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AGENDA
OF BUSINESS TO BE BROUGHT BEFORE THE MEETING
OF THE CITY COUNCIL OF ELMHURST, ILLINOIS, 209 NORTH YORK
TUESDAY, JANUARY 20, 2009
7:30 P. M.

- Electronic Communication Devices may be "on," but must be set to a silent /vibrate mode.
- Individuals must exit the Council Chambers when using Electronic Communication Devices to send or receive audio or text messages.

1. Call to Order/Pledge of Allegiance/ Roll Call

2. Receipt of Written Communications and Petitions from the Public

3. Public Forum

4. Consent Agenda

- a. Minutes of Regular Meeting Held on Monday, January 5, 2009 (City Clerk Spencer): Approve as published
- b. Accounts Payable – January 20, 2008 Total \$ 1,707,375.59
- c. York & Vallette Business Association Farmer's Market 2009 (City Manager Borchert): Refer to the Public Affairs and Safety Committee
- d. Report – Berkley & Adams Sanitary Lift Station Grinder Replacement (PW&B)
- e. Report – WWTP Aerator Diffuser Replacement Project (PW&B)
- f. Report – Sanitary Sewer Private Property Protection Program (PW&B)
- g. Report –Prospect Avenue Annexation and SSA (Proposed Sewer and Water Improvements) (DP&Z)
- h. R-03-2009 – A Resolution Approving an Identity Theft Program and Prevention Policy

5. Committee Reports

- a. Report – Environmental and Sustainability Initiatives (DP&Z & PA&S)

6. Reports and Recommendations of Appointed and Elected Officials

- a. Updates (Mayor Marcucci)

7. Ordinances

- a. O-01-2009 – An Ordinance Approving a Development Agreement With 603-635 Rogers, LLC, York Second (Schiller Court Façade)

8. Other Business

9. Announcements

10. Adjournment

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.

Troen

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF THE ELMHURST, ILLINOIS
HELD ON MONDAY, JANUARY 5, 2009
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, JANUARY 5, 2009
209 NORTH YORK STREET
ELMHURST, ILLINOIS**

CALL TO ORDER/ PLEDGE OF ALLEGIANCE/ROLL CALL

Attendance: 10

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

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

Absent: Michael J. Regan (arrived at 7:37 p.m.), Chris Nybo

Also in Attendance: City Treasurer Pigoni, City Attorney Kubiesa, City Manager Borchert, Finance Director Gaston, Assistant Finance Director Trosien, Human Resources Manager Johnson, Fire Chief Kopp, Police Chief Neubauer, PZED Director Said, Public Works Director Hughes, Water/Wastewater Director Streicher, Museum Director Bergheger

RECEIPT OF WRITTEN COMMUNICATIONS AND PETITIONS FROM THE PUBLIC

2. None.

PUBLIC FORUM

3. None.

CONSENT AGENDA

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

- a. MINUTES OF REGULAR MEETING HELD ON MONDAY, DECEMBER 15, 2008 (City Clerk Spencer): Approve as published
- b. MINUTES OF THE EXECUTIVE SESSION HELD ON MONDAY, DECEMBER 8, 2008 (City Clerk Spencer): Receive and place on file
- c. ACCOUNTS PAYABLE - DECEMBER 31, 2008 TOTAL \$ 1,648,031.92
- d. APPOINTMENT TO BOARD OF TRUSTEES OF THE ELMHURST PUBLIC LIBRARY - BECTON (Mayor Marcucci): Concur with the Mayor's recommendation

December 3, 2008

To: Members of the City Council

Re: Appointment to Board of Trustees of the Elmhurst Public Library - Becton

With your advice and consent, I will appoint Ms. Ingrid Becton to the Board of Trustees of the Elmhurst Public Library to fill the unexpired term of Ms. Nora Aman-Gurvich who resigned from the Board due to moving out of the area. Ms. Becton's term will expire July 1, 2009.

Respectfully submitted,
/s/ Thomas D. Marcucci
Mayor

- e. APPOINTMENT OF A CHAIRMAN OF THE HISTORIC PRESERVATION COMMISSION - RICHARD ROSENBERG (Mayor Marcucci): Concur with the Mayor's recommendation

December 5, 2008

To: Members of the City Council
Re: Appointment of a Chairman of the Historic Preservation Commission - Richard Rosenberg

With your advice and consent, I will appoint Richard Rosenberg, Chairman of the Historic Preservation Commission as recommended by the Development, Planning and Zoning Committee (see attached).

Respectfully submitted,
/s/ Thomas D. Marcucci
Mayor

- f. REQUEST FOR REVIEW AND EVALUATION OF THE WATER AND SEWER RATES FOR THE RESIDENTS ON WRIGHTWOOD AVENUE (City Manager Borchert): Refer to the Finance, Council Affairs and Administrative Services Committee

December 22, 2008

To: Mayor Marcucci and Members of the City Council
Re: Request for Review and Evaluation of the Water and Sewer Rates for the Residents on Wrightwood Avenue

It is respectfully requested that the attached request from Alderman Bram be referred to the Finance, Council Affairs and Administrative Services Committee for their review, evaluation and subsequent recommendation to the City Council.

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

- g. ESTABLISHING A "NO-IDLE" REDUCTION POLICY AND PROGRAM - ALDERMEN LEADER AND ROSE (City Manager Borchert): Refer to the Public Affairs and Safety Committee

January 05, 2009

To: Mayor Marcucci and Members of the City Council
Re: Establishing a "No-Idle" Reduction Policy and Program Aldermen Leader and Rose

It is respectfully requested that the attached request from Aldermen Norman Leader and Susan J. Rose be referred to the Public Affairs and Safety Committee for their review, evaluation and subsequent recommendation to the City Council.

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

- h. REPORT - RESIDENTIAL FIRE SPRINKLERS The following report of the Development, Planning and Zoning Committee was presented:

December 8, 2008

TO: Mayor Marcucci and Members of the City Council
RE: Residential Fire Sprinklers

The Development, Planning and Zoning Committee met on several occasions and most recently on August 25, 2008 and again on December 8, 2008 to review an analysis of the costs, benefits and discussions on a Residential Fire Sprinkler ordinance for new and remodeled single family residences. The following information was provided in a packet of information that was distributed to the Development, Planning and Zoning Committee:

- A listing of Elmhurst single family home fires since 1996, including fire deaths in single family homes since 1984
- Several articles detailing the benefits of residential fire sprinklers
- NFPA 13D, a standard to provide a sprinkler system that aids in detection and control of residential fires
- Excerpts from a 10-year study completed in Scottsdale, AZ and a community's experiences 12 years after mandatory implementation in Prince George's County, MD

- Realtor and Builder objections to residential fire sprinklers, including fire protection rebuttals to these objections
- A listing of insurance companies that offer discounts for residential fire sprinklers
- Builder incentives and cost savings
- The status of pending fire sprinkler ordinances in local municipalities
- Proposals for costs of residential fire sprinklers in two new construction homes in Elmhurst
- A listing of communities in the Chicagoland area that have already passed residential fire sprinkler ordinances
- Much miscellaneous information that further details this proposal

It was the Committee's belief that the decision to install a residential fire sprinkler should be the homeowner's, however, education and awareness of residential sprinklers would be invaluable tools to aid in making their decision.

Therefore, it was the Committee's decision to provide homeowners requesting permits for new construction and home additions with a packet of information from the Home Fire Sprinkler Coalition which includes more in depth information on the value and benefits of residential fire sprinklers. Builders will also be encouraged to aid in the education of homeowners to assist them in making a knowledgeable decision.

Respectfully submitted,
Development, Planning and Zoning
Committee

/s/ Susan J. Rose
Chairman

/s/ Norman Leader
Vice-Chairman

/s/ Diane Gutenkauf

i. R-01-2009 – A RESOLUTION IN CONNECTION WITH WORK PERMITS FROM THE STATE OF ILLINOIS

Resolution R-01-2009 was presented for passage.

j. R-02-2009 – A RESOLUTION SUPPORTING STAKEHOLDER INPUT AND PUBLIC SAFETY FOCUS FOR THE DUPAGE EMERGENCY TELEPHONE SYSTEM BOARD AND THE INTEROPERABLE RADIO NETWORK

Resolution R-02-2009 was presented for passage.

Alderman Mulliner moved to accept the contents of the Consent Agenda. Alderman Bram seconded. Voice vote unanimous, motion carried. Alderman Gow moved to approve the contents of the Consent Agenda. Alderman Gutenkauf seconded. Roll call vote:

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

Nays: None

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

REPORTS AND RECOMENDATIONS OF APPOINTED AND ELECTED OFFICIALS

5. REVIEW OF 5 YEAR CAPITAL BUDGET AND PREVIEW OF '09/'10 GENERAL FUND BUDGET (City Manager Borchert)

City Manager Borchert began the PowerPoint presentation reviewing Expenditure Classifications and Expenditure Priority. Highlights of the preliminary 2009-2010 Capital Expenditure Budget:

- Public Works infrastructure

- Communication
- Land acquisition
- Storm water improvements/Flood mitigation
- Heritage Center in Elmhurst
- Central Business District
- Parking system

Mayor Marcucci asked Council if they had any questions or comments for Mr. Borchert on the budget presentation before he begins the preview of the 2009/2010 General Fund Budget. There were no questions from Council.

Mayor Marcucci – page 7, Public Safety/Public Works Radio Upgrade – how much will it cost?

City Manager Borchert replied it will be \$712,000 for the Police Department and \$320,000 for the Fire Department.

Mayor Marcucci stated this is approximately a million dollar expenditure. He explained the City needs to invest in this new digital technology because of September 11th as part of our national security. The County needs for each municipality to be able to have communication with each other at all times. Money from the state and federal government is coming since this is a September 11th requirement.

Mayor Marcucci noted on page 11, General Obligation Debt Limit, the City Council and City staff have kept us in the 2.5-3.0 range. He stated the City's debt is in control and stable.

Alderman Hipskind agreed that the City is in very good shape. Alderman Hipskind on page 8, Anaerobic Digester asked why does the City need this and how long has the City had the two.

City Manager Borchert explained that a third digester is necessary. He stated 2009 will be the design and engineering phase and 2011-2012 will be the construction. Mr. Borchert added that Mr. Streicher is willing to conduct a tour of the plant at any time.

Mayor Marcucci asked about the federal government's Phase 2 of the Clean Water Act.

City Manager replied that Phase 2 was implemented for storm water runoff. A requirement will be that the City must report on the private property: how the basins are working. The five year Capital Budget doesn't provide for money for Phase 2, but there are expenditures in the operating budget.

Alderman Szczepaniak – regarding Five Year Capital Expenditure Budget, page 12 Storm Water Detention Projects Fund, asked will this project keep the residents of southwest Elmhurst out of the flood plain.

City Manager Borchert replied that there hasn't been any Elmhurst flooding from the most recent storm. There will be a meeting tomorrow to discuss the September 2008 storm which will serve as a model of a real event. This could prove no flood plain insurance is required.

Alderman Szczepaniak stated three ambulances are in the budget to purchase two years from now and he asked how important is it to have these? What will change two years from now if everything is working under contract?

City Manager Borchert replied it would allow for Elmhurst to control and get some savings by not having a contractor.

Alderman Szczepaniak, page 10 Public Works – Public Benefit EMHC Infrastructure Improvements is listed at three million. This past March, 2008, the cap was 2.8 million. Is this over budget?

City Manager replied he would double check and get back to Council with a memo regarding the question.

Alderman Szczepaniak asked under IT why the yearly increase of \$3,000-\$4,000. How often do we change PC's?

Ms. Gaston replied this is for further review by the Finance Committee. What is listed is not etched in stone.

Alderman Mulliner wanted to comment on the ambulances. If the City purchases ambulances it will reduce the overall cost.

Alderman Morley asked about the wireless Fire Alarm System. When will it be installed and when will it start generating revenue?

The Public Affairs and Safety Committee will have a thorough review. It would begin to happen next year and become a supplemental income for the General Fund. It would have to have a review of the full City Council.

Alderman Rose stated she hoped our standard for computer replacement was no more than 3-4 years.

Tom Trosien replied replacement for hardware is three years.

Alderman Rose asked questions on our current inventory of parking.

City Manager Borchert replied that all day use is 100% occupied. The demand for parking is high. The Capital Budget provides for two parking structures.

Alderman Rose stated parking is a good use of the Capital Fund.

Alderman Bram, page 4, Road Improvements. He asked if we trying to play catch-up for the previous years?

City Manager Borchert replied the standard is 5% each year. The General Fund will back off on the work done. Funds come from Capital Improvement Fund.

Alderman Moriarty, page 15, Funding Sources by Year. \$2.8 million budgeted for 2009/2010 could it be explained what funding sources will come in.

City Manager Borchert replied some road improvements that are "project ready" could be funded by a federal grant which would include the St. Charles Road improvements.

Alderman Szczepaniak asked why street improvements are going from concrete to asphalt?

City Manager Borchert stated from a maintenance perspective, asphalt is best for Elmhurst's economy and maintenance.

Alderman Szczepaniak asked City Manager about improvements to the parking payment system in the Central Business District.

Alderman Bram, page 9 – Public Works Street Maintenance asked regarding York and Grand streetscape improvements, is \$80,000 sufficient to make it safer?

City Manager replied that will be determined by the Public Affairs and Safety Committee and the City Council.

Alderman Bram stated the northeast section of Elmhurst is in poor condition and it seems there is no start of the project.

City Manger replied the proposal is not in the Capital Budget but in the Operating Budget.

City Manager Borchert resumed the Power Point presentation for Review of Fiscal Year 2009/2010 General Fund Budget.

- 2008 Citizen Survey
- Recommendations
- Mayor/City Council Message to City Manger (11/03/08)
- Mayor/City council Message to City Manager Overview General Fund (12/11/08)

- Preliminary Analysis General Fund 2009/2010.
- Preliminary General Fund Cuts and Balance to Review
- Budget Activity
- What's Next

Mayor Marcucci commented on the cuts in the City budget as it relates to the citizens and budget cuts from Springfield will affect Elmhurst greatly.

Alderman Gutenkauf commented on the Citizens' Survey as it relates to parking stating the results indicated parking isn't as big a concern as the Council thinks.

Alderman Szczepaniak asked if sales in Elmhurst go down and the cost of the Ash Borer impact goes up how will this affect the budget?

Mayor Marcucci stated that as for the Ash Borer, it won't affect the budget for next year.

Mayor Marcucci thanked City Manager Borchert for the budget presentation.

OTHER BUSINESS

6. None.

ANNOUNCEMENTS

7. None.

ADJOURNMENT

8. Alderman Regan moved to adjourn the meeting. Aldermen Mulliner seconded. Voice Vote. Motion carried. Meeting adjourned 9:49 p.m.

Thomas D. Marcucci, Mayor

Patty Spencer, City Clerk

CITY OF ELMHURST

ACCOUNTS PAYABLE SUMMARY SHEET

JANUARY 20, 2009

	<u>REGULAR</u>	<u>INTERIM</u>	<u>TOTAL</u>
<u>CHECKS</u>			
GENERAL FUND	\$760,611.14	\$149,159.40	\$909,770.54
LIBRARY FUND	226.37	-	226.37
REDEVELOPMENT	104,287.63	-	104,287.63
INDUSTRIAL DEVELOPMENT	-	25,000.00	25,000.00
RT 83 COMMERCIAL DEVELOPMENT	684.50	-	684.50
PUBLIC FACILITIES CONSTR	370,721.26	-	370,721.26
MUNICIPAL UTILITY FUND	291,330.98	-	291,330.98
PARKING REVENUE SYSTEM FUND	5,354.31	-	5,354.31
	<u>1,533,216.19</u>	<u>174,159.40</u>	<u>1,707,375.59</u>

FINANCE REVIEW

Mary F. Boston

CITY MANAGER REVIEW

James J. Quinn

TO THE CITY TREASURER,

THE PAYMENT OF THE ABOVE LISTED AMOUNTS HAS BEEN APPROVED BY THE
CITY COUNCIL AT A MEETING HELD ON JANUARY 20, 2009 AND YOU ARE HEREBY
AUTHORIZED TO PAY THEM FROM THE APPROPRIATE BUDGET ACCOUNT.

MAYOR

CITY CLERK

PREPARED 01/12/2009, 11:01:13
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 01/20/2009 CHECK DATE: 01/22/2009

BANK: 01

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
0009417 112057	A N S, INC 005331			01 01/20/2009	530-0088-503.50-14	WINDOW WASHING	323.00	
VENDOR TOTAL *							323.00	
0000009	ACE HARDWARE							
259640	004815			01 01/20/2009	110-4020-422.60-98	GRILL REPLACEMENT	919.00	
259744	005026			01 01/20/2009	110-4020-422.40-98	GARDEN HOSE NOZZLE	6.74	
259769	005122			01 01/20/2009	110-4020-422.40-98	RUBBER Mallet	16.18	
259698	005202			01 01/20/2009	110-7060-451.60-44	SUPPLIES	79.33	
259719	005029			01 01/20/2009	510-6052-501.40-98	METER INSTALLATION MATL	38.65	
VENDOR TOTAL *							1,059.90	
0010266	ACME TRUCK BRAKE & SUPPLY							
1283570096	004904			01 01/20/2009	110-6047-512.50-16	TRK/PARTS PW34	334.70	
1283650057	005188			01 01/20/2009	110-6047-512.50-16	ENG #1	8.65	
1290050041	005189			01 01/20/2009	110-6047-512.50-16	PW-14	140.65	
VENDOR TOTAL *							484.00	
0002416	ADDISON AUTO INTERIORS							
9957	004957			01 01/20/2009	110-6047-512.50-02	SEAT REPAIR/PD-10	150.00	
9968	004958			01 01/20/2009	110-6047-512.50-02	SEAT REPAIR/PD-9	150.00	
9974	004959			01 01/20/2009	110-6047-512.50-02	SEAT REPAIR/F-3	250.00	
9975	005171			01 01/20/2009	110-6047-512.50-02	SEAT REPAIR/PD-7	175.00	
VENDOR TOTAL *							725.00	
0007385	ADI							
M1MY3201	003681			01 12/15/2008	110-2008-413.40-31	HID CARD READER	139.99	
XLW93601CM	003682			01 12/15/2008	110-2008-413.40-31	RETURNED MERCHANDISE	10.43	
L0421501CM	003683			01 12/15/2008	110-2008-413.40-31	RETURNED MERCHANDISE	40.00	
LNU36801CM	003684			01 12/15/2008	110-2008-413.40-31	RETURNED MERCHANDISE	201.95	
D6A26701CM	003685			01 12/15/2008	110-2008-413.40-31	RETURNED MERCHANDISE	76.50	
M8RG2001	005333			01 01/20/2009	530-0088-503.50-14	SMOKE/HEAT DETECTORS	198.04	
VENDOR TOTAL *							9.15	
0008328	ADT SECURITY SERVICES, INC							
85758463	005405			01 01/20/2009	110-7060-451.30-98	SECURITY SVCS	141.10	
83234985	004912			01 01/20/2009	510-6052-501.50-18	ALARM REPAIR	80.00	
VENDOR TOTAL *							221.10	
0007472	AIRGAS NORTH CENTRAL							
105836046	004974			01 01/20/2009	110-6047-512.40-98	OTHER SUPPLIES	282.61	
105852666	005318			01 01/20/2009	110-6047-512.40-98	SUPPLIES	367.46	
VENDOR TOTAL *							650.07	
0000016	ALEXANDER EQPT CO INC							
61407	005166			01 01/20/2009	110-6043-434.40-53	SAWS/HOOK	102.50	
61350	004903			01 01/20/2009	110-6047-512.50-16	TRK/PARTS PW82	62.69	
VENDOR TOTAL *							165.19	
0004999	ALLIANCE PLUMBING							

PREPARED 01/12/2009, 11:01:13
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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
0004999 DEC 2008	ALLIANCE PLUMBING 005048		01 01/20/2009	110-4025-424.30-12	PLUMBING INSPECTIONS	1,930.04	
					VENDOR TOTAL *	1,930.04	
0016250 868056 868044 0000011153 0000011108 0000249470 0000011145	ALLIED GARAGE DOOR INC 005008 005009 005043 005044 005010 005330		01 01/20/2009 01 01/20/2009 01 01/20/2009 01 01/20/2009 01 01/20/2009 01 01/20/2009	110-4020-422.50-01 110-4020-422.50-01 110-5030-421.50-01 110-5030-421.50-01 110-6046-418.50-01 530-0088-503.50-14	GARAGE DOOR REPAIR GARAGE DOOR REPAIR GARAGE DOOR REPAIR GARAGE DOOR REPAIR GARAGE DOOR REPAIR DOOR REPAIR	354.00 350.00 378.63 296.00 249.00 641.00	
					VENDOR TOTAL *	2,268.63	
0000078 2414346 0551-002392660	ALLIED WASTE SERVICES #551 005402 004920		01 01/20/2009 01 01/20/2009	110-6045-441.30-65 510-6056-502.30-81	REFUSE COLLECTION WASTE DISPOSAL	254,770.42 768.00	
					VENDOR TOTAL *	255,538.42	
0017676 85456	ALLIED 100 LLC 005407		01 01/20/2009	110-7060-451.40-31	SUPPLIES/MOUNT	253.80	
					VENDOR TOTAL *	253.80	
0010804 WOB27930	ALLSTAR AUTO GLASS INC 005187		01 01/20/2009	110-6047-512.50-02	PW-14 WINDSHIELD	274.58	
					VENDOR TOTAL *	274.58	
0013770 5058	ALPINE SAP, INC - CAROL STREAM 004913		01 01/20/2009	510-6050-501.30-52	RPZ TESTING	1,976.25	
					VENDOR TOTAL *	1,976.25	
0005297 12/22/2008 12/22/2008 01/06/2009 01/06/2009	AMERICAN CHARGE SERVICE 004817 004818 005268 005269		01 01/20/2009 01 01/20/2009 01 01/20/2009 01 01/20/2009	110-0083-443.60-49 110-0083-443.60-19 110-0083-443.60-49 110-0083-443.60-19	SENIOR CITIZEN TAXI SVC DISABLED CITIZEN TAXI SVC SENIOR CITIZEN TAXI SVC DISABLED CITIZEN TAXI SVC	435.80 34.40 459.20 13.00	
					VENDOR TOTAL *	942.40	
0005517 085061-081207	AMERICAN PLANNING ASSN 004993		01 01/20/2009	110-3015-414.60-37	MEMBERSHIP RENEWAL	306.00	
					VENDOR TOTAL *	306.00	
0008412 12/18/2008	AMERICAN PUBLIC WORKS ASSN - KC 004906		01 01/20/2009	110-6040-431.60-11	REGISTRATION	35.00	
					VENDOR TOTAL *	35.00	
0013255 89662	ANDERSON ELEVATOR CO 005332		01 01/20/2009	110-6046-418.30-25	MONTHLY MAINT FEE	156.51	
					VENDOR TOTAL *	156.51	
0000035	ANDERSON LOCK						

PREPARED 01/12/2009, 11:01:13
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 AS OF: 01/20/2009 CHECK DATE: 01/22/2009

BANK: 01

VEND NO	VENDOR NAME	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0000035	ANDERSON LOCK							
0569352	005006		01	01/20/2009	530-0088-503.50-14	DOOR REPAIR	321.11	
0569350	005007		01	01/20/2009	530-0088-503.50-14	DOOR REPAIR	321.11	
							VENDOR TOTAL *	642.22
0000730	ANI SAFETY INC							
270545	005098		01	01/20/2009	110-5030-421.40-98	SUPPLIES	217.90	
							VENDOR TOTAL *	217.90
0000039	ARROW UNIFORM							
06-356855	004929		01	01/20/2009	110-6041-432.40-62	UNIFORM SUPPLIES	113.75	
06-359333	005149		01	01/20/2009	110-6041-432.40-62	UNIFORM SUPPLIES	103.75	
06-356855	004930		01	01/20/2009	510-6052-501.40-62	UNIFORM SUPPLIES	113.75	
06-359333	005150		01	01/20/2009	510-6052-501.40-62	UNIFORM SUPPLIES	103.75	
							VENDOR TOTAL *	435.00
0003804	ARTS RV SALES							
4074691	004902		01	01/20/2009	110-6047-512.50-16	TRK/PARTS PW61,PW24	27.90	
							VENDOR TOTAL *	27.90
0017616	ASSETWORKS, INC							
001472	004967		01	01/20/2009	110-2006-413.30-31	PROFESSIONAL SERVICES	1,090.00	
							VENDOR TOTAL *	1,090.00
0007161	ASSOCIATED TIRE & BATTERY CO, INC							
427239	005017		01	01/20/2009	110-6047-512.50-16	JANITORIAL SUPPLIES	102.24	
427604	005154		01	01/20/2009	110-6047-512.50-16	PARTS & SUPPLIES	80.00	
							VENDOR TOTAL *	182.24
0000095	AT & T MOBILITY							
827125944X12252005080			01	01/20/2009	110-4020-422.30-75	MONTHLY PHONE	108.61	
827125944X12252005079			01	01/20/2009	110-5030-421.30-75	MONTHLY PHONE	119.56	
							VENDOR TOTAL *	228.17
0012277	AT&T							
63094131383002	005077		01	01/20/2009	110-1001-411.30-75	MONTHLY PHONE	12.62	
70822603773592	004803		01	01/20/2009	110-4020-422.30-75	MONTHLY PHONE	107.32	
70822603029680	004804		01	01/20/2009	110-4020-422.30-75	MONTHLY PHONE	86.82	
70822603009682	005073		01	01/20/2009	110-4020-422.30-75	MONTHLY PHONE	86.82	
63094177983665	005075		01	01/20/2009	110-4020-422.30-75	MONTHLY PHONE	86.70	
63022603952325	004800		01	01/20/2009	110-5030-421.30-75	MONTHLY PHONE	35.90	
70822603942320	004801		01	01/20/2009	110-5030-421.30-75	MONTHLY PHONE	107.32	
63094112299292	005078		01	01/20/2009	110-5030-421.30-75	MONTHLY PHONE	29.34	
70822613280851	004799		01	01/20/2009	110-6040-431.30-75	MONTHLY PHONE	86.82	
63083402982045	005074		01	01/20/2009	110-6040-431.30-75	MONTHLY PHONE	77.78	
70822603793590	004802		01	01/20/2009	510-6055-502.30-75	MONTHLY PHONE	107.32	
63094131383002	005076		01	01/20/2009	510-6055-502.30-75	MONTHLY PHONE	12.62	
63027936943334	005377		01	01/20/2009	530-0088-503.30-75	MONTHLY PHONE	25.63	
							VENDOR TOTAL *	863.01
0000045	ATLAS BOBCAT INC							

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0000045	ATLAS BOBCAT INC									
B84477	005185				01	01/20/2009	110-6042-433.50-16	PW141 SNOW BROOM BEARINGS	298.14	
B84478	005186				01	01/20/2009	110-6042-433.50-16	SNOW BROOM STAND	91.22	
								VENDOR TOTAL *	389.36	
0009911	AUTOMATIC BUILDING CONTROLS									
62422	005011				01	01/20/2009	110-6046-418.50-01	HVAC REPAIR	760.16	
62423	005012				01	01/20/2009	110-6046-418.50-01	HVAC REPAIR	285.81	
62458	005334				01	01/20/2009	110-6046-418.50-01	QUARTERLY MAINT FEE	900.00	
								VENDOR TOTAL *	1,945.97	
0016529	BARNES DISTRIBUTION									
0315025001	005158				01	01/20/2009	110-6047-512.50-16	STOCK	1,026.38	
0315026001	005184				01	01/20/2009	110-6047-512.50-16	STOCK ELECTRICAL PARTS	309.25	
								VENDOR TOTAL *	1,335.63	
0004930	BARRETT'S ANTENNA & SERVICE INC									
71806	005349				01	01/20/2009	110-4020-422.60-98	TV REPAIR	261.20	
								VENDOR TOTAL *	261.20	
0000059	BERGHEGER, BRIAN-PETTY CASH									
11/26-12/31	005253				01	01/09/2009	110-7060-451.30-49	POSTAGE		CHECK #: 122615 16.80
11/26-12/31	005254				01	01/09/2009	110-7060-451.40-31	MINOR EQPT REIMBURSEMENT		CHECK #: 122615 60.46
11/26-12/31	005255				01	01/09/2009	110-7060-451.40-33	OFFICE EQT REIMBURSEMENT		CHECK #: 122615 19.47
11/26-12/31	005256				01	01/09/2009	110-7060-451.60-54	TRAVEL REIMBURSEMENT		CHECK #: 122615 57.33
11/26-12/31	005257				01	01/09/2009	110-7060-451.60-65	PROGRAM REIMBURSEMENT		CHECK #: 122615 102.75
11/26-12/31	005258				01	01/09/2009	110-7060-451.60-98	MISC EXP REIMBURSEMENT		CHECK #: 122615 29.52
								VENDOR TOTAL *	.00	286.33
0013075	BERKELEY TRUCKING INC									
34769	005018				01	01/20/2009	110-6042-433.30-72	CDB SNOW REMOVAL	2,252.50	
34783	005193				01	01/20/2009	110-6042-433.30-72	CBD SNOW HAULING	4,802.50	
34762	004916				01	01/20/2009	510-6052-501.40-57	STONE	557.51	
34766	004917				01	01/20/2009	510-6052-501.40-57	STONE	3,316.79	
34773	004918				01	01/20/2009	510-6052-501.30-81	HAULING SVCS	2,220.00	
								VENDOR TOTAL *	13,149.30	
0010307	BEST QUALITY CLEANING INC									
32191	004983				01	01/20/2009	110-6046-418.30-14	DEC CUSTODIAL MAINTENANCE	6,509.00	
32192	004985				01	01/20/2009	110-6046-418.30-14	DEC CUSTODIAL MAINTENANCE	150.00	
32194	004987				01	01/20/2009	110-6046-418.30-14	DEC CUSTODIAL MAINTENANCE	95.00	
32191	004984				01	01/20/2009	510-6057-502.30-14	DEC CUSTODIAL MAINTENANCE	339.00	
32193	004986				01	01/20/2009	510-6057-502.30-14	DEC CUSTODIAL MAINTENANCE	625.00	
								VENDOR TOTAL *	7,718.00	
0016295	BONNELL INDUSTRIES INC									
0115971-IN	004897				01	01/20/2009	110-6042-433.50-16	CUTTING EDGES	483.00	
0116215-IN	004898				01	01/20/2009	110-6042-433.50-16	STOCK	398.50	
0116216-IN	004899				01	01/20/2009	110-6042-433.50-16	TRK/PARTS PW44	398.50	

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0008716	CASE LOTS INC							
011659	005296		01	01/20/2009	110-6041-432.40-98	SUPPLIES	34.49	
011659	005297		01	01/20/2009	110-6043-434.40-98	SUPPLIES	34.48	
011659	005298		01	01/20/2009	110-6044-435.40-98	SUPPLIES	34.48	
011499	004975		01	01/20/2009	110-6046-418.40-24	JANITORIAL SUPPLIES	319.20	
011659	005300		01	01/20/2009	110-6047-512.40-24	SUPPLIES	103.46	
011659	005299		01	01/20/2009	510-6052-501.40-98	SUPPLIES	34.48	
011659	005301		01	01/20/2009	510-6057-502.40-24	SUPPLIES	103.46	
						VENDOR TOTAL *	664.05	
0011925	CDC ENTERPRISES INC							
200800207	005125		01	01/20/2009	510-6056-502.50-10	SOFTWARE UPGRADE	1,075.00	
						VENDOR TOTAL *	1,075.00	
0007069	CDW GOVERNMENT INC							
MSC2098	005288		01	01/20/2009	110-2008-413.40-73	BACKUP TAPES	88.65	
						VENDOR TOTAL *	88.65	
0012836	CERTIFIED FLEET SERVICES INC							
S11831	004890		01	01/20/2009	110-6047-512.50-16	TRK/PARTS F-1	119.60	
S11879	004891		01	01/20/2009	110-6047-512.50-16	TRK/PARTS F-1	264.39	
I10663	004938		01	01/20/2009	110-6047-512.50-02	ANNUAL AERIAL TEST	575.00	
						VENDOR TOTAL *	958.99	
0014200	CHICAGO INTL TRUCKS, LLC							
102044915	005179		01	01/20/2009	110-6047-512.50-16	PW-14	18.88	
102044570	005180		01	01/20/2009	110-6047-512.50-16	PW-14	387.35	
						VENDOR TOTAL *	406.23	
0014402	CHICAGO PARTS & SOUND LLC							
297378	005013		01	01/20/2009	110-6047-512.50-16	PARTS & SUPPLIES	110.00	
293517	005155		01	01/20/2009	110-6047-512.50-16	PARTS & SUPPLIES	209.24	
298125	005266		01	01/20/2009	110-6047-512.50-16	PARTS/SUPPLIES	326.46	
						VENDOR TOTAL *	645.70	
0012699	CINTAS FIRST AID & SAFETY							
0343525821	005004		01	01/20/2009	110-6046-418.50-01	AED REPL PARTS	231.90	
						VENDOR TOTAL *	231.90	
0017042	CLOSED CIRCUIT INNOVATIONS							
3939	005036		01	01/20/2009	110-5030-421.30-98	JAN 09 MAINT FEE	395.00	
						VENDOR TOTAL *	395.00	
0000112	COCA-COLA ENT LAKESHORE DIV							
0348401704	005028		01	01/20/2009	110-1001-411.60-98	RESTOCK VENDING MACHINE	110.64	
						VENDOR TOTAL *	110.64	
0000114	COM ED							
6983225007	005381		01	01/20/2009	110-4022-423.30-24	MONTHLY ELECTRIC	35.82	

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0000114	COM ED							
7065190004	005260	01	01/20/2009	110-6044-435.30-24	MONTHLY ELECTRIC		294.77	
1843000001	005261	01	01/20/2009	110-6044-435.30-24	MONTHLY ELECTRIC		14.22	
8234047019	005262	01	01/20/2009	110-6044-435.30-24	MONTHLY ELECTRIC		349.67	
6981441003	005263	01	01/20/2009	110-6044-435.30-24	MONTHLY ELECTRIC		371.84	
08090-54019	005264	01	01/20/2009	110-6044-435.30-24	MONTHLY ELECTRIC		888.54	
6897727003	005380	01	01/20/2009	110-6044-435.30-24	MONTHLY ELECTRIC		187.63	
0477145001	005382	01	01/20/2009	110-6044-435.30-24	MONTHLY ELECTRIC		234.61	
8577587009	005383	01	01/20/2009	110-6044-435.30-24	MONTHLY ELECTRIC		14.22	
8577601004	005384	01	01/20/2009	110-6044-435.30-24	MONTHLY ELECTRIC		28.44	
8256051035	005385	01	01/20/2009	110-6044-435.30-24	MONTHLY ELECTRIC		44.04	
8075341005	005386	01	01/20/2009	110-6044-435.30-24	MONTHLY ELECTRIC		20.46	
8745264008	005388	01	01/20/2009	110-6044-435.30-24	MONTHLY ELECTRIC		14.22	
8634040009	005389	01	01/20/2009	110-6044-435.30-24	MONTHLY ELECTRIC		22.64	
8745266002	005390	01	01/20/2009	110-6044-435.30-24	MONTHLY ELECTRIC		14.22	
8661049027	005391	01	01/20/2009	110-6044-435.30-24	MONTHLY ELECTRIC		20.46	
8745265005	005393	01	01/20/2009	110-6044-435.30-24	MONTHLY ELECTRIC		321.59	
8661158012	005387	01	01/20/2009	110-6046-418.30-24	MONTHLY ELECTRIC		284.10	
8745412004	005392	01	01/20/2009	530-0088-503.30-24	MONTHLY ELECTRIC		102.97	
					VENDOR TOTAL *		3,264.46	
0006475	COMMUNICATIONS DIRECT, INC							
SR85762	005420	01	01/20/2009	110-2008-413.50-22	MDT REPAIR		540.00	
SR85943	005421	01	01/20/2009	110-2008-413.50-22	MDT REPAIR		96.00	
SR86033	005422	01	01/20/2009	110-2008-413.50-22	MDT REPAIR		96.00	
					VENDOR TOTAL *		732.00	
0013685	CONSERVATION DESIGN FORUM							
0005820	005126	01	01/20/2009	510-6057-502.50-01	LANDSCAPING		1,980.00	
					VENDOR TOTAL *		1,980.00	
0015461	CROSSBOW INDUSTRIAL WATER							
1081704	004911	01	01/20/2009	510-6057-502.40-25	WATER TANK EXCHANGE		145.00	
					VENDOR TOTAL *		145.00	
0017670	CROWD CONTROL WAREHOUSE							
15575	005327	01	01/20/2009	110-6046-418.50-01	RIBBONS		199.00	
					VENDOR TOTAL *		199.00	
0017674	DALY, SEAN							
32	005340	01	01/20/2009	530-0000-341.50-00	PARKING PASS REFUND		30.00	
					VENDOR TOTAL *		30.00	
0000556	DIETZLER CONST CORP							
1332	005021	01	01/20/2009	110-6042-433.40-47	DE-ICING SAND		1,027.33	
1315	005022	01	01/20/2009	110-6042-433.40-47	DE-ICING SAND		846.39	
					VENDOR TOTAL *		1,873.72	
0005777	DOWN UNDER CONSTRUCTION							

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0005777 081220	DOWN UNDER CONSTRUCTION 004915			01 01/20/2009	510-6052-501.80-12	WATER SERVICE UPGRADES	1,900.00	
						VENDOR TOTAL *	1,900.00	
0000153 13792 13720 13793	DU-COMM 005025 004964 005045			01 01/20/2009 01 01/05/2009 01 01/20/2009	110-4020-422.30-18 110-5030-421.30-18 110-5030-421.30-18	QUARTERLY FEE (2-4/09) QUARTERLY CHARGE QUARTERLY SVC 2-4/09	51,988.00 CHECK #: 122611 149,625.00	149,625.00
						VENDOR TOTAL *	201,613.00	149,625.00
0015269 12/08-12/19/08 12/08-12/19/08	DUFFY, JOSHUA 004809 004810			01 01/20/2009 01 01/20/2009	110-5030-421.60-05 110-5030-421.60-11	EXPENSE REIMBURSEMENT EXPENSE REIMBURSEMENT	374.40 147.43	
						VENDOR TOTAL *	521.83	
0009400 2009 01/22/09 01/22/09 01/22/09 01/22/09 01/22/09	DUPAGE COUNTY CHIEFS OF POLICE ASSN 005206 005248 005249 005250 005251 005252			01 01/20/2009 01 01/09/2009 01 01/09/2009 01 01/09/2009 01 01/09/2009 01 01/09/2009	110-5030-421.60-37 110-5030-421.60-11 110-5030-421.60-11 110-5030-421.60-11 110-5030-421.60-11 110-5030-421.60-11	MEMBERSHIP MEETING REGISTRATION MEETING REGISTRATION MEETING REGISTRATION MEETING REGISTRATION MEETING REGISTRATION	150.00 CHECK #: 122614 CHECK #: 122614 CHECK #: 122614 CHECK #: 122614 CHECK #: 122614	20.00 20.00 20.00 20.00 20.00
						VENDOR TOTAL *	150.00	100.00
0011695 12/22/2008	DUPAGE COUNTY FIRE INVESTIGATION 005419			01 01/20/2009	110-4020-422.30-98	ARSON FIRE GRANT	450.00	
						VENDOR TOTAL *	450.00	
0000161 200812120199 200812170193 200812190118 200812230156	DUPAGE COUNTY RECORDER 005201 005344 005345 005346			01 01/20/2009 01 01/20/2009 01 01/20/2009 01 01/20/2009	110-1001-411.30-54 110-1001-411.30-54 110-1001-411.30-54 110-1001-411.30-54	RECORDING SVCS RECORDING SVCS RECORDING SVCS RECORDING SVCS	30.00 8.00 18.00 31.00	
						VENDOR TOTAL *	87.00	
0000169 8064 8064	DUPAGE WATER COMMISSION 005198 005197			01 01/20/2009 01 01/20/2009	510-6050-501.90-90 510-6051-501.30-20	DEC 2008 DEC 2008	29,037.52 159,139.12	
						VENDOR TOTAL *	188,176.64	
0017673 201 EVERGREEN	EARHART, DAVE 005347			01 01/20/2009	510-6056-502.30-90	SEWER LINE REIMBURSEMENT	2,000.00	
						VENDOR TOTAL *	2,000.00	
0014731 08-3040 08-3040 08-3040 08-3040	ECS 005237 005236 005238 005235			01 01/20/2009 01 01/20/2009 01 01/20/2009 01 01/20/2009	110-1001-411.20-07 110-4020-422.20-07 110-4020-422.20-07 110-5030-421.20-07	CHECKS/BANKING FEE W/C CLAIM CHECKS/BANKING FEE W/C CLAIM	.48 130.00 25.68 130.00	

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0014731	ECS							
08-3040	005239		01	01/20/2009	110-5030-421.20-07	CHECKS/BANKING FEE	25.80	
08-3040	005240		01	01/20/2009	110-6040-431.20-07	CHECKS/BANKING FEE	49.68	
08-3040	005241		01	01/20/2009	510-6050-501.20-07	CHECKS/BANKING FEE	3.24	
08-3040	005242		01	01/20/2009	510-6055-502.20-07	CHECKS/BANKING FEE	15.12	
VENDOR TOTAL *							380.00	
0017385	EDEN BROTHERS							
200600399	004921		01	01/20/2009	510-6052-501.30-52	LEAK LOCATION SVCS	895.00	
200600400	004922		01	01/20/2009	510-6052-501.30-52	LEAK LOCATION SVCS	395.00	
200600402	004923		01	01/20/2009	510-6052-501.30-52	LEAK LOCATION SVCS	395.00	
VENDOR TOTAL *							1,685.00	
0001579	ELMHURST CITY CENTRE							
12/21/08	004994		01	01/20/2009	110-0094-454.60-98	WINDY CITY GUIDE AD CO-OP	158.00	
12/22/08	005410		01	01/20/2009	110-0094-454.60-45	CHICAGO PARENT AD	175.00	
12/22/08	005411		01	01/20/2009	110-0094-454.60-45	WEST SUBURBAN LIVING AD	185.00	
12/26/08	005412		01	01/20/2009	110-0094-454.60-45	TRIBUNE HOLIDAY AD	175.00	
12/26/08	005413		01	01/20/2009	110-0094-454.60-45	ELMHURST PRESS HOLIDAY AD	250.00	
VENDOR TOTAL *							943.00	
0014621	ELMHURST CLAIMS ACCOUNT - CLAIM SVC.							
7504366944	004795		01	01/20/2009	110-4020-422.20-07	SELF INSURED LOSS FUND	416.01	
7504366944	005067		01	01/20/2009	110-4020-422.20-07	SELF INSURED LOSS FUND	891.00	
7504366944	005071		01	01/20/2009	110-4020-422.20-07	SELF INSURED LOSS FUND	462.00	
7504366944	004796		01	01/20/2009	110-5030-421.20-07	SELF INSURED LOSS FUND	2,125.85	
7504366944	005068		01	01/20/2009	110-5030-421.20-07	SELF INSURED LOSS FUND	411.30	
7504366944	004797		01	01/20/2009	110-6040-431.20-07	SELF INSURED LOSS FUND	642.03	
7504366944	005069		01	01/20/2009	110-6040-431.20-07	SELF INSURED LOSS FUND	8,959.24	
7504366944	004798		01	01/20/2009	510-6050-501.20-07	SELF INSURED LOSS FUND	995.47	
7504366944	005070		01	01/20/2009	510-6050-501.20-07	SELF INSURED LOSS FUND	1,369.50	
VENDOR TOTAL *							16,272.40	
0014698	ELMHURST CLAIMS ACCT (ALTERNATIVE)							
7504366944	005259		01	01/20/2009	110-0082-416.60-02	SELF INSURED LOSS FUND	1,343.12	
VENDOR TOTAL *							1,343.12	
0015836	ELMHURST INDEPENDENT - ROCK VALLEY							
686014	004990		01	01/20/2009	110-3015-414.30-54	09 P-02 COURT REPORTER	101.25	
686015	004991		01	01/20/2009	110-3015-414.30-54	09 P-01 COURT REPORTER	204.75	
VENDOR TOTAL *							306.00	
0010298	ELMHURST LINCOLN MERCURY							
433496	004837		01	01/20/2009	110-6047-512.50-16	TRK/PARTS F-13	22.50	
433313	004838		01	01/20/2009	110-6047-512.50-16	TRK/PARTS F-3	106.99	
433338	004839		01	01/20/2009	110-6047-512.50-16	TRK/PARTS PD-12, PD-7	59.44	
433503	004840		01	01/20/2009	110-6047-512.50-16	TRK/PARTS PD-15	80.06	
433309	004841		01	01/20/2009	110-6047-512.50-16	BODY PART REPAIR	341.20	
433372	004842		01	01/20/2009	110-6047-512.50-16	SEAT CUSHIONS	97.13	

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0010298	ELMHURST LINCOLN MERCURY							
433382	004843	01		01/20/2009	110-6047-512.50-16	STOCK	42.60	
C75822	004844	01		01/20/2009	110-6047-512.50-02	TRK/PARTS PD-1,PD-2	99.95	
433742	005159	01		01/20/2009	110-6047-512.50-16	TRK/PARTS PD-17	555.00	
433618	005177	01		01/20/2009	110-6047-512.50-16	TRK/PARTS :PW113	38.05	
						VENDOR TOTAL *	1,442.92	
0013722	ELMHURST MEMORIAL OCCUP CHICAGO							
49710	004805	01		01/20/2009	110-2007-413.30-47	DRUG SCREEN/PHYSICAL	430.00	
49672	004995	01		01/20/2009	110-2007-413.30-47	FLU SHOTS	22.00	
49893	004996	01		01/20/2009	110-2007-413.30-47	DRUG/ALCOHOL TESTS	170.00	
						VENDOR TOTAL *	622.00	
0017007	FACILITY SOLUTIONS GROUP							
1612185-00	005103	01		01/20/2009	110-6044-435.40-26	LAMPS	160.93	
1612185-01	005183	01		01/20/2009	110-6044-435.40-26	LAMPS	172.07	
1612185-00	005105	01		01/20/2009	110-6046-418.50-01	LAMPS	106.82	
						VENDOR TOTAL *	439.82	
0013212	FEDEX							
9-028-33975	005205	01		01/20/2009	110-7060-451.30-49	SHIPPING FEES	45.17	
						VENDOR TOTAL *	45.17	
0012480	FELLER & SONS INC							
3198121	005292	01		01/20/2009	110-2008-413.40-73	INK CARTRIDGES	1,135.03	
						VENDOR TOTAL *	1,135.03	
0008168	FEZE ROOFING							
060508	004624	01		07/24/2008	110-6046-418.80-23	ROOF REPLACEMENT	CHECK #: 118459	1,525.00-
						VENDOR TOTAL *	.00	1,525.00-
0000685	FIFTH THIRD BANK							
1/6/09	005246	01		01/09/2009	320-0090-462.90-85	LINE OF CREDIT PAYMENT	CHECK #: 122612	25,000.00
						VENDOR TOTAL *	.00	25,000.00
0015916	FIFTH THIRD BANK - PROCUREMENT CARD							
12-15-08	004684	01		12/29/2008	110-2007-413.40-16	THE MARPA GROUP INC	CHECK #: 122304	38.02
12-15-08	004685	01		12/29/2008	110-2007-413.60-11	NATIONAL EMPLYMT LAW I	CHECK #: 122304	249.00
12-15-08	004687	01		12/29/2008	110-2008-413.40-73	WALGREENS #3015 Q03	CHECK #: 122304	16.10
12-15-08	004686	01		12/29/2008	110-5030-421.60-27	EBAY INC.	CHECK #: 122304	39.80
12-15-08	004688	01		12/29/2008	110-5030-421.60-27	EBAY INC.	CHECK #: 122304	250.00
						VENDOR TOTAL *	.00	592.92
0006925	FIRE ENGINEERING GROUP 729							
	005024	01		01/20/2009	110-4020-422.60-51	SUBSCRIPTION RENEWAL	89.85	
						VENDOR TOTAL *	89.85	
0017663	FIRE SAFETY CONSULTANTS, INC							
2008-6046	005117	01		01/20/2009	110-4020-422.30-98	CONSULTING SVCS	1,000.00	

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0017663	FIRE SAFETY CONSULTANTS, INC							
						VENDOR TOTAL *	1,000.00	
0017101	FIRE SERVICE, INC							
29649	005176	01		01/20/2009	110-6047-512.50-16	TRK/PARTS F-2	226.52	
						VENDOR TOTAL *	226.52	
0005438	FLEET SAFETY SUPPLY							
46402	004832	01		01/20/2009	110-5030-421.40-31	TRK/PARTS PD-17	130.36	
46404	004833	01		01/20/2009	110-5030-421.40-98	FOAM/FELT	31.46	
46409	004834	01		01/20/2009	110-5030-421.80-06	SET UP NEW VEHICLE/PD-17	115.25	
46432	004835	01		01/20/2009	110-6040-431.80-06	SET UP NEW VEHICLE/E-2	399.19	
46455	004836	01		01/20/2009	110-6040-431.80-06	SET UP NEW VEHICLE/E-2	10.01	
46566	004978	01		01/20/2009	110-6047-512.50-16	PARTS & SUPPLIES	237.26	
						VENDOR TOTAL *	923.53	
0000220	FLESCH CO INC, GORDON							
0GS602	005037	01		01/20/2009	110-5030-421.30-21	COPIER FEES	124.11	
						VENDOR TOTAL *	124.11	
0003165	FLEXIBLE							
2546	004980	01		01/20/2009	110-6041-432.40-52	SIGNS/POSTS/PAINT	491.50	
						VENDOR TOTAL *	491.50	
0017666	FLIGHT 112							
01/07/2009	005221	01		01/20/2009	310-0089-461.60-18	RETAIL BUSINESS DISTRICT	10,000.00	
						VENDOR TOTAL *	10,000.00	
0016266	GATEHOUSE MEDIA SUBURBAN NEWSPAPERS							
88888-115866	004907	01		01/20/2009	510-6050-501.60-11	SUBSCRIPTION	35.00	
						VENDOR TOTAL *	35.00	
0017667	GLITCH GALLERY							
01/07/2009	005220	01		01/20/2009	310-0089-461.60-18	RETAIL BUSINESS DISTRICT	10,000.00	
						VENDOR TOTAL *	10,000.00	
0011686	GRAND AUTO PARTS							
130056	004952	01		01/20/2009	110-6042-433.50-16	TRK/PARTS PW169	106.16	
130229	004953	01		01/20/2009	110-6042-433.50-16	HEADLAMP	51.00	
130571	005170	01		01/20/2009	110-6042-433.50-16	BROOMS	2.75	
130234	004948	01		01/20/2009	110-6047-512.50-16	THERMOSTAT/PD-27	13.06	
129617	004949	01		01/20/2009	110-6047-512.50-16	THERMOSTAT/PD-45	17.93	
129618	004950	01		01/20/2009	110-6047-512.50-16	TRK/PARTS PD-20	36.76	
130233	004951	01		01/20/2009	110-6047-512.50-16	TRK/PARTS PW6	3.99	
130013	004954	01		01/20/2009	110-6047-512.50-16	HEADLAMP	29.10	
129890	004955	01		01/20/2009	110-6047-512.50-16	STOCK	21.54	
129891	004956	01		01/20/2009	110-6047-512.50-16	STOCK	32.48	
130777	005167	01		01/20/2009	110-6047-512.50-16	TRK/PARTS PW95	20.26	
130676	005168	01		01/20/2009	110-6047-512.50-16	AUTO/PARTS E-29	465.00	

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0011686 130817	GRAND AUTO PARTS 005169		01	01/20/2009	110-6047-512.50-16	TRK/PARTS PW95	66.00	
						VENDOR TOTAL *	866.03	
0000247 938614103 938873617	GRAYBAR 004908 005130		01	01/20/2009	510-6057-502.50-10	RADIO TELEMETRY PROJECT	25.62	
			01	01/20/2009	510-6057-502.40-98	LABEL MAKER TAPE	72.70	
						VENDOR TOTAL *	98.32	
0000254 5930290 6047807	HACH CO 004919 005132		01	01/20/2009	510-6052-501.40-31	WATER ANALYSIS	595.95	
			01	01/20/2009	510-6057-502.40-25	LAB SUPPLIES	88.82	
						VENDOR TOTAL *	684.77	
0000255 FEB 09	HAHN & ASSOCS, LTD 005035		01	01/20/2009	110-5030-421.30-48	MONTHLY SERVICES	4,203.04	
						VENDOR TOTAL *	4,203.04	
0015904 8056905 8249055 8308642	HD SUPPLY WATERWORKS, LTD 004924 005015 005016		01	01/20/2009	510-6052-501.40-98	B-BOX REPAIR	157.50	
			01	01/20/2009	510-6052-501.40-51	SERVICE LINES	195.00	
			01	01/20/2009	510-6052-501.40-51	SERVICE LINES CREDIT	195.00	
						VENDOR TOTAL *	157.50	
0016432 H02-3445-SDH-40005270	HELM & WAGNER 005035		01	01/20/2009	310-0089-461.30-52	PAYMENT CORRECTION	5.97	
						VENDOR TOTAL *	5.97	
0000129 11120842 11120840	HERITAGE CRYSTAL CLEAN, LLC 005175 004910		01	01/20/2009	110-6047-512.40-98	PARTS WASHER	161.15	
			01	01/20/2009	510-6057-502.40-34	PARTS WASHER	175.75	
						VENDOR TOTAL *	336.90	
0012629 41-38145-PL-006005404	HNTB-GREAT LAKES DIV 006005404		01	01/20/2009	110-3015-414.60-10	PROFESSIONAL SVCS	5,382.52	
						VENDOR TOTAL *	5,382.52	
0006864 401,1271	HOME DEPOT 1919-NORTHLAKE 005329		01	01/20/2009	110-7060-451.50-01	SUPPLIES	6.94	
						VENDOR TOTAL *	6.94	
0012341 012135/4022327 030878/6050502	HOME DEPOT 1982-OAKBROOK TERR 005172 004999		01	01/20/2009	110-6041-432.40-98	CONCRETE/4X4'S	40.84	
			01	01/20/2009	110-6046-418.40-98	CALC CLORIDE TANK REPAIR	36.05	
						VENDOR TOTAL *	76.89	
0000280 5616	HURLEY CO, CLAUDE H 005403		01	01/20/2009	382-0000-463.80-28	PROFESSIONAL ENG SVCS	976.00	
						VENDOR TOTAL *	976.00	
0007329	IKON OFFICE SOLUTIONS							

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INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM		CHECK		HAND-ISSUED
NO	NO	NO		DATE	NO	DESCRIPTION		AMOUNT		AMOUNT
0007329	IKON OFFICE SOLUTIONS									
5010175144	004887		01	01/20/2009	110-1001-411.30-21	COPIER MAINT		616.63		
5010188326	004878		01	01/20/2009	110-2006-413.30-21	COPIER MAINT		272.81		
5010188326	004881		01	01/20/2009	110-2007-413.30-21	COPIER MAINT		264.78		
5010175144	004888		01	01/20/2009	110-2007-413.30-21	COPIER MAINT		616.63		
5010188326	004882		01	01/20/2009	110-3015-414.30-21	COPIER MAINT		264.78		
5010115902	004813		01	01/20/2009	110-5030-421.30-21	COPIER MAINT		300.88		
5010176268	004886		01	01/20/2009	110-5030-421.30-21	COPIER MAINT		469.50		
5010176268	004885		01	01/20/2009	110-6040-431.30-21	COPIER MAINT		204.98		
5010175144	004889		01	01/20/2009	110-6040-431.30-21	COPIER MAINT		635.33		
						VENDOR TOTAL *		3,646.32		
0013190	IL ENVIRONMENTAL PROT - SPRINGFIELD									
043035AFP	005115		01	01/20/2009	110-6040-431.30-26	ANNUAL FEE		200.00		
						VENDOR TOTAL *		200.00		
0011155	ILPWDA									
12/27/2008	005114		01	01/20/2009	110-5030-421.60-37	MEMBERSHIP		30.00		
						VENDOR TOTAL *		30.00		
0015044	INDUSTRIAL STEEL SERVICE CENTER INC									
16639	004831		01	01/20/2009	110-6042-433.50-16	CURB SHOES STEEL		270.00		
						VENDOR TOTAL *		270.00		
0013660	INFOTRACK INFORMATION SERVICES, INC									
30503	005343		01	01/20/2009	110-1001-411.30-52	BACKGROUND CHECK		76.00		
						VENDOR TOTAL *		76.00		
0005563	INLAND POWER GROUP									
5364993-00	004830		01	01/20/2009	110-6047-512.50-16	TRK/PARTS F-1		256.13		
						VENDOR TOTAL *		256.13		
0015501	INNERFORM CORP									
2660	005001		01	01/20/2009	110-6046-418.50-01	RESTROOM PARTITION REPAIR		150.00		
						VENDOR TOTAL *		150.00		
0010731	INTERSTATE BATTERY SYSTEM OF									
130048082	004973		01	01/20/2009	110-6047-512.50-16	PARTS & SUPPLIES		439.75		
54613	005174		01	01/20/2009	110-6047-512.50-16	TRK/PARTS PW166		261.90		
						VENDOR TOTAL *		701.65		
0006372	INTL ASSN FOR PROPERTY & EVIDENCE									
60050	005047		01	01/20/2009	110-5030-421.60-37	2009 MEMBERSHIP DUES		50.00		
						VENDOR TOTAL *		50.00		
0007239	IPELRA									
12/1/08	004998		01	01/20/2009	110-2007-413.30-52	TRAINING REGISTRATION		95.00		
						VENDOR TOTAL *		95.00		
0013853	JABLONSKI, JOSEPH									

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0013853 206	JABLONSKI, JOSEPH 005031		01	01/20/2009	110-6043-434.40-61	TREE PLANTING REIMBURSEM	200.00	
						VENDOR TOTAL *	200.00	
0000314 301573 302857 302863 302861	KALE UNIFORMS 004812 005040 005041 005042		01	01/20/2009	110-5030-421.40-11	UNIFORM SUPPLIES	201.00	
			01	01/20/2009	110-5030-421.40-11	UNIFORMS	67.50	
			01	01/20/2009	110-5030-421.40-33	UNIFORMS	74.90	
			01	01/20/2009	110-5030-421.40-11	UNIFORMS	135.00	
						VENDOR TOTAL *	478.40	
0014725 007690632	KELLER & ASSOCS, INC, J J 005157		01	01/20/2009	110-6047-512.50-02	SAFETY MANUAL	583.23	
						VENDOR TOTAL *	583.23	
0011896 919751 919486	KIMBALL MIDWEST 005147 005173		01	01/20/2009	110-6042-433.50-16	SNO-GO HARDWARE	364.01	
			01	01/20/2009	110-6047-512.50-16	LINCH PINS/STOCK	42.66	
						VENDOR TOTAL *	406.67	
0015276 3253 3252	KING, DAVID & ASSOCS, INC 004969 004970		01	01/20/2009	110-6046-418.60-69	MGMNT FEE	1,000.00	
			01	01/20/2009	310-0089-461.30-52	MGMNT FEE	1,000.00	
						VENDOR TOTAL *	2,000.00	
0017668 24581	KOEHN, JASON/EMILY 005200		01	01/20/2009	110-0000-316.00-00	TRANSFER STAMP REFUND	720.00	
						VENDOR TOTAL *	720.00	
0000331 45000-034 58010M 58010M 58010M 58010M 58010M 58010M 58010M 58010M	KUBIESA, SPIROFF, GOSSELAR, 005196 005394 005395 005396 005397 005398 005401 005400 005399		01	01/20/2009	110-0081-415.30-36	PROFESSIONAL SVCS	183.34	
			01	01/20/2009	110-0081-415.30-16	PROFESSIONAL SVCS	136.00	
			01	01/20/2009	110-0081-415.30-19	PROFESSIONAL SVCS	6,464.00	
			01	01/20/2009	110-0081-415.30-44	PROFESSIONAL SVCS	260.33	
			01	01/20/2009	110-0081-415.30-45	PROFESSIONAL SVCS	5,134.00	
			01	01/20/2009	110-0081-415.30-36	PROFESSIONAL SVCS	10,930.50	
			01	01/20/2009	110-1003-412.30-36	PROFESSIONAL SVCS	289.00	
			01	01/20/2009	310-0089-461.30-52	PROFESSIONAL SVCS	17,940.00	
			01	01/20/2009	325-0092-465.30-52	PROFESSIONAL SVCS	609.50	
						VENDOR TOTAL *	41,946.67	
0017528 0133512-IN	L-3 COM MOBILE VISION INC 005032		01	01/20/2009	110-5030-421.60-75	DUI VIDEO SYSTEM	5,011.00	
						VENDOR TOTAL *	5,011.00	
0013313 881711 881720 881880	LEACH ENTERPRISES, INC 005145 005146 005153		01	01/20/2009	110-6047-512.50-16	STOCK	16.33	
			01	01/20/2009	110-6047-512.50-16	STOCK	44.56	
			01	01/20/2009	110-6047-512.50-16	FILTERS	24.30	

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0013313	LEACH ENTERPRISES, INC							
						VENDOR TOTAL *	85.19	
0012723	LEXISNEXIS							
1038740-2008123005039			01	01/20/2009	110-5030-421.30-98	MONTHLY SERVICE	525.00	
						VENDOR TOTAL *	525.00	
0011081	LINDCO EQPT SALES							
20081725-P	004937		01	01/20/2009	110-6042-433.50-16	MOLDBOARD/PW38	2,345.80	
20081785-P	005160		01	01/20/2009	110-6042-433.50-16	CUTTING EDGE	684.55	
20081831-P	005161		01	01/20/2009	110-6042-433.50-16	TRK/PARTS PW75,PW69	922.64	
						VENDOR TOTAL *	3,952.99	
0007419	LORUSSO, PATTY							
12/08-12/31/08	005208		01	01/20/2009	110-1001-411.30-54	PETTY CASH REIMBURSEMENT	18.49	
12/08-12/31/08	005209		01	01/20/2009	110-1001-411.40-98	PETTY CASH REIMBURSEMENT	16.17	
12/08-12/31/08	005210		01	01/20/2009	110-1001-411.60-11	PETTY CASH REIMBURSEMENT	20.90	
12/08-12/31/08	005211		01	01/20/2009	110-4020-422.60-11	PETTY CASH REIMBURSEMENT	15.00	
12/08-12/31/08	005212		01	01/20/2009	110-4020-422.60-68	PETTY CASH REIMBURSEMENT	33.52	
12/08-12/31/08	005213		01	01/20/2009	110-4025-424.40-98	PETTY CASH REIMBURSEMENT	4.29	
12/08-12/31/08	005214		01	01/20/2009	110-4025-424.60-11	PETTY CASH REIMBURSEMENT	50.00	
12/08-12/31/08	005215		01	01/20/2009	110-5030-421.60-11	PETTY CASH REIMBURSEMENT	14.69	
12/08-12/31/08	005216		01	01/20/2009	110-6041-432.40-98	PETTY CASH REIMBURSEMENT	7.10	
12/08-12/31/08	005217		01	01/20/2009	110-6047-512.50-16	PETTY CASH REIMBURSEMENT	2.00	
12/08-12/31/08	005218		01	01/20/2009	510-6050-501.60-11	PETTY CASH REIMBURSEMENT	25.00	
12/08-12/31/08	005219		01	01/20/2009	510-6057-502.40-98	PETTY CASH REIMBURSEMENT	3.21	
						VENDOR TOTAL *	210.37	
0000617	M & M REPORTING, INC							
43392	004992		01	01/20/2009	110-3015-414.30-13	08P-16 COURT REPORTING	2,026.00	
						VENDOR TOTAL *	2,026.00	
0000352	MAGID GLOVE							
55198	005267		01	01/20/2009	510-6052-501.40-98	GLOVES	110.71	
						VENDOR TOTAL *	110.71	
0017232	MCHUGH CONST, JAMES							
450	004816		01	01/20/2009	382-0000-463.80-35	FIRE STATION CONTRUCTION	369,745.26	
						VENDOR TOTAL *	369,745.26	
0002941	MCMMASTER-CARR SUPPLY CO							
17675390	004829		01	01/20/2009	110-6042-433.50-16	PLOW WHEELS	237.79	
17568639	005005		01	01/20/2009	110-6046-418.50-01	DOOR STOPS	46.91	
14884132	005144		01	01/20/2009	110-6047-512.50-16	STOCK	65.33	
18325309	005123		01	01/20/2009	510-6057-502.40-25	FOAM TESTING PROJECT	46.37	
						VENDOR TOTAL *	396.40	
0007591	MENARDS - HILLSIDE							
56046	005337		01	01/20/2009	110-6046-418.50-01	PUMP INSTALL	21.76	

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0007591 57032	MENARDS - HILLSIDE 005338		01	01/20/2009	510-6051-501.50-01	FENCE REPAIR	12.86	
						VENDOR TOTAL *	34.62	
0012075 43026	MENARDS-GLENDALE HEIGHTS 005083		01	01/20/2009	510-6052-501.40-98	SIDE BOARDS	86.16	
						VENDOR TOTAL *	86.16	
0006865 236-16934	METAL EXPRESS 004828		01	01/20/2009	110-6047-512.50-16	FREIGHT	14.65	
						VENDOR TOTAL *	14.65	
0010858 2552150	METEORLOGIX 005116		01	01/20/2009	110-4022-423.30-12	WEATHER MONITORING SVC	417.00	
						VENDOR TOTAL *	417.00	
0009371 1880989 1872805 1872805 1880941	MICRO CENTER A/R 005278 005414 005415 005416		01	01/20/2009	110-2008-413.40-72	MOUSE/DRIVES/CARD READER	45.93	
			01	01/20/2009	110-2008-413.40-72	HARD DRIVE/SD CARD	145.98	
			01	01/20/2009	110-5030-421.40-31	LAPTOP	1,519.96	
			01	01/20/2009	110-5030-421.40-31	RETURNED MERCHANDISE	29.99	
						VENDOR TOTAL *	1,681.88	
0004354 11150	MID-STATES ORGANIZED CRIME 005207		01	01/20/2009	110-5030-421.60-37	MEMBERSHIP	250.00	
						VENDOR TOTAL *	250.00	
0008503 689883 689569 690150 690055 689882	MIDWAY TRUCK PARTS 005142 004827 004976 005014 005143		01	01/20/2009	110-6042-433.50-16	PW-25 & 76 LIGHTS	5.60	
			01	01/20/2009	110-6047-512.50-16	SEAL CLAMPS	16.44	
			01	01/20/2009	110-6047-512.50-16	PARTS & SUPPLIES	34.12	
			01	01/20/2009	110-6047-512.50-16	PARTS & SUPPLIES	54.18	
			01	01/20/2009	110-6047-512.50-16	STOCK WIRE	22.56	
						VENDOR TOTAL *	132.90	
0007257 IL10-380651	MOTION INDUSTRIES, INC 004826		01	01/20/2009	110-6042-433.50-16	TRK/PARTS PW141/STOCK	46.90	
						VENDOR TOTAL *	46.90	
0000378 89706465 89722799	MOTOROLA COLLECTION CTR DR 004824 004825		01	01/20/2009	110-5030-421.40-31	MICROPHONE/PD-3,8	112.48	
			01	01/20/2009	110-5030-421.40-41	PORTABLE RADIOS	122.82	
						VENDOR TOTAL *	235.30	
0011645 00075722_SNV	MUNICIPAL EMERGENCY SERVICES 004806		01	01/20/2009	110-4020-422.40-62	HELMET SHELLS	280.20	
						VENDOR TOTAL *	280.20	
0017664	MY CAR WASH							

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0017664 051982	MY CAR WASH 005033		01	01/20/2009	110-6047-512.50-16	CAR WASHES	110.00	
						VENDOR TOTAL *	110.00	
0014420 230661 230687	NAPA AUTO PARTS 005181 005182		01	01/20/2009	110-6047-512.50-16	PW-81	169.46	
			01	01/20/2009	110-6047-512.50-16	PW-81 RETURNED MERCHAND.	131.27	
						VENDOR TOTAL *	38.19	
0011644 N203135	NEPTUNE TECHNOLOGY GROUP INC 004972		01	01/20/2009	510-6052-501.40-68	RADIO READ DEVICES	61,500.00	
						VENDOR TOTAL *	61,500.00	
0012229 16870266	NEWARK 005124		01	01/20/2009	510-6057-502.50-08	2" PUMP CONTROL REPAIR	144.44	
						VENDOR TOTAL *	144.44	
0005845 02-25-68-0000 75-23-24-0000 53-33-68-0000	NICOR GAS 0005378 4005379 7005072		01	01/20/2009	110-6046-418.30-29	MONTHLY GAS	805.67	
			01	01/20/2009	510-6056-502.30-29	MONTHLY GAS	143.66	
			01	01/20/2009	510-6057-502.30-29	MONTHLY GAS	10,640.96	
						VENDOR TOTAL *	11,590.29	
0016554 JAN 2009 JAN 2009	NORTHWESTERN GROUP MARKETING 005222 005223 005224 005225 005226 005227 005228 005229 005230 005231 005232 005233 005234		01	01/20/2009	110-1001-411.20-04	HEALTH INS	36.36	
			01	01/20/2009	110-2006-413.20-04	HEALTH INS	234.23	
			01	01/20/2009	110-2007-413.20-04	HEALTH INS	38.66	
			01	01/20/2009	110-3015-414.20-04	HEALTH INS	43.90	
			01	01/20/2009	110-4020-422.20-04	HEALTH INS	831.12	
			01	01/20/2009	110-4025-424.20-04	HEALTH INS	94.68	
			01	01/20/2009	110-5030-421.20-04	HEALTH INS	1,232.76	
			01	01/20/2009	110-6040-431.20-04	HEALTH INS	341.36	
			01	01/20/2009	110-7060-451.20-04	HEALTH INS	58.31	
			01	01/20/2009	210-8070-452.20-04	HEALTH INS	226.37	
			01	01/20/2009	510-6050-501.20-04	HEALTH INS	41.28	
			01	01/20/2009	510-6055-502.20-04	HEALTH INS	65.52	
			01	01/20/2009	530-0088-503.20-04	HEALTH INS	31.45	
						VENDOR TOTAL *	3,276.00	
0016932 22874 22841	O'HARE AUTO BODY LTD 004936 005162		01	01/20/2009	110-6047-512.50-02	TRK/PARTS PD-21	1,070.11	
			01	01/20/2009	110-6047-512.50-02	ACCIDENT REPAIR/PD-48	1,506.67	
						VENDOR TOTAL *	2,576.78	
0008640 456494589-001	OFFICE DEPOT 004979		01	01/20/2009	110-2006-413.40-33	OFFICE SUPPLIES	18.00	
						VENDOR TOTAL *	18.00	
0017662	PANZARINO, JOSEPH							

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0004402	REGIONAL TRUCK EQPT CO						
156234	004789	01	01/20/2009	110-6042-433.50-16	TRK/PARTS PW119,PW44	579.27	
156371	004932	01	01/20/2009	110-6042-433.50-16	TRK/PARTS PW108	418.86	
156373	004933	01	01/20/2009	110-6042-433.50-16	TRK/PARTS PW39,PW71	400.38	
156374	004934	01	01/20/2009	110-6042-433.50-16	TRK/PARTS PW113,PW119	255.36	
156236	004935	01	01/20/2009	110-6042-433.50-16	TRK/PARTS PW86	346.06	
					VENDOR TOTAL *	1,999.93	
0006074	RESOURCE UTILITY SUPPLY CO						
060145	005023	01	01/20/2009	510-6052-501.40-31	MANHOLE COVERS	3,825.00	
					VENDOR TOTAL *	3,825.00	
0005687	ROESCH CHEVROLET, LARRY						
568377	004960	01	01/20/2009	110-6047-512.50-16	TRK/PARTS PD-45	14.59	
					VENDOR TOTAL *	14.59	
0000470	ROYAL PIPE & SUPPLY CO						
S1287806.001	005002	01	01/20/2009	110-6046-418.50-01	REPL SUMP PUMP	367.50	
					VENDOR TOTAL *	367.50	
0016460	RUBBER-INC						
471388	005140	01	01/20/2009	110-6047-512.50-20	TIRE MOUNTING SUPPLIES	176.53	
					VENDOR TOTAL *	176.53	
0006411	RUSSO'S POWER EQPT						
393030	004962	01	01/20/2009	110-6042-433.50-16	TRK/PARTS PW99	10.56	
398189	005156	01	01/20/2009	110-6043-434.40-53	HANDHELD BLOWER	169.99	
390497	004961	01	01/20/2009	110-6047-512.50-16	TRK/PARTS PW99	60.47	
					VENDOR TOTAL *	241.02	
0001751	S & S INDUSTRIAL SUPPLY						
2951747 RI	004931	01	01/20/2009	110-6047-512.50-16	SUPPLIES	84.84	
					VENDOR TOTAL *	84.84	
0017608	SCREENVISION DIRECT						
N-00141672	004968	01	01/20/2009	110-3015-414.60-45	JAN 2009 SERVICE	1,516.64	
					VENDOR TOTAL *	1,516.64	
0010169	SEAWAY SUPPLY						
57924	005084	01	01/20/2009	110-6046-418.40-24	SUPPLIES	367.50	
					VENDOR TOTAL *	367.50	
0000481	SERVICE SPRING						
96869	005163	01	01/20/2009	110-6047-512.50-02	TRK/PARTS PW14	1,432.52	
96905	005164	01	01/20/2009	110-6047-512.50-02	BRAKES/PW19	899.84	
96888	005165	01	01/20/2009	110-6047-512.50-02	SPRINGS/PW6	781.55	
					VENDOR TOTAL *	3,113.91	
0015840	SORICE, LYNN/MARTY						

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0015840 522 S. REX	SORICE, LYNN/MARTY 005348		01	01/20/2009	510-6056-502.30-90	SEWER LINE REIMBURSEMENT	1,750.00	
VENDOR TOTAL *							1,750.00	
0005345 SA000012207	STANARD & ASSOCIATES, INC. 004997		01	01/20/2009	110-1003-412.30-52	SGT PROMOTIONAL EXAM	2,450.00	
VENDOR TOTAL *							2,450.00	
0000740 C43220 C43188 C43189 C43185 C43221 C43224 C43225 C43266 C43294 C43293	STANDARD EQPT CO 004781 004782 004783 004784 004785 004786 004787 004788 005138 005139		01	01/20/2009	110-6042-433.50-16	SNOW BRUSHES/PW76 SNOW BROOMS/PW99A,PW99B, BROOM/PW141 OUTSIDE MIRRORS SNOW BRUSHES/PW118,PW25 TRK/PARTS PW25 BROOM PARTS BROOM FRAME PW-76 REPLACEMENT BROOM PW-118 REPLACEMENT BROOM	383.26 243.90 243.90 326.82 383.26 663.68 369.75 819.26 383.26 383.26	
VENDOR TOTAL *							4,200.35	
0014635 CH-489331 CH-496547	STANLEY SECURITY SOLUTIONS, INC 005003 005110		01	01/20/2009	110-4020-422.50-01 110-6046-418.50-01	DOOR REPAIR TRAINING TWR CORE/KEYS	40.04 50.14	
VENDOR TOTAL *							90.18	
0002499 12/23/2008	STATES ATTORNEYS APPELLATE 004814		01	01/20/2009	110-5030-421.40-33	COMPLAINT BOOK/CD ROMS	130.00	
VENDOR TOTAL *							130.00	
0006770 0000100492	STI-CO INDUSTRIES INC 004780		01	01/20/2009	110-4020-422.40-41	ANTENNAS	101.27	
VENDOR TOTAL *							101.27	
0008228 93081	SUBURBAN LABORATORIES INC 004909		01	01/20/2009	510-6057-502.30-33	LAB TESTING	852.00	
VENDOR TOTAL *							852.00	
0017669 1/17/09	SUBURBAN LAW ENFORCEMENT ADMIN PROF 005247		01	01/09/2009	110-5030-421.60-11	MEETING REGISTRATIONS	CHECK #: 122613	16.00
VENDOR TOTAL *							.00	16.00
0007885 3218 3218	SUBURBAN LIFE PUBLICATIONS 005341 005342		01	01/20/2009	110-6040-431.30-54 510-6050-501.30-54	LEGAL NOTICE LEGAL NOTICE	120.20 120.20	
VENDOR TOTAL *							240.40	
0000523 41432-00	TERMINAL SUPPLY CO 004779		01	01/20/2009	110-5030-421.80-06	SET UP NEW VEHICLE/PD-17	99.47	

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0000523 41975-00 42090-01	TERMINAL SUPPLY CO 004778 004981		01 01/20/2009 01 01/20/2009	110-6047-512.50-16 110-6047-512.50-16	STOCK PARTS & SUPPLIES	157.48 16.22	
VENDOR TOTAL *						273.17	
0000525 525620 CM2814 526336	TERRACE SUPPLY CO 005190 005191 005192		01 01/20/2009 01 01/20/2009 01 01/20/2009	110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16	MIG WELDER SHIELDS MERCHANDISE RETURN MIG WELDER WIRE	107.28 92.30 51.08	
VENDOR TOTAL *						66.06	
0010931 221368-1 221458	TEXOR PETROLEUM CO 004988 004989		01 01/20/2009 01 01/20/2009	110-6047-512.40-19 110-6047-512.40-18	GASOLINE PURCHASE DIESEL PURCHASE	10,486.03 13,749.74	
VENDOR TOTAL *						24,235.77	
0010869 P05026190101 P05026190102	TIGERDIRECT.COM 005279 005281		01 01/20/2009 01 01/20/2009	110-2008-413.40-72 110-2008-413.40-72	PENTAX CADDY PENTAX PRINTER	56.67 320.00	
VENDOR TOTAL *						376.67	
0017675 12/26/2008	TIMEOUT CHICAGO 005406		01 01/20/2009	110-7060-451.60-51	SUBSCRIPTION	19.99	
VENDOR TOTAL *						19.99	
0017677 61570 61571	TOWER WORKS, INC 005417 005418		01 01/20/2009 01 01/20/2009	110-4022-423.80-23 110-4022-423.80-23	ANTENNA EQUIP SYSTEM ANTENNA EQUIP SYSTEM	13,800.00 6,180.00	
VENDOR TOTAL *						19,980.00	
0000535 12801126	TRANS UNION LLC 005038		01 01/20/2009	110-5030-421.30-98	MONTHLY SERVICE	35.00	
VENDOR TOTAL *						35.00	
0000403 6070831 6070833 6071599 6071338 6072230	TRANSCHICAGO TRUCK GROUP AND 004774 004775 004776 004777 005137		01 01/20/2009 01 01/20/2009 01 01/20/2009 01 01/20/2009 01 01/20/2009	110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16	TRK/PARTS PW51 FILTERS TRK/PARTS PW73/STOCK TRK/PARTS PW34 PW-51	24.03 72.09 100.72 110.10 68.69	
VENDOR TOTAL *						375.63	
0016865 431146	TRUGREEN CHEMLAWN 004977		01 01/20/2009	110-6042-433.40-46	SALT	1,000.00	
VENDOR TOTAL *						1,000.00	
0014954 24752	TUCHSCHERER, PAULINE/ROBERT 005121		01 01/20/2009	110-0000-316.00-00	TRANSFER STAMP REFUND	757.50	
VENDOR TOTAL *						757.50	
0015470	UNIFORMITY, INC						

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0015470	UNIFORMITY INC							
IN159711	004807		01	01/20/2009	110-4020-422.40-62	UNIFORM SUPPLIES	140.00	
IN159709	004808		01	01/20/2009	110-4020-422.40-62	UNIFORM SUPPLIES	69.60	
							VENDOR TOTAL *	209.60
0006266	UNTOUCHABLE AUTO WASH							
DEC 08	005034		01	01/20/2009	110-6047-512.50-16	CAR. WASHES	216.00	
							VENDOR TOTAL *	216.00
0017465	UPS SHIPPER 5A30E3							
00005A30E3518	004927		01	01/20/2009	110-4020-422.30-49	SHIPPING FEES	78.44	
00005A30E3518	004926		01	01/20/2009	110-5030-421.30-49	SHIPPING FEES	4.48	
00005A30E3518	004925		01	01/20/2009	110-6043-434.40-98	SHIPPING FEES	10.15	
00005A30E3518	004928		01	01/20/2009	510-6052-501.40-98	SHIPPING FEES	13.39	
							VENDOR TOTAL *	106.46
0016782	USA MOBILITY WIRELESS, INC							
R2437123L	005113		01	01/20/2009	110-5030-421.30-75	MONTHLY PAGER SVC	56.95	
							VENDOR TOTAL *	56.95
0000555	VAN SLYKE ENTERPRISES							
DEC 2008	005427		01	01/20/2009	110-3015-414.30-12	CITY PROPERTY PLANNING	1,200.00	
DEC 2008	005430		01	01/20/2009	110-3015-414.30-12	120 ROBERT PALMER DRIVE	16.67	
DEC 2008	005428		01	01/20/2009	310-0089-461.30-52	TIF I	5,341.66	
DEC 2008	005429		01	01/20/2009	325-0092-465.30-12	TIF III	75.00	
							VENDOR TOTAL *	6,633.33
0017656	VESCIO, TONI							
12/18/08	004963		01	01/05/2009	110-2007-413.60-23	EXPENSE REIMBURSEMENT	CHECK #: 122609	64.15
							VENDOR TOTAL *	.00
0014891	VILLA PARK ACE							
211857/2	005127		01	01/20/2009	510-6057-502.50-08	SLUDGE PUMP 2 GAUGE	1.79	
211860/2	005128		01	01/20/2009	510-6057-502.40-24	FOAM TEST PROJECT	22.61	
211874/2	005129		01	01/20/2009	510-6057-502.50-01	TORPEDO HEATER GAS	62.98	
							VENDOR TOTAL *	87.38
0013353	VWR INTL INC							
36880300	005131		01	01/20/2009	510-6057-502.40-25	LAB SUPPLIES	119.54	
							VENDOR TOTAL *	119.54
0015717	WENTWORTH TIRE-BENSENVILLE							
473410	004943		01	01/20/2009	110-6047-512.50-20	TIRES/PW71	186.30	
473264	004944		01	01/20/2009	110-6047-512.50-20	TIRES/PW8	427.10	
473327	004945		01	01/20/2009	110-6047-512.50-20	TIRES/PW69, PW100	110.49	
473266	004946		01	01/20/2009	110-6047-512.50-20	TIRES/PD-25	402.64	
473205	004947		01	01/20/2009	110-6047-512.50-20	TIRE DISPOSAL	33.25	
							VENDOR TOTAL *	1,159.78
0000573	WEST AUTOMOTIVE SERVICE INC							

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0000573	WEST AUTOMOTIVE SERVICE INC						
41455	004771		01 01/20/2009	110-6047-512.50-02	TRK/PARTS PD-45	748.40	
41472	004773		01 01/20/2009	110-6047-512.50-02	PLOWING DAMAGE/PW112	92.00	
					VENDOR TOTAL *	840.40	
0000576	WEST SUBURBAN OP, INC.						
2792CM	005409		01 01/20/2009	110-3015-414.40-33	RETURNED MERCHANDISE	5.95-	
80185	005195		01 01/20/2009	110-4025-424.40-33	OFFICE SUPPLIES	13.19	
79679	004811		01 01/20/2009	110-5030-421.40-33	SUPPLIES	88.13	
79951	005046		01 01/20/2009	110-5030-421.40-33	OFFICE SUPPLIES	26.65	
80230	005204		01 01/20/2009	110-5030-421.40-33	CHART PADS/NOTE PADS	60.47	
80185	005194		01 01/20/2009	110-6040-431.40-33	CALENDARS	5.19	
79991	005335		01 01/20/2009	110-6046-418.40-33	DESK PAD	9.09	
80035	005336		01 01/20/2009	110-6046-418.40-33	PLANNER REFILL	34.47	
79816	005136		01 01/20/2009	110-6047-512.50-16	PRINT CARTRIDGES	107.96	
79854	005203		01 01/20/2009	110-7060-451.40-33	FILE BOX	3.21	
2831CM	005408		01 01/20/2009	110-7060-451.40-33	RETURNED MERCHANDISE	19.35-	
					VENDOR TOTAL *	323.06	
0002838	WHOLESALE DIRECT						
000167461	005135		01 01/20/2009	110-6042-433.50-16	PLOW LIGHTS	338.48	
000167442	004941		01 01/20/2009	110-6043-434.40-98	SUPPLIES	124.91	
000167637	005265		01 01/20/2009	110-6043-434.40-98	GLOVES	47.08	
000167182	004940		01 01/20/2009	110-6047-512.50-16	CONDUCTIVE GREASE	40.95	
000167166	004942		01 01/20/2009	110-6047-512.50-16	STOCK	86.06	
000167583	005134		01 01/20/2009	110-6047-512.50-16	STOCK PLUGS	165.15	
					VENDOR TOTAL *	802.63	
0015783	WURTH USA INC						
93191412	004772		01 01/20/2009	110-6047-512.50-16	DECAL ERASERS	148.91	
					VENDOR TOTAL *	148.91	
0000582	ZENGERS INC						
1200321-1	004770		01 01/20/2009	110-6047-512.40-53	DRILL BITS	28.20	
1201189=1	005133		01 01/20/2009	110-6047-512.40-53	DRILL BITS	344.55	
					VENDOR TOTAL *	372.75	
0009183	303 TAXI						
612004	005118		01 01/20/2009	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	5,690.60	
612004	005119		01 01/20/2009	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	293.10	
					VENDOR TOTAL *	5,983.70	
					HAND ISSUED TOTAL ***		174,159.40
					TOTAL EXPENDITURES ****	1,533,216.19	174,159.40
					*****		1,707,375.59
				GRAND TOTAL			



CITY OF ELMHURST

209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759

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

January 15, 2009

To: Mayor Marcucci and Members of the City Council

Re: York & Vallette Business Association Farmers Market - 2009.

It is respectfully requested that the attached correspondence from the York/Vallette Business Association for a Farmers Market (every Wednesday) starting June 3rd through October 14th, 2009 be referred to the Public Affairs and Safety Committee for their review and recommendation.

Respectfully submitted,

Thomas P. Borchert
City Manager

TPB/ds
Attach.

Copies To All
Elected Officials

01-15-09

RE: Free Temporary Use Permit of Municipal Lot

1/12/09

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

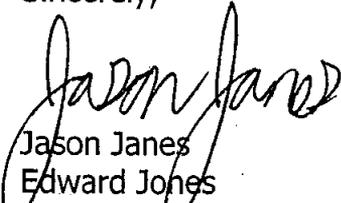
Dear Mr. Borchert:

We hereby respectfully request a Free Temporary Use Permit of the Municipal Lot, located just northeast of York and Vallette Streets in Elmhurst for a 20-week period for the York & Vallette Business Association Farmers Market. The Free Temporary Use Permit would allow the market to operate in said municipal lot from June 3 and continue through October 14, 2009, from 7 am to 1 pm each Wednesday.

If you would like a representative of the York & Vallette Business Association to appear before the city council, please let us know.

Thank you for your consideration in this matter.

Sincerely,


Jason Janes
Edward Jones
On behalf of the York & Vallette Business Association

Jason J. Janes, AAMS®
Financial Advisor

Edward Jones
MAKING SENSE OF INVESTING



115 W. Vallette Street
Elmhurst, IL 60126
Bus. 630-279-5530
jason.janes@edwardjones.com
www.edwardjones.com



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

January 12, 2009

To: Mayor Marcucci and Members of the City Council

Re: **Berkley & Adams Sanitary Lift Station Grinder Replacement**

The Public Works and Buildings Committee met on January 12, 2009 to discuss bids for the replacement of the Berkley & Adams Sanitary Lift Station grinder. The existing grinder (comminuter) has been in operation since its installation in 1964. It has had two major overhauls but is now obsolete and must be replaced.

This project will replace the existing comminuter style grinder with a channel grinder. The lift station grinder reduces the size of influent debris to reduce the chances of pump plugging and debris build up in the station wet well. The channel grinder design has easily removable cutter blades and is a fully submersible design that will operate during high flow conditions.

Bids were opened on December 9, 2008. The lowest qualified bid was higher than the amount budgeted. (Bid \$99,840 vs. budget \$83,000). The difference is \$16,840. Staff have reviewed the bids and found that two factors contributed to the higher than expected bid. The first is materials costs have increased and labor has increased.

Bids were opened on the same day for another project in the Municipal Utility Fund that was \$35,000 under budget. Staff are asking that funds be transferred to cover the difference and allow this project to proceed.

Bids were opened on December 9, 2008 and proposals were received from six contractors. The bids were;

<u>Contractor</u>	<u>Total Price (incl. option 1)</u>
Maxim Construction Volo, Illinois	\$99,840
JJ Henderson Gurnee, Illinois	\$99,900

Copies To All
Elected Officials
1-15-09

cc: P.W. and
Bldg. Comm.

Mayor JPB
Hughes Struckler
1-8-09

Mayor Marcucci and Members of the City Council
"Berkley & Adams Pump Station Sewage Grinder Replacement"

Mosele & Associates Ingleside, Illinois	\$112,000
Bowen Engineering Corp. Fishers, Indiana	\$116,000
Bullseye Construction Kewaskum, WI	\$148,000

Staff has checked the references provided by Maxim Construction Corp. and all report acceptable work.

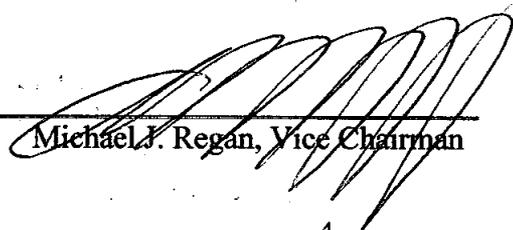
It is the recommendation of the Public Works and Buildings Committee that the low bid from Maxim Construction Corp. of Volo Illinois for \$99,840 is accepted.

Funds for this project are budgeted in the capitol expenditures budget, 510-6057-502.80-20.

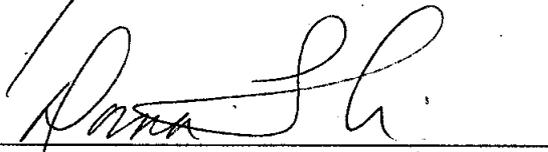
Respectfully submitted,
PUBLIC WORKS AND BUILDINGS COMMITTEE



John Gow, Chairman



Michael J. Regan, Vice Chairman



Donna Lomnicki



Pat Shea



CITY OF ELMHURST

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

TT

January 12, 2009

To: Mayor Marcucci and Members of the City Council

Re: **WWTP Aerator Diffuser Replacement Project**

The Public Works and Buildings Committee met on January 12, 2009 to discuss bids for the replacement of the wastewater treatment plant aeration tank diffusers. The current diffusers were installed in 1996-98 and have reached their operational limits and are less efficient than needed.

This project will replace the existing membrane diffusers with a ceramic style that has a proven operational efficiency in many wastewater applications. The ceramic disc retains the consistent small pore size that will provide an efficient fine bubble to the aeration tank. The fine bubble has the greater oxygen transfer efficiency and will save on electrical costs at the plant. Included with the project is a gas cleaning system that will allow staff to acid wash the ceramic while keeping the tank in service which will help limit fouling of the disc and thereby maintain the higher efficiency of the ceramic.

Staff have applied for and received approval for this project under the 'Public Sector Electric Efficiency Incentive' offered from the Illinois Department of Commerce and Economic Opportunity. The qualified grant is \$122,640 which will be reimbursed to the City after the project is completed. The amount is the expected annual savings in electrical costs to operate the aeration process.

Bids were opened on December 9, 2008 and proposals were received from six contractors. The bids were;

<u>Contractor</u>	<u>Total Price (incl. option 1)</u>
Bowen Engineering Corp. Fishers, Indiana	\$664,800
Kovilic Construction Franklin Park, Illinois	\$806,000
Dahme Mechanical Arlington Heights, Illinois	\$875,870

cc: P.W. and
Bldg. Comm.

Mayor TPB
Hughes Strickland
1-8-09

Copies To All
Elected Officials
1-15-09

Mayor Marcucci and Members of the City Council
"WWTP Aerator Diffuser Replacement Project"

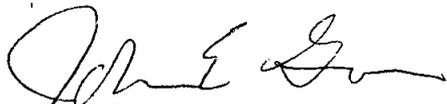
JJ Henderson Gurnee, Illinois	\$881,000
Mechanical, Inc. Mundelein, Illinois	\$898,750
Morrison Construction Hammond, Indiana	\$941,000

Staff has checked the references provided by Bowen Engineering and all report acceptable work. The City has used Bowen several times for smaller projects and found their work acceptable as well.

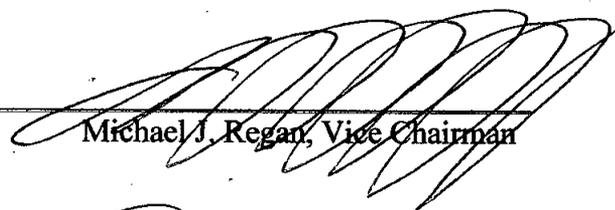
It is the recommendation of the Public Works and Buildings Committee that the low bid from Bowen Engineering Corporation of Crown Point Indiana including the optional gas cleaning system for \$664,800 is accepted.

Funds for this project are budgeted in the capitol expenditures budget, 510-6057-502.80-20. The 2008/2009 projected budget for this project is \$700,000.

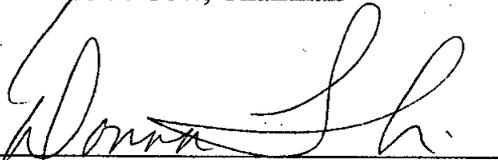
Respectfully submitted,
PUBLIC WORKS AND BUILDINGS COMMITTEE



John Gow, Chairman



Michael J. Regan, Vice Chairman



Donna Lomnicki



Pat Shea



CITY OF ELMHURST

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CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

January 12, 2009

To: Mayor Marcucci and Members of the City Council

Re: **Sanitary Sewer Private Property Protection Program**

The Public Works and Buildings Committee met on November 24, 2008 to discuss modifications to the Sanitary Sewer Private Property Protection Program. The program is intended to assist homeowners who wish to modify their home to reduce the chances of sanitary sewer backups due to surcharged conditions in the city collection system.

Sewer backups occur when the collection system is overstressed due to heavy rain, overland flooding, or sewer blockages. Sewer backups are considered a violation of the Clean Water Act, are a health hazard, and can reduce property values in the community. For those reasons the city implemented a program that will reimburse property owners provided they install a system that has the greatest chance of successfully eliminating a backup.

The committee discussed several options for modifications including allowing alternatives to a 'true' overhead sewer such as valves or flood gates, identifying a single contractor who would provide property owners with the lowest cost for the installation, and increasing the city reimbursable participation for each project. After much discussion the committee agreed to not modify any aspect of the program except the reimbursable amount a property owner is eligible for after the completion of the project. The current amount is 50% of the project cost to a maximum of \$3000. This is the same amount that has been allowed since the program began in 1997. The average cost of a typical project has increased to over \$8000. In response to that increase the committee decided to increase the reimbursable amount to 50% of the project not to exceed \$5000. Also the committee agreed that the budget amount for the program should remain at \$15,000 since the total budgeted amount has never been completely spent reimbursing residents.

It is the recommendation of the Public Works and Buildings Committee that the Sanitary Sewer Private Property Protection Program reimbursable amount be increased to 50% of the total project costs not to exceed \$5000.

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1-15-09

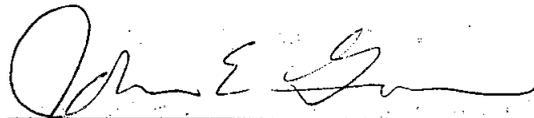
cc: P.W. and
Bldg. Comm.

Mayor TPB
Hughes Stricker
1-8-09

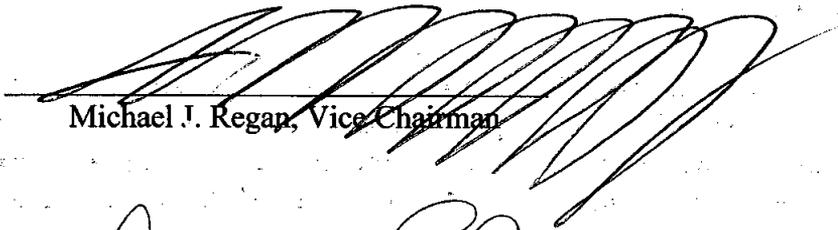
Mayor Marcucci and Members of the City Council
"Sanitary Sewer Private Property Protection Program"

Funds for this program are budgeted in the capitol expenditures budget, 510-6056-502.30.89.

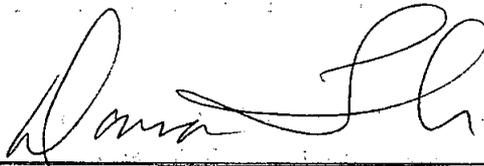
Respectfully submitted,
PUBLIC WORKS AND BUILDINGS COMMITTEE



John Gow, Chairman



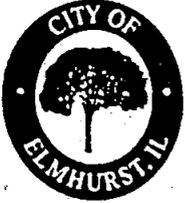
Michael J. Regan, Vice Chairman



Donna Lomnicki



Pat Shea



CITY OF ELMHURST

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

January 13, 2009

TO: Mayor Marcucci and Members of the City Council

RE: Prospect Avenue Annexation and SSA (Proposed Sewer and Water Improvements)

The Development, Planning and Zoning Committee met several times to review this issue, most recently on January 12, 2009. To prepare for this discussion, the Committee reviewed a background memorandum dated January 6, 2009 from Assistant City Attorney Spiroff, and a letter dated October 17, 2008 from City Manager Borchert to the owners of the one lot on Prospect Avenue who have not agreed to voluntarily annex.

Mr. Spiroff explained to the Committee that the area along Prospect Avenue between Butterfield and Brush Hill Roads contains 17 individual properties, all but one of which is improved with a single-family home, the remaining lot being vacant. Fourteen of the seventeen property owners were annexed in May, 2008 pursuant to an annexation agreement with the City.

Upon inquiry of, or contact with, these 3 remaining properties, the City Attorney learned that one property owner has agreed to voluntarily annex (OS 740 Prospect), one property's ownership is currently in flux due to deaths of the owner and the only immediate heir (OS 741 Prospect), making contact with an owner impossible because the heirs, if any, are unknown and one property, the owners of which, have thus far declined to voluntarily annex (OS 730 Prospect). The attached map illustrates the location of these properties.

In order to properly fund and install water and sewer services to the homes in this area, an SSA (special service area) would need to be established. Due to the location of one piece of property whose owners decline to be annexed (in the middle of the block), its inclusion would best allow the SSA to be implemented and lines installed. Annexation of the three currently unincorporated lots can only proceed if the owners agree, or if the City pursues forcible annexation of those lot(s) whose owners have not agreed to voluntarily annex. Through the efforts of the City Manager and the Attorney's office, every attempt has been made to encourage the one declining property owner to agree to annexation but to no avail.

While the Committee did not wish to seek forcible annexation of the two remaining lots, it ultimately determined that it was necessary and appropriate to do so in order to serve the interests of the larger group of Prospect Avenue homeowners who have already annexed and who wish to proceed with the SSA. The Committee directed the City Manager and City Attorney to provide a last opportunity for the

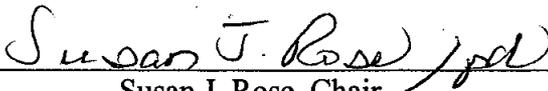
Copies To All
Elected Officials

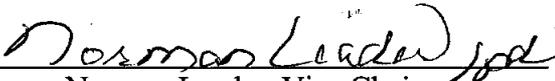
1-15-09

one declining property owner to be made aware of the deadlines and consequences related to the annexation and SSA process. It is hoped that one last effort will encourage them to agree to annexation.

Therefore it is the recommendation of the Development, Planning and Zoning Committee that the property at OS 740 Prospect be voluntarily annexed through an amendment to the existing annexation agreement, and that the same procedure be used to annex the property at OS 730 Prospect, if the owners agree, and if not, that such property, along with the one located at OS 741 Prospect, be forcibly annexed.

Respectfully submitted,
DEVELOPMENT PLANNING AND ZONING COMMITTEE


Susan J. Rose, Chair


Norman Leader, Vice Chair

Diane Gutenkauf, Alderman 1st Ward

ARBOR DR

PROSPECT AVE

06-14-410-002
1090 S Prospect Ave
(0S650 Prospect Ave)

06-14-410-003
1100 S Prospect Ave
(0S658 Prospect Ave)

06-14-410-004
1110 S Prospect Ave
(0S668 Prospect Ave)

06-14-410-005
1120 S Prospect Ave
(0S680 Prospect Ave)

06-14-410-006
1130 S Prospect Ave
(0S710 Prospect Ave)

06-14-410-007
1140 S Prospect Ave
(0S720 Prospect Ave)

**NOT INCLUDED IN
ANNEXATION**
0S730 Prospect Ave

**NOT INCLUDED IN
ANNEXATION**
0S740 Prospect Ave

06-14-410-010
1170 S Prospect Ave
(0S750 Prospect Ave)

06-14-411-003
1085 S Prospect Ave
(0S651 Prospect Ave)

06-14-411-004
1095 S Prospect Ave
(0S667 Prospect Ave)

06-14-411-005
1105 S Prospect Ave
(0S677 Prospect Ave)

06-14-411-006
1111 S Prospect Ave
(0S701 Prospect Ave)

06-14-411-007
1115 S Prospect Ave
(0S715 Prospect Ave)

06-14-411-008
1131 S Prospect Ave
(0S731 Prospect Ave)

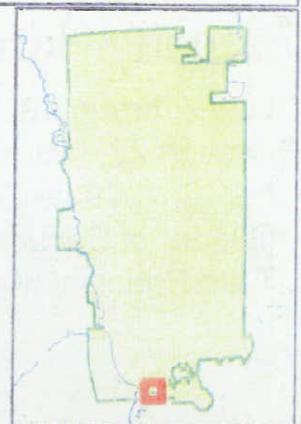
**NOT INCLUDED IN
ANNEXATION**
0S741 Prospect Ave

06-14-411-010
1155 S Prospect Ave
(0S751 Prospect Ave)

BRUSH HILL RD

Prospect Avenue Special Service Area

Lots 2 through 8, inclusive, and Lots 10 and 13, and Lots 16 through 22, inclusive, in Swanson's Parkside Subdivision, recorded May 2, 1949 as Document 567057, located in the Southeast Quarter of Section 14, Township 39 North, Range 11, East of the Third Principal Meridian in DuPage County, Illinois



ARBOR DR

PROSPECT AVE

06-14-410-002
1090 S Prospect Ave
(0S650 Prospect Ave)

06-14-410-003
1100 S Prospect Ave
(0S658 Prospect Ave)

06-14-410-004
1110 S Prospect Ave
(0S668 Prospect Ave)

06-14-410-005
1120 S Prospect Ave
(0S680 Prospect Ave)

06-14-410-006
1130 S Prospect Ave
(0S710 Prospect Ave)

06-14-410-007
1140 S Prospect Ave
(0S720 Prospect Ave)

NOT INCLUDED IN ANNEXATION
0S730 Prospect Ave

NOT INCLUDED IN ANNEXATION
0S740 Prospect Ave

06-14-410-010
1170 S Prospect Ave
(0S750 Prospect Ave)

06-14-411-003
1085 S Prospect Ave
(0S651 Prospect Ave)

06-14-411-004
1095 S Prospect Ave
(0S667 Prospect Ave)

06-14-411-005
1105 S Prospect Ave
(0S677 Prospect Ave)

06-14-411-006
1111 S Prospect Ave
(0S701 Prospect Ave)

06-14-411-007
1115 S Prospect Ave
(0S715 Prospect Ave)

06-14-411-008
1131 S Prospect Ave
(0S731 Prospect Ave)

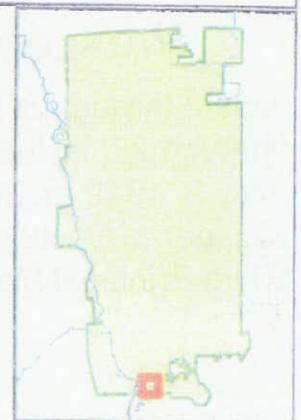
NOT INCLUDED IN ANNEXATION
0S741 Prospect Ave

06-14-411-010
1155 S Prospect Ave
(0S751 Prospect Ave)

BRUSH HILL RD

Property Hereby Annexed to the City of Elmhurst

Lots 2 through 8, inclusive, and Lots 10 and 13, and Lots 16 through 22, inclusive, in Swanson's Parkside Subdivision, recorded May 2, 1949 as Document 567057, located in the Southeast Quarter of Section 14, Township 39 North, Range 11, East of the Third Principal Meridian in DuPage County, Illinois



R-03-2009

**A RESOLUTION APPROVING AN
IDENTITY THEFT PROGRAM AND PREVENTION POLICY**

WHEREAS, the Fair and Accurate Credit Transactions Act of 2003, an amendment to the Fair Credit Reporting Act, requires that rules regarding identity theft protection be promulgated by covered entities; and

WHEREAS, those rules will become effective May 1, 2009, and require municipal utilities and other departments to adopt and implement an identity theft program and prevention policy; and

WHEREAS, the City Council has considered a policy to comply with the Fair and Accurate Credit Transactions Act of 2003, a copy of which is attached hereto and made a part hereof as Exhibit "1" (the "Policy"), have determined that said Policy is in the best interest of the City of Elmhurst and its residents and complies with the aforementioned federal rules and wish to formally adopt same;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1: The recitals as set forth above are incorporated herein by reference and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The Policy attached hereto as Exhibit "1" and made part hereof is hereby adopted and approved.

SECTION 3: Effective with the adoption of this Resolution, the City of Elmhurst and all its officers and employees are subject to the provisions of the attached Policy and shall follow and abide by the provisions thereof.

SECTION 4: The City Clerk shall cause a copy of this Resolution and the attached Policy to be delivered to each officer and employee of the City who is subject to the provisions of the Policy.

SECTION 5: This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

Copies To All
Elected Officials
1-15-09

APPROVED this ____ day of _____, 2009.

Thomas D. Marcucci, Mayor

Passed this ____ day of _____, 2009.

Ayes: ____ Nays: ____

Patty Spencer, City Clerk

H:Susan/COE/Resolutions/Res re Identity Theft Policy

Exhibit "1"

**CITY OF ELMHURST
IDENTITY THEFT PROGRAM AND PREVENTION POLICY**

(see attached)

CITY OF ELMHURST
IDENTITY THEFT PROGRAM AND PREVENTION POLICY

The following Identity Theft Program and Prevention Policy (the "Policy") is to implement the requirements of the Fair and Accurate Credit Transactions Act of 2003 and the associated final "Red Flag" rules promulgated by the Federal Trade Commission requiring certain municipal utilities and departments to enact certain policies and procedures regarding Identity Theft Red Flags and Prevention by May 1, 2009.

Section 1: Background

The risk to the City and to the City's customers from data loss and identity theft is of significant concern to the City and can be reduced only through the combined efforts of every employee and contractor.

Section 2: Purpose

- A. The City adopts this Policy to help protect the City from loss and to protect the City's customers from identity theft and from damages related to the loss or misuse of sensitive information. This Policy will:
1. Define sensitive information; and
 2. Place the City in compliance with state and federal law regarding identity theft protection.
- B. This Policy enables the City to protect new and existing customers, reducing risk from identity fraud, and minimize potential loss to the City from fraudulent new accounts. The Policy will help the City:
1. Identify risks that signify potentially fraudulent activity within new or existing covered accounts;
 2. Detect risks when they occur in covered accounts;
 3. Respond to risks to determine if fraudulent activity has occurred and act if fraud has been attempted or committed; and
 4. Update the Policy periodically, including reviewing the accounts that are covered and the identified risks that are part of the Policy.

Section 3: Scope

This Policy applies to employees, contractors and consultants of the City, including all personnel affiliated with third parties.

Section 4: Sensitive Information Policy

- A. Definition of Sensitive Information: Sensitive Information includes the following items whether stored in electronic or printed format by the City which could be used on its own or in conjunction with other information to commit identity theft: names, address, phone numbers, customer account numbers, electronic identification numbers, credit card account information and bank account information,

- B. City personnel are encouraged to use common sense judgment in securing Sensitive Information to the proper extent. Furthermore, this section should be read in conjunction with the Illinois Local Records Act and the City's records retention policy. If an employee is uncertain of the sensitivity of a particular piece of information, he/she should contact his/her supervisor or the Director of Finance and Administration.

Section 5: Identity Theft Prevention Program

- A. Definition of a Covered Account: Any customer account that involves or is designed to permit multiple payments or transactions. Every new and existing account that meets the following criteria is a Covered Account and is covered by this Policy:

1. Business, personal and household utility accounts for which there is a reasonably foreseeable risk of identity theft; or
2. Any other business, personal and household accounts for which there is a reasonably foreseeable risk to the safety or soundness of the City from identity theft.

- B. Definition of a Red Flag: Any potential indicators of fraud. Any time a Red Flag, or a situation closely resembling a Red Flag, is apparent, it should be investigated for verification. Examples of Red Flags include:

1. Alerts, notifications or warnings from a consumer reporting agency or service provider.
2. Suspicious documents, such as:
 - a. Documents provided for identification that appear to have been altered or forged.
 - b. The photograph or physical description on the identification is not consistent with the appearance of the applicant or customer presenting the identification.
 - c. Other information on the identification is not consistent with information provided by the person opening a new covered account or customer presenting the identification.
 - d. Other information on the identification is not consistent with readily accessible information that is on file with the City.
 - e. An application appears to have been altered or forged, or gives the appearance of having been destroyed and reassembled.
3. Suspicious personal identifying information, such as:
 - a. Personal identifying information provided is inconsistent when compared against external information sources used by the City. For example:
 - (i) Personal identifying information provided by the customer is not consistent with other personal identifying information provided by the customer or other external source. For example, verification of tenant information by the property owner.
 - b. Personal identifying information provided is associated with known fraudulent activity as indicated by internal or third-party sources used by the City. For example, the address on an application is the same as the address provided on a fraudulent application.

- c. Personal identifying information provided is of a type commonly associated with fraudulent activity as indicated by internal or third-party sources used by the City. For example:
 - (i) The address on an application is fictitious, a mail drop, or a prison.
 - (ii) The phone number is invalid or is associated with a pager or answering service.
 - d. The address or telephone number provided is the same as or similar to the address or telephone number submitted by an unusually large number of other customers or other persons opening accounts.
 - e. The customer or the person opening the covered account fails to provide all required personal identifying information on an application or in response to notification that the application is incomplete.
 - f. Personal identifying information provided is not consistent with personal identifying information that is on file with the City.
4. Unusual use of, or suspicious activity related to, a Covered Account, such as:
- a. Shortly following the notice of a change of address for a covered account, the City receives a request for the addition of authorized users on the account.
 - b. A new revolving credit account is used in a manner commonly associated with known patterns of fraud. For example, the customer fails to make the first payment or makes an initial payment but no subsequent payments.
 - c. A covered account is used in a manner that is not consistent with established patterns of activity on the account. There is, for example:
 - (i) Nonpayment when there is no history of late or missed payments.
 - d. A covered account that has been inactive for a reasonably lengthy period of time is used (taking into consideration the type of account, the expected pattern of usage and other relevant factors).
 - e. Mail sent to the customer is returned repeatedly as undeliverable although transactions continue to be conducted in connection with the customer's covered account.
 - f. The City is notified that the customer is not receiving paper account statements.
 - g. The City is notified of unauthorized charges or transactions in connection with a customer's covered account.
 - h. The City receives notice from customers, victims of identity theft, law enforcement authorities, or other persons regarding possible identity theft in connection with covered accounts held by the City.
 - i. The City is notified by a customer, a victim of identity theft, a law enforcement authority, or any other person that it has opened a fraudulent account for a person engaged in identity theft.

Section 6: Responding to Red Flags

- A. Once potentially fraudulent activity is detected, an employee must act quickly as a rapid appropriate response can protect customers and the City from potential damages and loss.
- B. Once potentially fraudulent activity is detected, the employee should immediately gather all related documentation and present it to the designated authority for review, assessment and determination. Immediately following the initial notification of the potential fraudulent activity, the employee should provide a written description of the situation to assist in the review, assessment and determination.

- C. The designated authority will complete additional investigation and authentication to determine whether the attempted transaction was fraudulent or authentic.
- D. If a transaction is determined to be fraudulent or an attempt at fraud, appropriate actions should be promptly taken including:
 - 1. Closing the existing Covered Account;
 - 2. Notifying and cooperating with appropriate law enforcement agency;
 - 3. Determining the extent of liability of the City; and
 - 4. Notifying the actual customer that fraud appears to have been committed or attempted.

Section 7: Periodic Updates to Policy

- A. At least annually, this Policy will be re-evaluated to determine whether all aspects of the Policy are up to date and applicable in the current business environment and whether any changes need to be made in response to any instances of identity theft or to changing identity theft risks.
- B. Periodic reviews will include an assessment of which accounts are covered by the Policy and whether there are any new accounts.
- C. As part of the review, Red Flags may be revised, replaced or eliminated. Defining new Red Flags may also be appropriate.
- D. Actions to take in the event that fraudulent activity is discovered may also require revision to reduce potential damages or losses to the City and its customers.

Section 8: Policy Administration

- A. Involvement of Management
 - 1. This Policy shall be a separate program and operation and shall not be operated as an extension to existing fraud prevention programs, and its importance warrants the highest level of attention.
 - 2. Implementation of this Policy is the responsibility of the corporate authorities of the City and approval by the City Council of the initial Policy and any amendments or revisions is to be appropriately documented and maintained.
 - 3. Operational responsibility for the Policy is delegated to the Director of Finance and Administration.
- B. Staff Training
 - 1. Staff training shall be conducted for all employees for whom it is reasonably foreseeable that they may come into contact with accounts or personally identifiable information that may constitute a risk to the City or its customers.
 - 2. The Director of Finance and Administration is responsible for ensuring identity theft training for all requisite employees.
 - 3. To ensure maximum effectiveness, employees may continue to receive additional training as changes to the Policy are made.

C. Oversight of Service Provider Arrangements

1. It is the responsibility of the City to ensure that the activities of all service providers are conducted in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.
2. A service provider that maintains its own identity theft prevention program, consistent with the guidance of the red flag rules and validated by appropriate due diligence, may be considered to be meeting these requirements.
3. Any specific requirements should be specifically addressed in the appropriate contract arrangements.

COUNCIL ACTION SUMMARY

SUBJECT: Resolution - Approval of Identify Theft Prevention Policy

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Under the Federal Fair and Accurate Credit Transactions Act of 2003, the Federal Trade Commission (FTC) was authorized and directed to promulgate regulations that require financial institutions and creditors to develop and implement identity theft prevention programs. Such rules are known as "red-flag rules". The City is covered by these regulations as it is deemed a creditor because it provides services to customers and subsequently bills for those services; such services are primarily, if not exclusively, the provision of water and sewer service. The FTC regulations require that red flag rules be in place by May 1, 2009.

The Identity Theft Prevention Policy provides for, among other things:

- 1) the identification of suspicious documents or actions that may indicate the existence of identity theft or attempted identity theft;
- 2) the proper response to red flags (indications of identity theft); and
- 3) the responsibility for administration of the policy.

A resolution approving the City Identity Theft Prevention Program and Policy is attached for Council consideration.



CITY OF ELMHURST

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

January 7, 2009

TO: Mayor Marcucci and Members of the City Council

RE: Environmental and Sustainability Initiatives

The Development, Planning and Zoning Committee and the Public Affairs and Safety Committee met in a joint meeting on February 25, 2008 and separately on May 12, 2008, to review a draft policy on city initiatives towards carbon reduction and sustainable policies. To prepare for this discussion, the Committees reviewed a draft policy submitted by the City Manager and Director of Water/Wastewater Dennis Streicher.

Both committees then agreed that the DPZ Committee would review the draft policy first, and then refer it to the PA&S Committee for review prior to its submittal to the City Council for final action. The DPZ Committee then reviewed the document during numerous meetings from September – December, 2008. Based on recommendations from the DPZ Committee, Mr. Streicher made several revisions to the draft document, with an ultimate positive recommendation from the DPZ Committee.

During initial joint review by both committees, City Manager Thomas Borchert introduced Dennis Streicher as the City staff person who is coordinating City sustainable initiatives. Director Streicher distributed to the Committee the first draft of the City policy that was a starting point for discussion for setting sustainable goals for the City in the coming months and years. Director Streicher described the City Staff's Sustainability Committee, which is composed of members from each of the City departments. The Committee has discussed ways in which individual departments can participate in modifying materials, equipment and behaviors that would result in reducing environmental impacts and with a stated goal of reducing the total carbon foot print of the City. The Committee would also be responsible for stewardship of the policy after its adoption.

During initial discussion, Mr. Streicher emphasized that several beneficial initiatives have already been started that include but are not limited to; removal of all inorganic carbons from solvents and paints, the replacement of incandescent light bulbs with compact fluorescent, use of biodiesel and other alternative fuels for City vehicles and a close review of new equipment purchases to find those that have the least carbon foot print or the greatest fuel efficiencies. Director Streicher has also solicited bids from engineers to assist in the calculation of the City's carbon emissions with a goal of establishing a base year and a current year in a fashion that can be documented and defended for future use. Future uses could include carbon trading that might be a financial incentive for the City to reduce its carbon usage and sell the City's carbon 'credits' on an open market to other industries or municipalities. In order to achieve that, the carbon calculations have to be a defensible calculation. The policy is a dynamic document that will need to be modified as time proceeds.

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Director Streicher also described that the City is a participant in a Cool Cities Coalition Committee. The Committee is a community group that includes members of local organizations, with a goal to mobilize citizens in becoming sustainability conscious. Local organizations represented on the Cool Cities Coalition include The League of Women Voters, The American Association of University Women, several Elmhurst church organizations, District 205, Elmhurst Public Library, Elmhurst Park District, Sierra Club, Elmhurst Chamber of Commerce and City Centre among others. The City of Elmhurst, which is also a member of this group, coordinates efforts with the Committee for best effect. The Cool Cities Coalition Committee held an 'Elmhurst Cool City Green Fest' on August 9, 2008 at Wilder Park.

Therefore, it is the recommendation of the joint committee that the Sustainability Policy be approved by the City Council.

Respectfully submitted,
DEVELOPMENT PLANNING AND ZONING COMMITTEE

Susan J. Rose / pd
Susan J. Rose, Chairman

Norman Leader / pd
Norman Leader, Vice Chairman

Diane Gutenkauf, Alderman 1st Ward

PUBLIC AFFAIRS AND SAFETY COMMITTEE

Mark A. Mulliner / pd mdk / pd
Mark A. Mulliner, Chairman

Michael Bram / pd mdk / pd
Michael Bram, Vice Chairman

Christopher Nybo / pd mdk / pd
Christopher Nybo, Alderman 5th Ward

CITY OF ELMHURST

SUSTAINABILITY POLICY

INTRODUCTION

Across America, citizens are involved in environmental initiatives and concerned about improving local and global environmental quality. Concerns about global warming have heightened awareness that all aspects of our daily lives impact the environment. People are petitioning their local, state, and federal governments to respond to these concerns.

Elmhurst residents are also concerned. They expect the City of Elmhurst to address these concerns. On October 4, 2007, Mayor Marcucci signed a Cool Cities Agreement pledging to reduce the City of Elmhurst carbon footprint to 7% below 1990 levels by the year 2012. This first step will require significant City commitment. However, the environmental initiatives will not end there.

The City recognizes its responsibility in responding to local environmental concerns. This policy will address many areas of City responsibilities, and is intended to assist City staff in making decisions related to environmental concerns. This policy ensures environmental issues receive equal consideration in all decision-making processes regarding purchases, personal actions, and other critical municipal activities. While this policy may result in initial added purchase costs for fuel, electricity, and materials, it is intended to guide long-term decision making, resulting in better choices for both the local and regional climate.

This policy also encourages the City to actively partner with appropriate local citizen groups to promote new behaviors among Elmhurst residents, and encourage changes as related to building construction, vehicle use, and local energy consumption.

Sustainability Defined: The United Nations World Commission on Environment and Development defines 'sustainability' as meeting "the needs of the present without compromising the ability of future generations to meet their own needs." Elmhurst, as part of a region, nation, and world, has less impact or control on macro-level environmental, social, and economic forces. But within the sphere of its control, and within the context of its core service objectives, Elmhurst is committed to responsible stewardship of its environmental, economic, and social resources, so its exceptional quality of life for current and future generations is maintained and improved. The City hopes these initiatives will inspire and inform others to make a similar commitment.

Integrated decision-making is essential to sustainability. Recognizing that environmental, economic, and social equity concerns are interdependent is a central principle of sustainability.

Protecting the natural environment is fundamental to the concept of sustainability. Improving and sustaining the air, water, and land are fundamental to a sustainable society. Vigorous economic activity contributes to a high quality of life, and in Elmhurst, supports City services, including public safety, water and wastewater services, maintenance of streets and sidewalks that provide vital access throughout the community, and public parks for recreation and enjoyment of the environment. Balancing these multiple perspectives is essential to Elmhurst's concept of sustainability.

Investments in sustainable projects or in materials that have minimal environmental impacts cannot be measured by traditional economic criteria. Expecting a short or medium term return for the investing agency will in many (or indeed most) cases not be possible. Rather the long (perhaps decades) return for society in general should be the investing motive. Through their duly elected representatives the citizens of Elmhurst must decide the correct investment strategy for each agency.

Statement of Policy

The City of Elmhurst is dedicated to the enhancement and protection of the immediate and long term well-being of the City, its citizens, and its natural environment. To that end, the City of Elmhurst will consider sustainable environmental practices as an integral component of its leadership role in the community.

The City of Elmhurst will continue to face the challenge of maintaining the core water, wastewater, public safety, and all other community services that have been commonly accepted as the City responsibilities. At the same time the City will strive to protect and enhance Elmhurst's environmental quality, economy, and livability. The City is committed to incorporating proven new technologies that result in reducing energy demands; to use the most environmentally responsible products in its daily operations and to address critical local environmental issues when developing new City programs and initiatives which take on particular urgency in light of serious global environmental concerns. The City will seek to be an active partner with other civic organizations and public agencies within the City (Park Districts, School Districts, Library and Historical Foundation) to achieve sustainable policies and goals.

Policy Guidelines

Guidelines for implementing sustainable municipal policy include, but are not limited to the following:

1. The concept of sustainability guides City policy. The City is committed to meeting its existing needs without compromising the ability of future generations to meet their own needs. The long-term impacts of policy choices must be considered to ensure a sustainable legacy.

2. Protection, preservation, and restoration of the natural environment are high priorities of the City. Elmhurst is committed to protecting, preserving and restoring the natural environment. City decision-making will be guided by a mandate to maximize environmental benefits and reduce or eliminate negative environmental impacts within the context of the City's essential functions, planned development, and overall goals and responsibilities. The City will lead by example and encourage other community stakeholders to make a similar commitment to the natural environment.

3. Environmental quality, economic health and social equity are mutually dependent. A healthy environment is integral to the city's long-term economic and societal interests. In achieving a healthy environment, the City must ensure that inequitable burdens are not placed on any one geographic or socioeconomic sector of the cities population, and that the benefits of a sustainable community are accessible to all members of the community.

4. All decisions have implications for the long-term sustainability of Elmhurst. The policy and decision-making processes of the City will reflect its sustainability objectives. The City will lead by example and encourage other community stakeholders to use sustainability principles to guide their decisions and actions.

5. Community awareness, responsibility, participation, and education are key elements of a sustainable community. All community members, including individual citizens, community-based groups, businesses, schools and other institutions must; 1) be aware of their impact on the environmental, economic, and social health of Elmhurst; 2) must take responsibility for reducing, eliminating and balancing those impacts and; 3) must take an active part in community efforts to address sustainability concerns. The City will therefore assist in opportunities to support community awareness, responsibility and participation in cooperation with all other organizations within the City such as Park Districts, School Districts, and Elmhurst College.

6. Elmhurst recognizes its linkage with the regional, national, and global community. The relationship between local issues and regional, national and global issues will be recognized and acted upon in the City's programs and policies. This may involve balancing local issues with broader concerns. In addition, the City's programs and policies should be developed as models that can be emulated by other communities. The City will also act as a strong advocate for the development and implementation of model programs and

innovative approaches by regional, state, and federal government that embody the goals of sustainability.

7. Those sustainability issues most important to the community will be addressed first, and the most cost-effective programs and policies will be selected. The financial and human resources available to the City are limited. The evaluation of a program's cost-effectiveness will be based on an analysis of the associated costs and benefits, including environmental and social costs and benefits.

8. The city is committed to procurement decisions which minimize negative environmental and social impacts. The City will abide by an environmentally and socially responsible procurement policy that emphasizes long-term values and attempts to be a model for other public as well as private organizations.

9. Cross-sector partnerships are necessary to achieve sustainable goals. Partnerships among the City government, businesses, residents, property owners and all community stakeholders are necessary to achieve a sustainable community. The City will actively seek to participate with community groups and to engage community partners in all appropriate sustainability efforts.

Sustainable Elmhurst City Programs

Some of the specific policies and programs that exemplify Elmhurst's sustainability objectives are briefly outlined below. Several of these policies and programs are detailed on the City web site. While not inclusive of all sustainable Elmhurst policies and programs, this listing is intended to serve as a resource guide to the City's efforts in working towards a sustainable Elmhurst, and will be periodically updated as the City initiates new programs or policies.

Community Leadership and Communication

- The Elmhurst City Council as the democratically-elected leadership of the community sets policies which are implemented by City staff. The Council is committed to responsible City management, including maintenance and improvement of public health, safety, and general welfare, as well as implementation of innovative sustainability policies and programs that are prudent, cost-effective, and set an example for other organizations and individuals.
- Sustainability information will be distributed in many ways including *The Front Porch*, a regularly published city newsletter, the city web site, and through the Elmhurst Public Library. In this way, all residents can access information to help them make wise conservation choices.
- Without strong local economic activity, the City would not have the resources to provide for public safety or maintain streets and other infrastructure. Fostering of local economic development is a critical long-term necessity for continuing sustainability of City operations.
- The City recognizes the need for partnership with private businesses and area citizen organizations. The Elmhurst Cool Cities Coalition, with representatives from local businesses, local citizen organizations, such as the League of Women Voters, the Library, the Elmhurst Park District, District 205, the Elmhurst Area Chamber of Commerce, and City staff, is one such partnership.

Commitment to Carbon Emission Reduction

- The City of Elmhurst is concerned about global climate change and has taken steps to reduce its greenhouse gas emissions as part of a worldwide effort led by the International Council for Local Environmental Initiatives (ICLEI), through the Cool Cities initiative. Elmhurst pledges to reduce city-wide carbon dioxide emissions to 7% below 1990 levels, and to meet that emission goal by 2012.
- Elmhurst supports sustainable energy sources. Working with the local electrical energy provider Elmhurst will perform a review of electrical purchases to maximize power generated from sustainable sources such as wind, bio-fuels, solar, etc. Elmhurst will also conduct an audit of major energy uses, such as pumps, vehicles, buildings, and equipment. The goal of the audit is to identify new, more efficient equipment with the aim of reducing energy needs. This includes new HVAC systems at the Library, Waste Water Treatment Plant, City Hall, and Police Department.
- The Public Works vehicle fleet will utilize the use of bio-diesel and 'E-85' gasoline to the greatest extent possible. Also, electric/gasoline hybrid vehicles will be added

to the fleet where possible to further reduce dependence on carbon dioxide producing fossil fuels.

- Elmhurst will reduce its own contribution to poor local air quality by reducing automobile use and establishing idling guidelines for municipal vehicles.
- Elmhurst encourages the use of building design and construction that results in the conservation of resources and the reduction of toxic pollutants and greenhouse gas emissions.
- This policy shall establish the use of low volatile emission paints, cleaning products, adhesives, and other chemical additives wherever they are used, and that low emission products be made standard purchase inventory in the City central stores supply.
- Elmhurst supports public transit systems including the RTA, METRA, and PACE. Residents are encouraged to use the transit system as an alternative to the automobile. Creating a safe environment for walking and bicycling as additional automobile alternatives, is a high priority as well.

Resource Management and Conservation

- Elmhurst is committed to water resource conservation. City building codes require water saving devices be installed in all new and rebuild construction. Elmhurst also restricts outdoor water use during summer months based on even/odd addresses. The daily water allocation limits the total daily use of Lake Michigan water and is reviewed regularly. Annual water audits also insure that there is limited water waste. Elmhurst has high-quality water which meets all of the limits of the Safe Drinking Water Act. Water is regularly tested, and water quality reports are regularly provided to the community.
- As a founding member of a local storm water management workgroup, Elmhurst leads the way towards basin wide solutions to storm water management that crosses municipal and county boundaries. This approach has been recognized by the United States Environmental Protection Agency as the most effective manner to solve storm water pollution problems.
- As part of the requirements of the National Pollution Discharge Elimination System (NPDES) Phase II rules, Elmhurst will monitor, inspect and certify construction activities within the City to eliminate the pollution of local surface waters due to construction run off of silt or of construction related materials. The City shall also implement into its construction designs best management practices (BMPs), which reduce the quantity of storm water run off with the use of pervious surfaces, bio-swales, and underground retention.
- While recognizing that use of manufactured substances is part of the modern world, Elmhurst is concerned about health and environmental impacts of toxic substances. The City is committed to using the lowest feasible amounts of toxic pesticides and fertilizers and will actively explore other methods in public plantings.
- Elmhurst has a long-standing commitment to waste reduction and recycling. Elmhurst works with its waste haulers to implement comprehensive recycling programs, striving to become a leader in waste reduction efforts. Current recycling efforts will continue to widen the scope of recycling opportunities in multi-family residences, public spaces, and the Union Pacific train station. The City participates

in hazardous waste recycling sponsored by DuPage County and the State of Illinois. Elmhurst is also investigating advanced recycling strategies for batteries, paints, florescent light fixtures, etc. Information on recycling will be more widely and more frequently distributed to residents.

Quality of Life Initiatives

- Elmhurst participates in the National Arbor Day Foundation “Tree City” program. Replacing and expanding its urban forest is an annual budget priority. The Elmhurst Public Works Department maintains an extensive street tree inventory. Trees can improve air quality, provide shade, assist in ‘calming’ traffic, and reduce the ‘urban heat island’ effect. The City also encourages property owners to plant trees in their front yards to beautify Elmhurst. Elmhurst has also adopted a policy promoting the use of biodegradable materials in City planting projects.
- The Elmhurst Fire Department will retrofit its current fleet of fire apparatus with diesel oxidation catalysts. This technology will reduce emissions from fire apparatus to meet stringent clean air standards. Future apparatus purchases will include engines that will meet or exceed EPA emissions standards. In 2003 the Elmhurst Fire Department started installing Light Emitting Diodes (LED) emergency lights in all of its new vehicles and apparatus. These lights require less power which in turn reduces engine emissions.
- The City of Elmhurst Master Plan sustainability goals shall be considered as included in the *Quality of Life Initiatives* by reference.

Implementation Responsibilities

General policy directives are products of decisions made by the City Council with direction given to the City Manager by City Council, which sets limits, goals, and expectations. The City Manager delegates policy implementation to the department heads who achieve goals set by City Council action. To assist the department heads the City has established a 'Sustainability Committee' composed of staff from all of the City departments. The members of that committee are charged with reviewing current City practices and suggesting changes to achieve sustainability goals.

Purchasing policies must consider sustainable practices along with budget concerns and material quality when making purchases. These evaluation criteria are incorporated into the purchasing policies of each department and are considered as City departments develop annual budgets. The evaluation includes, but is not limited to, evaluation of new technologies, improved technologies, and alternative methods of achieving the budget goals. These evaluations shall not diminish the primary concern for public safety.

Implementing this policy involves all City departments. Individual department responsibilities will take the lead as the policy goals are implemented, but will require involvement from those departments with ancillary responsibilities. As an example new fire fighting equipment requires the co-operative design needs from Fire Department staff along with the maintenance requirements from Public Works. Likewise building code changes require the Building department working in co-operation with Planning, Zoning and Economic Development.

The Public Works central purchasing (central stores) is charged with investigating and modifying purchasing policies to adhere to the goals of this policy. Materials and product purchases shall be constantly monitored to meet the goals of the City policy.

Many aspects of this policy require close co-ordination with community services and community organizations. A department Director, appointed by the City Manager, will represent the City on appropriate community committees to provide City participation and advice.

With direction from the City Council the City Manager shall monitor the policy and establish annual achievement goals, including achieving target carbon emission reduction by 2012. Annual carbon inventories identify progress toward that goal. An annual report from the Department Directors to the City Council within the framework of the annual budget will identify the goals established for the coming fiscal year, and identify and quantify annual achievements of pre-set goals.

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O-01-2009

**AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT
WITH 603-635 ROGERS, LLC, YORK SECOND
(SCHILLER COURT FAÇADE)**

WHEREAS, the City of Elmhurst has heretofore approved a Tax Increment Development Plan and Project, designated the Tax Increment Redevelopment Project Area and adopted Tax Increment Financing all in accordance with 65ILCS 5/11-74.4-1 et seq. (hereafter the "Tax Increment Allocation Redevelopment Act"); and

WHEREAS, in accordance with the Tax Increment Allocation Redevelopment Act the City of Elmhurst may convey, dispose or permit encroachments upon its real estate in the manner and at such price it determines to be reasonably necessary to achieve the objectives of the Redevelopment Plan and Project; and

WHEREAS, the dedicated right-of-way of Schiller Court is located within the Tax Increment Redevelopment Project Area (the "Downtown TIF District"), and the 603-635 Rogers, LLC, York Second (the "Developer") has requested that the City allow certain façade improvements to encroach into Schiller Court as provided in the Development Agreement; and

WHEREAS, the City has determined it is reasonably necessary to achieve the objectives of the Redevelopment Plan and Project that it provide the appropriate permit for such encroachment into Schiller Court; and

WHEREAS, the Development Agreement is made pursuant to the authority granted by, and in full compliance with the requirements of the Tax Increment Allocation Redevelopment Act, and to that extent is an exception to all other rules, ordinances and statutes regarding, conveyance of an interest in real estate within the Downtown TIF District.

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

SECTION 1. The Development Agreement by and between the City of Elmhurst and Developer dated this date and as submitted to this meeting is approved including the permit therein allowing encroachment into Schiller Court.

SECTION 2. The Mayor is hereby authorized and directed to sign and the City Clerk is hereby authorized and directed to attest to the Development Agreement, in a form in all material respects as submitted to this meeting as approved by the City Attorney.

SECTION 3. The Mayor and the City Clerk are hereby authorized to execute and attest such other documents as may be necessary for compliance with the aforesaid Agreement and conveyance herein authorized.

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1-15-09

SECTION 4. The recitals contained in the preamble of this ordinance are a material part hereof and are hereby incorporated herein. All ordinances or parts of ordinances in conflict with this ordinance are to the extent necessary, hereby amended so that the City's acts authorized hereby are in full compliance with applicable law including the City's ordinance and rules.

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

Approved this ___ day of _____, 2009.

Thomas D. Marcucci, Mayor

Passed this ___ day of _____, 2009.

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

H:\Kathy\Elmhurst\ordinance\sheiller redev agrO

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance B Approving a Development Agreement with 603-635 Rogers, LLC, York Second (Schiller Court Façade)

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER: This is an Ordinance approving the Redevelopment Agreement with Willis Johnson providing for life safety and the façade improvements on the north side of Schiller Court and commit the City to a payment of \$130,000 therefore and streetscape improvements to Schiller Court.

AGREEMENT FOR PRIVATE REDEVELOPMENT
603-635 ROGERS, LLC, YORK SECOND

THIS AGREEMENT, entered into on or as of the 15th day of December, 2008, by and between the CITY OF ELMHURST of DuPage and Cook Counties, an Illinois Municipal Corporation (which altogether with any successor municipal corporation or public body hereinafter designated by or pursuant to law, is hereinafter called "City"), exercising its governmental powers as an Illinois Home Rule municipality under Article VII, Section 6 of the Illinois Constitution and pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois (hereinafter referred to as the "Act"), and having its office at 209 North York Street, Elmhurst, Illinois, and 603-635 Rogers, LLC, York Second, an Illinois Series Limited Liability Company (hereinafter called "Redeveloper"), the address of which is 603 Rogers Street, Downers Grove, Illinois 60515.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Act, the City has adopted a Redevelopment Plan pertaining to the redevelopment of the Central Business District Redevelopment Project Area, a copy of which is on file with the City; and

WHEREAS, in order to achieve the objectives of the Redevelopment Plan and in accordance with the uses set forth therein, the City intends to assist the Redeveloper in the redevelopment of an existing business site on Schiller Court in the City to be redeveloped with façade renovation and improvements (the "Project"); and

WHEREAS, the City believes that the Project is in the vital and best interests of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state and local laws.

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties hereto, each of them does hereby covenant and agree as follows:

SECTION 1: DEFINITIONS.

A. **Definition of Terms.** Certain terms used in this Agreement shall have the following meaning unless their context or use clearly indicates otherwise.

"Agreement" means this Agreement for Private Redevelopment.

"City" means the City of Elmhurst, DuPage and Cook Counties, Illinois, an Illinois Municipal Corporation.

"Construction Plans" means the detailed plans, drawings, specifications and related documents for the Project as necessary for issuance of a building permit by the City.

"Events of Default" shall mean those occurrences, actions or lack of action which shall be construed to be a breach or failure to perform pursuant to the terms of this Agreement.

"Notice of Completion" means the written notice issued by the City which evidences substantial completion of the Project in compliance with the terms of this Agreement.

"Project" means the redevelopment of the Project Site for retail use under the City's Zoning Ordinance, all as described herein.

"Project Site" means the property owned by Redeveloper as legally described on Exhibit "B", upon which property the Project is to be constructed.

"Redeveloper" shall mean 603-635 Rogers, LLC, York Second, an Illinois Series Limited Liability Company and its successors and assigns, which is the owner of the fee title to the Project Site at all times material to this Agreement.

"Redevelopment Area" means the City of Elmhurst Central Business District Tax Increment Redevelopment Project Area, as adopted by the City.

"Schiller Court" means the dedicated City right-of-way shown in Exhibit "C".

"Site Plan" means the elevation drawing by Architect's Studio, LLC and Plat of Subdivision for 136 N. York Subdivision, attached hereto as Exhibit "A".

"Streetscaping Plan" means the streetscape plan for the Project and as approved by the City and generally in accordance with Exhibit "C" hereto.

B. **Non-Limitation of Parties' Remedies.** This Section shall in no way limit the remedies of the Parties pursuant to other Sections of this Agreement and pursuant to law and equity in the event of default.

SECTION 2: REDEVELOPER'S OBLIGATIONS.

A. **Taxes.** In order to assure the proper flow of tax revenues anticipated pursuant to the Plan and this Agreement, the Redeveloper covenants that it will promptly and timely pay all real estate taxes generated on the Project Site which are legally owed, if any, when due.

B. **Project Construction.** The Redeveloper agrees to construct the Project in accordance with the terms of this Agreement and its milestone schedule.

C. **Disclosure of Parties in Interest.** The Redeveloper agrees to promptly disclose to the City during the term of this Agreement, any change to its membership or management. At the time of entry into this Agreement, the sole manager is Willis G. Johnson. The membership consists of Tivoli Enterprises, Inc. of which Willis G. Johnson is President and the Willis G. Johnson Trust dated 12/19/06.

D. **Maintenance of Improvements.** The Redeveloper agrees to maintain the Project as constructed for the term of this Agreement.

SECTION 3: COVENANTS AND RESTRICTIONS.

A. **Property Subject to Site Plan.**

The parties agree that the Site Plan for the Project is in compliance with the City's Redevelopment Plan and the City's Zoning Ordinance. The Redeveloper agrees to construct the Project in substantial conformity with the Site Plan.

B. **Duration of Covenants.** It is intended and agreed that the covenants provided in this Section 3 shall remain in effect from the date of the Agreement until the earlier of the completion of the Project by Redeveloper or the termination of the Elmhurst Central Business District Tax Increment Financing District, unless otherwise provided herein. The City shall take no action to terminate this Agreement prior to installation of the Streetscaping Plan.

C. **Guarantees.** The Redeveloper covenants and agrees for itself, and every successor in interest to the Project Site or the Project or any part thereof, that every such successor shall guarantee the redevelopment of the Project through the construction of the Project thereon, and that such construction shall, in any event, be begun and completed in the period of time specified in Section 5D herein, subject to the provision of Section 11 of this Agreement.

D. **Covenants Running with the Land.** It is intended and agreed that for the duration required herein, Redeveloper's covenants set forth in this Section 3 shall be covenants running with the land and that they shall in any event be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the City, its successors and assigns, and against the Redeveloper, its successors and assigns and every successor in interest to the Project Site or the Project or any part thereof or any interest therein, and any party in possession or occupancy of the Project or any part thereof provided that the covenants herein shall not be binding with respect to the lessee of leased premises and any business premises. The City Clerk shall cause this Agreement or a memorandum thereof and all amendments and supplements thereto to be recorded and filed on the date hereof in the office of the DuPage County Recorder. The costs for recording and filing shall be paid by the Redeveloper.

SECTION 4: CITY'S OBLIGATIONS.

A. **Streetscape.** The City undertakes to complete the streetscape, in substantial accordance with the Streetscape Improvement Plan (Exhibit "C"). A final Streetscape Plan shall be approved by the City. The cost of the streetscape shall be paid by the City. The City shall install the streetscape improvements so that they will be substantially completed at the time of occupancy of any space in the Project Site. The City shall pay the costs of the streetscaping

herein from its Redevelopment Project Fund for the Central Business District Tax Increment District.

B. **Permitted Enhancement of Façade Improvements.** The Site Plan includes depictions of doors, windows, a bay window, porches, planters, light fixtures, cornices, shutters, awnings, banners and signs that project out from the existing wall along Schiller Court ("Façade Enhancements") into the right-of-way of Schiller Court. The City hereby grants a perpetual non-exclusive right and permit to Redeveloper and 136 York Elmhurst, LLC ("136"), their successors and assigns, for use of up to three (3) feet of Schiller Court immediately adjacent to the Project Site and the property owned by 136 (as legally described on Exhibit "D" hereto) for the placement, repair, replacement and maintenance of the Façade Enhancements, as depicted on Exhibit "A". Future enhancements of a nature substantially similar to those depicted on Exhibit A are allowed with prior notice to the City. The City further grants to Redeveloper, 136 and their successors and assigns, a perpetual non-exclusive right and permit on, over and across Schiller Court to allow placement, repair, replacement and maintenance of the Façade Enhancements and future enhancements in conformity with this paragraph and with prior notice to the City.

C. **Signage.** The City hereby confirms and represents to Redeveloper that Schiller Court fronting the Project Site, is a "street" as defined by the City's Zoning Ordinance for purposes of calculation of allowable signage on Schiller Court. The City further represents that only the area of that part of a banner projecting into Schiller Court from the Project Site and the property owned by 136 which is used to advertise an on premises business, shall be included in the calculation of allowable signage.

D. **Façade Redevelopment.** In addition to and separate and apart from the foregoing streetscape improvements, the City shall provide assistance for the Project to the Redeveloper pursuant to the Façade Improvement Assistance Program for the Central Business District, Elmhurst, Illinois, adopted on June 1, 1998. The City shall reimburse Redeveloper up to a total of \$130,000.00 to partially offset Redeveloper's costs for improvement of the building façade along Schiller Court and life safety improvements internal to the Project Site (upgraded water service, sprinkler, fire alarm, front stairs to the second floor, western stairs to the second floor and western stairs from the lower level to code, installing new exit doors at the northwest corner of the Project Site and installing an elevator) to be paid to Redeveloper upon Substantial Completion of the Project.

SECTION 5: REDEVELOPER'S OBLIGATIONS AND RIGHTS.

A. **Conformance to Construction Plans and Final Site Plan.** All work with respect to the Project to be constructed or provided by the Redeveloper on the Project Site shall be in substantial conformity with the Construction Plans.

B. **Conformance to Federal, State and Local Requirements.** Except as otherwise provided herein, all work with respect to the Project shall conform to all applicable federal, state and local laws, regulations, codes and ordinances. The City hereby represents and warrants that

it will issue the necessary permits to allow construction of the Project in accordance with this Agreement and the approved Construction Plans.

C. **Time Limitations.** The Construction Plans, including a milestone schedule, shall be filed with the City at the time of Redeveloper's application for a construction permit for the Project, no later than March 1, 2009. Construction of the Project shall be substantially completed on or before September 1, 2009. As long as the Redeveloper is not in default under the terms of this Agreement, the Redeveloper shall be entitled to one automatic three (3) month extension of the completion date to December 1, 2009, upon at least a ninety (90) day written notice to the City.

D. **Improvements, Commencement and Completion Requirements.**

1. **Commencement.** The Redeveloper agrees for itself, its successors and assigns, that it shall promptly begin and diligently prosecute the substantial completion of the redevelopment of the Project Site through the construction of the Project thereon pursuant to the approved Construction Plans and in accordance with approved changes.

2. **Remedies.** In addition to all the remedies available provided by this Agreement, the Parties shall have all remedies available pursuant to law and equity to remedy defects and recover damages in the event of any violation or breach hereof.

E. **Notice of Substantial Completion.** Promptly after completion of the Project in accordance with the provisions of this Agreement and upon the request of the Redeveloper in writing to the City, the City will issue its Notice of Completion. Notice of Completion shall be considered a conclusive determination of satisfaction with respect to the obligations of the Redeveloper and its successors and assigns, that the construction of the Project is substantially completed so that occupancy permits will issue. If the City refuses or fails to provide Notice of Completion in accordance with the provisions of this Agreement, the City shall, within thirty (30) days after written request by the Redeveloper for a Notice of Completion, provide the Redeveloper with a written statement indicating in detail in which respects the Redeveloper has failed to substantially complete the Project in accordance with the provisions of this Agreement, or why the Redeveloper is otherwise in default and what measures or steps it will be necessary, in the reasonable judgment of the City, for the Redeveloper to take or perform in order to obtain Notice of Completion. Notice of Completion as provided herein shall not be unreasonably withheld, conditioned or delayed.

F. **Assignment.** Until the completion of the Project and the issuance of a Notice of Completion, the Redeveloper shall not assign, convey or transfer any interest in this Agreement, the Redeveloper itself, the Project Site or the Project, except to a mortgagee or lessee, to any other person or entity without the written consent of the corporate authorities of the City which consent will not be unreasonably withheld, conditioned or delayed. Nothing contained in this paragraph shall prohibit any mortgagee or lessee from exercising its rights under a mortgage or lease in the event of a default by the Redeveloper.

G. **Progress Reports.** Until construction of the Project has been completed, the Redeveloper shall make progress reports to the City's City Manager when milestone dates are achieved, or as requested by the City.

SECTION 6: REPRESENTATIONS OF THE REDEVELOPER.

The Redeveloper represents, warrants, and agrees as the basis for the undertakings on its part herein contained that:

A. **Organization and Authorization.** The Redeveloper is an Illinois Series Limited Liability Company duly organized and existing under the laws of the State of Illinois, and has power to enter into and by proper action has been duly authorized to execute and deliver this Agreement.

B. **Non-Conflict or Breach.** Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of or any disclosure statement made or to be made on behalf of the Redeveloper or the City.

C. **Changes in Acquisition or Construction of Project.** No changes shall be made in the Project which will have the effect of impairing the permitted use or character of the Project as contemplated by this Agreement unless previously approved by the corporate authorities of the City and the Redeveloper.

D. **Conformance with Requirements and Regulations.** The Redeveloper has examined and is familiar with all the covenants, conditions, restrictions, building regulations and zoning ordinances, codes and land use regulations including, but not limited to, those referred herein affecting the Project Site and the Project and that the construction of the Project will in all respects conform to and comply with this Agreement and the permit issued by the City for construction. Provided, however, that the City acknowledges and agrees that Redeveloper is relying solely upon the representations herein contained which are made by the City and refer or relate to any of the referenced requirements and regulations.

SECTION 7: ADDITIONAL COVENANTS OF THE REDEVELOPER.

A. **Redeveloper Existence; Ownership and Operation of the Project.** The Redeveloper will do or cause to be done all things reasonably necessary to preserve and keep in full force and effect its existence as an Illinois Series Limited Liability Company, in good standing with the Illinois Secretary of State as long as the Redeveloper remains obligated to the City under this Agreement.

B. **Maintenance and Repair.** The Redeveloper agrees that it will keep the Project in good maintenance and repair as required by applicable City Codes.

C. **Further Assistance and Corrective Instruments.** The City and the Redeveloper agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Agreement.

SECTION 8: CONSTRUCTION OF THE PROJECT. Redeveloper shall cause construction of the Project to be commenced and to be prosecuted with due diligence and in good faith, and without delay in accordance with the provisions of this Agreement and the milestone schedule. Redeveloper shall cause the Project to be constructed in a good and workmanlike manner and in all respects in compliance with this Agreement and all applicable laws, rules, permits, requirements and regulations of any governmental agency or authorities having or exercising jurisdiction over the Property or the Project and will not cause, permit or allow any substantial deviations from this Agreement without the prior written consent of the City.

SECTION 9: EVENTS OF DEFAULT AND REMEDIES.

A. **Events of Default.** The following shall be Events of Default with respect to this Agreement:

1. If any material representation made by the City or Redeveloper in this Agreement, or in any certificate, notice, demand or request made by the City or Redeveloper, in writing and delivered to the other party pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect; or

2. Default in the performance or breach of any covenant, warranty or obligation contained in this Agreement; or

3. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Redeveloper in an involuntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or State bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, custodian, trustee, sequestrator (or similar official) of the Redeveloper for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order for a period of sixty (60) consecutive days; or

4. The commencement by the Redeveloper of a voluntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or State bankruptcy, insolvency or other similar law, or the consent by any such entity to the appointment of or taking possession by a receiver, liquidator, trustee, custodian, sequestrator (or similar official) of the Redeveloper or of any substantial part of such entity's property, or the making by any such entity of any assignment for the benefit of creditors or the failure of the Redeveloper generally to pay such entity's debts, as such debts become due or the taking of action by the Redeveloper in furtherance of any of the foregoing.

B. Remedies on Default.

1. In the event of any default or breach of this Agreement, or any of its terms or conditions, by either party hereto or any successors to such party, such party or successor shall, upon written notice from the other, take immediate action to cure or remedy such default or breach within thirty (30) days after receipt of such notice. If in such case action is not taken, or not diligently pursued, or the default or breach shall not be cured or remedied within ninety (90) days, the aggrieved party may institute such proceedings as may be necessary or desirable in its option to cure or remedy such default or breach, including but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. Notwithstanding the preceding sentence, if a defaulting or breaching party takes immediate action to cure such default or breach and diligently pursues same, said party shall be allowed a reasonable time to cure said default or breach. The Parties shall have all other remedies provided by law and equity including, but not limited to, the right to damages, including in the case of Redeveloper's breach, reimbursement of any monies paid out for streetscape or façade improvements hereunder by the City.

2. In case the City shall have proceeded to enforce its rights under this Agreement and such proceedings shall been determined adversely to the City, then and in every such case the Redeveloper and the City shall be restored respectively to their several positions and rights hereunder; and all rights, remedies and powers of the Redeveloper and the City shall continue as through no such proceedings had been taken.

SECTION 10: OTHER RIGHTS AND REMEDIES OF THE CITY; NO WAIVER BY DELAY.

A. **No Waiver by Delay.** Any delay by a party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the parties should not be constrained so as avoid the risk of being deprived or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default involved; nor shall any waiver in fact made by the a party with respect to any specific default by the other party under this Section be considered or treated as a waiver of the rights of a party, with respect to any other defaults by the other party under this Section or with respect to any defaults under any Section in this Agreement or with respect to the particular default, except the extent specifically waived in writing by a party.

B. **Rights and Remedies Cumulative.** The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party or any one or more of such remedies such not preclude the exercise by it, at the time or different times, of any other such remedies for the same default or breach by the other party. No waiver made by either such party with respect to

the performance, nor the manner of time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other obligations of the other party.

SECTION 11: DELAY IN PERFORMANCE.

Time is of the essence of this Agreement. For the purposes of any of the provisions of this Agreement, neither the City nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or to have defaulted in, its obligations assumed herein, in the event of delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of public enemy, acts of Federal, State, or local government, acts of another party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes, it being the purposes and intent of this provision that in the event of the occurrence of any such delay, the time or times for performance of the obligations shall be extended for the period of the delay; provided, that the party seeking the benefit of the provisions of this Section shall, within ten (10) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, of the cause or causes thereof.

SECTION 12. PAYMENT OF REAL ESTATE TAXES

The parties acknowledge that certain assumptions have been made relative to the future assessed valuation of the Project Site as improved pursuant to this Agreement. The parties further acknowledge that attaining and maintaining said assessed valuation will have a material effect on the revenues available to amortize the tax increment financing project costs (as defined in the City's Plan for Redevelopment of the Downtown TIF District, within which this Project Site lies). Accordingly, if the City is not in breach of this Agreement, the Redeveloper agrees it will not protest or object to any real estate tax assessment on the Project Site which protest or objection, if allowed, would reduce the fair market value below the current assessment plus the net cost of the Project. Within thirty (30) days of completion of the Project, Redeveloper will provide the City with the total Project costs. Nothing herein shall require a future tenant of the Project to refrain from any tax protest or objection otherwise permitted by its lease. The Redeveloper shall pay all real estate taxes when due on the Project Site. This obligation shall continue through the term of this Agreement.

SECTION 13: TERM.

The term of this Agreement shall be for ten (10) years from its date or until mutually terminated by agreement of the parties in writing, whichever is later. Provided, however, that if a covenant hereof is expressly controlled by duration language different from this general limiting section, then the particular will control.

SECTION 14: TITLES OF ARTICLES AND SECTIONS.

Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

SECTION 15: NOTICES.

All notices required and provided for in this Agreement shall be sent to the following parties on behalf of the City and the Redeveloper:

To the City: City Manager
City of Elmhurst
209 North York Street
Elmhurst, Illinois 60126

With copies to: Kenneth T. Kubiesa, City Attorney
Kubiesa, Spiroff, Gosselar, Acker & DeBlasio, P.C.
105 South York Street, Suite 250
Elmhurst, Illinois 60126

To Redeveloper: Willis G. Johnson, Manager
603-635 Rogers, LLC, York Second
603 Rogers Street
Downers Grove, Illinois 60515

With copies to: John Germanier, Esq.
Sisul & Germanier, LLC
5120 main Street, Suite One
Downers Grove, Illinois 60515

or to such other address(es) as any party may from time to time designate to the other party(ies) by written notice delivered in accordance with the terms of this Section. All notices shall run from the date received, and all notices shall be delivered by personal service or by certified or registered mail return receipt requested.

SECTION 16: ILLINOIS LAW AND VENUE.

This Agreement shall be construed pursuant to the laws of the State of Illinois. Litigation hereunder shall be properly filed and conducted only in the Eighteenth Judicial Circuit, Wheaton, DuPage County, Illinois.

SECTION 17: SUCCESSORS AND ASSIGNS: Each of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their

respective heirs, executors, administrators, guardians, custodians, successors and assigns, subject to the provisions of this Agreement.

SECTION 18: ENTIRE AGREEMENT.

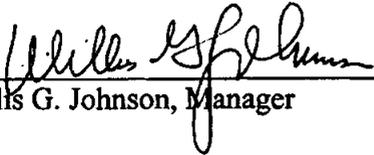
This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the Parties hereto and it supersedes all prior agreements, negotiations and discussions between the Parties relative to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement and cause their respective seals to be **affixed** and attested thereto as of the date first written above in this Agreement.

CITY OF ELMHURST,
an Illinois Municipal Corporation,

603-635 Rogers, LLC, York Second, an
Illinois Series Limited Liability Company,

By: _____
Mayor

By: 
Willis G. Johnson, Manager

ATTEST:

By: _____
City Clerk

EXHIBITS

Exhibit A - Site Plan

Exhibit B - Legal Description of Project Site

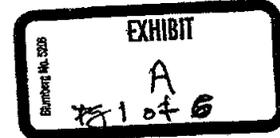
Exhibit C - Streetscape Improvement Plan

Exhibit D - Legal Description of 136 Property

136 N. YORK SUBDIVISION

OF

LAND PROPERTY AND SPACE OF THE NORTH 40 FEET OF THE SOUTH 43 FEET OF LOT 12 IN BLOCK 2 IN THE PLAT OF THE TOWN OF COTTAGE HILL, BEING A SUBDIVISION IN THE EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 30 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID TOWN OF COTTAGE HILL, RECORDED JUNE 10, 1871 AS DOCUMENT 14044, IN DU PAGE COUNTY, ILLINOIS.



COLE TAYLOR BANK, HOLDER OF A MORTGAGE ON THE REAL PROPERTY DESCRIBED HEREON, AGREES TO THE RECORDING OF THE WITHIN PLAT OF SUBDIVISION AND AGREES THAT SAID MORTGAGE IS SUBJECT TO THE PROVISIONS THEREOF. IN WITNESS WHEREOF, COLE TAYLOR BANK HAS CAUSED THE INSTRUMENT TO BE SIGNED BY ITS DULY AUTHORIZED OFFICERS ON ITS BEHALF.

DATED THIS 12th DAY OF February, A.D. 2008

Wheaton

TITLE: _____

TITLE: _____

TITLE: _____

PLAT
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FEB. 20, 2008
12:48 PM

STATE OF ILLINOIS
COUNTY OF COOK

Keith F. Lebeck A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE OF ILLINOIS, DO HEREBY CERTIFY THAT William Kinsky AND David Duvigne OF COLE TAYLOR BANK ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND WHO APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID BANK FOR THE USES AND PURPOSES AS SHOWN HEREON.

GIVEN UNDER MY HAND AND SEAL THIS 12 DAY OF February, A.D. 2008

BY: K. Powell
NOTARY PUBLIC



STATE OF ILLINOIS
COUNTY OF DU PAGE

APPROVED BY THE MAYOR OF THE CITY OF ELMHURST, ILLINOIS THIS 15th DAY OF February, A.D. 2008

David Duvigne
MAYOR OF THE CITY OF ELMHURST, IL

STATE OF ILLINOIS
COUNTY OF DU PAGE

APPROVED BY THE ZONING ADMINISTRATOR OF THE CITY OF ELMHURST, THIS 14th DAY OF February, A.D. 2008

John M. Misturak
ZONING ADMINISTRATOR

STATE OF ILLINOIS
COUNTY OF DU PAGE

SEAL OF William K. Gaston COLLECTOR FOR THE CITY OF ELMHURST, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY INSTALLMENTS THEREOF THAT HAVE BEEN APPOINTED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

DATED AT ELMHURST, ILLINOIS THIS 14th DAY OF February, A.D. 2008

William K. Gaston
CITY COLLECTOR

PREPARED BY:
CERTIFIED SURVEY, INC.
1440 RENAISSANCE DR.

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

THIS IS TO CERTIFY THAT I, GARY A. KING, COUNTY CLERK IN AND FOR THE COUNTY AND STATE AFORESAID, FIND NO REDEMPTIBLE TAX SALES OR UNPAID CURRENT TAXES OR NO DELINQUENT GENERAL TAXES AGAINST ANY OF THE PROPERTY DESCRIBED HEREIN.

DATED AT WHEATON, ILLINOIS, THIS 20th DAY OF February, 2008

Gary A. King
COUNTY CLERK



COUNTY OF DU PAGE

THIS IS TO CERTIFY THAT 136 YORK, LLC AN ILLINOIS LIMITED LIABILITY COMPANY, IS THE LEGAL OWNER OF THE LAND DESCRIBED ON THE ATTACHED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AND PLATTED AS SHOWN BY THE PLAT FOR THE USES AND PURPOSES AS INDICATED THEREON AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

I FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, PURSUANT TO PUBLIC ACT 765 ICLS 20511005, THAT THE PROPERTY IS LOCATED IN SCHOOL DISTRICT 258.

DATED THIS 12th DAY OF February, A.D. 2008

136 YORK, LLC
David Duvigne
MANAGER

STATE OF ILLINOIS
COUNTY OF DU PAGE

I, Keith F. Lebeck A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT David Duvigne MANAGER OF 136 YORK, LLC WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH MANAGER APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HIS/HER OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID LLC FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THIS 12 DAY OF February, A.D. 2008

K. Powell
NOTARY PUBLIC



STATE OF ILLINOIS
COUNTY OF COOK

I, JOHN M. MISTURAK, A PROFESSIONAL ILLINOIS LAND SURVEYOR IN ACCORDANCE WITH PA87-0705 (THE PLAT ACT) DO HEREBY DESIGNATE THE CITY OF ELMHURST AS THE ENTITY THAT MAY RECORD 136 N YORK SUBDIVISION, A TRUE COPY OF WHICH HAS BEEN RETAINED BY ME TO ASSURE NO CHANGES HAVE BEEN MADE.

DATED THIS 8th DAY OF February, A.D. 2008

John M. Misturak
PROFESSIONAL ILLINOIS LAND SURVEYOR No 3408
LICENSE EXPIRES NOVEMBER 30, 2008

STATE OF ILLINOIS
COUNTY OF COOK

I, JOHN M. MISTURAK, A PROFESSIONAL ILLINOIS LAND SURVEYOR DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE PROPERTY DESCRIBED HEREON. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 68° FAHRENHEIT I FURTHER CERTIFY THAT THE PROPERTY INCLUDED WITHIN SAID RESUBDIVISION IS LOCATED IN UNSHADED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD) PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL No 170205 0003 C EFFECTIVE DATE MAY 16, 1995 I FURTHER CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF ELMHURST, ILLINOIS

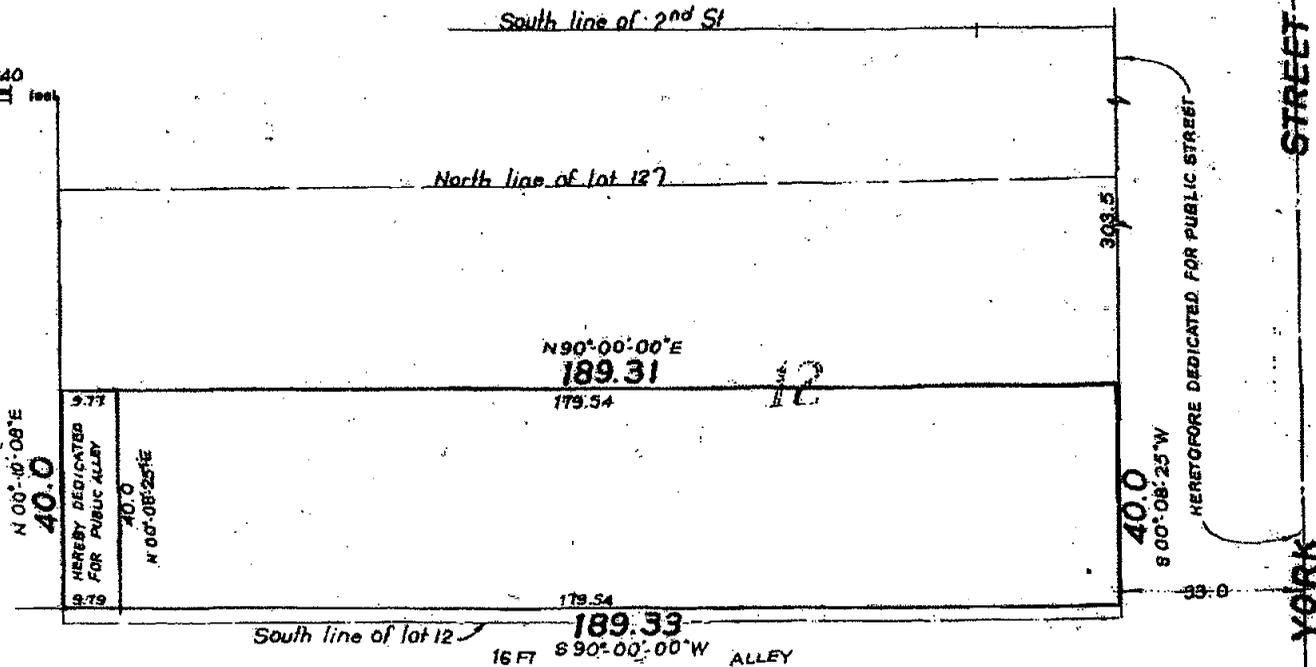
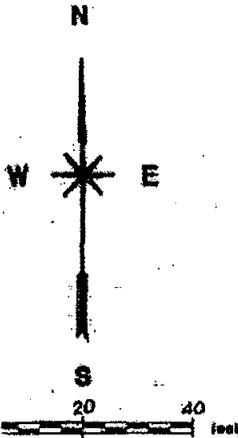
EXH. A
P. 2016

136 N. YORK SUBDIVISION

OF

LAND PROPERTY AND SPACE OF THE NORTH 40 FEET OF THE SOUTH 43 FEET OF LOT 12 IN BLOCK 2 IN THE PLAT OF THE TOWN OF COTTAGE HILL, BEING A SUBDIVISION IN THE EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID TOWN OF COTTAGE HILL, RECORDED JUNE 10, 1871 AS DOCUMENT 14044, IN DU PAGE COUNTY, ILLINOIS.

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R2008-26694 1 of 5

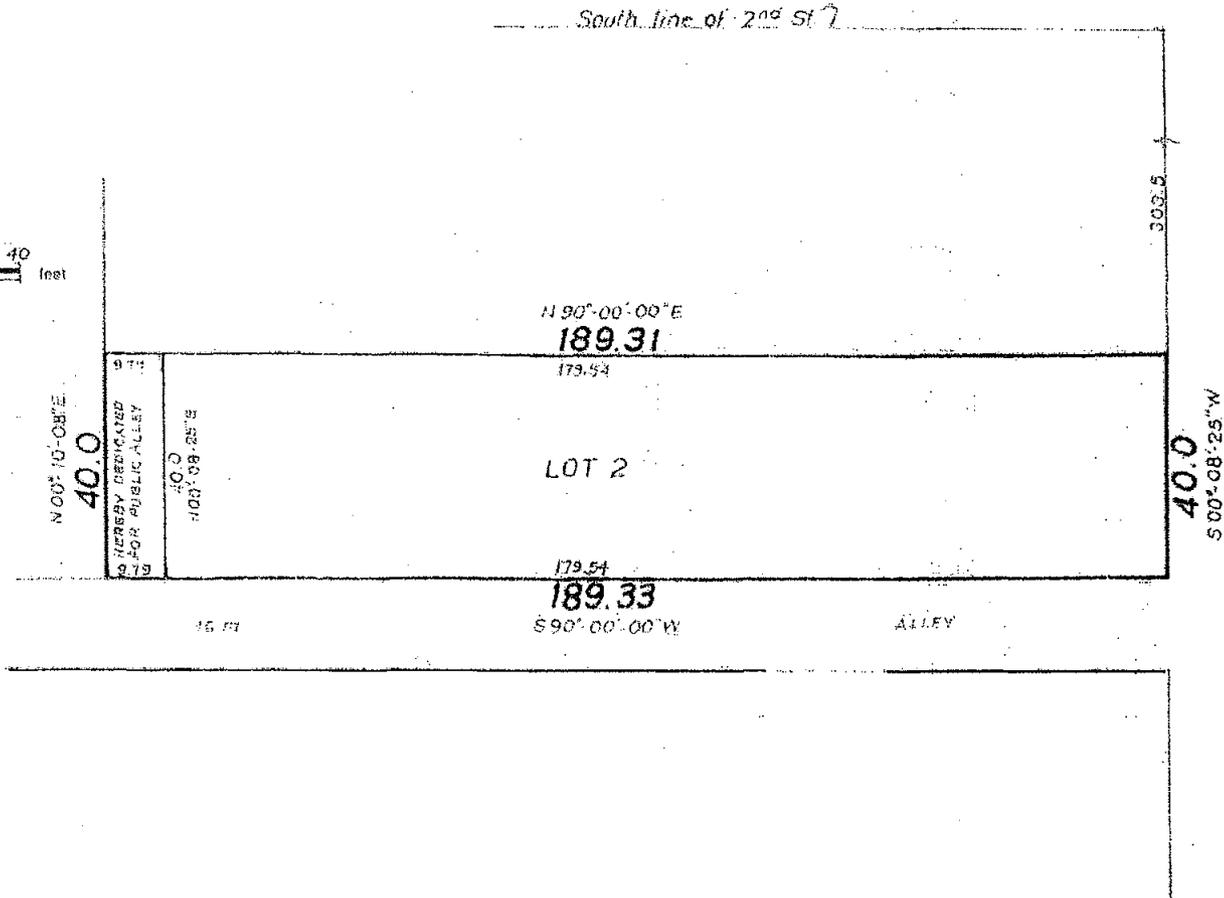
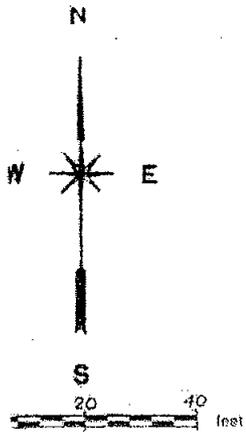
P. I. N.: 06-02-221-012 *136A Lot 1 06-02-221-049
*136B Lot 2 06-02-221-050

HORIZONTAL DELINEATION OF LOTS AT BASEMENT LEVEL

BEING THAT PART OF PROPERTY AND SPACE WHICH LIES BELOW A HORIZONTAL PLANE
HAVING AN ELEVATION OF +685.56 FEET.

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EX 1
P 83.06



STREET
YORK

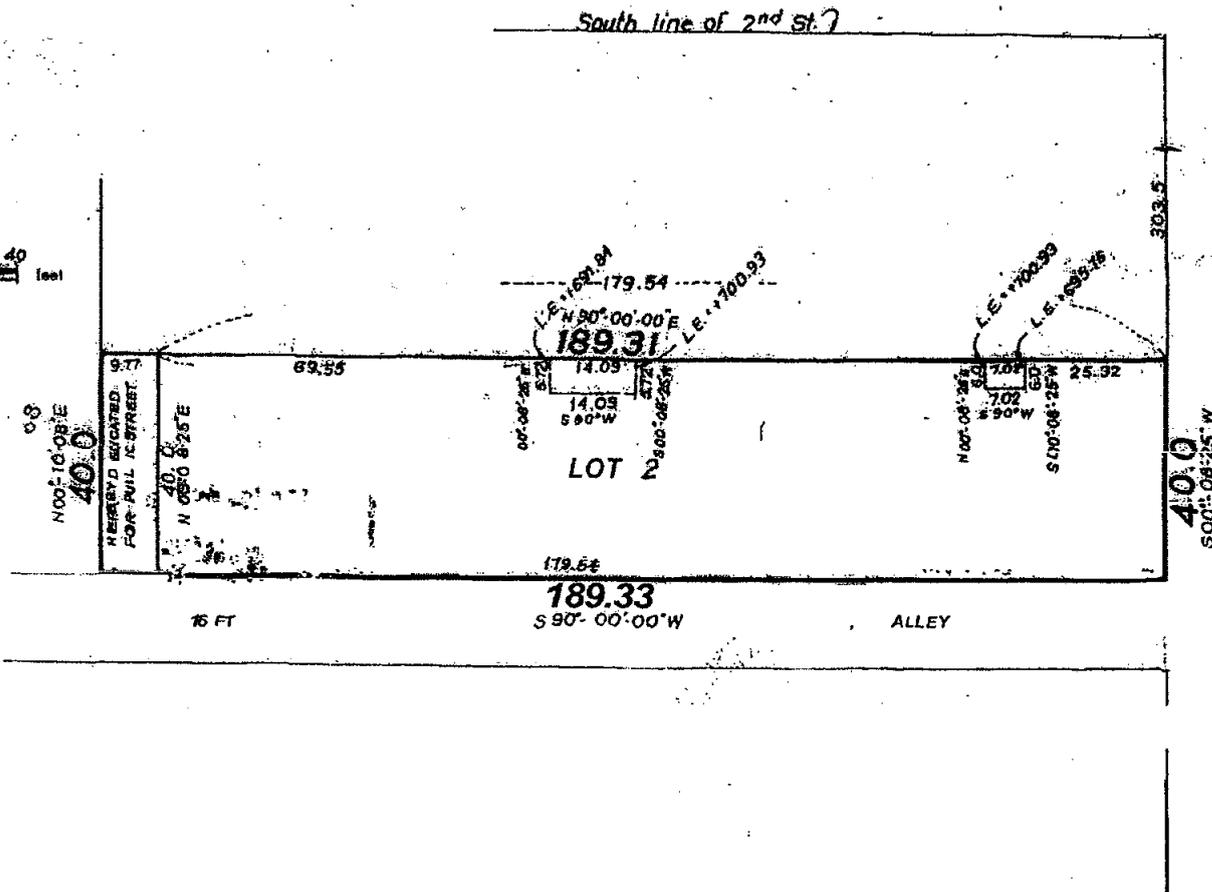
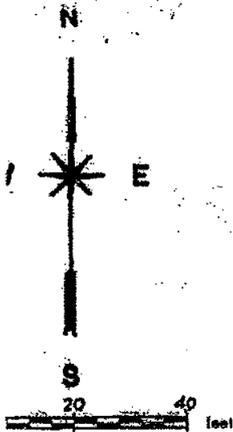
D 7.112 - 26694 2 of 5

HORIZONTAL DELINEATION OF LOTS AT SECOND FLOOR

BEING THAT PART OF PROPERTY AND SPACE WHICH LIES ABOVE A HORIZONTAL PLANE
HAVING AN ELEVATION OF +780.93 FEET EXCEPT AS SHOWN.

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Ex A
Page 5 of 6



L.E. • LOWER ELEVATION

40.0

EX-A
Page 6 of 6

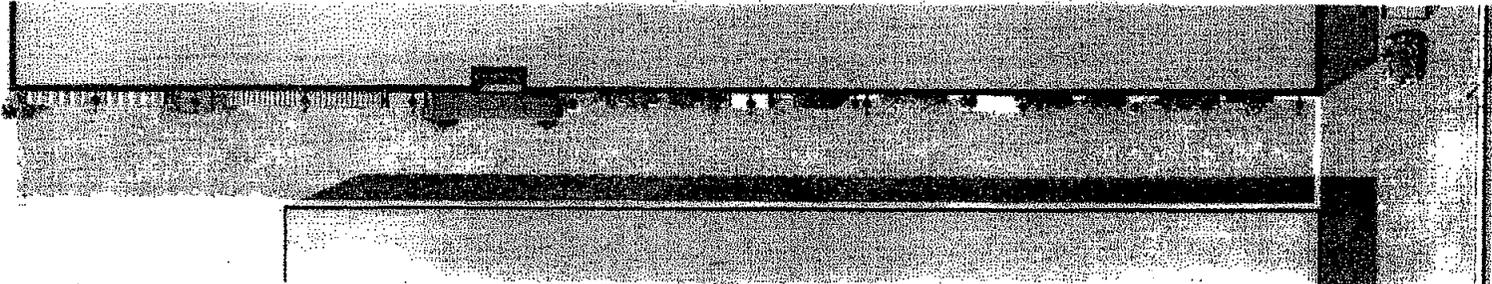
ARCHITECTS
STUDIO, LLC

1000
1000
1000
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1000
1000

**SOUTH FACADE
RENOVATION AT
100 W. SCHILLER CT.
100 W. SCHILLER COURT
MILWAUKEE, WI 53226**

**TIVOLI ENTERPRISES
60 HOOVER ROAD
DOWNS GROVE, IL
60515-3777**



**PROPOSED SOUTH
ELEVATION
RENDERING**

DATE: 07-20-09
SCALE: AS SHOWN
DRAWN BY: J. J. JENSEN
CHECKED BY: J. J. JENSEN
PROJECT NO.: 09-001-001

6

EXHIBIT B
(LEGAL OF PROJECT SITE)

LOT 2 IN 136 N. YORK SUBDIVISION OF LAND, PROPERTY AND SPACE OF THE NORTH 40 FEET OF THE SOUTH 43 FEET OF LOT 12 IN BLOCK 2 IN THE PLAT OF THE TOWN OF COTTAGE HILL, BEING A SUBDIVISION IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID TOWN OF COTTAGE HILL, RECORDED JUNE 10, 1871 AS DOCUMENT 14044 AND THE PLAT OF SAID 136 N. YORK SUBDIVISION RECORDED FEBRUARY 20, 2008 AS DOCUMENT R2008-026694 , IN DUPAGE COUNTY, ILLINOIS.

ARCHITECTS' STUDIO, LLC

ILLINOIS LICENSED PROFESSIONAL DESIGN FIRM #184-003314

275 N YORK ROAD
SUITE 202
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PROJECT:

SOUTH FACADE RENOVATION AT 109 W. SCHILLER CT.
109 W. Schiller Court
Elmhurst, IL 60126



CLIENT:

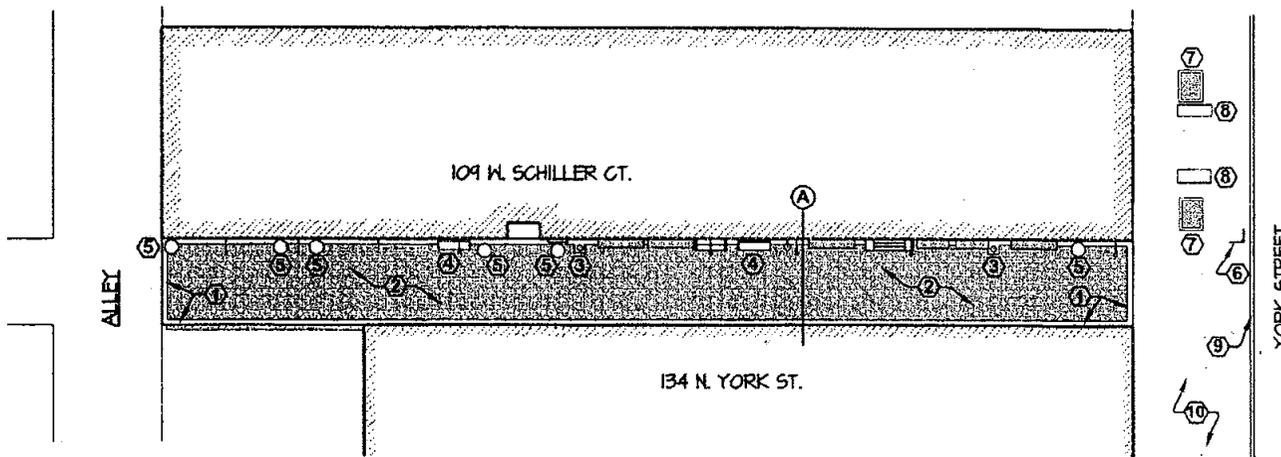
TIVOLI ENTERPRISES
603 ROGERS ROAD
Downers Grove, IL
60515-3774

REV #	DATE	REVISION / ISSUE
	01/05/09	

DRAWING TITLE:

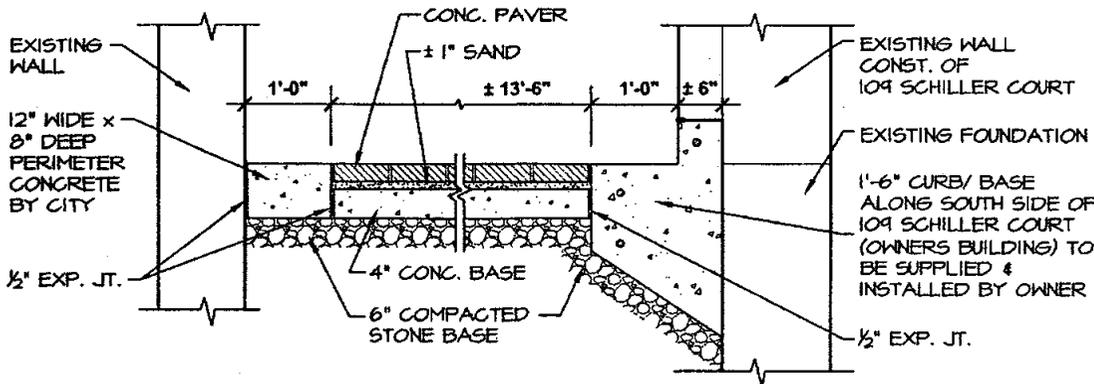
SCHILLER COURT STREETSCAPING

DATE: 01/05/09	DRAWING #: E2
SCALE: AS NOTED	SHEET OF
DRAWN BY: CFA	CHECKED BY: JB
PROJECT NUMBER: A52008-0002-000	



PROPOSED SCHILLER COURT STREETSCAPE PLAN
SCALE: 1/32" = 1'-0"

- KEYNOTES:**
1. NEW 12" WIDE CONCRETE PERIMETER BY CITY - REFER TO DETAIL 'A'
 2. NEW PAVERS OVER ± 1" SAND BASE OVER 4" CONCRETE SLAB OVER 6" COMPACTED FILL - ALL BY CITY - REFER TO DETAIL 'A'
 3. NEW STREET LIGHT LAMP POST BY CITY
 4. NEW BENCH SEAT BY CITY
 5. NEW PLANTER POT BY CITY
 6. NEW CITY PROVIDED STREET SIGN
 7. EXISTING PLANTER
 8. EXISTING BENCH
 9. EXISTING STREET CURB
 10. EXISTING WALK



DETAIL 'A'

SCALE: 1/2" = 1'-0"

NOTE: ALL STREETSCAPING TO BE CITY OF ELMHURST STANDARD AND MATCH EXISTING STREETSCAPE FINISHES ALONG YORK STREET.

NOTE: CITY IS RESPONSIBLE FOR DEMOLITION AND REMOVAL OF EXISTING PEDESTRIAN WALKWAY SURFACE MATERIAL TO ALLOW FOR NEW CONCRETE SLAB & PAVERS

EXHIBIT C

EXHIBIT D
(LEGAL OF 136 PROPERTY)

LOT 1 IN 136 N. YORK SUBDIVISION OF LAND, PROPERTY AND SPACE OF THE NORTH 40 FEET OF THE SOUTH 43 FEET OF LOT 12 IN BLOCK 2 IN THE PLAT OF THE TOWN OF COTTAGE HILL, BEING A SUBDIVISION IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID TOWN OF COTTAGE HILL, RECORDED JUNE 10, 1871 AS DOCUMENT 14044 AND THE PLAT OF SAID 136 N. YORK SUBDIVISION RECORDED FEBRUARY 20, 2008 AS DOCUMENT R2008-026694 , IN DUPAGE COUNTY, ILLINOIS.

December 30, 2008

City of Elmhurst
209 N. York St.
Elmhurst, IL 60126

RE: 109 W. Schiller Court
Disclosure of Ownership

To Whom It May Concern:

I, Willis G. Johnson, by my signature below do hereby certify to the City of Elmhurst that I am the sole manager of 603-635 Rogers, LLC, York Second and that the only members of said company are Tivoli Enterprises, Inc. of which I am President and the Willis G. Johnson Trust dated 12/19/06. Said company is the sole owner of the property commonly known as 109 W. Schiller Court, Elmhurst, IL.

Very truly yours,

A handwritten signature in cursive script that reads "Willis G. Johnson". The signature is written in dark ink and is positioned above the printed name.

Willis G. Johnson