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**AGENDA
OF BUSINESS TO BE BROUGHT BEFORE THE MEETING
OF THE CITY COUNCIL OF ELMHURST, ILLINOIS, 209 NORTH YORK
MONDAY, MARCH 17, 2008
7:30 P. M.**

- 1. Call to Order/ Pledge of Allegiance/Roll Call**
- 2. Public Hearing Tentative Annual 2008/2009 Budget for the City of Elmhurst, Illinois**
- 3. Receipt of Written Communications and Petitions from the Public**
- 4. Public Forum**
- 5. Consent Agenda**
 - a. Minutes of Regular Meeting Held on Monday, March 3, 2008 (City Clerk Spencer): Approve as published
 - b. Minutes of the Executive Session Held on Monday, March 3, 2008 (City Clerk Spencer): Receive and place on file
 - c. Accounts Payable – March 17, 2008 Total \$ 4,881,766.95
 - d. Bids, Installation of New Public Sidewalks on Belden Avenue (City Clerk Spencer): Refer to the Public Works and Buildings Committee
 - e. Bid: One (1) 2008 Ford F150 Super Cab 4x2 Pick-Up Truck – One (1) 2008 Ford F150 Super Cab 4x2 Pick-Up Truck (City Clerk Spencer): Refer to the Public Works and Buildings Committee (see item 5i)
 - f. Temporary Use and Event Permit Request – Blue Freedom Farm Markets – 2008 (City Manager Borchert): Concur with the City Manager's recommendation
 - g. Request for Push Cart (City Manager Borchert): Refer to the Public Affairs and Safety Committee
 - h. Report – Allied Waste (BFI) Contract Rate Adjustment (PW&B)
 - i. Report – Bid, One (1) 2008 Ford F150 4x2 Pick-Up and One (1) 2008 Ford F150 4x4 Pick-Up (PA&S) (see item 5e)
 - j. Report – York & Vallette Business Association's 2008 Farmer's Market (PA&S)
 - k. Report – Review of "Blade" (Projecting) Signs (DP&Z)
- 6. Committee Reports**
 - a. Report – Fire Station #2 Construction Manager
 1. Majority Report (PW&B)
 2. Minority Report (Not Available at Time of Distribution) (PW&B)
- 7. Reports and Recommendations of Appointed and Elected Officials**
 - a. Updates (Mayor Marcucci)

8. Ordinances

- a. O-07-2008 – An Ordinance Vacating Portions of Fillmore Street and Kirk Avenue
- b. ZO-07-2008 – An Ordinance Granting an Amended Conditional Use Permit for a Bank Drive-Through Facility on the Property Commonly Known as 535-539 Spring Road (Hezner-Inland Bank)

9. Other Business

10. Announcements

11. 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.

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF THE ELMHURST, ILLINOIS
HELD ON MONDAY, MARCH 3, 2008
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, MARCH 3, 2008
209 NORTH YORK STREET
ELMHURST, ILLINOIS**

EXECUTIVE SESSION

1. Executive session was called to order at 7:00 p.m. by Mayor Marcucci for the purpose of discussing Land Acquisition and Personnel.

Present: Diane Gutenkauf, Norman Leader, Pat Shea, Michael Bram, Moira Moriarty, Chris Nybo, George Szczepaniak, Steve Morley, Mark A. Mulliner

Absent: Michael J. Regan (arrived at 7:08 p.m.), Susan J. Rose, John Gow (arrived at 7:10 p.m.), Stephen Hipskind (arrived at 7:02 p.m.), Donna Lomnicki (arrived at 7:09 p.m.)

Also in attendance: City Treasurer Pigoni, Assistant City Attorney Spiroff, City Manager Borchert

Alderman Morley moved to convene into executive session for the purpose of discussing Land Acquisition and Personnel. Alderman Bram seconded. Roll call vote:

Ayes: Morley, Bram, Gutenkauf, Leader, Shea, Hipskind, Moriarty, Nybo, Szczepaniak, Mulliner

Nays: None

10 yeas, 0 nays, 4 absent
Motion duly carried

Alderman Bram moved to adjourn executive session. Alderman Mulliner seconded. Voice vote. Motion carried. Executive session adjourned at 7:24 p.m.

CALL TO ORDER/ROLL CALL

Attendance: 102

2. The Regular Meeting of the Elmhurst City Council was called to order by Mayor Marcucci at 7:40 p.m. Mayor Marcucci asked for a moment of silence in memory of former Alderman Frank N. Capparelli who passed away this week. The Mayor stated that the Mr. Capparelli was a great citizen and an outstanding Alderman.

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, Donna Lomnicki, Mark A. Mulliner

Absent: None.

Also in Attendance: City Treasurer Pigoni, Assistant City Attorney Spiroff, City Manager Borchert, Fire Chief Kopp, Deputy Fire Chief Bacidore, Finance Director Gaston, Assistant Finance Director Trosien, Police Chief Neubauer, Director of WWTP Streicher, City Engineer Keating, Operations Manager Morley, Director of PZED Said, Zoning Administrator Werner, Museum Director Bergheger, Human Resources Manager Johnson

PLEDGE OF ALLEGIANCE

3. The Pledge of Allegiance was led by Scout Troop #82 from Immanuel Lutheran School who were working towards obtaining a merit badge.

PUBLIC HEARING ANNEXATION AGREEMENT WITH ELMHURST MEMORIAL HEALTHCARE, INC., ROBERT W. PERRONE, WILLIAM POOLE AND KAREN POOLE (ELMHURST MEMORIAL HOSPITAL)

4. Mayor Marcucci opened the public hearing at 7:43 p.m. Mayor Marcucci asked for anyone interested in speaking concerning the **Annexation Agreement With Elmhurst Memorial Healthcare, Inc., Robert W. Perrone, William Poole and Karen Poole (Elmhurst Memorial Hospital)** please address the Council.

Scott Day
Day & Robert, P.C.
Suite 365
300 E. 5th Ave.
Naperville, IL 60563

Stated he is representing Elmhurst Memorial Healthcare in relation to the application for the new hospital campus. He introduced Mr. Leo Fronza, President & CEO of Elmhurst Memorial Healthcare.

Mr. Leo Fronza
401 S. Hill Ave.
Elmhurst, IL 60126

Spoke regarding the new hospital campus. He stated that the Certificate of Need (CON) was granted by the State of Illinois. He thanked Mayor Marcucci, the City Council, Development, Planning and Zoning Committee, Public Works and Buildings Committee and neighbors for their support. Mr. Fronza stated they are eager to begin the project and will appreciate their continued support.

Scott Day
Day & Robert, P.C.
Suite 365
300 E. 5th Ave.
Naperville, IL 60563

Mr. Day reviewed the process that has taken place over the last year. He stated it has been a three (3) party effort of co-operation: the hospital, City and neighborhood. The hospital is the only owner of the property that the Elmhurst Hospital new campus will be built on. He thanked the neighborhood and the City Council.

The public hearing closed at 7:50 p.m.

RECEIPT OF WRITTEN COMMUNICATIONS AND PETITIONS FROM THE PUBLIC

5. Mr. Daniel Cusack of 0South579 Kirk, Yorkfield, submitted a letter regarding the Elmhurst Hospital new campus and the ordinances before the City Council tonight. His letter asked Council to create a buffer zone between the new hospital campus and private property, keep neighborhood streets safe from hospital traffic, and keep the helipad in an isolated area. Mr. Cusack also submitted six (6) letters from other residents in the area of the Elmhurst Hospital new campus stating their concerns.

PUBLIC FORUM

6. Daniel Butler
242 Cayuga Ave.
Elmhurst, IL 60126

Thanked Mayor Marcucci and the Council for their support of the new hospital. Spoke in support of the new hospital campus and asked the Council to approve it.

Daniel Cusack
0S579 Kirk Ave.
Elmhurst, IL 60126

Spoke regarding concerns for the six (6) properties in the area of the new hospital campus that were not acquired. He asked Council to create a buffer zone between the new hospital campus and private property to keep the neighborhood streets safe from traffic and to keep the helipad in an isolated area.

Dave Atchison
61 Briarwood
Oak Brook, IL 60523

As the Vice- Chairman of Elmhurst Memorial Helathcare Board of Trustees and Trustee of the Elmhurst Memorial Hospital Board of Trustees, Mr. Atchison asked Council to support the new hospital campus.

Michael Carruth
15660 Harvard
Elmhurst, IL 60126

Spoke of the berm that will go down Harvard Street, stating his quiet street is going to turn into three (3) lanes of traffic.

Dan Spaeth
361 Montrose Ave.
Elmhurst, IL 60126

Spoke regarding the proposed bank drive-through on Spring Road, commenting the traffic is very bad and there is a lot of congestion. He urged Council to conduct a traffic study. He stated he is not in support of the drive-through.

Bill Treadeau
558 Fairview Ave.
Elmhurst, IL 60126

Thanked the City Council, especially the 5th Ward Aldermen, for their recent actions to require construction site fencing. He also spoke of sign ordinance violations stating he recently counted 151 violations.

Laura Ryan
15W750 Lexington St.
Elmhurst, IL 60126

Spoke of many residents being removed from the area by Elmhurst Memorial Hospital new campus has removed many residents and the remaining residents property values have been reduced along with the safety of the neighborhood.

Pete Folkerts
0S551 Kendall
Elmhurst, IL 60126

Expressed concern for the protection of the children and the property owners that remain.

Kirk Crueger
0S522 Kendall Ave.
Elmhurst, IL 60126

Spoke regarding C-2 zoning and the need for a berm.

Sue Edwards
0S480 Poplar Ave.
Elmhurst, IL 60126

Thanked Mayor Marcucci and the City Council for supporting a new hospital and asked the Council to approve the ordinances on tonight's agenda.

Tom Brown, M.D.
465 S. Stratford
Elmhurst, IL 60126

Thanked Mayor Marcucci and the City Council for supporting a new hospital and asked the Council to approve the ordinances on tonight's agenda.

Paul Jackson
15W306 Lexington
Elmhurst, IL 60126

Thanked Mayor Marcucci and the City Council for supporting a new hospital and asked the Council to approve the ordinances on tonight's agenda.

Cathy Aurand
376 Arlington Ave.
Elmhurst, IL 60126

Thanked Mayor Marcucci and the City Council for supporting a new hospital and asked the Council to approve the ordinances on tonight's agenda.

Kathleen Kelly
155 Willow Rd.
Elmhurst, IL 60126

Thanked Mayor Marcucci and the City Council for supporting a new hospital and asked the Council to approve the ordinances on tonight's agenda.

Laura Miller
378 May St.
Elmhurst, IL 60126

Thanked Mayor Marcucci and the City Council for supporting a new hospital and asked the Council to approve the ordinances on tonight's agenda.

Christina Purcell
654 Thomas St.
Elmhurst, IL 60126

Thanked Mayor Marcucci and the City Council for supporting a new hospital and asked the Council to approve the ordinances on tonight's agenda.

Susan Early
363 Madison St.
Elmhurst, IL 60126

Thanked Mayor Marcucci and the City Council for supporting a new hospital and asked the Council to approve the ordinances on tonight's agenda.

Shelly Meyers
773 Lombard Ave.
Elmhurst, IL 60126

Thanked Mayor Marcucci and the City Council for supporting a new hospital and asked the Council to approve the ordinances on tonight's agenda.

Maureen Joyce
373 Rex Blvd.
Elmhurst, IL 60126

Thanked Mayor Marcucci and the City Council for supporting a new hospital and asked the Council to approve the ordinances on tonight's agenda.

Joanne Muzzey
349 N. Walnut St.
Elmhurst, IL 60126

Thanked Mayor Marcucci and the City Council for supporting a new hospital and asked the Council to approve the ordinances on tonight's agenda.

IL State Representative Dennis Reboletti
412 N. Ridge Ave.
Elmhurst, IL 60126

Stated his support for the new hospital campus. He also gave a brief update from Springfield on the Streamline Sales Tax Bill and the Capital Bill that will bring tax dollars back to Elmhurst.

Mark Hoffman
711 Fairfield Ave.
Elmhurst, IL 60126

Thanked Mayor Marcucci and the City Council for supporting a new hospital and asked the Council to approve the ordinances on tonight's agenda.

CONSENT AGENDA

7. The following items on the Consent Agenda were presented:
 - a. MINUTES OF THE REGULAR MEETING HELD ON TUESDAY, FEBRUARY 19, 2008 (City Clerk Spencer): Approve as published
 - b. MINUTES OF THE EXECUTIVE SESSION HELD ON TUESDAY, FEBRUARY 19, 2008 (City Clerk Spencer): Receive and place on file
 - c. ACCOUNTS PAYABLE – FEBRUARY 29, 2008 TOTAL \$ 985,391.63
 - d. YORK & VALLETTE BUSINESS ASSOCIATION FARMERS MARKET (City Manager): Refer to the Public Affairs and Safety Committee

February 26, 2008

To: Mayor Marcucci and Members of the City Council
Re: York & Vallette Business Associations Farmers Market

It is respectfully requested that the attached request from the York/Vallette Business Association for a Farmers Market (every Wednesday) starting June 4th through October 15, 2008 from 7:00 a.m. to 1:00 p.m. be referred to the Public Affairs and Safety Committee for their review and recommendation.

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

- e. TEMPORARY USE AND EVENT PERMIT REQUEST – 2008 ELMHURST DISTRICT 205 FOUNDATION/KELLY MILLER CIRCUS (City Manager Borchert): Concur with the City Manager's recommendation

Feb. 28, 2008

To: Mayor Marcucci and Members of the City Council
Re: Temporary Use and Event Permit Request – 2008 Elmhurst District 205 Foundation/Kelly Miller Circus

Elmhurst District 205 Foundation has requested a Temporary Use Permit to host the Kelly Miller Traveling Circus, at Sandburg Middle School, 345 E. St. Charles Road, on Friday, September 12, 2008 with show times at 4:30 p.m. and 7:30 p.m. Tents will be set up on Friday, September 12th and removed on Saturday, September 13th. Attached are details from the applicant regarding the special event. Temporary uses of this type are addressed in Section 4.10, Temporary Uses and Events, of the Elmhurst Zoning Ordinance.

It is, therefore the City Manager's intention unless directed otherwise, in accordance with the provisions of Section 4.10 of the Elmhurst Zoning Code, to approve a Temporary Use Permit to allow this event to occur.

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

- f. ELMHURST'S SENIOR/DISABLED TRANSPORTATION PROGRAMS AND RECOMMENDATION TO CONSIDER RIDE DUPAGE (City Manager Borchert): Refer to the Public Affairs and Safety Committee

February 26, 2008

To: Mayor Marcucci and Members of the City Council
Re: Elmhurst's Senior/Disabled Transportation Programs and Recommendation to Consider Ride DuPage

It is respectfully requested that the attached memorandum from Director of Finance and Administration, Marilyn Gaston, be referred to the Public Affairs and Safety Committee for their evaluation and recommendation for the City Council. In addition, please be advised that the budget for Fiscal Year 2008-2009 has been prepared to provide for the financial support estimated to be necessary to allow the Ride DuPage Program to be provided to the Elmhurst community, should the City Council so request.

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

- g. REPORT – SIX (6) CITY OF ELMHURST OUTDOOR WARNING SIRENS. The following report of the Public Affairs and Safety Committee was presented:

February 25, 2008

To: Mayor Marcucci and members of the City Council
Re: Six (6) City of Elmhurst Outdoor Warning Sirens

The Public Affairs & Safety Committee met on February 25, 2008 to discuss the replacement of the six (6) City of Elmhurst Outdoor Warning Sirens. These sirens were installed in 1971 and are now obsolete and difficult to obtain replacement parts for; in addition, the siren at York High School is currently out of service.

City staff requested proposals from three companies:

	<u>Cost per 1 siren</u>	<u>Cost per 6 sirens</u>
Fulton Technologies	\$11,200.00	\$67,200.00
Braniff Communications	\$14,284.08	\$85,704.48
Chicago Communications	Withdrew opportunity to bid	

Fulton Technologies offers an Omni Directional siren which produces more consistent sound coverage than the current rotating sirens, also increasing coverage to include all areas of Elmhurst.

For fiscal year '08/09, the capital budget has \$85,000 available for the replacement of these sirens, but due to the York High School siren currently being out of service, the replacement of this siren under City Manager authority is imperative, with the remaining five to be replaced after May 1, 2008.

It is, therefore, the recommendation of the Public Affairs & Safety Committee that City Council approve the proposal from Fulton Technologies to replace the York High School siren immediately and the remaining five (5) after May 1, 2008.

Respectfully submitted,
Public Affairs and Safety Committee

/s/ Mark A. Mulliner
Chairman

/s/ Michael Bram
Vice-Chairman

/s/ Chris Nybo

- h. REPORT – “ZEBRA” THERMAL PRINTERS PURCHASE The following report of the Public Affairs and Safety Committee was presented:

February 25, 2008

TO: Mayor Marcucci and the Members of the City Council

RE: “Zebra” Thermal Printers Purchase

The Public Affairs & Safety Committee met on February 25th, 2008, to discuss the purchase of twenty one “Zebra” brand Thermal Printers (including installation hardware) for the police department. These thermal printers will be mounted in each marked squad car and connected to the existing in car computer. The printers will enable the officers to print driver exchange information from the recently installed Mobil Crash Reporting (MCR) software program, received from the Illinois Department of Transportation at no charge. This software has replaced the old paper forms for traffic crashes and automatically transmits the report to the Illinois Department of Transportation upon approval. The printers will also allow officers to print out electronic citations in the near future. The Electronic Citation module is a component of the new Records Management System that is scheduled to be available within the next fiscal year. The electronic citation module will interface with the DuPage County Clerks Office automatically transmitting the citations directly from the officer in the squad car.

The Police Department applied for and received a grant from Illinois Department of Transportation seeking funds to purchase the twenty one “Zebra” brand thermal printers and installation hardware. Under the terms of the grant the City of Elmhurst is responsible for the initial purchase of the printers, following which reimbursement under the grant will be made. The Illinois Department of Transportation Printer Grant amount awarded to the City of Elmhurst for this purchase totaled \$25,000.00, for the twenty one thermal printers.

Quotes were received from “Advanced Public Safety” (APS), “Chicago Communications” and CDW-G (Global Computers/Tigerdirect), which the cities Information Technologies Department received and recommended as a vendor. Below is the vendor’s total quote including installation hardware and additional two year warranty for twenty one “Zebra RW420” Thermal Printers.

Advanced Public Safety	\$26,216.00
Chicago Communications	\$26,096.96
CDW-G	\$16,217.06

This purchase was planned for and approved in the 2007-8 budget, line account 110-5030-421-6027. This line account will be reimbursed upon disbursement of the grant funds.

Therefore, it is the recommendation of the Public Affairs and Safety Committee that the Police Department enter into this grant with the Illinois Department of Transportation for the purchase of twenty one “Zebra RW420” Thermal Printers including installation hardware and a 2 year additional warranty for \$16,217.06 from CDW-G (Global Computers/Tigerdirect). This purchase was planned and budgeted for in line account 110-5030-421-6027, fiscal year 07/08.

Respectfully submitted,
Public Affairs and Safety Committee

/s/ Mark A. Mulliner
Chairman
/s/ Michael Bram
Vice-Chairman
/s/ Chris Nybo

- i. MCO-04-2008 – AN ORDINANCE AMENDING CHAPTER 51 (OFFENSES AGAINST PUBLIC PEACE, SAFETY AND MORALS) OF THE ELMHURST MUNICIPAL CODE REGARDING TRUANCY

Ordinance MCO-04-2008 was presented for passage.

- j. ZO-03-2008 – AN ORDINANCE GRANTING A SIGN HEIGHT VARIATION (1000 COUNTY LINE ROAD LLC)

Ordinance ZO-03-2008 was presented for passage.

- k. R-04-2008 – A RESOLUTION APPROVING A CONTRACT WITH ALLIED WASTE SYSTEMS FOR THE COLLECTION AND DISPOSAL OF REFUSE, RECYCLABLES AND LANDSCAPE WASTE COMMENCING APRIL 1, 2008 AND TERMINATING MARCH 31, 2013

Resolution R-04-2008 was presented for passage.

- l. R-07-2008 – A RESOLUTION ADOPTING MUNICIPAL LEGISLATIVE POSITIONS AND PRIORITIES FOR THE 2008 LEGISLATIVE SESSION

Resolution R-07-2008 was presented for passage.

Alderman Bram pulled item 7k. **R-04-2008 – A Resolution Approving a Contract With Allied Waste Systems for the Collection and Disposal of Refuse, Recyclables and Landscape Waste Commencing April 1, 2008 and Terminating March 31, 2013.**

Alderman Shea moved to accept the contents of the Consent Agenda less item 7k. **R-04-2008 – A Resolution Approving a Contract With Allied Waste Systems for the Collection and Disposal of Refuse, Recyclables and Landscape Waste Commencing April 1, 2008 and Terminating March 31, 2013.** Alderman Gow seconded. Voice vote unanimous, motion carried. Alderman Hipskind moved to approve the contents of the Consent Agenda less item 7k. **R-04-2008 – A Resolution Approving a Contract With Allied Waste Systems for the Collection and Disposal of Refuse, Recyclables and Landscape Waste Commencing April 1, 2008 and Terminating March 31, 2013.** Alderman Bram seconded. Roll call vote:

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

Nays: None

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

Alderman Gow moved to approve item 7k. **R-04-2008 – A Resolution Approving a Contract With Allied Waste Systems for the Collection and Disposal of Refuse, Recyclables and Landscape Waste Commencing April 1, 2008 and Terminating March 31, 2013.** Alderman Regan seconded.

Alderman Gow reviewed item **7k. R-04-2008 – A Resolution Approving a Contract With Allied Waste Systems for the Collection and Disposal of Refuse, Recyclables and Landscape Waste Commencing April 1, 2008 and Terminating March 31, 2013** highlighting the addition of a recycling program at the train station.

Alderman Bram stated he pulled item **7k. R-04-2008 – A Resolution Approving a Contract With Allied Waste Systems for the Collection and Disposal of Refuse, Recyclables and Landscape Waste Commencing April 1, 2008 and Terminating March 31, 2013** to propose an amendment to the contract. He stated he believed the contract should have gone out to bid. Alderman Bram discussed the length of the contract, inequity in the cost to seniors and greater promotion of recycling.

Discussion ensued regarding senior discounts, recycling and the contract proposals that were presented to the Public Works and Buildings Committee.

Alderman Bram moved to amend the Allied Waste contract to four (4) years and to have the provider give a presentation on recycling once a year. Alderman Gutenkauf seconded. Roll call vote on amendment:

Ayes: Bram, Gutenkauf

Nays: Regan, Leader, Shea, Rose, Gow, Hipskind, Moriarty, Nybo, Szczepaniak, Morley, Lomnicki, Mulliner

Results: 2 ayes, 12 nays, 0 absent
Motion failed

Roll call vote on item **7k. R-04-2008 – A Resolution Approving a Contract With Allied Waste Systems for the Collection and Disposal of Refuse, Recyclables and Landscape Waste Commencing April 1, 2008 and Terminating March 31, 2013**:

Ayes: Gow, Regan, Leader, Shea, Rose, Hipskind, Moriarty, Nybo, Szczepaniak, Morley, Lomnicki, Mulliner

Nays: Gutenkauf, Bram

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

COMMITTEE REPORTS

8. a. **REPORT – FIRE STATION #2 CONSTRUCTION MANAGER** The following report of the Public Works and Buildings Committee was presented:

February 25, 2008

TO: Mayor Marcucci, Members of the City Council

RE: Fire Station 2 Construction Manager

The Public Works and Buildings Committee met on February 25, 2008 to discuss the Request for Qualifications process followed by City staff to develop a recommendation for Construction Manager for the City's Fire Station 2 Project.

In construction management, a qualified construction manager, ensures that the various stages of the construction process are completed in a timely and seamless manner and oversees the actual construction process. This involves the entire procedure beginning with building design, construction permitting, receipt and evaluation of bids, construction oversight and management through construction and final walk-through of the finished project.

In January of 2008, the City Council approved the completed Fire Station 2 Facility Study, along with cost estimates, and supported construction of an entirely new building as the most appropriate option. At that time, the City Council also approved entering into an agreement with FGM Architects for design and contract administration. FGM Architects was selected through a "Qualifications Based Selection" (QBS) process. FGM was selected as the most qualified firm for this process.

Using the Qualifications Based Selection process for professional services, the City of Elmhurst requested qualification documents from five construction managers: James McHugh Construction Co., MIC Construction, R. C. Wegman Construction Co., Sigalos & Associates and Shales McNutt Construction. This process meets the City's primary concern of getting the best available Construction Manager services for taxpayer's money and to conduct a fair and equitable selection process.

The Selection Committee (Mike Kopp, Fire Chief; Jeff Bacidore, Deputy Chief; Bruce Dubiel, Building Commissioner and Pat Morley, Public Works Operations Manager) received and evaluated all qualification submittals in areas such as firm history and resource capability, functionality with local geography and facilities, ability to relate to project requirements, and related experience. Based on the Selection Committee evaluations, the Selection Committee established a short list of firms (3) to be interviewed: James McHugh Construction Co., R. C. Wegman Construction, and Sigalos & Associates.

The three short-listed firms were invited to interview with the Selection Committee. The interview allowed for evaluation of the personal styles of each firm's management and key personnel, and their capability within the pre-identified criteria.

The QBS process states it is imperative that there be direct interaction between the owner and the construction management professionals for the development of a project that truly meets the owner's needs. All firms were sent the evaluation criteria prior to interviews. The QBS process also requires that the selection process does not ask for firm fees, but should be selected on qualifications only.

Upon completion of the interviews, the Selection Committee selected James McHugh Construction Co. as the most qualified Construction Manager for the Elmhurst Fire Station 2 project. McHugh Construction's superior reputation with cost control and scheduling, as witnessed with all Elmhurst Park District and School District Projects, as well as their vast knowledge and experience with foundation systems in known bad soil conditions and their dedication to safety systems and practices brought them to the forefront of the three impressive short-listed firms.

The City chose to use a unified method of RFQ wherein a separate sealed envelope for fee proposal was to be provided. The City solicited statements of qualifications and performance data at the same time as it requested proposals. The Selection Committee opened the fee proposal of the selected Construction Manager (CM) and returned the remaining proposals, unopened, to the firms that submitted them.

Reference checks were completed with all highly recommending James McHugh Construction Co. James McHugh Construction Co. is proposing a fixed fee of 4.1% of construction costs plus \$318,368 for general conditions based on project duration of ten (10) months. General conditions include: operations manager, superintendent, detailing and prints, project manager, safety engineer, office and sheds, office supplies and telephone, temporary water and sanitation, barricades and protection, safety equipment, pickup truck rental, small tools, gas, oil, fuel, daily job clean-up and debris removal, testing laboratories, project signs and fire protection pre-construction. As of October 2007, the anticipated construction costs are projected to be between \$3,957,314 and \$4,551,892. Therefore, the McHugh proposal of 4.1% plus general conditions equates to a total fee range of \$480,618 and \$504,996.

The proposed fee is part of the October, 2007 projected costs as presented in the Fire Station 2 Facility Study. By using a Construction Manager, there is no longer a need for a General Contractor. The Construction Manager not only manages the construction of the fire station, but is also involved in the design phase of the project, allowing their construction expertise to keep the project within budget and on schedule.

In relation to the McHugh fee, FGM architects stated that in their experience, the standard fee for Construction Manager for a fire station is around 6% plus general conditions. Also in the interview process one of the not chosen construction managers inappropriately identified his fee as approximately \$660,000 based on construction costs of \$4.3 million. Also in checking McHugh references, it was determined that the 4.1% fee was the same fee the Elmhurst Park District has paid McHugh for their projects over the past five years, without an increase.

Funding for this project has been planned for in the 5-year capital budget (110-4020-422-80-23). There was \$200,000 approved in the FY2006/07 Budget for Architectural & Engineering Services, \$2,500,000 in FY2007/08 for design and construction, and \$1 million in FY2008/09 for construction. Because construction will not begin in 2007/08 and upon completion of the facility study with more accurate cost estimates, it has been proposed that construction costs be placed in the 2008/09 capital budget in the amount of \$5,260,000.

Though the Construction Manager process is new to City of Elmhurst projects, it has become the process of choice for most municipalities doing these types of projects. The benefits of this process as compared to a general contractor process are many, but most importantly in the Construction Manager process, they are on board throughout the design, as well as construction process which can greatly affect cost control and project scheduling.

It is, therefore, the recommendation of the Public Works and Buildings Committee, that the City Council approve the proposal from James McHugh Construction Co. for Construction Management services for the Fire Station 2 Project for the fee described above of \$318,368 for general conditions, plus 4.1% of final construction costs.

Respectfully submitted,
Public Works and Building Committee

/s/ John E. Gow

Chairman

/s/ Michael Regan

Vice-Chairman

/s/ Donna Lomnicki

/us/ Pat Shea

Alderman Gow moved to approve item **8a. Report – Fire Station #2 Construction Manager**.
Alderman Regan seconded.

Alderman Gow reviewed item **8a. Report – Fire Station #2 Construction Manager**. He explained the process for reviewing candidates. He stated it is the trend and has been found cost effective, to hire a construction manager to make sure the project is done on time and on budget.

Alderman Shea stated she has problems with the candidate selection process. She stated she would like the Public Works and Buildings Committee to review the information further.

Alderman Shea motioned to have item **8a. Report – Fire Station #2 Construction Manager** deferred to a time certain of March 17, 2008. Alderman Lomnicki seconded. With the consent of Chairman Gow, item **8a. Report – Fire Station #2 Construction Manager** was deferred to a time certain of March 17, 2008.

- b. REPORT – 08 P-01/HEZNER AMENDED CONDITIONAL USE (INLAND BANK DRIVE-THROUGH) The following report of the Development, Planning and Zoning Committee was presented:

February 26, 2008

TO: Mayor Marcucci and Members of the City Council

RE: 08 P-01/Hezner Amended Conditional Use (Inland Bank Drive-Through)

Request to amend Conditional Use Permit ZO-06-98 for the purpose of allowing a two lane drive-through use by a bank on property commonly known as 535-539 S. Spring Road (PIN # 06-11-219-003).

The Development, Planning and Zoning Committee met on February 11, 2008, and again on February 25, 2008, to review the Zoning & Planning Commission report dated July 16, 2007 regarding the subject request. The Committee also reviewed the documents supplied by the applicant, and the public hearing transcript, as well as additional documentation supplied by the applicant to address Committee questions regarding the project.

The applicant (architect Scott Hezner) is requesting approval of a conditional use for a proposed drive through for a proposed bank to be located at 535-539 S. Spring Road. The Committee reviewed traffic, including the vehicles exiting across the Montrose Avenue sidewalk, vehicles traveling via the alley, the number of vehicles that can queue for the drive-through, and related topics. The Committee further discussed the applicable standards for review, which are limited to the drive-through use, not a bank. The Committee noted that while they understand resident concerns regarding the number of financial institutions in the community, the City cannot prohibit a legitimate business operation from occupying this site.

Much of the Committee's traffic discussion was based on the historical context of this particular drive-through location. When this site was first constructed around 1998, concerns were expressed at that time about the possibility of a future fast-food drive-through at this site. Therefore, the conditional use for the Ben & Jerry's and ATM drive-through uses stipulated that any change to the drive-through would necessitate a new conditional use. However, the Committee noted that bank drive-throughs generally have the lowest traffic volume of any drive-through use. Therefore, the proposed bank drive-through use should be less intrusive than any other drive-through at this location, including the allowed use approved in 1998. The Committee also noted that the drive-through arrangement can be monitored, and the drive-through approval rescinded in the future if traffic volumes or other concerns arose regarding the operations.

The Committee discussed traffic in much detail. During this review, Committee members noted an inconsistency that while a request for a traffic report was not approved by a vote of the Commission during their review, the report mentions that the lack of a traffic report supported the Commission's negative recommendation. The Committee further noted that the amount of space available provides room for 3 larger size vehicles (i.e. vans and SUV's) in the queue for each drive-through lane, which was supported by a photograph provided by the applicant. The Committee also discussed the drive-through and pedestrian traffic, and observed that due to street layout fewer pedestrians use Montrose than nearby streets. In addition, a drive-through in a parking lot exists in several locations in town, including CVS pharmacy, a recently approved use. The DPZ also noted that the drive-through curb cut has existed at this location for 10 years; the new proposal makes use of an existing facility and does not change circulation patterns.

This applicant made a second appearance at the February 25 DPZ Committee, to allow the Committee to further consider issues, particularly traffic, associated with the request. At this meeting, several informational points were noted, some of which repeated previous discussion. Specifically, the Committee noted that other Spring Road businesses produce much higher traffic volumes than this site will as a bank with drive-through. Further, the Committee noted that the existing SBT Bank drive-through on this block appears to operate with no problems. Previous uses on the subject site, including the Ben & Jerry's Ice Cream and a gasoline station, generated more traffic than the bank expects to, and there have been no complaints regarding this site (staff confirmed this point with information from the Police and Fire Departments).

Some discussion at the February 25 meeting centered on the utility of traffic studies. A traffic study would give some baseline data, but not address the issue of probable increased traffic feared by some of the neighboring homeowners. In lieu of such a traffic study, the applicant provided historical information concerning a more established bank branch in a similar location in a similar community. The volume of traffic at this facility along a well used road with pedestrian crossings has had an even lower number of drive-through exchanges than estimated for this current site and may be a more accurate predictor of actual volume. Eventually, the DPZ Committee concluded discussion with review of the standards for conditional use. A majority of the Committee believed that this proposal meets the standards. However, the DPZ noted specific recommendations for this project, which are reflected as the following conditions of approval to their recommendation:

- (1) The applicant shall relocate the garbage dumpster to a location adjacent to the building to provide adequate circulation for traffic in the alley;
- (2) The applicant shall install a "right-turn only" sign for traffic exiting the alley onto Montrose; and
- (3) The drive-through shall be observed and evaluated by City staff approximately 6 months after its operations begin to determine how drive-through operations are proceeding, and to report any recommended changes to the DPZ Committee.

Based on the factors noted, the DPZ Committee ultimately supported the conditional use request for the drive-through. It is therefore, the recommendation of the Development, Planning and Zoning Committee to not support the recommendation of the Zoning & Planning Commission for denial of the request for this project. The City Attorney is hereby directed to prepare the necessary documents for City Council approval, including the conditions of approval specified above.

Respectfully submitted,
Development, Planning and Zoning
Committee

/s/ Susan J. Rose
Chairman

/s/ Norman Leader
Vice-Chairman

/s/ Diane Gutenkauf

Alderman Rose moved to approve item **8b. Report – 08 P-01/Hezner Amended Conditional Use (Inland Bank Drive-Through)**. Alderman Gutenkauf seconded.

Alderman Rose reviewed item **8b. Report – 08 P-01/Hezner Amended Conditional Use (Inland Bank Drive-Through)** stating that the existing drive-through was a conditional use request by the original occupant, Ben & Jerry's Ice-Cream Parlor in 1998 for a drive-through and ATM. The bank is asking for a conditional use permit to operate a two (2) lane drive-through at that location. Alderman Rose stated that it is a legitimate use and there is need for the bank to have a drive-through. She stated that the seven (7) standards have been met to grant the conditional use and that safety concerns have been thoroughly reviewed.

Alderman Gutenkauf stated that Council needs to look at the land and the way the space was used. She stated that the criteria for a conditional use has been met, there is no reason to deny the drive-through.

Alderman Leader stated he did not sign the committee report as he supports the Zoning & Planning Commission. He stated that there is a safety issue to consider.

Alderman Nybo stated that traffic safety, especially with the proximity to Lincoln School, is an issue and he too supports the decision of the Zoning and Planning Commission. A traffic study needs to be completed before the decision is made on the drive-through.

Discussion ensued regarding traffic safety and flow, conducting a traffic study at the location and the safety of pedestrians in the neighborhood, particularly school children.

Alderman Regan stated approve the drive-through now and let Inland know that this is an issue that will be looked at over the next six (6) months and that the conditional use can be pulled if there are problems.

Roll call vote on item **8b. Report – 08 P-01/Hezner Amended Conditional Use (Inland Bank Drive-Through)**:

Ayes: Rose, Gutenkauf, Regan, Shea, Bram, Gow, Hipskind, Szczepaniak, Morley, Lomnicki, Mulliner

Nays: Leader, Moriarty, Nybo

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

REPORTS AND RECOMENDATIONS OF APPOINTED AND ELECTED OFFICIALS

9. None.

ORDINANCES AND RESOLUTIONS

10. a. O-04-2008 – AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT WITH ELMHURST MEMORIAL HEALTHCARE, INC., ROBERT W. PERRONE, WILLIAM POOLE AND KAREN POOLE (ELMHURST MEMORIAL HOSPITAL)

Ordinance O-04-2008 was presented for passage.

Alderman Rose moved to approve item 10a. **O-04-2008 – An Ordinance Approving and Authorizing the Execution of an Annexation Agreement With Elmhurst Memorial Healthcare, Inc., Robert W. Perrone, William Poole and Karen Poole (Elmhurst Memorial Hospital).** Alderman Hipskind seconded.

Alderman Leader stated his support for the stated his support for the six (6) ordinances and one (1) resolution regarding the Elmhurst Memorial Hospital new campus.

Alderman Shea stated this ordinance should be postponed until Council can review the budget regarding 50/50 split of infrastructure costs.

Alderman Mulliner stated his support for the six (6) ordinances and one (1) resolution. He stated the new hospital campus will be an economic engine for the south end of Elmhurst.

Alderman Gutenkauf moved to defer discussion of item 10a. **O-04-2008 – An Ordinance Approving and Authorizing the Execution of an Annexation Agreement With Elmhurst Memorial Healthcare, Inc., Robert W. Perrone, William Poole and Karen Poole (Elmhurst Memorial Hospital)** until after Budget review so that Council will have a better understanding of what the City is facing with the upcoming fiscal year budget. Alderman Moriarty seconded.

Many comments and concerns regarding costs to the City and the value of delaying the ordinance were made around the dais.

City Manager Borchert stated these expenditures are from the Capital Fund.

Discussion continued regarding the budget, fees and costs to the City.

Roll call vote to defer discussion of item 10a. **O-04-2008 – An Ordinance Approving and Authorizing the Execution of an Annexation Agreement With Elmhurst Memorial Healthcare, Inc., Robert W. Perrone, William Poole and Karen Poole (Elmhurst Memorial Hospital)** until after Budget review:

Ayes: Gutenkauf, Moriarty, Shea, Bram, Lomnicki

Nays: Regan, Leader, Rose, Gow, Hipskind, Szczepaniak, Morley, Mulliner

Abstain: Nybo

Results: 6 ayes, 8 nays, 0 absent

Motion failed

Alderman Gutenkauf moved to add language to the annexation agreement, capping the City's cost of any cost sharing on infrastructure at \$2.8million. Alderman Moriarty seconded.

Discussion ensued.

Roll call vote to add a language to the annexation agreement, capping the City's cost of any cost sharing on infrastructure at \$2.8million:

Ayes: Gutenkauf, Moriarty, Regan, Shea, Bram, Gow, Hipskind, Szczepaniak, Morley, Lomnicki

Nays: Leader, Rose, Mulliner

Abstain: Nybo

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

Roll call vote to approve item **10a. O-04-2008 – An Ordinance Approving and Authorizing the Execution of an Annexation Agreement With Elmhurst Memorial Healthcare, Inc., Robert W. Perrone, William Poole and Karen Poole (Elmhurst Memorial Hospital)** with the addition of language to the annexation agreement capping the City's cost of any cost sharing on infrastructure at \$2.8million:

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

Nays: None

Abstain: Nybo

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

b. O-05-2008 – AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS (ELMHURST MEMORIAL HOSPITAL)

Ordinance O-05-2008 was presented for passage.

Alderman Mulliner moved to approve item **10b. O-05-2008 – An Ordinance Annexing Certain Territory to the City of Elmhurst, DuPage and Cook Counties, Illinois (Elmhurst Memorial Hospital)**. Alderman Rose seconded. Roll call vote:

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

Nays: None

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

c. ZO-04-2008 – AN ORDINANCE AMENDING CHAPTER 8 OF THE ELMHURST ZONING ORDINANCE TO ESTABLISH THE HCC-HEALTH CARE CAMPUS ZONING DISTRICT (ELMHURST MEMORIAL HOSPITAL)

Ordinance ZO-04-2008 was presented for passage.

Alderman Gow moved to approve item **10c. ZO-04-2008 – An Ordinance Amending Chapter 8 of the Elmhurst Zoning Ordinance to Establish the HCC-Health Care Campus Zoning District (Elmhurst Memorial Hospital)**. Alderman Mulliner seconded. Roll call vote:

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

Nays: None

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

- d. ZO-05-2008 – AN ORDINANCE REZONING THE PROPERTY COMMONLY KNOWN AS THE PROPERTY BOUNDED BY A PORTION OF HARVARD STREET, YORK STREET, A PORTION OF KENDALL AVENUE AND LEXINGTON STREET FROM R-1, SINGLE FAMILY RESIDENCE DISTRICT TO C-2, COMMUNITY SHOPPING AND SERVICE DISTRICT (ELMHURST MEMORIAL HOSPITAL)

Ordinance ZO-05-2008 was presented for passage.

Alderman Szczepaniak moved to approve item **10d. ZO-05-2008 – An Ordinance Rezoning the Property Commonly Known as the Property Bounded By a Portion of Harvard Street, York Street, a Portion of Kendall Avenue and Lexington Street From R-1, Single Family Residence District to C-2, Community Shopping and Service District (Elmhurst Memorial Hospital).**

Alderman Regan seconded. Roll call vote:

Ayes: Szczepaniak, Regan, Leader, Shea, Rose, Gow, Hipskind, Nybo, Morley, Lomnicki, Mulliner

Nays: Gutenkauf, Bram, Moriarty

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

- e. R-08-2008 – A RESOLUTION APPROVING THE PRELIMINARY PLAT OF SUBDIVISION OF THE ELMHURST MEMORIAL HEALTH CARE YORK STREET CAMPUS (ELMHURST MEMORIAL HOSPITAL)

Resolution R-08-2008 was presented for passage.

Alderman Rose moved to approve item **10e. R-08-2008 – A Resolution Approving the Preliminary Plat of Subdivision of the Elmhurst Memorial Health Care York Street Campus (Elmhurst Memorial Hospital).** Alderman Mulliner seconded. Roll call vote:

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

Nays: Gutenkauf

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

- f. ZO-06-2008 – AN ORDINANCE APPROVING THE PRELIMINARY PLANNED DEVELOPMENT PLAN FOR THE PROPERTY COMMONLY KNOWN AS THAT PROPERTY BOUNDED GENERALLY BY BRUSH HILL ROAD, EUCLID AVENUE, HARVARD STREET AND YORK STREET (ELMHURST MEMORIAL HOSPITAL)

Ordinance ZO-06-2008 was presented for passage.

Alderman Mulliner moved to approve item **10f. ZO-06-2008 – An Ordinance Approving the Preliminary Planned Development Plan For the Property Commonly Known as That Property Bounded Generally By Brush Hill Road, Euclid Avenue, Harvard Street and York Street (Elmhurst Memorial Hospital).** Alderman Regan seconded. Roll call vote:

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

Nays: Gutenkauf, Moriarty, Lomnicki

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

g. O-06-2008 – AN ORDINANCE VACATING PORTIONS OF FILLMORE STREET AND KIRK AVENUE

Ordinance O-06-2008 was presented for passage.

Alderman Regan moved to approve item **10g. O-06-2008 – An Ordinance Vacating Portions of Fillmore Street and Kirk Avenue**. Alderman Lomnicki seconded.

Alderman Gutenkauf moved to amend item **10g. O-06-2008 – An Ordinance Vacating Portions of Fillmore Street and Kirk Avenue** to remove from consideration the vacation of that portion of Kirk Avenue that is currently owned by the City of Elmhurst. Alderman Lomnicki seconded.

Discussion ensued regarding the proposed amendment to vacate a portion of Kirk Avenue at a cost to the hospital.

Roll call vote to amend item **10g. O-06-2008 – An Ordinance Vacating Portions of Fillmore Street and Kirk Avenue** to remove from consideration the vacation of the portion of Kirk Avenue that is currently owned by the City of Elmhurst:

Ayes: Gutenkauf, Lomnicki, Shea, Bram, Moriarty, Szczepaniak

Nays: Regan, Leader, Rose, Gow, Hipskind, Nybo, Morley Mulliner

Results: 6 ayes, 8 nays, 0 absent
Motion failed

Roll call vote to approve item **10g. O-06-2008 – An Ordinance Vacating Portions of Fillmore Street and Kirk Avenue**:

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

Nays: Lomnicki, Gutenkauf, Shea, Bram, Moriarty, Szczepaniak

Results: 8 ayes, 6 nays, 0 absent
Majority of 11 needed. Motion failed

OTHER BUSINESS

11. None.

ANNOUNCEMENTS

12. City Manager Borchert announced that the Mayor will put out a notice for a Committee of the Whole Meeting, to begin budget review, on Monday, March 7, 2008.

ADJOURNMENT

13. Alderman Mulliner moved to adjourn the meeting. Aldermen Morley seconded. Voice Vote. Motion carried. Meeting adjourned 12:34 a.m.

Thomas D. Marcucci, Mayor

Patty Spencer, City Clerk

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CITY OF ELMHURST

ACCOUNTS PAYABLE SUMMARY SHEET

MARCH 17, 2008

	<u>REGULAR</u>	<u>INTERIM</u>	<u>TOTAL</u>
GENERAL FUND	303,894.69	79,215.20	\$383,109.89
LIBRARY OPERATING FUND	159.59	10.60	170.19
REDEVELOPMENT FUND	7,480.12	-	7,480.12
MUNICIPAL UTILITY FUND	384,855.47	21,493.41	406,348.88
PARKING REVENUE SYSTEM FUND	4,476.23	1.60	4,477.83
	<u>700,866.10</u>	<u>100,720.81</u>	<u>801,586.91</u>
<u>WIRE TRANSFERS - Debt Service Payments</u>			
GENERAL FUND	371,635.59	-	371,635.59
CAPITAL IMPROVEMENT	1,730,365.02	-	1,730,365.02
REDEVELOPMENT FUND	355,210.00	-	355,210.00
RT 83 COMMERCIAL DVLP FUND	85,560.00	-	85,560.00
LIBRARY OPERATING FUND	1,083,197.93	-	1,083,197.93
PARKING REVENUE SYSTEM	59,344.00	-	59,344.00
MUNICIPAL UTILITY FUND	394,867.50	-	394,867.50
	<u>4,080,180.04</u>	<u>-</u>	<u>4,080,180.04</u>
GRAND TOTAL	<u>\$4,781,046.14</u>	<u>\$100,720.81</u>	<u>\$4,881,766.95</u>

FINANCE REVIEW

Mark E. Foster

CITY MANAGER REVIEW

James P. [Signature]

TO THE CITY TREASURER,

THE PAYMENT OF THE ABOVE LISTED AMOUNTS HAS BEEN APPROVED BY THE CITY COUNCIL AT A MEETING HELD ON MARCH 17, 2008 AND YOU ARE HEREBY AUTHORIZED TO PAY THEM FROM THE APPROPRIATE BUDGET ACCOUNT.

MAYOR

CITY CLERK

PREPARED 03/10/2008, 14:53:27 EXPENDITURE APPROVAL LIST
 PROGRAM: GM339L AS OF: 03/17/2008 CHECK DATE: 03/20/2008
 CITY OF ELMHURST, ILLINOIS BANK: 01

INVOICE NO	VENDOR NAME	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0017038 2/15/08	A FAST LOCAL REFRIGERATOR REPAIR.	01	03/17/2008	110-4020-422.50-01	STA 1 REFRIGERATOR REPAIR	300.00	
0000001	A-1 SANITARY RAG CO				VENDOR TOTAL *	300.00	
6527	008985	01	03/17/2008	110-6041-432.40-98	RAGS	39.38	
6527	008986	01	03/17/2008	110-6043-434.40-98	RAGS	39.37	
6527	008987	01	03/17/2008	110-6044-435.40-98	RAGS	39.37	
6527	008989	01	03/17/2008	110-6047-512.40-24	RAGS	118.13	
6527	008988	01	03/17/2008	510-6052-501.40-98	RAGS	39.37	
6527	008990	01	03/17/2008	510-6057-502.40-24	RAGS	118.13	
0000587 4/11/61	ACCURATE PRINTING REPAIR & SALES	01	03/17/2008	110-4020-422.60-43	PRESS MACHINE REPAIR	393.75	
0000009	ACE HARDWARE				VENDOR TOTAL *	164.54	
252626	009020	01	03/17/2008	110-2008-413.40-31	WALL PLATES	1.06	
252576	009021	01	03/17/2008	110-2008-413.40-31	PHONE LINE CORDS	33.79	
252599	008847	01	03/17/2008	110-4020-422.50-01	CLEANING SUPPLIES	18.58	
252483	008230	01	03/17/2008	110-5030-421.40-98	RANGE SUPPLIES	44.25	
252476	008409	01	03/17/2008	110-5030-421.40-98	TOOL	3.59	
252541	008558	01	03/17/2008	110-5030-421.40-98	RANGE SUPPLIES	40.46	
252382	008721	01	03/17/2008	110-5030-421.50-01	PD TABLE REPAIR	7.70	
252357	008722	01	03/17/2008	110-5030-421.50-01	CHAIR LEG PADS	9.20	
252627	008846	01	03/17/2008	110-5030-421.40-98	RANGE SUPPLIES	4.04	
252067	008723	01	03/17/2008	110-6046-418.50-01	ANT TRAPS		
0008328 66098850	ADT SECURITY SERVICES, INC.	01	03/17/2008	110-7060-451.30-98	SECURITY ALARM SERVICE	163.39	
0014376	AEREX PEST CONTROL				VENDOR TOTAL *	133.75	
743177	008788	01	03/17/2008	110-4020-422.50-01	PEST CONTROL	20.00	
743176	008789	01	03/17/2008	110-4020-422.50-01	PEST CONTROL	30.00	
743175	008790	01	03/17/2008	110-5030-421.30-98	PEST CONTROL	40.00	
743174	008791	01	03/17/2008	110-6046-418.50-01	PEST CONTROL	50.00	
743173	008792	01	03/17/2008	110-6046-418.50-01	PEST CONTROL	40.00	
743237	008794	01	03/17/2008	110-6046-418.50-01	PEST CONTROL	80.00	
743236	008787	01	03/17/2008	110-7060-451.50-01	PEST CONTROL	20.00	
743069	008793	01	03/17/2008	110-7060-451.50-01	PEST CONTROL	25.00	
0000016 55453 55298	ALEXANDER EQUIPMENT CO INC	01	03/17/2008	110-6043-434.50-08	CHAIN SAW REPAIR	305.00	
	008402	01	03/17/2008	110-6047-512.50-16	TRK/PARTS PW92	99.75	
	008297	01	03/17/2008			102.95	
0017039	ALL PLUMBING & SEWER SERVICES INC				VENDOR TOTAL *	202.70	

BANK: 01

VENDOR NAME	VENDOR NO	VOUCHER NO	P.O. NO	BANK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
ALL PLUMBING & SEWER SERVICES INC	0017039	008737		01	03/17/2008	110-5030-421.50-01	HOT WATER HEATER REPAIR	650.00	
ALLIED GARAGE DOOR INC.	0016250	008758		01	03/17/2008		VENDOR TOTAL *	650.00	
	866051	008756		01	03/17/2008	110-4020-422.50-01	STA 2 GARAGE DR REPAIR	415.00	
	866035	008757		01	03/17/2008	110-5030-421.50-01	POLICE EVIDENCE DR REPR	950.00	
	866018	008757		01	03/17/2008	110-5030-421.50-01	POLICE PARKG DR REPAIR	272.44	
	866090	008755		01	03/17/2008	110-6046-418.50-01	PW DOOR REPAIR	99.00	
ALLIED WASTE SERVICES #551	0000078	002202779		01	03/17/2008		VENDOR TOTAL *	1,736.44	
	0551-002202779	008972		01	03/17/2008	110-6045-441.30-65	WASTE DISPOSAL	1,478.40	
	0551-002218166	008973		01	03/17/2008	110-6045-441.30-65	WASTE DISPOSAL	2,040.00	
ALLSTAR AUTO GLASS INC	0010804	008143		01	03/17/2008	110-6047-512.50-02	GLASS INSTALL/PW-25	125.00	
AMERICAN WATER WORKS ASSOCIATION	0007666	008405		01	03/17/2008	510-6052-501.40-98	VEHICLE DECALS	72.50	
AMERICAN WATER WORKS ASSOCIATION	1000379540			01	03/17/2008		VENDOR TOTAL *	125.00	
ANDERSON ELEVATOR CO	0013255	008743		01	03/17/2008	110-7060-451.50-01	MUSEUM ELEV MONTHLY FEE	72.50	
ARMOR SYSTEMS CORPORATION	0012722	009029		01	03/17/2008	530-0088-503.30-09	PARKING COLLECTIONS	156.51	
ARMOR SYSTEMS CORPORATION	1601			01	03/17/2008		VENDOR TOTAL *	564.00	
ARROW UNIFORM	0000039	008413		01	03/17/2008	110-6041-432.40-62	UNIFORM SUPPLIES	564.00	
	05-491438	008983		01	03/17/2008	110-6041-432.40-62	UNIFORM SUPPLIES	100.06	
	05-494336	008414		01	03/17/2008	510-6052-501.40-62	UNIFORM SUPPLIES	100.06	
	05-491438	008984		01	03/17/2008	510-6052-501.40-62	UNIFORM SUPPLIES	100.06	
	05-494336			01	03/17/2008		VENDOR TOTAL *	400.24	
ARROWHEAD SCIENTIFIC, INC	0012863	008479		01	03/17/2008	110-5030-421.40-98	EVIDENCE SUPPLIES	277.18	
	31698	008550		01	03/17/2008	110-5030-421.40-98	EVIDENCE SUPPLIES	6.00	
ASSOCIATED TIRE	0007161	008461		01	03/17/2008	110-6047-512.50-16	PARTS & SUPPLIES	283.18	
ASSOCIATED TIRE	403330			01	03/17/2008		VENDOR TOTAL *	195.01	
AT&T	0012277						VENDOR TOTAL *	195.01	

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0012277	AT&T								
21713998021004	008947			01	03/17/2008	110-1001-411.30-75	MONTHLY PHONE	87.95	
63029919617851	008448			01	03/17/2008	110-2008-413.30-98	MONTHLY PHONE	225.81	
63029919307818	008449			01	03/17/2008	110-2008-413.30-98	MONTHLY PHONE	225.81	
70822603773592	008191			01	03/17/2008	110-4020-422.30-75	MONTHLY PHONE	107.34	
70822603029680	008192			01	03/17/2008	110-4020-422.30-75	MONTHLY PHONE	86.83	
70822603009680	008193			01	03/17/2008	110-4020-422.30-75	MONTHLY PHONE	86.83	
63022613552388	008194			01	03/17/2008	110-4020-422.30-75	MONTHLY PHONE	230.65	
70822603019681	008258			01	03/17/2008	110-4020-422.30-75	MONTHLY PHONE	86.83	
70822603942320	008189			01	03/17/2008	110-5030-421.30-75	MONTHLY PHONE	107.34	
63022603952325	008195			01	03/17/2008	110-5030-421.30-75	MONTHLY PHONE	35.90	
63022603952325	008195			01	03/17/2008	110-5030-421.30-27	MONTHLY PHONE	183.02	
63022603952325	008195			01	03/17/2008	110-5030-421.30-75	MONTHLY PHONE	86.83	
70822613280851	008188			01	03/17/2008	110-6040-431.30-75	MONTHLY PHONE	1,134.23	
70822611450803	008256			01	03/17/2008	110-6040-431.30-75	MONTHLY PHONE	1,240.98	
63029979019998	008259			01	03/17/2008	110-6040-431.30-75	MONTHLY PHONE	109.25	
63029950643667	008260			01	03/17/2008	110-6040-431.30-75	MONTHLY PHONE	85.51	
63029950633668	008261			01	03/17/2008	110-6040-431.30-75	MONTHLY PHONE SERVICE	87.96	
21713798661894	008581			01	03/17/2008	110-6040-431.30-75	MONTHLY PHONE	78.50	
63083402982045	008582			01	03/17/2008	110-6046-418.50-01	MONTHLY PHONE	82.26	
63080605979200	008252			01	03/17/2008	110-6046-418.50-01	MONTHLY PHONE	82.26	
63080608273403	008262			01	03/17/2008	110-7060-451.30-98	MONTHLY PHONE	86.83	
70822611762223	008446			01	03/17/2008	110-7060-451.30-98	MONTHLY PHONE	123.41	
63083313263643	008447			01	03/17/2008	510-6052-501.30-75	MONTHLY PHONE	193.73	
70822611739932	008187			01	03/17/2008	510-6052-501.30-75	MONTHLY PHONE	567.12	
70822611450803	008255			01	03/17/2008	510-6055-502.30-75	MONTHLY PHONE	107.34	
70822603793590	008190			01	03/17/2008	510-6055-502.30-75	MONTHLY PHONE	567.12	
70822611450803	008254			01	03/17/2008	510-6055-502.30-75	MONTHLY PHONE	567.12	
0017015	AT&T TELECONFERENCE SERVICES						VENDOR TOTAL *	5,097.64	
05463154-00001	008271			01	03/17/2008	110-2008-413.30-75	TELECONFERENCE SVC	.25	
0000045	ATLAS INC						VENDOR TOTAL *	.25	
876921	008301			01	03/17/2008	110-6042-433.50-16	DAMAGE REPAIR/PW118	213.42	
876604	008310			01	03/17/2008	110-6042-433.50-16	TRK/PARTS PW141/STOCK	92.90	
876694	008299			01	03/17/2008	110-6047-512.50-16	SPARE TIRE/RIM	158.79	
877027	008304			01	03/17/2008	110-6047-512.50-16	TRK/PARTS PW21	3.46	
877015	008305			01	03/17/2008	110-6047-512.50-16	TRK/PARTS PW21	130.46	
0014301	AURORA TRI STATE FIRE PROTECTION CO						VENDOR TOTAL *	599.03	
130230	008750			01	03/17/2008	110-4020-422.50-01	OVERCHARGE CREDIT	808.45-	
127066	008751			01	03/17/2008	110-4020-422.50-01	ANSUL CARTRIDGE RECHARGE	1,211.60	
131754	008752			01	03/17/2008	110-4020-422.50-01	FIRE EXTING TEST/RECERT	339.75	
131755	008753			01	03/17/2008	110-4020-422.50-01	FIRE EXTING TEST/RECERT	71.10	
131753	008754			01	03/17/2008	510-6057-502.50-01	FIRE EXTING TEST/RECERT	478.95	
0003704	AUTO TRUCK GROUP						VENDOR TOTAL *	1,292.95	

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AUTO TRUCK GROUP						
003704	01 03/17/2008	110-6042-433.50-16	TRK/PARTS PW73, PW65/STOCK		274.76	
333161	01 03/17/2008	510-6052-501.40-31	TRK/PARTS PW24		406.00	
339689	01 03/17/2008	510-6056-502.40-31	TRK/PARTS PW24		406.00	
			VENDOR TOTAL *		1,086.76	
000911	01 03/17/2008	110-6046-418.50-01	PW EXHAUST FAN REPAIR		1,821.30	
61196			VENDOR TOTAL *		1,821.30	
0016529	01 03/17/2008	110-6042-433.50-16	NUTS FOR CUTTING EDGES		305.00	
8967097001	01 03/17/2008	110-6042-433.50-16	NUTS FOR CUTTING EDGES		576.76	
8967099001	01 03/17/2008	110-6047-512.50-16	NUTS/BOLTS FOR STOCK		522.19	
8983647001	01 03/17/2008	110-6047-512.50-16	STOCK NUTS/BOLTS		202.73	
9007502001			VENDOR TOTAL *		1,606.68	
0012081	01 03/17/2008	510-6050-501.30-26	SCADA ASSESSMENT		1,920.00	
0132012			VENDOR TOTAL *		1,920.00	
0017024	01 03/17/2008	110-0000-316.00-00	TRANSFER STAMP REFUND		2,700.00	
24271			VENDOR TOTAL *		2,700.00	
0004742	01 03/17/2008	110-6047-512.40-18	ULTRA LOW SULFUR DIESEL		18,886.56	
21097			VENDOR TOTAL *		18,886.56	
0011443	01 03/17/2008	110-2007-413.30-52	PROFESSIONAL SERVICES		650.00	
11302007			VENDOR TOTAL *		650.00	
0013075	01 03/17/2008	110-6042-433.40-47	SAND		3,448.46	
34380	01 03/17/2008	110-6042-433.40-47	SAND		1,097.18	
34383	01 03/17/2008	530-0088-503.30-72	SNOW REMOVAL		1,211.25	
34378			VENDOR TOTAL *		5,756.89	
0012139	01 03/17/2008	110-6040-431.40-33	CARRIER PROBE		34.13	
0324769-IN			VENDOR TOTAL *		34.13	
0004998	01 03/17/2008	510-0000-113.02-00	UB CR REFUND		64.29	
000050055			VENDOR TOTAL *		64.29	
0016295	01 03/17/2008	110-6042-433.50-16	MEY PLOW COILS		64.29	
0109677-IN			VENDOR TOTAL *		521.87	

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0016295	BONNELL INDUSTRIES INC						
0110046-IN	008139	01	03/17/2008	110-6042-433.50-16	MEY PLOW PARTS	677.76	
0110065-IN	008140	01	03/17/2008	110-6042-433.50-16	MEY C COIL	102.30	
0110066-IN	008141	01	03/17/2008	110-6042-433.50-16	PW-15 CUTTING EDGE	187.47	
0110286-IN	008651	01	03/17/2008	110-6042-433.50-16	REPL PLOW CURB SHOES	687.00	
					VENDOR TOTAL *	2,176.40	
0016697	BORDIGNON, ANTHONY						
02/17-02/29/08	008532	01	03/17/2008	110-0086-453.30-52	CATV PROF SVCS	200.00	
0013493	BRADNER SMITH & COMPANY						
360863	008562	01	03/17/2008	110-4020-422.60-43	PRINT SHOP SUPPLIES	988.27	
					VENDOR TOTAL *	988.27	
0001899	BRISTOL HOSE & FITTING MAIN WAREHSE						
00180083	008132	01	03/17/2008	110-6042-433.50-16	COUPLERS FOR PLOW HOSES	16.05	
00180442	008133	01	03/17/2008	110-6042-433.50-16	PW-25, 76, & SPARE BROOM	93.09	
00180233	008134	01	03/17/2008	110-6042-433.50-16	COUPLERS FOR STOCKE	110.14	
00179995	008136	01	03/17/2008	110-6042-433.50-16	PW-25 HOSE FROM BROOM	61.06	
00179641	008137	01	03/17/2008	110-6042-433.50-16	SPARE PARTS	2.37	
00179829	008351	01	03/17/2008	110-6042-433.50-16	PW-96 & PW-25	11.83	
00179512	008135	01	03/17/2008	110-6047-512.50-16	TRUCK #2	16.19	
00180928	008653	01	03/17/2008	110-6047-512.50-16	PW-22 REPAIR	13.87	
00180993	008654	01	03/17/2008	110-6047-512.50-16	STOCK FILTER LIFE INDICTR	110.00	
00181300	008655	01	03/17/2008	110-6047-512.50-16	STOCK	56.85	
					VENDOR TOTAL *	491.45	
0004160	BUREAU NATL AFFAIRS INC						
10299163	008355	01	03/17/2008	110-2007-413.60-51	SUBSCRIPTION	2,333.00	
					VENDOR TOTAL *	2,333.00	
0000084	BURGIN, DENNIS						
02/17-02/29/08	008546	01	03/17/2008	110-0086-453.30-52	CATV PROF SVCS	443.75	
02/28/2008	008547	01	03/17/2008	110-0086-453.30-52	PROFESSIONAL SVCS	790.00	
					VENDOR TOTAL *	1,233.75	
0010310	BURROUGHS, MICHAEL						
02/26-02/27/08	008552	01	03/17/2008	110-5030-421.60-05	EXPENSE REIMBURSEMENT	20.00	
02/26-02/27/08	008553	01	03/17/2008	110-5030-421.60-11	EXPENSE REIMBURSEMENT	47.42	
0009267	C J C AUTO PARTS & TIRES						
33869	008639	01	03/17/2008	110-6047-512.40-53	PD-49 TOOLS	7.66	
410563	008965	01	03/17/2008	110-6047-512.50-16	PARTS/SUPPLIES	274.56	
					VENDOR TOTAL *	282.22	
0012518	CAR REFLECTIONS						
011066	008657	01	03/17/2008	110-6047-512.50-16	PD-13 & PD-15 PARTS	60.00	

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0012518	CAR REFLECTIONS	011064	008658	01	03/17/2008	110-6047-512.50-16	STOCK NUMBER DECALS	199.00	
							VENDOR TOTAL *	259.00	
0017032	CARDSDIRECT LLC	328606	008555	01	03/17/2008	110-5030-421.60-08	HOLIDAY CARDS CPA	161.00	
							VENDOR TOTAL *	161.00	
0016613	CARPET CRAFTS, INC.	2/16/08	008709	01	03/17/2008	110-6046-418.50-01	PARTIAL REM/REPL CARPET	15,000.00	
							VENDOR TOTAL *	15,000.00	
0009517	CARPET CUSHIONS & SUPPLIES, INC	S2599976.002	008727	01	03/17/2008	110-4020-422.50-01	COVE BASE	63.44	
							VENDOR TOTAL *	63.44	
0004999	CARUSO, WILLIAM	FEB 2008	008784	01	03/17/2008	110-4025-424.30-12	PLUMBING INSPECTIONS	2,309.72	
							VENDOR TOTAL *	2,309.72	
0008716	CASE LOTS INC.	004041	008419	01	03/17/2008	110-6041-432.40-98	SUPPLIES	29.85	
							SUPPLIES	29.85	
							SUPPLIES	29.85	
							SUPPLIES	249.00	
							SUPPLIES	89.55	
							SUPPLIES	29.85	
							SUPPLIES	89.55	
							VENDOR TOTAL *	547.50	
0007069	CDW GOVERNMENT INC	JPQ2353	009022	01	03/17/2008	110-2008-413.40-72	BALT CART	213.40	
							ELECTRICAL ASSEMBLY	163.85	
							RETURNED MERCHANDISE	205.22	
							BALT CART	205.22	
							SWITCHES	1,149.81	
							VENDOR TOTAL *	1,527.06	
0016322	CEASAR, ADAM	02/17-02/29/08	008538	01	03/17/2008	110-0086-453.30-52	CATV PROF SVCS	123.75	
							VENDOR TOTAL *	123.75	
0012836	CERTIFIED FLEET SERVICES, INC	S11401	008142	01	03/17/2008	110-6047-512.50-16	TRUCK #1	247.63	
							TRUCK 1	137.61	
							RETURNED MERCHANDISE	12.63	
							VENDOR TOTAL *	372.61	

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0014402	CHICAGO PARTS & SOUND LLC								
265211	008459	01	03/17/2008			110-6047-512.50-16	PARTS & SUPPLIES	95.98	
265405	008656	01	03/17/2008			110-6047-512.50-16	PD-17 RADIO REPLACEMENT	205.00	
265622	008976	01	03/17/2008			110-6047-512.50-16	PAD/BRAKE	93.80	
0006782	CICERO FIRE ACADEMY						VENDOR TOTAL *	394.78	
28	008576	01	03/17/2008			110-2007-413.20-09	TRAINING REGISTRATION	400.00	
28	008869	01	03/17/2008			110-2007-413.20-09	HAZ MAT CLASS	525.00	
0000630	CLASSIC GRAPHIC INDUSTRIES INC						VENDOR TOTAL *	925.00	
58638	008970	01	03/17/2008			110-2006-413.40-33	SUPPLIES	143.40	
58566	008463	01	03/17/2008			510-6050-501.40-98	DELIVERY & FREIGHT	17.50	
58566	008464	01	03/17/2008			510-6055-502.40-98	UTILITY BILLS & ENVELOPES	17.50	
0017042	CLOSED CIRCUIT INNOVATIONS						VENDOR TOTAL *	178.40	
3571	008778	01	03/05/2008			110-5030-421.40-31	POLE-CAM UNIT	114948	8,900.00
0000112	COCA-COLA ENT LAKESHORE DIV.						VENDOR TOTAL *	.00	
0348163915	008224	01	03/17/2008			110-1001-411.60-98	VENDING MACHINE REFILL	110.52	
0016459	COLPO COMMUNICATIONS						VENDOR TOTAL *	110.52	
1576	008147	01	03/17/2008			510-6056-502.80-06	NEW PW-136	130.00	
0000114	COM ED						VENDOR TOTAL *	130.00	
1843000001	008949	01	03/17/2008			110-6044-435.30-24	MONTHLY ELECTRIC	14.17	
8577601004	008950	01	03/17/2008			110-6044-435.30-24	MONTHLY ELECTRIC	14.17	
8577587009	008951	01	03/17/2008			110-6044-435.30-24	MONTHLY ELECTRIC	14.17	
8634040009	008952	01	03/17/2008			110-6044-435.30-24	MONTHLY ELECTRIC	19.34	
8234047019	008953	01	03/17/2008			110-6044-435.30-24	MONTHLY ELECTRIC	297.84	
46110-19002	008954	01	03/17/2008			110-6044-435.30-24	MONTHLY ELECTRIC	795.59	
0014623	COMCAST CABLE						VENDOR TOTAL *	1,155.28	
879820089040137008357	008147	01	03/17/2008			110-4020-422.60-98	CABLE SERVICE	188.26	
0006475	COMMUNICATIONS DIRECT INC.						VENDOR TOTAL *	188.26	
IN92479	008852	01	03/17/2008			110-6040-431.80-06	SET UP NEW VEHICLE/E5	412.88	
IN92479	008853	01	03/17/2008			110-6043-434.80-06	SET UP NEW VEHICLE/E26	412.88	
IN92479	008856	01	03/17/2008			110-6047-512.50-16	PARTS/MATERIALS	412.92	
IN92479	008854	01	03/17/2008			510-6052-501.80-06	SET UP NEW VEHICLE/PW36	412.88	
IN92479	008855	01	03/17/2008			510-6056-502.80-06	SET UP NEW VEHICLE/PW136	412.88	
0004107	CONTINENTAL WEATHER SERVICE						VENDOR TOTAL *	2,064.44	

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0004107	CONTINENTAL WEATHER SERVICE				01 03/17/2008	110-6042-433.30-98	MONTHLY WEATHER FORECAST	170.00	
9012	008999								

0017031	CORNER, MARTHA				01 03/17/2008	110-3015-414.60-45	VENDOR TOTAL * EXPENSE REIMBURSEMENT	170.00	
02/21-22/2008	008444							82.46	

0099867	CORRIGAN, DANIEL				01 03/17/2008	110-5030-421.60-05	VENDOR TOTAL * EXPENSE REIMBURSEMENT	82.46	
02/04-02/08/08	008832							96.96	
02/04-02/08/08	008833				01 03/17/2008	110-5030-421.60-11	EXPENSE REIMBURSEMENT	64.36	

0009471	COSTCO						VENDOR TOTAL *	161.32	
2/26/08	008369				01 02/26/2008	110-1001-411.20-04	WELLNESS REFRESHMENTS	114922	CHECK #:
2/26/08	008382				01 02/26/2008	110-1001-411.40-98	SUPPLIES	114922	CHECK #:
2/26/08	008370				01 02/26/2008	110-2006-413.20-04	WELLNESS REFRESHMENTS	10.71	CHECK #:
2/26/08	008371				01 02/26/2008	110-2007-413.20-04	WELLNESS REFRESHMENTS	1.22	CHECK #:
2/26/08	008372				01 02/26/2008	110-3015-414.20-04	WELLNESS REFRESHMENTS	3.29	CHECK #:
2/26/08	008373				01 02/26/2008	110-4020-422.20-04	WELLNESS REFRESHMENTS	39.79	CHECK #:
2/26/08	008374				01 02/26/2008	110-4025-424.20-04	WELLNESS REFRESHMENTS	5.11	CHECK #:
2/26/08	008375				01 02/26/2008	110-5030-421.20-04	WELLNESS REFRESHMENTS	64.08	CHECK #:
2/26/08	008386				01 02/26/2008	110-5030-421.40-98	SUPPLIES	13.52	CHECK #:
2/26/08	008376				01 02/26/2008	110-6040-431.20-04	WELLNESS REFRESHMENTS	43.70	CHECK #:
2/26/08	008383				01 02/26/2008	110-6040-431.40-98	SUPPLIES	13.51	CHECK #:
2/26/08	008377				01 02/26/2008	110-7060-451.20-04	WELLNESS REFRESHMENTS	2.54	CHECK #:
2/26/08	008378				01 02/26/2008	210-8070-452.20-04	WELLNESS REFRESHMENTS	10.60	CHECK #:
2/26/08	008379				01 02/26/2008	510-6050-501.20-04	WELLNESS REFRESHMENTS	14.28	CHECK #:
2/26/08	008384				01 02/26/2008	510-6050-501.40-98	SUPPLIES	13.51	CHECK #:
2/26/08	008380				01 02/26/2008	510-6055-502.20-04	WELLNESS REFRESHMENTS	14.68	CHECK #:
2/26/08	008385				01 02/26/2008	510-6055-502.40-98	SUPPLIES	13.51	CHECK #:
2/26/08	008381				01 02/26/2008	530-0088-503.20-04	WELLNESS REFRESHMENTS	1.60	CHECK #:

0000135	DARLEY & COMPANY, W.S.						VENDOR TOTAL *	.00	
0000779568	008360				01 03/17/2008	110-4020-422.40-75	SHIPPING CHARGES	114.86	

0015276	DAVID KING & ASSOCIATES, INC.						VENDOR TOTAL *	114.86	
3039	008797				01 03/17/2008	110-6046-418.60-69	MANAGEMENT FEES	2,050.08	
3040	008798				01 03/17/2008	310-0089-461.30-52	MANAGEMENT FEES	1,000.00	

0015538	DENHAM, LEE						VENDOR TOTAL *	3,050.08	
02/17-02/29/08	008541				01 03/17/2008	110-0086-453.30-52	CATV PROF SVCS	117.00	

0007732	DENNIS, LISA						VENDOR TOTAL *	117.00	
JAN-DEC 2007	008870				01 03/17/2008	110-0000-313.03-03	UTILITY TAX REBATE	13.24	

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VENDOR NAME	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0009586 DUTCH VALLEY LANDSCAPING INC 13822 009000 01 03/17/2008 110-6043-434.30-78 WOODCHIPS DISPOSAL			3,690.00	
0009707 E J EQUIPMENT INC SM1215A 008567 01 03/17/2008 510-6056-502.80-06 REPL PW98 SEWER TRK & EQT			3,690.00	
0012301 E KINAST DISTRIBUTORS, INC 804302 008732 01 03/17/2008 110-6046-418.50-01 UTILITIES CABINET MATLS			156,258.00	
0014731 ECS 420 0208 008771 01 03/17/2008 110-1001-411.20-07 CHECKS/BANKING FEES			72.24	
420 0208 008772 01 03/17/2008 110-4020-422.20-07 CHECKS/BANKING FEES			72.24	
420 0208 008773 01 03/17/2008 110-5030-421.20-07 CHECKS/BANKING FEES			.60	
420 0208 008774 01 03/17/2008 110-6040-431.20-07 CHECKS/BANKING FEES			24.00	
420 0208 008769 01 03/17/2008 510-6050-501.20-07 W/C CLAIMS			15.00	
420 0208 008775 01 03/17/2008 510-6050-501.20-07 CHECKS/BANKING FEES			59.40	
420 0208 008770 01 03/17/2008 510-6055-502.20-07 W/C CLAIMS			830.00	
420 0208 008776 01 03/17/2008 510-6055-502.20-07 CHECKS/BANKING FEES			3.00	
0000176 ELMHURST CAMERA IMAGE CENTER 792058 008841 01 03/17/2008 110-5030-421.30-28 PHOTO PROCESSING			130.00	
0000177 ELMHURST CHAMBER OF COMMERCE 03/05/2008 009005 01 03/17/2008 110-0094-454.60-11 LUNCHEON			18.00	
03052008 008456 01 03/17/2008 110-3015-414.60-11 LUNCHEON			1,080.00	
0014621 ELMHURST CLAIMS ACCOUNT (CLAIM SVC) 7504366944 008182 01 03/17/2008 110-4020-422.20-07 SELF INSURED LOSS FUND			6.92	
7504366944 008523 01 03/17/2008 110-4020-422.20-07 SELF INSURED LOSS FUND			6.92	
7504366944 008183 01 03/17/2008 110-5030-421.20-07 SELF INSURED LOSS FUND			35.00	
7504366944 008524 01 03/17/2008 110-5030-421.20-07 SELF INSURED LOSS FUND			35.00	
7504366944 008184 01 03/17/2008 110-6040-431.20-07 SELF INSURED LOSS FUND			70.00	
7504366944 008525 01 03/17/2008 110-6040-431.20-07 SELF INSURED LOSS FUND			236.15	
7504366944 008185 01 03/17/2008 510-6050-501.20-07 SELF INSURED LOSS FUND			187.74	
7504366944 008526 01 03/17/2008 510-6050-501.20-07 SELF INSURED LOSS FUND			3,345.63	
7504366944 008186 01 03/17/2008 510-6055-502.20-07 SELF INSURED LOSS FUND			1,683.78	
7504366944 008527 01 03/17/2008 510-6055-502.20-07 SELF INSURED LOSS FUND			17,033.57	
0014698 ELMHURST CLAIMS ACCT (ALTERNATIVE) 7504366944 008779 01 03/05/2008 110-0082-416.60-02 SELF INSURED LOSS FUND			1,536.99	
7504366944 008780 01 03/05/2008 110-0082-416.60-28 SELF INSURED LOSS FUND			911.60	
0005791 ELMHURST FORD			1,066.14	
			2,870.66	
			4,674.54	
			33,346.80	
			CHECK #: 114950	26,120.84
			CHECK #: 114950	6,697.00
				32,817.84

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VENDOR NAME	VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
ELMHURST FORD							
0005791	008368	01	02/25/2008	110-6046-418.80-06	E-250 VAN TO REPL PW-72	114654	20,500.00
N7903	008367	01	02/25/2008	510-6052-501.80-06	E-250 VAN TO REPL PW-36	114654	21,200.00
N7904							
ELMHURST LINCOLN MERCURY					VENDOR TOTAL *	.00	41,700.00
0010298	008148	01	03/17/2008	110-6047-512.50-16	PW-96	61.72	
421851	008149	01	03/17/2008	110-6047-512.50-16	FOR STOCK	30.07	
421168	008150	01	03/17/2008	110-6047-512.50-16	PD-33	73.49	
422069	008151	01	03/17/2008	110-6047-512.50-16	PW-86	248.56	
422042	008152	01	03/17/2008	110-6047-512.50-16	PW-111 & STOCK	41.68	
421610	008153	01	03/17/2008	110-6047-512.50-16	RETURNED MERCHANDISE	79.92	
422152	008154	01	03/17/2008	110-6047-512.50-16	PW-96	296.59	
421678	008659	01	03/17/2008	110-6047-512.50-16	PD-17	49.75	
422483							
ELMHURST POSTMASTER					VENDOR TOTAL *	721.94	2,416.77
0000190	008363	01	02/25/2008	110-7060-451.30-49	SPRING EVENTS CALENDAR	114650	
2/21/08							
ELMHURST POSTMASTER					VENDOR TOTAL *	.00	2,416.77
0000193	008781	01	03/06/2008	110-0083-443.60-85	SR COMMISSION MAILING	114961	1,247.84
3/6/08	008482	01	02/29/2008	110-1001-411.60-40	CITY NEWSLETTER	114944	2,434.67
FEB 2008							
F L HUNTER & ASSOCIATES, INC.					VENDOR TOTAL *	.00	3,682.51
0000799	008962	01	03/17/2008	110-1003-412.30-52	APPLICANT LD EXAMS	1,335.00	
26649	008963	01	03/17/2008	110-2007-413.30-52	APPLICANT LD EXAMS	140.00	
26649							
FEDEX					VENDOR TOTAL *	1,475.00	
0013212	008264	01	03/17/2008	110-1001-411.30-49	SHIPPING FEES	47.52	
2-546-85749	008836	01	03/17/2008	110-5030-421.30-49	SHIPPING FEES	20.44	
2-559-76920							
FELLER AND SONS COMM STAT					VENDOR TOTAL *	67.96	
0012480	009017	01	03/17/2008	110-2008-413.40-73	INK CARTRIDGES	679.78	
3132121	009018	01	03/17/2008	110-2008-413.40-73	INK CARTRIDGES	451.84	
3138871	009019	01	03/17/2008	110-2008-413.40-73	TONER	144.99	
3139311							
FERGUSON ENTERPRISES INC					VENDOR TOTAL *	1,276.61	
0014261	008730	01	03/17/2008	110-6046-418.50-01	C.H. REST RM CIRC PUMPS	1,450.95	
1046994							
FIFTH THIRD BANK					VENDOR TOTAL *	1,450.95	
0015916	008153	01	02/27/2008	110-1001-411.60-11	ICMA INTERNET	114943	245.00
FEB 15 2008	008154	01	02/27/2008	110-2006-413.60-37	IGFOA	114943	300.00
FEB 15 2008	008155	01	02/27/2008	110-2007-413.30-52	DOMINICKS STOR00017681	114943	17.15
FEB 15 2008							

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0015916	FIFTH THIRD BANK								
FEB 15 2008		01			02/27/2008	110-2007-413.30-52	JIMMY JOHNS # 535 Q62	114943	566.58
FEB 15 2008		01			02/27/2008	110-2007-413.30-52	EGG HARBOR CAFE	114943	452.10
FEB 15 2008		01			02/27/2008	110-2007-413.60-98	PANERA BREAD #768 Q53	114943	36.48
FEB 15 2008		01			02/27/2008	110-2007-413.60-11	SKILLPATH SEMINARS	114943	199.00
FEB 15 2008		01			02/27/2008	110-2007-413.60-98	DILEO'S PIZZERIA	114943	306.20
FEB 15 2008		01			02/27/2008	110-2007-413.60-98	PANERA BREAD #768 Q53	114943	75.51
FEB 15 2008		01			02/27/2008	110-2007-413.60-98	JEWEL-OSCO 3346	114943	36.58
FEB 15 2008		01			02/27/2008	110-2007-413.60-98	JEWEL-OSCO 3346	114943	44.51
FEB 15 2008		01			02/27/2008	110-2008-413.40-73	WALGREENS #3015	114943	14.96
FEB 15 2008		01			02/27/2008	110-5030-421.60-27	EBAY INC.	114943	90.00
0006648	FILTER RENU OF ILLINOIS, INC.						VENDOR TOTAL *	.00	2,384.07
71612	008966	01			03/17/2008	110-6047-512.50-02	FILTER RENEWED	79.17	
0006869	FISHER SCIENTIFIC						VENDOR TOTAL *	79.17	
5843391	008805	01			03/17/2008	510-6057-502.40-25	LAB SUPPLIES	501.52	
0005438	FLEET SAFETY SUPPLY						VENDOR TOTAL *	501.52	
43462	008159	01			03/17/2008	110-5030-421.80-06	SET UP PW-1 & PD -40	161.16	
43431	008162	01			03/17/2008	110-5030-421.40-31	RIFLE MOUNT/PD-27 & PD-49	181.94	
43637	008661	01			03/17/2008	110-5030-421.80-06	PD-40 NEW SET-UP	519.04	
43636	008662	01			03/17/2008	110-5030-421.40-31	PD-17 REPL TAILGATE LED	202.57	
43532	008155	01			03/17/2008	110-6047-512.80-06	SET UP NEW PW-1	860.23	
43490	008156	01			03/17/2008	110-6047-512.80-06	SET UP NEW PW-1	686.51	
43537	008157	01			03/17/2008	110-6047-512.50-16	SQUAD #1	54.81	
43462	008158	01			03/17/2008	110-6047-512.80-06	SET UP PW-1 & PD -40	161.15	
43553	008160	01			03/17/2008	110-6047-512.50-16	TRUCK #2	87.01	
43474	008161	01			03/17/2008	110-6047-512.80-06	SET UP NEW PW-136	115.19	
43687	008660	01			03/17/2008	110-6047-512.80-06	PW-1 NEW SET-UP	37.79	
0000220	FLESCH CO INC, GORDON						VENDOR TOTAL *	3,067.40	
09T600 1	008478	01			03/17/2008	110-5030-421.30-21	COLOR COPIER CHARGES	301.73	
0002222	FORESMAN, RICH						VENDOR TOTAL *	301.73	
02/17-02/29/08	008531	01			03/17/2008	110-0086-453.30-52	CATV PROF SVCS	498.50	
0013847	FRY'S ELECTRONICS, INC.						VENDOR TOTAL *	498.50	
2890622	009015	01			03/17/2008	110-2008-413.40-31	VHS PLAYERS	489.96	
2866745	009016	01			03/17/2008	110-2008-413.40-72	LASER PRINTER/PHOTO PAPER	728.96	
0010732	FULLIFE SAFETY CENTER						VENDOR TOTAL *	1,218.92	

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FULLIFE SAFETY CENTER	01 03/17/2008	510-6052-501.40-98	GLOVES	182.88	
FULTON TECHNOLOGIES, INC.	01 03/17/2008	110-4022-423.30-12	WARNING SIREN MONITORING	402.00	
FUNCHESS, WILLIAM	01 03/17/2008	110-0086-453.30-52	CATV PROF SVCS	88.00	
GALLAGHER MATERIALS, INC.	01 03/17/2008	110-6041-432.40-02	ASPHALT	3,920.64	
GRAINGER	01 03/17/2008	110-6040-431.80-06	NEW E-12	5,888.64	
GRAND AUTO PARTS	01 03/17/2008	110-6047-512.50-16	TRK/PARTS PW25	106.43	
GRANITO, FRANK	01 03/17/2008	110-0086-453.30-52	CATV PROF SVCS	132.00	
GREMLEY & BIEDERMANN	01 03/17/2008	310-0089-461.30-52	SCHILLER COURT PLAT REVIE	4,500.00	
HACH COMPANY			VENDOR TOTAL *	4,500.00	

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0000254 5600014	HACH COMPANY 008806	01 03/17/2008	510-6057-502.40-25	LAB SUPPLIES	86.12	
0009107 231256	HALL SIGNS, INC. 008436	01 03/17/2008	110-6041-432.40-52	VENDOR TOTAL * CONSTRUCTION CODE OF COND	86.12	
0012889 02/17-02/29/08	HAMILTON, GRANT 008542	01 03/17/2008	110-0086-453.30-52	VENDOR TOTAL * CATV PROF. SVCS	3,713.00	
0000257 27558	HANEY & SONS INC, B. 009001	01 03/17/2008	110-6043-434.30-78	VENDOR TOTAL * LOG DISPOSAL	114.00	
0016432 H02-3445-SDH-37008457	HELM & WAGNER 008163	01 03/17/2008	310-0089-461.30-52	VENDOR TOTAL * PROFESSIONAL SERVICES	675.00	
0005210 1561539	HENRY PRATT COMPANY 008403	01 03/17/2008	510-6052-501.40-31	VENDOR TOTAL * REMOTE CONTROL STATION	1,221.62	
0000129 10908445	HERITAGE CRYSTAL CLEAN, LLC 008163	01 03/17/2008	110-6047-512.40-98	VENDOR TOTAL * PARTS CLEANER	334.71	
0009456 64969396-001	HIGHWAY TECHNOLOGIES, INC. 008432	01 03/17/2008	110-6041-432.40-52	VENDOR TOTAL * BANDING/BUCKLE	144.86	
0012629 32-38145-PL-006009006	HNTB-GREAT LAKES DIVISION 008163	01 03/17/2008	110-3015-414.60-10	VENDOR TOTAL * COMPREHENSIVE PLAN	304.30	
0006864 7226599	HOME DEPOT 1919 008713	01 03/17/2008	110-4020-422.50-01	VENDOR TOTAL * RETURNED MERCHANDISE	11,835.44	
01360977010073	008714	01 03/17/2008	110-4020-422.50-01	TRAINING TOWER CLASSROOM	14.60	
01262978018439	008715	01 03/17/2008	110-4020-422.50-01	TRAINING TOWER CLASSROOM	18.95	
02097570590829	008717	01 03/17/2008	110-4020-422.50-01	TRAINING TOWER CLASSROOM	14.60	
00547875017739	008716	01 03/17/2008	110-7060-451.50-01	MUSEUM DOWNSPOUT	11.28	
0012341 01968571020164	HOME DEPOT 1982 008710	01 03/17/2008	110-4020-422.50-01	VENDOR TOTAL * TRAINING TOWER CLASSROOM	54.82	
00767373011382	008711	01 03/17/2008	110-4020-422.50-01	TRAINING TOWER CLASSROOM	13.14	
03123771024733	008712	01 03/17/2008	110-4020-422.50-01	STA 1 GARAGE HEATER REPR	21.22	
0016781	HONDA HOUSE OF ELMHURST			VENDOR TOTAL *	12.90	
					47.26	

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0016781 2020	HONDA HOUSE OF ELMHURST 008164	01	03/17/2008	110-6042-433.50-16	PW-141 BLOWER	5.97	
0000278 13138	HOUSE OF GLASS 008741	01	03/17/2008	110-6046-418.50-01	METRA STA GLASS REPAIR	250.00	
0017051 1002	HRIBAR LOGISTICS, L.L.C. 008995	01	03/17/2008	110-6042-433.40-46	SALT	3,325.30	
0011204 3/5/08	IGFOA 008777	01	03/05/2008	110-2006-413.60-11	SEMINAR REGISTRATION	3,325.30	CHECK #: 114946 25.00
0007329	IKON OFFICE SOLUTIONS				VENDOR TOTAL *	.00	25.00
5007656480	008875	01	03/17/2008	110-2006-413.30-21	COPIER MAINT	408.09	
5007656480	008876	01	03/17/2008	110-2007-413.30-21	COPIER MAINT	396.08	
5007656480	008877	01	03/17/2008	110-3015-414.30-21	COPIER MAINT	396.08	
5007547264	008226	01	03/17/2008	110-5030-421.30-21	COPIER MAINT	494.15	
0014326 4/21-24/08	ILLINOIS AMPCO 008566	01	03/17/2008	510-6050-501.60-11	CONFERENCE REGISTRATIONS	450.00	
0002321 9084	ILLINOIS FIRE INSPECTORS ASSOC 008575	01	03/17/2008	110-2007-413.20-09	TRAINING REGISTRATION	645.00	
0016624 029229 029229	IMPACT NETWORKING LLC 008466 008467	01	03/17/2008	110-6040-431.30-21	KIP COPIER	162.59	
0013660 25874	INFOTRACK INFORMATION SERVICES, INC 009008	01	03/17/2008	110-2007-413.60-42	BACKGROUND CHECKS	62.00	
0016938 11410712-1	INTEGRYS ENERGY SERVICES INC 008946	01	03/17/2008	110-6041-432.30-24	MONTHLY SVC/ACCT #824463	62.00	
0010731 150001948 47836 47835 47836	INTERSTATE BATTERY SYSTEM OF 008165 008759 008761 008760	01	03/17/2008	110-6047-512.50-16	TRUCK #2	548.76	
				510-6052-501.40-31	INVERTER PARTS/PW24	1,516.70	
				510-6052-501.40-31	INVERTER PARTS/PW24	305.85	
				510-6056-502.40-31	INVERTER PARTS/PW61	305.85	

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0010731 47835	INTERSTATE BATTERY SYSTEM OF 008762	01 03/17/2008	510-6056-502.40-31	INVERTER PARTS/PW61	305.85	
0015844 5259286	INTL CODE COUNCIL-CERTIF.RENEWALS 008559	01 03/17/2008	110-4025-424.60-37	2008 RECERTIFICATION	2,740.10	
0000344 1203-3521772 1203-3514087	JC LIGHT CO. 008785 008786	01 03/17/2008 01 03/17/2008	110-4020-422.50-01 110-4020-422.50-01	PAINT PRIMER	50.00 20.49 24.19	
0007611 MR Refund	JEANA SZETO MR	01 03/17/2008	110-0000-115.07-01	246730	44.68	
0016975 04132008	JIM & BECKY'S HORSE & CARRIAGE SVC 008470	01 03/17/2008	110-7060-451.60-44	MUSEUM EVENT	75.00	
0000976 82374 82225	JIM'S TOWING 008843 008844	01 03/17/2008 01 03/17/2008	110-5030-421.60-27 110-5030-421.60-27	TOWING SVCS/CASE# 08-7412 TOWING SVCS/CASE# 08-4599	600.00 600.00 350.00 350.00	
0007589 02/17-02/29/08	JOHNSON, EDWARD J. III 008540	01 03/17/2008	110-0086-453.30-52	CATV PROF SVCS	700.00	
0000022 4734 4699	JULIANNE'S BAKERY 008534 008840	01 03/17/2008 01 03/17/2008	110-5030-421.60-11 110-5030-421.60-14	MEETING REFRESHMENTS DARE CAKE	121.00	
0004998 000025681	K ADAMS BUILDERS, INC UT	01 03/17/2008	510-0000-113.02-00	UB CR REFUND	88.07	
0004998 000054343	K ADAMS BUILDERS, INC UT	01 03/17/2008	510-0000-113.02-00	UB CR REFUND	60.66	
0000314 203392 203408 203427 203391 204489	KALE UNIFORMS 008474 008475 008476 008477 008549	01 03/17/2008 01 03/17/2008 01 03/17/2008 01 03/17/2008 01 03/17/2008	110-5030-421.40-11 110-5030-421.40-11 110-5030-421.40-11 110-5030-421.40-11 110-5030-421.40-11	UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORM SUPPLIES UNIFORM SUPPLIES	43.48 43.48 66.50 75.00 39.95 15.90 427.35	

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0000314	KALE UNIFORMS				VENDOR TOTAL *	624.70	
0013707	KEATING, CORINA						
2/24-26/08	008483	01	02/29/2008	110-6040-431.60-11	EXPENSE REIMBURSEMENT	CHECK #: 114945	237.42
2/24-26/08	008484	01	02/29/2008	510-6050-501.60-11	EXPENSE REIMBURSEMENT	CHECK #: 114945	237.43
0017025	KERLEY, MICHAEL & MARIANN				VENDOR TOTAL *	.00	474.85
24282	008400	01	03/17/2008	110-0000-316.00-00	TRANSFER STAMP REFUND	510.00	
0015660	KINGS POINT TRUCK LANE				VENDOR TOTAL *	510.00	
13420	008168	01	03/17/2008	110-6047-512.50-02	PW-119	25.00	
13503	008664	01	03/17/2008	110-6047-512.50-02	PW-115 SAFETY LANE	25.00	
13501	008665	01	03/17/2008	110-6047-512.50-02	PW-17 SAFETY LANE	25.00	
0007947	KIWANIS CLUB OF ELMHURST				VENDOR TOTAL *	75.00	
01012008	008468	01	03/17/2008	110-0094-454.60-37	DUES	117.00	
0004904	KOPP, MIKE				VENDOR TOTAL *	117.00	
71528A	008388	01	02/27/2008	110-4020-422.60-11	EXPENSE REIMBURSEMENT	CHECK #: 114940	73.56
03/06/2008	009007	01	03/17/2008	110-4020-422.50-03	EXPENSE REIMBURSEMENT	CHECK #: 375.33	
0012655	KRONOS				VENDOR TOTAL *	375.33	73.56
10313626	008708	01	03/17/2008	110-2008-413.30-52	SERVICE	42.50	
0000331	KUBIESA, SPIROFF, GOSSELAR,				VENDOR TOTAL *	42.50	
45000-046E	008458	01	03/17/2008	110-0081-415.30-36	PROFESSIONAL SERVICES	233.33	
58010M	009030	01	03/17/2008	110-0081-415.30-16	PROFESSIONAL SVCS	214.50	
58010M	009031	01	03/17/2008	110-0081-415.30-19	PROFESSIONAL SVCS	5,478.00	
58010M	009032	01	03/17/2008	110-0081-415.30-44	PROFESSIONAL SVCS	1,425.08	
58010M	009033	01	03/17/2008	110-0081-415.30-36	PROFESSIONAL SVCS	20,742.25	
58010M	009034	01	03/17/2008	310-0089-461.30-52	PROFESSIONAL SVCS	758.50	
0010360	KUSSMAUL ELECTRONICS CO INC				VENDOR TOTAL *	28,851.66	
52280	008167	01	03/17/2008	110-6047-512.50-02	ENGINE #1	158.35	
0017047	LAWRENCE B. CARROL				VENDOR TOTAL *	158.35	
11/1/07-2/29/08008868	001	01	03/17/2008	110-2007-413.30-52	PROFESSIONAL SVCS	4,875.00	
0017046	LAWRENCE, KAREN M.				VENDOR TOTAL *	4,875.00	

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0017046	11430,11431	LAWRENCE, KAREN M.	008862	01	03/17/2008	110-0000-331.07-00	VEHICLE STICKER REFUND	90.00	
0013313	866004	LEACH ENTERPRISES, INC	008416	01	03/17/2008	110-6047-512.50-16	FILTERS	90.00	
	866068		008417	01	03/17/2008	110-6047-512.50-16	RETURNED MERCHANDISE	50.12	
	866362		008462	01	03/17/2008	110-6047-512.50-16	PARTS & SUPPLIES	37.52	
	866894		008964	01	03/17/2008	110-6047-512.50-16	FILTERS	50.80	
								123.50	
0017043	03/04/2008	LEHMAN'S	008827	01	03/17/2008	110-7060-451.60-65	EDUCATIONAL PROGRAMS	186.90	
0007611	MR Refund	LESTER DILLON		01	03/07/2008	110-0000-115.07-01	311555	96.85	
								96.85	
0012723	1038740-2008013008406	LEXISNEXIS		01	03/17/2008	110-5030-421.30-98	MONTHLY FEE	50.00	
	1038740-2008022008837			01	03/17/2008	110-5030-421.30-98	MONTHLY FEE	1,123.80	
								566.40	
0017017	0030562-IN	LIBERTY PROCESS EQUIPMENT INC	008807	01	03/17/2008	510-6057-502.50-08	PUMP REPAIR	1,690.20	
								1,169.23	
0007885	6711	LIBERTY SUBURBAN CHICAGO NEWSPAPERS	008263	01	03/17/2008	110-1001-411.30-54	LEGAL NOTICE	1,169.23	
	6815		008799	01	03/17/2008	110-6040-431.30-54	LEGAL NOTICE	1,243.80	
	6815		008800	01	03/17/2008	510-6050-501.30-54	LEGAL NOTICE	75.40	
								75.40	
0000509	02/17-02/29/08	LILJEBERG, GLEN R.	008530	01	03/17/2008	110-0086-453.30-52	CATV PROF SVCS	1,394.60	
								1,230.50	
0011081	20080414-P	LINDCO EQUIPMENT SALES	008169	01	03/17/2008	110-6042-433.50-16	PW-169 & PW-75	1,230.50	
								3,091.74	
0000346	10120549	LONG ELEVATOR & MACHINE CO INC	008740	01	03/17/2008	110-7060-451.50-01	ELEVATOR MONTHLY SVC FEE	3,091.74	
								120.00	
0007419	02/13-02/26/08	LORUSSO, PATTY	008393	01	03/17/2008	110-1001-411.30-54	PETTY CASH REIMBURSEMENT	120.00	
	02/13-02/26/08		008394	01	03/17/2008	110-2006-413.60-98	PETTY CASH REIMBURSEMENT	4.00	
								50.65	

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VEND NO	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT OR
INVOICE NO	VOUCHER P.O. NO	NO	DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED AMOUNT
0007419	LORUSSO, PATTY						
02/13-02/26/08	008395	01	03/17/2008	110-4020-422.40-98	PETTY CASH REIMBURSEMENT	5.35	
02/13-02/26/08	008396	01	03/17/2008	110-4020-422.60-11	PETTY CASH REIMBURSEMENT	15.00	
02/13-02/26/08	008397	01	03/17/2008	110-4022-423.50-17	PETTY CASH REIMBURSEMENT	10.73	
02/13-02/26/08	008398	01	03/17/2008	110-6040-431.60-37	PETTY CASH REIMBURSEMENT	50.00	
0000680	LUCCHINI, BRADLEY				VENDOR TOTAL *	135.73	
02/26-02/27/08	008551	01	03/17/2008	110-5030-421.60-11	EXPENSE REIMBURSEMENT	49.38	
0006582	LUND INDUSTRIES, INC.				VENDOR TOTAL *	49.38	
56559	008666	01	03/17/2008	110-5030-421.80-06	PD-34 & 35 SET-UP	63.92	
0016116	M & A PARTS INC.				VENDOR TOTAL *	63.92	
03/03/2008	009009	01	03/17/2008	110-5030-421.40-98	RANGE SUPPLIES	79.85	
0015261	MAKIN MEMORIES				VENDOR TOTAL *	79.85	
02/12/2008	008229	01	03/17/2008	110-5030-421.60-14	DARE BALLOONS	100.00	
0013587	MALONEY, CATHY				VENDOR TOTAL *	100.00	
10208	009004	01	03/17/2008	110-3015-414.30-12	RETAIL CONSULTING SVCS	4,164.20	
0007486	MAMMA MARIA'S PIZZA				VENDOR TOTAL *	4,164.20	
2/21/08	008364	01	02/25/2008	110-5030-421.60-45	MEETING REFRESHMENTS	114.65	73.65
0004901	MATCO TOOLS-T & K TOOL SALES				VENDOR TOTAL *	.00	
08006	008170	01	03/17/2008	110-6047-512.40-53	SCREW DRIVERS/IMPACT PART	88.00	
0007611	MATTHEW J ROBERTS				VENDOR TOTAL *	88.00	
MR Refund	MR	01	03/07/2008	110-0000-115.07-01	247223	75.00	
0007176	MCCANN INDUSTRIES INC				VENDOR TOTAL *	75.00	
07085450	008418	01	03/17/2008	110-6047-512.50-16	HEADLIGHT	176.56	
07085636	008667	01	03/17/2008	110-6047-512.50-16	PW-166	414.77	
0002941	MCMASER-CARR SUPPLY CO.				VENDOR TOTAL *	591.33	
82109631	008858	01	03/17/2008	110-4020-422.50-01	SIGN HOLDERS	33.99	
81933431	008668	01	03/17/2008	110-6042-433.50-16	STOCK PLOW WHEELS	152.53	
82109632	008744	01	03/17/2008	110-6046-418.50-01	HR CART REPAIR	29.25	
79528281	008745	01	03/17/2008	110-6046-418.50-01	SEAT COVERS	17.72	

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73.65

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0002941	MCMMASTER-CARR SUPPLY CO.						
82275909	008980	01	03/17/2008	110-6046-418.50-01	SUPPLIES	73.83	
8120779	008171	01	03/17/2008	110-6047-512.50-16	FOR STOCK/TIRE STRAPS	26.13	
81933431	008669	01	03/17/2008	110-6047-512.50-16	STOCK ANTI-SLIP TAPE	80.81	
82275909	008981	01	03/17/2008	110-6047-512.40-98	SUPPLIES	9.12	
					VENDOR TOTAL *	423.38	
0000366	MEL'S ACE HARDWARE						
405217	008392	01	03/17/2008	110-4020-422.40-98	CLEANING SUPPLIES	15.19	
405307/4	008851	01	03/17/2008	110-4020-422.50-08	HOSE NOZZLES	14.38	
405259/4	008445	01	03/17/2008	110-5030-421.40-98	MAGNIFYING LIGHT	8.54	
405154	008719	01	03/17/2008	110-5030-421.50-01	PD CHAIRPADS	4.31	
405301/4	008850	01	03/17/2008	110-6043-434.40-98	PRIMER	26.99	
405223	008720	01	03/17/2008	110-6046-418.50-01	REPAIR PW GARAGE DOOR	6.56	
405154	008718	01	03/17/2008	530-0088-503.50-14	PROPANE TO THAW PIPES	3.41	
					VENDOR TOTAL *	79.38	
0007591	MENARDS - HILLSIDE						
97511	008726	01	03/17/2008	110-6046-418.50-01	UTILITIES CABINET MATL	12.87	
					VENDOR TOTAL *	12.87	
0006865	METAL EXPRESS						
ADD 17665	008172	01	03/17/2008	110-6042-433.50-16	PW-75	9.93	
ADD 17618	008173	01	03/17/2008	110-6042-433.50-16	PW-75	65.47	
ADD 17314	008174	01	03/17/2008	110-6047-512.50-16	RETURNED MERCHANDISE	14.65	
					VENDOR TOTAL *	60.75	
0009371	MICRO CENTER A/R						
1666812	009014	01	03/17/2008	110-2008-413.40-72	LAPTOP HARD DRIVES	209.97	
					VENDOR TOTAL *	209.97	
0008503	MIDWAY TRUCK PARTS						
672635	008175	01	03/17/2008	110-6047-512.50-16	F-3	98.29	
672362	008176	01	03/17/2008	110-6047-512.50-16	PW-34	89.17	
671956	008177	01	03/17/2008	110-6047-512.50-16	PW-38	186.40	
673134	008670	01	03/17/2008	110-6047-512.50-16	TRK-2 CREDIT	161.45	
					VENDOR TOTAL *	212.41	
0011851	MILLER PARTNERS DESIGN						
0803-05	008828	01	03/17/2008	110-7060-451.60-65	2008 SPRING CALENDARS	620.45	
					VENDOR TOTAL *	620.45	
0014892	MILLET, MARK						
2/01/08	008390	01	02/27/2008	110-4020-422.40-98	STA 1 SPEAKER REPLACEMENT	1149.42	229.00
					VENDOR TOTAL *	.00	229.00
0017044	MINUTEMAN PRESS						
34120	008826	01	03/17/2008	110-7060-451.40-33	BUSINESS CARDS	161.00	
					VENDOR TOTAL *	161.00	
0006434	MONROE TRUCK EQUIPMENT						

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0006434	MONROE TRUCK EQUIPMENT	110-6047-512.80-06	PW-1	01 03/17/2008			1,202.00	
1466082A	008181						1,202.00	
0007257	MOTION INDUSTRIES, INC.	110-6042-433.50-16	PW-99, 99A & 99B BROOMS	01 03/17/2008			3.40	
IL10-358000	008178						42.00	
IL10-357912	008179							
0000378	MOTOROLA	110-5030-421.80-06	PW-141	01 03/17/2008			45.40	
89335272	008671						41.40	
89320437	008180						133.18	
89331344	008672						53.82	
0005471	MTS SAFETY PRODUCTS, INC.	110-5030-421.60-45	SAFETY VESTS	01 03/17/2008			228.40	
1285301	008839						246.53	
0007206	MUNICIPAL CLERKS OF DUPAGE COUNTY	110-1001-411.60-11	MONTHLY MEETING REGISTRN	01 02/26/2008			246.53	
3/05/08	008387						114924	30.00
0011645	MUNICIPAL EMERGENCY SERVICES	110-4020-422.40-21	FIRE INCIDENT FOAM	01 03/17/2008			.00	
00018490_SNV	008560						1,650.00	
00017360_SNV	008561						1,023.56	
00018789_SNV	008859						308.75	
00019537_SNV	008860						308.75	
0014038	NATIONAL SAFETY COUNCIL	110-5030-421.60-11	TRAINING COURSE	01 03/17/2008			3,291.06	
2024759	008829						1,100.00	
0000392	NCL EQUIPMENT SPECIALTIES INC	110-6041-432.40-52	PAINT	01 03/17/2008			1,100.00	
9183	008967						366.00	
0000401	NORTH EAST MULTI-REGIONAL TRAINING	110-5030-421.60-11	TRAINING CLASS	01 03/17/2008			366.00	
104362	008830						50.00	
104460	008831						120.00	
0002011	NORTHWEST POLICE ACADEMY	110-5030-421.60-11	TRAINING CLASS	01 03/17/2008			170.00	
02/14/2008	008225						75.00	
0016554	NORTHWESTERN GROUP MARKETING	110-1001-411.20-04	HEALTH INS	01 03/17/2008			75.00	
014582	008813						33.14	

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0016554	NORTHWESTERN GROUP			MARKETING				
014582	008814	01		03/17/2008	110-2006-413-20-04	HEALTH INS	161.20	
014582	008815	01		03/17/2008	110-2007-413-20-04	HEALTH INS	18.34	
014582	008816	01		03/17/2008	110-3015-414-20-04	HEALTH INS	49.55	
014582	008817	01		03/17/2008	110-4020-422-20-04	HEALTH INS	598.78	
014582	008818	01		03/17/2008	110-4025-424-20-04	HEALTH INS	76.90	
014582	008819	01		03/17/2008	110-5030-421-20-04	HEALTH INS	964.28	
014582	008820	01		03/17/2008	110-6040-431-20-04	HEALTH INS	657.66	
014582	008821	01		03/17/2008	110-7060-451-20-04	HEALTH INS	38.29	
014582	008822	01		03/17/2008	210-8070-452-20-04	HEALTH INS	159.59	
014582	008823	01		03/17/2008	510-6050-501-20-04	HEALTH INS	214.93	
014582	008824	01		03/17/2008	510-6055-502-20-04	HEALTH INS	220.72	
014582	008825	01		03/17/2008	530-0088-503-20-04	HEALTH INS	24.12	
						VENDOR TOTAL *	3,217.50	

0007030	O'CONNOR, JAMES G							
02/26-02/28/08	008834	01		03/17/2008	110-5030-421-60-05	EXPENSE REIMBURSEMENT	50.00	
02/26-02/28/08	008835	01		03/17/2008	110-5030-421-60-11	EXPENSE REIMBURSEMENT	16.46	
						VENDOR TOTAL *	66.46	

0008640	OFFICE DEPOT							
420358106-001	008570	01		03/17/2008	110-1001-411-40-33	OFFICE SUPPLIES	10.79	
420358106-001	008569	01		03/17/2008	110-2006-413-40-33	OFFICE SUPPLIES	16.06	
421521972-001	008959	01		03/17/2008	110-2006-413-40-33	SUPPLIES	79.24	
420358106-001	008571	01		03/17/2008	110-2007-413-40-33	OFFICE SUPPLIES	312.92	
421545120-001	008958	01		03/17/2008	110-2007-413-40-33	STORAGE BOXES	221.38	
420700596-001	008960	01		03/17/2008	110-2008-413-40-98	SUPPLIES	44.88	
420700596-001	008961	01		03/17/2008	110-6046-418-40-98	SUPPLIES	44.88	
						VENDOR TOTAL *	730.15	

0000416	OTIS ELEVATOR COMPANY							
CY66752308	008742	01		03/17/2008	110-5030-421.30-25	PD ELEVATOR MONTHLY FEE	278.04	
						VENDOR TOTAL *	278.04	

0015671	PACIFIC CASCADE CORP							
371781	008731	01		03/17/2008	110-5030-421.50-01	BILL STUFFER FOR COIN BOX	104.50	
						VENDOR TOTAL *	104.50	

0004957	PANICO, DOMINIC							
03/07/2008	009010	01		03/17/2008	110-5030-421.60-05	EXPENSE REIMBURSEMENT	32.00	
						VENDOR TOTAL *	32.00	

0010884	PASQUARELLA, DONALD							
02262008	008480	01		03/17/2008	110-5030-421.60-13	COURT APPEARANCE	105.33	
						VENDOR TOTAL *	105.33	

0016236	PEOPLES ENERGY SVCS CORP							
5775352311	008955	01		03/17/2008	510-6057-502.30-24	MONTHLY ELECTRIC	55,233.72	
						VENDOR TOTAL *	55,233.72	

0005712	PETAL PUSHERS							
						VENDOR TOTAL *	55,233.72	

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0005712 38375	PETAL PUSHERS 009867	01		03/17/2008	110-2007-413.60-23	FLOWER ARRANGEMENT	85.95	
0016126 02/17-02/29/08	PETERSEN, DARRELL 008539	01		03/17/2008	110-0086-453.30-52	CATV PROF SVCS	123.50	
0006912 02/17-02/29/08	PETRICIG, PHILIP J 008535	01		03/17/2008	110-0086-453.30-52	CATV PROF SVCS	123.50	
0000426 95673	PFUND & CLINT FLORIST LTD. 008848	01		03/17/2008	110-5030-421.60-98	FLOWER ARRANGEMENTS	144.00	
0000772 342846 310489	PHILLIPS FLOWERS 008956 008465	01		03/17/2008	110-6041-432.40-98 510-6056-502.40-98	FLOWER ARRANGEMENT FLOWERS	139.90 59.90	
0015810 14220	PHOENIX BATHTUB RENEWALS, INC. 008738	01		03/17/2008	110-4020-422.50-01	STA 1 SHOWER BASE LINER	770.00	
0001467 02/17-02/29/08	PINE, JOE 008533	01		03/17/2008	110-0086-453.30-52	CATV PROF SVCS	187.50	
0012138 414105	POCO PAULSON OIL CO 008454	01		03/17/2008	110-6047-512.40-19	10% MID GRADE ETHANOL	19,808.80	
0008318 580528484236	POLI, ANTHONY 008365	01		02/25/2008	110-5030-421.60-54	TRAVEL REIMBURSEMENT	114652	215.00
0012531 02/25/2008	POLICE 008228	01		03/17/2008	110-5030-421.60-51	SUBSCRIPTION	45.00	215.00
0000435 100801248	PORTABLE COMMUNICATIONS 008203	01		03/17/2008	110-5030-421.50-17	RADIO REPAIR	284.00	
0017022 2/26/08	POT BELLY RESTAURANT 008366	01		02/25/2008	110-4020-422.60-11	MEETING REFRESHMENTS	114653	74.17
0013302	PRECISION CONTROL SYSTEMS OF						.00	74.17

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0013302 10160	PRECISION CONTROL SYSTEMS OF	01	03/17/2008	01 03/17/2008	110-5030-421.50-01	PD HVAC MAINT FEE	231.00	
0017045 121510 121512 121511	PROFESSIONAL SOUND & SECURITY INC	01	03/17/2008	01 03/17/2008	110-5030-421.40-31	VENDOR TOTAL * ALARM SYSTEM/PD-41	231.00	
		01	03/17/2008	01 03/17/2008	110-5030-421.40-31	ALARM SYSTEM/PD-27	350.00	
		01	03/17/2008	01 03/17/2008	110-5030-421.40-31	ALARM SYSTEM/PD-49	350.00	
0000444 2/581620 2/581620 2/581620 2/581620 2/581620	PROSAFETY INC	01	03/17/2008	01 03/17/2008	110-6041-432.40-98	VENDOR TOTAL * SUPPLIES	1,050.00	
		01	03/17/2008	01 03/17/2008	110-6043-434.40-98	SUPPLIES	36.55	
		01	03/17/2008	01 03/17/2008	110-6044-435.40-98	SUPPLIES	36.54	
		01	03/17/2008	01 03/17/2008	110-6046-418.40-98	SUPPLIES	36.54	
		01	03/17/2008	01 03/17/2008	510-6052-501.40-98	SUPPLIES	36.54	
		01	03/17/2008	01 03/17/2008	510-6057-502.40-98	SUPPLIES	36.54	
0010820 02/17-02/29/08 008534	RADABAUGH, MARK	01	03/17/2008	01 03/17/2008	110-0086-453.30-52	VENDOR TOTAL * CATV PROF SVCS	219.25	
0016300 51568 51935 52353 52094 51462 52949 54469 53658 53176 54093	RB ENTERPRISES	01	03/17/2008	01 03/17/2008	110-6042-433.30-72	VENDOR TOTAL * SNOW REMOVAL	180.00	
		01	03/17/2008	01 03/17/2008	110-6042-433.30-72	SNOW REMOVAL	442.00	
		01	03/17/2008	01 03/17/2008	110-6042-433.30-72	SNOW REMOVAL	408.00	
		01	03/17/2008	01 03/17/2008	110-6042-433.30-72	SNOW REMOVAL	408.00	
		01	03/17/2008	01 03/17/2008	110-6042-433.30-72	SNOW REMOVAL	754.00	
		01	03/17/2008	01 03/17/2008	110-6042-433.30-72	SNOW REMOVAL	600.00	
		01	03/17/2008	01 03/17/2008	110-6042-433.30-72	SNOW REMOVAL	442.00	
		01	03/17/2008	01 03/17/2008	110-6042-433.30-72	SNOW REMOVAL	720.00	
		01	03/17/2008	01 03/17/2008	110-6042-433.30-72	SNOW REMOVAL	584.00	
		01	03/17/2008	01 03/17/2008	110-6042-433.30-72	SNOW REMOVAL	340.00	
0004402 151283 151054 151753 151640	REGIONAL TRUCK EQUIPMENT CO.	01	03/17/2008	01 03/17/2008	110-6042-433.50-16	VENDOR TOTAL * TRK/PARTS PW8	5,418.00	
		01	03/17/2008	01 03/17/2008	110-6042-433.50-16	RELIEF VALVE KIT	135.52	
		01	03/17/2008	01 03/17/2008	110-6042-433.50-16	PW-66 & STOCK	11.98	
		01	03/17/2008	01 03/17/2008	110-6047-512.80-06	PW-1 NEW SET-UP	21.31	
		01	03/17/2008	01 03/17/2008	110-6047-512.80-06	PW-1 NEW SET-UP	129.60	
0017050 1191200-00	REINDERS, INC.	01	03/17/2008	01 03/17/2008	110-6047-512.50-16	VENDOR TOTAL * PARTS/SUPPLIES	298.41	
		01	03/17/2008	01 03/17/2008	110-6047-512.50-16	PARTS/SUPPLIES	83.74	
0011403 F002793-IN	RELIAGENE TECHNOLOGIES	01	03/17/2008	01 03/17/2008	110-5030-421.60-50	VENDOR TOTAL * DNA TEST	83.74	
		01	03/17/2008	01 03/17/2008	110-5030-421.60-50	DNA TEST	6,380.00	

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0011403	RELIAGENE TECHNOLOGIES					VENDOR TOTAL *	6,380.00	
0005969	RICMAR INDUSTRIES							
294483	008415	01	03/17/2008	510-6052-501.40-98	SANI-FOAM	126.92		
292932	008974	01	03/17/2008	510-6052-501.40-98	SANI-WIPES	200.08		
0017041	ROLAND MACHINERY CO					VENDOR TOTAL *	327.00	
18039898	008763	01	03/17/2008	110-6042-433.50-16	CARBIDE CUTTING EDGES	5,383.84		
0008861	ROYAL RECOGNITION					VENDOR TOTAL *	5,383.84	
00031612	008231	01	03/17/2008	110-2007-413.60-23	SERVICE AWARDS	401.76		
00031678	008572	01	03/17/2008	110-2007-413.60-23	SERVICE AWARDS	474.57		
0007032	RUMICK, DOUGLAS					VENDOR TOTAL *	876.33	
03/05/2008	008845	01	03/17/2008	110-5030-421.40-98	EXPENSE REIMBURSEMENT	21.40		
0006411	RUSSO POWER EQUIPMENT					VENDOR TOTAL *	21.40	
187212	008679	01	03/17/2008	110-6042-433.50-16	PW-99A	10.73		
0001751	S & S INDUSTRIAL SUPPLY					VENDOR TOTAL *	10.73	
2777147 RI	008460	01	03/17/2008	110-6047-512.50-16	PARTS & SUPPLIES	87.12		
2780153 RI	008975	01	03/17/2008	110-6047-512.50-16	SUPPLIES	221.53		
0000473	SAKASH JOHN COMPANY INC.					VENDOR TOTAL *	308.65	
208821	008166	01	03/17/2008	110-6047-512.50-02	PW1-T	45.00		
0000477	SCHWEPPE AND SONS					VENDOR TOTAL *	45.00	
875442	008725	01	03/17/2008	110-6046-418.40-98	COFFEE POT REPLACEMENT	21.27		
0010169	SEAWAY SUPPLY					VENDOR TOTAL *	21.27	
53402	008968	01	03/17/2008	110-6046-418.40-24	SUPPLIES	490.00		
53329	008969	01	03/17/2008	110-6046-418.40-24	SUPPLIES	402.00		
0001319	SEC OF ST VEHICLE SERVICE					VENDOR TOTAL *	892.00	
PW72	008221	01	03/17/2008	110-6047-512.60-55	TITLE/PLATES	75.00		
PW36	008222	01	03/17/2008	110-6047-512.60-55	TITLE/PLATES	75.00		
PW136	008528	01	03/17/2008	110-6047-512.60-55	TITLE/PLATES	75.00		
0000481	SERVICE SPRING					VENDOR TOTAL *	225.00	

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0000481	SERVICE SPRING							
90892	008206	01		03/17/2008	110-6047-512.50-02	TRK/PARTS PW52	252.54	
90844	008207	01		03/17/2008	110-6047-512.50-02	TRK/PARTS PW38	242.94	
90767	008208	01		03/17/2008	110-6047-512.50-02	TRK/PARTS PW9	184.27	
90708	008209	01		03/17/2008	110-6047-512.50-02	TRK/PARTS PW38	682.59	
91070	008680	01		03/17/2008	110-6047-512.50-02	PW-34 SPRING REPAIR	295.22	
91091	008681	01		03/17/2008	110-6047-512.50-02	PW-52	268.77	
						VENDOR TOTAL *	1,926.33	
0000484	SEYFARTH SHAW LLP							
1447668	008767	01		03/17/2008	110-0081-415.30-32	PROFESSIONAL SVCS	547.50	
1447676	008768	01		03/17/2008	110-0081-415.30-32	PROFESSIONAL SVCS	1,733.75	
						VENDOR TOTAL *	2,281.25	
0000486	SICALCO LTD							
49939	008435	01		03/17/2008	110-6042-433.40-47	CALCIUM CHLORIDE	2,190.76	
						VENDOR TOTAL *	2,190.76	
0003604	SIMPLEXGRINNELL							
63194424	008739	01		03/17/2008	110-6046-418.50-01	CH FIRE ALARM DUCT REPAIR	513.25	
						VENDOR TOTAL *	513.25	
0015775	SINNOTT, SHAUN							
02/17-02/29/08	008537	01		03/17/2008	110-0086-453.30-52	CATV PROF SVCS	129.00	
						VENDOR TOTAL *	129.00	
0014453	SOLID IMPRESSIONS							
22831	008812	01		03/17/2008	110-7060-451.60-65	SPRING CALENDAR BROCHURES	1,576.05	
						VENDOR TOTAL *	1,576.05	
0008411	SOUTHERN KANE COUNTY TRAINING ASSOC							
6777	008577	01		03/17/2008	110-2007-413.20-09	TRAINING REGISTRATION	275.00	
6762	008578	01		03/17/2008	110-2007-413.20-09	TRAINING REGISTRATION	275.00	
6831	008579	01		03/17/2008	110-2007-413.20-09	TRAINING REGISTRATION	275.00	
						VENDOR TOTAL *	825.00	
0009444	SOUTHWEST UNITED FIRE DISTRICTS							
VM108-1 07	008580	01		03/17/2008	110-2007-413.20-09	TRAINING REGISTRATION	475.00	
MC008-1 04	008863	01		03/17/2008	110-2007-413.20-09	TRAINING CLASSES	75.00	
FIC008-1 02	008864	01		03/17/2008	110-2007-413.20-09	TRAINING CLASSES	75.00	
BCFB08-1 02	008865	01		03/17/2008	110-2007-413.20-09	TRAINING CLASSES	75.00	
FGS008-2 01	008866	01		03/17/2008	110-2007-413.20-09	TRAINING CLASSES	75.00	
						VENDOR TOTAL *	775.00	
0000740	STANDARD EQUIPMENT COMPANY							
C33790	008210	01		03/17/2008	110-6042-433.50-16	TRK/PARTS PW199	760.75	
C33858	008211	01		03/17/2008	110-6042-433.50-16	TRK/PARTS PW25, PW76	818.54	
C333683	008212	01		03/17/2008	110-6042-433.50-16	TRK/PARTS PW76, PW25	863.96	
C333542	008214	01		03/17/2008	110-6042-433.50-16	TRK/PARTS PW25	329.71	

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0000740 STANDARD EQUIPMENT COMPANY	110-6042-433.50-16	TRK/PARTS PW76	336.29	
C33713 008215 01 03/17/2008			91.68	
C33908 008213 01 03/17/2008	110-6047-512.50-16	TRK/PARTS PW25, PW76		
0017029 STAOLA, ANTONIETTA		VENDOR TOTAL *	3,200.93	
1197 008401 01 03/17/2008	530-0000-341.50-00	PARKING PERMIT REFUND	35.50	
0006770 STI-CO INDUSTRIES INC		VENDOR TOTAL *	35.50	
0000097183 008857 01 03/17/2008	110-4022-423.80-06	MIC/MAST REPLACEMENT/NEW	190.46	
0001383 STREICHER, DENNIS		VENDOR TOTAL *	190.46	
02/28-02/29/08 008861 01 03/17/2008	510-6050-501.60-11	EXPENSE REIMBURSEMENT	151.70	
0000504 SUB TRAILER SERVICE		VENDOR TOTAL *	151.70	
48688 008624 01 03/17/2008	110-6047-512.50-16	ADAPTER FOR RENTAL TRUCK	9.95	
0008228 SUBURBAN LABORATORIES INC		VENDOR TOTAL *	9.95	
86749 008804 01 03/17/2008	510-6057-502.30-33	LAB TESTING	864.00	
0000523 TERMINAL SUPPLY CO		VENDOR TOTAL *	864.00	
9993222 008649 01 03/17/2008	110-4020-422.40-98	F-8 & STOCK RETURNS	14.88-	
9993222 008650 01 03/17/2008	110-5030-421.40-98	F-8 & STOCK RETURNS	14.89-	
692256-00 008971 01 03/17/2008	110-6047-512.50-16	MARKER/LAMP	80.79	
0000525 TERRACE SUPPLY COMPANY		VENDOR TOTAL *	51.02	
4654097 008410 01 03/17/2008	110-5030-421.30-98	GAS CYLINDERS RENTAL	9.30	
466709 008481 01 03/17/2008	110-5030-421.30-98	CARBON DIOXIDE	62.02	
0016483 THE ROWMAN & LITTLEFIELD PUB GROUP		VENDOR TOTAL *	71.32	
07261570 008469 01 03/17/2008	110-7060-451.60-44	EXHIBIT BOOK	22.45	
0000528 THOMPSON ELEVATOR INSPECTION		VENDOR TOTAL *	22.45	
08-0769 008358 01 03/17/2008	110-4025-424.30-12	ELEVATOR PLAN REVIEW	60.00	
0010869 TIGERDIRECT.COM		VENDOR TOTAL *	60.00	
P94633530101 009027 01 03/17/2008	110-2008-413.40-31	LAMP REPLACEMENT	433.69	
P94658500101 009028 01 03/17/2008	110-2008-413.40-31	LAMP REPLACEMENT	433.69	
0000403 TRANSCHICAGO TRUCK GROUP AND		VENDOR TOTAL *	867.38	

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0000403		TRANSCHICAGO TRUCK GROUP AND							
6036854		08196	01		03/17/2008	110-6047-512.50-16	TRK/PARTS PW52	68.01	
6037656		08197	01		03/17/2008	110-6047-512.50-16	TRK/PARTS PW34	653.98	
6037656		08198	01		03/17/2008	110-6047-512.50-16	RETURNED MERCHANDISE	490.72	
202266		08199	01		03/17/2008	110-6047-512.50-02	TRK/PARTS PW15	86.00	
202271		08200	01		03/17/2008	110-6047-512.50-02	TOWING SVCS/PW15	300.00	
992775		08201	01		03/17/2008	110-6047-512.50-16	TRK/PARTS PW52	6.06	
6038003		08202	01		03/17/2008	110-6047-512.50-16	TRK/PARTS PW6	140.15	
6037765		08673	01		03/17/2008	110-6047-512.50-16	PW-34 ACCIDENT	13.45	
6036996		08674	01		03/17/2008	110-6047-512.50-16	PW-38 EXHAUST REPLACEMENT	938.16	
6038003		08675	01		03/17/2008	110-6047-512.50-16	CORE CREDIT	25.00	
6037835		08676	01		03/17/2008	110-6047-512.50-16	PW-89	37.98	
0000536		TREE TOWNS REPROGRAPHICS, INC.					VENDOR TOTAL *	1,728.07	
0000101478		009002	01		03/17/2008	110-6043-434.40-98	DRAFTING TABLE COVER	127.00	
0000101502		008874	01		03/17/2008	510-6052-501.40-98	TEMPLATE	21.00	
0000538		TRI-STATE HYDRAULICS INC					VENDOR TOTAL *	148.00	
28873		08216	01		03/17/2008	110-6042-433.50-16	VALVE REPLACEMENT KIT	256.38	
0014480		TROUT, FRANK JR.					VENDOR TOTAL *	256.38	
02/17-02/29/08		008545	01		03/17/2008	110-0086-453.30-52	CATV PROF SVCS	16.00	
0016865		TRUGREEN CHEMLAWN					VENDOR TOTAL *	16.00	
246971		008431	01		03/17/2008	110-6042-433.40-46	SALT	450.00	
0015470		UNIFORMITY INC.					VENDOR TOTAL *	450.00	
IN137625		008359	01		03/17/2008	110-4020-422.40-62	UNIFORM SUPPLIES	112.55	
0002337		UNION PACIFIC RAILROAD COMPANY					VENDOR TOTAL *	112.55	
194-88		008573	01		03/17/2008	530-0088-503.30-59	PARKING LOT LEASE	2,637.95	
0008663		UNITED STATES POST OFFICE					VENDOR TOTAL *	2,637.95	
2/25/08		008362	01		02/25/2008	110-6040-431.30-49	VEHICLE STICKER POSTAGE	114649	7,244.72
0005115		UNIVERSAL TAXI DISPATCH, INC					VENDOR TOTAL *	.00	7,244.72
2570		008556	01		03/17/2008	110-0083-443.60-49	SENIOR TAXI SERVICE	342.00	
2570		008557	01		03/17/2008	110-0083-443.60-19	DISABLED TAXI SERVICE	20.40	
0006266		UNTOUCHABLE AUTO WASH					VENDOR TOTAL *	362.40	

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0006266	UNTOUCHABLE AUTO WASH	01	03/17/2008	110-6047-512.50-16	CAR WASHES			168.00	
FEB 2008	008842						VENDOR TOTAL *	168.00	
0007731	UPS	01	03/17/2008	110-2007-413.30-49	SHIPPING			15.54	
00001Y3E41088	008574						SHIPPING FEES	17.61	
00005A30E3098	008996						SHIPPING FEES	182.73	
00005A30E3098	008997						SHIPPING FEES		
0000550	URICK, EUGENIE	01	03/17/2008	110-0086-453.30-52	CATV PROF SVCS			215.88	
02/17-02/29/08	008529						VENDOR TOTAL *	1,311.50	
0016782	USA MOBILITY WIRELESS, INC	01	03/17/2008	110-4020-422.30-75	2437120-5/MONTHLY PHONE			24.81	
R2437120B	008356						MONTHLY PHONE	59.99	
R2437123B	008227						MONTHLY PHONE		
0013872	VANGUARD SECURITY CO	01	03/17/2008	110-4020-422.50-01	FA REPAIR			84.80	
10867	008734						DISABLE FOR CONST WORK	85.00	
10867	008735						DISABLE FOR CONST WORK	85.00	
0000560	VILLA PARK ELECTRICAL SUPPLY	01	03/17/2008	510-6052-501.40-31	GROUNDING ELECTRICAL			170.00	
01681813	008404						GROUNDING ELECTRICAL	72.51	
01682234	008682						INVERTER PARTS PW-24	29.18	
01682235	008684						INVERTER PARTS PW-24	29.18	
01682234	008683						INVERTER PARTS PW-61	29.18	
01682235	008685						INVERTER PARTS PW-61	29.18	
0001178	VILLA PARK OFFICE EQUIPMENT	01	03/17/2008	110-6046-418.50-01	UTILITIES DESK DRAWER			189.23	
24674	008736						UTILITIES DESK DRAWER	79.00	
0006095	VITAL SIGNS USA INC	01	03/17/2008	110-7060-451.60-65	BANNER			79.00	
VS-74367	008471						BANNER	25.00	
0013353	VWR INTERNATIONAL INC.	01	03/17/2008	510-6057-502.40-25	LAB CHEMICALS			25.00	
33500757	008808						LAB CHEMICALS	38.16	
0015717	WENTWORTH TIRE-BENSENVILLE	01	03/17/2008	110-6047-512.50-20	TIRES/PW8			38.16	
464481	008287						TIRES/PW8	106.00	
464480	008288						TIRES/PW15	362.56	
464478	008289						TIRES/PW34	380.70	
464652	008290						TIRES/PW113	231.57	

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0015717		WENTWORTH TIRE-BENSENVILLE							
	464646	01 03/17/2008	008291			110-6047-512.50-20	TIRES/PW118	98.50	
	464413	01 03/17/2008	008292			110-6047-512.50-20	TIRES/PW112	161.39	
	464414	01 03/17/2008	008293			110-6047-512.50-20	TIRES/PW119	161.39	
	464485	01 03/17/2008	008294			110-6047-512.50-20	TIRE DISPOSAL	15.75	
	464223	01 03/17/2008	008295			110-6047-512.50-20	STOCK	351.98	
	464479	01 03/17/2008	008296			110-6047-512.50-20	STOCK	360.50	
							VENDOR TOTAL *	2,230.34	
0000573		WEST AUTOMOTIVE SERVICE INC							
	40135	01 03/17/2008	008144			110-6047-512.50-02	PD-10	481.00	
							VENDOR TOTAL *	481.00	
0017026		WEST SUBURBAN DETECTIVES ASSOC							
	2008	01 03/17/2008	008407			110-5030-421.60-37	MEMBERSHIP	75.00	
							VENDOR TOTAL *	75.00	
0000576		WEST SUBURBAN OP, INC.							
	64868	01 03/17/2008	008361			110-4020-422.60-11	TRAINING WORKBOOK COVERS	30.46	
	65279	01 03/17/2008	008563			110-4020-422.40-33	OFFICE SUPPLIES	13.32	
	65094	01 03/17/2008	008408			110-5030-421.40-33	SUPPLIES	38.36	
	65521	01 03/17/2008	008810			110-5030-421.40-33	SUPPLIES	169.11	
	65292	01 03/17/2008	008811			110-5030-421.40-33	SUPPLIES	66.67	
	65705	01 03/17/2008	009011			110-5030-421.40-33	SUPPLIES	80.14	
	65612	01 03/17/2008	009012			110-5030-421.40-33	STAMP	44.95	
	2297CM	01 03/17/2008	009013			110-5030-421.40-33	RETURNED MERCHANDISE	88.32	
	64528	01 03/17/2008	008217			110-6047-512.50-16	INK CARTRIDGE	71.72	
	65009	01 03/17/2008	008472			110-7060-451.40-33	OFFICE SUPPLIES	141.65	
	2251CM	01 03/17/2008	008809			110-7060-451.40-33	RETURNED MERCHANDISE	39.59	
							VENDOR TOTAL *	528.47	
0004668		WEST TOWN REFRIGERATION							
	169188	01 03/17/2008	008747			110-4020-422.50-01	HVAC REPAIR	338.62	
	168904	01 03/17/2008	008748			110-4020-422.50-01	CLASSROOM DUCTWORK FIT	211.42	
	169464	01 03/17/2008	008749			110-4020-422.50-01	CLASSROOM DUCTWORK	211.42	
	169891	01 03/17/2008	008795			110-5030-421.30-98	MONTHLY MAINT FEE	483.00	
	168234	01 03/17/2008	008746			110-6046-418.50-01	BOILER REPAIR	543.50	
							VENDOR TOTAL *	1,787.96	
0016476		WHITFORD, DANIEL A							
	02/17-02/29/08	01 03/17/2008	008543			110-0086-453.30-52	CATV PROF SVCS	100.75	
							VENDOR TOTAL *	100.75	
0002838		WHOLESALE DIRECT							
	000159317	01 03/17/2008	008219			110-6042-433.50-16	STOCK	178.17	
	000159317	01 03/17/2008	008218			110-6047-512.50-16	STOCK	33.04	
	000159773	01 03/17/2008	008979			110-6047-512.50-16	PARTS/SUPPLIES	245.29	
	000159414	01 03/17/2008	008686			510-6052-501.40-31	INVERTER PARTS PW-24	55.69	
	000158896	01 03/17/2008	008764			510-6052-501.40-31	INVERTER PARTS PW-24	1,945.56	

EXPENDITURE APPROVAL LIST
 AS OF: 03/17/2008 CHECK DATE: 03/20/2008

PREPARED 03/10/2008, 14:53:27
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

BANK: 01

VEND NO	VENDOR NAME	NO	NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0002838	WHOLESALE DIRECT								
000159414	008687	01	03/17/2008	510-6056-502.40-31	INVERTER PARTS PW-61	55.69			
000158896	008765	01	03/17/2008	510-6056-502.40-31	INVERTER PARTS PW-61	1,945.56			
					VENDOR TOTAL *	4,459.00			
0000582	ZENGERS INC								
1040648-01	008220	01	03/17/2008	110-6047-512.40-53	TOOL REPLACEMENT	4.30			
					VENDOR TOTAL *	4.30			
0007560	ZIELINSKI, ELAINE								
JAN-DEC 2007	008439	01	03/17/2008	110-0000-313.03-03	UTILITY TAX REBATE	8.36			
JAN-DEC 2007	008440	01	03/17/2008	110-0000-313.01-01	UTILITY TAX REBATE	9.05			
JAN-DEC 2007	008441	01	03/17/2008	110-0000-313.02-02	UTILITY TAX REBATE	8.35			
JAN-DEC 2007	008442	01	03/17/2008	110-0000-260.02-00	UTILITY TAX REBATE	4.50			
					VENDOR TOTAL *	30.26			
					HAND ISSUED TOTAL ***				100,720.81
					GRAND TOTAL	700,866.10			100,720.81
					TOTAL EXPENDITURES ****				801,586.91



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

Traven

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

February 19, 2008

TO: Mayor Marcucci and Members of the City Council

RE: **Bids, Installation of New Public Sidewalks on Belden Avenue**

In response to an invitation to bid on the Installation of New Public Sidewalks on Belden Avenue advertised in the Elmhurst Press on Friday, February 8, 2008, bids were received from fifteen (15) contractors.

Bids were opened at 10:00 a.m. on Tuesday, February 19, 2008, and following is a summary of the bids received:

<u>Contractor</u>	<u>Total Price</u>
Lorusso Cement Contractors, Inc. (West Chicago, IL)	\$154,805.00
A & R Cement, Inc. (Bartlett, IL)	\$157,030.00
G & M Cement Construction, Inc. (Addison, IL)	\$159,522.00
Kings Point General Cement, Inc. (Bensenville, IL)	\$162,453.00
Strada Construction Company (Algonquin, IL)	\$171,274.50
Schroeder & Schroeder, Inc. (Skokie, IL)	\$176,733.00
Big Time Construction, Inc. (Addison, IL)	\$177,313.20

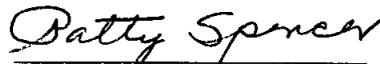
Page 2

TO: Mayor Marcucci and Members of the City Council

RE: **Bid, Installation of New Public Sidewalks on Belden Avenue**

<u>Contractor</u>	<u>Total Price</u>
Schroeder Asphalt Services, Inc. (Huntley, IL)	\$183,966.50
Globe Construction, Inc. (Addison, IL)	\$186,422.20
C-A Construction, Inc. (Bloomington, IL)	\$186,662.25
Cella Concrete, Inc. (Addison, IL)	\$205,615.50
Davis Concrete Construction (Alsip, IL)	\$216,704.50
Triggi Construction, Inc. (West Chicago, IL)	\$216,840.00
Landmark Contractors, Inc. (Huntley, IL)	\$238,250.20
Alliance Contractors, Inc. (Woodstock, IL)	\$250,586.70

Respectfully submitted,



Patty Spencer
Patty Spencer
City Clerk

Trosien



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

March 4, 2008

TO: Mayor Marcucci and Members of the City Council

RE: Bid: One (1) 2008 Ford F150 Super Cab 4 X 2 Pick-up Truck
One (1) 2008 Ford F150 Super Cab 4 X 4 Pick-up Truck

In response to an invitation to bid on the subject vehicles advertised in the Elmhurst Press on Friday, February 8, 2008, bids were received from three area dealers.

Bids were opened at 10:00 a.m. on Tuesday, March 4, 2008, and following is a summary of the bids received:

One (1) 2008 Ford F150 Super Cab 4 X 2 Pick-up Truck:

<u>Dealer</u>	<u>Total Price With Trade-In</u>
Packy Webb Ford (Downers Grove, IL)	\$15,285.00
Freeway Ford-Sterling Truck Sales (Lyons, IL)	\$16,645.00
Elmhurst Ford (Elmhurst, IL)	\$17,000.00

One (1) 2008 Ford F150 super Cab 4 X 4 Pick-up Truck:

Freeway Ford-Sterling Truck Sales (Lyons, IL)	\$12,644.00
Elmhurst Ford (Elmhurst, IL)	\$13,200.00
Packy Webb Ford (Downers Grove, IL)	\$14,920.00

Respectfully submitted,

Patty Spencer

Patty Spencer
City Clerk



CITY OF ELMHURST

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FAX (630) 530-3014
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TT

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

March 7, 2008

To: Mayor Marcucci and Members of the City Council

Re: Temporary Use and Event Permit Request – Blue Freedom Farm Markets - 2008

Mr. William Gillen/Blue Freedom Farm Markets has requested approval of a Temporary Use Permit to allow a seasonal garden center at the shopping center located at the corner of Route 83 and North Avenue (64). The duration of the temporary use will be from April 20, 2008 through July 15, 2008. Temporary uses of this type are addressed in Section 4.10, Temporary Uses and Events, of the Elmhurst Zoning Ordinance.

It is, therefore, the City Manager's intention, unless directed otherwise, in accordance with the provisions of Section 4.10 of the Elmhurst Zoning Code and the stipulations noted above, to approve a Temporary Use Permit to allow this use.

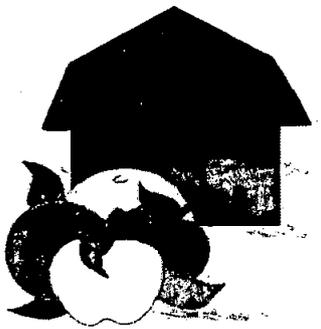
Respectfully submitted,

Thomas P. Borchert
City Manager

TPB/ds
Attachments

Copies To All
Elected Officials

03-13-08



Blue Freedom Farm Markets, Inc.

Corporate Headquarters: 1829 N. Locust St. Sterling, IL 61081

Toll Free (800) 626-7582 Fax (815) 626-5946

e-mail: blue@wmccinc.com www.bluefreedom.com

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

February 26, 2008

Dear Tom,

This letter is in regards to a possible garden center located at the corner of Rte 83 and 64. Blue Freedom Farm Markets, Inc. set up a garden center there last spring and would like to do the same this season.

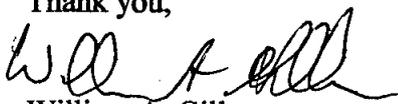
Blue Freedom is proposing to run a temporary Garden Center located at the Northeast Corner of the property located at Route 83 and 64. This garden center would be approximately 4800 square foot in size and would be run from approximately April 20, 2008 until approximately July 15, 2008. We have been given permission from Tom Shubalis to have our garden center there again this year. I am enclosing a copy of the signed lease from Tom Shubalis.

We normally set up a wood structure on pavement made of 2-4x4 posts bolted together with 2x6 joice's 2 feet off center. We also attach 2x4's to the outside of the structure to hang baskets on to get the full color that our beautiful hanging baskets have to offer. We also have a fence around our structure.

Blue Freedom has been in the garden center and farm market business since 1981 and has successfully run remote garden centers in the Geneva/St. Charles area and in Shorewood, IL for the past 10 years. We had a very positive response last year from the patrons in the Elmhurst area. We pride ourselves in giving our consumers the highest quality plants for a reasonable cost. We feature 1000's of hanging baskets, flats of annuals, perennials, flower pouches, deck planters, window boxes, and potted material. It is a wonderful way to beautify a corner!

Blue Freedom Farm Markets, Inc. Illinois tax ID is 1506-3607. I am attaching a copy of our ROT certificate. Blue Freedom Farm Markets, Inc. looks forward to another successful season in Elmhurst, IL. If you have any questions, please feel free to contact Bill Gillen on his cell phone at (815)342-1608 or Darcee on her cell at (815)622-8232. We would like to thank you for your time and consideration. We look forward to working with you.

Thank you,


William A. Gillen,
President

RECEIVED

MAR -5 2008

CITY OF ELMHURST



Certificate of registration

Please verify that all of the information on your certificate is correct. If you need to make any corrections you must contact us immediately. If all of the information is correct, display your certificate at the location printed on the certificate.



Illinois Department of Revenue

REG-2-A Certificate of Registration

IBT no. : 1506-3607
Loc. code: 022-0009 0 001

The person or business listed below is authorized to do business in Illinois. This certificate must be visibly displayed at the location listed below.

BLUE FREEDOM FARM MARKETS INC
681 W NORTH AVE
ELMHURST IL 60126-2132

DUPAGE COUNTY

Authorized tax:
Business Income Tax
Withholding Income Tax

License number:
Not applicable
Not applicable

The following tax responsibilities have an expiration date. We will contact you to renew your registration prior to the earliest expiration date.

Authorized tax:
Sales Tax

License number: Not applicable
Expiration: 05/31/2011



This Agreement, Made this 1st day of March, 2008,
Between Tom Shubalis landlord (s),
And Blue Freedom Farm Markets, Inc., 1829 N. Locust St., Sterling, IL 61081 tenant (s),

Witnesseth, That the said landlord (s) does hereby lease to the said tenant (s), the following
Described property, situated in the City of Elmhurst, County of
DuPage State of Illinois, to be used only as a
Garden Center/Farm Market viz: 681 W. North Ave, Elmhurst, Illinois

For the term of 60 Days beginning on the 25th day of April, 2008,
And ending on the 25th day of June, 2008.

And the tenant agrees to pay as rent for the said premises, the sum of \$ 2,200.00
Two Thousand Two Hundred and no/100 DOLLARS,
payable in advance on the 30th day of each month, in payments of
\$2,200 dollars each with the
first payment due on or before the 25th of April, 2008, and the second payment due
on or before the 25th of May, 2008.

1. Lessor consents to the placement of a temporary greenhouse and display structure being erected on the premises, so long as Lessee obtains the necessary approval from the City of Elmhurst to do so. said items will be erected on or after April 1st, 2008.
2. Lessee will maintain in place a Commercial General Liability Policy in an amount not less than \$1,000,000.00, providing _____ as an additional insured. A copy of the evidence of such insurance shall be provided to lessor prior to commencement of the lease term.
3. Lessee will make reasonable access to utilities and water at Lessors expense.
4. All structures and debris will be cleared from the property prior to the end of the lease.
5. This lease supercedes any and all prior oral agreements or written agreements between the parties.
6. Lessee will obtain all necessary vendor permits from the City of Elmhurst, Illinois.

And the tenant covenants with the landlord, that at the expiration of the term of this lease tenant will yield up the premises to the landlord without further notice in as good condition as when the same were entered upon by the tenant,

loss by ordinary wear excepted; and Blue Freedom Farm Markets, Inc. will pay all assessments that shall be levied upon said premises during said term for Water Tax or Water Charges.

And the said tenant shall permit the landlord to have free access to the premises hereby leased for the purpose of examining or exhibiting the same, or to make any needful repairs or alterations of such premises, which said landlord may see fit to make; also to allow to have placed upon said premises, at all times, notices of "For Sale" or "To Rent," and will not interfere with the same.

It is Further Agreed by the said tenant that neither tenant nor tenant's legal representatives will sublet said premises, or any part thereof, or assign this Lease, or make any alterations, amendments or additions to the buildings on said premises, without the written consent of the landlord had thereto, and that neither tenant nor tenant's legal representatives will use said premises for any purpose calculated to injure or deface the same, or to injure the reputation or credit of the premises or of the neighborhood.

It is Further Agreed that the tenant shall keep said premises in a clean and healthy condition, in accordance with the ordinances of the City, and the directions of the Board of Heath and Public Works, and all rules, regulations, ordinances, laws or statutes of any governmental body.

In the Event of a breach of this lease by tenant which results in the filing of suit by landlord for possession or money damages, then tenant shall be responsible for any and all attorney fees and court cost incurred by landlord in conjunction therewith.

And it is Further Expressly Agreed between the parties, that if default shall be made in the payment of the rent above reserved, or any part thereof, or in any of the covenants or agreements herein contained to be kept by the tenant or tenant's heirs, executors, administrators or assigns, it shall be lawful for landlord or landlord's legal representatives to re-enter into and upon said premises, or any part thereof, either with or without process of law, and re-possesses the same, and to distrain for any rent that may be due thereon, at the election of said landlord; and in order to enforce a forfeiture for non-payment of rent, it shall not be necessary to make a demand on the same day the rent shall become due, but a demand and refusal or failure to pay at any time on the same day, or at any time on any subsequent day, shall be sufficient; and after such default shall be made, the tenant, and all persons in possession under tenant shall be deemed guilty of forcible detainer of said premises under the statute.

In Witness Whereof, the parties have hereunto set their hands and seals, the day and year first above written.

The Diplomat West Banquets Blue Freedom Farm Markets, Inc. (SEAL)

By: Tom Shubalis By: William A. Gillen (SEAL)
Tom Shubalis William A. Gillen, President (SEAL)

3-3-08 (SEAL)



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

March 13, 2008

To: Mayor Marcucci and Members of the City Council

Re: Request for Push Cart

It is respectfully requested that the attached request from Michael Maino of Tasty Tropical Sno for a push cart be referred to the Public Affairs and Safety Committee for their review and recommendation per MCO-04-2004 (attached).

Respectfully submitted,

Thomas P. Borchert
City Manager

TPB/pd
Attachments

**Copies To All
Elected Officials**

03-13-08

tropical sno.



6100 Timber Ridge Ct.
Indian Head Park, IL 60525

Tel: 708 268 8696
Fax: 708 354 6070
Email: tropicalsno1@yahoo.com

Project Overview: Tropical Sno

History and Overview of Tropical Sno

Tropical Sno started in April of 1984 when the first location opened in Provo Utah. After seeing the success of the first location Tropical Sno immediately started to establish a system of distributors and dealers throughout the world.

By late 1984 a national network of distributors was being established. The decision to build a network of distributors rather than selling franchises was based on the philosophy that the shaved ice business needs to be simple and the funds usually paid up-front for franchise fees could be better put to use getting the sales campaign started in new areas

Along with the sudden success of the Tropical Sno flavors came a demand for shaved ice machines, various accessories, such as pour bottles, cups clothing, marketing materials etc. Today Tropical Sno is the exclusive distributor for the Swan brand Ice shaving machines. It works closely with several other suppliers to find the best products possible for all Tropical Sno dealers.

Over the years the company has owned and operated several company owned retail outlets. These outlets have been used for testing new products and to gain the necessary experience to assist and train new distributors and dealers. Today Tropical Sno is the world leader in the shaved ice industry. There are dealers located throughout the United States and in over thirty foreign countries around the world.

The ownership structure of our company is a general partnership between Michele Maino and Clifford Carlson. Both of us own and have 50% interest in the company. Our company will be representing and providing Tropical Sno products under the title of Tropical Sno distributors. As distributors, our legal business name is Tasty Tropical Sno. Our dealer agreement with the Pioneer Family Brands Inc., the owners of the Tropical Sno trademark, grant us full rights to use their name, product, trademark, etc. In return, we have agreed to purchase Tropical Sno flavors exclusively. Our business structure with the Pioneer family business is in a sense like a franchise because we can use their ideas, products, and marketing tools. The only difference is that we are our own independent company and thus do not have to pay any franchise fees nor royalties on our sales.

tropical sno.



Summary of Experience

After working in the food industry for over 5 years I have learned how to manage and run this type of business very well. I have worked for more than 5 different restaurants and understand that excellent customer service is the only way to achieve success. After working as a server for a few years at Antonino's Ristorante, the owner, Tony Genna, began to train me how to manage his restaurant. After developing a close relationship with Tony and mastering all ends of management, he gave me the responsibility of managing all aspects of his restaurant.

The following are some of my typical managerial duties:

- Overseeing the inventory. On a daily basis I would order the sufficient food, equipment, and supplies along with organizing them in an orderly fashion.
- Recruitment of new employees, training them, and monitoring their performance.
- Scheduling the work hours.
- Administrative duties: assisted in preparing the weekly payroll, paperwork to comply with tax laws, and helped maintain records to tracked supplies/equipment purchases and ensured that the accounts were paid in full.
- On a daily basis I tracked of all the cash and charge receipts and then balanced them with the record of sales at the end of the day.
- Depositing the daily receipts and cash at the bank.

There are 4 different location types in our system. They are semi-permanent, permanent, mobile, and co-branded. It is important that the location type satisfies the needs and wants of the environment selected to run a business.

- **Semi-permanent location:** This is the most common type of location with the Tropical Sno Company. It is typically a portable building that is placed in a retail outlet, shopping mall, etc. The semi-permanent locations are usually open between three and six months of the year and are moved off site during the winter season.
- **Permanent Location:** This type of location is common in warmer climates where Tropical Sno can be sold from eight to twelve months of the year. This type of location can be a small roadside building or a leased space inside a shopping mall.
- **Mobile Location:** Mobile Dealers use Tropical Sno trailers or carts to concentrate primarily on special events, fairs, and festivals. This type of location is very flexible and can be easily moved for nighttime storage. These locations are also seen very popular on beach fronts and family entertainment centers.
- **Co-Branded Location:** The essence of co-branding is combining Tropical Sno with an existing successful business, like an ice cream shop, sandwich shop, pizza shop, or other retail establishment.

tropical sno



- The location type that we plan to open is a mobile location in the downtown business district. We find this type of location the most appropriate and suitable for conducting business for the few summer months of business.

Business Plan and Concept

Our business plan and concept is very simple: Give the customer a great product in a fun atmosphere, with exceptional service at a reasonable price. Our vision for the Tropical Sno cart is to be located downtown where there is heavy foot traffic. As you probably already know, a hotdog stand already exists in Elmhurst, serving customers during the summer months. We think the hotdog stand is great idea because it attracts people to downtown and adds to the atmosphere. One of our goals is to give this generation the experience of enjoying the simplest things in life, like in the good old days. Shaved ice, which was once an affordable and common summer joy, is now impossible to find for miles. We plan to enhance the business district by offering refreshing snow cones during the hot summery months. We plan to be located anywhere you find most suitable on York road, preferably near the downtown fountain. We would like a location anywhere between the tracks and Starbucks. We are confident that our business plan will be successful and add life to Elmhurst downtown.

It's important to understand that the product that we are offering is known as Hawaiian shaved ice, which is different than the average snow cone. Unlike an ordinary snow cone, which is made up of ice chips with flavored syrup at the bottom of a cup, shaved ice is light, fluffy snow that absorbs flavor, creating a delicious product that literally melts in your mouth with a burst of flavor. Tropical Sno is the exclusive distributor of the Swan Ice Shaver Machines, the best shavers in the market. The Swan Ice Shavers literally makes snow. The way it works is by inserting a block of ice into the machine, which shaves the ice so finely that the flavor is absorbed into the snow. We recommend that you refer to our brochure for visuals of the product and the machines we will be using.

Our menu of flavors is very large. All of the flavors we use are a syrup base and are made from the highest quality products. You will find a complete list of our Tropical Sno flavors in the application packet that has been submitted. Our Hawaiian shaved ice will be served in Styrofoam cups that will be decorated with the company's logo. A spoon and napkin will be provided as well. Our product fits great for the business district because customers can eat while window shopping and getting fresh air.

We are offering our Hawaiian shaved ice at a very reasonable price. We feel places like Coldstone Creamery, Starbucks, etc. charge customers too much and make it difficult for kids to afford. We want to solve this issue by offering a refreshing dessert that everyone can afford and enjoy. Our snow cones will be served in two different sized cups: 12 and 16 ounce cups priced at

tropical sno.



\$1.50 and \$2 respectively. We are aiming for volume selling, and are confident to achieve this because our stand will be very attractive to kids and families.

**AN ORDINANCE AMENDING CHAPTER 31 OF THE
ELMHURST MUNICIPAL CODE IN CONNECTION
WITH THE LICENSING OF PUSH CART FOOD VENDORS**

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 Section 31.20 (Fee Schedule) of the Elmhurst Municipal Code is amended by deleting the language “(not including mobile food units)” from Section a of Article XI, replacing same as follows: “(not including mobile food units nor pushcart food vendors)”, by redesignating Section c of Article XI as Section d, and by adding a new Section c as follows:

- c. Pushcart Food Vendors \$500.00 per year or portion thereof

SECTION 2. That Section 31.130 of the Elmhurst Municipal Code is amended by adding the term “Pushcart Food Vendors” in the first sentence of Subsection (c) immediately following the words “Mobile Food Units” by redesignating Subsections (d), (e) and (f) as Subsections (g), (h) and (i), respectively, and by adding new Subsections (d),(e) and (f), as follows:

- (d) “Food Pushcart” means any non-motorized wheeled vehicle that may be moved by one person and which is used for displaying, keeping or storing food with the exception that persons with disabilities may use a motorized system to propel the cart solely for the purpose of moving such cart to and from the Identified Vending Location.
- (e) “Pushcart Food Vendor” means any person who sells or serves food on any public way from a Pushcart.
- (f) “Renewal Period” means that period commencing November 1st and ending at the end of business hours on November 20th of the current license year during which Pushcart Food Vendor licenses may be renewed.

SECTION 3. That Section 31.132 of the Elmhurst Municipal Code is amended by designating the existing language thereof as Subsection (a) and by adding new Subsections (b), (c), and (d) as follows:

- (b) An application for a Pushcart Food Vendor license shall include a business plan. Such business plan shall state if the business is a corporation, partnership or sole proprietorship, the Identified Vending Location(s) sought, the hours during which business shall be conducted, the knowledge and experience of the applicant in operating a business such as

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04-15-04

or similar to that proposed, the provisions to be made for transporting and storing the Pushcart and food items, a photograph and the dimensions of the type of Pushcart to be used, accompanied by a statement signed by the applicant that s/he will operate the Pushcart Food Vendor business in accordance with such plan and application.

- (c) Licensed Pushcart Food Vendors who wish to retain the Identified Vending Location assigned to them for the immediately preceding license year shall file their application with the City Clerk during the Renewal Period. Applicants filing completed applications received during such period shall be assigned the same Identified Vending Location as was assigned the previous license year, irrespective of the order in which they are received.
- (d) Applications filed:
 - (i) by persons not currently licensed as a Pushcart Food Vendor; or
 - (ii) applications for one or more Identified Vending Locations not assigned in the current license year; or
 - (iii) for renewal of a Pushcart Food Vendor License not filed during the Renewal Period

shall be accepted by the Office of the City Clerk only on and after December 1st and licenses shall be issued and Identified Vending Locations shall be assigned on a first come, first served basis, provided that in the event no license is available, the application shall be considered a request that this Ordinance be amended to increase the number of authorized licenses and shall be referred to the Public Affairs and Safety Committee for consideration.

- (e) A Pushcart Food Vendor license and license fee shall be required for each Identified Vending Location sought. If two or more such Vending Locations are sought simultaneously by the same applicant, only one business plan need be submitted.

SECTION 4. That Chapter 31 of the Elmhurst Municipal Code is amended by redesignating Sections 31.134 through 31.136 as Sections 31.135 through 31.137, and by adding a new Section 31.134, as follows:

31.134 Pushcart Food Vendors

(a) **Pushcart Requirements.** All Pushcarts and all Pushcart Food Vendors shall meet the following requirements:

1. The Pushcart frame must not exceed three feet (3') wide by five feet (5') long by five feet (5') high, provided that Pushcarts may be equipped with an umbrella, in which case, the umbrella height may not exceed eight feet (8') above grade and must be capable of being pushed by one (1) person. The Pushcart must have a minimum of two (2) functional rubber tired wheels with a braking mechanism.
2. The Pushcart shall at all times when in operation comply with all requirements and standards of the DuPage County Health Department.
3. The Pushcart shall not have attached to it any bell, siren, light, balloon or other inflatable device, horn, loudspeaker or any similar device to attract the attention of possible customers, nor shall the Pushcart Food Vendor use any such device to attract attention.
4. The Pushcart shall be set up only in the Identified Vending Location area designated by the City and as indicated on the license and shall not impede, endanger or interfere with pedestrian or vehicular traffic. A minimum of four feet (4') of passage for pedestrians shall be maintained at all times.
5. The Pushcart shall not be stored, parked or left overnight on any street or sidewalk or in any parking space or other property owned or controlled by the City.
6. No item related to the operation of the Pushcart shall be placed on the street, sidewalk, public place or anywhere other than in or on the cart other than a cooler and chair or stool provided however, that the Pushcart, cooler, chair or stool and the Pushcart Food Vendor shall all be located within the limits of the Identified Vending Location.
7. The Pushcart Food Vendor shall keep the immediate area around the Pushcart clean of garbage, trash, paper, cups, cans or litter associated with the Pushcart operation. The Pushcart Food Vendor shall be responsible for the proper disposal of waste and trash associated with his operation. A Pushcart Food Vendor shall not locate a container for the collection of waste and trash on the

streets, sidewalks or public places nor use City trash receptacles, or other City waste disposal containers for the disposal of waste and trash associated with the Pushcart operation.

8. There shall be prominently displayed on the Pushcart at all times when in operation (i) a Certificate of Insurance coverage meeting the requirements set forth in Section 31.134(b); (ii) the Pushcart Food Vendor's license issued by the City; and (iii) an Illinois Department of Revenue Registration Certificate. The permit issued by the DuPage County Health Department shall be displayed as required by regulations of the County Health Department.
 9. The Pushcart shall be attended by the operator at all times except in case of an emergency.
 10. Pushcart Food Vendors shall operate only between the hours of 6:00 a.m. and 10:00 p.m.
 11. No Pushcart Food Vendor shall sell or dispense any food item or service to any motor vehicle or any operator or passenger thereof, nor to any person standing in a street or roadway.
 12. Pushcart Food Vendors shall comply with the Illinois Retailer's Occupation Tax Act and the Elmhurst Municipal Retailer's Occupation Tax Ordinance, as applicable.
 13. No items of any kind, other than approved food and beverage items shall be sold or displayed from a Pushcart. "Approved Food and Beverage Items" shall mean those items authorized to be sold or dispensed from a Pushcart or similar contrivance under the regulations of the DuPage County Health Department relating to Mobile Food Units.
 14. In the event of a conflict between the requirements of this Section and the requirements of the regulations of the DuPage County Health Department, the stricter requirement shall control.
- (b) Insurance Required; Indemnification. Pushcart Food Vendors shall at all times carry Comprehensive General Liability and Products and Completed Operations insurance coverage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. Such insurance shall be issued by a company authorized to do business in Illinois, and shall include endorsements (i) naming the City, its agents, officials and employees as additional insureds; and (ii) providing that the

Policy of Insurance shall not be cancelled or materially modified unless thirty (30) days prior written notice is given to the City. Submittal of appropriate evidence of such insurance coverage to the City Clerk shall be a condition of issuance of a Pushcart Food Vendor's license and such insurance coverage shall remain in effect for the duration of the Pushcart Food Vendor's license. The term of such insurance shall coincide with the term of the Pushcart Food Vendor License.

Each Pushcart Food Vendor as a condition to issuance of a license, shall execute an agreement under which such Vendor indemnifies and holds the City, its agents, officials and employees harmless from and against any and all claims, damages and actions at law or in equity arising out of or resulting from the licensed activity.

(c) Classification of Licenses. Pushcart Food Vendor licenses under this section are hereby divided into classes, as follows:

(i) Class CBD Licenses, which shall authorize Pushcart food vending in that portion of the City located within the C4 Central Business Zoning District, as such district is shown on the official Zoning District Map of Elmhurst, as amended from time to time;

(ii) Class C1 Licenses, which shall authorize Pushcart food vending in that portion of the City located within the C1 Local Shopping Zoning District, as such district is shown on the official Zoning District Map of Elmhurst, as amended from time to time.

(d) Limitation of Number of Licenses. The number of licenses in each classification as defined in Section 31.134(c) of the Elmhurst Municipal Code shall be limited so that the numbers of licenses in effect at any time shall not exceed the following:

Class CBD Licenses, not to exceed 2

Class C1 Licenses, not to exceed 1

(e) Identified Vending Locations.

1. The following locations are hereby designated as Identified Vending Locations:

For Class CBD Licenses:

- (i) Schiller Passage East, located at the intersection of York Street and that pedestrian walkway known as Schiller Passage;
- (ii) The southeast corner of Addison Avenue and Second Street.

For Class C1 Licenses:

- (i) the sidewalk on the east side of Spring Road at its intersection with the Illinois Prairie Path.
2. No sale or dispensing of food or beverage items shall be made or conducted other than at the location designated on the Pushcart Food Vendor's license.
 3. Discontinuation of operation or relocation during certain activities. The vending business activities conducted by a holder of a Pushcart Food Vendor license shall be discontinued or relocated as set forth in this subparagraph during the following activities, at the direction of the City Manager:
 - (i) During construction or maintenance necessitating the use of the location occupied by the Vendor, the vending business activities shall be relocated to another Identified Vending Location, if another such location is available and if not, then such business activities shall be discontinued for the duration of construction or maintenance.
 - (ii) During special events authorized or approved by the City Council, the vending business activities shall be discontinued, provided however, that on those days and during those times automobile exhibition events are held in that geographic area described in Section 31.130(f) of the Elmhurst Municipal Code, no Pushcart Food Vendor shall sell or dispense food except in compliance with Section 31.136 of the Elmhurst Municipal Code.
 4. The specific location and dimensions of Identified Vending Locations shall be as designated by the City Manager. No Identified Vending Location shall have dimensions greater than six feet (6') by eight feet (8').

5. No Pushcart Food Vendor shall deface, discolor, mar, mark, damage or destroy the public right-of-way. All stains from cooking, wheels, spillage or any other cause shall be removed within two (2) days.
6. No Pushcart Food Vendor shall use any electric extension cords or generators in connection with the Pushcart food vending operations.
7. Assignment of an Identified Vending Location to a Pushcart Food Vendor shall not confer any rights in or to the real property which is the site of the Vending Location.

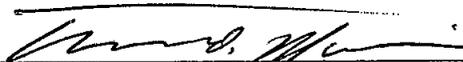
(f) Penalty. Any person violating this section shall be subject to prosecution and fines as set forth in Section 1.06 of the Elmhurst Municipal Code.

SECTION 4. That Section 31.136(a) of the Elmhurst Municipal Code is amended by deleting the third sentence thereof in its entirety, replacing same as follows: The Special Food Dealers license shall be required in addition to all other licenses, provided however, that the holder of a Pushcart Food Vendor license shall be exempt from paying the fee otherwise required for a Special Food Dealers license.

SECTION 5. That 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 from and after passage and publication according to law.

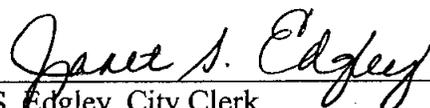
Approved this 19th day of April, 2004.



 Thomas D. Marcucci, Mayor

Passed this 19th day of April, 2004.

Ayes: 14 Nays: 0



 Janet S. Edgley, City Clerk

H:\Christen\Elmhurst\Ordinances\amending chap31.mobile food vendors. final. 3.23.04

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance – Pushcart Food Vendors

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Attached for Council consideration is an ordinance that would establish license requirements for pushcart vendors. Requirements include an annual license fee of \$500.00 and a limitation on the number of licenses. Those licenses would be limited to two (2) in the Central Business District, the authorized locations being York Street at the east end of Schiller Passage and Second and Addison and one in the Spring Road Business District, the authorized location being on Spring Road at the Prairie Path. A summary of the ordinance is attached for council review.

Draft Pushcart Food Vendor License Ordinance

Executive Summary

- Section 1. This section establishes an annual license fee of \$500.00. There would be no proration of the fee if a license is obtained for less than a full year.
- Section 2. This section establishes definitions of a food pushcart (a non-motorized wheeled vehicle used for the sale of food), pushcart food vendor (a person who sells food on the public way from a pushcart) and renewal period (the period November 1st through November 20th during which owner of a current pushcart food vendor license may renew their license for the following year and be assured that they would be assigned the same vending location).
- Section 3. This section adds various requirements for a pushcart food vendor license application including the submittal of a business plan, provides for the renewal of a license for the same assigned identified vending location currently held by that vendor, provides for the time period during which applications will be accepted for pushcart food vendors who are not currently licensed and provides that a pushcart food vendor license fee would be required for each identified vending location assigned.
- Section 4. This section establishes requirements for the pushcart itself, as follows:
1. Establishes maximum dimensions for the pushcart and requires that the cart be equipped with a brake;
 2. Requires that the pushcart food vendor operation at all times comply with the requirements of the DuPage County Health Department;
 3. Prohibits any bell, siren, light balloon, horn or other attention getting device on pushcarts;
 4. Restricts the conducting of business by a mobile food vendor to the identified vending location assigned by the City and provides for a minimum of 4 ft. passage for pedestrians at all times;
 5. Prohibits the storage or parking of the pushcart on any property owned or controlled by the City;
 6. Limits the items that may be placed in an identified vending location to the pushcart itself, a cooler and a chair;
 7. Requires the pushcart food vendor to keep the area around the identified vending location free of garbage, trash, etc. and requires the vendor to be

responsible for the proper disposal of waste and trash associated with its operation;

8. Provides for the display of a Certificate of Insurance, an Illinois Department of Revenue registration certificate and the County Health Department permit;
9. Requires that the pushcart be attended by the vendor at all times;
10. Limits hours for pushcart food vendors to the period between 6:00 a.m. and 10:00 p.m.;
11. Prohibits the selling or delivering of food to a person in any motor vehicle or a person standing in a street;
12. Requires compliance with the State and City's sales taxes as a condition of the license;
13. Limits the sale or display of food and beverage items to those approved by the DuPage County Health Department;
14. Provides that should the Ordinance conflict with the regulations of the DuPage County Health Department, the stricter requirement is to control.

This section further requires that pushcart food vendors carry comprehensive general liability insurance coverage naming the City as an additional insured and provides that the vendor is to hold the City harmless from claims arising out of the licensed activity.

Subsection (c) classifies the licenses as those who are vendors within the Central Business District and those within the C-1 Local Shopping District (the Spring Road Business Area).

Subsection (d) limits the number of licenses to two (2) in the CBD and one (1) in the Spring Road Business Area.

Subsection (e)1 sets forth the identified vending locations for the two (2) classes of licenses, those being at the intersection of York Street and Schiller Passage and the southeast corner of Addison Avenue and Second Street in the CBD and on the sidewalk on the east side of Spring Road at the Illinois Prairie Path.

Subsection (e)2 prohibits the sale or delivery of food or beverages other than at the identified vending location.

Subsection (e)3 provides that the pushcart food vendor business activities shall be

discontinued temporarily during construction or maintenance that requires the use of the identified vending location and provides for relocation to another location if one is available; further prohibits the vending business to operate during special events authorized or approved by the City, such as Elmfest but does permit the vendor to operate during Cool Cars provided they are located in the Schiller Passage walkway.

Subsection (e)4. The specific location and dimensions of identified vending locations are to be designated by the City Manager but in no event shall such area exceed 6 by 8 feet.

The remaining subsections prohibit the defacing, discoloring or other damage of the public right-of-way; requires the removal of stains caused by the vending operation, prohibits the use of electric extension chords or generators in connection with the vending operation and provides that assignment to an identified vending location confers no real property rights to that site.

Subsection (f) establishes a penalty for violations under the general penalty section of the City Code which calls for a fine of up to \$1,000 for each violation.

Section 4. This section provides that during Cool Cars events a pushcart food vendor license must obtain a special food dealer license as currently required by City code but is not required to pay the \$200 fee otherwise required for such license.



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THOMAS P. BORCHERT
CITY MANAGER

March 10, 2008

TO: Mayor Marcucci and Members of the City Council

RE: **Allied Waste (BFI) Contract Rate Adjustment**

The Public Works and Buildings Committee met on Monday, March 10, 2008 to discuss the Allied Waste (BFI) contract and the annual rate adjustment for the monthly service charges.

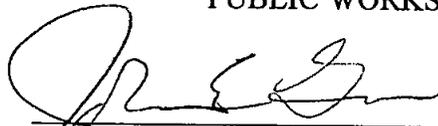
In accordance with the contract between the City and Allied Waste, the rate for services must be reviewed on an annual basis. The contract contains provisions for increases to the rates charged by Allied Waste on an annual basis and rates charged by the City to recover additional solid waste related expenses.

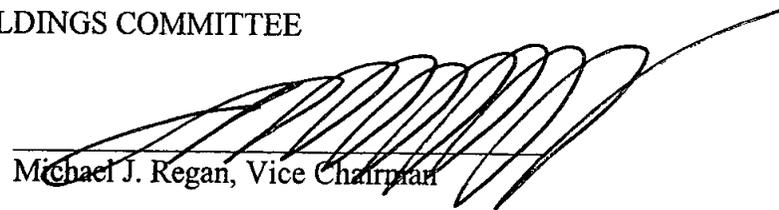
These increases will be incorporated into the monthly rates the City charges residents for service. The rate for a 33-gallon garbage receptacle will go from \$12.13 to \$12.44 per month. And the rate for the 96-gallon toter will go from \$16.98 to \$17.98 per month. The amount charged for refuse stickers will increase from \$1.75 to \$2.00 and yardwaste stickers will increase from \$2.00 to \$2.25.

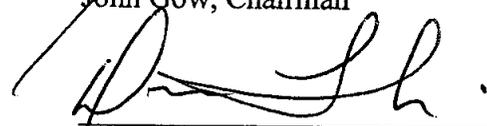
It is, therefore, the recommendation of the Public Works and Buildings Committee that the monthly rates charged for solid waste removal and the prices paid for yardwaste stickers and refuse stickers be adjusted as outlined above effective April 1, 2008.

Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE


John Gow, Chairman


Michael J. Regan, Vice Chairman


Donna Lomnicki


Pat Shea

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3-13-08

Alfred Waste (BFI) Rates

	33 Gallon	Toter	Refuse Sticker	Yardwaste Sticker
2000	\$ 9.07	\$ 12.00	\$ 1.00	\$ 1.30
2001	\$ 9.34	\$ 12.36	\$ 1.03	\$ 1.33
2002	\$ 9.39	\$ 12.43	\$ 1.04	\$ 1.34
2003	\$ 9.74	\$ 12.90	\$ 1.08	\$ 1.36
2004	\$ 10.05	\$ 13.32	\$ 1.11	\$ 1.37
2005	\$ 10.65	\$ 14.62	\$ 1.28	\$ 1.55
2006	\$ 11.10	\$ 15.24	\$ 1.35	\$ 1.64
2007	\$ 11.57	\$ 15.89	\$ 1.45	\$ 1.74
2008	\$ 12.18	\$ 16.72	\$ 1.53	\$ 1.83

City Billing Rates

	33 Gallon	Toter	Refuse Sticker	Yardwaste Sticker
	\$ 9.07	\$ 12.00	\$ 1.25	\$ 1.30
	\$ 9.34	\$ 12.36	\$ 1.25	\$ 1.50
	\$ 9.81	\$ 12.98	\$ 1.25	\$ 1.50
	\$ 10.30	\$ 13.63	\$ 1.25	\$ 1.50
	\$ 10.69	\$ 14.14	\$ 1.25	\$ 1.50
	\$ 11.01	\$ 15.41	\$ 1.65	\$ 1.75
	\$ 11.66	\$ 16.33	\$ 1.65	\$ 1.75
	\$ 12.13	\$ 16.98	\$ 1.75	\$ 2.00
	\$ 12.44	\$ 17.98	\$ 2.00	\$ 2.25

2.5% 5.9%

City Administration Rates

	33 Gallon	Toter	Refuse Sticker	Yardwaste Sticker
	\$ -	\$ -	\$ 0.25	\$ -
	\$ -	\$ -	\$ 0.22	\$ 0.17
	\$ 0.42	\$ 0.55	\$ 0.21	\$ 0.16
	\$ 0.56	\$ 0.73	\$ 0.17	\$ 0.14
	\$ 0.64	\$ 0.82	\$ 0.14	\$ 0.13
	\$ 0.36	\$ 0.79	\$ 0.37	\$ 0.20
	\$ 0.56	\$ 1.09	\$ 0.30	\$ 0.11
	\$ 0.56	\$ 1.09	\$ 0.30	\$ 0.26
	\$ 0.26	\$ 1.26	\$ 0.47	\$ 0.42

Rubbish Services	Est. 07/08 Quantities	Est. 08/09 Quantities
33 Gallon	8,500	8,350
Toter	4,750	4,900
Annual Refuse Sticker Sales	105,000	105,000
Annual Yardwaste Sticker Sales	120,000	120,000

Estimated City Revenues to Cover Expenditures

Rubbish Services	2007	2008
33 Gallon	57,120	25,862
Toter	62,130	74,195
Refuse Sticker Sales	31,500	49,350
Yardwaste Sticker Sales	31,200	50,400
	181,950	199,807

Expenses to be Recovered

Leaf Pickup	Est. 07/08 \$ 99,090	Proj. 08/09 \$ 113,954
Supplies	\$ 14,830	\$ 15,300
Educ. Material	\$ 2,000	\$ 2,000
IT Services	\$ 66,150	\$ 70,030
	\$ 182,070	\$ 201,284

2007 Current Estimated Annual Cost

	33 Gallon	Toter
Monthly Service Charge	\$ 12.13	\$ 16.98
Months/Year	12	12
Annual Service Charge	\$ 145.56	\$ 203.76
Refuse Sticker Fee	\$ 1.75	\$ 1.75
Average Annual Number Used	12	0
Annual Refuse Sticker Fees	\$21.00	\$0.00
Annual Estimated Refuse Cost	\$166.56	\$203.76

2008 Proposed Estimated Annual Cost

	33 Gallon	Toter
Monthly Service Charge	\$ 12.44	\$ 17.98
Months/Year	12	12
Annual Service Charge	\$ 149.26	\$ 215.78
Refuse Sticker Fee	\$ 1.75	\$ 1.75
Average Annual Number Used	12	0
Annual Refuse Sticker Fees	\$21.00	\$0.00
Annual Estimated Refuse Cost	\$170.26	\$215.78

Yard Waste Sticker Fee	\$ 2.00	\$ 2.00
Average Annual Number Used	9	9
Annual Yard Waste Sticker Fees	\$18.00	\$18.00
Annual Est. Solid Waste Cost	\$184.56	\$221.76

Yard Waste Sticker Fee	\$ 2.00	\$ 2.00
Average Annual Number Used	9	9
Annual Yard Waste Sticker Fee	\$18.00	\$18.00
Annual Est. Solid Waste Cost	\$188.26	\$233.78



CITY OF ELMHURST

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CITY MANAGER

March 10, 2008

TO: Mayor Marcucci and Members of the City Council

RE: Bid, One (1) 2008 Ford F150 4X2 Pick-Up and One (1) 2008 Ford F150 4X4 Pick-Up.

The Public Affairs and Safety Committee met on Monday, March 10, 2008 to discuss bids received for One (1) Ford F150 4X2 Pick-Up, and One (1) Ford F150 4X4 Pick-Up.

Invitations to Bid were sent out to (7) Seven-area dealers for One (1) Ford F150 Pick-Up 4X2 and One (1) Ford F150 Pick-Up 4X4. The results are listed below:

<u>Dealer</u>	<u>Total Price with Trade</u>	
	PD-18	PD-20
Packy Webb Ford, Downers Grove, IL	\$15,285.00*	\$14,920.00
Freeway Ford, Lyons, IL	\$16,645.00	\$12,644.00*
Elmhurst Ford, Elmhurst, IL	\$17,000.00	\$13,200.00
Terry's Ford, Peotone, IL	No bid received	
Currie Motors, Frankfort, IL	No bid received	
Northwest Ford, Franklin Park, IL	No bid received	
Sutton Ford, Matteson, IL	No bid received	
Terry's Ford, Peotone, IL	No bid received	

Bids were received from Packy Webb Ford, Downers Grove, IL, Freeway Ford, Lyons, IL, Elmhurst Ford, Elmhurst, IL. The low bid from Packy Webb Ford, Downers Grove, IL for PD18 meets all bid specifications, and the option price of \$5,190.00 for the aluminum cap insert was declined. The price reflects a trade-in allowance of \$5,500.00 for PD18. The low bid from Freeway Ford, Lyons, IL for PD20 meets all bid specifications. The price reflects a trade-in allowance of \$11,650.00 for PD-20. The replacement units for PD18 and PD20 are under budget. Both units will be used in the Police Department. No bids were received from Currie Motors, Frankfort, IL, Northwest Ford, Franklin Park, IL, Sutton Ford, Matteson, IL, and Terry's Ford, Peotone, IL See Attached.

Vehicle	Low Bid Amount	Account Number	Budget Amount
PD18	\$15,285.00	110-5030-421-80.06.	\$20,000.00
PD20	\$12,644.00	110-5030-421-80.06.	\$25,000.00

As approved previously, since the bid is under budget, a purchase requisition will be prepared.

Funds have been provided in the FY 2007/2008 budget under the following account number: \$202,000.00 in 110-5030-421-80.06. Delivery is 120 Days after receipt of order.

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3-13-08

Elected Officials
3-13-08

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Council approve the purchase of one (1) 2008 Ford F150 4X2 Pick-Up from Packy Webb Ford, Downers Grove, IL to replace PD18 and One (1) Ford F150 4X4 Pick-Up from Freeway Ford, Lyons, IL. To replace PD20. It is also the recommendation of the Public Affairs and Safety Committee that the City Council authorize the disposal of old PD18 and PD20 by trading these vehicles as part of the purchase. The total cost of One (1) 2008 Ford F150 4X2 Pick-Up and One (1) 2008 Ford F150 4X4 Pick-Up less the trade-in is \$27,929.00.

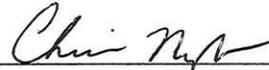
Respectfully submitted,



Mark A. Mulliner, Chairman



Michael Bram, Vice Chairman



Chris Nybo

**PUBLIC AFFAIRS &
SAFETY COMMITTEE**

Mayor TPB HJS
Kopp Nussauer Spencer
3-06-08



CITY OF ELMHURST

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March 10, 2008

To: Mayor Marcucci and members of the City Council

Re: York & Vallette Business Association's 2008 Farmer's Market

The Public Affairs and Safety Committee met on March 10, 2008 to discuss the request from the York & Vallette Business Association regarding the 2008 Farmers Market. Jason Janes was available to answer the committee's questions.

The Elmhurst Municipal parking lot near York and Vallette will be used as in the past. The market will commence on June 4th and run until October 15th on every Wednesday from 7:00am to 1:00pm. The Committee was satisfied with the traffic patterns of the parking lot that were provided at last year's event and planned again for this year.

The Elmhurst Chamber of Commerce will provide necessary event insurance and will make the policy available to the City Attorney prior to the event.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Council approve the York and Vallette Business Association's 2008 Farmer's Market starting June 4th through October 15th on every Wednesday from 7:00am to 1:00pm.

Respectfully submitted,
Public Affairs and Safety Committee

Mark A. Mulliner, Chairman

Michael Bram, Vice Chairman

Chris Nybo



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March 11, 2008

TO: Mayor Marcucci and Members of the City Council

RE: Review of "Blade" (Projecting) Signs

The Development, Planning and Zoning Committee met several times beginning in August 2007 to review this topic, originally referred to the DPZ Committee by City Council based on a May 2007 request from Alderman Gow. The Committee reviewed regulations from other communities as compiled by Staff, as well as information from business representatives in the community. As well, the Committee reviewed current sign regulations and possible new regulations that could be created to address blade "projecting" signs in the community. Such signs are typically defined as signs that project out perpendicularly from a building over a sidewalk. These signs are currently prohibited by the Elmhurst Zoning Ordinance.

The Committee's review of blade signs consisted of discussion regarding many different aspects such as:

- Area (blade sign area would count toward current overall sign area allowance) and number (1/business) maximums;
- Height (both minimum clearance from sidewalk and maximum height above grade);
- Minimum separation (between blade signs on adjacent buildings);
- Applicable zoning districts (C-1, C-2, C-4 and C-4A);
- Maximum projection out from building (which can also be controlled through dimension restrictions);
- Illumination (external only);
- Sign material restrictions (wood or metal only); and
- Provisions for sign maintenance.

The Committee discussed various reasons "for" and "against" blade signs, and concluded that with proper regulations in concert with the points noted above, such signs would be a welcome addition to the pedestrian-oriented shopping areas in the community, specifically the Central Business District, York & Vallette area, and the Spring Road shopping district. The details for blade sign regulations would need to be prepared by City staff and reviewed by the Zoning & Planning Commission as part of a text amendment application. Once Commission review is completed, the application would return to the DPZ for its review prior to final action by the City Council.

It is, therefore, the recommendation of the Development, Planning and Zoning Committee that the City Council authorize a text amendment application to establish regulations for blade signs in the Zoning Ordinance.

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Elected Officials

3-13-08

Respectfully submitted,
DEVELOPMENT PLANNING AND ZONING COMMITTEE

Susan J. Rose / *jsr*

Susan J. Rose, Chairman

Norman Leader / *nl*

Norman Leader, Vice-Chairman

Diane Gutenkauf / *dg*

Diane Gutenkauf, Alderman 1st Ward



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February 25, 2008

TO: Mayor Marcucci, Members of the City Council

RE: **Fire Station 2 Construction Manager**

The Public Works and Buildings Committee met on February 25, 2008 to discuss the Request for Qualifications process followed by City staff to develop a recommendation for Construction Manager for the City's Fire Station 2 Project.

In construction management, a qualified construction manager, ensures that the various stages of the construction process are completed in a timely and seamless manner and oversees the actual construction process. This involves the entire procedure beginning with building design, construction permitting, receipt and evaluation of bids, construction oversight and management through construction and final walk-through of the finished project.

In January of 2008, the City Council approved the completed Fire Station 2 Facility Study, along with cost estimates, and supported construction of an entirely new building as the most appropriate option. At that time, the City Council also approved entering into an agreement with FGM Architects for design and contract administration. FGM Architects was selected through a "Qualifications Based Selection" (QBS) process. FGM was selected as the most qualified firm for this process.

Using the Qualifications Based Selection process for professional services, the City of Elmhurst requested qualification documents from five construction managers: James McHugh Construction Co., MIC Construction, R. C. Wegman Construction Co., Sigalos & Associates and Shales McNutt Construction. This process meets the City's primary concern of getting the best available Construction Manager services for taxpayer's money and to conduct a fair and equitable selection process.

The Selection Committee (Mike Kopp, Fire Chief; Jeff Bacidore, Deputy Chief; Bruce Dubiel, Building Commissioner and Pat Morley, Public Works Operations Manager) received and evaluated all qualification submittals in areas such as firm history and resource capability, functionality with local geography and facilities, ability to relate to project requirements, and related experience. Based on the Selection Committee evaluations, the Selection Committee established a short list of firms (3) to be interviewed: James McHugh Construction Co., R. C. Wegman Construction, and Sigalos & Associates.

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2-28-08
3-13-08

Mayor Marcucci, Members of the City Council
Fire Station 2 Project

The three short-listed firms were invited to interview with the Selection Committee. The interview allowed for evaluation of the personal styles of each firm's management and key personnel, and their capability within the pre-identified criteria.

The QBS process states it is imperative that there be direct interaction between the owner and the construction management professionals for the development of a project that truly meets the owner's needs. All firms were sent the evaluation criteria prior to interviews. The QBS process also requires that the selection process does not ask for firm fees, but should be selected on qualifications only.

Upon completion of the interviews, the Selection Committee selected James McHugh Construction Co. as the most qualified Construction Manager for the Elmhurst Fire Station 2 project. McHugh Construction's superior reputation with cost control and scheduling, as witnessed with all Elmhurst Park District and School District Projects, as well as their vast knowledge and experience with foundation systems in known bad soil conditions and their dedication to safety systems and practices brought them to the forefront of the three impressive short-listed firms.

The City chose to use a unified method of RFQ wherein a separate sealed envelope for fee proposal was to be provided. The City solicited statements of qualifications and performance data at the same time as it requested proposals. The Selection Committee opened the fee proposal of the selected Construction Manager (CM) and returned the remaining proposals, unopened, to the firms that submitted them.

Reference checks were completed with all highly recommending James McHugh Construction Co. James McHugh Construction Co. is proposing a fixed fee of 4.1% of construction costs plus \$318,368 for general conditions based on project duration of ten (10) months. General conditions include: operations manager, superintendent, detailing and prints, project manager, safety engineer, office and sheds, office supplies and telephone, temporary water and sanitation, barricades and protection, safety equipment, pickup truck rental, small tools, gas, oil, fuel, daily job clean-up and debris removal, testing laboratories, project signs and fire protection pre-construction. As of October 2007, the anticipated construction costs are projected to be between \$3,957,314 and \$4,551,892. Therefore, the McHugh proposal of 4.1% plus general conditions equates to a total fee range of \$480,618 and \$504,996.

The proposed fee is part of the October, 2007 projected costs as presented in the Fire Station 2 Facility Study. By using a Construction Manager, there is no longer a need for a General Contractor. The Construction Manager not only manages the construction of the fire station, but is also involved in the design phase of the project, allowing their construction expertise to keep the project within budget and on schedule.

In relation to the McHugh fee, FGM architects stated that in their experience, the standard fee for Construction Manager for a fire station is around 6% plus general conditions. Also in the

Mayor Marcucci, Members of the City Council
Fire Station 2 Project

interview process one of the not chosen construction managers inappropriately identified his fee as approximately \$660,000 based on construction costs of \$4.3 million. Also in checking McHugh references, it was determined that the 4.1% fee was the same fee the Elmhurst Park District has paid McHugh for their projects over the past five years, without an increase.

Funding for this project has been planned for in the 5-year capital budget (110-4020-422-80-23). There was \$200,000 approved in the FY2006/07 Budget for Architectural & Engineering Services, \$2,500,000 in FY2007/08 for design and construction, and \$1 million in FY2008/09 for construction. Because construction will not begin in 2007/08 and upon completion of the facility study with more accurate cost estimates, it has been proposed that construction costs be placed in the 2008/09 capital budget in the amount of \$5,260,000.

Though the Construction Manager process is new to City of Elmhurst projects, it has become the process of choice for most municipalities doing these types of projects. The benefits of this process as compared to a general contractor process are many, but most importantly in the Construction Manager process, they are on board throughout the design, as well as construction process which can greatly affect cost control and project scheduling.

It is, therefore, the recommendation of the Public Works and Buildings Committee, that the City Council approve the proposal from James McHugh Construction Co. for Construction Management services for the Fire Station 2 Project for the fee described above of \$318,368 for general conditions, plus 4.1% of final construction costs.

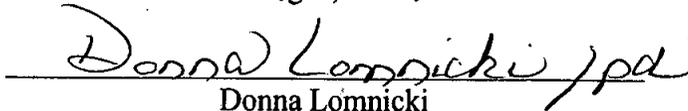
Respectfully submitted,
PUBLIC WORKS AND BUILDING COMMITTEE



John Gow, Chairman



Michael J. Regan, Vice Chairman



Donna Lomnicki

Pat Shea

**DRAFT AIA Document A131™CMc - 2003
and AGC Document 566**

**Standard Form of Agreement Between Owner and Construction
Manager**

where the Construction Manager is also the Constructor, and
where the Basis of Payment is the Cost of the Work plus a
Fee and there is no Guarantee of Cost.

AGREEMENT

made as of the 11th day of February in the year of Two Thousand and Eight
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name and address)

City of Elmhurst
209 North York Street
Elmhurst, IL 60126-2759

and the Construction Manager:
(Name and address)

James McHugh Construction Co.
1757 S Michigan Avenue
Chicago, IL 60616

The Project is:
(Name, address and brief description)

Elmhurst Train Station No
105 South Street
Elmhurst, IL 60126

The Architect is:
(Name and address)

RCM Architects
211 W 2nd Street Suite 705
Oak Brook, IL 60052

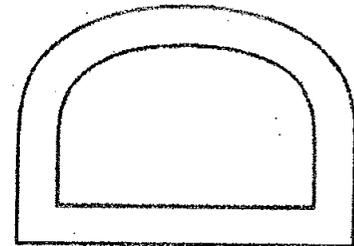
The Owner and Construction Manager agree as set forth below.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An ~~Additions and Deletions~~ Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The 1997 Edition of AIA Document A201, General Conditions of the Contract for Construction, is referred to herein. This Agreement requires modification if other general conditions are utilized.



**PUBLIC AFFAIRS &
SAFETY COMMITTEE**

*MADON TPB HJS
Kopp Newbauer
Spencer 2-27-08*

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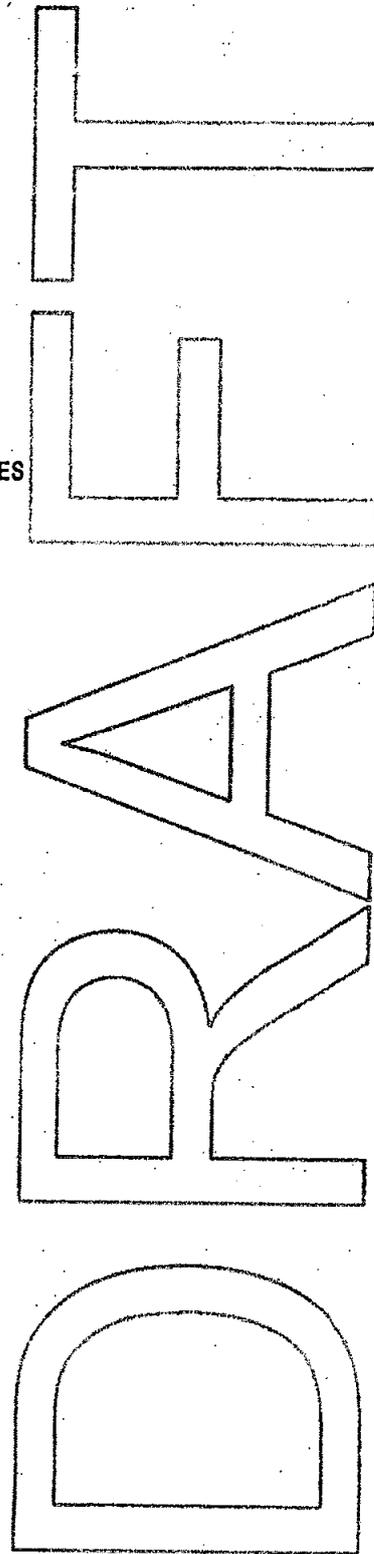
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 RELATIONSHIP OF PARTIES

The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement, and covenants with the Owner to furnish the Construction Manager's reasonable skill and judgment and to cooperate with the Architect in furthering the interests of the Owner. The Construction Manager shall furnish construction administration and management services and use the Construction Manager's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Architect, Construction Manager and other persons or entities employed by the Owner for the Project.

§ 1.1.1 The Construction Manager has been engaged to provide professional construction management services because of its character, expertise, experience and qualifications in dealing with projects of similar scope. The Construction Manager shall exercise skill and care consistent with the expertise, experience and qualifications of construction management professionals necessary for the successful performance in a timely manner of this project.

§ 1.2 GENERAL CONDITIONS

For the Construction Phase, the General Conditions of the Contract shall be the AIA® Document A201™-1997, *General Conditions of the Contract for Construction*, which is incorporated herein by reference and which shall apply except as specifically noted in this Agreement. For the Preconstruction Phase, including Preconstruction Phase activities that proceed concurrently with the Construction Phase, A201™-1997 shall not apply except as specifically provided in this Agreement. If anything in A201™-1997 is inconsistent with or is modified by this Agreement, this Agreement shall govern. Modifications of A201™-1997 by this Agreement shall not apply to Subcontractors except as provided in Section 2.5 of this Agreement. The term "Contractor" as used in A201™-1997 shall mean the Construction Manager. All references in this Agreement to the A201-1997 shall be deemed to refer to the revised A201-1997 attached hereto as further modified by the Supplementary Condition, also attached hereto.

§ 1.3 CONTRACT SUM, CONTRACT TIME AND CHANGES IN THE WORK

The Contract Sum is the total Cost of the Work as described in Article 6, plus the Construction Manager's Fee as set forth in Article 5. The Contract Time is the duration from the date of commencement of the Construction Phase until the date of Substantial Completion. Changes in the Work shall be governed by Section 5.2 of this Agreement and not by Article 7 of A201™-1997. If, however, the Contract Time has been established in accordance with Section 2.2.4.5 of this Agreement, adjustments to the Contract Time shall be made in accordance with Article 7 of A201™-1997.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager shall perform the services described in this Article. The services to be provided under Sections 2.1 and 2.2 constitute the Preconstruction Phase services. If the Owner and Construction Manager agree, after consultation with the Architect, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases will proceed concurrently.

§ 2.1 PRECONSTRUCTION PHASE

§ 2.1.1 PRELIMINARY EVALUATION

The Construction Manager shall provide a preliminary evaluation of the Owner's program, Project budget and schedule requirements each in terms of the other.

§ 2.1.2 CONSULTATION

The Construction Manager with the Architect shall jointly schedule and attend regular meetings with the Owner and Architect. The Construction Manager shall consult with the Owner and Architect regarding site use and improvements and the selection of materials, building systems and equipment. The Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets and possible economies.

§ 2.1.3 PRELIMINARY PROJECT SCHEDULE

When Project requirements described in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare, and periodically update, a preliminary Project schedule for the Architect's review and the Owner's approval. The Construction Manager shall obtain the Architect's approval of the portion of the preliminary Project schedule relating to the performance of the Architect's services. The Construction Manager shall coordinate and integrate the preliminary Project schedule with the services and activities of the Owner, Architect and Construction Manager. As design proceeds, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of the Control Estimate, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements showing portions of the Project having occupancy priority and estimated date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Architect.

§ 2.1.4 PHASED CONSTRUCTION

The Construction Manager shall make recommendations to the Owner and Architect regarding the phased issuance of Drawings and Specifications to facilitate phased construction of the Work, if such phased construction is appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities.

§ 2.1.5 PRELIMINARY COST ESTIMATES

§ 2.1.5.1 When the Owner has sufficiently identified the Project requirements and the Architect has prepared other basic design criteria, the Construction Manager shall prepare, for the review of the Architect and approval of the Owner, a preliminary cost estimate utilizing area, volume or similar conceptual estimating techniques.

§ 2.1.5.2 When Schematic Design Documents have been prepared by the Architect and approved by the Owner, the Construction Manager shall prepare, for the review of the Architect and approval of the Owner, a more detailed estimate with supporting data. During the preparation of the Design Development Documents, the Construction Manager and Owner of a final budget for the Project (the "Final Budget"). The Final Budget shall be designated as such and will be signed by Owner and Construction Manager. During the preparation of the Design Development Documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect and Construction Manager. In the event of any changes in the scope of work which result in increased costs, Construction Manager will submit a revised budget to be reasonable and appropriate. Any such increases in the Final Budget amount shall be committed to writing by the Owner.

§ 2.1.5.3 When Design Development Documents have been prepared by the Architect and approved by the Owner, the Construction Manager shall prepare a detailed estimate with supporting data for review by the Architect and approval by the Owner. During the preparation of the Construction Documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect and Construction Manager.

§ 2.1.5.4 If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect.

§ 2.1.6 SUBCONTRACTORS AND SUPPLIERS

The Construction Manager shall seek to develop subcontractor interest in the Project and shall furnish to the Owner and Architect for their information a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Architect will promptly reply in writing to the Construction Manager if the Architect or Owner know of any objection to such subcontractor or supplier. The receipt of such list shall not require the Owner or Architect to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the right of the Owner or Architect later to object to or reject any proposed subcontractor or supplier.

§ 2.1.7 LONG-LEAD-TIME ITEMS

The Construction Manager shall recommend to the Owner and Architect a schedule for procurement of long-lead-time items that will constitute part of the Work as required to meet the Project schedule. If such long-lead-time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager and in conformity with applicable bidding requirements. Upon the Owner's approval of the Control

Estimate, all contracts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall expedite the delivery of long-lead-time items.

§ 2.1.8 EXTENT OF RESPONSIBILITY

The Construction Manager agrees to exercise reasonable skill and judgment in the preparation of schedules and estimates, but does not warrant or guarantee any schedules or estimates or line items within such estimates, even though approved by the Owner, including the Control Estimate and the estimated date of Substantial Completion, except as otherwise provided under Section 2.2.4.5. The recommendations and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and the Owner's professional consultants. It is not the Construction Manager's responsibility to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Construction Manager recognizes that portions of the Drawings and Specifications are at variance, the Construction Manager shall promptly notify the Architect and Owner in writing.

§ 2.1.9 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

The Construction Manager shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs.

§ 2.2 CONTROL ESTIMATE AND CONTRACT TIME

§ 2.2.1 In accordance with the preliminary Project schedule established in Section 2.1.3, the Construction Manager shall prepare and submit to the Owner in writing a Control Estimate using current information to update the most recently prepared Preliminary Estimate. The Control Estimate shall be the sum of the then-estimated Cost of the Work and the Construction Manager's Fee, and is the estimate against which actual costs will be measured.

§ 2.2.2 The Construction Manager shall develop and implement a detailed system of cost control that will provide the Owner with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner in writing at mutually agreeable intervals.

§ 2.2.3 As the Drawings and Specifications may not be finished at the time the Control Estimate is prepared, the Construction Manager shall provide in the Control Estimate for further development of the Drawings and Specifications by the Architect that is consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment.

§ 2.2.4 The Control Estimate shall include:

- .1 A list of the Drawings and Specifications, including all addenda thereto and the Conditions of the Contract.
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Control Estimate to supplement the information contained in the Drawings and Specifications.
- .3 A statement of the estimated Cost of the Work organized by trade categories or systems, and the Construction Manager's fee.
- .4 A statement of the actual or estimated date of commencement of the Construction Phase and the estimated date of Substantial Completion, with a schedule of the construction documents issuance dates upon which the estimated date of Substantial Completion is based.
- .5 The duration from the stated date of commencement of the Construction Phase to the estimated date of Substantial Completion shall become the Contract Time and be subject to the provisions of Article 8 of A201™-1997.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Control Estimate. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Control Estimate, provided that the Owner shall not be required under this paragraph to make any independent evaluation of the Control Estimate, nor shall the Owner be held responsible for any inaccuracies or inconsistencies that the Owner fails to discover or report. When the Control Estimate is acceptable to the Owner, the Owner shall approve it in writing.

§ 2.2.6 Upon the Owner's approval of the Control Estimate, the Contract Documents shall consist of (1) this Agreement, (2) A201™-1997 and other documents referred to in this Agreement, (3) the documents enumerated in Section 2.2.4 with the adjustments described in Section 2.2.5 and (4) Modifications issued subsequent to the Owner's approval of the Control Estimate. If anything in the other Contract Documents is inconsistent with this Agreement, this Agreement shall govern.

§ 2.2.7 The Owner shall authorize and cause the Architect to revise the Drawings and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications on which the Control Estimate is based. Such revised Drawings and Specifications shall be furnished to the Construction Manager in accordance with schedules agreed to by the Owner, Architect and Construction Manager. The Construction Manager shall promptly notify the Architect and Owner if such revised Drawings and Specifications are inconsistent with the agreed-upon assumptions and clarifications.

§ 2.3 CONSTRUCTION PHASE

§ 2.3.1 GENERAL

§ 2.3.1.1 The Construction Phase shall commence on the earlier of:

- .1 the Owner's approval of the Control Estimate and issuance of a Notice to Proceed; or
- .2 the Owner's first authorization to the Construction Manager to award a subcontract, or to issue a purchase order for materials or equipment required for the Work.

§ 2.3.1.2 For purposes of Section 8.1.2 of A201™-1997, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.3 Prior to the Owner's approval of the Construction Manager's Control Estimate and issuance of a Notice to Proceed, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the Owner may specifically authorize in writing.

§ 2.3.2 ADMINISTRATION

§ 2.3.2.1 The Work will be performed under subcontracts or other appropriate contracts with the Construction Manager. Any contracts that, if entered into directly with the Owner, would otherwise be subject to the bidding requirements set forth in Section _____, shall be let in accordance with the following requirements:

.1 The Construction Manager shall obtain bids and prepare contracts for construction, shall arrange for and supervise all necessary Prebid meetings, and shall assist the Owner in the publication of notices for bidding.

.2 The Construction Manager shall investigate the responsibility of apparent low bidders and shall advise the Owner of the results of such investigation. Alternatively, the Construction Manager may establish a prequalification procedure under which it shall (i) collect from potential bidders the information necessary to make an initial determination as to the responsibility of such bidders, and (ii) advise the Owner in advance of the bid of any contractor the Construction Manager believes not to be a responsible bidder and of the reasons for such determination. The Owner shall exclude from the bid any contractor it determines to be not responsible.

.3 After receiving bids, the Owner shall determine, with the advice of the Construction Manager and subject to the reasonable objection of the Architect, which bids shall ultimately be accepted in accordance with 105 ILCS 5/10-20 21.

.4 The Construction Manager may, on behalf of the Owner, negotiate with the apparent low bidder on any contract for a reduction in price in accordance with _____.

.5 The Construction Manager shall not perform any portion of the Work with its own forces. The Construction Manager shall also disclose to the Owner the existence of any pecuniary relationship or interest the Construction Manager has in or with any bidder.

.6 Except for Construction Manager's willful misconduct or gross negligence, the Owner shall indemnify and defend the Construction Manager from any and all claims, damages, and suits regarding bidding brought or

asserted by any party, including without limitation, any claim that a party was wrongfully excluded from bidding or that the bid was improperly awarded.

§ 2.3.2.2 Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Sections 7.1.8 and 7.1.9 and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.

§ 2.3.2.3 The Construction Manager shall schedule and conduct meetings at which the Owner, Architect, Construction Manager and appropriate Subcontractors can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.

§ 2.3.2.4 Promptly after the Owner's approval of the Control Estimate, the Construction Manager shall prepare a schedule in accordance with Section 3.10 of A201™-1997, including the Owner's occupancy requirements.

§ 2.3.2.5 The Construction Manager shall provide monthly written reports to the Owner and Architect on the progress of the entire Work. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Architect.

§ 2.4 PROFESSIONAL SERVICES

Section 3.12.10 of A201™-1997 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 HAZARDOUS MATERIALS

Section 10.3 of A201™-1997 shall apply to both the Preconstruction and Construction Phases.

§ 2.6 The Construction Manager, to the best of its information, knowledge and belief, hereby represents and warrants to the Owner the Following:

.1 that Construction Manager is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the services required and perform its obligations hereunder;

.2 that Construction Manager is able to perform all of its obligations hereunder and has sufficient experience and competence to do so;

.3 that Construction Manager is authorized to do business in Illinois and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and services required hereunder and the Project itself;

.4 that Construction Manager's execution of this Agreement and the performance thereof are within its duly authorized powers; and

.5 that Construction Manager's duly authorized representative has visited the Project site, familiarized itself with the local conditions under which the services required hereunder are to be performed and correlated its observations with all of the requirements of the Contract Documents.

§ 2.7 For a period of one year after the Date of Substantial Completion, the Construction Manager shall act on behalf of the Owner to:

.1 Coordinate and expedite the resolution of construction-related problems,

.2 Coordinate and expedite the repair/replacement of items covered under guarantees/warranties,

.3 Conduct an 11th month follow-up review of the complete facility to verify satisfactory performance of materials and systems.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 INFORMATION AND SERVICES

§ 3.1.1 The Owner shall provide full information in a timely manner regarding the requirements of the Project, including a program which sets forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements, provided that nothing in this paragraph shall require the Owner to independently perform architectural services or services required of the Construction Manager under paragraph 2.1.8 hereof or otherwise hereunder.

§ 3.1.2

§ 3.1.3 The Owner shall establish and update an overall budget for the Project, based on consultation with the Construction Manager and Architect, which shall include contingencies for changes in the Work and other costs that are the responsibility of the Owner.

§ 3.1.4 STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS AND REPORTS

In the Preconstruction Phase, the Owner shall furnish the following with reasonable promptness and at the Owner's expense:

- .1 Reports, surveys, drawings and tests concerning the conditions of the site which are required by law.
- .2 Surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a project benchmark.
- .3 The services of a geotechnical engineer when such services are reasonably required by the scope of the project and are requested by the Construction Manager. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.
- .4 Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials and other laboratory and environmental tests, inspections and reports which are required by law.
- .5 The services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Construction Manager. Except to the extent that the Construction Manager knows or any reasonably should know of any inaccuracy, the Construction Manager shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings and tests described in Sections 3.1.4.1 through 3.1.4.5, but shall exercise customary precautions relating to the safe performance of the Work.

§ 3.2 OWNER'S DESIGNATED REPRESENTATIVE

The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. This representative shall have the authority to make decisions on behalf of the Owner concerning estimates and schedules, construction budgets and changes in the Work, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Notwithstanding the foregoing, such representative shall not be required to take any action which, in his or her reasonable judgment, is beyond the lawfully delegated authority of the Owner's Board of Education, or which requires the Owner's action pursuant to 720 ILCS 5/33E-9. Except as otherwise provided in Section 4.2.1 of A201™-1997, the Architect does not have such authority.

§ 3.3 ARCHITECT

The Owner shall retain an Architect to provide Basic Services, including normal structural, mechanical and electrical engineering services, other than cost estimating services, described in the edition of AIA® Document B151™-1997, *Abbreviated Standard Form of Agreement Between Owner and Architect* current as of the date of this Agreement. The Owner shall authorize and cause the Architect to provide those Additional Services described in B151™-1997 requested by the Construction Manager which must necessarily be provided by the Architect for the Preconstruction and Construction Phases of the Work. Such services shall be provided in accordance with time schedules agreed to by the Owner, Architect and Construction Manager. Upon request of the Construction Manager, the Owner shall furnish to the Construction Manager a copy of the Owner's Agreement with the Architect, from which compensation provisions may be deleted.

§ 3.4 LEGAL REQUIREMENTS

The Owner shall determine and advise the Architect and Construction Manager of any special legal requirements relating specifically to the Project which differ from those generally applicable to construction in the jurisdiction of the Project. If the Construction Manager is aware of any such special legal requirements, it shall inform the Owner of them. The Owner shall furnish such legal services as are necessary to provide the information and services required under Section 3.1.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

The Owner shall compensate and make payments to the Construction Manager for Preconstruction Phase services as follows:

§ 4.1 COMPENSATION

§ 4.1.1 For the services described in Sections 2.1 and 2.2, the Construction Manager's compensation shall be calculated as follows:

[Redacted text]
The actual wages paid to salaried personnel who perform such services, times a direct labor multiplier of 1.85 (the "DLM") as compensation for the items set forth in Section 6.1.2.1.
[Redacted text]
The actual wages paid to union personnel who perform such services, times a direct labor multiplier of 1.85 (the "DLM") as compensation for the items set forth in Section 6.1.2.1.

(State basis of compensation, whether a stipulated sum, multiple of Direct Personnel Expense, actual cost, etc. Include a statement of reimbursable cost items as applicable.)

§ 4.1.2 Compensation for Preconstruction Phase Services shall be equitably adjusted if such services extend beyond one (1) year from the date of this Agreement or if the originally contemplated scope of services is significantly modified.

§ 4.1.3 If compensation is based on a multiple of Direct Personnel Expense, Direct Personnel Expense is defined as the direct salaries of the Construction Manager's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

§ 4.2 PAYMENTS

§ 4.2.1 Payments shall be made monthly following presentation of the Construction Manager's invoice and, where applicable, shall be in proportion to services performed. Construction Manager shall submit invoices on the 25th day of each month for work projected to be complete by the end of that month.

§ 4.2.2 Payments are due and payable thirty (30) days from the date the Construction Manager's invoice is received by the Owner. Amounts unpaid after the date on which payment is due shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon.)

[Redacted text]

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

The Owner shall compensate the Construction Manager for Construction Phase services as follows:

§ 5.1 COMPENSATION

§ 5.1.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager in current funds the Contract Sum consisting of the Cost of the Work as defined in Article 6 and the Construction Manager's Fee determined as follows:

The Construction Manager's Fee shall be equal to four point one percent (4.1%) of the Cost of the Work.

(State a lump sum, percentage of actual Cost of the Work or other provision for determining the Construction Manager's Fee, and explain how the Construction Manager's Fee is to be adjusted for changes in the Work or other reasons.)

§ 5.2 CHANGES IN THE WORK

§ 5.2.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Architect may make minor changes in the Work as provided in Section 7.4 of A201™-1997.

§ 5.2.2 Increased costs for the items set forth in Article 6 which result from changes in the Work shall become part of the Cost of the Work, and the Construction Manager's Fee shall be adjusted if provided in Section 5.1.

§ 5.2.3 If the Construction Manager receives any drawings, specifications, interpretations or instructions from the Owner or Architect which are inconsistent with the Contract Documents, or encounters unanticipated conditions, any of which will result in a significant change in the cost, scope or estimated date of Substantial Completion in comparison with the Control Estimate, the Construction Manager shall promptly notify the Owner and Architect in writing and shall not proceed with the affected Work until further written instructions are received from the Owner and Architect.

§ 5.2.4 If no specific provision is made in Section 5.1.1 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such that, in the aggregate, application of the adjustment provisions of Section 5.1.1 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the basis of the Fee established for the original Work.

§ 5.2.5 Notwithstanding the foregoing, no change order with a cost in excess of \$ _____ shall be made except in compliance with the requirements set forth in _____.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 COSTS TO BE REIMBURSED

§ 6.1.1 The term "Cost of the Work" shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work including, without limitation, repairs and replacements made by Construction Manager pursuant to any Warranty where the responsible subcontractor or supplier has failed to make such repair or replacement. Such costs shall be at rates not higher than those customarily paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 6.

§ 6.1.2 LABOR COSTS

- 1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's agreement, at off-site workshops.
- 2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's agreement.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal office or offices other than the site office shall be included in the Cost of the Work, such personnel shall be identified below.)

Classification

Name

- | Classification | Name |
|---|------------|
| .3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work. | [REDACTED] |
| .4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work under Sections 6.1.2.1 through 6.1.2.3. All of the foregoing shall be included in the DLM (as defined in Section 4.1.1). the base wages of personnel who perform service on the Project shall be multiplied by the DLM to determine the total reimbursement for such personnel. | [REDACTED] |

§ 6.1.3 SUBCONTRACT COSTS

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.1.4 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

- .1 Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.
- .2 Costs of materials described in the preceding Section 6.1.4.1 in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager; amounts realized, if any, from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.1.5 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS

- .1 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager. Cost for items previously used by the Construction Manager shall mean fair market-value.
- .2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, and dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the Owner's prior approval.
- .3 Costs of removal of debris from the site.
- .4 Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone at the site and reasonable petty cash expenses of the site office.
- .5 That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.1.6 MISCELLANEOUS COSTS

1. That portion directly attributable to this Contract of premiums for insurance and bonds. *(If charges for self-insurance are to be included, specify the basis of reimbursement.)*

2. Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.
3. Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.
4. Fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work other than that for which payment is permitted by Section 6.1.8.2.
5. Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent; provided, however, that such costs of legal defenses, judgment and settlements shall not be included in the calculation of the Construction Manager's Fee and provided that such royalties, fees and costs are not excluded by the last sentence of Section 3.17.1 of A201™-1997 or other provisions of the Contract Documents.
6. Data processing costs related to the Work.
7. Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.
8. With the Owner's prior written permission, legal, mediation and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work.
9. Expenses incurred in accordance with Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.

§ 6.1.7 OTHER COSTS

1. Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.

§ 6.1.8 EMERGENCIES AND REPAIRS TO DAMAGED OR NONCONFORMING WORK

The Cost of the Work shall also include costs described in Section 6.1.1 which are incurred by the Construction Manager:

1. In taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property as provided in Section 10.6 of A201™-1997.
2. In repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence or failure to fulfill a specific responsibility to the Owner set forth in this agreement of the Construction Manager or the Construction Manager's foremen, engineers or superintendents, or other supervisory, administrative or managerial personnel of the Construction Manager, or the failure of the Construction Manager's personnel to supervise adequately the Work of the Subcontractors or suppliers, and only to the extent that the cost of repair or correction is not recoverable by the Construction Manager from insurance, Subcontractors or suppliers.

§ 6.1.9 The costs described in Sections 6.1.1 through 6.1.8 shall be included in the Cost of the Work, notwithstanding any provision of A201™-1997 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.2.

§ 6.2 COSTS NOT TO BE REIMBURSED

§ 6.2.1 The Cost of the Work shall not include:

- 1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Sections 6.1.2.1 through 6.1.2.3.
- 2 Expenses of the Construction Manager's principal office and offices other than the site office, except as specifically provided in Section 6.1.
- 3 Overhead and general expenses, except as may be expressly included in Section 6.1.
- 4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.
- 5 Rental costs of machinery and equipment, except as specifically provided in Section 6.1.5.2.
- 6 Costs due to the negligence of the Construction Manager or to the failure of the Construction Manager to fulfill a specific responsibility to the Owner set forth in this Agreement.
- 7 Costs incurred in the performance of Preconstruction Phase Services.
- 8 Except as provided in Section 6.1.7.1, any cost not specifically and expressly described in Section 6.1.

§ 6.3 DISCOUNTS, REBATES AND REFUNDS

§ 6.3.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured.

§ 6.3.2 Amounts which accrue to the Owner in accordance with the provisions of Section 6.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.4 ACCOUNTING RECORDS

§ 6.4.1 The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 CONSTRUCTION PHASE PAYMENTS

§ 7.1 PROGRESS PAYMENTS

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents. The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 7.1.3 Provided an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment to the Construction Manager not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment.

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed (1) progress payments already received by the Construction Manager; less (2) that portion of those payments attributable to the Construction Manager's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Applications for Payment shall show the Cost of the Work actually incurred by the Construction Manager through the end of the period covered by the Application for Payment and for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment.

§ 7.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take the Cost of the Work as described in Section 7.1.5.
- .2 Add the Construction Manager's Fee, less retainage of ten (10%) until the Project is fifty percent (50%) complete with no further retainage held thereafter. The Construction Manager's Fee shall be computed upon the Cost of the Work described in the preceding Section 7.1.6.1 at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in the preceding Section bears to a reasonable estimate of the probable Cost of the Work upon its completion.
- .3 Subtract the aggregate of previous payments made by the Owner.
- .4 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 or to substantiate prior Applications for Payment or resulting from errors subsequently discovered by the Owner's accountants in such documentation.
- .5 Subtract amounts, if any, for which the Architect has withheld or withdrawn a Certificate for Payment as provided in the Contract Documents.

§ 7.1.7 Additional retainage, if any, shall be as follows:

§ 7.1.8 Except with the Owner's prior approval, payments to Subcontractors included in the Construction Manager's Applications for Payment shall not exceed an amount for each Subcontractor calculated as follows:

- .1 Take that portion of the Subcontract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Subcontractor's Work by the share of the total Subcontract Sum allocated to that portion in the Subcontractor's schedule of values, less retainage of (10%) until the Project is fifty percent (50%) complete with no further retainage held thereafter. Pending final determination of amounts to be paid to the Subcontractor for changes in the Work, amounts not in dispute may be included as provided in Section 7.3.8 of A201™-1997 even though the Subcontract Sum has not yet been adjusted by Change Order.
- .2 Add that portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing, less retainage of (10%) until the Project is fifty percent (50%) complete with no further retainage held thereafter.
- .3 Subtract the aggregate of previous payments made by the Construction Manager to the Subcontractor.

- 4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment by the Owner to the Construction Manager for reasons that are the fault of the Subcontractor.
- 5 Add, upon Substantial Completion of the entire Work of the Construction Manager, a sum sufficient to increase the total payments to the Subcontractor to [REDACTED] (100%) of the Subcontract Sum, less amounts, if any, for incomplete Work and unsettled claims; and, if final completion of the entire Work is thereafter materially delayed through no fault of the Subcontractor, add any additional amounts payable on account of Work of the Subcontractor in accordance with Section 9.10.3 of A201™-1997.

(If it is intended, prior to Substantial Completion of the entire Work of the Construction Manager, to reduce or limit the retainage from Subcontractors resulting from the percentages inserted in Sections 7.1.8.1 and 7.1.8.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

The Subcontract Sum is the total amount stipulated in the subcontract to be paid by the Construction Manager to the Subcontractor for the Subcontractor's performance of the subcontract.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data, that the Architect has made exhaustive or continuous on-site inspections or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants acting in the sole interest of the Owner.

§ 7.2 FINAL PAYMENT

§ 7.2.1 Final payment shall be made by the Owner to the Construction Manager when (1) the Contract has been fully performed by the Construction Manager, except for the Construction Manager's responsibility to correct nonconforming Work, as provided in Section 12.2.2 of A201™-1997, and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Construction Manager and reviewed by the Owner's accountants; and (3) a final Certificate for Payment has then been issued by the Architect. Such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 7.2.2 The amount of the final payment shall be calculated as follows:

- 1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee.
- 2 Subtract amounts, if any, for which the Architect withholds, in whole or in part, a final Certificate for Payment as provided in Section 9.5.1 of A201™-1997 or other provisions of the Contract Documents.
- 3 Subtract the aggregate of previous payments made by the Owner.

If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner.

§ 7.2.3 The Owner's accountants will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's accountants report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's accountants, either issue to the Owner a final Certificate for

Payment with a copy to the Construction Manager or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of A201™-1997. The time periods stated in this Section 7.2 supersede those stated in Section 9.4.1 of A201™-1997.

§ 7.2.4 If the Owner's accountants report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to proceed in accordance with Article 9 without a further decision of the Architect. Unless agreed to otherwise, a demand for mediation or arbitration of the disputed amount shall be made by the Construction Manager within 60 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment, provided that, the Owner shall have no obligation to participate in such arbitration or mediation, in which case the matter may be litigated. Failure to make such demand within this 60-day period shall result in the substantiated amount reported by the Owner's accountants becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.5 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1 and not excluded by Section 6.2 (1) to correct nonconforming Work or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment.

ARTICLE 8 INSURANCE AND BONDS

§ 8.1 INSURANCE REQUIRED OF THE CONSTRUCTION MANAGER

During both phases of the Project, the Construction Manager shall purchase and maintain insurance as set forth in Section 11.1 of A201™-1997.

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 DISPUTE RESOLUTION

§ 9.1.1 During both the Preconstruction and Construction Phases, Claims, disputes or other matters in question between the parties to this Agreement shall be resolved as provided in Sections 4.3 through 4.6 of A201™-1997.

§ 9.2 OTHER PROVISIONS

§ 9.2.1 Unless otherwise noted, the terms used in this Agreement shall have the same meaning as those in the 1997 edition of A201™-1997.

§ 9.2.2 EXTENT OF CONTRACT

This Contract, which includes this Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager. If anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

§ 9.2.3 OWNERSHIP AND USE OF DOCUMENTS

§ 9.3.4 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§ 9.3.5 ASSIGNMENT

The Owner and Construction Manager respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 TERMINATION PRIOR TO THE OWNER'S APPROVAL OF THE CONTROL ESTIMATE

§ 10.1.1 Prior to the Owner's approval of the Control Estimate, the Owner may terminate this Contract at any time without cause, and the Construction Manager may terminate this Contract for any of the reasons described in Section 14.1.1 of A201™-1997. The provisions of Article 14 of A201™-1997 do not otherwise apply to this Section 10.1.

§ 10.1.2 If the Owner or Construction Manager terminates this Contract pursuant to this Section 10.1 prior to commencement of the Construction Phase, the Construction Manager shall be equitably compensated for Preconstruction Phase Services performed prior to receipt of notice of termination; provided, however, that the compensation for such services shall not exceed the compensation set forth in Section 4.1.1.

§ 10.1.3 If the Owner or Construction Manager terminates this Contract pursuant to this Section 10.1 after commencement of the Construction Phase and prior to the Owner's approval of the Control Estimate, the Construction Manager shall, in addition to the compensation provided in Section 10.1.2, be paid an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager.
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion.
- .3 Subtract the aggregate of previous payments made by the Owner on account of the Construction Phase.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

Subcontracts, purchase orders and rental agreements entered into by the Construction Manager with the Owner's written approval prior to the Owner's approval of the Control Estimate shall contain provisions permitting assignment to the Owner as described above. If the Owner accepts such assignment, the Owner shall reimburse or indemnify the Construction Manager with respect to all costs arising under the subcontract, purchase order or rental agreement, except those which would not have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner elects not to accept the assignment of any subcontract, purchase order or rental agreement which would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager shall terminate such subcontract, purchase order or rental agreement and the Owner shall pay the Construction Manager the costs necessarily incurred by the Construction Manager by reason of such termination.

§ 10.2 TERMINATION SUBSEQUENT TO THE OWNER'S APPROVAL OF THE CONTROL ESTIMATE

§ 10.2.1 Subsequent to the Owner's approval of the Control Estimate, the Contract may be terminated as provided in Sections 14.1.1, 14.1.2 and 14.2.1 of A201™-1997. The provisions of Article 14 of A201™-1997 do not otherwise apply to this Section 10.2.

§ 10.2.2 In the event of such termination by the Owner, the amount payable to the Construction Manager shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Sections 10.1.2 and 10.1.3 of this Agreement, less any compensation that may be awarded to the Owner pursuant to Section 9.1.

§ 10.2.3 In the event of such termination by the Construction Manager, the amount payable to the Construction Manager shall be in accordance with Sections 10.1.2 and 10.1.3 of this Agreement, except that the Construction

Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, including a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.2.4 In addition to the Owner's right to terminate this Agreement for cause as provided in Section 14.2.1 of A201™-1997, the Owner may terminate this Agreement without cause; in such case, the Construction Manager shall be paid as provided in Section 10.2.3.

§ 10.3 NOTICE OF TERMINATION

§ 10.3.1 The party seeking termination shall give the other party seven days' written notice.

§ 10.4 SUSPENSION

The Work may be suspended by the Owner as provided in Article 14 of A201™-1997; in such case, the associated increase in costs shall become part of the Cost of Work, and the Construction Manager's Fee shall be adjusted in accordance with Section 5.1.

ARTICLE 11 OTHER CONDITIONS AND SERVICES

~~A \$25,000 general liability policy will be provided for 1-1% of construction cost.~~

This Agreement entered into as of the day and year first written above.

OWNER

CONSTRUCTION MANAGER

(Signature)

(Printed name and title)

Date

ATTEST

(Signature)

(Printed name and title)

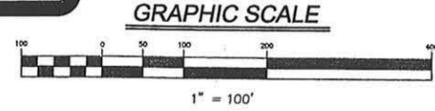
Date

ATTEST

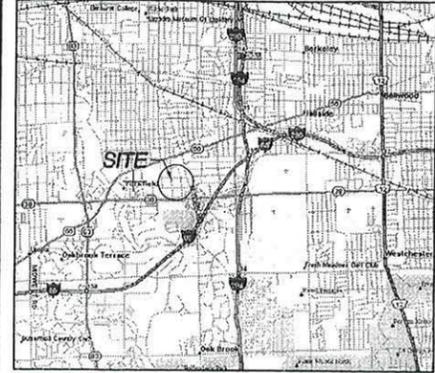
EXHIBIT
A

PLAT OF VACATION OF FILLMORE STREET AND KIRK AVENUE ELMHURST MEMORIAL HEALTHCARE, YORK STREET CAMPUS ELMHURST, ILLINOIS

PART OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE
11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.



ASSUMED MERIDIAN



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS; THENCE NORTH 01 DEGREES, 28 MINUTES, 29 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 13, 638.88 FEET; THENCE NORTH 88 DEGREES, 29 MINUTES, 44 SECONDS EAST, 50.00 FEET TO THE NORTHWEST CORNER OF LOT 52 IN FREDERICK H. BARTLETT'S COUNTRY FARM ESTATES, RECORDED AS DOC. NO. 391457; THENCE CONTINUING NORTH 88 DEGREES, 29 MINUTES, 44 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 52, 68.96 FEET FOR A PLACE OF BEGINNING; THENCE NORTH 01 DEGREES, 28 MINUTES, 51 SECONDS WEST, 66.00 FEET TO THE NORTH RIGHT OF WAY LINE OF FILLMORE STREET; THENCE NORTH 88 DEGREES, 33 MINUTES, 43 SECONDS EAST ALONG SAID NORTH LINE, 539.61 FEET TO THE WEST RIGHT OF WAY LINE OF KIRK AVENUE; THENCE NORTH 01 DEGREES, 31 MINUTES, 43 SECONDS WEST ALONG SAID WEST LINE, 453.42 FEET; THENCE NORTH 89 DEGREES, 28 MINUTES, 55 SECONDS EAST, 66.00 FEET TO THE EAST RIGHT OF WAY LINE OF KIRK AVENUE; THENCE SOUTH 01 DEGREES, 31 MINUTES, 43 SECONDS EAST ALONG SAID EAST LINE, 453.52 FEET TO THE NORTH RIGHT OF WAY LINE OF FILLMORE STREET; THENCE NORTH 88 DEGREES 33 MINUTES 43 SECONDS EAST ALONG SAID NORTH LINE, 292.37 FEET TO THE WEST LINE OF LOT 1 IN ELMHURST MEMORIAL HEALTH SYSTEM, RECORDED AS DOCUMENT NUMBER R97-195244; THENCE SOUTH 88 DEGREES, 33 MINUTES, 43 SECONDS EAST ALONG SAID WEST LINE, 65.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF FILLMORE STREET; THENCE SOUTH 88 DEGREES 29 MINUTES 44 SECONDS WEST ALONG SAID SOUTH LINE, 290.00 FEET TO THE EAST RIGHT OF WAY LINE OF KIRK AVENUE; THENCE SOUTH 01 DEGREES 31 MINUTES 43 SECONDS EAST ALONG SAID EAST LINE, 638.86 FEET TO THE NORTH RIGHT OF WAY LINE OF BRUSH HILL ROAD; THENCE NORTH 89 DEGREES 55 MINUTES 34 SECONDS WEST ALONG SAID NORTH LINE, 66.03 FEET TO THE WEST RIGHT OF WAY LINE OF KIRK AVENUE; THENCE NORTH 01 DEGREES 31 MINUTES 43 SECONDS WEST ALONG SAID WEST LINE, 637.04 FEET TO THE SOUTH RIGHT OF WAY LINE OF FILLMORE STREET; THENCE SOUTH 88 DEGREES 29 MINUTES 44 SECONDS WEST ALONG SAID SOUTH LINE, 539.66 FEET TO THE PLACE OF BEGINNING, CONTAINING 3.0018 ACRES, MORE OR LESS.

AREA

HEREBY VACATED
130759.13 SQ.FT.
3.0018 AC.

BASIS OF BEARINGS

ASSUMED THE WEST LINE OF EUCLID AVENUE
TO BE: NORTH 01°28'29" WEST

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

APPROVED BY THE CITY OF ELMHURST PLAN COMMISSION THIS _____ DAY OF _____ A.D. 20____

CHAIRMAN _____

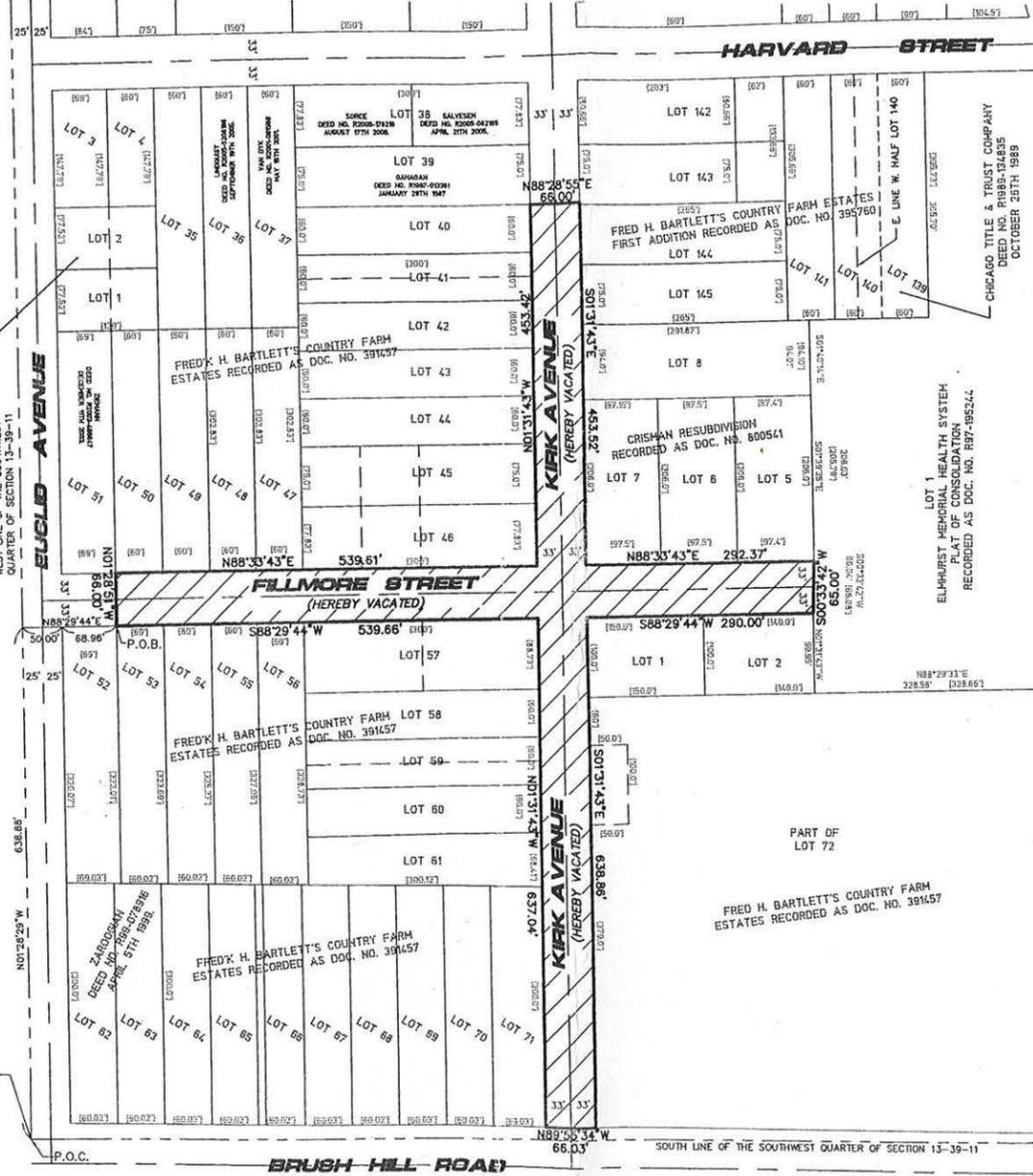
CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ELMHURST, ILLINOIS THIS _____ DAY OF _____ A.D. 20____

MAYOR _____

ATTEST: _____
 CITY CLERK



LEGEND AND ABBREVIATIONS

- SECTION CORNER
- QUARTER SECTION CORNER
- EXISTING RIGHT-OF-WAY LINE
- PROPOSED RIGHT-OF-WAY LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- BUILDING SETBACK LINE
- SECTION LINE
- FOUND DISK IN CONCRETE
- FOUND IRON MARKER
- FOUND IRON ROD
- FOUND IRON SPIKE
- FOUND IRON PIPE
- FOUND IRON BAR
- FOUND BRASS MONUMENT
- SET TRAVERSE POINT
- SET IRON MARK
- SET IRON PIPE
- SET MONUMENT
- PROPOSED VACATION
- POINT OF CURVATURE
- POINT OF COMPOUND CURVATURE
- POINT OF REVERSE CURVATURE
- POINT OF TANGENCY
- RECORD DATUM
- MEAS. DATUM
- CALCULATED DATUM
- MEAS. INFORMATION TAKEN FROM DEED
- EXCEPTION TO BLANKET EASEMENT
- MUNICIPAL UTILITY EASEMENT
- WATER & EGRESS EASEMENT

RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

THE INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____ A.D., _____ AT _____ O'CLOCK _____ M., AND RECORDED IN MAP BOOK _____ PAGE _____ AS DOCUMENT NO. _____

BY: _____
COUNTY RECORDER

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, _____ COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE SUBJECT PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE SUBJECT PLAT.

GIVEN UNDER MY HAND AND SEAL AT _____ COUNTY, ILLINOIS THIS _____ DAY OF _____ A.D., 20____

BY: _____
COUNTY CLERK

SURVEYOR CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, ANTHONY J. STRICKLAND, AN ILLINOIS PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THE PLAT HEREON DRAWN WAS PREPARED AT AND UNDER MY DIRECTION. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 19TH DAY OF FEBRUARY, A.D., 2008.

ANTHONY J. STRICKLAND
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3437
MY LICENSE EXPIRES ON NOVEMBER 30, 2008.
V3 COMPANIES OF ILLINOIS, LTD. PROFESSIONAL DESIGN FIRM NO. 184000902
THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2009.

**Engineers
Scientists
Surveyors**

7325 Janes Avenue, Suite 100
Woodridge, IL 60517
630.724.9200 voice
630.724.0384 fax
v3co.com

PREPARED FOR:
ELMHURST MEMORIAL HEALTHCARE
200 BERTEAU AVENUE
ELMHURST, IL 60126
630.833.1400

REVISIONS		NO.	DATE	DESCRIPTION

PLAT OF VACATION
FILLMORE STREET AND KIRK AVENUE
EMH, YORK STREET CAMPUS - ELMHURST, ILLINOIS

DRAFTING COMPLETED: 2/19/08	DRAWN BY: DAR	PROJECT MANAGER: AJS
FIELD WORK COMPLETED: N/A	CHECKED BY: AJS	SCALE: 1" = 100'

Project No: 02018.EMH2
Group No: VP10.5
SHEET NO.
1 of 1

TT

O-07-2008

**AN ORDINANCE VACATING PORTIONS OF
FILLMORE STREET AND KIRK AVENUE**

WHEREAS, the City of Elmhurst owns or is otherwise in control of certain rights-of-way known as Fillmore Street and Kirk Avenue; and

WHEREAS, the southerly 538 feet, more or less, of the Kirk Avenue right-of-way was annexed to the City pursuant to Ordinance O-12-88 ("Southerly Kirk Avenue") and that portion of the Kirk Avenue right-of-way located between a point that is 538 feet, more or less, north of the north right-of-way of Brush Hill Road and a point that is 153 feet, more or less, south of the south right-of-way of Harvard Street ("Northerly Kirk Avenue"), along with that portion of the Fillmore Street right-of-way as hereinafter described, were annexed to the City pursuant to Ordinance O-05-2008.

WHEREAS, the City Council has determined that the aforesaid rights-of-way are no longer useful to the City, nor is it in the best interests of the City to retain ownership or control thereof;

WHEREAS, the City Council has determined that no compensation should be required for the vacation of that portion of the Fillmore Street right-of-way between a point that is 68.96 feet, more or less, east of the easterly right-of-way of Euclid Avenue and the westerly lot line of Lot 1 of the Elmhurst Memorial Health System Plat of Consolidation nor for Northerly Kirk Avenue; and

WHEREAS, the City Council has determined that compensation at the rate of \$4.77 per square foot, plus legal fees incurred by the City in connection with the preparation of this Ordinance, should be required for the vacation of Southerly Kirk Avenue, which right-of-way constitutes 35,504.7 square feet.

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Elmhurst, DuPage and Cook Counties, Illinois, in exercise of its home rule powers, as follows:

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

**Copies To All
Elected Officials**

03-13-2008

SECTION 2. That the portion of the Fillmore Street right-of-way between a point that is 68.96 feet east of the easterly right-of-way of Euclid Avenue and the westerly lot line of Lot 1 of the Elmhurst Memorial Health System Plat of Consolidation, a distance of 897 feet, more or less and that portion of Kirk Avenue between Brush Hill Road and a point that is 153 feet south of the southerly right-of-way of Harvard Street, a distance of 1158 feet; more or less, all as more particularly shown on Exhibit "A", attached hereto and made part hereof, are hereby vacated provided, that this Ordinance shall not be effective until there is deposited with the City of Elmhurst the amount of One hundred sixty nine thousand, three hundred fifty seven and 42/100 Dollars (\$169,357.42) as compensation for the vacation of the right-of-way known herein as Southerly Kirk Avenue, plus legal fees in the amount of Four hundred four and 25/100 Dollars (\$404.25), for a total sum of One hundred sixty nine thousand, seven hundred sixty one and 67/100 Dollars (\$169,761.67).

SECTION 3. That the City Clerk is hereby authorized and directed to file with the DuPage County Recorder a true and correct copy of this ordinance and any documents relating thereto upon this ordinance becoming effective.

SECTION 4. All ordinances or parts of ordinances in conflict with this ordinance are hereby amended to the extent of the conflict.

SECTION 5. This ordinance shall be in full force and effect after passage and approval, as provided by law.

Approved this ____ day of _____, 2008.

Thomas D. Marcucci, Mayor

Passed this ____ day of _____, 2008.

Ayes: ____ Nays: ____

Patty Spencer, City Clerk

H:\Susan\COE\ordinance\EMHC.vacating portions of row 2nd

COUNCIL ACTION SUMMARY

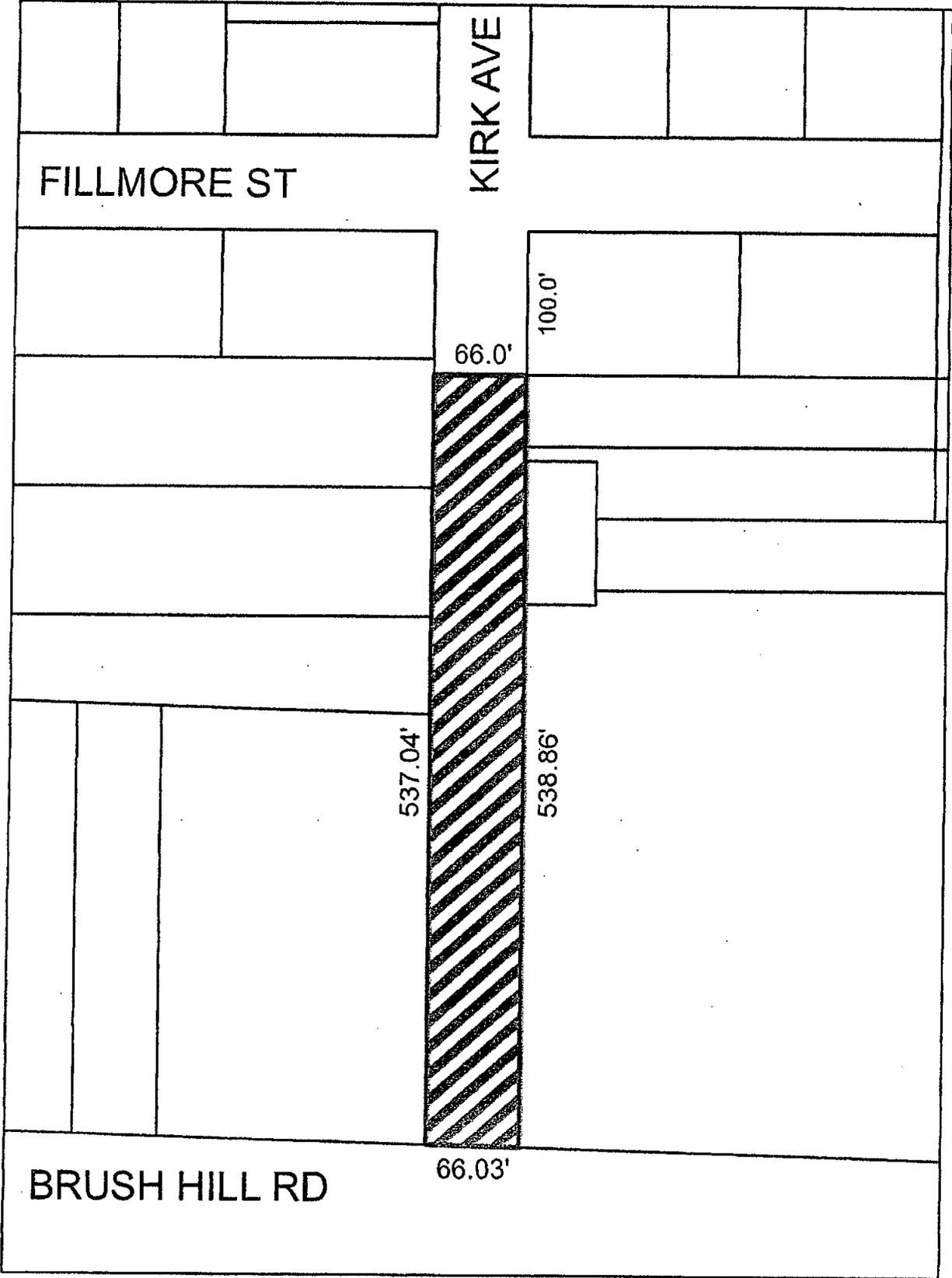
SUBJECT: Ordinance - Vacation of portions of Fillmore Street and Kirk Avenue

ORIGINATOR: City Attorney

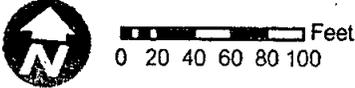
DESCRIPTION OF SUBJECT MATTER:

At the March 10, 2008 Public Works and Buildings Committee meeting, the Committee determined that the portions of the Fillmore Street and Kirk Avenue rights-of-way annexed to the City by passage of Ordinance O-05-2008 on March 3, 2008 should be vacated without requiring compensation. The Committee further determined that the portion of the Kirk Avenue right-of-way annexed in 1998 ("Southerly Kirk Avenue") should be vacated only upon payment of compensation at a rate of \$4.77 per square foot, plus legal fees. Southerly Kirk Avenue is 66 feet wide and measures 537.04 feet on its west side and 538.86 feet on its east side, comprising 35,504.7 square feet. At a rate of \$4.77 per square foot, the compensation for the right-of-way would be \$169,357.42; legal fees in connection with the preparation of this ordinance are \$404.25, for a total sum of \$169,761.67. Elmhurst Memorial Healthcare has agreed to pay this sum. Accordingly, the attached ordinance would vacate those portions of Fillmore Street and Kirk Avenue located within what would be the Hospital Campus, the ordinance being effective only after payment of the aforesaid sum. A plat of vacation is attached showing the portions of the rights-of-way to be vacated, along with an exhibit prepared by City Staff illustrating the area constituting Southerly Kirk Avenue.

Kirk Avenue Right-of-Way Vacated by the City of Elmhurst
(portion annexed in 1988)



Dimensions from Plat of Vacation dated 02/19/08



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ZO-07-2008

**AN ORDINANCE GRANTING AN AMENDED CONDITIONAL
USE PERMIT FOR A BANK DRIVE-THROUGH FACILITY ON THE PROPERTY
COMMONLY KNOWN AS 535-539 SOUTH SPRING ROAD
(HEZNER-INLAND BANK)**

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

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

WHEREAS, the Richard Rosenberg is the owner of certain property legally described as follows:

LOTS 5, 6 AND 7 IN BLOCK 1 IN THE RESUBDIVISION OF PHILIP LAUTH'S ADDITION TO ELMHURST, TOGETHER WITH HIGHLAND AVENUE BETWEEN THE EAST LINE OF SAYLOR AVENUE AND THE EAST LINE OF PROSPECT AVENUE (EXCEPT LOT 6 IN BLOCK 7 AND LOT 10 IN BLOCK 1 OF SAID PHILIP LAUTH'S ADDITION TO ELMHURST) IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 06-11-219-003

Commonly known as: 535-539 South Spring Road, Elmhurst, Illinois

WHEREAS, the Subject Property is located within the C-1 Local Shopping Zoning District the regulations of which permit bank drive-through facilities as a conditional use; and

WHEREAS, the Zoning and Planning Commission previously recommended approval of, and the City Council, by and through Ordinance No. ZO-06-98, previously granted a conditional use permit for a drive-through facility for an ice cream shop and ATM on the Subject Property; and

WHEREAS, the Hezner Corporation, as agent for the property owner ("Applicant"), has submitted its application for an amended conditional use permit for a bank drive-through facility on the Subject Property; and

WHEREAS, on January 10, 2008 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

Copies To All
Elected Officials

3-13-08

WHEREAS, on February 6, 2008 the Zoning and Planning Commission rendered its decision on the aforesaid application for an amended conditional use, recommending that the application be denied; and

WHEREAS, on February 26, 2008 the Development, Planning and Zoning Committee of the City Council recommended approval of the aforesaid amended conditional use; 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 contained in the preamble hereto are incorporated as a material part of this ordinance.

SECTION 2. That the City Council finds, in connection with the amended conditional use for a planned development for a bank drive-through facility (Aconditional use@):

- 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 use 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 are 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 an amended conditional use permit is hereby granted to the applicant for a bank drive-through facility on the Subject Property, subject to the following conditions:

- (1) The applicant shall relocate the garbage dumpster to a location adjacent to the building to provide adequate circulation for traffic in the alley;
- (2) The applicant shall install a "right-turn only" sign for traffic exiting the alley onto Montrose Avenue;
- (3) The drive-through shall be observed and evaluated by City staff approximately 6 months after its operations begin, with any recommended changes to be reported to the Development, Planning and Zoning Committee, which shall at that time determine if modifications are necessary to the conditional use, to include possible revocation of such conditions for the warranted; and conditional use if
- (4) That the conditional use shall otherwise be established, maintained and used in accordance with the evidence submitted to 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, and Mr. Scott Hezner, The Hezner Corporation, 678 Broadway Street, Libertyville, Illinois 60048.

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 _____, 2008.

Thomas D. Marcucci, Mayor

Passed this ____ day of _____, 2008.

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance - Amended Conditional Use Permit for a Bank Drive-Through Facility on the Property at 535-539 South Spring Road (Hezner)

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the report of the Development Planning and Zoning Committee, an ordinance has been prepared which would grant an amended conditional use permit for a two-lane bank drive-through facility on the Subject Property. The amended conditional use is subject to several conditions, as follows:

- (1) The applicant shall relocate the garbage dumpster to a location adjacent to the building to provide adequate circulation for traffic in the alley;
- (2) The applicant shall install a "right-turn only" sign for traffic exiting the alley onto Montrose Avenue;
- (3) The drive-through shall be observed and evaluated by City staff approximately 6 months after its operations begin, with any recommended changes to be reported to the Development, Planning and Zoning Committee, which shall at that time determine if modifications are necessary to the conditions for the conditional use, to include possible revocation of same if warranted; and
- (4) That the conditional use shall otherwise be established, maintained and use in accordance with the evidence submitted to the Zoning and Planning Commission.

An ordinance granting an amended conditional use for a bank drive-through facility is attached for Council consideration.