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**AGENDA
OF BUSINESS TO BE BROUGHT BEFORE THE MEETING
OF THE CITY COUNCIL OF ELMHURST, ILLINOIS, 209 NORTH YORK
MONDAY, MAY 19, 2008
7:30 P. M.**

- 1. Executive Session 7:00 p.m. – Litigation and Land Acquisition (Conf. Room #2)**
- 2. Call to Order/ Pledge of Allegiance/Roll Call**
- 3. Receipt of Written Communications and Petitions from the Public**
- 4. Public Forum**
- 5. Consent Agenda**
 - a. Minutes of Regular Meeting Held on Monday, May 5, 2008 (City Clerk Spencer): Approve as published
 - b. Minutes of the Executive Session Held on Monday, May 5, 2008 (City Clerk Spencer): Receive and place on file
 - c. Accounts Payable – May 19, 2008 Total \$ 1,152,402.18
 - d. Reappointment to Board of Fire and Police Commissioners – Cathcart (Mayor Marcucci): Concur with Mayor Marcucci's recommendation
 - e. Bids, Streetlight Pole Painting (City Clerk Spencer): Refer to the Public Works and Buildings Committee
 - f. Policy for Rain Gardens for Rear Yard Drainage – Alderman Leader and Alderman Rose (City Manager Borchert): Refer to the Public Works and Buildings Committee
 - g. Bike Safety – Alderman Rose, Alderman Mulliner and Alderman Morley (City Manager Borchert): Refer to the Public Affairs and Safety Committee
 - h. Request from Elmhurst Park District – Joint Park District/City Committee (City Manager Borchert): Refer to the Finance, Council Affairs and Administrative Services Committee
 - i. Report – 2008 Water Meter Purchase (PW&B)
 - j. Report – Elmhurst's Senior/Disabled Transportation Programs and Recommendation to Consider Ride DuPage (PA&S)
 - k. Report – Case Number 08 P-02/City of Elmhurst Zoning Ordinance Text Amendments (DP&Z)
 - l. Report – Case Number 08 P-03/Massage Envy Conditional Use (DP&Z)
 - m. MCO-10-2008 – An Ordinance Imposing Parking Restrictions on Hillside Avenue
 - n. R-11-2008 – A Resolution Approving the Yorkfield Area Water System Purchase Agreement By and Between the City of Elmhurst and the Village of Oak Brook
- 6. Reports and Recommendations of Appointed and Elected Officials**
 - a. Updates (Mayor Marcucci)
- 7. Other Business**
- 8. Announcements**
- 9. Adjournment**

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

NOTE: Any person who has a disability requiring a reasonable accommodation to participate in this meeting, should contact Valerie Johnson, ADA Compliance Officer, Monday through Friday, 9:00 a.m. to 4:30 p.m., City of Elmhurst, 209 N. York Street, Elmhurst, IL 60126, or call 630-530-8095 TDD, within a reasonable time before the meeting. Requests for a qualified interpreter require five (5) working days' advance notice.

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MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF THE ELMHURST, ILLINOIS
HELD ON MONDAY, MAY 5, 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, MAY 5, 2008
209 NORTH YORK STREET
ELMHURST, ILLINOIS**

CALL TO ORDER/ PLEDGE OF ALLEGIANCE/ROLL CALL

Attendance: 39

1. The Regular Meeting of the Elmhurst City Council was called to order by Mayor Marcucci at 7:35 p.m.

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

Absent: Donna Lomnicki (arrived at 8:09 p.m.)

Also in Attendance: City Treasurer Pigoni, City Attorney Kubiesa, City Manager Borchert, Police Chief Neubauer, Sergeant McLean, Detective Visconti, Officer Reiman, Director of PZED Said

CONTINUED PUBLIC HEARING – PROSPECT AVENUE ANNEXATION AGREEMENT

2. Mayor Marcucci opened the public hearing at 7:36 p.m. Mayor Marcucci explained that this annexation has been in the process for over a year, however due to lack of signatures after the death of a resident, it was unable to move forward. He stated that two (2) homes are no longer included in the area to be annexed into Elmhurst. The Mayor opened the floor for interested parties to speak. No one spoke. Mayor Marcucci closed the public hearing for the Prospect Avenue Annexation Agreement at 7:37 p.m.

PRESENTATION BY “RELAY FOR LIFE”

3. Mayor Marcucci asked Cissy Kieft and Anne Sullivan along with the teen representatives of the Team Relay for Life Youth Committee from York High School to join him at the podium. Co-Chair Cissy Kieft explained the teen involvement in *Relay for Life*. She stated the group had won an award on the state and national level for the 2007 event.

Chairman of the Youth Committee, Carrie Hamilton, presented Mayor Marcucci with their award.

Mayor Marcucci stated the large metal plaque will be put on the “brag wall” at the corner of IL Route 83 and St. Charles Road. He congratulated the teens for their job in raising cancer awareness and working toward a cure through *Relay for Life*.

The 2008 *Relay for Life* will be held on Friday, June 20, 2008 at York High School starting at 6:30 p.m.

PRESENTATION BY ELMHURST POLICE DEPARTMENT “PEER JURY”

4. Police Chief Neubauer reviewed the Peer Jury Program, which began in 2004, for the Council. He stated this year eleven (11) seniors served as jurors. Chief Neubauer called the program a restorative justice for juveniles. The jury incorporates the six (6) pillars of Character Counts. This year there was not one (1) repeat offender, a 100% success rate for the program. Chief Neubauer introduced Sergeant McLean, Detective Visconti, Officer Reiman and Citizens Police Academy Alumni Johnson along with the 2007/2008 jurors.

Mayor Marcucci joined Chief Neubauer at the podium and awarded the jurors with a certificate. Mayor Marcucci spoke of the success of the program and how well it works for first time offenders.

RECEIPT OF WRITTEN COMMUNICATIONS AND PETITIONS FROM THE PUBLIC

5. None.

PUBLIC FORUM

6. Steven Moskal
205 N. Willow
Elmhurst, IL 60126

Spoke regarding sales tax increases as both an Elmhurst resident and business owner. He stated the increase in sales tax will drive business out of Elmhurst. He asked Council not to increase the sales tax.

CONSENT AGENDA

7. The following items on the Consent Agenda were presented:
- a. MINUTES OF REGULAR MEETING HELD ON MONDAY, APRIL 21, 2008 (City Clerk Spencer): Approve as published
 - b. ACCOUNTS PAYABLE – APRIL 30, 2008 TOTAL \$ 1,448,721.10
 - c. REAPPOINTMENT TO THE ZONING AND PLANNING COMMISSION DARRELL WHISTLER AND RICHARD A. FROLIK JR. (Mayor Marcucci): Concur with the Mayor's recommendation

April 17, 2008

To: Members of the City Council
Re: Reappointment to the Zoning and Planning Commission – Darrell Whistler and Richard A. Frolik Jr

With your advice and consent, I will reappoint Darrell Whistler and Richard A. Frolik Jr to the Zoning and Planning Commission for terms to expire on February 20, 2013.

Respectfully submitted,
/s/ Thomas D. Marcucci
Mayor

- d. BIDS, 2008 CONTRACT PAVING PROGRAM (City Clerk Spencer): Refer to the Public Works and Buildings Committee

April 22, 2008

TO: Mayor Marcucci and Members of the City Council
RE: Bids, 2008 Contract Paving Program

In response to an invitation to bid for the 2008 Contract Paving Program advertised in the Elmhurst Press on Friday, April 4, 2008, bids were received from eight (8) area contractors.

Bids were opened at 10:00 a.m. on Tuesday, April 22, 2008, and following is a summary of the bids received:

<u>Contractor</u>	<u>Total Cost</u>
Arrow Road Construction (Mt. Prospect, IL)	\$1,959,279.90
Brothers Asphalt Paving, Inc. (Addison, IL)	\$1,964,532.65
DiGioia Brothers Construction Company (Wheaton, IL)	\$2,057,946.25
G&M Cement Construction (Addison, IL)	\$2,098,457.35
J. Nardulli Concrete, Inc. (Chicago, IL)	\$2,193,741.00
Johnson Paving	\$2,304,717.04

(Arlington Heights, IL)
R. W. Dunteman Company \$2,322,980.40
(Addison, IL)
Triggi Construction \$2,516,821.95
(West Chicago, IL)

Respectfully submitted,
/s/ Patty Spencer
City Clerk

- e. TEMPORARY USE AND EVENT PERMIT REQUEST ST. DEMETRIOS GREEK ORTHODOX CHURCH PICNIC (City Manager Borchert): Concur with the City Manager's recommendation

April 25, 2008

To: Mayor Marcucci and Members of the City Council
Re: Temporary Use and Event Permit Request – St. Demetrios Greek Orthodox Church Picnic

St. Demetrios Greek Orthodox Church has requested a Temporary Use Permit to host a picnic on their property starting on Friday, June 13 2008 through June 14, 2008 from 12:00 p.m. to 12:00 a.m. Attached is the written request from the law office of Nicholas C. Syregelas regarding this special event request. 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 Managers 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. PACE NEWS – REVENUE FROM SHELTERS/RIDERSHIP RECORDS (City Manager Borchert): Refer to the Public Affairs and Safety Committee

April 28, 2008

To: Mayor Marcucci and Members of the City Council
Re: Pace News – Revenue from Shelters / Ridership Record

It is requested that the Pace ad/shelter program (which provides rider/customer comfort and generates municipal revenue, as described in attached Pace newsletter) be forwarded to the Public Affairs and Safety Committee for their review, evaluation and subsequent recommendation for City Council consideration.

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

- g. REPORT – BIDS, 2008 CONTRACT PAVING PROGRAM The following report of the Public Works and Buildings Committee was presented:

April 28, 2008

TO: Mayor Marcucci and Members of the City Council
RE: Bids, 2008 Contract Paving Program

The Public Works and Buildings Committee met on Monday, April 28, 2008 to review bids received for the 2008 Contract Paving Program. Eight (8) bids were received from area contractors and are summarized on Attachment "A".

The bids received will provide for the grinding and bituminous overlay of five miles of asphalt streets and removal and replacement of approximately 20,000 lineal feet of curb and gutter (see Attachment "B"). Other work will include parking lot paving; utility structure adjustments, paving of driveway approaches, restoration of parkways, and traffic control.

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

Arrow Road Construction from Mount Prospect, Illinois submitted the lowest responsible bid meeting all of the bidding requirements. Arrow's bid was \$1,959,279.90. Arrow Road Construction has performed similar work for the villages of Hoffman Estates, Niles, and Mount Prospect, and those communities report that the work was completed in a satisfactory manner.

Arrow Road Construction's bid includes \$1,630,863.14 to resurface five miles of asphalt streets. In addition, to take advantage of the economy of scale, completion of approximately 2,600 square yards of asphalt patching, reconstruction of the One Room School House parking lot, and resurfacing of other parking lots were included in the Contract Paving project. Monies for this work have been provided in the FY08/09 Budget in the following accounts as described below:

<u>ACCOUNT DESCRIPTION</u>	<u>ACCOUNT CODE</u>	<u>BUDGET AMOUNT</u>
Street Resurfacing	110-6041-432-80-15	\$1,750,000
Unimproved Roads	110-6041-432-30-08	\$ 40,000
Asphalt Patching	110-6041-432-30-02	\$ 50,000
	510-6052-501-30-02	\$ 28,500
	510-6056-502-30-02	\$ 20,000
One Room Schoolhouse Parking Lot	110-7060-451-80-23	\$ 30,000
Fire Station No. 1 Parking Lot	110-4020-422-50-01	\$ 20,000
Historical Museum Parking Lot	110-7060-451-50-01	\$ 23,000
Municipal Parking Lot P-24	310-0089-461-80-26	\$ 25,000
Schiller Court Parking Lot	310-0089-461-80-26	\$ 38,000
Total Budgeted		\$2,024,500

It is, therefore, the recommendation of the Public Works and Building Committee that the low bid in the amount of \$1,959,279.90 from Arrow Road Construction for the 2008 Contract Paving Program be accepted.

Respectfully submitted,
Public Works and Building Committee

/s/ John E. Gow
Chairman

/s/ Michael Regan
Vice-Chairman

/s/ Donna Lomnicki

/s/ Pat Shea

- h. REPORT – HARRIS/INLAND AND CITY STREETScape PROJECT The following report of the Public Works and Buildings Committee was presented:

April 28, 2008

TO: Mayor Marcucci and Members of the City Council
RE: Harris/Inland and City Streetscape Project

The Public Works and Buildings Committee met on Monday, April 28, 2008 to discuss the streetscaping project to be performed in conjunction with the Harris/Inland development project located at Third and Addison Street. In addition, the Committee discussed the City's participation for placing overhead electrical wires underground at the site.

The Harris/Inland project consists of the construction of two new buildings at the site. One building will be a Harris Bank and the other will be a senior living facility. As the City has done in previous private developments, the City engages the developer to perform the construction of the streetscape of the adjacent areas as part of their project. The City reviews plans, the cost estimates and the final as-built quantities and approves payment to the developer's contractor for the streetscape. City staff also inspects the work during the construction. This process has served the City well in the past as it allows for a more timely completion of the streetscape in an area that has seen redevelopment. In addition, this process utilizes less City staff time. The streetscaping is designed and constructed to the City standards and specifications.

Harris/Inland submitted a cost estimate of \$156,931.31 for the streetscaping which has been reviewed by City staff and found to be an accurate estimate. The City Engineering Division will oversee the construction and pay a final payment based on the actual quantities.

As part of the Harris/Inland project there was a need to bury overhead electrical utilities in the public alley. This work will enhance access to the facility as well as improve electrical reliability and aesthetics in the area. Historically the City has participated in numerous projects throughout the downtown area where overhead utilities were taken underground. In this case the City directly benefits by the relocation of the utilities as it owns the three buildings along York Street adjacent to the project site.

Initially the developer was requesting that the City pay three-fifths of the costs as the City owned three of the five buildings serviced, however, the City was able to negotiate that down to one-third as the City only owns one-third of the property. The cost to the City for this work is \$29,377.52 (based on a Commonwealth Edison estimate of \$88,132.64). The number is an estimate by Commonwealth Edison for construction and may be adjusted when the work is finalized, but one-third of the final bill will be paid for by the City.

It is therefore, the recommendation of the Public Works and Buildings Committee that in order to enhance the development of the properties along Third Street at Addison, that the City allow the developer's contractor to install the streetscaping elements and to have Commonwealth Edison bury the utilities and for the City to pay it's appropriate share of the cost as outlined above be approved.

Respectfully submitted,
Public Works and Building Committee

/s/ John E. Gow

Chairman

/s/ Michael Regan

Vice-Chairman

/s/ Donna Lomnicki

/s/ Pat Shea

- i. REPORT – 2008 STORM SEWER EXTENSION PROGRAM The following report of the Public Works and Buildings Committee was presented:

April 28, 2008

TO: Mayor Marcucci and Members of the City Council
RE: 2008 Storm Sewer Extension Program

The Public Works and Building Committee met on Monday, April 28, 2008 to discuss the 2008 Storm Sewer Extension Program. This project was competitively bid in 1997 and at that time bids were received from three (3) area contractors. Down Under Construction from St. Charles, Illinois submitted the lowest responsible bid. This contractor has worked extremely well with staff and residents for the past eleven years and resolved any and all minor disputes that occurred along the way.

Down Under held their unit prices from 1997 through 1999. In 2000 and 2001 modest increases due to inflation and increased material costs were added. 2001 unit prices were held for 2002 construction. In 2003, modest increases due to inflation and increased material costs were added. 2003 prices were held for 2004 thru 2007 construction. Down Under Construction is requesting a modest 1.5% increase to unit prices for the 2008 project.

The Committee believes that it would be appropriate to extend Down Under's contract as a change order for this year for the following reasons:

- 1) The unit costs were competitively bid in 1997 and were the lowest among all bidders.
- 2) The contractor is very sensitive to residents concerns and has successfully installed over 1000 drains.
- 3) The contractor's work is good and all minor disputes are resolved.

This program consists of installing drains in residents yards to alleviate standing water problems and/or to connect sump pump discharge pipes and roof drains to the City storm sewer. Since 1991 over 1000 drains have been installed as part of this program. This year's program is expected to install approximately 40 drains at various locations. There continues to be interest in this program and the budget amounts are shown in the five year Capital Expenditure Budget. The total cost of the project includes a residents share for this work which is approximately 40 percent.

Monies have been provided in the FY 2008/09 Budget in account number 110-6041-432-30-55 for this program.

It is, therefore, the recommendation of the Public Works and Building Committee that the proposal from Down Under Construction to increase the 2003 thru 2007 unit prices for the 2008 Storm Sewer Extension Program, not to exceed the budget amount of \$75,000, be accepted.

Respectfully submitted,
Public Works and Building Committee

/s/ John E. Gow
Chairman

/s/ Michael Regan
Vice-Chairman

/s/ Donna Lomnicki
/s/ Pat Shea

- j. REPORT – 2008 SIDEWALK REPAIR PROGRAM (SLABJACKING) The following report of the Public Works and Buildings Committee was presented:

April 28, 2008

TO: Mayor Marcucci and Members of the City Council
RE: 2008 Sidewalk Repair Program (Slabjacking)

The Public Works and Building Committee met on Monday, April 28, 2008 to discuss the 2008 Sidewalk Repair Program. This program is commonly referred to as Slabjacking Program.

This project was competitively bid in 2006 and at that time only one (1) bid was received. The lack of additional bids was due to the lack of contractors in this area who perform this type of work. Advantage 2 Concrete Raising from Aurora, Illinois submitted the lowest responsible bid. Advantage 2 Concrete Raising is proposing to hold 2006 and 2007 contract unit price of \$1.40 per square foot for the 2008 Sidewalk Repair Program (see attached letter).

This work utilizes hydraulic "jacking" to raise low sidewalk squares throughout the City. This methodology works well where sidewalk squares are uncracked but have sunk and are no longer even with the adjacent squares. Slabjacking is the most cost effective way to repair uneven squares.

Advantage 2 Concrete Raising has successfully completed this program for the City of Elmhurst for the past five years. Monies for this work are available in the 2008/2009 Budget General Fund, Account Number 110-6041-432-30-69 in the amount of \$40,000.

It is therefore, the recommendation of the Public Works and Buildings Committee that the unit price of \$1.40 per square foot from Advantage 2 Concrete Raising, not to exceed the budget amount of \$40,000, be accepted.

Respectfully submitted,
Public Works and Building Committee

/s/ John E. Gow
Chairman

/s/ Michael Regan
Vice-Chairman

/s/ Donna Lomnicki

/s/ Pat Shea

- k. REPORT – ELMFEST 2008 CHAMBER OF COMMERCE OPERATIONS The following report of the Public Affairs and Safety Committee was presented:

April 28, 2008

To: Mayor Marcucci and Members of City Council
Re: Elmfest 2008 Chamber of Commerce Operations

The Public Affairs & Safety Committee met on April 28, 2008, to review the request from the Elmhurst Chamber of Commerce & Industry for changes to Elmfest 2008.

The City Council approved the request for use of City streets and sidewalks for Elmfest (June 12 – 15, 2008) on December 10, 2007. John Quigley, Chamber President and CEO/Elmfest Chairperson, was present to answer questions of the committee.

As in 2007, Elmfest will charge \$1.00 admission into the Entertainment Center and Food Court on Addison Avenue between the Schiller Walkway and Second Street for all patrons between the ages of 21 and 65. Access to this area will be limited with fencing across Addison Avenue at the drive to the Elmhurst Auto Clinic to just north of the Schiller Walkway, and along the curb on the east and west side of Addison Avenue. This allows for storefront access and a passage for patrons that do not want to access the entertainment and food venue. Access to this area will be limited to a north and south entrance on Addison Avenue.

This option will include most of the food vendors at the fest and there is security at both entrances to check IDs and place wristbands on those that are legal to purchase alcoholic beverages. Alcoholic beverages would then be permitted inside the fenced area by those properly banded, if so approved by the city's Liquor Commissioner. As in the past, Elmfest will contract with ASI Security to check IDs and monitor consumption. Final details in regards to booth set-up, fire lanes and security would be approved by the Police and Fire Departments prior to the opening of Elmfest.

As in the past, the hours for the entertainment center will be as follows: 7:00 pm to 10:00 pm on Thursday, June 12, 11:00 am to 11:00 pm on Friday and Saturday, June 13 and 14, and Sunday, June 15, from 11:00 am to 6:00 pm. Entertainment runs until 1 hour prior to the festival closing each day and the distribution of alcoholic beverages stops one half hour prior to the festival closing.

As in 2007, the Elmfest 2008 Steering Committee requested to open the Entertainment Center on Thursday to allow an area for parents to sit and enjoy music while their children are at the carnival. The Thursday opening of the entertainment venue will be a fundraiser benefiting the District 205 Foundation for Educational Excellence. Entertainment will run no later than 9:00 p.m.

Different than 2007, but similar to past years, and to assist in including City Centre businesses, the Chamber is requesting the old horseshoe-style layout last done in 2005. By re-closing York Street between Schiller Street and Second Street, and Schiller Street from York to Commerce Parkway, this will bring festival foot traffic back to north York merchants and incorporate Elmhurst City Centre promotional booths adjacent to the plaza.

Additionally in 2008, the Public Affairs & Safety Committee and the City Council have already approved a request from the Elmhurst Special Kids Day Committee to extend by two hours the hours of operation of the carnival for the exclusive use of special needs children. The Special Kids Committee, with the cooperation of the Jaycees and the Chamber of Commerce will open the carnival operation two hours earlier on Saturday, June 14 from 9:00 a.m. to 11:00 a.m. than would otherwise be the case, for the exclusive use by families of special needs children. All costs would be absorbed by the Special Kids Committee, Elmhurst Jaycees, Spectacular Midways Carnival and Chamber.

Elmfest continues to be a very popular event attended by large numbers of people from Elmhurst and the surrounding communities. The Chamber, the Police and Fire Departments, and City Administration feel that Elmfest is a worthwhile event that benefits the community as a whole. The Committee concurs with that evaluation.

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

Respectfully submitted,
Public Affairs and Safety Committee

/s/ Mark A. Mulliner

Chairman

/s/ Michael Bram

Vice-Chairman

/s/ Chris Nybo

- I. REPORT – PARKING RESTRICTIONS FOR LINCOLN SCHOOL The following report of the Public Affairs and Safety Committee was presented:

April 28, 2008

To: Mayor Marcucci and Members of the City Council
RE: Parking Restrictions for Lincoln School

The Public Affairs and Safety Committee met on April 28, 2008 to discuss the traffic and parking issues around Lincoln School. Due to the major construction project involving Lincoln School, temporary parking restrictions were instituted to assist with parking and traffic control. Upon completion of the construction project, the Engineering Division received a request from Lincoln School to make the temporary parking restrictions permanent. The Engineering Division sent out surveys to residents on Fairfield and Hillside to gain their input on these restrictions. The following is a summary of those surveys:

- **“No Parking Stopping Standing School Days 8:15 – 8:45 a.m. and 2:45 – 3:15 p.m.” on the west side of Hillside Avenue from Prairie Path Lane to Montrose Avenue.**
 - 8 surveys were delivered – 4 were returned: all 4 agreed that parking restrictions as stated above should remain.
- **Hillside Avenue – Montrose Avenue to Vallette Street - “No Parking Sundays 7:00 a.m. to 1:00 p.m.” on the west side, “No Parking School Days 8:15 – 8:45 a.m. and 2:45 – 3:15 p.m. Attended Vehicles Only” on the west.**
 - 9 surveys were delivered – 9 were returned: 6 agreed with the proposed parking restrictions, 3 did not agree with the change. It is important to note that survey comments indicate an interest in **“No Parking Anytime” on the west side of Hillside Avenue and two hour parking on east side of Hillside**. Due to various evening and weekend activities at both Lincoln School and Epiphany Lutheran Church residents are impacted at times other than those

listed on the survey. After review, the committee felt the requested change **“No Parking Anytime” on the west side of Hillside Avenue and two hour parking on east side of Hillside**” was appropriate.

- **“No Parking School Days 8:15 – 8:45 a.m. and 2:45 – 3:15 p.m.” p.m. the east side of Fairfield Avenue from Montrose Avenue to Vallette Street.**
 - 9 surveys were delivered – 6 were returned: all 6 agreed that the parking restrictions as stated above should remain.
- **“No Parking Stopping Standing School Days 8:15 – 8:45 a.m. and 2:45 – 3:15 p.m.” on the east side of Fairfield Avenue from Vallette Street to Crescent Avenue.**
 - 17 surveys were delivered – 10 were returned: 8 agreed that the parking restriction as stated above should remain, 2 did not agree that the parking restrictions should remain.

Although the response rates were low on three of the four blocks polled, this area presents unique circumstances. If residents were satisfied with the current situations, they may not have been compelled to provide a response. The purpose of the survey was to maintain the existing parking restriction on those blocks with minor sign clarifications.

It is therefore, the recommendation of the Public Affairs and Safety Committee that the appropriate ordinance be drafted and adopted by the City Council to restrict parking around Lincoln School as proposed above.

Respectfully submitted,
Public Affairs and Safety Committee

/s/ Mark A. Mulliner

Chairman

/s/ Michael Bram

Vice-Chairman

/s/ Chris Nybo

- m. REPORT – SEWERAGE TREATMENT RATES FOR PRIVATE WELL USERS The following report of the Finance, Council Affairs and Administrative Services Committee was presented:

April 29, 2008

To: Mayor Marcucci and Members of the City Council
Re: Sewerage Treatment Rates for Private Well Users

The Finance, Council Affairs and Administrative Services Committee met April 28, 2008 to review a proposed sewerage treatment rate adjustment to those customers served by private water wells.

Currently, the City provides sewerage collection and treatment services for 29 customers who have private wells. Since the City lacks a metering device for water service to these customers, sewerage treatment charges are based on approximate citywide averages. Basically, the proposed fee for private well users has been adjusted in the same proportion as the City's water and sewerage treatment customers. The bi-monthly proposed and existing rates are indicated below:

	Proposed <u>Rate</u>	Current <u>Rate</u>
Residential*	\$ 60.76	\$ 57.66
Commercial*	\$ 60.76	\$ 57.66

*Federal EPA requirements mandate that rates be identical unless separate treatment is provided for industrial wastes.

The Committee has reviewed the proposed rate structure and believes it to be reasonable and appropriate.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council direct the City Attorney to prepare an amendment to the Municipal Code of Ordinances to establish a bi-monthly service charge for sewerage treatment of \$60.76 for customers with private water wells.

Respectfully submitted,
Finance, Council Affairs and
Administrative Services Committee

/s/ George Szczepaniak
Chairman
/s/ Stephen Hipskind
Vice-Chairman
/s/ Moira Moriarty
/s/ Steven Morley

- n. O-12-2008 – AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT WITH RALPH HORN, RICHARD J. BAKKER AND ANNE LOUISE BAKKER, CHARLES J. RIHA AND SUE ANN RIHA, PROVIDENCE DEVELOPMENT GROUP, LLC, DAVID R. ROOZEBOOM AND DEANNA R. ROOZEBOOM, EDWARD A. WONDERGEM AND DEANNA L. WONDERGEM, DONALD R. VOS, AS TRUSTEE UNDER THE DONALD R. VOS 1991 TRUST AND MILDRED A. VOS AS TRUSTEE UNDER THE MILDRED A. VOS 1991 TRUST, MANUFACTURER’S AFFILIATED TRUST COMPANY, AN ILLINOIS TRUST COMPANY, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 10TH DAY OF MAY, 1989. KNOWN AS TRUST NUMBER S-10893, JAMES H. BOVEN AND JOAN BOVEN, ROBERT T. BRADY TRUST AGREEMENT DATED MAY 10, 1990, PETER BOER, CHAS. AND DONNA ERDMAN, ROBERT J. HOOKER AND CHRISTINE M. HOOKER AND JOHN D. VANDER KAMP AND LORA L. VANDER KAMP (PROSPECT AVENUE PROPERTY OWNERS)

Ordinance O-12-2008 was presented for passage.

- o. O-13-2008 – AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS (PROSPECT AVENUE PROPERTY OWNERS)

Ordinance O-13-2008 was presented for passage.

- p. MCO-08-2008 – AN ORDINANCE AMENDING SECTION 31.134 OF THE ELMHURST MUNICIPAL CODE IN CONNECTION WITH PUSH CART FOOD VENDORS

Ordinance MCO-08-2008 was presented for passage.

- q. MCO-09-2008 – AN ORDINANCE AMENDING THE RESTRICTIONS FOR CLASS “WB” LIQUOR LICENSES, DECREASING THE NUMBER OF CLASS “B” LIQUOR LICENSES AND INCREASING THE NUMBER OF CLASS “RL” AND CLASS “WBB” LIQUOR LICENSES

Ordinance MCO-09-2008 was presented for passage.

Alderman Rose pulled item **7h. Report – Harris/Inland and City Streetscape Project.**

Alderman Mulliner moved to accept the contents of the Consent Agenda less item **7h. Report – Harris/Inland and City Streetscape Project.** Alderman Gow seconded. Voice vote unanimous, motion carried. Alderman Rose moved to approve the contents of the Consent Agenda less item **7h. Report – Harris/Inland and City Streetscape Project.** Alderman Bram seconded. Roll call vote:

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

Nays: None

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

Alderman Gow moved to accept item **7h. Report – Harris/Inland and City Streetscape Project**. Alderman Regan seconded.

Alderman Gow stated this is a streetscaping project to be performed in conjunction with the Harris /Inland development project. In addition the City will participate in placing underground electrical wires paying 1/3 of the cost.

Alderman Rose stated she pulled item **7h. Report – Harris/Inland and City Streetscape Project** because attached to her report was a color copy of the project and she asked if she had the original by mistake.

Mayor Marcucci stated Council all received color copies.

Roll call vote on item **7h. Report – Harris/Inland and City Streetscape Project**:

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

Nays: None

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

REPORTS AND RECOMENDATIONS OF APPOINTED AND ELECTED OFFICIALS

8. Mayor Marcucci stated he received his property tax bill. The 4.7% tax rate is lower than last year because of the increase in property value. He stated tax rates support property value and property tax is lower in Elmhurst in comparison to other communities in York Township.

OTHER BUSINESS

9. Alderman Hipskind reported on the success of the Hazardous Waste Drop-Off held at the Public Works Garage on Saturday, May 3, 2008. He reported it doubled in size from the previous event held five (5) years ago. He stated the drop-off was a huge success.

Alderman Rose stated she thought the Hazardous Waste Drop-Off was very organized and she was pleased to see such a huge turnout.

ANNOUNCEMENTS

10. None.

ADJOURNMENT

11. Alderman Gow moved to adjourn the meeting. Aldermen Regan seconded. Voice Vote. Motion carried. Meeting adjourned 8:18 p.m.

EXECUTIVE SESSION – LAND DISPOSITION

12. Executive session was called to order at 8:20 p.m. by Mayor Marcucci for the purpose of discussing Land Acquisition.

Present: Michael J. Regan (left at 10:30 p.m.), Norman Leader, Pat Shea, Michael Bram, John Gow (left at 9:50 p.m.), Stephen Hipskind, Chris Nybo, George Szczepaniak, Steve Morley, Donna Lomnicki (left at 10:00 p.m.), Mark A. Mulliner

Absent: Diane Gutenkauf (arrived at 8:22 p.m.), Moira Moriarty (arrived at 8:22 p.m.)

Also in attendance: City Treasurer Pigoni, City Attorney Kubiesa, City Manager Borchert, PZED Director Said

Alderman Gow moved to convene into executive session for the purpose of discussing Land Acquisition. Alderman Regan seconded. Roll call vote:

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

Nays: None

14 yeas, 0 nays, 0 absent

Motion duly carried

Alderman Morley moved to adjourn executive session. Alderman Szczepaniak seconded. Voice vote. Motion carried. Executive session adjourned at 10:35 p.m.

Thomas D. Marcucci, Mayor

Patty Spencer, City Clerk

TT

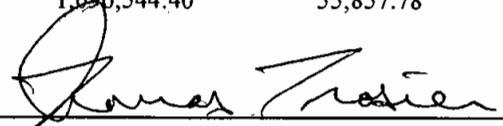
CITY OF ELMHURST

ACCOUNTS PAYABLE SUMMARY SHEET

MAY 19, 2008

	<u>REGULAR</u>	<u>INTERIM</u>	<u>TOTAL</u>
<u>CHECKS</u>			
GENERAL FUND	\$797,876.68	\$53,881.00	\$851,757.68
LIBRARY FUND	4,305.43	-	4,305.43
REDEVELOPMENT FUND	27,159.86	-	27,159.86
RT 83 COMMERCIAL DEVELOP	49.50	-	49.50
MUNICIPAL UTILITY FUND	255,587.23	1,958.60	257,545.83
PARKING REVENUE SYSTEM FUND	11,065.70	18.18	11,083.88
WORKING CASH FUND	500.00	-	500.00
	<u>1,096,544.40</u>	<u>55,857.78</u>	<u>1,152,402.18</u>

FINANCE REVIEW



CITY MANAGER REVIEW



TO THE CITY TREASURER,

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

CITY COUNCIL AT A MEETING HELD ON MAY 19, 2008 AND YOU ARE HEREBY

AUTHORIZED TO PAY THEM FROM THE APPROPRIATE BUDGET ACCOUNT.

MAYOR

CITY CLERK

INVOICE NO	VENDOR NAME	VOUCHER NO	P.O. NO	BNK NO	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0009417 100578	A N S, INC	000828			01 05/19/2008	530-0088-503.50-14	WINDOW CLEANING	310.00	
0008401 12985	ACCURATE TANK TECHNOLOGIES	000445			01 05/19/2008	110-6047-512.50-02	VENDOR TOTAL * ACURITE LINE TEST	310.00 450.00	
0000009	ACE HARDWARE						VENDOR TOTAL *	450.00	
254058	001112				01 05/19/2008	110-2008-413.40-31	NUTS/BOLTS/SCREWS	1.42	
254052	001113				01 05/19/2008	110-2008-413.40-31	NUTS/BOLTS/SCREWS	2.70	
253802	000265				01 05/19/2008	110-4020-422.40-98	INSECT REPELLENT/LIGHT	11.05	
253745	000758				01 05/19/2008	110-4020-422.50-01	NUTS/BOLTS/SCREWS	11.90	
253660	000762				01 05/19/2008	110-4020-422.50-01	FENCE INSTALLMENT	25.36	
253853	000266				01 05/19/2008	110-4025-424.40-98	TAPE RULE	8.99	
253470	000764				01 05/19/2008	110-5030-421.50-01	TOILET REPAIR	14.39	
253475	000766				01 05/19/2008	110-5030-421.50-01	LOCK REPAIR	11.68	
253611	000208				01 05/19/2008	110-6044-435.40-53	SMALL BLADES	13.99	
253725	000209				01 05/19/2008	110-6044-435.40-53	HACK SAW	11.24	
253847	000267				01 05/19/2008	110-6044-435.40-98	LOCK EASE	3.14	
253855	000759				01 05/19/2008	110-6046-418.50-01	ANT TRAPS	3.14	
253602	000760				01 05/19/2008	110-6046-418.50-01	WAX RING	5.02	
253582	000761				01 05/19/2008	110-6046-418.40-98	TOOL	10.49	
253448	000763				01 05/19/2008	110-6046-418.50-01	MOUNT SHELVING	8.34	
253464	000765				01 05/19/2008	110-6046-418.50-01	TOILET REPAIR	7.00	
0016878 820382	ACE INDUSTRIAL SUPPLY, INC	000923			01 05/19/2008	110-6047-512.40-53	VENDOR TOTAL * SHOP TOOLS	149.85 190.90	
0010266 1281140189	ACME TRUCK BRAKE & SUPPLY	000924			01 05/19/2008	110-6047-512.50-16	VENDOR TOTAL * TRK/PARTS PW15	190.90 16.10	
0002416 9818	ADDISON AUTO INTERIORS	000458			01 05/19/2008	110-6047-512.50-20	VENDOR TOTAL * SEAT REPAIR/F-2	16.10 135.00	
0007385 F2HE0801 F2RC9501 E4JR8601	ADI						VENDOR TOTAL * CAMERAS PELCO CAMERA BATTERIES	135.00 1,211.93 82.99 25.98	
0005840 151B,115B,122B 000431	ADVENT SYSTEMS, INC.				01 05/19/2008	110-0000-331.07-00	VENDOR TOTAL * VEHICLE STICKER REFUND	1,320.90 270.00	
0014376	AEREX PEST CONTROL						VENDOR TOTAL *	270.00	

VENDOR NAME	VOUCHER NO	P.O. NO	BANK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
AEREX PEST CONTROL	000752		01	05/19/2008	110-4020-422.50-01	PEST CONTROL	20.00	
	000753		01	05/19/2008	110-4020-422.50-01	PEST CONTROL	30.00	
	000750		01	05/19/2008	110-5030-421.30-98	PEST CONTROL	40.00	
	000754		01	05/19/2008	110-6046-418.50-01	PEST CONTROL	50.00	
	000755		01	05/19/2008	110-6046-418.50-01	PEST CONTROL	40.00	
	000751		01	05/19/2008	110-7060-451.50-01	PEST CONTROL	20.00	
	000756		01	05/19/2008	110-7060-451.50-01	PEST CONTROL	25.00	
	000757		01	05/19/2008	110-7060-451.50-01	PEST CONTROL	80.00	
VENDOR TOTAL *							305.00	
AIR ONE EQUIPMENT, INC.	001104		01	05/19/2008	110-4020-422.30-98	AIR TESTING	540.00	
VENDOR TOTAL *							540.00	
AIRGAS NORTH CENTRAL	001119		01	05/19/2008	110-6047-512.40-98	SUPPLIES	144.82	
VENDOR TOTAL *							144.82	
ALEXANDER EQUIPMENT CO INC	000252		01	05/19/2008	110-6043-434.50-08	CABLING SUPPLIES	727.65	
	000890		01	05/19/2008	110-6043-434.50-08	CABLING SUPPLIES	24.50	
	000253		01	05/19/2008	110-6047-512.50-16	BOLTS	186.40	
	000889		01	05/19/2008	110-6047-512.50-16	TRK/PARTS PW80	442.25	
VENDOR TOTAL *							1,380.80	
ALLIANCE PLUMBING	000657		01	05/19/2008	110-4025-424.30-12	PLUMBING INSPECTIONS	3,037.44	
VENDOR TOTAL *							3,037.44	
ALLIED WASTE SERVICES #551	001041		01	05/19/2008	110-6045-441.30-65	REFUSE COLLECTION	194,087.09	
	001042		01	05/19/2008	110-6045-441.30-83	REFUSE COLLECTION	40,443.00	
	002273009		01	05/19/2008	110-6045-441.30-65	RUBBISH COLLECTION	1,848.00	
VENDOR TOTAL *							236,378.09	
ALMAGUER, VICTOR	000886		01	05/19/2008	110-5030-421.60-05	EXPENSE REIMBURSEMENT	97.07	
VENDOR TOTAL *							97.07	
ALPINE SAP INC	000737		01	05/19/2008	510-6050-501.30-52	RPZ TRESTING	2,196.00	
	000738		01	05/19/2008	510-6050-501.30-52	RPZ TRESTING	1,891.00	
VENDOR TOTAL *							4,087.00	
ALTEC INDUSTRIES, INC.	000444		01	05/19/2008	110-6047-512.50-16	TRK/PARTS PW14	22.18	
VENDOR TOTAL *							22.18	
AMERICAN CHARGE SERVICE							22.18	

BANK: 01

VENDOR NAME	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
AMERICAN CHARGE SERVICE	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	198.20	
05/06/2008 000862			18.40	
05/06/2008 000863	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC		
		VENDOR TOTAL *	216.60	
AMERIGAS - PALATINE	110-6047-512.40-98	SUPPLIES	116.18	
0013022 5356-397785A 000871			116.18	
		VENDOR TOTAL *	116.18	
ANDERSON ELEVATOR CO	110-6046-418.30-25	BI-ANNUAL INSPECTIONS	75.00	
82581 000823	110-7060-451.50-01	BI-ANNUAL INSPECTIONS	150.00	
82581 000822	530-0088-503.30-25	BI-ANNUAL INSPECTIONS	225.00	
82581 000821			450.00	
		VENDOR TOTAL *	450.00	
ANDERSON LOCK	110-4020-422.50-01	DOOR REPAIR	233.40	
0000035 549119 000834	110-5030-421.50-01	RE-KEY LOCK	30.00	
548225 000835	110-6046-418.50-01	DOOR LOCK	438.75	
0541732 000832	530-0088-503.50-14	DOOR REPAIR	690.53	
7004786 000833			1,392.68	
		VENDOR TOTAL *	1,392.68	
ANI SAFETY, INC	110-5030-421.40-98	SUPPLIES	171.00	
0000730 250922 000913			171.00	
		VENDOR TOTAL *	171.00	
ANTIOCH BRASS QUINTET	110-0094-454.60-32	MEMORIAL DAY PARADE	1,150.00	
0008989 05/26/2008 000717			1,150.00	
		VENDOR TOTAL *	1,150.00	
ARCHER COMPANY, LLC	110-2007-413.30-52	JOB EVALUATIONS	990.00	
0013917 COL-617-08 000989			990.00	
		VENDOR TOTAL *	990.00	
ARMOR SYSTEMS CORPORATION	530-0088-503.30-09	CODE ENFORCE COLLECTIONS	15.00	
0012722 2157 001049	530-0088-503.30-09	PARKING COLLECTIONS	1,366.43	
1601 001050			1,381.43	
		VENDOR TOTAL *	1,381.43	
ARQUETTE, ROBERT H	110-6040-431.60-37	CDL REIMBURSEMENT	50.00	
0007532 05/08/2008 000990			50.00	
		VENDOR TOTAL *	50.00	
ARROW UNIFORM	110-6041-432.40-62	UNIFORM SUPPLIES	101.23	
0000039 06-267457 000372	110-6041-432.40-62	UNIFORM SUPPLIES	168.18	
06-270369 001114	510-6052-501.40-62	UNIFORM SUPPLIES	101.22	
06-267457 000373	510-6052-501.40-62	UNIFORM SUPPLIES	168.17	
06-270369 001115			538.80	
		VENDOR TOTAL *	538.80	

ARROWHEAD SCIENTIFIC, INC

PREPARED 05/12/2008, 9:50:31
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 05/19/2008 CHECK DATE: 05/22/2008

BANK: 01

VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BANK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
ARROWHEAD SCIENTIFIC, INC	000847			01	05/19/2008	110-5030-421.40-98	EVIDENCE SUPPLIES	209.97	
ASFPM	000897			01	05/19/2008	110-6040-431.60-37	MEMBERSHIP	209.97	
AT & T MOBILITY				01	05/19/2008	110-4020-422.30-75	MONTHLY PHONE	50.00	
				01	05/19/2008	110-5030-421.30-75	MONTHLY PHONE	20.20	
				01	05/19/2008	110-5030-421.30-75	MONTHLY PHONE	44.21	
AT&T				01	05/19/2008	110-1001-411.30-75	MONTHLY PHONE	64.41	
				01	05/19/2008	110-1001-411.30-75	MONTHLY PHONE	12.66	
				01	05/19/2008	110-1001-411.30-75	MONTHLY PHONE	87.96	
				01	05/19/2008	110-2008-413.30-98	MONTHLY PHONE	225.81	
				01	05/19/2008	110-2008-413.30-98	MONTHLY PHONE	225.81	
				01	05/19/2008	110-2008-413.30-98	MONTHLY PHONE	230.65	
				01	05/19/2008	110-4020-422.30-75	MONTHLY PHONE	86.83	
				01	05/19/2008	110-4020-422.30-75	MONTHLY PHONE	86.83	
				01	05/19/2008	110-4020-422.30-75	MONTHLY PHONE	86.83	
				01	05/19/2008	110-4020-422.30-75	MONTHLY PHONE	107.34	
				01	05/19/2008	110-4020-422.30-75	MONTHLY PHONE	96.25	
				01	05/19/2008	110-4020-422.30-75	MONTHLY PHONE	107.34	
				01	05/19/2008	110-5030-421.30-75	MONTHLY PHONE	35.90	
				01	05/19/2008	110-5030-421.30-75	MONTHLY PHONE	29.52	
				01	05/19/2008	110-5030-421.30-75	MONTHLY PHONE	86.83	
				01	05/19/2008	110-6040-431.30-75	MONTHLY PHONE	240.98	
				01	05/19/2008	110-6040-431.30-75	MONTHLY PHONE	109.25	
				01	05/19/2008	110-6040-431.30-75	MONTHLY PHONE	85.51	
				01	05/19/2008	110-6040-431.30-75	MONTHLY PHONE	79.96	
				01	05/19/2008	110-6040-431.30-75	MONTHLY PHONE	87.96	
				01	05/19/2008	110-6040-431.30-75	MONTHLY PHONE	1,156.80	
				01	05/19/2008	110-6046-418.50-01	MONTHLY PHONE	82.26	
				01	05/19/2008	110-6046-418.50-01	MONTHLY PHONE	82.26	
				01	05/19/2008	110-7060-451.30-98	MONTHLY PHONE	86.83	
				01	05/19/2008	510-6052-501.30-75	MONTHLY PHONE	193.73	
				01	05/19/2008	510-6052-501.30-75	MONTHLY PHONE	578.41	
				01	05/19/2008	510-6055-502.30-75	MONTHLY PHONE	107.34	
				01	05/19/2008	510-6055-502.30-75	MONTHLY PHONE	81.40	
				01	05/19/2008	510-6055-502.30-75	MONTHLY PHONE	12.67	
				01	05/19/2008	510-6055-502.30-75	MONTHLY PHONE	578.41	
GLOBAL SERVICES, INC				01	05/19/2008	110-2008-413.50-25	DESK PHONES	5,070.33	
AT&T				01	05/19/2008			849.40	
ATOMIC TRANSMISSIONS				01	05/19/2008			849.40	

VENDOR TOTAL *
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INVOICE NO	VENDOR NAME	VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0010170 74986	ATOMIC TRANSMISSIONS	000645		01 05/19/2008	110-6047-512.50-02	TRANSMISSION REBUILT	1,545.00	
						VENDOR TOTAL *	1,545.00	
0016407 55458	B SHACKMAN COMPANY	000464		01 05/19/2008	110-7060-451.40-43	ITEMS FOR RESALE	36.00	
						VENDOR TOTAL *	36.00	
0006353 04/21-04/24/08	BAADER, MARK W	000686		01 05/19/2008	510-6050-501.60-11	EXPENSE REIMBURSEMENT	456.12	
						VENDOR TOTAL *	456.12	
0017160 20137	BACON, PATRICK	000429		01 05/19/2008	110-0000-331.07-00	VEHICLE STICKER REFUND	18.00	
						VENDOR TOTAL *	18.00	
0013570 4/28/08	BANE, WILLIAM	001926		01 05/01/2008	110-6040-431.60-37	CDL REIMBURSEMENT	116577	50.00
						VENDOR TOTAL *	.00	50.00
0016529 9257968001	BARNES DISTRIBUTION	000441		01 05/19/2008	110-6047-512.50-16	TRK/PARTS PW32	51.22	
						NUTS/BOLTS	202.99	
						TOOLS	111.59	
						TRK/PARTS PW32	175.12	
						VENDOR TOTAL *	540.92	
0008569 288-122222	BATTERIES PLUS - 288	000282		01 05/19/2008	510-6056-502.50-08	BATTERY PACK REPAIR	26.99	
						VENDOR TOTAL *	26.99	
0012081 0133623	BAXTER AND WOODMAN ENGIN	000736		01 05/19/2008	510-6050-501.30-26	SCADA SYSTEM ASSESSMENT	1,440.00	
						VENDOR TOTAL *	1,440.00	
0000060 04/26-04/30/08	BERGHEGER, BRIAN	000788		01 05/05/2008	110-7060-451.60-11	EXPENSE REIMBURSEMENT	116582	1,193.09
						VENDOR TOTAL *	.00	1,193.09
0000059 04/18-04/30/08	BERGHEGER, BRIAN-PETTY CASH	000789		01 05/05/2008	110-7060-451.60-42	PETTY CASH REIMBURSEMENT	116583	280.00
						VENDOR TOTAL *	.00	280.00
0000728 05/01/2008	BERRY, SUZANNE	000699		01 05/19/2008	110-5030-421.60-05	EXPENSE REIMBURSEMENT	25.25	
						EXPENSE REIMBURSEMENT	11.74	
						VENDOR TOTAL *	36.99	

PREPARED 05/12/2008, 9:50:31 EXPENDITURE APPROVAL LIST
 PROGRAM: GM339L AS OF: 05/19/2008 CHECK DATE: 05/22/2008
 CITY OF ELMHURST, ILLINOIS
 CITY BANK: 01

VENDOR NAME	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0016094 BISHOP, DAN	110-5030-421.60-05	EXPENSE REIMBURSEMENT	10.10	
04/25/2008 000705			7.43	
04/25/2008 000706	110-5030-421.60-11	EXPENSE REIMBURSEMENT		
0007169 BLACK & DECKER, USPTG	110-6046-418.40-98	TOOL REPAIR	17.53	
14681789 000804			101.00	
0013493 BRADNER SMITH & COMPANY	110-4020-422.60-43	PAPER SUPPLIES	101.00	
363316 000268	110-4020-422.60-43	PAPER SUPPLIES	859.94	
363699 001101			969.72	
0001899 BRISTOL HOSE & FITTING MAIN WAREHOUSE	110-6043-434.50-08	HYDROSEEDER REPAIR	1,829.66	
00184891 000261	110-6043-434.50-08	HYDROSEEDER REPAIR	22.41	
00184670 000262	110-6043-434.50-08	HYDROSEEDER REPAIR	138.23	
00186317 000436	110-6047-512.50-16	TRK/PARTS F-2	32.00	
00186267 000437	110-6047-512.50-16	TRK/PARTS PW88	44.66	
00185555 000438	110-6047-512.50-16	TRK/PARTS PW7	19.24	
00185560 000439	110-6047-512.50-16	FITTINGS	62.38	
00186523 000926	110-6047-512.50-16	TRK/PARTS F-3	5.99	
00186587 000927	110-6047-512.50-16	STOCK	10.37	
0007057 BROADCAST PRODUCTION SERVICES INC	110-0086-453.30-52	CATV PROF SVCS	335.28	
04/17-04/30/08 000734			1,033.50	
0009274 BUKOWSKI, GREGORY T	110-0000-331.07-00	VEHICLE STICKER REFUND	1,033.50	
21928 000430			27.00	
0000084 BURGIN, DENNIS	110-0086-453.30-52	DVD'S	27.00	
04/25/2008 000695			176.00	
04/17-04/30/08 000733	110-0086-453.30-52	CATV PROF SVCS	1,772.25	
0004296 CANTEEN CORP	110-6046-418.40-98	VENDING MACHINE REFILL	1,948.25	
314045 000689	110-6046-418.40-98	VENDING MACHINE REFILL	46.07	
314376 001097			51.97	
0016613 CARPET CRAFTS, INC.	110-4020-422.50-01	CARPET INSTALLATION	98.04	
03/20/2008 000826			443.27	
0014468 CARVER MILITARY ACADEMY	110-0094-454.60-32	MEMORIAL DAY PARADE	443.27	
05/26/2008 000722			600.00	

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INVOICE NO	VENDOR NAME	VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0014468	CARVER MILITARY ACADEMY							
0008716	CASE LOTS INC.					VENDOR TOTAL *	600.00	
005661	01 05/19/2008	001936			110-2006-413.40-33	SUPPLIES	168.80	
005661	01 05/19/2008	001937			110-6046-418.40-24	SUPPLIES	149.70	
005734	01 05/19/2008	000598			110-6046-418.40-24	SUPPLIES	397.95	
0011598	CASTO, MATTHEW					VENDOR TOTAL *	716.45	
24746	000424				110-0000-331.07-00	VEHICLE STICKER REFUND	18.00	
0013254	CCP INDUSTRIES INC.					VENDOR TOTAL *	18.00	
IN00034851	01 05/19/2008	000251			110-5030-421.40-98	SUPPLIES	279.22	
0011925	CDC ENTERPRISES INC.					VENDOR TOTAL *	279.22	
200800142	01 05/19/2008	000739			110-6041-432.50-01	SCADA PC PROGRAMMING	330.00	
200800142	01 05/19/2008	000740			510-6051-501.50-04	SCADA PC PROGRAMMING	770.00	
0016322	CEASAR, ADAM					VENDOR TOTAL *	1,100.00	
04/17-04/30/08	000691				110-0086-453.30-52	CATV PROF SVCS	49.50	
0006337	CEMES, ELBERTA					VENDOR TOTAL *	49.50	
JAN-DEC 2007	000469				110-0000-313.03-03	UTILITY TAX REBATE	10.36	
JAN-DEC 2007	000470				110-0000-313.01-01	UTILITY TAX REBATE	8.04	
JAN-DEC 2007	000471				110-0000-313.02-02	UTILITY TAX REBATE	5.64	
0012836	CERTIFIED FLEET SERVICES, INC					VENDOR TOTAL *	24.04	
S11525	000434				110-6047-512.50-16	TRK/PARTS F-2	185.15	
S11534	000435				110-6047-512.50-16	TRK/PARTS F-2	324.88	
0008467	CERTIFIED LABORATORIES					VENDOR TOTAL *	510.03	
383963	000870				510-6052-501.40-23	HYDRANTS	334.18	
0014291	CERTIFION CORPORATION-ENTERSECT					VENDOR TOTAL *	334.18	
14072	000845				110-5030-421.30-98	MONTHLY FEE	84.95	
0003217	CHICAGO HIGHLANDERS PIPE BAND					VENDOR TOTAL *	84.95	
05/26/2008	000727				110-0094-454.60-32	MEMORIAL DAY PARADE	1,300.00	
0014200	CHICAGO INTERNATIONAL TRUCKS, LLC					VENDOR TOTAL *	1,300.00	

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VENDOR INVOICE NO	VENDOR NAME	VOUCHER P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0014200	CHICAGO INTERNATIONAL TRUCKS, LLC						
102026354	000914	01	05/19/2008	110-6047-512.50-16	TRK/PARTS PW14	245.86	
0014402	CHICAGO PARTS & SOUND LLC				VENDOR TOTAL *	245.86	
273384	000928	01	05/19/2008	110-6047-512.50-16	TRK/PARTS F-13	191.92	
0014467	CHICAGO PIPE BAND				VENDOR TOTAL *	191.92	
05/26/2008	000728	01	05/19/2008	110-0094-454.60-32	MEMORIAL DAY PARADE	900.00	
0015409	CHICAGO SYMPHONIC WIND ENSEMBLE				VENDOR TOTAL *	900.00	
05/26/2008	000718	01	05/19/2008	110-0094-454.60-32	MEMORIAL DAY PARADE	1,700.00	
0000104	CHICAGO TRIBUNE				VENDOR TOTAL *	1,700.00	
472429002	001064	01	05/19/2008	110-1003-412.60-42	EMPLOYMENT AD	150.00	
472429001	001065	01	05/19/2008	110-1003-412.60-42	EMPLOYMENT AD	850.00	
0017177	CHRISTUS, ATHENA M.				VENDOR TOTAL *	1,000.00	
24268	000895	01	05/19/2008	110-0000-331.07-00	VEHICLE STICKER REFUND	36.00	
1127	000896	01	05/19/2008	530-0000-341.50-00	PARKING PASS REFUND	50.00	
0012699	CINTAS FIRST AID & SAFETY				VENDOR TOTAL *	86.00	
0343488567	000296	01	05/19/2008	110-4020-422.40-98	SUPPLIES	35.71	
0343488567	000297	01	05/19/2008	110-6041-432.40-98	SUPPLIES	35.71	
0343488567	000298	01	05/19/2008	110-6043-434.40-98	SUPPLIES	35.71	
0343488567	000299	01	05/19/2008	110-6044-435.40-98	SUPPLIES	35.71	
0343488567	000300	01	05/19/2008	510-6052-501.40-98	SUPPLIES	35.72	
0017186	CITY BUILDERS CONTRACTORS				VENDOR TOTAL *	178.56	
04/24/2008	001054	01	05/19/2008	110-4020-422.50-01	MASONRY WORK	5,600.00	
0000112	COCA-COLA ENT LAKESHORE DIV.				VENDOR TOTAL *	5,600.00	
0348169015	000181	01	05/19/2008	110-1001-411.60-98	VENDING MACHINE REFILL	92.10	
0000114	COM ED				VENDOR TOTAL *	92.10	
8409121006	000807	01	05/19/2008	110-4022-423.30-24	MONTHLY ELECTRIC	20.83	
6983225007	000809	01	05/19/2008	110-4022-423.30-24	MONTHLY ELECTRIC	20.76	
8327608004	000860	01	05/19/2008	110-4022-423.30-24	MONTHLY ELECTRIC	23.21	
46110-19002	000250	01	05/19/2008	110-6044-435.30-24	MONTHLY ELECTRIC	814.58	
8745264008	000576	01	05/19/2008	110-6044-435.30-24	MONTHLY ELECTRIC	14.17	
8745266002	000577	01	05/19/2008	110-6044-435.30-24	MONTHLY ELECTRIC	14.17	

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INVOICE NO	VENDOR NAME	VOUCHER NO	P.O. NO	BNK NO	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0000114	COM ED								
8745265005	000578	01			05/19/2008	110-6044-435-30-24	MONTHLY ELECTRIC	36.67	
8234047019	000579	01			05/19/2008	110-6044-435-30-24	MONTHLY ELECTRIC	49.42	
8634040009	000580	01			05/19/2008	110-6044-435-30-24	MONTHLY ELECTRIC	14.92	
8577601004	000581	01			05/19/2008	110-6044-435-30-24	MONTHLY ELECTRIC	14.17	
8661049027	000582	01			05/19/2008	110-6044-435-30-24	MONTHLY ELECTRIC	19.87	
0323144010	000583	01			05/19/2008	110-6044-435-30-24	MONTHLY ELECTRIC	51.78	
0114017015	000584	01			05/19/2008	110-6044-435-30-24	MONTHLY ELECTRIC	224.36	
0477145001	000585	01			05/19/2008	110-6044-435-30-24	MONTHLY ELECTRIC	108.05	
1843000001	000586	01			05/19/2008	110-6044-435-30-24	MONTHLY ELECTRIC	18.06	
7065190004	000588	01			05/19/2008	110-6044-435-30-24	MONTHLY ELECTRIC	239.20	
6563745019	000808	01			05/19/2008	110-6044-435-30-24	MONTHLY ELECTRIC	21.81	
8256051035	000810	01			05/19/2008	110-6044-435-30-24	MONTHLY ELECTRIC	27.68	
1459073058	000811	01			05/19/2008	110-6044-435-30-24	MONTHLY ELECTRIC	88.20	
6563742009	000812	01			05/19/2008	110-6044-435-30-24	MONTHLY ELECTRIC	50.63	
6563743015	000813	01			05/19/2008	110-6044-435-30-24	MONTHLY ELECTRIC	45.39	
6563744012	000814	01			05/19/2008	110-6044-435-30-24	MONTHLY ELECTRIC	33.13	
6897272003	000815	01			05/19/2008	110-6044-435-30-24	MONTHLY ELECTRIC	115.48	
6981441003	000816	01			05/19/2008	110-6044-435-30-24	MONTHLY ELECTRIC	253.07	
8157271002	000817	01			05/19/2008	110-6044-435-30-24	MONTHLY ELECTRIC	281.25	
8075341005	000859	01			05/19/2008	110-6044-435-30-24	MONTHLY ELECTRIC	19.87	
8577587009	000861	01			05/19/2008	110-6044-435-30-24	MONTHLY ELECTRIC	14.17	
28390-56005	001010	01			05/19/2008	110-6044-435-30-24	MONTHLY ELECTRIC	12,020.43	
0833090001	001082	01			05/19/2008	110-6044-435-30-24	MONTHLY ELECTRIC	19.87	
8661158012	000575	01			05/19/2008	110-6046-418-30-24	MONTHLY ELECTRIC	59.61	
8745412004	000587	01			05/19/2008	530-0088-503-30-24	MONTHLY ELECTRIC	65.22	
0009478	COMMUNICATION REVOLVING FUND						VENDOR TOTAL *	14,800.03	
T0831857	000844	01			05/19/2008	110-5030-421-30-27	LEASED CIRCUIT	877.39	
0017175	CONNERS-YARUS, JULIE						VENDOR TOTAL *	877.39	
05/05/2008	000858	01			05/07/2008	530-0000-341.50-00	PARKING PERMIT REFUND	116602	18.18
0017156	CORRADO, DANIEL						VENDOR TOTAL *	.00	18.18
10892	000425	01			05/19/2008	110-0000-331.07-00	VEHICLE STICKER REFUND	36.00	
0015410	COSTELLO, BRIAN						VENDOR TOTAL *	36.00	
05/26/2008	000715	01			05/19/2008	110-0094-454.60-32	MEMORIAL DAY PARADE	150.00	
0000131	CUES						VENDOR TOTAL *	150.00	
284571	000280	01			05/19/2008	510-6056-502.40-98	BULBS	244.84	
285146	000281	01			05/19/2008	510-6056-502.40-98	TV CAMERA REPAIR	424.40	
0010533	DALAL, NAIM						VENDOR TOTAL *	669.24	

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INVOICE NO	VENDOR NAME	VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0010533	DALAL, NAIM	000714		01 05/19/2008	110-0000-115.07-01	PARKING TICKET REFUND	50.00	
60107662								
0015276	DAVID KING & ASSOCIATES, INC.	000866		01 05/19/2008	110-6046-418.60-69	PROPERTY MANAGEMENT SVCS	50.00	
3084		001053		01 05/19/2008	110-6046-418.60-69	MANAGEMENT FEES	137.83	
3093		001052		01 05/19/2008	310-0089-461.30-52	MANAGEMENT FEES	1,805.01	
3094							1,000.00	
0006182	DELTA SONIC	001127		01 05/19/2008	110-6047-512.50-16	CAR WASHES	2,942.84	
5184143							372.04	
0011759	DICIANNI GRAPHICS	000638		01 05/19/2008	110-0083-443.60-85	POCKET PALS/MAILING COST/	372.04	
11324							1,147.11	
0013732	DILLON REPORTING SERVICE	000423		01 05/19/2008	110-0081-415.30-13	REPORTING SVCS	1,147.11	
C-2063							300.00	
0015864	DIRECTIONS TRAINING CENTER	000652		01 05/19/2008	110-2007-413.30-52	TRAINING CLASSES	300.00	
2631433B							7,250.00	
0010805	DISPATCH AUTOMOTIVE INC	000916		01 05/19/2008	110-6047-512.50-16	STARTER/PW122	7,250.00	
182224							138.00	
0005777	DOWN UNDER CONSTRUCTION	000602		01 05/19/2008	110-6041-432.30-55	REAR YARD DRAIN PROJECT	138.00	
08-0414-1							630.00	
0000624	DUPAGE CNTY CLERK	000176		01 05/19/2008	110-5030-421.60-37	NOTARY CERTIFICATE	630.00	
J A MCKEOWN		000214		01 05/19/2008	110-5030-421.60-37	NOTARY CERTIFICATE	10.00	
S DUFFY		000991		01 05/19/2008	110-5030-421.60-37	NOTARY CERTIFICATE	10.00	
T. WESTERING							10.00	
0001865	DUPAGE COUNTY	000883		01 05/19/2008	110-5030-421.30-27	MONTHLY FEE	30.00	
4839							250.00	
0000160	DUPAGE COUNTY COLLECTOR	000303		01 05/19/2008	310-0000-202.02-00	RE/TAX 238 N YORK	250.00	
06-02-207-004		000304		01 05/19/2008	310-0000-202.02-00	RE/TAX 242 N YORK	2,595.17	
6-02-207-015		000305		01 05/19/2008	310-0000-202.02-00	RE/TAX 236 N YORK	19,160.84	
06-02-207-005		000891		01 05/19/2008	530-0088-503.30-59	RE TAXES	2,072.85	
06-12-120-009							1,261.95	

PREPARED 05/12/2008, 9:50:31 EXPENDITURE APPROVAL LIST
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 CITY OF ELMHURST, ILLINOIS
 CITY BANK: 01

INVOICE NO	VENDOR NAME	VOUCHER NO	P.O. NO	BNK NO	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0000160	DUPAGE COUNTY COLLECTOR	01	000892	01	05/19/2008	530-0088-503.30-59	RE TAXES	1,261.95	
0000161	DUPAGE COUNTY RECORDER	01	000867	01	05/19/2008	110-1001-411.30-54	RECORDING SVCS	26,352.76	
0000165	DUPAGE MAYORS & MANAGERS CONFERENCE	01	000422	01	05/19/2008	110-1001-411.60-37	MEMBERSHIP	36,776.40	
5260		01	000749	01	05/19/2008	110-1001-411.60-37	FY 08-09 DEBT SVC ASSESS	7,031.52	
5229		01		01				43,807.92	
0000167	DUPAGE TOPSOIL INC	01	000887	01	05/19/2008	110-6043-434.40-59	TOPSOIL	260.00	
026307		01	000888	01	05/19/2008	110-6043-434.40-59	TOPSOIL	780.00	
026417		01		01				1,040.00	
0000169	DUPAGE WATER COMMISSION	01	000635	01	05/19/2008	510-6050-501.90-90	FIXED COST ASSESSMENT	29,974.51	
7682		01	000634	01	05/19/2008	510-6051-501.30-20	WATER CONSUMPTION	122,129.28	
7682		01		01				152,103.79	
0009586	DUTCH VALLEY LANDSCAPING INC	01	001045	01	05/19/2008	110-6043-434.30-78	LEAF DISPOSAL	4,320.00	
13935		01		01				4,320.00	
0009707	E J EQUIPMENT INC	01	000279	01	05/19/2008	510-6056-502.40-98	TV CAMERA REPAIR	291.50	
0027874		01		01				291.50	
0000644	E K INDUSTRIES INC	01	000681	01	05/19/2008	510-6052-501.50-18	ACETATE BUFFER	865.95	
851436		01		01				865.95	
0017069	E M C	01	000786	01	05/05/2008	110-2007-413.20-09	RESCUE CLASS	116581	
26299-A		01	000787	01	05/05/2008	110-2007-413.20-09	RESCUE CLASS	116581	
26368		01		01				390.00	
0014731	ECS	01	001058	01	05/19/2008	110-1001-411.20-07	ADMIN FEES	.48	
420 0408		01	001056	01	05/19/2008	110-4020-422.20-07	ADMIN FEES	830.00	
420 0408		01	001059	01	05/19/2008	110-4020-422.20-07	ADMIN FEES	25.68	
420 0408		01	001060	01	05/19/2008	110-5030-421.20-07	ADMIN FEES	25.80	
420 0408		01	001057	01	05/19/2008	110-6040-431.20-07	ADMIN FEES	570.00	
420 0408		01	001061	01	05/19/2008	110-6040-431.20-07	ADMIN FEES	49.68	
420 0408		01	001062	01	05/19/2008	510-6050-501.20-07	ADMIN FEES	3.24	
420 0408		01	001063	01	05/19/2008	510-6055-502.20-07	ADMIN FEES	15.12	

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INVOICE NO	VENDOR NAME	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0014731	ECS								
0000176	ELMHURST CAMERA IMAGE CENTER	000286		01	05/19/2008	510-6052-501.40-98	BATTERIES/CAMERA CASE	1,520.00	
985964								18.93	
0017159	ELMHURST CHICAGO STONE CO.	000428		01	05/19/2008	110-0000-331.07-00	VEHICLE STICKER REFUND	18.93	
16088								90.00	
0014621	ELMHURST CLAIMS ACCOUNT - CLAIM SVC	000622		01	05/19/2008	110-4020-422.20-07	SELF INSURED LOSS FUND	90.00	
7504366944		000623		01	05/19/2008	110-4020-422.20-07	SELF INSURED LOSS FUND	219.90	
7504366944		000624		01	05/19/2008	110-5030-421.20-07	SELF INSURED LOSS FUND	21.23	
7504366944		000792		01	05/06/2008	110-5030-421.20-07	SELF INSURED LOSS FUND	773.35	
7504366944		000624		01	05/19/2008	110-6040-431.20-07	SELF INSURED LOSS FUND	116586	CHECK #: 2,196.69
7504366944		000793		01	05/06/2008	110-6040-431.20-07	SELF INSURED LOSS FUND	2,196.69	CHECK #: 1,976.88
7504366944		000625		01	05/19/2008	510-6055-502.20-07	SELF INSURED LOSS FUND	1,650.00	CHECK #: 1,958.60
7504366944		000794		01	05/06/2008	510-6055-502.20-07	SELF INSURED LOSS FUND	1,650.00	CHECK #: 1,958.60
0014698	ELMHURST CLAIMS ACCT (ALTERNATIVE)	000627		01	05/19/2008	110-0082-416.60-02	SELF INSURED LOSS FUND	4,861.17	
7504366944		000628		01	05/19/2008	110-0082-416.60-28	SELF INSURED LOSS FUND	5,111.65	
7504366944								8,116.93	
0005791	ELMHURST FORD	000421		01	05/19/2008	110-6047-512.50-16	TRK/PARTS PW39	20.72	
094519								13,228.58	
0015836	ELMHURST INDEPENDENT	000747		01	05/19/2008	110-0094-454.60-98	AD	20.72	
647115		000878		01	05/19/2008	110-7060-451.60-98	ADVERTISING	795.00	
647118								577.50	
0010298	ELMHURST LINCOLN MERCURY	001938		01	05/19/2008	110-6047-512.50-16	PARTS/SUPPLIES	1,372.50	
425231		000415		01	05/19/2008	110-6047-512.50-16	TRK/PARTS PW2	234.00	
424891		000416		01	05/19/2008	110-6047-512.50-16	TRK/PARTS PW61	7.98	
425310		000417		01	05/19/2008	110-6047-512.50-16	TRK/PARTS PD-8	29.59	
425374		000418		01	05/19/2008	110-6047-512.50-16	AUTO/PARTS E-27	30.03	
425209		000419		01	05/19/2008	110-6047-512.50-16	AUTO/PARTS E-16	20.55	
425381		000420		01	05/19/2008	110-6047-512.50-16	STOCK	90.55	
425221		000962		01	05/19/2008	110-6047-512.50-16	AUTO/PARTS E-20	20.70	
425426								48.22	
0013722	ELMHURST MEMORIAL OCCUPATIONAL	000197		01	05/19/2008	110-2007-413.30-47	DRUG SCREEN	481.62	
45107								290.00	

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 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 AS OF: 05/19/2008 CHECK DATE: 05/22/2008
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INVOICE NO	VENDOR NAME	VOUCHER NO	P.O. NO	BNK NO	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0013722	ELMHURST MEMORIAL OCCUPATIONAL								
0006396	ELMHURST PARTY TENTS	000729		01	05/19/2008	110-0094-454.60-32	MEMORIAL DAY PARADE/TENTS	120.00	
							VENDOR TOTAL *	120.00	
0000195	ENGINEMASTERS, INC								
60445		000413		01	05/19/2008	110-6047-512.50-16	TRK/PARTS PW122	89.92	
60470		000414		01	05/19/2008	110-6047-512.50-16	TRK/PARTS PW122	163.40	
							VENDOR TOTAL *	253.32	
0017007	FACILITY SOLUTIONS GROUP								
7126432-02		001932		01	05/19/2008	110-6044-435.40-26	LAMPS	226.80	
7126533-00		001933		01	05/19/2008	110-6044-435.40-98	BALLASTS/LAMPS	308.57	
1448566-01		001934		01	05/19/2008	110-6044-435.40-98	SUPPLIES	208.00	
1458698-00		000798		01	05/19/2008	110-6046-418.50-01	LAMP	135.00	
							VENDOR TOTAL *	878.37	
0017167	FAVARO, ROBERT B./ELAINE A.								
24393		000713		01	05/19/2008	110-0000-316.00-00	TRANSFER STAMP REFUND	570.00	
							VENDOR TOTAL *	570.00	
0013212	FEDEX								
2-663-81501		000241		01	05/19/2008	110-5030-421.30-49	SHIPPING FEES	64.05	
							VENDOR TOTAL *	64.05	
0014261	FERGUSON ENTERPRISES INC								
1090469		000619		01	05/19/2008	510-6052-501.50-18	GENERATOR REPAIR	26.64	
							VENDOR TOTAL *	26.64	
0000648	FILTER RENU OF ILLINOIS, INC.								
72064		000374		01	05/19/2008	110-6047-512.50-02	FILTERS RENEWED	65.64	
72439		001118		01	05/19/2008	110-6047-512.50-02	FILTERS RENEWED	170.20	
							VENDOR TOTAL *	235.84	
0003370	FIORE COMPANY INC. CHARLES J.								
144451		000254		01	05/19/2008	110-6043-434.30-77	TREE PLANTING	280.00	
							VENDOR TOTAL *	280.00	
0017101	FIRE SERVICE, INC								
25128		000963		01	05/19/2008	110-6047-512.50-16	TRK/PARTS F-2/STOCK	220.16	
							VENDOR TOTAL *	220.16	
0005438	FLEET SAFETY SUPPLY								
44358		000273		01	05/19/2008	110-4020-422.80-06	HOME LIGHTS/NEW VEHICLE	184.45	
44376		000606		01	05/19/2008	110-4020-422.80-06	LIGHTS/CABLE NEW VEHICLE	171.34	
44270		000274		01	05/19/2008	110-5030-421.40-98	LIGHT BARS	30.19	
44351		000275		01	05/19/2008	110-5030-421.40-98	PD-12 REPAIR	47.37	

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VEND NO	INVOICE NO	VENDOR NAME	VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0005438		FLEET SAFETY SUPPLY							
44409		000964	01		05/19/2008	110-5030-421.40-98	LIGHT BAR REPAIR	40.02	
44366		000965	01		05/19/2008	110-5030-421.40-98	LIGHT BAR REPAIR/PD-19	24.30	
0000220		FLESCHE CO INC, GORDON					VENDOR TOTAL *	497.67	
087933		000188	01		05/19/2008	110-1001-411.30-21	COPIER MAINT	59.49	
087933		000189	01		05/19/2008	110-2006-413.30-21	COPIER MAINT	59.49	
088974		000184	01		05/19/2008	110-5030-421.30-21	COPIER MAINT	46.48	
087933		000185	01		05/19/2008	110-5030-421.30-21	COPIER MAINT	502.19	
087933		000190	01		05/19/2008	110-6040-431.30-21	COPIER MAINT	59.49	
087933		000186	01		05/19/2008	510-6050-501.30-21	COPIER MAINT	29.39	
087933		000187	01		05/19/2008	510-6055-502.30-21	COPIER MAINT	29.39	
0003165		FLEXIBLE					VENDOR TOTAL *	785.92	
2481		000203	01		05/19/2008	110-6041-432.40-52	WANDS	635.50	
0005844		FLINK SNOW PLOWS & SPREADERS					VENDOR TOTAL *	635.50	
24871		000411	01		05/19/2008	110-6042-433.50-16	V-BOXES REPAIR	113.90	
25443		000412	01		05/19/2008	110-6042-433.50-16	V-BOXES REPAIR	134.78	
0017147		FORSBERG, MATT					VENDOR TOTAL *	248.68	
933 SPRING		000192	01		05/19/2008	510-6056-502.30-90	SEWER LINE REIMBURSEMENT	590.36	
0010282		FRANCESCA'S AMICI					VENDOR TOTAL *	590.36	
4/24/2008		001925	01		05/01/2008	110-3015-414.60-45	LUNCHEON MEETING	116575	1,343.92
0013847		FRY'S ELECTRONICS, INC.					VENDOR TOTAL *	.00	
3016982		001107	01		05/19/2008	110-2008-413.40-31	ADAPTERS	3.21	
3002804		001108	01		05/19/2008	110-2008-413.40-72	SWITCHES/SCSI CARD/EAR	544.86	
3014003		001130	01		05/19/2008	110-2008-413.40-72	SWITCHES/MONITORS/WALL	1,369.93	
0007214		GALLAGHER AJ, RISK MGMT SVCS INC					VENDOR TOTAL *	1,918.00	
373555		000315	01		05/19/2008	110-1001-411.70-06	INS RENEWAL	6,800.00	
373555		000317	01		05/19/2008	110-1001-411.70-06	INS RENEWAL	11,600.00	
373555		000318	01		05/19/2008	110-1001-411.70-06	INS RENEWAL	7,600.00	
373605		000328	01		05/19/2008	110-1001-411.70-06	INS RENEWAL	26,418.00	
373605		000330	01		05/19/2008	110-1001-411.70-06	INS RENEWAL	45,066.00	
373605		000331	01		05/19/2008	110-1001-411.70-06	INS RENEWAL	29,526.00	
373634		000341	01		05/19/2008	110-1001-411.70-06	INS RENEWAL	6,120.00	
373634		000343	01		05/19/2008	110-1001-411.70-06	INS RENEWAL	10,440.00	
373634		000344	01		05/19/2008	110-1001-411.70-06	INS RENEWAL	6,840.00	
373630		000354	01		05/19/2008	110-1001-411.70-06	INS RENEWAL	99.45	

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0007214	GALLAGHER AJ, RISK MGMT SVCS INC	000356	01	05/19/2008		110-1001-411.70-06	INS RENEWAL	169.65		
373630		000357	01	05/19/2008		110-1001-411.70-06	INS RENEWAL	111.15		
373630		000358	01	05/19/2008		110-1001-411.20-07	INS RENEWAL	221.70		
373627		000370	01	05/19/2008		110-1001-411.70-01	INS RENEWAL	1,509.00		
373555		000308	01	05/19/2008		110-4020-422.70-03	INS RENEWAL	580.00		
373605		000321	01	05/19/2008		110-4020-422.70-03	INS RENEWAL	2,253.30		
373634		000334	01	05/19/2008		110-4020-422.70-03	INS RENEWAL	522.00		
373630		000347	01	05/19/2008		110-4020-422.70-03	INS RENEWAL	8.48		
373613		000359	01	05/19/2008		110-4020-422.20-07	INS RENEWAL	11,861.38		
373554		000366	01	05/19/2008		110-4020-422.70-03	INS RENEWAL	1,296.30		
373555		000307	01	05/19/2008		110-5030-421.70-03	INS RENEWAL	1,160.00		
373605		000320	01	05/19/2008		110-5030-421.70-03	INS RENEWAL	4,506.60		
373634		000333	01	05/19/2008		110-5030-421.70-03	INS RENEWAL	1,044.00		
373630		000346	01	05/19/2008		110-5030-421.70-03	INS RENEWAL	16.97		
373613		000360	01	05/19/2008		110-5030-421.20-07	INS RENEWAL	11,916.81		
373554		000365	01	05/19/2008		110-5030-421.70-03	INS RENEWAL	888.90		
373555		000309	01	05/19/2008		110-6040-431.70-03	INS RENEWAL	2,320.00		
373605		000322	01	05/19/2008		110-6040-431.70-03	INS RENEWAL	9,013.20		
373634		000335	01	05/19/2008		110-6040-431.70-03	INS RENEWAL	2,088.00		
373630		000348	01	05/19/2008		110-6040-431.70-03	INS RENEWAL	33.93		
373613		000361	01	05/19/2008		110-6040-431.20-07	INS RENEWAL	22,946.78		
373554		000367	01	05/19/2008		110-6040-431.70-03	INS RENEWAL	1,481.50		
373555		000306	01	05/19/2008		110-6046-418.70-03	INS RENEWAL	580.00		
373605		000319	01	05/19/2008		110-6046-418.70-03	INS RENEWAL	2,253.30		
373634		000332	01	05/19/2008		110-6046-418.70-03	INS RENEWAL	522.00		
373630		000345	01	05/19/2008		110-6046-418.70-03	INS RENEWAL	8.48		
373554		000364	01	05/19/2008		110-6046-418.70-03	INS RENEWAL	888.90		
373555		000316	01	05/19/2008		110-6047-512.70-04	INS RENEWAL	2,400.00		
373605		000329	01	05/19/2008		110-6047-512.70-04	INS RENEWAL	9,324.00		
373634		000342	01	05/19/2008		110-6047-512.70-04	INS RENEWAL	2,160.00		
373630		000355	01	05/19/2008		110-6047-512.70-04	INS RENEWAL	35.10		
373555		000310	01	05/19/2008		110-7060-451.70-03	INS RENEWAL	580.00		
373605		000323	01	05/19/2008		110-7060-451.70-03	INS RENEWAL	2,253.30		
373634		000336	01	05/19/2008		110-7060-451.70-03	INS RENEWAL	522.00		
373630		000349	01	05/19/2008		110-7060-451.70-03	INS RENEWAL	8.48		
373554		000368	01	05/19/2008		110-7060-451.70-03	INS RENEWAL	296.30		
373613		000362	01	05/19/2008		510-6050-501.20-07	INS RENEWAL	1,496.53		
373555		000311	01	05/19/2008		510-6051-501.70-03	INS RENEWAL	580.00		
373605		000324	01	05/19/2008		510-6051-501.70-03	INS RENEWAL	2,253.30		
373634		000337	01	05/19/2008		510-6051-501.70-03	INS RENEWAL	522.00		
373630		000350	01	05/19/2008		510-6051-501.70-03	INS RENEWAL	8.48		
373555		000312	01	05/19/2008		510-6052-501.70-03	INS RENEWAL	1,740.00		
373605		000325	01	05/19/2008		510-6052-501.70-03	INS RENEWAL	6,759.90		
373634		000338	01	05/19/2008		510-6052-501.70-03	INS RENEWAL	1,566.00		
373630		000351	01	05/19/2008		510-6052-501.70-03	INS RENEWAL	25.45		
373613		000363	01	05/19/2008		510-6055-502.20-07	INS RENEWAL	6,983.80		
373555		000313	01	05/19/2008		510-6056-502.70-03	INS RENEWAL	580.00		
373605		000326	01	05/19/2008		510-6056-502.70-03	INS RENEWAL	2,253.30		

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0007214	GALLAGHER AJ, RISK MGMT SVCS INC						
373634	000339		01 05/19/2008	510-6056-502.70-03	INS RENEWAL	522.00	
373630	000352		01 05/19/2008	510-6056-502.70-03	INS RENEWAL	8.48	
373555	000314		01 05/19/2008	510-6057-502.70-03	INS RENEWAL	3,480.00	
373605	000327		01 05/19/2008	510-6057-502.70-03	INS RENEWAL	13,519.80	
373634	000340		01 05/19/2008	510-6057-502.70-03	INS RENEWAL	3,132.00	
373630	000353		01 05/19/2008	510-6057-502.70-03	INS RENEWAL	3,509.90	
373554	000369		01 05/19/2008	510-6057-502.70-03	INS RENEWAL	2,074.10	
373557	000371		01 05/19/2008	510-6057-502.70-03	INS RENEWAL	2,757.00	
0001432	GALLS				VENDOR TOTAL *	295,604.00	
593733000017	000238		01 05/19/2008	110-5030-421.40-11	UNIFORM SUPPLIES	141.05	
0016266	GATEHOUSE MEDIA SUBURBAN NEWSPAPERS				VENDOR TOTAL *	141.05	
88888-136167	000183		01 05/19/2008	110-2006-413.60-51	SUBSCRIPTION	19.95	
0005614	GAYLORD BROS., INC.				VENDOR TOTAL *	19.95	
1162214	000879		01 05/19/2008	110-7060-451.40-98	SUPPLIES	39.40	
0016168	GE FANUC INTELLIGENT PLATFORMS INC				VENDOR TOTAL *	39.40	
71206076	000741		01 05/19/2008	510-6051-501.50-04	COMPUTER EQUIP	2,229.94	
0007925	GERARDI SEWER & WATER CO				VENDOR TOTAL *	2,229.94	
07-01	001121		01 05/19/2008	510-6052-501.80-12	2007 WATERMAIN IMPROVE	2,999.06	
000242	GRAINGER				VENDOR TOTAL *	2,999.06	
9630480177	000901		01 05/19/2008	110-4020-422.40-98	SUPPLIES	68.64	
9630480177	000902		01 05/19/2008	110-6041-432.40-98	SUPPLIES	8.47	
9630480177	000903		01 05/19/2008	110-6043-434.40-98	SUPPLIES	8.47	
9615252328	000211		01 05/19/2008	110-6044-435.40-53	BENCH GRINDER	247.50	
9613200246	000212		01 05/19/2008	110-6044-435.40-98	CORD REEL	162.68	
9630480177	000904		01 05/19/2008	110-6044-435.40-98	SUPPLIES	8.47	
9630480177	000905		01 05/19/2008	110-6046-418.40-98	SUPPLIES	8.47	
9630480177	000906		01 05/19/2008	110-6047-512.40-98	SUPPLIES	8.47	
9630480177	000907		01 05/19/2008	510-6052-501.40-98	SUPPLIES	8.47	
9630480177	000908		01 05/19/2008	510-6057-502.40-98	SUPPLIES	8.46	
0011686	GRAND AUTO PARTS				VENDOR TOTAL *	538.10	
118264	000447		01 05/19/2008	110-6047-512.50-16	TRK/PARTS F-2	42.90	
118335	000448		01 05/19/2008	110-6047-512.50-16	TRK/PARTS F-2	31.70	
118651	000449		01 05/19/2008	110-6047-512.50-16	TRK/PARTS PW122, PW32, E-11	294.44	
118691	000450		01 05/19/2008	110-6047-512.50-16	TRK/PARTS PW32	45.00	

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0006864	HOME DEPOT-1919								
021853/9020932	000774	01	05/19/2008	110-4020-422.50-01	GENERATOR ENCLOSURE	600.52			
008337/2560541	000775	01	05/19/2008	110-4020-422.50-01	SAFETY LADDER	12.97			
021286/9270771	000776	01	05/19/2008	110-4020-422.50-01	GENERATOR ENCLOSURE	292.61			
9213029	000778	01	05/19/2008	110-4020-422.50-01	RETURNED MERCHANDISE	297.14			
028011/2011655	000773	01	05/19/2008	110-6046-418.40-98	SAW BLADES	24.94			
016819/4020755	000777	01	05/19/2008	110-6046-418.50-01	TOILET REPLACEMENT	248.92			
					VENDOR TOTAL *	882.82			
0012341	HOME DEPOT 1982								
002893/8024286	000783	01	05/19/2008	110-4020-422.50-01	CATCH	.88			
017118/3020009	000785	01	05/19/2008	110-5030-421.50-01	ICE MACHINE REPAIR	4.48			
029202/1021421	000612	01	05/19/2008	110-6041-432.40-98	MAIL BOX REPAIR	20.97			
022489/8020621	000613	01	05/19/2008	110-6041-432.40-53	TOOLS	73.18			
022472/8015174	000614	01	05/19/2008	110-6041-432.40-52	PAINT	76.46			
010838/0014388	000779	01	05/19/2008	110-6046-418.50-01	HOOKS/TOOL REPLACEMENT	46.82			
009618/1025152	000781	01	05/19/2008	110-6046-418.50-01	PAINT	11.37			
015684/5025662	000782	01	05/19/2008	110-6046-418.50-01	DRAWERS INSTALL	20.47			
014493/6014637	000784	01	05/19/2008	110-6046-418.40-98	PLYWOOD	139.16			
028610/2021295	000796	01	05/19/2008	110-6046-418.50-01	FOUNTAIN PUMP REPAIR	5.48			
008842/2560463	000780	01	05/19/2008	110-7060-451.50-01	TOILET REPLACEMENT	153.44			
0176629	000797	01	05/19/2008	110-7060-451.50-01	RETURNED MERCHANDISE	145.00			
018116/2014945	000288	01	05/19/2008	510-6052-501.40-98	HAMMER	57.92			
					VENDOR TOTAL *	465.63			
0017189	HOMELAND ASSOCIATES, INC								
0805071	001124	01	05/19/2008	110-5030-421.40-33	800K	23.55			
					VENDOR TOTAL *	23.55			
0016311	HOSE WAREHOUSE								
0117338-IN	000641	01	05/19/2008	510-6056-502.50-08	HOSE	1,274.00			
					VENDOR TOTAL *	1,274.00			
0000285	I D E S								
582031178	000650	01	05/19/2008	110-1001-411.20-08	1ST QUARTER UNEMPLOYMENT	2,310.00			
582031178	000651	01	05/19/2008	510-6050-501.20-08	1ST QUARTER UNEMPLOYMENT	3,357.00			
					VENDOR TOTAL *	5,667.00			
0017179	ICSC CHICAGO DEAL MAKING								
10/23-10/24/08	000898	01	05/19/2008	110-3015-414.60-11	REGISTRATION	460.00			
					VENDOR TOTAL *	460.00			
0007329	IKON OFFICE SOLUTIONS								
5008108738	000653	01	05/19/2008	110-2006-413.30-21	COPIER MAINT	536.80			
5008108738	000654	01	05/19/2008	110-2007-413.30-21	COPIER MAINT	521.01			
5008108738	000655	01	05/19/2008	110-3015-414.30-21	COPIER MAINT	521.01			
5008040406	000191	01	05/19/2008	110-5030-421.30-21	COPIER MAINT	702.63			
					VENDOR TOTAL *	2,281.45			

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0011955	IL DEPT OF TRANSPORTATION	33791	001055	01 05/19/2008	110-6044-435.30-71	MONTHLY SVC	1,059.00	
						VENDOR TOTAL *	1,059.00	
0000288	ILLINOIS MUNICIPAL LEAGUE	0010092-IN	001930	01 05/19/2008	510-6050-501.40-98	BOOKS	72.00	
						VENDOR TOTAL *	72.00	
0015044	INDUSTRIAL STEEL SERVICE CENTER INC	12858	000967	01 05/19/2008	110-6047-512.50-16	TRK/PARTS PW32	190.00	
						VENDOR TOTAL *	190.00	
0013660	INFOTRACK INFORMATION SERVICES, INC	26773	000696	01 05/19/2008	110-1001-411.30-52	BACKGROUND CHECKS	172.00	
26756			000988	01 05/19/2008	110-2007-413.60-42	BACKGROUND CHECKS	434.00	
						VENDOR TOTAL *	606.00	
0006347	INLAND COMMERCIAL PROPERTY MGT INC	002-605560	000175	01 05/19/2008	530-0088-503.50-15	MONTHLY MAINT CONTRACT	1,150.00	
						VENDOR TOTAL *	1,150.00	
0005563	INLAND POWER GROUP	5349574-00	000410	01 05/19/2008	110-6047-512.50-16	TRK/PARTS F-2	23.98	
5350469-00			000968	01 05/19/2008	110-6047-512.50-16	TRK/PARTS F-3	94.69	
						VENDOR TOTAL *	118.67	
0016938	INTEGRYS ENERGY SERVICES INC	11696146-1	000632	01 05/19/2008	110-6041-432.30-24	MONTHLY SVC/ACCT #822232	841.63	
11696146-1			000633	01 05/19/2008	510-6057-502.30-24	MONTHLY SVC/ACCT #822232	841.63	
						VENDOR TOTAL *	1,683.26	
0010731	INTERSTATE BATTERY SYSTEM OF	49569	000620	01 05/19/2008	110-6041-432.50-11	BATTERIES	267.90	
150002412			000292	01 05/19/2008	110-6047-512.50-16	PARTS/SUPPLIES	399.75	
49658			000293	01 05/19/2008	110-6047-512.50-16	TRK/PARTS PW134	104.85	
						VENDOR TOTAL *	772.50	
0017151	IPRIMA	2008	000611	01 05/19/2008	110-2007-413.60-37	MEMBERSHIP	45.00	
						VENDOR TOTAL *	45.00	
0013357	JAECKLE DISTRIBUTORS INC.	015859	000840	01 05/19/2008	110-6046-418.50-01	LAMINATING	50.47	
015858			000841	01 05/19/2008	110-6046-418.50-01	LAMINATING	231.78	
						VENDOR TOTAL *	282.25	
0004580	JC LICHT - ELMHURST	1203-3685682	001102	01 05/19/2008	110-4020-422.60-68	PAINT/BRUSHES	28.70	
						VENDOR TOTAL *	28.70	
0017153	JENSEN, NELS					VENDOR TOTAL *	28.70	

INVOICE NO	VENDOR NAME	VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0017153	JENSEN, NELS	04/21-04/24/08	000685	01 05/19/2008	510-6050-501.60-11	EXPENSE REIMBURSEMENT	447.20	
0017146	JOHNSON, LYNN	373 OAK	000637	01 05/19/2008	510-6056-502.30-90	SEWER LINE REIMBURSEMENT	2,000.00	
0000022	JULIANNE'S BAKERY	4788	000767	01 05/19/2008	110-2007-413.40-98	ANNIVERSARY REFRESHMENTS	27.60	
4805			000198	01 05/19/2008	110-5030-421.60-11	MEETING REFRESHMENTS	11.40	
4814			001096	01 05/19/2008	510-6050-501.60-11	TRAINING REFRESHMENTS	111.12	
0000312	JULIE INC	04-08-0475	001105	01 05/19/2008	110-6040-431.30-80	JULIE LOCATES	353.20	
04-08-0475			001106	01 05/19/2008	510-6050-501.30-80	JULIE LOCATES	353.20	
0013509	K A STEEL CHEMICALS INC.	0505697-IN	000742	01 05/19/2008	510-6057-502.40-10	LIQUID CHLORINE	706.40	
0014647	KACZAROWSKI, BRETT	01/08-04/30/08	000852	01 05/19/2008	110-5030-421.40-11	EXPENSE REIMBURSEMENT	187.35	
01/08-04/30/08			000853	01 05/19/2008	110-5030-421.60-37	EXPENSE REIMBURSEMENT	164.00	
01/08-04/30/08			000854	01 05/19/2008	110-5030-421.60-11	EXPENSE REIMBURSEMENT	600.00	
0000314	KALE UNIFORMS	222015	000229	01 05/19/2008	110-5030-421.40-11	UNIFORM SUPPLIES	951.35	
222014			000230	01 05/19/2008	110-5030-421.40-11	UNIFORM SUPPLIES	74.90	
222017			000231	01 05/19/2008	110-5030-421.40-11	UNIFORM SUPPLIES	194.85	
222023			000232	01 05/19/2008	110-5030-421.40-11	UNIFORM SUPPLIES	55.90	
222022			000233	01 05/19/2008	110-5030-421.40-11	UNIFORM SUPPLIES	135.00	
222018			000234	01 05/19/2008	110-5030-421.40-11	UNIFORM SUPPLIES	67.50	
222024			000235	01 05/19/2008	110-5030-421.40-11	UNIFORM SUPPLIES	670.00	
222019			000236	01 05/19/2008	110-5030-421.40-11	UNIFORM SUPPLIES	129.90	
222021			000237	01 05/19/2008	110-5030-421.40-11	UNIFORM SUPPLIES	74.90	
0000318	KARA COMPANY INC	236635	000873	01 05/19/2008	110-6041-432.40-52	SIGNS/POSTS/PAINT	1,477.85	
0000676	KAZARIAN, DENNIS	04/25/2008	000848	01 05/19/2008	110-5030-421.60-05	EXPENSE REIMBURSEMENT	110.52	
04/25/2008			000849	01 05/19/2008	110-5030-421.60-11	EXPENSE REIMBURSEMENT	10.10	
0000323	KIEFT BROTHERS, INC.						8.94	
							19.04	

INVOICE NO	VENDOR NAME	VOUCHER P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND- ISSUED AMOUNT
0000323	KIEFT BROTHERS, INC.						
139077	000202	01	05/19/2008	110-6041-432.40-48	CEMENT	132.00	
139077	000201	01	05/19/2008	510-6052-501.40-63	CEMENT	198.00	
138714	000283	01	05/19/2008	510-6056-502.40-29	MANHOLE REPAIR	35.50	
					VENDOR TOTAL *	365.50	
0015660	KINGS POINT TRUCK LANE						
14229	000969	01	05/19/2008	110-6047-512.50-02	SAFETY TEST/PW6	25.00	
14228	000970	01	05/19/2008	110-6047-512.50-02	SAFETY TEST/PW64	25.00	
14225	000971	01	05/19/2008	110-6047-512.50-02	SAFETY TEST/PW50, PW39, PW9	75.00	
14223	000972	01	05/19/2008	110-6047-512.50-02	SAFETY TEST/PW51	37.00	
					VENDOR TOTAL *	162.00	
0011320	KMIEC, GREG						
05/26/2008	000731	01	05/19/2008	110-0094-454.60-32	MEMORIAL DAY PARADE	200.00	
					VENDOR TOTAL *	200.00	
0015571	KNIGHT, HOPPE, KURNIK & KNIGHT, LLC						
46407	001047	01	05/19/2008	110-0081-415.30-36	PROFESSIONAL SVCS	1,050.00	
					VENDOR TOTAL *	1,050.00	
0013282	KRIZ, MICHAEL						
278 E MADISON	000636	01	05/19/2008	510-6056-502.30-90	SEWER LINE REIMBURSEMENT	1,900.00	
					VENDOR TOTAL *	1,900.00	
0000331	KUBTESA, SPIROFF, GOSSELAR,						
58010M	001017	01	05/19/2008	110-0081-415.30-16	PROFESSIONAL SVCS	148.50	
58010M	001019	01	05/19/2008	110-0081-415.30-19	PROFESSIONAL SVCS	7,375.50	
58010M	001021	01	05/19/2008	110-0081-415.30-63	PROFESSIONAL SVCS	66.00	
58010M	001023	01	05/19/2008	110-0081-415.30-44	PROFESSIONAL SVCS	724.22	
58010M	001026	01	05/19/2008	110-0081-415.30-45	PROFESSIONAL SVCS	2,310.00	
58010M	001029	01	05/19/2008	110-0081-415.30-36	PROFESSIONAL SVCS	14,249.00	
58010M	001034	01	05/19/2008	310-0089-461.30-52	PROFESSIONAL SVCS	2,331.00	
58010M	001032	01	05/19/2008	325-0092-465.30-52	PROFESSIONAL SVCS	49.50	
58010M	001036	01	05/19/2008	510-6050-501.30-52	PROFESSIONAL SVCS	181.50	
					VENDOR TOTAL *	27,435.22	
0010360	KUSSMAUL ELECTRONICS CO INC						
56635	000409	01	05/19/2008	110-6047-512.50-16	TRK/PARTS F-13	48.78	
					VENDOR TOTAL *	48.78	
0000332	LAB SAFETY SUPPLY INC						
1011388670	000801	01	05/19/2008	110-6046-418.50-01	EYEWASH REPLACEMENT	193.98	
					VENDOR TOTAL *	193.98	
0017158	LACIVITA, CANDACE M.						
15104	000427	01	05/19/2008	110-0000-331.07-00	VEHICLE STICKER REFUND	36.00	
					VENDOR TOTAL *	36.00	
0016626	LAI, LTD						

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INVOICE NO	VENDOR NAME	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0016626	LAI, LTD								
7263	000621			01	05/19/2008	510-6052-501.50-18	CHLORINATOR REPAIR	133.00	
7247	000647			01	05/19/2008	510-6052-501.50-18	CHLORINATOR REPAIR	3,739.00	
0010524	LANDMARKS ILLINOIS						VENDOR TOTAL *	3,872.00	
05/01/2008	000877			01	05/19/2008	110-3015-414.60-37	MEMBERSHIP	40.00	
0005710	LASALLE BANK N.A.						VENDOR TOTAL *	40.00	
389431432	000177			01	05/19/2008	110-2006-413.30-05	QUARTERLY FEES	360.36	
389431432	000178			01	05/19/2008	210-8070-452.30-05	QUARTERLY FEES	81.90	
389431432	000179			01	05/19/2008	510-6050-501.30-05	QUARTERLY FEES	51.87	
389431432	000180			01	05/19/2008	510-6055-502.30-05	QUARTERLY FEES	51.87	
0013313	LEACH ENTERPRISES, INC						VENDOR TOTAL *	546.00	
869815	000196			01	05/19/2008	110-6047-512.50-16	FILTERS	119.18	
870018	000301			01	05/19/2008	110-6047-512.50-16	FILTERS	21.40	
869881	000302			01	05/19/2008	110-6047-512.50-16	SPRING BRAKE	83.90	
870461	001116			01	05/19/2008	110-6047-512.50-16	FILTERS	25.54	
0006622	LEN'S ACE HARDWARE						VENDOR TOTAL *	250.02	
44958/1	000260			01	05/19/2008	110-6043-434.50-08	HYDROSEEDER REPAIR	11.98	
47521/1	000917			01	05/19/2008	110-6047-512.50-16	TRK/PARTS PW32	12.98	
47002/1	000918			01	05/19/2008	110-6047-512.50-16	TRK/PARTS PW32	68.97	
48110/1	000919			01	05/19/2008	110-6047-512.50-16	RETURNED MERCHANDISE	45.98	
0012723	LEXISNEXIS						VENDOR TOTAL *	47.95	
1038740-2008043000846				01	05/19/2008	110-5030-421.30-98	MONTHLY FEE	568.00	
0007702	LHA/WORLD INC						VENDOR TOTAL *	568.00	
1965	000746			01	05/19/2008	110-0094-454.60-45	AD	300.00	
0017165	LIBERTI, JOHN						VENDOR TOTAL *	300.00	
12240	000711			01	05/19/2008	110-0000-331.07-00	VEHICLE STICKER REFUND	36.00	
0000509	LILJEBERG, GLEN R.						VENDOR TOTAL *	36.00	
04/17-04/30/08	000690			01	05/19/2008	110-0086-453.30-52	CATV PROF SVCS	429.50	
0012379	LIMA LIMA FLIGHT TEAM						VENDOR TOTAL *	429.50	
05/26/2008	000716			01	05/19/2008	110-0094-454.60-32	MEMORIAL DAY PARADE	2,500.00	
0016879	LINE-X OF BARTLETT						VENDOR TOTAL *	2,500.00	

INVOICE NO	VENDOR NAME	VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0016879 7633	LINE-X OF BARTLETT	000973		01 05/19/2008	110-5030-421.80-06	TRK/PART NEW VEHICLE/PD18	380.00	
0000055 1137	LINTECH ENGINEERING, LLC	000684		01 05/19/2008	510-6050-501.30-26	ENG SVCS/WATER MODELING	380.00	
0017154 04/21-04/24/08	LISING, PORFIRIO	000687		01 05/19/2008	510-6050-501.60-11	EXPENSE REIMBURSEMENT	500.00	
0000346 10123260	LONG ELEVATOR & MACHINE CO. INC	000824		01 05/19/2008	110-7060-451.50-01	MONTHLY MAINT FEE	500.00	
0017166 25205,25206	LUCCHESI, FRANK J.	000712		01 05/19/2008	110-0000-331.07-00	VEHICLE STICKER REFUND	446.20	
0000680 04/22-04/25/08	LUCCHINI, BRADLEY	000221		01 05/19/2008	110-5030-421.60-54	EXPENSE REIMBURSEMENT	446.20	
0016116 05/07/2008	M & A PARTS INC.	001125		01 05/19/2008	110-5030-421.40-98	RIFLE HANDLE	120.00	
0000617 41986 41987	M & M REPORTING, INC.	000874 000875		01 05/19/2008 01 05/19/2008	110-3015-414.30-13 110-3015-414.30-13	COURT REPORTING	120.00	
0013405 20879	MAGGIO RENT-A-POTTY, INC.	000745		01 05/19/2008	110-0094-454.60-32	PORTABLE TOILETS	54.00	
0005256 4780	MAINTENANCE COATINGS CO.	001051		01 05/19/2008	110-6041-432.30-46	EPOXY PAVEMENT STRIPING	175.04	
0013587 10408	MALONEY, CATHY	001067		01 05/19/2008	110-3015-414.30-12	RETAIL CONSULTING SVCS	104.85	
0004929 05/06/2008	MCDONALD'S #1460	000882		01 05/19/2008	110-5030-421.40-98	MISSING PERSON INCIDENT/	104.85	
0001614	MCGUIRE, MAUREEN					VENDOR TOTAL *	999.00	
						VENDOR TOTAL *	106.00	
						VENDOR TOTAL *	106.00	
						VENDOR TOTAL *	14,674.52	
						VENDOR TOTAL *	14,674.52	
						VENDOR TOTAL *	3,750.00	
						VENDOR TOTAL *	3,750.00	
						VENDOR TOTAL *	65.45	
						VENDOR TOTAL *	65.45	

PREPARED 05/12/2008, 9:50:31 EXPENDITURE APPROVAL LIST
 PROGRAM: GM339L AS OF: 05/19/2008 CHECK DATE: 05/22/2008
 CITY OF ELMHURST, ILLINOIS BANK: 01

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

0001614 MCGUIRE, MAUREEN 01 05/19/2008 110-1001-411.60-40 CITY NEWSLETTER 2,025.00

2960 000865 VENDOR TOTAL * 2,025.00

0002941 MCMASTER-CARR SUPPLY CO. 110-4020-422.50-01 LADDER 125.09
 84553768 000837 01 05/19/2008 110-4020-422.50-01 ANTI SLIP TAPE 28.53
 84656238 000839 01 05/19/2008 110-6041-432.40-98 BOOTS 180.36
 85900688 000375 01 05/19/2008 110-6041-432.40-98 SUPPLIES 119.27
 85803312 000376 01 05/19/2008 110-6041-432.40-98 SUPPLIES 15.64
 85803312 000377 01 05/19/2008 110-6043-434.40-98 SUPPLIES 15.64
 85803312 000378 01 05/19/2008 110-6044-435.40-98 SUPPLIES 15.64
 85803312 000379 01 05/19/2008 110-6046-418.40-98 SUPPLIES 15.64
 85900687 000380 01 05/19/2008 110-6046-418.40-98 SUPPLIES 15.64
 85197299 000836 01 05/19/2008 110-6046-418.50-01 DRAWER CONSTRUCTION 23.43
 85803312 000381 01 05/19/2008 110-6046-418.50-01 SUPPLIES 15.64
 85568360 000384 01 05/19/2008 110-6047-512.50-16 TRK/PARTS PW100 260.53
 85568357 000385 01 05/19/2008 110-6047-512.50-16 TRK/PARTS PD-32 26.67
 85749712 000386 01 05/19/2008 110-6047-512.50-16 RETURNED MERCHANDISE 15.08
 85803312 000382 01 05/19/2008 510-6052-501.40-98 SUPPLIES 15.64
 85568359 000661 01 05/19/2008 510-6057-502.40-98 SUPPLIES 15.63
 85472268 000663 01 05/19/2008 510-6057-502.50-08 DAY TANK INSTALLATION 273.91
 85651843 000665 01 05/19/2008 510-6057-502.50-08 DAY TANK INSTALLATION 30.43
 85803311 000669 01 05/19/2008 510-6057-502.50-08 DAY TANK REPLACEMENT 15.15
 85803313 000670 01 05/19/2008 510-6057-502.50-08 DAY TANK REPLACEMENT 132.55
 56.69

0014345 MEGGITT DEFENSE SYSTEMS 110-5030-421.30-98 RANGE SVC.VISIT 1,374.60
 INV-0033281 000239 01 05/19/2008 VENDOR TOTAL * 549.00

0000366 MEL'S ACE HARDWARE 110-4020-422.50-08 WAX 549.00
 405927/4 000607 01 05/19/2008 110-4020-422.50-01 ROOF REPAIR 30.56
 K05890/4 000768 01 05/19/2008 110-4020-422.50-01 WINDOW SCREEN REPAIR 7.08
 405865/4 000772 01 05/19/2008 110-6043-434.50-08 HYDROSEEDER REPAIR 9.43
 405740/4 000256 01 05/19/2008 110-6046-418.40-98 FASTENERS 4.49
 405751/4 000769 01 05/19/2008 110-6046-418.40-98 FASTENERS 26.22
 K05920/4 000771 01 05/19/2008 110-6046-418.50-01 SECURE CABINETS 7.32
 405802/4 000258 01 05/19/2008 110-6047-512.50-16 TRK/PARTS PW32 39.11
 405706/4 000257 01 05/19/2008 510-6056-502.40-98 SUPPLIES 39.53
 K05878/4 000608 01 05/19/2008 510-6057-502.50-01 POLYMER CLEANUP 34.74
 405812/4 000770 01 05/19/2008 510-6057-502.50-01 SECURE STAIR TREAD 18.89

0015407 MEMBERSHIP LOCKBOX 4047 110-1001-411.60-37 MEMBERSHIP 217.37
 41427 000200 01 05/19/2008 VENDOR TOTAL * 3,666.00

0012075 MENARDS-GLENDALE HEIGHTS 110-1001-411.60-37 MEMBERSHIP 3,666.00
 VENDOR TOTAL *

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 CITY OF ELMHURST, ILLINOIS
 CITY

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VENDOR NAME	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0012075 MENARDS-GLENDALE HEIGHTS	110-4020-422.50-01	GENERATOR ENCLOSURE/FENCE	13.31	
36870 000827 01 05/19/2008				
0006865 METAL EXPRESS	110-6043-434.50-08	VENDOR TOTAL *	13.31	
236-20441 001929 01 05/19/2008		HYDROSEEDER REPAIR	28.71	
236-20637 000408 01 05/19/2008		TRK/PARTS PW118	18.04	
0002641 METROPOLITAN FAMILY SVCS DUPAGE	110-0083-443.60-48	VENDOR TOTAL *	46.75	
APRIL 2008 000735 01 05/19/2008		SENIOR SVCS	5,301.85	
0017173 MID-SOUTH INSTITUTE OF	110-5030-421.60-11	VENDOR TOTAL *	5,301.85	
1566 000795 01 05/06/2008		TRAINING CLASS	CHECK #: 116587	850.00
0008503 MIDWAY TRUCK PARTS	110-6047-512.50-16	VENDOR TOTAL *	.00	850.00
676324 000405 01 05/19/2008		TRK/PARTS F-3	66.42	
676216 000406 01 05/19/2008		TRK/PARTS F-3	67.85	
675927 000407 01 05/19/2008		STOCK	60.70	
0017125 MIDWEST OPERATING ENGRS H & W	110-6040-431.20-04	VENDOR TOTAL *	194.97	
5/1/08 000446 01 05/01/2008		MAY/JUNE 2008 1 EMPL	CHECK #: 116580	2,340.00
0007257 MOTION INDUSTRIES, INC.	510-6056-502.40-98	VENDOR TOTAL *	.00	2,340.00
IL10-362639 000277 01 05/19/2008		TV CAMERA REPAIR	22.34	
IL10-362935 000278 01 05/19/2008		BALL BEARINGS	67.02	
0000378 MOTOROLA	110-5030-421.40-41	VENDOR TOTAL *	89.36	
89418364 000403 01 05/19/2008		BATTERIES	322.57	
89415992 000404 01 05/19/2008		MICROPHONE/RADIO REPAIR	233.37	
89427413 000974 01 05/19/2008		BATTERIES	133.18	
0001104 MOULIS, RICHARD	110-5030-421.60-05	VENDOR TOTAL *	689.12	
05/05/2008 000850 01 05/19/2008		EXPENSE REIMBURSEMENT	20.20	
05/05/2008 000851 01 05/19/2008		EXPENSE REIMBURSEMENT	10.65	
0007206 MUNICIPAL CLERKS OF DUPAGE COUNTY	110-1001-411.60-11	VENDOR TOTAL *	30.85	
05/07/2008 001924 01 05/01/2008		MONTHLY MEETING	CHECK #: 116573	15.00
0017171 MUSIC PERFORMING ARTS DRUMLINE	110-0094-454.60-32	VENDOR TOTAL *	.00	15.00
05/26/2008 000724 01 05/19/2008		MEMORIAL DAY PARADE	900.00	

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

0017171 MUSIC PERFORMING ARTS DRUMLINE

0017174 MYROUP, CORNELIUS
 JAN-DEC 2007 000855 01 05/19/2008 110-0000-313.03-03 UTILITY TAX REBATE 900.00
 JAN-DEC 2007 000856 01 05/19/2008 110-0000-313.02-02 UTILITY TAX REBATE 5.83
 8.46

0000815 NATIONAL FIRE CODES
 2055661 000869 01 05/19/2008 110-4020-422.60-51 SUBSCRIPTION 14.29
 715.50

0000392 NCL EQUIPMENT SPECIALTIES INC
 9218 000800 01 05/19/2008 110-6041-432.40-52 PAINT 715.50
 366.00

0000893 NEUBAUER, STEVE
 04/30-05/01/08 000697 01 05/19/2008 110-5030-421.60-05 EXPENSE REIMBURSEMENT 366.00
 04/30-05/01/08 000698 01 05/19/2008 110-5030-421.60-11 EXPENSE REIMBURSEMENT 40.85
 200.00

0013356 NEW HAVEN COMPANIES
 0000740845 000802 01 05/19/2008 110-7060-451.50-01 DOLLY RENTAL 240.85
 0000740230 000803 01 05/19/2008 110-7060-451.50-01 DOLLY RENTAL 9.00
 83.50

0005845 NICOR GAS
 5423780000 5 000805 01 05/19/2008 110-4020-422.30-29 MONTHLY GAS 92.50
 9169580000 2 000806 01 05/19/2008 110-4020-422.30-29 MONTHLY GAS 816.71
 26-13-75-0650 2001077 01 05/19/2008 110-4020-422.30-29 MONTHLY GAS 465.19
 1200340000 4 001079 01 05/19/2008 110-5030-421.30-29 MONTHLY GAS 99.35
 1428340000 1 001080 01 05/19/2008 110-6046-418.30-29 MONTHLY GAS 700.23
 1545680000 0 001081 01 05/19/2008 110-6046-418.30-29 MONTHLY GAS 773.45
 7763000144 2 001014 01 05/19/2008 210-8070-452.30-29 MONTHLY GAS 341.59
 43-64-24-0000 6001075 01 05/19/2008 510-6056-502.30-29 MONTHLY GAS 4,044.99
 99-81-68-0000 9001076 01 05/19/2008 510-6056-502.30-29 MONTHLY GAS 124.90
 75-23-24-0000 4001078 01 05/19/2008 510-6056-502.30-29 MONTHLY GAS 86.53
 47.18

0004439 NORTHERN IL POLICE ALARM SYSTEM
 5692 000193 01 05/19/2008 110-5030-421.60-37 MEMBERSHIP 7,500.12
 5693 000194 01 05/19/2008 110-5030-421.30-98 ASSESSMENT FEE 400.00
 5694 000195 01 05/19/2008 110-5030-421.30-98 ASSESSMENT FEE 3,300.00
 935.00

0017170 NORTHERN ILLINOIS CHAPTER OF MVPA
 05/26/2008 000723 01 05/19/2008 110-0094-454.60-32 MEMORIAL DAY PARADE 4,635.00
 200.00

0012390 NORTHERN SAFETY CO, INC
 VENDOR TOTAL * 200.00

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INVOICE NO	VENDOR NAME	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0012390	NORTHERN SAFETY CO, INC	01	05/19/2008		110-6047-512.40-98	SUPPLIES		184.95	
P20874041016	000799							184.95	
0016554	NORTHWESTERN GROUP					VENDOR TOTAL *			
014582	001083	01	05/19/2008		110-1001-411.20-04	HEALTH INS/MAY 2008		28.68	
014582	001084	01	05/19/2008		110-2006-413.20-04	HEALTH INS/MAY 2008		184.74	
014582	001085	01	05/19/2008		110-2007-413.20-04	HEALTH INS/MAY 2008		30.49	
014582	001086	01	05/19/2008		110-3015-414.20-04	HEALTH INS/MAY 2008		34.62	
014582	001087	01	05/19/2008		110-4020-422.20-04	HEALTH INS/MAY 2008		655.50	
014582	001088	01	05/19/2008		110-4025-424.20-04	HEALTH INS/MAY 2008		74.67	
014582	001089	01	05/19/2008		110-5030-421.20-04	HEALTH INS/MAY 2008		972.27	
014582	001090	01	05/19/2008		110-6040-431.20-04	HEALTH INS/MAY 2008		269.23	
014582	001091	01	05/19/2008		110-7060-451.20-04	HEALTH INS/MAY 2008		45.99	
014582	001092	01	05/19/2008		210-8070-452.20-04	HEALTH INS/MAY 2008		178.54	
014582	001093	01	05/19/2008		510-6050-501.20-04	HEALTH INS/MAY 2008		32.56	
014582	001094	01	05/19/2008		510-6055-502.20-04	HEALTH INS/MAY 2008		51.66	
014582	001095	01	05/19/2008		530-0088-503.20-04	HEALTH INS/MAY 2008		24.80	
0002228	O'HERRON CO. INC., RAY					VENDOR TOTAL *		2,583.75	
41157	001123	01	05/19/2008		110-5030-421.40-11	UNIFORM SUPPLIES		44.95	
0008640	OFFICE DEPOT					VENDOR TOTAL *		44.95	
427778648-001	000609	01	05/19/2008		110-2006-413.40-33	SUPPLIES		252.57	
0011989	ORANGE CRUSH					VENDOR TOTAL *		252.57	
324087	000204	01	05/19/2008		110-6041-432.40-02	ASPHALT		119.70	
0012622	ORECK CLEAN HOME					VENDOR TOTAL *		119.70	
42822	000432	01	05/19/2008		110-4020-422.50-01	VACUUM CLEANER		229.00	
0000416	OTIS ELEVATOR COMPANY					VENDOR TOTAL *		229.00	
CY23847001	000825	01	05/19/2008		530-0088-503.50-14	ELEVATOR REPAIR		481.92	
0015671	PACIFIC CASCADE CORP					VENDOR TOTAL *		481.92	
369141	000829	01	05/19/2008		110-5030-421.50-01	BILL STUFFER		140.00	
371921	000830	01	05/19/2008		110-5030-421.50-01	MULTI SLOT STUFFER		43.50	
0017176	PACKY WEBB FORD					VENDOR TOTAL *		183.50	
63830	000857	01	05/07/2008		110-5030-421.80-06	NEW VEHICLE/PD-18		116603	15,285.00
0000419	PATTEN INDUSTRIES INC					VENDOR TOTAL *		.00	15,285.00

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0000419	PATTEN INDUSTRIES INC							
P60C0182344	000615	01		05/19/2008	510-6052-501.50-18	GENERATOR REPAIR	59.93	
P60C0182414	000616	01		05/19/2008	510-6052-501.50-18	GENERATOR REPAIR	113.73	
P60C0182345	000617	01		05/19/2008	510-6052-501.50-18	GENERATOR REPAIR	13.90	
P50R0077629	000618	01		05/19/2008	510-6052-501.50-18	CORE RETURN	899.59	
P50C0636579	000649	01		05/19/2008	510-6052-501.50-18	GENERATOR REPAIR	1,207.09	

0017169	PATTON ACADEMY (FARRAGUT H.S.) ROTC					VENDOR TOTAL *	495.06	
05/26/2008	000719	01		05/19/2008	110-0094-454.60-32	MEMORIAL DAY PARADE	1,000.00	

0000426	PFUND & CLINT FLORIST LTD.					VENDOR TOTAL *	1,000.00	
97547	001103	01		05/19/2008	110-4020-422.40-98	FLOWER ARRANGEMENT	75.00	
97364	000708	01		05/19/2008	110-5030-421.60-98	FLOWER ARRANGEMENT	65.45	

0000772	PHILLIPS FLOWERS					VENDOR TOTAL *	140.45	
374276	000589	01		05/19/2008	510-6057-502.40-98	FLOWER ARRANGEMENT	64.90	

0000435	PORTABLE COMMUNICATIONS					VENDOR TOTAL *	64.90	
100802754	000402	01		05/19/2008	110-4020-422.50-17	RADIO REPAIR	63.75	

0000618	PROGRESSIVE ELECTRONICS					VENDOR TOTAL *	63.75	
1010	000843	01		05/19/2008	110-5030-421.50-08	RADAR UNIT REPAIR	108.73	

0000444	PROSAFETY INC					VENDOR TOTAL *	108.73	
1/646250	000242	01		05/19/2008	110-6041-432.40-98	SUPPLIES	30.25	
1/646250	000243	01		05/19/2008	110-6043-434.40-98	SUPPLIES	30.25	
1/646250	000244	01		05/19/2008	110-6044-435.40-98	SUPPLIES	30.25	
1/646250	000245	01		05/19/2008	110-6046-418.40-98	SUPPLIES	30.25	
1/646250	000246	01		05/19/2008	510-6052-501.40-98	SUPPLIES	30.26	
1/646250	000247	01		05/19/2008	510-6057-502.40-98	SUPPLIES	30.26	

0016300	RB ENTERPRISES					VENDOR TOTAL *	181.52	
57476	001066	01		05/19/2008	110-6043-434.30-34	MOWING/LANDSCAPING	7,527.03	

0017157	REEDER, LAWRENCE					VENDOR TOTAL *	7,527.03	
2988, 12989	000426	01		05/19/2008	110-0000-331.07-00	VEHICLE STICKER REFUND	94.50	

0005559	REIMAN, MICHAEL					VENDOR TOTAL *	94.50	
05/01/2008	000703	01		05/19/2008	110-5030-421.60-05	EXPENSE REIMBURSEMENT	20.20	
05/01/2008	000704	01		05/19/2008	110-5030-421.60-11	EXPENSE REIMBURSEMENT	10.19	

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REIMAN, MICHAEL			VENDOR TOTAL *	30.39	
REINDERS, INC.	01 05/19/2008	110-6047-512.50-16	PARTS/SUPPLIES	33.16	
RHOMAR INDUSTRIES, INC.	01 05/19/2008	110-6042-433.50-16	SALT SPREADER	1,088.45	
RICKOVER H.S. MARCHING SEADRAGONS	01 05/19/2008	110-0094-454.60-32	MEMORIAL DAY PARADE	1,088.45	
RICMAR INDUSTRIES	01 05/19/2008	110-6043-434.40-98	SUPPLIES	600.00	
RKD CONST SUPPLIES & EQPT	01 05/19/2008	510-6057-502.50-08	TRASH PUMP	600.00	
ROCHE, PATRICE	01 05/19/2008	110-7060-451.30-49	EXPENSE REIMBURSEMENT	162.27	
ROTARY CLUB OF ELMHURST	01 05/19/2008	110-7060-451.60-37	MEMBERSHIP	67.27	
ROYAL RECOGNITION	01 05/19/2008	110-2007-413.60-23	SERVICE AWARD	229.54	
RUBBER-INC	01 05/19/2008	110-6047-512.50-20	WHEEL WEIGHTS	959.00	
RUSO POWER EQUIPMENT	01 05/19/2008	110-6041-432.40-98	BRUSHES	104.00	
S & S INDUSTRIAL SUPPLY	01 05/19/2008	110-6046-418.40-24	SUPPLIES	104.00	
SAID, JOHN	01 05/19/2008	110-6047-512.50-16	SUPPLIES	335.00	
			VENDOR TOTAL *	335.00	
			VENDOR TOTAL *	219.06	
			VENDOR TOTAL *	219.06	
			VENDOR TOTAL *	118.10	
			VENDOR TOTAL *	118.10	
			VENDOR TOTAL *	199.99	
			VENDOR TOTAL *	23.96	
			VENDOR TOTAL *	223.95	
			VENDOR TOTAL *	66.00	
			VENDOR TOTAL *	52.35	
			VENDOR TOTAL *	118.35	

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SAID, JOHN	0013657	04/27-04/30/08	000791	01 05/05/2008	110-3015-414.60-11	EXPENSE REIMBURSEMENT	116585	1,595.32	1,595.32
SAUBER MFG. CO.	0005994	1134384	000460	01 05/19/2008	110-6047-512.50-16	VENDOR TOTAL * TRK/PARTS PW32	.00	889.00	1,595.32
SEAWAY SUPPLY	0010169	54309	000601	01 05/19/2008	110-6046-418.40-24	VENDOR TOTAL * SUPPLIES	889.00	889.00	
SEC OF ST VEHICLE SERVICE	0001319	PD-18	000864	01 05/19/2008	110-6047-512.60-55	VENDOR TOTAL * TITLE/PLATES	490.00	490.00	
SERVICE SPRING	0000481	92396	000461	01 05/19/2008	110-6047-512.50-16	VENDOR TOTAL * TRK/PARTS F-3	75.00	75.00	
SEYFARTH SHAW LLP	0000484	1468175	000215	01 05/19/2008	110-0081-415.30-32	VENDOR TOTAL * LEGAL SVCS	924.70	924.70	
	1468171		000639	01 05/19/2008	110-0081-415.30-32	LEGAL SVCS	456.25	456.25	
							1,087.65	1,087.65	
SHEMIN NURSERIES	0000491	681914	000255	01 05/19/2008	110-6043-434.40-39	VENDOR TOTAL * TREE PLANTING	1,543.90	1,543.90	
SINNOTT, SHAUN	0015775	04/17-04/30/08	000692	01 05/19/2008	110-0086-453.30-52	VENDOR TOTAL * CATV PROF SVCS	189.00	189.00	
SIR SPEEDY	0006380	50014	000876	01 05/19/2008	110-3015-414.60-45	VENDOR TOTAL * STATIONARY/ENVELOPES	96.75	96.75	
SOCIETY FOR HUMAN RESOURCE MGMT.	0015371	9001902659	000610	01 05/19/2008	110-2007-413.60-37	VENDOR TOTAL * MEMBERSHIP	403.36	403.36	
SOLID IMPRESSIONS	0014453	23217	000463	01 05/19/2008	110-7060-451.60-44	VENDOR TOTAL * PRINTING SVCS/POSTCARDS	160.00	160.00	
SPAULDING MFG INC	0010407	7360	000400	01 05/19/2008	110-6047-512.50-16	VENDOR TOTAL * TRK/PARTS PW100	250.00	250.00	
ST CHARLES, CITY OF	0012180					VENDOR TOTAL *	69.00	69.00	

VENDOR NAME	VENDOR NO	VOUCHER NO	P.O. NO	BANK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
ST CHARLES, CITY OF	01	001927		01	05/01/2008	110-5030-421.60-11	TRAINING REGISTRATION	116578	300.00
							VENDOR TOTAL *	.00	300.00
STANDARD EQUIPMENT COMPANY	01	00393		01	05/19/2008	110-6047-512.50-16	RETURNED MERCHANDISE	177.09	
	01	00394		01	05/19/2008	110-6047-512.50-16	TRK/PARTS PW110	110.54	
	01	00395		01	05/19/2008	110-6047-512.50-16	TRK/PARTS PW110	338.98	
	01	00396		01	05/19/2008	110-6047-512.50-16	TRK/PARTS PW110	399.68	
	01	00397		01	05/19/2008	110-6047-512.50-16	TRK/PARTS PW110	528.56	
	01	00398		01	05/19/2008	110-6047-512.50-16	TRK/PARTS PW110	794.40	
	01	00399		01	05/19/2008	110-6047-512.50-16	TRK/PARTS PW110	794.40	
	01	000975		01	05/19/2008	110-6047-512.50-16	RETURNED MERCHANDISE	168.72	
							VENDOR TOTAL *	2,620.75	
STI-CO INDUSTRIES INC	01	000976		01	05/19/2008	110-6044-435.80-06	UPFIT NEW VEHICLES/PW8,	59.30	
							VENDOR TOTAL *	59.30	
SUB TRAILER SERVICE	01	000259		01	05/19/2008	110-6043-434.50-08	HYDROSEEDER REPAIR	25.70	
							VENDOR TOTAL *	25.70	
SUBURBAN DRIVE LINE, INC.	01	000392		01	05/19/2008	110-6047-512.50-16	TRK/PARTS F-2	285.00	
							VENDOR TOTAL *	285.00	
SUBURBAN LABORATORIES INC	01	000680		01	05/19/2008	510-6057-502.30-33	LAB TESTING	632.00	
							VENDOR TOTAL *	632.00	
SUBURBAN LIFE PUBLICATIONS	01	000748		01	05/19/2008	110-1001-411.30-54	LEGAL NOTICE	278.80	
	01	000590		01	05/19/2008	110-6040-431.30-54	AD	70.00	
	01	000592		01	05/19/2008	110-6040-431.30-54	AD	140.00	
	01	000594		01	05/19/2008	110-6040-431.30-54	AD	70.00	
	01	000596		01	05/19/2008	110-6040-431.30-54	LEGAL NOTICE	75.40	
	01	000591		01	05/19/2008	510-6050-501.30-54	AD	70.00	
	01	000593		01	05/19/2008	510-6050-501.30-54	AD	140.00	
	01	000595		01	05/19/2008	510-6050-501.30-54	AD	70.00	
	01	000597		01	05/19/2008	510-6050-501.30-54	LEGAL NOTICE	75.40	
							VENDOR TOTAL *	989.60	
SUNRISE COMMUNICATIONS, INC.	01	000693		01	05/19/2008	110-0086-453.40-66	DVD DUPLICATION	586.00	
							VENDOR TOTAL *	586.00	
SUNRISE ELECTRIC SUPPLY	01	000207		01	05/19/2008	110-4022-423.80-23	PANDUIT CONDUIT RACEWAY	568.04	

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0009963	SUNRISE ELECTRIC SUPPLY									
0007086	TEELING, MICHAEL				01	05/19/2008	110-5030-421.60-05	VENDOR TOTAL * EXPENSE REIMBURSEMENT	568.04 35.35	
0007612	TEGMEYER, MARLENE				01	05/19/2008	110-0094-454.60-98	VENDOR TOTAL * EXPENSE REIMBURSEMENT	35.35 71.74	
000523	TERMINAL SUPPLY CO				01	05/19/2008	110-6044-435.40-98	SUPPLIES	446.23	
84969-00		001117			01	05/19/2008	110-6047-512.50-16	STOCK	45.93	
82623-00		000391			01	05/19/2008	110-6047-512.50-16	STOCK	45.93	
000525	TERRACE SUPPLY COMPANY				01	05/19/2008	110-6047-512.50-16	PAINT	138.98	
479287		000920			01	05/19/2008	110-6047-512.50-16	STOCK	24.22	
479062		000921			01	05/19/2008	110-6047-512.50-16	STOCK	24.22	
0010931	TEXOR PETROLEUM COMPANY				01	05/19/2008	110-6047-512.40-18	DIESEL FUEL	163.20	
103209		000868			01	05/19/2008	110-6047-512.40-18	DIESEL FUEL	28,071.40	
0013639	THE MYSTERY SHOP				01	05/19/2008	110-7060-451.60-65	TEA TIME PROGRAM	276.00	
07/17/2008		000881			01	05/19/2008	110-7060-451.60-65	TEA TIME PROGRAM	276.00	
0012940	THE TAPE COMPANY				01	05/19/2008	110-0086-453.40-66	DVCAM TAPE/BATTERY	298.80	
SOINV000678466		000694			01	05/19/2008	110-0086-453.40-66	DVCAM TAPE/BATTERY	298.80	
0000150	THYSSENKRUPP ELEVATOR CORPORATION				01	05/19/2008	530-0088-503.30-25	MAINT FEE	1,608.32	
560742		000820			01	05/19/2008	530-0088-503.30-25	MAINT FEE	1,608.32	
0010869	TIGERDIRECT.COM				01	05/19/2008	110-2008-413.80-03	SERVER	1,608.32	
P96838870103		001068			01	05/19/2008	110-2008-413.80-03	SERVER	2,673.56	
P96838870104		001069			01	05/19/2008	110-2008-413.80-03	SERVER	592.99	
0017172	TOBI STAR ABRAMS				01	05/19/2008	110-0094-454.60-32	MEMORIAL DAY PARADE	3,266.55	
05/26/2008		000726			01	05/19/2008	110-0094-454.60-32	MEMORIAL DAY PARADE	2,200.00	
0014503	TORZA, DANIEL				01	05/19/2008	110-5030-421.60-05	VENDOR TOTAL * EXPENSE REIMBURSEMENT	2,200.00 58.58	
04/14-04/15/08		000702			01	05/19/2008	110-5030-421.60-05	EXPENSE REIMBURSEMENT	58.58	
0017150	TPC TRAINING SYSTEMS							VENDOR TOTAL *	58.58	

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0017150	TPC TRAINING SYSTEMS	01	05/19/2008	110-6040-431.60-11	TRAINING COURSE			1,300.00	
I-55591	000646						VENDOR TOTAL *	1,300.00	
0005335	TRANS UNION LLC	01	05/19/2008	110-5030-421.30-98	MONTHLY FEE			118.85	
04801237	000884						VENDOR TOTAL *	118.85	
0002686	TRANSACT TECHNOLOGIES INC	01	05/19/2008	110-2006-413.40-33	RIBBON CASSETTES			89.83	
1035274	001931						VENDOR TOTAL *	89.83	
0000403	TRANSCHICAGO TRUCK GROUP AND	01	05/19/2008	110-6047-512.50-16	TRK/PARTS PW34			191.94	
6038066	000977							377.92	
6037955	000978							100.00	
204591	000979								
0000536	TREE TOWNS REPROGRAPHICS, INC.	01	05/19/2008	510-6052-501.40-98	POSTERS			669.86	
0000104682	000287						VENDOR TOTAL *	58.50	
0001431	TROSTEN, THOMAS	01	05/19/2008	770-0000-101.21-00	PETTY CASH/EOC			58.50	
05/01/2008	000182						VENDOR TOTAL *	500.00	
0017155	U.S. ART COMPANY, INC	01	05/19/2008	110-7060-451.60-44	SHIPPING FEES			500.00	
168414	000644						VENDOR TOTAL *	3,249.49	
0001401	U.S. IDENTIFICATION MANUAL	01	05/19/2008	110-5030-421.40-33	MANUAL UPDATE SVC			3,249.49	
153236	000707						VENDOR TOTAL *	82.50	
0013393	U.S. NAVAL SEA CADET CORPS	01	05/19/2008	110-0094-454.60-32	MEMORIAL DAY PARADE			250.00	
05/26/2008	000721						VENDOR TOTAL *	250.00	
0015470	UNIFORMITY INC.	01	05/19/2008	110-4020-422.40-62	UNIFORM SUPPLIES			18.25	
IN143844	000269							68.00	
IN143646	000270							82.81	
IN143645	000271							33.75	
IN144195	000272								
0002337	UNION PACIFIC RAILROAD COMPANY	01	05/19/2008	530-0088-503.30-59	PARKING LOT LEASE			202.81	
194-88	000656						VENDOR TOTAL *	2,554.58	
0012433	UNITED STATES POSTAL SERVICE						VENDOR TOTAL *	2,554.58	

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0012433 4/25/08	UNITED STATES POSTAL SERVICE	001928	01 05/01/2008	110-1001-411.30-49	NEWSLETTER MAILING ROUTES	116579	75.00	75.00
0005115 2741	UNIVERSAL TAXI DISPATCH, INC	000263	01 05/19/2008	110-0083-443.60-49	VENDOR TOTAL * SENIOR CITIZEN TAXI SVC	.00	.00	
0005115 2741	UNIVERSAL TAXI DISPATCH, INC	000264	01 05/19/2008	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	291.80 75.70	291.80 75.70	
0006266 APRIL 2008	UNTOUCHABLE AUTO WASH	000709	01 05/19/2008	110-6047-512.50-16	VENDOR TOTAL * CAR WASHES	367.50 232.00	367.50 232.00	
0007731	UPS				VENDOR TOTAL *	232.00	232.00	
00001Y3E41128	000912		01 05/19/2008	110-2007-413.30-49	SHIPPING FEES	17.85	17.85	
00005A30E3188	000910		01 05/19/2008	110-4020-422.30-49	SHIPPING FEES	8.92	8.92	
00005A30E3188	000911		01 05/19/2008	110-5030-421.30-49	SHIPPING FEES	5.10	5.10	
0000550 04/17-04/30/08	URICK, EUGENIE	000732	01 05/19/2008	110-0086-453.30-52	VENDOR TOTAL * CATV PROF SVCS	31.87 1,326.75	31.87 1,326.75	
0016782 R24371200 R24371230	USA MOBILITY WIRELESS, INC	000276 000240	01 05/19/2008 01 05/19/2008	110-4020-422.30-75 110-5030-421.30-75	VENDOR TOTAL * MONTHLY PHONE MONTHLY PHONE	24.84 60.07	24.84 60.07	
0000560 01688033 01689527 01689525 01689523	VILLA PARK ELECTRICAL SUPPLY	000210 000289 000290 000291	01 05/19/2008 01 05/19/2008 01 05/19/2008 01 05/19/2008	110-6044-435.40-98 110-6044-435.40-98 110-6044-435.40-98 110-6044-435.40-98	VENDOR TOTAL * LIGHT SOCKET PVC BOX LIGHTS BLANK COVER/PLUG	84.91 5.52 17.28 330.00 11.15	84.91 5.52 17.28 330.00 11.15	
0001178 25607	VILLA PARK OFFICE EQUIPMENT	000831	01 05/19/2008	110-6046-418.50-01	VENDOR TOTAL * CABINET	363.95 79.00	363.95 79.00	
0006095 VS-74595	VITAL SIGNS USA INC	000730	01 05/19/2008	110-0094-454.60-32	VENDOR TOTAL * MEMORIAL DAY PARADE	79.00 1,046.93	79.00 1,046.93	
0008217 4889	VORIS MECHANICAL INC	001044	01 05/19/2008	110-5030-421.80-23	VENDOR TOTAL * CONDENSING UNIT REPLACE	1,046.93 1,000.00	1,046.93 1,000.00	
0003452 43766	WALTER ROOFING, M.	000648	01 05/19/2008	510-6057-502.50-01	VENDOR TOTAL * GUTTERS/DOWNSPOUTS	1,000.00 3,950.00	1,000.00 3,950.00	

PREPARED 05/12/2008, 9:50:31 EXPENDITURE APPROVAL LIST PAGE 35
 PROGRAM: GM339L AS OF: 05/19/2008 CHECK DATE: 05/22/2008
 CITY OF ELMHURST, ILLINOIS BANK: 01

INVOICE NO	VENDOR NAME	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0003452	WALTER ROOFING, M.								
0015717 466585	WENTWORTH TIRE-BENSENVILLE	000922	01	05/19/2008	110-6047-512.50-20	TIRES/PW41	VENDOR TOTAL *	3,950.00	
0000573 40485	WEST AUTOMOTIVE SERVICE INC	000980	01	05/19/2008	110-6047-512.50-02	TRK/PARTS PD-12	VENDOR TOTAL *	60.95	
0000576	WEST SUBURBAN OP, INC.						VENDOR TOTAL *	46.00	
68352	000227	01	05/19/2008	110-2006-413.40-33	STAMPERS			134.85	
68144	000467	01	05/19/2008	110-4020-422.60-25	DIVIDERS/BINDERS			111.32	
2428CM	000468	01	05/19/2008	110-4020-422.60-25	RETURNED MERCHANDISE			32.72-	
68000	000222	01	05/19/2008	110-5030-421.40-33	SUPPLIES			73.80	
68201	000228	01	05/19/2008	110-5030-421.40-33	STAMP			19.95	
68431	000710	01	05/19/2008	110-5030-421.40-33	SUPPLIES			39.43	
68687	000885	01	05/19/2008	110-5030-421.40-33	SUPPLIES			171.23	
68054.1	000223	01	05/19/2008	110-6040-431.40-33	SUPPLIES			1.90	
68054	000225	01	05/19/2008	110-6040-431.40-33	SUPPLIES			10.27	
68382	000466	01	05/19/2008	110-7060-451.40-33	LABELS			25.99	
68054.1	000224	01	05/19/2008	510-6050-501.40-33	SUPPLIES			1.89	
68054	000226	01	05/19/2008	510-6050-501.40-33	SUPPLIES			10.27	
0004668 171447	WEST TOWN REFRIGERATION	000842	01	05/19/2008	110-5030-421.30-98	MONTHLY MAINT FEE	VENDOR TOTAL *	568.18	
0002838 000161297	WHOLESALE DIRECT	001935	01	05/19/2008	110-6047-512.50-16	BACK-UP LITE	VENDOR TOTAL *	483.00	
0005753 04/22-04/25/08	WIEHE, MICHAEL	000640	01	05/19/2008	110-5030-421.60-54	EXPENSE REIMBURSEMENT	VENDOR TOTAL *	483.00	
0011201 J. GANDY	WILL COUNTY CLERK	001128	01	05/19/2008	110-5030-421.60-37	NOTARY CERTIFICATE	VENDOR TOTAL *	37.31	
0000578 598 HAWTHORNE	WILSON, NANCY	001048	01	05/19/2008	510-6056-502.30-90	SEWER LINE REIMBURSEMENT	VENDOR TOTAL *	37.31	
0005674 30659 30660	WINKLER'S TREE SERVICE INC.	000899	01	05/19/2008	110-6043-434.30-22	DED TREE REMOVAL	VENDOR TOTAL *	1,096.50	
		000900	01	05/19/2008	110-6043-434.30-88	DED TREE REMOVAL	VENDOR TOTAL *	1,096.50	
							VENDOR TOTAL *	10.00	
							VENDOR TOTAL *	10.00	
							VENDOR TOTAL *	1,375.00	
							VENDOR TOTAL *	1,375.00	
							VENDOR TOTAL *	596.96	
							VENDOR TOTAL *	1,017.83	



CITY OF ELMHURST

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77
THOMAS D. MARCUCCI
MAYOR
PATTY SPENCER
CITY CLERK
CHARITY S. PIGONI
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

April 18, 2008

To: Members of the City Council

Re: Reappointment to Board of Fire and Police Commissioners - Cathcart

With your advice and consent, I will reappoint Thomas M. Cathcart to the Board of Fire and Police Commissioners for a term to expire May 1, 2011.

Respectfully yours,

Thomas D. Marcucci
Mayor

TDM/ds

**Copies To All
Elected Officials**

05-01-08

05-15-08



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May 13, 2008

TO: Mayor Marcucci and Members of the City Council

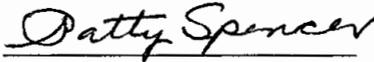
RE: **Bids, Streetlight Pole Painting**

In response to an invitation to bid on the Streetlight Pole Painting advertised in the Elmhurst Press on Friday, April 25, 2008, bids were received from three area contractors.

Bids were opened at 10:00 a.m. on Tuesday, May 13, 2008, and following is a summary of the bids received:

<u>Contractor</u>	<u>Total Cost</u>
Alpha Paintworks, Inc. (Chicago, IL)	\$19,450.00
Olson Commercial Painting (St. Charles, IL)	\$23,850.00
GP Maintenance Services, Inc. (Palos Hills, IL)	\$30,400.00

Respectfully submitted,


Patty Spencer
City Clerk



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CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

May 6, 2008

To: Mayor Marcucci and Members of the City Council

Re: Policy for Rain Gardens for Rear Yards Drainage -
Alderman Leader and Alderman Rose

It is respectfully requested that the attached request from Alderman Norm Leader and Alderman Susan Rose regarding the policy for rain gardens for rear yards drainage be referred to the Public Works and Building Committee for their review and recommendation.

Respectfully submitted,

Thomas P. Borchert
City Manager

TPB/ds
Attachment

Copies To All
Elected Officials
05-15-08

To: Mayor Thomas D. Marcucci and Members Elmhurst City Council

From: Alderman Norm Leader *NT*
Alderman Susan J. Rose *SR*

Subject: Policy for Rain Gardens for Rear Yards Drainage

The Rear Yard Drain program was designed several years ago to reduce standing water due to natural low spots and to remove sump pump discharge from private property. Work is done on a cost-sharing basis by a contractor hired by the City working under the City's supervision.

We believe residents should have another option for dealing with standing water due to natural low spots; one that is eco friendly and absorbs the water on site versus rushing it into Salt Creek via the City's storm water sewers.

Rain Gardens have proven to be effective at solving draining problems and support a healthier environment. We request the Public Works committee update the Rear Yard Drain Program to include bona fide Rain Gardens with cost-sharing by the City and a contractor working under the City's supervision. We further suggest a higher reimbursement rate for Rain Gardens than for Rear Yard Drains to encourage Elmhurst residents to use this eco friendly method.

Rain Gardens will also help backyard flooding in areas that do not have storm sewers such as North Graue Woods.

Respectfully submitted,

Alderman Norm Leader, Second Ward
Alderman Susan Rose, Third Ward



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

May 6, 2008

To: Mayor Marcucci and Members of the City Council

Re: Bike Safety – Ald. Rose, Ald. Mulliner & Ald. Morley

It is respectfully requested that the attached request from Alderman Susan Rose, Alderman Mark Mulliner and Alderman Steven Morley regarding bike safety be referred to the Public Affairs and Safety Committee for their review and recommendation.

Respectfully submitted,

Thomas P. Borchert
City Manager

TPB/ds
Attachment

Copies To All
Elected Officials
05-15-08

To: Mayor Thomas D. Marcucci and Members Elmhurst City Council

From: Alderman Susan Rose
Alderman Mark Mulliner
Alderman Steve Morley

Subject: Bike Safety

Given the ever-increasing numbers of cyclists coupled with the warmer weather, we have become quite concerned about bike safety in all parts of the City. A previous referral by Alderman Rose regarding bike lanes resulted in a finding that many of our streets are too narrow to accommodate this feature. There are however, myriad other innovations that can be made in City practice that would result in a safer environment for both adult and child cyclists. Some of these innovations might include but not be limited to:

- Specification of current laws as they relate to cycling included in all spring and summer issues of *The Front Porch*;
- Signs that advise motorists to be aware of cyclists in neighborhoods;
- Pursuing free bike racks available through the county that would encourage more residents to use their bikes to ride to town and shop (alleviating parking demand for at least the warmer months);
- The establishment of a time-limited bicycle task force to look at safety issues.

In order to create safer streets for all residents, we ask that this issue be referred to the Public Affairs and Safety Committee for review to suggest policy to the City Council.

Respectfully submitted,

Alderman Susan Rose
Alderman Mark Mulliner
Alderman Steven Morley



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CITY MANAGER

May 9, 2008

To: Mayor Marcucci and Members of the City Council

Re: Request from Elmhurst Park District - Joint Park District/City Committee

It is requested that the attached correspondence from Colette M. Kubiesa, Elmhurst Park Board President regarding creating a joint Park District and City Committee be forwarded to the Finance, Council Affairs and Administrative Services Committee for their review, evaluation and subsequent recommendation for City Council consideration.

Respectfully submitted,

Thomas P. Borchert
City Manager

TPB/ds
Attachment

Copies To All
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05-15-08

May 5, 2008

5/19 Agenda
Consent to
FCR AS

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

RE: Joint Park District / City C

Dear Mayor Marcucci: *TM*

As per our telephone conversation on Thursday, May 1st, I just wanted to again let you know what the Park District Board would like the City Council to consider. Currently the Park District has two committees that are: Park District / School Committee and Park District / Library Committee. The Park District / School Committee consists of 3 Park Board Commissioners, 3 School Board Members and the CEO's from each organization. In the past, this committee had met two times per year and then had not met for a number of years. It is now (hopefully) on the path to again meeting twice per year. It is a sharing of ideas, keeping each board updated on issues affecting each organization, etc. The other committee is the Park District / Library Committee, consisting of 2 Park Commissioners, 2 Library Board Members and again the respective CEO's. This committee has not met for quite some time.

It has been suggested by several Park Commissioners that we establish a Park District / City Committee, again setting it up along the same lines as the other committees, i.e. 2 commissioners, 2 council members and the respective CEO's, possibly meeting twice per year.

I understand that you have to bring this idea to the City Council to see if this is something that would be of interest to the city. I look forward to hearing from you on this matter, and again the Elmhurst Park District looks towards continued joint cooperation with the City of Elmhurst. If you have any questions or would like to discuss this further, please don't hesitate to call me. The best way to reach me over the next week would be my cell phone 630-272-1958.

Sincerely,

Colette M. Kubiesa
Colette M. Kubiesa
Elmhurst Park Board President

RECEIVED
MAY - 7 2008

cc: Elmhurst Park Board of Commissioners
Rich Grodsky, Executive Director, Elmhurst Park District

CITY OF ELMHURST

225 Prospect • Elmhurst, Illinois 60126 • Phone: (630) 993-8900 • Fax: (630) 993-8913 • www.epd.org

BOARD OF PARK COMMISSIONERS

Chris Healy • Mary E. Kies • Colette M. Kubiesa • Patricia Morissette-Moll • Norm Reinertsen • Vince Spaeth • Carolyn Ubrisco



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CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

May 12, 2008

TO: Mayor Marcucci and Members of the City Council

RE: **2008 Water Meter Purchase**

The Public Works and Buildings Committee met on Monday, May 12, 2008 to discuss the purchase of Automated Meter Reading (AMR) units necessary for new construction, water meter upgrades, replacement of existing water meters, and to continue our radio AMR system integration project.

The City standard, Neptune Water meters, are purchased directly from Neptune Technologies Corporation and are not competitively bid. The City has standardized purchasing Neptune meters at this time because it is compatible with the current Automatic Meter Reading (AMR) system/equipment; reduces unnecessary inventory supplies, and is a quality product. Neptune Technologies has agreed to maintain their pricing for this purchase at last year's level, \$82.00 per unit.

The current pricing and quantities to be ordered are summarized as follows:

<u>Quantity</u>	<u>Unit Type</u>	<u>Total Cost</u>
2000	R900 AMR Units	\$164,000.00

The unit is an outside remote AMR radio frequency device attached for the ease of recording the customer's water consumption. The meter reading is accomplished by simply walking or driving by the customer home and collecting the reads through the radio receiving handheld unit.

Funds have been provided in the 2008/2009 budget, Municipal Utility Fund, account number 510-6052-501-40-68 (Water Meters), in the amount of \$250,000 for the purchase of water meters.

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5-15-08

cc: P.W. and
Bldg. Comm.
MAYOR TPB
HUGHES STREICHER
05-08-08

Page 2

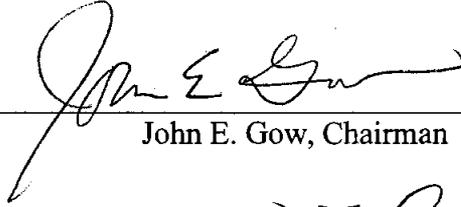
TO: Mayor Marcucci and Members of the City Council

RE: **2008 Water Meter Purchase**

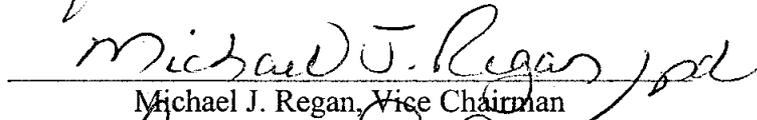
It is, therefore, the recommendation of the Public Works and Buildings Committee that the proposal from Neptune Technologies for the listed pricing and quantity shown in the amount of \$164,000.00 be accepted.

Respectfully submitted,

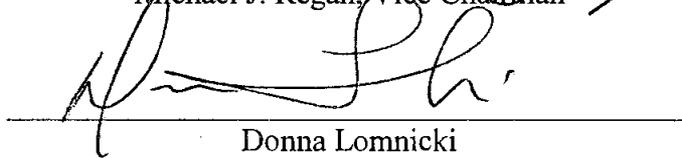
PUBLIC WORKS AND BUILDINGS COMMITTEE



John E. Gow, Chairman



Michael J. Regan, Vice Chairman



Donna Lomnicki



Pat Shea



CITY OF ELMHURST

209 NORTH YORK STREET
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THOMAS D. MARCUCCI
MAYOR
PATTY SPENCER
CITY CLERK
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THOMAS P. BORCHERT
CITY MANAGER

March 24, 2008

To: Mayor Marcucci and Members of the City Council

RE: Elmhurst's Senior/Disabled Transportation Programs and Recommendation to Consider Ride DuPage

The Public Affairs and Safety Committee met on March 10, 2008 and again on March 24, 2008 to discuss the recommendation from the Director of Finance and Administration, Marilyn Gaston to provide the financial support estimated to be necessary to allow the Ride DuPage Program to be provided to the Elmhurst community.

Staff began to research transportation alternatives when residents who are wheelchair-bound contacted City Hall regarding the lack of accessibility of the current taxi services. Ride DuPage is a viable alternative to all of the City's current transportation programs. This program was developed by the Inter Agency Paratransit Coordinating Council (IAPCC). IAPCC has designated DuPage County as the lead agency for this program, and the County has contracted with Pace Suburban Bus to manage the day-to-day operations of Ride DuPage.

An analysis of the current programs and proposed program recommendation follows:

1. The current Elmhurst Taxi Program allows Elmhurst disabled and senior (65+ years old) residents to travel anywhere within the City limits for \$1.40 each way for a limit of 20 one-way trips per month. The average annual cost, net of the \$1.40 per ride resident payment, of this program for the past five fiscal years 2003 through 2007 was \$26,398 for senior residents and \$2,631 for disabled residents. For the period of March 2007 through July 2007, the average number of monthly one-way rides was 424 rides.
2. The current DuPage County Pilot II Taxi Program is a coupon-based program that allows disabled and senior (65+ years old) persons to ride anywhere in DuPage County at half price. Coupons are purchased at a cost of \$2.50 each and have a face value of \$5.00 when used towards payment of taxi service. The average annual cost of the Pilot II Taxi Program for the five fiscal years 2003 through 2007 was \$11,500. The average annual revenue for the same period was \$5,475 for a net annual cost of \$6,025. Approximately 2,200 coupons are sold annually.
3. The City's total average net cost annually for the City's two transportation programs is \$35,054.

Ride DuPage is a transportation service that operates 7 days a week, 24 hours per day. Municipalities, townships and social service organizations can participate by subsidizing transportation for their clients.

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Each sponsoring agency determines the following for its residents: eligibility criteria for riders such as age, disability or income, service boundaries and fare paid by resident rider. Based on the agencies currently using Ride DuPage (Glen Ellyn, Naperville, Naperville Township, Lisle Township, DuPage County Human Services and DuPage County Senior Services), the average length per one-way trip is five miles. The average total cost for that trip is \$19, which is a combination of the average cost per trip of \$16 and the average call center cost per trip of \$3.

The proposed eligibility criteria for Elmhurst resident riders would be:

- a. 65+ years of age
- b. Disabled (must possess a valid RTA Paratransit card)
- c. Serving Entire DuPage County.
- d. Serving Cook County Hospitals/Doctors' Offices only
- e. Flat rate of \$24 to O'Hare and \$36 to Midway (price includes tip)
- f. Fare of \$1 flag pull and \$1 per mile would generate a net expense of approximately \$76,000 annually. The cost to the resident for a three mile ride would be \$4.00 compared to \$1.40 with the current program.

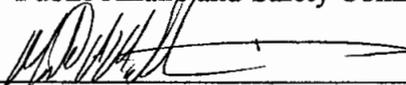
The Ride DuPage advantages over the current programs include:

- a. Mini buses are wheelchair accessible; curb to curb service
- b. Greater range of travel beyond DuPage County
- c. High on-time percentage of 94% for taxis and buses
- d. One-time registration
- e. Tip included in fare
- f. Pace approves all drivers
- g. Central call center with "live" people
- h. Total trip cost is provided at time ride is scheduled

The listed benefits outweigh the increased costs to the City and residents. The proposed 2008/2009 proposed budget reflects implementation of Ride DuPage.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Council approve the implementation of the Ride DuPage program, in place of the current Elmhurst Taxi program and DuPage County Pilot II program. Although the cost for Ride DuPage is greater than the cost for current transportation programs, this program provides a wider range of travel, a 24/7 operation, handicap accessibility, and a one-time registration. It is also the recommendation of the committee that the proposed Ride DuPage program be evaluated in six months and one year to assess rider ship and cost.

Respectfully submitted,
Public Affairs and Safety Committee



Mark A. Mulliner, Chairman

**PUBLIC AFFAIRS &
SAFETY COMMITTEE**

*Mayor TPB HSJ
1000 Newberry
Spencer
5-8-08*



Michael Bram, Vice-Chairman

Agenda/pa&s/2008 reports/Ride DuPage Program



Chris Nybo



CITY OF ELMHURST

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THOMAS D. MARCUCCI
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THOMAS P. BORCHERT
CITY MANAGER

May 13, 2008

TO: Mayor Marcucci and Members of the City Council.

RE: Case Number 08 P-02/City of Elmhurst Zoning Ordinance Text Amendments

Request by the City of Elmhurst, as petitioner, to amend certain provisions of the Elmhurst Zoning Ordinance.

The Development, Planning and Zoning Committee met on March 24 and May 12, 2008, to review the application and details regarding this request. The Committee reviewed appropriate sections of the Zoning Ordinance, and the transcript of the public hearing.

The City of Elmhurst, as applicant, is requesting amendments to the Zoning Ordinance as follows:

1. Add language to Chapter 7, Part A, Section 4c to allow administrative approval of front porches that extend up to 6 feet into the average front yard.
2. Add language to Chapter 11, Section 11.5-1 that restricts display to amber text on black background without scrolling, flashing or other movements between text messages.
3. Delete Section 4.6-7b in its entirety. With the adoption of the North Downtown Business District Plan (an amendment to the Comprehensive Plan approved in 2000), and subsequent approval of the new C4A North Downtown Business Zoning District, the Zoning and Planning Commission and City Council approved the concept of "streetwall", or the placement of buildings on the front property line which helps to establish a more traditional downtown development pattern and design character along York Street. The new C4A district provides that new structures be located close to the street right-of-way (front property line).
4. Revise Section 4.10 regarding Temporary Uses and Events to allow administrative approval (City Manager) of temporary use and special event requests, subject to all the same requirements (such as duration of permit and provision of cash bond).
5. Add language to allow "Buildings and/or Facilities owned, operated or controlled by the City of Elmhurst" as permitted uses in the C/R Conservation/Recreation District.
6. Add "Municipal Parking Garages or Structures" and Municipal Lots for the storage of private passenger automobiles" as permitted uses in the C4 Central Business District, the

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O/I/C Office/Institutional/Cultural District and the C1 Local Shopping District (Spring Road area). Also add "Parking Garages or Structures, other than accessory" as a Conditional Use in the C1 Local Shopping District, and "Parking Garages or Structures, other than accessory" and "Parking Lots, open and other than accessory, for the storage or private passenger automobiles" as Conditional Uses in the C4 Central Business District.

7. Revise Section 11.9-2 to allow City Manager approval of Civic Banner requests.

During their review, the DPZ Committee reviewed these proposed changes in detail and discussed how they will help streamline and refine the Zoning Ordinance. Ultimately, the Committee concluded review and discussion with a positive recommendation regarding the proposed text amendments as detailed above. Therefore, the Development, Planning and Zoning Committee recommends approval of the requested text amendments. The City Attorney is hereby directed to prepare the necessary documents for City Council approval.

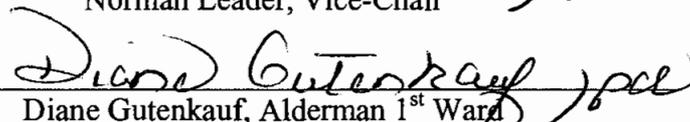
Respectfully submitted,
DEVELOPMENT PLANNING AND ZONING COMMITTEE



Susan J. Rose, Chair



Norman Leader, Vice-Chair



Diane Gutenkauf, Alderman 1st Ward



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MAYOR
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CHARITY S. PIGONI
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

May 13, 2008

TO: Mayor Marcucci and Members of the City Council

RE: **Case Number 08 P-03/Massage Envy Conditional Use**

Request for a Conditional Use Permit for the purpose of operating a Masseur/Masseuse Services Facility on property commonly known as 191 S. Route 83 (PIN 06-03-417-016) (Elmhurst Crossing Shopping Center) said property being wholly located within the C2 Community Shopping and Service District.

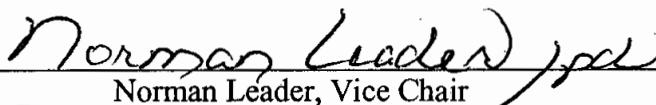
The Development, Planning and Zoning Committee met on May 12, 2008, to review the application and information regarding the subject request. This included documents supplied by the applicant, and the public hearing transcript for this request.

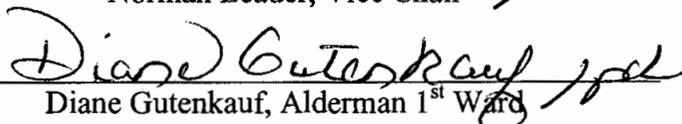
Tom and Kathy Durand, applicants and franchisees of the proposed Massage Envy Conditional Use, were present to answer questions from the DPZ Committee. The Committee reviewed the use, its location, and the floor plan. The Committee posed several questions for response by the Durands. Questions regarding buildout of the space and business procedures were reviewed as well. The Committee noted that Massage Envy facilities are designed and built out in accordance with all local building codes, including ADA requirements. In addition, all massage therapists are required to be licensed and certified from an accredited massage college having at least 500 hours of educational credits. Massage Envy is a national franchising organization based in Arizona whose focus is therapeutic massage. There are 375 clinics currently in operation with an additional 368 under development.

The Committee reviewed the Standards for Conditional Use and supports the request based on these Standards. Therefore it is the recommendation of the Development, Planning and Zoning Committee to recommend approval of this conditional use request. The City Attorney is hereby directed to prepare the necessary documents for City Council review and approval.

Respectfully submitted,
DEVELOPMENT PLANNING AND ZONING COMMITTEE


Susan J. Rose, Chair


Norman Leader, Vice Chair


Diane Gutenkauf, Alderman 1st Ward

Copies To All
Elected Officials
5-15-08

57

MCO-10-2008

AN ORDINANCE IMPOSING PARKING RESTRICTIONS ON HILLSIDE AVENUE

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 44.120 (No Parking Zones Enumerated) of the Elmhurst Municipal Code is amended by adding language to such Section as follows:

Hillside Avenue, along the west side thereof, between Montrose Avenue and Vallette Street, except those spaces designated by the posting of signs for parking between the hours of 8:15 and 8:45 A.M. and between 2:45 and 3:15 P.M., on those days when school is in session, by attended vehicles only.

Fairfield Avenue, along the east side thereof, between Montrose Avenue and Vallette Street, on days when school is in session between the hours of 8:15 and 8:45 A.M. and between 2:45 and 3:15 P.M., except those spaces designated by the posting of signs for parking by attended vehicles only.

Fairfield Avenue, along the east side thereof, between Vallette Street and Crescent Avenue, on days when school is in session between the hours of 8:15 and 8:45 A.M. and between 2:45 and 3:15 P.M., except those spaces designated by the posting of signs for parking by attended vehicles only.

Hillside Avenue, along the west side thereof, between Prairie Path Lane and Montrose Avenue, on days when school is in session between the hours of 8:15 and 8:45 A.M. and between 2:45 and 3:15 P.M., except those spaces designated by the posting of signs for parking by attended vehicles only.

SECTION 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. 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

**Copies To All
Elected Officials**

5-15-08

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance - Hillside Avenue and Fairfield Avenue Parking Restrictions

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Attached for Council consideration is an ordinance establishing a "No Parking" zone on the west side of Hillside Avenue, between Montrose Avenue and Vallette Street. The "No Parking Zone" would still permit parking by attended vehicles for the drop off and pick up of students at the beginning and end of the school day.

The attached ordinance also establishes "No Parking" zones on the east side of Fairfield Avenue between Montrose Avenue and Vallette Street, on the east side of Fairfield Avenue between Vallette Street and Crescent Avenue, and on the west side of Hillside between Prairie Path Lane and Montrose Avenue. These "No Parking" zones would only be in effect on school days and would still permit parking by attended vehicles for the drop off and pick up of students at the beginning and end of the school day.

After consultation with the City's Engineering Division and Police Department, language will be incorporated into the parking restriction signs that is different from the language used in the committee report, but which follows the intent of the report and states the parking restrictions and exceptions in a clearer manner. For example, rather than use the term "no parking, stopping or standing" the signs will use the term "no parking...attended vehicles only..."

R-11-2008

**A RESOLUTION APPROVING THE YORKFIELD AREA WATER SYSTEM
PURCHASE AGREEMENT BY AND BETWEEN THE CITY OF ELMHURST
AND THE VILLAGE OF OAK BROOK**

WHEREAS, the Village of Oak Brook ("Oak Brook") owns and operates a water system known as the Yorkfield Area Water System in an area located south of Butterfield Road, east of Euclid Avenue, west of Caldwell Avenue and north of Roosevelt Road adjacent to the City's water system as described in the Purchase Agreement attached hereto and made a part hereof as Exhibit A (the "Purchase Agreement"); and

WHEREAS, the City desires to purchase the Water System from Oak Brook with terms and conditions substantially in conformity with the Purchase Agreement attached hereto; and

WHEREAS, Oak Brook is willing to sell the Water System to the City upon those terms and conditions as set forth in the Purchase Agreement attached hereto; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Elmhurst, DuPage and Cook Counties, Illinois that the Purchase Agreement substantially in the form attached hereto as Exhibit "A", is hereby approved subject to review and approval of the City Attorney.

BE IT FURTHER RESOLVED that upon approval of the City Attorney, the Mayor is authorized to sign and the City Clerk is authorized to attest to the Purchase Agreement and any other documents necessary to effectuate the purchase of the Water System from Oak Brook.

Approved this _____ day of May, 2008.

Thomas D. Marcucci, Mayor

Passed this _____ day of _____, 2008.

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

**Copies To All
Elected Officials**

5-15-08

COUNCIL ACTION SUMMARY

SUBJECT: Resolution - Approving the Yorkfield Area Water System
Purchase Agreement by and between the City of Elmhurst and the
Village of Oak Brook

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

This Resolution would approve an agreement for the purchase of the Yorkfield Water System from the Village of Oak Brook for a price of \$350,000. The Council will recall that it approved the purchase February 19, 2007. Negotiations between staff of the City and Village over the past few months have resulted in the attached form of agreement which accurately sets out the substantive and material terms of the transaction. Fine tuning of the document by attorneys for both parties may be required and therefore this Resolution would approve the agreement for signature subject to the final review by the City Attorney.



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

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

Memorandum

To: Tom Borchert, City Manager

From: Mike Hughes, Director of Public Works

Date: May 15, 2008

Re: Yorkfield Watermain Systems

MAH
cc: City Council

Elmhurst Utility Division personnel have been working with the Oak Brook water department to assess and outline necessary repairs to the Yorkfield water system prior to any transfer. Numerous defects were discovered, the most notable of which was a number of b-boxes which could not be "keyed". Oak Brook has been working to correct those and some other minor deficiencies and has completed all of those repairs to the satisfaction of Elmhurst Utility Division Superintendent.

Regarding meter reading, after the transfer of ownership Oak Brook personnel will continue to read the meters and supply that data the Elmhurst Finance Department for billing purposes. Elmhurst employees will change out the approximately 350 meters with Elmhurst equipment so that Elmhurst personnel can read the meters. It is anticipated that the change over will take approximately 3 months. Oak Brook will read meters until the change over is complete.

Let me know if you need anything else on this.

F. J. E.
MS
5/15/08

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF THE ELMHURST, ILLINOIS
HELD ON MONDAY, FEBRUARY 19, 2007
209 NORTH YORK STREET
ELMHURST, ILLINOIS**

<u>SUBJECT</u>	<u>PAGE</u>
Executive Session 7:00 p.m. – Land Acquisition, Litigation and Discussion of Minutes of Meetings Lawfully Closed for Semi Annual Review -----	1
Call to Order/ Pledge of Allegiance/Roll Call -----	1
Receipt of Written Communications and Petitions from the Public -----	1
Public Forum -----	1
Consent Agenda	
Minutes of Regular Meeting Held on Monday, February 5, 2007 -----	1
Accounts Payable – February 19, 2007 Total \$ 960,155.56 -----	2
Appointments to the Elmhurst Historic Preservation Commission (Rosenberg, Llewellyn, Goding, Tellefsen, Sarna, Brundage and Beebe) -----	2
Bid, 2007 – 2009 Contract Turf Landscape Maintenance -----	2
DuPage Mayors and Managers Conference 2007 Legislative Action Program -----	3
York & Vallette Farmer’s Market Underpass Banner Request – 2008 -----	3
Elmhurst Jaycees Banner Request – 2008 -----	3
Elmhurst Memorial Hospital Foundation Banner Requests – 2007 & 2008 -----	4
Elmhurst Noon Rotary Club Underpass Banner Request – 2007 -----	4
Report – 2007 Water Meter Purchase -----	4
Report – Highway Authority Agreement -----	5
Report – Yorkfield Area Water System -----	7
Report – Installation of Sidewalks on Belden Avenue -----	7
Report – Senior Citizen Discounts for Vehicles -----	8
Report – Retail Recruitment Consultant Contract – Recommendation for Approval -----	9
Report – DuPage Community Development Commission – Intergovernmental Agreement -----	10
Report – Case Number 06 P-13/Lexington Square Request for Amended Conditional Use/Planned Development -----	11
Report – Case Number 07 ZBA-01/Shea Variation 835 S. Fairfield Avenue -----	11
R-05-2007 – A Resolution Approving an Agreement with PMA Financial Network, Inc. and PMA Securities, Inc. for Investment Services -----	12
R-06-2007 – A Resolution Approving and Authorizing the Release of Closed Session Minutes for Meetings Held Between October 16, 1995 and January 2, 2007 -----	12
Reports and Recommendations of Appointed and Elected Officials -----	14
Ordinances	
MCO-04-2007 – An Ordinance Amending the Schedule of Fees for Motor Vehicle Licenses In Connection With Senior Citizen Discounts -----	14
Other Business -----	15
Announcements -----	15
Adjournment -----	15

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF ELMHURST, ILLINOIS
HELD ON MONDAY, FEBRUARY 19, 2007
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, Litigation and Discussion of Minutes of Meetings Lawfully Closed for Semi Annual Review.

Present: Ann Tranter, Janice Vanek, Norman Leader, Michael Bram, Phillip Jordan, Moira Moriarty, Steven Hillsman, George Szczepaniak

Absent: Michael Regan (arrived at 7:16 p.m.), Susan Rose (arrived at 7:01 p.m.), Stephen Hipskind, John Gow, Mark Mulliner, Donna Lomnicki (arrived at 7:03 p.m.)

Also in attendance: City Attorney Kubiesa, City Manager Borchert

Alderman Bram moved to convene into executive session for the purpose of discussing Land Acquisition, Litigation and Discussion of Minutes of Meetings Lawfully Closed for Semi Annual Review. Alderman Moriarty seconded. Roll call vote:

Ayes: Bram, Moriarty, Tranter, Vanek, Leader, Jordan, Hillsman, Szczepaniak

Nays: None

8 Ayes, 0 Nays, 6 absent
Motion duly carried

Alderman Moriarty moved to adjourn executive session. Alderman Hillsman seconded. Voice vote. Motion carried. Executive session adjourned at 7:35 p.m.

CALL TO ORDER/PLEDGE OF ALLEGIANCE/ROLL CALL

Attendance: 50

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

Present: Ann Tranter, Michael J. Regan (left at 8:25 p.m.), Janice A. Vanek, Norman Leader, Susan J. Rose, Michael Bram, Phillip D. Jordan, Moira Moriarty, Stephen Hillsman, George Szczepaniak, Donna Lomnicki

Absent: Stephen Hipskind, John Gow, Mark A. Mulliner

Also in Attendance: City Treasurer Pigoñi, City Attorney Kubiesa, City Manager Borchert

RECEIPT OF WRITTEN COMMUNICATIONS AND PETITIONS FROM THE PUBLIC

3. None.

PUBLIC FORUM

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

Spoke regarding the behavior of an Alderman at the last City Council meeting. She stated that there is a lack of respect between aldermen on the dais and recent behavior has been that of a Jr. High Student Council. The Council has to act with the highest integrity.

CONSENT AGENDA

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

a. MINUTES OF REGULAR MEETING HELD ON MONDAY, FEBRUARY 5, 2007 (City Clerk Spencer): Approve as published

- l. REPORT – YORKFIELD AREA WATER SYSTEM The following report of the Public Works and Buildings Committee was presented:

February 12, 2007

TO: Mayor Marcucci and Members of the City Council
RE: Yorkfield Area Water System

The Public Works and Buildings Committee met on Monday, November 27, 2006 and again on February 12, 2007 to review a proposal from the Village of Oakbrook for the sale of the Yorkfield Area Water System. The Village of Oakbrook is offering to sell the Yorkfield Area Water System to the City of Elmhurst for \$350,000.

The Yorkfield Area described in the proposal for sale is basically the unincorporated area south of the City's southern corporate limits to Roosevelt Road and between Euclid and I-294. These homes and businesses are currently serviced by the Oakbrook water system.

There are numerous reasons why it is appropriate that the City of Elmhurst take over and maintain the water system in this area. One is that the City of Elmhurst Fire Department currently provides fire service to these homes and it would make sense for the Elmhurst Public Works Department to maintain the system to the level that the Elmhurst Fire Department is accustomed. In addition, Oakbrook has denied taking on new customers in this area as it does not want to expand its system. Finally, if this area chooses to annex to the City of Elmhurst it will be beneficial to know that the City's Department of Public Works has been maintaining the water system.

Attached to this report are an Executive Summary regarding the expenses and revenues of taking over the system including a description of the benefits of doing so and a copy of the Valuation of the Yorkfield Water System completed by Alvord, Burdick & Howson, L.L.C. The valuation report was a joint effort by the City of Elmhurst and the Village of Oakbrook through AB&H to assess the conditions of the system as well as the value of it. The Public Works and Buildings Committee felt that control of the water system in the Yorkfield area by the City of Elmhurst would be a long term beneficial move. After much review and discussion by the Committee and staff, a consensus was reached that the \$350,000 purchase/sale price is reasonable and appropriate and that Elmhurst should serve this area going forward.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the purchase of the Yorkfield Area Water System from the Village of Oakbrook for \$350,000 be approved and that the City Attorney be authorized to prepare the appropriate documents for future City Council consideration.

Respectfully submitted,
Public Works and Building Committee

/s/ George Szczepaniak

Chairman

/s/ Michael Regan

Vice-Chairman

/s/ Moira Moriarty

/s/ Donna Lomnicki

- m. REPORT – INSTALLATION OF SIDEWALKS ON BELDEN AVENUE The following report of the Public Works and Buildings Committee was presented:

February 12, 2007

TO: Mayor Marcucci and Members of the City Council
RE: Installation of New Public Sidewalks on Belden Avenue

The Public Works and Buildings Committee met on Monday, February 12, 2007 to review the neighborhood request for the installation of sidewalks on the north and south sides of Belden Avenue from West Avenue to Garden Avenue.

The Development, Planning and Zoning Committee met on February 12, 2007 to review the Zoning & Planning Commission report dated January 29, 2007 regarding the subject request. The Committee also reviewed the documents submitted by the applicant, and the transcript of the public hearing. The applicant is requesting approval of a front yard variation for a covered front porch on the subject property.

During their review, the Committee reviewed the proposal in detail, discussed the circumstances and background associated with the proposed new porch on this existing home, and reviewed the zoning variation request. The Committee believes that the change to the home's appearance resulting from the new porch enhances its appearance and benefits the neighborhood. The Committee believes that the applicant did a good job of pointing out their unique circumstances and identifying the reasonable return and enjoyment of the property associated with the proposed front porch. The Committee also noted the unusual lot characteristics, and the limitations of the existing design of the home, which result in a unique situation for the homeowner. As such, the Committee believes that all 3 criteria for zoning variations have been met by this request. The Committee also noted that the existing home's size, plus the new porch, combined with the small lot size, results in nearly the maximum lot coverage allowed by the Zoning Ordinance.

It is therefore, the recommendation of the Development, Planning and Zoning Committee to concur with the recommendation of the Zoning & Planning Commission's recommendation that the request be approved. The City Attorney is hereby directed to prepare the necessary documents for City Council approval.

Respectfully submitted,
Development, Planning and Zoning
Committee

/s/ Susan J. Rose
Chairman

/s/ John E. Gow
Vice-Chairman

/s/ Norman Leader

- s. R-05-2007 – A RESOLUTION APPROVING AN AGREEMENT WITH PMA FINANCIAL NETWORK, INC. AND PMA SECURITIES, INC. FOR INVESTMENT SERVICES

Resolution R-05-2007 was presented for passage.

- t. R-06-2007 – A RESOLUTION APPROVING AND AUTHORIZING THE RELEASE OF CLOSED SESSION MINUTES FOR MEETINGS HELD BETWEEN OCTOBER 16, 1995 AND JANUARY 2, 2007

Resolution R-06-2007 was presented for passage.

Alderman Szczepaniak pulled item **5a. Minutes of Regular Meeting Held on Monday, February 5, 2007**. Alderman Tranter pulled item **5c. Appointments to the Elmhurst Historic Preservation Commission**. Alderman Bram pulled item **5n. Report – Senior Citizen Discounts for Vehicles**.

Alderman Rose moved to accept the contents of the Consent Agenda less items **5a. Minutes of Regular Meeting Held on Monday, February 5, 2007**, **5c. Appointments to the Elmhurst Historic Preservation Commission** and **5n. Report – Senior Citizen Discounts for Vehicles**. Alderman Vanek seconded. Voice vote unanimous, motion carried. Alderman Lomnicki moved to approve the contents of the Consent Agenda less items **5a. Minutes of Regular Meeting Held on Monday, February 5, 2007**, **5c. Appointments to the Elmhurst Historic Preservation Commission** and **5n. Report – Senior Citizen Discounts for Vehicles**. Alderman Moriarty seconded. Roll call vote:

Ayes: Lomnicki, Moriarty, Tranter, Regan, Vanek, Leader, Rose, Bram, Jordan, Hillsman, Szczepaniak

Nays: None

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

Alderman Szczepaniak stated he pulled item **5a. Minutes of Regular Meeting Held on Monday, February 5, 2007** in order to question the coverage of two (2) key areas of the meeting. He asked why in the note taking the City Clerk did not include discussion germane to the item discussed.

Clerk Spencer explained that the minutes should contain the action taken and the vote.

Alderman Hillsman moved to approve item **5a. Minutes of Regular Meeting Held on Monday, February 5, 2007**. Alderman Jordan seconded. Voice vote, motion carried.

Alderman Vanek moved to approve item **5c. Appointments to the Elmhurst Historic Preservation Commission**. Alderman Hillsman seconded.

Alderman Tranter stated that she pulled item **5c. Appointments to the Elmhurst Historic Preservation Commission** to question the process taken when a person is not appointed to a commission they have applied for. She asked if any contact is made between the City and those who applied but were not appointed to a commission.

Mayor Marcucci replied that when a person leaves a commission they receive a certificate of thanks and likewise when an applicant is not chosen to serve on a commission they are sent a letter thanking them for their interest.

Alderman Tranter questioned how an applicant for an open aldermanic seat is handled.

Mayor Marcucci explained that he personally thanks those applicants at the time of the interview for their interest in serving Elmhurst and no further written notification is sent.

Alderman Tranter stated she feels that some sort of written letter should be sent to those who are not chosen to serve.

Alderman Moriarty asked Mayor Marcucci how interested persons could apply for the Historical Commission. She asked if they could apply online.

The Mayor responded that the application is available online, interested persons need to fill out the form and return it to the Administration Office.

Alderman Moriarty pointed out that there are a lot of openings on this commission.

City Manager Borchert stated that there are six (6) openings on the Historical Commission. The City Manager stated as a point of information that there will be a Leadership Committee to restructure the advisory groups, more information will follow.

Roll call vote on item **5c. Appointments to the Elmhurst Historic Preservation Commission**:

Ayes: Vanek, Hillsman, Tranter, Regan, Leader, Rose, Bram, Jordan, Moriarty, Szczepaniak, Lomnicki

Nays: None

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

CISAR & MROFKA, LTD.

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW
1550 SPRING ROAD, SUITE 210
OAK BROOK, IL 60523

630-530-0000 • FAX: 630-530-0043

SENDERS E-MAIL: TCISAR@CISMROF.COM

THOMAS J. CISAR
ROBERT J. MROFKA
GARY R. EVANS

May 15, 2008

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

VIA EMAIL

In re: Yorkfield Water System Sales Agreement

Dear Mr. Borchert:

I am enclosing the latest draft of the sales agreement prepared by Oak Brook's attorney together with my proposed changes to the draft. With respect to the draft agreement, please be advised:

1. Subject to the changes described below, the agreement has been approved by your water and accounting departments.
2. The changes requested in my May 1, 2008, letter to Oak Brook's counsel if inserted where applicable in the draft agreement would be acceptable to your people and me.
3. Oak Brook's attorney led me to believe that my proposed language (or similar language) would be acceptable to Oak Brook.

Consequently, I recommend that the City Council accept the agreement subject to the insertion of my proposed language, attachment of proper exhibits and attorney final approval. My one caveat is that Oak Brook insists on an "as is" sale which means that the only indemnification is for actual damage to the system caused by Oak Brook. The agreement reflects this position but it should be pointed out.

CISAR & MROFKA, LTD.

Mr. Tom Borchert
May 15, 2008
Page 2

Please let me know if you need anything else. I will contact you as soon as Oak Brook's attorney sends me a redrafted agreement.

Very truly yours,

CISAR & MROFKA, LTD.

By: Thomas J. Cisar, Esq.

TJC:daj
Encl.

cc: Kenneth T. Kubiesa, Esq., w/encl.

CISAR & MROFKA, LTD.

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW
1550 SPRING ROAD, SUITE 210
OAK BROOK, IL 60523

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SENDERS E-MAIL: TCISAR@CISMROF.COM

THOMAS J. CISAR
ROBERT J. MROFKA
GARY R. EVANS

May 1, 2008

Mark H. Sterk, Esq.
Odelson & Sterk, Ltd.
3318 W. 95th St.
Evergreen Park, IL 60805

VIA EMAIL (msterk@odelsonsterk.com)

In re: Yorkfield Water System Sales Agreement

Dear Mark:

Enclosed are the changes to the above referenced agreement which I propose. Elmhurst leads me to believe Oak Brook will not oppose them. Here are the changes:

Typos

"Caldwell Avenue" should be Cadwell (p. 1); and
"to is" should be "to its" (p.10, 7.4.2 first line.

Proposed Language Changes

2.2.5 Customer Lists. All customer lists, customer records and meter books for the Water System, including a list of the street addresses of all properties served to be attached hereto as Exhibit 2.2.5.

1.3 "Closing Date" means the date upon which Oak Brook closes its valves which provide water to the Water System and Elmhurst opens its valves connecting the Water System to the Elmhurst System. The parties agree to coordinate this effort. As soon thereafter is commercially feasible, Elmhurst shall wire transfer the purchase price to Oak Brook pursuant to Oak Brook's wire transfer instructions.

2.3 Retained Assets. Notwithstanding Section 2.2 above, the Water System shall not include and Oak Brook shall not sell, transfer or assign to Elmhurst the following:

- (a) [this section stays as is];

CISAR & MROFKA, LTD.

Mark H. Sterk, Esq.
May 1, 2008
Page 2

(b) Approximately _____ 5/8" radio remote MTUs (Hexagram "Star" AMR Device) which Elmhurst shall return to Oak Brook as said devices are disconnected by Elmhurst from the Water System.

Comment: Elmhurst seemed to believe the original number was incorrect. Please check.

2.4 Purchase Price. Elmhurst agrees to pay Oak Brook three hundred fifty thousand dollars (\$350,000.00) (the "Purchase Price") in immediately available funds for the water system. In addition, Elmhurst and Oak Brook shall each pay one-half of the customary and necessary costs of installing new valves or other necessary equipment for the emergency connections described in Section 8.8 hereof. Elmhurst agrees to complete said work and render Oak Brook a bill for Oak Brook's share of said work which Oak Brook shall promptly pay.

2.8 This section on recapture can remain the same. We need the recapture agreement before signing.

10.3 Customer Billing. Oak Brook shall continue to read the water meters for its retail customers served by the Water System for up to twenty-four months after the closing date. Subsequent to the closing, Elmhurst shall assume responsibility for billing water services to customers on the water system. Oak Brook shall supply billing information to Elmhurst during the twenty-four month period described above during which time Elmhurst will be engaged in changing Oak Brook's MTV's over to Elmhurst's meter reading system. The parties shall use their best efforts to cooperate during this transition period.

10.4 [First sentence stays the same] Add: After the closing Elmhurst shall cooperate with Oak Brook to aid Oak Brook in collecting sums due Oak Brook for water service to customers prior to the closing.

Mark, I think this covers everything we discussed..If you approve please amend the contract accordingly. If you have questions, please call.

Very truly yours,

CISAR & MROFKA, LTD.

By: Thomas J. Cisar, Esq.

TJC:daj
Enclosure

cc: Thomas Borchert
Kenneth T. Kubiesa, Esq.

**YORKFIELD AREA WATER
SYSTEM PURCHASE AGREEMENT**

THIS AGREEMENT is made and entered into as of this ____ day of March, 2008, by and between the Village of Oak Brook ("Oak Brook"), an Illinois municipal corporation, and the City of Elmhurst ("Elmhurst"), an Illinois municipal corporation.

RECITALS

WHEREAS, Oak Brook owns and operates a water system known as the Yorkfield Area Water System ("Water System") in the area depicted in **Exhibit 1.25** attached hereto and incorporated herein by reference generally located south of Butterfield Road, east of Euclid Avenue, west of Caldwell Avenue, and north of Roosevelt Road; and

WHEREAS, Elmhurst wishes to purchase the Water System upon the terms and conditions set forth in this Agreement; and

WHEREAS, Oak Brook is willing to sell the Water System to Elmhurst upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1

DEFINITIONS

Capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings assigned to such terms as set forth in this Article 1.

- 1.1 "**Agreement**" means this Yorkfield Area Water System Purchase Agreement, together with the **Schedules and Exhibits** attached hereto.
- 1.2 "**Closing**" means the Closing of the transaction required by this Agreement conducted in accordance with Article 11.
- 1.3 "**Closing Date**" means May 1, 2008, or some other mutually agreeable date selected by the Parties.
- 1.4 "**Construction Work In Progress**" means any construction project that is under construction by or at the direction of Oak Brook as of the date of execution of this Agreement. Oak Brook represents and warrants to Elmhurst that it has no Construction Work In Progress in connection with the Water System other than routine maintenance.
- 1.5 "**Contracts**" means agreements, contracts, memoranda of understanding, letters of intent and any other form of agreement.
- 1.6 "**Customer Advances**" means donations or contributions in cash, services or property from states, municipalities, other governmental units, individuals, developers or others for capital construction purposes, which are to be refunded in whole or in part.

1.7 **"Customer Deposits"** means all amounts deposited with Oak Brook by customers as security for the payment of bills.

1.8 **"Dispute"** has the meaning set forth in Section 14.18.1.

1.9 **"Dispute Notice"** has the meaning set forth in Section 14.18.2.

1.10 **"Elmhurst"** means the City of Elmhurst, DuPage County, Illinois, having an address of 209 North York Street, Elmhurst, Illinois 60126.

1.11 **"Encumbrance"** means any mortgage, pledge, lien, option, conditional sale agreement, security interest, claim, charge or restriction of any kind affecting title.

1.12 **"Environmental Claim"** means any administrative, regulatory or judicial actions; actions arising under local, state or federal law (including without limitation, claims of trespass, public or private nuisance, waste and breach of standards of care); demands, demand letters, claims, suits (including citizen suits); directives, proceedings or notices by any Governmental Authority or other person alleging, in writing, violations of or liability under any Environmental Laws; seeking to enjoin any activity as inconsistent with any Environmental Laws; or demanding remediation of conditions which, with notice, the passage of time, or both, would constitute violations of any Environmental Laws, arising out of based on or resulting from:

(a) The presence, use, generation, treatment, storage, recycling, management, deposit, disposal, leakage, burial, discharge, emission, injection, spillage, seepage, leaching, escaping, emptying, dumping, pumping, pouring, placement or release of any Hazardous Material from, at, in, on or under, or the transport of any Hazardous Material to or from the Water System; or

(b) Any loss of or damage to any property, natural resource or the environment, or death of or injury to any person, resulting from or relating in any way to any Hazardous Material that is or was present, used, generated, treated, stored, recycled, managed, transported, deposited, disposed of, buried, discharged, emitted, injected, emptied, dumped, pumped, poured, placed or released, or that leaked, spilled, seeped, leached or escaped, at, on, in, under, to or from the Water System.

In the event that an Environmental Claim is aggravated or exacerbated by actions or conditions occurring after the Closing Date it will still be an Environmental Claim, but Elmhurst shall contribute to any Environmental Liabilities in proportion to the actual harm caused by events occurring after the Closing Date. Environmental Claim includes any Environmental Claim made against Oak Brook or against Elmhurst, as a successor in interest to Oak Brook.

1.13 **"Environmental Information"** means non-privileged written communications or written material, subject to open records laws, from or to any local, state or federal regulatory agency or an adjacent or nearby landowner (if such landowner asserts a material Environmental Claim) relating to the status of the Water System under applicable Environmental Laws, or any non-privileged written reports arising out of investigations, audits, reviews, studies or other analyses (including Phase I or Phase II reports) concerning the environmental status of the Water System. Environmental Information

shall be limited to written communications or written material generated during the time period that Oak Brook owned the Water System.

1.14 **"Environmental Laws"** means:

- (a) Any local, state or federal law or other statute, law, ordinance, rule, code, regulation, administrative interpretation, guidance document or memorandum, decree or order, and all common law relating to pollution or protection of human health or the environment, or governing, regulating or imposing liability or standards of conduct concerning the manufacture, use, treatment, generation, distribution, transportation, storage, labeling, testing, processing, discharge, disposal or other handling, release or threatened release, control, or cleanup of any Hazardous Material (including, without limitation, the Clean Air Act, 42 U.S.C. §§ 7401 to 7671q, the Clean Water Act, also known as the Federal Water Pollution Act, 33 U.S.C. §§ 1251 to 1387, as amended by the Water Quality Act of 1987 Pub. L. No. 100-4 (Feb. 4, 1987), the Toxic Substance Control Act of 1976 ("TSCA"), as amended, 15 U.S.C. §§ 2601 to 2692, the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 to 136y, the Safe Drinking Water Act, 42 U.S.C. §§ 300f et seq., the Surface Mining Control and Reclamation Act, 30 U.S.C. § 1201, 1202 and 1211, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 9601 to 9675, as amended by the Superfund Amendment and Reauthorization Act of 1986 ("SARA"), Public Law 99-499, 100 Stat. 1613, the Emergency Planning and Community Right to Know Act ("EPCRA"), 42 U.S.C. §§ 11001 to 11050, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 to 6992k, the Occupational Safety and Health Act as amended ("OSHA"), 29 U.S.C. § 655 and § 657, the National Historic Preservation Act ("NHPA"), 16 U.S.C. §§ 470 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1802, together with
- (b) Any other statute, rule, regulation or order of any Government Authority having jurisdiction over the protection of human health or the environment or the control of Hazardous Materials, wastes or substances, including, without limitation, the United States Environmental Protection Agency, the State of Illinois, or the Parties.

1.15 **"Environmental Liabilities"** means those liabilities, losses, damages and expenses (including the reasonable costs of investigation, containment, testing, removal, clean-up, abatement or remediation, and reasonable attorneys' fees and costs directly associated therewith) incurred in order to defend against or comply with Environmental Laws or other legally enforceable obligations relating to an Environmental Claim.

1.16 **"Governmental Authority"** means any federal, state or regulatory authority, administrative agency, commission, department, board or court that has jurisdiction over any of the Parties to this Agreement or the Water System.

1.17 **"Hazardous Materials"** means:

- (a) Any pollutant, contaminant, toxic or hazardous chemical, waste or substance, including, without limitation, asbestos in any form that is or could become friable,

urea formaldehyde insulation, petroleum or petroleum products, manufactured gas waste, polychlorinated biphenyls ("PCBs");

- (b) Any item, article, substance, waste, equipment or container containing or whose surfaces have been in direct contact with PCBs, air pollutants, water pollutants and other substances defined or listed as hazardous, extremely hazardous, toxic, dangerous restricted or otherwise harmful to human health or the environment under any Environmental Law; or the manufacture, use, treatment, generation, distribution, transportation, storage, labeling, testing, processing, discharge, disposal or other handling, release or threatened release, control or cleanup of which is prohibited, limited or regulated pursuant to any Environmental Law or determined to be hazardous, extremely hazardous, toxic, dangerous, restricted or otherwise harmful to human health or the environment under any Environmental Law.
- 1.18 "**Oak Brook**" means the Village of Oak Brook, DuPage County, Illinois, having an address of 1200 Oak Brook Road, Oak Brook, Illinois 60523-2255.
- 1.19 "**Parties**" means Oak Brook and Elmhurst, and "Party" means either Oak Brook or Elmhurst.
- 1.20 "**Permits**" means all building permits, certificates of occupancy, certificates of compliance, railroad licenses, permits and crossing agreements, and any other licenses or permits, which are necessary for the operation of the Water System.
- 1.21 "**Person**" means an individual, corporation, general or limited partnership, joint venture, trust, unincorporated association, limited liability company, municipal utility, municipal or governmental entity, or any other legal or commercial entity.
- 1.22 "**Purchase Price**" means the purchase price to be paid by Elmhurst to Oak Brook for the Water system as set forth in Section 2.4.
- 1.23 "**Water System**" means the Water System used to provide water to customers in the Yorkfield Area Water System as shown on **Exhibit "1.25."**

ARTICLE 2

PURCHASE OF WATER SYSTEM

- 2.1 **Agreement to Purchase and Sell.** Subject to the terms and conditions of this Agreement, Oak Brook agrees to sell, assign, transfer, deliver or convey to Elmhurst, and Elmhurst agrees to purchase and accept, the Water System for the Purchase Price in accordance with Section 2.4.
- 2.2 **Description of Water System to be Purchased.** The Parties agree that the following approximately, but not specifically, constitutes the Water System to be sold, assigned, transferred or conveyed as follows: 250 feet of 4" cast iron watermain; 23,339 feet of 6" cast iron and ductile iron watermain; 8687 feet of 8" mostly cast iron and ductile iron watermain; 36 - 6" gate valves with a valve box, extension and cover; 13 - 8" gate valves with a valve box, extension and cover; 59 fire hydrants with an auxiliary valve (Mueller); and 385 - ¾" water service connections. In addition to the Water System,

Oak Brook shall deliver, transfer or assign the following but only to the extent that they are in Oak Brook's possession:

- 2.2.1 **Licenses and Permits.** All Permits, approvals, authorizations, licenses, orders, registrations, certificates, variances and other similar permits of rights obtained from any Governmental Authority relating to the Water System (and all pending applications therefore) (if assignable), as listed on **Exhibit 2.2.1.**
 - 2.2.2 **Records.** Legible copies of those records relating to the operation and maintenance of the Water System, and copies of records on the inspections and testing of hydrants, mains and other portions of the Water System.
 - 2.2.3 **Contracts.** All contracts necessary for the operation of the Water System, which are listed on **Exhibit 2.2.3.**
 - 2.2.4 **Computer Technology.** The computer data used in the operation of the Water System, as described on **Exhibit 2.2.4.**
 - 2.2.5 **Customer Lists.** All customer lists, customer records and meter books for the Water System.
 - 2.2.6 **Manuals.** All manuals, warranty information, research and development files, electronic files and other data relating to the Water System.
 - 2.2.7 **Drawings.** All drawings, site plans and "as built" plans for the Water System.
- 2.3 **Retained Assets.** Notwithstanding Section 2.2 above, the Water System shall not include and Oak Brook shall not sell, transfer or assign to Elmhurst the following:
- (a) Any cash, accounts receivable, billings, unbilled or unmetered water delivered to water customers prior to the Closing Date.
 - (b) Approximately 385 5/8" radio remote read water meters and MTUs (Hexagram "Star" AMR Device) which Elmhurst shall return to Oak Brook as they are disconnected from the Water System.
- 2.4 **Purchase Price.** Elmhurst agrees to pay Oak Brook three hundred fifty thousand dollars (\$350,000.00) (the "Purchase Price") in immediately available funds for the Water System.
- 2.5 **Terms of Payment.** The Purchase Price shall be paid by Elmhurst on the Closing Date by certified or cashier's check or federal or other wire transfer of immediately available funds to the account designated by Oak Brook in writing.
- 2.6 **Manner of Transfer.** Oak Brook shall, upon payment of the Purchase Price by Elmhurst and as of the Closing Date, sell, assign, transfer, convey and deliver to Elmhurst all right, title and interest of Oak Brook in the Water System in the manner specified in this Agreement, by Bill of Sale in a form attached hereto as **Exhibit 2.6.**
- 2.7 **Assumption of Liabilities.** Except as otherwise set forth in this Agreement, Elmhurst shall not assume any liabilities or obligations of Oak Brook, including, without limitation, the following: (i) any liabilities arising out of Oak Brook's ownership, maintenance or use

of the Water System up to 11:59 p.m. on the day immediately preceding the Closing Date, and (ii) any liabilities arising out of Oak Brook's operation of the Water System up to 11:59 p.m. on the day immediately preceding the Closing Date. Except as otherwise set forth in this Agreement, Oak Brook shall not assume any liabilities or obligations of Elmhurst including, without limitation, the following: (i) any liabilities arising out of Elmhurst's ownership, maintenance or use of the Water System on and after the Closing Date, and (ii) any liabilities arising out of Elmhurst's operation of the Water System on and after the Closing Date. Each party shall be solely responsible for their respective liabilities and shall pay, perform and discharge their respective liabilities.

2.8 **Recapture Agreement.** Notwithstanding anything to the contrary contained in Section 2.7 of this Agreement, Elmhurst acknowledges that Oak Brook has entered into a recapture agreement, a copy of which is attached hereto as **Exhibit 2.8** and incorporated herein by reference. As of the Closing Date, Elmhurst shall assume all liabilities and obligations of Oak Brook arising under the recapture agreement and hold Oak Brook harmless from the same.

2.9 **AS IS/WHERE IS Condition.** This Agreement is accepted and entered into by Elmhurst on the basis of Elmhurst's own examination and knowledge of the Water System and Elmhurst's opinion as to the condition of the Water System. Elmhurst acknowledges that Elmhurst has had the opportunity to inspect and examine the Water System, that no representations have been made by Oak Brook as to the condition or repair of the Water System, that this purchase is being made upon Elmhurst's express understanding and agreement that the Water System is accepted in "AS IS" and "WHERE IS" condition at the time of Closing. Elmhurst further acknowledges that except for the specific express warranties and representations contained in Article 6 and Article 7 of this Agreement, there are no representations or warranties, express or implied, applicable to this transaction.

ARTICLE 3

ASSIGNMENT OF WARRANTIES

3.1 **Warranties.** Oak Brook shall assign all warranties applicable to the Water System or any portion thereof, to Elmhurst, if assignable. All right, title and interest of Oak Brook in such warranties, if assignable, shall be assigned to Elmhurst pursuant to an assignment acceptable to Elmhurst.

3.2 **Warranty Claims.** Oak Brook agrees to cooperate with Elmhurst in presenting any warranty claims on Water System, as appropriate.

ARTICLE 4

RECORDS AND INFORMATION

4.1 **Provision of Facility Records.** Prior to Closing, Oak Brook shall provide Elmhurst with legible, readable copies of all drawings (as is reasonably practical based on the conditions of the drawings in Oak Brook's possession), site plans, "as built" plans, maps, operations and maintenance records, materials standards, manuals regarding equipment operation, water quality test results, meter books, customer lists and customer records in Oak Brook's possession and necessary or useful for Elmhurst to operate and maintain the Water System. If any of the records are contained in

electronic files, Oak Brook shall provide Elmhurst with a copy of the electronic files in a format that allows Elmhurst to convert the data to Elmhurst's electronic records, if feasible.

- 4.2 **Provision of Certificates, Licenses and Permits.** Prior to Closing, Oak Brook shall provide Elmhurst with legible, readable copies of all of Oak Brook's certificates of authority, licenses and permits for the operation of the Water System in Oak Brook's possession.
- 4.3 **Review of Records.** Elmhurst may review other information and records relating to the Water System in Oak Brook's possession at the business locations where such other information is normally located, during normal business hours, and upon reasonable notice. In the alternative, such other information and records may be provided in electronic form or hard copy, as the Parties may agree.
- 4.4 **Costs Associated with Records.** Neither Party shall charge the other for any costs associated with complying with this Article.

ARTICLE 5

ENVIRONMENTAL MATTERS AND INSPECTIONS

- 5.1 **Environmental Information.** Not later than the Closing Date, Oak Brook shall provide Elmhurst with all Environmental Information concerning the Water System in Oak Brook's possession or control.
- 5.2 **Continued Environmental Reporting.** To the extent that Environmental Information is not available prior to the Closing Date, Oak Brook shall provide Elmhurst with any Environmental Information with respect to the Water System as such information is received or completed by Oak Brook.
- 5.3 **Pre-Closing Inspection.** At a reasonable time, pre-approved by Oak Brook within seven (7) days before the Closing Date, Elmhurst shall have the right to inspect the Water System to confirm that there has been no significant damage to the condition of the Water System, taken as a whole, after the date of this Agreement. If Elmhurst, reasonably and in good faith, determines that there has been such significant damage to the condition of the Water System, taken as a whole, after the date of this Agreement, then Elmhurst shall immediately notify Oak Brook of such event. In which event Oak Brook shall have the option to terminate this Agreement without any liability or further obligation to either party, unless Oak Brook and Elmhurst can work out a mutually acceptable resolution with respect to repairing such damage.

ARTICLE 6

OAK BROOK'S REPRESENTATIONS AND WARRANTIES

For purposes of Article 5 and Article 6, Oak Brook shall be deemed to have "knowledge" of a fact or matter pertaining to the accuracy of any representation or warranty contained in this Agreement if any one or more of the employees or representatives of Oak Brook is actually aware of that fact or matter.

Oak Brook hereby represents and warrants to Elmhurst as follows:

- 6.1 **No Other Interests in Water Systems.** Except for Elmhurst, no person, firm or entity has any rights to acquire or lease all or any portion of the Water System, or otherwise to obtain any interest therein, and there are no outstanding options, rights of first refusal or negotiation, or rights of first offer relating to the Water System or any interest therein.
- 6.2 **No Outstanding Contracts for Work.** To Oak Brook's knowledge, there are no material outstanding contracts related to the Water System.
- 6.3 **Environmental Matters.** To Oak Brook's knowledge, Oak Brook's operation of the Water System is not in violation of any Environmental Law. There are no pending or, to Oak Brook's knowledge, threatened claims or Encumbrances resulting from any Environmental Liabilities or arising under or pursuant to any Environmental Law with respect to or affecting the Water System.
- 6.4 **Customer Deposits and Customer Advances.** Oak Brook has no Customer Deposits or Customer Advances relating to service provided by the Water System.

ARTICLE 7

RECIPROCAL REPRESENTATIONS AND WARRANTIES

The Parties represent and warrant to each other as follows:

- 7.1 **Organization and Authority.** The Parties represent and warrant that each is a duly organized and validly existing municipal corporation under the laws of Illinois and have full power to carry on their business and functions as now being conducted.
- 7.2 **Authority Relative to this Agreement.** The Parties represent and warrant that the execution, delivery and performance of this Agreement, and of all of the other documents and instruments required hereby, are within the authority of the Parties. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby, have been duly authorized by the appropriate governing bodies of the Parties, and no other proceedings on the part of the Parties are necessary to authorize this Agreement or to consummate the transaction contemplated hereby.
- 7.3 **Enforceability.** The Parties represent and warrant that this Agreement and all of the other documents and instruments required hereby, have been or will be (in the case of documents and instruments permitted to be delivered after the date hereof) duly and validly executed and delivered by the Parties and constitute or will constitute valid and binding agreements of the Parties, enforceable against the Parties in accordance with their respective terms, except as may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally or equitable principles.
- 7.4 **Consents and Approvals; No Violations.**
- 7.4.1 **Oak Brook's Representation.** Oak Brook represents and warrants that, to its knowledge, except for any required filings with and approvals of applicable federal, state or local authorities, no material filing or registration with, and no material permit, authorization, consent, order or approval of, any Governmental Authority is necessary or required in connection with the execution and delivery of this Agreement by Oak Brook or for the consummation by Oak Brook of the

transaction contemplated by this Agreement. Upon obtaining any required approvals, to Oak Brook's knowledge, neither the execution, delivery or performance of this Agreement nor the consummation of the transaction contemplated hereby by Oak Brook will (i) conflict with or result in any breach of any provision of the organizational documents of Oak Brook, (ii) result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any security, note, bond, mortgage, indenture, license, contract or other instrument or obligation to which Oak Brook is a party or by which it or any of its properties or assets may be bound, or (iii) to its knowledge, violate any order, writ, injunction, decree, statute, rule or regulation applicable to Oak Brook or any of its properties or assets.

7.4.2 Elmhurst's Representation. Elmhurst represents and warrants that, to its knowledge, except for any required filings with and approvals of the applicable federal, state or local authority, no material filing or registration with, and no material permit, authorization, consent, order or approval of, any Governmental Authority is necessary or required in connection with the execution and delivery of this Agreement by Elmhurst or for the consummation by Elmhurst of the transaction contemplated by this Agreement. Upon obtaining any required approvals, to Elmhurst's knowledge, neither the execution, delivery or performance of this Agreement nor the consummation of the transaction contemplated hereby by Elmhurst will (i) conflict with or result in any breach of any provision of the organizational documents of Elmhurst, (ii) result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any security, note, bond, mortgage, indenture, license, contract or other instrument or obligation to which Elmhurst is a party or by which it or any of its properties or assets may be bound, or (iii) to its knowledge, violate any order, writ, injunction, decree, statute, rule or regulation applicable to Elmhurst or any of its properties or assets.

7.5 Legal Proceedings.

7.5.1 Oak Brook's Representation. Oak Brook represents and warrants that there are no complaints, claims, suits, actions, mediations, arbitrations, proceedings or investigations pending or, to the knowledge of Oak Brook, threatened against or affecting Elmhurst that relate to the Water system would, if adversely determined, materially affect Oak Brook's ability to perform its obligations hereunder, or on the validity or enforceability of this Agreement.

7.5.2 Elmhurst's Representation. Elmhurst represents and warrants that there are no complaints, claims, suits, actions, mediations, arbitrations, proceedings or investigations pending or, to the knowledge of Elmhurst, threatened against or affecting Oak Brook that relate to the Water system would, if adversely determined, materially effect Elmhurst's ability to perform its obligations hereunder, or on the validity or enforceability of this Agreement.

ARTICLE 8

COOPERATION OF THE PARTIES

- 8.1 **Filings and Authorizations.** The Parties shall, as promptly as practicable, make or cause to be made all such filings and submissions to appropriate Governmental Authorities under laws, rules and regulations applicable to it or as may be required to consummate the terms of this Agreement. Any such filings and supplemental information will be in substantial compliance with the requirements of the applicable law, rule or regulation. Each Party shall furnish to the other such necessary information and reasonable assistance as the other may request in connection with its preparation of any filing or submission to the Governmental Authority. The Parties shall keep each other apprised of the status of any communications with, and inquiries or requests for additional information from, any Governmental Authority, and shall comply promptly with any such inquiry or request. The Parties will use commercially reasonable efforts to obtain any approvals required from the applicable Governmental Authorities for the purchase and sale of the Water System in accordance with the terms and conditions hereof.
- 8.2 **Petition to Transfer Water Allocation.** Elmhurst shall file a petition with the Illinois Department of Natural Resources to increase Elmhurst's Lake Michigan water allocation to include the water delivered through the Water System. Oak Brook shall cooperate in all regards in making such filing provided that Oak Brook shall not be obligated to incur any expense in connection with its cooperation in the filing of the petition.
- 8.3 **Consents and Approvals from Third Parties.** Oak Brook and Elmhurst shall use all commercially reasonable efforts to obtain consents of all other third parties necessary to the consummation of the transaction contemplated by this Agreement. Oak Brook and Elmhurst shall promptly notify each other of any failure or anticipated failure to obtain any such consent and, if requested by the other Party, shall provide copies of all such consents obtained by the Party seeking such consent.
- 8.4 **Further Assurances.** Subject to the terms of this Agreement, Oak Brook and Elmhurst will use all commercially reasonable efforts to take, or cause to be taken, all action to do, or cause to be done, all things or execute any documents necessary, proper or advisable to consummate and make effective the transaction contemplated by this Agreement. On and after the Closing Date, Oak Brook and Elmhurst shall take all reasonably appropriate action and execute any bills of sale, deeds, assignments, documents, instruments or conveyances of any kind which may be reasonably necessary to complete or perfect the transfer of any part of the Water System to Elmhurst or carry out any of the provisions of this Agreement and correct errors and omissions relating to the transaction contemplated by this Agreement.
- 8.5 **Mutual Covenants.** Subject to the terms and conditions set forth in this Agreement, each of the Parties agrees to use its best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other Party in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the transaction contemplated by this Agreement.

8.6 **Cooperation; Access.** The Parties shall cooperate, and shall cause their respective officers, employees, agents and representatives to cooperate, to ensure the orderly transition of the Water System from Oak Brook to Elmhurst and to minimize the disruption to the operation of the Water System resulting from the transaction contemplated hereby. The Parties further agree:

- (a) That the Parties shall maintain emergency water connections to the Water System near Forest Lane and I-88 Tollway and at Euclid Avenue and Roosevelt Road. The Parties agree to work out suitable arrangements regarding use of these connections and compensation to one party for water used by the other party in emergencies.

ARTICLE 9

CONDITIONS PRECEDENT

9.1 **Mutual Conditions Precedent.** Each Party's obligation to consummate the Closing of the transaction contemplated by this Agreement is conditioned upon the satisfaction or waiver by each Party, on or before the Closing Date, of each of the following conditions precedent:

9.1.1 **Consents and Approvals.** Oak Brook and Elmhurst shall have received all necessary consents and approvals from Governmental Authorities or as otherwise required by law to consummate the transaction contemplated by this Agreement.

9.1.2 The respective governing boards of Oak Brook and Elmhurst shall have approved this Agreement and the transaction described herein.

9.2 **Conditions Precedent to Obligations of Elmhurst.** Elmhurst's obligation to consummate the Closing of the transaction contemplated by this Agreement is conditioned upon the satisfaction or waiver by Elmhurst of each of the following conditions precedent on or before the Closing Date.

9.2.1 **Representations True and Correct.** The representations and warranties made by Oak Brook shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as though all such representations and warranties had been made on and as of the Closing Date.

9.3 **Conditions Precedent to Obligations of Oak Brook.** The representations and warranties made by Elmhurst herein shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as though all such representations and warranties had been made on and as of the Closing Date.

9.3.1 **Payment of Purchase Price.** Oak Brook's receipt of the Purchase Price in immediately available funds.

ARTICLE 10

RESPONSIBILITIES REGARDING THE WATER SYSTEM BETWEEN SIGNING AND CLOSING

- 10.1 **Operation and Maintenance of Water System.** Prior to the Closing Date, Oak Brook shall be responsible and liable for the operation and maintenance of the Water System and all obligations associated therewith. Oak Brook shall maintain the condition of the Water System in accordance with and consistent with Oak Brook's past practice and experience.
- 10.2 **Conduct of Business.** During the period from the date of this Agreement to the Closing Date, Oak Brook shall conduct all of its operations that concern the Water System in the ordinary and usual course of business. Oak Brook agrees that it shall not, other than in the ordinary course of business:
- 10.2.1 **Contracts; Transaction.** Enter into any contract or commitment, waive any right or enter into any other transaction (except in the ordinary course of business), which would have a material adverse effect on the Water System;
- 10.2.2 **Sales; Leases.** Sell or lease or agree to sell or lease or otherwise dispose of the Water System; or
- 10.2.3 **Liens.** Mortgage, pledge or subject to any lien, any part of the Water System.
- 10.3 **Customer Billings.** Oak Brook shall continue to read the water meters for its retail water customers served from the Water System through the Closing Date. Oak Brook shall generate final water bills within five (5) days of reading for those customers on the Water System. Subsequent to the Closing Date, Elmhurst shall assume responsibility for reading all water meters on the Water System, and for billing water services to customers on the Water System.
- 10.4 **Transition Assistance.** During the period from the date of this Agreement until the Closing Date, Elmhurst shall have reasonable access to Oak Brook's Water System operator to assist Elmhurst in educating and training Elmhurst's employees who will be involved in the operation of the Water System after the Closing.

ARTICLE 11

CLOSING

- 11.1 **The Closing.** The Closing shall occur on the Closing Date. The Closing shall occur at the Oak Brook Village Hall on May 1, 2008 at 9:00 a.m. or as soon thereafter as is practicable. The effective date of the transfer of the Water System shall be 12:01 a.m. Central Time on the Closing Date. On the Closing Date, the Parties agree to take the actions required by this Agreement and all such actions shall be deemed to have occurred simultaneously.
- 11.2 **Closing Costs.** Each Party shall bear its own costs and expenses related to the transaction contemplated by this Agreement.

ARTICLE 12

POST CLOSING

- 12.1 **Responsibility for Operation of Water System Post Closing.** Elmhurst shall be responsible and liable for the operation and maintenance of the Water System and for the performance of all obligations associated therewith beginning on the Closing Date.
- 12.2 **Survival of Representations and Warranties.** Regardless of any investigation at any time made by or on behalf of a Party or of any information any Party may have, all representations and warranties shall expire one (1) year after the Closing Date, after which time neither Party shall be responsible or liable to the other Party for the breach of any representation or warranty except for any breaches for which one Party has notified the other Party in writing prior to the expiration of such one (1) year period.

ARTICLE 13

INDEMNIFICATION

- 13.1 **General Indemnification for Operation of the Water System.** Subject to the terms and conditions of this Article, Oak Brook agrees to indemnify and hold harmless Elmhurst, its elected and appointed officials, officers, employees and authorized representatives, and agents and each of them from and against any liabilities, losses, damages and expenses (including reasonable attorneys' fees and expenses) actually suffered by Elmhurst arising out of the acts or omissions of Oak Brook, its officers, directors, employees or agents, related to Oak Brook's ownership or operation of the Water System prior to the Closing Date. Subject to the terms and conditions of this Article, Elmhurst agrees to indemnify and hold harmless Oak Brook, its officers, directors, employees, representatives, parent, affiliates, and agents, and each of them from and against any liabilities, losses, damages and expenses (including reasonable attorneys' fees and expenses) actually suffered by Oak Brook arising out of the acts or omissions of Elmhurst, its officers, directors, employees or agents, related to Elmhurst's ownership or operation of the Water System on and after the Closing Date.

This Section shall not apply to indemnification claims arising out of or relating to Environmental Liabilities or Environmental Claims of any nature whatsoever. Any right to bring an indemnification claim relating to Environmental Liabilities or Environmental Claims shall be determined exclusively in accordance with the provisions of this Article.

- 13.2 **Indemnification Related to Representations, Warranties, Covenants and Agreements.** Subject to the terms and conditions of this Article, and except for any breach or inaccuracy of representation or warranty under Section 13.9 (for which the parties agree Oak Brook has no liability whatsoever), each party shall indemnify and hold harmless the other party from any liabilities, losses, damages and expenses (including reasonable attorneys' fees and expenses) actually suffered by such party relating to the other party's breach of any representation or warranty or failure to fulfill any covenant or agreement contained in this Agreement.

This Section shall not apply to indemnification claims arising out of or relating to Environmental Liabilities or Environmental Claims of any nature whatsoever. Any right to bring an indemnification claim relating to Environmental Liabilities or Environmental Claims is exclusively subject to in this Article.

- 13.3 **Environmental Indemnification by Oak Brook for Certain Environmental Claims.** Subject to the terms and conditions of this Article, Oak Brook shall indemnify, defend, and hold harmless Elmhurst, its officials, officers, employees representatives, and agents and each person potentially liable through Elmhurst, from and against only those Environmental Liabilities relating to Environmental Claims resulting from or arising out of Oak Brook's actions which caused contamination of the environment.

Upon obtaining knowledge of any Environmental Claim, Elmhurst shall notify Oak Brook of the claim and give a brief description of the nature of the claim. With respect to those Environmental Claims covered by this Section, Oak Brook shall defend or otherwise take appropriate action in response to the Environmental Claim, in good faith and at its expense. Notwithstanding any other provision of this Agreement or any other document, instrument or agreement relating hereto, Oak Brook shall have no liability or other obligation to Elmhurst under or relating to this Agreement or the transaction contemplated hereunder resulting from, arising out of, or relating to any environmental contamination unless such environmental contamination resulted from or arose out of Elmhurst's actions which caused the contamination of the environment or originated during the period Elmhurst's ownership of the water facilities.

- 13.4 **Environmental Indemnification by Elmhurst for Certain Environmental Claims.** Subject to the conditions and terms of this Article, Elmhurst shall indemnify, defend, and hold harmless Oak Brook, its officials, officers, representatives and agents, from and against only those Environmental Liabilities relating to Environmental Claims resulting from or arising out of Elmhurst's actions which caused contamination of the environment.

Upon obtaining knowledge of any Environmental Claim, Oak Brook shall notify Elmhurst of the claim and give a brief description of the nature of the claim. With respect to any Environmental Claims covered by this Section, Elmhurst shall defend or otherwise take appropriate action in response to the Environmental Claim, in good faith and at its expense. Notwithstanding any other provision of this Agreement or any other document instrument or agreement relating hereto, Elmhurst shall have no liability or other obligation to Oak Brook under this Agreement or the transaction contemplated hereunder with resulting from, arising out of, or relating to any other environmental contamination, unless such environmental contamination resulted from or arose out of Elmhurst's actions which caused the contamination of the environment or originated during the period of Elmhurst's ownership of the water facilities.

- 13.5 **Notice of Proceedings.** Each Party shall promptly notify the other Party of any loss or proceeding in respect of which such notifying Party is or may be entitled to indemnification pursuant to this Article. Such notice shall be given as soon as reasonably practicable after the Party becomes aware of the claim or proceeding and that such claim or proceeding may give rise to an indemnification obligation. The delay or failure of such indemnified Party to provide the notice required pursuant to this Section shall not release the other Party from any indemnification obligation which it may have to such indemnified Party except (i) to the extent that such failure or delay prejudices the indemnifying Party's ability to defend such action or increases the amount of the claim, and (ii) that the indemnifying Party shall not be liable for any costs or expenses of the indemnified Party in the defense of the claim, suit, action or proceeding during such period of failure or delay.

13.6 **Defense of Claim.**

13.6.1 **Right to Defend.** Unless and until the indemnifying Party acknowledges in writing its obligation to indemnify the indemnified Party to the extent required pursuant to this Article, and assumes control of the defense of a claim, suit, action or proceeding in accordance with Section, the indemnified Party shall have the right, but not the obligation, to contest, defend and litigate, with counsel of its own selection, any claim, action, suit or proceeding by any third Party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and the reasonable costs and expenses thereof shall be subject to the indemnification obligations of the indemnifying Party hereunder.

13.6.2 **Payment of Costs; Defense of Claims.** Upon acknowledging in writing its obligation to indemnify, the indemnifying Party shall, to the extent required by this Article, pay all reasonable costs incurred by an indemnified Party in its defense, including, without limitation, reasonable legal fees. The indemnifying Party shall then be entitled, at its option, to assume and control the defense of such claim, action, suit or proceeding at its expense with counsel of its selection, subject to the prior reasonable approval of the indemnified Party.

13.6.3 **Settlement of Claim.** Neither the indemnifying Party nor the indemnified Party shall be entitled to settle or compromise any such claim, action, suit or proceeding without the prior written consent of the other; provided, however, that after agreeing in writing to indemnify the indemnified Party, the indemnifying Party may settle or compromise any claim without the approval of the indemnified Party. Except where such consent is unreasonably withheld, if a Party settles or compromises any claim, action, suit or proceeding in respect of which it would otherwise be entitled to be indemnified by the other Party, without the prior written consent of the other Party, the other Party shall be excused from any obligation to indemnify the Party making such settlement or compromise in respect of such settlement or compromise.

13.6.4 **Selection of Counsel.** Following the acknowledgment of the indemnification and the assumption of the defense by the indemnifying Party pursuant to this Article, the indemnified Party shall have the right to employ its own counsel and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of such indemnified Party, when and as incurred.

13.7 **Subrogation.** Upon payment of any indemnification claim by a Party pursuant to this Agreement, the indemnifying Party, without any further action, shall be subrogated to any and all claims that the indemnified Party may have relating thereto up to the amount paid by the indemnifying Party, and such indemnified Party shall at the request and expense of the indemnifying Party cooperate with the indemnifying Party and give at the request and expense of the indemnifying Party such further assurances as are necessary or advisable to enable the indemnifying Party vigorously to pursue such claims.

13.8 **Survival Period Indemnification Limitation.**

13.8.1 **Survival Period** No claim for indemnification among the Parties shall be

brought under or pursuant to this Agreement or the transaction contemplated hereunder, or any other document, instrument, or agreement relating to the transaction contemplated hereunder, after the expiration of one (1) year following the Closing Date. Any claim for indemnification arising under this Agreement not submitted in writing to the indemnifying Party prior to the expiration of the one (1) year survival period shall be deemed to have been waived in its entirety and the Party who could have asserted such claim shall be deemed to have irrevocably waived, and shall be forever barred from asserting, such claim.

13.8.2 Indemnification Limitations.

- (a) **Minimum and Maximum Indemnification Claims.** Notwithstanding any provision of this Agreement or any other document, instrument or agreement relating to the transaction contemplated under this Agreement; except for Elmhurst's obligation to pay Oak Brook the entire amount of the Purchase Price, which obligation shall be absolute and not subject to the limitations set forth in this Section, (i) neither Party shall be obligated to indemnify the other until the total amount of any claim or claims for indemnification, individually or in the aggregate, exceed(s) Twenty-Five Thousand Dollars (\$25,000.00), and then only for amounts in excess of \$25,000.00; and (ii) the maximum amount for which either Party shall be obligated to indemnify the other Party resulting from, arising out of, or pursuant to this Agreement or the transaction contemplated hereunder, or any other document, instrument or agreement relating to the transaction contemplated hereunder, shall not exceed Three Hundred Fifty Thousand Dollars (\$350,000.00). A Party may seek a claim for indemnification under or pursuant to this Agreement only for the amount of liabilities, losses, damages or expenses actually incurred or suffered by such Party.
- (b) **No Knowledge of Breaches.** Neither Party has knowledge of any facts or circumstances that would serve as the basis for a claim by one Party against the other Party based upon a breach of any of the representations, warranties, covenants or agreements of the other Party contained in this Agreement each Party shall be deemed to have waived in full any breach of any of the other Party's representations, warranties, covenants or agreements of which such Party had knowledge on or before the Closing Date.
- (c) **Further Limitations of Liability.** A Party may seek indemnification under this Agreement only for liabilities, losses, damages or expenses actually incurred or suffered by such Party and for which such party has submitted a claim for indemnification to the indemnifying Party within the one (1) year survival period set forth in Section 13.8.1. The determination of the amount of any claim for indemnification under this Agreement shall be reduced by an amount equal to all insurance proceeds actually received or expected to be received by the indemnified Party with respect to such claim. Each Party's liability under this Agreement shall further be limited to any actual, out of pocket losses suffered by the Party seeking indemnification.

(d) **Exclusive Remedy.** Each Party acknowledges and agrees that, from and after the execution and delivery of this Agreement, its sole and exclusive remedy with respect to any and all claims relating to the subject matter of this Agreement or the transaction contemplated hereunder, or any other documents, instruments, or agreements contemplated by or executed in connection herewith, shall be pursuant to the indemnification provisions set forth in this Article and each Party hereby expressly waives any other remedies it may have as provided by law. Each Party further acknowledges and agrees that: (i) other than the respective representations, warranties, covenants and agreements of each Party specifically contained in this Agreement, or in any other document, instrument, certificate or agreement to be executed or delivered pursuant to this Agreement, there are no representations, warranties, covenants, or agreements of either Party or any other person or entity, either express or implied, with respect to the subject matter of this Agreement, including, but not limited to, the Water System; and (ii) each Party shall have a right to seek indemnification pursuant to this Agreement for damages actually incurred by such Party solely as provided in this Article and neither Party shall have any right to seek indemnification with respect to any other information, documents, agreements, instruments, certificates or materials furnished by the other Party or its directors, officers, employees, agents or advisors as a result of or pursuant to the transaction contemplated by this Agreement.

(e) **Environmental Indemnification.** Notwithstanding any other provision of this Agreement to the contrary, each Party hereto acknowledges and agrees that any liability or obligation between Oak Brook and Elmhurst relating to Environmental Liabilities or Environmental Claims, or any other liability or obligation between Oak Brook and Elmhurst relating to any environmental matter whatsoever, shall be determined solely and exclusively pursuant to Sections 13.3 and 13.4 hereof subject to the limitations and other provisions set forth in this Article. Elmhurst acknowledges and agrees that the representations and warranties of Oak Brook in Section 6.3 hereof are for informational purposes only, and that, notwithstanding any statement made by Oak Brook in Section 6.3, Oak Brook shall have no liability whatsoever with respect to, and Elmhurst agrees not to hold Oak Brook responsible for or seek indemnification against Oak Brook as a result of, any breach of Section 6.3 or any inaccuracy of any statements made in Section 6.3. In addition, Elmhurst hereby expressly waives any right to hold Oak Brook liable or responsible for, or seek indemnification from Oak Brook relating to any breach or inaccuracy of any statements made in Section 6.3. Elmhurst further acknowledges and agrees that it is not relying on the representations and warranties set forth in Section 6.3 as a basis for deciding whether to proceed with the Closing; rather, Elmhurst is relying solely on its own environmental due diligence as a basis for deciding whether to proceed with the Closing.

ARTICLE 14

GENERAL PROVISIONS

14.1 **Negotiated Sale.** This Agreement represents an arms' length negotiated sale of the Water System by the Parties. Oak Brook and Elmhurst each affirm that this Agreement does not represent a taking under principles of condemnation or under the terms of an indeterminate permit.

14.2 **Notices.** All notices, consents, requests, demands, offers, reports or other communications required or permitted to be given pursuant to this Agreement shall be in writing and considered properly given or made when personally delivered to the person entitled thereto, when sent by certified or registered United States mail in a sealed envelope, with postage prepaid, or when sent by overnight courier, addressed as set forth below. Any Party may change its address by giving notice to the other Party as aforesaid.

If to Elmhurst: City of Elmhurst
 209 North York Street
 Elmhurst, Illinois 60126-2759
 Attn.: City Manager

If to Oak Brook: Village of Oak Brook
 1200 Oak Brook Road
 Oak Brook, Illinois 60523-2255
 Attn.: Village Manager

14.3 **Governing Law and Venue.** This Agreement and the rights of the Parties hereunder shall be interpreted and enforced in accordance with the Internal laws of the State of Illinois. All actions involving breach of this Agreement shall be in DuPage, County, Illinois.

14.4 **Regulatory Bodies.** The Parties though this Agreement seek to exercise and maintain all rights granted to them under and through the Constitution and laws of the State of Illinois. This Agreement shall be subject to all valid rules, regulations, and laws applicable hereto passed or promulgated by the United States of America, the State of Illinois, or any governmental body or agency having lawful jurisdiction, or any authorized representative or agency or any of them; provided, however, that this clause shall not be construed as waiving the right of either Party to challenge the validity of such rule, regulation, or law on any basis, including the impairment of this Agreement.

14.5 **Compliance with State Laws and Regulations.** In the event that any provision of this Agreement, or any part thereof, conflicts with state laws and regulations to such an extent that both state law and regulations, and this Agreement cannot be complied with, the state laws and regulations shall control. In such event, the Parties shall promptly meet to discuss how they might satisfy the intent of this Agreement by alternative means.

14.6 **Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable in any jurisdiction, the validity and enforceability of the Agreement or the application of such provision to any other Persons or circumstances shall not be affected thereby, and each

provision of this Agreement shall be valid and enforceable to the extent permitted by law in every jurisdiction, and this Agreement shall be modified as necessary to carry out the intent of the Parties.

14.7 **Change in Laws.** Unless otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations shall include such laws, ordinances, rules, or regulations as they may be amended or modified from time to time hereafter.

14.8 **Entire Agreement.** This Agreement, together with the Schedules and Exhibits hereto, and all other documents, instruments and agreements relating to the transaction contemplated by this Agreement contain the entire agreement between the Parties with respect to the transaction contemplated by this Agreement and matters related thereto, and supersede and render null and void and of no further force or effect any and all prior agreements, drafts of agreements and understandings between the Parties relating to the transaction contemplated by this Agreement.

14.9 **Interpretation.**

14.9.1 **Joint Drafting.** This Agreement shall be interpreted as though jointly drafted by the Parties.

14.9.2 **Headings.** The headings, titles or captions contained in this Agreement have been inserted only as a matter of convenience and for reference, and such captions in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

14.9.3 **References.** Any reference herein to "day" or "days" shall mean calendar and not business days, unless otherwise specified. If the date for giving of any notice required to be given hereunder or the performance of any obligation hereunder falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after such Saturday, Sunday or federal holiday. All references herein to this Agreement or other agreement shall be to this Agreement or such other agreement as amended, supplemented, or modified to the date of reference.

14.9.4 **Other.** Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement shall have the meanings specified in Article I; (b) the singular shall include the plural and the masculine shall include the feminine and neuter; and (c) references to "Articles", "Schedules", "Sections", or "Exhibits" shall be to articles, schedules, sections, or exhibits of this Agreement, and references to "this Section" shall be to the section in which the reference occurs.

14.10 **No Third-Party Beneficiaries.** Except as otherwise explicitly provided by this Agreement, this Agreement does not create any third-party benefits to any person or entity other than the signatories hereto and is solely for the consideration herein expressed.

14.11 **Successors.** This Agreement shall benefit and be binding upon the successors of Oak Brook and Elmhurst.

14.12 **Assignment.** Neither Party may assign its rights hereunder without the prior written

consent of the other Party; provided, however, that such consent shall not be unreasonably denied or conditioned.

- 14.13 **Further Action.** Each of the Parties agrees from time to time to execute and deliver such further instruments, and to take such further action not inconsistent with the provision of this Agreement, as may reasonably be necessary in order to fully perform and carry out the terms and intent of the Agreement.
- 14.14 **Amendments.** This Agreement may not be modified or amended except by a written instrument executed by each of the Parties.
- 14.15 **Waiver.** Either Party may extend the time for or waive the performance of any obligation of the other Party, waive any inaccuracies in the representations or warranties of such Party, or waive compliance by such party with any of the terms and conditions contained in this Agreement. Any such extension or waiver shall be in writing and executed by the Party granting the waiver.
- 14.16 **Time is of the Essence.** Time is of the essence in the performance of all terms and provisions of this Agreement.
- 14.17 **E-mail, Facsimile and Counterpart Execution.** This Agreement and all other documents, instruments and agreements executed in connection herewith may be executed and delivered via e-mail/pdf or facsimile transmission with the same legal force and effect as if originals had been executed and delivered. This Agreement may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same Agreement.
- 14.18 **Dispute Resolution.**
- 14.18.1 **Negotiations.** The Parties shall be required to use their best efforts to negotiate in good faith in an attempt to resolve any controversy, claim or dispute arising out of or relating to this Agreement or the transaction contemplated hereunder, whether such claim is based on rights, privileges, or interests recognized by or based upon statute, contract, tort, common law, or otherwise and whether such claim existed prior to or arises on or after the date of this Agreement (the "Dispute"). Such negotiations shall take place in DuPage County, Illinois pursuant to the procedures set forth in the Section below. Such negotiations shall consist of face-to-face meetings between representatives of each party or their designees who have the authority to make legally enforceable and binding commitments on behalf of each party hereto.
- 14.18.2 **Dispute Meetings.** Either Party may give the other Party written notice (a "Dispute Notice") of any Dispute which has not been resolved in the normal course of business. Within fifteen (15) days after delivery of the Dispute Notice, the receiving Party shall submit to the other a written response (the "Response"). The Dispute Notice and the Response shall include (i) a statement setting forth the position of each Party and a summary of arguments supporting each Party's position, and (ii) the name of each Party's representatives who have been given authority to resolve the Dispute. Within thirty (30) days after delivery of the Dispute Notice, the representatives of both Parties shall meet in DuPage County, Illinois, at a location mutually agreeable to both parties, as often as they reasonably deem necessary, to attempt to resolve the Dispute. All reasonable

requests for information made by one Party to the other shall be honored.

14.18.3 Mediation; Arbitration. If the Dispute has not been resolved within sixty (60) days after delivery of the Dispute Notice, or each Party fail to meet within thirty (30) days after delivery of the Dispute Note as hereinabove provided, both Parties shall immediately proceed to mandatory mediation, which shall also be held in DuPage County, Illinois. If the Dispute has not been resolved by mediation within ninety (90) days after delivery of the Dispute Notice, the parties shall immediately proceed to binding arbitration. The arbitration shall be conducted by three (3) arbitrators in accordance with the rules and procedures of the American Arbitration Association. The Parties shall each choose an arbitrator and those two arbitrators shall select a third arbitrator. The arbitration proceeding shall be conducted as expeditiously as possible and the decision of the arbitration panel shall be final and binding on the Parties hereto with no right to appeal.

14.18.4 Evidentiary. All negotiations pursuant to this Section shall be treated as compromise and settlement negotiations. Nothing said or disclosed, nor any document produced, in the course of such negotiations which is not otherwise independently discoverable shall be offered or received as evidence or used for impeachment or any other purpose in any arbitration proceeding.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

CITY OF ELMHURST

By: _____
Mayor

Attest:

By: _____
City Clerk

VILLAGE OF OAK BROOK

By: _____
President

Attest:

By: _____
Village Clerk