

*Trosien*

**AGENDA  
OF BUSINESS TO BE BROUGHT BEFORE THE MEETING  
OF THE CITY COUNCIL OF ELMHURST, ILLINOIS, 209 NORTH YORK  
TUESDAY, FEBRUARY 17, 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. Executive Session 7:00 p.m. – Discussion of Minutes of Meetings Lawfully Closed for Semi Annual Review and Personnel (Conf. Room #2)**
- 2. Call to Order / Roll Call**
- 3. Pledge of Allegiance – Conrad Fisher School, Webelos Den #9, Pack #417**
- 4. Receipt of Written Communications and Petitions from the Public**
- 5. Public Forum**
- 6. Consent Agenda**
  - a. Minutes of Regular Meeting Held on Monday, February 2, 2009 (City Clerk Spencer): Approve as published
  - b. Minutes of the Executive Session Held on Tuesday, January 20, 2009 (City Clerk Spencer): Receive and place on file
  - c. Accounts Payable – February 17, 2009 Total \$ 800,307.32
  - d. Bid, One Current Model Year Ford F250 4x4 Pick Up and Optional Equipment (City Clerk Spencer): Refer to the Public Works and Buildings Committee
  - e. Bid, Four (4) 2009 Utility Trailers (City Clerk Spencer): Refer to the Public Works and Buildings Committee
  - f. Residential Swimming Pool Fencing – Aldermen Gutenkauf and Rose (City Manager Borchert): Refer to the Development, Planning and Zoning Committee
  - g. Traffic Evaluation, Pick Subdivision – Alderman Gutenkauf (City Manager Borchert): Refer to the Public Affairs and Safety Committee
  - h. Request for the Evaluation of the Appropriate Traffic Control Device at Grantley and Willow – Alderman Bram (City Manager Borchert): Refer to the Public Affairs and Safety Committee
  - i. Report – Bids, 2009-2011 Uniform Services (PW&B)
  - j. Report – Engine Idling Policy (PA&S)
  - k. Report – Wireless Radio Alarm Network (PA&S)
  - l. Report – Audit Services Proposals (F,CA&AS)
  - m. Report – Historic Preservation Commission – Property Tax Freeze Program (DP&Z)
  - n. Report – Case Number 09 P-01/Timothy Christian Amended Conditional Use (DP&Z)
  - o. O-04-2009 – An Ordinance Proposing the Establishment of a Special Service Area in the City of Elmhurst and Providing for a Public Hearing and Other Procedures in Connection Therewith (Gladys Avenue)
  - p. MCO-01-2009 – An Ordinance Designating Westbound Eggleston Avenue at Argyle Avenue, South- and Northbound Parkside Avenue at Eggleston Avenue and South- and Northbound Mitchell Avenue at Eggleston Avenue as Yield Right-of-Way Streets
  - q. MCO-02-2009 – An Ordinance Imposing Parking Restrictions on Portions of Berkley Avenue and Randolph Street
  - r. MCO-03-2009 – An Ordinance Imposing Parking Restrictions on a Portion of Cottage Hill Avenue
  - s. R-04-2009 – A Resolution Approving a Revised Investment Policy for the City of Elmhurst
  - t. R-06-2009 - A Resolution Approving and Authorizing the Release of Closed Session Minutes for Meetings Held Between June 14, 1993 and October 6, 2008

- u. R-07-2009 – A Resolution Approving an Amendment to the Parking Lot Lease Dated September 1, 2002 Between City of Elmhurst, Lessor, and Elmhurst Family YMCA/YMCA of Metropolitan Chicago, Lessee

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

- a. Report from the Youth Commission (Kathleen Gusloff)
- b. Updates (Mayor Marcucci)

**8. Ordinances**

- a. O-06-2009 – An Ordinance Approving a Development, Loan and Purchase and Sale Agreement for the Addison Corridor Redevelopment Project Within the Downtown TIF District (Thorne and Athar Parcels)

**9. Other Business**

**10. Announcements**

**11. 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.

77

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF THE ELMHURST, ILLINOIS  
HELD ON MONDAY, FEBRUARY 2, 2009  
209 NORTH YORK STREET  
ELMHURST, ILLINOIS**

<u>SUBJECT</u>	<u>PAGE</u>
Executive Session 7:00 p.m. – Personnel -----	1
Call to Order/Roll Call-----	1
Pledge of Allegiance – Jefferson School Cub Scout Pack #15 -----	1
Receipt of Written Communications and Petitions from the Public -----	1
Public Forum-----	1
Consent Agenda	
Minutes of Regular Meeting Held on Tuesday, January 20, 2009-----	2
Accounts Payable – January 31, 2009 Total \$ 987,125.14 -----	2
Bids, Uniform Services -----	2
Bids, 2008-09 Sanitary Sewer CIPP Lining Project (City Clerk Spencer): Refer to the Public Works and Buildings Committee-----	3
Report – Bid for 2009 Sanitary Sewer CIPP Lining Project-----	3
Report – Installation of New Public Sidewalks on Gladys Avenue -----	4
Report – Cottage Hill Avenue – Church Street to Elmwood Terrace Parking Restrictions-----	5
Report – Parking Changes for Berkley Avenue and Randolph Street)-----	6
Report – Eggleston Avenue Corridor – Argyle Avenue to York Street Stop/Yield Sign Studies-----	6
Report – York & Vallette Business Association’s 2009 Farmers Market -----	7
Report – 2009 General Obligation Bonds -----	8
Report – Investment Policy Update -----	8
Report – Wireless Radio Alarm Network -----	9
Report – Environmental and Sustainability Initiatives -----	10
O-02-2009 – An Ordinance Authorizing the Sale By Auction of Personal Property Owned By the City of Elmhurst -----	11
Reports and Recommendations of Appointed and Elected Officials	
Report from Senior Commission (Chairman Shirley Myers) -----	13
Updates-----	13
Ordinances	
O-03-2009 – An Ordinance Approving a Real Estate Purchase and Sale Agreement and a Term Sheet for the Acquisition and Redevelopment of Real Estate within the Downtown TIF District (Hurley, Thorne and Athar Parcels)-----	13
Other Business-----	15
Announcements-----	16
Adjournment -----	16

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF ELMHURST, ILLINOIS  
HELD ON MONDAY, FEBRUARY 2, 2009  
209 NORTH YORK STREET  
ELMHURST, ILLINOIS**

**EXECUTIVE SESSION – PERSONNEL**

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

Present: Diane Gutenkauf, Norman Leader, Pat Shea, Michael Bram, Susan Rose, John Gow, Stephen Hipskind, Moira Moriarty, Chris Nybo, George Szczepaniak, Steve Morley, Donna Lomnicki

Absent: Michael J. Regan, Mark A. Mulliner

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

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

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

Nays: None

12 yeas, 0 nays, 2 absent

Motion duly carried

Alderman Hipskind moved to adjourn executive session. Alderman Morley seconded. Voice vote. Motion carried. Executive session adjourned at 7:36 p.m.

**CALL TO ORDER/ ROLL CALL**

Attendance: 60

2. The Regular Meeting of the Elmhurst City Council was called to order by Mayor Marcucci at 7:43 p.m.

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

Absent: Mark A. Mulliner

Also in Attendance: City Treasurer Pigoni, City Attorney Kubiesa, City Manager Borchert, Fire Chief Kopp, PZED Director Said, Economic Development Manager Corner, Real Estate Consultant Van Slyke, Museum Director Bergheger

**PLEDGE OF ALLEGIANCE – JEFFERSON SCHOOL CUB SCOUT PACK #15**

3. Mayor asked Jefferson School Cub Scout Pack #15, Den 3, to come to the dais, face the flag and recite the pledge of allegiance.

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

4. None.

**PUBLIC FORUM**

5. Val Stewart  
135 S. York, Apt. 501  
Elmhurst, IL 60126

Spoke on behalf of the newly formed Heritage Foundation stating their mission and upcoming exhibits. She announced there will be a Jazz Brunch fundraiser on Sunday, February 15, 2009. For more details visit the website at [Elmhursthistory.org](http://Elmhursthistory.org).

Jim Babcock

185 N. Willow Rd.  
Elmhurst, IL 60126

Spoke on the Sustainability Policy that is on tonight's Consent Agenda. He thanked the Development, Planning and Zoning and Public Affairs and Safety Committees for their position stating it is very good and will be a help to the community.

Katie Muno  
134 N. Larch Ave.  
Elmhurst, IL 60126

Spoke of the proposed parking at the corner of Larch and First Street stating at the November 10, 2008 Public Works and Buildings Committee meeting it would be tabled until the beginning of 2009. She stated the ordinance on tonight's agenda should allow the neighbors of Larch Ave. to voice their concerns for putting additional parking.

Susan May  
122 Larch  
Elmhurst, IL 60126

Spoke of the traffic concerns on Larch Avenue and stated the residents are concerned with the new development plans.

**CONSENT AGENDA**

6. The following items on the Consent Agenda were presented:
  - a. MINUTES OF REGULAR MEETING HELD ON TUESDAY, JANUARY 20, 2009 (City Clerk Spencer): Approve as published
  - b. ACCOUNTS PAYABLE – JANUARY 31, 2009 TOTAL \$ 987,125.14
  - c. BIDS, UNIFORM SERVICES (City Clerk Spencer): Refer to the Public Works and Buildings Committee

January 27, 2009

TO: Mayor Marcucci and Members of the City Council  
RE: Bids, Uniform Services

In response to an invitation to bid for Uniform Services advertised in the Elmhurst Press on Friday, January 9, 2009, bids were received from five area suppliers.

Bids were opened at 10:00 a.m. on Tuesday, January 27, 2009, and following is a summary of the bids received:

<u>Supplier</u>	<u>Cost per Week</u>
Arrow Uniform Rental (Elmhurst, IL)	\$182.62
G & K Services (Justice, IL)	\$217.02
Aramark Uniform Services (Arlington Heights, IL)	\$228.61
Unifirst Corporation (Melrose Park, IL)	\$263.82
Cintas Corporation (Romeoville, IL)	\$270.83

Respectfully submitted,

/s/ Patty Spencer  
City Clerk

- d. BIDS, 2008-09 SANITARY SEWER CIPP LINING PROJECT (City Clerk Spencer): Refer to the Public Works and Buildings Committee

January 20, 2009

TO: Mayor Marcucci and Members of the City Council  
RE: Bid, 2008-09 Sanitary Sewer CIPP Lining Project

In response to an invitation to bid for the 2008-09 Sanitary Sewer CIPP Lining Project advertised in the Elmhurst Press on Friday, December 26, 2008, bids were received from four area contractors.

Bids were opened at 10:00 a.m. on Tuesday, January 20, 2009, and following is a summary of the bids received:

<u>Contractor</u>	<u>Base Bid</u>	<u>Optional</u>
Insituform Technologies USA, Inc. (Chesterfield, MO)	\$702,124.20	\$179,533.50
Michels Corporation (Brownsville, WI)	\$736,966.00	\$174,680.00
Visu-Sewer of Illinois, LLC (Bridgeview, IL)	\$783,797.50	\$173,112.50
American Pipe Liners, Inc. (West Chicago, IL)	\$769,302.50	\$180,135.00

Respectfully submitted,  
/s/ Patty Spencer  
City Clerk

- e. REPORT – BID FOR 2009 SANITARY SEWER CIPP LINING PROJECT The following report of the Public Works and Buildings Committee was presented:

January 26, 2009

TO: Mayor Marcucci and Members of the City Council  
RE: Bid for 2009 Sanitary Sewer CIPP Lining Project

The Public Works and Buildings Committee met on Monday, January 26, 2009 to discuss bids for the 2009 Sanitary Sewer CIPP Lining Project. An invitation to bid was sent to qualified contractors and advertised in local area newspapers. The bid contained two (2) separate parts; Base Bid Project and Optional Project work. The four (4) bids that were received are summarized below:

<u>Contractor</u>		<u>Optional Work</u>	<u>Base Bid</u> <u>Grand Total</u>
Insituform Technologies (Chesterfield, MO)	\$702,124.20	\$179,533.50	\$881,657.70
Michels Pipe Services (Brownsville, WI)	\$736,966.00	\$174,680.00	\$911,646.00
American Pipe Liners (West Chicago, IL)	\$769,302.50	\$180,135.00	\$949,437.50
Visu-Sewer Clean & Seal	\$783,797.50	\$173,112.50	\$956,910.00

(Bridgeview, IL)

The bid request defined the method and process for furnishing all labor, materials, tools, equipment, and incidentals, necessary to provide for the complete rehabilitation of deteriorated gravity sewer lines through the use of the Cured-in-Place-Pipe (CIPP) process. The Base Bid Project contains 17,495 feet of sanitary sewer targeted for rehabilitation. Optional Project work areas total 2,345 feet of sanitary sewer pipe, for a grand total of 19,835 feet scheduled for lining. A map of the areas to be lined is attached.

The CIPP process is defined as the rehabilitation of gravity sewer pipe by the installation of a flexible polyester felt fiber tube, vacuum impregnated with a polyester thermosetting resin, having an impermeable inner surface. The impregnated tube is formed to the host pipe by means of a water column. Curing is accomplished by circulating hot water throughout the length of the tube in accordance with the manufacturer's curing schedule.

When cured and complete, the rehabilitated pipe shall be a structurally sound, impermeable, jointless pipe, which is effectively a "pipe-within-a-pipe."

All preparatory activities, including pre-televising and cleaning is incidental to the work.

Sewer service reinstatements and any other work required for the proper installation of the CIPP system is also included in the bid amount.

However, additional work such as point repairs, which may be required prior to lining are not included in the bid amount. Therefore, unit pricing for this type of work was requested in the event it becomes necessary. The amount of work authorized by the City for this project, including the base bid, the optional work, and any additional work, shall not exceed the budgeted amount.

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

Funds have been provided in the 2008/2009 Budget, Municipal Utility Fund, Sanitary Sewer Replacement/Lining Program, account number 510-6056-502-80-13, in the budgeted amount of \$950,000 for the contractual rehabilitation of sewers.

It is therefore the recommendation of the Public Works and Buildings Committee that the bid, submitted by Insituform Technologies USA, Inc., for both the Base Bid Project and the Optional Project work, in the amount of \$881,657.70, and the unit prices for any additional work, be accepted.

Respectfully submitted,  
Public Works and Building Committee

/s/ John E. Gow  
Chairman

/s/ Michael Regan  
Vice-Chairman

/s/ Donna Lomnicki

/s/ Pat Shea

- f. REPORT – INSTALLATION OF NEW PUBLIC SIDEWALKS ON GLADYS AVENUE The following report of the Public Works and Buildings Committee was presented:

January 26, 2009

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

The Public Works and Buildings Committee met on Monday, January 26, 2009 to review the neighborhood request for the installation of sidewalks on the north side of Gladys Avenue from Garden Avenue to West Avenue.

The City Council has previously approved a 50/50 cost share between the City and the property owners for installation of new sidewalks on full blocks where none currently exist. A Special Service Area will be established to support financing for the project. Through this financing method, the City will be reimbursed for 50% of the project cost by the residents via the County collecting the appropriate property tax over several years based upon the assessed value of each affected lot.

The residents of Gladys Avenue submitted a petition signed by property owners willing to participate in the 50/50 cost share program to install new sidewalks. 60% of the property owners of the block signed the petition.

The City hosted an informational open house for the affected properties to discuss details of the proposed project on September 24, 2008. Preliminary sketches/plans for the proposed sidewalk were on display at the open house. General cost estimates and an explanation of the Special Service Area (SSA) method of financing were also provided at the informational meeting.

Following this, City staff sent an official City survey to all affected properties. Only returned surveys are used to determine neighborhood support. Survey results found 54% (15 of 28) in favor of the new sidewalks and 46% (13 of 28) against the installation of new sidewalks. The block was notified of the numerical survey results on December 1, 2008.

Based on the survey results and a thorough review of the proposed project information, the Public Works and Buildings Committee recommends the approval of the neighborhood's request for the installation of new sidewalks on Gladys Avenue between Garden Avenue and West Avenue, north side only, and that City staff be directed to create the Special Service Area according to the Special Service Area Tax Law (35 ILCS 200/27-5 et.seq).

Respectfully submitted,  
Public Works and Building Committee

/s/ John E. Gow

Chairman

/s/ Michael Regan

Vice-Chairman

/s/ Donna Lomnicki

/s/ Pat Shea

- g. REPORT - COTTAGE HILL AVENUE - CHURCH STREET TO ELMWOOD TERRACE, PARKING RESTRICTIONS The following report of the Public Affairs and Safety Committee was presented:

January 26, 2009

To: Mayor Marcucci and members of the City Council  
Re: Cottage Hill Avenue - Church Street to Elmwood Terrace Parking Restrictions

The Public Affairs and Safety Committee met on January 26, 2009 to discuss the request from the Elmhurst Police Department to clarify the existing "2 Hour Parking" signage on Cottage Hill Avenue between Church Street and Elmwood Terrace. The current signs do not clearly indicate where the "2 Hour Parking" restriction ends on the south end of the block. Engineering distributed a survey to determine whether the neighborhood prefers "2 Hour Parking" for the entire block or from Church Street to 265/274 Cottage Hill Avenue.

Survey results show that while 45% of residents prefer "2 Hour Parking" on both sides for the full block, 27% indicate support for "2 Hour Parking" on one side and suggest "No Parking" on the other side. These results can be interpreted such that the total 72% supports at least a 2 hour restriction, with a portion of those residents wanting more restrictive measures on one side. Also note that there was no interest in the portion of a partial block restriction from Church Street to 265/274 Cottage Hill. Based on these results, staff recommends that "2 Hour Parking" be implemented on both sides of Cottage Hill Avenue from Church Street to Elmwood Terrace. This modification will allow the Police Department to effectively enforce parking restriction in the area.

It is therefore, the recommendation of the Public Affairs and Safety Committee that the appropriate ordinance be drafted and adopted by the City Council to restrict parking on both sides of Cottage Hill Avenue from Church Street to Elmwood Terrace to "2 Hour Parking" only.

Respectfully submitted,  
Public Affairs and Safety Committee

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

- h. REPORT – PARKING CHANGES FOR BERKLEY AVENUE AND RANDOLPH STREET The following report of the Public Affairs and Safety Committee was presented:

January 26, 2009

To: Mayor Marcucci and Members of the City Council  
RE: Parking Changes for Berkley Avenue and Randolph Street

The Public Affairs and Safety Committee met on December 8, 2008 and again on January 26, 2009 to discuss neighborhood residents' requests to change the current parking restriction on Berkley Avenue in the area of Randolph Street and the Prairie Path. Residents indicate traffic and pedestrian conflicts in this area.

Staff visited the site several times over the past couple weeks and researched accident history in the area. The intersection of Berkley Avenue and Randolph Street is a "T" intersection, controlled by an eastbound stop sign on Randolph. Both streets have typical widths and low accident history. There are no apparent line of sight issues.

Both Randolph and Berkley have existing parking restrictions. Parking is allowed on the north side of Randolph Street but is restricted for about 80 feet on the south side near the intersection at Berkley. Weekday parking usage is light on Randolph and two-way traffic can safely maneuver the intersection even with the presence of a school bus. Fire and Police Department staff report higher parking usage on Sunday mornings during mass at Grace Bible Church.

Per the Berkley Avenue corridor study completed by Coulter Transportation Consulting, staff recommends that parking be prohibited on Berkley between Randolph Street and Eggleston Avenue. As parking is currently restricted on the east side of Berkley ("No Parking at Any Time Here to Corner"), new signage would be installed on the west side ("No Parking at Any Time Here to Corner"). It is also recommended, to improve congestion and sight distance, that parking be restricted on Berkley for the first 100 feet south of Prairie Path Lane. Additionally it is recommended that parking be restricted on the north side of Randolph for the first 80 feet west of Berkley Avenue.

The Public Affairs and Safety Committee concurred with the recommendations by city staff and Coulter Transportation Consulting.

It is therefore, the recommendation of the Public Affairs and Safety Committee that the appropriate ordinance be drafted and adopted by the City Council to prohibit parking on both sides of Berkley between Randolph Street and Eggleston Avenue and on Berkley for the first 100 feet south of Prairie Path Lane and on the north side of Randolph for the first 80 feet west of Berkley Avenue.

Respectfully submitted,  
Public Affairs and Safety Committee

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

- i. REPORT – EGGLESTON AVENUE CORRIDOR – ARGYLE AVENUE TO YORK STREET STOP/YIELD SIGN STUDIES The following report of the Public Affairs and Safety Committee was presented:

January 26, 2009

To: Mayor Marcucci and Members of the City Council  
RE: Eggleston Avenue Corridor – Argyle Avenue to York Street Stop/Yield Sign Studies

The Public Affairs and Safety Committee met on December 8, 2008 and again on January 26, 2009 to discuss the status of the review of the Eggleston Avenue corridor between Argyle Avenue and York Street by the City's traffic consultant, Brent Coulter of Coulter Transportation Consulting.

The intersections of Eggleston Avenue at Argyle, Mitchell, Prospect, Parkside and Washington were studied. Based on "Proposed Warrants for Low Volume Intersection Traffic Control", additional signage is warranted at certain locations.

It was determined that the existing yield control on Prospect Avenue at Eggleston and stop control on Washington Street at Eggleston are appropriate for conditions. In accordance with Mr. Coulter's findings, staff recommends that the changes listed below be made:

- Install a yield sign on westbound Eggleston at Argyle Avenue
- Install yield signs on northbound and southbound Parkside Avenue at Eggleston
- Install yield signs on northbound and southbound Mitchell Avenue at Eggleston

The Public Affairs and Safety Committee concurred with the recommendations by city staff and Coulter Transportation Consulting.

It is therefore, the recommendation of the Public Affairs and Safety Committee that the appropriate ordinance be drafted and adopted by the City Council to implement changes at the Eggleston Avenue corridor, from Argyle Avenue to York Street as identified by city staff and Coulter Transportation Consulting.

Respectfully submitted,  
Public Affairs and Safety Committee

/s/ Mark A. Mulliner

Chairman

/s/ Michael Bram

Vice-Chairman

/s/ Chris Nybo

- j. REPORT – YORK & VALLETTE BUSINESS ASSOCIATION'S 2009 FARMERS MARKET The following report of the Public Affairs and Safety Committee was presented:

January 26, 2009

To: Mayor Marcucci and members of the City Council  
Re: York & Vallette Business Association's 2009 Farmers Market

The Public Affairs and Safety Committee met on January 26, 2009 to discuss the request from the York & Vallette Business Association regarding the 2009 Farmers Market. Jason Janes was available to answer the committee's questions.

The Elmhurst Municipal parking lot east of York on Vallette will be used as in the past. The market will commence on June 3rd and run through October on every Wednesday from 7:00 a.m. to 1:00 p.m.

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

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Council approve the York and Vallette Business Association's 2009 Farmers Market starting June 3rd through October on every Wednesday from 7:00 a.m. to 1:00 p.m.

Respectfully submitted,  
Public Affairs and Safety Committee

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

- k. REPORT – 2009 GENERAL OBLIGATION BONDS The following report of the Finance, Council Affairs and Administrative Services Committee was presented:

January 27, 2009

To: Mayor Marcucci and Members of the City Council  
Re: 2009 General Obligation Bonds

The Finance, Council Affairs and Administrative Services Committee met January 26, 2009 to discuss the issuance of general obligation bonds.

As the City Council will recall, staff projected the need for a general obligation bond issue during 2009 for parking deck improvements including land acquisition, and for infrastructure improvements related to the new Elmhurst Memorial Hospital facility. Staff initially projected a bond issue of \$12,000,000, which would be a non-bank qualified issue since it would be greater than \$10,000,000. Speer Financial, Inc., the City's financial adviser, indicated that the current interest rate for this type of issue is in the 4.5% range. Speer Financial recommended consideration of a bank qualified \$10,000,000 issue, due to the current interest rate for this type of issue being in the 4.0% range. The interest savings to the City due to the 50 basis points rate differential would be over \$700,000.

Due to the significant interest savings, staff recommends a bond issue of \$10,000,000, to be used for parking deck improvements including land acquisition (\$9,000,000) and for infrastructure improvements related to the new EMH facility (\$1,000,000). Staff recommends combining the remaining funding for the infrastructure improvements (\$1,800,000) with a future bond issue in 2010 or 2011. The bond sale will be a competitive sale, and the sale will be scheduled to take place March 2, 2009, due to the timing of the land acquisition. The City's total bond debt will be less than 2.2%, which is within the City's debt limit of 5% of EAV.

After review and discussion, it was the consensus of the Finance Committee to recommend issuance of general obligation bonds in the amount of \$10,000,000, for the above stated purposes.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council authorize the issuance of general obligation bonds in the amount of \$10,000,000, to finance parking deck improvements including land acquisition, and to partially finance infrastructure improvements related to the new Elmhurst Memorial Hospital facility.

Respectfully submitted,  
Finance, Council Affairs and  
Administrative Services Committee

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

- l. REPORT – INVESTMENT POLICY UPDATE The following report of the Finance, Council Affairs and Administrative Services Committee was presented:

January 27, 2009

To: Mayor Marcucci and Members of the City Council  
Re: Investment Policy Update

The Finance, Council Affairs and Administrative Services Committee met January 26, 2009 to review an updated investment policy for the City of Elmhurst.

In 1990, the City Council adopted an investment policy (Resolution R-76-90) for the City of Elmhurst which has provided a framework for making appropriate and prudent investment decisions. The investment policy was reviewed and updated in 1999, and the updated policy was adopted by the City Council (Resolution R-22-99). The investment policy was submitted to the Municipal Treasurer's Association of United States and Canada (now the Association of Public Treasurers of the United States and Canada (APT US&C)) for certification, which it was awarded. State legislation also requires every unit of government in Illinois to adopt a written policy governing its investment activity.

Staff has updated the investment policy to be consistent with the Government Finance Officers Association (GFOA) investment policy guidelines, and with the APT US&C model investment policy. The updated policy is attached; additions are noted in italics and deletions have a line through the word or phrase. The only significant change in the policy is removal of the 25% self-imposed cap on Certificates of Deposit as a per cent of total investment. This is consistent with state statute, and the Finance Committee believes it is appropriate given the economic climate to allow investment flexibility. The updated investment policy will be submitted to the APT US&C for certification, upon adoption of the policy by the City Council.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council authorize the City Attorney to prepare a resolution approving the adoption of the updated investment policy for the City of Elmhurst.

Respectfully submitted,  
Finance, Council Affairs and  
Administrative Services Committee

/s/ George Szczepaniak  
Chairman

/s/ Stephen Hipskind  
Vice-Chairman

/s/ Moira Moriarty

/s/ Steven Morley

- m. REPORT – WIRELESS RADIO ALARM NETWORK The following report of the Development, Planning and Zoning Committee was presented:

January 26, 2009

To: Mayor Marcucci and members of the City Council  
Re: Wireless Radio Alarm Network

The Development, Planning and Zoning Committee met on December 8, 2008 and again on January 26, 2009 to discuss an ordinance change to allow the City of Elmhurst to develop a radio alarm network.

Many municipalities, including the City of Elmhurst provide fire and security alarm monitoring services to subscribers within their jurisdictions by means of dedicated telephone lines that are installed and maintained by the local telephone company. Failures can occur when sending signals through telephone lines due to complications such as inclement weather, vandalism, inconsistent connections in old cables, and inadvertent signal interruption by telephone company repair personnel working on the wrong wires. Many municipalities have chosen to replace their telephone line connections with a wireless network radio system, a network of radio transceivers that replace conventional telephone lines, increasing the reliability, performance and accuracy of their alarm monitoring systems.

The benefits of the radio alarm network include:

- No cost installation of new, state-of-the-art wireless equipment
- No modifications needed on existing fire alarm system

- No cessation of protection during upgrade and switchover
- Leased equipment is covered by a maintenance program
- Elimination of false alarms previously generated by telephone lines
- Elimination of the wait for new telephone lines to be installed for new subscribers

This active radio system network is a proven reliable alarm system, featuring UL-listed radio transceivers that replace conventional telephone lines. This unique and powerful system with multipath capability alleviates the need for both towers and expensive repeater sites as each subscriber radio transceiver functions as a repeater.

Distributed intelligence and dynamically evaluated transmission paths ensure that the system always uses the most reliable path to the central receiver. Each added subscriber transceiver strengthens the network and can provide another transmission path to the central receiver for the other subscribers.

Adopting the wireless radio network system will also reduce another problem that subscribers experience—lack of coordination among the telephone company, the alarm company and the subscriber. The new program will allow the city to coordinate all installation and service related issues between subscribers, alarm companies and the city.

To allow the Elmhurst wireless radio network to move forward successfully, the current Elmhurst Municipal Code and its amendments will need to be changed, requiring all current direct connect subscribers and future subscribers to connect to the Elmhurst wireless radio network. This requirement is necessary to ensure a strong and reliable system.

Along with the requirement to connect to the Elmhurst wireless radio network, the entire City Code was reviewed for consistency and accuracy regarding fire alarm systems. Changes have been recommended to Sections 25.03 and 26.21 and have been included in the draft ordinance.

It is therefore, the recommendation of the Development, Planning and Zoning Committee to allow the City Attorney to draft an ordinance to update the current City Code as proposed, along with requiring all current direct connect subscribers to switch over to the Elmhurst wireless radio alarm network within six months of August 1, 2009.

Respectfully submitted,  
Development, Planning and Zoning  
Committee

/s/ Susan J. Rose  
Chairman

/s/ Norman Leader  
Vice-Chairman

/us/ Diane Gutenkauf

- n. REPORT – ENVIRONMENTAL AND SUSTAINABILITY INITIATIVES The following joint committee report of the Public Affairs and Safety Committee and Development, Planning and Zoning Committee was presented:

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.

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.

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.

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

Respectfully submitted,  
Public Affairs and Safety Committee

/s/ Mark A. Mulliner

Chairman

/s/ Michael Bram

Vice-Chairman

/s/ Chris Nybo

Development, Planning and Zoning  
Committee

/s/ Susan J. Rose

Chairman

/s/ Norman Leader

Vice-Chairman

/s/ Diane Gutenkauf

o. O-02-2009 – AN ORDINANCE AUTHORIZING THE SALE BY AUCTION OF PERSONAL PROPERTY OWNED BY THE CITY OF ELMHURST

Ordinance O-02-2009 was presented for passage.

Alderman Szczepaniak pulled item **6k. Report – 2009 General Obligation Bonds**. Alderman Rose pulled items **6m. Report – Wireless Radio Alarm Network** and **6n. Report – Environmental and Sustainability Initiatives**.

Alderman Regan moved to accept the contents of the Consent Agenda less items **6k. Report – 2009 General Obligation Bonds, 6m. Report – Wireless Radio Alarm Network and 6n. Report – Environmental and Sustainability Initiatives.** Alderman Gow seconded. Voice vote unanimous, motion carried. Alderman Rose moved to approve the contents of the Consent Agenda less items **6k. Report – 2009 General Obligation Bonds, 6m. Report – Wireless Radio Alarm Network and 6n. Report – Environmental and Sustainability Initiatives.** Alderman Gutenkauf seconded. Roll call vote:

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

Nays: None

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

Alderman Szczepaniak moved to approve item **6k. Report – 2009 General Obligation Bonds.** Alderman Hipkind seconded.

Chairman Szczepaniak deferred to Vice-Chairman Hipkind to review item **6k. Report – 2009 General Obligation Bonds.**

Alderman Hipkind reviewed the General Obligation Bond projected issue of \$12,000,000. It was recommended by City's financial advisor to bring the bond to \$10,000,000. The interest rate is lower and this would save the City money.

Alderman Szczepaniak stated he pulled **6k. Report – 2009 General Obligation Bonds** because after reviewing the report he wanted to reserve the right not to support the related ordinance because of Item #8, therefore he would vote nay on the committee report.

Roll call vote on item **6k. Report – 2009 General Obligation Bonds:**

Ayes: Hipkind, Regan, Leader, Rose, Moriarty, Nybo, Morley, Lomnicki

Nays: Szczepaniak, Gutenkauf, Shea, Bram, Gow

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

Alderman Rose moved to take item **6m. Report – Wireless Radio Alarm Network** back to the Development, Planning and Zoning Committee. Alderman Leader seconded.

City Attorney Kubiesa stated since Alderman Rose is the Chair of Development, Planning and Zoning Committee and wants item **6m. Report – Wireless Radio Alarm Network** to go back to the Committee, it does not require a motion. Alderman Rose moved to withdraw the motion, Alderman Leader seconded.

Alderman Rose moved to accept item **6n. Report – Environmental and Sustainability Initiatives.** Alderman Bram seconded.

Alderman Rose stated item **6n. Report – Environmental and Sustainability Initiatives** is a joint Development, Planning and Zoning Committee and Public Affairs and Safety Committee report, with input from many community groups. Item **6n. Report – Environmental and Sustainability Initiatives** is policy and guidelines on the City's sustainability efforts. Alderman Rose acknowledged Cool Cities, League of Women Voters, AAUW, District 205, Elmhurst Park District, Elmhurst Public Library, Elmhurst Chamber of Commerce and the Sierra Club for their input. She also thanked Water/Wastewater Director Streicher. She stated Director Streicher made a commitment that the

guidelines are for the near future and will not be sitting on a shelf. Alderman Rose said this policy is a win for our community. She stated it will be looked at on a yearly basis.

Alderman Bram stated kudos to former Alderman Ann Tranter who brought this to the table two or three years ago. He stated the environment is important to every citizen.

Alderman Moriarty stated she received a call from a resident asking why our businesses don't have the ability to recycle. She stated this should be a part of sustainability.

Roll call vote on item **6n. Report – Environmental and Sustainability Initiatives:**

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

Nays: None

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

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

##### **7. a. REPORT FROM SENIOR COMMISSION (Chairman Shirley Myers)**

Shirley Myers, Chairman of the Elmhurst Senior Citizens Commission gave a report to Mayor Marcucci and the City Council.

Chairman Myers reviewed the commission's mission statement and gave a brief summary of the following:

- Housing Committee – To advocate and support senior residential alternatives.
- Transportation Committee – Keep seniors informed regarding senior transportation issues.
- Senior Collaboration Committee – Partner with community to serve underserved seniors and to provide volunteer opportunities within our community.
- Education committee – To disseminate information about resources, trends and public policy issues.

Chairman Myers concluded by announcing she will not seek reappointment when her term expires on April 30, 2009.

Alderman Hipskind thanked Chairman Myers for her dedication. He stated she has done a wonderful job.

Alderman Bram gave an update on the Ride DuPage Program announcing the startup date of June, 2009.

Mayor Marcucci thanked Chairman Myers for a job well done.

##### **b. UPDATES (Mayor Marcucci)**

Mayor Marcucci announced the roll out date of June, 2009 for the Ride DuPage Program. He emphasized the program is not only for seniors, but for the physically impaired as well.

Mayor Marcucci stated he received a thank you for the Council passing the resolution on the Canadian National Railroad Commission.

#### **ORDINANCES**

##### **8. a. O-03-2009 – AN ORDINANCE APPROVING A REAL ESTATE PURCHASE AND SALE AGREEMENT AND A TERM SHEET FOR THE ACQUISITION AND REDEVELOPMENT OF REAL ESTATE WITHIN THE DOWNTOWN TIF DISTRICT (HURLEY, THORNE AND ATHAR PARCELS)**

Ordinance O-03-2009 was presented for passage.

Alderman Regan moved to approve item **8a. O-03-2009 – An Ordinance Approving a Real Estate Purchase and Sale Agreement and a Term Sheet for the Acquisition and Redevelopment of**

**Real Estate within the Downtown TIF District (Hurley, Thorne and Athar Parcels).** Alderman Rose seconded.

City Manager Borchert stated item **8a. O-03-2009 – An Ordinance Approving a Real Estate Purchase and Sale Agreement and a Term Sheet for the Acquisition and Redevelopment of Real Estate within the Downtown TIF District (Hurley, Thorne and Athar Parcels)** is a result of six (6) months of work between DevCom, City staff and City Council reviewing the need to develop CBD and the need for parking, which cannot be fulfilled without a developer. He stated the ordinance provides for the Thorne property to be purchased by DevCom, relocation of the tenants and the development of a mixed use retail and a city parking deck. The City will provide the capital. Retail will be built and managed by DevCom.

The Hurley property was purchased by DevCom for the City to purchase the Hurley property for parking. The City is willing to work with the neighbors on Larch Ave. He stated a cul-de-sac could be a solution.

Alderman She had a question on the term sheet, 5c.

City Manager Borchert explained the City provides capital to DevCom and City will receive a 4.75% interest rate from DevCom. The property will be vacated and developed with the City having oversight on the parking structure and DevCom on the retail.

Alderman Shea stated it sounds like the City is paying for the retail.

City Manager Borchert replied that until the developer can fill it, the City will own and control it. City builds the structure and the private side will buy the retail from the City.

Discussion ensued.

Alderman Gow stated that item 5f on page 2 is a good idea, but not listed in the term agreement document.

City Manager Borchert stated that it does not commit the City but the City can process a request for that conditional use.

Alderman Bram, regarding item 5d on page 2, the purchase questioned the "cold dark shell".

Discussion ensued regarding the City's payment of first floor retail.

Alderman Szczepaniak stated that the agreement states the City will be using Arco/Murray. Council was verbally told the City would go with competing quotes. Alderman Szczepaniak asked for cost verification.

Mayor Marcucci replied they haven't been presented with costs.

Discussion ensued.

Alderman Szczepaniak commented that he doesn't agree with the formula. This should have gone through the RFP process.

Discussion ensued.

Alderman Gutenkauf moved to strike page 2, 5f of the term sheet. Alderman Moriarty seconded.

Alderman Morley asked City Manager Borchert to clarify the height.

City Manager Borchert replied this block would be the highest in the CBD but it doesn't commit City to anything.

Alderman Regan stated this is a step to the vision we have for Elmhurst.

Alderman Rose asked if this amendment affects the developer.

Discussion ensued regarding the amendment to the main motion.

Alderman Hipskind was excused from the meeting at 9:39 p.m.

Mayor Marcucci called for the vote on the amendment to the main motion.

Roll call vote as follows:

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

Nays: Regan, Nybo

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

Alderman Lomnicki asked if the City should receive interest sooner than later rather than 2012, referring to the contract, page 1, item 3.

City Attorney Kubiesa replied that it will be monthly.

Alderman Lomnicki asked about exploring the possibility of applying for grants from Metra for commuter parking.

Mayor Marcucci replied that the City is always trying to apply for a grant with Metra for parking.

Alderman Lomnicki stated that the City needs to keep the residents on Larch in mind.

Alderman Gutenkauf asked when construction will begin.

City Manager Borchert the last lease in the office building expires on September 30, 2012.

Alderman Moriarty stated the City should put together a task force with the Larch residents so that their voices can be heard.

Mayor Marcucci stated normal procedure of the Planning and Zoning Commission is to hold a public hearing, at which time residents may voice their concerns.

Alderman Gutenkauf asked how the two properties will be managed. Alderman Gutenkauf stated that on page 3 of the term sheet, item 5h should state "begun", not "substantially completed".

Mayor Marcucci said to consider this change a scrivener's error.

Alderman Morley asked if we can talk about something that was said in Executive Session.

City Attorney Kubiesa replied that we cannot.

Alderman Morley reviewed the process that will be taken per the development agreement and Acro/Murray as the construction company.

Discussion ensued.

Alderman Morley point of information, what is the vote count needed for the ordinance to pass?

City Attorney Kubiesa replied that it would require a majority vote.

Roll call vote as follows:

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

Nays: Szczepaniak

Results: 11 ayes, 1 nay, 2 absent  
Motion duly carried

#### **OTHER BUSINESS**

8. Alderman Szczepaniak asked if there is anything new on the flood plain and south Elmhurst.

Mayor Marcucci stated he is attending a meeting tomorrow with the stormwater committee. The

City of Elmhurst and Villages of Oak Brook and Villa Park have presented a letter to run a model from the last storm. This is an ongoing issue and yet to be resolved. The Mayor stated he would remain involved after his term.

**ANNOUNCEMENTS**

10. None.

**ADJOURNMENT**

11. Alderman Bram moved to adjourn the meeting. Aldermen Lomnicki seconded. Voice Vote. Motion carried. Meeting adjourned 10:15 p.m.

---

Thomas D. Marcucci, Mayor

---

Patty Spencer, City Clerk

CITY OF ELMHURST

ACCOUNTS PAYABLE SUMMARY SHEET

FEBRUARY 17, 2009

<u>CHECKS</u>	<u>REGULAR</u>	<u>INTERIM</u>	<u>TOTAL</u>
GENERAL FUND	\$266,741.53	\$102,596.92	\$369,338.45
LIBRARY FUND	316.78	-	316.78
REDEVELOPMENT	27,655.07	55,571.55	83,226.62
INDUSTRIAL DEVELOPMENT	116.67	983.91	1,100.58
RT 83 COMMERCIAL DEVELOPMENT	444.00	-	444.00
PUBLIC FACILITIES CONSTR	595.00	14,141.69	14,736.69
MUNICIPAL UTILITY FUND	313,533.27	4,610.13	318,143.40
PARKING REVENUE SYSTEM FUND	13,000.80	-	13,000.80
	<u>622,403.12</u>	<u>177,904.20</u>	<u>800,307.32</u>

FINANCE REVIEW

*Marilyn E. Boston*

CITY MANAGER REVIEW

*James O'Rourke*

TO THE CITY TREASURER,

THE PAYMENT OF THE ABOVE LISTED AMOUNTS HAS BEEN APPROVED BY THE CITY COUNCIL AT A MEETING HELD ON FEBRUARY 17, 2009 AND YOU ARE HEREBY AUTHORIZED TO PAY THEM FROM THE APPROPRIATE BUDGET ACCOUNT.

\_\_\_\_\_  
MAYOR

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



PREPARED 02/09/2009, 12:20:13 EXPENDITURE APPROVAL LIST  
 PROGRAM: GM339L AS OF: 02/17/2009 CHECK DATE: 02/19/2009  
 CITY OF ELMHURST, ILLINOIS  
 CITY BANK: 01

INVOICE NO	VENDOR NAME	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0007385	ADI	006520		01	02/17/2009	110-2008-413.40-31	VIDEO TRANSCEIVERS/CAMERA	416.49	
M8AV6602		006521		01	02/17/2009	110-2008-413.40-31	VIDEO TRANSCEIVERS/CAMERA	400.00	
N3RC0601									
0007472	AIRGAS NORTH CENTRAL	006230		01	02/17/2009	110-6047-512.40-98	SUPPLIES	816.49	
105917304								77.04	
0007611	ALAINA R KITCHINGS			01	02/17/2009	110-0000-115.07-01	320185	77.04	
MR Refund								25.00	
0000016	ALEXANDER EQPT CO INC	006661		01	02/17/2009	110-6043-434.50-08	BAR LIGHT/HELMET/CHAIN	223.96	
61643		006989		01	02/17/2009	110-6043-434.40-53	CHAIN/BLADES	377.45	
61733								601.41	
0016250	ALLIED GARAGE DOOR INC	006879		01	02/17/2009	110-5030-421.50-08	DOOR REPAIR	367.75	
000001395								367.75	
0000078	ALLIED WASTE SERVICES #551	006657		01	02/17/2009	510-6056-502.30-81	WASTE DISPOSAL	100.00	
0551-002416070								100.00	
0013770	ALPINE SAP, INC - CAROL STREAM	006283		01	02/17/2009	510-6050-501.30-52	RPZ TESTING	637.50	
5059		006732		01	02/17/2009	510-6050-501.30-52	RPZ TESTING	2,932.50	
5060								3,570.00	
0015928	ALTAMIRA PRESS/R&L	006515		01	02/17/2009	110-7060-451.60-51	SUBSCRIPTION	99.00	
13705-R1								99.00	
0006621	ALTEC INDUSTRIES, INC.	006423		01	02/17/2009	110-6047-512.50-16	TRK/PARTS PW90	16.43	
9442137								16.43	
0006564	ANDERSON, CARL A & SONS	006708		01	02/17/2009	110-6042-433.30-72	SNOW REMOVAL	13,020.00	
281205		006709		01	02/17/2009	110-6042-433.30-72	SNOW REMOVAL	4,324.00	
290102								17,344.00	
0017737	ANDERSON, JANICE S	006723		01	02/17/2009	110-0000-316.00-00	TRANSFER STAMP REFUND	427.50	
24784								427.50	
0016852	ARBOR DAY FOUNDATION							427.50	

EXPENDITURE APPROVAL LIST  
 AS OF: 02/17/2009 CHECK DATE: 02/19/2009

PREPARED 02/09/2009, 12:20:13  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS  
 CITY

BANK: 01

INVOICE NO	VENDOR NAME	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0016852	ARBOR DAY FOUNDATION	006339		01	02/17/2009	110-6040-431.60-37	MEMBERSHIP	25.00	
840-036-5010									
0012722	ARMOR SYSTEMS CORP	006946		01	02/17/2009	530-0088-503.30-09	PARKING COLLECTIONS	2,116.50	
1601									
0000039	ARROW UNIFORM						VENDOR TOTAL *	2,116.50	
06-366804		006413		01	02/17/2009	110-6041-432.40-62	UNIFORM SUPPLIES	115.91	
06-369280		006724		01	02/17/2009	110-6041-432.40-62	UNIFORM SUPPLIES	106.92	
06-366804		006414		01	02/17/2009	510-6052-501.40-62	UNIFORM SUPPLIES	115.92	
06-369280		006725		01	02/17/2009	510-6052-501.40-62	UNIFORM SUPPLIES	106.91	
0007161	ASSOCIATED TIRE & BATTERY CO, INC						VENDOR TOTAL *	445.66	
4297113		006646		01	02/17/2009	110-6047-512.50-16	PARTS/SUPPLIES	102.24	
430187		006993		01	02/17/2009	110-6047-512.50-16	PARTS/SUPPLIES	164.40	
0000095	AT & T MOBILITY						VENDOR TOTAL *	266.64	
827125944X01252006334				01	02/17/2009	110-4020-422.30-75	MONTHLY PHONE	159.42	
827125944X01252006333				01	02/17/2009	110-5030-421.30-75	MONTHLY PHONE	165.36	
0012277	AT&T						VENDOR TOTAL *	324.78	
63094131383002		006548		01	02/17/2009	110-1001-411.30-75	MONTHLY PHONE	13.57	
63022613552388		006212		01	02/17/2009	110-4020-422.30-75	MONTHLY PHONE	230.61	
63094177983665		006546		01	02/17/2009	110-4020-422.30-75	MONTHLY PHONE	97.99	
63094112299292		006549		01	02/17/2009	110-5030-421.30-75	MONTHLY PHONE	31.45	
63083402982045		006407		01	02/17/2009	110-6040-431.30-75	MONTHLY PHONE	85.62	
63083313263643		006213		01	02/17/2009	110-7060-451.30-75	MONTHLY PHONE	125.11	
70822611762223		006337		01	02/17/2009	110-7060-451.30-98	MONTHLY PHONE	86.82	
70822611739932		006406		01	02/17/2009	510-6052-501.30-75	MONTHLY PHONE	193.70	
63094131383002		006547		01	02/17/2009	510-6055-502.30-75	MONTHLY PHONE	13.56	
0011146	AT&T GLOBAL SERVICES, INC						VENDOR TOTAL *	878.43	
1L755177		006517		01	02/17/2009	110-2008-413.50-25	ANNUAL MAINT	864.00	
0000045	ATLAS BOBCAT INC						VENDOR TOTAL *	864.00	
885315		006930		01	02/17/2009	110-6047-512.50-16	TRK/PARTS PW41	91.32	
0010170	ATOMIC TRANSMISSIONS						VENDOR TOTAL *	91.32	
78515		006559		01	02/17/2009	110-6047-512.50-02	AUTO/PARTS E-7	1,088.50	
0003704	AUTO TRUCK GROUP						VENDOR TOTAL *	1,088.50	

BANK: 01

VEND NO INVOICE	VENDOR NAME VOUCHER P.O. NO NO	BNK NO	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0003704	AUTO TRUCK GROUP						
381581	006424	01	02/17/2009	110-6042-433.50-16	TRK/PARTS PW15	129.00	
382947	006929	01	02/17/2009	110-6042-433.50-16	ADAPTER BUSHING/COUPLER	125.00	
					VENDOR TOTAL *	254.00	
0017359	BANK OF AMERICA						
389413439	006258	01	02/17/2009	110-2006-413.30-05	QUARTERLY FEES	306.89	
389413439	006259	01	02/17/2009	210-8070-452.30-05	QUARTERLY FEES	69.75	
389413439	006260	01	02/17/2009	510-6050-501.30-05	QUARTERLY FEES	44.18	
389413439	006261	01	02/17/2009	510-6055-502.30-05	QUARTERLY FEES	44.18	
					VENDOR TOTAL *	465.00	
0017711	BANK OF AMERICA						
0008752322	006254	01	02/17/2009	110-2006-413.30-05	MONTHLY ANALYSIS FEES	90.91	
0008752322	006255	01	02/17/2009	210-8070-452.30-05	MONTHLY ANALYSIS FEES	20.66	
0008752322	006256	01	02/17/2009	510-6050-501.30-05	MONTHLY ANALYSIS FEES	13.08	
0008752322	006257	01	02/17/2009	510-6055-502.30-05	MONTHLY ANALYSIS FEES	13.08	
					VENDOR TOTAL *	137.73	
0016529	BARNES DISTRIBUTION						
0422692001	007021	01	02/17/2009	110-6047-512.50-16	SUPPLIES	974.48	
					VENDOR TOTAL *	974.48	
0013718	BENES, JAMES J, & ASSOCS, INC						
1091.100	006973	01	02/17/2009	110-6040-431.30-26	PROF ENG SVCS	558.07	
1091.110	006974	01	02/17/2009	110-6040-431.30-26	PROF ENG SVCS	398.62	
1091.124	006975	01	02/17/2009	110-6040-431.30-26	PROF ENG SVCS	227.01	
1091.140	006976	01	02/17/2009	110-6040-431.30-26	PROF ENG SVCS	79.72	
1091.142	006977	01	02/17/2009	110-6040-431.30-26	PROF ENG SVCS	239.17	
1091.144	006978	01	02/17/2009	110-6040-431.30-26	PROF ENG SVCS	876.96	
1091.155	006979	01	02/17/2009	110-6040-431.30-26	PROF ENG SVCS	482.40	
1091.159	006980	01	02/17/2009	110-6040-431.30-26	PROF ENG SVCS	79.72	
1091.161	006981	01	02/17/2009	110-6040-431.30-26	PROF ENG SVCS	159.45	
1091.162	006982	01	02/17/2009	110-6040-431.30-26	PROF ENG SVCS	1,036.41	
1277.000	006979	01	02/17/2009	310-0089-461.80-24	PROF ENG SVCS	413.42	
					VENDOR TOTAL *	4,550.95	
0013075	BERKELEY TRUCKING INC						
34797	007052	01	02/17/2009	110-6041-432.30-81	SPOILS HAULED	9,435.00	
34795	006803	01	02/17/2009	110-6042-433.30-72	SNOW REMOVAL	4,802.50	
34794	007005	01	02/17/2009	110-6042-433.30-72	SNOW REMOVAL	4,207.50	
34786	006542	01	02/17/2009	510-6052-501.40-57	STONE	2,916.67	
34796	006804	01	02/17/2009	510-6052-501.40-57	STONE	4,738.63	
					VENDOR TOTAL *	26,100.30	
0000061,	BERKHEIMER CO INC, G W						
887250	006742	01	02/17/2009	510-6057-502.50-01	HEATER REPAIR	186.55	
					VENDOR TOTAL *	186.55	
0010507	BEST QUALITY CLEANING INC						

BANK: 01

VEND NO	VENDOR NAME	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0010307	BEST QUALITY CLEANING INC								
32532	006698	01			02/17/2009	110-6046-418.30-14	CLEANING SVCS	6,509.00	
32533	006699	01			02/17/2009	110-6046-418.30-14	CLEANING SVCS	150.00	
32535	006700	01			02/17/2009	110-6046-418.30-14	CLEANING SVCS	95.00	
32532	006701	01			02/17/2009	510-6057-502.30-14	CLEANING SVCS	339.00	
32534	006702	01			02/17/2009	510-6057-502.30-14	CLEANING SVCS	625.00	
							VENDOR TOTAL *	7,718.00	
0004627	BISHOP, JANET								
JAN-DEC 2008	006591	01			02/17/2009	110-0000-313.03-03	UTILITY TAX REBATE	14.20	
JAN-DEC 2008	006592	01			02/17/2009	110-0000-313.01-01	UTILITY TAX REBATE	17.68	
JAN-DEC 2008	006593	01			02/17/2009	110-0000-313.02-02	UTILITY TAX REBATE	10.49	
JAN-DEC 2008	006594	01			02/17/2009	110-0000-260.02-00	UTILITY TAX REBATE	4.50	
							VENDOR TOTAL *	46.87	
0016295	BONNELL INDUSTRIES INC								
0118113-IN	006425	01			02/17/2009	110-6042-433.50-16	TRK/PARTS PW66	13.16	
0118114-IN	006426	01			02/17/2009	110-6042-433.50-16	STOCK	151.85	
0117771-IN	006427	01			02/17/2009	110-6042-433.50-16	CUTTING EDGES	487.00	
0117770-IN	006428	01			02/17/2009	110-6042-433.50-16	CUTTING EDGES	389.25	
0117968-IN	006429	01			02/17/2009	110-6042-433.50-16	PLOW PARTS	492.84	
0117218-IN	006430	01			02/17/2009	110-6042-433.50-16	STOCK	347.91	
0117769-IN	006556	01			02/17/2009	110-6042-433.50-16	CUTTING EDGES	519.00	
0117772-IN	006557	01			02/17/2009	110-6042-433.50-16	TRK/PARTS PW39	534.44	
0118112-IN	006558	01			02/17/2009	110-6042-433.50-16	TRK/PARTS PW73/STOCK	740.38	
							VENDOR TOTAL *	3,675.83	
0015915	BORDEN DECAL CO								
00076705	006710	01			02/17/2009	110-6040-431.40-65	VEHICLE LICENSE DECALS	6,204.20	
							VENDOR TOTAL *	6,204.20	
0007611	BRIAN I BUEHLING								
MR Refund	MR	01			02/17/2009	110-0000-115.07-01	60209542	25.00	
							VENDOR TOTAL *	25.00	
0001899	BRISTOL HOSE & FITTING MAIN WAREHOUSE								
00207361	006434	01			02/17/2009	110-6042-433.50-16	TRK/PARTS PW76	179.07	
00207346	006431	01			02/17/2009	110-6047-512.50-16	TRK/PARTS PW74	186.55	
00207101	006432	01			02/17/2009	110-6047-512.50-16	TRK/PARTS PW166/STOCK	36.52	
00207262	006433	01			02/17/2009	110-6047-512.50-16	TRK/PARTS PW166	32.92	
00207176	006555	01			02/17/2009	110-6047-512.50-16	TRK/PARTS PW34	616.13	
00207947	006923	01			02/17/2009	110-6047-512.50-16	STOCK	18.45	
00207703	006924	01			02/17/2009	110-6047-512.50-16	TRK/PARTS PW116	217.90	
00207793	006925	01			02/17/2009	110-6047-512.50-16	TRK/PARTS PW25	65.47	
00208128	006926	01			02/17/2009	110-6047-512.50-16	TRK/PARTS PW74	55.54	
00208129	006927	01			02/17/2009	110-6047-512.50-16	TRK/PARTS PW74	29.10	
00208201	006928	01			02/17/2009	110-6047-512.50-16	TRK/PARTS PW25	158.45	
							VENDOR TOTAL *	1,596.10	



PREPARED 02/09/2009, 12:20:13 EXPENDITURE APPROVAL LIST AS OF: 02/17/2009 CHECK DATE: 02/19/2009  
 PROGRAM: GM339L CITY OF ELMHURST, ILLINOIS CITY BANK: 01

VEND NO INVOICE NO	VENDOR NAME VOUCHER P.O. NO NO	BNK NO	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0008467 466877	CERTIFIED LABORATORIES 006438	01	02/17/2009	110-6047-512.40-34	SPRAY LUBE	436.95	
0014200 102047153	CHICAGO INTL TRUCKS, LLC 086574	01	02/17/2009	110-6047-512.50-16	TRK/PARTS PW14	34.13	
0014402 300291	CHICAGO PARTS & SOUND LLC 006412	01	02/17/2009	110-6047-512.40-34	OIL	34.13	
0017042 4006	CLOSED CIRCUIT INNOVATIONS 007040	01	02/17/2009	110-5030-421.30-98	MONTHLY MAINT FEE	269.88	
0000112 0378162506	COCA-COLA BOTTLING CO 006252	01	02/17/2009	110-1001-411.60-98	VENDING MACHINE REFILL	395.00	
0017730 SER #WD080811	COM ED - NEW BUSINESS 006697	01	02/03/2009	382-0000-463.80-35	FIRE STA 2 NEW ELECTRIC	101.42	14,141.69
0017734 562886	COMARK DISTRIBUTING, INC 006597	01	02/17/2009	110-4022-423.80-23	ASTRON POWER SUPPLIES	1,169.85	
0009478 T0921750	COMMUNICATION REVOLVING FUND 006332	01	02/17/2009	110-5030-421.30-27	LEASED CIRCUIT	877.39	
0006771 711-45533	CUMMINS/MPower LLC 006439	01	02/17/2009	110-6047-512.50-16	TRK/PARTS F-2	330.50	
0006111 12/08-12/19/08 006291 12/08-12/19/08 006292	CUZZONE, ANTHONY A - PD 006291 006292	01 01	02/17/2009 02/17/2009	110-5030-421.60-05 110-5030-421.60-11	EXPENSE REIMBURSEMENT EXPENSE REIMBURSEMENT	176.00 108.88	
0013620 22956	DAY & ROBERT PC 007046	01	02/17/2009	310-0089-461.30-52	PROFESSIONAL SVCS	70.50	
0014288 01/26/09	DENNY, DAVID S 006388	01	01/29/2009	110-6040-431.60-37	CDL REIMBURSEMENT	123231	50.00
0000556	DIETZLER CONST CORP				VENDOR TOTAL *	.00	50.00

PREPARED 02/09/2009, 12:20:13 EXPENDITURE APPROVAL LIST AS OF: 02/17/2009 CHECK DATE: 02/19/2009  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS  
 CITY BANK: 01

VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	BANK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0000556	DIETZLER CONST CORP								
1371	006938	01	02/17/2009		110-6042-433.40-47	SAND	523.47		
1370	006939	01	02/17/2009		110-6042-433.40-47	SAND	519.93		
1352	006940	01	02/17/2009		110-6042-433.40-47	SAND	1,108.53		
0010805	DISPATCH AUTOMOTIVE INC								
190994	006571	01	02/17/2009		110-6047-512.50-16	TRK/PARTS PW61	2,151.93		
0009400	DUPAGE COUNTY CHIEFS OF POLICE ASSN								
2/26/09	006888	01	02/06/2009		110-5030-421.60-11	MEETING REGISTRATION	135.00		
2/26/09	006889	01	02/06/2009		110-5030-421.60-11	MEETING REGISTRATION	CHECK #: 123237	20.00	
2/26/09	006890	01	02/06/2009		110-5030-421.60-11	MEETING REGISTRATION	CHECK #: 123237	20.00	
0000833	DUPAGE COUNTY EMERGENCY								
3/14/09	006893	01	02/06/2009		110-4022-423.60-11	MEETING REGISTRATIONS	90.00	60.00	
0007246	DUPAGE COUNTY TREASURER-IT								
5791	007034	01	02/17/2009		110-5030-421.30-27	MONTHLY SVC	250.00	90.00	
0012179	DUPAGE JUVENILE OFFICERS ASSN								
2/25/09	006384	01	01/29/2009		110-5030-421.60-11	FEB MEETING REGISTRATION	250.00		
2/25/09	006385	01	01/29/2009		110-5030-421.60-11	FEB MEETING REGISTRATION	CHECK #: 123229	15.00	
0000165	DUPAGE MAYORS & MANAGERS CONFERENCE								
5597	007047	01	02/17/2009		110-1001-411.60-11	DINNER MEETING	165.00	30.00	
0000169	DUPAGE WATER COMMISSION								
8100	006707	01	02/17/2009		510-6050-501.90-90	FIXED COST ASSESSMENT	165.00		
8100	006706	01	02/17/2009		510-6051-501.30-20	WATER CONSUMPTION	29,037.52		
0009586	DUTCH VALLEY LANDSCAPING INC								
14645	006419	01	02/17/2009		110-6043-434.30-78	TREE WASTE DISPOSAL	179,178.76		
14654	006987	01	02/17/2009		110-6043-434.30-78	WOODCHIPS DISPOSAL	208,216.28		
0009707	E J EQUIPMENT INC								
SM1296A	006544	01	02/17/2009		510-6050-501.60-11	TRAINING SOFTWARE	4,860.00		
0031051	006543	01	02/17/2009		510-6056-502.40-98	BULBS	2,890.00		
0010602	EASYLINK SERVICES CORP								
							2,962.72		

BANK: 01

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

0010602	EASYLINK SERVICES CORP	007033	01	02/17/2009	110-5030-421.30-98	MONTHLY SVC		6.23	
0014731	ECS	006952	01	02/17/2009	110-1001-411.20-07	VENDOR TOTAL *		6.23	
08-3048		006949	01	02/17/2009	110-4020-422.20-07	CHECKS/BANKING FEE		.48	
08-3048		006953	01	02/17/2009	110-4020-422.20-07	W/C CLAIM		130.00	
08-3048		006948	01	02/17/2009	110-5030-421.20-07	CHECKS/BANKING FEE		25.68	
08-3048		006954	01	02/17/2009	110-5030-421.20-07	W/C CLAIM		830.00	
08-3048		006950	01	02/17/2009	110-6040-431.20-07	CHECKS/BANKING FEE		25.80	
08-3048		006955	01	02/17/2009	110-6040-431.20-07	W/C CLAIM		130.00	
08-3048		006956	01	02/17/2009	110-6050-501.20-07	CHECKS/BANKING FEE		49.68	
08-3048		006951	01	02/17/2009	510-6055-502.20-07	CHECKS/BANKING FEE		3.24	
08-3048		006957	01	02/17/2009	510-6055-502.20-07	W/C CLAIM		130.00	
						CHECKS/BANKING FEE		15.12	

0017385	EDEN BROTHERS	006651	01	02/17/2009	510-6052-501.30-52	VENDOR TOTAL *		1,340.00	
200600421		006652	01	02/17/2009	510-6052-501.30-52	LEAK LOCATION SVCS		395.00	
200600422		006653	01	02/17/2009	510-6052-501.30-52	LEAK LOCATION SVCS		395.00	
200600430		006654	01	02/17/2009	510-6052-501.30-52	LEAK LOCATION SVCS		395.00	

0000177	ELMHURST CHAMBER OF COMMERCE	006529	01	02/17/2009	110-5030-421.60-37	MEMBERSHIP		50.00	
2009						VENDOR TOTAL *		1,580.00	

0014621	ELMHURST CLAIMS ACCOUNT - CLAIM SVC	006904	01	02/06/2009	110-4020-422.20-07	SELF-INSURED LOSS FUND		50.00	
7504366944		006210	01	02/17/2009	110-5030-421.20-07	SELF-INSURED LOSS FUND	CHECK #:	123240	86,261.31
7504366944		006905	01	02/06/2009	110-5030-421.20-07	SELF-INSURED LOSS FUND	CHECK #:	1,804.95	
7504366944		006907	01	02/06/2009	110-6040-431.20-07	SELF-INSURED LOSS FUND	CHECK #:	123240	768.60
7504366944		006211	01	02/17/2009	510-6050-501.20-07	SELF-INSURED LOSS FUND	CHECK #:	123240	8,914.41
7504366944		006909	01	02/06/2009	510-6050-501.20-07	SELF-INSURED LOSS FUND	CHECK #:	2,098.26	266.61

0014698	ELMHURST CLAIMS ACCT (ALTERNATIVE)	006704	01	02/17/2009	110-0082-416.60-02	SELF INSURED LOSS FUND		3,903.21	
7504366944		006705	01	02/17/2009	110-0082-416.60-28	SELF INSURED LOSS FUND		3,636.00	
7504366944						VENDOR TOTAL *		4,786.00	

0010298	ELMHURST LINCOLN MERCURY	006440	01	02/17/2009	110-6047-512.50-16	TRK/PARTS PD-15		8,422.00	
434407		006441	01	02/17/2009	110-6047-512.50-16	TRK/PARTS PD-9		486.31	
434280		006442	01	02/17/2009	110-6047-512.50-16	TRK/PARTS PD-9		48.71	
434279		006443	01	02/17/2009	110-6047-512.50-16	RETURNED MERCHANDISE		152.34	
434346		006915	01	02/17/2009	110-6047-512.50-16	AUTO/PARTS E-17		102.66	
434565		006916	01	02/17/2009	110-6047-512.50-16	AUTO/PARTS E-17		65.63	
434622						VENDOR TOTAL *		50.25	

BANK: 01

INVOICE NO	VENDOR NAME	VOUCHER NO	P.O. NO	BANK	CHECK/DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0010298	ELMHURST LINCOLN MERCURY								
434623	006917	01	02/17/2009		110-6047-512.50-16	AUTO/PARTS E-8	50.25		
434723	007022	01	02/17/2009		110-6047-512.50-16	TRK/PARTS PW66	550.78		
0017736	ELMHURST ONE, LLC						VENDOR TOTAL *	1,301.61	
615 S. CEDAR	006539	01	02/17/2009		110-6041-432.30-70	SIDEWALK REPLACEMENT	1,795.00		
0000193	ELMHURST POSTMASTER-PERMIT 47						VENDOR TOTAL *	1,795.00	
1/23/09	006328	01	01/27/2009		510-6050-501.30-49	WATER BILLS/MAILING	CHECK #: 122965	1,800.00	
1/23/09	006329	01	01/27/2009		510-6055-502.30-49	SEWER BILLS/MAILING	CHECK #: 122965	1,800.00	
0014580	ENGLEWOOD ELECTRIC SUPPLY CO						VENDOR TOTAL *	.00	
094335	006753	01	02/17/2009		510-6056-502.50-11	PUMP REPAIR	89.21		
0017007	FACILITY SOLUTIONS GROUP						VENDOR TOTAL *	89.21	
1623917-01	006227	01	02/17/2009		110-6044-435.40-26	LAMPS	169.86		
1627835-00	006226	01	02/17/2009		110-6046-418.50-01	LAMPS	339.36		
1623917-00	006228	01	02/17/2009		110-6046-418.50-01	LAMPS	17.71		
0012480	FELLER & SONS INC						VENDOR TOTAL *	526.93	
320239	006274	01	02/17/2009		110-0083-443.60-48	SUPPLIES	56.90		
320538	006947	01	02/17/2009		110-0083-443.60-48	PAPER SUPPLIES	94.00		
320239	006273	01	02/17/2009		110-2006-413.40-33	SUPPLIES	11.89		
0000685	FIFTH THIRD BANK						VENDOR TOTAL *	162.79	
09110020476	006327	01	01/27/2009		310-0089-461.90-01	LINE OF CR INTEREST PYMNT	CHECK #: 123964	55,571.55	
09110020476	006326	01	01/27/2009		320-0090-462.90-01	LINE OF CR INTEREST PYMNT	CHECK #: 123964	983.91	
0015916	FIFTH THIRD BANK - PROCUREMENT CARD						VENDOR TOTAL *	.00	
01/15/2009	006450	01	01/29/2009		110-1003-412.30-52	RET*MATTHEW BENDER & CO	CHECK #: 123232	176.31	
01/15/2009	006451	01	01/29/2009		110-1003-412.30-52	AMAZON.COM	CHECK #: 123232	80.11	
01/15/2009	006452	01	01/29/2009		110-1003-412.30-52	AMAZON.COM	CHECK #: 123232	540.70	
01/15/2009	006453	01	01/29/2009		110-1003-412.30-52	AMAZON.COM	CHECK #: 123232	78.62	
01/15/2009	006454	01	01/29/2009		110-1003-412.30-52	AMAZON.COM	CHECK #: 123232	157.22	
01/15/2009	006455	01	01/29/2009		110-1003-412.30-52	AMAZON.COM	CHECK #: 123232	77.12	
01/15/2009	006449	01	01/29/2009		110-2006-413.30-49	LEWIS SOFTWARE ASSOCIA	CHECK #: 123232	6.00	
01/15/2009	006456	01	01/29/2009		110-2007-413.60-11	ABEBOOKS.COM	CHECK #: 123232	17.52	
01/15/2009	006457	01	01/29/2009		110-2007-413.40-98	ABEBOOKS.COM	CHECK #: 123232	17.52	
01/15/2009	006458	01	01/29/2009		110-2007-413.60-11	ABEBOOKS.COM	CHECK #: 123232	4.99	
01/15/2009	006459	01	01/29/2009		110-2007-413.40-98	ABEBOOKS.COM	CHECK #: 123232	4.99	
01/15/2009	006460	01	01/29/2009		110-2007-413.60-11	ABEBOOKS.COM	CHECK #: 123232	4.95	
01/15/2009	006461	01	01/29/2009		110-2007-413.40-98	ABEBOOKS.COM	CHECK #: 123232	14.32	

PREPARED 02/09/2009, 12:20:13  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS  
 CITY

BANK: 01

VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	BK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	CHECK #	EFT OR HAND-ISSUED AMOUNT
0015916	FIFTH THIRD BANK -						PROCUREMENT CARD			
01/15/2009	006462	01	01/29/2009		110-2008-413.30-52	AIR ONE WIRELESS	123232	72.97		
01/15/2009	006463	01	01/29/2009		110-2008-413.50-23	NETWORK SOLUTIONS	123232	179.94		
01/15/2009	006465	01	01/29/2009		110-2008-413.40-16	FRYS ELECTRONICS 31	123232	75.59		
01/15/2009	006464	01	01/29/2009		110-5030-421.60-27	EBAY INC.	123232	19.90		
01/15/2009	006468	01	01/29/2009		110-6047-512.50-16	IL TOLLWAY-CALL CTR A	123232	84.60		
01/15/2009	006469	01	01/29/2009		110-7060-451.60-44	BOXWOODTECH	123232	440.57		
01/15/2009	006470	01	01/29/2009		110-7060-451.60-44	AMZ*AMAZON PAYMENTS	123232	116.00		
01/15/2009	006471	01	01/29/2009		110-7060-451.60-44	AMZ*AMAZON PAYMENTS	123232	23.06		
01/15/2009	006472	01	01/29/2009		110-7060-451.60-44	AMZ*AMAZON PAYMENTS	123232	30.94		
01/15/2009	006468	01	01/29/2009		510-6050-501.60-11	IL WATER ENV ASSN	123232	150.00		
01/15/2009	006466	01	01/29/2009		510-6057-502.40-98	SEARS.COM 9300	123232	296.76		
01/15/2009	006467	01	01/29/2009		510-6057-502.40-98	SEARS.COM 9300	123232	296.76		
0000648	FILTER RENU OF ILLINOIS, INC					VENDOR TOTAL *		.00		2,967.46
73654	006224	01	02/17/2009		110-6047-512.50-02	FILTERS RENEWED		71.48		
73606	006225	01	02/17/2009		110-6047-512.50-02	FILTERS RENEWED		161.54		
0017101	FIRE SERVICE, INC					VENDOR TOTAL *		233.02		
46	007023	01	02/17/2009		110-6047-512.50-16	TRK/PARTS F-2		804.18		
0006869	FISHER SCIENTIFIC					VENDOR TOTAL *		804.18		
3043327	006284	01	02/17/2009		510-6057-502.40-25	LAB SUPPLIES		268.09		
0005438	FLEET SAFETY SUPPLY					VENDOR TOTAL *		268.09		
46681	006444	01	02/17/2009		110-5030-421.80-06	SET UP NEW VEHICLE/PD-17		61.61		
46741	006445	01	02/17/2009		110-5030-421.80-06	SET UP NEW VEHICLE/PD-1		43.97		
46696	006446	01	02/17/2009		110-5030-421.80-06	SET UP NEW VEHICLE/PD-16,		75.50		
0000220	FLESH CO INC, GORDON					VENDOR TOTAL *		181.08		
0HE067	006307	01	02/17/2009		110-1001-411.30-21	COPIER MAINT		49.60		
0HE067	006308	01	02/17/2009		110-2006-413.30-21	COPIER MAINT		49.60		
0HE067	006303	01	02/17/2009		110-5030-421.30-21	COPIER MAINT		418.62		
0HF452	006330	01	02/17/2009		110-5030-421.30-21	COPIER MAINT		70.48		
0HE067	006309	01	02/17/2009		110-6040-431.30-21	COPIER MAINT		49.60		
0HE067	006304	01	02/17/2009		510-6050-501.30-21	COPIER MAINT		24.50		
0HE067	006305	01	02/17/2009		510-6055-502.30-21	COPIER MAINT		24.50		
0005844	FLINK SNOW PLOWS & SPREADERS					VENDOR TOTAL *		686.90		
32612	006914	01	02/17/2009		110-6042-433.50-16	TRK/PARTS PW116/STOCK		196.28		
0002222	FORESMAN, RICH					VENDOR TOTAL *		196.28		

EXPENDITURE APPROVAL LIST  
 AS OF: 02/17/2009 CHECK DATE: 02/19/2009

PREPARED 02/09/2009, 12:20:13  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS  
 CITY

BANK: 01

VENDOR NAME	VENDOR NO	VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
FORESMAN, RICH	0002222			01 02/17/2009	110-0086-453.30-52	CATV PROF SVCS	286.00	
	01/01-01/31/09	006854				VENDOR TOTAL *	286.00	
FORESTRY SUPPLIERS, INC	0005480			01 02/17/2009	110-6043-434.40-53	LANYARD/PW14	32.40	
	706602-00	006663				SHOE DRYER	116.24	
	701102-00	006662		01 02/17/2009	510-6052-501.40-98	VENDOR TOTAL *	148.64	
FRIEDMAN & CO, S B	0016717			01 02/17/2009	310-0089-461.30-52	PROFESSIONAL SVCS	5,919.95	
	8	006523				VENDOR TOTAL *	5,919.95	
FULLIFE SAFETY CENTER	0010732			01 02/17/2009	110-6043-434.40-98	SUPPLIES	126.00	
	10477	006647		01 02/17/2009	510-6052-501.40-98	SUPPLIES	21.60	
	10477	006648		01 02/17/2009	510-6052-501.40-98	VENDOR TOTAL *	147.60	
GALLAGHER MATERIALS, INC	0008274			01 02/17/2009	110-6041-432.40-02	ASPHALT	2,205.36	
	618330MB	006934				VENDOR TOTAL *	2,205.36	
GATEHOUSE MEDIA SUBURBAN NEWSPAPERS	0016266			01 02/17/2009	110-7060-451.60-51	SUBSCRIPTION	19.95	
	88888-015070	006944		01 02/17/2009	110-7060-451.60-51	VENDOR TOTAL *	19.95	
GENERAL MANUFACTURING INC	0009725			01 02/17/2009	110-6047-512.50-16	DROP LIGHTS	191.37	
	128,039	006474				VENDOR TOTAL *	191.37	
GLOBAL EQPT CO	0008235			01 02/17/2009	510-6057-502.40-98	PLASTIC SHELF BIN	42.95	
	102941026	006783		01 02/17/2009	510-6057-502.40-98	STEEL STORAGE CABINET	278.84	
	102946466	006785				VENDOR TOTAL *	321.79	
GRAINGER	0000242			01 02/17/2009	110-6041-432.40-98	SUPPLIES	46.47	
	9821514453	006216		01 02/17/2009	110-6041-432.40-98	SUPPLIES	21.48	
	9826015472	006685		01 02/17/2009	110-6043-434.40-98	SUPPLIES	46.47	
	9821514453	006217		01 02/17/2009	110-6043-434.40-98	SUPPLIES	21.48	
	9826015472	006686		01 02/17/2009	110-6044-435.40-98	SUPPLIES	21.48	
	9821514453	006218		01 02/17/2009	110-6044-435.40-98	SUPPLIES	21.48	
	9826015472	006687		01 02/17/2009	110-6044-435.40-53	CLAMP	105.93	
	9823925194	006997		01 02/17/2009	110-6044-435.40-98	CIRCUIT BREAKERS	46.48	
	9829285767	006998		01 02/17/2009	110-6046-418.40-98	SUPPLIES	21.48	
	9821514453	006219		01 02/17/2009	110-6046-418.40-98	SUPPLIES	56.40	
	9826015472	006688		01 02/17/2009	110-6047-512.40-98	SUPPLIES	46.48	
	9826015472	006684		01 02/17/2009	510-6052-501.40-98	SUPPLIES	46.48	
	9821514453	006220		01 02/17/2009	510-6052-501.40-98	SUPPLIES	21.48	
	9826015472	006689		01 02/17/2009	510-6052-501.40-98	SUPPLIES	21.48	

EXPENDITURE APPROVAL LIST  
 AS OF: 02/17/2009 CHECK DATE: 02/19/2009

PREPARED 02/09/2009, 12:20:13  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS  
 CITY

BANK: 01

VENDOR NAME	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0000242 GRAINGER			01	02/17/2009	510-6057-502.40-98	SUPPLIES	21.48	
9826015472 006690								
0011686 GRAND AUTO PARTS						VENDOR TOTAL *	1,550.97	
132023 006566	01			02/17/2009	110-5030-421.60-27	JUMPER CABLES/PD-29	109.00	
132479 007008	01			02/17/2009	110-6042-433.50-16	TRK/PARTS PW99A	13.68	
131611 006560	01			02/17/2009	110-6047-512.50-16	AUTO/PARTS E-7	7.00	
131624 006561	01			02/17/2009	110-6047-512.50-16	AUTO/PARTS E-7	27.00	
131734 006562	01			02/17/2009	110-6047-512.50-16	AUTO/PARTS E-7	6.73	
131751 006563	01			02/17/2009	110-6047-512.50-16	AUTO/PARTS E-7	25.24	
131973 006564	01			02/17/2009	110-6047-512.50-16	AUTO/PARTS E-7	116.32	
131981 006565	01			02/17/2009	110-6047-512.50-16	TRK/PARTS PD-49	271.07	
131891 006567	01			02/17/2009	110-6047-512.50-16	TRK/PARTS PW34	11.46	
131999 006568	01			02/17/2009	110-6047-512.50-16	STOCK	7.35	
131752 006569	01			02/17/2009	110-6047-512.50-16	FILTER WRENCH	8.53	
132084 006570	01			02/17/2009	110-6047-512.50-16	CORE CREDIT	13.20	
132424 007007	01			02/17/2009	110-6047-512.50-16	TRK/PARTS PW96	85.32	
132478 007009	01			02/17/2009	110-6047-512.50-16	TRK/PARTS PD-45	69.00	
132476 007010	01			02/17/2009	110-6047-512.50-16	AUTO/PARTS E-15	41.60	
132107 007011	01			02/17/2009	110-6047-512.50-16	AUTO/PARTS E-17	6.55	
0016856 GRANITO, FRANK						VENDOR TOTAL *	792.65	
01/01-01/31/09 006851	01			02/17/2009	110-0086-453.30-52	CATV PROF SVCS	126.75	
0014240 GRIZZLY INDUSTRIAL, INC						VENDOR TOTAL *	126.75	
5326047-01 006733	01			02/17/2009	510-6057-502.40-31	DRILL PRESS REPAIR	27.70	
0016085 GROVE & ASSOCS REPORTING						VENDOR TOTAL *	27.70	
D-1533880 006408	01			02/17/2009	110-0081-415.30-13	COURT REPORTING	330.90	
0000254 HACH CO						VENDOR TOTAL *	330.90	
6072508 006285	01			02/17/2009	510-6057-502.40-25	LAB SUPPLIES	116.63	
0000255 HAHN & ASSOCS, LTD						VENDOR TOTAL *	116.63	
MAR 2009 006798	01			02/17/2009	110-5030-421.30-48	SOCIAL SVCS	4,203.04	
0007611 HAROLD ERICKSON						VENDOR TOTAL *	4,203.04	
MR Refund MR	01			02/17/2009	110-0000-115.07-01	318847	25.00	
0005803 HARRISON, JONATHAN						VENDOR TOTAL *	25.00	
01/01-01/31/09 006853	01			02/17/2009	110-0086-453.30-52	CATV PROF SVCS	147.00	

BANK: 01

INVOICE NO	VENDOR NAME	VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0005803	HARRISON, JONATHAN							
0015904	HD SUPPLY WATERWORKS, LTD					VENDOR TOTAL *	147.00	
8480056	006223	01		02/17/2009	510-6052-501.40-51	SERVICE LINES	312.69	
0008340	HIGH PSI LTD					VENDOR TOTAL *	312.69	
100236	007012	01		02/17/2009	110-6047-512.50-16	WANDS	276.00	
0004939	HILLVIEW CUSTOM HOMES, INC					VENDOR TOTAL *	276.00	
433 MAPLE	006578	01		02/17/2009	110-6041-432.30-70	SIDEWALK REPAIR	448.88	
0000275	HOLIDAY CAMERA INC					VENDOR TOTAL *	448.88	
420098	007036	01		02/17/2009	110-5030-421.30-28	PHOTO PROCESSING	23.43	
420021	007037	01		02/17/2009	110-5030-421.30-28	PHOTO PROCESSING	26.88	
419977	007038	01		02/17/2009	110-5030-421.50-08	CAMERA REPAIR	100.00	
419982	007039	01		02/17/2009	110-5030-421.40-31	MEMORY CARDS	74.97	
0006864	HOME DEPOT 1919-NORTHLAKE					VENDOR TOTAL *	225.28	
014671/1011040	006288	01		02/17/2009	510-6057-502.50-01	SWITCH REPAIRS	31.44	
0012341	HOME DEPOT 1982-OAKBROOK TERR					VENDOR TOTAL *	31.44	
022787/3012743	006984	01		02/17/2009	110-6043-434.40-98	WOOD/WORKBENCH	121.22	
029595/6023296	006985	01		02/17/2009	110-6043-434.40-98	WOOD/WORKBENCH	65.40	
0015152	I A P E M					VENDOR TOTAL *	186.62	
01/29/2009	006530	01		02/17/2009	110-5030-421.60-37	MEMBERSHIP	75.00	
0000285	I D E S					VENDOR TOTAL *	75.00	
591015097	006249	01		02/17/2009	110-5030-421.20-08	4TH QUARTER UMEMPLOYMENT	369.00	
591015097	006250	01		02/17/2009	110-6040-431.20-08	4TH QUARTER UMEMPLOYMENT	5,621.00	
591015097	006251	01		02/17/2009	510-6055-502.20-08	4TH QUARTER UMEMPLOYMENT	4,895.00	
0007329	IKON OFFICE SOLUTIONS					VENDOR TOTAL *	10,885.00	
5010465705	006550	01		02/17/2009	110-2006-413.30-21	COPIER MAINT	269.14	
5010465705	006551	01		02/17/2009	110-2007-413.30-21	COPIER MAINT	261.21	
5010465705	006552	01		02/17/2009	110-3015-414.30-21	COPIER MAINT	261.21	
5010373204	006295	01		02/17/2009	110-5030-421.30-21	COPIER MAINT	381.91	
0011740	IL CENTURY NETWORK					VENDOR TOTAL *	1,173.47	

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
0011740		IL CENTURY NETWORK			01 02/17/2009	110-2008-413.30-52	INTERNET T1	310.00	
0031291-IN		006518							
0000973	993	IL FIRE CHIEFS ASSN - SKOKIE			01 02/17/2009	110-4020-422.60-37	MEMBERSHIP	310.00	
0001319		IL SEC OF STATE - VEHICLE SVCS					VENDOR TOTAL *	300.00	
PD-26		006215			01 02/17/2009	110-6047-512.60-55	STICKER RENEWAL	78.00	
PW115		006418			01 02/17/2009	110-6047-512.60-55	SINGLE PLATE REPLACEMENT	6.00	
PD-31		007042			01 02/17/2009	110-6047-512.60-55	PLATE RENEWAL	78.00	
0004301	47175	IL TOOL SERVICE			01 02/17/2009	110-6047-512.50-02	COMMERCIAL REPAIRS	59.00	
0015044	17045	INDUSTRIAL STEEL SERVICE CENTER INC			01 02/17/2009	110-6042-433.50-16	CURB SHOES	59.00	
0013660	30925	INFOTRACK INFORMATION SERVICES, INC			01 02/17/2009	110-2007-413.60-42	BACKGROUND CHECK	565.50	
0010731	130000223	INTERSTATE BATTERY SYSTEM OF			01 02/17/2009	110-6047-512.50-16	PARTS/SUPPLIES	129.00	
110000344		006576			01 02/17/2009	110-6047-512.50-16	PARTS/SUPPLIES	457.75	
0006372	62847	INTL ASSN FOR PROPERTY & EVIDENCE			01 02/17/2009	110-5030-421.60-37	MEMBERSHIP	927.50	
62876		006298			01 02/17/2009	110-5030-421.60-37	MEMBERSHIP	50.00	
0009823	1074841-IN	INTL CODE COUNCIL ACCTS RECEIVABLE			01 02/17/2009	110-4025-424.40-12	CODE ENFORCEMENT BOOK	100.00	
0015844	2009	INTL CODE COUNCIL-CERTIF. RENEWALS			01 02/17/2009	110-4025-424.60-37	CERTIFICATION RENEWAL	38.00	
0004452	JAN-DEC 2008	ISATA, MARY			01 02/17/2009	110-0000-313.03-03	UTILITY TAX REBATE	60.00	
JAN-DEC 2008		006587			01 02/17/2009	110-0000-313.01-01	UTILITY TAX REBATE	9.53	
JAN-DEC 2008		006588			01 02/17/2009	110-0000-313.02-02	UTILITY TAX REBATE	17.57	
JAN-DEC 2008		006589			01 02/17/2009	110-0000-260.02-00	UTILITY TAX REBATE	7.78	
JAN-DEC 2008		006590			01 02/17/2009	110-0000-260.02-00	UTILITY TAX REBATE	4.50	

BANK: 01

VEND NO	INVOICE NO	VENDOR NAME	VOUCHER P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0004452		ISAIA, MARY						
0011564	352	JOHNSON, RICK	006579	01 02/17/2009	510-6056-502.30-90	SEWER LINE REIMBURSEMENT	2,000.00	
						VENDOR TOTAL *	39.38	
0017723	01/26/2009	K I FURNISHINGS	006296	01 02/17/2009	110-7060-451.50-01	RUBBER FEET	2,000.00	
						VENDOR TOTAL *	24.00	
0000314		KALE UNIFORMS						
311923		006713		01 02/17/2009	110-5030-421.40-11	UNIFORM SUPPLIES	201.00	
311926		006714		01 02/17/2009	110-5030-421.40-11	UNIFORM SUPPLIES	60.95	
311924		006715		01 02/17/2009	110-5030-421.40-11	UNIFORM SUPPLIES	74.90	
311929		006716		01 02/17/2009	110-5030-421.40-11	UNIFORM SUPPLIES	104.97	
311928		006717		01 02/17/2009	110-5030-421.40-11	UNIFORM SUPPLIES	74.90	
311927		006718		01 02/17/2009	110-5030-421.40-11	UNIFORM SUPPLIES	74.90	
313996		007041		01 02/17/2009	110-5030-421.40-33	UNIFORM SUPPLIES	74.90	
						VENDOR TOTAL *	666.52	
0000323		KIEFT BROTHERS, INC - A/P						
149516		006655		01 02/17/2009	510-6056-502.40-29	SEWER REPAIRS	28.50	
149415		006656		01 02/17/2009	510-6056-502.40-29	SEWER REPAIRS	42.90	
						VENDOR TOTAL *	71.40	
0011896		KIMBALL MIDWEST						
949446		006911		01 02/17/2009	110-6042-433.50-16	SNOW PLOW PARTS	317.44	
949447		006912		01 02/17/2009	110-6042-433.50-16	SNOW PLOW PARTS	427.40	
931830		007024		01 02/17/2009	110-6042-433.50-16	PLOW NUTS/BOLTS	877.27	
949988		007025		01 02/17/2009	110-6042-433.50-16	RETURNED MERCHANDISE	344.00	
941503		006476		01 02/17/2009	110-6047-512.50-16	GRINDING DISC'S	61.57	
						VENDOR TOTAL *	1,339.68	
0015276		KING, DAVID & ASSOCS, INC						
3297		006792		01 02/17/2009	110-6046-418.60-69	MANAGEMENT FEES	1,562.88	
3295		006791		01 02/17/2009	310-0089-461.30-52	MANAGEMENT FEES	1,000.00	
						VENDOR TOTAL *	2,562.88	
0015660		KINGS POINT TRUCK LANE						
16056		006538		01 02/17/2009	110-6047-512.50-02	SAFETY TEST/PW32	25.00	
						VENDOR TOTAL *	25.00	
0016987		KMPARTS.COM, INC						
29139		006789		01 02/17/2009	510-6056-502.50-11	BREAKER HANDLE REPLACE	334.00	
						VENDOR TOTAL *	334.00	
0000331		KUBIESA, SPIROFF, GOSSELMAR						
45000-097M		006409		01 02/17/2009	110-0081-415.30-36	PROFESSIONAL SVCS	118.32	

EXPENDITURE APPROVAL LIST  
 AS OF: 02/17/2009 CHECK DATE: 02/19/2009

PREPARED 02/09/2009, 12:20:13  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS  
 CITY

BANK: 01

VENDOR NAME	VENDOR VOUCHER NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
KUBIESA, SPIROFF, GOSSELAR							
45000-095M	006858	01	02/17/2009	110-0081-415.30-36	PROFESSIONAL SVCS	159.47	
58010M	007053	01	02/17/2009	110-0081-415.30-16	PROFESSIONAL SVCS	442.00	
58010M	007054	01	02/17/2009	110-0081-415.30-19	PROFESSIONAL SVCS	7,152.00	
58010M	007055	01	02/17/2009	110-0081-415.30-44	PROFESSIONAL SVCS	1,094.00	
58010M	007056	01	02/17/2009	110-0081-415.30-36	PROFESSIONAL SVCS	9,064.00	
58010M	007059	01	02/17/2009	110-1003-412.30-36	PROFESSIONAL SVCS	2,618.00	
58010M	007058	01	02/17/2009	310-0089-461.30-52	PROFESSIONAL SVCS	11,680.50	
58010M	007057	01	02/17/2009	325-0092-465.30-52	PROFESSIONAL SVCS	444.00	
VENDOR TOTAL *						32,772.29	
LAFAYETTE INSTRUMENT CO INC							
LI038132	006214	01	02/17/2009	110-5030-421.40-31	POLYGRAPH MACHINE	3,000.00	
VENDOR TOTAL *						3,000.00	
LAKOTA GROUP							
07056-04	006577	01	02/17/2009	310-0089-461.80-24	PROFESSIONAL SVCS	1,945.70	
VENDOR TOTAL *						1,945.70	
LE DONNE TRUE VALUE							
841329	007006	01	02/17/2009	110-6047-512.50-16	TRK/PARTS PW199	88.56	
VENDOR TOTAL *						88.56	
LEACH ENTERPRISES, INC							
882969	006415	01	02/17/2009	110-6047-512.40-34	OIL/GREASE	302.40	
882969	006416	01	02/17/2009	110-6047-512.50-16	FILTERS	47.42	
882981	006417	01	02/17/2009	110-6047-512.50-16	STOCK	47.02	
883030	006575	01	02/17/2009	110-6047-512.50-16	FILTERS	132.99	
VENDOR TOTAL *						529.83	
LEN'S ACE HARDWARE							
78549/1	007013	01	02/17/2009	110-6047-512.50-16	TRK/PARTS PW99A	4.80	
VENDOR TOTAL *						4.80	
LEXISNEXIS							
103874020090131006720		01	02/17/2009	110-5030-421.30-98	MONTHLY FEE	542.00	
VENDOR TOTAL *						542.00	
LHA/WORLD INC							
0007702	006983	01	02/17/2009	110-0094-454.60-45	CHANGES/RESTAURANT GUIDE	125.00	
VENDOR TOTAL *						125.00	
LILJEBERG, GLEN R.							
01/01-01/31/09 006855		01	02/17/2009	110-0086-453.30-52	CATV PROF SVCS	935.25	
VENDOR TOTAL *						935.25	
LINDCO EQPT SALES							
0011081							
20090091-P	006535	01	02/17/2009	110-6042-433.50-16	TRK/PARTS PW75	678.64	
20090092-P	006536	01	02/17/2009	110-6042-433.50-16	TRK/PARTS PW169	2,798.47	

PREPARED 02/09/2009, 12:20:13  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS  
 CITY

EXPENDITURE APPROVAL LIST  
 AS OF: 02/17/2009 CHECK DATE: 02/19/2009

BANK: 01

INVOICE NO	VENDOR NAME	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0011081	LINDCO EQPT SALES								
20090094-P	006537	01	02/17/2009			110-6042-433.50-16	STOCK	810.68	
20090120-P	006908	01	02/17/2009			110-6042-433.50-16	TRK/PARTS PW75	131.00	
20090173-P	007026	01	02/17/2009			110-6042-433.50-16	TRK/PARTS PW169,PW75	649.72	
0017739	LOUIS ARMSTRONG HOUSE MUSEUM						VENDOR TOTAL *	5,068.51	
2/24/09	006910	01	02/06/2009			110-7060-451.60-44	EXHIBIT LOAN FEE	123241	1,110.00
0006582	LUND INDUSTRIES, INC						VENDOR TOTAL *	.00	
59082	006478	01	02/17/2009			110-4020-422.40-98	RESTOCKING SUPPLIES	45.50	
59082	006477	01	02/17/2009			110-5030-421.80-06	SET UP NEW VEHICLES/PD-3,	45.50	
0000617	M & M REPORTING, INC						VENDOR TOTAL *	91.00	
43608	006585	01	02/17/2009			110-3015-414.30-13	COURT REPORTING	478.00	
43609	006586	01	02/17/2009			110-3015-414.30-13	COURT REPORTING	1,822.25	
0007176	MCCANN INDUSTRIES INC						VENDOR TOTAL *	2,300.25	
07100430	006479	01	02/17/2009			110-6047-512.50-16	TRK/PARTS PW22	271.23	
07100253	006480	01	02/17/2009			110-6047-512.50-16	TRK/PARTS PW166	46.64	
07100290	006481	01	02/17/2009			110-6047-512.50-16	TRK/PARTS PW94	3.38	
07100381	006482	01	02/17/2009			110-6047-512.50-16	TRK/PARTS PW94	124.79	
06031627	006906	01	02/17/2009			110-6047-512.50-16	TRK/PARTS PW166	101.84	
0002941	MCMMASTER-CARR SUPPLY CO						VENDOR TOTAL *	547.88	
20373336	006999	01	02/17/2009			110-2008-413.80-98	DRILL BITS	289.46	
20272267	006903	01	02/17/2009			110-6042-433.50-16	CPVC BALL VALVE	29.89	
17681166	006231	01	02/17/2009			110-6044-435.40-98	BROADCAST SPREADER	98.80	
20188343	006512	01	02/17/2009			110-7060-451.60-44	EXHIBIT SUPPLIES	59.29	
20074039	006232	01	02/17/2009			510-6056-502.50-10	RADIO TELEMETRY PROJECT	168.14	
0017725	MEGGITT TRAINING SYSTEM						VENDOR TOTAL *	645.58	
INV-0038459	006293	01	02/17/2009			110-5030-421.30-98	RANGE MAINT	549.00	
0000366	MEL'S ACE HARDWARE						VENDOR TOTAL *	549.00	
408659/4	006740	01	02/17/2009			110-4020-422.40-98	GLUE/NOZZLE/BRUSH	10.32	
408619/4	006864	01	02/17/2009			110-6041-432.40-98	CONNECTORS	6.74	
408506/4	006863	01	02/17/2009			110-6042-433.40-98	RAIN-X COATING	15.72	
408647/4	006660	01	02/17/2009			110-6043-434.40-98	SUPPLIES	22.48	
408700/4	006986	01	02/17/2009			110-6043-434.40-53	HACK SAW	14.39	
408590/4	006658	01	02/17/2009			510-6052-501.40-98	WATER SVC REPAIRS	56.04	
408425/4	006659	01	02/17/2009			510-6052-501.40-98	TORCH TRIGGER	38.69	
408558/4	006736	01	02/17/2009			510-6057-502.50-01	TOILET REPAIR	19.77	

PREPARED 02/09/2009, 12:20:13  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS  
 CITY

EXPENDITURE APPROVAL LIST  
 AS OF: 02/17/2009 CHECK DATE: 02/19/2009

BANK: 01

VEND NO	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0000366	MEL'S ACE HARDWARE								
0017680	METRO NORTH INDUSTRIAL TIRE & SPPLY						VENDOR TOTAL *	184.15	
62130	006483	01	02/17/2009		110-6047-512.50-20		TIRES/PD-43	202.76	
62230	006902	01	02/17/2009		110-6047-512.50-20		TIRES/PW69	151.00	
0002641	METROPOLITAN FAMILY SVCS DUPAGE						VENDOR TOTAL *	353.76	
DEC 2008	006253	01	02/17/2009		110-0083-443.60-48		SENIOR SVCS	5,133.01	
0011413	MICRO MANAGEMENT TECHNOLOGIES						VENDOR TOTAL *	5,133.01	
10342	006519	01	02/17/2009		110-2008-413.50-23		ANNUAL SUPPORT FEE	150.00	
0017021	MID-AMERICA ARTS ALLIANCE						VENDOR TOTAL *	150.00	
42829	006696	01	02/03/2009		110-7060-451.60-44		EXHIBITION FEE	123234	1,000.00
0017275	MIDAMERICAN ENERGY CO						VENDOR TOTAL *	.00	
122166	006265	01	02/17/2009		110-6041-432.30-24		MONTHLY ELECTRIC	4,893.49	
123166	006267	01	02/17/2009		110-6044-435.30-24		MONTHLY ELECTRIC	571.56	
122166	006263	01	02/17/2009		510-6051-501.30-24		MONTHLY ELECTRIC	1,801.85	
122166	006264	01	02/17/2009		510-6052-501.30-24		MONTHLY ELECTRIC	10,841.22	
122166	006262	01	02/17/2009		510-6057-502.30-24		MONTHLY ELECTRIC	55,632.76	
122166	006268	01	02/17/2009		510-6057-502.30-24		CREDIT/OVER PAYMENT	355.60	
122166	006266	01	02/17/2009		530-0088-503.30-24		MONTHLY ELECTRIC	7,884.89	
0008503	MIDWAY TRUCK PARTS						VENDOR TOTAL *	81,270.17	
691618	006484	01	02/17/2009		110-6047-512.50-16		TRK/PARTS PW116	57.20	
691619	006485	01	02/17/2009		110-6047-512.50-16		TRK/PARTS PW105	4.05	
692375	006901	01	02/17/2009		110-6047-512.50-16		TRK/PARTS PW116/STOCK	104.06	
0017700	MILLER WOODWORKING						VENDOR TOTAL *	165.31	
01/14/2009	006331	01	02/17/2009		110-7060-451.60-44		STAND	480.00	
0017058	MILLER, ROBERT J						VENDOR TOTAL *	480.00	
JAN-DEC 2008	006859	01	02/17/2009		110-0000-313.03-03		UTILITY TAX REBATE	17.13	
JAN-DEC 2008	006860	01	02/17/2009		110-0000-313.01-01		UTILITY TAX REBATE	20.02	
JAN-DEC 2008	006861	01	02/17/2009		110-0000-313.02-02		UTILITY TAX REBATE	12.93	
JAN-DEC 2008	006862	01	02/17/2009		110-0000-260.02-00		UTILITY TAX REBATE	4.50	
0007257	MOTION INDUSTRIES, INC						VENDOR TOTAL *	54.58	
IL10-382564	006289	01	02/17/2009		510-6057-502.50-08		COUPLING REPAIR	45.00	

BANK: 01

INVOICE NO	VENDOR NAME	VOUCHER NO	NO	BNK	CHECK/DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0007257	MOTION INDUSTRIES, INC	01	02/17/2009		510-6057-502.50-08	OIL SEALS	16.02		
1L10-381867		006290			510-6057-502.50-08	PRESS POLYBLENDS REPAIR	20.14		
1L10-382795		006790							
0000378	MOTOROLA - COLLECTION CTR DR	01	02/17/2009		110-4020-422.40-41	BATTERY ADAPTORS	117.30		
89753886		006582							
0001104	MOULIS, RICHARD	01	02/17/2009		110-5030-421.60-05	EXPENSE REIMBURSEMENT	17.93		
01/22/2009		006335			110-5030-421.60-11	EXPENSE REIMBURSEMENT	9.92		
01/22/2009		006336							
0007206	MUNICIPAL CLERKS OF DUPAGE COUNTY	01	02/17/2009		110-1001-411.60-11	MEETING REGISTRATION	27.85		
02/04/09		006391			110-1001-411.60-11	MEMBERSHIP			
2008-2009		006411							
0000394	NEENAH FOUNDRY CO	01	02/17/2009		110-6046-418.50-01	TREE GRATE	35.00		
870420		006872							
0008072	NEOPOST	01	02/17/2009		110-2006-413.40-33	INK CARTRIDGE	200.00		
12818438		006602							
0016554	NORTHWESTERN GROUP MARKETING	01	02/17/2009		110-1001-411.20-04	HEALTH INS	36.36		
FEB 2009		006958			110-2006-413.20-04	HEALTH INS	234.23		
FEB 2009		006959			110-2007-413.20-04	HEALTH INS	38.66		
FEB 2009		006960			110-3015-414.20-04	HEALTH INS	43.90		
FEB 2009		006961			110-4020-422.20-04	HEALTH INS	831.12		
FEB 2009		006962			110-4025-424.20-04	HEALTH INS	94.68		
FEB 2009		006963			110-5030-421.20-04	HEALTH INS	1,232.76		
FEB 2009		006964			110-5030-421.20-04	HEALTH INS	341.36		
FEB 2009		006965			110-6040-431.20-04	HEALTH INS	58.31		
FEB 2009		006966			110-7060-451.20-04	HEALTH INS	226.37		
FEB 2009		006967			210-8070-452.20-04	HEALTH INS	41.28		
FEB 2009		006968			510-6050-501.20-04	HEALTH INS	65.52		
FEB 2009		006969			510-6055-502.20-04	HEALTH INS	31.45		
FEB 2009		006970			530-0088-503.20-04	HEALTH INS			
0013292	O'NEILL'S AUTO BODY	01	02/17/2009		110-5030-421.60-27	GLASS REPLACEMENT	3,276.00		
01/29/2009		006721							
0017728	OSMANSKI, PETER	01	02/17/2009		110-0000-371.98-00	EVERGREEN LANE RECAPTURE	115.00		
389-EVERGREEN	006410								

CHECK #: 123233  
 35.00

BANK: 01

INVOICE NO	VENDOR NAME	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0017728	OSMANSKI, PETER						VENDOR TOTAL *	4,757.25	
0005993	PASTUOVIC, MARY						UTILITY TAX REBATE	8.55	
JAN-DEC 2008	006269	01	02/17/2009		110-0000-313.03-03		UTILITY TAX REBATE	9.61	
JAN-DEC 2008	006270	01	02/17/2009		110-0000-313.01-01		UTILITY TAX REBATE	9.23	
JAN-DEC 2008	006271	01	02/17/2009		110-0000-313.02-02		UTILITY TAX REBATE	4.50	
JAN-DEC 2008	006272	01	02/17/2009		110-0000-260.02-00		UTILITY TAX REBATE		
0008717	PAT KEAN'S FRIENDLY FORD						VENDOR TOTAL *	31.89	
151078	006473	01	02/17/2009		110-6047-512.50-16		AUTO/PARTS E-24	107.49	
151147	006554	01	02/17/2009		110-6047-512.50-16		STOCK	107.49	
151146	006913	01	02/17/2009		110-6047-512.50-16		AUTO/PARTS E-17	107.49	
0000419	PATTEN INDUSTRIES INC						VENDOR TOTAL *	322.47	
P50C0667453	006489	01	02/17/2009		110-6047-512.50-16		ENGINE REPAIR/PW116	95.88	
P60C0194566	006490	01	02/17/2009		110-6047-512.50-16		ENGINE REPAIR/PW116	430.70	
P50C0668187	006900	01	02/17/2009		110-6047-512.50-16		TRK/PARTS PW116	61.87	
0016869	PORTER LEE CORP						VENDOR TOTAL *	588.45	
7637	006719	01	02/17/2009		110-5030-421.40-98		LABELS/RIBBONS	343.00	
0014926	PRECISION LUBRICANTS						VENDOR TOTAL *	343.00	
172777	006534	01	02/17/2009		110-6047-512.40-34		OIL	574.33	
173456	006897	01	02/17/2009		110-6047-512.40-34		OIL	181.20	
173457	006898	01	02/17/2009		110-6047-512.40-34		OIL	132.75	
173458	006899	01	02/17/2009		110-6047-512.40-34		OIL	495.60	
173455	007027	01	02/17/2009		110-6047-512.40-34		OIL	513.03	
173235	007028	01	02/17/2009		110-6047-512.40-18		DIESEL FUEL	1,584.73	
0017724	PRO-TECH SECURITY SALES						VENDOR TOTAL *	3,481.64	
14791	006294	01	02/17/2009		110-5030-421.40-98		GAS MASKS	537.40	
0000444	PROSAFETY INC						VENDOR TOTAL *	537.40	
2/615590	006664	01	02/17/2009		110-6041-432.40-98		SUPPLIES	35.00	
2/616320	006671	01	02/17/2009		110-6041-432.40-98		SUPPLIES	15.74	
2/615590	006665	01	02/17/2009		110-6043-434.40-98		SUPPLIES	35.00	
2/616320	006672	01	02/17/2009		110-6043-434.40-98		SUPPLIES	15.74	
2/615590	006666	01	02/17/2009		110-6044-435.40-98		SUPPLIES	35.01	
2/616320	006673	01	02/17/2009		110-6044-435.40-98		SUPPLIES	15.74	
2/615590	006667	01	02/17/2009		110-6046-418.40-98		SUPPLIES	35.01	
2/616320	006674	01	02/17/2009		110-6046-418.40-98		SUPPLIES	15.74	
2/615590	006668	01	02/17/2009		110-6047-512.40-98		SUPPLIES	35.01	

EXPENDITURE APPROVAL LIST  
 AS OF: 02/17/2009 CHECK DATE: 02/19/2009

PREPARED 02/09/2009, 12:20:13  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS

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
0000444		PROSAFETY INC							
2/615590		01 02/17/2009	006669		510-6052-501.40-98	SUPPLIES	35.01		
2/616320		01 02/17/2009	006675		510-6052-501.40-98	SUPPLIES	15.74		
2/615590		01 02/17/2009	006670		510-6057-502.40-98	SUPPLIES	35.01		
0007091		PROTO-PRODUCTIONS INC				VENDOR TOTAL *	323.75		
01/26/2009		01 02/17/2009	006513		110-7060-451.60-44	TEMPORARY EXHIBIT	1,475.00		
0017735		QUALITY ELEVATOR PRODUCTS, INC				VENDOR TOTAL *	1,475.00		
939080		01 02/17/2009	006598		110-4020-422.40-98	ELEVATOR KEYS	29.29		
0010503		R A ADAMS ENTERPRISES, INC				VENDOR TOTAL *	29.29		
403353		01 02/17/2009	006533		110-6047-512.50-02	TRK/PARTS PW148T	1,589.98		
0014275		RAGONA TRUCKING, DON				VENDOR TOTAL *	1,589.98		
6353		01 02/17/2009	006244		110-6042-433.30-72	SNOW REMOVAL	3,990.00		
0016300		RB ENTERPRISES				VENDOR TOTAL *	3,990.00		
61014		01 02/17/2009	006935		110-6042-433.30-72	SNOW REMOVAL	660.00		
67096		01 02/17/2009	006936		110-6042-433.30-72	SNOW REMOVAL	608.00		
69545		01 02/17/2009	006937		110-6042-433.30-72	SNOW REMOVAL	547.50		
0008558		RED WING SHOE STORE-DOWNERS GROVE				VENDOR TOTAL *	1,815.50		
45000002964		01 02/17/2009	006794		110-4020-422.60-98	FOOTWEAR	1,572.11		
45000002937		01 02/17/2009	006795		110-4020-422.60-98	FOOTWEAR	1,443.26		
1230000003494		01 02/17/2009	006796		110-4020-422.60-98	FOOTWEAR	211.99		
0004402		REGIONAL TRUCK EQPT CO				VENDOR TOTAL *	3,227.36		
158750		01 02/17/2009	006895		110-6042-433.50-16	TRK/PARTS PW27	88.31		
0017050		REINDERS, INC				VENDOR TOTAL *	88.31		
1206765-00		01 07/21/2008	004385		110-6047-512.50-16	RETURNED MERCHANDISE	33.83		
1235859-00		01 02/17/2009	006731		110-6047-512.50-16	PARTS/SUPPLIES	85.09		
0006074		RESOURCE UTILITY SUPPLY CO				VENDOR TOTAL *	51.26		
060236		01 02/17/2009	006541		510-6052-501.40-07	WATER MAIN STOCK	1,112.76		
0008861		ROYAL RECOGNITION				VENDOR TOTAL *	1,112.76		
09-02198		01 02/17/2009	006275		110-2007-413.60-23	SERVICE AWARD	120.45		

EXPENDITURE APPROVAL LIST  
 AS OF: 02/17/2009 CHECK DATE: 02/19/2009

PREPARED 02/09/2009, 12:20:13  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS  
 CITY

BANK: 01

VEND NO	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT OR
INVOICE	VOUCHER P.O.	NO	DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO	NO						AMOUNT
0008861	ROYAL RECOGNITION	01	02/17/2009	110-2007-413.60-23	SERVICE AWARD	216.88	
09-02218	006972	01	02/17/2009	110-2007-413.60-23	SERVICE AWARD	251.88	
09-02263	007032						
0006411	RUSO'S POWER EQPT				VENDOR TOTAL *	589.21	
415075	006896	01	02/17/2009	110-6042-433.50-16	SNOW BROOM/PW99A	5.68	
415172	006988	01	02/17/2009	110-6043-434.40-53	PULL CORD	16.99	
412140	006491	01	02/17/2009	110-6047-512.50-16	CARBURETOR/PW199	63.04	
402362	006492	01	02/17/2009	110-6047-512.50-16	TRK/PARTS PW199	77.98	
0001751	S & S INDUSTRIAL SUPPLY				VENDOR TOTAL *	163.69	
2973797 RI	006994	01	02/17/2009	110-6047-512.50-16	SUPPLIES	51.00	
2973798 RI	006995	01	02/17/2009	110-6047-512.40-98	SUPPLIES	11.63	
0017729	SCABBO, KIRSTIN A				VENDOR TOTAL *	62.63	
75,408	006525	01	02/17/2009	530-0000-341.50-00	PARKING PERMITS REFUND	55.26	
0005250	SCBAS, INC				VENDOR TOTAL *	55.26	
72719	006600	01	02/17/2009	110-4020-422.50-08	FLOW TEST AIRPACK	104.61	
0010169	SEAWAY SUPPLY				VENDOR TOTAL *	104.61	
58465	006728	01	02/17/2009	110-6046-418.40-24	SUPPLIES	401.25	
58584	006996	01	02/17/2009	110-6046-418.40-24	SUPPLIES	379.00	
0000481	SERVICE SPRING				VENDOR TOTAL *	780.25	
97161	006493	01	02/17/2009	110-6047-512.50-02	TRK/PARTS PW38	251.47	
97195	006494	01	02/17/2009	110-6047-512.50-02	TRK/PARTS PW121	423.75	
97380	006894	01	02/17/2009	110-6047-512.50-02	TRK/PARTS PW38	389.55	
97368	007029	01	02/17/2009	110-6047-512.50-02	TRK/PARTS PW6	1,595.56	
97314	007030	01	02/17/2009	110-6047-512.50-02	TRK/PARTS PW116	994.71	
0000484	SEYFARTH SHAW LLP				VENDOR TOTAL *	3,655.04	
1558859	006522	01	02/17/2009	110-0081-415.30-32	PROFESSIONAL SVCS	2,008.76	
0009511	SHIFFLER EQPT SALES				VENDOR TOTAL *	2,008.76	
0902001800	006599	01	02/17/2009	110-4020-422.40-98	CHAIR LEG GLIDERS	60.75	
0903008000	007060	01	02/17/2009	110-4020-422.40-98	CHAIR LEG CAP/GLIDES	36.52	
0000486	SICALCO LTD				VENDOR TOTAL *	97.07	
51481	006933	01	02/17/2009	110-6042-433.40-47	CALCIUM CHLORIDE	2,294.88	

PREPARED 02/09/2009, 12:20:13  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS  
 CITY

EXPENDITURE APPROVAL LIST  
 AS OF: 02/17/2009 CHECK DATE: 02/19/2009

BANK: 01

VENDOR NO	VENDOR NAME	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0000486	SICALCO LTD						
0015775	SINNOTT, SHAUN				VENDOR TOTAL *	2,294.88	
01/01-01/31/09	006852	01	02/17/2009	110-0086-453.30-52	CATV PROF SVCS	129.00	
0011425	SIUZDAK, ED				VENDOR TOTAL *	129.00	
2009-2010	006583	01	02/17/2009	110-4020-422.60-98	MEMBERSHIP	300.00	
0010072	SNAP-ON INDUSTRIAL				VENDOR TOTAL *	300.00	
ARV/10403128	006892	01	02/17/2009	110-6047-512.50-20	TIRE MACHINE PARTS	32.05	
0014453	SOLID IMPRESSIONS				VENDOR TOTAL *	32.05	
24828	006943	01	02/17/2009	110-7060-451.40-98	BUSINESS CARDS	395.93	
0017733	SPERIAN PROTECTION AMERICAS, INC				VENDOR TOTAL *	395.93	
1903179 RI	006596	01	02/17/2009	110-4020-422.30-98	ANNUAL SVC/POSI CALIBRATI	550.00	
0000740	STANDARD EQPT CO				VENDOR TOTAL *	550.00	
C43508	006495	01	02/17/2009	110-6042-433.50-16	TRK/PARTS PW25	299.87	
C43507	006496	01	02/17/2009	110-6042-433.50-16	TRK/PARTS PW76	299.87	
C43506	006497	01	02/17/2009	110-6042-433.50-16	TRK/PARTS PW76	99.21	
0003393	STANDARD INDUSTRIAL & AUTO EQPT, INC				VENDOR TOTAL *	698.95	
42146	006498	01	02/17/2009	110-6047-512.50-02	HOIST REPAIR	120.00	
42239	006887	01	02/17/2009	110-6047-512.50-16	HOIST PARTS	198.00	
0014481	STAPLES CREDIT PLAN				VENDOR TOTAL *	318.00	
9239449001	006516	01	02/17/2009	110-2008-413.40-73	PAPER SUPPLIES	24.74	
0008443	STREICHER'S				VENDOR TOTAL *	24.74	
1592544	006876	01	02/17/2009	110-5030-421.40-31	MINOR EQUIP	160.87	
0008228	SUBURBAN LABORATORIES INC				VENDOR TOTAL *	160.87	
93559	006746	01	02/17/2009	510-6057-502.30-33	LAB TESTING	792.00	
0017669	SUBURBAN LAW ENFORCEMENT ADMIN PROF				VENDOR TOTAL *	792.00	
2/11/09	006891	01	02/06/2009	110-5030-421.60-11	MEETING REGISTRATION	123238	8.00
0007885	SUBURBAN LIFE PUBLICATIONS				VENDOR TOTAL *	.00	8.00

CHECK #: 123238

EXPENDITURE APPROVAL LIST  
 AS OF: 02/17/2009 CHECK DATE: 02/19/2009

PREPARED 02/09/2009, 12:20:13  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS  
 CITY

BANK: 01

INVOICE NO	VENDOR NAME	VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0007885	SUBURBAN LIFE PUBLICATIONS							
3495	006245	01	02/17/2009	110-6040-431.30-54	LEGAL NOTICE	75.40		
3494	006247	01	02/17/2009	110-6040-431.30-54	LEGAL NOTICE	75.40		
3495	006246	01	02/17/2009	510-6050-501.30-54	LEGAL NOTICE	75.40		
3494	006248	01	02/17/2009	510-6050-501.30-54	LEGAL NOTICE	75.40		
0002854	SUNRISE COMMUNICATIONS, INC					VENDOR TOTAL *	301.60	
1890	006800	01	02/17/2009	110-0086-453.30-52	MEETINGS/OCT	590.00		
1891	006801	01	02/17/2009	110-0086-453.30-52	MEETINGS/NOV	640.00		
1892	006802	01	02/17/2009	110-0086-453.30-52	MEETINGS/DEC	665.00		
0000512	SURE LUBRICANTS, INC					VENDOR TOTAL *	1,895.00	
34385	006744	01	02/17/2009	510-6057-502.40-34	GEARBOX OIL	1,009.45		
0010931	TEXOR PETROLEUM CO					VENDOR TOTAL *	1,009.45	
225021	006280	01	02/17/2009	110-6047-512.40-18	DIESEL FUEL	13,711.26		
225177	006524	01	02/17/2009	110-6047-512.40-19	GASOLINE	9,118.40		
0000528	THOMPSON ELEVATOR INSPECTION					VENDOR TOTAL *	22,829.66	
09-0213	006580	01	02/17/2009	110-4025-424.30-12	ELEVATOR PLAN REVIEW	60.00		
0000533	TRAFFIC CONTROL & PROTECTION					VENDOR TOTAL *	60.00	
62573	006229	01	02/17/2009	110-6041-432.40-52	SIGNS/POSTS	288.07		
62607	006682	01	02/17/2009	110-6041-432.40-52	ALUMINUM BLANKS	412.06		
62656	006874	01	02/17/2009	110-6041-432.40-52	ALUMINUM BLANKS	358.78		
62657	006875	01	02/17/2009	110-6041-432.40-52	METRO WING BRACKET	396.25		
0000532	TRAFFIC CONTROL CORPORATION					VENDOR TOTAL *	1,455.16	
000035413	006243	01	02/17/2009	110-6044-435.40-60	TRAFFIC SIGNAL PARTS	1,665.00		
0000535	TRANS UNION LLC					VENDOR TOTAL *	1,665.00	
01901151	007035	01	02/17/2009	110-5030-421.30-98	CREDIT BUREAU SVCS	61.85		
0000403	TRANSCHICAGO TRUCK GROUP AND					VENDOR TOTAL *	61.85	
6073551	006499	01	02/17/2009	110-6047-512.50-16	TRK/PARTS PW116	21.04		
6074254	006500	01	02/17/2009	110-6047-512.50-16	TRK/PARTS PW116	260.39		
6075207	006604	01	02/17/2009	110-6047-512.50-16	PARTS/SUPPLIES	181.20		
6075250	006884	01	02/17/2009	110-6047-512.50-16	TRK/PARTS PW108	152.69		
6075415	006885	01	02/17/2009	110-6047-512.50-16	TRK/PARTS PW40, PW83	94.79		
6075190	006886	01	02/17/2009	110-6047-512.50-16	STOCK	126.09		
6075506	007031	01	02/17/2009	110-6047-512.50-16	TRK/PARTS PW52	807.69		

PREPARED 02/09/2009, 12:20:13  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS  
 CITY

EXPENDITURE APPROVAL LIST  
 AS OF: 02/17/2009 CHECK DATE: 02/19/2009

BANK: 01

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

0000403 TRANSCHICAGO TRUCK GROUP AND

0000536	TREE TOWNS REPROGRAPHICS, INC					VENDOR TOTAL *	1,643.89	
0000120946	006722			01 02/17/2009	110-6043-434.40-98	YELLOW SKETCH/PENCILS	25.40	
0000120442	006277			01 02/17/2009	110-7060-451.60-44	EXHIBIT BOARDS	281.40	
0000120288	006278			01 02/17/2009	110-7060-451.60-44	EXHIBIT SIGNAGE	53.55	
0000120865	006514			01 02/17/2009	110-7060-451.60-44	EXHIBIT PANEL	39.00	
0000120983	006942			01 02/17/2009	110-7060-451.60-44	EXHIBIT PANELS	192.40	

0000538 TRI-STATE HYDRAULICS INC

30128	006501			01 02/17/2009	110-6042-433.50-16	MOTOR REPAIR/PW15	231.75	
30130	006502			01 02/17/2009	110-6042-433.50-16	TRK/PARTS PW119	151.04	
30159	006883			01 02/17/2009	110-6047-512.50-02	MOTOR REPAIR	188.48	
0015470	UNIFORMITY INC					VENDOR TOTAL *	571.27	
IN161310	006601			01 02/17/2009	110-4020-422.40-62	UNIFORM SUPPLIES	75.05	

0002337 UNION PACIFIC RAILROAD CO

194-88	006703			01 02/17/2009	530-0088-503.30-59	PARKING LOT LEASE	2,849.52	
--------	--------	--	--	---------------	--------------------	-------------------	----------	--

0000546 UNIQUE TRAVEL SERVICE LTD

277	006941			01 02/17/2009	530-0000-341.50-00	PARKING PERMIT REFUND	50.00	
0008663	UNITE STATES POST OFFICE-WINDOWSVC					VENDOR TOTAL *	50.00	
PERMIT #4855	007061			01 02/17/2009	110-6040-431.30-49	VEHICLE STICKERS MAILING	180.00	
0005115	UNIVERSAL TAXI DISPATCH, INC					VENDOR TOTAL *	180.00	
3639	006694			01 02/17/2009	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	365.80	
3639	006695			01 02/17/2009	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	45.60	
0006266	UNTOUCHABLE AUTO WASH					VENDOR TOTAL *	411.40	
JAN 2009	006877			01 02/17/2009	110-6047-512.50-16	CAR WASHES	336.00	
0017465	UPS SHIPPER 5A30E3					VENDOR TOTAL *	336.00	
00005A30E3059	006991			01 02/17/2009	110-4020-422.30-49	SHIPPING FEES	4.87	
0005A30E3049	006683			01 02/17/2009	110-6047-512.40-98	SHIPPING FEES	16.90	
00005A30E3059	006992			01 02/17/2009	110-6047-512.40-98	SHIPPING FEES	21.19	
0000550	URICK, EUGENIE					VENDOR TOTAL *	42.96	

EXPENDITURE APPROVAL LIST  
 AS OF: 02/17/2009 CHECK DATE: 02/19/2009

PREPARED 02/09/2009, 12:20:13  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS  
 CITY

BANK: 01

VENDOR NAME	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
-------------	------------	------------------	--------------	---------------------------

0000550 URICK, EUGENIE 01 02/17/2009 110-0086-453.30-52 CATV PROF SVCS 585.00

0016782 USA MOBILITY WIRELESS, INC 01 02/17/2009 110-5030-421.30-75 MONTHLY PAGER SVC 585.00  
 S2437123A 006299 01 02/17/2009 110-5030-421.30-75 MONTHLY PAGER SVC 57.73

0000555 VAN SLYKE ENTERPRISES 01 02/17/2009 110-3015-414.30-12 CITY PROPERTY PLANNING 57.73  
 JAN 2009 007048 01 02/17/2009 110-3015-414.30-12 TIF II 1,358.33  
 JAN 2009 007051 01 02/17/2009 310-0089-461.30-52 TIF I 2,275.00  
 JAN 2009 007049 01 02/17/2009 320-0090-462.30-52 TIF II 6,625.00  
 JAN 2009 007050 01 02/17/2009 320-0090-462.30-52 TIF II 116.67

0014891 VILLA PARK ACE 01 02/17/2009 510-6057-502.50-01 TOILET REPAIR 8,375.00  
 212124/2 006286 01 02/17/2009 510-6057-502.50-01 PROPANE TANK 18.43  
 212150/2 006287 01 02/17/2009 510-6057-502.50-01 FLOOR REPAIR 17.99  
 212177/2 006734 01 02/17/2009 510-6057-502.50-01 FLOOR REPAIR 6.73

0000560 VILLA PARK ELECTRICAL SUPPLY 01 02/17/2009 110-2008-413.80-98 PLASTIC BUSHING/ROD 43.15  
 01710888 007000 01 02/17/2009 110-2008-413.80-98 HOLE STRAP 31.27  
 01711101 007001 01 02/17/2009 110-2008-413.80-98 A/C UNIT PARTS 8.47  
 01711099 007002 01 02/17/2009 110-2008-413.80-98 A/C UNIT PARTS 98.62  
 01710853 007003 01 02/17/2009 110-2008-413.80-98 BLADE 302.11  
 01708370 006238 01 02/17/2009 110-6046-435.40-60 FIXTURE/LAMP 14.25  
 01708328 006236 01 02/17/2009 110-6046-418.50-01 SWITCH 20.01  
 01708370 006237 01 02/17/2009 110-6046-418.50-01 SWITCH 2.62  
 01709750 006239 01 02/17/2009 110-6047-512.50-08 TRK/PARTS F-2 6.28  
 01711444 006880 01 02/17/2009 110-6047-512.50-16 TRK/PARTS F-2 53.49  
 01711478 006881 01 02/17/2009 110-6047-512.50-16 TRK/PARTS F-2 15.98  
 01710452 006240 01 02/17/2009 110-7060-451.50-01 DOOR CHIME 24.03  
 01710782 006241 01 02/17/2009 510-6056-502.50-10 RADIO TELEMETRY PROJECT 248.26

0006095 VITAL SIGNS USA INC 01 02/17/2009 110-7060-451.60-44 BANNER 825.39  
 VS-75902 006279 01 02/17/2009 110-7060-451.60-44 BANNER 416.00

0015717 WENTWORTH TIRE-BENSENVILLE 01 02/17/2009 110-6047-512.50-20 TIRES/PW116 416.00  
 474344 007014 01 02/17/2009 110-6047-512.50-20 TIRES/PW78 238.09  
 474184 007015 01 02/17/2009 110-6047-512.50-20 TIRES/E-7 372.60  
 474185 007016 01 02/17/2009 110-6047-512.50-20 TIRE DISPOSAL 399.64  
 474373 007017 01 02/17/2009 110-6047-512.50-20 TIRE DISPOSAL 34.50  
 474345 007018 01 02/17/2009 110-6047-512.50-20 STOCK 178.09

0017701 WENZEL, CARON 01 02/17/2009 110-6047-512.50-20 STOCK 1,222.92

BANK: 01

VENDOR NAME	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0017701 WENZEL, CARON				
04/07/2009 005980	110-7060-451.60-65	SPEAKER/LECTURE	123206	150.00
04/07/2009 005980	110-7060-451.60-65	SPEAKER/LECTURE	123236	150.00
0000573 WEST AUTOMOTIVE SERVICE INC		VENDOR TOTAL *	.00	
41575 006532	110-6047-512.50-02	ACCIDENT REPAIR/PD-5	6,173.96	
0000576 WEST SUBURBAN OP, INC.		VENDOR TOTAL *	6,173.96	
81439 006338	110-1001-411.40-33	REPORT COVERS	36.28	
80166 006878	110-5030-421.40-33	MONTHLY PLANNER	17.35	
80766 006526	110-6040-431.40-33	FILE CARDS	19.69	
81523 006527	110-6040-431.40-98	STAMP	2.80	
81664 006711	110-6040-431.40-33	PENS/LABELS	7.99	
81780 006712	110-6040-431.40-33	NOTEBOOK	4.04	
81082 006276	110-7060-451.40-33	EASEL PADS	51.99	
81772 006945	110-7060-451.40-33	SUPPLIES	24.46	
81523 006528	510-6050-501.40-98	STAMP	2.79	
81006 006545	510-6052-501.40-98	FILE POCKET/DESK ORGANIZE	59.76	
81235 006649	510-6052-501.40-98	BULLETIN BOARD	121.32	
81264 006650	510-6052-501.40-98	FILE POCKETS	48.36	
0002838 WHOLESALE DIRECT		VENDOR TOTAL *	396.83	
000167731 006504	110-6041-432.80-06	SET UP NEW VEHICLE/PW28	169.24	
000167732 006505	110-6041-432.80-06	SET UP NEW VEHICLE/PW29	169.24	
000167733 006503	110-6043-434.80-06	SET UP NEW VEHICLE/PW33	189.05	
000167730 006506	510-6052-501.80-06	SET UP NEW VEHICLE/PW19	169.24	
0013737 WILKINS BUICK/MAZDA/SUZUKI		VENDOR TOTAL *	696.77	
1711 006378	110-5030-421.60-27	PD-16 REPLACEMENT	123230	19,883.48
0014840 YORK HIGH SCHOOL GRAPHIC ARTS DEPT		VENDOR TOTAL *	.00	
01/14-01/29/09 006793	110-4020-422.60-43	NEGATIVE	6.00	
0000582 ZENGERS INC		VENDOR TOTAL *	6.00	
1202939-1 006990	110-6043-434.40-98	SHIELDS	25.53	
1200941-1 006242	110-6044-435.40-53	PORTABAND	23.71	
1202372-1 006531	110-6047-512.50-16	TOOL	8.13	
1202871-1 006882	110-6047-512.50-16	DRILL BIT	1.67	
0000585 ZIEBELL WATER SERVICE PRODUCTS		VENDOR TOTAL *	59.04	
203101-000 006605	510-6052-501.50-12	MAINS	4,224.00	
		VENDOR TOTAL *	4,224.00	

PREPARED 02/09/2009, 12:20:13  
PROGRAM: GM339L  
CITY OF ELMHURST, ILLINOIS  
CITY

EXPENDITURE APPROVAL LIST  
AS OF: 02/17/2009 CHECK DATE: 02/19/2009

BANK: 01

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

0000585

GRAND TOTAL *****							177,904.20
HAND ISSUED TOTAL ***							177,904.20
TOTAL EXPENDITURES ****							622,403.12
*****							800,307.32



CITY OF ELMHURST

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

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

February 3, 2009

TO: Mayor Marcucci and Members of the City Council

RE: **Bid, One Current Model Year Ford F250 4x4 Pick Up and  
Optional Equipment**

In response to an invitation to bid for One Current Model Year ford F250 4x4 Pick Up and Optional Equipment advertised in the Elmhurst Press on Friday, January 16, 2009, bids were received from five area dealers.

Bids were opened at 10:00 a.m. on Tuesday, February 3, 2009, and following is a summary of the bids received:

<u>Dealer</u>	<u>Total Cost With Options</u>
Packey Webb Ford (Downers Grove, IL)	\$29,100.00
Ottawa Ford-LM, Inc. (Ottawa, IL)	\$30,254.00
Freeway Ford-Sterling Truck Sales (Lyons, IL)	\$30,608.00
Northwest Ford & Sterling Truck Center (Franklin Park, IL)	\$30,657.00
Elmhurst Ford (Elmhurst, IL)	\$30,744.00

Respectfully submitted,

*Patty Spencer*  
Patty Spencer  
City Clerk

Troeen



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

February 3, 2009

TO: Mayor Marcucci and Members of the City Council  
RE: Bids, Four (4) 2009 Utility Trailers

In response to an invitation to bid for Four (4) 2009 Utility Trailers advertised in the Elmhurst Press on Friday, January 16, 2009, bids were received from four area dealers.

Bids were opened at 10:00 a.m. on Tuesday, February 03, 2009, and following is a summary of the bids received:

<u>Dealer</u>	<u>Tilt Deck Machine Trailer</u>	<u>Enclosed Utility Trailer</u>	<u>Two Utility Tilt Dump Trailers</u>
Sauber Mfg. Company (Virgil, IL)	\$17,517.00	\$10,461.00	\$9,927.00
Mark's Machine Shop, Inc. (Sycamore, IL)	\$18,795.00	\$10,968.00	\$10,571.00
Regional Truck Equipment (Alsip, IL)	\$19,180.00	\$11,621.00	\$11,884.00
West Side Tractor Sales (Naperville, IL)	\$10,370.00	No bid	\$29,524.00

Respectfully submitted,

Patty Spencer  
Patty Spencer  
City Clerk



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

February 5, 2009

To: Mayor Marcucci and Members of the City Council

Re: Residential Swimming Pool Fencing - Aldermen Gutenkauf and Rose

It is respectfully requested that the attached request from Aldermen Diane Gutenkauf and Susan J. Rose be referred to the Development, Planning and Zoning Committee for their review, evaluation and subsequent recommendation to the City Council.

Respectfully submitted,

Thomas P. Borchert  
City Manager

TPB/ds  
Attachment

Copies To All  
Elected Officials

02-12-09



## 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

February 2, 2009

To: Tom Borchert, City Manager, Mayor Tom Marcucci, and Elmhurst City Council

From: Diane Gutenkauf, Alderman 1<sup>st</sup> Ward  
Susan J. Rose, Alderman 3<sup>rd</sup> Ward

Re: Residential swimming pool fencing

Swimming pools, although an enhancement to private property, are also attractive nuisances and potentially dangerous to small children. While Illinois State Law requires that fences surrounding pools be a height of 4' (four feet) and Elmhurst conforms to that law, our current requirements do not specify fencing materials. We believe this requirement is inadequate to protect both children who might be attracted to the pool and property owners who might incur liability from owning an "attractive nuisance."

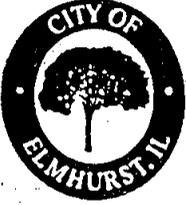
Other communities opt to specify both higher fences and specific fencing materials to ensure all pools are as safe and inaccessible as possible. For example:

"All fence openings or points of entry into the pool area enclosure shall be equipped with gates, and all gates shall be equipped with self-closing and self-latching devices placed at the height of four feet six inches (4' 6") and shall be so placed as to be inaccessible to small children. Fence and gates shall be a minimum of four feet six inches (4' 6") and a maximum of six feet (6') in height above the surface of the ground as measured along the fence line, and shall be of the open type, wood picket, ornamental or metal. Stockade fences are not permitted. All fence posts shall be decay or corrosion resistant and shall be adequately braced below grade in either a stone or concrete base." (Village of Lincolnshire, Title 5, Chapter 5, Section 5-5-6  
<http://www.village.lincolnshire.il.us/code/code0505.pdf>)

and also

"All yards containing swimming pools shall be completely enclosed by a chain-link or solid fence not less than five feet (5') in height. Four (4) foot high fencing may be allowed by the Code Official if existing. Fences attached to or made part of the deck of above-ground swimming pools shall be construed to have satisfied this requirement, so long as any gate, stairs or other means of entry are completely locked and sealed with a child-safe latch. The total height of such fence and pool shall not be less than six feet (6') above grade." (Village of Streamwood,  
<http://www.streamwood.org/services/CommunityDevelopment/BuildingDepartment/Projects/SwimmingPools.htm>)

We respectfully request that the proper committee review Elmhurst's outdoor swimming pool fencing requirements to strengthen our regulations and to better protect Elmhurst citizens.



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

February 5, 2009

To: Mayor Marcucci and Members of the City Council

Re: Traffic Evaluation, Pick Subdivision – Ald. Gutenkauf

It is respectfully requested that the attached request from Alderman Diane Gutenkauf be referred to the Public Affairs and Safety Committee for their review, evaluation and subsequent recommendation to the City Council.

Respectfully submitted,

Thomas P. Borchert  
City Manager

TPB/ds  
Attachment

Copies To All  
Elected Officials

02-12-09



## 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

February 2, 2009

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

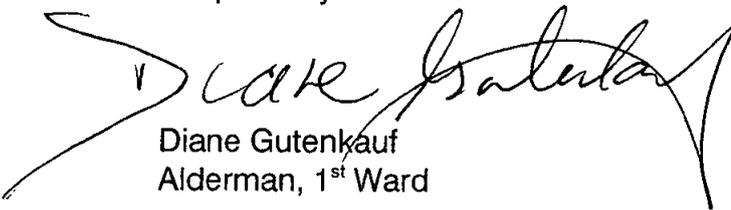
Re: Traffic evaluation, Pick Subdivision

The area bounded by Villa Avenue, Salt Creek, St. Charles Road and the UP Railroad tracks makes up the Pick Subdivision. This neighborhood has no stop or yield signs yet experiences heavy traffic at times, especially on streets that allow drivers to avoid the stop light at the corner of Villa and St. Charles.

With the installation of the Salt Creek Trail, neighbors have mentioned that pedestrian and bicycle traffic in the neighborhood has increased as well. With Spring approaching and anticipating an increase in traffic as new users discover the Salt Creek Trail, I respectfully request that these streets: Thomas, Pick, Oakland Grove and Monterey be evaluated for traffic control devices to help motorists determine who has right-of-way in this area.

I also request that Rose and Albert, where they meet other streets in the area, be evaluated to help control cut through traffic in the neighborhood.

Respectfully submitted



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



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

February 4, 2009

To: Mayor Marcucci and Members of the City Council

Re: Request for the Evaluation of the Appropriate Traffic Control Device at Grantley and Willow

It is respectfully requested that the attached memorandum from Alderman Bram regarding evaluation of traffic control at Grantley and Willow be referred to the Public Affairs and Safety Committee for their evaluation and recommendation back to the City Council.

Respectfully submitted,

Thomas P. Borchert  
City Manager

TPB/pd  
Attachment

Copies To All  
Elected Officials

2-12-09



**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  
PATIY SPENCER  
CITY CLERK  
CHARITY S. PIGONI  
CITY TREASURER  
THOMAS P. BORCHERT  
CITY MANAGER

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

From: Alderman Michael Bram

Subject: Request for the evaluation of the appropriate traffic control device at Grantley and Willow

I would like to propose to the Public Affairs and Safety Committee to evaluate a request for the appropriate traffic control device at the intersection of Grantley and Willow. This is a T-intersection that is part of the school route.

This is one of the three east-west streets off of North Ave and York. Due to the location of these streets, there tends to be additional traffic from vehicles trying to avoid the North Ave and York intersection.

The residents have already experienced a tragic accident when one of their pet dogs was struck by a vehicle.

There is concern that there might be another tragic accident at this intersection while children are going to/from school or playing in front of their homes.

Thank you for your consideration.

Michael Bram  
Alderman, 3<sup>rd</sup> Ward



# 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

February 9, 2009

TO: Mayor Marcucci and Members of the City Council

RE: **Bids, 2009-2011 Uniform Services**

The Public Works and Buildings Committee met on Monday, February 9, 2009, to discuss bids received for Uniform Services. An invitation to bid on this project was sent to five area contractors and advertised in local area newspapers. Five bids were received and are summarized below:

Contractor	Cost/Wk	Cost/Year
Arrow Uniform, Elmhurst, IL	\$182.62	\$9,496.24
G & K Services, Justice, IL	\$217.02	\$11,285.04
Aramark Uniform Services, Arlington Hts., IL	\$228.61	\$11,887.72
Unifirst Corp., Melrose Park, IL	\$263.82	\$13,718.64
Cintas Corporation, Romeoville, IL	\$270.83	\$14,083.16

The City provides and maintains work uniforms for 78 full-time employees in the Department of Public Works and the Department of Water and Waste Water. Specifications called for the supply of uniforms for a three-year period.

The low bidder, Arrow Uniform of Elmhurst, IL, currently provides uniforms for the City of Elmhurst Public Works Department.

Monies have been provided as follows: \$10,000 in the General Fund, Account Number 110-6041-432-4062, and \$10,000 in the Utility Fund, Account Number 510-6052-501-4062 for uniforms.

cc: P.W. and  
Bldg. Comm.

Copies To All  
Elected Officials

2-12-09

Mayor TPB  
Hughes Strecher  
2-05-09

Page 2

TO: Mayor Marcucci and Members of the City Council

RE: **Bids, 2009-2011 Uniform Services**

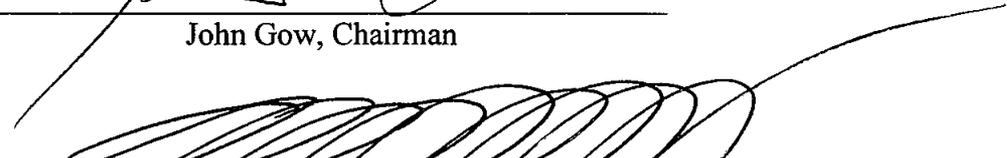
It is, therefore the recommendation of the Public Works and Buildings Committee that the bid submitted by Arrow Uniform in the amount of \$182.62/week for the rental and maintenance of uniforms for the Department of Public Works and the Department of Water and Waste Water be accepted.

Respectfully submitted,

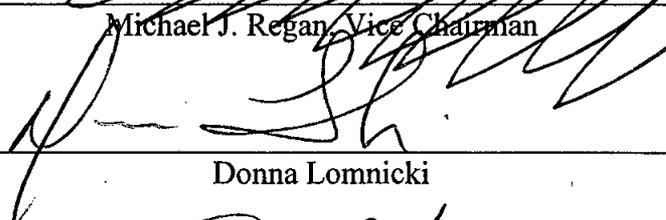
PUBLIC WORKS AND BUILDINGS COMMITTEE



John Gow, Chairman

Michael J. Regan, Vice Chairman

Donna Lomnicki

Pat Shea



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

February 9, 2009

To: Mayor Marcucci and Members of the City Council

Re: **Engine Idling Policy**

The Public Affairs and Safety Committee met on January 26, 2009 and again on February 9, 2009 to discuss a request by Aldermen Norm Leader and Susan Rose to investigate the need for a policy to reduce idling of vehicles due to the negative effect of idling on the environment, public health and the lifespan of the vehicle.

After a review of the issue and information including current Illinois law, the discussion focused on the educational and voluntary compliance perspective rather than on local ordinances which would mandate compliance and require city enforcement. The Public Affairs and Safety Committee discussed several avenues to increase public awareness and which are recommended to be pursued as follows:

- a. "The Front Porch" newsletter
- b. City website
- c. Collaboration with the Elmhurst Cool Cities organization
- d. Collaboration with School District 205, Elmhurst Park District and Elmhurst Public Library

The Committee reached a consensus position that a strong public awareness position was the preferred position in an approach consistent with the recently approved Elmhurst Sustainability Policy.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City discourage engine idling in all its public education and information sharing venues, encourage each City department to find ways to reduce unnecessary idling without adversely affecting public safety and public service, and work with the Cool Cities Elmhurst collaborative to involve public and parochial schools and the community at large to seek voluntary compliance of no engine idling through public awareness and education.

Respectfully submitted,  
Public Affairs and Safety Committee

Mark A. Mulliner, Chairman

Michael Bram, Vice Chairman

Chris Nybo



# CITY OF ELMHURST

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

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

February 9, 2009

To: Mayor Marcucci and members of the City Council

Re: **Wireless Radio Alarm Network**

The Public Affairs and Safety Committee met on February 9, 2009 to discuss the development of an Elmhurst Wireless Radio Alarm Network for the transmission of fire alarm signals to the Elmhurst 911 dispatch center (DuComm). Fire Chief Kopp was in attendance to present the concept as well as answer any questions of the committee.

The wireless radio alarm network will allow the conversion of current direct connect hardwire (dedicated phone line) alarm connections to become wireless through the use of radio transmission to DuComm. This proposal was brought forward due to the high incidence of false and trouble alarms due to phone line problems. The wireless radio alarm network has been proven as a more reliable and cost effective means of transmitting fire alarm signals.

The benefits of the wireless radio alarm network include:

- Customer service will improve because customers will not have to deal with phone lines and the issues that go along with those lines.
- Customers will pay one quarterly bill to the City of Elmhurst only.
- Connection can take place within 24 hours through the City of Elmhurst and their vendor.
- Trouble alarms caused by phone line problems will significantly decrease; there will still be some alarm problems, however, most problems are with phone lines.
- It will be easier to detect what the problem is, i.e., phone lines or alarm and the customer receiving bills for repair from both, still without problem resolution
- No modifications needed on existing fire alarm system
- No cessation of protection during upgrade and switchover
- Leased equipment is covered by a maintenance program
- Reduction of monthly alarm fees for subscribers (City of Elmhurst, Park District, School District, Churches, as well as all commercial and industrial subscribers)

This proposed program will necessitate an ordinance change requiring all current direct connect subscribers to convert over to the wireless radio alarm network. Currently City ordinance requires all new fire alarm systems or major fire alarm renovations to be direct connected to DuComm. The current ordinance also allows any subscriber to be connected to a central station monitoring company. At this time there are approximately 500 direct connect subscribers in Elmhurst.

With reliability being the biggest benefit, increased revenue for the City of Elmhurst cannot be overlooked. With the new system, revenue will assist in offsetting dispatching and fire suppression

Copies To All  
Elected Officials

2-12-09

costs. The funding for the wireless network is in the proposed 09/10 capital budget for the amount of \$950,000. The proposed program has a 5 year payback and includes a 4.25% financing charge paid back to the capital improvement fund. The projected revenue, based on 500 radio alarms, is \$146,000 per year for the first 5 years. After 5 years the revenue is projected to be \$350,000. The Committee also agreed that the subscriber fee would be reviewed on an annual basis.

The planned implementation of this network is August 1, 2009. To allow this the following is a brief timeline of events to meet that target.

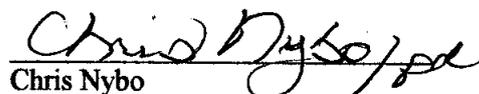
- February City Council approval of wireless radio alarm network concept.  
Development, Planning and Zoning Committee consideration of ordinance change requiring radio alarm network connection for Council approval thereafter.  
Develop and issue Requests for Proposals for radio alarm vendor.
- March Selected vendor to Public Affairs and Safety Committee for approval
- April City Council approval of radio alarm vendor.  
City Council approval of subscriber fees.
- May 1 City council approval of \$950,000 budget to set up radio alarm network.
- May 15 Send letter, along with subscriber service contract to all current direct connect subscribers notifying them they will need to change to the Elmhurst radio alarm network within six months of August 1, 2009.
- June Purchase and install head end equipment. (City required equipment to receive radio alarms)
- July Install radio alarms in all municipal buildings.
- August 1 Cut over to new system.

It is therefore, the recommendation of the Public Affairs and Safety Committee that the City Council approve generally the proposed wireless radio alarm network, and furthermore, that steps be taken, as appropriate, to bring the above timeline of committee and Council review and approval forward as necessary.

Respectfully submitted,  
Public Affairs and Safety Committee

  
Mark A. Mulliner, Chairman

  
Michael Bram, Vice Chairman

  
Chris Nybo



# 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. FIGONI  
CITY TREASURER  
THOMAS P. BORCHERT  
CITY MANAGER

TT

February 10, 2009

To: Mayor Marcucci and Members of the City Council

Re: Audit Services Proposals

The Finance, Council Affairs and Administrative Services Committee met February 9, 2009 to review proposals received from four auditing firms to perform an audit of the City's financial statements for the fiscal year ending April 30, 2009. The following firms submitted proposals:

<u>Firm</u>	<u>Required Reports Proposal Fee</u>
Sikich LLP	\$29,350
Wolf & Company, LLP	\$31,450
O'Neill & Gaspardo, LLC	\$44,500
Crowe Horwath, LLP	\$48,700

Sikich LLP has been the City's auditor for the last seven years. The proposal fee from Sikich is one percent greater than the prior year fee. Prior to Sikich LLP, the City's auditor was Crowe Chizek and Company for seven years.

The audit firms stated above were reviewed in the areas of professional experience in municipal audits, commitment to governmental auditing practice, technical expertise and ability to support the goal of receiving the Certificate of Achievement for Excellence in Financial Reporting. Proposals were requested for the fiscal 2008-09 audit, with the option to audit the City's financial statements for each of the three subsequent fiscal years. A separate quote for performing a single audit, should one be required pursuant to the Single Audit Act of 1984 (as amended in 1996), was also requested. A single audit is required if the City receives greater than \$500,000 in Federal grants or loans in a fiscal year. A single audit was required for the City of Elmhurst for fiscal 2006; a single audit is not anticipated for fiscal 2008-09. The attached schedule provides detail of the fees quoted for each of the four fiscal years covered by the request for proposals, for each firm.

Staff recommended the firm of Sikich LLP be retained to perform the audit for fiscal year ending April 30, 2009, with the option to audit the City's financial statements for the three subsequent fiscal years. The audits performed by Sikich LLP in the past for the City of Elmhurst

Copies To All  
Elected Officials  
02-12-09

FINANCE, COUNCIL AFFAIRS &  
ADMINISTRATIVE SERVICES COMMITTEE  
Mayor 2-5-09 Gaston  
Treasurer Trosien  
Borchert

Page 2

February 10, 2009

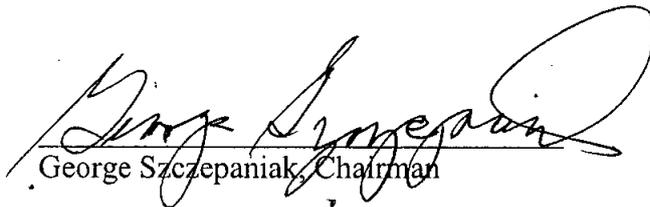
To: Mayor Marcucci and Members of the City Council

Re: Audit Services Proposals

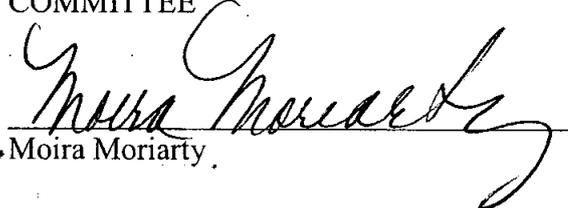
have been conducted in a professional, timely and efficient manner, and Sikich LLP has worked well with City staff and has supported the City's goal of achieving the Certificate of Achievement for Excellence in Financial Reporting, which the City has received for eighteen consecutive years. Sikich LLP also worked closely with City staff during the implementation of GASB Statement #34. The Finance Committee concurs with staff recommendation.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council approve Sikich LLP to perform an audit of the financial statements of the City of Elmhurst for the fiscal year ending April 30, 2009 in accordance with the laws and terms as specified in their proposal dated January 29, 2009, for a fee of \$29,350, with the option to conduct the audit for the subsequent three years.

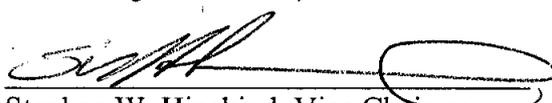
Respectfully submitted,  
FINANCE, COUNCIL AFFAIRS AND  
ADMINISTRATIVE SERVICES  
COMMITTEE



George Szczepaniak, Chairman



Moira Moriarty



Stephen W. Hipskind, Vice Chairman



Steve Morley



## City of Elmhurst 2009 Audit Proposal Fee Comparison Sheet

Audit Firm & Fee Types	FY 2009	FY 2010	FY 2011	FY 2012
<b>Sikich, LLP</b>	2008/09	2009/10	2010/11	2011/12
Annual Financial Report	\$ 28,500	\$ 29,640	\$ 30,826	\$ 32,059
TIF Audit Report	\$ 850	\$ 884	\$ 796	\$ 956
Subtotal Required Reports	\$ 29,350	\$ 30,524	\$ 31,622	\$ 33,015
Single Audit Report*	\$ 3,100	\$ 3,224	\$ 3,353	\$ 3,487
<b>Total Fees</b>	<b>\$ 32,450</b>	<b>\$ 33,748</b>	<b>\$ 34,975</b>	<b>\$ 36,502</b>

<b>Wolf &amp; Company, LLP</b>	2008/09	2009/10	2010/11	2011/12
Annual Financial Report	\$ 30,400	\$ 31,400	\$ 32,500	\$ 33,600
TIF Audit Report	\$ 1,050	\$ 1,100	\$ 1,150	\$ 1,200
Subtotal Required Reports	\$ 31,450	\$ 32,500	\$ 33,650	\$ 34,800
Single Audit Report*	\$ 2,100	\$ 2,175	\$ 2,250	\$ 2,325
<b>Total Fees</b>	<b>\$ 33,550</b>	<b>\$ 34,675</b>	<b>\$ 35,900</b>	<b>\$ 37,125</b>

<b>O'Neill &amp; Gaspardo, LLC</b>	2008/09	2009/10	2010/11	2011/12
Annual Financial Report	\$ -	\$ -	\$ -	\$ -
TIF Audit Report	\$ -	\$ -	\$ -	\$ -
Subtotal Required Reports	\$ -	\$ -	\$ -	\$ -
Single Audit Report*	\$ -	\$ -	\$ -	\$ -
<b>Total Fees</b>	<b>\$ 44,500</b>	<b>\$ 46,500</b>	<b>\$ 48,700</b>	<b>\$ 49,900</b>

<b>Crowe Horwath, LLP</b>	2008/09	2009/10	2010/11	2011/12
Annual Financial Report	\$ 47,700	\$ 49,100	\$ 50,600	\$ 52,100
TIF Audit Report	\$ 1,000	\$ 1,030	\$ 1,060	\$ 1,100
Subtotal Required Reports	\$ 48,700	\$ 50,130	\$ 51,660	\$ 53,200
Single Audit Report*	\$ 4,200	\$ 4,350	\$ 4,500	\$ 4,600
<b>Total Fees</b>	<b>\$ 52,900</b>	<b>\$ 54,480</b>	<b>\$ 56,160</b>	<b>\$ 57,800</b>

\* Single Audit Report is required occasionally, if the City receives Federal grants of loans which exceed, in total, \$500,000. A single audit will not be required for fiscal 2009



# 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 27, 2009

TO: Mayor Marcucci and Members of the City Council

RE: Historic Preservation Commission – Property Tax Freeze Program

Request by the Elmhurst Historic Preservation Commission (HPC) for City participation in the Property Tax Assessment Freeze Program, including authorizing the Mayor to sign a letter to the Illinois Historic Preservation Agency (IHPA) requesting IHPA approval of the City of Elmhurst Historic Preservation Ordinance.

The Development, Planning and Zoning Committee met on January 26, 2009 to review the Historic Preservation Commission report dated January 21, 2009 regarding the subject request. The Committee also reviewed documentation about the program published by the IHPA and distributed by City Staff. The Committee discussed the merits of Program participation, and how it will benefit historic preservation efforts within the Elmhurst community.

Approval of City participation in the Program (through a resolution) would allow for historic homes designated as local landmarks to qualify for the Property Tax Assessment Freeze. While properties that are on the National Register of Historic Places may already apply for this program, this creates a new avenue for local homeowners to seek a financial benefit for their historic preservation efforts.

During discussion, the Committee reviewed the process for receiving local landmark status, which requires Historic Preservation Commission review, with subsequent DPZ Committee review and final action by the City Council. The Committee also learned that this program would apply to the assessments for subject properties, and not to actual tax rates, which may fluctuate over time. They also learned that the assessment becomes frozen for the 8-year period at the beginning of the time period that rehabilitation efforts commence. In general, the following steps are necessary to allow homeowner participation in the Property Tax Assessment Freeze Program:

- 1) Historic Preservation Ordinance creation by the City of Elmhurst (**completed; ordinance approved October 16, 2006**);
- 2) City approval of Program participation including letter from the Mayor to the IHPA requesting approval of the local resolution (**current request**);
- 3) IHPA approval of the local resolution (**next task**);
- 4) Local landmark or federal landmark designation of an Elmhurst private residence (**addressed upon homeowner submittal of application and local review**);
- 5) Application by designated homeowner to the IHPA for conditional approval of rehabilitation plans (**by homeowner**);
- 6) When rehabilitation is completed, homeowner request for final approval by the IHPA (**by homeowner**).

Copies To All  
Elected Officials

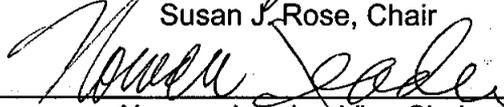
2-12-09

In conclusion, it is the recommendation of the Development, Planning and Zoning Committee that the City Council approve a resolution for City participation in the Property Tax Assessment Freeze Program, and authorize the Mayor's signature on a letter to the IHPA requesting their authorization of City participation. The City Attorney is hereby directed to prepare the necessary documents for City Council approval.

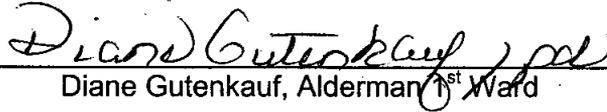
Respectfully submitted,  
DEVELOPMENT PLANNING AND ZONING COMMITTEE



Susan J. Rose, Chair



Norman Leader, Vice Chair



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



# 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

February 10, 2009

TO: Mayor Marcucci and Members of the City Council

RE: Case Number 09 P-01/Timothy Christian Amended Conditional Use  
Request for an Amended Conditional Use Permit for the purpose of constructing additions to existing classroom buildings on property commonly known as 188 W. Butterfield Road.

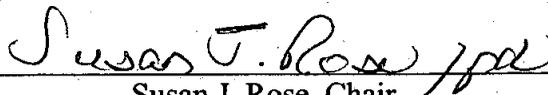
The Development, Planning and Zoning Committee met on February 10, 2009, to review the application and information regarding the subject request. This included application documents and plans supplied by the applicant, and the public hearing transcript for this request.

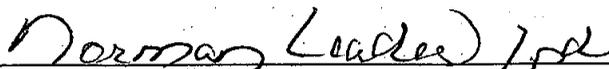
The Committee began review by emphasizing that this request includes no variations at all. They noted that the proposal meets applicable requirements, except that schools require conditional use approval in this district (R1). The Committee reviewed the layout/floor plan of the school, and the applicant discussed the new layout, which includes several additional classrooms in the elementary and high school areas. Other aspects of the project were also noted as follows:

- The DPZ also noted that these permanent additions will replace modular structures that the school has been using for several years.
- New layout for bus routes on site, which the Committee observed will be simpler than the existing routes.
- The applicants noted that they hope to begin construction of the additions as soon as fundraising allows them to do so.

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

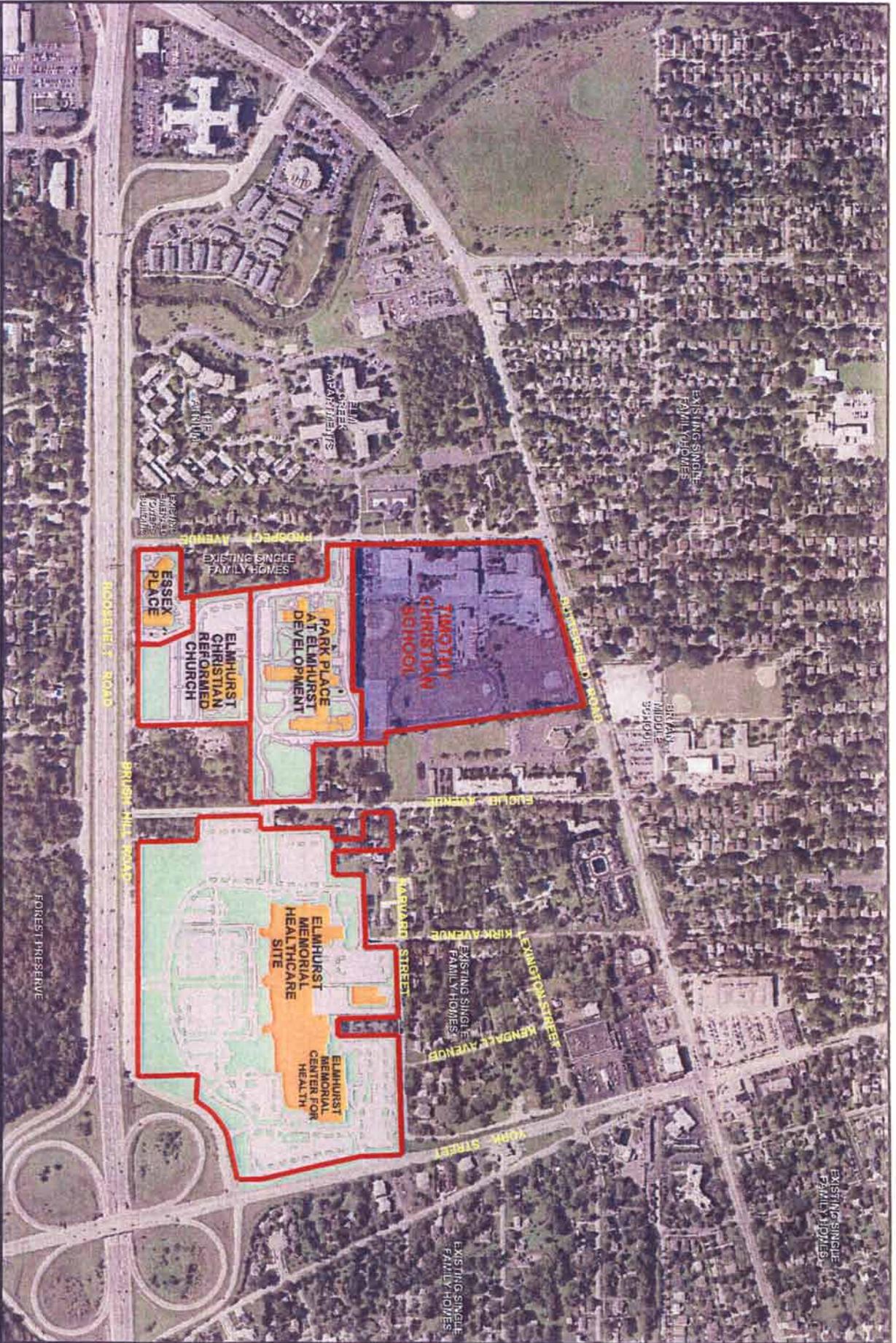
Respectfully submitted,  
DEVELOPMENT PLANNING AND ZONING COMMITTEE

  
Susan J. Rose, Chair

  
Norman Leader, Vice Chair

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

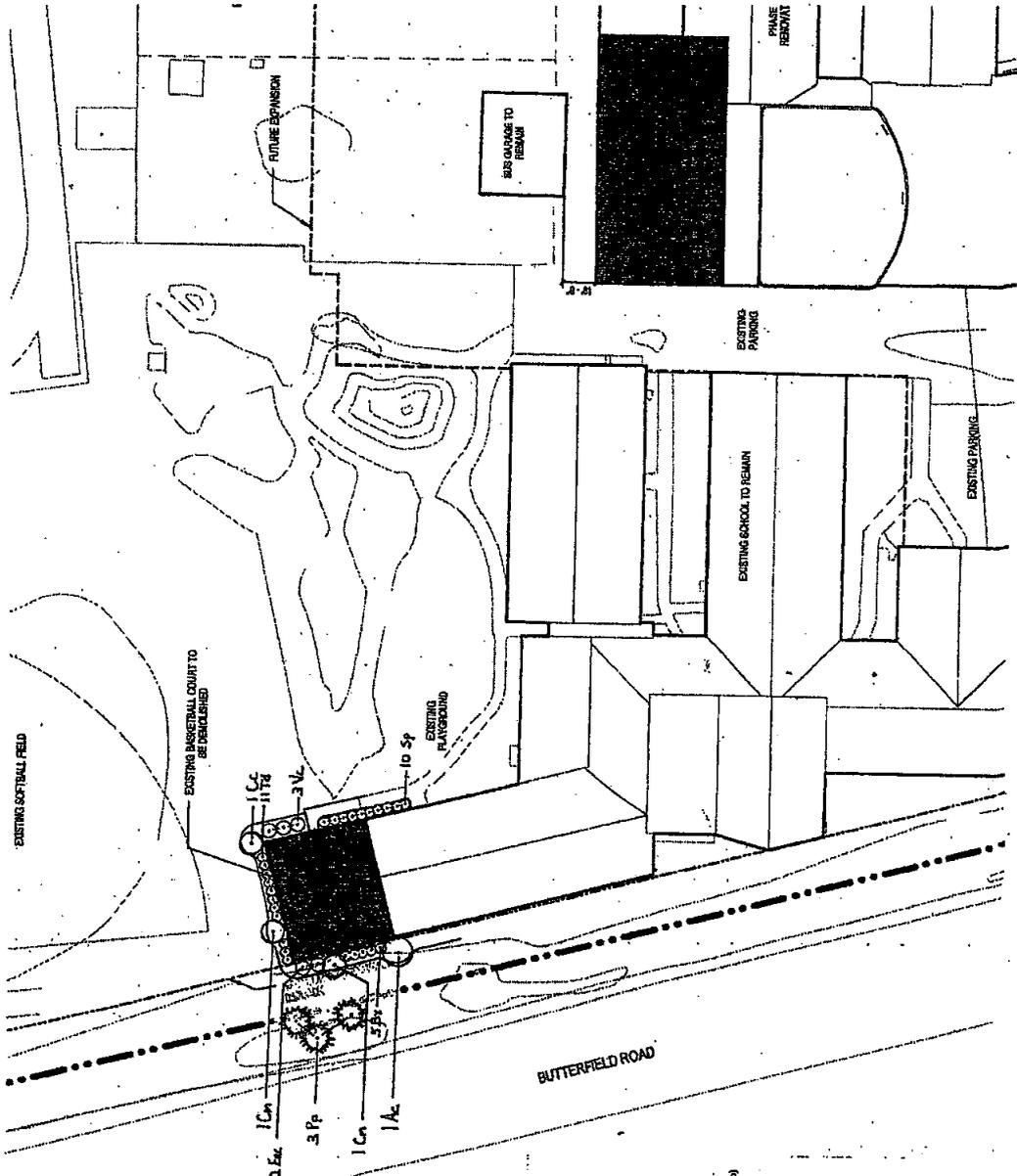
Copies To All  
Elected Officials  
2-12-09



V3 Companies  
 7325 Janes Avenue  
 Woodridge, IL 60517  
 630.724.9200 Phone  
 630.724.9202 fax  
 www.v3co.com

# TIMOTHY CHRISTIAN SCHOOL VICINITY MAP



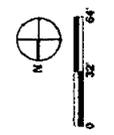
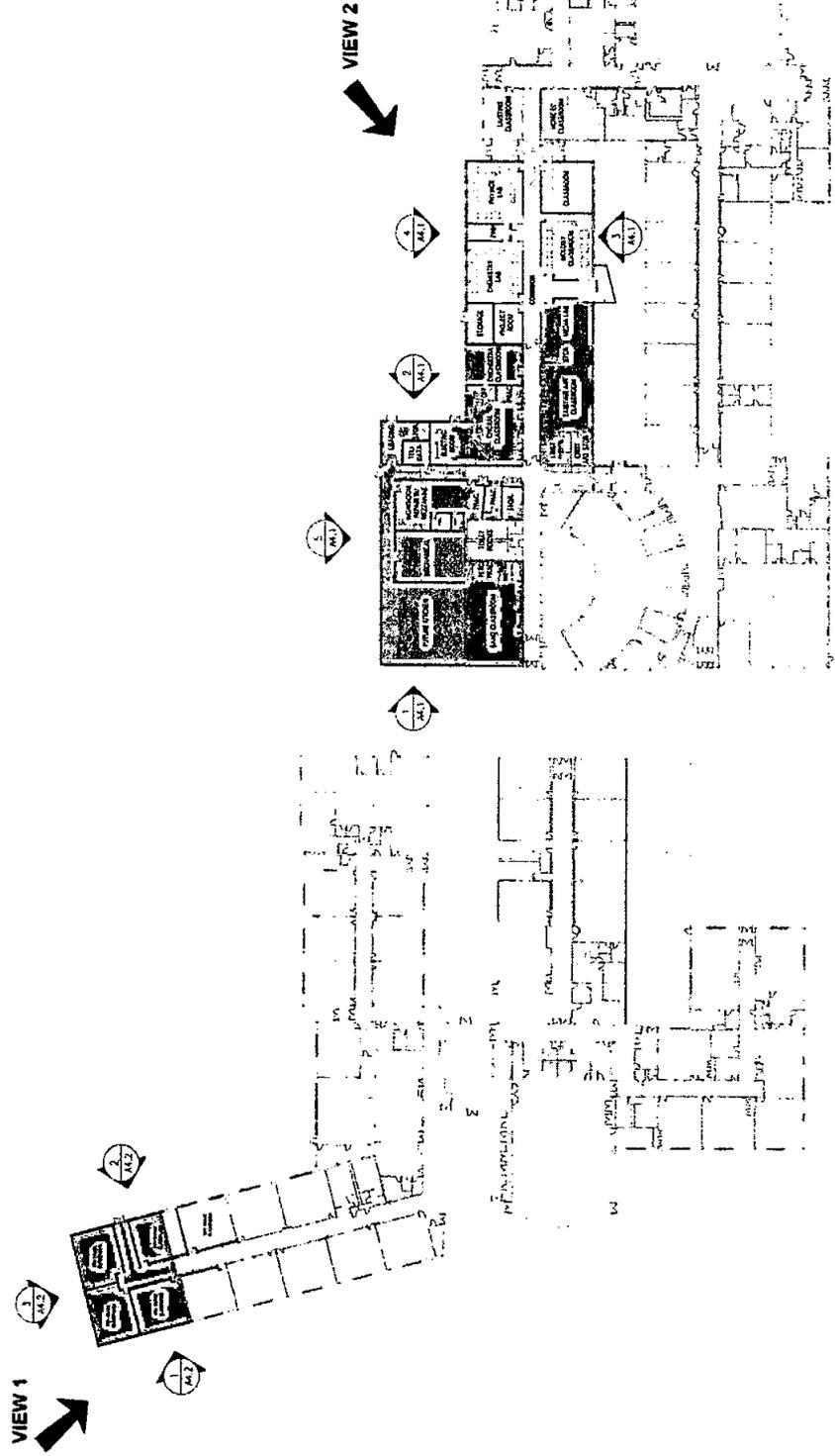


Drawn by: Bill Kujala  
 Allen Horticultural Enterprises, Inc.  
 1000 N. Lincoln Ave.  
 Lombard, IL 60148  
 PH: 630-798-0235  
 FAX: 630-798-0257  
 E-mail: bill@allenhorts.com

Scale: 1" = 20'  
 Final Date: 1/2005  
 3 Pp - Phase program (P-7, Mdb)  
 Dimensional Plans (S-5, Mdb)  
 1 Ac - Architectural construction "Granddaddy" (S-6, Mdb)  
 1 Cc - Collins eggplant "Toysie Purple" (L-6, Mdb)  
 Emergent Shrubs  
 11 Ft - "Jasna x media 'Doronicus'" (15", Mdb)  
 5 Br - "Bona x Chlorosa" (5 gal)  
 Deciduous Shrubs  
 3 No - "Viviparum" (24-30", Mdb)  
 10 Sp - "Sylvia" (meyer) "Pebble" (5 gal)  
 Four Timothy Christmas Shrubs  
 Phase 1D Addition



- Music Classrooms
- Science Addition
- Kitchen / Mechanical
- Art Classrooms
- Classrooms - 4th-5th Grades



OWPP  
12.04.08

**TIMOTHY CHRISTIAN SCHOOLS**  
FLOOR PLAN



O- 04 -2009

**AN ORDINANCE PROPOSING THE  
ESTABLISHMENT OF A SPECIAL SERVICE AREA  
IN THE CITY OF ELMHURST AND PROVIDING  
FOR A PUBLIC HEARING AND OTHER  
PROCEDURES IN CONNECTION THEREWITH  
(GLADYS AVENUE)**

---

BE IT AND IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS AS FOLLOWS:

SECTION 1. Authority to Establish Special Service Areas. Special service areas are established pursuant to Article VII, Section 6L of the Constitution of the State of Illinois in force July 1, 1971, which provides:

The General Assembly may not deny or limit the power of home rule units (1) to make local improvements by special assessment and to exercise this power jointly with other counties and municipalities; and other classes of units of local government having the power on the effective date of this Constitution, unless that power is subsequently denied by law to any such other units of local government or (2) to levy or impose additional taxes upon areas within their boundaries in the manner provided by law for the provision of special services to those areas and for the payment of debt incurred in order to provide those special services

and are established pursuant to the provisions of "the Special Service Area Tax Law (35ILCS 200/27-5 et seq.)" and pursuant to the Property Tax Code (35 ILCS 200/1 et. seq.).

SECTION 2. Findings. This City Council finds:

A. It is in the public interest that the creation of the area hereinafter described as a special service area for the purposes set forth herein be considered.

B. That said area is compact and contiguous and constitutes a residential area within the City of Elmhurst.

C. That said area is zoned for single family residential purposes and will benefit specially from the municipal services to be provided and that the proposed municipal services are in addition to the municipal services provided to the City of Elmhurst as a whole and it is, therefore, in the best interests of the City of Elmhurst that the levy of special taxes against said area for the services to be provided be considered.

SECTION 3. Public Hearing -- Tax Rates. That a public hearing shall be held on the 16th day of March, 2009, in the Elmhurst City Hall, 209 North York Street, Elmhurst, Illinois, to consider the creation of Special Service Area Number 12 of the City of Elmhurst in the territory described in the Notice set forth in Section 4 hereof. At the hearing, there will be considered the levy of an annual tax of not to exceed an annual rate of three-tenths percent (0.30%) of the assessed value, as equalized, of the property included in the Special Service Area. Said taxes

**Copies To All  
Elected Officials  
2-12-09**

shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code.

SECTION 4. Notice of Hearing. Notice of hearing shall be published at least once not less than fifteen (15) days prior to the public hearing in one or more newspapers in general circulation in the City of Elmhurst. In addition, notice by mailing shall be given by depositing said notice in the U.S. mails addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed Special Service Area. Said Notice shall be mailed not less than ten (10) days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the Notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property. The Notice shall be in substantially the following form:

NOTICE OF HEARING  
CITY OF ELMHURST  
SPECIAL SERVICE AREA NUMBER TWELVE

NOTICE IS HEREBY GIVEN that on March 16, 2009 at 7:30 p.m. in Elmhurst City Hall, 209 North York Street, Elmhurst, Illinois, a hearing will be held by the City Council of the City of Elmhurst to consider forming a Special Service Area consisting of the following described territory:

LOTS 11, 12 AND LOTS 36 THROUGH 58, INCLUSIVE, IN BLOCK 3 OF THE 3RD ADDITION TO ELMHURST GARDENS SUBDIVISION, RECORDED ON APRIL 6, 1925 AS DOCUMENT 190764,

AND THE EASTERLY 33 FEET OF THE VACATED JUNIOR TERRACE RIGHT-OF-WAY, ACCORDING TO THE PLAT OF VACATION RECORDED ON JULY 5, 1972 AS DOCUMENT R72-37912, LYING WEST OF, AND ADJACENT TO, SAID LOT 36 IN BLOCK 3,

AND LOTS 41 THROUGH 48, INCLUSIVE, IN BLOCK 6 OF SAID 3RD ADDITION TO ELMHURST GARDENS SUBDIVISION,

AND THE WESTERLY 33 FEET OF SAID JUNIOR TERRACE RIGHT-OF-WAY LYING EAST OF, AND ADJACENT TO, SAID LOT 48 IN BLOCK 6,

AND ALL PUBLIC RIGHTS-OF-WAY AND PUBLIC ALLEYS CONTIGUOUS AND ADJACENT THERETO,

ALL LOCATED IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

The approximate territory is those parcels of land having frontage on the north side of that portion of Gladys Avenue between Garden and West Avenues.

The accurate map of said territory is on file in the office of the City Clerk and is available for public inspection.

All interested persons affected by the formation of Elmhurst Special Service Area Number 12 will be given an opportunity to be heard regarding the formation of and the boundaries of the Special Service Area and may object to the formation of the area and the levy of taxes affecting said area.

The purpose of the formation of Elmhurst Special Service Area Number 12 in general is to provide special municipal services to the area, in addition to services provided to the City generally, including but not limited to, the installation of public sidewalks, removal and replacement of driveways, utility structure adjustments, related storm sewer improvements, parkway restoration and parkway tree removal and replacement and all other improvements and appurtenances related thereto.

An annual special tax will be considered at the public hearing not to exceed three-tenths percent (0.30%) of assessed value, as equalized, to be levied against the property included in the Special Service Area.

At the hearing, all persons affected will be given an opportunity to be heard. The hearing may be adjourned by the City Council to another date without further notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within the proposed Special Service Area and by at least 51% of the owners of record of the land included within the boundaries of the proposed Special Service Area is filed with the City Clerk within Sixty (60) days following the final adjournment of the public hearing objecting to the creation of the Special Service Area, or the levy or imposition of a tax for the provision of special services to the area, no such area may be created nor may any tax be levied or imposed.

Dated this 17th day of February, 2009

SECTION 5. All ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of the conflict.

SECTION 6. This Ordinance shall be in full force and effect after passage and publication according to law.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

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

H:\Susan\COE\Ordinances\SSA12.gladys avenue.doc

## COUNCIL ACTION SUMMARY

SUBJECT: Ordinance Proposing the Establishment of Special Service Area Number 12  
(Gladys Avenue between Garden and West Avenues)

ORIGINATOR: City Attorney

### DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendation of the Public Works and Buildings Committee, an ordinance has been prepared proposing the establishment of a Special Service Area encompassing the north side of that block of Gladys Avenue located between Garden and West Avenues for the installation of sidewalks and related improvements. This installation of sidewalks was endorsed by a majority of the area residents.

The process for establishing a Special Service Area is as follows:

1. A request for a Special Service Area or determination by the City Council that one may be appropriate;
2. The passage of an ordinance proposing the establishment of a Special Service Area, which ordinance sets the maximum tax rate, the geographic boundaries of the proposed Special Service Area, and the date for a public hearing as to whether the Special Service Area should be formed;
3. Passage of an ordinance establishing a Special Service Area, provided that within the 60 day period after the public hearing has been closed, no petitions objecting to its formation are filed. To successfully object to the formation of a Special Service Area, petitions must be filed containing signatures of at least 51 percent of the property owners and 51 percent of the electors in the proposed Special Service Area;
4. Passage of the appropriation and tax levy ordinances for the Special Service Area.

The estimate of the total construction cost is \$156,000. The property owners' 50% share would be paid via a special service area tax. The maximum annual special tax would be 0.30% of the equalized assessed value of the property within the proposed special service area.

Given the property tax cycle in Illinois, the passage of a tax levy for the Special Service Area would be filed by the end of December 2009 to generate tax revenues which would be available in June and September of 2010 and each year thereafter for the ten years the special service area is proposed to exist. The City would pay the entire cost of the project initially, the levy over ten years being used to repay the City for its 50% of the project cost.

An ordinance proposing the establishment of Special Service Area Number 12 and setting a public hearing for March 16, 2009 is attached for Council consideration.

Addison

ILLINOIS ROUTE 83 (Robert Kingery Highway)

Elmhurst

GARDEN AVE

ARMITAGE AVE

COMSTOCK AVE

GLADYS AVE

CROCKETT AVE

LORRAINE AVE

-007

-008

-009

-010

-011

-012

-013

-014

-021

-022

-023

-024

-025

-026

-027

-065

-066

-067

-030

-031

-032

-033

-055

-056

-035

-036

-037

-057

-058

-046

03-34-213-

03-34-214-

**Proposed Special Service Area**

Northeast Quarter, Section 34, Township 40 North, Range 11, East of the 3rd Principal Meridian, DuPage County, Illinois.



0 50 100 200 300 400 500 Feet

TT

MCO-01-2009

**AN ORDINANCE DESIGNATING WESTBOUND EGGLESTON AVENUE AT  
ARGYLE AVENUE, SOUTH-AND NORTHBOUND PARKSIDE AVENUE AT  
EGGLESTON AVENUE AND SOUTH-AND NORTHBOUND MITCHELL AVENUE AT  
EGGLESTON AVENUE AS YIELD RIGHT-OF-WAY STREETS**

---

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

SECTION 1. That Sections 44.114 (yield right-of-way streets enumerated) of the Elmhurst Municipal Code is amended by adding language to each such Section as follows:

Westbound Eggleston Avenue at Argyle Avenue  
South-and Northbound Parkside Avenue at Eggleston Avenue  
South-and Northbound Mitchell Avenue at Eggleston Avenue

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

SECTION 3. This ordinance shall be in full force and effect after passage and publication according to law.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

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

**Copies To All  
Elected Officials**

02-12-09

## COUNCIL ACTION SUMMARY

SUBJECT: Ordinance - Designation of Yield Right-of-Way Streets in Eggleston Avenue Corridor

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Attached for Council consideration is an ordinance designating the following streets:

Westbound Eggleston Avenue at Argyle Avenue;  
South-and Northbound Parkside Avenue at Eggleston Avenue; and  
South-and Northbound Mitchell Avenue at Eggleston Avenue

as yield right-of-way streets.

TT

**AN ORDINANCE IMPOSING PARKING RESTRICTIONS ON PORTIONS OF  
BERKLEY AVENUE AND RANDOLPH STREET**

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

SECTION 1. That Section 44.120 (No Parking Zones Enumerated) of the Elmhurst  
Municipal Code is amended by adding language to such Section as follows:

Berkley Avenue, along both sides thereof, between Randolph Street  
and Eggleston Avenue;  
Berkley Avenue, along both sides thereof, between Prairie Path Lane  
and a point that is 100 feet south thereof;  
Randolph Street, along the north side thereof, between Berkley Avenue  
and a point that is 80 feet west thereof.

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

SECTION 3. This ordinance shall be in full force and effect after passage and  
publication according to law.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

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

**Copies To All  
Elected Officials**  
02-12-09

## COUNCIL ACTION SUMMARY

SUBJECT: Ordinance - Parking Restrictions on Berkley Avenue and Randolph Street

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Attached for Council consideration is an ordinance establishing a "No Parking" zones at the following locations:

on both sides of Berkley Avenue between Randolph Streets and Eggleston Avenue;

on both sides of Berkley Avenue between Prairie Path Lane and a point 100 feet south thereof and

on the north side of Randolph Street between Berkley Avenue and a point 80 feet south thereof.

TT

MCO-03-2009

**AN ORDINANCE IMPOSING PARKING RESTRICTIONS ON A PORTION OF  
COTTAGE HILL AVENUE**

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

SECTION 1. That Section 44.122(e) (Two Hour Parking Zones) of the Elmhurst Municipal Code is amended by adding language to such Section as follows:

Cottage Hill Avenue, along both sides thereof, between Church Street and Elmwood Terrace.

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

SECTION 3. This ordinance shall be in full force and effect after passage and publication according to law.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

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

**Copies To All  
Elected Officials**

02-12-09

**COUNCIL ACTION SUMMARY**

**SUBJECT:** Ordinance - Cottage Hill Avenue Parking Restrictions

**ORIGINATOR:** City Attorney

**DESCRIPTION OF SUBJECT MATTER:**

Attached for Council consideration is an ordinance that would establish a 2-hour parking limit on both sides thereof, between Church Street and Elmwood Terrace.

TT

R-04-2009

**A RESOLUTION APPROVING A REVISED  
INVESTMENT POLICY FOR THE CITY OF ELMHURST**

---

**WHEREAS**, investment income provides a significant non-tax revenue source for the City; and

**WHEREAS**, on November 1, 1999, the City Council adopted Resolution No. R-22-99 which Resolution approved a revised investment policy for the City of Elmhurst; and

**WHEREAS**, the City Council wishes to adopt a revised investment policy which has requirements above and beyond that required by state statute and which is suitable for certification by the Municipal Treasurers of the United States and Canada; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Elmhurst, DuPage and Cook Counties, Illinois that the "City of Elmhurst Investment Policy", attached hereto as Exhibit "A" is hereby approved.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

Adopted this \_\_\_\_\_ day  
of \_\_\_\_\_, 2009.

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

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

## COUNCIL ACTION SUMMARY

SUBJECT: Resolution - Approval of Revised Investment Policy

ORIGINATOR: City Attorney

### DESCRIPTION OF SUBJECT MATTER:

The Finance Director and Finance Committee have recommended that an updated investment policy be adopted. The proposed policy meets the requirements of the Municipal Treasurers of the United States and Canada, and assuming Council approval of same, will be submitted for certification by that organization.

A resolution as formally adopting a revised Investment Policy is attached for Council consideration.

# **CITY OF ELMHURST INVESTMENT POLICY**

## **1.0 Policy**

It is the policy of the City of Elmhurst to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City and conforming to all state and local statutes governing the investment of public funds.

## **2.0 Scope**

This investment policy applies to all financial assets of the City. The financial assets of the Police Pension Fund and the Firefighter Pension Fund are subject to the policies of the respective Boards. The following funds are subject to this investment policy and are accounted for in the City's Comprehensive Annual Financial Report:

### **2.1 Funds**

- 2.1.1 General Fund
- 2.1.2 Special Revenue Funds
- 2.1.3 Capital Projects Funds
- 2.1.4 Enterprise Funds
- 2.1.5 Debt Service Funds
- 2.1.6 Special Assessment Funds
- 2.1.7 Restricted Funds
- 2.1.8 Any new fund created by the City Council, unless specifically exempted.

## **3.0 Prudence**

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

### **3.1 Standard**

The standard of prudence to be used by the investment officer shall be the "prudent person" and/or "prudent investor" standard and shall be applied in the context of managing an overall portfolio. The investment officer and staff, acting in accordance with written procedures and the investment policy and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

#### 4.0 **Objective**

The primary objectives, in priority order, of the City's investment activities shall be:

##### 4.1 **Safety**

Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

##### A. **Credit Risk**

Credit risk is the risk of loss due to the failure of the security issuer or backer. Credit risk may be mitigated by:

- Limiting investment to the safest types of securities,
- Pre-qualifying the financial institutions, brokers/dealers, intermediaries and advisors with which the City will do business, and
- Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

##### B. **Interest Rate Risk**

Interest rate risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. Interest rate risk may be mitigated by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity, and
- Investing operating funds primarily in shorter-term securities.

##### 4.2 **Liquidity**

The City's investment portfolio shall remain sufficiently liquid to enable the City of Elmhurst to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary markets. A portion of the portfolio also may be placed in local government investment pools which offer same day liquidity for short term funds.

### **4.3 Return on Investments**

Return on investment is of tertiary concern when compared to the safety and liquidity objectives described above. The City of Elmhurst's investment portfolio shall be designed with the objective of attaining a benchmark rate of return throughout budgetary economic cycles, commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio. Investments are limited to very low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

- A. A security with declining credit may be sold early to minimize loss of principal;
- B. A security swap would improve the quality, yield, or target duration in the portfolio;  
or
- C. Liquidity needs of the portfolio require that the security be sold.

### **5.0 Delegation of Authority**

Authority to manage the City's investment program is derived from the City Council. The establishment of investment policies is the responsibility of the City Council. Management and administrative responsibility for the investment program is hereby delegated to the Director of Finance and Administration who, under the direction of the City Manager and the City Treasurer, shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials, and their procedures in the absence of the Director of Finance and Administration.

#### **5.1 Investment Procedures**

The Director of Finance and Administration shall establish written investment policy procedures for the operation of the investment program consistent with this investment policy. The procedures should include reference to safekeeping, wire transfer agreements, banking service contracts, collateral/depository agreements and repurchase agreements. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Director. The Director may from time to time amend the written procedures in a manner not inconsistent with this policy or with state statutes.

### **6.0 Ethics and Conflicts of Interest**

Individuals involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or which could impair their ability to make impartial investment decisions. Individuals involved in the investment process shall disclose to the City Manager any material financial interests in financial institutions that conduct business within their jurisdiction. In addition, such individuals shall

disclose any large personal financial/investment positions that could be related to the performance of the City. Individuals involved in the investment process shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.

#### 7.0 **Authorized Financial Dealers and Institutions**

The Director of Finance and Administration will maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment services in the State of Illinois. These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). No public deposit shall be made except in a qualified public depository as established by state statutes.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Director of Finance and Administration with the following:

- audited financial statement;
- proof of National Association of Security Dealers (NASD) certification;
- proof of state registration; and
- certification of having read, understood and agreeing to comply with the City's investment policy.

An annual review of the financial condition and registration of qualified financial institutions and broker/dealers will be conducted by the Director of Finance and Administration. A current audited financial statement must be on file for each financial institution and broker/dealer through which the City invests.

#### 8.0 **Authorized and Suitable Investments**

The City may invest in any type of security allowed for in Illinois statutes regarding the investment of public funds (see Attachment A). Current approved investments include, in part:

- A. Bonds, notes, certificates of indebtedness, treasury bills or other securities which are guaranteed by the full faith and credit of the United States of America as to principal and interest, or other similar obligation of the United States of America or its agencies.
- B. Interest bearing savings accounts, interest bearing certificates of deposit or interest bearing time deposits or any other investment constituting direct obligations of any bank as defined by the Illinois Banking Act and is insured by the Federal Deposit Insurance Corporation.

- C. Public treasurers' investment pool created under Section 17 of the State Treasurer Act.
- D. Short term obligations of corporations (banker's acceptances and commercial paper) organized in the United States with assets exceeding \$500 million and rated at the time of purchase at the highest classification established by at least two standard rating services. Such investments must mature within 180 days from date of purchase and may not exceed 10% of the corporations' outstanding obligations. No more than a combined 33% of the City's funds may be invested in banker's acceptances and commercial paper at any given time.
- E. Short term discount obligation of the Federal National Mortgage Association (FNMA) or in shares of other forms of securities legally issuable by savings banks or savings and loan associations incorporated under the laws of this state or any other state or under the laws of the United States. Investments may be made only in those savings banks or savings and loan associations of which the shares, or investment certificates of which are insured by the Federal Deposit Insurance Corporation (FDIC).
- F. Interest bearing bonds of any county, township, city, village, incorporated town, municipal corporation, or school district of the State of Illinois.
- G. Repurchase agreements of government securities as specified by state statute.
- H. Investment in derivatives of the above instruments is prohibited unless specifically authorized by City of Elmhurst City Council.

#### 8.1 **Master Repurchase Agreement**

If repurchase agreements are legal or authorized, a Master Repurchase Agreement must be signed with the bank or dealer.

#### 9.0 **Investment Pool/Mutual Funds**

A thorough investigation of an investment pool or mutual fund is required prior to investing, and on a continual basis. The following information shall be provided by the pool/fund prior to investing:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.

- A schedule for receiving statement and portfolio listings.
- Whether reserves, retained earnings, etc. are utilized by the pool/fund.
- A fee schedule and when and how it is assessed.
- Whether the pool/fund is eligible for bond proceeds and/or whether it will accept such proceeds.

#### 10.0 **Collateralization**

It is the policy of the City that the City requires funds on deposit and certificates of deposit in excess of FDIC limits (currently \$100,000) be secured by some form of collateral. The City will accept any of the following assets as collateral:

- Government securities.
- Obligations of federal agencies.
- Obligations of the State of Illinois

The City reserves the right to accept/reject any form of the above named securities.

The amount of collateral provided for funds on deposit will not be less than 110% of the market value of the net amount of public funds secured. The ratio of market value of collateral to the amount of funds secured will be reviewed monthly, and additional collateral will be required when the ratio declines below the level required and collateral will be released if the market value exceeds the required level. Pledged collateral will be held in safekeeping by an independent third party depository or the Federal Reserve Bank of Chicago, designated by the City and evidenced by a safekeeping agreement. A clearly marked evidence of ownership (safekeeping receipt) shall be supplied to the City and retained by the City. Collateral agreements will preclude the release of the pledged assets without an authorized signature from the City.

#### 11.0 **Safekeeping and Custody**

All security transactions entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis. Securities, with the exception of certificates of deposit, will be held by a third party custodian designated by the Director of Finance and Administration and evidenced by safekeeping receipts. Certificates of deposit are permitted to be safekept at the issuing bank provided that certificates of deposit are fully collateralized at not less than 110% of market value and pledges are held at an independent third party institution.

#### 12.0 **Diversification**

The City will diversify its investments by security type (excluding U.S. Treasury Securities) and institution. The City shall not exceed the following diversification limits unless specifically authorized by the City Council:

- Monies deposited at a financial institution shall not exceed 75% of the capital stock and surplus of that institution.

- Commercial paper and bankers' acceptances shall not exceed 33% of the City's investment portfolio.
- Investment in the public treasurer's investment pool shall not exceed 75% of the City's investment portfolio.
- Certificates of deposit with savings and loan associations shall not exceed 5% of the portfolio.
- The combination of certificates of deposit, bankers' acceptances and commercial paper shall not exceed 33% of the investment portfolio with any one financial institution.
- Commercial paper shall not exceed 10% of the investment portfolio with any one corporate entity.
- State and local government securities shall not exceed 25% of the investment portfolio.
- Repurchase agreements shall not exceed 25% of the investment portfolio, and shall not exceed 10% of the portfolio with any one institution.

### 13.0 Maximum Maturities

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than two years from the date of purchase. Reserve funds may be invested in securities exceeding two years if the maturity of such investments are made to coincide as nearly as practicable with the expected use of the funds. The intent to invest in securities with longer maturities shall be disclosed in writing to the City Council. Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in public treasurer's investment pool money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained to meet ongoing obligations.

### 14.0 Internal Control

The Director of Finance and Administration is responsible for establishing and maintaining an internal control structure designed to insure that the assets of the City are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of the control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits require estimates and judgments by management.

Accordingly, the Director of Finance and Administration shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures.

### 15.0 Performance Standards

The investment portfolio will be managed in accordance with the parameters specified within this policy. The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs. Portfolio performance should be compared to appropriate benchmarks on a regular basis.

### **15.1 Market Yield (Benchmark)**

The City's investment strategy is passive. Given this strategy, the basis used by the Director of Finance and Administration to determine whether market yields are being achieved shall be the six-month U.S. Treasury Bill.

### **16.0 Reporting**

The Director of Finance and Administration shall provide investment reports quarterly, including a management summary that provides a clear picture of the status of the current investment portfolio. This management summary will be prepared in a manner which will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report shall be provided to the City Manager. The report may include the following:

- A listing of individual securities held at the end of the reporting period by authorized investment category.
- Average weighted yield to maturity of portfolio on City investments as compared to applicable benchmarks.
- A listing of investments by maturity date, noting average life of investments.
- Percentage of the total portfolio which each institution is holding.
- Percentage of the total portfolio represented by each investment category.
- Principal and type of investment by fund.
- Coupon, discount or earnings rate.
- Par value, amortized book value and market value.

### **16.1 Marking to Market**

The market value of the portfolio shall be calculated quarterly and a statement of the market value of the portfolio shall be issued quarterly. This will ensure that review has been performed on the investment portfolio in terms of value and price volatility. Review should be consistent with the Government Finance Officers Association (GFOA) Recommended Practice on Mark-to-Market Practices for State and Local Government Investment Portfolios and Investment Pools.

### **17.0 Investment Policy Adoption**

The City of Elmhurst's investment policy shall be adopted by resolution of the City Council.

### **17.1 Exemptions**

Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

## 17.2 **Amendments**

This policy shall be reviewed on an annual basis by the Director of Finance and Administration. Any modifications made thereto must be approved by the City Council.

## 18.0 **Glossary**

See attached.

## GLOSSARY

**AGENCIES:** Federal agency securities and/or Government-sponsored enterprises.

**ASKED:** The price at which securities are offered.

**BANKERS' ACCEPTANCE (BA):** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

**BASIS POINT (BP):** A unit of measurement for interest rates or yields that are expressed in percentages. (One hundred basis points equal 1 percent.)

**BENCHMARK:** A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

**BID:** The price offered by a buyer of securities. (When you are selling securities, you ask for a bid.) See Offer.

**BOND EQUIVALENT YIELD (BEY):** An annual yield, expressed as a percentage, describing the return provided to bond holders. The BEY is a way to compare yields available from discount securities such as Treasury bills and BA(s) with yields available from coupon securities.

**BROKER:** A broker brings buyers and sellers together for a commission.

**CERTIFICATE OF DEPOSIT (CD):** A time deposit with a specific maturity evidenced by a Certificate. Large-denomination CD's are typically negotiable.

**COLLATERAL:** Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

**COMMERCIAL PAPER (CP):** Unsecured, short-term promissory notes issued by corporations for specific amounts and with specific maturity dates.

**COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR):** The official annual report for the City of Elmhurst. It includes combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

**COUPON:** (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

**DEALER:** A firm or individual who buys and sells for their own account. Dealers have ownership between a purchase from one party and a sale to another party. Dealers are compensated by the spread between the price they pay and the price they receive.

**DEBENTURE:** A bond secured only by the general credit of the issuer.

**DELIVERY VERSUS PAYMENT:** There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

**DERIVATIVES:** (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

**DISCOUNT:** The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

**DISCOUNT SECURITIES:** Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury Bills.

**DIVERSIFICATION:** Dividing investment funds among a variety of securities offering independent returns.

**FEDERAL CREDIT AGENCIES:** Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

**FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC):** A federal agency that insures bank deposits, currently up to \$100,000 per deposit.

**FEDERAL FUNDS RATE:** The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

**FEDERAL HOME LOAN BANKS (FHLB):** Government sponsored wholesale banks (currently 12 regional banks), which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related assets of its members who must purchase stock in their district Bank.

**FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA):** FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States.

Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

**FEDERAL OPEN MARKET COMMITTEE (FOMC):** Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

**FEDERAL RESERVE SYSTEM:** The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

**GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae):** Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FmHA mortgages. The term "pass-throughs" is often used to describe Ginnie Maes.

**LIQUIDITY:** A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

**LOCAL GOVERNMENT INVESTMENT POOL (LGIP):** The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

**MARK TO MARKET:** The process of restating the carrying value of an asset or liability to equal its current market value.

**MARKET VALUE:** The price at which a security is trading and could presumably be purchased or sold.

**MASTER REPURCHASE AGREEMENT:** A written contract covering all future transactions between the parties to repurchase – reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller borrower.

**MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.

**MONEY MARKET:** The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

**OFFER:** The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Asked and Bid.

**OPEN MARKET OPERATIONS:** Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

**PORTFOLIO:** Collection of securities held by an investor.

**PREMIUM:** The amount by which the price for a security is greater than its par amount.

**PRIMARY DEALER:** A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

**PRUDENT PERSON RULE:** An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the custody state--the so-called legal list. In other states the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

**QUALIFIED PUBLIC DEPOSITORIES:** A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

**RATE OF RETURN:** The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

**REINVESTMENT RISK:** The risk that all or part of the principal may be received when interest rates are lower than when the security was originally purchased, so that the principal must be reinvested at a lower rate than the rate originally received by the investor.

**REPURCHASE AGREEMENT (RP OR REPO):** A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The

security “buyer” in effect lends the “seller” money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money that is, increasing bank reserves.

**SAFEKEEPING:** A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank’s vaults for protection.

**SECONDARY MARKET:** A market made for the purchase and sale of outstanding issues following the initial distribution.

**SECURITIES & EXCHANGE COMMISSION:** Agency created by Congress to protect investors in securities transactions by administering securities legislation.

**SEC RULE 15C3-1:** See Uniform Net Capital Rule.

**STRUCTURED NOTES:** Notes issued by Government Sponsored Enterprises (FHLB, FNMA, SLMA, etc.) and Corporations, which have imbedded options (e.g., call features, step-up coupons, floating rate coupons, derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options and shifts in the shape of the yield curve.

**TREASURY BILLS:** A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

**TREASURY BONDS:** Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

**TREASURY NOTES:** Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from two to 10 years.

**UNIFORM NET CAPITAL RULE:** Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

**YIELD:** The rate of annual income return on an investment, expressed as a percentage. (a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security. (b) **NET YIELD** or **YIELD TO MATURITY** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

**FINANCE**  
**(30 ILCS 235/) Public Funds Investment Act.**

(30 ILCS 235/0.01) (from Ch. 85, par. 900)

Sec. 0.01. Short title. This Act may be cited as the Public Funds Investment Act.

(Source: P.A. 86-1324.)

(30 ILCS 235/1) (from Ch. 85, par. 901)

Sec. 1. The words "public funds", as used in this Act, mean current operating funds, special funds, interest and sinking funds, and funds of any kind or character belonging to or in the custody of any public agency.

The words "public agency", as used in this Act, mean the State of Illinois, the various counties, townships, cities, towns, villages, school districts, educational service regions, special road districts, public water supply districts, fire protection districts, drainage districts, levee districts, sewer districts, housing authorities, the Illinois Bank Examiners' Education Foundation, the Chicago Park District, and all other political corporations or subdivisions of the State of Illinois, now or hereafter created, whether herein specifically mentioned or not. This Act does not apply to the Illinois Prepaid Tuition Trust Fund, private funds collected by the Illinois Conservation Foundation, or pension funds or retirement systems established under the Illinois Pension Code, except as otherwise provided in that Code.

(Source: P.A. 91-669, eff. 1-1-00; 92-797, eff. 8-15-02.)

(30 ILCS 235/2) (from Ch. 85, par. 902)

Sec. 2. Authorized investments.

(a) Any public agency may invest any public funds as follows:

(1) in bonds, notes, certificates of indebtedness, treasury bills or other securities now or hereafter issued, which are guaranteed by the full faith and credit of the United States of America as to principal and interest;

(2) in bonds, notes, debentures, or other similar obligations of the United States of America or its agencies;

(3) in interest-bearing savings accounts, interest-bearing certificates of deposit or interest-bearing time deposits or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act;

(4) in short term obligations of corporations organized in the United States with assets exceeding \$500,000,000 if (i) such obligations are rated at the time of purchase at one of the 3 highest classifications established by at least 2 standard rating services and which mature not later than 180 days from the date of purchase, (ii) such purchases do not exceed 10% of the corporation's outstanding obligations and (iii) no more than one-third of the public agency's funds may be invested in short term obligations of corporations; or

(5) in money market mutual funds registered under the Investment Company Act of 1940, provided that the

portfolio of any such money market mutual fund is limited to obligations described in paragraph (1) or (2) of this subsection and to agreements to repurchase such obligations.

(a-1) In addition to any other investments authorized under this Act, a municipality may invest its public funds in interest bearing bonds of any county, township, city, village, incorporated town, municipal corporation, or school district, of the State of Illinois, of any other state, or of any political subdivision or agency of the State of Illinois or of any other state, whether the interest earned thereon is taxable or tax-exempt under federal law. The bonds shall be registered in the name of the municipality or held under a custodial agreement at a bank. The bonds shall be rated at the time of purchase within the 4 highest general classifications established by a rating service of nationally recognized expertise in rating bonds of states and their political subdivisions.

(b) Investments may be made only in banks which are insured by the Federal Deposit Insurance Corporation. Any public agency may invest any public funds in short term discount obligations of the Federal National Mortgage Association or in shares or other forms of securities legally issuable by savings banks or savings and loan associations incorporated under the laws of this State or any other state or under the laws of the United States. Investments may be made only in those savings banks or savings and loan associations the shares, or investment certificates of which are insured by the Federal Deposit Insurance Corporation. Any such securities may be purchased at the offering or market price thereof at the time of such purchase. All such securities so purchased shall mature or be redeemable on a date or dates prior to the time when, in the judgment of such governing authority, the public funds so invested will be required for expenditure by such public agency or its governing authority. The expressed judgment of any such governing authority as to the time when any public funds will be required for expenditure or be redeemable is final and conclusive. Any public agency may invest any public funds in dividend-bearing share accounts, share certificate accounts or class of share accounts of a credit union chartered under the laws of this State or the laws of the United States; provided, however, the principal office of any such credit union must be located within the State of Illinois. Investments may be made only in those credit unions the accounts of which are insured by applicable law.

(c) For purposes of this Section, the term "agencies of the United States of America" includes: (i) the federal land banks, federal intermediate credit banks, banks for cooperative, federal farm credit banks, or any other entity authorized to issue debt obligations under the Farm Credit Act of 1971 (12 U.S.C. 2001 et seq.) and Acts amendatory thereto; (ii) the federal home loan banks and the federal home loan mortgage corporation; and (iii) any other agency created by Act of Congress.

(d) Except for pecuniary interests permitted under subsection (f) of Section 3-14-4 of the Illinois Municipal Code or under Section 3.2 of the Public Officer Prohibited Practices Act, no person acting as treasurer or financial officer or who is employed in any similar capacity by or for a

public agency may do any of the following:

(1) have any interest, directly or indirectly, in any investments in which the agency is authorized to invest.

(2) have any interest, directly or indirectly, in the sellers, sponsors, or managers of those investments.

(3) receive, in any manner, compensation of any kind from any investments in which the agency is authorized to invest.

(e) Any public agency may also invest any public funds in a Public Treasurers' Investment Pool created under Section 17 of the State Treasurer Act. Any public agency may also invest any public funds in a fund managed, operated, and administered by a bank, subsidiary of a bank, or subsidiary of a bank holding company or use the services of such an entity to hold and invest or advise regarding the investment of any public funds.

(f) To the extent a public agency has custody of funds not owned by it or another public agency and does not otherwise have authority to invest such funds, the public agency may invest such funds as if they were its own. Such funds must be released to the appropriate person at the earliest reasonable time, but in no case exceeding 31 days, after the private person becomes entitled to the receipt of them. All earnings accruing on any investments or deposits made pursuant to the provisions of this Act shall be credited to the public agency by or for which such investments or deposits were made, except as provided otherwise in Section 4.1 of the State Finance Act or the Local Governmental Tax Collection Act, and except where by specific statutory provisions such earnings are directed to be credited to and paid to a particular fund.

(g) A public agency may purchase or invest in repurchase agreements of government securities having the meaning set out in the Government Securities Act of 1986 subject to the provisions of said Act and the regulations issued thereunder. The government securities, unless registered or inscribed in the name of the public agency, shall be purchased through banks or trust companies authorized to do business in the State of Illinois.

(h) Except for repurchase agreements of government securities which are subject to the Government Securities Act of 1986, no public agency may purchase or invest in instruments which constitute repurchase agreements, and no financial institution may enter into such an agreement with or on behalf of any public agency unless the instrument and the transaction meet the following requirements:

(1) The securities, unless registered or inscribed in the name of the public agency, are purchased through banks or trust companies authorized to do business in the State of Illinois.

(2) An authorized public officer after ascertaining which firm will give the most favorable rate of interest, directs the custodial bank to "purchase" specified securities from a designated institution. The "custodial bank" is the bank or trust company, or agency of government, which acts for the public agency in connection with repurchase agreements involving the investment of funds by the public agency. The State Treasurer may act as custodial bank for public agencies executing repurchase agreements. To the extent the Treasurer acts in this

capacity, he is hereby authorized to pass through to such public agencies any charges assessed by the Federal Reserve Bank.

(3) A custodial bank must be a member bank of the Federal Reserve System or maintain accounts with member banks. All transfers of book-entry securities must be accomplished on a Reserve Bank's computer records through a member bank of the Federal Reserve System. These securities must be credited to the public agency on the records of the custodial bank and the transaction must be confirmed in writing to the public agency by the custodial bank.

(4) Trading partners shall be limited to banks or trust companies authorized to do business in the State of Illinois or to registered primary reporting dealers.

(5) The security interest must be perfected.

(6) The public agency enters into a written master repurchase agreement which outlines the basic responsibilities and liabilities of both buyer and seller.

(7) Agreements shall be for periods of 330 days or less.

(8) The authorized public officer of the public agency informs the custodial bank in writing of the maturity details of the repurchase agreement.

(9) The custodial bank must take delivery of and maintain the securities in its custody for the account of the public agency and confirm the transaction in writing to the public agency. The Custodial Undertaking shall provide that the custodian takes possession of the securities exclusively for the public agency; that the securities are free of any claims against the trading partner; and any claims by the custodian are subordinate to the public agency's claims to rights to those securities.

(10) The obligations purchased by a public agency may only be sold or presented for redemption or payment by the fiscal agent bank or trust company holding the obligations upon the written instruction of the public agency or officer authorized to make such investments.

(11) The custodial bank shall be liable to the public agency for any monetary loss suffered by the public agency due to the failure of the custodial bank to take and maintain possession of such securities.

(i) Notwithstanding the foregoing restrictions on investment in instruments constituting repurchase agreements the Illinois Housing Development Authority may invest in, and any financial institution with capital of at least \$250,000,000 may act as custodian for, instruments that constitute repurchase agreements, provided that the Illinois Housing Development Authority, in making each such investment, complies with the safety and soundness guidelines for engaging in repurchase transactions applicable to federally insured banks, savings banks, savings and loan associations or other depository institutions as set forth in the Federal Financial Institutions Examination Council Policy Statement Regarding Repurchase Agreements and any regulations issued, or which may be issued by the supervisory federal authority pertaining thereto and any amendments thereto; provided further that the securities shall be either (i) direct general obligations of, or obligations the payment of the principal of and/or interest

on which are unconditionally guaranteed by, the United States of America or (ii) any obligations of any agency, corporation or subsidiary thereof controlled or supervised by and acting as an instrumentality of the United States Government pursuant to authority granted by the Congress of the United States and provided further that the security interest must be perfected by either the Illinois Housing Development Authority, its custodian or its agent receiving possession of the securities either physically or transferred through a nationally recognized book entry system.

(j) In addition to all other investments authorized under this Section, a community college district may invest public funds in any mutual funds that invest primarily in corporate investment grade or global government short term bonds. Purchases of mutual funds that invest primarily in global government short term bonds shall be limited to funds with assets of at least \$100 million and that are rated at the time of purchase as one of the 10 highest classifications established by a recognized rating service. The investments shall be subject to approval by the local community college board of trustees. Each community college board of trustees shall develop a policy regarding the percentage of the college's investment portfolio that can be invested in such funds.

Nothing in this Section shall be construed to authorize an intergovernmental risk management entity to accept the deposit of public funds except for risk management purposes.

(Source: P.A. 93-360, eff. 7-24-03.)

(30 ILCS 235/2.5)

Sec. 2.5. Investment policy.

(a) Investment of public funds by a public agency shall be governed by a written investment policy adopted by the public agency. The level of detail and complexity of the investment policy shall be appropriate to the nature of the funds, the purpose for the funds, and the amount of the public funds within the investment portfolio. The policy shall address safety of principal, liquidity of funds, and return on investment and shall require that the investment portfolio be structured in such manner as to provide sufficient liquidity to pay obligations as they come due. In addition, the investment policy shall include or address the following:

- (1) a listing of authorized investments;
- (2) a rule, such as the "prudent person rule", establishing the standard of care that must be maintained by the persons investing the public funds;
- (3) investment guidelines that are appropriate to the nature of the funds, the purpose for the funds, and the amount of the public funds within the investment portfolio;
- (4) a policy regarding diversification of the investment portfolio that is appropriate to the nature of the funds, the purpose for the funds, and the amount of the public funds within the investment portfolio;
- (5) guidelines regarding collateral requirements, if any, for the deposit of public funds in a financial institution made pursuant to this Act, and, if applicable, guidelines for contractual arrangements for the custody and safekeeping of that collateral;
- (6) a policy regarding the establishment of a system

of internal controls and written operational procedures designed to prevent losses of funds that might arise from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees of the entity;

(7) identification of the chief investment officer who is responsible for establishing the internal controls and written procedures for the operation of the investment program;

(8) performance measures that are appropriate to the nature of the funds, the purpose for the funds, and the amount of the public funds within the investment portfolio;

(9) a policy regarding appropriate periodic review of the investment portfolio, its effectiveness in meeting the public agency's needs for safety, liquidity, rate of return, and diversification, and its general performance;

(10) a policy establishing at least quarterly written reports of investment activities by the public agency's chief financial officer for submission to the governing body and chief executive officer of the public agency. The reports shall include information regarding securities in the portfolio by class or type, book value, income earned, and market value as of the report date;

(11) a policy regarding the selection of investment advisors, money managers, and financial institutions; and

(12) a policy regarding ethics and conflicts of interest.

(b) For purposes of the State or a county, the investment policy shall be adopted by the elected treasurer and presented to the chief executive officer and the governing body. For purposes of any other public agency, the investment policy shall be adopted by the governing body of the public agency.

(c) The investment policy shall be made available to the public at the main administrative office of the public agency.

(d) The written investment policy required under this Section shall be developed and implemented by January 1, 2000. (Source: P.A. 90-688, eff. 7-31-98.)

(30 ILCS 235/2.10)

Sec. 2.10. Unit of local government; deposit at reduced rate of interest. The treasurer of a unit of local government may, in his or her discretion, deposit public moneys of that unit of local government in a financial institution pursuant to an agreement that provides for a reduced rate of interest, provided that the institution agrees to expend an amount of money equal to the amount of the reduction for senior centers. (Source: P.A. 93-246, eff. 7-22-03.)

(30 ILCS 235/3) (from Ch. 85, par. 903)

Sec. 3. If any securities, purchased under authority of Section 2 hereof, are issuable to a designated payee or to the order of a designated payee, then the public agency shall be so designated, and further, if such securities are purchased with money taken from a particular fund of a public agency, the name of such fund shall be added to that of such public agency. If any such securities are registerable, either as to principal or interest, or both, then such securities shall be so registered in the name of the public agency, and in the name of the fund to which they are to be credited.

(Source: Laws 1943, vol. 1, p. 951.)

(30 ILCS 235/4) (from Ch. 85, par. 904)

Sec. 4. All securities purchased under the authority of this Act shall be held for the benefit of the public agency which purchased them, and if purchased with money taken from a particular fund, such securities shall be credited to and deemed to be a part of such fund, and shall be held for the benefit thereof. All securities so purchased shall be deposited and held in a safe place by the person or persons having custody of the fund to which they are credited, and such person or persons are responsible upon his or their official bond or bonds for the safekeeping of all such securities. Any securities purchased by any such public agency under authority of this Act, may be sold at any time, at the then current market price thereof, by the governing authority of such public agency. Except as provided in Section 4.1 of "An Act in relation to State finance", all payments received as principal or interest, or otherwise, derived from any such securities shall be credited to the public agency and to the fund by or for which such securities were purchased.

(Source: P.A. 84-1378.)

(30 ILCS 235/5) (from Ch. 85, par. 905)

Sec. 5. This Act, without reference to any other statute, shall be deemed full and complete authority for the investment of public funds, as hereinabove provided, and shall be construed as an additional and alternative method therefor.

(Source: Laws 1943, vol. 1, p. 951.)

(30 ILCS 235/6) (from Ch. 85, par. 906)

Sec. 6. Report of financial institutions.

(a) No bank shall receive any public funds unless it has furnished the corporate authorities of a public agency submitting a deposit with copies of the last two sworn statements of resources and liabilities which the bank is required to furnish to the Commissioner of Banks and Real Estate or to the Comptroller of the Currency. Each bank designated as a depository for public funds shall, while acting as such depository, furnish the corporate authorities of a public agency with a copy of all statements of resources and liabilities which it is required to furnish to the Commissioner of Banks and Real Estate or to the Comptroller of the Currency; provided, that if such funds or moneys are deposited in a bank, the amount of all such deposits not collateralized or insured by an agency of the federal government shall not exceed 75% of the capital stock and surplus of such bank, and the corporate authorities of a public agency submitting a deposit shall not be discharged from responsibility for any funds or moneys deposited in any bank in excess of such limitation.

(b) No savings bank or savings and loan association shall receive public funds unless it has furnished the corporate authorities of a public agency submitting a deposit with copies of the last 2 sworn statements of resources and liabilities which the savings bank or savings and loan association is required to furnish to the Commissioner of Banks and Real Estate or the Federal Deposit Insurance Corporation. Each savings bank or savings and loan association designated as a depository for public funds shall, while

acting as such depository, furnish the corporate authorities of a public agency with a copy of all statements of resources and liabilities which it is required to furnish to the Commissioner of Banks and Real Estate or the Federal Deposit Insurance Corporation; provided, that if such funds or moneys are deposited in a savings bank or savings and loan association, the amount of all such deposits not collateralized or insured by an agency of the federal government shall not exceed 75% of the net worth of such savings bank or savings and loan association as defined by the Federal Deposit Insurance Corporation, and the corporate authorities of a public agency submitting a deposit shall not be discharged from responsibility for any funds or moneys deposited in any savings bank or savings and loan association in excess of such limitation.

(c) No credit union shall receive public funds unless it has furnished the corporate authorities of a public agency submitting a share deposit with copies of the last two reports of examination prepared by or submitted to the Illinois Department of Financial Institutions or the National Credit Union Administration. Each credit union designated as a depository for public funds shall, while acting as such depository, furnish the corporate authorities of a public agency with a copy of all reports of examination prepared by or furnished to the Illinois Department of Financial Institutions or the National Credit Union Administration; provided that if such funds or moneys are invested in a credit union account, the amount of all such investments not collateralized or insured by an agency of the federal government or other approved share insurer shall not exceed 50% of the unimpaired capital and surplus of such credit union, which shall include shares, reserves and undivided earnings and the corporate authorities of a public agency making an investment shall not be discharged from responsibility for any funds or moneys invested in a credit union in excess of such limitation.

(d) Whenever a public agency deposits any public funds in a financial institution, the public agency may enter into an agreement with the financial institution requiring any funds not insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration or other approved share insurer to be collateralized by any of the following classes of securities, provided there has been no default in the payment of principal or interest thereon:

(1) Bonds, notes, or other securities constituting direct and general obligations of the United States, the bonds, notes, or other securities constituting the direct and general obligation of any agency or instrumentality of the United States, the interest and principal of which is unconditionally guaranteed by the United States, and bonds, notes, or other securities or evidence of indebtedness constituting the obligation of a U.S. agency or instrumentality.

(2) Direct and general obligation bonds of the State of Illinois or of any other state of the United States.

(3) Revenue bonds of this State or any authority, board, commission, or similar agency thereof.

(4) Direct and general obligation bonds of any city, town, county, school district, or other taxing body of any state, the debt service of which is payable from general

ad valorem taxes.

(5) Revenue bonds of any city, town, county, or school district of the State of Illinois.

(6) Obligations issued, assumed, or guaranteed by the International Finance Corporation, the principal of which is not amortized during the life of the obligation, but no such obligation shall be accepted at more than 90% of its market value.

(7) Illinois Affordable Housing Program Trust Fund Bonds or Notes as defined in and issued pursuant to the Illinois Housing Development Act.

(8) In an amount equal to at least market value of that amount of funds deposited exceeding the insurance limitation provided by the Federal Deposit Insurance Corporation or the National Credit Union Administration or other approved share insurer: (i) securities, (ii) mortgages, (iii) letters of credit issued by a Federal Home Loan Bank, or (iv) loans covered by a State Guarantee under the Illinois Farm Development Act, if that guarantee has been assumed by the Illinois Finance Authority under Section 845-75 of the Illinois Finance Authority Act, and loans covered by a State Guarantee under Article 830 of the Illinois Finance Authority Act.

(9) Certificates of deposit or share certificates issued to the depository institution pledging them as security. The public agency may require security in the amount of 125% of the value of the public agency deposit. Such certificate of deposit or share certificate shall:

(i) be fully insured by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, or the National Credit Union Share Insurance Fund or issued by a depository institution which is rated within the 3 highest classifications established by at least one of the 2 standard rating services;

(ii) be issued by a financial institution having assets of \$15,000,000 or more; and

(iii) be issued by either a savings and loan association having a capital to asset ratio of at least 2%, by a bank having a capital to asset ratio of at least 6% or by a credit union having a capital to asset ratio of at least 4%.

The depository institution shall effect the assignment of the certificate of deposit or share certificate to the public agency and shall agree that, in the event the issuer of the certificate fails to maintain the capital to asset ratio required by this Section, such certificate of deposit or share certificate shall be replaced by additional suitable security.

(e) The public agency may accept a system established by the State Treasurer to aggregate permissible securities received as collateral from financial institutions in a collateral pool to secure public deposits of the institutions that have pledged securities to the pool.

(f) The public agency may at any time declare any particular security ineligible to qualify as collateral when, in the public agency's judgment, it is deemed desirable to do so.

(g) Notwithstanding any other provision of this Section, as security a public agency may, at its discretion, accept a bond, executed by a company authorized to transact the kinds

of business described in clause (g) of Section 4 of the Illinois Insurance Code, in an amount not less than the amount of the deposits required by this Section to be secured, payable to the public agency for the benefit of the People of the unit of government, in a form that is acceptable to the public agency.

(h) Paragraphs (a), (b), (c), (d), (e), (f), and (g) of this Section do not apply to the University of Illinois, Southern Illinois University, Chicago State University, Eastern Illinois University, Governors State University, Illinois State University, Northeastern Illinois University, Northern Illinois University, Western Illinois University, the Cooperative Computer Center and public community colleges.  
(Source: P.A. 95-331, eff. 8-21-07.)

(30 ILCS 235/6.5)

Sec. 6.5. Federally insured deposits at Illinois financial institutions.

(a) Notwithstanding any other provision of this Act or any other statute, whenever a public agency invests public funds in an interest-bearing savings account, interest-bearing certificate of deposit, or interest-bearing time deposit under Section 2 of this Act, the provisions of Section 6 of this Act and any other statutory requirements pertaining to the eligibility of a bank to receive or hold public deposits or to the pledging of collateral by a bank to secure public deposits do not apply to any bank receiving or holding all or part of the invested public funds if (i) the public agency initiates the investment at or through a bank located in Illinois and (ii) the invested public funds are at all time fully insured by an agency or instrumentality of the federal government.

(b) Nothing in this Section is intended to:

(1) prohibit a public agency from requiring the bank at or through which the investment of public funds is initiated to provide the public agency with the information otherwise required by subsections (a), (b), or (c) of Section 6 of this Act as a condition of investing the public funds at or through that bank; or

(2) permit a bank to receive or hold public deposits if that bank is prohibited from doing so by any rule, sanction, or order issued by a regulatory agency or by a court.

(c) For purposes of this Section, the term "bank" includes any person doing a banking business whether subject to the laws of this or any other jurisdiction.

(Source: P.A. 93-756, eff. 7-16-04.)

(30 ILCS 235/7) (from Ch. 85, par. 907)

Sec. 7. When investing or depositing public funds, each custodian shall, to the extent permitted by this Act and by the lawful and reasonable performance of his custodial duties, invest or deposit such funds with or in minority-owned financial institutions within this State.

(Source: P.A. 84-754.)

(30 ILCS 235/8)

Sec. 8. Consideration of financial institution's commitment to its community.

(a) In addition to any other requirements of this Act, a

public agency is authorized to consider the financial institution's record and current level of financial commitment to its local community when deciding whether to deposit public funds in that financial institution. The public agency may consider factors including, but not necessarily limited to:

(1) for financial institutions subject to the federal Community Reinvestment Act of 1977, the current and historical ratings that the financial institution has received, to the extent that those ratings are publicly available, under the federal Community Reinvestment Act of 1977;

(2) any changes in ownership, management, policies, or practices of the financial institution that may affect the level of the financial institution's commitment to its community;

(3) the financial impact that the withdrawal or denial of deposits of public funds might have on the financial institution;

(4) the financial impact to the public agency as a result of withdrawing public funds or refusing to deposit additional public funds in the financial institution; and

(5) any additional burden on the resources of the public agency that might result from ceasing to maintain deposits of public funds at the financial institution under consideration.

(b) Nothing in this Section shall be construed as authorizing the public agency to conduct an examination or investigation of a financial institution or to receive information that is not publicly available and the disclosure of which is otherwise prohibited by law.

(Source: P.A. 93-251, eff. 7-1-04.)

R-06-2009

**A RESOLUTION APPROVING AND AUTHORIZING THE  
RELEASE OF CLOSED SESSION MINUTES FOR MEETINGS  
HELD BETWEEN JUNE 14, 1993 AND OCTOBER 6, 2008**

---

WHEREAS, in compliance with the Illinois Open Meetings Act, and specifically 5 ILCS 120/2.06(c), the City Council of the City of Elmhurst has met to review the minutes of all closed meetings dated from and after January 1, 1989 which remain on file and closed to public view; and

WHEREAS, the City Council has determined that the need for confidentiality still exists as to certain of those minutes that were reviewed; and

WHEREAS, the City Council has further determined that certain minutes or portions thereof no longer require confidential treatment and may be made available for public inspection,

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

SECTION 1. The minutes reflecting the convening of each closed session for each of the following dates is hereby ordered released, as are the following minutes of closed sessions subject to the direction set forth in the columns to the right of the listed date of such minutes:

<i>(Date)</i>	<i>(Page, Paragraph, Topic)</i>	<i>Specific Description</i>
6-14-93	P.3, Para. 11 - Personnel P. 4 entire page	Pay plan for non-represented employees
6-1-98	P. 1, Para. 1 - Litigation P. 2, Para. 1 - Litigation	Park & Prospect Park & Prospect
3-18-02	P. 1, Para. 1 - Personnel	City Pay Plan Adjustment
11-4-02	P. 1, Para. 1 - Personnel	City Pay Plan Adjustment
1-19-04	P. 2, Para. 6 - Litigation	McPhail Litigation
6-21-04	P. 2, Para. 4 - Review of Closed Minutes Proposed to be Released	Nature of Items Retaining Confidential Status
7-18-05	P. 2, Para. 3-6 - Land Acquisition	Goebel Property

8-1-05	P. 2, Para. 8-9 - Land Acquisition	Goebel Property
10-3-05	P. 1, Para. 3 - Land Acquisition P. 2, Para. 4	Goebel Property
11-7-05	P. 2, Para. 3-4 - Land Acquisition	Goebel Property
12-5-05	P. 4, Para. 9-10 - Land Acquisition	Lease for Barbara's Bookstore
8-21-06	P. 2, Para. 10 - Land Acquisition P. 3 Entire	Goebel Property
9-18-06	P. 1, Para. 2 - Land Acquisition P. 2, Para. 1-9 - Land Acquisition	Goebel Property Lease for Barbara's Bookstore
10-23-06	P. 3, Para. 2 - Land Acquisition	Goebel Property
9-4-07	P. 1, Para. 1-5 - Land Acquisition P. 2, Para. 1-3 & 6-7 - Land Acquisition P. 4, Para. 3, 5-6 - Land Acquisition	Goebel Property Goebel Property Goebel Property
2-4-08	P. 1, Para. 4-6 - Land Acquisition P. 2, Para. 1, 5-7 - Land Acquisition	Goebel Property Goebel Property
3-3-08	P. 1, Para. 1 - Land Acquisition	Goebel Property
4-7-08	P. 3, Para. 1-7 - Land Acquisition	Goebel Property
8-18-08	P. 1, Para. 1 - Review of Closed Minutes Proposed to be Released	Goebel Property
9-2-08	P. 1, Para. 6 - Land Acquisition P. 2 - Entire, excluding last paragraph	Goebel Property
10-6-08	P. 1, Para. 1-7 - Land Acquisition	Goebel Property

SECTION 2. The City Attorney shall review the minutes to be released with the City Clerk to confirm that all portions of minutes not to be released are redacted and to confirm full compliance with the direction of the City Council prior to release.

SECTION 3. All other minutes or portions thereof are hereby maintained in confidence until further direction from the City Council.

SECTION 4. This Resolution shall be in full force and effect from and after its passage and approval as required by law.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

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

## COUNCIL ACTION SUMMARY

SUBJECT: Resolution – Approval of and authorization for the release of closed session minutes for meetings held between June 14, 1993 and October 6, 2008.

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to 5 ILCS 120/2.06(c) of the Illinois Open Meetings Act, municipalities are required to semiannually review the minutes of all closed sessions, from and after January 1, 1989, to determine whether the need for confidentiality still exists for all or part of those minutes. After review, the minutes or portions thereof that are determined to no longer require confidential treatment are to be made available for public inspection. Certain of the minutes for the period from June 14, 1993 and October 6, 2008 are recommended for release.

Attached for Council consideration is a resolution authorizing the release of certain minutes from closed session meetings held between June 14, 1993 and October 6, 2008 that need not remain confidential. The remainder of the minutes reviewed will retain their confidential status.

77

R-07-2009

**A RESOLUTION APPROVING AN AMENDMENT TO THE  
PARKING LOT LEASE DATED SEPTEMBER 1, 2002  
BETWEEN CITY OF ELMHURST, LESSOR, AND  
ELMHURST FAMILY YMCA/YMCA OF METROPOLITAN CHICAGO, LESSEE**

---

WHEREAS, the City Council has heretofore approved a Parking Lot Lease between the City and Elmhurst Family YMCA/YMCA of Metropolitan Chicago dated September 1, 2002 to provide for the rental of 40 parking spaces along West First Avenue in the City; and

WHEREAS, the Parties wish to amend the Contract in connection with the reduction of the number of spaces covered by the Parking Lot Lease from 40 parking spaces to 29 parking spaces; and

WHEREAS, the City and YMCA have negotiated the Parking Lot Lease Amendment, a copy of which is attached hereto and made part hereof as Exhibit "A"; and

WHEREAS, the City Council deems it to be in the best interest of the City to amend the aforesaid Parking Lot Lease.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Elmhurst, DuPage and Cook Counties, Illinois that the Amendment to the Parking Lot Lease between the City and Elmhurst Family YMCA/YMCA of Metropolitan Chicago dated September 1, 2002, as set forth on Exhibit "A", is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to sign all documents necessary to effectuate this Parking Lot Lease Amendment.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2009.

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

Passed this \_\_\_\_ day of \_\_\_\_\_, 2009.

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

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

Copies To All  
Elected Officials  
2-12-09

COUNCIL ACTION SUMMARY

SUBJECT: Amendment – Parking Lot Lease dated September 1, 2002 between City of Elmhurst, Lessor, and Elmhurst Family YMCA/YMCA of Metropolitan Chicago, Lessee

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

The City of Elmhurst and Elmhurst Family YMCA/YMCA of Metropolitan Chicago entered into a Parking Lot Lease dated September 1, 2002 ("Parking Lot Lease"). The Parking Lot Lease leased the premises 40 parking space in the West First Street Parking Lot.

The Lessor and Lessee have agreed to amend certain terms and provisions of the Parking Lot Lease to reduce the number of parking spaces leased from 40 parking spaces to 29 parking spaces located south of West First Street.

**AMENDMENT TO PARKING LOT LEASE DATED SEPTEMBER 1, 2002  
BETWEEN CITY OF ELMHURST, LESSOR, AND  
ELMHURST FAMILY YMCA/YMCA OF METROPOLITAN CHICAGO,  
LESSEE**

---

**WHEREAS**, the City of Elmhurst, an Illinois municipal corporation, Lessor, and Elmhurst Family YMCA/YMCA of Metropolitan Chicago, Lessee, have previously entered into a Parking Lot Lease dated September 1, 2002, that consisted of four (4) pages and Rider 1 that consisted of four (4) pages and one (1) page Exhibit "A" ("Parking Lot Lease") ("Lessor" and "Lessee" collectively referred to as "parties"); and

**WHEREAS**, the Parking Lot Lease leased the "Premises" of 40 parking spaces in the West First Street Parking Lot, Elmhurst, Illinois; and

**WHEREAS**, the Lessor and the Lessee have agreed to amend certain terms and provisions of the Parking Lot Lease; and

**WHEREAS**, the Lessor and the Lessee have specifically agreed to amend paragraph 2 on page 1 of Rider 1 of the Parking Lot Lease, that is entitled "The Premises" and have agreed to amend that term contained therein so as to reduce the number of parking spaces leased from 40 parking spaces to 29 parking spaces located south of West First Street, Elmhurst, Illinois; and

**WHEREAS**, the Lessor and the Lessee have further specifically agreed to amend the Exhibit "A" attached to the Parking Lot Lease depicting the 40 parking spaces that is referenced in paragraph 2 on page 1 of Rider 1 of the Parking Lot Lease, that is entitled "The Premises" and have agreed to amend Exhibit "A" so as to depict the reduced number of 29 parking spaces located south of West First Street, Elmhurst, Illinois. A true and correct copy of the amended Exhibit "A" is attached hereto and incorporated herein by reference; and

**WHEREAS**, other than the amendments to the Parking Lot Lease specifically agreed to herein, the Lessor and Lessee agree that all remaining terms and conditions of the Parking Lot Lease not in conflict with said amendments shall remain in full force and effect;

**NOW, THEREFORE**, in consideration of the covenants and agreements herein set forth, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Paragraph 2 on page 1 of Rider 1 of the Parking Lot Lease, that is entitled "The Premises" is hereby amended so as to reduce the number of parking spaces leased from 40 parking spaces to 29 parking spaces located south of West First Street, Elmhurst, Illinois; and

2. Exhibit "A" attached to the Parking Lot Lease depicting the 40 parking spaces that is referenced in paragraph 2 on page 1 of Rider 1 of the Parking Lot Lease, that is entitled "The Premises" is hereby amended so as to depict the reduced number of 29 parking spaces located south of West First Street, Elmhurst, Illinois. A true and correct copy of the amended Exhibit "A" is attached hereto and incorporated herein by reference; and
3. Other than the amendments to the Parking Lot Lease specifically agreed to herein, all remaining terms and conditions of the Parking Lot Lease not in conflict with said amendments shall remain in full force and effect; and
4. This Amendment to Parking Lot Lease dated September 1, 2002, shall be effective and binding upon the parties hereto, their successors and assigns, upon the execution of this instrument by both parties; and
5. This Amendment to Parking Lot Lease dated September 1, 2002, has been duly approved and/or ratified by the parties hereto and has been executed by a duly authorized official for the respective parties hereto.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF ELMHURST

ELMHURST YMCA/  
YMCA OF METROPOLITAN CHICAGO

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

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

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

Attest: \_\_\_\_\_  
Its: \_\_\_\_\_

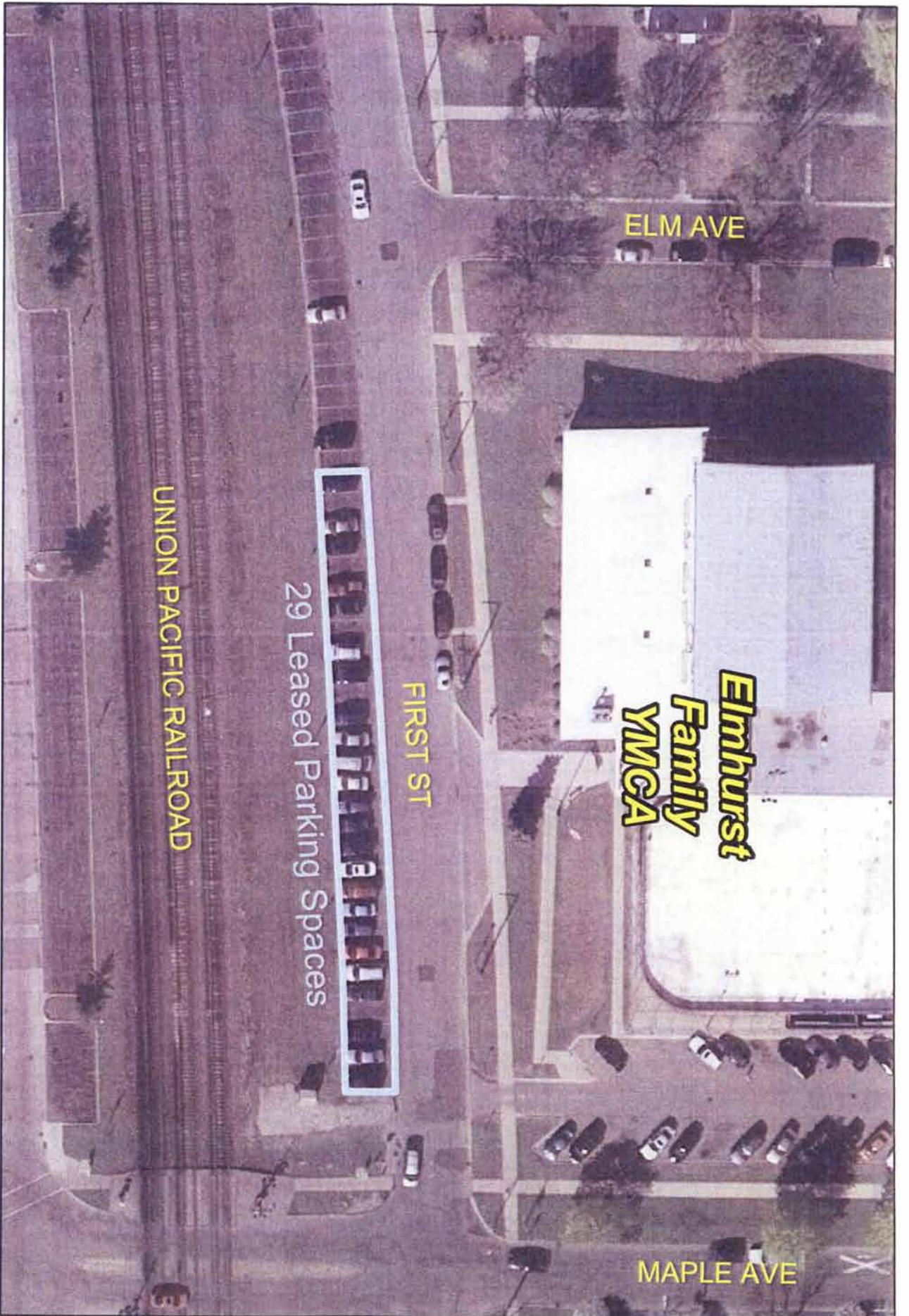


Exhibit A



Aerial Photography Date: Spring 2006



77



The City of  
**Elmhurst**

Ideal for your Business, your Family, your Life!



# CITY OF ELMHURST COMMISSION ON YOUTH

---

2008 ANNUAL REPORT

Copies To All  
Elected Officials

02-12-09

# COMMISSION ON YOUTH

2008 ANNUAL REPORT

---

## PURPOSE

---

The purpose of the City of Elmhurst Commission on Youth is to conceptualize, implement and support youth programs. To advise and make recommendations to the City Council on issues affecting the youth of the City and to perform such other duties as the City Council may direct.

---

## MEMBERS

---

Cindy Szkolka - Elmhurst Park District, *Chair*  
Darin Evans - Associate Pastor, West Suburban Community Church  
Kathleen Gusloff - Youth Director, Mary Queen of Heaven Catholic Church  
Darlene S. Heslop - Mentor Advisory Board Member, District 205  
Hosi Mehta - Character Counts! In Elmhurst  
Karen Geddesis - Director Community Relations for District 205  
Patti Palmer - Teen Librarian  
Susan Chansey- Elmhurst YMCA  
Erica Brady - Elmhurst Park District, Program Manager for Inclusion, Teens and Special Events  
Ex-Officio Members: Officers Laural Panico and Frank Visconti - Elmhurst Police Department

**Volunteer Service Awards** - Each year the Commission on Youth partners with the Senior Citizen Commission, Character Counts IN Elmhurst and Elmhurst College for this city project. The program is designed to recognize and celebrate the spirit of volunteerism that makes Elmhurst a unique place to live, work, and raise a family. Initially started as a forum to recognize the youth of this community, the scope of the program expanded in 2005 to include a separate category for adults as well. Number of awards presented in 2008; Youth - 22 Adults- 35 We encourage you to nominate youth and adults that you feel have contributed to the spirit of volunteerism in our community.

**New website** - The city and park district continue to work collaboratively in our new website. The new website looks wonderful. If you click on the youth /teen service prompt it will bring you to additional choices, such as volunteer opportunities, parent teen brochure, contact us and brief description of the commission. The former E-Town publication that was printed will soon be an online publication. The E-Town was a quarterly publication targeting young teens, highlighting the people, businesses and schools of Elmhurst. What made the publication unique is that the stories, reviews, artwork, pictures and cartoons are produced by the teens. In addition to being a valuable outlet for students to develop their abilities, it served to communicate events, activities and volunteer opportunities available to teens throughout the community. With the design of the new website, the goal of the commission along with the park district is to continue to have students submit their work and the publication will be marketed on line.

**Red Ribbon Breakfast** - This annual event is now organized and run by Elmhurst Community Effort. The commission on youth is no longer an active sponsor. As a commission we are looking to have Red Ribbon Week represent youth more prominently. Recommendation: Have more active involvement during the week to connect youth more directly to red ribbon week. May be a good idea to have social worker speaker during red ribbon week for teens and parents.

**Youth Mentoring** - Originally conceptualized by the Commission on Youth, this program matches middle and high school students to adult mentors who encourage them on a weekly basis. We have supported this program in the

District 205 Schools since its inception in 2000, with funding as well as assisting with recruitment efforts. This program continues to expand as it finds new ways to serve those students most at risk. Currently there are 50 mentors. The administrative side of this organization is overwhelming. There is a great need for mentors at all age levels and we feel that due to the lack of administrative assistance there are students that are missing the opportunity of having a mentor. Recommendation: To continue to investigate the potential of funding a part-time mentor program coordinator in conjunction with District 205.

Assist social workers – Again this year we helped to fund a presentation in the community for parents. The social workers brought in Mary Jo Barrett and she did a presentation for parents in the community. Resilient Parenting in the New Millennium: Expanding your ability to Transform today's children in to tomorrow's leaders. The Commission on Youth sponsored this event with Character Counts IN Elmhurst and the District 205 Social Workers.

- Booklet completed Not Knowing Can Cost You: State laws and City ordinances every teen and guardian should know. This booklet is designed to communicate important information to parents and students regarding topics such as curfew, parties, and driving. This booklet was introduced about ten years ago and we currently have copies ready for distribution of the updated booklet. We are currently working to get a booklet to every family with middle school and high school age children.

Reccomendation: publicize through school and community venues so all families know of the availability of this booklet. It can be viewed and or downloaded on the community website under youth teen / services, parent teen brochure.

We assist a variety of groups in the community to promote their message

Snowball – We continue to provide funding for this program, which is an opportunity to once again explore and promote leadership as it relates to alcohol and drug prevention in a retreat-like setting.

Post Prom – We have supported the York High School Post Prom activities through funding, this year providing two chartered buses. We recognize that we are here to serve all students of Elmhurst, and if the need came from either of the parochial schools for support such as this, we would most certainly do the same.

P.R.I.D.E. Positive Role Models Inspiring Direction to Excellence. This is a large group of York students that promise to abstain from drugs and alcohol while at York. They do a variety of activities to promote their message. They also have an adult pledge that states that adults to the best of their ability will not allow underage drinking in their homes.

In addition to the programs listed above, the Commission on Youth helped support events for the YMCA, and Peer Jury as well.

Recommendation: Continue to support as many of these youth sponsored groups as possible. These student leaders are our future!

---

#### LOOKING TO THE FUTURE

---

- Continue training and dialog regarding substance abuse – This is our main mission at the present time as we attempt to have more awareness brought to the community about the dangers of our teens using drugs and alcohol. We are approaching this subject from both sides as we attempt not only to target teens, but the adult community as well. We feel that there is a responsibility for the adults to be more educated as to what the consequences are relative to this very important matter. Working in coordination with District 205 Schools and Character Counts IN Elmhurst we plan to host an event in 2008 targeting parents and students.
- Sub committees- We are in the process of setting up subcommittees to more effectively meet the needs of the youth in our community.
- It is our hope that the City Council recognizes the work that has been done in the past, but also, the course we are setting for the future. We hope for your continued support as we work together for a better Elmhurst. Importance of city council representative at meetings if we are to make this seamless and to truly give message that the teens are important and our future.

O-06-2009

**AN ORDINANCE APPROVING A DEVELOPMENT,  
LOAN AND PURCHASE AND SALE AGREEMENT  
FOR THE ADDISON CORRIDOR REDEVELOPMENT  
PROJECT WITHIN THE DOWNTOWN TIF DISTRICT  
(THORNE AND ATHAR PARCELS)**

---

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 lend money and acquire and dispose of 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 Thorne and Athar parcels as described in the Development, Loan and Purchase and Sale Agreement (the "Development Agreement") attached hereto as Exhibit "1", are located within the Tax Increment Redevelopment Project Area (the "Downtown TIF District"); and

WHEREAS, the City has determined it is reasonably necessary to achieve the objectives of the Redevelopment Plan and Project that it agree to terms of the Development Agreement that will require the City to lend to the Developer to acquire the Athar and Thorne parcels and sell the Retail Premises of the Project to Developer, all as to property within the City's Downtown TIF District and pursuant to this Development Agreement; and

WHEREAS, the Development Agreement is made and agreed by the City pursuant to the authority granted by, and in full compliance with the requirements of the Tax Increment Allocation Redevelopment Act and the Term Sheet therefore approved by the City's Ordinance No. O-03-2009, and to that extent is an exception to all other rules, ordinances and statutes regarding the City's acquisition, conveyance or lending concerning 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 and the Developer dated this date and as attached hereto as Exhibit 1 is hereby approved.

SECTION 2. The Mayor is hereby authorized and directed to sign the Development Agreement in a form substantially as attached as Exhibit 1 and 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 to fulfill the City's obligations under the Development Agreement to purchase, sell and make a loan or loans to Developer, at such time and as provided in

Copies To All  
Elected Officials  
2-12-09

the Development Agreement.

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 ordinances 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

## COUNCIL ACTION SUMMARY

**SUBJECT:** Ordinance Approving a Development, Loan and Purchase and Sale Agreement (“Development Agreement”) for the acquisition, redevelopment and sale of the Athar and Thorne parcels within the Downtown TIF District

**ORIGINATOR:** City Attorney

**DESCRIPTION OF SUBJECT MATTER:** This Ordinance approves the Development Agreement prepared in accordance with the Term Sheet approved by the Council on February 5, 2009. The Addison Corridor I, LLC (“Developer”) consists primarily of David Hollingsworth (DevCom) and Dan Hiffman (NAI Hiffman) and a written disclosure of all the partners of Developer will be made prior to the City Council’s approval of the Development Agreement. The Development Agreement commits the City to purchase both the Thorne and Athar parcels, to lend the Developer money as needed for the acquisition of the Thorne parcel and Retail Premises, and to use the construction services of Developer to construct the retail parking deck structure. The Developer will own and operate the retail shopping part of the Project after construction.

**DEVELOPMENT, LOAN AND PURCHASE  
AND SALE AGREEMENT PERTAINING TO THE  
ADDISON CORRIDOR REDEVELOPMENT PROJECT IN THE  
DOWNTOWN REDEVELOPMENT PROJECT AREA  
OF THE CITY OF ELMHURST, ILLINOIS**

**THIS DEVELOPMENT AGREEMENT** (the "Agreement") is made as of the 17<sup>th</sup> day of February, 2009, by and between the **CITY OF ELMHURST**, Illinois, an Illinois municipal corporation ("City"), and **ADDISON CORRIDOR DEVELOPMENT I, LLC**, an Illinois Limited Liability Company (the "Developer").

**P R E A M B L E S**

**WHEREAS**, the City has determined that it is in its public interest to adopt and has adopted a Redevelopment Plan and Project (the "Plan") pursuant to the Tax Increment Allocation Redevelopment Act, as amended, (65 ILCS 5/11-74.4-1 et seq.) (the "Act") for tax increment financing ("TIF") for the Redevelopment Project Area (the "Redevelopment Area"), which Redevelopment Area includes the Developer's Real Estate upon which will be constructed the Project, and is legally described in the Plan which is on file with the City; and

**WHEREAS**, the Developer would not proceed with this Project in the Redevelopment Area without the adoption of the Plan, the designation of the Redevelopment Area and the adoption of the tax increment financing; and

**WHEREAS**, the Plan has been prepared to address the needs of the City in meeting its redevelopment goals and objectives of its Comprehensive Plan; and

**WHEREAS**, one of the objectives of the Plan is to assist the Developer in development of the Project; and

**WHEREAS**, to implement the proposed Plan, it is necessary that the City enter into this Agreement with the Developer in order, inter alia, to loan funds to Developer to purchase the

Developer's Real Estate and then sell same to the City, so that the Project can be constructed thereon for use as retail and public parking, and thereupon convey the Retail Premises in the Project to Developer to operate same, otherwise the Redevelopment Area and the Project would not be developed by private investment alone; and

**WHEREAS**, the construction of the Project in the Redevelopment Area substantially benefits the properties comprising the Redevelopment Area and also provides benefits material to the City as a whole by providing additional retail shopping and public parking for residents and visitors of the City, and an increased tax base in the Redevelopment Area; Developer will be the owner of the Retail Premises of the Project, and herein agrees to purchase the Retail Premises from the City after construction of the Project, subject to the terms hereof with the object of enhancing the City's tax base and revenues and increasing job opportunities; and

**WHEREAS**, it is intended by the parties that all parking within the Project shall be public parking for which patrons of downtown businesses shall not be charged, a portion of which, as the City may determine, will be made available to employees of downtown businesses and residents of apartment properties within the Redevelopment Area, and that the Project shall not provide for any commuter parking; and

**WHEREAS**, the construction of the Project will create an environment within the Redevelopment Area which will contribute to the welfare of the City; preserve or enhance property values in the vicinity of the Project and Redevelopment Area; strengthen the economic well-being of the Redevelopment Area and the City by increasing job opportunities; achieve development which functionally and aesthetically complements adjacent properties and uses; provide safe and efficient vehicular and pedestrian accesses in, to and from the Project and Redevelopment Area; and provide safe and adequate parking in the Redevelopment Area and in the City, all in the public interest; and

NOW, THEREFORE, in consideration of the mutual promises and representations hereinbefore and hereinafter, set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

**ARTICLE 1.**

**INCORPORATION OF PREAMBLES AND DEFINITIONS**

- 1.1 The preambles set forth above are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though fully set out in this Section 1.1.
- 1.2 In addition to the words and phrases defined above and elsewhere herein, the following words and phrases as used in this Agreement shall have the following meanings unless the context or use indicates another or different meaning and intent:
  - 1.2.1 **Act.** The Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq.
  - 1.2.2 **Agreement.** This Development, Loan and Land Purchase and Sale Agreement.
  - 1.2.3 **Certificate of Occupancy.** A Certificate issued by the City at the request of the Developer upon substantial completion of the Retail Premises and upon compliance with Legal Requirements.
  - 1.2.4 **Closing.** The time at which a parcel of real estate that is or was a part of the Developer's Real Estate (Thorne Parcel, Athar Parcel or Retail Premises) is conveyed to the other party under the relevant portion of this Agreement.
  - 1.2.5 **Cold Dark Shell.** The Retail Premises to be conveyed by the City and owned and improved by Developer for occupancy by tenants in accordance with the

December 15, 2008 letter from ARCO/Murray National Construction Company attached hereto as Exhibit "E").

1.2.6 **Developer's Real Estate.** Collectively, the Thorne Parcel and Athar Parcel within the Redevelopment Project Area and all easements and appurtenances belonging thereto upon which the Project will be constructed by the City, and a part of which the City will convey to Developer as the Retail Premises, all as legally described on Exhibit "A" hereto. The Retail Premises legal is not available, but the Retail Premises will generally be located in the Project as shown on Exhibit "B" hereto.

1.2.7 **Escrow.** Any escrow established with the Escrowee through which the transactions contemplated by this Agreement shall be completed, including closing and money lenders escrows and any other escrow as may be required by the City or by this Agreement. The escrow instructions for each shall be in the form customarily used by the Escrowee for the transaction involved, with such special provisions added thereto as may be required to conform to the City's requirements or the provisions of this Agreement. The cost of a money lender's escrow or escrow to hold a deed for security shall be paid equally by the City and Developer.

1.2.8 **Escrowee.** Chicago Title and Trust Company or other title company agreed by the City.

1.2.9 **Hazardous Materials.** Any substance, material, waste, gas or particulate matter which is regulated by any local, governmental authority, the State of Illinois, or the United States Government, including, but not limited to, any

material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of Illinois law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251 *et seq.* (33 U.S.C. § 1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* (42 U.S.C. § 6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.* (42 U.S.C. § 9601). The term "environmental laws" as used in this Agreement, shall mean all statutes specifically described in the foregoing sentence and all federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

1.2.10 **Legal Requirements.** Laws, rules, regulations, ordinances, orders, decrees and judgments of any governmental body, agency, department, or court having jurisdiction of the subject matter involved including, without limiting the foregoing, applicable ordinances, and rules and regulations of the City as modified herein.

1.2.11 **Loan.** One of two (2) loans that shall or may be made by the City to the Developer under this Agreement for acquisition by Developer of the Thorne Parcel and/or of the Retail Premises, as the context requires.

- 1.2.12 **Milestone Schedule.** As discussed in Section 2.4 and set out in Exhibit "C" hereto.
- 1.2.13 **Parcel.** Either the Thorne Parcel or Athar Parcel or Retail Premises as the context requires.
- 1.2.14 **Permitted Title Exceptions.** Exceptions permitted by the parties to any title policy or commitment required by this Agreement.
- 1.2.15 **Person.** A person, firm, organization, corporation, limited liability company or other legal entity, whether governmental or private.
- 1.2.16 **Project.** The mixed use, retail and public parking structure consisting of above ground construction on the Developer's Real Estate, as required by this Agreement.
- 1.2.17 **Purchase Agreement.** Those parts of this Agreement concerning conveyance of parts of the Developer's Real Estate as the context requires.
- 1.2.18 **Retail Premises.** That part of the Developer's Real Estate that includes the Cold Dark Shell, and is to be conveyed by the City to Developer for improvement as a retail shopping center upon completion of the Project, pursuant to the provisions of this Agreement and generally within the ground floor area as depicted on Exhibit "B" hereto.
- 1.2.19 **Survey.** Current topographical survey of the Property prepared by a surveyor licensed by the State of Illinois and certified to the Purchaser, Seller and Title Insurer and such other parties as Purchaser shall designate to be prepared in accordance with the standards for Land Title Surveys of the American Land Title Association (ALTA) and American Congress on Surveying and Mapping

promulgated in 1992, setting forth the legal description and street address of the Property and showing thereon all improvements (including fences), easements (visible or recorded), building lines, curb cuts, sewage, water, electricity, gas and other utility facilities (together with recording information concerning the documents creating any such easements and building lines); roads and means of physical and record ingress and egress to and from the Property by public roads (including the dimensions of abutting streets) and the gross square footage of the land included in the Property, and spotting improvements on adjoining real property which are within five feet of the property lines of the Property.

1.2.20 **Title Commitment or Title Policy.** A commitment for or an ALTA Owner's Title Insurance Policy for the Property issued by the Title Insurer initially in a minimal amount and at the time of Closing in the full amount of the Purchase Price, covering title to the Property on or after the date hereof, showing Seller as owner of the Property in fee simple, subject only to the Permitted Title Exceptions, and other exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at closing and which Seller shall so remove, and providing for full extended coverage over all general title exceptions contained in such policies and containing the following endorsements: 3.0 zoning endorsement, with a commitment by the Title Insurer to issue a 3.1 zoning endorsement with affirmative insurance over parking requirements; access endorsement; contiguity endorsement (regarding contiguity of the Developer's Real Estate)

endorsement insuring no violation of building lines, covenants or restrictions pertaining to that real estate.

- 1.2.21 **Term Sheet.** The Development Loan Commitment and Term Sheet approved by the parties on February 5, 2009, a copy of which is attached and made a part hereof as Exhibit "D".

## **ARTICLE 2.**

### **REPRESENTATIONS, INFORMATION AND MILESTONE SCHEDULE**

- 2.1 The City hereby represents and warrants that as of the date hereof:
- 2.1.1 It will have full lawful right, power and authority, under currently applicable law and in accordance with its powers as a Home Rule municipality, to execute and deliver and to perform the terms and provisions of this Agreement; and
  - 2.1.2 As of such date, execution, delivery and performance will have been duly and validly authorized and approved by all necessary City proceedings, findings and actions and the Agreement will be valid, binding and enforceable against the City in accordance with its terms.
- 2.2 The Developer hereby represents and warrants that as of the date hereof:
- 2.2.1 It is an Illinois Limited Liability Company in good standing under the laws of the State of Illinois, and that it has full lawful right, power and authority, under currently applicable law, to execute, deliver and perform the terms and provisions of this Agreement; and
  - 2.2.2 That the Agreement has been duly and validly authorized and approved by all necessary corporate proceedings and is valid, binding and enforceable against the Developer in accordance with its terms; and

- 2.2.3 That Developer is now solvent and able to pay its debts as they mature and that there are no actions of law or similar proceedings which are pending or threatened against the Developer, its managers or members which might result in any material and adverse changes in the Developer's financial condition, materially affect the Developer's assets as of the date of this Agreement, or materially affect the Developer's ability to execute, deliver and perform the terms and provisions of this Agreement; and
- 2.2.4 The Developer's managers, members and principals shall include only those Persons as disclosed to the City by Developer in writing prior to approval of this Agreement on or about February 17, 2009. The interest of any manager, member or principal of Developer as disclosed shall not be transferred, assigned or conveyed until the later of issuance of the Certificate of Completion, the Retail Premises being occupied by tenants, the loan, if any, for purchase of the Retail Premises being fully paid, or the City agrees.
- 2.3 At or prior to entry into this Agreement, the City, by its duly authorized representatives, has conducted such investigation, and reviewed such documents as it deems necessary to satisfy itself as to the Developer's ability to perform hereunder including, without limiting the foregoing, financial information of the Developer and verification that the Developer's Real Estate is under contract for purchase by Developer and will be free of and unencumbered by any mortgage or other lien or encumbrance that would make it unmarketable at the time of any Loan or conveyance to the City as required in this Agreement. In regard thereto, the Developer further represents and warrants that:

- 2.3.1 this Agreement and the information and documents provided to the City by Developer fully disclose the interest of Developer and its managers, members and principals in the Developer's Real Estate and the Developer as of the date of this Agreement; and
- 2.3.2 the factual matters set forth hereinabove are true, and disclosure by Developer of relevant facts regards the Developer and Developer's Real Estate is complete; and
- 2.3.3 The Developer shall make available for review from time to time by designated City personnel, including the City Attorney, any information concerning Developer's Real Estate this Project and construction of the Project that the City deems relevant and material to the purposes of this Agreement; and
- 2.3.4 Prior to any Closing hereunder, the Developer shall make available for review by designated City agents or personnel, relevant material information evidencing its continuing ability to perform, including financial information, title reports, tenant leases and information regards relocation of tenants and tenant vacation of the Thorne and Athar Parcels on Developer's Real Estate; and
- 2.4 The attached Milestone Schedule for the Project, includes all significant or important dates that are necessary for successful completion of the Project. This Milestone Schedule shall be strictly adhered to by the parties and it may be amended upon request of either party for substantial cause as determined by the City. The time for performance of all parties to this Agreement is of the essence, and absent amendment to the Milestone Schedule with approval of the City, the failure of either party to complete performance required by this

Agreement by dates shown in the Milestone Schedule, shall be considered a breach of this Agreement and the other party shall be entitled to any remedy allowed by law or otherwise in this Agreement.

### ARTICLE 3.

#### **CITY'S LOAN TO DEVELOPER FOR THORNE PARCEL ACQUISITION AND ASSIGNMENT OF THE ATHAR PARCEL CONTRACT TO THE CITY FROM DEVELOPER**

- 3.1 The City shall loan funds to Developer secured by the Thorne Parcel in a principal amount of \$3,500,000 plus or minus prorations, which is the price of Developer's acquisition of the acquisition of the Thorne Parcel. This Loan shall have, inter alia, the following terms and conditions:
- 3.1.1 An annual interest rate on unpaid principal of 4.875%; and
  - 3.1.2 Having a final maturity no later than the date of commencement of construction of the Project as called for in the Milestone Schedule; and
  - 3.1.3 Payments of interest only (in arrears) in equal monthly installments on or before the first day of each calendar month in an amount sufficient to timely and fully pay the prior month's interest on the Note; and
  - 3.1.4 Providing for acceleration and payment of all outstanding principal and interest upon demand of the City if Developer is in default of any provision of the Note, or this Agreement, including the Milestone Schedule; and
  - 3.1.5 A warranty deed from Developer to the City, shall be deposited by Developer into escrow at the Title Company at the time of Closing and disbursement of Loan proceeds to Developer, as the City's principal security for this Loan. In accordance with the escrow instructions and this Agreement, that deed may be

recorded upon default of the Developer of any of the terms, conditions or provisions of this Agreement or the Loan Documents as determined by the City in accordance with the escrow instructions and within its sole and absolute discretion.

3.2 The City shall have no obligation to make the Loan for the Thorne Parcel until all of the following conditions and deliveries for the benefit of and to the City have been satisfied by the Developer:

3.2.1 An escrow or escrows shall be established at the Title Company for deposit of Closing Documents, to hold the warranty deed required under Section 3.1.5 above, and to facilitate Closing.

3.2.2 The City has heretofore received and satisfied itself with any information it has received and requires as to the amount of the Loan for the Thorne Parcel equaling, at a minimum, the Developer's price of acquisition thereof.

3.2.3 Developer shall have delivered a Note evidencing the Loan executed by the Developer, acceptable to the parties, which Note shall be secured by this Agreement, a deed by Developer in escrow with the Title Company to convey the Parcel to the City upon default of Developer, and such other security or security interest as may reasonably be required by the City and included in the Loan Documents. The Loan Documents and Note shall be non-recourse to the Developer, its managers, members and principals except as may be otherwise set out in this Agreement, the Loan Documents and the following:

- (a) obligations and liabilities under any indemnity agreement required under this Agreement including, without limitation, any environmental indemnity agreement; and
- (b) fraud or material misrepresentation in connection with the negotiation and execution of this Agreement and/or the making of the Loan and any information furnished by the Developer as provided herein, and including any indemnities from the Developer to the City and its employees and agents with respect thereto; and
- (c) insurance and/or condemnation proceeds received but not paid over or applied in accordance with the Loan Documents; and
- (d) misappropriation of security deposits, advance or prepaid rents, cancellation or termination payments and other similar sums received by Developer from any tenants or other occupants of the Parcel, which are required for and not applied to payments due on the Note; and
- (e) personal property covered by a City's security interest obtained in connection with the Loan which is taken from the Parcel by or on behalf of Developer and not replaced with personal property of the same utility and of the same or greater value; and
- (f) any act of arson, malicious destruction or active waste by Developer, any principal, affiliate, member or manager of Developer; and
- (g) revenues of the Parcel which are required for and not applied to payments due for the Loan or operating expenses of the Parcel (including, without limitation, any reserves or escrows required by the

Loan Documents) thereby resulting in or contributing materially to a default under the Loan Documents; and

(h) the filing by Developer of a voluntary bankruptcy or insolvency proceeding or the filing against Developer of an involuntary bankruptcy or insolvency proceeding which is not dismissed within 90 days of filing; and

3.2.4 Developer acquiring the Thorne Parcel prior to disbursement of the Loan and at or before the date required by the Milestone Schedule; and

3.2.5 No default by Developer shall have occurred pursuant to this Agreement including the Milestone Schedule and no event of default on the part of the Developer shall exist with respect to and under the Loan Documents evidencing the Loan on the date of delivery thereof, provided that for purposes of this provision an event of default shall be deemed to have occurred if facts and conditions exist, which but for the passing of time or giving of notice, would constitute an event of default; and

3.2.6 Developer shall have executed and tendered to the City all Loan Documents in a form acceptable to the City; and

3.2.7 Except for any default occasioned by the City or anyone acting by or through the City, the condition of title of the Thorne Parcel shall be in accordance with the provisions of this Article 3 and shall be reflected in a standard Title Policy in the amount of the Loan showing this Agreement or Memorandum thereof as a first lien on the Thorne Parcel as of disbursement of the Loan subject only to exceptions to title approved by the City at the time of the acquisition of the

parcel by Developer, and including such special endorsements as the City may reasonably request in addition to those required by Section 1.2.21 hereinabove, and any other endorsements which may be reasonably required by the City upon a review of current title and survey evidence; and

3.2.8 Developer shall deliver to the City a Survey acceptable to the City; and

3.2.9 Developer shall deliver a Certificate that the warranties and representations, made in this Agreement and in the Loan Documents, are true and correct; and

3.2.10 There shall be no material litigation pending against the City that if adversely determined could reasonably be anticipated in the City's opinion to prevent the City from compliance with its obligations under the Loan and this Agreement; and

3.2.11 There shall be no material litigation pending against the Developer, any of its members, managers or principals that if adversely determined could reasonably be anticipated to prevent Developer from compliance with its obligations under the Loan; and

3.2.12 Neither the Parcel nor any part thereof to which the Loan relates, is subject to any existing or threatened condemnation or taken by eminent domain proceeding by any agency other than the City; and

3.2.13 All existing environmental reports and information concerning the Developer's Real Estate have been furnished to the City by the Developer.

3.3 The Loan Documents shall include a Loan Agreement in accordance with the terms hereof, the Note, the Escrow Agreement for Deed, an Assignment of Rents and Leases, and a Security Agreement granting to the City a security interest in personal property owned,

located upon and used by Developer in connection with operation of the parcel all in form and substance approved by the parties at the time of funding the Loan and, including, inter alia, requirements for:

- 3.3.1 Delivery by any tenant of a standard form of Non-Disturbance and Attornment Agreement required by such tenant's lease; and
- 3.3.2 Liability insurance with limits as provided in any tenants' leases and fire and extended coverage insurance in the amount of the full replacement cost of the improvements (excluding therefrom fire and extended coverage insurance carried by a major tenant and requiring repair or restoration of the building occupied by the tenant, provided that the City is an additional insured and loss payee with respect to any such coverage and such policies otherwise comply with the requirements hereof), reflecting the City as its interest may appear as to the former and the customary loss payee endorsement to the City as mortgagee as to the latter, in both cases non-cancelable except after 30 days prior written notice to the City; the Loan Documents shall provide that Developer shall apply proceeds to principal or the Loan. In the event that any insurer cancels insurance the City may obtain such insurance at the cost of the Developer and the cost shall be added to the outstanding balance of the Loan; and
- 3.3.3 An opinion of the Developer's counsel in its customary form opining as to the enforceability of this Agreement, Escrow Agreement for Deed, Note, Security Agreements and other Loan Documents; and

- 3.3.4 Providing that no payment default shall be deemed to have occurred unless not cured within 10 days after the occurrence thereof, or if not a monetary default then within such additional time after notice thereof from the City to the Developer as Developer shall in good faith, and with due diligence, be attempting to cure the same, but not more than 90 days provided that the insolvency of the Developer or its inability to pay its bills as they become due shall be deemed an automatic event of default; and
- 3.3.5 Providing for a late charge respecting any late payment in an amount of five (5%) percent for each month or part thereof that the payment is in arrears; and
- 3.3.6 Providing the Developer the opportunity to cure disputed liens for a reasonable period of time so long as no forfeiture of the City's assets may ensue thereby, and provided that title insurance over any such claim and/or a deposit of collateral reasonably acceptable to the City shall be required as a pre-condition of such contest. The Loan Documents shall also include such other documents as would customarily be required of a borrower by an institutional lender in a loan transaction similar to this transaction, including but not limited to, the following:
- (a) Collateral assignment of the beneficial interest if necessary;
  - (b) an environmental indemnity from the Developer in accordance with the Section 3.3.8 hereinbelow, in a form acceptable to the City;
  - (c) a collateral assignment of service contracts, licenses and permits and a collateral assignment of the management agreement in effect with respect to the building. The management of the building at all times be

subject to the City's reasonable approval (and City hereby approves Developer as manager), and upon foreclosure the City shall have the right to terminate the management agreement and obtain new management.

- 3.3.7 UCC, tax lien and judgment searches of Developer, its managers, members and principals; and
- 3.3.8 An environmental indemnity by Developer to City concerning violation of applicable environmental laws; or existence of Hazardous Materials caused by Developer during its ownership of the Thorne Parcel, provided that with this indemnity shall relate to the period only from and after Closing and as to the intentional, willful or negligent acts of Developer.
- 3.3.9 Such other reasonable requirements consistent with the provisions hereof which are customarily provided as a part of such transactions.
- 3.4 The date of Disbursement of the Loan for the Thorne Parcel shall be at the time of Closing as provided in the Milestone Schedule provided further that such date shall be no earlier than the date all requirements set forth in Section 3.2 hereinabove shall have been met.
- 3.5 The City shall waive any City imposed real estate transfer fee attributable to the Loan transaction.
- 3.6 Notwithstanding anything to the contrary herein, or in the Loan Documents, the Developer may, at any time prior to the date of disbursement of the Loan, determine by written notice to the City not to accept the Loan and finance its acquisition of the parcel from another source or sources, but in that event the other obligations of the Developer under this Agreement shall continue and shall not terminate.

- 3.7 The commitment of the City to make the Loan for the Thorne Parcel is personal to Developer and may not be transferred or assigned by Developer.

#### **ARTICLE 4.**

##### **ASSIGNMENT OF ATHAR PARCEL PURCHASE CONTRACT**

- 4.1 In exchange for the City's promises in this Agreement, the Developer agrees to sell, assign and set over to the City any and all of Developer's interest in and to the Athar Parcel by way of its Purchase Agreement therefore dated February 11, 2009 ("Athar Purchase Contract") between Developer and Peter Cotsirilos and the estate of George P. Cotsirilos as seller of the Parcel.
- 4.2 By approval and execution of this Agreement the City accepts assignment of the Athar Purchase Contract, and agrees to undertake the purchaser's obligations therein and to purchase of the Parcel as required by that Contract and this Agreement.

#### **ARTICLE 5.**

##### **CITY'S LOAN TO DEVELOPER FOR ACQUISITION OF THE RETAIL PREMISES**

- 5.1 The Developer may borrow the purchase price of the Retail Premises from the City at the time Developer purchases the Retail Premises from the City as required by the Milestone Schedule, and upon terms as set out in this Agreement and in the Loan Documents for that transaction.
- 5.2 The City shall have no obligation to make such loan to Developer for the Retail Premises until the conditions and deliveries required in the Milestone Schedule and hereinafter are met, to wit:

- 5.2.1 There is no default by Developer in any terms or conditions of this Agreement or the Milestone Schedule.
- 5.2.2 The Developer is unable to secure tenant leases for the Retail Premises to an extent necessary that would allow it to borrow funds necessary for this purchase of the Retail Premises from the City upon commercially reasonable terms and at a price as determined by the formula in the Term Sheet.
- 5.2.3 The Developer delivers Loan Documents as required by the City.
- 5.2.4 Any other commercially reasonable requirements determined by the City.

#### **ARTICLE 6.**

##### **DEVELOPER'S REPAYMENT OF THORNE LOAN AND THE CITY'S PURCHASE OF THE THORNE PARCEL**

- 6.1 The City shall purchase the Thorne Parcel from the Developer, subject to the terms and conditions of this Agreement, including the Milestone Schedule. At the City's purchase Closing, Developer shall convey fee simple title to the City or its assignee or designee by good, sufficient and recordable warranty deed subject only to the Permitted Exceptions.
- 6.2 The consideration paid by the City to Developer for its conveyance of the Thorne Parcel to the City shall be forgiveness of the Loan, plus or minus prorations and other proper charges.
- 6.3 There shall be no obligation of Developer to provide a Survey at Closing of the conveyance of the Thorne Parcel to the City, but shall provide an affidavit of "no new improvements" to the Title Company.
- 6.4 No later than thirty (30) days prior to Closing, City shall order the Title Commitment, at City's sole cost and expense. The parties shall promptly thereafter attempt to agree upon

exceptions to title (other than those approved by the parties referred to herein as "Permitted Exceptions"). If any exception is unacceptable to the City, Developer shall have 10 days from the date of objection to have such exceptions removed from the Title Commitment, and if Developer fails to have all such exceptions removed, City may elect, on or before 10 days thereafter accept title subject only to those such unpermitted exceptions as the Title Company has not removed upon payment of Developer or to deduct from the purchase price the cost of the premiums and security necessary for an endorsement insuring the City's marketable title with said exceptions. In addition, the City may pursue such other rights or remedies it may have hereunder, at law or in equity. At the Closing, Developer shall cause the Title Insurer to issue an owner's title insurance policy (herein a "Title Policy") to the City in the full amount of the purchase price, at City's expense, insuring marketable title to the Thorne Parcel in the City, subject only to the Permitted Title Exceptions and such other exceptions as provided hereinabove or to which the City agrees.

- 6.5 Sole and exclusive possession of Thorne Parcel shall be delivered to City at the Closing.
- 6.6 The parties shall not prorate any items of income, but shall prorate real estate taxes.
- 6.7 The City's transfer taxes, if any, for this Closing shall be waived. All deed and money escrow fees shall be paid equally by the parties, but all title insurance premiums and charges for the issuance of the Title Policy shall be paid to the City.
- 6.8 Developer shall, until Closing, at Developer's sole cost and expense, maintain the Parcel free from waste and neglect and shall keep and perform or cause to be performed all obligations of the Developer or its agents under applicable federal, state, county and municipal laws, ordinances, regulations, orders and directives.

- 6.9 From its date of purchase on or about February 18, 2009 to this Closing, Developer shall not do, suffer or permit, or agree to do, any of the following:
- 6.9.1 Except as may be required in this Agreement, enter into any transaction in respect to or affecting the Thorne Parcel out of the ordinary course of business or affecting the Milestone Schedule; or
  - 6.9.2 Sell, encumber or grant any interest in the Thorne Parcel or any part thereof in any form or manner whatsoever, or otherwise perform or permit any act which will diminish or otherwise affect City's interest under this Agreement or in or to the Parcel or which will prevent Developer's full performance of its obligations hereunder and according to the Milestone Schedule.
- 6.10 Developer shall at all times after its purchase and upon reasonable prior notice, permit representatives, agents, employees, lenders, contractors, appraisers, architects and engineers designated by City access to, and entry upon, the Thorne Parcel to examine, inspect, measure and test it for the purposes set forth herein and for all other reasonable purposes.
- 6.11 Developer shall deliver to the City at the time of the Title Commitment true, correct and complete copies of the following:
- 6.11.1 All documents evidencing the title exceptions referenced or to be referenced on the Title Commitment; and
  - 6.11.2 All essential data, correspondence, documents, agreements, waivers, notices, applications and other records in respect to the Thorne Parcel and relating to transactions with taxing authorities, governmental agencies, utilities, vendors, tenants and others.

6.12 To induce City to execute, deliver and perform this Agreement and this Article 6 and without regard to any independent investigations made by City, Developer hereby represents and warrants to City on and as of Closing for the Thorne Parcel, as follows:

6.12.1 Except for Developer, there will be no Persons, as of the Closing date, in possession or occupancy of the Thorne Parcel or any part thereof, nor are there any Persons who have at that time any possessory rights in respect to the Parcel or any part thereof;

6.12.2 As of Closing, there are no claims, causes of action or other litigation or proceedings pending or, to the best of Developer's knowledge, threatened, in respect to occupancy of any premises on the Parcel; and

6.12.3 To the best of Developer's knowledge, there are no violations of any health, safety, pollution, environmental, zoning or other Legal Requirements with respect to the Parcel, which have not been heretofore entirely corrected;

6.12.4 There are not currently, nor shall there be prior to Closing, any general or special real estate or other ad valorem taxes or assessments or any other state or city taxes, fees, charges or assessments assessed against the Parcel; and

6.12.5 There are no facts or circumstances not disclosed to the City of which Developer has knowledge and which have or could have a material adverse effect upon this Parcel and the Developer's Real Estate.

6.13 Developer represents and warrants that to the best of its knowledge: (i) neither the Thorne Parcel nor any part thereof is in breach of any applicable environmental laws, and (ii) the Thorne Parcel is free of any Hazardous Materials that would trigger a response or remedial action under any environmental laws or any existing common law theory based on nuisance

or strict liability. If any such representation is in any manner inaccurate or any such warranty is in any manner breached, and if such breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any environmental laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Developer shall promptly take any and all remedial and removal action as required to clean up the Thorne Parcel, mitigate exposure to liability arising from, and keep that Parcel free of any lien imposed pursuant to, any environmental law as a result of such breach.

6.14 Additionally, but not in lieu of Developer's affirmative undertakings set forth in Section 6.13 herein, Developer, its members, managers and principals agree to indemnify, defend and hold harmless the City and its grantees from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the City and its grantees, as of a result of (a) any breach or any matter, condition or state of fact involving any applicable environmental law or Hazardous Material on or under the Thorne Parcel, which existed or arose because of an intentional, willful or negligent act of Developer, from the time of Developer's purchase of that Parcel to Closing with the City, regardless of whether or not Developer had knowledge of same as of Closing with the City.

6.15 The obligation to Close the transaction contemplated hereby is subject to all obligations of Developer required to be performed on or before Closing, having been timely and duly

performed. If any condition precedent to Closing by Developer as set forth herein has not been fulfilled and satisfied by Developer on or before Closing, the City may, by notice to the Developer given in accordance with and subject to, any cure periods provided herein, elect at any time thereafter to terminate this Article 5 alone or this Agreement as a whole provided that the City is not itself in default, and if such termination is due to Developer's fault occurring on or after the date hereof. As one of the City's remedies available at law or under this Agreement for Developer's failure to Close, the City may proceed to collect all reasonable costs, expenses, attorney's fees and other expenditures resulting from said default of Developer.

6.16 The Closing for the Thorne Parcel shall be at the offices of the Escrowee or the City's attorney, as the parties agree, and shall be on the date as called for in the Milestone Schedule, or such other date as agreed by the parties.

6.17 At the Closing, Developer shall deliver to the Escrowee or the City in exchange for the payment to Developer of the purchase price plus or minus prorations, the following closing documents:

6.17.1 Developer's warranty deed conveying to the City or its nominee fee simple title to the parcel conveyed, subject only to the Permitted Title Exceptions and any other exceptions approved by the City;

6.17.2 Developer's certificate dated as of Closing confirming that the representations and warranties set forth in Article 5 are true and correct on and as of Closing;

6.17.3 An ALTA statement; and

- 6.17.4 Such other documents, instruments, certifications and confirmations as may be reasonably required and designated by the City to fully effect and consummate the transactions contemplated hereby; and
- 6.17.5 A release of the Note and release of any other security for the Loan.
- 6.18 The parties shall jointly execute State of Illinois and DuPage County and City of Elmhurst transfer tax declaration, if necessary.
- 6.19 All documents or other deliveries required to be made by either party at Closing, and all transactions required to be consummated concurrently with Closing shall be deemed to have been delivered and to have been consummated simultaneously with all other transactions and all other deliveries, and no delivery shall be deemed to have been made and no transactions shall be deemed to have been consummated until all deliveries required by Developer and the City shall have been made, and all concurrent and other transactions shall have been consummated.

## **ARTICLE 7.**

### **CITY'S SALE OF RETAIL PREMISES TO DEVELOPER**

- 7.1 The Developer agrees to purchase and the City agrees to convey the Retail Premises as a Cold Dark Shell and after the City has subdivided the Developer's Real Estate so as to create a lot of record therefore at or about the time of completion of the Project and as required by the Milestone Schedule. The City shall cause the Retail Premises to become a legally conforming lot of record within 75 days prior to Closing of the sale of the Retail Premises to Developer by the City. The City shall provide, at no cost to Developer or its tenants, such easements in the Project as necessary for the development, maintenance and continued retail operation of the Retail Premises.

- 7.2 Developer, at its cost for those improvements as set out in Exhibit "E", shall improve the Retail Premises as a retail shopping center, consisting only of businesses generating sales tax revenue. Except as may be allowed by the City Manager for good cause shown and the City Manager's sole discretion, for a period of 10 years after Closing of the sale of the Retail Premises to Developer, at least seventy five (75%) of the leased space therein shall be used by retail tenants who state sales tax revenue therefrom and which is included in the Net State Sales Tax Incremental Revenue distributed to the City by the State of Illinois. The plan for the Retail Premises shall be approved by the City Manager if it is in accordance with this Agreement, in accordance with all Legal Requirements, and such approval shall not be unreasonably withheld. It is understood that the public parking spaces in the Project shall satisfy all parking required for the Retail Premises imposed by Legal Requirements.
- 7.3 Within 90 days after Closing and prior to the issuance of a building permit, the Developer shall furnish to the City complete architectural plans for the required construction of the Retail Premises.
- 7.4 Developer agrees to apply to the City for classification under the Zoning Ordinance to allow retail use of the Retail Premises if required by the Legal Requirements. If the plan for construction of improvements of the Retail Premises requires variances, code amendments, text changes in the codes, ordinances or regulations of the City, or other changes, the Developer agrees that it will take appropriate action and make the appropriate application as may be necessary to allow the construction of said improvements in accordance with the plan for retail use as approved by the City.

7.5 City agrees to sell the Retail Premises to Developer at the price determined by the formula set out in the Term Sheet, and upon terms as otherwise set forth in this Agreement. The City shall provide a loan to Developer for the purchase price of the Retail Premises to be repaid by Developer within 5 years, upon terms and conditions as set out in paragraph 5(e) of the Term Sheet and Loan Documents for that transaction at the time of this Closing. The City will convey title to the Retail Premises to the Developer as a lot of record by a recordable warranty deed, and a proper bill of sale and grant any required easements, subject only to standard title objections which Developer has reviewed and approved, all of which shall not interfere with the use or improvement of the Retail Premises as required in this Agreement.

7.6 Developer shall not convey any interest in the Retail Premises nor transfer any interest therein, except for financing purposes, to any other Person prior to the opening for business by the last tenant to initially occupy the Retail Premises after conveyance to Developer. The City Manager, in his sole discretion and for good cause shown by Developer, may allow such conveyance or transfer by Developer as may be prohibited by this Agreement.

#### **ARTICLE 8.**

##### **DEVELOPER TO CONSTRUCT THE PROJECT**

8.1 The City shall utilize the services of Developer (who shall involve ARCO Murray Construction Company therewith), as construction manager or general contractor for the Project, pursuant to a contract for those services to be entered into by the City and Developer within 30 days after Closing on the Thorne Parcel sale to the City.

#### **ARTICLE 9.**

##### **INDEMNITY AND SECURITY**

9.1 Developer agrees to indemnify, defend and hold harmless the City, its Mayor, Aldermen, employees, agents, representatives and attorneys, in both their official and individual capacities, from and against all claims, causes of action and suits of every kind and nature, including liabilities, damages, costs, expenses and reasonable attorneys' fees by reason of

9.1.1 a failure by Developer to perform any obligation provided herein; and

9.1.2 a contract, mechanic's lien or other claim by any third party, arising by reason of this Agreement or the Developer's performance hereunder; and

9.1.3 a claim for personal injury or property damage arising by reason of Developer's performance under this Agreement, other than a claim arising out of the City's own acts or those of anyone acting by, through or for the City or the negligence of any of the foregoing. In the event Developer does not defend and make timely payment of any such claim, the City shall have all remedies at law for enforcement hereof against Developer, including reasonable attorneys fees and costs of litigation, and may pursue any action against Developer all of which remedies may be exercised concurrently or consecutively, or in such other manner and sequence as may be determined by the City.

9.2 The Developer shall purchase and maintain such insurance as will protect the Developer and City, as additional insured (except for claims against the City relating to its work on the Developer's Real Estate) from claims set forth below which may arise out of or result from the action or omissions of the Developer or of a contractor, consultant or affiliate of the Developer or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, to wit:

- 9.2.1 Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit laws which may be applicable;
  - 9.2.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Developer's employees under any applicable employer's liability law;
  - 9.2.3 Claims for damages because of bodily injury, sickness or disease, or death of persons other than the Developer's employees;
  - 9.2.4 Claims for damages, other than work on the Developer's Real Estate, because of injury to or destruction of tangible property; and
  - 9.2.5 Claims for damages for bodily injury or death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.
- 9.3 The insurance required as aforesaid shall be issued by a company with an Best's rating of no less than A:VII, and where applicable shall be written for no less than the following limits of liability:

Worker's compensation and Occupational Diseases	Statutory limits
Employer's Liability	\$500,000.00
Comprehensive General Liability Bodily Injury and Property Damage	\$2,000,000.00 combined single limit
Contractual Liability for Indemnification of Owner and Owner's Representatives	\$1,000,000.00 combined single limit
Comprehensive Automobile Liability (all types of vehicles)	\$500,000.00 combined single limit
Umbrella Liability	\$3,000,000.00 combined single limit

Certificates of insurance evidencing the required coverage as above for the Developer and any contractor, consultant or other contractor involved in operation or construction upon the Developer's Real Estate shall be delivered to the City at the time of the first Closing hereunder. The certificates required shall contain a provision that coverage will not be canceled or allowed to expire until at least (30) thirty days' prior written notice has been given to the City.

#### **ARTICLE 10.**

##### **CERTIFICATE OF COMPLETION**

- 10.1 Promptly after completion of the Project in accordance with this Agreement, the City shall furnish the Developer with an appropriate instrument so certifying such completion. The certification by the City shall be conclusive determination of satisfaction and termination of the covenants in this Agreement with respect to the obligations of the Developer to convey the Developer's Real Estate and to construct the Project thereon as required by this Agreement.

#### **ARTICLE 11.**

##### **REAL ESTATE TAXES.**

- 11.1 The Developer, its successors or assigns agree not to protest or object to any real estate tax assessment on the Developer's Real Estate or the Retail Premises which, if allowed, would reduce the assessment below the current level as of the date of this Agreement or as to the Retail Premises, on the date of Substantial Completion thereof. Nothing herein shall require a tenant or future tenant of the Retail Premises to refrain from any tax protest or objection permitted by the terms of its lease with Developer.

- 11.2 The parties agree that the Developer's Real Estate shall be assessed for general real estate taxes in the manner provided by applicable Legal Requirements. The Developer shall pay all real estate taxes when due on the Developer's Real Estate or the Retail Premises while it owns those properties, and shall furnish the City, at its request, with evidence of the taxes paid and when paid.
- 11.3 The obligation of Developer, its successors and assigns, under this Article Eleven shall continue only during the life of the City's Downtown TIF District. This covenant shall be binding and enforceable against any subsequent owners of the Developer's Real Estate. If the City claims that Developer has breached this covenant, may refuse to issue any occupancy permit or may seek an injunction against such changed use and if allowed by a Court may seek an award of costs and attorneys' fees should the court determine that Developer is in breach of this covenant.

## **ARTICLE 12.**

### **OCCURRENCES CONSTITUTING PERMITTED DELAYS**

- 12.1 Performance by a party hereunder shall not be deemed to be in default where delays or defaults are due to the fault of the other party, war, unusual weather conditions, oncoming seasonal weather conditions which make it reasonable to delay development so as to assure no interruption in sequential development, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes or lack of transportation. An extension of time for any such cause shall be for the period of the delay, which period shall commence to run from the time of the commencement of the cause, provided that written notice by the party claiming such extension is sent to the other party not more than twenty (20) days after the

commencement of the cause or not more than twenty (20) days after the party claiming such extension could have first reasonably recognized the commencement of the cause, whichever is later.

## ARTICLE 13.

### REMEDIES-LIABILITY

- 13.1 Any party to this Agreement may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purposes of this Agreement, at law or in equity. In the event any party shall institute legal action because of a breach of any provision or obligation contained in this Agreement, and a breach shall be established by a final judgment against a party after all appeals have been concluded, the prevailing party shall be entitled to recover all damages, costs and expenses, including reasonable attorneys' fees incurred therefor.
- 13.2 The rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other parties.
- 13.3 The curative provisions of this Section do not apply to default debt service on the Loan or Loans. Subject to the extensions of time set forth in this Agreement, failure or delay by any party to perform any term or provision of this Agreement shall constitute a default under this Agreement. The party who so fails or delays must, upon receipt of written notice of the existence of such default, immediately commence to cure, correct or remedy with due diligence. The party claiming such default shall give written notice of the alleged default to the party alleged to be in default, specifying the default complained of by the injured

party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Except as required to protect against further damages, and except as otherwise expressly provided in this Agreement, the injured party may not institute proceedings against the party in default until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, said thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the defaulting party diligently proceeds therewith; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

- 13.4 Except as otherwise specifically provided in this Agreement, the Developer, its members, managers or principals generally shall have no personal liability for payment or performance under, or arising by virtue of this Agreement.

#### **ARTICLE 14.**

##### **GENERAL**

- 14.1 Immediately after the date hereof and at or before the first of the Closings contemplated hereby, this Agreement or a Memorandum hereof shall be recorded. The covenants and agreements of Developer set out herein shall run with the land and be binding on all successors or assigns of Developer as may be intended by the parties herein, and may be enforced by the City by appropriate action taken in the sole discretion of the City.

14.2 All notices and demands required hereunder shall be in writing and shall be deemed given when received upon electronic delivery as follows:

If to the City: City of Elmhurst  
ATTN: Thomas Borchert, City Manager  
Fax: #630-530-3014  
E-mail: Tom.Borchert@elmhurst.org

With a copy to: Kenneth T. Kubiesa  
Kubiesa, Spiroff, Gosselar, Acker & DeBlasio, P.C.  
Fax: #630-516-1808  
E-mail: kubiesa@ksgalaw.com

If to Developer: David Hollingsworth  
DevCom Realty Investments  
Fax: #630-961-2580  
E-mail: [dave@devcominc.com](mailto:dave@devcominc.com)

Dan Hiffman  
NAI Hiffman  
Fax: #630-9327258  
E-mail: [dan@hiffman.com](mailto:dan@hiffman.com)

With a copy to: Michael P. Bradt  
Morrissey & Robinson  
Fax: #630-424-8890  
E-mail: [mbradt@mr-legal.com](mailto:mbradt@mr-legal.com)

14.3 The City and the Developer will make every reasonable effort to expedite giving effect to the terms and provisions hereof and acknowledge that the successful performance of this Agreement requires their continuous and diligent cooperation and effort.

14.4 The terms and conditions set forth in this Agreement supersede all prior oral and written understandings and constitute the entire agreement between the City and Developer.

14.5 The City shall comply with the requirements of Section 5/1174.4(c) of the Act regards sale of City owned real estate within the Redevelopment Area, and within thirty (30) days of the date hereof make any solicitation required by the Act as determined by the City. This

Agreement shall not be binding upon either party hereto if the City should determine that it is required under the Act to make this Agreement public for thirty (30) days from the date of this Agreement, for the purpose of soliciting alternative proposals but shall be deemed binding as of and on the date hereof should the City reject any alternative proposal received within fifteen (15) days after a thirty (30) day period for receipt thereof.

- 14.6 This Agreement shall be binding upon the parties hereto and their respective heirs, successors, administrators, assigns, or other successors in interest.
- 14.7 Time is of the essence of this Agreement.
- 14.8 The City shall keep all documents and information delivered by the Developer to the City or its consultants confidential to the maximum extent permitted by law, including specifically 5 ILCS 140/7(1)(g). Prior to disclosure of any such documents or information the City shall notify the Developer and the Developer shall be permitted to take such action as it deems necessary to protect the confidentiality of such documents or information.
- 14.9 Titles of the several parts, paragraphs, sections, or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any provision. The word "herein," "hereunder," "hereof," "hereto" and the like refer to the entirety of this Agreement.
- 14.10 The parties hereto agree to submit any dispute between them to the jurisdiction of the Circuit Court of DuPage County, Illinois, and the appellate courts thereof. The applicable law shall be the law of the State of Illinois.
- 14.11 This Agreement, and any exhibits attached hereto, if involving an amendment constituting a material variance from the terms hereof, may be amended only by the mutual consent of the parties with the adoption of an ordinance or resolution of the City approving said

amendment, as provided by law, or if not a material variance as conclusively determined by the City Manager, only with his approval, and by the execution of the amendment by the parties or successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

- 14.12 The terms in the body of this Agreement shall control if in conflict with any exhibit hereto or other evidence of the intent of the parties.
- 14.13 This Agreement may be executed in counterparts, each of which shall constitute an original Agreement.

**IN WITNESS WHEREOF**, this Agreement is executed as of the date first written above.

**CITY OF ELMHURST, ILLINOIS**

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

**Attest:**

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

**ADDISON CORRIDOR DEVELOPMENT I,  
LLC**

By: \_\_\_\_\_  
Its: Manager or Member

## LIST OF EXHIBITS

- |           |  |
|-----------|--|
| Exhibit A | Legal Description of Developer's Real Estate (including Thorne Parcel and Athar Parcel)  |
| Exhibit B | Plan for Retail Premises of the Project  |
| Exhibit C | Milestone Schedule for the Project   |
| Exhibit D | Term Sheet dated February 5, 2009  |
| Exhibit E | Description of improvements to the Cold Dark Shell in the Retail Premises which are Developer's costs, in the ARCO/Murray letter of December 15, 2008. |

**DEVELOPER'S REAL ESTATE**

**THORNE PARCEL**

THE SOUTH 65 1/2 FEET OF LOT 10 AND ALL OF LOT 11 (EXCEPT THE SOUTH 3.00 FEET OF LOT 11 AND EXCEPT THE EAST 10.00 FEET OF THE NORTH 64.50 FEET OF THE SOUTH 67.50 FEET OF LOT 11) IN BLOCK 2 OF THE PLAT OF THE TOWN OF COTTAGE HILL IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 10, 1871 AS DOCUMENT NO. 14044, IN DUPAGE COUNTY, ILLINOIS.

P.I.N: 06-02-221-001

**ATHAR PARCEL**

THE NORTH 50 FEET OF LOT 10 IN BLOCK 2 IN PLAT OF THE TOWN OF COTTAGE HILL, BEING A SUBDIVISION IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 10, 1871 AS DOCUMENT 14044, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 06-02-221-003

EXHIBIT A  
LEGAL DESCRIPTION  
DEVELOPER'S REAL ESTATE

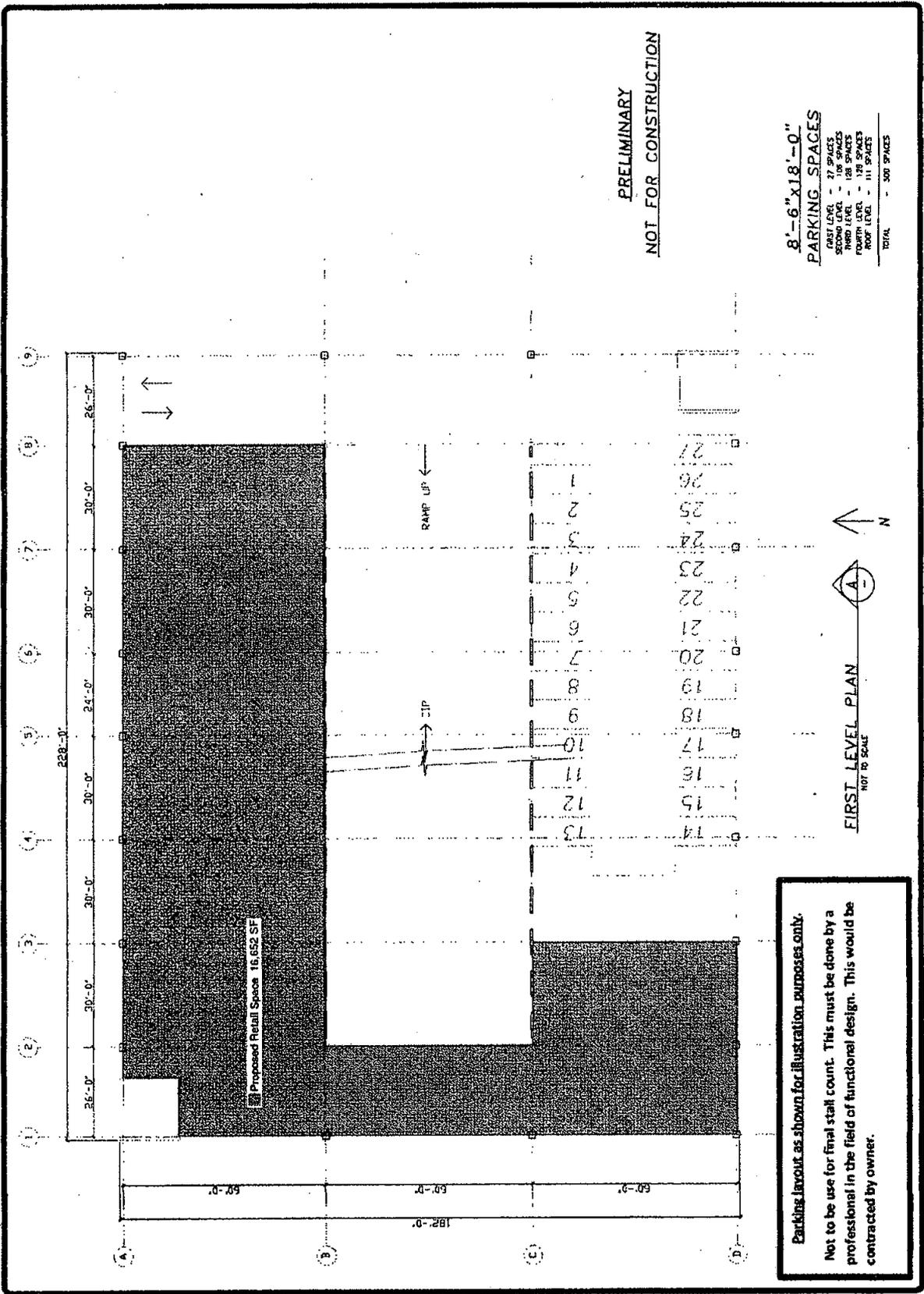


EXHIBIT B

## EXHIBIT C

### MILESTONE SCHEDULE

1. Date of approval and execution of this Agreement - February 17, 2009
2. Loan Disbursement for Thorne Parcel - February 18, 2009 or an extension agreed by the parties.
3. Closing for Athar Parcel - 30 days after the current Athar restaurant tenant vacates and when the City receives appropriate assurances that the tenancy of the Athar restaurant is finally terminated including any right of first refusal.
4. Closing for Thorne Parcel - at such time as the last tenant vacates the premises and upon Developer notice, but no later than May 18, 2013.
5. Construction of the Project - to commence 6 months after Closing of the last of the Thorne Parcel or Athar Parcel conveyance to the City, but no later than September 30, 2013. The contract with Developer as construction manager or general contractor for the Project as required by paragraph 5(c) of the Term Sheet and this Agreement, shall be approved by the parties no later than 30 days after this Closing.
6. Date for approval of a construction contract with Developer to construct the Project - no later than March 31, 2013.
7. Developer purchases Retail Premises from the City - Within ninety (90) days of substantial completion of the Project, but before Developer improves the Cold Dark Shell for tenants.

**DEVELOPMENT LOAN  
COMMITMENT AND TERM SHEET  
(Addison Street/DevCom Redevelopment)**

WHEREAS, DevCom Realty Investments, NAI Hiffman and Arco Murray National Construction Company ("Arco") as principals (collectively the "Developer") intend to develop a retail and parking structure ("Project") on property commonly known as 135 N. Addison Street ("Thorne Property"), 149 N. Addison Street ("Athar Property"), and six (6) feet of right-of-way of Addison Street adjacent to the aforesaid parcels ("ROW Property") (collectively the "Property") all within the Downtown TIF District of the City of Elmhurst; and

WHEREAS, the City and Developer intend to enter into a Development Agreement for the Project which will include a public parking deck to be owned and operated by the City and retail premises on Addison Street to be owned by Developer; and

WHEREAS, the terms for financing and construction of the Project will be provided in the Development Agreement, which will include certain substantial and material terms and conditions as follows;

NOW, THEREFORE, the City and Developer agree that the Developer will acquire the Property and construct the Project thereon and the City will finance that acquisition and construction of the Project upon terms and conditions included in a Development Agreement as follows:

1. Developer has entered into a purchase contract for the Thorne Property that is scheduled to close on or about February 15, 2009, but may be extended by the parties to a date no later than April 15, 2009. The purchase price is \$3,500,000.
2. The Developer or the City will close on the purchase of the Athar Property pursuant to a purchase contract calling for such closing on or before April 1, 2009, but not later than June 15, 2009 or as otherwise agreed by the parties. The purchase price is \$970,000.
3. At closing of the purchases of the Thorne Property and the Athar Property pursuant to the respective purchase contracts, the City will loan Developer the full purchase price for each. Repayment of the City loans by Developer will be pursuant to non-recourse notes payable to the City, secured by a mortgage. The notes shall provide that Developer make monthly payments of interest only to the City at a rate of 4.875% per annum, and all principal and any unpaid interest shall come due no later than September 30, 2012 or earlier at the time that construction of the Project begins.

**Exhibit B to  
Ordinance No. O-03-2009**

Exhibit D  
Page 1 of 3

4. Substantial completion of the Project shall be no later than two (2) years after construction begins.

5. The Development Agreement shall contain other provisions as follows:

(a) The terms of the notes, mortgages and any or other security required by the City.

(b) If after Developer acquires the Athar property and notifies the City that the current tenant of that property has vacated, the City will then purchase the Athar Property from Developer in consideration of forgiveness of the principal amount of Developer's note to the City. The City will construct a surface public parking lot thereon for public use until construction of the Project begins.

(c) The general contractor and/or construction manager for the Project will be the Developer pursuant to terms and conditions of a contract therefor with the City. The City and Developer each will review and approve plans for the Project. The City shall pay the actual cost of construction of the Project, and have reasonable access to the books and records of Developer during construction as they agree. Payments to Developer shall be made paid through an escrow and will include a reasonable fee or profit for Developer based upon reasonable, usual and customary pricing methodology. Overhead telephone and power lines in the alley east of the Property will be buried as part of construction of the Project.

(d) Upon substantial completion of the Project, the City shall convey the "cold dark shell" of the retail component of the Project to Developer for a price determined by this formula:

Gross sq. ft. of retail component ÷ Gross sq. ft. of Project x  
contract purchase price for the Property of \$4,470,000

(e) If at the time of substantial completion of the Project the Developer has not obtained lease commitments for the retail space sufficient so that a commercial loan for the purchase price would be available, then the City will provide a mortgage loan to Developer upon terms that are commercially reasonable and agreed by the parties.

(f) ~~The City will consider a conditional use for the height of the Project up to six (6) stories. An application for that conditional use will be processed by the City prior to issuance of a building permit.~~

STRIKE

Tom M.

DM

(g) Uses in the retail component of the Project may be reasonably restricted by the City for a period of ten (10) years as provided in the Development Agreement.

(h) Developer will continue to own the Property until the Project is substantially completed.

(i) The Developer or any successor's ability to object to or contest the City's real estate taxes will be restricted for ten (10) years or until the end of the TIF, whichever is sooner.

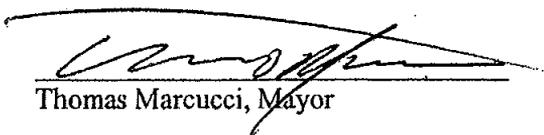
6. This loan commitment by the City for purchase price of the Property will expire ninety (90) days after the date hereof. The City and Developer will in good faith negotiate and cooperate so that the Development Agreement can be finalized prior to expiration.

7. The complete agreement of the parties concerning the Project will be finally set out in the Development Agreement, to be enforceable according to its terms.

IN WITNESS WHEREOF, the parties have set their hands this 5th day of ~~January~~, 2009.  
February

CITY OF ELMHURST

DEVELOPER

  
Thomas Marcucci, Mayor

Addison Corridor Development LLC

By David D. Hellmquist  
Member



December 15, 2008

Mr. Dan Hiffman  
NAI Hiffman  
One Oakbrook Terrace  
Suite 600  
Oakbrook Terrace, IL 60181

Re: Proposed 135 & 145 N Addison Parking Deck  
**Value of Building Improvements Relative to the Retail Space**  
Elmhurst, IL.

Dear Dan:

Thank you for choosing to team with ARCO/Murray on this project. Included herein is a summary of the costs of the proposed 228' x 182' parking deck associated with improvements to the retail space. The scope items included that contribute to the retail space include:

- Storefront glass system and its associated foundation elements
- Masonry walls at the back of the retail space and their associated foundation elements; highway guardrail protection the masonry wall from the first floor parking area.
- Waterproof traffic membrane on the second floor parking to protect the retail space.
- Temporary gas unit heaters and associated gas piping
- Distribution of overhead water and underslab sanitary throughout the retail space.
- All preliminary electrical distribution including electrical feeder to the retail space and multi-tenant tap box.

Dan, we again thank you for having the opportunity to be a part of your team. Should we be able to assist in any other capacity please do not hesitate to contact us.

All the best,

Leonidas J. Stellakis

Bradley J. Dannegger

ARCO/Murray National Construction Co.

EXHIBIT E