

1020

AGENDA
OF BUSINESS TO BE BROUGHT BEFORE THE MEETING
OF THE CITY COUNCIL OF ELMHURST, ILLINOIS, 209 NORTH YORK
MONDAY, JULY 21, 2008
7:30 P. M.

- 1. Introduction of 2008 Mayor for a Day Contest Winner Charles Hooker**
- 2. Call to Order/Pledge of Allegiance/ Roll Call**
- 3. Receipt of Written Communications and Petitions from the Public**
- 4. Public Forum**
- 5. Consent Agenda**
 - a. Minutes of Regular Meeting Held on Monday, June 16, 2008 (City Clerk Spencer): Approve as published
 - b. Minutes of the Executive Session Held on Monday, June 16, 2008 (City Clerk Spencer): Receive and place on file.
 - c. Accounts Payable – July 21, 2008 Total \$ 1,081,055.28
 - d. Bids, 2008 Watermain Improvements Project (City Clerk Spencer): Refer to the Public Works and Buildings Committee (See Item 5g.)
 - e. Bid, 2008 Concrete Pavement Patching Program (City Clerk Spencer): Refer to the Public Works and Buildings Committee (See Item 5h.)
 - f. Neighborhood Electric Vehicles (NEV's) (City Manager Borchert): Refer to the Public Affairs and Safety Committee
 - g. Report – 2008 Water Main Improvements (PW&B) (See Item 5d.)
 - h. Report – Bids, 2008 Concrete Pavement Patching Program (PW&B) (See Item 5e.)
 - i. Report – Rain Gardens in Rear Yards (PW&B)
 - j. Report – 366 Commonwealth Lane Alley Vacation (PW&B)
 - k. Report – Parking Restrictions for Maple Avenue – Second Street to Third Street (PA&S)
 - l. Report – Parking Restrictions on Elm Street, North of First Street (PA&S)
 - m. Report – Liquor License Request: cuvee Cellars, Ltd. (PA&S)
 - n. Report – Renewal of Metro Paramedic Services Contract (PA&S)
 - o. Report – City of Elmhurst Review of 2016 Chicago Olympic Bid (PA&S) (See Item 5r.)
 - p. Report – Partial Refunding of the 2000 General Obligation Bond Issue and Issuance of a 2008 General Obligation Bond Issue (F,CA&AS)
 - q. Report – Case Number 08 P-06/City of Elmhurst Fire Station #2 Conditional Use & Variation (DP&Z)
 - r. R-15-2008 – A Resolution Supporting the City of Chicago's Bid for the 2016 Olympic and Paralympic Games (See Item 5o.)
- 6. Reports and Recommendations of Appointed and Elected Officials**
 - a. Updates (Mayor Marcucci)

7. Ordinances

- a. O-23-2008 - An Ordinance Approving a Development Agreement with Morningside Hahn, LLC and Authorizing Conveyance of Real Estate Thereunder

8. Other Business

9. Announcements

10. Adjournment

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

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

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**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF THE ELMHURST, ILLINOIS
HELD ON MONDAY, JULY 7, 2008
209 NORTH YORK STREET
ELMHURST, ILLINOIS**

<u>SUBJECT</u>	<u>PAGE</u>
Executive Session 7:00 p.m. – Litigation -----	1
Call to Order/ Pledge of Allegiance/Roll Call -----	1
Receipt of Written Communications and Petitions from the Public -----	1
Public Forum -----	1
Consent Agenda	
Minutes of Regular Meeting Held on Monday, June 16, 2008 -----	2
Minutes of the Executive Session Held on Monday, June 16, 2008 -----	2
Accounts Payable – June 30, 2008 Total \$ 2,326,484.56 -----	2
Reappointments to the Board of Trustees of the Elmhurst Public Library – Linda K. Wheaton, Philip L. Hupfer and Rosella A. Walsh -----	2
Reappointment to the Veterans Memorial Commission – Chaplin H. Scott Matheney, Elaine K. Jason & Marie Weibler -----	2
Bid, Industrial Trailer Mounted Drum Style Log and Debris Chipper -----	3
Bid, Three 2008/09 Model Year Ford F-650 Chassis Cab With 10' Munibody Dump Bodies Snow Plows and Equipment -----	3
Bid, One 2009 Six Wheel Dump Truck Tandem Axle GVWR 58,000 lbs. -----	4
Robert Palmer Drive Improvement Project -----	4
Immaculate Conception High School/Special Event Permit – 2008 -----	4
Balcony Grilling Fire Code Review – Alderman Diane Gutenkauf -----	5
Berens Park Parking Problems on Oak Street -----	5
Union Pacific Railroad Parking Lease -----	5
Report – 2008 Tree Inventory Proposal -----	6
Report – North Elevated Water Tank Interior Painting -----	6
Report – Bids, Robert Palmer Drive Improvements -----	7
Report – Elmhurst Dental Care Parking Request -----	8
Report – Joint Park District/City Committee -----	9
Report – Health and Welfare Brokerage Services Agreement -----	9
Report – City Hall Office Chair Replacement -----	10
Report – Wilkins Mazda/Hyundai Sales Tax Rebate Incentive Request -----	11
O-15-2008 – An Ordinance Authorizing a Fourth Loan Modification Agreement for the City of Elmhurst, DuPage and Cook Counties, Illinois -----	12
O-16-2008 – An Ordinance Authorizing the Sale By Auction and Disposal of Personal Property Owned By the City of Elmhurst -----	12
O-17-2008 – An Ordinance Making Appropriations for Special Service Area Number Five of the City of Elmhurst for the Fiscal Year Beginning May 1, 2008 and Ending April 30, 2009 -----	12
O-18-2008 – An Ordinance Making Appropriations for Special Service Area Number Six of the City of Elmhurst for the Fiscal Year Beginning May 1, 2008 and Ending April 30, 2009 -----	12
O-19-2008 – An Ordinance Making Appropriations for Special Service Area Number Seven of the City of Elmhurst for the Fiscal Year Beginning May 1, 2008 and Ending April 30, 2009 -----	12
O-20-2008 – An Ordinance Making Appropriations for Special Service Area Number Eight of the City of Elmhurst for the Fiscal Year Beginning May 1, 2008 and Ending April 30, 2009 -----	13
O-21-2008 – An Ordinance Making Appropriations for Special Service Area Number Nine of the City of Elmhurst for the Fiscal Year Beginning May 1, 2008 and Ending April 30, 2009 -----	13
O-22-2008 – An Ordinance Making Appropriations for Special Service Area Number Ten of the City of Elmhurst for the Fiscal Year Beginning May 1, 2008 and Ending April 30, 2009 -----	13
MCO-14-2008 – An Ordinance Amending the Number and Location of Limited (Ten Minute) Parking Zones -----	13
MCO-15-2008 – An Ordinance Amending Traffic and Parking Restrictions on Mitchell Avenue Between Van Buren and Jackson Streets in the Vicinity of Jackson School -----	13
ZO-12-2008 – An Ordinance Granting a Conditional Use for a Parking Lot (Elmhurst Memorial Hospital) -----	13
R-13-2008 – A Resolution to Allow IMRF Service Credit for Military Service -----	13
R-14-2008 – A Resolution Approving a Lease for a Public Parking Area (Schiller Court) -----	13
Reports and Recommendations of Appointed and Elected Officials	
Updates -----	15
Ordinances -----	15
Other Business -----	17
Announcements -----	17
Adjournment -----	17

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF ELMHURST, ILLINOIS
HELD ON MONDAY, JULY 7, 2008
209 NORTH YORK STREET
ELMHURST, ILLINOIS**

EXECUTIVE SESSION 7:00 P.M. – LITIGATION

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

Present: Diane Gutenkauf, Norman Leader, Michael Bram, John Gow, Chris Nybo, George Szczepaniak, Steve Morley, Mark A. Mulliner

Absent: Michael J. Regan, Pat Shea (arrived at 7:03 p.m.), Susan Rose (arrived at 7:06 p.m.), Stephen Hipskind (arrived at 7:10 p.m.), Moira Moriarty (arrived at 7:05 p.m.), Donna Lomnicki (arrived at 7:01 p.m.)

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

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

Ayes: Gow, Bram, Gutenkauf, Leader, Nybo, Szczepaniak, Morley, Lomnicki, Mulliner

Nays: None

9 yeas, 0 nays, 5 absent
Motion duly carried

Alderman Morley moved to adjourn executive session. Alderman Hipskind seconded. Voice vote. Motion carried. Executive session adjourned at 7:14 p.m.

CALL TO ORDER/ PLEDGE OF ALLEGIANCE/ROLL CALL

Attendance: 19

2. The Regular Meeting of the Elmhurst City Council was called to order by Mayor Marcucci at 7:30 p.m.

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

Absent: None.

Also in Attendance: City Treasurer Pigoni, City Attorney Kubiesa, City Manager Borchert, Police Chief Neubauer, PZED Director Said, Economic Development Manager Corner

RECEIPT OF WRITTEN COMMUNICATIONS AND PETITIONS FROM THE PUBLIC

3. None.

PUBLIC FORUM

4. Don Williams
257 E. Second St.
Elmhurst, IL 60126

Mr. Williams stated he has three (3) topics: He requested a listening of phone numbers of the Alderman and stated they should return calls. Mr. Williams spoke regarding no parking by permit signs on Second Street. He stated he called City Hall to request a permit and was told there are none. Mr. Williams suggested a one (1) day permit that can be printed from the City's website. He also complained about the disclaimer on the parking ticket and asked that it be changed.

Billie Bragg
131 W. Adelaide
Elmhurst, IL 60126

Ms. Bragg spoke regarding the issue of grilling on balconies on tonight's agenda. She stated her building is all brick, steel and mortar and is equipped with a sprinkling system. She stated residents of buildings such as hers should be allowed to grill on their balconies.

Genna Silver
216 Maison Ct.
Elmhurst, IL 60126

Ms. Silver referred to proposed ordinance O-23-2008 stating public disclosure regarding the City's cost and fee waivers is undisclosed. Residents have a right to know the dollar amount. She also stated it is the City's obligation for FOIA requests not to be denied. This opens the City to lawsuits.

Jeff Budgell
158 Oak St.
Elmhurst, IL 60126

Mr. Budgell spoke of the Hahn St. Redevelopment Project. He stated he welcomes the project and hopes it proceeds forward and gets underway.

CONSENT AGENDA

5. The following items on the Consent Agenda were presented:
 - a. MINUTES OF REGULAR MEETING HELD ON MONDAY, JUNE 16, 2008 (City Clerk Spencer): Approve as published
 - b. MINUTES OF THE EXECUTIVE SESSION HELD ON MONDAY, JUNE 16, 2008 (City Clerk Spencer): Receive and place on file.
 - c. ACCOUNTS PAYABLE – JUNE 30, 2008 TOTAL \$ 2,326,484.56
 - d. REAPPOINTMENTS TO THE BOARD OF TRUSTEES OF THE ELMHURST PUBLIC LIBRARY – LINDA K. WHEATON, PHILIP L. HUPFER AND ROSELLA A. WALSH (Mayor Marcucci): Concur with the Mayor's recommendation

July 17, 2008

To: Members of the City Council
Re: Reappointments to the Board of Trustees of the Elmhurst Public Library Linda K. Wheaton, Philip L. Hupfer and Rosella A. Walsh

With your advice and consent, I will reappoint Linda K. Wheaton, Philip L. Hupfer and Rosella A. Walsh to the Board of Trustees of the Elmhurst Public Library for terms to expire July 1, 2011. (See attached letter from Library Board President, Rose Walsh recommending the reappointments.)

Respectfully submitted,
/s/ Thomas D. Marcucci
Mayor

- e. REAPPOINTMENT TO THE VETERANS MEMORIAL COMMISSION – CHAPLIN H. SCOTT MATHENEY, ELAINE K. JASON & MARIE WEIBLER (Mayor Marcucci): Concur with the Mayor's recommendation

June 10, 2008

To: Members of the City Council
Re: Reappointment to the Veterans Memorial Commission - Chaplin H. Scott Matheney, Elaine K. Jason & Marie Weibler

With your advice and consent, I will reappoint Chaplin H. Scott Matheney, Elaine K. Jason and Marie Weibler to the Veterans Memorial Commission for terms to expire April 30, 2011.

Respectfully submitted,
/s/ Thomas D. Marcucci
Mayor

- f. BID, INDUSTRIAL TRAILER MOUNTED DRUM STYLE LOG AND DEBRIS CHIPPER
(City Clerk Spencer): Refer to the Public Works and Buildings Committee

June 17, 2008

TO: Mayor Marcucci and Members of the City Council
RE: Bid, Industrial Trailer Mounted Drum Style Log and Debris Chipper

In response to an invitation to bid on the subject equipment advertised in the Elmhurst Press on Friday, May 23, 2008, bids were received from two dealers.

Bids were opened at 10:00 a.m. on Tuesday, June 17, 2008, and following is a summary of the bids received:

<u>Dealer</u>	<u>Total Cost</u>
Alexander Equipment (Lisle, IL)	\$42,400.00
Morbark, Inc. (Winn, MI)	\$58,210.00

Respectfully submitted,
/s/ Patty Spencer
City Clerk

- g. BID, THREE 2008/09 MODEL YEAR FORD F-650 CHASSIS CAB WITH 10' MUNIBODY
DUMP BODIES SNOW PLOWS AND EQUIPMENT (City Clerk Spencer): Refer the Public
Works and Buildings Committee

June 17, 2008

TO: Mayor Marcucci and Members of the City Council
RE: Bid, Three 2008/09 Model Year Ford F-650 Chassis Cab with 10' Munibody Dump
Bodies Snow Plows and Equipment

In response to an invitation to bid on the subject equipment advertised in the Elmhurst Press on Friday, May 23, 2008, bids were received from four dealers.

Bids were opened at 10:00 a.m. on Tuesday, June 17, 2008, and following is a summary of the bids received:

<u>Dealer</u>	<u>Total Cost</u>
Northwest Ford / Sterling Truck Centers, Inc. (Franklin Park, IL)	\$102,670.50
Sutton Ford, Inc. (Matteson, IL)	\$104,211.00
Chicago International Trucks (Chicago, IL)	\$104,786.00
Freeway Ford / Sterling Truck Sales, Inc. (Lyons, IL)	\$109,135.00

Respectfully submitted,
/s/ Patty Spencer
City Clerk

- h. BID, ONE 2009 SIX WHEEL DUMP TRUCK TANDEM AXLE GVWR 58,000 LBS. (City Clerk Spencer): Refer to the Public Works and Buildings Committee

June 17, 2008

TO: Mayor Marcucci and Members of the City Council
RE: Bid, One 2009 Six Wheel Dump Truck Tandem Axle GVWR 58,000 lbs.

In response to an invitation to bid on the subject equipment advertised in the Elmhurst Press on Friday, May 23, 2008, bids were received from four dealers.

Bids were opened at 10:00 a.m. on Tuesday, June 17, 2008, and following is a summary of the bids received:

<u>Dealer</u>	<u>Total Cost</u>
Chicago International Trucks (Chicago, IL)	\$80,604.00
Trans Chicago Truck Group (Elmhurst, IL)	\$81,824.00
Northwest Ford / Sterling Truck Center (Franklin Park, IL)	\$82,755.00
Freeway Ford / Sterling Truck Sales (Lyons, IL)	\$84,249.00

Respectfully submitted,
/s/ Patty Spencer
City Clerk

- i. ROBERT PALMER DRIVE IMPROVEMENT PROJECT (City Clerk Spencer): Refer to the Public Works and Buildings Committee (See Item 5p)

June 18, 2008

TO: Mayor Marcucci and Members of the City Council
RE: Robert Palmer Drive Improvement Project

In response to an invitation to bid for the Robert Palmer Drive Improvement Project advertised in the Elmhurst Press on Friday, May 30, 2008, bids were received from three area contractors.

Bids were opened at 10:00 a.m. on Tuesday, June 17, 2008, and following is a summary of the bids received:

<u>Contractor</u>	<u>Total Cost</u>
R. W. Dunteman Company (Addison, IL)	\$716,182.29
Brothers Asphalt Paving, Inc. (Addison, IL)	\$742,675.85
Orange Crush, LLC (Hillside, IL)	\$778,000.00

Respectfully submitted,
/s/ Patty Spencer
City Clerk

- j. IMMACULATE CONCEPTION HIGH SCHOOL/SPECIAL EVENT PERMIT - 2008 (City Manager Borchert): Concur with the City Manager's recommendation

June 18, 2008

To: Mayor Marcucci and Members of the City Council
Re: Immaculate Conception High School/Special Event Permit - 2008

Immaculate Conception High School has requested a Special Event Permit to allow for a high school football game scheduled for October 3, 2008, to be held in the evening, as in previous years, with temporary portable lighting. It is, therefore, the intent of the City Manager to issue the permit to Immaculate Conception Church for the Immaculate Conception High School to hold a night football game in Lewis Stadium at Plunkett Field on Friday, October 3, 2008 as stipulated in the attached correspondence dated June 6, 2008.

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

- k. BALCONY GRILLING FIRE CODE REVIEW – ALDERMAN DIANE GUTENKAUF (City Manager Borchert): Refer to Development, Planning and Zoning Committee

July 1, 2008

To: Mayor Marcucci and Members of the City Council
Re: Balcony Grilling Fire Code Review – Alderman Diane Gutenkauf

It is respectfully requested that the attached request from Alderman Diane Gutenkauf regarding the fire code covering balcony grilling be referred to the Development, Planning and Zoning Committee for review and recommendation to the City Council.

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

- l. BERENS PARK PARKING PROBLEMS ON OAK STREET (City Manager Borchert): Refer to Public Affairs and Safety Committee

July 3, 2008

To: Mayor Marcucci and Members of the City Council
Re: Berens Park Parking Problems on Oak Street

It is respectfully requested that the attached E-mail correspondence regarding parking problems on Oak Street near Berens Park be referred to the Public Affairs and Safety Committee for review and recommendation back to the City Council.

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

- m. UNION PACIFIC RAILROAD PARKING LEASE (City Manager Borchert): Refer to Public Works and Buildings Committee

July 3, 2008

To: Mayor Marcucci and Members of the City Council
Re: Union Pacific Railroad Parking Lease

It is respectfully requested that the attached proposed revised lease for parking along the Union Pacific Railroad property be referred to the Public Works and Buildings Committee for review and recommendation to the City Council. The right-of-way area lease map is available for review in the office of the City Manager.

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

- n. REPORT – 2008 TREE INVENTORY PROPOSAL The following report of the Public Works and Buildings Committee was presented:

June 23, 2008

TO: Mayor Marcucci and Members of the City Council
RE: 2008 Tree Inventory Proposal

The Public Works and Buildings Committee met on Monday, June 23, 2008, to discuss proposals received for the City's Tree Inventory Project. A request for proposals (RFP) was sent to several vendors. The results of the proposals are as follows:

<u>Company</u>		<u>Proposal</u>
Natural Path	(Oak Park, IL)	\$51,700.00
StrataPoint	(Rosemount, MN)	\$65,000.00
ArborVision	(Glenview, IL)	\$68,600.00
Cowhey Gundmundson	(Itasca, IL)	\$91,500.00
Davey Tree Service	(Columbia, MO)	\$100,000.00
Bonestroo	(Libertyville, IL)	\$103,300.00

The City is seeking to inventory all parkway trees, and maintain the inventory with an appropriate inventory software program. The proposal includes the base inventory, GIS locations, necessary software to support inventory maintenance, all services necessary to input the inventory into the software program and initial training regarding the use of the software system.

Funds are provided in the FY 08/09 Budget in account number 110-6043-434-30-52 in the amount of \$100,000. Natural Path provided the lowest qualified proposal. Staff had a meeting with the president of Natural Path to discuss particulars regarding the work to be performed, and received a demonstration of the inventory software program. Further, checking Natural Path's references from Oak Park, Lincolnwood and Momence all resulted in positive responses regarding the ability of the company to perform in a professional and satisfactory manner.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the proposal from Natural Path in the amount of \$51,700.00 for providing the City's tree inventory 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

- o. REPORT – NORTH ELEVATED WATER TANK INTERIOR PAINTING The following report of the Public Works and Buildings Committee was presented:

June 23, 2008

To: Mayor Marcucci and Members of the City Council
Re: North Elevated Water Tank Interior Painting

The Public Works and Buildings Committee met on June 23, 2008 to discuss proposals for the painting of the interior wet portion of the north elevated water tank. The interior was last painted in 1991. Since that time the paint coating has deteriorated and requires replacement.

The interior 'wet' portion of the tank is subject to corrosion due to the wet environment. Also the tank has structural beams and seams that are showing corrosion. In addition the paint is worn off due to some freezing that occurs annually. The paint that is specified is a 'low volatile emission' product that is approved for the interior of water storage tanks by the American Water Works Association and the USEPA. The proposed work will include sand blasting removal of the existing paint, sealing of any openings between the beams and the surface of the tank wall and disinfection of the tank after the work is complete.

Bids were opened on June 10, 2008 and proposals were received from four contractors. The bids were;

<u>Contractor</u>	<u>Total Price</u>
Am-Coat Painting, Inc. Homer Glenn, IL	\$ 61,400
Jetco LTD. Prospect Heights, IL	\$ 75,800
Maxcor, Inc. Lockport, IL	\$ 94,900
Classic Protective Coatings Menomonie, WI	\$ 168,600

Bids were also received from Era-Valdivia Contractors, Inc., Chicago, IL and Neumann Company Contractors, Romeoville, IL after the 10:00 a.m. bid deadline and so were not opened and are not valid.

Staff has checked the references provided by Am-Coat Painting, Inc. and all report acceptable work. The City has used Am-Coat Painting in the past and found their work acceptable as well.

It is the recommendation of the Public Works and Buildings Committee that the low bid from Am-Coat Painting, Inc. of Homer Glen Illinois for \$61,400 be accepted.

Funds for this project are budgeted in the capitol expenditures budget, 510-6051-502.80-20. The 2008/2009 projected budget for this project is \$95,000.

Respectfully submitted,
Public Works and Building Committee

/s/ John E. Gow
Chairman

/s/ Michael Regan
Vice-Chairman

/s/ Donna Lomnicki

/s/ Pat Shea

- p. REPORT – BIDS, ROBERT PALMER DRIVE IMPROVEMENTS The following report of the Public Works and Buildings Committee was presented:

June 23, 2008

TO: Mayor Marcucci and Members of the City Council
RE: Bids, Robert Palmer Drive Improvements

The Public Works and Buildings Committee met on Monday, June 23, 2008 to review bids received for the Robert Palmer Drive Improvements. Three (3) bids were received from area contractors and are summarized below:

<u>Contractor</u>	<u>Total Price</u>
R.W. Dunteman Company Addison, IL	\$716,182.29
Brothers Asphalt Paving Addison, IL	\$742,675.85
Orange Crush. Hillside, IL	\$778,000.000

The bids received will provide for the edge grinding and bituminous overlay of approximately 13,000 square yards of concrete pavement, removal and replacement of approximately 1,200 lineal feet of concrete curb and gutter, nearly 8,000 lineal feet of pavement joint repairs, full depth concrete and asphalt patching, utility structure adjustments and related storm sewer work, restoration of driveways and parkways, and traffic control.

The contract requires that the above work shall be completed by August 29, 2008. The contractor is also required to maintain access to driveways at all times.

R.W. Dunteman from Addison, Illinois submitted the lowest responsible bid meeting all of the bidding requirements. Dunteman's bid was \$716,182.29. R.W. Dunteman has performed similar work for the DuPage County Division of Transportation and the Village of Oakbrook. Those agencies report that the work was completed in a satisfactory manner. Monies have been provided in the FY08/09 Budget, Account Number 310-0089-461-80-26, in the amount of \$1,265,000 for this project.

It is, therefore, the recommendation of the Public Works and Building Committee that the low bid from R. W. Dunteman in the amount of \$716,182.29, 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

- q. REPORT – ELMHURST DENTAL CARE PARKING REQUEST The following report of the Public Works and Buildings Committee was presented:

June 23, 2008

TO: Mayor Marcucci and Members of the City Council
RE: Elmhurst Dental Care Parking Request

The Public Works and Buildings Committee met on Monday, June 23, 2008 to review a request from Elmhurst Dental Care (EDC) to add parking to their current inventory utilizing City Right of Way (ROW). See attached request and drawing.

EDC is located at 333 W. First Street and has been growing its business for many years. Unfortunately this successful growth has exceeded their existing parking lot. While the facility still meets all zoning requirements relative to parking the overflow customers park in the adjacent neighborhood along Walnut Street and Oak Street.

EDC is asking to construct approximately 16 parking spaces in within the First Street ROW between the street and the sidewalk. The parking lot will be designed and constructed entirely at EDC expense. The work will be inspected by the City's engineering division to ensure that it conforms to all City codes. The parking will be available to the general public but will be restricted in its use. It currently is thought that the lot will be signed for 3 hour parking only. However that restriction may be amended as the City deems necessary.

It is therefore, the recommendation of the Public Works and Buildings Committee that permission to Elmhurst Dental Care to construct approximately 16 parking spaces in the City ROW along First Street for public use, be granted.

Respectfully submitted,
Public Works and Building Committee

/s/ John E. Gow

Chairman

/s/ Michael Regan

Vice-Chairman

/s/ Donna Lomnicki

/s/ Pat Shea

- r. REPORT – JOINT PARK DISTRICT/CITY COMMITTEE The following report of the Finance, Council Affairs and Administrative Services Committee was presented:

June 24, 2008

To: Mayor Marcucci and Members of the City Council
Re: Joint Park District/City Committee

The Finance, Council Affairs and Administrative Services Committee met June 23, 2008, to consider a request from the Elmhurst Park District regarding a joint Park District/City Committee.

The Elmhurst Park District has proposed that a Park District/City Committee be established, consisting of two Park Commissioners, two City Council members, the City Manager and the Elmhurst Park District Executive Director. This Committee would meet twice per year.

The Finance Committee has considered this proposal. The Finance Committee believes that there is ongoing intergovernmental communication that is both timely and effective that renders the proposed committee not necessary. Also, the Finance Committee recognizes that a structured, twice-a-year meeting, as proposed, may not effectively meet the needs of any given issue since the timing of the meeting may not coincide with the occurrence of an issue, and the second, follow-up meeting may be equally ineffective, assuming it occurs six months after the first meeting. The Finance Committee believes that the ongoing communication currently in place will result in a committee being formed, as needed, to deal with an issue that requires the input of both governmental bodies. The Finance Committee recommends that if an issue arises that requires collaboration between the Park Board and the City Council, that an ad hoc committee be established to address the specific issue.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council decline the proposal to establish a formal joint Park District/City Committee, but agree to establish an ad hoc committee as necessary.

Respectfully submitted,
Finance, Council Affairs and
Administrative Services Committee

/s/ George Szczepaniak

Chairman

/s/ Stephen Hipskind

Vice-Chairman

/s/ Moira Moriarty

/s/ Steven Morley

- s. REPORT – HEALTH AND WELFARE BROKERAGE SERVICES AGREEMENT The following report of the Finance, Council Affairs and Administrative Services Committee was presented:

June 25, 2008

To: Mayor Marcucci and Members of City Council
Re: Health and Welfare Brokerage Services Agreement

The Finance, Council Affairs and Administrative Services Committee met on June 23, 2008, to review the renewal for the professional service agreement for the health and welfare brokerage and consulting services for the City's health, dental and life insurance programs. In 2007 Strategic Employee Benefit Services (SEBS), part of Northwestern Mutual Financial Network, was selected as the broker of record based on a Request for Proposal review process.

The fee for the brokerage and consulting services was \$39,312 for fiscal 2007-2008. The renewal proposal from SEBS is unchanged and remains at \$39,312 for fiscal 2008-2009. In addition to maintaining flat fees, the City has received very good, professional, responsive service from SEBS, and staff recommends renewal of the service agreement with SEBS for fiscal 2008-2009. 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 accept the professional services agreement with Strategic Employee Benefit Services to provide broker and consulting services for the City's health, dental and life insurance programs for fiscal 2008-2009 for \$39,312, the same rate as fiscal 2007-2008.

Respectfully submitted,
Finance, Council Affairs and
Administrative Services Committee

/s/ George Szczepaniak
Chairman

/s/ Stephen Hipskind
Vice-Chairman

/s/ Moira Moriarty

/s/ Steven Morley

- t. REPORT – CITY HALL OFFICE CHAIR REPLACEMENT The following report of the Finance, Council Affairs and Administrative Services Committee was presented:

July 2, 2008

To: Mayor Marcucci and Members of City Council
Re: City Hall Office Chair Replacement

The Finance, Council Affairs and Administrative Services Committee met on June 23, 2008, to review staff recommendation of the purchase of 42 replacement office task chairs. The Committee discussed at length the state of the existing chairs after 16 years of use, having seen much wear. From a risk management point of view there is concern over improperly fitted, malfunctioning, and general discomfort in the old chairs that could lead to fatigue, loss of productivity, and potential work place injuries. Many of the chairs pneumatics no longer work and the cushions have broken down, making the chairs extremely uncomfortable and non-functioning. In addition some of the chairs fabric has torn or worn through from use. Over the past couple of years some of the chairs were replaced on an as needed basis; however the remaining chairs need to be replaced.

Ergonomics is an important feature in selecting the proper chair and should be done on an individual basis as part of a sound risk management program. To aid in the proper selection, three firms supplied sample chairs for staff to use as trial chairs to obtain a proper fit. OEC Business Interiors of Elmhurst provided samples from the Steelcase line, Midwest Office Supply provided samples from the Allsteel line, and Thomas Interiors provided samples from the Herman Miller line. The Steelcase product, a quality line, would be considered a step above the Allsteel line and a step below the Herman Miller line, in quality and cost.

OEC Business Interiors of Elmhurst was selected based on quality of chair, best fit, comfort, and the widest selection of styles. Steelcase carries a lifetime warranty on their product if it fails under normal use as a result of a defect. The exception is a 10 year warranty on the seating mechanisms, and pneumatic cylinders. Steelcase offers two pricing programs. All but one of the 42 replacement chairs is in the Steelcase buy back program resulting in a savings of \$1,451.77, a discount of \$35.41 per chair. The buy back program provides for the disposal of the old chairs. The one chair selected in the National Joint Powers Alliance Contract for government entities, which is offered by vendors who carry the Steelcase line is a set discounted price of \$180. The total chair purchase cost is \$22,441. Funds for this purchase have been budgeted.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council approve the purchase of 42 replacement office chairs from OEC Business Interiors of Elmhurst for \$22,441.

Respectfully submitted,
Finance, Council Affairs and
Administrative Services Committee

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

- u. REPORT – WILKINS MAZDA/HYUNDAI SALES TAX REBATE INCENTIVE REQUEST
The following report of the Finance, Council Affairs and Administrative Services Committee was presented:

June 24, 2008

To: Mayor Marcucci and Members of the City Council
Re: Wilkins Mazda/Hyundai Sales Tax Rebate Incentive Request

The Finance, Council Affairs and Administrative Services Committee met twice, most recently June 23, 2008, to review a request from Wilkins Mazda/Hyundai for a sales tax rebate incentive to assist in financing the purchase of the Hyundai dealership currently in Elmhurst, the opening of a new Mazda dealership in Elmhurst, and the purchase of property on which to locate both dealerships.

Mr. Tom Wilkins, President of Wilkins Buick/Mazda in Villa Park, was present at the meeting to present the request. Mr. Wilkins, who has operated Wilkins Buick/Mazda since 1985, has an opportunity to purchase property at 750 N. York Street along with the Hyundai dealership that currently resides on that property, and to open a Mazda dealership at the same location. The total investment required is approximately \$9.5 million, which consists of \$6.5 million for the property, for the Hyundai dealership, and for renovation of the existing facility, and \$3.0 million for a proposed separate showroom for the Mazda dealership within three to four years. Mr. Wilkins noted that he was not committing to constructing the proposed separate showroom for the Mazda dealership, and that the building construction would be dependent on the profitability of the proposed business expansion. To assist with financing the investment, Mr. Wilkins is requesting a sales tax rebate incentive agreement with the following parameters:

- ten year duration;
- maximum total payout of \$2 million;
- the City would retain 100% of the sales tax earned on the sales from the existing Hyundai operation annually, using 2007 as the base year;
- incremental sales tax receipts on sales in excess of the 2007 base year for the Hyundai operation, and all sales tax receipts for the new Mazda dealership, would be split 75% Wilkins/25% City (see attached schedules); and
- the sales tax rebate would be calculated and distributed on a quarterly basis.

Mr. Wilkins projects that the new Mazda dealership will be in place at the York Road location by Labor Day.

This sales tax rebate incentive request is consistent with past sales tax rebate incentives agreed to by the City of Elmhurst in that it does not require any upfront, out of pocket expense on the part of the City, and the rebate is distributed after the sales tax has been received.

The Finance Committee believes the purchase by Mr. Wilkins of the property at 750 N. York Street along with the Hyundai dealership that currently resides on that property, and the opening of a Mazda dealership at the same location would be very positive for the City. This development would continue to strengthen the York Street/Lake Street/Grand Avenue auto dealership area. The Finance Committee recognizes the strategic importance of such an expansion to the City's auto dealer base from the standpoint of generating customer traffic which benefits all the auto dealers by enabling customers to visit several dealers within easy access to each other in Elmhurst. This is an opportunity to provide a wider breadth of brands within Elmhurst and, given the current economic climate for autos, speaks highly of the visibility that Elmhurst's central, easy-to-get-to location provides to auto dealers. Sales tax revenue contributes approximately 30% of the City's total General Fund revenue, and sales tax from auto sales represents about 35% of the total sales tax revenue. After further discussion, it was the consensus of the Finance Committee to recommend a sales tax rebate incentive for Wilkins Mazda /Hyundai.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council direct the City Attorney to prepare a sales tax rebate incentive agreement between the City of Elmhurst and Wilkins Mazda/Hyundai, as outlined in this report.

Respectfully submitted,
Finance, Council Affairs and
Administrative Services Committee

/s/ George Szczepaniak
Chairman

/s/ Stephen Hipskind
Vice-Chairman

/s/ Moira Moriarty

/s/ Steven Morley

v. O-15-2008 – AN ORDINANCE AUTHORIZING A FOURTH LOAN MODIFICATION AGREEMENT FOR THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS

Ordinance O-15-2008 was presented for passage.

w. O-16-2008 – AN ORDINANCE AUTHORIZING THE SALE BY AUCTION AND DISPOSAL OF PERSONAL PROPERTY OWNED BY THE CITY OF ELMHURST

Ordinance O-16-2008 was presented for passage.

x. O-17-2008 – AN ORDINANCE MAKING APPROPRIATIONS FOR SPECIAL SERVICE AREA NUMBER FIVE OF THE CITY OF ELMHURST FOR THE FISCAL YEAR BEGINNING MAY 1, 2008 AND ENDING APRIL 30, 2009

Ordinance O-17-2008 was presented for passage.

y. O-18-2008 – AN ORDINANCE MAKING APPROPRIATIONS FOR SPECIAL SERVICE AREA NUMBER SIX OF THE CITY OF ELMHURST FOR THE FISCAL YEAR BEGINNING MAY 1, 2008 AND ENDING APRIL 30, 2009

Ordinance O-18-2008 was presented for passage.

z. O-19-2008 – AN ORDINANCE MAKING APPROPRIATIONS FOR SPECIAL SERVICE AREA NUMBER SEVEN OF THE CITY OF ELMHURST FOR THE FISCAL YEAR BEGINNING MAY 1, 2008 AND ENDING APRIL 30, 2009

Ordinance O-19-2008 was presented for passage.

- aa. O-20-2008 – AN ORDINANCE MAKING APPROPRIATIONS FOR SPECIAL SERVICE AREA NUMBER EIGHT OF THE CITY OF ELMHURST FOR THE FISCAL YEAR BEGINNING MAY 1, 2008 AND ENDING APRIL 30, 2009

Ordinance O-20-2008 was presented for passage.

- bb. O-21-2008 – AN ORDINANCE MAKING APPROPRIATIONS FOR SPECIAL SERVICE AREA NUMBER NINE OF THE CITY OF ELMHURST FOR THE FISCAL YEAR BEGINNING MAY 1, 2008 AND ENDING APRIL 30, 2009

Ordinance O-21-2008 was presented for passage.

- cc. O-22-2008 – AN ORDINANCE MAKING APPROPRIATIONS FOR SPECIAL SERVICE AREA NUMBER TEN OF THE CITY OF ELMHURST FOR THE FISCAL YEAR BEGINNING MAY 1, 2008 AND ENDING APRIL 30, 2009

Ordinance O-22-2008 was presented for passage.

- dd. MCO-14-2008 – AN ORDINANCE AMENDING THE NUMBER AND LOCATION OF LIMITED (TEN MINUTE) PARKING ZONES

Ordinance MCO-14-2008 was presented for passage.

- ee. MCO-15-2008 – AN ORDINANCE AMENDING TRAFFIC AND PARKING RESTRICTIONS ON MITCHELL AVENUE BETWEEN VAN BUREN AND JACKSON STREETS IN THE VICINITY OF JACKSON SCHOOL

Ordinance MCO-15-2008 was presented for passage.

- ff. ZO-12-2008 – AN ORDINANCE GRANTING A CONDITIONAL USE FOR A PARKING LOT (ELMHURST MEMORIAL HOSPITAL)

Ordinance ZO-12-2008 was presented for passage.

- gg. R-13-2008 – A RESOLUTION TO ALLOW IMRF SERVICE CREDIT FOR MILITARY SERVICE

Resolution R-13-2008 was presented for passage.

- hh. R-14-2008 – A RESOLUTION APPROVING A LEASE FOR A PUBLIC PARKING AREA (SCHILLER COURT)

Resolution R-14-2008 was presented for passage.

Alderman Bram pulled item **5u. Report – Wilkins Mazda/Hyundai Sales Tax Rebate Incentive Request**. Alderman Szczepaniak pulled item **5hh. R-14-2008 – A Resolution Approving a Lease for a Public Parking Area (Schiller Court)**.

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

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

Nays: None

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

Alderman Szczepaniak moved to approve item **5u. Report – Wilkins Mazda/Hyundai Sales Tax Rebate Incentive Request**. Alderman Hipskind seconded.

Alderman Szczepaniak stated this is a proposal to the City from Mr. Tom Wilkins, President of Wilkins Buick/Mazda in Villa Park, to purchase and renovate the Hyundai dealership at 740 N. York St and bring the Mazda brand to Elmhurst. The total investment required is \$9.5million which consists of \$6.5million for the Hyundai dealership and an additional \$3million for a proposed separate showroom for the Mazda dealership within 3-4 years.

Alderman Szczepaniak stated this is good recognition for Elmhurst. The thought that the City can sustain a new dealership is a positive. He reviewed the parameters of the requested sales tax rebate incentive agreement.

Alderman Bram stated he pulled item **5u. Report – Wilkins Mazda/Hyundai Sales Tax Rebate Incentive Request** to question the reasons for the request. In the past, the parameters have been different. Alderman Bram stated he had City staff give him past information on incentives and wondered why not a 50/50 split and why a \$2million total payout?

Alderman Szczepaniak stated the committee looked at past information and they agreed times are different. The risk is on Mr. Wilkins not the City, the City would benefit.

Alderman Hipskind stated upgrading the current dealership makes the project different. As success comes to the Hyundai dealership a commitment for a new building for Mazda will take place.

Alderman Lomnicki stated her support for a new "brand" to come to Elmhurst.

Alderman Moriarty stated more revenue will be generated. Mr. Wilkins is investing his own money and will not affect current revenue. She stated she supports this request.

Discussion ensued regarding support for a new "brand" in Elmhurst and the request.

Roll call vote on item **5u. Report – Wilkins Mazda/Hyundai Sales Tax Rebate Incentive Request**:

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

Nays: None

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

Alderman Gutenkauf moved to approve item **5hh. R-14-2008 – A Resolution Approving a Lease for a Public Parking Area (Schiller Court)** for parking spaces in the area commonly known as the donut hole. Alderman Mulliner seconded.

Alderman Szczepaniak pulled item **5hh. R-14-2008 – A Resolution Approving a Lease for a Public Parking Area (Schiller Court)** to discuss item #6, page 2 of the resolution. He questioned why the contract states the leasee is responsible to pay property tax for the eight (8) spaces that are controlled by the lessor.

City Manager Borchert responded the intent is that the lessor will pay the property tax for those eight (8) private parking spaces.

Discussion ensued.

Alderman Bram stated paragraphs 3 and 6 seem to be a contradiction.

City Attorney Kubiesa stated the first recital on page 1 explains it.

Roll call vote on item **5hh. R-14-2008 – A Resolution Approving a Lease for a Public Parking Area (Schiller Court):**

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

Nays: None

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

REPORTS AND RECOMENDATIONS OF APPOINTED AND ELECTED OFFICIALS

6. a. UPDATES

Alderman Mulliner pointed out the following items on tonight's consent agenda **5i. Robert Palmer Drive Improvement Project, 5n. Report – 2008 Tree Inventory Proposal** and **5o. Report – North Elevated Water Tank Interior Painting** which all together totaled \$630,000. Alderman Mulliner thanked City staff for keeping expenses down; he stated they are doing a good job of keeping within the fence of spending.

Mayor Marcucci thanked the members of the City Council for coming out on July 4th to participate in the parade. Alderman Rose's four (4) nieces from Texas carried the City banner. The Mayor commented that it was a great turnout for the parade and the Ice-Cream Social at the Elmhurst Historical Museum. A good job was done by all.

Alderman Shea referred to a phone call she received asking why she was absent from a meeting that was held by the Elmhurst Park District regarding the Oak Street parking problems. She stated it was not intentional that she was absent; she had not received notice of the meeting. Alderman Shea stated she and Alderman Leader will attend the Public Affairs and Safety Committee meeting when this item is on the PA&S agenda.

ORDINANCES

7. a. O-23-2008 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH MORNINGSIDE HAHN, LLC AND AUTHORIZING CONVEYANCE OF REAL ESTATE THEREUNDER

Alderman Rose moved to accept item **7a. O-23-2008 - An Ordinance Approving a Development Agreement with Morningside Hahn, LLC and Authorizing Conveyance of Real Estate Thereunder.** Alderman Mulliner seconded.

Alderman Rose stated the Council needs to move forward and make a decision where to go with this development agreement. She stated she is supportive and urged the Council to make a decision.

Aldermen Leader expressed his support for the development agreement with all the tax dollars it will bring. He asked Council to say yes to a \$100million ease to the burden of Elmhurst tax payers.

Alderman Gow stated he didn't see the 80% retail shares in the Council Action Summary.

City Manager Borchert stated it is omitted but stated in the RFP.

Alderman Gow asked why wasn't it included, is it a mistake?

City Manager Borchert offered an apology for omitting it in the Council Action Summary.

Discussion ensued.

Alderman Bram stated as for the remaining 20%, the Council should decide what is retail or non retail.

Alderman Nybo questioned in the agreement sales tax and sales that bring in use tax.

City Attorney Kubiesa stated the agreement needs to include all taxes under state law.

Discussion ensued.

Alderman Rose asked City Attorney Kubiesa, through the development agreement can the City have a say in approving the businesses that won't generate sales tax.

City Attorney Kubiesa replied the City will not have any say.

Alderman Shea asked for an explanation on page 14, item c. She asked why is this and what does it mean that this is not subject to the Freedom of Information Act.

City Attorney Kubiesa replied the developer asked for it and according to state law all documents will be kept private until completion of the project.

Alderman Regan asked City Attorney Kubiesa to clarify that this does not apply to Council. The Council is entitled to this information.

City Attorney Kubiesa replied that is correct.

Alderman Gutenkauf asked what appraisal are we talking about because anything paid by the City is clearly subject to FOIA.

City Attorney Kubiesa stated during the course of a real estate transaction, the information does not have to be disclosed to the public until after the transaction is complete.

Alderman Gutenkauf asked if it is not subject to FOIA, why have the clause?

City Attorney Kubiesa stated because the developer asked for it.

Discussion ensued.

Alderman Moriarty stated this contract looks like a bad deal for the tax payers and win, win for the developer. She asked, what is the hard cost to the developer? Alderman Moriarty referenced page 9, section 3.4 Permits, and asked if the City is in compliance with TIF Agreement and the School District.

City Manager Borchert replied yes, the proposed Hahn Street redevelopment project is in compliance with the Intergovernmental Agreement and the RFP indicated expectation of the City to waive permit and impact fees.

Discussion ensued.

Alderman Gutenkauf stated the development agreement that is before Council has a number of items that need amendments and clarification.

Alderman Gutenkauf moved to table item **7a. O-23-2008 - An Ordinance Approving a Development Agreement with Morningside Hahn, LLC and Authorizing Conveyance of Real Estate Thereunder** until two (2) weeks from tonight, the July 21, 2008 Council meeting. Alderman Moriarty seconded. Roll call vote:

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

Nays: Rose, Nybo, Mulliner

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

Mayor Marcucci stated this ends discussion on item **7a. O-23-2008 - An Ordinance Approving a Development Agreement with Morningside Hahn, LLC and Authorizing Conveyance of Real Estate Thereunder**. The Mayor asked Council to submit their questions to City Manager Borchert for a response.

OTHER BUSINESS

8. None.

ANNOUNCEMENTS

9. None.

ADJOURNMENT

10. Alderman Moriarty moved to adjourn the meeting. Aldermen Mulliner seconded. Voice Vote.
Motion carried. Meeting adjourned 9:20 p.m.

Thomas D. Marcucci, Mayor

Patty Spencer, City Clerk

CITY OF ELMHURST

ACCOUNTS PAYABLE SUMMARY SHEET

July 21, 2008

	<u>REGULAR</u>	<u>INTERIM</u>	<u>TOTAL</u>
<u>CHECKS</u>			
GENERAL FUND	\$828,890.18	\$11,751.48	\$840,641.66
REDEVELOPMENT FUND	34,949.51	-	34,949.51
INDUSTRIAL DEVELOPMENT FUND	106.25	-	106.25
MUNICIPAL UTILITY FUND	200,393.85	174.24	200,568.09
PARKING REVENUE SYSTEM FUND	4,789.77	-	4,789.77
	<u>1,069,129.56</u>	<u>11,925.72</u>	<u>1,081,055.28</u>

FINANCE REVIEW

Maip K. Boston

CITY MANAGER REVIEW

James P. Boul

TO THE CITY TREASURER,

THE PAYMENT OF THE ABOVE LISTED AMOUNTS HAS BEEN APPROVED BY THE CITY COUNCIL AT A MEETING HELD ON JULY 21, 2008 AND YOU ARE HEREBY AUTHORIZED TO PAY THEM FROM THE APPROPRIATE BUDGET ACCOUNT.

MAYOR

CITY CLERK

PREPARED 07/14/2008, 9:37:04
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 07/21/2008 CHECK DATE: 07/24/2008

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
0000001 7634	A-1 SANITARY RAG CO 004366		01 07/21/2008	110-6047-512.40-24	RAGS	356.95	
					VENDOR TOTAL *	356.95	
0000009 255454 255224 255425 255571	ACE HARDWARE 004522 004251 004767 004768		01 07/21/2008 01 07/21/2008 01 07/21/2008 01 07/21/2008	110-6041-432.40-98 110-6043-434.40-53 110-6043-434.40-98 110-6043-434.40-98	CLAMPS SOD KNIVES CONCRETE ADHESIVE RETURNED MERCHANDISE	4.48 11.68 53.91 37.74	
					VENDOR TOTAL *	32.33	
0014279 048050	ADDISON ELECTRIC 004352		01 07/21/2008	110-6041-432.50-11	PUMP REPAIRS	1,350.00	
					VENDOR TOTAL *	1,350.00	
0017348 3495131	AKRON BRASS COMPANY 004762		01 07/21/2008	110-4020-422.50-08	NOZZLE HOSE REPAIR	171.72	
					VENDOR TOTAL *	171.72	
0003441 0399241 0399242	ALEXANDER CHEMICAL CORP 004708 004709		01 07/21/2008 01 07/21/2008	510-6057-502.40-10 510-6057-502.40-10	CHLORINE TANK DEPOSIT REFUND	1,475.00 750.00	
					VENDOR TOTAL *	725.00	
0000016 58019 57956 58015	ALEXANDER EQUIPMENT CO INC 004520 004341 004342		01 07/21/2008 01 07/21/2008 01 07/21/2008	110-6043-434.80-07 110-6047-512.50-02 110-6047-512.50-16	BRUSH CHIPPER KNIFE GRINDING TRK/PARTS PW,37,PW82,PW92	42,400.00 79.80 225.72	
					VENDOR TOTAL *	42,705.52	
0016508 414 415 416	ALL AMERICAN LANDSCAPING LTD 004292 004293 004294		01 07/21/2008 01 07/21/2008 01 07/21/2008	110-6043-434.30-34 110-6043-434.30-34 110-6043-434.30-34	LAWN MOWING LAWN MOWING LAWN MOWING	200.00 200.00 200.00	
					VENDOR TOTAL *	600.00	
0017320 CITWNU	ALLDATA 004345		01 07/21/2008	110-6047-512.50-08	SUBSCRIPTION	1,995.00	
					VENDOR TOTAL *	1,995.00	
0004999 JUNE 2008	ALLIANCE PLUMBING 004406		01 07/21/2008	110-4025-424.30-12	PLUMBING INSPECTIONS	3,005.80	
					VENDOR TOTAL *	3,005.80	
0000078 2313365 2313365	ALLIED WASTE SERVICES #551 004556 004557		01 07/21/2008 01 07/21/2008	110-6045-441.30-65 110-6045-441.30-83	REFUSE COLLECTION REFUSE COLLECTION	43,371.00 198,205.97	
					VENDOR TOTAL *	241,576.97	
0013770	ALPINE SAP INC						

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
0013770	ALPINE SAP INC						
5039	004485		01 07/21/2008	510-6050-501.30-52	PRZ TESTING	1,147.50	
5040	004710		01 07/21/2008	510-6050-501.30-52	RPZ TESTING	1,020.00	
VENDOR TOTAL *						2,167.50	
0005297	AMERICAN CHARGE SERVICE						
07/08/2008	004680		01 07/21/2008	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	309.00	
07/08/2008	004681		01 07/21/2008	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	47.60	
VENDOR TOTAL *						356.60	
0005517	AMERICAN PLANNING ASSN						
069375-070603	004513		01 07/21/2008	110-3015-414.60-37	MEMBERSHIP	504.00	
081065-070603	004514		01 07/21/2008	110-3015-414.60-37	MEMBERSHIP	504.00	
VENDOR TOTAL *						1,008.00	
0006708	ANGLINGS FLOWERLAND						
03970571	002902		01 07/10/2008	110-2007-413.60-23	FLOWER ARRANGEMENTS	CHECK #: 117852	57.95-
03970571	002902		01 07/11/2008	110-2007-413.60-23	FLOWER ARRANGEMENTS	CHECK #: 118367	57.95
03971101	002903		01 07/10/2008	110-2007-413.60-23	FLOWER ARRANGEMENTS	CHECK #: 117852	115.94-
03971101	002903		01 07/11/2008	110-2007-413.60-23	FLOWER ARRANGEMENTS	CHECK #: 118367	115.94
03972912	004765		01 07/21/2008	110-6041-432.40-98	FLOWER ARRANGEMENTS	CHECK #: 57.95	
03970337	002901		01 07/10/2008	110-6044-435.40-98	FLOWER ARRANGEMENTS	CHECK #: 117852	64.74-
03970337	002901		01 07/11/2008	110-6044-435.40-98	FLOWER ARRANGEMENTS	CHECK #: 118367	60.99
VENDOR TOTAL *						57.95	3.75-
0009254	ANALYTICAL PRODUCTS GROUP						
172014	004347		01 07/21/2008	510-6057-502.40-25	LAB SAMPLES	218.00	
VENDOR TOTAL *						218.00	
0017330	ANDERSEN & FIENE, LTD						
5183	004518		01 07/21/2008	110-4025-424.30-12	REVIEW/REPORT BALCONIES	450.00	
VENDOR TOTAL *						450.00	
0007811	ANDERSON LANDSCAPE SUPPLY						
V26346	004252		01 07/21/2008	110-6043-434.40-54	SOD	18.45	
V26471	004253		01 07/21/2008	110-6043-434.40-54	SOD	10.25	
VENDOR TOTAL *						28.70	
0008989	ANTIOCH BRASS QUINTET						
7/4/08	004201		01 07/02/2008	110-0094-454.60-32	JULY 4TH PARADE	CHECK #: 118240	900.00
VENDOR TOTAL *						.00	900.00
0012722	ARMOR SYSTEMS CORPORATION						
1601	004764		01 07/21/2008	530-0088-503.30-09	PARKING COLLECTIONS	307.50	
VENDOR TOTAL *						307.50	
0001821	ARROW ROAD CONSTRUCTION						
08-02	004714		01 07/21/2008	110-6041-432.80-15	STREET RESURFACING	138,407.91	
08-02	004715		01 07/21/2008	110-6041-432.30-02	ASPHALT PATCHING	49,999.88	

PREPARED 07/14/2008, 9:37:04
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 07/21/2008 CHECK DATE: 07/24/2008

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
0000059	BERGHEGER, BRIAN-PETTY CASH						
6/27/08	004192		01 07/01/2008	110-7060-451.60-54	MILEAGE REIMBURSEMENT	CHECK #: 118221	21.21
6/27/08	004193		01 07/01/2008	110-7060-451.60-65	EDUCATION EXPENSE	CHECK #: 118221	103.70
6/27/08	004194		01 07/01/2008	110-7060-451.60-98	MISC EXPENSE	CHECK #: 118221	7.98
					VENDOR TOTAL *	.00	132.89
0017344 24448	BERNARD, CHRISTOPHER & CHRISTINE 004693		01 07/21/2008	110-0000-316.00-00	TRANSFER STAMP REFUND	787.50	
					VENDOR TOTAL *	787.50	
0007850 470247	BREWER COMPANY 004596		01 07/21/2008	110-6041-432.40-48	SAND	7.50	
					VENDOR TOTAL *	7.50	
0001899	BRISTOL HOSE & FITTING MAIN WAREHSE						
00191763	004661		01 07/21/2008	110-6042-433.50-16	HOSE	7.70	
00191652	004662		01 07/21/2008	110-6047-512.50-16	TRK/PARTS F-2	48.22	
00191689	004663		01 07/21/2008	110-6047-512.50-16	TRK/PARTS PW53	10.98	
00191666	004664		01 07/21/2008	110-6047-512.50-16	TRK/PARTS PW170	70.75	
					VENDOR TOTAL *	137.65	
0004998 000050759	BROWN BLDING CO UT		01 07/21/2008	510-0000-113.02-00	UB CR REFUND	31.98	
					VENDOR TOTAL *	31.98	
0000084	BURGIN, DENNIS						
06/17-06/30/08	004780		01 07/21/2008	110-0086-453.30-52	CATV PROF SVCS	1,141.25	
06/27/2008	004781		01 07/21/2008	110-0086-453.30-52	PROFESSIONAL SVCS	208.00	
06/19/2008	004782		01 07/21/2008	110-0086-453.30-52	PROFESSIONAL SVCS	280.00	
					VENDOR TOTAL *	1,629.25	
0013882 07/08/2008	BUSINESS LEDGER, THE 004743		01 07/21/2008	110-3015-414.60-51	SUBSCRIPTION	40.00	
					VENDOR TOTAL *	40.00	
0017077 06/25/2008 9/30/08-03/2009	BUSINESSWEEK 004075 004744		01 07/10/2008 01 07/21/2008	110-3015-414.60-51 110-3015-414.60-51	SUBSCRIPTION SUBSCRIPTION	CHECK #: 117886 30.00	30.00-
					VENDOR TOTAL *	30.00	30.00-
0009267 428140	C J C AUTO PARTS & TIRES 004403		01 07/21/2008	110-6047-512.50-16	DEGREASER	187.20	
					VENDOR TOTAL *	187.20	
0017322 1085	CALVERT, JR, TRAVIS C 004472		01 07/21/2008	530-0000-341.50-00	PARKING PERMIT REFUND	75.00	
					VENDOR TOTAL *	75.00	
0017304	CAMPBELL CENTER						

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
0014626 984	CIRCLE RADIATOR 004720		01	07/21/2008	110-4020-422.60-68	RADIATOR CHECKED/REPAIRED	165.00	
						VENDOR TOTAL *	165.00	
0017346 57837	CIVIC PLUS 004742		01	07/21/2008	110-2008-413.30-52	PROFESSIONAL SVCS	13,100.00	
						VENDOR TOTAL *	13,100.00	
0000109 6320497	CLARKE ENVIRONMENTAL 004594	MOSQUITO MGT	01	07/21/2008	110-0084-442.30-42	MOSQUITO ABATEMENT	49,218.90	
						VENDOR TOTAL *	49,218.90	
0017042 3760	CLOSED CIRCUIT INNOVATIONS 004691		01	07/21/2008	110-5030-421.30-98	MONTHLY MAINT FEE	395.00	
						VENDOR TOTAL *	395.00	
0017334 INVEG894	COLEMAN TECHNOLOGIES, INC 004590		01	07/21/2008	110-2008-413.50-22	HARDWARE MAINT	588.00	
						VENDOR TOTAL *	588.00	
0000114	COM ED							
6983225007	004446		01	07/21/2008	110-4022-423.30-24	MONTHLY ELECTRIC	23.09	
8327608004	004447		01	07/21/2008	110-4022-423.30-24	MONTHLY ELECTRIC	24.40	
8409121006	004457		01	07/21/2008	110-4022-423.30-24	MONTHLY ELECTRIC	27.88	
6983225007	002835		01	07/10/2008	110-4022-423.30-24	MONTHLY ELECTRIC		CHECK #: 117906 22.61-
6983225007	002835		01	07/11/2008	110-4022-423.30-24	MONTHLY ELECTRIC		CHECK #: 118368 22.61
8327608004	002838		01	07/10/2008	110-4022-423.30-24	MONTHLY ELECTRIC		CHECK #: 117906 23.50-
8327608004	002838		01	07/11/2008	110-4022-423.30-24	MONTHLY ELECTRIC		CHECK #: 118368 23.50
8409121006	002836		01	07/10/2008	110-4022-423.30-24	MONTHLY ELECTRIC		CHECK #: 117906 23.55-
8409121006	002836		01	07/11/2008	110-4022-423.30-24	MONTHLY ELECTRIC		CHECK #: 118368 23.55
7065190004	004448		01	07/21/2008	110-6044-435.30-24	MONTHLY ELECTRIC	320.89	
6563745019	004449		01	07/21/2008	110-6044-435.30-24	MONTHLY ELECTRIC	20.94	
8256051035	004450		01	07/21/2008	110-6044-435.30-24	MONTHLY ELECTRIC	24.52	
8075341005	004451		01	07/21/2008	110-6044-435.30-24	MONTHLY ELECTRIC	22.42	
1843000001	004452		01	07/21/2008	110-6044-435.30-24	MONTHLY ELECTRIC	139.82	
1459073058	004454		01	07/21/2008	110-6044-435.30-24	MONTHLY ELECTRIC	82.57	
8634040009	004455		01	07/21/2008	110-6044-435.30-24	MONTHLY ELECTRIC	14.75	
6981441003	004456		01	07/21/2008	110-6044-435.30-24	MONTHLY ELECTRIC	281.57	
8234047019	004493		01	07/21/2008	110-6044-435.30-24	MONTHLY ELECTRIC	191.85	
8157271002	004494		01	07/21/2008	110-6044-435.30-24	MONTHLY ELECTRIC	315.56	
8661049027	004495		01	07/21/2008	110-6044-435.30-24	MONTHLY ELECTRIC	19.69	
8577587009	004496		01	07/21/2008	110-6044-435.30-24	MONTHLY ELECTRIC	20.05	
8577601004	004497		01	07/21/2008	110-6044-435.30-24	MONTHLY ELECTRIC	39.52	
8745264008	004498		01	07/21/2008	110-6044-435.30-24	MONTHLY ELECTRIC	17.37	
0323144010	004500		01	07/21/2008	110-6044-435.30-24	MONTHLY ELECTRIC	55.16	
0114017015	004501		01	07/21/2008	110-6044-435.30-24	MONTHLY ELECTRIC	204.84	
0477145001	004502		01	07/21/2008	110-6044-435.30-24	MONTHLY ELECTRIC	98.46	
0833090001	004503		01	07/21/2008	110-6044-435.30-24	MONTHLY ELECTRIC	19.69	
6563742009	004504		01	07/21/2008	110-6044-435.30-24	MONTHLY ELECTRIC	27.06	

PREPARED 07/14/2008, 9:37:04
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 07/21/2008 CHECK DATE: 07/24/2008

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
0009471	COSTCO							
7/8/09	004627		01	07/08/2008	110-1001-411.40-98	SUPPLIES	CHECK #: 118251	79.61
7/8/09	004632		01	07/08/2008	110-4020-422.40-24	SUPPLIES	CHECK #: 118251	79.62
7/8/09	004631		01	07/08/2008	110-5030-421.40-98	SUPPLIES	CHECK #: 118251	79.62
7/8/09	004628		01	07/08/2008	110-6040-431.40-98	SUPPLIES	CHECK #: 118251	79.62
7/8/09	004629		01	07/08/2008	510-6050-501.40-98	SUPPLIES	CHECK #: 118251	79.62
7/8/09	004630		01	07/08/2008	510-6055-502.40-98	SUPPLIES	CHECK #: 118251	79.62
						VENDOR TOTAL *	.00	477.71
0006771	CUMMINS/NPOWER LLC							
711-11190	004400		01	07/21/2008	110-6047-512.50-16	TRK/PARTS F-2	22.90	
						VENDOR TOTAL *	22.90	
0015276	DAVID KING & ASSOCIATES, INC.							
3144	004573		01	07/21/2008	110-6046-418.60-69	MANAGEMENT FEES	1,336.09	
3148	004721		01	07/21/2008	110-6046-418.60-69	PROPERTY MANAGEMENT SVCS	885.50	
3145	004576		01	07/21/2008	310-0089-461.30-52	MANAGEMENT FEES	1,000.00	
						VENDOR TOTAL *	3,221.59	
0017338	DEPENDABLE BUILDING SVCS							
06/27/2008	004640		01	07/21/2008	110-0000-331.02-00	CONTRACTOR REGISTRATION	100.00	
						VENDOR TOTAL *	100.00	
0009840	DICK POND ATHLETICS							
07/02/2008	004515		01	07/21/2008	110-4020-422.60-98	FOOTWEAR	1,364.57	
						VENDOR TOTAL *	1,364.57	
0010805	DISPATCH AUTOMOTIVE INC							
184164	004670		01	07/21/2008	110-6047-512.50-16	ALTERNATOR/STOCK	135.00	
						VENDOR TOTAL *	135.00	
0005777	DOWN UNDER CONSTRUCTION							
06/25/2008	004324		01	07/21/2008	110-6041-432.30-55	2008 REAR YARD DRAIN PROG	8,963.40	
						VENDOR TOTAL *	8,963.40	
0017337	DOWNERS GROVE RUSTPROOFING							
064066	004641		01	07/21/2008	110-5030-421.80-06	TRK/PARTS NEW VEHICLE/	299.00	
						VENDOR TOTAL *	299.00	
0004790	DRYDON EQUIPMENT, INC							
30908	004484		01	07/21/2008	510-6057-502.50-08	PUMP REPAIR	192.68	
						VENDOR TOTAL *	192.68	
0001763	DUBIEL, BRUCE B.							
09/14-09/19/08	004759		01	07/21/2008	110-4025-424.60-11	EXPENSE REIMBURSEMENT	179.00	
						VENDOR TOTAL *	179.00	
0000157	DUPAGE ANIMAL HOSPITAL							
152053	004690		01	07/21/2008	110-5030-421.60-70	CANINE EXAM/SHOTS	253.59	

PREPARED 07/14/2008, 9:37:04
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 07/21/2008 CHECK DATE: 07/24/2008

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
0010298	ELMHURST LINCOLN MERCURY								
427831	004382				01 07/21/2008	110-6047-512.50-16	TRK/PARTS PD-8	333.25	
427877	004383				01 07/21/2008	110-6047-512.50-16	TRK/PARTS PD-44	37.38	
427928	004657				01 07/21/2008	110-6047-512.50-16	TRK/PARTS PD-12/STOCK	126.91	
427856	004658				01 07/21/2008	110-6047-512.50-16	TRK/PARTS F-12	13.50	
							VENDOR TOTAL *	511.04	
0013722	ELMHURST MEMORIAL OCCUPATIONAL								
46345	004773				01 07/21/2008	110-2007-413.30-47	PHYSICAL/DRUG SCREEN	340.00	
46387	004774				01 07/21/2008	110-2007-413.30-47	PHYSICAL/DRUG SCREEN	540.00	
46608	004775				01 07/21/2008	110-2007-413.30-47	PHYSICAL	20.00	
46627	004776				01 07/21/2008	110-2007-413.30-47	PHYSICAL	15.00	
							VENDOR TOTAL *	915.00	
0000188	ELMHURST PARK DISTRICT								
01177	004560				01 07/21/2008	110-0000-313.03-03	MUNICIPAL TAX REIMBURSE	304.50	
01178	004561				01 07/21/2008	110-0000-313.01-01	MUNICIPAL TAX REIMBURSE	168.45	
01179	004564				01 07/21/2008	110-0000-313.01-01	MUNICIPAL TAX REIMBURSE	290.17	
							VENDOR TOTAL *	763.12	
0006396	ELMHURST PARTY TENTS								
07/20/2008	004237				01 07/21/2008	110-7060-451.60-65	TENTS RENTAL	200.00	
							VENDOR TOTAL *	200.00	
0000799	F L HUNTER & ASSOCIATES, INC.								
26793	004771				01 07/21/2008	110-1003-412.30-52	APPLICANT LD EXAMS	1,570.00	
26792	004772				01 07/21/2008	110-1003-412.30-52	APPLICANT LD EXAMS	1,820.00	
							VENDOR TOTAL *	3,390.00	
0017007	FACILITY SOLUTIONS GROUP								
1488716-00	004248				01 07/21/2008	110-6046-418.50-01	LAMP	221.40	
							VENDOR TOTAL *	221.40	
0005199	FDSOA MEMBERSHIP SERVICES								
808	004761				01 07/21/2008	110-4020-422.60-37	MEMBERSHIP	85.00	
							VENDOR TOTAL *	85.00	
0000957	FEDERAL SIGNAL - EMERG. PROD.								
93719814	004399				01 07/21/2008	110-6047-512.50-02	COMMERCIAL REPAIRS	58.00	
							VENDOR TOTAL *	58.00	
0013212	FEDEX								
2-788-23258	004717				01 07/21/2008	110-2006-413.30-52	SHIPPING FEE	18.56	
2-777-76529	004321				01 07/21/2008	110-5030-421.30-49	SHIPPING FEES	37.06	
2-788-23258	004718				01 07/21/2008	510-6052-501.80-12	SHIPPING FEE	42.05	
							VENDOR TOTAL *	97.67	
0008168	FEZE ROOFING								
060508	004624				01 07/21/2008	110-6046-418.80-23	ROOF REPLACEMENT	1,525.00	

PREPARED 07/14/2008, 9:37:04
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY:

EXPENDITURE APPROVAL LIST
 AS OF: 07/21/2008 CHECK DATE: 07/24/2008

BANK: 01

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0008168	FEZE ROOFING							
						VENDOR TOTAL *	1,525.00	
0017101 27947 27940	FIRE SERVICE, INC 004397 004398			01 07/21/2008 01 07/21/2008	110-6047-512.50-16 110-6047-512.50-16	TRK/PARTS F-2 TRK/PARTS F-2	300.67 140.80	
						VENDOR TOTAL *	441.47	
0010413 42608	FLAGSUSA.COM 004250			01 07/21/2008	110-6043-434.40-98	NYLON FLAG	160.50	
						VENDOR TOTAL *	160.50	
0005438 44888 44915 44941	FLEET SAFETY SUPPLY 004363 004656 004364			01 07/21/2008 01 07/21/2008 01 07/21/2008	110-5030-421.80-06 110-5030-421.40-98 110-6047-512.50-16	SET UP NEW VEHICLE/PD-18 KEYPAD REPAIR/PD-7/STOCK PARTS/SUPPLIES	1,495.00 71.96 180.43	
						VENDOR TOTAL *	1,747.39	
0000220 0CN047	FLESCH CO INC, GORDON 004273			01 07/21/2008	110-5030-421.30-21	COPIER MAINT	65.53	
						VENDOR TOTAL *	65.53	
0000986 04063	FREEWAY FORD 004296			01 07/21/2008	110-5030-421.80-06	REPLACEMENT/NEW VEHICLE/	12,644.00	
						VENDOR TOTAL *	12,644.00	
0016713 7/4/08 7/4/08	FRESH START CAFE 004191 004625			01 06/30/2008 01 07/07/2008	110-5030-421.60-98 110-5030-421.60-98	ANNIVERSARY REFRESHMENTS ANNIVERSARY REFRESHMENTS	CHECK #: 117823 CHECK #: 118249	81.00 25.00
						VENDOR TOTAL *	.00	106.00
0013847 3125180 3109869	FRY'S ELECTRONICS, INC. 004588 004593			01 07/21/2008 01 07/21/2008	110-2008-413.40-31 110-2008-413.40-72	HARD DRIVE DVD/VHS PLAYER AUDIO SYS	329.98 349.98	
						VENDOR TOTAL *	679.96	
0015458 2008	GMIS ILLINOIS 004591			01 07/21/2008	110-2008-413.60-37	MEMBERSHIP	100.00	
						VENDOR TOTAL *	100.00	
0011686 121552 121736 121938	GRAND AUTO PARTS 004343 004344 004669			01 07/21/2008 01 07/21/2008 01 07/21/2008	110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16	SHOP EQUIP STOCK TRK/PARTS PW121	42.70 18.00 172.64	
						VENDOR TOTAL *	233.34	
0000247 934936165	GRAYBAR 004358			01 07/21/2008	510-6057-502.50-01	CABLE REPLACEMENT	2,580.00	
						VENDOR TOTAL *	2,580.00	
0000254	HACH COMPANY							

PREPARED 07/14/2008, 9:37:04
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 07/21/2008 CHECK DATE: 07/24/2008

BANK: 01

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0000280 5498	HURLEY CO, CLAUDE H 004583		01 07/21/2008	110-6048-513.80-34	SIDEWALK IMPROVEMENTS	144.00	
VENDOR TOTAL *						144.00	
0007329	IKON OFFICE SOLUTIONS						
5008544798	004224		01 07/21/2008	110-1001-411.30-21	COPIER MAINT	739.02	
5008562764	004219		01 07/21/2008	110-2006-413.30-21	COPIER MAINT	328.01	
5008562764	004220		01 07/21/2008	110-2007-413.30-21	COPIER MAINT	318.35	
5008544798	004226		01 07/21/2008	110-2007-413.30-21	COPIER MAINT	739.02	
5008562764	004221		01 07/21/2008	110-3015-414.30-21	COPIER MAINT	318.35	
5008625001	004460		01 07/21/2008	110-5030-421.30-21	COPIER MAINT	469.50	
5008544798	004227		01 07/21/2008	110-6040-431.30-21	COPIER MAINT	761.42	
5008625001	004459		01 07/21/2008	110-6040-431.30-21	COPIER MAINT	204.98	
VENDOR TOTAL *						3,878.65	
0001818 2008-2009	IL CITY/COUNTY MGMT ASSOC 004784		01 07/21/2008	110-1001-411.60-37	MEMBERSHIP	386.00	
VENDOR TOTAL *						386.00	
0001319 07/01/2008	IL SEC OF STATE - VEHICLE SVCS 004305		01 07/21/2008	110-5030-421.60-27	CASE #08-2824,07-39822,08	260.00	
PW1	006275		01 02/07/2008	110-6047-512.60-55	TITLE/PLATES	CHECK #: 114128	75.00-
PD-20	004580		01 07/21/2008	110-6047-512.60-55	TITLE/PLATES	75.00	
PW1	004770		01 07/21/2008	110-6047-512.60-55	TITLE/PLATES	1,188.00	
VENDOR TOTAL *						1,523.00	75.00-
0014742 06/30/2008	ILLINOIS LIQUOR CONTROL COMMISSION 004314		01 07/21/2008	110-5030-421.60-75	BASSETT LICENSE	250.00	
VENDOR TOTAL *						250.00	
0000288 8/1/08-7/31/09	ILLINOIS MUNICIPAL LEAGUE 004295		01 07/21/2008	110-1001-411.60-37	MEMBERSHIP	2,177.00	
VENDOR TOTAL *						2,177.00	
0013660 27685 27670	INFOTRACK INFORMATION SERVICES, INC 004567 004746		01 07/21/2008 01 07/21/2008	110-1001-411.30-52 110-2007-413.60-42	BACKGROUND CHECKS BACKGROUND CHECKS	404.00 263.00	
VENDOR TOTAL *						667.00	
0009823 1016520-IN	INTL CODE COUNCIL ACCTS RECEIVABLE 004760		01 07/21/2008	110-4025-424.40-12	CODE BOOK	129.50	
VENDOR TOTAL *						129.50	
0013718 1091.120 1091.124 1091.126 1091.133 1091.140	JAMES J. BENES & ASSOCIATES, INC 004727 004728 004729 004730 004731		01 07/21/2008 01 07/21/2008 01 07/21/2008 01 07/21/2008 01 07/21/2008	110-6040-431.30-26 110-6040-431.30-26 110-6040-431.30-26 110-6040-431.30-26 110-6040-431.30-26	PROF ENG SVCS PROF ENG SVCS PROF ENG SVCS PROF ENG SVCS PROF ENG SVCS	1,104.83 2,149.88 77.24 408.01 1,770.41	

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
0013718 1091.141 1091.142	JAMES J. BENES & ASSOCIATES, INC 004732 004733		01 07/21/2008 01 07/21/2008	110-6040-431.30-26 110-6040-431.30-26	PROF ENG SVCS PROF ENG SVCS	154.47 386.19	
VENDOR TOTAL *						6,051.03	
0017318 7/4/08	JAMIE POINDEXTER 004200		01 07/02/2008	110-0094-454.60-32	JULY 4TH PARADE	CHECK #: 118239	1,000.00
VENDOR TOTAL *						.00	1,000.00
0000976 83113 83072 83963	JIM'S TOWING 004306 004307 004481		01 07/21/2008 01 07/21/2008 01 07/21/2008	110-5030-421.60-27 110-5030-421.60-27 110-5030-421.60-27	TOWING SVC/CASE #07-48057 TOWING SVC/CASE #08-21093 TOWING SVCS/CASE#08-24347	350.00 350.00 350.00	
VENDOR TOTAL *						1,050.00	
0017321 7773	JORDAN, OLGA V 004473		01 07/21/2008	110-0000-331.07-00	VEHICLE STICKER REFUND	9.00	
VENDOR TOTAL *						9.00	
0000312 05-08-0475 05-08-0475	JULIE INC 004254 004255		01 07/21/2008 01 07/21/2008	110-6040-431.30-80 510-6050-501.30-80	JULIE LOCATES JULIE LOCATES	363.55 363.55	
VENDOR TOTAL *						727.10	
0000314 226911	KALE UNIFORMS 004705		01 07/21/2008	110-5030-421.40-11	UNIFORM SUPPLIES	386.50	
VENDOR TOTAL *						386.50	
0015660 14607 14698 14686 14757 14759 14753	KINGS POINT TRUCK LANE 004394 004395 004396 004651 004652 004653		01 07/21/2008 01 07/21/2008 01 07/21/2008 01 07/21/2008 01 07/21/2008 01 07/21/2008	110-6047-512.50-02 110-6047-512.50-02 110-6047-512.50-02 110-6047-512.50-02 110-6047-512.50-02 110-6047-512.50-02	SAFETY TEST/PW52,PW28,PW SAFETY TEST/PW29,PW87,PW SAFETY TEST/PW14 SAFETY TEST/PW116 SAFETY TEST/PW89,PW192 SAFETY TEST/PW26	75.00 75.00 25.00 37.00 50.00 25.00	
VENDOR TOTAL *						287.00	
0000331 58010M 58010M 58010M 58010M 58010M 58010M 58010M	KUBIESA, SPIROFF, GOSSELAR, 004735 004736 004737 004738 004739 004740 004741		01 07/21/2008 01 07/21/2008 01 07/21/2008 01 07/21/2008 01 07/21/2008 01 07/21/2008 01 07/21/2008	110-0081-415.30-16 110-0081-415.30-19 110-0081-415.30-44 110-0081-415.30-45 110-0081-415.30-36 310-0089-461.30-52 510-6050-501.30-52	PROFESSIONAL SVCS PROFESSIONAL SVCS PROFESSIONAL SVCS PROFESSIONAL SVCS PROFESSIONAL SVCS PROFESSIONAL SVCS PROFESSIONAL SVCS	187.00 5,936.00 1,612.48 4,760.00 18,498.00 1,482.00 102.00	
VENDOR TOTAL *						32,577.48	
0009228 359860	KUSTOM SIGNALS INC 004393		01 07/21/2008	110-5030-421.40-98	TUNING FORKS	41.00	

PREPARED 07/14/2008, 9:37:04
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 07/21/2008 CHECK DATE: 07/24/2008

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
0009228	KUSTOM SIGNALS INC							
						VENDOR TOTAL *	41.00	
0000332 1011763899	LAB SAFETY SUPPLY INC 004719		01	07/21/2008	110-4020-422.40-45	GLOVES	24.36	
						VENDOR TOTAL *	24.36	
0002524 1051117	LAW BULLETIN 004679		01	07/21/2008	110-5030-421.30-98	COURT DOCKET SVCS	228.00	
						VENDOR TOTAL *	228.00	
0013313 872744	LEACH ENTERPRISES, INC 004392		01	07/21/2008	110-6047-512.50-16	TRK/PARTS PW116/STOCK	182.73	
						VENDOR TOTAL *	182.73	
0012723 1038740-2008063004483	LEXISNEXIS 004483		01	07/21/2008	110-5030-421.30-98	MONTHLY FEE	517.00	
						VENDOR TOTAL *	517.00	
0009213 7/4/08	LEYDEN HIGH SCHOOL 004206	MARCHING BAND	01	07/02/2008	110-0094-454.60-32	JULY 4TH PARADE	CHECK #: 118245	1,300.00
						VENDOR TOTAL *	.00	1,300.00
0007702 1981	LHA/WORLD INC 004511		01	07/21/2008	110-0094-454.60-45	PRINTING/EVENT CALENDARS	3,040.00	
						VENDOR TOTAL *	3,040.00	
0000509 06/17-06/30/08	LILJEBERG, GLEN R. 004779		01	07/21/2008	110-0086-453.30-52	CATV PROF SVCS	424.75	
						VENDOR TOTAL *	424.75	
0011850 7/16/08	LORMAN EDUCATION SERVICES 004222		01	07/03/2008	110-3015-414.60-11	CONFERENCE REGISTRATIONS	CHECK #: 118246	778.00
						VENDOR TOTAL *	.00	778.00
0007419 6/11-7/2/08	LORUSSO, PATTY 004223		01	07/03/2008	110-2007-413.40-98	EXPENSE REIMBURSEMENT	CHECK #: 118247	41.29
6/11-7/2/08	004225		01	07/03/2008	110-2008-413.60-11	EXPENSE REIMBURSEMENT	CHECK #: 118247	40.00
6/11-7/2/08	004228		01	07/03/2008	110-3015-414.40-98	EXPENSE REIMBURSEMENT	CHECK #: 118247	12.21
6/11-7/2/08	004229		01	07/03/2008	110-3015-414.60-45	EXPENSE REIMBURSEMENT	CHECK #: 118247	58.47
6/11-7/2/08	004230		01	07/03/2008	110-4020-422.40-24	EXPENSE REIMBURSEMENT	CHECK #: 118247	11.36
6/11-7/2/08	004231		01	07/03/2008	110-4020-422.40-98	EXPENSE REIMBURSEMENT	CHECK #: 118247	20.07
6/11-7/2/08	004232		01	07/03/2008	110-6040-431.40-33	EXPENSE REIMBURSEMENT	CHECK #: 118247	16.65
6/11-7/2/08	004233		01	07/03/2008	110-6040-431.60-11	EXPENSE REIMBURSEMENT	CHECK #: 118247	48.87
6/11-7/2/08	004234		01	07/03/2008	110-6040-431.60-11	EXPENSE REIMBURSEMENT	CHECK #: 118247	24.93
6/11-7/2/08	004235		01	07/03/2008	510-6050-501.60-11	EXPENSE REIMBURSEMENT	CHECK #: 118247	15.00
						VENDOR TOTAL *	.00	288.85
0012595	LUURS GARDEN & FLOWER SHOPPE							

PREPARED 07/14/2008, 9:37:04
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 07/21/2008 CHECK DATE: 07/24/2008

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
0017275	MIDAMERICAN ENERGY CO						
122166	004636		01 07/21/2008	510-6051-501.30-24	MONTHLY ELECTRIC	1,969.98	
122150	004637		01 07/21/2008	510-6052-501.30-24	MONTHLY ELECTRIC	1,952.55	
122167	004458		01 07/21/2008	530-0088-503.50-14	MONTHLY ELECTRIC	1,724.47	
VENDOR TOTAL *						5,647.00	
0000378	MOTOROLA						
89499622	004648		01 07/21/2008	110-4020-422.40-41	MIC'S/RESTOCKING SUPPLIES	120.40	
89500609	004646		01 07/21/2008	110-5030-421.80-06	SET UP NEW VEHICLE/PD-11,	91.42	
89500509	004647		01 07/21/2008	110-5030-421.40-41	BATTERIES	40.10	
89499622	004649		01 07/21/2008	110-5030-421.40-41	MIC'S/RESTOCKING SUPPLIES	60.20	
89499622	004650		01 07/21/2008	110-5030-421.40-98	MIC'S/RESTOCKING SUPPLIES	11.88	
89516163	004688		01 07/21/2008	110-5030-421.40-41	EARBUD	46.23	
89516168	004689		01 07/21/2008	110-5030-421.40-41	RADIO PARTS	36.23	
VENDOR TOTAL *						406.46	
0008144	MTM INTERNATIONAL						
0091972-IN	004519		01 07/21/2008	110-7060-451.50-08	MAINT AGREEMENT	760.00	
VENDOR TOTAL *						760.00	
0011645	MUNICIPAL EMERGENCY SERVICES						
00043359_SNV	004674		01 07/21/2008	110-4020-422.40-62	IMPACT CAP	109.37	
VENDOR TOTAL *						109.37	
0000383	NAFISCO CORP CONTRS SUPLS						
87358	004526		01 07/21/2008	110-6041-432.30-06	BARRICADE RENTAL	750.96	
VENDOR TOTAL *						750.96	
0015691	NAT'L ASSN OF FLEET ADMINISTRATORS						
81291	004510		01 07/21/2008	110-6040-431.60-37	MEMBERSHIP	450.00	
VENDOR TOTAL *						450.00	
0005631	NATIONAL FIRE PROTECTION ASSN						
2055661	004598		01 07/21/2008	110-4020-422.60-37	MEMBERSHIP	150.00	
VENDOR TOTAL *						150.00	
0000392	NCL EQUIPMENT SPECIALTIES INC						
9250	004367		01 07/21/2008	110-6041-432.40-52	PAINT	329.40	
VENDOR TOTAL *						329.40	
0012229	NEWARK						
16082204	004359		01 07/21/2008	510-6057-502.40-98	BULBS	53.24	
16066002	004360		01 07/21/2008	510-6057-502.40-98	BULBS	26.67	
VENDOR TOTAL *						79.91	
0005845	NICOR GAS						
9169580000 2	004634		01 07/21/2008	110-4020-422.30-29	MONTHLY GAS	142.83	
5423780000 5	004635		01 07/21/2008	110-4020-422.30-29	MONTHLY GAS	162.69	
75-23-24-0000	4004633		01 07/21/2008	510-6056-502.30-29	MONTHLY GAS	139.13	

PREPARED 07/14/2008, 9:37:04
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 07/21/2008 CHECK DATE: 07/24/2008

BANK: 01

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0005845	NICOR GAS							
VENDOR TOTAL *							444.65	
0007916	NIPSTA							
3982	004747	01		07/21/2008	110-2007-413.20-09	TRAINING CLASS	313.90	
3982	004748	01		07/21/2008	110-4020-422.60-11	TRAINING CLASS	66.10	
VENDOR TOTAL *							380.00	
0000401	NORTH EAST MULTI-REGIONAL TRAINING							
106842	004533	01		07/21/2008	110-5030-421.60-11	TRAINING CLASS	300.00	
106718	004535	01		07/21/2008	110-5030-421.60-11	TRAINING CLASS	1,050.00	
107356	004537	01		07/21/2008	110-5030-421.60-11	TRAINING CLASS	200.00	
107415	004538	01		07/21/2008	110-5030-421.60-11	TRAINING CLASS	50.00	
107464	004539	01		07/21/2008	110-5030-421.60-11	TRAINING CLASS	700.00	
108452	004542	01		07/21/2008	110-5030-421.60-11	TRAINING CLASS	300.00	
108639	004543	01		07/21/2008	110-5030-421.60-11	TRAINING CLASS	400.00	
108692	004544	01		07/21/2008	110-5030-421.60-11	TRAINING CLASS	100.00	
109402	004545	01		07/21/2008	110-5030-421.60-11	TRAINING CLASS	300.00	
109716	004547	01		07/21/2008	110-5030-421.60-11	TRAINING CLASS	150.00	
105648	004548	01		07/21/2008	110-5030-421.60-11	TRAINING CLASS	230.00	
105687	004550	01		07/21/2008	110-5030-421.60-11	TRAINING CLASS	825.00	
106149	004551	01		07/21/2008	110-5030-421.60-11	TRAINING CLASS	460.00	
106666	004552	01		07/21/2008	110-5030-421.60-11	TRAINING CLASS	300.00	
VENDOR TOTAL *							5,365.00	
0001222	NOVAK, DON							
713299	004318	01		07/03/2008	110-4022-423.50-13	COMMAND VEHICLE CHAIRS	CHECK #: 118248	38.27
VENDOR TOTAL *							.00	38.27
0002899	O'LEARY'S CONTRACTORS							
1-335379-01	004329	01		07/21/2008	110-4020-422.50-08	CHAIN	118.84	
VENDOR TOTAL *							118.84	
0000886	DEC BUSINESS INTERIORS							
520488	004362	01		07/21/2008	110-5030-421.40-98	NAME PLATE	69.61	
VENDOR TOTAL *							69.61	
0008640	OFFICE DEPOT							
434607739-001	004524	01		07/21/2008	110-2006-413.40-33	SUPPLIES	30.48	
434607739-001	004523	01		07/21/2008	110-3015-414.40-33	SUPPLIES	12.40	
VENDOR TOTAL *							42.88	
0000415	ORR SAFETY CORPORATION							
INV1110648	004712	01		07/21/2008	510-6056-502.50-10	GAS METER REPAIR	605.00	
VENDOR TOTAL *							605.00	
0006695	OTTOSEN BRITZ KELLY COOPER &							
31752	004470	01		07/21/2008	110-0081-415.30-36	PROFESSIONAL SVCS	432.00	
31751	004745	01		07/21/2008	110-0081-415.30-32	PROFESSIONAL SVCS	486.00	

PREPARED 07/14/2008, 9:37:04
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 07/21/2008 CHECK DATE: 07/24/2008

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
0006695	OTTOSEN BRITZ KELLY COOPER &						
					VENDOR TOTAL *	918.00	
0017345 24423	PARAT, MICHAEL & LAURA	004692	01 07/21/2008	110-0000-316.00-00	TRANSFER STAMP REFUND	592.50	
					VENDOR TOTAL *	592.50	
0015724 113687	PERFORMANCE GRAPHICS	004687	01 07/21/2008	110-1001-411.60-40	JUNE 2008 NEWSLETTER	4,020.00	
					VENDOR TOTAL *	4,020.00	
0015057 57990	PERFORMANCE SYSTEMS	004529	01 07/21/2008	110-5030-421.40-98	EMERGENCY BANDAGE	435.00	
					VENDOR TOTAL *	435.00	
0001782 13366	PIONEER GARDEN & FEED STORE	004349	01 07/21/2008	510-6051-501.40-98	CHLORINE	35.99	
					VENDOR TOTAL *	35.99	
0015329 00004056 00004055	PRECISION CARTRIDGE, INC.	004702 004703	01 07/21/2008 01 07/21/2008	110-5030-421.40-01 110-5030-421.40-01	AMMUNITION AMMUNITION	1,469.63 1,687.32	
					VENDOR TOTAL *	3,156.95	
0017319 7/4/08	PROVISO WEST MARCHING BAND	004204	01 07/02/2008	110-0094-454.60-32	JULY 4TH PARADE	CHECK #: 118243	800.00
					VENDOR TOTAL *	.00	800.00
0017060 728 HAWTHORNE	RAGUSIN, ROBERT	004582	01 07/21/2008	510-6056-502.30-90	SEWER LINE REIMBURSEMENT	2,000.00	
					VENDOR TOTAL *	2,000.00	
0016300 58360	RB ENTERPRISES	004595	01 07/21/2008	110-6043-434.30-34	LANDSCAPING MAINT	7,527.03	
					VENDOR TOTAL *	7,527.03	
0008558 450000002607	RED WING SHOE STORE	004763	01 07/21/2008	110-4020-422.60-98	FOOTWEAR	5,473.26	
					VENDOR TOTAL *	5,473.26	
0017336 1230000003156	RED WING SHOE STORE	004600	01 07/21/2008	110-4020-422.60-98	FOOTWEAR	221.98	
					VENDOR TOTAL *	221.98	
0004402 152752	REGIONAL TRUCK EQUIPMENT CO.	004645	01 07/21/2008	110-6047-512.50-16	TRK/PARTS F-12	121.61	
					VENDOR TOTAL *	121.61	
0011354	REI #51				VENDOR TOTAL *	121.61	

PREPARED 07/14/2008, 9:37:04
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 07/21/2008 CHECK DATE: 07/24/2008

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
0011354 8961	REI #51 004195		01 07/01/2008	110-4022-423.50-13	COMMAND VEHICLE TABLE	CHECK #: 118236	79.00
					VENDOR TOTAL *	.00	79.00
0017342 2365	RESTORE BOARD-UP 004726		01 07/21/2008	110-4025-424.30-12	BOARDED DOORS	485.00	
					VENDOR TOTAL *	485.00	
0017332 27156	RIMOCAL, RAYMOND 004474		01 07/21/2008	110-0000-331.07-00	VEHICLE STICKER REFUND	45.00	
					VENDOR TOTAL *	45.00	
0017331 2177	RIORDAN & PINTA, LTD 004462		01 07/21/2008	310-0089-461.30-52	PROFESSIONAL SVCS	325.00	
					VENDOR TOTAL *	325.00	
0017323 0978	RODRIGUEZ, RUDOLPH 004471		01 07/21/2008	530-0000-341.50-00	PARKING PERMIT REFUND	75.00	
					VENDOR TOTAL *	75.00	
0008861 08-00618	ROYAL RECOGNITION 004246		01 07/21/2008	110-2007-413.60-23	SERVICE AWARD	77.82	
					VENDOR TOTAL *	77.82	
0006411 249637	RUSSO POWER EQUIPMENT 004527		01 07/21/2008	110-6041-432.40-98	SWEEPING DRUM	232.32	
					VENDOR TOTAL *	232.32	
0008163 5980337	S & S WORLDWIDE, INC. 004243		01 07/21/2008	110-7060-451.60-65	EDUCATION PROG SUPPLIES	62.45	
					VENDOR TOTAL *	62.45	
0000473 217777 217770	SAKASH JOHN COMPANY INC. 004654 004655		01 07/21/2008 01 07/21/2008	110-6043-434.80-07 110-6043-434.80-07	TRK/PARTS PW21T TRK/PARTS PW21T	72.66 161.36	
					VENDOR TOTAL *	234.02	
0000477 898466 898466	SCHWEPPE AND SONS 004288 004289		01 07/21/2008 01 07/21/2008	110-7060-451.60-65 110-7060-451.60-98	EDUCATION/PROG SUPPLIES EDUCATION/PROG SUPPLIES	145.45 15.43	
					VENDOR TOTAL *	160.88	
0017308 07/04/2008	SCOOPS ICE CREAM 004291		01 07/21/2008	110-7060-451.60-65	ICE CREAM/FREEZERS	1,450.00	
					VENDOR TOTAL *	1,450.00	
0000484 1488976 1488972	SEYFARTH SHAW LLP 004244 004245		01 07/21/2008 01 07/21/2008	110-0081-415.30-32 110-0081-415.30-32	LEGAL SVCS LEGAL SVCS	456.25 2,363.95	

PREPARED 07/14/2008, 9:37:04
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 07/21/2008 CHECK DATE: 07/24/2008

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
0000484	SEYFARTH SHAW LLP							
						VENDOR TOTAL *	2,820.20	
0015913	SIEMENS WATER TECHNOLOGIES CORP							
SLS/30054613	004361			01 07/21/2008	510-6057-502.50-08	PUMP REPAIR	247.63	
						VENDOR TOTAL *	247.63	
0004780	SPECIAL T UNLIMITED							
029748	004620			01 07/21/2008	110-6040-431.40-33	UNIFORM SUPPLIES	442.90	
						VENDOR TOTAL *	442.90	
0017300	SPORTS AUTHORITY							
52479	004475			01 07/21/2008	110-4020-422.60-98	FOOTWEAR	144.48	
52480	004476			01 07/21/2008	110-4020-422.60-98	FOOTWEAR	157.24	
52462	004477			01 07/21/2008	110-4020-422.60-98	FOOTWEAR	182.74	
52481	004478			01 07/21/2008	110-4020-422.60-98	FOOTWEAR	174.24	
52262	004479			01 07/21/2008	110-4020-422.60-98	FOOTWEAR	157.24	
						VENDOR TOTAL *	815.94	
0000740	STANDARD EQUIPMENT COMPANY							
C38248	004384			01 07/21/2008	110-6047-512.50-16	TRK/PARTS PW91,PW110	357.34	
C38515	004643			01 07/21/2008	110-6047-512.50-16	TRK/PARTS PW91	46.64	
						VENDOR TOTAL *	403.98	
0003393	STANDARD INDUSTRIAL & AUTO EQPT, INC							
40628	004644			01 07/21/2008	110-6047-512.50-08	LIFT REPAIR	1,344.00	
						VENDOR TOTAL *	1,344.00	
0014481	STAPLES CREDIT PLAN							
3286619001	190713004304			01 07/21/2008	110-5030-421.40-98	CAMERA	117.96	
						VENDOR TOTAL *	117.96	
0008126	STERICYCLE INC							
4000133231	004704			01 07/21/2008	110-5030-421.30-98	HAZARDOUS WASTE DISPOSAL	265.32	
						VENDOR TOTAL *	265.32	
0000504	SUB TRAILER SERVICE							
48948	004671			01 07/21/2008	110-6047-512.50-16	TRK/PARTS PW90	41.70	
						VENDOR TOTAL *	41.70	
0008228	SUBURBAN LABORATORIES INC							
89043	004354			01 07/21/2008	510-6057-502.30-33	LAB TESTING	78.50	
89059	004355			01 07/21/2008	510-6057-502.30-33	LAB TESTING	49.50	
89261	004486			01 07/21/2008	510-6057-502.30-33	LAB TESTING	432.00	
						VENDOR TOTAL *	560.00	
0007885	SUBURBAN LIFE PUBLICATIONS							
9256	004722			01 07/21/2008	110-6040-431.30-54	LEGAL NOTICE	75.40	
9257	004724			01 07/21/2008	110-6040-431.30-54	LEGAL NOTICE	75.40	

PREPARED 07/14/2008, 9:37:04
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 07/21/2008 CHECK DATE: 07/24/2008

BANK: 01

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0007885	SUBURBAN LIFE PUBLICATIONS						
9256	004723		01 07/21/2008	510-6050-501.30-54	LEGAL NOTICE	75.40	
9257	004725		01 07/21/2008	510-6050-501.30-54	LEGAL NOTICE	75.40	
					VENDOR TOTAL *	301.60	
0002854	SUNRISE COMMUNICATIONS, INC.						
1849	004783		01 07/21/2008	110-0086-453.30-52	DVD DUPLICATION	282.00	
					VENDOR TOTAL *	282.00	
0000512	SURE LUBRICANTS, INC.						
33769	004348		01 07/21/2008	510-6057-502.40-34	GEARBOX OIL	1,531.60	
					VENDOR TOTAL *	1,531.60	
0000520	TELE PRINT						
0806509	004346		01 07/21/2008	510-6050-501.30-54	CCR PRINTING	2,490.00	
					VENDOR TOTAL *	2,490.00	
0000523	TERMINAL SUPPLY CO						
96227-00	004368		01 07/21/2008	110-6047-512.50-16	LAMP/POLLAK	70.83	
					VENDOR TOTAL *	70.83	
0015598	THE SAINT FRANCIS GROUP						
50726	004482		01 07/21/2008	110-5030-421.60-01	ANIMAL CONTROL	20.00	
					VENDOR TOTAL *	20.00	
0010869	TIGERDIRECT.COM						
P98928400105	004584		01 07/21/2008	110-2008-413.80-03	WEBSERVER	2,159.48	
P98928400101	004585		01 07/21/2008	110-2008-413.80-03	WEBSERVER	1,254.34	
P98928400106	004586		01 07/21/2008	110-2008-413.80-03	WEBSERVER	4,128.00	
					VENDOR TOTAL *	7,541.82	
0017172	TOBI ABRAMS						
7/4/08	004203		01 07/02/2008	110-0094-454.60-32	JULY 4TH PARADE	CHECK #: 118242	1,300.00
					VENDOR TOTAL *	.00	1,300.00
0000535	TRANS UNION LLC						
06801214	004706		01 07/21/2008	110-5030-421.30-98	MONTHLY FEE	68.70	
					VENDOR TOTAL *	68.70	
0000403	TRANSCHICAGO TRUCK GROUP AND						
6051698	004379		01 07/21/2008	110-6047-512.50-16	TRK/PARTS PW116	56.52	
6051776	004380		01 07/21/2008	110-6047-512.50-16	TRK/PARTS PW6	103.73	
6051698	004381		01 07/21/2008	110-6047-512.50-16	RETURNED MERCHANDISE	14.40	
					VENDOR TOTAL *	145.85	
0017335	UNC SCHOOL OF GOVERNMENT						
IN4707	004587		01 07/21/2008	110-2008-413.60-11	TRAINING CLASS	2,600.00	
					VENDOR TOTAL *	2,600.00	
0002337	UNION PACIFIC RAILROAD COMPANY						

PREPARED 07/14/2008, 9:37:04
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 07/21/2008 CHECK DATE: 07/24/2008

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
0002337 194-88	UNION PACIFIC RAILROAD COMPANY 004242		01 07/21/2008	530-0088-503.30-59	PARKING LOT LEASE	2,549.47	
VENDOR TOTAL *						2,549.47	
0005115 2954 2954 2976 2976	UNIVERSAL TAXI DISPATCH, INC 004326 004327 004682 004683		01 07/21/2008 01 07/21/2008 01 07/21/2008 01 07/21/2008	110-0083-443.60-49 110-0083-443.60-19 110-0083-443.60-49 110-0083-443.60-19	SENIOR CITIZEN TAXI SVC DISABLED CITIZEN TAXI SVC SENIOR CITIZEN TAXI SVC DISABLED CITIZEN TAXI SVC	272.60 17.60 180.80 4.60	
VENDOR TOTAL *						475.60	
0006266 JUNE 2008	UNTOUCHABLE AUTO WASH 004480		01 07/21/2008	110-6047-512.50-16	CAR WASHES	216.00	
VENDOR TOTAL *						216.00	
0007731 00005A30E3268 00005A30E3268	UPS 004489 004490		01 07/21/2008 01 07/21/2008	110-5030-421.30-49 510-6057-502.40-98	SHIPPING FEES SHIPPING FEES	4.56 5.88	
VENDOR TOTAL *						10.44	
0000550 06/17-06/30/08	URICK, EUGENIE 004778		01 07/21/2008	110-0086-453.30-52	CATV PROF SVCS	845.00	
VENDOR TOTAL *						845.00	
0016782 R2437120F R2437123F	USA MOBILITY WIRELESS, INC 004404 004259		01 07/21/2008 01 07/21/2008	110-4020-422.30-75 110-5030-421.30-75	MONTHLY PHONE MONTHLY PHONE	52.87 57.85	
VENDOR TOTAL *						110.72	
0004983 00-10893	VAN METER & ASSOCIATES, INC. 004528		01 07/21/2008	110-5030-421.60-11	TRAINING COURSE	40.00	
VENDOR TOTAL *						40.00	
0000555 JUNE 2008 JUNE 2008 JUNE 2008 JUNE 2008	VAN SLYKE ENTERPRISES 004463 004466 004464 004465		01 07/21/2008 01 07/21/2008 01 07/21/2008 01 07/21/2008	110-3015-414.30-12 110-3015-414.30-12 310-0089-461.30-52 320-0090-462.30-52	CITY PROPERTY PLANNING 120 ROBERT PALMER DRIVE TIF I TIF I	2,587.50 437.50 4,175.00 106.25	
VENDOR TOTAL *						7,306.25	
0013353 34919505 34985053	VWR INTERNATIONAL INC. 004351 004711		01 07/21/2008 01 07/21/2008	510-6057-502.40-24 510-6057-502.40-25	LAB CHEMICALS LAB SUPPLIES	242.27 100.04	
VENDOR TOTAL *						342.31	
0017343 24459	WALLER, MOLLIE C 004694		01 07/21/2008	110-0000-316.00-00	TRANSFER STAMP REFUND	970.50	
VENDOR TOTAL *						970.50	
0016009	WATERS CONSULTING GROUP						

PREPARED 07/14/2008, 9:37:04
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 07/21/2008 CHECK DATE: 07/24/2008

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
0005674	WINKLER'S TREE SERVICE INC.						
32678	004605	01	07/21/2008	110-6043-434.30-88	DED TREE REMOVAL	4,817.84	
32685	004606	01	07/21/2008	110-6043-434.30-88	DED TREE REMOVAL	2,402.76	
32686	004607	01	07/21/2008	110-6043-434.30-88	DED TREE REMOVAL	962.94	
32640	004608	01	07/21/2008	110-6043-434.30-22	DED TREE REMOVAL	2,648.59	
32641	004609	01	07/21/2008	110-6043-434.30-22	DED TREE REMOVAL	1,745.95	
32677	004610	01	07/21/2008	110-6043-434.30-22	DED TREE REMOVAL	645.40	
32560	004611	01	07/21/2008	110-6043-434.30-88	DED TREE REMOVAL	3,463.07	
32600	004612	01	07/21/2008	110-6043-434.30-88	DED TREE REMOVAL	3,922.51	
32634	004613	01	07/21/2008	110-6043-434.30-88	DED TREE REMOVAL	3,857.09	
32583	004614	01	07/21/2008	110-6043-434.30-22	DED TREE REMOVAL	2,109.13	
32588	004615	01	07/21/2008	110-6043-434.30-22	DED TREE REMOVAL	1,419.88	
32711	004616	01	07/21/2008	110-6043-434.30-88	DED TREE REMOVAL	5,080.98	
32710	004617	01	07/21/2008	110-6043-434.30-22	DED TREE REMOVAL	3,742.93	
32708	004618	01	07/21/2008	110-6043-434.30-22	DED TREE REMOVAL	3,441.57	
32709	004619	01	07/21/2008	110-6043-434.30-22	DED TREE REMOVAL	5,093.47	
					VENDOR TOTAL *	45,354.11	
0000582	ZENGERS INC						
1050243-01	004350	01	07/21/2008	110-6041-432.50-11	GATE HANDWHEELS	52.35	
1051112-01	004642	01	07/21/2008	110-6047-512.50-16	TRK/PARTS F-12	16.55	
					VENDOR TOTAL *	68.90	
					HAND ISSUED TOTAL ***		11,925.72
					TOTAL EXPENDITURES ****	1,069,129.56	11,925.72
				GRAND TOTAL *****			1,081,055.28



CITY OF ELMHURST

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

Trosien

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

July 8, 2008

TO: Mayor Marcucci and Members of the City Council

RE: **Bids, 2008 Watermain Improvements Project**

In response to an invitation to bid for the 2008 Watermain Improvements project advertised in the Elmhurst Press on Friday, June 20, 2008, bids were received from twelve (12) area contractors.

Bids were opened at 10:00 a.m. on Tuesday, July 8, 2008, and following is a summary of the bids received:

<u>Contractor</u>	<u>Total Cost</u>
Kings Point General Cement, Inc. (Bensenville, IL)	\$ 849,214.50
Gerardi Sewer and Water Company (Norridge, IL)	\$ 885,229.00
Vian Construction Company, Inc. (Elk Grove Village, IL)	\$ 929,463.00
Brothers Asphalt Paving, Inc. (Addison, IL)	\$ 953,525.00
Cerniglia Company (Melrose Park, IL)	\$ 974,828.00
Patnick Construction, Inc. (Bensenville, IL)	\$ 992,243.00
Bolder Contractors, Inc. (Deerfield, IL)	\$1,016,255.00

Page 2

TO: Mayor Marcucci and Members of the City Council
RE: Bids, 2008 Watermain Improvements Project

<u>Contractor</u>	<u>Total Cost</u>
Neri Brothers Construction, Inc. (Itasca, IL)	\$1,018,505.45
Archon Construction Company, Inc. (Addison, IL)	\$1,097,000.00
Trine Construction Corporation (West Chicago, IL)	\$1,098,750.50
Unique Plumbing Company (Brookfield, IL)	\$1,187,468.95
Dominic Fiordiroso Construction (Elgin, IL)	\$1,255,584.05

Respectfully submitted,

Patty Spencer
Patty Spencer



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

July 8, 2008

TO: Mayor Marcucci and Members of the City Council

RE: Bid, 2008 Concrete Pavement Patching Program

In response to an invitation to bid for the 2008 Concrete Pavement Patching Program advertised in the Elmhurst Press on Friday, June 20, 2008, bids were received from eight (8) area contractors.

Bids were opened at 10:00 a.m. on Tuesday, July 8, 2008, and following is a summary of the bids received:

<u>Contractor</u>	<u>Total Cost</u>
Kings Point General Cement (Bensenville, IL)	\$ 99,602.50
D'Land Construction, LLC (Bensenville, IL)	\$103,516.70
G & M Cement Construction, Inc. (Addison, IL)	\$112,600.00
Big Time Construction, Inc. (Addison, IL)	\$116,436.50
C-A Construction, Inc. (Bloomington, IL)	\$138,790.00
Schroeder & Schroeder, Inc. (Skokie, IL)	\$161,850.00

Page 2

TO: Mayor Marcucci and Members of the City Council
RE: **Bids, 2008 Concrete Pavement Patching Program**

<u>Contractor</u>	<u>Total Cost</u>
Alliance Contractors, Inc. (Woodstock, IL)	\$175,302.50
Globe Construction, Inc. (Addison, IL)	\$451,820.00

Respectfully submitted,

Patty Spencer
Patty Spencer
City Clerk

TT



CITY OF ELMHURST

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(630) 530-3000

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THOMAS D. MARCUCCI

MAYOR

PATTY SPENCER

CITY CLERK

CHARITY S. FIGONI

CITY TREASURER

THOMAS P. BORCHERT

CITY MANAGER

July 17, 2008

To: Mayor Marcucci and Members of the City Council

Re: Neighborhood Electric Vehicles (NEV's)

It is respectfully requested that the attached request from Aldermen Chris Nybo, Norm Leader and Michael Bram regarding NEV's be referred to the Public Affairs and Safety Committee for their review and recommendation.

Respectfully submitted,

Thomas P. Borchert
City Manager

TPB/pd
Attachments

Copies To All
Elected Officials

7-17-08



City of Elmhurst
209 N York Street
Elmhurst, Illinois 60126-2759
Main (630) 530-3000
Fax (630) 530-3014
www.elmhurst.org

Thomas D. Marcucci
Mayor
Patty Spencer
City Clerk
Charity S. Pigoni
City Treasurer
Thomas P. Borchert
City Manager

MEMORANDUM

TO: Mayor Marcucci and Members of the City Council

FROM: Alderman Chris Nybo (5th Ward)
Alderman Norm Leader (2nd Ward)
Alderman Michael Bram (3rd Ward)

DATE: July 17, 2008

RE: Neighborhood Electric Vehicles (NEV's)

The City of Elmhurst is committed to pursuing initiative towards carbon reduction and sustainable policies. In further support of our Environmental and Sustainability Initiatives, it is respectfully requested that the Public Affairs and Safety Committee or other appropriate committee consider adopting an ordinance permitting the use of Neighborhood Electric Vehicles or NEV's throughout our community.

NEV's are self-propelled, electronically powered, four-wheeled motor vehicles. Although Illinois is one of only five states prohibiting their use, state law permits municipalities to enact ordinances allowing the use of NEV's within their communities. 5th Ward Resident Bob Kopach has asked me to forward a request to the Council asking us to consider adopting such an ordinance.

NEV's offer several benefits. Naming just a few, they produce no emissions, they do not require gasoline, they could generate cost savings if employed in the City fleet, and they may bolster traffic calming efforts since they are incapable of high speeds (*i.e.*, "It's our town, let's slow down"). For these and other reasons, municipalities across the state are beginning to adopt ordinances permitting their use. To provide some additional background on NEV's, I have attached the ordinance recently adopted by the City of Champaign, a handout further describing NEV's, illustrative photographs, and some recent newspaper articles.

In considering this request, Elmhurst has the opportunity to build on its existing commitment to the environment and be seen as a leader in environmental innovation throughout the entire state of Illinois.

COUNCIL BILL NO. 2007 - 025

AN ORDINANCE

AMENDING SECTION 33-1 AND ARTICLE II OF CHAPTER 33 OF THE CHAMPAIGN
MUNICIPAL CODE,
1985, AS AMENDED TO ADD SECTION 33-36
(Traffic and Motor Vehicles / Neighborhood Electric Vehicles)

WHEREAS, the City Council, after having considered the volume, speed, and character of traffic on streets located within the City's University District as defined herein, finds that neighborhood electric vehicles as defined herein may safely travel on and across streets in said District if they are operated in accordance with the regulations set forth herein, and that the public safety will not be jeopardized by operation of said vehicles in accordance with said regulations.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHAMPAIGN, ILLINOIS as follows:

Section 1. That Section 33-1, entitled "Definitions", of the Champaign Municipal Code, 1985, is hereby amended to add the following definition:

" Neighborhood electric vehicle shall mean a self-propelled, electronically powered four-wheeled vehicle which is capable of attaining in one mile a speed of more than 20 miles per hour, but not more than 25 miles per hour, and which conforms to federal regulations under Title 49 C.F.R. Part 571.500."

Section 2. That Article II of Chapter 33 of the Champaign Municipal Code, 1985, entitled "Driving Regulations," is hereby amended to add Section 33-36, entitled "Neighborhood electric vehicles – operation on streets," which shall read as follows:

"Sec. 33-36. Neighborhood electric vehicles – operation on streets

(a) General prohibition. Except as expressly authorized in this Section, it shall be unlawful for any person to operate a neighborhood electric vehicle on any street in the City.

(b) Authorized in University District. A person may operate a neighborhood electric vehicle on streets located within the University District in accordance with the following rules and conditions:

(1) No person shall operate a neighborhood electric vehicle on any street having a posted speed limit exceeding 35 miles per hour, provided that nothing herein shall prohibit a person from driving a neighborhood electric vehicle across a street with a posted speed limit exceeding 35 miles per hour.

(2) No person shall operate a neighborhood electric vehicle on or across any highway under the jurisdiction of the State of Illinois.

(c) All persons operating neighborhood electric vehicles shall comply with all applicable requirements of section 11-1426.1 of the Illinois Vehicle Code, 625 ILCS 5/1-100 et seq., hereinafter referred to as the "Illinois Vehicle Code."

(d) Required equipment. No neighborhood electric vehicle may be operated on a street unless, at a minimum, it has the following: brakes, a steering apparatus, tires, a rearview mirror, red reflectorized warning devices in the front and rear, a slow moving emblem (as required of other vehicles in Section 12-709 of the Illinois Vehicle Code) on the rear of the neighborhood electric vehicle, a headlight that emits a white light visible from a distance of 500 feet to the front, a tail lamp that emits a red light visible from at least 100 feet from the rear, brake lights, and turn signals. When operated on a roadway, a neighborhood electric vehicle shall have its headlight and tail lamps lighted as required by Section 12-201 of the Illinois Vehicle Code."

Section 3. That this ordinance shall be effective immediately, it being determined by the Council that it is urgent that this ordinance take effect at the earliest possible date.

Section 4. That the City Clerk is hereby directed to publish this ordinance immediately after passage.

Section 5. If any section, paragraph or provision of this ordinance is held to be invalid or unenforceable, such invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance, or the provision of the Code.

Section 6. The provisions of this ordinance shall take precedence and be interpreted as superseding any other ordinance or statutes in conflict with the provisions of this ordinance.

COUNCIL BILL NO. 2007-025

PASSED:

APPROVED: _____
Mayor

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

j:\veg\word\parking and traffic\neighborhood electric vehicle regulation council bill.doc



City of
CHAMPAIGN

REPORT TO CITY COUNCIL

FROM: Steven C. Carter, City Manager

DATE: February 2, 2007

SUBJECT: EXPLANATION OF COUNCIL BILL 2007 - 025

A. Introduction: This Council Bill will amend Chapter 33 of the Municipal Code to authorize the use of neighborhood electric vehicles on and across City streets located within the University District with speed limits of 35 mph or less.

B. Recommended Action: The Administration recommends the approval of this Council Bill.

C. Prior Council Action:

- In July 2001, Council approved CB 2001-178 establishing the University District.
- In November 2001, Council approved CB 2001-249 establishing a 25 mph speed limit along most streets in the University District.

D. Summary

- This code amendment would authorize the use of Neighborhood Electric Vehicles (NEVs) on City streets in the University District.
- NEVs are required to have much of the same equipment as a typical vehicle and are subject to all traffic laws.
- The use of NEVs in lieu of traditional gas-powered, full-sized vehicles fits in with the overall vision for the University District.
- The lower operating speed and shorter stopping distance of NEVs appear consistent with the goal of a safer environment for pedestrians in the University District.

E. Background:

1. Neighborhood Electric Vehicles (NEVs). A Neighborhood Electric Vehicle is defined as a self-propelled, electronically powered vehicle with four wheels capable of attaining a speed between 20 and 25 miles per hour and weighing less than 2,500 pounds. It is larger than a golf cart but smaller than most light duty passenger vehicles. An NEV is typically configured to carry two or four passengers, or two passengers with a pickup bed or other storage to function as single purpose vehicles. In order to be considered a NEV, it is also required to have seat belts, tail lights, head lights, turn signals, windshields, rearview mirrors and vehicle identification numbers.

While NEVs were initially used in gated communities, they have been increasingly used by the general public. According to the U.S. Department of Energy, many public and private fleets are utilizing NEVs at military bases, national parks, commercial airports and for local government activities. Advantages of NEVs include a lower purchase price, lower operating costs, and reduced use of gas.

2. Purpose of the Change. In the pursuit of University stated goals of sustainability and environmental awareness, the University began looking into alternate types of vehicles to see if the delivery of services could be maintained while reducing fuel consumption and the emission and traffic impacts of full-sized, gas powered vehicles.

According to the University, service vehicles average 7.5 miles per gallon due to the stop and go traffic conditions and short distance trips that University maintenance vehicles typically experience. This average is based on the fuel consumption and mileage for all service vehicles.

In 2004, the University identified the NEV as a potential alternative for some maintenance activities and purchased eight NEV's for that purpose. These vehicles provide services to various University facilities and operate along and across City streets in the course of delivering those services. The NEV's have performed well and the University would like to expand their use on campus.

A public act amending the Illinois Vehicle Code became effective on January 1, 2006 that allows for the use of NEVs on local streets after the municipality authorizes their use through the passage of an ordinance or resolution. Previously, these vehicles were unregulated. Although they are not required to be titled or licensed, the University has titled and licensed all eight of the current NEVs with the Secretary of State's office through the course of their use.

This code amendment would satisfy the local ordinance requirement, authorizing the use of NEVs on City streets in the University District. Key elements of the code amendment are:

- Authorization for operation of NEVs would be limited to the University District
- The person operating a NEV would be required to have a valid Illinois drivers' license.
- The vehicle is not required to be registered with either the City or Secretary of State.
- NEVs are subject to the provisions of the Rules of the Road.
- NEVs would be required to have much of the same equipment as a typical vehicle such as seat belts, tail lights, head lights, turn signals, windshields, rearview mirrors and vehicle identification numbers.

If the ordinance is passed, the University plans to purchase two additional NEVs. These two would be somewhat larger and with a heavier carrying capacity than their current NEVs, expanding the potential use of NEVs in maintenance activities.

The use of NEVs in lieu of traditional gas-powered, full-sized vehicles appears to be consistent with the overall vision for the University District. By their design, these vehicles cannot travel over 25 miles per hour. In addition, they have a smaller footprint and are lighter than typical vehicles. These characteristics result in shorter stopping distances and the transfer of less force in the event of a collision, both of which may prove advantageous with regard to pedestrian safety.

3. Safety Evaluation for Operation in University District. The Illinois Vehicle Code provisions also indicate that the municipality must consider public safety prior to passage of the ordinance. This is accomplished by assessing conditions such as volume, speed and character of traffic on the roadways the vehicles are proposed for use upon.

The main concerns regarding NEVs are their ability to operate among gas-powered, full-sized vehicles and the increased exposure of the operators and passengers if they were involved in a collision with a full-sized vehicle. According to the U.S. Department of Energy, approximately 40 states have passed legislation or regulations allowing NEVs on streets with speed limits of 35 mph or less. The Illinois code was based on this information and the City ordinance is based on the Illinois Vehicle Code language. The parameters for operation were developed by the National Highway Traffic Safety Administration (NHTSA). At this time the NHTSA does not have enough statistical data to provide any information on the safety impacts of NEVs.

According to the University, the existing vehicles have had a three-year safe operating history traveling among the regular vehicular and pedestrian traffic to date. The University avoids, and would continue to avoid, the use of busier streets such as University Avenue, Springfield Avenue, Kirby Avenue, and Green Street, excepting cases where building access or job sites are directly off of these streets.

The characteristics of the University District, such as lower speed limits, periods of congestion and high levels of pedestrian activity, indicate that it would be an appropriate area to evaluate NEVs. The University could provide the City with information regarding incidents involving the NEVs and any operational issues associated with the vehicles.

F. Alternatives:

1. Approve the Council Bill, amending Chapter 33 of the Municipal Code to authorize the use of Neighborhood Electric Vehicles (NEVs) on and across City streets located within the University District with speed limits of 35 mph or less.
2. Do not approve the Council Bill and provide direction to staff.

G. Discussion of Alternatives:

Alternative 1 amends Chapter 33 of the Municipal Code to authorize the use of neighborhood electric vehicles on and across City streets located within the University District with speed limits of 35 mph or less.

a. Advantages

- NEVs operate at lower speeds (up to 25 mph), a goal of the Campus Area Transportation Study for traffic conditions in the University District.
- The existing vehicles have a three-year safe operating history in the University District with no vehicle or pedestrian accidents.

- NEVs have shorter stopping distances and are lighter, resulting in the transfer of less force in the event of a collision.
- NEVs have a smaller footprint than a full-sized vehicle.
- The use of NEVs would reduce vehicle emissions.
- NEVs provide increased access to University facilities; vehicles have the ability to cross sidewalks and/or turf areas more safely than full-sized vehicles when absolutely necessary.
- Legalizes the University's use of the existing NEVs along and across streets under the City's jurisdiction.
- Operators of NEVs are required to have a valid Illinois Driver's License.

b. Disadvantages

- The vehicles are not required to be registered, titled, or licensed.
- The vehicles are a new development and, as such, have a limited operating history both locally and nationwide.
- Given the limited history, the impacts on enforcement and public safety are unknown.

Alternative 2 does not approve the Council Bill.

a. Advantages

- Potential safety and enforcement issues would be avoided.
- Potential issues with operators other than the University would be eliminated.

b. Disadvantages

- Would not authorize the use of NEVs in the University District.
- The University would technically be in violation of the Illinois Vehicle Code in utilizing neighborhood electric vehicles along or across City streets.

H. Community Input: The public will have an opportunity to comment on the Council Bill at the Council meeting.

I. Budget Impact. There are no budget impacts anticipated with this code amendment.

J. Staffing Impact. There are no staffing impacts anticipated with this code amendment. Since the vehicles are not required to be licensed or titled, there are potential enforcement issues associated with NEVs purchased and used by entities other than the University.

Prepared by:

Reviewed by:

Chris Sokolowski
Civil Engineer II

Dennis Schmidt
Public Works Director

J:\COUNCIL-DOCUMENTS\2007\02-20-07\Electric vehicle ordinance - Report to Council.doc

Code Revision Sheet

Sec. 33-36. Neighborhood electric vehicles – operation on streets

(a) General prohibition. Except as expressly authorized in this Section, it shall be unlawful for any person to operate a neighborhood electric vehicle on any street in the City.

(b) Authorized in University District. A person may operate a neighborhood electric vehicle on streets located within the University District in accordance with the following rules and conditions:

(1) No person shall operate a neighborhood electric vehicle on any street having a posted speed limit exceeding 35 miles per hour, provided that nothing herein shall prohibit a person from driving a neighborhood electric vehicle across a street with a posted speed limit exceeding 35 miles per hour.

(2) No person shall operate a neighborhood electric vehicle on or across any highway under the jurisdiction of the State of Illinois.

(c) All persons operating neighborhood electric vehicles shall comply with all applicable requirements of section 11-1426.1 of the Illinois Vehicle Code, 625 ILCS 5/1-100 et seq., hereinafter referred to as the "Illinois Vehicle Code."

(d) Required equipment. No neighborhood electric vehicle may be operated on a street unless, at a minimum, it has the following: brakes, a steering apparatus, tires, a rearview mirror, red reflectorized warning devices in the front and rear, a slow moving emblem (as required of other vehicles in Section 12-709 of the Illinois Vehicle Code) on the rear of the neighborhood electric vehicle, a headlight that emits a white light visible from a distance of 500 feet to the front, a tail lamp that emits a red light visible from at least 100 feet from the rear, brake lights, and turn signals. When operated on a roadway, a neighborhood electric vehicle shall have its headlight and tail lamps lighted as required by Section 12-201 of the "Illinois Vehicle Code."

N.E.V.
NEIGHBORHOOD
ELECTRIC VEHICLES

What's an NEV?

NEVs are defined as self-propelled, electronically powered, four-wheeled motor vehicles which are capable of attaining in one mile a speed of more than 20 mph, but not more than 25 mph, and which conform to federal regulations under Title 49 Code of Federal Regulations Part 571.500.

NEVs may be operated only on streets where the posted speed limit is 35 miles per hour (mph) or less, and may cross a road or street at an intersection where the road or street has a posted speed limit of more than 35 mph (except for any state highway, toll road or interstate highway).

**Of the 140 thousand miles of
roads in Illinois, 73%
are local roads and streets with a
speed limit of 35 mph or less**

**In IDOT District 1 which
includes Chicago, 17
thousand of the 24 thousand
miles of roads are at
speed limits of 35 mph or less**

**The annual vehicle miles
traveled (AVMT) on
local roads in Illinois is
13 million**

**BURNING ONE GALLON OF
GASOLINE RELEASES**

**19.8 POUNDS OF CO₂ INTO THE
ENVIRONMENT**

At an average mpg of 20 and approximately 19.8 pounds of CO₂ being released for every gallon of gasoline burned, Illinois residents are releasing almost 13 million pounds of CO₂ into their environment every year, just while driving on local roads

61%

OF VEHICLE TRIP DISTANCES

ARE 5 MILES OR LESS

78%

**OF VEHICLE TRIP DISTANCES
ARE 10 MILES OR LESS**

**IT CAN TAKE UP TO 5 MILES
FOR A CATALYTIC CONVERTER
TO START WORKING**

DRIVING SHORT DISTANCES

RESULTS IN

LOTS AND LOTS

OF POLLUTION

**NEVs
ARE
ILLEGAL
IN
ILLINOIS**



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Not your everyday car

(<http://www.pioneerlocal.com/elmhurst/news/1047850,em-nev-071008-s3.article>)

July 10, 2008

By JEFF DANNA

Although some neighborhood electric vehicles can look similar to everyday vehicles -- from a small Hummer to a compact car -- they are notably different.

Since the early 2000s, Advanced Vehicle Testing Activity, a joint agency of the Idaho National Laboratory and the U.S. Department of Energy, has worked to develop safety and technological standards for alternative fuel vehicles. According to Jim Francfort, principal investigator for AVTA, there are significant differences between standards for NEVs and gasoline-powered vehicles.

NEVs, which have a top speed of 25 mph and weigh less than 2,500 pounds, are subject to federal motor vehicle safety standards for low-speed vehicles. While low-speed vehicles are required to be equipped with safety features similar to everyday motor vehicles, such as seat belts and headlamps, they are not required to undergo crash testing, Francfort said.

The driving experience sometimes can be intimidating.

"You pull up to a stop light, and the guy next to you has full-size, jacked-up pickup truck, you feel a little inferior," Francfort said. But, he added, if both vehicles are only traveling at 25 mph, there should be little cause for concern.

The other major difference between NEVs and gasoline-powered vehicles is range. Depending on the size of the vehicle and its battery, a NEV can travel 30 to 60 miles on a single charge.

When considering the cost of electricity, drivers can expect to pay between 1 and 2 cents per mile. Even compared to a gas-electric hybrid, that's low, Francfort said. A Toyota Prius costs about 9 cents per mile, given today's gas prices.

To recharge the battery, the vehicle is simply plugged into a 100-volt outlet for about six to eight hours. But the batteries must be replaced every couple of years, Francfort said. Batteries can cost between \$60 and \$160 per kilowatt hour, and many NEVs are equipped with 6 to 7 kilowatt-hour batteries.



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Driving NEVs could be a tricky challenge

(<http://www.pioneerlocal.com/elmhurst/news/1047854.em-nev-071008-s2.article>)

July 10, 2008

By JEFF DANNA

The state law that prohibits the use of neighborhood electric vehicles is applicable to Elmhurst and surrounding communities, unless a unit of local government takes action.

But even then, driving an NEV could be tricky. First of all, a driver would not be able to take the vehicle into a neighboring town that had not approved the use of NEVs on its roads. Second, the driver would still be prohibited from crossing certain streets.

The law passed in 2005 states that a person can only cross a state-controlled road in an NEV if the intersection is controlled by a four-way stop light or stop sign. For instance, if Elmhurst were to allow people to drive NEVs in town, they could only cross a street such as North Avenue at a handful of controlled intersections.

They also would only be allowed on locally controlled streets with a speed limit of 35 miles per hour or lower. (The city has set the speed limit at 25 mph throughout Elmhurst unless otherwise posted.)

From a law-enforcement perspective, so long as a vehicle meets federal safety standards nothing would prevent NEVs from occupying Elmhurst roads if it weren't for the statewide ban, said Elmhurst Police Chief Steve Neubauer.

"I think we'd follow the legislative lead unless someone makes a recommendation to the City Council," he said. "We're not opposed to new ideas, but safety is our first concern."

"I think we're going to be seeing more of these," he added, noting that one Elmhurst business, Electric Avenue Auto Mall on Grand Avenue, already sells electric cars.

Public works director Mike Hughes said that from his department's perspective, Elmhurst roads are suitable for NEV use.

If the state Senate passes the latest NEV bill, the vehicles would be allowed on streets with a maximum speed limit of 35 mph. They also would be permitted to cross streets with speed limits that are more than 35 mph, but they still would be prohibited from using freeways, tollways and interstate highways.



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Lawmakers looking to change electric vehicle ban

(<http://www.pioneerlocal.com/elmhurst/news/1047816.em-nev-071008-s1.article>)

July 10, 2008

By JEFF DANNA

Bob Kopach's advertising business promotes more than everyday products -- it promotes an ecologically friendly lifestyle.

In April, after years of doing public relations and marketing for the electric vehicle industry, the Elmhurst resident started Go Green Mobile Billboard Advertising, a company that uses electrically powered motor vehicles to drive advertising signs around cities nationwide.

"In this day and age of high gas prices and pollution, there's an opportunity for these (electric vehicles) to be used for promotional purposes," Kopach said.

In most states, Go Green drivers operate neighborhood electric vehicles, or NEVs, compact cars that run solely on electric power. But most people in Illinois cannot buy into the greener lifestyle Kopach promotes. In his home state, Kopach must rely on small, three-wheeled electrically powered vehicles that are insured and registered as motorcycles.

In 2005, Illinois legislators unanimously passed a bill outlawing NEVs on all roadways in the state. Municipal governments have the power to change that locally, but the bill still outlaws crossing certain roadways, such as state-controlled roads that don't have a four-way traffic control.

But new legislation could reverse the law. That bill, which the House of Representatives passed unanimously in May, would allow NEVs to be used on roads with a posted speed limit of 35 mph or less.

"The misconception about these is they're golf carts. Really, I would describe them as just a small car," said Rep. Mike Boland, a Democrat from the 71st District in Moline and chief sponsor of the new bill. "People had this vision of golf carts rolling down the interstates and the busy streets. All of us were kind of misinformed."

To Boland and Kopach, the benefit of these vehicles is two-fold: They could save people money and play a role in reducing greenhouse gases, since they produce no emissions.

While NEVs are not meant for high-speed, long distance travel, they are ideal for short trips, Kopach said. When his current vehicle is paid off, Kopach said he is considering buying a gas-electric hybrid. But if NEVs are allowed on the streets by then, that might be the best way for him to get from his home in Elmhurst to his office in Itasca.

"Quite honestly," he said, "I would get an NEV."



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

July 14, 2008

TO: Mayor Marcucci and Members of the City Council

RE: **Bids, 2008 Water Main Improvement Project**

The Public Works and Buildings Committee met on Monday, July 14, 2008 to review bids for the 2008 Water Main Improvement Project. The bids received are summarized on Attachment "A".

The work includes the installation of approximately 4,300 L.F. of 8" Ductile Iron Water Main on Bryan from McKinley to Vallette, Washington from Madison to Meister, and on Swain from Butterfield Rd. to Harrison. The work also includes service replacements, hydrants with valves, and all other related work.

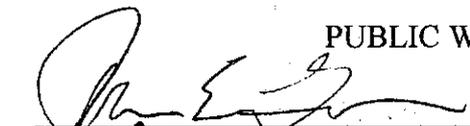
Kings Point General Cement, Inc. from Bensenville, submitted the lowest responsible bid meeting all of the bidding requirements. Kings Point General Cement, Inc. has completed similar work for other municipalities such as the Village of Western Springs, and the Village of Lemont, in a satisfactory manner.

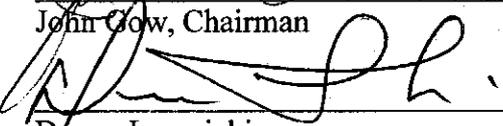
Monies have been provided in the FY 2008/09 Budget, Municipal Utility Fund, Account Number 510-6052-501-80-12, in the amount of \$970,000.00 for this project.

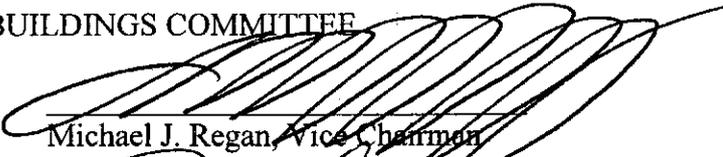
It is, therefore, the recommendation of the Public Works and Buildings Committee that the bid from Kings Point General Cement, Inc. for the 2008 Watermain Improvement Project in the amount of \$849,214.50 be accepted.

Respectfully Submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE


 John Gow, Chairman


 Donna Lomnicki


 Michael J. Regan, Vice Chairman


 Pat Shea

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 Elected Officials

7-17-08

cc: P.W. and
 Bldg. Comm.

Mayor TPB
 Hughes (Streich)
 7-10-08

ATTACHMENT "A"

<u>Contractor</u>	<u>Bid Price</u>
Kings Point General Cement, Inc. Bensenville	\$849,214.50
Gerardi Sewer and Water Co. Norridge	\$885,229.00
Vian Construction Company, Inc. Elk Grove Village	\$929,463.00
Brothers Asphalt Paving, Inc. Addison	\$953,525.00
Cerniglia Company Melrose Park	\$974,828.00
Patnick Construction, Inc. Bensenville	\$992,243.00
Bolder Contractors, Inc. Deerfield	\$1,016,255.00
Neri Brothers Construction, Inc. Itasca	\$1,018,505.45
Archon Construction Co., Inc. Addison	\$1,097,000.00
Trine Construction Corp. West Chicago	\$1,098,750.50
Unique Plumbing Co. Brookfield	\$1,187,468.95
Dominic Fiordiroso Construction Elgin	\$1,255,584.05



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

July 14, 2008

TO: Mayor Marcucci and Members of the City Council

RE: **Bids, 2008 Concrete Pavement Patching Program**

The Public Works and Buildings Committee met on Monday, July 14, 2008 to review bids received for the 2008 Concrete Pavement Patching Program. The bids are summarized on Attachment "A".

The work consists of the removal and replacement of areas of deteriorated concrete pavement and curb and gutter at various locations throughout the City.

Kings Point General Cement, Inc., of Bensenville, Illinois submitted the lowest responsible bid meeting all of the bidding requirements. Kings Point General Cement, Inc., has performed similar work for the City and other municipalities, and the work was completed in a satisfactory manner.

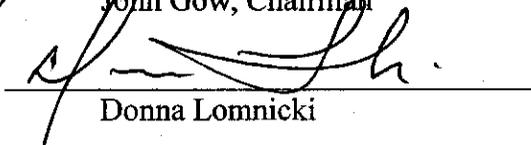
Monies for this project have been provided in the FY2008/09 budget in account numbers 110-6041-432-30-11 in the amount of \$100,000.

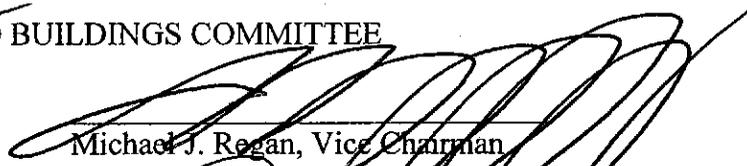
It is, therefore, the recommendation of the Public Works and Buildings Committee that the bid from Kings Point General Cement, Inc., for the 2008 Concrete Pavement Patching Program in the amount of \$99,602.50, be accepted.

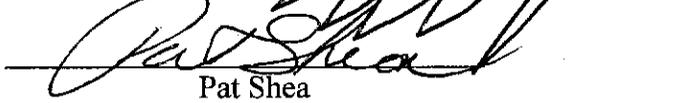
Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE


John Gow, Chairman


Donna Lomnicki


Michael J. Regan, Vice Chairman


Pat Shea

Copies To All
Elected Officials

7-17-08

cc: P.W. and
Bldg. Comm.

Mayor TPB
Hughes Stretched
7-10-08

ATTACHMENT "A"

<u>Contractor</u>	<u>Total Price</u>
Kings Point General Cement, Inc. (Bensenville, IL)	\$ 99,602.50
D'Land Construction, L.L.C. (Bensenville, IL)	\$ 103,516.70
G&M Cement Construction, Inc. (Addison, IL)	\$ 112,600.00
Big Time Construction, Inc. (Addison, IL)	\$ 116,436.50
C-A Construction, Inc. (Bloomington, IL)	\$ 138,790.00
Schroeder & Schroeder (Skokie, IL)	\$ 161,850.00
Alliance Contractors, Inc. (Woodstock, IL)	\$ 175,302.50
Globe Construction, Inc. (Addison, IL)	\$ 451,820.00



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CITY CLERK
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CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

TT

July 16, 2008

TO: Mayor Marcucci and Members of the City Council

RE: Rain Gardens in Rear Yards

On Monday, July 14, 2008 the Public Works and Buildings Committee met to discuss a letter to Mayor Marcucci and Members of the Elmhurst City Council from Alderman Norm Leader and Alderman Susan J. Rose regarding a policy for rain gardens for rear yards. The Committee reviewed information relative to the pros and cons of a City supported program for helping residents install rain gardens. The Committee acknowledged that installation and maintenance of rain garden is a somewhat complicated task which takes a significant amount of dedication and effort to be successful.

The Committee felt that rain gardens were a very environmentally friendly undertaking and would like to promote education and information via the web site or The Front Porch to help the community become aware that a rear yard rain garden is an option in areas of backyards that hold water. However, the Committee felt that the installation of a rain garden is private matter and the City should not have an active oversight role or financial role in the construction or maintenance of a garden.

One reason for not participating fiscally is that if a homeowner receives funds from the City to construct a rain garden and then after several years decides to no longer maintain it, the City would have to retract its contribution for the rain garden. It was felt that this would be a arduous and costly task.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the City staff incorporate providing information regarding rain gardens into its sustainability program.

Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE

John Gow per *msj/pd*
John Gow, Chairman

Michael J. Regan per *pd*
Michael J. Regan, Vice Chairman

Donna Lomnicki per *pd*
Donna Lomnicki

Pat Shea per *pd*
Pat Shea

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THOMAS P. BORCHERT
CITY MANAGER

July 14, 2008

TO: Mayor Marcucci and Members of the City Council

RE: 366 Commonwealth Lane Alley Vacation

The Public Works and Buildings Committee met on Mondays, February 25, May 12, June 23, and July 14, 2008 to discuss a request for the vacation of an alley located off of Commonwealth Lane parallel to Old Butterfield Road. The request came from the Iozzo family which owns the property at 366 Commonwealth Lane. The property was recently inherited by the family from the deceased father and they are trying to sell the property.

The vacated area is an alley located behind 403, 407, 411 West Butterfield and 368 Commonwealth (see attached). The York Township Assessor's Office has placed the value of the land in that area of \$10.38 per square foot. The total amount of area to be vacated is 3,000 square feet. In the mid 1970's when the home was constructed the driveway was constructed on the alley which is a proper use of the alley. However, the family would like the exclusive right to use the alley as a permanent driveway. City staff has contacted the other adjacent property owners and they have indicated no desire to receive any rights to the alley.

In reviewing the value of the land the Committee determined that using the assessed value of \$10.38 would be a good starting point. The fact that the vacated land does not create a new buildable lot and will be encumbered by an easement for the City and therefore is a permanent structure could ever be constructed on it, the Committee felt that one third of the assessed value or \$10,000 was an appropriate sum to require for payment of the vacation.

The City Attorney should prepare an ordinance to convey the alley property while withholding easement rights to the property owner of 366 Commonwealth Lane. The ordinance will become effective upon receipt of the \$10,000 plus all costs incurred by the City in connection with the preparation of the Ordinance and will have a sunset clause of one year after which the ordinance will cease to exist.

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7-17-08

Page 2

TO: Mayor Marcucci and Members of the City Council
RE: 366 Commonwealth Lane Alley Vacation

It is, therefore, the recommendation of the Public Works and Buildings Committee that the City Attorney prepare the proper ordinance to convey the alley property to the property owner of 366 Commonwealth Lane in accordance with the information outlined above.

Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE

John Gow per [signature]
John Gow, Chairman

Michael J. Regan per [signature]
Michael J. Regan, Vice Chairman

Donna Lomnicki per [signature]
Donna Lomnicki

Pat Shea per [signature]
Pat Shea



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CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

July 14, 2008

To: Mayor Marcucci and Members of the City Council

RE: **Parking Restrictions for Maple Avenue – Second Street to Third Street**

The Public Affairs and Safety Committee met on July 14, 2008 to discuss a request to change the current parking configuration on Maple Avenue from Second Street to Third Street. The request was made due to all day commuter parking on Maple Avenue between Second Street and Third Street, interfering with school bus routes, garbage pick-up, residential deliveries and overall traffic flow. The Engineering Division sent out surveys to residents on Maple Avenue to gain their input on this proposed parking configuration. The following is a summary of those surveys:

- **“3 Hour Parking Monday through Friday 8 a.m. to 4 p.m.” on the east side of Maple Avenue from Second Street to Third Street.**
 - 20 surveys were delivered – 16 (80%) were returned: 14 (70%) agreed with the proposed parking change, 2 (10%) did not agree with the proposed parking change.

The purpose of the survey was to gain input from residents on Maple Street from Second Street to Third Street.

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 the east side of Maple Avenue Second Street to Third Street as proposed above.

Respectfully submitted,
Public Affairs and Safety Committee

Mark A. Mulliner, Chairman

**PUBLIC AFFAIRS &
SAFETY COMMITTEE**

*Mayor TPB HSJ
Koff (Newbauer)
Spencer
7-10-08*

Michael Bram, Vice Chairman

Chris Nybo

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THOMAS P. BORCHERT
CITY MANAGER

July 14, 2008

To: Mayor Marcucci and Members of the City Council

RE: **Parking Restrictions on Elm Street, north of First Street**

The Public Affairs and Safety Committee met on July 14, 2008 to discuss parking restrictions on Elm Street north of First Street.

The proposed parking restrictions are part of the comprehensive commuter/downtown parking plan allowing more parking opportunities for commuters and downtown shoppers.

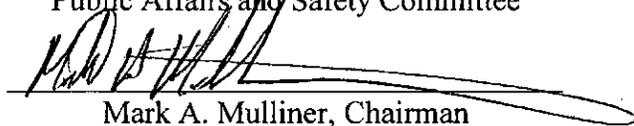
City staff has made contact with the affected residents, as well as the YMCA to discuss possible parking solutions for this area.

It was determined that the most affective solution affected the first ten (10) spaces north of First on the East side of Elm Street.

The recommendation was to restrict parking in these ten (10) spaces Monday through Friday from 8:00 a.m. to 12:00 noon for YMCA use only, all other times would be public three-hour parking. Allowing restricted parking for YMCA use on Elm Street would allow the release of ten (10) spaces on First Street currently leased by the YMCA from the City, opening ten more spaces on First Street for commuter parking.

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 in the first ten (10) spaces on the east side of Elm Street, north of First Street.

Respectfully submitted,
Public Affairs and Safety Committee


Mark A. Mulliner, Chairman

**PUBLIC AFFAIRS &
SAFETY COMMITTEE**

Mayor TPB HJU
Kopp Neubauer
Spencer
7-10-08

Michael Bram, Vice Chairman


Chris Nybo

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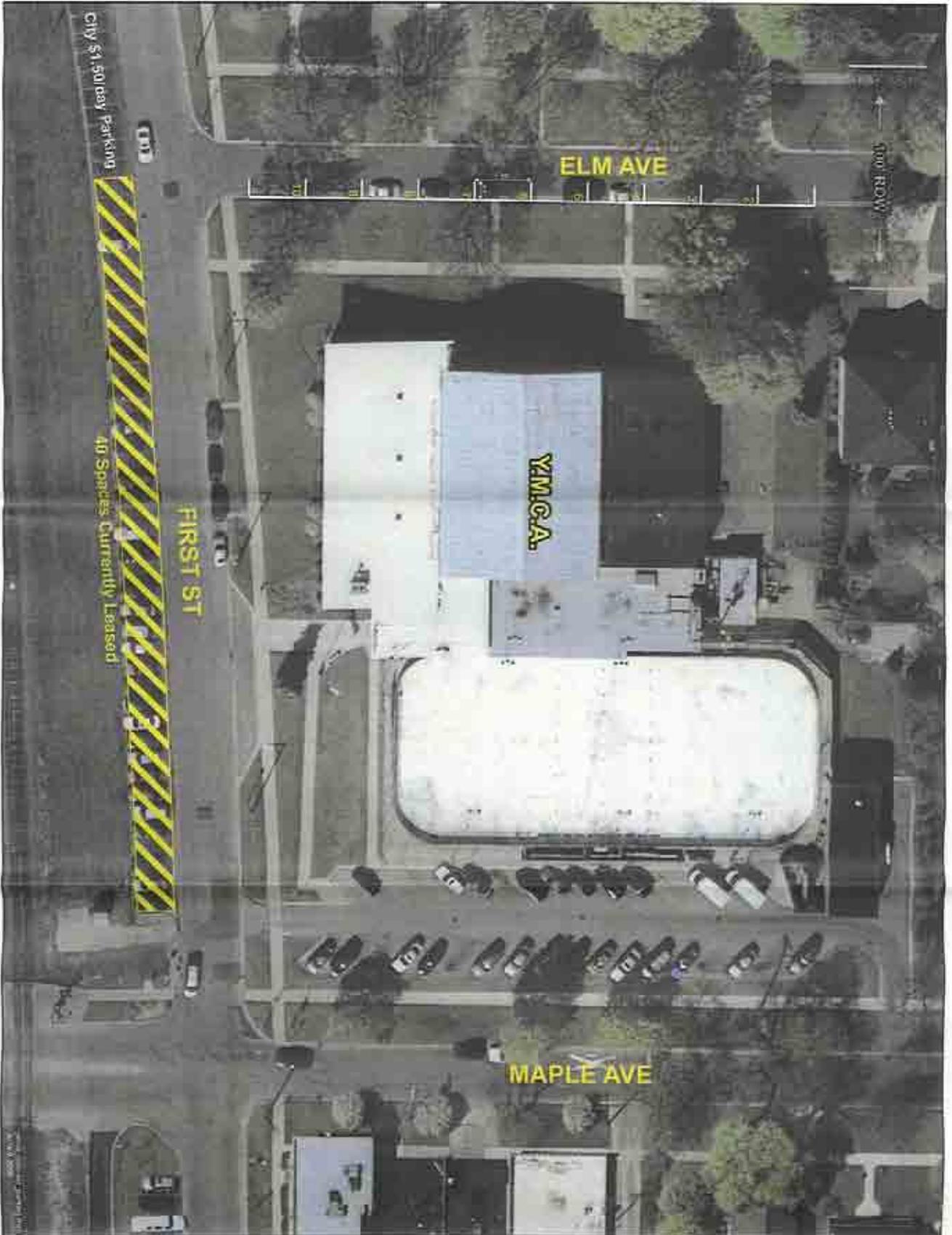
7-17-08

Potential YMCA
Parking Along
Elm Avenue



Scale: 1 in = 40 ft
0 10 20 30 40 Feet

Spring 2008 Aerial Photo





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THOMAS P. BORCHERT
CITY MANAGER

July 14, 2008

To: Mayor Marcucci and Members of the City Council

Re: **Liquor License Request: Cuvee Cellars, Ltd.**

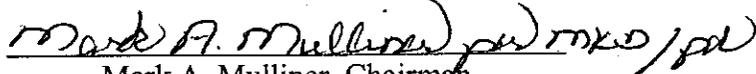
The Public Affairs and Safety Committee met on June 9, 2008 and July 14, 2008 to discuss the liquor license request by Cuvee Cellars, Ltd. A representative from Cuvee Cellars, Ltd. was present to explain their plan and answer the Committee's questions.

Cuvee Cellars, Ltd. will be located at 545 Spring Road. Cuvee Cellars has been in business in Elmhurst for over five years, providing difficult to find wines via the internet. They have also established relationships with some new and promising wine producers. Unfortunately, since these producers are brand new, selling their wines across the internet has been a challenge. They have revised their business plan to expand their business into a split wine retail store and wine bar/tasting boutique. All state and local laws and ordinances will be enforced and followed.

The Committee determined that the appropriate licenses would be a "WBB" (Wine/Beer Bar) license and a "PL" package liquor license. The floor and business plan has been reviewed and the Committee agreed with all aspects of the business plan and concurred that the granting of a "WBB" license and a "PL" package liquor license would be appropriate.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Attorney be authorized to prepare the appropriate ordinance to provide the availability of a "WBB" liquor license and a "PL" package liquor license for the tasting and sale of wine for Cuvee Cellars, Ltd.

Respectfully submitted,
Public Affairs and Safety Committee


Mark A. Mulliner, Chairman


Michael Bram, Vice Chairman


Chris Nybo



CITY OF ELMHURST

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CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

July 14, 2008

To: Mayor Marcucci and members of City Council

Re: Renewal of Metro Paramedic Services Contract

The Public Affairs and Safety Committee met on July 14, 2008 to consider the renewal of the 2-year Contract between the City and Metro Paramedic Services, Inc. for provision of contract paramedic service. The current Contract expires on August 31, 2008.

Since 1986, Metro Paramedic Services Inc. has been providing all paramedic ambulance service to the City. Metro Paramedic Services Inc. provides two (2) fully staffed ALS ambulances, one at each fire station. Each ambulance is staffed with two State of Illinois licensed paramedics. Partial costs of the service are paid through user fees charged in accordance with the Contract. Elmhurst Residents are permitted to have third party assignment of benefit used as the full and final determiner of the reasonable cost for the service. The insurance carrier pays their portion of that reasonable cost. The Elmhurst resident is only responsible for the deductible and co-insurance which is due under their individual health insurance policy based on the reasonable charge for service.

After review the contract has remained substantially the same.

Because of the philosophy of the City of Elmhurst to allow the contractor to perform the billing, with the City assigning the auditor, as well as the contractor supplying and assuming all liability for equipment there are no other known contractors that supply this type of service. Most other contractor only supply the paramedics for a fixed cost requiring the City to supply billing as well as required equipment.

The City agrees to pay a maximum of \$390,615.39 to the Contractor for the first year of the contract. The first \$257,806.44 will be paid in twelve monthly installments of \$21,483.87 starting on September 1, 2008. The balance due, up to \$132,808.95 will be determined by an independent audit conducted six months after the end of the contract year to allow additional time for collection of accounts receivable. If the audit determines that the Contractor received payments from users in excess of \$845,823.26 such excess will be used to reduce the subsidy amount of \$390,615.39. For the second year, the City agrees to pay a maximum of \$410,146.16 with monthly installments in the amount, \$22,558.06. The balance due, up to \$139,449.44 will

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**PUBLIC AFFAIRS &
SAFETY COMMITTEE**

Mayor TDB HTS
Kopp Neubauer Spencer
7-10-08

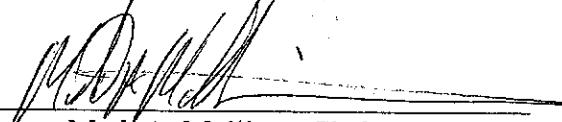
again be determined using the same method, with amounts received in excess of \$888,117.57 used to reduce the second year subsidy of \$410,146.16. These increases are based on an estimated 5% increase in operating expenses for 08/09 and 5% for contract year 09/10.

Metro Paramedic Billing Services also suggested the City change our form of billing from the current "cafeteria" style to "bundled" billing. Bundled billing has become a standard form of billing due to its ease of billing and success of payment from Medicare and insurance companies.

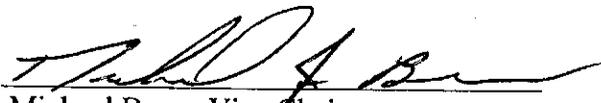
The cost to Elmhurst residents should stay substantially the same. Metro will accept assignment of benefits and in all cases full payment, except for the deductible and co-insurance.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Council authorize the Mayor to sign a new Contract with Metro Paramedic Services, Inc., and to include the change from "cafeteria" style to "bundled" billing for the period of September 1, 2008 through August 31, 2010 for the provision of Paramedic Ambulance Service in the City of Elmhurst.

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

July 14, 2008

To: Mayor Marcucci and members of City Council

Re: **City of Elmhurst Review of 2016 Chicago Olympic Bid**

The Public Affairs and Safety Committee met on July 14, 2008 to consider the DuPage Mayors and Managers Conference adoption of a resolution in support of Chicago's 2016 Olympic Bid and to consider adopting a resolution in support of the Olympic Bid by the City of Elmhurst.

The benefits of adopting a resolution in support of Chicago's 2016 Olympic bid include:

- The Olympic and Paralympic Games represent the best of the human spirit, and Chicago 2016 and the United States Olympic Committee are committed to bringing the 2016 Olympics and Paralympic Games to the United States for the benefit of all and to inspire harmony locally, nationally and globally.
- Chicago, a world-class city and region with remarkable diversity, culture, history and people, already holds a place in the international community as a city and a metropolitan area of immigrants from around the world who are eager to be ambassadors to visiting Olympic athletes.
- The Olympic and Paralympic Games in Chicago would provide a spectacular experience for athletics, the Olympic Family, spectators, residents and the global viewing audience by celebrating the Games in the center of the City and throughout the metropolitan region and in the midst of millions of people who are passionate about sports and will create an energetic spirit inside and outside of the venues.
- Chicago is one of the transportation hubs of the world and can provide accessible transportation to international visitors through extensive rail, transit and motorways infrastructure, combined with world-class international airports.

The economic benefit to the City of Elmhurst is great in that Elmhurst is centrally located to all major highways, therefore providing easy access to hotels and dining. Elmhurst is also located in close proximity to O'Hare International Airport.

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7-17-08

**PUBLIC AFFAIRS &
SAFETY COMMITTEE**

Mayor TDB HJU
Korp Newbauer Spencer
7-10-08

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Attorney be authorized to prepare a resolution in Support of the City of Chicago's bid for the 2016 Olympic and Paralympic games.

Respectfully submitted
Public Affairs and Safety Committee



Mark A. Mulliner, Chairman



Michael Bram, Vice Chairman



Chris Nybo



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

July 15, 2008

To: Mayor Marcucci and Members of the City Council

Re: Partial Refunding of the 2000 General Obligation Bond Issue and Issuance of a 2008 General Obligation Bond Issue

The Finance, Council Affairs and Administrative Services Committee met twice, most recently July 14, 2008, to consider the partial refunding of the 2000 general obligation bond issue, and to consider adding new money to the refunding bond issue to fund the construction of Fire Station #2 and other infrastructure improvements.

Mr. Kevin McCanna, president of Speer Financial, Inc., the City's financial advisors, and staff reviewed with the Finance Committee their recommendation to refund the last maturity (March 1, 2010) of the 2000 general obligation bond issue, to preserve the TIF I sales tax TIF through 2014. The Illinois Department of Revenue interpretation of TIF legislation requires that debt service incurred prior to 1991 be allocated to the TIF to receive state sales tax for the duration of the sales tax TIF. As the Council will recall, the TIF I sales tax TIF was extended to 2014 as part of the intergovernmental agreement with School District #205 which provided for release of TIF I properties and extension of TIF I. Debt was incurred in 1990 and the portion of the debt which related to building the parking decks was allocated to TIF I. The 1990 bond issue was refunded in 1993 and 2000, and to preserve the sales tax TIF through 2014, it is now necessary to refund the final maturity of the 2000 bond issue through 2014. The refunding is a breakeven refunding in that the savings will cover the cost of the refunding issue, and although staff would not generally recommend a breakeven refunding, it will ensure the continued receipt of state sales tax of approximately \$170,000 per year through 2014, the end of the sales tax TIF. The interest rate for the final maturity of the 2000 bond issue is 4.875%. The interest rate for the refunding is estimated to be between 3% and 4%. The par amount of the refunding bond issue would be \$1,080,000 including issuance costs. It was noted that there are no other refunding opportunities for the City's general obligation bond issues at this time due to the favorable interest rates the current outstanding debt carries.

The Finance Committee further considered adding \$7,035,000 in new money to the refunding issue, to be used to finance long lived capital assets. The primary use of the new money would be for financing costs associated with constructing the new Fire Station #2 (current construction cost estimate of \$5,260,000), costs associated with land acquisition for Fire Station

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7-17-08

Page 2

July 15, 2008

To: Mayor Marcucci and Members of the City Council

Re: Partial Refunding of the 2000 General Obligation Bond Issue and Issuance of a 2008 General Obligation Bond Issue

#2 (\$400,000), costs associated with the Wastewater Treatment Plant aeration tank diffuser replacement project (\$750,000), and costs associated with the Saylor Street sanitary sewer force main replacement project (\$625,000). It was anticipated that Illinois EPA loans would be available for the aeration tank diffuser replacement project and the force main replacement project but the loans are not available. The process of refunding a bond issue and issuing new bonds requires certain issuance costs be incurred. Issuance costs are estimated at \$135,000, and include underwriter fees, financial advisor, City and bond counsel, Moody's review and printing costs. Combining the refunded portion of the 2000 bond issue and the new money together in one bond issue rather than two issues will save the City approximately \$20,000. Mr. McCanna noted that the current interest rate range for this type of issue with a 20-year life is 4% to 5%. The refunded portion of the 2000 bond issue and the new money, including issuance costs, together equal a new bond issue of approximately \$8,215,000.

The total current general obligation debt, adjusting for the refunding and new money, would be \$49,915,000, which is 2.21% of the value of taxable property in the City of Elmhurst (2007 EAV of \$2,254,308,663). This is within the 5% debt limit as stated in MCO 8.02.

After discussion, it was the consensus of the Finance Committee to recommend issuance of general obligation bonds in the amount of \$8,215,000 for the purpose of refunding the final maturity of the 2000 bond issue and to finance the costs associated with construction of Fire Station #2, costs associated with land acquisition for Fire Station #2, costs associated with the aerator diffuser replacement project, and costs associated with the force main replacement project.

The Finance Committee discussed the timing of the bond sale, given the current marketplace environment and the sale will be a competitive sale. Rather than select a specific sale date to coincide with a City Council meeting date which is the usual process, the Finance Committee recommends authorizing the Mayor to proceed with the bond sale, with advice from Speer Financial, Inc., and with the concurrence of two of the following four individuals: City Treasurer, Finance Committee Chairman, City Manager and Director of Finance and Administration; and with the following four conditions being met: par value of bond issue is less than \$10 million, the interest rate is less than 5%, the term of the bonds does not exceed 20 years, and the sales takes place prior to December 31, 2008. A bond issue of \$10 million or less allows it to be bank qualified, which saves about 1/10th of 1% in interest rate.

Page 3

July 15, 2008

To: Mayor Marcucci and Members of the City Council

Re: Partial Refunding of the 2000 General Obligation Bond Issue and Issuance of a 2008 General Obligation Bond Issue

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 \$8,215,000 to refund the final maturity of the 2000 bond issue and to finance the costs associated with construction of Fire Station #2, with the land acquisition for Fire Station #2, with the Wastewater Treatment Plant aerator diffuser replacement project, and with the Saylor Street sanitary sewer force main replacement project. The Finance Committee further recommends that the City Council direct the City Attorney to prepare an ordinance that authorizes the Mayor and two of the following four individuals (City Treasurer, Finance Committee Chairman, City Manager and Director of Finance and Administration) to proceed with the bond sale, given the above stated conditions.

Respectfully submitted,
FINANCE, COUNCIL AFFAIRS AND
ADMINISTRATIVE SERVICES
COMMITTEE

George Szczepaniak/jmc
George Szczepaniak, Chairman

Moiria Moriarty/jmc
Moiria Moriarty

Stephen W. Hipskind/jmc
Stephen W. Hipskind, Vice Chairman

Steve Morley/jmc
Steve Morley



CITY OF ELMHURST

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CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

July 15, 2008

TO: Mayor Marcucci and Members of the City Council

RE: Case Number 08 P-06/City of Elmhurst Fire Station #2 Conditional Use & Variation

Request for a Conditional Use Permit for the purpose of constructing a replacement Fire Station #2 and an associated variation for building height on property commonly known as 601 S. York Street (PIN 06-12-314-001) said property being wholly located within the R2 Single Family Residence District.

The Development, Planning and Zoning Committee met on July 14, 2008, to review the application and information regarding the subject request. This included documents supplied by the applicant, and the public hearing transcript for this request.

Fire Chief Mike Kopp was present as applicant for the City of Elmhurst's proposed construction of Fire Station #2, to answer questions from the DPZ Committee. The Committee reviewed the use, its location, and the site and floor plans of the proposed replacement fire station. The Committee posed several questions for response by Chief Kopp regarding the site improvements, parking, and the floor plan. The Committee noted the importance of this community facility for the public safety, and the appropriateness of the variation for the hose drying tower. The Committee and Chief Kopp then reviewed some of the procedures and operations associated with the fire station. The Committee also noted the importance of providing appropriate locker room facilities for both genders, as both firefighters and EMS (paramedic) workers are made up of men and women. Further discussion focused on the environmental orientation of the new building, with the City and architect's joint effort to seek LEED (Leadership in Energy and Environmental Design) certification ("high performance green building") for the facility.

The Committee reviewed the Standards for Conditional Use and the Standards for Variation, 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 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

Norman Leader, Vice Chair

Diane Gutenkauf

Diane Gutenkauf, Alderman 1st Ward

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7-17-08

R-15-2008

**A RESOLUTION SUPPORTING THE CITY OF CHICAGO'S BID FOR THE
2016 OLYMPIC AND PARALYMPIC GAMES**

WHEREAS, the City of Chicago ("Chicago") has been selected by the United States Olympic Committee as the U.S. Applicant City for the international competition to host the 2016 Olympic and Paralympic Games; and

WHEREAS, Chicago and the counties and other municipalities in the metropolitan Chicago region are anxious to serve the Olympic Movement by embracing and celebrating the Olympic Games; and

WHEREAS, the Olympic and Paralympic Games represent the best of the human spirit, and Chicago 2016 and the United States Olympic Committee are committed to bringing the 2016 Olympics and Paralympic Games to the United States for the benefit of all and to inspire harmony locally, nationally and globally; and

WHEREAS, Chicago, a world-class city and region with remarkable diversity, culture, history and people, already holds a place in the international community as a city and a metropolitan area of immigrants from around the world who are eager to be ambassadors to visiting Olympic athletes; and

WHEREAS, hosting the Games in the heartland of the country will provide a unique opportunity to enhance the development of Olympic sport in the Midwest and across the nation; and

WHEREAS, the Olympic and Paralympic Games in Chicago would provide a spectacular experience for athletes, the Olympic Family, spectators, residents and the global viewing audience by celebrating the Games in the center of Chicago and throughout the metropolitan region and in the midst of millions of people who are passionate about sports and will create an energetic spirit inside and outside of the venues; and

WHEREAS, Chicago is one of the transportation hubs of the world and can provide accessible transportation to international visitors through extensive rail, transit and motorways infrastructure, combined with world-class international airports.

NOW THEREFORE, BE IT RESOLVED that the City of Elmhurst supports the City of Chicago and Chicago 2016 as they compete for the privilege to host the 2016 Olympic and Paralympic Games;

BE IT FURTHER RESOLVED that the City of Elmhurst pledges its assistance to enhance the efforts of Chicago and Chicago 2016 to host the 2016 Olympic and Paralympic Games;

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BE IT FURTHER RESOLVED, that the City Clerk is directed to send a certified copy of this Resolution to the City Clerk of the City of Chicago and Chicago 2016.

Approved this _____ day of June, 2008.

Thomas D. Marcucci, Mayor

Passed this _____ day of _____, 2008.

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

COUNCIL ACTION SUMMARY

SUBJECT: Resolution - In support of Chicago's Bid for 2016 Olympic and Paralympic Games

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Pursuant to the report of the Public Affairs & Safety Committee, attached is a resolution stating the City's support of the City of Chicago's bid for the 2016 Olympic and Paralympic Games.

H:Susan/COE/resolutions/supporting city of chgo bid for 2016 olympic games

Town

O-23-2008

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH MORNINGSIDE HAHN, LLC AND AUTHORIZING CONVEYANCE OF REAL ESTATE THEREUNDER

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

WHEREAS, in accordance with the Tax Increment Allocation Redevelopment Act the City of Elmhurst may convey or dispose of land 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 City of Elmhurst owns certain real estate located within the Tax Increment Redevelopment Project Area commonly referred to as the Hahn Street Property as described on Exhibit "A" attached hereto and made a part hereof (hereafter "the Property"); and

WHEREAS, the City of Elmhurst has determined it is reasonably necessary to achieve the objectives of the Redevelopment Plan and Project that it convey the aforesaid real estate to Morningside Hahn, LLC pursuant to the terms and conditions of the Development Agreement, in a form substantially as submitted herewith and attached hereto as Exhibit "B"; and

WHEREAS, this conveyance is made pursuant to the authority granted by, and in full compliance with the requirements of the Tax Increment Allocation Redevelopment Act, and to that extent is an exception to all other rules, ordinances and statutes providing for the manner of such conveyance.

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

SECTION 1. The Development Agreement by and between the City of Elmhurst and Morningside Hahn, LLC dated this date and as submitted to this meeting is approved and the conveyance of real estate as described therein and in accordance with the terms and conditions thereof is hereby authorized.

SECTION 2. The Mayor is hereby authorized and directed to sign and the City Clerk is hereby authorized and directed to attest to the Development Agreement, in a form in all material respects as attached hereto as Exhibit "B" and approved by the Cit Attorney.

SECTION 3. In accordance with the terms of the aforesaid Agreement, the Mayor is hereby authorized and directed to convey and transfer the aforesaid real estate to Morningside Hahn, LLC or its nominee by a proper deed of conveyance, at the time of closing as requested by the Development Agreement, and the City Clerk is hereby authorized to acknowledge and attest such deed and to affix thereto the seal of the City of Elmhurst.

SECTION 4. The Mayor and the City Clerk are hereby authorized to execute and attest such

other documents as may be necessary for compliance with the aforesaid Agreement and conveyance herein authorized.

SECTION 5. The recitations contained in the preamble of this ordinance are hereby incorporated herein. All ordinances or parts of ordinances in conflict with this ordinance are to the extent necessary, hereby amended so that the City's acts authorized hereby are in full compliance with applicable law including the City's ordinance and rules.

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

Approved this 7th day of July, 2008.

Thomas D. Marcucci, Mayor

Passed this 7th day of July, 2008.

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

H:\Kathy\Elmhurst\ordinance\approving agmt morningside hahn llc

**Copies To All
Elected Officials**

7-03-08
7-17-08

**DEVELOPMENT AGREEMENT PERTAINING TO
THE HAHN STREET PROPERTY IN THE DOWNTOWN
REDEVELOPMENT PROJECT AREA OF THE CITY OF ELMHURST**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made this ___ day of July, 2008, by and between the **CITY OF ELMHURST**, an Illinois municipal corporation (the "City"), and **MORNINGSIDE HAHN LLC**, an Illinois Limited Liability Company ("Developer").

PREAMBLES

WHEREAS, the City has heretofore determined that it is in the public interest to adopt and has adopted a Tax Increment Redevelopment Plan and Project (the "Plan"), pursuant to the Tax Increment Allocation Redevelopment Act 65 ILCS 5/11-74.4-3, *et al* (the "Act"), for the Downtown Redevelopment Project Area (the "Redevelopment Area"), within its Downtown Tax Increment Financing District ("TIF I"); and

WHEREAS, the City is the fee record owner of the "Hahn Street Property", which is currently improved with office buildings and public parking and includes the Hahn Street and north/south alley right-of-way, located within TIF I and is legally described in Exhibit "A" attached hereto; and

WHEREAS, the Developer is the contract purchaser of the "Pauli Property" pursuant to a Purchase Agreement dated March 14, 2007 and amendments thereto. The Pauli Property is located within TIF I and is also legally described on Exhibit "A" attached hereto; and

WHEREAS, the City issued a request for proposals (the "RFP") seeking a developer for the redevelopment of the Hahn Street Property and Pauli Property (collectively, the "Subject Property"), the Developer responded to the City's RFP, and, after proper review and

consideration, the City chose the Developer to redevelop the Subject Property as more fully described in this Agreement; and

WHEREAS, Developer would not proceed to redevelop the Subject Property without the adoption of the Plan, the designation of the Redevelopment Area and establishment of the Downtown Redevelopment District ("TIF I"); and

WHEREAS, Developer, as a part of the Redevelopment (as hereinafter defined), will construct and convey to the City by dedication or deed, certain Public Improvements (as hereinafter defined), including, but not limited to, public parking spaces, easements for access thereto, a public plaza and other streetscape improvements; and

WHEREAS, the Subject Property is presently located within the C-4A Zoning District of the City and the parties intend that it will remain therein subject to a Planned Development Conditional Use approved therefore by ordinance ("Planned Development" or "PD"), so as to permit the Redevelopment and use of the Subject Property as described in this Agreement; and

WHEREAS, to implement the Plan, it is necessary that the City enter into this Agreement with Developer in order, inter alia, to provide for the Redevelopment of the Subject Property in a manner which will further the Plan and the objectives of TIF I; and

WHEREAS, Developer, by this Agreement, agrees to construct the buildings, parking areas and other Public Improvements at an estimated cost of construction of \$36,300,000, and in substantial conformity with the Planned Development as approved by the City; and

WHEREAS, the Redevelopment of the Subject Property is in the public interest in that it will enhance the City's tax base and revenue, 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 Redevelopment Area, strengthen the economic well-being of the Redevelopment

Area and the City by achieving development which functionally complements the adjacent properties and uses; 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 is hereby acknowledged;

THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1

INCORPORATION OF PREAMBLES; DEFINITIONS

1.1 **Preambles**. 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 herein.

1.2 **Definitions**. In addition to the words and phrases defined above and elsewhere herein, the words and phrases set forth in this section, 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 **Agreement**. This Development Agreement.

1.2.2 **Certificate of Occupancy**. A Certificate issued by the City from time to time at the request of Developer upon substantial completion permitting occupancy and complying with Legal Requirements.

1.2.3 **Closing**. The time of conveyance of the Hahn Street Property from the City to Developer.

1.2.4 **Condominium Act**. The Illinois Condominium Property Act, 765 ILCS 605/1 *et seq.*

1.2.5 **Developer's Response to RFP.** The Developer's response to the City's RFP, which with revisions is attached hereto as Exhibit "B".

1.2.6 **Development Schedule.** Developer's estimated schedule for zoning approval of the Planned Development, Final Plan approval, issuance of building permits and construction of the Redevelopment of the Subject Property, including a date of Final Completion, as set forth in Exhibit "C" attached hereto, or as such schedule may be extended per Section 3.11-11D of the Zoning Ordinance or otherwise as allowed in the Agreement.

1.2.7 **Escrow.** The escrow established by escrow agreement at a mutually acceptable title company as described in paragraph 3.10 herein.

1.2.8 **Final Completion.** The time at which the Redevelopment is completed as reasonably determined by the City, which shall not be earlier than issuance of Certificates of Occupancy and the City's acceptance of Public Improvements.

1.2.9 **Final Plan.** The final plan of the Planned Development as approved in accordance with Section 3.2 herein.

1.2.10 **Hahn Contract.** The real estate purchase contract between Developer and the City for the Hahn Street Property dated within thirty (30) days of this Agreement.

1.2.11 **Highway Agreement.** The Highway Authority Agreement entitled "Tiered Approach to Corrective-Action Objective Agreement" between AMOCO Oil Company and the City of Elmhurst dated February 27, 2001.

1.2.12 **Information Center Building.** The building at 236 N. York Street on the Subject Property to be used by the Developer as a pre-construction sales office for the

Redevelopment per Subsection 3.8.3 herein, including placement of signs thereon in conformity with Legal Requirements.

1.2.13 **Legal Requirements**. All laws including the TIF Act, 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, including but not limited to the Zoning and Subdivision Ordinances, this Agreement and the City's ordinance establishing the Planned Development.

1.2.14 **Pauli Contract**. The real estate purchase contract dated March 14, 2007 and amendments thereto between Developer and owners of the Pauli Property.

1.2.15 **Preliminary Plan**. The land use and site plan included as part of the Developer's Response to the RFP, and any revisions thereto that may be approved during the Plan Commission and City PD approval process consistent with Sec. 9.1.1 of this Agreement.

1.2.16 **Public Improvements**. The public plaza, access easements or rights-of-way, one hundred (100) public parking spaces and streetscape as set out in the Planned Development.

1.2.17 **Redevelopment**. The development to be constructed by Developer within the Redevelopment Area on the Subject Property, as shown in the Preliminary Plan and Final Plan and pursuant to this Agreement.

1.2.18 **Subdivision Ordinance**. Chapter 23 of the Elmhurst Municipal Code.

1.2.19 **TIF Act.** The Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*

1.2.20 **Zoning Ordinance.** Chapter 22 of the Elmhurst Municipal Code.

ARTICLE 2

REPRESENTATIONS; INFORMATION TO BE PROVIDED

2.1 **City Representations.** The City hereby represents and warrants that it has full lawful right, power and authority, under currently applicable law and in accordance with its powers as an Illinois Home Rule municipality, to execute, deliver and perform the terms and provisions of this Agreement; that this Agreement has been duly and validly authorized and approved by all necessary City proceedings; and that this Agreement is valid, binding and enforceable against the City in accordance with its terms. The City also represents that to the best of its knowledge and belief, Developer will not be obligated to the City or any other local government including the County of DuPage for any impact fee not disclosed in this Agreement; there will be no relocation of traffic signals required by the City to develop the Subject Property except as provided herein; and water and sewer facilities adequate to serve the Subject Property are available in adjacent rights-of-way.

2.2 **Developer's Representations.** Developer hereby represents and warrants that it is an Illinois Limited Liability Company in good standing under the laws of the State of Illinois, and is duly qualified to do business in the State of Illinois; 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 as Developer of the Subject Property; that this Agreement has been duly and validly authorized and approved by all necessary corporate proceedings; and that this

Agreement is valid, binding and enforceable against Developer, or its successors or assigns, in accordance with its terms. Developer further represents that there are no actions of law or similar proceedings which are pending or threatened against Developer or any of its members or managers which might result in any material or adverse change in its financial condition that would affect its financial ability to carry out its obligations under this Agreement. Developer hereby represents to the City that it has the financial strength to obtain the financing to construct the Redevelopment, and perform its obligations under this Agreement.

2.3 **Disclosure of Shareholders and Officers of Developer.** Developer has on or prior to the date of this Agreement disclosed in writing to the City and the City Manager, all the members, managers, and any officers of Developer, and the percentage of interest owned by each of them.

ARTICLE 3

OBLIGATIONS OF THE DEVELOPER FOR REDEVELOPMENT OF THE SUBJECT PROPERTY

3.1 **Mixed Use Development.** Developer shall be obligated to develop townhouses, residential condominiums, retail space, and parking on the Subject Property, all in substantial conformity with the Preliminary Plan, Developer's Response to RFP, the requirements of this Agreement, the PD and the Final Plan. The Preliminary Plan shall be part of the ordinance approving the PD and shall substantially conform to Developer's Response to RFP (Exhibit "B") unless the City approves changes to the Preliminary Plan as included in the ordinance approving the PD. Construction of the Redevelopment shall follow the Development Schedule set forth in Exhibit "C" as may extended pursuant to Section 3.11-11D of the Zoning Ordinance or otherwise allowed in this Agreement.

3.2 **Preliminary and Final Plan for Planned Development.** Developer will apply to the City for Plan Development approval for the Redevelopment. Developer's Response to the RFP will become the Preliminary Plan for the Planned Development without any substantial changes thereto except as approved by the City and agreed by Developer. The Final Plan may contain such modifications to the Preliminary Plan as Developer reasonably elects, so long as it substantially conforms to the Preliminary Plan, the Zoning Ordinance, the Subdivision Ordinance and any other Legal Requirements. The City shall administratively review the draft Final Plan and other documents, including, but not limited to the condominium declaration of covenants, restrictions and easements, to determine substantial conformity to this Agreement, Exhibit "B", the Zoning Ordinance, the Subdivision Ordinance and any other Legal Requirements. "Administrative review" as used above means review by the City Manager or other appropriate City staff as determined by the City Manager. If the draft Final Plan and documents aforesaid are not in substantial conformity with the Preliminary Plan, Zoning Ordinance, the Subdivision Ordinance and Legal Requirements, the City Manager shall disapprove and notify Developer of the reasons therefore so that Developer can make corrections and re-submit for certification. The City Manager shall approve or disapprove the draft Final Plan and documents aforesaid, within ten (10) business days of its submittal to the City. If the Final Plan is so approved by the City Manager, he shall forward it to the City's Zoning and Planning Commission for certification as required by Section 3.11-11B.3. of the Zoning Ordinance.

3.3 **Planned Development Application.** The Zoning and Planning Commission will conduct the necessary public hearing for PD approval upon the Developer's application

therefore, and the City Council shall render a decision on such application promptly after the recommendation of the Zoning and Planning Commission. The City and Developer shall promptly and with due diligence begin performance of each obligation under this Agreement upon passage and the City's approval of this Agreement.

3.4 **Permits.** The City shall cooperate with Developer in securing all such necessary permits, approvals, consents, documents and plats and, after Developer has properly applied to the City therefore and is in compliance with the terms of this Agreement and the Planned Development. The City thereupon shall promptly issue all permits required to be issued by the City. The City further agrees to sign all applications, requests, permits, documents or plats which require execution by the City, provided they are in proper form and comply with the Final Plan, drawings and Legal Requirements. Upon execution of this Agreement, there shall be no unreasonable or discriminatory increases, or unreasonable or discriminatory changes in the method of calculation of the respective building permit fees, sewer or water tap-on fees, inspection fees or any other fees or charges of the City to be paid by Developer, as compared to such City fees or charges in effect as of the date on which this Agreement was approved by all parties hereto. Requirements of the City's Building Code currently as in effect as of the date of this Agreement shall apply to Redevelopment under this Agreement.

3.5 **Completion.** Subject to Permitted Delays and delays allowed by the City Manager under the provisions of this Agreement, Developer agrees that it will complete the Redevelopment not later than the dates for Final Completion therefore in the Development Schedule (Exhibit "C"). If Developer fails or refuses to complete the Redevelopment as aforesaid within the time limits set forth herein, Developer agrees that the Subject Property shall

revert to the City and the Pauli Property shall be conveyed to the City, all as provided in Sections 4.8 and 9.4 herein and in the deeds of conveyance of the Hahn Street Property from the City to Developer.

3.6 **Delays Allowed by City Manager.** Notwithstanding anything to the contrary contained herein, including the Development Schedule, the City Manager will, at the request of Developer, delay any date for performance or termination hereunder, including, but not limited to dates for the commencement or completion of construction or otherwise as set out in the Development Schedule. Any such delay approved by the City Manager will be for a reasonable time period under the circumstances then prevailing, and such delay will be granted for good cause reasonably determined by the City Manager. However, the parties agree that delays which are caused for those reasons set forth in Sec. 7.1 of this Agreement shall establish good cause for this purpose.

3.7 **Certificates of Occupancy.** The City shall issue Certificates of Occupancy individually for each tenant space in the retail building and each residential unit as each is substantially completed in accordance with the Legal Requirements applicable thereto.

3.8 **City's Incentives to Developer.** The City shall provide certain incentives to Developer as follows:

3.8.1 **Waiver of Application and Permit Fees.** TIF I on behalf of the Developer, will pay to the City all City or County assessed zoning application fees, permit fees, real estate transfer taxes and impact fees to the school district and park district if any, due on account of the Redevelopment. TIF I will also pay any excess over \$100,000 paid by the Developer for utility relocation costs including capping or removal

of overhead wires and existing utility lines and equipment from the Subject Property so that all utilities are underground at Final Completion.

3.8.2 Purchase Price of Pauli Property. Pursuant to Article 4 herein, the City will deposit into Escrow the following:

a. The third party costs incurred by Developer in connection with its purchase of the Pauli Property, including appraisal costs, all estimated to be less than \$100,000, but in no event more than that amount, except if the excess over \$100,000 would significantly reduce profits as calculated under Sec. 3.12 herein;

and

b. The lesser of either: (i) Two Million Dollars (\$2,000,000); or (ii) the value of the Pauli Property as of the March 14, 2007 date of the Pauli Contract as determined by an appraiser who is chosen by the City and approved by the Developer.

The City's deposits will be as aforesaid paid into Escrow for the use of Developer to pay all or a portion of the purchase price for the Pauli Property as required by the Pauli Contract.

3.8.3 Use of Information Center Building. Upon the City's approval of the Preliminary Plan, the Developer may use and occupy the Information Center Building without charge by the City and post marketing signs on the Hahn Street Property. The Developer hereby indemnifies and holds the City harmless against any claim or damage arising from such use or occupation, and agrees to provide insurance coverage as approved by the City and pay whatever costs may be attributable to that use and

occupancy including real estate taxes which may be assessed against that property during Developers use and occupancy thereof.

3.8.4 **Conveyance of the Hahn Street Property.** The City shall convey the Hahn Street Property to Developer at Closing in accordance with Article 4 of this Agreement.

3.9 **Establishment and Operation of Escrow.** Within thirty (30) days of this Agreement, the Developer and City shall establish an Escrow account by entering into an escrow agreement with a mutually acceptable title company (the "Title Company" or "Escrowee") which shall act as escrowee for the purposes of facilitating the Closing, accepting, documenting and disbursing Developer's contributions, loan proceeds and other revenues, and expenses including but not limited to all hard and soft costs relating to Redevelopment, and for providing reports thereof to the City. The Escrow shall also record documents including any security interest to or from the City and hold deeds from Developer to the City as may be necessary to convey the Subject Property to the City in the event of Developer's default or the termination of this Agreement before Final Completion. The parties shall share equally, the costs of the Escrow for two (2) years from Closing and thereafter if the Escrow continues, the City shall pay this cost.

3.10 **Construction, Maintenance and Guarantee of Public Improvements.** The Developer shall construct the Public Improvements in accordance with the Subdivision Ordinance and applicable Legal Requirements and shall post a letter of credit at the time that construction permits are issued by the City based on an engineer's estimate as therein provided. If the cost for that letter of credit exceeds a reasonable estimate therefore by SB Freidman, if issued on or about September 30, 2007, the City shall pay the excess over that amount, or may determine that the letter of credit is not required. At the time of acceptance of the Public

Improvements by the City, the City shall release the letter of credit, if any, and Developer shall provide a letter of credit bond or other security reasonably determined by the City, to guarantee the maintenance of those Public Improvements as required by the Subdivision Ordinance and Legal Requirements. The regular maintenance of the public parking spaces that are part of the Public Improvements, after acceptance thereof by the City, shall be provided by Developer or its successor or assigns, as set out in the condominium declaration of covenants, restrictions and easements for the Subject Property which shall also provide for the City's payment of its fair share of said maintenance costs. That condominium declaration shall be approved by the City Attorney prior to its recordation at Closing. The maintenance of the streetscape and plaza and the cost thereof shall be the City's sole responsibility. The City shall pay for and maintain any and all directional, identification, security and parking control signs and devices it deems necessary to control access to and from parking in the public parking spaces. The condominium declaration shall provide for this right of the City to place these signs or devices at location on the Subject Property as it deems necessary.

3.11 **Retail Use of Subject Property.** At least eighty percent (80%) of the available rentable retail space in the Redevelopment shall be used for the primary purpose of retail sales that result in City sales or use tax payable to the City. "Primary use for retail sales" as used in this Section means that the majority of the revenue generated from each retail premises in the Redevelopment shall be from sales that result in sales or use taxes to the City under applicable state law and City ordinance currently in effect. The Developer or its successor or assign shall give the City thirty (30) days prior written notice of any retail lease that would be subject hereto.

This covenant and requirement shall run with the land, and remain enforceable by the City until the termination of TIF I on or about March 1, 2021.

3.12 Excess Profit. The Developer shall pay to the City, a portion of its profits from the Redevelopment in accordance with the schedule below. Calculations of profits will be performed utilizing a standard IRR financial model calculating return based on Developer's equity invested and all net proceeds from the sale of commercial space and condominium residences. In the event the Developer does not sell the commercial component of the Subject Property, the computation shall be made upon the sale of all of the residences being sold as part of the Redevelopment. The formula is as follows:

- a. If the Internal Rate of Return ("IRR") is 10% to 12.5%, then 12.5% of that profit shall be paid to the City; and
- b. If the IRR is over 12.5% to 15%, then 40% of that profit shall be paid to the City; and
- c. If the IRR is over 15%, then 50% of that profit shall be paid to the City.

The IRR calculation and computation of the excess profit payment by the Developer to the City hereunder, shall be made by an accounting firm selected by the City and approved by Developer. The cost therefore shall be shared equally by the City and Developer. That calculation and computation shall be made in accordance with the method set out in the S.B. Friedman Report attached hereto as Exhibit "D" and only after the aforesaid accounting firm conducts a review of the Escrow's books and records and reports to the City regarding the income and expenses for the Redevelopment. These Escrow records shall include documentation of residential sales, and commercial leases, or any other documentation deemed necessary by the Escrow and used to

make the aforementioned computation. To the fullest extent legally possible, the materials cited above including the appraisal of the Pauli Property shall be deemed proprietary and not subject to the Freedom of Information Act. The Excess Profit contemplated in this Section 3.13, if any, shall be paid to the City upon the closing of the sale of the last residential unit or two (2) years after the Closing, whichever is later, but in any event, no later than four (4) years after Closing.

ARTICLE 4

LAND CONVEYANCE TERMS

4.1 **Scope of Article.** This Article governs the conveyance of the Hahn Street Property and the funding the Purchase Price of the Pauli Property, both of which are necessary for the Redevelopment, and this Article establishes all terms and conditions thereof.

4.2 **Time of Conveyance of Hahn Street Property by City.** The City shall convey the Hahn Street Property to Developer at the time that the construction loan for the Redevelopment is initially funded.

4.3 **Hahn Contract.** The terms and conditions of the conveyance of the Hahn Street Property to the Developer at Closing will be fully described in a standard commercial real estate contract between the parties which will be consistent and in conformity with the terms and conditions of this Agreement and dated within thirty (30) days of the date of this Agreement.

4.4 **Security for Construction Financing.** Prior to Closing, and upon notice from Developer, the City will take whatever action is reasonably necessary to allow Developer's lender to secure its construction financing for the development against the Hahn Street Property, including as the lender might reasonably require, a lien or encumbrance against the Hahn Street property.

4.5 **Consideration for Hahn Street Property Conveyance.** As and for the consideration to the City for its conveyance of the Hahn Street Property to Developer, the City's financial assistance in acquiring the Pauli Property, and its agreement to allow Developer's lender security against the Hahn Street property, Developer shall convey or dedicate to the City as it so directs and in conformity with the Condominium Act, the Public Improvements including the one hundred (100) public parking spaces, access easements,, the Public Improvements, and streetscape (except trees, tree grates and light poles to be provided by the City) within the Redevelopment and on the Subject Property.

4.6 **Funding of Pauli Property.** The City agrees to pay into Escrow the earnest money deposit, if any, and the purchase price of the Pauli Property per Section 3.8.2 hereof, at or before the Developer closes on its purchase of Pauli Property pursuant to the Pauli Contract.

4.7 **Remediation of Pauli Property.** Under the terms of this Agreement, during construction of the Redevelopment it will be the Developer's obligation to complete any and all remediation within the boundaries of the Pauli Property and in compliance with state and federal law. It is contemplated between the parties that any contaminates that fall within the right-of-way of York Street, alleys or other City rights-of-way within or adjacent to the Redevelopment after remediation by Developer, will be retired in place, in conformity with Illinois law, the Highway Agreement, and permits issued by the Illinois Environmental Protection Agency. After retirement in place, neither the Developer nor its successors or assigns shall be liable for contaminants remaining within the aforementioned right-of-way pursuant to this Agreement.

4.8 **Representations and Warranties.** The parties to this Agreement hereby represent and warrant to one another, as further consideration, and as an inducement to enter into

this Agreement, that as of the date on which they each respectively execute this Agreement, and on and as of the Closing date, all representations and warranties made herein are true and correct; the information included in any documents required hereunder to be delivered to either party to this Agreement shall be true, correct and complete in all material respects; there are no claims, causes of action or other litigation or proceedings pending or, to the best of their respective knowledge, threatened in respect to the subject matter of this Agreement, or the ownership, operation or environmental condition, except matters referred to in the Highway Agreement, of the Subject Property or any part thereof; there are no violations of any health, safety, pollution, environmental, zoning or other Legal Requirements concerning the Subject Property which have not been heretofore corrected prior to Closing; they have not dealt with any broker or finder with respect to the real estate transaction contemplated by this Article, and hereby indemnify one another for any claim for a brokerage commission or finder's fee asserted by any person claiming to have been engaged by either of them; and there are no unpaid general or special real estate or other ad valorem taxes, fees, charges or assessments against the Subject Property.

4.9 **Reverter of Hahn Street Property.** As to the Hahn Street Property, after Closing and in the event that Developer fails to finally complete the Redevelopment as required under this Agreement, or by such other date to which the date of Final Completion has been extended per the terms of this Agreement, then the City by notice of reverter given to Developer or its successors and assigns, and recorded against the Hahn Street Property, shall cause title to revert to the City. The City's deed to Developer shall include this right of reverter. Notwithstanding anything to the contrary in this Agreement or the deed, the right of the City to reverter shall remain junior, subject and subordinate to the rights of any lender of construction or

end-loan financing, and Developer shall require that any such lender agree in its loan documents for the Project, which the City shall approve, that it release its mortgage and other security if the City causes full payment of outstanding principal interest, costs and penalties attributable to the project to be made to that lender at or after the aforesaid time of failure of Developer to substantially complete and the notice of reverter is given by the City.

4.10 **Discrepancies in Descriptions.** The parties intend that the description of the Hahn Street Property in Exhibit "A", herein includes all of the real property and all interest held by the City therein, including the vacated Hahn Street and the north/south alley within the Subject Property, but not any other alleys or rights-of-way therein. Accordingly, if prior to delivery of the deed under subparagraph 4.5 of this Agreement, it appears that the legal descriptions do not include or correctly describe such real property or interests therein, the legal description thereof shall be modified to correctly describe the same.

4.11 **Other Terms of Conveyance.** This Article shall be governed by and construed in accordance with the laws of the State of Illinois. Time is of the essence of this Agreement.

ARTICLE 5

INDEMNITY

5.1 **Indemnification of City.** Developer agrees to indemnify, pay the City's attorneys' fees for defense if not paid by insurance, 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 and expenses by reason of:

5.1.1 A failure by Developer to perform any obligation provided herein; and

5.1.2 A claim for personal injury or property damage arising by reason of any activity relating to the examination, inspection, measuring or testing or any construction activity on the Subject Property; and

5.1.3 A claim for personal injury or property damage after reverter of the Hahn Street Property or conveyance of the Pauli Property to the City, arising by reason of Developer's construction in or alterations of the Subject Property or change to its environmental condition while Developer held title to those properties; and

5.1.4 Any intentional violation of the Act or other Legal Requirement by Developer;

Hereinafter singly or collectively referred to as a "Claim" for the purpose of this Article, other than a Claim arising out of the City's own negligence. The City shall give Developer notice of any Claim, and with respect to a Claim for moneys owed by Developer to the City, Developer shall make payment of such Claim or contest the same within fifteen (15) days from the date of such notice. In the event Developer does not make timely payment or contest, the City shall have all remedies at law or equity for the collection thereof, including enforcement costs, all of which remedies may be exercised against Developer concurrently or consecutively, or in such other manner and sequence as may be determined by the City.

5.2 **Indemnification of Developer.** City agrees to indemnify, pay the Developer's reasonable attorneys' fees for defense if not paid by insurance, and hold harmless the Developer, its members and officers, from and against all claims, causes of action and suits of every kind and nature, including liabilities, damages, costs and expenses by reason of:

5.2.1 A failure by City to perform any of act required of it under this Agreement;
and

5.2.2 Any violation of the Act or other Legal Requirement by City alleged by a third party;

These are singly or collectively referred to as a "Developer Claim" for the purpose of this Article, other than a Developer Claim arising out of the Developer's own negligence. The Developer shall give City notice of any Developer Claim, and with respect to a Developer Claim for moneys owed by City to Developer, City shall make payment of such Developer Claim or contest the same within fifteen (15) days from the date of such notice. In the event City does not make timely payment or contest, the Developer shall have all remedies at law or equity for the collection thereof, including enforcement costs, all of which remedies may be exercised against City concurrently or consecutively, or in such other manner and sequence as may be determined by the Developer.

5.3 **Required Insurance.** Developer shall purchase and maintain such insurance as may protect Developer; and the City, its officers, agents, and employees as additional insureds, to the extent possible, from the Claims as set forth in paragraph 5.1, and shall provide the City a certificate of insurance for the City's approval within twenty one (21) days after both parties approve this Agreement. The certificates required by this Paragraph shall contain a provision that coverage will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the City. Such certificate shall be delivered to the City prior to Developer, its agents, consultants or contractors entering onto the Hahn Street Property.

ARTICLE 6

PAYMENT OF REAL ESTATE TAXES.

6.1 **Assessed Valuation.** The parties acknowledge that certain assumptions have been made relative to the future market value and assessed valuation of the Subject Property, as

improved pursuant to this Agreement under the Act, and further acknowledge that attaining and maintaining such assessed valuation will have a material impact on the revenues available to amortize tax increment financing costs in the Redevelopment Area in accordance with the Plan. Accordingly, Developer hereby covenants to develop and use the Subject Property as provided herein. This covenant shall run with the land, and be binding and enforceable against Developer's successors and assigns for a period of twenty (20) years.

6.2 **Restrictions.** Developer agrees that while it owns that part of the Subject Property devoted to residential uses and prior to conveyance to the residential users, it will not protest or object to any real estate tax assessment on that part of the Subject Property in any manner that would reduce the assessed value of that part of the Subject Property, except to correct errors of the Assessor. As to the retail premises, the Developer agrees that it or its successor in title, will not protest or object to any real estate tax assessment through the 2013 tax year. Developer further agrees that it will not file any tax rate objection or protest as to the Subject Property through the 2013 tax year.

ARTICLE 7

OCCURRENCES CONSTITUTING PERMITTED DELAYS

7.1 **Permitted Delays.** Performance by Developer hereunder shall not be deemed to be in default where delays or defaults are due to force majeure, the fault of the other party, war, unusual weather conditions, oncoming seasonal weather conditions, significant real estate market conditions for residential condominiums or the inability of Developer to secure construction financing for the 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, and which make it reasonable to delay any date for

performance or construction in the Development Schedule, or Final Completion of the Redevelopment ("Permitted Delays"). An extension of time for any such cause shall be as determined by the City Manager and as required under Section 3.6 hereinabove, and be for no longer than the period of the delay, which period shall commence to run from the time of the commencement of the cause, provided that written notice claiming such extension is sent to the City not more than thirty (30) days after the commencement of the cause or not more than thirty (30) days after the Developer could have first reasonably recognized the commencement of the cause, whichever is later.

ARTICLE 8

TERMINATION

8.1 **Developer's Termination.** The parties agree that the Developer may terminate this Agreement within two (2) years of the City's approval of the Planned Development and upon prior written notice to the City, only if Developer is unable to fund the construction loan for the Redevelopment for the reason that, even after making all reasonable efforts to market the sale of the residential condominiums or lease of retail space in the Redevelopment prior to construction as set out in Section 9.1.2 hereinbelow, the Developer has not met the pre-construction sales or leasing requirements of its construction lender. If Developer terminates pursuant to this Section, the City will reimburse the Developer for any real estate taxes it pays for the Subject Property subsequent to said termination, and the Developer will take appropriate action at the City's option to cause conveyance of the Pauli Property and/or reverter of the Hahn Street Property to the City as provided by the Agreement and the Escrow.

8.2 **City's Termination.** The City may terminate this Agreement for any reason after two (2) years of the City's approval of the Planned Development, upon thirty (30) days

prior written notice to Developer. If the City terminates this Agreement pursuant to this Section, the Developer will take appropriate action at the City's option to cause conveyance of the Pauli Property and/or reverter of the Hahn Street Property to the City as provided by this Agreement and the Escrow.

ARTICLE 9

REMEDIES-LIABILITY

9.1 Remedies.

9.1.1. This Agreement obligates the City to do the following (the "City Obligations"), all subject to the terms and conditions of this Agreement:

- a. Allow the construction lender security in the Hahn Street Property;
and
- b. Convey the Hahn Street Property to the Developer;
- c. Fund the Purchase Price for the Pauli Property; and
- d. Issue permits in accordance with the Legal Requirements, subject to any written agreement by the City to waive or modify fees (collectively, "City Obligation").
- e. Timely processing, review and approval of the Planned Development, including the Preliminary Plan. In the event that processing of the PD through the Plan Commission and City Council results in an increase in construction costs required by the City that would significantly reduce profits as calculated in Sec. 3.12 herein, then the City shall pay that extra cost.

In the event the City fails to reasonably perform any of the City Obligations under this Agreement, the Developer shall have the right, but not the obligation, as its sole and exclusive remedy, to seek specific performance. If Developer is successful in its claim for specific performance, Developer shall also be entitled to reasonable court costs and attorneys' fees associated with pursuing the same.

9.1.2. This Agreement obligates the Developer to do the following (the "Developer Obligations"), all subject to the terms and conditions of this Agreement, as follows:

- a. After approval of the PD, conduct commercially reasonable pre-construction marketing for a minimum of six (6) months, for the residential condominiums and retail space so as to achieve sales and leasing commitments that may be required by the Developer's construction lender for funding of the construction loan; and
- b. Construct the Redevelopment pursuant to the PD and Development Schedule; and
- c. Build and convey to the City the Public Improvements, including but not limited to, the public plaza, streetscape and the 100 public parking spaces.

In the event Developer fails to perform any of the foregoing Developer Obligations or other obligation under this Agreement, except for reasons sufficient for delay under Section 3.6 above, the City shall have the right, but not the obligation, to institute legal action to cure, correct or remedy any Developer Default, to recover damages for any Developer Default, or to obtain any other remedy consistent with the purposes of this Agreement, at law or in equity. In the event City shall institute legal action because Developer breached any of the Developer Obligations,

and a breach shall be established by a final judgment against the Developer after all appeals have been concluded, the City shall be entitled to recover all damages, which will include statutory interest on any sums found to be due from the date when such amount was found to be due until the date such sum is actually paid, and reasonable enforcement costs incurred therefore, including reasonable attorneys' fees and court costs.

9.2 **Curative Periods; Default.** Subject to any extensions of time allowed in this Agreement, failure or delay by either party to perform its obligations hereunder, 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.

9.3 **Other Acts of Default.** In addition to the Developer Obligations, each of the following acts of Developer shall also constitute a breach or default by Developer; breach by Developer of its obligations under the loan documents for funding of construction of the Redevelopment; the filing or execution or occurrence of a petition by Developer seeking any debtor relief; the making of an assignment for the benefit of creditors by Developer; Developer's execution of any instrument for the purpose of effecting a composition of creditors; or adjudication of Developer as bankrupt.

9.4 **Reverter.** In addition to any other remedy available to the City for default of Developer hereunder, upon failure of the Developer to achieve Final Completion of the Redevelopment as provided in this Agreement and in accordance with the Development Schedule, the City may require at its option pursuant to the terms of the Escrow and this Agreement, that the Pauli Property be conveyed to it, and that title to the Hahn Street Property revert to the City pursuant to the terms of the deed restriction and this Agreement. The deed or deeds from the City to the Developer for the Hahn Street Property shall provide that title to the Hahn Street Property may revert to the City at its option upon default by the Developer. At the time of conveyance of the Pauli Property to Developer and the Closing for the Hahn Street Property respectively, the Developer shall deposit into Escrow the deeds conveying those properties to the City.

ARTICLE 10

GENERAL

10.1 **Notice.** All notices and demands required hereunder shall be in writing and shall be deemed given when received upon personal or electronic delivery or three (3) days after deposit in the United States Mail, postage, prepaid, certified, addressed to the parties as follows:

If to the City: Thomas Borchert, City Manager
City of Elmhurst
209 North York Street
Elmhurst, Illinois 60126

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

If to Developer: Morningside Equities Group, Inc.
c/o David Strosberg
223 West Erie Street, Third Floor
Chicago, Illinois 60610

With a copy to: Scott M. Day, Esq.
Day & Robert, P.C.
300 East Fifth Avenue, Ste. 365
Naperville, Illinois 60563

10.2 **Cooperation.** The City and 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.

10.3 **Recording.** At any time after the date on which this Agreement is approved by all parties hereto, the City shall record a Memorandum of this Agreement against the Subject Property. Such Memorandum shall be subject to unilateral termination by Developer upon any termination of this Agreement, upon any uncured default by the City, or upon passage of the time limits as to objection to real estate taxes or assessments, and such termination statement shall be conclusive insofar as expunging the Memorandum of record; provided, however, that such statement of termination shall not be deemed to have waived, released or impaired any obligation of Developer, or any right or remedy of the City provided herein, if the City contends that Developer improperly recorded such statement of termination.

10.4 **Successors and Assigns.** Until the Final Completion of the Redevelopment, neither Developer nor any member of Developer, shall assign or transfer all or any part of its, his or her rights or interest in the Subject Property except as to sales to residential users, and grants of lien against the Subject Property in favor of lenders. The City's prior written approval, which shall not be unreasonably withheld, shall be required for any assignment or transfer as aforesaid to lenders in foreclosure, by deed in lieu of foreclosure, or to a buyer who agrees to undertake and perform the duties and obligations of the Developer under this Agreement.

10.5 **Binding Upon Successors in Interest.** This Agreement shall be binding upon the parties hereto and their respective heirs, successors, administrators, assigns, or other successors in interest.

10.6 **Titles of Paragraphs.** 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.

10.7 **Applicable Law and Jurisdiction.** The parties hereto agree to submit any dispute between them to the jurisdiction of the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois, and the appellate courts therefore. The applicable law shall be the law of the State of Illinois.

10.8 **Amendments.** This Agreement, and any exhibits attached hereto, may be amended only by the mutual written consent of the parties hereto, including the adoption of an ordinance or resolution of the City approving said amendment, as provided by law, and by the execution of the amendment by the parties or their successors in interest.

10.9 **Time of Essence.** Time is of the essence of this Agreement.

10.10 **Entire Agreement**. The terms and conditions set forth in this Agreement and its Exhibits supersede all prior oral and written negotiations, agreements or understandings, and constitute the entire agreement between the City and Developer.

10.11 **Counterparts**. 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

**MORNINGSIDE LLC,
an Illinois Limited Liability Company**

By: _____
Its: _____
(Manager or Member)

LIST OF EXHIBITS

- Exhibit "A" - Legal Description of Subject Property (including the Hahn Street Properties and Pauli Property)**
- Exhibit "B" - Developer's Response to RFP (Preliminary Plan)**
- Exhibit "C" - Development Schedule**
- Exhibit "D" - S.B. Friedman Report**

COUNCIL ACTION SUMMARY

DATE: July 17, 2008

SUBJECT: Ordinance – Approving a Development Agreement with Morningside Hahn LLC and Authorizing Conveyance of Real Estate Thereunder

ORIGINATOR: City Manager / City Attorney

DESCRIPTION OF SUBJECT MATTER:

Attached for Council consideration is an ordinance that approves the Development Agreement (DA) between the City of Elmhurst and Morningside Hahn, LLC, Inc. for the Hahn Street properties. Also attached is a revised draft DA dated July 17, 2008. Revisions are non-substantive and changes made were simple corrections for clarity and accuracy. The DA exhibits, as distributed to the City Council at the meeting of July 7th, have not changed.

The material terms of the DA are as follows:

1. To build a mixed use, retail and residential condominium development at a construction cost of \$36.3 million on the Hahn Street properties and the Pauli property (hereinafter the "Subject Property"); and
2. To purchase the Pauli property in accordance with its purchase contract and include it in the Subject Property; and
3. To construct the redevelopment according to a plan that will be substantially as presented in Morningside's response to the City's RFP and as approved by the City in general conformity to that response with changes therein as are approved by the City through the Planned Development zoning process. The site plan as originally presented remains unchanged, however, the number of condo units increases from 82 to 102 units, the number of townhomes remains unchanged, and the total number of residential parking spaces decreases from 223 to 175 (109 units x 1.6 cars/unit = 175 proposed spaces).
4. The developer will agree to restrict 80% of the retail space to uses generating sales tax as defined by the DA; and
5. Developer will agree to restrict its ability to challenge real estate tax assessments or rates for the Subject Property; and
6. The developer will remediate the contamination of the Pauli Property; and
7. The developer will insure and indemnify the City against claims arising during construction of the redevelopment or as a result of the DA; and
8. Developer will secure its performance obligations under the DA by letters of credit, bonds, liens in favor of the City and the right of reverter or some combination thereof as the City determines; and
9. The developer will pay the City a share of its "excess profits" according to this formula:
 - 12.5% from 10% to 12.5% Internal Rate of Return ("IRR")
 - 40% if IRR is over 12.5% to 15%
 - 50% if IRR is over 15%; and

10. The developer will construct public improvements including retail parking spaces, 100 public parking spaces, a plaza and streetscaping.

The City's obligations will be:

1. To convey the Hahn Street properties to the developer; and
2. Pay \$2.1 million or less to the developer to reimburse him for the cost of purchasing the Pauli property based upon an appraisal by an appraiser chosen by the City; and
3. Pay from TIF funds for the permit fees, zoning application fees, real estate transfer tax and impact fees; and
4. Establish an escrow account into which the City's payment for the Pauli property and the construction loan proceeds will be deposited and paid out for construction. Reports to the City and an accountant's review of that escrow account will insure that amount of "excess profits" paid to the City are correctly calculated; and
5. a If the developer defaults under the DA, the City may require reverter of title or recover on bonds or letters of credit provided by Morningside.