakers bureau

## EDUCATION

BS Northern Illinois University – Journalism  
 MA Northern Illinois University – Journalism



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MAYOR  
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CITY TREASURER  
THOMAS P. BORCHERT  
CITY MANAGER

December 4, 2007

TO: Mayor Marcucci and Members of the City Council

RE: Bid, 2007 Sanitary Sewer CIPP Lining Project

In response to an invitation to bid for the 2007 Sanitary Sewer CIPP Lining Project advertised in the Elmhurst Press on Friday, November 2, 2007, bids were received from six area contractors.

Bids were opened at 10:00 a.m. on Tuesday, December 4, 2007, and following is a summary of the bids received:

<u>Contractor</u>	<u>Total Base Bid</u>	<u>Total Optional Work</u>
American Pipelines, Inc. (West Chicago, IL)	\$501,425.00	\$281,075.00
Insituform Technologies USA, Inc. (Chesterfield, MO)	\$653,487.00	\$178,069.50
Visu-Sewer of Illinois, LLC (Bridgeview, IL)	\$667,820.25	\$176,715.00
Michels Corporation (Brownsville, WI)	\$752,032.50	\$212,630.00
Kenny Construction Company (Northbrook, IL)	\$1,067,235.00	\$279,460.00
New Hope Pipeliners, LLC (Hackettstown, PA)	\$1,227,480.00	\$496,775.00

Respectfully submitted,

Patty Spencer  
Patty Spencer  
City Clerk

TT



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THOMAS D. MARCUCCI  
MAYOR  
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CITY TREASURER  
THOMAS P. BORCHERT  
CITY MANAGER

December 3, 2007

To: Mayor Marcucci and Members of the City Council

Re: Elmfest 2008

It is respectfully requested that the attached correspondence from the Elmhurst Chamber of Commerce and Industry regarding Elmfest 2008 be referred to the Public Affairs and Safety Committee for review. It is requested that the Committee report back to the City Council with their recommendations.

Respectfully submitted,

Thomas P. Borchert  
City Manager

TPB/ds  
Attach.

/Copies To All  
Elected Officials  
12-13-07



## Memorandum

To: Public Affairs and Safety Committee  
Elmhurst City Council

From: John R. Quigley *JRQ*  
General Chairperson, Elmfest 2008 Steering Committee  
President & CEO, Elmhurst Chamber of Commerce & Industry

Re: Approval of Dates for Elmfest 2008

Date: November 28, 2007

On behalf of the Elmhurst Chamber of Commerce & Industry and Elmfest 2008 Steering Committee, I am requesting the approval of Public Affairs and Safety Committee of the Elmhurst City Council to celebrate the 26<sup>th</sup> Anniversary of Elmfest in the streets of downtown Elmhurst from Thursday through Sunday, June 12-15. The festival proper will run on Friday and Saturday from 11:00 a.m. to 11:00 p.m. and Sunday from 12:00 noon to 5:00 p.m.

As in the past, Elmfest will open on Thursday with the Elmhurst Jaycees-sponsored Spectacular Midways Carnival on First Street between York Street and Maple Avenue from 6:00 to 10:00 p.m. At 4:00 p.m., northbound traffic at York and the Metra crossing will be rerouted east on Park Avenue and north on Haven Road, and vehicular access on Addison Avenue south of Second Street will stop at the eastside alley north of First.

As started in 2006, a charity fundraiser will be held on Thursday from 7:00 to 10:00 p.m. (9:00 p.m. music curfew) in the Comcast Entertainment Center in the municipal parking lot on the west side of Addison between First and Second. The lot's Permit Parking section will close at 12:01 a.m. and the 3-Hour Free Shopper Parking will close at 3:00 p.m. to allow for set-up. The adjacent on-street parallel parking spaces will be closed to provide a pedestrian safety barrier.

Addison between First and Second will close on Friday at 1:00 a.m. for overnight set up of Vendor Midway tents (Special Events Rental) and electrical (Prospect Electric), in time for food, business and not-for-profit vendors to check in at 8:00, 9:00 and 10:00 a.m., respectively.

York between Schiller and First and First between York and First between York and Commerce Parkway will close on Friday at 1:00 a.m. for overnight set up of the Fifth Third Bank City Centre Stage, climbing wall, pony rides and other Family Attractions.

Thanks in advance for your consideration.

Cc: Elmfest Steering Committee

RECEIVED

NOV 30 2007

CITY OF ELMHURST

TT



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THOMAS P. BORCHERT  
CITY MANAGER

December 4, 2007

To: Mayor Marcucci and Members of the City Council

Re: Nana's Hot Dogs & Italian Beef and Nana's PastaRante' Liquor  
License Request

Enclosed please find a request from Nana's Hot Dogs & Italian Beef and Nana's PastaRante' for a "RSB" beer and wine liquor license on the property at 856 N. York Road. It is respectfully requested that the City Council authorize the Public Affairs and Safety Committee to consider this request and make subsequent recommendation for City Council consideration.

Respectfully submitted,

Thomas P. Borchert  
City Manager

/ds  
Attachments

**Copies To All  
Elected Officials**  
12-13-07

Mr. Tom Borchert  
November 29, 2007  
Village Manager  
Elmhurst, Illinois

Dear Mr. Borchert,

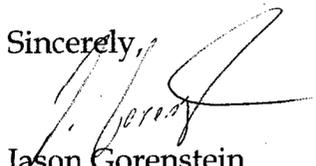
My name is Jason Gorenstein, I am the business partner of Nicole Battaglia. Nicole and I are planning on opening up a dual business here in Elmhurst. The location of the new business venture is 856 N. York Rd. The name of the business is Nana's Hot Dogs & Italian Beef and Nana's PastaRante'. Nicole Battaglia is the daughter of Frank Battaglia who is the founder of the Original Nana's Hot Dogs in Streamwood and Nana's Catering Concepts and Nana's Pasta Grille both formally located in Elmhurst.

Nana's will be composed of 2 different themed restaurants. Nana's Hot Dogs and Italian Beef will keep the integrity of original Chicago style hot dog stands. Everything is exposed right in front of you, being specialized and traditional on what Chicago dogs was built on. Nana's PastaRante' will have the feel of a nice little Italian restaurant. Also with an exposed kitchen, we want to offer white table cloth cuisine in a semi fast food operation.

We are applying for a liquor license mainly to facilitate and compliment our PastaRante concept. We especially feel from our past experience at Nana's Pasta Grille ( we did not serve beer & wine), that having the ability to serve both beer and wine tableside, is a necessary element to the overall experience and success of the business.

If you have any other questions or concerns, please feel free to contact me for I will be more than happy to assist you in expediting our request.

Sincerely,



Jason Gorenstein  
847.561.5497

NANA'S PASTARANTE' (Sample Menu) price range: \$8-\$12 per item

PASTA

Rigatoni w/Pomodoro  
Penne Arrabiatto

Spaghetti w/broccoli Aglio Olio  
Angel Hair w/spinach and shrimp

Shells w/ Nana's House Sauce (Ground sirloin, mushrooms, wine, romano chesse)  
Ziti Grabucca- grilled chicken, potatoes, onion, zucchini, mushrooms

Cavetelli Vodka  
Tri Color Linguine w/clam sauce (red or white)

Penne al Tonna  
Cheese Ravioli

SANDWICHES

Chicken Club  
Grilled Tuna  
Steak Sandwich  
Parmesan

Chicken  
Eggplant

BBQ Chicken  
Grilled Portabella  
Gourmet Burger  
Foccacia

Italian Poor Boy  
Turkey  
Grilled Veggie

SALADS

Chopped  
Caesar/Chx. Caesar  
House Salad

Mission Fig-Baby Greens  
BBQ Chx. Salad  
Caprese Salad

APPETIZERS

Calamari- fried or grilled  
Antipasto  
Spinach Soup- w/tiny meatballs  
Homemade Chips

Bruschetta  
Zuccuni- fried or grilled  
Soup of the Day  
Wood Burning Oven Pizza

MANAGEMENT

The Operators will be responsible for everything involving the restaurants and the business. Some of the responsibilities of the Operators include, but are not limited to:

- Representing the business in Elmhurst creating a presence as Nana's
- Recognizing trends in the area that Nana's should take advantage of
- Recommending specials and promotions that will be successful in our market
- Overseeing all staff and insuring that a high level of quality is maintained

**NANA'S PROJECT**

856

~~865~~ N. York Road  
Elmhurst, IL 60126

# EXECUTIVE SUMMARY

## OPERATORS AND MANAGEMENT

The operators of Nana's have over a combined 50 years of experience in the hot dog and restaurant industry. Frank Battaglia started the family owned business Nana's Hot Dogs in Streamwood, IL in 1973. Nana's quickly became one of the leading Hot Dog & Italian Beef fast food leaders in the Chicagoland area. According to Vienna Manufacturing Co., the Streamwood store was in the top 10% in sales of over 1,800 of their customer based locations. Nana's begun to do catering in 1977 as a compliment to the already successful fast food business. As the catering business grew, so did the menu. After 5 years, Nana's catering concepts developed into a full service Catering Co., servicing not only residential costumers but institutions and corporate as well. In 1997, Nana's Catering moved to Elmhurst, IL opening up a state of the art kitchen. Nana's Pasta Grille opened in 1998 right next door to Nana's Catering Concepts. The Pasta Grille quickly became one of the areas most popular lunch and dinner locations. Due to a serious family illness, the Battaglia family decided to close or sell all of their locations. Jason Gorenstein started his restaurant career in 1995 at Old Chicago Restaurant in Madison, Wisconsin, while attending the University of Wisconsin. Over the past 12 years, Jason has worked in all aspects of the industry, from fast food to fine dining, server positions to management, and management to ownership. Before this project, he recently sold his restaurant/bar called Solstice in the Lincoln Park neighborhood of Chicago. Nicole Battaglia, who is the daughter of Frank Battaglia, was born and raised in the restaurant business. From 8th grade to the present (she is currently the day manager at Gene & Judes Hot Dogs in River Grove, IL), Nicole has worked and managed both Nana's Hot Dogs and Nana's Pasta Grille. Through her knowledge, experience and leadership, Nicole together with Jason Gorenstein as owners and operators of the new Nana's Hot Dogs and Italian Beef and Nana's PastaRante' will make both venues highly successful.

## CONCEPT

Nana's will be composed of 2 different themed restaurants. Nana's Hot Dogs and Italian Beef will keep the integrity of original Chicago style hot dog stands. Everything is exposed right in front of you, being specialized and traditional on what Chicago dogs was built on. Nana's PastaRante' will have the feel of a nice little Italian restaurant. Also with an exposed kitchen, we want to offer white table cloth cuisine in a semi fast food operation.

## TARGET MARKETS

Nana's is located in the Elmhurst community on York Road in between 290W and Grand Ave. Elmhurst has many surrounding commercial businesses as well as a huge residential community. Nana's will target the professionals who work in the area along with the neighborhood residents.

## FOOD

NANA'S HOT DOG AND ITALIAN BEEF (Sample Menu) price range: \$2-\$5 per item

Hot Dog w/ fries

Italian Beef- 6 inch loaf

Regular beef

Mini beef

Cheesy beef- either mozz. or mozz/prov. Combo

Italian Sausage- pan fried

The Combo- beef/sausage

Polish Dog

Chili Dog

Hot Tamales

Fries-

Regular

Cheese

Chili

Cup of Chili

Extras-

Sweet Peppers

Hot Peppers

Cheese

Beverages-

Fountain

Jet Spray

Root Beer Dispenser

Shakes/Malts/Floats

Italian Ice

## ESTIMATED PROJECT COST

Rent (2 month security deposit)	\$24,000.00
Renovation	\$150,000.00
Inventory	\$200,000.00
Miscellaneous Costs	\$25,000.00
Opening Day Cash Reserves	<u>\$50,000.00</u>
<b>Total</b>	<b>\$449,000.00</b>

## PROJECTED YEARLY COSTS

<u>ITEM</u>	<u>ESTIMATED</u>
<u>YEARLY TOTAL</u>	
Gas	\$30,000.00-\$36,000.00
Electric	\$30,000.00-\$36,000.00
Phone & Internet	\$1,800.00
Garbage	\$1,800.00-\$2,100.00
Pest Control	\$1,200.00
Grease Trap	\$500.00
Alarm	\$600.00
Marketing	\$3,600.00
Maintenance & Repairs	\$2,500.00-\$5,000.00
Insurance	\$10,000.00
 Rent (Year 1.....assume 3% increase per year)	 \$144,000.00
 Licenses	
Food	
Liquor	
Outdoor Patio	
 Payroll (Including Operator's salary)	 <u>\$300,000.00</u>
 <b>Total</b>	 <b>\$526,000.00-\$540,800.00</b>



## CITY OF ELMHURST

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

THOMAS D. MARCUCCI  
MAYOR  
PATTY SPENCER  
CITY CLERK  
CHARITY S. PIGONI  
CITY TREASURER  
THOMAS P. BORCHERT  
CITY MANAGER

December 10, 2007

To: Mayor Marcucci and Members of the City Council

Re: WWTP Digester Gas Siloxane Removal Filter

The Public Works and Buildings Committee met on December 10, 2007 to discuss purchase of a gas scrubbing system to remove abrasive and damaging silica compounds from the methane gas generated at the wastewater treatment plant. The process is a proprietary process marketed by Applied Filter Technologies (AFT) of Snohomish Washington.

Several years ago staff at the plant noticed advanced wear on the engine generator fueled with digester methane. Previously this unit had operated without maintenance problems for years. During the repairs it was discovered that the engine components were coated with a thin film of abrasive material that was found to be a silica compound. Simultaneously staff were hearing of similar conditions from other facilities using methane produced by anaerobic digestion at other treatment facilities. Soon papers were being presented at various professional meetings describing silica compounds called siloxanes being implicated with equipment failures especially when methane gas is used.

Siloxanes have become a popular additive in a number of personal care products ranging from hair care, body lotions and toothpaste. The Food and Drug Agency does not regulate these compounds because they easily breakdown when exposed to light and oxygen. Unfortunately those two conditions do not exist in an anaerobic environment so the siloxanes persist.

Silica compounds can be selectively filtered from the methane making the gas usable again for generating electricity. Staff explored a few alternative processes and settled for the filtering process manufactured by AFT. The AFT process is designed specifically for digester gas and will be sized for the quantity of gas needed to fuel the generator. The filtration process itself is a passive process simply passing the gas through a carbon filter media that is laced with a proprietary catalyst that removes the silica. Monthly testing of the gas will determine how often the filter media will need to be replaced. AFT technicians will travel to the plant to remove and replace the media as needed. The spent media is taken to an AFT facility to be rejuvenated for reuse. Other processes investigated by staff require significant energy input to both cool the methane gas to condense moisture from the gas then heat the gas to precipitate the silica contaminates. The added energy significantly impacts the cost/ benefits of the energy recovery from the methane. Also the AFT process is being used by many facilities throughout North America with several in Illinois alone. One of those sites is at the Rock River Water

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12-13-07

Mayor Marcucci and Members of the City Council  
"WWTP Digester Gas Siloxane Removal Filter"

Reclamation Facility (RRWRF) in Rockford Illinois. Staff visited that facility and extensively reviewed the process and its success at the RRWRF. The AFT process has been in use at RRWRF for three years with no subsequent damage to the three engine generators operated at that plant. Staff have also checked the operation of this process at other facilities and found those plants to be satisfied with the installations and the efficiency of the process.

Because of the proprietary nature of this process there is only a single vendor available for pricing.

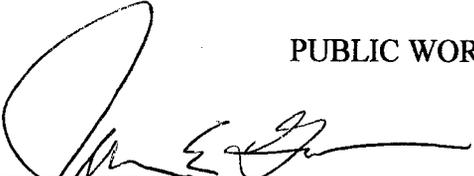
Costs for the equipment and support are;

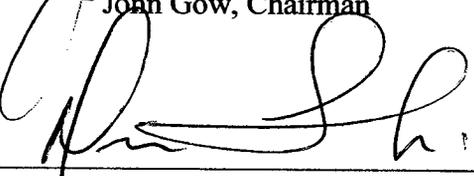
Filtration system-	\$67,800
Media cartridge-	\$ 3,360
1 day start-up-	\$ 2,000
Total-	<u>\$73,160</u>

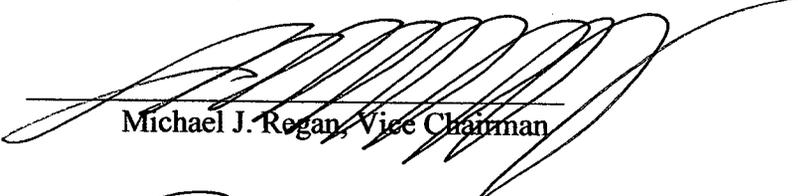
It is the recommendation of the Public Works and Buildings Committee that the materials be purchased from Applied Filter Technologies for a total of \$73,160. Funds for this project are budgeted in the capitol expenditures budget, 510-6057-502.80-20. The 2007/2008 projected budget for this project is \$94,000.

Installation of the equipment will proceed after delivery. Costs are expected to be in the range of \$8,000 to \$12,000. Proposals will be solicited after the equipment is on site.

Respectfully submitted,  
PUBLIC WORKS AND BUILDINGS COMMITTEE

  
\_\_\_\_\_  
John Gow, Chairman

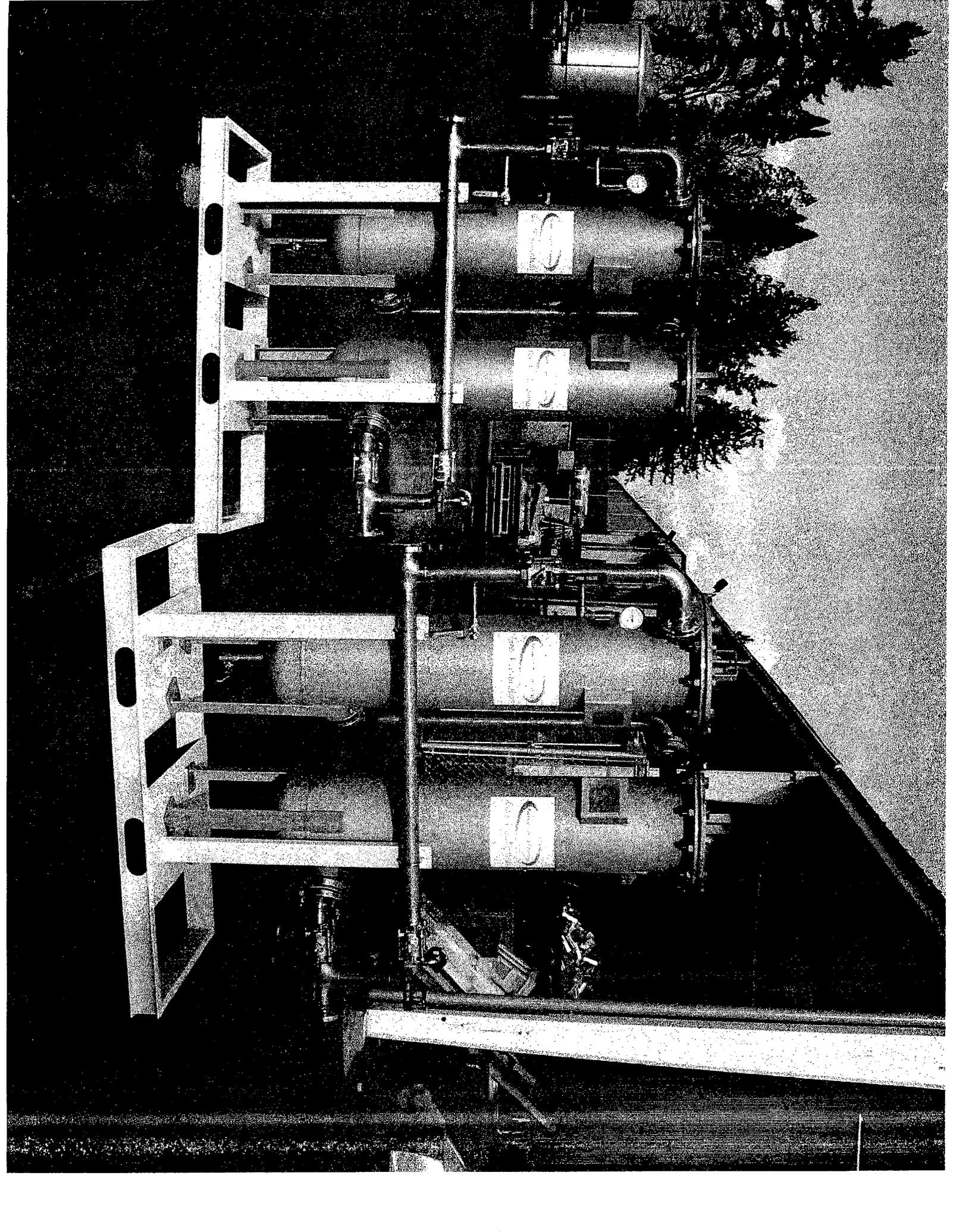
  
\_\_\_\_\_  
Donna Lomnicki

  
\_\_\_\_\_  
Michael J. Regan, Vice Chairman

  
\_\_\_\_\_  
Pat Shea

cc: P.W. and  
Bldg. Comm.

Mayor TPB  
Hughes Strickland  
12-06-07





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

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CITY TREASURER  
THOMAS P. BORCHERT  
CITY MANAGER

December 10, 2007

TO: Mayor Marcucci and Members of the City Council

RE: Bid for 2007/2008 Sanitary Sewer CIPP Lining Project

The Public Works and Buildings Committee met on Monday, December 10, 2007 to discuss bids for the 2007/2008 Sanitary Sewer CIPP Lining Project. An invitation to bid was sent to numerous qualified contractors and advertised in local area newspapers. The bid contained two (2) separate parts; Base Bid Project and Optional Project work. The six (6) bids that were received are summarized below:

<u>Contractor</u>	<u>Base Bid</u>	<u>Optional Work</u>	<u>Grand Total</u>
Insituform Technologies (Chesterfield, MO)	\$653,487.00	\$178,069.50	\$831,556.50
Visu-Sewer Clean & Seal (Bridgeview, IL)	\$667,820.25	\$176,715.00	\$844,535.25
Michels Pipe Services (Brownsville, WI)	\$752,032.50	\$212,630.00	\$964,662.50
American Pipe Liners (West Chicago, IL)	\$722,367.50	\$281,075.00	\$1,003,442.50
Kenny Construction (Northbrook, IL)	\$1,067,235.00	\$279,460.00	\$1,346,695.00
New Hope Pipe Liners (Hackettstown, PA)	\$1,227,480.00	\$496,775.00	\$1,724,255.00

The bid request defined the method and process for furnishing all labor, materials, tools, equipment, and incidentals, necessary to provide for the complete rehabilitation of deteriorated gravity sewer lines through the use of the Cured-in-Place-Pipe (CIPP) process. Base Bid Project contains 19,320 feet of sanitary sewer targeted for rehabilitation. Optional Project work areas total 3,365 feet of sanitary sewer pipe, for a grand total of 22,685 feet scheduled for lining. A map of the areas to be lined is attached.

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12-13-07

cc: P.W. and  
Bldg. Comm.

Map TPB  
Hughes Strickler  
12-6-07

Page 2

TO: Mayor Marcucci and Members of the City Council  
RE: **Bid for 2007/2008 Sanitary Sewer CIPP Lining Project**

The CIPP process is defined as the rehabilitation of gravity sewer pipe by the installation of a flexible polyester felt fiber tube, vacuum impregnated with a polyester thermosetting resin, having an impermeable inner surface. The impregnated tube is formed to the host pipe by means of a water column. Curing is accomplished by circulating hot water throughout the length of the tube in accordance with the manufacturer's curing schedule. When cured and complete, the rehabilitated pipe shall be a structurally sound, impermeable, joint-less pipe, which is effectively a "pipe-within-a-pipe."

All preparatory activities, including pre-televising and cleaning is incidental to the work. Sewer service reinstatements and any other work required for the proper installation of the CIPP system is also included in the bid amount.

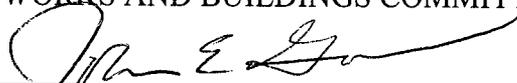
The low bidder on this project is Insituform Technologies USA, Inc. of Lemont, Illinois. Insituform Technologies has previously worked for the City and has completed this type of work in a timely and satisfactory manner.

Funds have been provided in the 2007/2008 Budget, Municipal Utility Fund, Sanitary Sewer Replacement/Lining Program, account number 510-6056-502-80-13, in the amount of \$950,000 for the contractual rehabilitation of sewers.

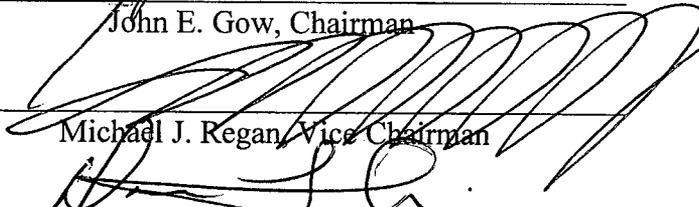
It is, therefore, the recommendation of the Public Works and Buildings Committee that the bid, submitted by Insituform Technologies USA, Inc., for both the Base Bid and the Optional Project work, in the amount of \$831,556.50, be accepted.

Respectfully submitted,

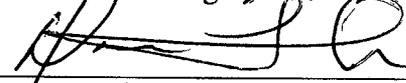
PUBLIC WORKS AND BUILDINGS COMMITTEE



John E. Gow, Chairman



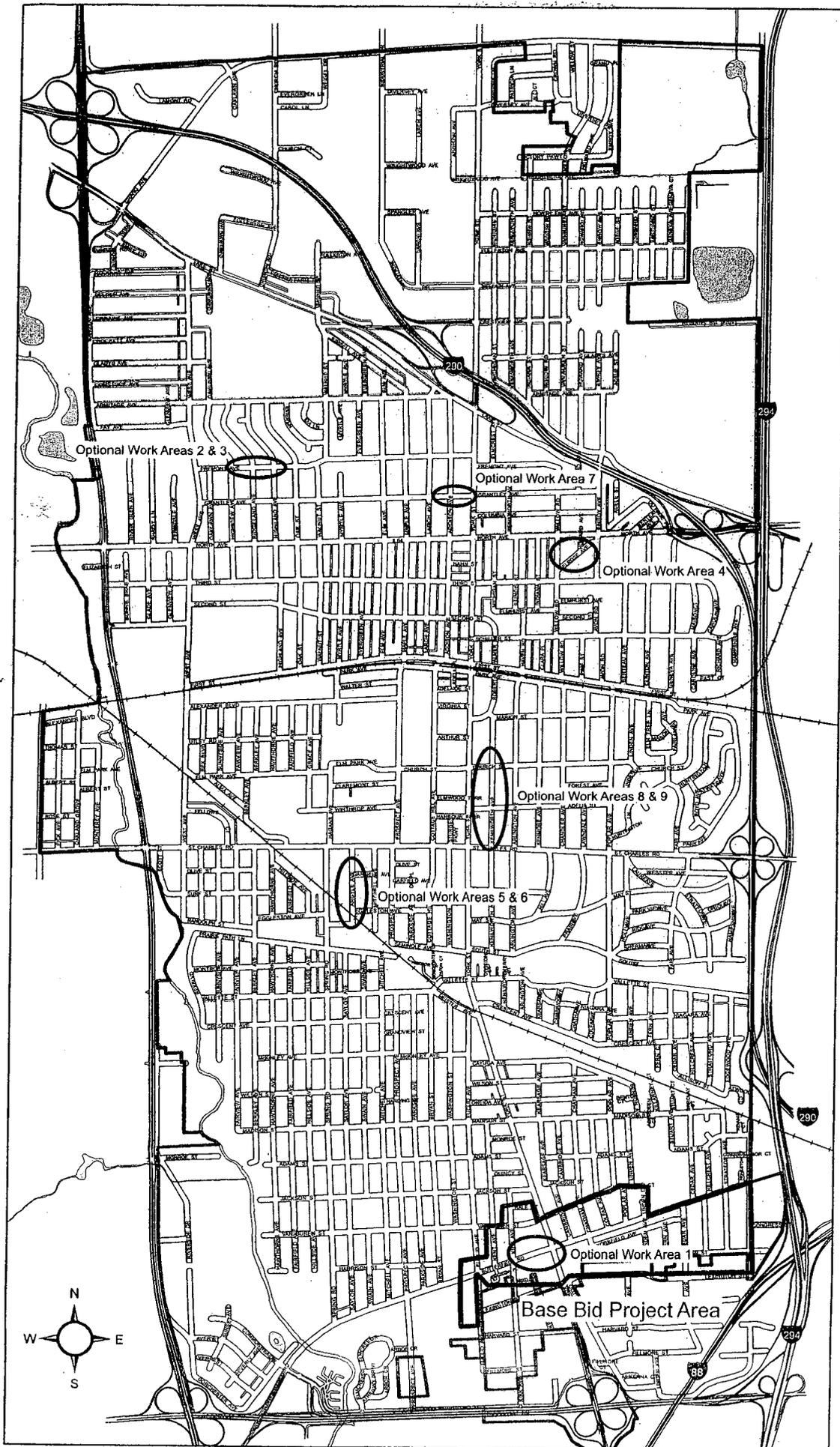
Michael J. Regan, Vice Chairman



Donna Lomnicki



Pat Shea





# CITY OF ELMHURST

209 NORTH YORK STREET  
ELMHURST, ILLINOIS 60126-2755  
(630) 530-3030  
FAX (630) 530-3127

THOMAS D. MARCUCCI  
MAYOR  
PATTY SPENCER  
CITY CLERK  
CHARITY S. PIGONI  
CITY TREASURER  
THOMAS P. BORCHERT  
CITY MANAGER

December 10, 2007

To: Mayor Marcucci and Members of City Council

Re: Elmfest 2008 Chamber of Commerce Request

The Public Affairs and Safety Committee met on December 10, 2007, to review the request from the Chamber of Commerce & Industry for Elmfest 2008 to be held in the streets of downtown Elmhurst from Thursday through Sunday, June 12 - 15, 2008. The festival proper will run on Friday and Saturday from 11:00 a.m. to 11:00 p.m. and Sunday from 12:00 noon to 5:00 p.m.

As in the past, Elmfest will open on Thursday, June 12 with the Elmfest Jaycees-sponsored Spectacular Midways Carnival on First Street between York Street and Maple Avenue from 6:00 to 10:00 p.m. At 4:00 p.m., northbound traffic at York Street and the Metra crossing will be rerouted east on Park Avenue and north on Haven Road, and vehicular access on Addison Avenue south of Second Street will stop at the eastside alley north of First Street.

As in 2007, a charity fundraiser will be held on Thursday, June 12 from 7:00 to 10:00 p.m. (9:00 p.m. music curfew) in the Comcast Entertainment Center in the municipal parking lot on the west side of Addison Avenue between First Street and Second Street. The lot's Permit Parking section will close at 12:01 a.m. and the 3-Hour Free Shopper Parking will close at 3:00 p.m. to allow for set-up. The adjacent on-street parallel parking spaces only will be closed to provide a pedestrian safety barrier.

Addison Avenue between First Street and Second Street will close on Friday, June 13 at 1:00 a.m. for overnight setup of Vendor Midway tents and electrical for food, business and not-for-profit vendors. Also at that time York Street between Schiller Street and First Street will be closed for the set up of the Fifth Third Bank City Centre Stage, climbing wall, pony rides and other family attractions.

Elmfest continues to be a very popular event attended by large numbers of people from Elmhurst and the surrounding communities. The Police, Fire and Public Works

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12-13-07

**PUBLIC AFFAIRS &  
SAFETY COMMITTEE**

Mayor TPB HJS  
Copy Newsman Spencer  
12-06-07

Page two

December 10, 2007

To: Mayor Marcucci and Members of the City Council.

RE: Elmfest 2008

Departments will work with the Chamber of Commerce to formalize booth and fencing layouts to assist in ensuring emergency vehicle access and pedestrian safety.

It is therefore, the recommendation of the Public Affairs and Safety Committee that the City Council authorize the Elmhurst Chamber of Commerce to hold the Elmfest Celebration on June 12, 13, 14 and 15, 2008 in the downtown area along with the Jaycees Midway Carnival.

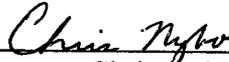
Respectfully submitted  
Public Affairs and Safety Committee



Mark A. Mulliner, Chairman



Michael Bram, Vice Chairman



Chris Nybo

MDK/ec

Agenda/PA&S/2007Reports/Elmfest 2008

TT

# CITY OF ELMHURST



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ELMHURST, ILLINOIS 60126-2759  
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www.elmhurst.org

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THOMAS P. BORCHERT  
CITY MANAGER

December 11, 2007

TO: Mayor Marcucci and Members of City Council

RE: Smoke Free Illinois Act

The Public Affairs and Safety Committee met on December 10, 2007 to review a recommendation from the Police Chief and City Attorney regarding the adoption of an ordinance regulating smoking in the same manner as the Smoke Free Illinois Act. The Act takes effect January 1, 2008. The Act will prohibit smoking in places of employment, bars, restaurants and other public places as defined in the Act.

The purpose of an ordinance regulating smoking is two-fold. First, the City's existing ordinance provisions regulating smoking are not as strict as the Act. Even though such provisions would be preempted by the Act, it was thought best to repeal them to avoid any confusion. Second, Chief Neubauer wanted to have an efficient means of enforcing smoking regulations; by adopting an ordinance, the City can avoid the time and money that would otherwise be expended in enforcing state law. Charges of violating the state law would entail a court appearance by both the defendant and police officer in every case. By adopting an ordinance, violations can be handled by the issuance of a citation, the fine for which could simply be paid at City Hall as is done with similar code enforcement citations. This avoids the need to prosecute the violations in Field Court. Of course, anyone wishing to contest the charge could request a court date; the City could also do it if wished, although that typically is done only when there is a multiplicity of charges.

The Act allows home rule units to adopt ordinances regulating smoking that are no less restrictive than the regulations in the Act. The attached draft ordinance would be more restrictive than the Act in that it would impose penalties for 1) the failure to post "No Smoking" signs and the failure to remove ashtrays; 2) smoking in college dormitories; and 3) smoking in areas outside a building (such as a courtyard) that are designated as "No Smoking" areas by the building owner. The Act imposes no penalties for such violations. Fines for other smoking violations are the same as set forth in the Act. A copy of the draft ordinance and a summary thereof are attached.

It is therefore, the recommendation of the Public Affairs and Safety Committee that the Council adopt an ordinance version of the Smoke Free Illinois Act and that the City Attorney be directed to put the draft ordinance in final form.

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12-13-07

Respectfully submitted  
Public Affairs and Safety Committee

Mark A. Mulliner, pd  
Mark A. Mulliner, Chairman

Michael Bram, pd  
Michael Bram, Vice Chairman

Chris Nybo, pd  
Chris Nybo

MDK/ec

Executive Summary

**25.14** This proposed ordinance would delete Section 25.14 (Fire Prevention Code, Smoking in Public Places) of the Elmhurst Municipal Code. The Illinois Smoke Free Act becomes effective on January 1, 2008 and the Act prohibits local regulation of smoking that is less restrictive than the Act. It is clear that Section 25.14 is less restrictive than the Act, and therefore, should be deleted.

**51.63**

- (a) This section adopts the Smoke Free Illinois Act ("Act").
- (b) This section allows local law enforcement officers to issue citations to persons who violate the provisions of the Act.
- (c) This section provides that the burden of proof for a violation of the Act shall be by a preponderance of the evidence.

**51.64**

- (a) This section establishes the definitions for terms used throughout the ordinance including a "Public Place" (the portion of any building or vehicle used by and open to the public, regardless of whether the building or vehicle is publicly or privately owned), "Place of Employment" (any area under the control of a public or private employer that employees are required to enter, leave or pass through during the course of employment), and "Private Residence" (the part of any structure used as a dwelling).
- (b) This section prohibits smoking in public places, places of employment and government vehicles. It also prohibits smoking within 15 feet of any entrance to a public place or place of employment or other properly designated non-smoking area.
- (c)
  - (1) This section requires "No Smoking" signs to be posted in each public place and place of employment where smoking is prohibited.
  - (2) This section requires signs to be posted at every entrance to a public place and place of employment clearly stating that smoking is prohibited.
  - (3) This section requires ashtrays to be removed from any area where smoking is prohibited.
- (d) This section prohibits smoking in student dormitories that are utilized by a public or private institution of higher learning.
- (e) This section allows employers, owners and operators of public places or places of employment to designate non-enclosed areas as non-smoking areas so long as proper signs are posted in those areas.

(f) This section exempts the following areas from smoking prohibitions:

(1) Private residences unless the residence is used to provide licensed child care or other similar social service care on the premises.

(2) Retail tobacco stores in operation prior to January 1, 2008 and retail tobacco stores that begin operation after January 1, 2008 so long as they are located in a freestanding structure occupied solely by the business and smoke from the business does not migrate into an enclosed area where smoking is prohibited.

(3) Private or semi-private rooms in nursing homes and long-term care facilities where all persons in the room have requested to be placed in a room where smoking is permitted.

(4) Not more than 25% of contiguous private sleeping rooms in a hotel or motel.

(g)

(1) This section authorizes the City to issue citations for violations of the ordinance.

(2) This section explains that each day a violation occurs or continues is considered a separate citable offense.

(3) This section authorizes settlement of a violation of the ordinance by payment to the City of a dollar amount that is based upon the number of prior violations by the same person and the time of payment. These dollar amounts are within the guidelines set forth by the Smoke Free Illinois Act.

NOTE: The Smoke Free Illinois Act authorizes the issuance of citations only for persons who smoke in public places, places of employment, and government vehicles and to persons who own or operate a public place or place of employment and allow smoking in a prohibited area.

The Act does not authorize the issuance of citations for violations of other provisions of the Act, namely, failure to post "No Smoking" signs in public places and places of employment where smoking is prohibited; failure to remove ashtrays from any area where smoking is prohibited; smoking in student dormitories; and smoking in public places or places of employment that are designated as non-smoking areas by employers, owners and operators of such public places or places of employment.

This section, however, authorizes the City to issue citations for the violation of any and all provisions of this proposed ordinance.

(h) This section authorizes the City to institute an action in court to enjoin the violations of this proposed ordinance.

(i) This section prohibits discrimination against any person who exercises their rights under the ordinance.

(j) This section provides that in the event a court invalidates any portion of this ordinance, the remaining portions of the ordinance will remain in effect.

(k) This section prohibits smoking within 15 feet from entrances, exits, windows that open, and ventilation intakes that serve an area where smoking is prohibited so as to ensure that tobacco smoke does not enter the area through these means.

**DRAFT**

MCO - 2007

**AN ORDINANCE AMENDING CHAPTER 25 (FIRE PREVENTION CODE) AND  
CHAPTER 51 (OFFENSES AGAINST PUBLIC PEACE, SAFETY AND MORALS)  
OF THE ELMHURST MUNICIPAL CODE REGARDING  
SMOKING IN PUBLIC PLACES**

---

**WHEREAS**, Section 25.14 (Fire Prevention Code, Smoking in Public Places) of the Elmhurst Municipal Code regulates smoking in certain public places located within the corporate boundaries of the City of Elmhurst (hereinafter sometimes referred to as the "City"), DuPage and Cook Counties, Illinois; and

**WHEREAS**, the Smoke Free Illinois Act (hereinafter sometimes referred to as the "Act"), 410 ILCS 82/1 et seq. prohibits smoking in certain public places throughout the State of Illinois; and

**WHEREAS**, the Smoke Free Illinois Act will become effective on January 1, 2007 and will preempt local regulations regarding smoking in public places; and

**WHEREAS**, the Smoke Free Illinois Act allows any home rule unit of local government to regulate smoking in public places so long as such regulations are no less restrictive than the Act (410 ILCS 82/65); and

**WHEREAS**, the City of Elmhurst is a home rule unit of local government under Subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970.

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

**SECTION 1.** Section 25.14 (Fire Prevention Code, Smoking in Public Places) of the Elmhurst Municipal Code is amended by deleting that section in its entirety.

**SECTION 2.** Chapter 51 (Offenses Against Public Peace, Safety and Morals) is hereby amended by adding Section 51.63 as follows:

**51.63 Adoption of provisions of the Smoke Free Illinois Act by reference.**

(a) The Smoke Free Illinois Act, 410 ILCS 82/1 et seq. as amended from time to time, is hereby adopted by reference to be applied within the corporate limits of the City of Elmhurst to the extent permitted by law.

(b) All references in applicable sections of the Smoke Free Illinois Act to "this Act" shall be to applicable sections of the Smoke Free Illinois Act. References to a State employee or official may be to a corresponding City employee or official where such reference is applicable or necessary. Any provisions of the Smoke Free Illinois Act adopted herein may be cited by placing

"51.63" before the appropriate Smoke Free Illinois Act section, i.e. ordinance smoking in a public place is cited as 51.63-82/15, Elmhurst Municipal Code.

(c) The burden of proof for any offense of the Smoke Free Illinois Act adopted herein shall be by a preponderance of the evidence.

SECTION 3. Chapter 51 (Offenses Against Public Peace, Safety and Morals) is hereby amended by adding Section 51.64 as follows:

#### **51.64 Smoking**

(a) Definitions.

For the purposes of this section:

"Bar" means an establishment that is devoted to the serving of alcoholic beverages for consumption by guests on the premises. "Bar" includes, but is not limited to, taverns, nightclubs, cocktail lounges, and cabarets.

"Department" means the Illinois Department of Public Health.

"Employee" means a person who is employed by an employer or a person who volunteers his or her services for a non-profit entity.

"Employer" means a person, business, partnership, association, or corporation, including a trust, or non-profit entity, that employs the services of one or more individual persons.

"Enclosed area" means all space between a floor and a ceiling that is enclosed or partially enclosed with (i) solid walls or windows, exclusive of doorways, or (ii) solid walls with partitions and no windows, exclusive of doorways, that extend from the floor to the ceiling, including, without limitation, lobbies and corridors.

"Enclosed or partially enclosed sports arena" means any sports pavilion, stadium, gymnasium, health spa, boxing arena, swimming pool, roller rink, ice rink, bowling alley, or other similar place where members of the general public assemble to engage in physical exercise or participate in athletic competitions or recreational activities or to witness sports, cultural, recreational, or other events.

"Gaming equipment or supplies" means gaming equipment/supplies as defined in the Illinois Gaming Board Rules of the Illinois Administrative Code.

"Gaming facility" means an establishment utilized primarily for the purposes of gaming and where gaming equipment or supplies are operated for the purposes of accruing business revenue.

"Healthcare facility" means an office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological

conditions, including, but not limited to, hospitals, rehabilitation hospitals, weight control clinics, nursing homes, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, dentists, and all specialists within these professions. "Healthcare facility" includes all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within healthcare facilities.

"Place of employment" means any area under the control of a public or private employer that employees are required to enter, leave, or pass through during the course of employment, including, but not limited to entrances and exits to places of employment, including a minimum distance, as set forth in subsection 51.64(k) (Entrances, exits, windows, and ventilation intakes) of the Elmhurst Municipal Code, of 15 feet from entrances, exits, windows that open, and ventilation intakes that serve an enclosed area where smoking is prohibited; offices and work areas; restrooms; conference and classrooms; break rooms and cafeterias; and other common areas. A private residence or home-based business, unless used to provide licensed child care, foster care, adult care, or other similar social service care on the premises, is not a "place of employment".

"Private club" means a not-for-profit association that (1) has been in active and continuous existence for at least 3 years prior to the effective date of this amendatory Act of the 95th General Assembly, whether incorporated or not, (2) is the owner, lessee, or occupant of a building or portion thereof used exclusively for club purposes at all times, (3) is operated solely for a recreational, fraternal, social, patriotic, political, benevolent, or athletic purpose, but not for pecuniary gain, and (4) only sells alcoholic beverages incidental to its operation. For purposes of this definition, "private club" means an organization that is managed by a board of directors, executive committee, or similar body chosen by the members at an annual meeting, has established bylaws, a constitution, or both to govern its activities, and has been granted an exemption from the payment of federal income tax as a club under 26 U.S.C. 501.

"Private residence" means the part of a structure used as a dwelling, including, without limitation: a private home, townhouse, condominium, apartment, mobile home, vacation home, cabin, or cottage. For the purposes of this definition, a hotel, motel, inn, resort, lodge, bed and breakfast or other similar public accommodation, hospital, nursing home, or assisted living facility shall not be considered a private residence.

"Public place" means that portion of any building or vehicle used by and open to the public, regardless of whether the building or vehicle is owned in whole or in part by private persons or entities, the State of Illinois, or any other public entity and regardless of whether a fee is charged for admission, including a minimum distance, as set forth in subsection 51.64(k) (Entrances, exits, windows, and ventilation intakes) of the Elmhurst Municipal Code, of 15 feet from entrances, exits, windows that open, and ventilation intakes that serve an enclosed area where smoking is prohibited. A "public place" does not include a private residence unless the private residence is used to provide licensed child care, foster care, or other similar social service care on the premises. A "public place" includes, but is not limited to, hospitals, restaurants, retail stores, offices, places of employment, commercial establishments, elevators, indoor theaters, libraries, museums, concert halls, public conveyances, educational facilities, nursing homes, auditoriums, enclosed or partially enclosed sports arenas, meeting rooms, schools, exhibition halls, convention

facilities, polling places, private clubs, gaming facilities, all government owned vehicles and facilities, including buildings and vehicles owned, leased, or operated by the State or State subcontract, healthcare facilities or clinics, enclosed shopping centers, retail service establishments, financial institutions, educational facilities, ticket areas, public hearing facilities, public restrooms, waiting areas, lobbies, bars, taverns, bowling alleys, skating rinks, reception areas, student dormitories, and no less than 75% of the sleeping quarters within a hotel, motel, resort, inn, lodge, bed and breakfast, or other similar public accommodation that are rented to guests, but excludes private residences.

“Restaurant” means (i) an eating establishment, including, but not limited to, coffee shops, cafeterias, sandwich stands, and private and public school cafeterias, that gives or offers for sale food to the public, guests, or employees, and (ii) a kitchen or catering facility in which food is prepared on the premises for serving elsewhere. “Restaurant” includes a bar area within the restaurant.

“Retail tobacco store” means a retail establishment that derives more than 80% of its gross revenue from the sale of loose tobacco, plants, or herbs and cigars, cigarettes, pipes, and other smoking devices for burning tobacco and related smoking accessories and in which the sale of other products is merely incidental. “Retail tobacco store” does not include a tobacco department or section of a larger commercial establishment or any establishment with any type of liquor, food, or restaurant license.

“Smoke” or “smoking” means the carrying, smoking, burning, inhaling, or exhaling of any kind of lighted pipe, cigar, cigarette, hookah, weed, herbs, or any other lighted smoking equipment.

(b) Smoking in public places, places of employment, and governmental vehicles prohibited.

No person shall smoke in a public place or in any place of employment or within 15 feet of any entrance to a public place or place of employment or in any place designated as a nonsmoking area in accordance with the provisions of subsection 51.63(e) of the Elmhurst Municipal Code. No person may smoke in any vehicle owned, leased, or operated by the State or a political subdivision of the State. Smoking is prohibited in indoor public places and workplaces unless specifically exempted by subsection 51.64(f) of the Elmhurst Municipal Code.

(c) Posting of signs; removal of ashtrays.

(1) “No Smoking” signs or the international “No Smoking” symbol, consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it, shall be clearly and conspicuously posted in each public place and place of employment where smoking is prohibited by this Section by the owner, operator, manager, or other person in control of that place.

(2) Each public place and place of employment where smoking is prohibited by this Section shall have posted at every entrance a conspicuous sign clearly stating that smoking is prohibited.

(3) All ashtrays shall be removed from any area where smoking is prohibited by this Section by the owner, operator, manager, or other person having control of the area.

(d) Smoking prohibited in student dormitories.

Notwithstanding any other provision of this Section, smoking is prohibited in any portion of the living quarters, including, but not limited to, sleeping rooms, dining areas, restrooms, laundry areas, lobbies, and hallways, of a building used in whole or in part as a student dormitory that is owned and operated or otherwise utilized by a public or private institution of higher education.

(e) Designation of other nonsmoking areas.

Notwithstanding any other provision of this Section, any employer, owner, occupant, lessee, operator, manager, or other person in control of any public place or place of employment may designate a non-enclosed area of a public place or place of employment, including outdoor areas, as an area where smoking is also prohibited provided that such employer, owner, lessee or occupant shall conspicuously post signs prohibiting smoking in the manner described in subsections (c)(1) and (c)(2) of Section 51.64 of the Elmhurst Municipal Code.

(f) Exemptions. Notwithstanding any other provision of this Section, smoking is allowed in the following areas:

(1) Private residences or dwelling places, except when used as a child care, adult day care, or healthcare facility or any other home-based business open to the public.

(2) Retail tobacco stores as defined in subsection 51.64(a) of the Elmhurst Municipal Code in operation prior to January 1, 2008. The retail tobacco store shall annually file with the Department by January 31st an affidavit stating the percentage of its gross income during the prior calendar year that was derived from the sale of loose tobacco, plants, or herbs and cigars, cigarettes, pipes, or other smoking devices for smoking tobacco and related smoking accessories. Any retail tobacco store that begins operation after January 1, 2008 may only qualify for an exemption if located in a freestanding structure occupied solely by the business and smoke from the business does not migrate into an enclosed area where smoking is prohibited.

(3) Private and semi-private rooms in nursing homes and long-term care facilities that are occupied by one or more persons, all of whom are smokers and have requested in writing to be placed or to remain in a room where smoking is permitted and the smoke shall not infiltrate other areas of the nursing home.

(4) Hotel and motel sleeping rooms that are rented to guests and are designated as smoking rooms, provided that all smoking rooms on the same floor must be contiguous and smoke from these rooms must not infiltrate into nonsmoking rooms or other areas where smoking is prohibited. Not more than 25% of the rooms rented to guests in a hotel or motel may be designated as rooms where smoking is allowed. The status of rooms as smoking or nonsmoking may not be changed, except to permanently add additional nonsmoking rooms.

(g) Violations.

(1) A person, corporation, partnership, association or other entity who violates subsections 51.64(b), 51.64(c) or 51.64(d) of the Elmhurst Municipal Code shall be issued a citation for such violation by the City of Elmhurst.

(2) Each day that a violation occurs or continues is a separate violation.

(3) The violation claim described in a citation so to be issued pursuant to the terms of this Section may be settled, compromised and paid in the respective amounts set forth in the following schedule:

In the event that said payment is made within ten (10) days from the date of the citation, the following amounts shall be accepted as settlement:

(1.) A person who smokes in an area where smoking is prohibited under subsection 51.64(b) or 51.64(d) of the Elmhurst Municipal Code:	
(A.) First violation	\$100.00
(B.) Subsequent violations within one year after the first violation	200.00
(2.) A person who owns, operates, or otherwise controls a public place or place of employment that violates subsection 51.64(b), 51.64(c), or 51.64(d) of the Elmhurst Municipal Code:	
(A.) First violation	\$250.00
(B.) Second violation within one year after the first violation	500.00
(C.) Each additional violation within one year after the first violation	2,500.00

In the event that payment has not been made within ten (10) days from the date of the citation, the following amounts shall be accepted as settlement:

(1.) A person who smokes in an area where smoking is prohibited under subsection 51.64(b) or 51.64(d) of the Elmhurst Municipal Code:	
(A.) First violation	\$150.00
(B.) Subsequent violations within one year after the first violation	250.00
(2.) A person who owns, operates, or otherwise controls a public place or place of employment that violates subsection 51.64(b), 51.64(c), or 51.64(d) of the Elmhurst Municipal Code:	
(A.) First violation	\$350.00
(B.) Second violation within one year after the first violation	600.00
(C.) Each additional violation within one year after the first violation	2,600.00

(h) Injunctions.

The City of Elmhurst may institute, in a circuit court, an action to enjoin violations of this Section.

(i) Discrimination prohibited.

No individual may be discriminated against in any manner because of the exercise of any rights afforded by this Section.

(j) Severability.

If any provision, clause or paragraph of this Section shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of this Section.

(k) Entrances, exits, windows, and ventilation intakes.

Smoking is prohibited within a minimum distance of 15 feet from entrances, exits, windows that open, and ventilation intakes that serve an enclosed area where smoking is prohibited under this Section so as to ensure that tobacco smoke does not enter the area through entrances, exits, open windows, or other means.

SECTION 4. That this ordinance shall be in full force and effect from and after passage and publication according to law.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Thomas D. Marcucci, Mayor

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

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

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

TT

# CITY OF ELMHURST



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

THOMAS D. MARCUCCI  
MAYOR  
PATTY SPENCER  
CITY CLERK  
CHARITY S. PIGONI  
CITY TREASURER  
THOMAS P. BORCHERT  
CITY MANAGER  
December 12, 2007

To: Mayor Marcucci and Members of the City Council

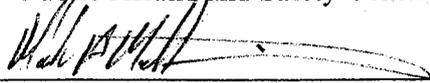
Re: Intergovernmental Agreement for Fire Protection Services  
City of Elmhurst and Bensenville Fire Protection District #1

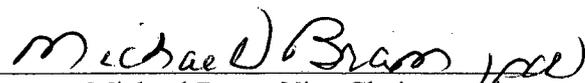
The Public Affairs and Safety Committee met on November 26 and December 10, 2007 to review the Elmhurst experience in providing fire protection services to an unincorporated area of DuPage County located north of the City of Elmhurst and south of Grand Avenue, sometimes referred to as Country Club Highlands, via the Bensenville Fire Protection District #1.

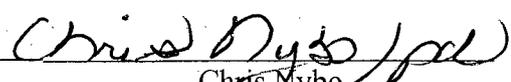
The Fire Protection District contracts with the City of Elmhurst to provide fire protection services and emergency paramedic response. The Finance Department of the City of Elmhurst calculates a fair share allocation of expenses to the Country Club Highlands portion of Fire Protection District to #1. However, the District has been unable to pay the Finance Department calculated fair share amount to the City of Elmhurst for a number of years. Those calculations are illustrated on the attached summary. The Intergovernmental Agreement between the City of Elmhurst and the Fire Protection District requires that notice be provided prior to January 1 for an effective discontinuance of service ten months later. This committee has discussed the pros and cons of discontinuing service and of continuing service even with less than a fair share contribution should the Fire Protection District not be able to collect more funds. It is the Committee consensus that notice should be provided to the Fire Protection District of intent to discontinue to enable conversation, discussions and collaboration to take place to determine if, in fact, service should be discontinued or if some other arrangement would be deemed appropriate.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Council authorize the City Manager to notify Fire Protection District #1, in accordance with the terms of the Intergovernmental Agreement, of the City's intent to discontinue services as of October 31, 2008, but that discussion, collaboration, communication take place between now and then and that a full report of those discussions with recommendations be presented for the City Council to consider prior to any actual discontinuation of service.

Respectfully submitted,  
Public Affairs and Safety Committee

  
Mark A. Mulliner, Chairman

  
Michael Bram, Vice Chairman

  
Chris Wybo

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12-13-07



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MAYOR  
PATTY SPENCER  
CITY CLERK  
CHARITY S. PIGONI  
CITY TREASURER  
THOMAS P. BORCHERT  
CITY MANAGER

August 10, 2007

Bensenville Fire Protection District #1 Board Members  
Bob Strant  
George Frieda  
Oranzo Peconio  
500 S. York  
Bensenville, IL 60106

Re: City of Elmhurst and Contract for Fire Services

Dear Gentlemen:

It is respectfully requested that the Board of Trustees of the Bensenville Fire Protection District 1 review its contract for services for the City of Elmhurst and review the attached City of Elmhurst summary of fees versus paid fees and past due amount as well as deficiency in taxes collected to fees required per contract. Also attached is miscellaneous correspondence dealing with this issue going back to 1986!

Please understand that the City of Elmhurst is not in a position to continue to provide services absent being fully compensated for those services. The City of Elmhurst is interested in working with the Fire Protection District to allow the District to become current, however, a reasonable plan of action is requested. Absent a reasonable and favorable plan of action, the City of Elmhurst will take actions to suspend service as provided for in the contract.

Your attention to this matter would be most appreciated.

Respectfully,

Thomas P. Borchert  
City Manager

TPB/pd  
Enclosure

cc: Mayor Marcucci  
Finance Director Gaston  
~~Fire Chief Kopp~~  
City Attorney Kubiesa  
Assistant City Attorney Spiroff

City of Elmhurst  
 Bensenville Fire Protection District #1  
 Payment History Since Beginning of Contract

<u>Year</u>	<u>Invoice Amount</u>	<u>Invoice + Unpaid</u>	<u>Payment Received</u>	<u>Amount Unpaid</u>
1988	37,872	37,872	37,872	0
1989	41,127	41,127	41,127	0
1990	45,507	45,507	45,507	0
1991	51,349	51,349	51,349	0
1992	56,508	56,508	51,349	5,159
1993	58,874	64,033	35,000	29,033
1994	63,399	92,432	62,000	30,432
1995	65,944	96,376	53,802	42,574
1996	66,240	108,814	63,960	44,854
1997	67,867	112,721	69,516	43,205
1998	69,957	113,162	67,375	45,787
1999	72,091	117,878	72,224	45,654
2000	75,801	121,455	64,128	57,327
2001	78,291	135,618	76,000	59,618
2002	83,162	142,780	77,000	65,780
2003	90,189	155,969	76,400	79,569
2004	97,702	177,271	78,000	99,271
2005	107,140	206,411	80,000	126,411
2006	114,148	240,559	80,000	160,559
2007	123,947	284,506		

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CITY TREASURER  
THOMAS P. BORCHERT  
CITY MANAGER

December 11, 2007

To: Mayor Marcucci and Members of the City Council  
Re: City of Elmhurst Website Upgrade and Redesign Services

The Finance, Council Affairs and Administrative Services Committee met December 10, 2007 to review the request for proposal (RFP) responses to upgrade and redesign the City of Elmhurst website.

The City's original website was developed internally in 1996 and a major redesign was completed in 2000. The current website is in need of an upgrade and redesign to incorporate new functionality and technology. This fall, a request for proposal (RFP) for professional services to assist in the upgrade and redesign of the City's website was distributed to 10 website design companies. Six responses were received (see attachment), and staff reviewed these proposals for certain selection criteria. The selection criteria included the following: ability to provide a content management system, an e-mail subscription system, and an events calendar; experience with municipalities; number and quality of websites created; creativity and cost.

Based on the selection criteria, the RFP analysis, and the review of websites developed by the website design firms, staff recommends that Civic Plus be awarded the contract to redesign the City's website. Staff noted that Civic Plus provided the lowest responsible quote and they meet all of the functionality requirements. Additionally, they have been in business since 1994 and have a staff of 65, they specialize in local government websites and they have approximately 330 clients. Civic Plus has quoted a fee of \$38,400 to complete the project as defined in the RFP, which includes all programming, modules, set-up, graphics, training and consulting time for three (3) individual websites (City, Elmhurst Historical Museum and Visitor & Tourism) and an intranet for City staff purposes. The Finance, Council Affairs and Administrative Services Committee concurs with staff recommendation.

The Finance Committee and staff recognize that the redesign of the City's web site will be a dynamic process and will require extensive monitoring by staff. Project updates will be provided to the Finance Committee and presentations will be made as appropriate. As the project progresses, should more services be identified as appropriate in the redesign of the website, said services would be negotiated with Civic Plus at that time and presented to the Committee as appropriate.

FINANCE, COUNCIL AFFAIRS &  
ADMINISTRATIVE SERVICES COMMITTEE  
Mayor 12-6-07 Gaston  
Treasurer Borchert Trosien

Page 2  
December 11, 2007

To: Mayor Marcucci and Members of the City Council  
Re: City of Elmhurst Website Upgrade and Redesign Services

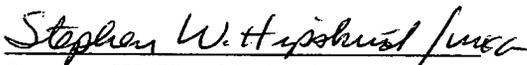
Funds for the website upgrade and redesign have been budgeted in account 110-2008-413-30-52.

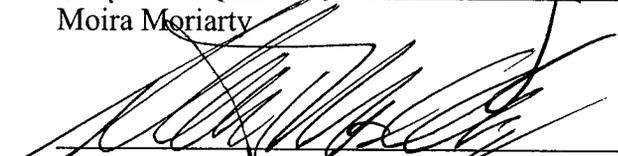
It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council accept the proposal from Civic Plus to provide services to upgrade and redesign the City's website for a cost of \$38,400.

Respectfully submitted,  
FINANCE, COUNCIL AFFAIRS AND  
ADMINISTRATIVE SERVICES  
COMMITTEE

  
George Szczepaniak, Chairman

  
Moira Moriarty

  
Stephen W. Hipskind, Vice Chairman

  
Steve Morley

## Website RFP Responses

<b>Company</b>	<b>Cost</b>	<b>Functionality Requirements</b>	<b>Government Experience</b>
<b>American Eagle</b>	\$53,500	Meets	Yes
<b>Civic Plus</b>	\$38,400	Meets	Yes
<b>Desert Rose</b>	\$78,940-\$82,570	Meets	No
<b>Synet</b>	\$43,950-\$59,950	Meets	Yes
<b>Vision Internet</b>	\$73,205	Meets	Yes
<b>WebLinx</b>	\$59,200	Meets	Yes

TT

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MAYOR  
PATTY SPENCER  
CITY CLERK  
CHARITY S. PIGONI  
CITY TREASURER  
THOMAS P. BORCHERT  
CITY MANAGER

December 11, 2007

TO: Mayor Marcucci and Members of the City Council

RE: **Case Number 07 P-05/Martens Request for Subdivision and Associated Variations**

Request for tentative and final approval of a Subdivision of two lots into nine lots and associated lot frontage (width) variations for two lots.

The Development, Planning and Zoning Committee met on November 12, November 26, and December 10, 2007, to review the Zoning & Planning Commission report dated November 7, 2007 regarding the subject request. The Committee also reviewed the many documents submitted by the applicant, and the transcript of the public hearing. The Committee was especially appreciative and complimentary of the extensive work done by the Zoning & Planning Commission regarding this

The applicant, Rene Martens, is requesting approval of a tentative and final plat of subdivision to divide the subject property (two lots) into nine residential lots, and to obtain lot width variations for the two southernmost lots. The Committee noted that as part of the subdivision, the applicant is proposing a private common access drive along the frontage of the proposed lots. Individual driveways from each residential lot will access this common drive, thereby minimizing the number of curb cuts onto Spring Road. This also provides a benefit of a landscaped buffer area, between the proposed common drive and Spring Road, to help screen the York High School athletic field from these homes. The Committee also noted that the applicant hopes to retain one of the two existing homes on the subject site; 415 S. Spring Road.

During discussion, the Committee noted that the lot width variations are only needed due to the triangular shape of the southernmost lots resulting from the angle of the adjacent railroad tracks. The lot widths, while narrow at the front (approx. 14.9 feet), will meet or exceed the minimum lot width requirement of 50 feet at the building line. The Committee also noted that these lots will also well exceed the minimum lot size required for the R-2 District (9,687 and 17,868 square feet proposed; R-2 requires 7,260 square feet). Otherwise, the applicant meets the applicable standards of the R-2 residential district.

The Committee also discussed land uses in the areas adjacent to the subject site. They noted that a commercial use or more intensive residential use (such as townhomes or condominiums) could be an appropriate use in this area as a transition and buffer between adjacent uses. A single-family residential area lies to the east of this site, while to the north is an institutional use (church), to the west is the high school athletic field, to the southwest are condominiums, and to the south is a commercial use (restaurant). As such, the Committee noted that a new single-

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**Case Number 07 P-05 DP&Z Report**  
**Page 2**

family subdivision will be more easily accommodated in this area as it will be consistent with the single-family residential area to the east, and it will help limit the required stormwater management due to the smaller amount of impervious surfaces (buildings and pavement) that would be built here.

Ultimately, the Committee spent much time reviewing site grading and stormwater management topics associated with the subject site and the neighborhood to the east. Standing water sometimes collects in low areas, and the drainage ditch along the railroad is not exhibiting good drainage at this time apparently due to a lack of ongoing maintenance. To respond to questions about stormwater management, Public Works Director Mike Hughes came to the December 10 meeting to review these topics. With a topographic map, Mr. Hughes confirmed the statement in the Zoning & Planning Commission report that the subject site is generally lower than the residential area to the east with water generally draining over land towards the southwest. He then reviewed existing and proposed ditch elevations along the railroad.

Mr. Hughes then addressed the ordinance requirements regulating stormwater management. Mike emphasized that both City of Elmhurst municipal ordinance requirements and the DuPage County Stormwater Management code prohibit new development from increasing runoff onto adjacent properties, and also prohibit new development from interfering with existing runoff patterns of adjacent properties onto and/or through newly developed sites. Mike then indicated his recommendations for an overall grading plan for the site, as well as approaching the railroad about correcting the ditch grading and performing cleanup there.

Upon the conclusion of discussion, the Committee noted that the requests for this application are reasonable and should be approved, subject to some specific conditions to address those issues discussed at the meeting. The Committee concurs with the Zoning & Planning Commission's conclusions that sufficient evidence was presented to support the proposed subdivision and variations.

It is therefore, the recommendation of the Development, Planning and Zoning Committee to support the recommendation of the Zoning & Planning Commission for approval of this request, subject to the following conditions:

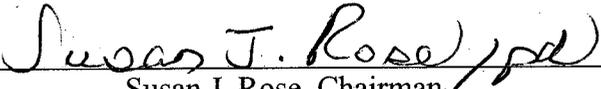
- 1) The Public Works Department shall request a plan from the Chicago Northwestern Railroad for regrading the ditch area adjacent to the railroad, including contacting and obtaining approval from all other property owners where work will be performed. Upon completion of this drainage and ditch work by the Railroad, an update shall be provided to the DPZ Committee to inform them of the completion.
- 2) The applicant shall submit and obtain approval from the Public Works Department for a grading and engineering plan for the entire subdivision development site. Upon approval of this plan, the Public Works Department shall provide an update to the DPZ Committee that the plan for the subject site has been reviewed and approved.

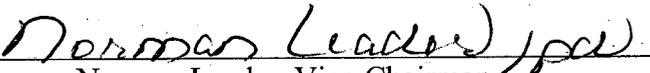
**Case Number 07 P-05 DP&Z Report**  
**Page 3**

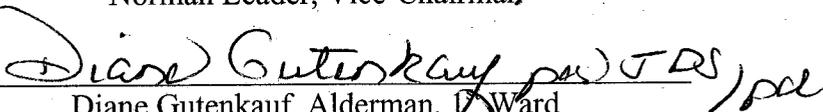
- 3) The applicant shall construct a privately owned common driveway, as indicated on the plans, to provide access from all lots to Spring Road via the driveway. The driveway shall be owned and maintained by the homeowners association. The homeowners association will include covenants and restrictions which will be approved by the City Attorney.
- 4) The City's Public Works Department shall develop a plan to assist the Argyle area (east of the subject property) with comprehensive stormwater planning and management in accordance with the City's Rear Yard Drain Program, and provide this to the DPZ Committee. If appropriate, the DPZ Committee will then refer this plan to the Public Works Committee for their action.
- 5) The applicant shall apply to the Historic Preservation Commission for historic designation status for the home to be preserved on this site (415 S. Spring Rd.).

The City Attorney is hereby directed to prepare the necessary documents for City Council approval.

Respectfully submitted,  
DEVELOPMENT PLANNING AND ZONING COMMITTEE

  
\_\_\_\_\_  
Susan J. Rose, Chairman

  
\_\_\_\_\_  
Norman Leader, Vice-Chairman

  
\_\_\_\_\_  
Diane Gutenkauf, Alderman, 1<sup>st</sup> Ward

TT

O-45-2007

**AN ORDINANCE APPROVING A RECAPTURE AGREEMENT  
(EVERGREEN LANE)**

---

WHEREAS, Peter Osmanski is the beneficial owner, and West Suburban Bank, as Trustee under a certain Trust Agreement dated July 16, 2003 and known as Trust No. 12436, is the legal owner (collectively "the Owners") of certain real property legally described as follows:

LOT 2 IN CHURCHVILLE MANOR, A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED ON MAY 20, 1955 AS DOCUMENT 757778, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 06-02-114-009

commonly known as 371 W. Evergreen Lane, Elmhurst, Illinois (Subject Property); and

WHEREAS, the Owners have heretofore installed a water main ("Public Improvement") to provide water service to the property located at 371 Evergreen Lane; and

WHEREAS, as a consequence of the installation of the Public Improvement, certain other properties on Evergreen Lane now have water service available providing a benefit thereto; and

WHEREAS, the Owners have requested that the City enter into a Recapture Agreement to permit the Owners to recoup a portion of the cost of installation of the Public Improvement from the properties benefited thereby.

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

SECTION 1. That the recitals contained in the Preamble hereto are incorporated as part of this ordinance.

SECTION 2. That the Recapture Agreement between the City and the Owners, Peter Osmanski and West Suburban Bank A/T/U Trust No. 12436, a copy of which is attached hereto, is hereby approved.

SECTION 3. That the Mayor is authorized to sign and the City Clerk is authorized and directed to attest to said Agreement.

SECTION 4. That the City Clerk is further directed to file a certified copy of this Ordinance

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12-13-07

along with the original of the Recapture Agreement attached hereto in the office of the DuPage County Recorder and to thereafter send copies thereof to the Director of Finance, Director of Public Works and Mr. and Mrs. Peter Osmanski, 371 Evergreen Lane, Elmhurst Illinois 60126.

SECTION 5. This ordinance shall be in full force and effect after passage and publication according to law.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Thomas D. Marcucci, Mayor

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

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

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

## COUNCIL ACTION SUMMARY

SUBJECT: Ordinance B Approval of Evergreen Lane Recapture Agreement

ORIGINATOR: City Attorney

### DESCRIPTION OF SUBJECT MATTER:

As recommended by the Public Works & Buildings Committee, an Ordinance has been prepared that would approve a Recapture Agreement with the owners and residents of 371 Evergreen Lane, Mr. & Mrs. Peter Osmanski. The Osmanski's built a new home at 371 Evergreen and, at their expense, extended a water main to their property. Other homes on Evergreen Lane that are currently served by private wells now have the ability to connect to the City water system. The Recapture Agreement would provide a legal mechanism by which the Osmanski's may recover a portion of the cost of installing the water main from the owners of the homes served by private wells at such time as those owners connect to the water main.

The Recapture Agreement has a term of 10 years. The City's only obligations are to require payment of the pro rata shares of the water main cost as a condition of allowing connection to the water main and to remit the monies collected to the Osmanski's.

An Ordinance approving the Recapture Agreement is attached for Council consideration.

## RECAPTURE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the City of Elmhurst (the "City") and Peter Osmanski ("Osmanski") and West Suburban Bank, as Trustee under a certain Trust Agreement dated July 16, 2003 and known as Trust No. 12436 ("West Suburban"), (Osmanski and West Suburban being collectively referred to herein as the "Owners", the City and Owners being collectively referred to herein as the "Parties" and individually as "Party"):

### W I T N E S S E T H:

WHEREAS, the Owners own the real property legally described in Exhibit "A" attached hereto and made a part of hereof (on which Osmanski has constructed a single family residence); and

WHEREAS, pursuant to the Elmhurst Municipal Code, Owners have installed a "6" Ductal Iron Pipe water main (the "Public Improvement") described and depicted in the final engineering plans prepared by A.M. Kinsey and as revised June 23, 2003 (the "Final Engineering Plans"), which plans are hereby incorporated herein by this reference and which have heretofore been approved by the City; and

WHEREAS, the installation of the Public Improvement has, in the opinion of the corporate authorities of the City, provided a benefit for and will eventually be used by the real property legally described in Exhibit "B" attached hereto and made part hereof (the "Benefitted Properties"); and

WHEREAS, Owners are desirous of obtaining from the City an agreement that the owners of the Benefitted Properties, at such time as all or any of same make(s) application for or receives a permit to connect to the Public Improvement shall be required to contribute a pro-rata share toward the cost of the design, engineering and construction of the Public Improvement as calculated and to be collected as hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing premises and the covenants and conditions hereinafter contained, the adequacy, sufficiency and receipt of which the Parties hereby mutually acknowledge, the Parties agree as follows:

1. Incorporation. The Recitals Contained in the Preamble hereto are a material part of this Agreement and are by this reference incorporated herein.
2. Public Improvement. Owners have installed and constructed the Public Improvement in full compliance with all applicable provisions of the Elmhurst Municipal Code and specifications of the City;
3. Conveyance of Public Improvements. Owners have heretofore transferred by Bill of Sale all of their right, title and interest in and to the Public Improvement, as constructed in accordance with the Final Engineering Plans. The City has heretofore accepted such Bill of Sale and has, subsequent to said conveyance, used, operated, and maintained the Public Improvement and, by such acceptance, the City has assumed responsibility and has relieved Owners from any further liability for the Public Improvement; except as herein contained.
4. Benefitted Properties. The corporate authorities of the City have determined that the Benefitted Properties will benefit from the construction of the Public Improvement referred to in Paragraph 1 of this Recapture Agreement.
5. Benefitting Improvement; Recapture Expense. The corporate authorities of the City, have determined that the Public Improvement is a benefit to the Benefitted Properties. The total cost of the design, engineering and construction of the Public Improvement is \$31,715.00, of which the corporate authorities of the City have determined that \$23,786.25 is suitable for recapture (the "Recapture expense"). The portion of such

expense attributable to the Benefitted Properties on a per parcel basis is attached hereto and made a part hereof as Exhibit "C".

6. Collection of Recapture Expense. The City shall assess against and collect from the person or entity owning the Benefitted Properties, or any portion thereof, the Recapture expense set forth in Paragraph 4 hereof. At such time as the owner, or agent thereof, of all or any portion of one or more of the parcels contained in the Benefitted Properties makes application for a connection permit to the Public Improvement for all or any portion of such parcel or parcels, the City shall collect from such owner or agent, that portion of the Recapture Expense as set forth on Exhibit "C" relating to such parcel or parcels. No connection or access for Public Improvement shall be permitted by the City to any portion of the Benefitted Properties until such portion of the Benefitted Properties has fully paid its proportionate share of the Recapture Expense.
  
7. Payment of Recapture Expense. All Recapture Expense collected by the City pursuant to this Agreement, shall be paid to the Owners, their designees, successors or assigns, within thirty (30) days after collection by the City. It is understood and agreed that the City's obligation to reimburse Owner shall be limited to funds collected from such Recapture Expense, and payments made hereunder shall be made solely out of said funds. This Agreement shall not be construed as creating any obligation upon the City to make payments from its general corporate funds or revenue or any other funds or revenue maintained or collected for City purposes.
  
8. City Obligations. The City and its officers, employees and agents shall make all reasonable efforts to make the aforesaid collections of the Recapture Expense, however, neither the City nor any of its officials shall be liable in any manner for failure to make such collections, and Owners

agree to hold the City, its officers, employees and agents, harmless for the unintentional failure to collect said fees. However, Owners or City may sue any party owning all or any portion of the Recapture Expense for collection thereof, and in the event Owners prosecute a collection lawsuit, the City agrees to cooperate in such collection attempts hereunder by allowing full and free access to its books and records concerning the development of all or any portion of the Benefitted Properties and the collection of any Recapture Expense therefor. In the event the City and/or any of its agents, officers or employees are made a party defendant in any actual or threatened litigation arising out of or resulting from this Recapture Agreement and/or the City's execution thereof, Owners shall defend same with competent counsel in such litigation, including the interest of the City and shall further release and hold the City, its agents, officials and employees harmless from any judgment entered against the City and shall further indemnify the City, its agents, officials and employees from any loss resulting therefrom.

9. City's Collection of Other Fees and Charges. Nothing herein shall limit or in any way affect the rights of the City to collect fees for expenses relating to this Agreement or other charges pursuant to City ordinances, resolutions, motions or policies, as the fees provided for herein are in addition to such other City fees and charges.

10. Term. This Recapture Agreement shall be in full force and effect for a period of ten (10) years from the date hereof, unless sooner terminated by the agreement of the Parties, or by the completion of all the duties to be performed hereunder. To the extent that the owner or owners of the Benefitted Properties, or any portion thereof, fail to apply to connect or gain access for such portion of the Benefitted Properties to the Public Improvement within said ten (10) year period, then this Recapture

Agreement, and each and every duty or undertaking set forth herein, shall become null and void and of no further force and effect.

11. Lien. The recordation of this Recapture Agreement shall create and constitute a lien against the Benefitted Properties, and each of the parcels contained therein, in an amount equal to the Recapture Expense, divided amongst the parcels contained within the Benefitted Properties, as provided herein, all as calculated and shown on Exhibit "C" hereof.
  
12. Miscellaneous Provisions.
  - A. Amendment. This Agreement may be amended upon the mutual consent of the Parties hereto from time to time by written instrument and in conformity with all applicable statutory and ordinance requirements, and without the consent of any other person or entity owning the Benefitted Properties or any portion thereof.
  
  - B. Binding Effect. The provisions of this Recapture Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the Parties.
  
  - C. Recordation. A true and correct copy of the Recapture Agreement, or a memorandum thereof, shall be recorded by the City with the DuPage County Recorder, so as to provide the owner or owners of the Benefitted Properties, their successors and assigns, with notice of the terms hereof. The cost of such recordation shall be paid by Owners.
  
  - D. Notices. All notices or demands required or desired to be furnished pursuant to the terms of this Agreement shall be in writing delivered personally or by certified mail, return receipt

requested, with postage prepaid, either of which shall constitute proper delivery to the following addresses:

If to City:

City of Elmhurst  
Thomas P. Borchert  
City Manager  
209 North York Street  
Elmhurst, IL 60126

With a copy to:

Kubiesa, Spiroff, Gosselar,  
Acker & DeBlasio, P.C.  
Harlan J. Spiroff,  
Assistant City Attorney  
105 S. York Street, Ste. 250  
Elmhurst, IL 60126

If to Owners:

Peter Osmanski  
371 Evergreen Lane  
Elmhurst, IL 60126

Any address provided herein may be changed by written notice to all other persons set forth above. All notices given in conformance herewith shall be deemed received and effective on the date of personal delivery or, if given by mail, two (2) days following deposit with the U.S. Mail in conformance with this Paragraph 12.D.

- E. Severability. The invalidity or unenforceability of any of the provisions hereof, or of any charge imposed as to any portion of the property benefited hereunder shall not affect the validity of enforceability of the remainder of the Recapture Agreement or the charges imposed hereunder.
  
- F. Complete Agreement. This Agreement contains all of the terms and conditions agreed upon by the Parties hereto and no other prior agreement, oral or otherwise, regarding the subject matter of this Recapture Agreement shall be deemed to exist to bind the Parties.

- G. Captions and Paragraph Headings. The captions and paragraph headings incorporated herein are for the convenience only and are not part of this Recapture Agreement and further shall not be used to construe the terms hereof.
- H. Governing Law. This Agreement and the application of the terms contained herein shall be governed by the laws of the State of Illinois. Venue shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois and those courts to which appeals may be taken therefrom.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.

CITY OF ELMHURST, an Illinois  
Municipal corporation

By: \_\_\_\_\_  
Thomas D. Marcucci, Mayor

Attest:

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

OWNERS:

\_\_\_\_\_  
Peter Osmanski

West Suburban Bank, as Trustee under a  
Certain Trust Agreement dated 7/17/03  
and known as Trust No. 12436

By: \_\_\_\_\_  
Trust Officer

Attest:

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

STATE OF ILLINOIS        )  
                                          ) SS.  
COUNTY OF DU PAGE     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas D. Marcucci, Mayor of the City of Elmhurst, an Illinois home rule municipal corporation, and Patty Spencer, City Clerk of said City, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth, and the said City Clerk then and there acknowledged that she, as custodian of the corporate seal of said City, did affix the corporate seal of said City to said instrument, as her own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2007

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

Commission Expires:

\_\_\_\_\_

STATE OF ILLINOIS        )  
                                          ) SS.  
COUNTY OF DUPAGE        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Peter Osmanski, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

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

My commission expires:

\_\_\_\_\_

STATE OF ILLINOIS        )  
                                          ) SS.  
COUNTY OF DU PAGE     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid,  
DO HEREBY CERTIFY that \_\_\_\_\_, \_\_\_\_\_, of  
West Suburban Bank and \_\_\_\_\_,  
of said Bank, who are personally known to me to be the same persons whose names are  
subscribed to the foregoing instrument as such \_\_\_\_\_ and  
\_\_\_\_\_, respectively, appeared before me this day in person and  
acknowledged that they signed and delivered the said instrument as their own free and  
voluntary act and as the free and voluntary act of said Bank, for the uses and purposes  
therein set forth, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2007

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

Commission Expires:

\_\_\_\_\_

## EXHIBIT "A"

P.I.N. 03-26-106-004, commonly known as: 371 W. Evergreen Lane

LOT 2 IN CHURCHVILLE MANOR, A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED ON MAY 20, 1955 AS DOCUMENT 757778, IN DUPAGE COUNTY, ILLINOIS.

## EXHIBIT "B"

P.I.N. 03-26-106-002, commonly known as 389 W. Evergreen Ln

LOT 1 IN CHURCHVILLE MANOR, A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED ON MAY 20, 1955 AS DOCUMENT 757778, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 03-26-106-003, commonly known as 381 W. Evergreen Ln.

LOT 4 IN CHURCHVILLE MANOR A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED ON MAY 20, 1955 AS DOCUMENT 757778, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.03-26-106-005, commonly known as 361 W. Evergreen Ln.

LOT 3 IN CHURCHVILLE MANOR A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED ON MAY 20, 1955 AS DOCUMENT 757778, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 03-26-107-003, commonly known as 372 W. Evergreen Ln.

LOT 7 IN CHURCHVILLE MANOR, A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED ON MAY 20, 1955 AS DOCUMENT 757778, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 03-26-107-004, commonly known as 362 W. Evergreen Ln.

LOT 6 IN CHURCHVILLE MANOR, A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED ON MAY 20, 1955 AS DOCUMENT 757778, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT "C"

ADDRESS	PARCEL NUMBER	RECAPTURE AMOUNT
389 Evergreen	03-26-106-002	\$4,757.25
381 Evergreen	03-26-106-003	\$4,757.25
372 Evergreen	03-26-107-003	\$4,757.25
362 Evergreen	03-26-107-004	\$4,757.25
361 Evergreen	03-26-106-005	\$4,757.25

ZO-16-2007

**AN ORDINANCE GRANTING AN OFF-STREET PARKING VARIATION ON THE  
PROPERTY COMMONLY KNOWN AS 533 SOUTH YORK STREET  
(OLYMPIC CHIROPRACTIC)**

---

WHEREAS, the City of Elmhurst has heretofore adopted an ordinance entitled the AElmhurst Zoning Ordinance@; and

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

WHEREAS, Patcal Investments LLC is the owner and Pat Calgano d/b/a Olympic Chiropractic is the tenant (collectively the "Applicants") of certain property legally described as follows:

LOTS 13 AND 14 IN BLOCK 1 IN CASE'S ADDITION TO SOUTH ELMHURST, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 1890 AS DOCUMENT 43721 IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 06-12-120-004

commonly known as 533 S. York Street, Elmhurst, Illinois (ASubject Property@); and

WHEREAS, the Subject Property is subject to Section 10.2 (Off-Street Parking), of the Zoning Ordinance which requires a minimum of twenty (20) parking spaces for the 4,944 square foot building currently located thereon; and

WHEREAS, the Applicants wish to construct an addition to the existing office building which when combined with the existing building would require 27 parking spaces; and

WHEREAS, the Applicants have submitted their application for variation to reduce the required number of parking spaces from twenty-seven (27) to zero (0) for the purpose of constructing the aforesaid addition on the Subject Property; and

WHEREAS, on October 25, 2007, the Zoning Board of Appeals conducted a public hearing at 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 November 7, 2007, the Zoning Board of Appeals filed its report of findings and recommendations on the aforesaid variation recommending that the same be granted; and

WHEREAS, on November 14, 2007, the Development, Planning and Zoning Committee of the City Council recommended approval of such variation; and

WHEREAS, all applicable requirements of Section 3.8 of the Elmhurst Zoning Ordinance relating to the granting of variations have been met.

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

SECTION 1. That the recitals hereto are incorporated as part of this ordinance.

SECTION 2. That the City Council makes the following findings of fact:

- a) That the plight of the owner is due to unique circumstances; and
- b) That the variation will not alter the essential character of the neighborhood; and
- c) The property in question cannot yield a reasonable return or provide the owner a reasonable enjoyment of the property if permitted to be used only under the conditions allowed by the regulations in its zone.

SECTION 3. That a variation to Section 10.2 (Off-Street Parking), of the Elmhurst Zoning Ordinance is hereby granted to permit a reduction of the number of required parking spaces from twenty-seven (27) to zero (0), for the purpose of allowing the construction of an addition to the office building located 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 recommendation of the Zoning Board of Appeals.

SECTION 4. That the City Clerk is directed to transmit a copy of this ordinance to Darrell Whistler, Chairman, Zoning Board of Appeals, Nathaniel J. Werner, Planning and Zoning Administrator, Patcal Investments, LLC, 447 South York Street, Elmhurst, Illinois 60126 and Mr. Pat Calgano, Olympic Chiropractic, 533 South York Street, Elmhurst, Illinois 60126.

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 after passage and publication according to law.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Thomas D. Marcucci, Mayor

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.  
Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_

Patty Spencer, City Clerk

H:\Susan\COE\Ordinances\olympic.variation.doc

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance B Off-Street Parking Variation, 533 South York Street (Olympic)

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Attached for Council consideration is an ordinance which would grant a 100% Off-Street parking variation for the property located at 533 South York Street. The Applicants, Patcal Investments and Pat Calgano of Olympic Chiropractic wish to construct an office building addition, a consequence of which would be the elimination of any area for off-street parking. The Zoning Board of Appeals agreed that adequate parking is provided by publicly owned or publicly controlled parking lots in the vicinity.

ZO-17-2007

**AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT  
FOR THE PURPOSE OF RELOCATING A PYLON SIGN ON THE PROPERTY  
COMMONLY KNOWN AS 104 EAST FULLERTON AVENUE  
(DOTI LIQUORS)**

---

WHEREAS, the City of Elmhurst has heretofore adopted an Ordinance entitled the AElmhurst Zoning Ordinance@; and

WHEREAS, Section 3.11 of the Elmhurst Zoning Ordinance sets forth the standards with respect to conditional uses; and

WHEREAS, E & M Management Company is the owner and Doti Liquors is the tenant (collectively the "Applicants"), of certain property legally described as follows:

Plat of Survey of Lots 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 in Block 36 in H.O. Stone and Co.'s Elmhurst Addition, being a Subdivision of part of Sections 25, 35 and the North West ¼ of 36, Township 40 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded December 20, 1922 as Document 161539 and Certificate of Correction filed March 10, 1923 as Document 163482, except that part taken for Roadway, in DuPage County, Illinois.

P.I.N. 03-36-100-019

Commonly known as 104 E. Fullerton, Elmhurst, Illinois (ASubject Property@); and

WHEREAS, the Subject Property is located within the C-2 Community Shopping and Service Zoning District the regulations of which allow pylon signs as a conditional use; and

WHEREAS, the Applicants have submitted their application for a conditional use permit to allow the relocation of a pylon sign on the Subject Property; and

WHEREAS, on October 11, 2007, the Zoning and Planning Commission conducted a public hearing at 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 October 29, 2007, the Zoning and Planning Commission rendered its decision on the aforesaid conditional use application, recommending that the application be granted subject to certain conditions; and

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Elected Officials

10-13-07

WHEREAS, on November 16, 2007, the Development, Planning and Zoning Committee of the City Council concurred with the recommendation of the Zoning and Planning Commission; and

WHEREAS, all applicable requirements of Section 3.11 of the Elmhurst Zoning Ordinance relating to the granting of conditional uses have been met.

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

SECTION 1. That the recitals hereto are incorporated as part of this ordinance.

SECTION 2. That the City Council finds, in connection with the conditional use for a pylon sign.

- A. 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;
- B. 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;
- C. That the establishment of the conditional use will not impede the normal or ordinary development and improvement of the surrounding property for uses permitted in the district;
- D. That adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided;
- E. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;
- F. That the proposed conditional use is not contrary to the objectives of the current comprehensive plan for the City of Elmhurst; and
- G. That the conditional use shall, in all 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.

SECTION 3. That a conditional use permit is hereby granted to E & M Management and Doti Liquors for the purpose of relocating a pylon sign on the Subject Property, subject to the following conditions:

- A. That the electronic reader board included as part of the pylon sign be restricted to amber text only, the message thereon changing at a minimum of 5 second intervals and that reader board portion of the sign shall have no moving or flashing lights nor any animation;
- B. That the conditional use shall otherwise be constructed, installed, maintained and used in accordance with the evidence submitted to and the recommendation of the Zoning and Planning Commission.

SECTION 4. That the City Clerk is directed to transmit a copy of this ordinance to Darrell Whistler, Chairman, Zoning and Planning Commission, Nathaniel J. Werner, Planning and Zoning Administrator, Mr. Neil Juhn, E & M Management Company, P.O. Box 573, Winfield, Illinois 60190 and Mr. George Benos, Doti Liquors, 831 East Stone Court, Addison, Illinois 60101.

SECTION 5. All ordinance 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 after passage and publication according to law.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Thomas D. Marcucci, Mayor

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

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

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

## COUNCIL ACTION SUMMARY

SUBJECT: Ordinance - Conditional Use Permit for a Pylon Sign on the Property located at 104 East Fullerton Avenue (Doti Liquors)

ORIGINATOR: City Attorney

### DESCRIPTION OF SUBJECT MATTER:

Attached for Council consideration is an ordinance which would grant a conditional use permit for relocation of a pylon sign for Doti Liquors located at 104 East Fullerton Avenue. The ordinance is subject to the conditions that:

- A) the electronic reader board portion of the sign have only amber text, changing at a minimum of 5 second intervals, with no moving or flashing lights nor any animation; and
- B) the conditional use be constructed, installed, and maintained in accordance with the evidence submitted to and the recommendation of the Zoning and Planning Commission.

11

R-27-2007

**A RESOLUTION APPROVING A CONTRACT WITH  
THE CHICAGO CENTRAL & PACIFIC RAILWAY COMPANY  
FOR THE PURCHASE OF CERTAIN REAL PROPERTY  
FOR USE AS A PORTION OF A FIRE STATION SITE**

WHEREAS, the City Council has determined that the City should purchase certain real property for use as part of the site for a new Fire Station; and

WHEREAS, the City has negotiated a contract with the Chicago, Central & Pacific Railway Company ("CC&P") for the purchase of such property; and

WHEREAS, the City Council deems it to be in the best interest of the City and its citizens to enter into said Contract.

NOW, THEREFORE BE IT RESOLVED BY THE City Council of the City of Elmhurst, DuPage and Cook Counties, Illinois that the Real Estate Contract by and between the City and the CC&P, a copy of which is attached hereto as Exhibit "A" is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is authorized to sign and the City Clerk is authorized to attest to said Contract.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Thomas D. Marcucci, Mayor

Passed this \_\_\_\_ day of \_\_\_\_\_, 2007.

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

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

**Copies To All  
Elected Officials**

12-13-07

COUNCIL ACTION SUMMARY

SUBJECT: Resolution – Approval of Real Estate Sales Contract with Chicago, Central & Pacific Railway – Fire Station No. 2 Site

ORIGINATOR: Assistant City Attorney

DESCRIPTION OF SUBJECT MATTER:

As the Council is aware, a portion of the proposed site for the new Fire Station No. 2 includes property currently owned by the Chicago, Central & Pacific Railway, (“CC&P”). A contract for the purchase of a strip of land 18’ wide and 348’ in length for the sum of \$5.75/square foot (\$36,000) has been prepared. The contract is contingent upon the City and Park District entering into a lease agreement for the remainder of the Fire Station site. (see page 7, item 3 under ‘Addendum to Offer’)

A Resolution approving the contract with the CC&P is attached for Council consideration.

## REAL ESTATE SALE CONTRACT

To: Business Development & Real Estate  
CN  
c/o Rail Property Management  
57 Ogden Avenue  
Clarendon Hills, Illinois 60514  
Telephone: 630-325-6602  
Fax: 630-325-6908

The undersigned, hereinafter called Buyer, hereby offers to buy from Chicago, Central & Pacific Railroad Company, an Delaware corporation, hereinafter called Seller, the interest of Seller in the real estate hereinafter described and called the "Premises", on the following terms and conditions:

1. **Price.** Buyer agrees to pay Seller a total purchase price of Thirty Six Thousand dollars (\$36,000.00) payable at Closing.
2. **Deposit.** A deposit of \$4,000.00 (the "Deposit") is delivered to Seller contemporaneously with the delivery of this offer. The Deposit shall be applied against the purchase price at Closing or applied as provided in Paragraph 9. Any interest on the Deposit shall be the property of Seller.
3. **Property.** The property to be conveyed (the "Premises") are shown on Exhibit A attached hereto and made a part hereof, and are located in or near the City (Village) of Elmhurst, County of Du Page, State of Illinois.

The following tracks and appurtenances, buildings or other improvements are not included in the Premises to be conveyed and may be removed by Seller within ninety (90) days (weather permitting) after delivery of the Deed: **NOT APPLICABLE**. If not so removed within such period they shall be considered abandoned by Seller and become the property of Buyer in place, "as is, where at".

4. **Conveyance.** Seller shall convey or cause the Premises to be conveyed to Buyer by Quit Claim Deed (Except in the State of Louisiana it shall be by Act of Sale Without Warranty or Return of the Purchase Price), hereinafter called the "Deed", subject to the exceptions and reservations contained in this Contract. The Buyer in the Deed shall be the undersigned Buyer unless Buyer designates a nominee by written notice to Seller within fifteen days after the acceptance of this offer. Such nominee may be any entity owned or controlled by Buyer or under common ownership or control with Buyer; any other nominee is subject to the written approval of Seller. Buyer guarantees performance by such nominee of all terms and conditions hereof. The legal description to be used in the Deed shall be furnished to Buyer upon Seller's acceptance of this Contract. In the event a survey is required in order to prepare the legal description, Seller shall so notify the Buyer and Buyer shall, at Buyer's expense, obtain and deliver to Seller a plat of survey within forty-five (45) days of Seller's acceptance. This Contract may not be assigned by Buyer except to such permitted nominee as set forth above.

SELLER, BY NATURE OF THE QUITCLAIM DEED, MAKES NO REPRESENTATION OR WARRANTY CONCERNING THE CONDITION OF THE PREMISES OR ITS TITLE.

5. **Evidence of Title.** BUYER SHALL, AT ITS EXPENSE DO ONE OF THE FOLLOWING: (1) Obtain and furnish to Seller, within twenty (20) days after Seller's acceptance of this offer, a preliminary title report or commitment from a title insurance company, or (2) Provide a letter to Seller that says that Buyer is aware of possible clouds on Seller's title, but that Buyer is assuming this risk and will not obtain a title report or commitment. If Buyer chooses Option 1, Buyer shall deliver to Seller, within ten (10) days after receipt of such title evidence, a written statement specifying the defects, if any, other than the permitted exceptions and reservations set forth herein, which render Seller's title unmarketable. In the event Buyer claims title defects, the time of Closing shall be extended for a period of up to 60 days after receipt of such statement until the claimed title defects are cured. If Seller is unable or unwilling to cure such defects within such 60-day period, and Buyer is unwilling to accept the Deed subject to such defects, then either party may terminate this Contract by delivering written notice to the other party of its intention to do so within 10 days thereafter. Upon termination, Seller shall return the Deposit to Buyer. If Buyer shall fail to deliver to Seller a statement of title defects within ten (10) days after receipt of evidence of title from Seller, Buyer shall be deemed to accept title as shown on the title evidence and to waive any objections to title.
  
6. **Exceptions.** This Contract and the Deed shall be subject to and in accordance with the following exceptions, reservations and conditions:
  - (A) standard exceptions of the Title Company in its title policies issued in the state in which the Premises are located.
  - (B) special taxes or assessments for improvements not yet completed, if any.
  - (C) installments not due at the date hereof of any special tax or assessment for improvements completed, if any.
  - (D) general taxes, if any, for the tax year prior to the year in which the Deed is delivered and subsequent years. If the Premises are locally assessed for the year in which the Deed is delivered, the taxes for such year shall be prorated as of the date on which the Deed is delivered on the basis of the most recent tax bill, unless the payment of taxes has been assumed by a tenant. If the Premises is assessed as railroad operating property by the State in which the Premises is located, then the Seller agrees to pay, when due, taxes for the year in which the deed is delivered and prior years, assessed in Seller's name.
  - (E) building, building lines and use or occupancy restrictions, zoning and building laws or ordinances, and other laws, ordinances, requirements, limitations, restrictions, regulations and codes which are or may be imposed upon the Premises by any governmental authority having jurisdiction thereof.
  - (F) roads and highways, if any.

- (G) judgment liens; however, any judgment against Seller which may appear of record as a lien against the Premises shall be settled and satisfied by Seller if and when it is judicially determined to be finally valid, and Seller shall indemnify the Buyer for all loss arising out of Seller's failure to have such judgment lien so settled and satisfied. This provision shall survive the Closing of this transaction and the delivery of the Deed.
  - (H) covenants, conditions and restrictions of record, and recorded licenses and easements.
  - (I) Existing leases identified on Exhibit B attached hereto and made a part hereof. **Not applicable.**
  - (J) The sale of the Premises is subject to all of the rights of the owner of the mineral estate in said Premises, if any. If, however, it is found that Seller has mineral right in the Premises, such rights will not be retained by Seller but will pass to Buyer by the Quitclaim Deed from Seller as set forth in Section 4 herein.
  - (K) rights of any government agencies, public or quasi-public utilities for the use, maintenance, repair, replacement and reconstruction of existing driveways, roads and highways, conduits, sewers, drains, water mains, fiber optics cables and/or communications systems, gas lines, electric power lines, wires, and other utilities and easements.
  - (L) acts by, through or under Buyer.
7. **Reservations.** Seller shall reserve for itself, its successors and assigns, the right for the continued use, maintenance, repair, replacement and reconstruction of all existing driveways, roads, highways, conduits, sewers, drains, water mains, fiber optics cables and/or communications systems, gas lines, electric power lines, wires and other utilities and easements on the Premises, whether or not of record, including access thereto. Buyer will not interfere with the rights herein reserved by Seller or interfere with any facilities used pursuant thereto. In addition, if all or any portion of the Premises are located within five hundred (500) feet of a railroad right-of-way, Buyer agrees that the Premises shall be conveyed subject to the reduction in use and enjoyment and inconveniences, including noise, vibrations and odors, which may result from rail operations on adjacent or near-by properties. This provision shall survive the closing of this transaction and the delivery of the Deed.
8. **Due Diligence.** During the forty-five (45) day period following acceptance of this Contract (the "Due Diligence Period"), Buyer shall have the right, at Buyer's expense, to enter onto the Premises at reasonable times for the purpose of inspecting, surveying and making environmental and engineering studies and soil tests. Buyer agrees to indemnify and hold Seller harmless from all costs, expenses, liability and damages, including attorneys' fees, incurred or arising in connection with anything done or work performed by, through or under Buyer pursuant to the provisions of this paragraph, regardless of Seller's negligence. In conducting any inspections, investigations or tests of the Premises, Buyer and its agents and representatives shall: (i) maintain comprehensive general liability (occurrence) insurance in form and amounts reasonably

satisfactory to Seller, covering any accident arising in connection with the presence of Buyer, its agents and representatives on the Premises and shall deliver a certificate of insurance verifying such coverage to Seller prior to entry upon the Premises; (ii) not permit any liens to attach to the Premises by reason of the exercise of its rights hereunder; (iii) fully restore the Premises to the condition in which the same was found before any such inspections or tests were undertaken; and (iv) not reveal or disclose any information obtained during such inspections, investigations or tests concerning the Premises to any third party, regardless of Seller's negligence. Buyer shall provide Seller with copies of all inspection reports, surveys, and environmental assessments obtained by Buyer with respect to the Premises. In the event that Buyer determines that the condition of the Premises is unsatisfactory and gives written notice of termination to Seller prior to the expiration of the Due Diligence Period, this Contract shall be terminated and the Deposit returned to Buyer. If Buyer fails to so terminate, Buyer shall purchase the Premises and any improvements thereon in an "as is, where at" condition and subject to all faults of every kind and nature whatsoever, whether latent or patent and whether now or hereafter existing. Buyer represents and warrants to Seller that Buyer has not relied, and shall not rely, upon any representations or statements or the failure to make any representation or statement, by Seller or Seller's agents or employees or by any person acting, or purporting to act, on behalf of Seller. Buyer specifically agrees that Seller shall not be obligated to do any restoration, repairs, remediation or other work in connection with the Premises, that Seller shall not be liable for any restoration, repairs, remediation or other work necessary to cause the Premises to meet any applicable laws, ordinances, requirements, limitations, restrictions, regulations or codes, or be suitable for any particular use, and that Buyer shall indemnify and hold Seller harmless from all costs, expenses, liability and damages, including attorneys' fees, incurred or arising in connection with any such restoration, repairs, remediation or other work. Buyer waives, releases, acquits and forever discharges Seller, its employees and agents and any other person acting on behalf of Seller, of and from any and all claims, actions, causes of action, liabilities, demands, rights, damages, cost, expenses, or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Buyer now has or may have or which may arise in the future on account of or in any way growing out of or in connection with any Hazardous Materials or Other Conditions on, under, from or affecting the Premises or any law or regulation applicable thereto. This provision shall survive the closing of this transaction and the delivery of the Deed.

9. **Closing.** The Closing shall occur, via mail, within ten (10) days after expiration of the Due Diligence Period as set forth in Section 8 of this Contract, or at the time, date and location mutually agreeable to Buyer and Seller. Buyer agrees to purchase, affix and cancel all documentary stamps in the amount prescribed by statute, and pay all required transfer taxes and fees incidental to the recordation of said Deed. Buyer shall apply for any lot splits or tax divisions with the appropriate local authorities at Buyer's cost and expense.
10. **Real estate commission.** Buyer warrants that Buyer did not engage or use the services of any real estate broker or agent in connection with this Contract and agrees to indemnify, defend, and hold harmless Seller against any and all claims by any broker or agent for a fee or commission arising out of this Contract. The warranty in this paragraph shall survive the Closing.

11. **Regulatory approval.** If Seller is required to obtain regulatory approval of this transaction by any agency, the Closing date shall be extended for the time required to obtain such approval. If such approval cannot be obtained within sixty days, either party may terminate this Contract by written notice to the other and, upon termination, Seller shall return the Deposit to Buyer.
12. **Liquidated damages.** Time is of the essence of this Contract. If Buyer shall default or fail to perform the requirements of this Contract within the time limits herein specified, the Seller may retain the Deposit as liquidated damages and just compensation, and not as a penalty or forfeiture, and declare this Contract terminated. In the event of default by Seller, Buyer's sole remedy shall be a return of the Deposit.
13. **Notices.** All notices and demands herein required shall be in writing sent by telecopier, overnight courier or certified or registered mail to the other party at the address shown herein. Notices sent by (i) telecopier shall be deemed made upon confirmed transmission; (ii) overnight courier shall be deemed made one business day after being sent; and (iii) certified or registered mail shall be deemed made three days after mailing.
14. **Condemnation or Casualty.** If, prior to the Closing of this sale, all or any portion of the Premises are condemned, damaged or destroyed, Buyer shall have the option of either accepting an assignment of any condemnation or insurance proceeds or to terminate this Contract. Buyer shall deliver written notice of its election to Seller within ten (10) days of the date Seller notifies Buyer of such condemnation, damage or destruction. If Buyer fails to notify Seller, Buyer shall be deemed to elect to close and accept an assignment of the proceeds. If Buyer terminates, the Deposit shall be returned to Buyer.
15. **Miscellaneous.**
  - (A) Time is of the essence in the performance of each and every one of the terms of this Contract. Whenever any determination is to be made or action to be taken on a date specified in this Contract, if such date shall fall upon a Saturday, Sunday or legal holiday, the date for such determination or action shall be extended to the first business day immediately thereafter.
  - (B) This Contract embodies the entire agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties concerning the Premises. No oral statements shall be of any force or effect. No variation modification or alteration of the terms hereof shall be binding upon either party unless set forth in an express and formal written amendment.
  - (C) This Contract shall be construed in accordance with the laws of the State of Illinois.
  - (D) For the purposes of this Agreement, (i) "Hazardous Materials" include, without limit, any flammable explosives, radioactive materials, hazardous wastes,

hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (49 U.S.C. 1801, *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6901, *et seq.*), the Toxic Substances Control Act, as amended (15 U.S.C. 2601, *et seq.*) and in the regulations adopted and publications promulgated pursuant thereto, as such laws or regulations not exist or may exist in the future, and (ii) "Other Conditions" include, without limit, methane and other gases, petroleum and any fraction thereof, nonhazardous wastes or materials, and any physical conditions or other subsurface conditions which arise out of or are in any way related to current or previous uses or activities on the Premises.

16. **Other Conditions.** This contract is subject to additional conditions and/or provisions as set forth in the Addendum attached hereto and made a part hereof which with this contract constitute the entire agreement between the parties.
17. **Acceptance.** This Contract, and any attached Addendum, when accepted and signed by the Seller, shall constitute the entire agreement between the parties and shall thereafter be binding upon and inure to the benefit of the Seller and the Buyer, their heirs, administrators, successors and assigns. The execution and delivery of this Contract by Buyer constitutes an offer to purchase the Premises on the terms described herein, which offer shall remain irrevocable and available for acceptance by Seller for a period of thirty (30) days after the date of Buyer's signature below. This offer shall not become binding upon Seller until executed by Seller and a duplicate original of this Contract is delivered to Buyer.

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates set forth below.

Buyer:

Buyer's Address for notices:

\_\_\_\_\_

\_\_\_\_\_

Buyer (print or type)

\_\_\_\_\_

Attention: \_\_\_\_\_

Buyer's signature and title

Fax No.: \_\_\_\_\_

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

Accepted by Seller this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY**, a Delaware corporation.

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

Title: Regional Manager--Southern Region, Business Development and Real Estate

## ADDENDUM TO OFFER

Offer/Real Estate Sales Contract dated \_\_\_\_\_, 20\_\_

Buyer: \_\_\_\_\_

Seller: Chicago, Central & Pacific Railroad Company

### 1. DRAINAGE COVENANT

Buyer covenants and agrees that it shall not do nor cause to be done any act that will impede the natural flow of drainage water over the Premises to be conveyed as to cause such drainage of water to accumulate on the property of Seller adjacent to the north boundary of the Premises to the detriment of Seller's, its successors or assigns use and enjoyment of Seller's property. Provided, however, this covenant shall in no way be construed to prohibit Buyer from erecting buildings or other improvements on the Premises to be conveyed so long as drainage, equivalent to that presently existing is maintained whether naturally or by other means. This covenant shall run with the Premises to be conveyed and be binding upon Buyer, its successors and assigns forever.

### 2. COVENANT TO CONSTRUCT AND MAINTAIN A FENCE OR BARRICADE

Buyer covenants and agrees that it shall construct a fence or barricade along the north boundary of the Premises to be conveyed as outlined in blue on Exhibit A and thereafter to maintain said barricade. The construction and maintenance of the aforesaid fence or barricade shall be the sole cost, risk and expense of Buyer and be of a type acceptable to Seller's Division Superintendent, or his designated agent. This covenant shall run with the Premises to be conveyed and be binding upon the Buyer, its successors and assigns forever.

### 3. CONTINGENT UPON ENTERING A LEASE AGREEMENT WITH ELMHURST PARK DISTRICT.

This contract is contingent upon the Buyer's ability, within Sixty (60)-days of Seller's acceptance of the contract, to enter into a lease Agreement with the Elmhurst Park District for the lease of approximately 13,000 square feet of property abutting the south property line of Premises. If after making every reasonable effort, Buyer is unable to complete the lease of said property and so notifies Seller in writing within said Sixty (60) day period, this contract shall be terminated and all earnest money shall be returned to Buyer. However, in the event Buyer fails to notify Seller within Sixty (60) day period of Seller's acceptance, Buyer shall be deemed to have waived this condition and this contract shall remain in full force and effect.

**EXHIBIT A**

The Premises

See the print marked Exhibit "A," dated 9/24/07, attached hereto and made a part hereof for a depiction of the Sale Premises.

ELMHURST ILL.

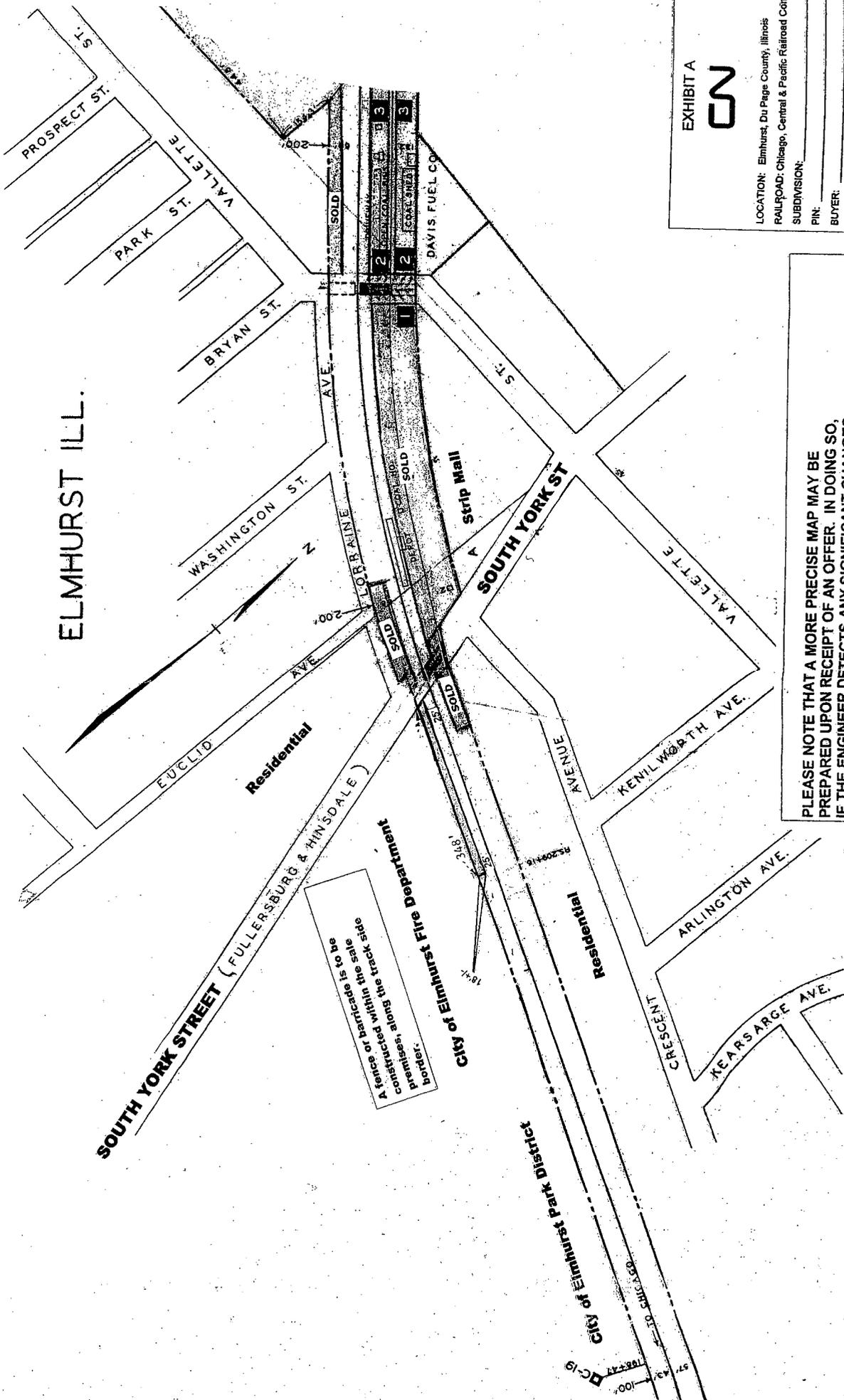


EXHIBIT A



LOCATION: Elmhurst, Du Page County, Illinois  
 RAILROAD: Chicago, Central & Pacific Railroad Company  
 SUBDIVISION:  
 PIN:  
 BUYER:  
 SCALE: DATE: 9/25/07

PLEASE NOTE THAT A MORE PRECISE MAP MAY BE PREPARED UPON RECEIPT OF AN OFFER. IN DOING SO, IF THE ENGINEER DETECTS ANY SIGNIFICANT CHANGES, THE BUYER WILL BE IMMEDIATELY NOTIFIED.

A reference of barricades is to be furnished with the sale and placed along the track side of the City of Elmhurst Fire Department

DC-19  
 188-27  
 57-1004  
 TO SHEET 58



# CITY OF ELMHURST

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

THOMAS D. MARCUCCI  
MAYOR  
PATTY SPENCER  
CITY CLERK  
CHARITY S. PIGONI  
CITY TREASURER  
THOMAS P. BORCHERT  
CITY MANAGER

## MEMORANDUM

**To:** Mayor Marcucci and Members of City Council  
**From:** Thomas P. Borchert, City Manager  
**Date:** December 11, 2007  
**Re:** City Council Questions Regarding Hahn Street Development Project

In response to the City Council's deliberations at the Council meeting of December 3, 2007, questions were forwarded to the City Manager's office. Questions were received from Aldermen Mulliner, Shea, Gow and Szczepaniak and their questions are attached and noted as Exhibit A.

Please accept the following responses which respond in a general fashion to all of the submitted questions.

- A summary memorandum was requested from Mr. David Strosberg and has been provided and is attached regarding the Pauli contract. Exhibit B
- Similarly, attached is a memo regarding use of EIFS (dryvit). Exhibit C
- Regarding leases, there remain only two leases in the two-story 242 Hahn medical building that need to be negotiated. The status of leases in that building are as follows:

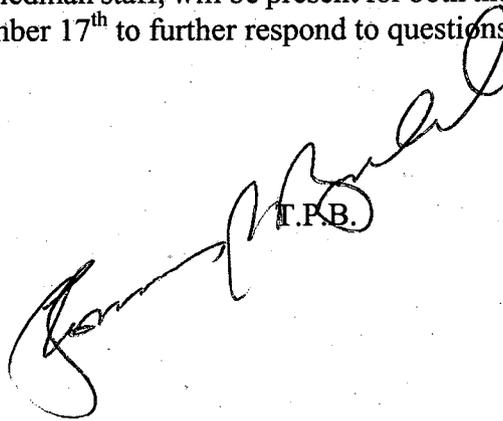
<u>Expiration Date</u>	<u>Suite #</u>	<u>Tenant</u>	<u>S.F.</u>	<u>Comments</u>
Month to Month	205	Segovia, Mila	1,100	
Month to Month	106	Hasanain, S.J.	2,600	
Month to Month	101	Elmhurst Dermatology	1,200	
2/14/2008	207	Has approved a sublease	1,100	Will vacate or may go to month to month after 2/14/08
10/31/2008	105	Wife of Dr. Hasanain	1,000	Has agreed to relocate
7/31/2010	201	Nelson, Thomas DDS	2,170	Two 5-yr renewal options
1/31/2012	102	Sanders, Donald B.	2,800	One 6-yr renewal option

As to terms going forward on lease buyouts, if necessary, no proposal was received from the Gammonley team or Strosberg team and those terms would need to be negotiated with a developer.

- Relative to developer's position on payment to the City for land, both developers have provided a response to the RFP, BUT final terms are typically negotiated and, as reported by Mr. Steve Friedman, best negotiated with one developer after authority to negotiate terms with that developer has been provided by the corporate authority.
- The reference in City Finance Proforma as to the value of parking spaces was provided in an estimate of construction costs completed by the City's Department of Public Works, engineering group and Director Mr. Hughes of \$20,000 per space. This is a rough estimate of construction costs of a tiered parking deck facility of approximately the size proposed by both developers. It is anticipated that verifiable audit information regarding costs associated with constructing any deck could be negotiated as it would relate to other terms of a development contract.
- Relative to permit fees, impact fees and utility relocation, environmental and stormwater matters, see attached Exhibit D for summary. Both developers have provided a proposal such that permit fees would be waived by the City. City staff recommends that the City's General Fund, which receives fees for building permits, should be provided a payment so the General Fund is made whole. The source of that permit fee would be negotiated with the successful developer and therefore paid for by the developer or paid for by TIF increment accruing from the development project. Impact fees are due the School and Park Districts and should be negotiated with the developer with payment from the developer or the City's TIF fund. Utility relocation – the Morningside proposal includes that Morningside will sponsor utility relocation up to \$100,000, but requests for any utility relocation above that be part of the infrastructure support from the City for financing from the TIF increment. Relative to stormwater, the DuPage County and City of Elmhurst stormwater ordinances are definitely applicable, as are all building and zoning codes and County codes. The developer needs to meet those obligations. Both developers have suggested that stormwater detention would be provided via below grade vaults. Elmhurst codes do not allow for water flow from a site to adversely affect adjacent property. Final engineering needs to be completed to assure that these criteria are followed and would certainly be part of a negotiated contract.
- Questions relative to how negotiations would proceed cannot be answered until those negotiations with a developer are initiated and concluded. Should Council so request, it is anticipated that a contract could be negotiated with either developer dealing with possible profit sharing (however, this may result in request for loss sharing), a clause (as in past City contracts with developers) as to allowed and not allowed real estate tax assessment appeals, as to performance bonds, and certainly as to no City façade renovation grant eligibility. Costs for closing would also be negotiated. Typically, the City pays its costs for closing and the developer pays their costs for closing.
- The City has borrowed limited dollars for the land acquisition associated with the project. The current interest on the borrowed funds is \$14,750 per month.
- Tax relief projected, conservatively by the City and by Friedman, suggests that the property tax increment plus sales tax and utility tax generated from project (\$955,130 Gammonley/\$1,037,042 Strosberg, however not revised for property tax exemptions) will be nearly \$1 million per year (over \$80,000/month) by the end of TIF. Other benefits as a result of higher density at the north edge of the Central Business District include additional purchasing power from the 82 - 89 housing units that will shop for retail goods and professional services within the Elmhurst community and the strengthened economics of the north downtown block, Central Business District and community in that regard.

- City staff concurs with Friedman adjustment of estimated property tax receipts due to real estate tax exemptions – adjustment is approximately \$350,000 in total through the end of TIF, or \$30,000/year.
- Because projected property tax increment from the Hahn project and other City designated revenues of the project are adequate to cover the public side investment for the project, there is NO impact to projected declaration of surplus funds related to the Intergovernmental Agreement with School District 205 for TIF extension. Staff believes previously distributed projections as shared with 205 remain accurate.
- The request for proposal document was written consistent with the Comprehensive Plan for the Central Business District and both developers' proposals seek no exceptions or variations from that Comprehensive Plan and Zoning Code as they comply with the request for proposal guidelines, with the exception of a technical variation needed for both proposals for building height due to architectural features. Both developers provided such features to enhance the project's appearance in response to the RFP.
- Other benefits to City:
  - Dry cleaner site environmental cleanup completed without City expense.
  - Gas station site environmental cleanup completed without City expense.
  - Redevelopment of 50% of north downtown block completed per City public/private contract to meet goals and objectives of Comprehensive Plan for block.
  - Anticipated City revenues and public benefits received from project fully pay back City expenditures in land assembly.
  - Remaining years of TIF are productively utilized to capture development created tax revenue to finance needed City support to project.
  - A minimum of 100 improved quality parking spaces are provided to City plus 42 to 54 spaces provided by developer for public parking for retail spaces.
  - Hahn St. streetscaping City expense estimated at \$507,000 is avoided.
  - Current City maintenance expense on surface parking lots and Hahn St. roadway and right-of-way ends.
  - All other anticipated City expenditures associated with development contract are fully reimbursed by City revenues and public benefits received from project.
- EAV of the City TIF 1 is illustrated on Exhibits E and F.

City staff, as well as S.B. Friedman staff, will be present for both the Executive Session and the full City Council meeting of December 17<sup>th</sup> to further respond to questions from the City Council.

  
T.F.B.

/pd



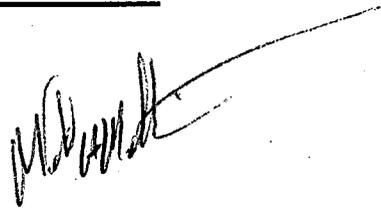
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CITY MANAGER

MEMORANDUM

To: Thomas P. Borchert, City Manager

From: Mark A. Mulliner, Alderman 7<sup>th</sup> Ward 

Date: December 6, 2007

Re: Questions Relative to Hahn Street Development

Please advise as to the following:

- How does Hahn Street redevelopment project support the Central Business District and City of Elmhurst generally?
- Does the Hahn Street redevelopment project affect the projected "declaration of surplus funds" within the TIF district that School District 205 is counting on?
- How does the proposed redevelopment plan comport with the recently approved Central Business District chapter of the Comprehensive Plan?
- Please provide an update as to the EAV history of the TIF from start to the present.

I believe most of these questions have been answered at some point over the last year as the City is evaluating the proposed redevelopment effort, but I am interested in a current response. Thank you.

Mark A. Mulliner

/pd

# Requests + Questions for Developers

1. 242 Hahn: There are 8 leases, are you taking responsibility for them?  
(RFP says successful applicant is responsible)
2. Are you willing to purchase any of the Hahn St. properties?
3. Are applicants looking for City to waive any fees or give variances if so what?
4. I wish to see agreement between Morningside & Paul's Station.
5. What water retention do you have planned so not to flood neighbors?

Pat Shea

## CITY OF ELMHURST



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THOMAS P. BORCHERT  
CITY MANAGER

Dec. 5, 2007

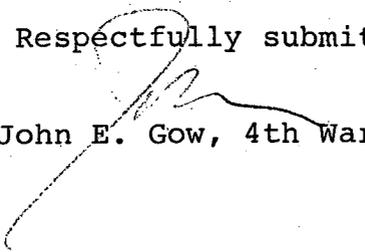
Tom,

These are my brief comments and/or questions.

1. No matter which developer we may select, Gammonley or Morningside, is it anticipated that Morningside will pass through to us, as our cost, Pauli's service station? If Morningside is not chosen, this is understandable. But in any event, I would be looking to reduce our costs and share the expense of Pauli's. Our land costs are already considerable. Since this piece of property is critical and now not clearly owned by anyone, this could and should be a bargaining chip for us.
2. Can we know in strictest privacy of course, the essentials of the arrangement Morningside has struck with PAULI'S?
3. Since a significant portion of Morningside's architectural plans involve the use of EIFS, which from my questioning of Mr. Friedman was found to be dryvit, we must discuss, negotiate. As a city we have fairly consistently rejected the use of this material as less attractive and as an inferior product. Therefore, we should insist it not be used or that a guarantee maintenance or replacement policy is in place.

Would the dryvit issue be negotiable? I think it is essential.

Respectfully submitted,

  
John E. Gow, 4th Ward Alderman

**ADDITIONAL QUESTIONS/COMMENTS  
FOR DEVELOPERS OF HAHN ST. (& CITY, if applicable)**

George Szczepaniak  
Alderman, 6<sup>th</sup> Ward  
December 5, 2007  
Page 1 of 3

1. The Option held by Morningside for the gas station:
  - a. Can the council be given a copy of the option agreement (in our next packet), given the assumption that we are in the final stages of the deliberation process?
  - b. Should Morningside not be voted as the developer of Hahn St., what is Morningside's intention with the option agreement?
    1. Will Morningside exercise the option agreement?
    2. If Morningside exercises the option agreement is it their intention to offer it the property for market value to either the city or Gammonly at the same price as the agreement?
    3. Can Morningside assign the option agreement?
    4. If the purchase price in the option agreement is higher than market value (under the assumption that it was the intent of Morningside to have the city ultimately pay for the land as part of the overall incentive) is Morningside willing not to exercise the option and let the city or the successful chosen developer deal direct with the gas station owner?
    5. Does Morningside intend to exercise the option, purchase it and hold the gas station as "hostage" to the development?
2. Existing Leases affected by a proposed Hahn St. development:
  - a. Who will bear the cost of each of these leases and their termination? (By now each developer can express their viewpoint on either no financial contribution, partial or that they will handle it-----I realize that the financial responsibility of this entire lease issue can be tied to what portion of the cost of the land on which these buildings stand will ultimately be paid by the developer, rather than receiving all land free as an incentive).
  - b. Identify the lessee and provide to the council the terms of each lease, including the detailed financial information for each lease.
  - c. Provide information on the past discussions with each lessee regarding how their individual lease will be handled should the Hahn St. development proceed.
  - d. Provide schedule of each lessee with the pertinent financial information to summarize exposure for either the developer or city.
  - e. Who will absorb the cost for relocation of the existing lessees—city or developer?
  - f. Who will arrange for new lease space for the existing lessees—city or developer?

3. By now both developers should know how "flexible" they are with their finances and what their corporate stance is on payment for all or a portion of the land.

- a. Given the project as currently proposed by each developer how much will they pay for the land?

George Szczepaniak  
Alderman, 6<sup>th</sup> Ward  
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- b. If the developer is not paying his fair share for the land will they be creative and transfer the retail space (in which they are retaining ownership) to the city as part of compensation for the land?

4. Will the developer provide specific, actual, verifiable-by-audit information regarding their costs associated with transforming land into parking spaces to ensure that the city is not double paying for parking spaces for which the city provided the land----*assuming the land for parking is no cost to the developer?*

- a. Provide backup of how \$20K per parking space was arrived at.  
b. How much of the \$20K is already included in city land purchases?

5. Need schedule itemizing the specific dollar amounts that the city normally charges, by line item, for each developer for: (Note: in a format of per unit and extended totals).

- a. Building permits  
b. Any impact fees  
c. Utility Relocation (why should city incur up to \$100K for Morningside utility relocation per yellow sheet?) Also, per the green sheet footnote 9 seems to contradict footnote 4 from the yellow sheet—footnote 4 indicates not to exceed amount of \$100K while footnote 9 indicates city responsibility for Utility Relocation Costs in Excess of \$100K----which is correct?  
d. Will Phase I environmental study be necessary? If so, I assume the developer would pay—is this correct?  
e. Why is city responsible for storm water? Who decided as council did not vote yet? Will developed pay? What is a better estimate than the \$150K used?  
f. How could parking be valued at \$20K per space when unless the developer pays for the land-----otherwise this is a number that cannot be supported with financial backup to arrive at this estimate, if it can be provided please provide detailed support?  
g. What portion of the above fees is a developer willing to pay? If the amount is "\$0" dollars-----why should a developer feel the city should pick up the entire expense?

**NOTE:** Since this has not been voted on and accepted as a city incurred fee we need to know what the dollar total is with a solid estimate. (Please refer to city prepared "yellow sheet" Fiscal

A-6

Impact Schedule B (Revised 8/16/07).

**NOTE:** The city prepared "green sheet" Fiscal Impact Schedule C (Revised 8/16/07) indicates Permits and Fees are \$375K for each developer. Given the difference in the development makeup I am assuming that the \$375K should not be the same for both estimates and I want to ensure that an estimate from August is accurate and current. Also, Leases were not included in this green sheet schedule.

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6. Regarding the financials, as a starting point I believe each of the developer's financials understate their profit margins substantially. If they disagree will they be willing to split dollar for dollar any revenue over their currently stated revenue?
7. I believe the city needs to pin down its past estimates and include information where (e.g. leases) where none was provided and needs to adjust, if necessary, its real estate tax benefits for the possibility of real estate tax exemptions.
8. There should be no problem for either developer to secure a "Performance Bond" for the project, please confirm with each developer and advise.
9. Will each developer accept a contract provision excluding the so-called "facade benefit?"
10. Will each developer accept a contract provision indicating their acceptance of a clause which will prohibit their protesting of real estate taxes for their developments?
11. Will developers accept the normal closing costs so the city does not incur closing costs associated traditional with the other party?
12. Explain the \$200K credit that the city would receive (again, per the previously referenced "green sheet" from Morningside for the 260 N. York property) since this was not an amount advised beforehand nor negotiated by the city council.
13. What is the current monthly debt service that the city is incurring for the land purchases to date?
14. Per a cost vs. value added approach and based on information provided to date, including presentations, I would request that we end SP Friedman's contract.



Morningside Equities Group, Inc.  
223 West Erie Street, 3rd Floor  
Chicago, Illinois 60610  
phone 312.280.7770  
fax 312.280.5353  
MPittman@MorningsideUSA.com

December 12, 2007

Mr. Tom Borchert  
CITY OF ELMHURST  
209 N. York Street  
Elmhurst, IL 60126

RE: Hahn Street RFP  
Service Station Acquisition and Use of EIFS

Dear Tom:

In response to your conversation with David Strosberg of Morningside Group, I have attached position statements regarding our acquisition of the Pauli service station and the use of EIFS on the proposed building's exterior façade. Both statements should provide the requisite additional information requested by staff and the City Council. Please feel free to distribute copies of our statements to the aldermen.

Should you have any questions or need any additional information, please do not hesitate to contact me at 312-280-7770 ext. 13.

Best regards,  
MORNINGSIDE EQUITIES GROUP, INC.

*Melissa A. Pittman*

Melissa A. Pittman  
Project Manager



**Morningside's Statement on Acquisition of Service Station  
December 12, 2007**

The original RFP was issued by the City of Elmhurst on November 20, 2006. The first sentence in paragraph "e" states, "Applicants are encouraged to pursue opportunities for partnerships with adjoining property owners, if partnering results in a feasible project". As a result of that statment, Morningside Group elected to approach the owners of Pauli's service station, a property directly adjacent to the RFP site. Morningside Group contacted Pauli's service station on November 22, 2006, and the service station suggested that we contact Ms. Judi Cuthbert, one of the Pauli family members. Morningside Group made contact with Ms. Cuthbert and asked whether she would be willing to meet with us to discuss the sale of her family's property. She agreed to met with us during the week of November 27, 2006. At this meeting, Morningside Group showed Ms. Cuthbert the RFP that the City had issued and explained to her that we were interested in purchasing her property. Ms. Cuthbert expressed interest and stated that her family was open to receiving offers on the property.

Morningside Group submitted an offer to Ms. Cuthbert on December 7, 2006. This was the same day that the City held an informational pre-bid meeting at City Hall. It should be noted that at this meeting, Mr. John Said specifically mentioned the Pauli's service station as a potential opportunity for partnership. According to Ms. Cuthbert, she did receive other inquiries regarding the purchase of the service station after the RFP was issued. We were not the only developer that contacted her, but we were the only developer who submitted an offer for consideration.

After weeks of negotiations, the Pauli family accepted a final offer from Morningside Group and a letter of intent was executed on January 11, 2007. This letter of intent was an agreement stating that both parties would work in good faith towards the execution of a purchase agreement. A binding purchase agreement was not executed until March 12, 2007. Due to a confidentiality provision in the purchase agreement between Morningside Group and the Pauli family, the transaction's details will only be released if Morningside is selected as the developer of the Hahn site.

Statements have been made that we had the upper hand in securing the gas station when all the facts prove that everyone had an equal opportunity to secure the service station property. Morningside Group recognized the importance of the Pauli's property to the overall site, and we were the only firm that took the opportunity seriously. Copies of the signature pages of both the letter of intent and the purchase agreement have been attached to prove that the property was not under any agreement prior to the issuance of the RFP. These documents also show that we worked towards the purchase of the service station during the time period in which everyone else had the opportunity to pursue it.

Mrs. Judi Cuthbert  
January 10, 2007  
Page Four

Unless previously accepted and delivered to the offices of the Purchaser (whether by hard copy, e-mail or fax), this offer expires on Friday, January 12, 2007 at 5:00 pm (CST). Purchaser and Seller agree that this proposal constitutes a Letter of Intent only and is not a binding contract and both parties agree work diligently and in good faith towards execution of a formal Agreement of Purchase and Sale ("Contract") that will set forth the complete terms of this transaction consistent upon completion of the Marathon Contingency Period.

Seller agrees not to actively market the Property during the Contract negotiation process. However, this provision shall not prohibit Seller from taking contact information from a prospective purchaser for the property that contacts Seller so that Seller can later contact such potential purchaser should the parties decide not to proceed with the closing on the purchase

Very truly yours,  
MORNINGSIDE EQUITIES GROUP, INC.

*Melissa A. Pittman*

Melissa A. Pittman  
Project Manager

*Judi Cuthbert*

Judi Cuthbert, Partner  
Pauli Family Partnership

Dated

1/11/07

Accepted by:  
Morningside Equities Group, Inc.

By:

*David M. Strosberg*  
David M. Strosberg, President

IN WITNESS WHEREOF, this Contract has been executed and delivered by the undersigned as of the dates written below.

**PURCHASER**

MORNINGSIDE EQUITIES GROUP, INC.,  
an Illinois corporation

By: David M. Strossberg  
Name: DAVID M. STROSSBERG  
Its: PRESIDENT

Address:  
223 West Erie Street  
3rd Floor  
Chicago, Illinois 60610  
Fax No. 312-280-7770

Date of Execution: March 14, 2007

**PURCHASER'S ATTORNEY:**

Name: Marc Joseph, Esq.

Address: Levenfeld Pearlstein, LLC  
2 North LaSalle Street  
13th Floor  
Chicago, Illinois 60602

Fax No.: (312) 346-8434

**SELLER:**

PAULI FAMILY PARTNERSHIP,  
Illinois partnership

By: Judith K. Cuthbert  
Name: JUDITH K. CUTHBERT  
Its: PARTNER

Address:  
1660 AINSLEY LANE  
COMBARD IL 60148

Fax No. 630 953-8714

Date of Execution: MARCH 12, 2007

**SELLER'S ATTORNEY:**

a Name: Doris Adkins Carter

Address: Carter & Tani  
402 E. Roosevelt Road, Suite 206  
Wheaton, IL 60187  
(630) 668-2135



**Morningside's Statement on the Use of EIFS  
December 12, 2007**

The use of EIFS (exterior insulation finishing system), also called synthetic stucco, is critical to maintaining the integrity of North District's design aesthetic. The site encompasses nearly 400 feet of frontage on York Street. So that the building would not appear massive, the façade is broken into three separate and distinct sections with individual architectural styles-- a Chicago Mercantile section, a Tuscan section, and a French Renaissance section. The use of a variety of exterior materials is required to maintain the unique appearance of each distinct section.

Note that only 7% of the exterior wall area is EIFS, and the remaining 93% is brick and stone masonry. No EIFS is used below the second floor. The rationale for using EIFS is not related to economy, but solely to aesthetics. We are deeply committed to maintaining the architectural integrity of this exceptional architectural design and limiting the exterior palette to solely masonry provides an inadequate contrast of materials and textures.

All the EIFS wall areas are backed-up by concrete block masonry. Unlike residential applications where the material is applied over wood studs, in this case the EIFS is applied over a strong, solid-masonry surface. Consistent with Morningside's attention to all the fine details of construction, all openings and transitions are carefully flashed to eliminate water infiltration.

Mr. Bruce Dubiel, Building Commissioner for the City of Elmhurst, was consulted regarding the use of EIFS on this building. Mr. Dubiel stated that he felt comfortable with this application of EIFS because of its very limited use above the first level. Morningside Group will use the Building Department's suggested EIFS construction details when constructing North District.

**City of Elmhurst, Illinois  
Hahn Street Development Project  
Summary Analysis of Developer Proposals**

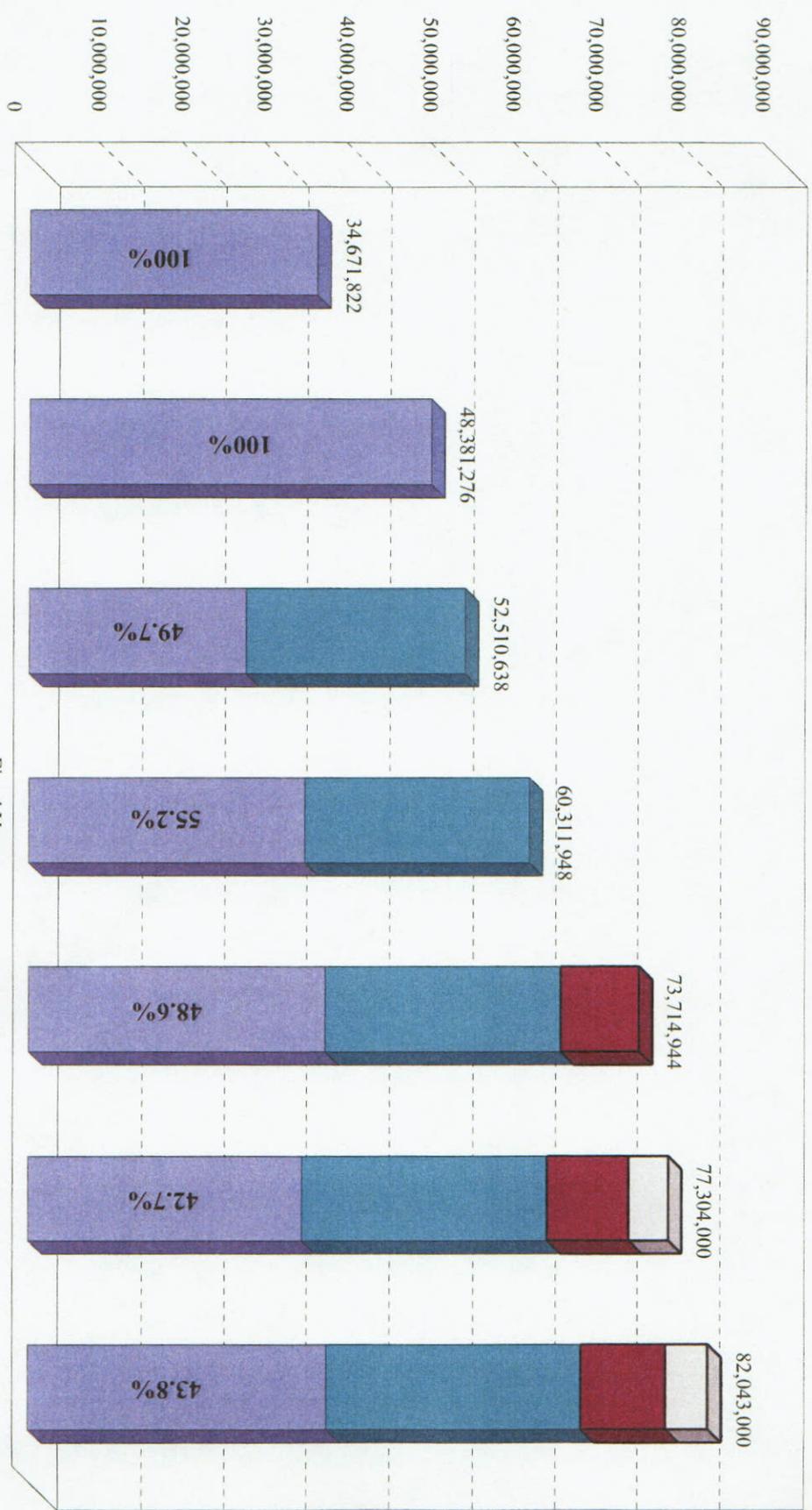
	Hahn/York Street Development	
	<u>Gammonley</u>	<u>Morningside</u>
Land	City	City (1)
Lease Disposition	City	City
Permits/Fees (2)	City	City
Environmental Remediation	Developer	Developer
Parking (100 Public)	Developer (3)	Developer
Stormwater	City	Developer
Streetscape/Public Open Space	Developer	Developer
Utility Relocation	Developer	Developer (4)

- (1) Developer has offered to credit City \$200,000 in acquisition costs for 260 N. York
- (2) City estimates all permits and fees in preliminary fashion at \$375,000 ± \$25,000
- (3) Developer to provide an additional 39 parking spaces above 100 public spaces required
- (4) Developer will pay up to \$100,000 - City responsible for expenses > \$100,000

# CITY OF ELMHURST

## EAV Increment - TIF I

EAV

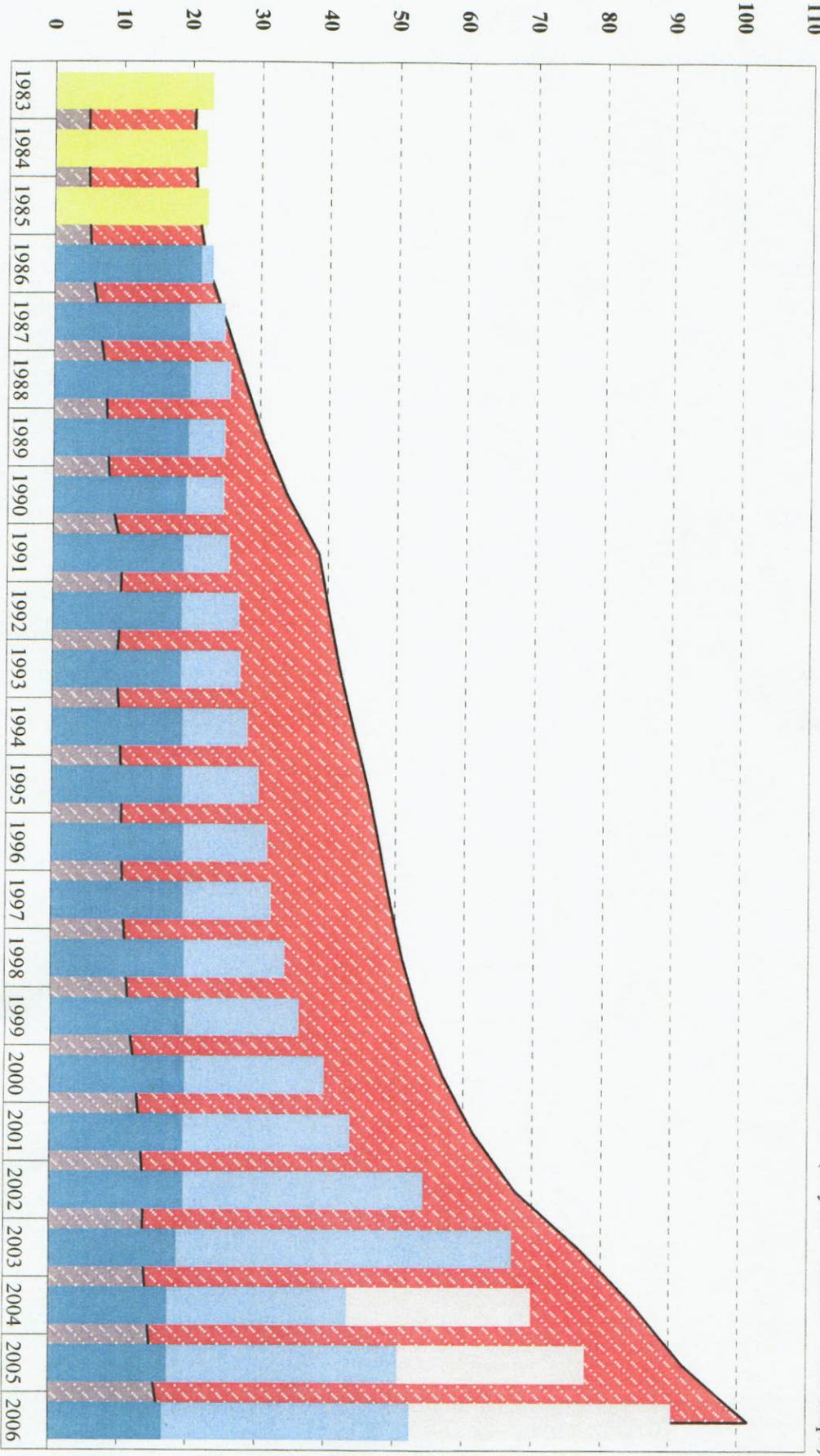


Fiscal Year	2007 Release	2006 Release	2004 Release	TIF EAV
2003/04	-	-	-	34,671,822
2004/05	-	-	-	48,381,276
2005/06	-	-	26,407,192	26,103,446
2006/07	-	-	27,018,966	33,292,982
2007/08	-	9,569,236	28,350,932	35,794,776
2008/09	4,870,000	9,952,000	29,485,000	32,997,000
2009/10	5,065,000	10,350,000	30,664,000	35,964,000

# CITY OF ELMHURST EAV Growth Comparison - Total City and TIF I

Millions (TIF EAV Growth - Bar Graph)

Millions (City EAV Growth - Area Graph)



- CBD EAV Prior to TIF
- TIF I Frozen Base
- TIF I EAV Increment
- TIF I Released Parcels
- Total City EAV Comm./Ind.
- Total City EAV Residential