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

- 1. Executive Session 7:00 p.m. – Land Acquisition, Disposition, Personnel & Litigation (Conf. Room #2)**
- 2. Call to Order/Pledge of Allegiance/Roll Call**
- 3. Receipt of Written Communications and Petitions from the Public**
- 4. Public Forum**
- 5. Consent Agenda**
  - a. Minutes of Regular Meeting Held on Monday, July 6, 2009 (City Clerk Spencer): Approve as published
  - b. Minutes of the Executive Session Held on Monday, June 1, 2009 (City Clerk Spencer): Receive and place on file
  - c. Minutes of the Executive Session Held on Monday, July 6, 2009 (City Clerk Spencer): Receive and place on file
  - d. Accounts Payable – July 20, 2009 Total \$1,450,043.08
  - e. Report – Liquor License Ordinance for Flight 112 Wine House (PA&S)
  - f. Report – Request for Proposal for Wireless Radio Alarm Network (PA&S)
  - g. Report – District 205 Foundation Request for Temporary Use and Event Permit and Use of City Property (PA&S)
  - h. Report – Revisions to the Cooperation Agreement Between the City of Elmhurst and the Elmhurst Heritage Foundation (PA&S)
  - i. Report – 2001 General Obligation Bond Issue Partial Refunding (F,CA&AS)
  - j. Report – Automated Parking Equipment (F,CA&AS)
  - k. O-22-2009 – An Ordinance Making Appropriations for Special Service Area Number Six of the City of Elmhurst for the Fiscal year Beginning May 1, 2009 and Ending April 30, 2010
  - l. O-23-2009 – An Ordinance Making Appropriations for Special Service Area Number Seven of the City of Elmhurst for the Fiscal year Beginning May 1, 2009 and Ending April 30, 2010
  - m. MCO-13-2009 – An Ordinance Establishing Wastewater Treatment Rates for Private Well Users
  - n. MCO-14-2009 – An Ordinance Amending Section 44.74 Entitled, "Yield Right-of-Way Streets" of Article V Entitled, "Driving, Overtaking and Passing" of Chapter 44 Entitled, "Motor Vehicles and Traffic" and Amending Section 44.92 Entitled, "Stop Intersections Enumerated" of Article VI Entitled, "Special Stops" of Chapter 44 Entitled, "Motor Vehicles and Traffic" of the Municipal Code of the City of Elmhurst, Illinois
  - o. MCO-15-2009 – An Ordinance Amending Section 36.09, Entitled "Classification of Licenses," Section 36.10, Entitled "Terms; Fees," and Section 36.11, Entitled "Limitation on Number of Licenses," of Article II, Entitled "Retail Licenses," of Chapter 36, Entitled "Liquor," of the Municipal Code of Ordinances of the City of Elmhurst, DuPage and Cook Counties, Illinois
  - p. ZO-04-2009 – An Ordinance Rezoning the Property Commonly Known as 621 West North Avenue (Formerly 313 N. Route 83)
  - q. ZO-05-2009 – An Ordinance Granting an Amendment to a Conditional Use Permit for the Purpose of Site Development and to Construct New Structures and Additions for the School and Church on the Property Commonly Known as 779 South York Street (Visitation Church)

- r. R-14-2009 – A Resolution Authorizing the Execution of a Contract Between the City of Elmhurst, Illinois, and Winkler's Tree and Landscaping, Inc. for the 2009 Arbotect Fungicide Injections of American Elms
- s. R-15-2009 – A Resolution Authorizing the Execution of an Intergovernmental Agreement Between the Village of Villa Park and the City of Elmhurst

## **6. Committee Reports**

- a. Report – Larch Avenue Parking Deck Architectural Design and Construction Management Services (PW&B)
  1. Majority Report
  2. Minority Report
- b. Report – Joint Park District/City Committee (F,CA&AS)

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

- a. Updates (Mayor DiCianni)

## **8. Ordinances**

- a. O-29-2009 – An Ordinance Establishing Special Service Area Number Twelve of the City of Elmhurst (Gladys Avenue)

## **9. Other Business**

- a. Approval by motion of I.U.O.E. Union/City Agreement Amendment

## **10. Announcements**

## **11. Adjournment**

### **PLEASE NOTE:**

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

VOW

MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF THE ELMHURST, ILLINOIS  
HELD ON MONDAY, JULY 6, 2009  
209 NORTH YORK STREET  
ELMHURST, ILLINOIS

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**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF ELMHURST, ILLINOIS  
HELD ON MONDAY, JULY 6, 2009  
209 NORTH YORK STREET  
ELMHURST, ILLINOIS**

**EXECUTIVE SESSION 7:00 P.M. – LAND ACQUISITION, LAND DISPOSITION,  
PERSONNEL AND LITIGATION**

1. Executive session was called to order at 7:09 p.m. by Mayor DiCianni for the purpose of discussing Land Acquisition, Land Disposition, Personnel and Litigation.

Present: Diane Gutenkauf, Paula Pezza, Pat Shea, Norman Leader, Michael J. Bram, Stephen Hipkind, Kevin L. York, Chris Nybo, Chris Healy, Steve Morley, Mark A. Mulliner, Patrick Wagner

Absent: Susan J. Rose, Jim Kennedy

Also in attendance: City Treasurer Dyer, City Attorney Storino, City Manager Borchert

Alderman York moved to convene into executive session for the purpose of discussing Land Acquisition, Land Disposition, Personnel and Litigation. Alderman Pezza seconded. Roll call vote:

Ayes: York, Pezza, Gutenkauf, Shea, Leader, Bram, Hipkind, Healy, Morley, Mulliner, Wagner

Nays: None

12 yeas, 0 nays, 2 absent  
Motion duly carried

Alderman Morley moved to adjourn executive session. Alderman Hipkind seconded. Voice vote. Motion carried. Executive session adjourned at 7:46 p.m.

**CALL TO ORDER/ PLEDGE OF ALLEGIANCE/ROLL CALL**

Attendance: 87

2. The Regular Meeting of the Elmhurst City Council was called to order by Mayor DiCianni at 8:00 p.m.

Present: Diane Gutenkauf, Paula Pezza, Pat Shea, Norman Leader, Michael J. Bram, Stephen Hipkind, Kevin L. York, Chris Nybo, Chris Healy, Steve Morley, Mark A. Mulliner, Patrick Wagner

Absent: Susan J. Rose, Jim Kennedy

Also in Attendance: City Treasurer Dyer, City Attorney Storino, City Manager Borchert, Finance & Administration Director Gaston, Assistant Finance Director Trosien, Police Chief Neubauer, Deputy Police Chief Doherty

**PRESENTATION OF "MAYOR FOR THE DAY" FIRST & SECOND PLACE WINNERS**

3. Mayor DiCianni called Deputy Police Chief Doherty to the podium to acknowledge the winners of the Mayor for a Day contest.

Deputy Chief Doherty stated there were 700 applicants from which one winner was chosen as well as one runner-up. He thanked all the generous sponsors of the contest. Deputy Chief Doherty invited Agent Bob Walker of the FBI to introduce second place winner, Lauren Villips.

Agent Walker reviewed Lauren's essay and congratulated her with a gift from the FBI along with a certificate and \$500 scholarship from Elmhurst College.

Deputy Chief Doherty reviewed the gifts that the winner of the Mayor for the Day contest receives, including a \$1,000 scholarship from Elmhurst College.

Deputy Chief Doherty was joined at the podium by Mayor DiCianni and Brad Martin, Mayor for the Day. Mayor for the Day Martin read his winning essay to the Council.

Mayor DiCianni congratulated Brad and Lauren and invited them to meet the City Council.

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

4. Michelle Dwyer of 352 Shady Lane in Elmhurst sent an email to Aldermen Leader and Shea that was submitted to Clerk Spencer during this portion of the meeting. The email discussed her opposition to the rezoning of the property at the intersection of North Avenue and IL Route 83 and the importance of this gateway to the community.

A petition entitled *East End Park/Pool Area Neighborhood Safety Petition* was also submitted during this portion of the meeting. The petition, which was signed by fifty-five (55) residents, addressed traffic and parking safety issues surrounding East End Park as well as offered suggestions as to how to alleviate those problems.

**PUBLIC FORUM**

5. Terry Pastika  
Citizens Advocacy Center  
182 N. York St.  
Elmhurst, IL 60126

Spoke regarding the election process of the City Centre. She stated about a year ago she requested a list of property owners from the City Centre and nothing has come forward. Ms. Pastika asked Council to exercise oversight on the City Centre regarding their compliance of their by-laws.

Mark Wilson  
365 River Glen  
Elmhurst, IL 60126

Thanked the City for the spraying against Gypsy moths. He stated there is evidence that there is not the same devastation as in previous years. He also asked Council to consider the rights of the land owners when voting on the request for map amendment.

Todd Benson  
391 River Glen  
Elmhurst, IL 60126

Spoke of the *Request for Map Amendment at Route 83* and the recommendation of the Development, Planning and Zoning Committee to zone it C2. He stated that is not in the best interest of Elmhurst.

Scott Budinger  
393 Shady Lane  
Elmhurst, IL 60126

Spoke of the *Request for Map Amendment at Route 83* and the recommendation by the Development, Planning and Zoning Committee, stating this will give the developer uncontrolled development.

Bernard Johnson  
355 River Glen  
Elmhurst, IL 60126

Spoke opposing the Development, Planning and Zoning Committee recommendation to zone the property C2.

Lena Benson  
391 River Glen  
Elmhurst, IL 60126

Spoke opposing the Development, Planning and Zoning Committee recommendation to zone the property C2.

Dean March  
330 River Glen  
Elmhurst, IL 60126

Spoke opposing the Development, Planning and Zoning Committee recommendation to zone the property C2. He asked Council to vote no.

Lance Martin  
414 Shady Lane  
Elmhurst, IL 60126

Spoke opposing the Development, Planning and Zoning Committee recommendation to zone the property C2.

**CONSENT AGENDA**

6. The following items on the Consent Agenda were presented:
- a. MINUTES OF REGULAR MEETING HELD ON MONDAY, JUNE 15, 2009 (City Clerk Spencer): Approve as published
  - b. MINUTES OF THE EXECUTIVE SESSION HELD ON MONDAY, JUNE 15, 2009 (City Clerk Spencer): Receive and place on file
  - c. MINUTES OF THE SPECIAL MEETING HELD ON SATURDAY, JUNE 20, 2009 (City Clerk Spencer): Approve as published
  - d. ACCOUNTS PAYABLE – JUNE 30, 2009 TOTAL \$2,890,703.71
  - e. BIDS, PROSPECT AVENUE PUBLIC UTILITY IMPROVEMENT (City Clerk Spencer): Refer to the Public Works and Buildings Committee

June 16, 2009

TO: Mayor DiCianni and Members of the City Council  
RE: Bids, Prospect Avenue Public Utility Improvement

In response to an invitation to bid for the Prospect Avenue Public Utility Improvement advertised in the Elmhurst Press on Friday, May 29, 2009, bids were received from fifteen (15) area contractors.

Bids were opened at 10:00 a.m. on Tuesday, June 16, 2009, and following is a summary of the bids received:

<u>Contractor</u>	<u>Total Cost</u>
Neri Brothers Construction, Inc. (Roselle, IL)	\$297,096.70
Archon Construction Company, Inc. (Addison, IL)	\$299,450.00
Kings Point General Cement, Inc. (Bensenville, IL)	\$304,134.00
John Neri Construction Company (Addison, IL)	\$311,800.40
Trine Construction Corporation (West Chicago, IL)	\$319,370.75
Vian Construction Company, Inc. (Elk Grove Village, IL)	\$321,686.95

J. Congdon Sewer Services, Inc. (Carol Stream, IL)	\$333,765.00
Swallow Construction Corporation (Downers Grove, IL)	\$338,000.00
Patnick Construction, Inc. (Bensenville, IL)	\$339,129.00
Cabo Construction Corporation (Chicago, IL)	\$345,149.00
Riccio Construction Corporation (Palos Park, IL)	\$354,471.00
Cerniglia Company (Melrose Park, IL)	\$360,411.40
Brothers Asphalt Paving, Inc. (Addison, IL)	\$377,910.00
Apollo Trenchless, Inc. (Lombard, IL)	\$394,594.20
Gerardi Sewer and Water (Norridge, IL)	\$575,937.25

Respectfully submitted,  
/s/ Patty Spencer  
City Clerk

- f. CITYWIDE EVANGELICAL WORSHIP SERVICE – REQUEST TO USE CITY PROPERTY  
(City Manager Borchert): Refer to the Public Affairs and Safety Committee

June 29, 2009

To: Mayor Marcucci and Members of the City Council  
Re: Citywide Evangelical Worship Service – Request to Use City Property

It is respectfully requested that the attached request from the evangelical Elmhurst church community to conduct a community worship and call to service event in the Elmhurst City Centre on Sunday, September 13, 2009 following the last scheduled City Centre concert series Saturday night program September 12, 2009, be referred to the Public Affairs and Safety Committee for their review, evaluation and subsequent recommendation for the City Council's consideration.

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

- g. DISTRICT 205 FOUNDATION REQUEST FOR TEMPORARY USE AND EVENT PERMIT AND USE OF CITY PROPERTY (City Manager Borchert): Refer to the Public Affairs and Safety Committee

June 29, 2009

To: Mayor Marcucci and Members of the City Council  
Re: District 205 Foundation Request for Temporary Use and Event Permit and Use of City Property

It is respectfully requested that the attached request from Elmhurst District 205 to use the City municipal parking lot on the west side of Addison between First and Second Streets for a fund raising event be referred to the Public Affairs and Safety Committee for their review, evaluation and subsequent recommendation for City Council action.

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

- h. REPORT – PROSPECT AVENUE PUBLIC UTILITY IMPROVEMENT The following report of the Public Works and Buildings Committee was presented:

June 22, 2009

TO: Mayor DiCianni and Members of the City Council  
RE: Prospect Avenue Public Utility Improvement

The Public Works and Buildings Committee met on Monday, June 22, 2009 to review bids received for the installation of sanitary sewer and watermain on Prospect Avenue from Brush Hill Road to Arbor Drive. The fifteen (15) bids received from area contractors are summarized on Attachment "A".

The bids received will provide for the installation of 1,050 lineal feet of eight-inch sanitary sewer pipe, 980 lineal feet of eight-inch ductile iron watermain and the installation of eighteen (18) water and sanitary sewer services from the main to the right of way limit. Other work will include pavement removal, 300 tons each of bituminous asphalt surface and binder course to reconstruct the road as it currently exists, parkway restoration, traffic control and all other related work necessary to complete the project.

Neri Brothers Construction, Inc., of Roselle, IL, submitted the lowest responsible bid meeting all of the bidding requirements. Neri Brother's bid was \$297,096.70. Neri Brothers Construction has completed work for The Village of Lombard, Village of Orland Park and Addison High School District 88 in a satisfactory manner.

Monies for this work have been provided in the FY 2009/2010 Budget, in account numbers 510-6052-501-80-12 and 510-6056-502-80-13 each in the amount of \$275,000.00. Financing for this project is being provided through a Special Service Area (SSA). The City will be reimbursed 100 percent of its' costs over the next 10 years.

It is, therefore, the recommendation of the Public Works and Building Committee that the low bid from Neri Brothers Construction in the amount of \$297,096.70 for the installation of sanitary sewer and watermain on Prospect Avenue, be accepted.

Respectfully submitted,  
Public Works and Building Committee

/s/ Jim Kennedy  
Chairman

/s/ Michael J. Bram  
Vice-Chairman

/s/ Pat Shea

/s/ Chris Healy

- i. REPORT – ST. CHARLES ROAD INTERGOVERNMENTAL AGREEMENT WITH VILLA PARK The following report of the Public Works and Buildings Committee was presented:

June 22, 2009

TO: Mayor DiCianni and Members of the City Council  
RE: St. Charles Road Intergovernmental Agreement with Villa Park

The Public Works and Buildings Committee met on Monday, June 22, 2009 to discuss an intergovernmental agreement with Villa Park for the St. Charles Road Resurfacing Project.

The entire project consists of the resurfacing St. Charles Road from Westmore Avenue to Illinois Route 83, and is being completed by the Village of Villa Park as part of the Federal Surface Transportation Program (STP) with a 70% Federal/ 30% Local Agency cost share. The City of

Elmhurst is responsible for the north half of the St. Charles Road pavement from Illinois Route 83 to Villa Avenue.

Elmhurst will reimburse Villa Park for its proportionate share of the construction costs, an estimated amount of \$60,800. Actual costs will be based on contract unit prices and actual quantities. \$75,000 is budgeted in account 110-6041-432-80-15 for this project.

It is the recommendation of the Public Works and Buildings Committee that the intergovernmental agreement for the St. Charles Road Resurfacing Project be approved.

Respectfully submitted,  
Public Works and Building Committee

/s/ Jim Kennedy  
Chairman

/s/ Michael J. Bram  
Vice-Chairman

/s/ Pat Shea

/s/ Chris Healy

- j. REPORT – TIERED APPROACH AUTHORITY AGREEMENT The following report of the Public Works and Buildings Committee was presented:

June 22, 2009

TO: Mayor DiCianni and Members of the City Council

RE: Tiered Approach Authority Agreement

The Public Works and Buildings Committee met on Monday, June 22, 2009 to review a request from Mr. Thomas Leach, owner of the "Gas Stop", that the City enter into a Tiered Approach Authority Agreement (TACO) with regard to the York Street Right-of-Way adjacent to the gas station located at 575 South York Street.

A Tiered Approach to Corrective Action Objectives ("TACO") Agreement is intended, among other things to, insure that a physical barrier such as roadway pavement cover the contaminated soil to prevent contact with the environment and humans. The Agreement does not oblige the City to forever maintain the pavement in the York Street Right-of-Way nor would it prevent maintenance on the roadway or utilities lying within the right-of-way; the City would merely need to provide notice to those firms and their employees who might be exposed to the contaminated soil if such work is performed. Any removal of contaminated soil would be at the expense of Mr. Leach and not the City. The Illinois Brownfields Law allows for sites that have undergone environmental remediation and analysis due to underground storage tank leakage to enter into Agreement with the local highway authority when the contamination has migrated from the property to a public right-of-way; doing so avoids the need to excavate and remove the contaminated soils and to replace the pavement.

In addition to the notice that the City is obliged to give to utilities or other firms working in the right-of-way, the Agreement must prohibit the potable use of ground water from the contaminated soils. Installation of such wells is already prohibited by *Section 7.02* of the City Code, the only exception being wells installed by the City. While the City does maintain wells as a back up to its supply of water from the DuPage Water Commission, there are no plans for the installation of any wells and certainly not at this particular site.

The Agreement also provides 1) that the City is to be held harmless for any future problems associated with the contaminated soil; 2) that the City be reimbursed for legal fees incurred in the review and revision of the Agreement in an amount not to exceed \$2,500.00 and 3) that should a court determine that the City has breached the Agreement, the amount of damages recoverable is limited to \$5,000.00.

Attorney Spiroff noted that the City Council has entered into several Highway Authority Agreements, the first being in connection with the Elmhurst Camera Property a number of years ago, with Elmhurst Ford in 2001 and 2003 and with what was at the time the Pauli Amoco Station at 260

N. York Street in 2001. The Agreement attached to the Committee report is the same or similar to prior such Agreements entered into by the City.

The gas station has been remediated and the Illinois Environmental Protection Agency is prepared to issue an NFR letter provided the City enters into the TACO Agreement. He further stated that the contaminant concentrations in the soil and group water beneath the York Street pavement would be reduced by active remediation or through natural attenuation to levels that would be suitable for residential use, at which time the Illinois Environmental Protection Agency would amend the NFR determination to reflect that the soils are suitable for residential use. In that there would be little opportunity for exposure of the contaminants, the fact that City's obligations under the Agreement are minimal and that the issuance of an NFR letter will allow Mr. Leach to secure the NFR letter from the IEPA, it is the Committee's opinion that the City should enter into the Highway Authority Agreement.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the City enter into the TACO with Mr. Leach in the form attached to this report and that the City Attorney be directed to prepare a Resolution approving such Agreement.

Respectfully submitted,  
Public Works and Building Committee

/s/ Jim Kennedy

Chairman

/s/ Michael J. Bram

Vice-Chairman

/s/ Pat Shea

/s/ Chris Healy

- k. REPORT – 2009 CONCRETE PAVEMENT PATCHING PROGRAM The following report of the Public Works and Buildings Committee was presented:

June 22, 2009

TO: Mayor DiCianni and Members of the City Council

RE: 2009 Concrete Pavement Patching Program

The Public Works and Buildings Committee met on Monday, June 22, 2009 to review bids received for the 2009 Concrete Pavement Patching Program. The bids are summarized on Attachment "A".

The work consists of the removal and replacement of deteriorated concrete pavement, curb, and gutter at various locations throughout the City and to replace concrete that was removed when repairs were made to water mains and fire hydrants.

G & M Cement Construction, Inc., of Addison, Illinois submitted the lowest responsible bid meeting all of the bidding requirements. G & M Cement Construction, Inc., has performed similar work for the City of Elmhurst and other municipalities previously, and the work was completed in a satisfactory manner.

Monies for this project have been provided in the FY2009/10 General Fund budget in account number 110-6041-432-30-11 in the amount of \$100,000 to repair deteriorated concrete pavement. Monies are provided in the Municipal Utility Fund budget in account number 510-6052-501-30-11 in the amount of \$25,000 for the work associated with the water distribution system. The work will be completed per the Schedule of Unit Prices provided on Attachment "B".

The Committee noted the advantageous pricing in G & M Cement's bid and was desirous of taking advantage of it. However, the Committee is also mindful of the current fiscal challenges the City faces. Therefore, it was determined that the City should spend more than the bid of \$89,685 but less than the budgeted amount of \$125,000. The Committee determined it would be appropriate to authorize work up to \$100,000.

It is therefore, the recommendation of the Public Works and Buildings Committee that the bid and Schedule of Unit Prices from G & M Cement Construction, Inc., for the 2009 Concrete Pavement Patching Program in an amount not to exceed \$100,000 be accepted.

Respectfully submitted,  
Public Works and Building Committee

/s/ Jim Kennedy  
Chairman

/s/ Michael J. Bram  
Vice-Chairman

/s/ Pat Shea

/s/ Chris Healy

- l. REPORT – PRIVATE PROPERTY PROTECTION PROGRAM BUDGET The following report of the Public Works and Buildings Committee was presented:

June 29, 2009

To: Mayor DiCianni and Members of the City Council  
Re: Private Property Protection Program Budget

The Public Works and Buildings Committee met on June 29, 2009 to discuss the status of the Private Property Protection Program budget. The current budget for the Private Property Protection Program is \$15,000. This is a program that assists homeowners in the installation of a sewer design that is less likely to allow sanitary sewer backups into the home and protect the sanitary collection system from additional surcharging due to footing drains or groundwater entering the system. However, the recent heavy rains have resulted in a spike in interest in the program from citizens who are experiencing frequent sanitary sewer basement backups. Interest in the program has risen such that the budget is now depleted for the year.

Because of the very competitive bidding market recent bids have come in the lower than the projected budget amounts. As a consequence the Sanitary Sewer Repair line has funds that will likely not be spent on current sewer repair projects and so has additional funds available to be used for the Private Property Protection Program.

Staff are requesting that \$30,000 in the Sanitary Sewer budget line item 510-6056-502.80-13 be allowed to be used for the Private Property Protection Program to fund in place requests for sewer installations and to meet the continuing demand for this program.

It is the recommendation of the Public Works and Buildings Committee that \$30,000 in the Sanitary Sewer budget line item 510-6056-502.80-13 be used to fund Private Property Protection Program projects for the remainder of FY09-10.

Respectfully submitted,  
Public Works and Building Committee

/s/ Jim Kennedy  
Chairman

/s/ Michael J. Bram  
Vice-Chairman

/s/ Pat Shea

/s/ Chris Healy

- m. REPORT – WWTP EMERGENCY SLUICE GATE REPAIR The following report of the Public Works and Buildings Committee was presented:

June 29, 2009

To: Mayor DiCianni and Members of the City Council  
Re: WWTP Emergency Sluice Gate Repair

The Public Works and Buildings Committee met on June 29, 2009 to discuss proposals for the emergency repairs to the wastewater plant influent sluice gate.

The gate was installed in 1989 and is used to throttle the flows to the influent pumping station. The gate position is frequently moving to either close and limit flows to the station pumping limit or opening to sustain maximum design flows. Because of the frequent moving and weakening due to corrosion the connection to the gate broke from of the operator shaft. Temporary repairs were

completed by staff allowing the gate to be put back into service. Staff are now seeking to replace the gate with a new gate.

Funds were budgeted in the FY09-10 Capitol Budget for this project. During the original design, prices were obtained for labor and materials and were budgeted in the Capitol Budget. That expected total was \$50,000.

In May proposals for this project were received from three area contractors. Those proposals are;

Contractor	Amount
Concord Construction Services Lake Zurich Illinois	\$75,600.00
Dahme Mechanical Arlington Heights Illinois	\$145,350.00
Bowen Engineering Crown Point Indiana	\$159,539.00

When reviewing the amounts staff found that the costs for the needed by-pass pumping were significantly underestimated. Though the project is planned for a low flow time the possibility of high flows being received must be anticipated and preparations in place to accommodate that event.

The influent gate is critical to the operation of the plant. If the gate were to fail at a peak flow period significant damage to the influent pumps could occur or flows to the plant would be restricted and the plant could not achieve full capacity flows.

For those reasons staff is seeking approval to use funds in the Sewer Repairs Budget to partially fund the Emergency Sluice Gate Repairs project and proceed with the repairs. Due to a very competitive bidding climate the Sewer Repair Budget line has funds that will not be spent this fiscal year and can be re-directed to this project.

It is the recommendation of the Public Works and Buildings Committee that funds in the total of \$26,000 in the Sanitary Sewer Repair Budget, 510-6056-502-80.13 be used to partially fund the WWTP Emergency Sluice Gate Repair (Line number 510-6057-502-80.20) and that Concord Construction Services be notified to proceed with the emergency repairs when flow conditions allow the work to be completed.

Respectfully submitted,  
Public Works and Building Committee

/s/ Jim Kennedy  
Chairman

/s/ Michael J. Bram  
Vice-Chairman

/s/ Pat Shea

/s/ Chris Healy

- n. REPORT – DISPOSITION OF STOP SIGN REQUEST PARKSIDE AND MCKINLEY AVENUES The following report of the Public Affairs and Safety Committee was presented:

June 22, 2009

To: Mayor DiCianni and Members of the City Council  
RE: Disposition of Stop Sign Request Parkside and McKinley Avenues

The Public Affairs and Safety Committee met on June 22, 2009 to discuss the status of the request for Stop Signs at the intersection of Parkside and McKinley Avenues.

In response to a neighborhood request, the City Engineering Division performed a study at the subject intersection. The request was for stop signs at the intersection. Staff review finds poor sight distance at the southeast corner of the intersection of Parkside and McKinley Avenues. According to "Proposed Warrants for Low Volume Intersection Traffic Control", this intersection meets the warrants for stop control. Staff recommendation is to replace the existing yield signs with stop signs

on the McKinley Avenue approaches to Parkside Avenue. The Public Affairs and Safety Committee concurs with the City Engineering recommendation.

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 provide Stop Signs at the intersection of Parkside and McKinley Avenues.

Respectfully submitted,  
Public Affairs and Safety Committee  
/s/ Patrick Wagner  
Chairman  
/s/ Chris Nybo  
Vice-Chairman  
/s/ Paula Pezza

- o. REPORT – YORKFIELD AND FERN AVENUES STOP SIGN STUDY The following report of the Public Affairs and Safety Committee was presented:

June 22, 2009

To: Mayor DiCianni and Members of the City Council  
RE: Yorkfield and Fern Avenues Stop Sign Study

The Public Affairs and Safety Committee met on June 22, 2009 to discuss the status of the request for Stop Signs at the intersection of Yorkfield and Fern Avenues.

In response to a neighborhood request, Brent Coulter of Coulter Transportation Consulting reviewed the intersection of Colfax Avenue and Adams Street. The request was to install stop signs at the intersection. Mr. Coulter's findings cite that yield signs are warranted based on existing intersection sight distances of 80 feet at the southeast corner. City Engineering recommendation is that yield signs be placed on the Fern Avenue approach to Yorkfield Avenue. The Public Affairs and Safety Committee concurs with the City Engineering recommendation.

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 provide Yield Signs at the intersection of Yorkfield and Fern Avenue.

Respectfully submitted,  
Public Affairs and Safety Committee  
/s/ Patrick Wagner  
Chairman  
/s/ Chris Nybo  
Vice-Chairman  
/s/ Paula Pezza

- p. REPORT – COLFAX AVENUE AND ADAMS STREET STOP SIGN STUDY The following report of the Public Affairs and Safety Committee was presented:

June 22, 2009

To: Mayor DiCianni and Members of the City Council  
RE: Colfax Avenue and Adams Street Stop Sign Study

The Public Affairs and Safety Committee met on June 22, 2009 to discuss the status of the request for Stop Signs at the intersection of Colfax Avenue and Adams Street.

In response to a neighborhood request, Brent Coulter of Coulter Transportation Consulting reviewed the intersection of Colfax Avenue and Adams Street. Mr. Coulter's findings cite that yield signs are warranted based on existing intersection sight distances of between 80 and 100 feet. City Engineering recommendation is that yield signs be placed on the Colfax Avenue approaches to Adams Street. The Public Affairs and Safety Committee concurs with the City Engineering recommendation.

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 provide Yield Signs at the intersection of Colfax Avenue and Adams Street.

Respectfully submitted,  
Public Affairs and Safety Committee  
/s/ Patrick Wagner  
Chairman  
/s/ Chris Nybo  
Vice-Chairman  
/s/ Paula Pezza

- q. REPORT – DISPOSITION OF YIELD SIGN REQUEST HILLSIDE AND MCKINLEY AVENUES The following report of the Public Affairs and Safety Committee was presented:

June 22, 2009

To: Mayor DiCianni and Members of the City Council  
RE: Disposition of Yield Sign Request Hillside and McKinley Avenues

The Public Affairs and Safety Committee met on June 22, 2009 to discuss the status of the request for Yield Signs at the intersection of Hillside and McKinley Avenues.

In response to a neighborhood request, the City Engineering Division performed a study at the subject intersection. The request was for yield signs at the intersection. Staff review finds moderate sight distance between 70 and 110 feet at this low-volume intersection. According to "Proposed Warrants for Low Volume Intersection Traffic Control", this intersection meets the warrants for yield control. Staff recommendation is to install yield signs on the Hillside Avenue approaches to McKinley Avenue. The Public Affairs and Safety Committee concurs with the City Engineering recommendation.

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 provide Yield Signs at the intersection of Hillside and McKinley Avenues.

Respectfully submitted,  
Public Affairs and Safety Committee  
/s/ Patrick Wagner  
Chairman  
/s/ Chris Nybo  
Vice-Chairman  
/s/ Paula Pezza

- r. REPORT – LINDEN AVENUE AND CHURCH STREET STOP SIGN REQUEST The following report of the Public Affairs and Safety Committee was presented:

June 22, 2009

To: Mayor DiCianni and Members of the City Council  
RE: Linden Avenue and Church Street Stop Sign Request

The Public Affairs and Safety Committee met on June 22, 2009 to discuss the status of the request for Stop Signs at the intersection of Linden Avenue and Church Street.

In response to a neighborhood request, Brent Coulter of Coulter Transportation Consulting reviewed the intersection of Linden Avenue and Church Street. Based on criteria set forth in "Proposed Warrants for Low Volume Intersection Traffic Control", stop signs are warranted on southbound Linden Avenue (at the north leg of the intersection) and northbound Linden on the south leg. In accordance with Mr. Coulter's findings, City Engineering staff recommends that option 1 as presented within the report be approved. Option 1 supports the observed school walk route and includes stop sign installation, crosswalk and stop bar striping, as well as sidewalk improvements to facilitate safe pedestrian crossings. The Public Affairs and Safety Committee concurs with the City Engineering recommendation.

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 provide stop signs on southbound Linden Avenue (at the north leg of the intersection) and northbound Linden on the south leg. Additionally, to facilitate safe pedestrian crossings, the installation of crosswalk and stop bar striping on the school walk route.

Respectfully submitted,  
Public Affairs and Safety Committee  
/s/ Patrick Wagner  
Chairman  
/s/ Chris Nybo  
Vice-Chairman  
/s/ Paula Pezza

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

June 23, 2009

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

The Finance, Council Affairs and Administrative Services Committee met June 22, 2009, to review a proposed sewerage treatment rate adjustment to those customers served by private water wells.

Currently, the City provides sewerage collection and treatment services for 24 customers who have private wells. Since the City lacks a metering device for water service to these customers, sewerage treatment charges are based on approximate citywide averages. Basically, the proposed fee for private well users has been adjusted in the same proportion as the City's water and sewerage treatment customers. The bi-monthly proposed and existing rates are indicated below:

	Proposed <u>Rate</u>	Current <u>Rate</u>
Residential*	\$ 65.10	\$ 60.76
Commercial*	\$ 65.10	\$ 60.76

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

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

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council direct the City Attorney to prepare an amendment to the Municipal Code of Ordinances to establish a bi-monthly service charge for sewerage treatment of \$65.10 for customers with private water wells.

Respectfully submitted,  
Finance, Council Affairs and  
Administrative Services Committee  
/s/ Stephen Hipskind  
Chairman  
/s/ Kevin York  
Vice-Chairman  
/s/ Mark Mulliner  
/s/ Diane Gutenkauf

- t. REPORT – WATER AND SEWER RATES FOR ELMHURST RESIDENTS ON WRIGHTWOOD AVENUE The following report of the Finance, Council Affairs and Administrative Services Committee was presented:

June 23, 2009

To: Mayor DiCianni and Members of the City Council  
Re: Water and Sewer Rates for Elmhurst Residents on Wrightwood Avenue

The Finance, Council Affairs and Administrative Services Committee met twice, most recently June 22, 2009, to consider the referral from Alderman Bram to review water and sewer rates for Elmhurst residents on Wrightwood Avenue.

In 1990, a voluntary annexation petition was filed with the City of Elmhurst for seven parcels of land on the north side of Wrightwood Avenue (277-301 E. Wrightwood Avenue), which were located in unincorporated Country Club Highlands, abutting the City's northeast corner. The attorney for the property owners stated in documents submitted to the City that the owners recognized that they would be serviced by Citizens Utility (now Illinois American Water Company) for water and sewer. The committee report recommending the voluntary annexation, which was approved August 6, 1990, also stated that these properties are serviced by Citizens Utility for water and sewer. The annexation ordinance O-01-91 was approved by the City Council on February 19, 1991.

Illinois American Water Company (IAWC) provides water distribution and wastewater collection services for several Facility Planning Areas (FPA) in Illinois, including the FPA commonly known as Country Club Highlands, which includes the properties on Wrightwood Avenue. The City has two contracts with IAWC with regard to the Country Club Highlands FPA. One contract is a wheeling agreement to "wheel" Lake Michigan water from DuPage Water Commission through Elmhurst to IAWC's water pumping station for the Country Club Highlands area. The second contract is for wastewater treatment. The IAWC infrastructure collects wastewater and delivers it through a metering station to the City's sewer infrastructure for treatment at the City's wastewater treatment plant. The IAWC is invoiced monthly for both services provided by Elmhurst.

IAWC is a private for-profit utility company, and its water and sewer rates are regulated and approved by the Illinois Commerce Commission (ICC). The rates for service to the Country Club Highlands customers are higher than the City's water and sewer rates, and the residents on Wrightwood Avenue would like to either receive water and sewer service from the City of Elmhurst or be charged the City's water and sewer rates. The City has discussed removing the seven parcels on Wrightwood Avenue from their system with IAWC more than once, and IAWC has responded that they are not interested in releasing those parcels. Even if the properties were released by IAWC, the residents are aware that they would bear the expense of the infrastructure needed to connect to the City water and sewer systems, which is estimated to be about \$400,000 for the seven parcels. The City also discussed with IAWC the possibility of IAWC charging different rates for the Wrightwood Avenue customers. IAWC said that a different rate structure for Wrightwood Avenue residents is not possible due to ICC regulations.

Staff noted that not all Elmhurst residents receive water and sewer service from the City. There are approximately thirty properties in the south section of the City that receive water service from the City but receive sewer service from the Flagg Creek Facility Planning Area, including the Elmhurst Center for Health and the new Elmhurst Memorial Hospital.

After discussion, it was the consensus of the Finance Committee that the City of Elmhurst has neither jurisdiction nor authority regarding the water and sewer service provided by IAWC to the Country Club Highlands FPA, which includes the seven parcels on Wrightwood Avenue in Elmhurst. Until such time as IAWC would consider a change in the FPA boundaries as they relate to the Country Club Highlands FPA, the City has no course of action.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council take no action at this time regarding the water and sewer rates for Elmhurst residents on Wrightwood Avenue.

Respectfully submitted,  
Finance, Council Affairs and  
Administrative Services Committee  
/s/ Stephen Hipskind  
Chairman  
/s/ Kevin York  
Vice-Chairman  
/s/ Mark Mulliner  
/us/ Diane Gutenkauf

- u. REPORT – SENIOR CITIZEN DISCOUNT FOR WATER/SEWER UTILITY SERVICE The following report of the Finance, Council Affairs and Administrative Services Committee was presented:

June 23, 2009

To: Mayor DiCianni and Members of the City Council  
Re: Senior Citizen Discount for Water/Sewer Utility Service

The Finance, Council Affairs and Administrative Services Committee met June 22, 2009, to review a referral from Alderman Shea to consider a senior citizen discount for water/sewer utility service from the City of Elmhurst.

The revenues and expenses associated with water distribution and sewer collection and treatment are accounted for in the City's Municipal Utility Fund (MUF). This is a user fee financed fund; water and sewer fees support 97% of the activity of this fund. Staff surveyed DuPage County municipalities, and at this time, no DuPage municipality has a senior citizen discount program for water and sewer service. Staff believes a senior citizen discount program would require significant administration in terms of gathering, maintaining and monitoring personal information such as birthdates to determine when the senior discount would be triggered on any particular account. Staff would also need to manually intervene in the billing system to override the regular billing rates when producing the utility bill. It was noted that not all senior citizens are on fixed incomes and that a fixed income may not signal an inability to pay.

The City currently has a senior citizen discount program for vehicle stickers where the qualifying event is that the vehicle is registered to an individual who is age 65 or older. The City also has a rebate program that is administered on a calendar basis that provides a 50% rebate of gas, electric and telephone utility taxes, and vehicle sticker fees, to individuals that meet a low income means test. To qualify for the rebate, income level, not age, is the qualifying event. Thirteen rebate requests were processed each of the last two calendar years.

After discussion, it was the consensus of the Finance Committee to deny the request for a senior citizen discount for water/sewer utility service.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council take no action regarding a senior citizen discount for water/sewer utility service.

Respectfully submitted,  
Finance, Council Affairs and  
Administrative Services Committee  
/s/ Stephen Hipskind  
Chairman  
/s/ Kevin York  
Vice-Chairman  
/s/ Mark Mulliner  
/us/ Diane Gutenkauf

- v. REPORT – CASE NUMBER 09 P-02/DELPHI ACADEMY CONDITIONAL USE The following report of the Development, Planning and Zoning Committee was presented:

June 24, 2009

TO: Mayor DiCianni and Members of the City Council  
RE: Case Number 09 P-02/Delphi Academy Conditional Use

Request for Conditional Use Permit for the purpose of establishing a school use in the existing church building (formerly Elmhurst Christian Reformed Church) on property commonly known as 905 S. Kent.

The Development, Planning and Zoning Committee met on May 26 and June 22, 2009 to review and discuss the subject request. This included the Zoning & Planning Commission recommendation and findings of fact report, application documents, the applicant's traffic study, and the public hearing transcript for this request.

The Committee began discussion by reviewing the existing and projected operational aspects of the proposed school. They acknowledged that schools are allowed as a conditional use in this R-2 District, and that the 2009 Comprehensive Plan designates this site for institutional uses (like churches and schools). The dominant issue of discussion was traffic generated by the school use, and the change from the previous church use. The following points about traffic were discussed by the Committee in detail:

- The previous church use on this site including weekday activities, such as the Little Lambs program, which generated daytime traffic, however no hard data on traffic generated by this program exists or was presented. Only anecdotal data and post hoc estimates were presented.
- The school has staggered start and finish times for various grade levels, resulting in a lower concentration of traffic volume at any one time, but also spreading out traffic over longer periods on school days. These extended periods are more likely to overlap with the typical morning and late afternoon/evening "rush hour" periods when there are already higher traffic counts on adjacent streets due to work-related trips. In addition, the school would operate twelve months of the year, adding to existing traffic during times of higher pedestrian traffic (i.e. summer).
- The proposed Delphi Academy would have dismissal times around the same time as other schools in the area, such as Jackson (elementary) and Bryan (middle), possibly exacerbating traffic volumes on area streets.
- The Police Department's initial questions about traffic were later addressed by provision of a traffic study. This traffic study (submitted by the applicant) identified projected traffic volumes and concluded that area streets could handle the additional traffic without significant change to level of service.
- During discussion of the traffic study, the Committee noted that the statistics and projections identified could lead to a variety of possibly contradictory conclusions. The Committee also noted the potential for growth of Delphi Academy, and the resulting traffic, has to be considered for this request.
- The applicant did not propose substantive changes to accommodate increased traffic, such as a second parking lot entrance or additional driveway; a single parking lot entrance is proposed.

The Committee reviewed the Standards for Conditional Use, and concurred that a majority of the Standards were not met for this request. The Committee emphasized that those Standards affected by traffic (specifically a-c, and e as follows), were especially noteworthy as not having been met:

- a) That the establishment, maintenance, or operation of the conditional use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare.
- b) That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.
- c) That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
- e) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Therefore it is the recommendation of the Development, Planning and Zoning Committee to not recommend approval of this conditional use request.

Respectfully submitted,  
Development, Planning and Zoning  
Committee

/s/ Steven Morley

Chairman

/s/ Susan J. Rose

Vice-Chairman

/s/ Norman Leader

- w. O-19-2009 – AN ORDINANCE AUTHORIZING THE SALE BY AUCTION AND DISPOSAL OF PERSONAL PROPERTY OWNED BY THE CITY OF ELMHURST

Ordinance O-19-2009 was presented for passage.

- x. O-20-2009 – AN ORDINANCE AUTHORIZING THE SALE BY AUCTION OF PERSONAL PROPERTY OWNED BY THE CITY OF ELMHURST

Ordinance O-20-2009 was presented for passage.

- y. O-21-2009 – AN ORDINANCE MAKING APPROPRIATIONS FOR SPECIAL SERVICE AREA NUMBER FIVE OF THE CITY OF ELMHURST FOR THE FISCAL YEAR BEGINNING MAY 1, 2009 AND ENDING APRIL 30, 2010

Ordinance O-21-2009 was presented for passage.

- z. O-22-2009 – AN ORDINANCE MAKING APPROPRIATIONS FOR SPECIAL SERVICE AREA NUMBER SIX OF THE CITY OF ELMHURST FOR THE FISCAL YEAR BEGINNING MAY 1, 2009 AND ENDING APRIL 30, 2010

Ordinance O-22-2009 was presented for passage.

- aa. O-23-2009 – AN ORDINANCE MAKING APPROPRIATIONS FOR SPECIAL SERVICE AREA NUMBER SEVEN OF THE CITY OF ELMHURST FOR THE FISCAL YEAR BEGINNING MAY 1, 2009 AND ENDING APRIL 30, 2010

Ordinance O-23-2009 was presented for passage.

- bb. O-24-2009 – AN ORDINANCE MAKING APPROPRIATIONS FOR SPECIAL SERVICE AREA NUMBER EIGHT OF THE CITY OF ELMHURST FOR THE FISCAL YEAR BEGINNING MAY 1, 2009 AND ENDING APRIL 30, 2010

Ordinance O-24-2009 was presented for passage.

- cc. O-25-2009 – AN ORDINANCE MAKING APPROPRIATIONS FOR SPECIAL SERVICE AREA NUMBER NINE OF THE CITY OF ELMHURST FOR THE FISCAL YEAR BEGINNING MAY 1, 2009 AND ENDING APRIL 30, 2010

Ordinance O-25-2009 was presented for passage.

- dd. O-26-2009 – AN ORDINANCE MAKING APPROPRIATIONS FOR SPECIAL SERVICE AREA NUMBER TEN OF THE CITY OF ELMHURST FOR THE FISCAL YEAR BEGINNING MAY 1, 2009 AND ENDING APRIL 30, 2010

Ordinance O-26-2009 was presented for passage.

- ee. O-27-2009 – AN ORDINANCE MAKING APPROPRIATIONS FOR SPECIAL SERVICE AREA NUMBER ELEVEN OF THE CITY OF ELMHURST FOR THE FISCAL YEAR BEGINNING MAY 1, 2009 AND ENDING APRIL 30, 2010

Ordinance O-27-2009 was presented for passage.

Alderman Hipkind removed item **6t. Report – Water and Sewer Rates for Elmhurst Residents on Wrightwood Avenue.** Alderman Gutenkauf pulled items **6z. O-22-2009 – An Ordinance Making Appropriations for Special Service Area Number Six of the City of Elmhurst for the Fiscal year Beginning May 1, 2009 and Ending April 30, 2010** and **6aa. O-23-2009 – An Ordinance Making Appropriations for Special Service Area Number Seven of the City of Elmhurst for the Fiscal year Beginning May 1, 2009 and Ending April 30, 2010.**

Alderman Hipskind moved to approve the contents of the Consent less item **6t. Report – Water and Sewer Rates for Elmhurst Residents on Wrightwood Avenue, 6z. O-22-2009 – An Ordinance Making Appropriations for Special Service Area Number Six of the City of Elmhurst for the Fiscal year Beginning May 1, 2009 and Ending April 30, 2010** and **6aa. O-23-2009 – An Ordinance Making Appropriations for Special Service Area Number Seven of the City of Elmhurst for the Fiscal year Beginning May 1, 2009 and Ending April 30, 2010**. Alderman Morley seconded. Roll call vote:

Ayes: Hipskind, Morley, Gutenkauf, Pezza, Shea, Leader, Bram, York, Nybo, Healy, Mulliner, Wagner

Nays: None

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

Alderman Hipskind as Finance, Council Affairs and Administrative Services Committee Chairman, stated he pulled item **6t. Report – Water and Sewer Rates for Elmhurst Residents on Wrightwood Avenue** to move to bring this item back to committee for further review. Alderman York seconded.

Roll call vote to return item **6t. Report – Water and Sewer Rates for Elmhurst Residents on Wrightwood Avenue** to the Finance, Council Affairs and Administrative Services Committee for further review:

Ayes: Hipskind, York, Gutenkauf, Pezza, Shea, Leader, Bram, Nybo, Healy, Morley, Mulliner, Wagner

Nays: None

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

Alderman Gutenkauf moved to open discussion on item **6z. O-22-2009 – An Ordinance Making Appropriations for Special Service Area Number Six of the City of Elmhurst for the Fiscal Year Beginning May 1, 2009 and Ending April 30, 2010**. Alderman Pezza seconded. Voice vote, motion carried.

Alderman Gutenkauf stated she pulled item **6z. O-22-2009 – An Ordinance Making Appropriations for Special Service Area Number Six of the City of Elmhurst for the Fiscal Year Beginning May 1, 2009 and Ending April 30, 2010** to state her concerns at the way elections are handled by the City Centre Board. She stated lists of eligible names of property owners and merchants have not been provided for use in their elections. Alderman Gutenkauf stated she is not pleased with the process and will vote against this appropriation. She urged City Centre to come to terms by their bylaws.

Alderman Pezza stated her concerns on the election process of the City Centre board.

Alderman Healy suggested Council have a chance to hear directly from City Centre. Alderman Healy moved to table item **6z. O-22-2009 – An Ordinance Making Appropriations for Special Service Area Number Six of the City of Elmhurst for the Fiscal Year Beginning May 1, 2009 and Ending April 30, 2010** so that more information may be obtained from both sides. Alderman Nybo seconded.

Alderman Morley, in response to Alderman Hipkind being recognized by the chair, point of order, to table an item is not debatable.

City Attorney Storino stated items need to be tabled to a time certain, the next meeting is July 20, 2009.

Alderman Bram, point of order, asked that the motion be restated with the time certain.

Roll call vote to table item **6z. O-22-2009 – An Ordinance Making Appropriations for Special Service Area Number Six of the City of Elmhurst for the Fiscal Year Beginning May 1, 2009 and Ending April 30, 2010** until a time certain of July 20, 2009, so that more information may be obtained from both sides:

Ayes: Healy, Nybo, Gutenkauf, Pezza, Shea, Leader, Bram, Hipkind, York, Morley, Mulliner, Wagner

Nays: None

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

Alderman Gutenkauf moved to open discussion on item **6aa. O-23-2009 – An Ordinance Making Appropriations for Special Service Area Number Seven of the City of Elmhurst for the Fiscal Year Beginning May 1, 2009 and Ending April 30, 2010**. Alderman Bram seconded. Voice vote, motion carried.

Alderman Gutenkauf moved to table item **6aa. O-23-2009 – An Ordinance Making Appropriations for Special Service Area Number Seven of the City of Elmhurst for the Fiscal Year Beginning May 1, 2009 and Ending April 30, 2010** until a time certain of July 20, 2009. Alderman Hipkind seconded.

Roll call vote to table item **6aa. O-23-2009 – An Ordinance Making Appropriations for Special Service Area Number Seven of the City of Elmhurst for the Fiscal Year Beginning May 1, 2009 and Ending April 30, 2010** until a time certain of July 20, 2009:

Ayes: Gutenkauf, Hipkind, Pezza, Shea, Leader, Bram, York, Nybo, Healy, Morley, Mulliner, Wagner

Nays: None

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

#### COMMITTEE REPORTS

7. a. CASE NUMBER 09 P-03/REAL ESTATE ELMHURST LLC REQUEST FOR MAP AMENDMENT The following report of the Development, Planning and Zoning Committee was presented for passage.

June 24, 2009

TO: Mayor DiCianni and Members of the City Council

RE: Case Number 09P-03 / Real Estate Elmhurst LLC request for Map Amendment  
Request for Map Amendment (Rezoning) from CR Conservation/Recreation to any of the four following Zoning District Classifications: R4 Limited General Residence, C1 Local Shopping District, C2 Community Shopping and Service District or C3 General Commercial District for the purpose of creating an economically viable use for the property. The common address is 621 W. North Avenue (formerly 313 N. Route 83).

The Development, Planning and Zoning Committee met on June 8 and June 22, 2009 to review the information regarding the subject request. The Committee reviewed the Zoning & Planning Commission recommendation and findings of fact report, application documents from the

petitioner, and the transcript of the public hearing. The applicant, Real Estate Elmhurst LLC, is requesting a map amendment (rezoning) to provide economic viability for the property.

The DPZ Committee discussed this request's background, history and location at length, especially regarding the zoning classification in the early 1990's and the status of property ownership. They also reviewed at length the City's denial of the 2006 "Gables of Elmhurst" application for this property, which included a similar rezoning request.

The legal aspects of this particular application prompted the DPZ Committee to meet twice in executive session to discuss potential litigation matters associated with the zoning.

The DPZ then reviewed possible uses and implications associated with each of the four zoning districts under consideration, in light of the Zoning and Planning Commission recommendation and findings and consistent with the City Code standards for map amendments. They also discussed the adjacent single-family neighborhood and its relationship to this site, the adjacent commercial sites (which have already been redeveloped), and the four zoning districts. The DPZ identified the following points regarding these issues:

- While R-4 had been previously discussed as a zoning district that would "protect" the adjacent neighborhood, no landscape buffer or fencing is required between R-4 and R-1 Districts. However, commercial districts such as C-2 require a landscape buffer or fencing adjacent to the residential area.
- With R-4 zoning, parking for an adjacent commercial site would be allowed as a conditional use. However, even though the idea of using this site to provide additional parking for the adjacent commercial site was supported, there is no guarantee that the property owner would use the site for parking. Multi-family housing could be developed on the subject site with this zoning district.
- Currently, there is significant demand for parking on the adjacent commercial site due to tenant X-Sport Fitness. However, tenants, uses, and parking demand are all subject to change over time. The adjacent site was developed with parking that meets applicable zoning requirements.
- While the site was zoned multi-family prior to the City's comprehensive zoning amendments in the early 1990's, conditions in the area have changed, prompting a different approach to zoning designation for the subject site.

The DPZ Committee also noted that designating the site as R-4 would potentially constitute spot zoning, as no nearby districts have this classification. However, the Committee noted that designating the site as C-2 would match the adjacent commercial site and other nearby parcels along North Ave. The Committee also noted that City Staff supported the C-2 zoning designation.

In conclusion, the Development, Planning and Zoning Committee recommends a map amendment to designate this site as C-2 Commercial. The City Attorney is hereby directed to prepare the necessary documents for City Council approval.

Respectfully submitted,  
Development, Planning and Zoning  
Committee  
/s/ Steven Morley  
Chairman  
/s/ Susan J. Rose  
Vice-Chairman  
/us/ Norman Leader

Alderman Morley moved to approve item 7a. **Case Number 09 P-03/Real Estate Elmhurst LLC Request for Map Amendment.** Alderman Healy seconded.

Alderman Morley reviewed the application to rezone. He stated this was put before the

committee which read 200 pages of documents and discussed the issue several times prior to making their recommendation to Council. The Development, Planning and Zoning Committee (DP&Z) recommended rezoning to C2 which provides the best use of the land. They considered R-4 however the City cannot zone with conditions.

Alderman Leader stated he came to a different conclusion and stated he did not sign the report. He reviewed the quality of life in the Graue Woods area and the development that has been there since 2007 at IL Route 83 and North Avenue. He stated there is a need to rezone but not to C2.

Alderman Gutenkauf ad hoc consensus with the recommendation of the committee.

Alderman Leader reviewed the history of the development at the intersection of IL Route 83 and North Avenue over the past four (4) years. He stated he opposes C2 zoning as it gives great power to the developer. The Zoning & Planning Commission unanimously recommended R4. Alderman Leader stated he supports R4 as it is most protective of the residents. He asked the City Council to vote no to C2.

Discussion ensued.

Alderman Shea stated the committee report fails to take into account the time spent by the Zoning & Planning Commission before they came to the recommendation of R4 zoning for the property. She asked City Attorney Storino about the conditional use process in R4 zoning districts.

City Attorney Storino stated that is not relevant at this point in the discussion as the property is not zoned anything at this point.

Alderman Shea moved to amend item **7a. Case Number 09 P-03/Real Estate Elmhurst LLC Request for Map Amendment** to replace C2 with R4. Alderman Leader seconded.

Alderman Morley, point of order, can Alderman Shea amend a committee report?

City Attorney Storino stated yes, Alderman Shea may make a motion to amend the recommendation of a committee report.

Alderman Morley asked will the committee report need to be rewritten?

City Attorney Storino stated there are several ways it can be done, either item **7a. Case Number 09 P-03/Real Estate Elmhurst LLC Request for Map Amendment** can be sent back to committee or a vote can be taken to amend the recommendation to R4 as there is enough information in the report.

Alderman Nybo, point of order, shouldn't it be a substitution of the recommendation and not an amendment.

City Attorney Storino stated you can substitute but he wasn't sure if that was the intention of Aldermen Shea and Leader.

Discussion ensued regarding amending or substituting the recommendation of the committee report from C2 to R4.

Alderman Morley addressed concerns and questions from around the dais on the decision of the DP&Z Committee to recommend C2 instead of R4 stating that the committee did their due diligence.

Alderman Pezza asked City Attorney Storino for clarification on substituting the motion.

City Attorney Storino stated the motion would be to substitute the recommendation of the committee report.

Discussion ensued around the dais with various Aldermen offering their support of either R4 or C2 zoning and the pros and cons of both zoning classifications for the intersection of IL Route 83 and

North Avenue.

Alderman Bram asked if a motion was needed to suspend with the rules to let the developer speak to the Council, as he would like make that motion.

Mayor DiCianni denied Alderman Bram's request.

Discussion continued.

Mayor DiCianni asked City Attorney Storino about Alderman Bram's intended motion, was that valid.

City Attorney Storino stated his motion needed a second and there was none.

Alderman Mulliner moved to call the question.

Alderman Healy, point of order, there are two (2) motions on the table what is Council voting on.

Mayor DiCianni replied Council is voting on Alderman Shea's motion to substitute the recommendation of the committee report from C2 to R4.

Alderman Hipskind, point of order, ask the Clerk to read the motion.

Clerk Spencer read the motion that was before Council.

Alderman Hipskind, point of order, what is being voted on right now.

Alderman Mulliner, point of order, before a roll call vote can be taken on Alderman Shea's motion a voice vote has to be taken to call the question.

Voice vote to call the question, unanimous, motion carried.

Roll call vote to substitute the recommendation of the committee report from C2 to R4:

Ayes: Shea, Leader, Gutenkauf, Pezza, Bram,

Nays: Hipskind, York, Nybo, Healy, Morley, Mulliner, Wagner

Results: 5 ayes, 7 nays, 2 absent  
Motion failed

Alderman Mulliner, point of order, asked City Attorney Storino, should the rule of 7 apply.

City Attorney Storino replied no.

Roll call vote to approve item 7a. **Case Number 09 P-03/Real Estate Elmhurst LLC Request for Map Amendment:**

Ayes: Hipskind, York, Nybo, Healy, Morley, Mulliner, Wagner

Nays: Gutenkauf, Pezza, Shea, Leader, Bram

Results: 7 ayes, 5 nays, 2 absent  
Motion carried

Alderman Gutenkauf, asked City Attorney Storino, should the rule of 7 apply.

City Attorney Storino replied no, not for the committee report. When it is the ordinance it will require 8 votes.

\*\*\*\* This continuation of discussion on Agenda Item 7a. took place after Agenda items 8 and 9 were discussed.\*\*\*\*

City Attorney Storino asked to address the Council regarding his statement that the rule of 7 does not apply. He stated he stands by his decision however after looking at possible different interpretations of the Municipal Code and taking into account the concerns of Aldermen Morley, Mulliner and Gutenkauf he wants Council to know that they can reconsider the vote and apply the rule of 7. In order to do so there needs to be a motion, second and a voice vote to reconsider followed by a motion, second and roll call vote on the committee report.

Alderman Morley moved to reconsider item 7a. **Case Number 09 P-03/Real Estate Elmhurst LLC Request for Map Amendment** and apply the rule of 7. Alderman Nybo seconded. Voice vote,

motion carried.

Roll call vote on item 7a. Case Number 09 P-03/Real Estate Elmhurst LLC Request for Map

**Amendment:**

Ayes: Hipskind, York, Nybo, Healy, Morley, Mulliner, Wagner, Mayor DiCianni

Nays: Gutenkauf, Pezza, Shea, Leader, Bram

Results: 8 ayes, 5 nays, 2 absent

Motion carried

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

8. a. UPDATES (Mayor Marcucci)

Alderman Bram, point of order, has Council finished addressing item 7a. Case Number 09 P-03/Real Estate Elmhurst LLC Request for Map Amendment.

Mayor DiCianni replied that the Committee Reports section of the agenda was just addressed if there is more to be said can be done at a later point.

1. FINANCE TASK FORCE

Mayor DiCianni stated the selection of the Finance Task Force was completed. Mr. Kevin Diamond will chair the twenty-one (21) member task force. He stated it is a very diverse group of people who will take a good look at the City's finances. The Mayor announced the task force members are as follows: Kevin Diamond, Scott Levin, Treasurer Dyer, Steve Lubertozzi, Jim Japczyk, Melva Walker, Tom Naples, Gina Brigham, Mark Brennan, Paul McClaferty, James W. Owens Jr., Don Jacobsen, Steven Rhea, Michele Garcia Melind, Georgia Dolan, Kevin Burns, Ed Lavin, Jan Kuzniar, Laura McAdam, Demian Kircher and David Cooke.

The Mayor stated the task force will meet over the next several months. This team will give the Council insights to what citizens want from this great City. Mr. Diamond will be meeting with the task force regarding logistics.

2. OTHER

Alderman Mulliner commented on the most recent storm, thanking the City for the great job they did. He stated he and Public Works and Buildings Committee Chairman Wagner have met with ComEd along with the Mayor and City staff and expect some real results from ComEd.

Alderman Nybo commended Mayor DiCianni for his Finance Task Force. He asked if the meetings will be noticed and open to the public.

City Attorney Storino replied yes.

Mayor DiCianni stated he will have Chairman Diamond handle the public relations. The Mayor stated that Scott Levin will serve as Co-Chair.

Alderman Wagner commented on the recent meeting with ComEd stating the commitment to look at infrastructure will be followed up by Alderman Mulliner and himself. He stated he is hopeful ComEd will follow-up on their commitments.

Alderman Pezza thanked Mayor DiCianni for the appointment of City Attorney Storino stating it looks like the City will be saving the taxpayers money as it pertains to legal fees.

Alderman York urged all residents to drive carefully, slow down and watch for kids as they drive through City neighborhoods.

Mayor DiCianni addressed Elmhurst residents to explain why during these tough economic times the City is engaged in streetscape projects and redeveloping the downtown City Centre plaza. He stated the project was funded by grant money and TIF money. The City staff is always looking for grant dollars.

Mayor DiCianni announced the One Room Schoolhouse will be annexed into Bensenville as part of the Intergovernmental Agreement between our communities. He stated that the 4<sup>th</sup> of July fireworks in Bensenville were a group effort thanks to contributions by Bensenville, Wood Dale and a \$5,000 contribution from Elmhurst. The Mayor stated despite the short notice, many residents were in attendance to enjoy the fireworks display.

b. FINANCING THE 09/10 BUDGET AND BEYOND (City Manager Borchert)

City Manager Borchert stated the budget review of revenues and expenses for the 2010/2011 budget will be presented in a PowerPoint presentation reviewing the fund balance, projected fund balance, budget schedule, tax levy breakdown and general fund revenues of 2009/2010 proposed budget.

City Manager Borchert stated the results, titled *Budget Scenarios Roadmap fro Uncertain Times*, prepared by Clerestory Consulting LLC, will be on the City website.

Questions and comments were made from the dais regarding the budget.

**RESOLUTIONS**

9. a. R-13-2009 – A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF ELMHURST, ILLINOIS, AND ARCO/MURRAY NATIONAL CONSTRUCTION COMPANY, INC. FOR PRELIMINARY DUE DILIGENCE INVESTIGATION, PRELIMINARY SITE PREPARATION INCLUDING DEMOLITION AND EXCAVATION FOR THE FIRST STREET PARKING DECK SITE, 175 WEST FIRST STREET, ELMHURST, ILLINOIS

Resolution R-13-2009 was presented for passage.

Alderman Hipskind moved to approve item 9a. **R-13-2009 – A Resolution Authorizing the Execution of an Agreement between the City of Elmhurst, Illinois, and ARCO/Murray National Construction Company, Inc. for Preliminary Due Diligence Investigation, Preliminary Site Preparation Including Demolition and Excavation for the First Street Parking Deck Site, 175 West First Street, Elmhurst, Illinois.** Alderman York seconded.

Alderman Gutenkauf stated the contract was well crafted and the action summary clearly states the Council will be voting on a no bid contract. Alderman Gutenkauf stated she couldn't support this resolution.

City Manager Borchert stated the bids from Arco/Murray are in line with what would come from the open bid process. He stated open bidding will come in the future.

Discussion ensued regarding the bidding process and the time restraint issue.

Alderman Nybo asked how many votes are required to pass the resolution.

City Attorney Storino replied ten (10) votes are needed.

Alderman Morley, point of clarification, can the Mayor vote if ten votes are not achieved. He stated his understanding is that should the vote tally be 9-3-2 he would have the opportunity to vote. If the vote is 10-2-2 the resolution passes.

City Attorney Storino stated that is correct.

Roll call vote on item 9a. **R-13-2009 – A Resolution Authorizing the Execution of an Agreement between the City of Elmhurst, Illinois, and ARCO/Murray National Construction Company, Inc. for Preliminary Due Diligence Investigation, Preliminary Site Preparation Including Demolition and Excavation for the First Street Parking Deck Site, 175 West First Street, Elmhurst, Illinois:**

Ayes: Hipskind, York, Shea, Leader, Bram, Nybo, Healy, Morley, Mulliner, Wagner

Nays: Gutenkauf, Pezza

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

**OTHER BUSINESS**

10. a. **BIDS FOR INTERIOR RENOVATIONS AND WASHROOM FACILITIES – ONE ROOM SCHOOLHOUSE** (City Manager Borchert): Refer to the Public Works and Buildings Committee

July 6, 2009

To: Mayor DiCianni and Members of the City Council

Re: Bids for Interior Renovations and Washroom Facilities – One Room Schoolhouse

McHugh Construction, as an extension of their services for construction management services for the Fire Station, has received competitive bids for the referenced improvements for the One Room Schoolhouse (see attached summary).

It is respectfully requested that the City Council authorize the Public Works and Buildings Committee to review the One Room Schoolhouse renovation bids for their recommendation for subsequent City Council consideration.

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

Alderman Mulliner moved to approve item 10a. **Bids for Interior Renovations and Washroom Facilities – One Room Schoolhouse**, Alderman Gutenkauf second. Voice vote, motion carried. Item 10a. **Bids for Interior Renovations and Washroom Facilities – One Room Schoolhouse** was referred without objection to the Public Works and Buildings Committee.

- b. **AMENDED COOPERATION AGREEMENT BETWEEN THE CITY OF ELMHURST AND THE ELMHURST HERITAGE FOUNDATION** (City Manager Borchert): Refer to the Public Affairs and Safety Committee

July 6, 2009

To: Mayor DiCianni and Members of the City Council

Re: Amended Cooperation Agreement Between the City of Elmhurst and the Elmhurst Heritage Foundation

It is respectfully requested that the attached request from the Elmhurst Heritage Foundation be referred to the Public Affairs and Safety Committee for their review, evaluation and subsequent recommendation for City Council action.

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

Alderman Mulliner moved to approve item 10b. **Amended Cooperation Agreement Between the City of Elmhurst and the Elmhurst Heritage Foundation**, Alderman Morley second. Voice vote, motion carried. Item 10b. **Amended Cooperation Agreement Between the City of Elmhurst and the**

**Elmhurst Heritage Foundation** was referred without objection to the Public Affairs and Safety Committee.

### **ANNOUNCEMENTS**

11. Mayor DiCianni announced that the Elmhurst Children's Assistance Foundation Golf Outing will be held on Monday, August 3, 2009 at Oak Brook Municipal Golf Course. The Mayor invited everyone to attend.

Mayor DiCianni stated the Four on the 4<sup>th</sup> race was a success with over 1,000 runners participating. He thanked the Community Bank of Elmhurst for sponsoring this event.

The Mayor stated Relay for Life was also very successful in spite of the last minute change in venue. He thanked the Council members who attended.

Alderman Gutenkauf stated this item is really Other Business. She stated there were watermain breaks at the Market Square Condos this past weekend. Alderman Gutenkauf asked City Manager Borchert to report on the problem.

City Manager Borchert stated there was an 18" break on Second Street between York and Addison streets. He stated he was not aware of the private property having a problem. The City Manager stated he would look into the matter and report back to Council.

Alderman Pezza announced two (2) great events will be taking place this Sunday, July 12, 2009. The Elmhurst Garden Club will host their annual Garden Walk & Faire and the Vintage Baseball Game sponsored by the Historical Museum will also take place. She stated both events are worth attending and she urged all residents to support these happenings.

Alderman Morley asked even though the City Manager reported there will be a reduction in services, will the City still continue to pick-up brush after storms. He stated the pick-up has been much slower since the last storm.

City Manager Borchert replied yes, and stated the pick-up should be complete this week.

Mayor DiCianni thanked the Public Works Department for the good work they provided during the most recent storm.

Mayor DiCianni stated he, along with Aldermen Mulliner and Wagner, and City staff met with ComEd to address power outages in Elmhurst. The Mayor stated he is optimistic that results will come from the meeting.

### **ADJOURNMENT**

12. Alderman Mulliner moved to adjourn the meeting. Aldermen Morley seconded. Voice Vote. Motion carried. Meeting adjourned 10:59 p.m.

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Peter P. DiCianni, III, Mayor

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Patty Spencer, City Clerk

VOW

CITY OF ELMHURST

ACCOUNTS PAYABLE SUMMARY SHEET

JULY 20, 2009

	<u>REGULAR</u>	<u>INTERIM</u>	<u>TOTAL</u>
<b><u>CHECKS</u></b>			
GENERAL FUND	\$964,960.37	\$7,527.73	\$972,488.10
LIBRARY FUND	228.99	-	228.99
REDEVELOPMENT	47,350.55	-	47,350.55
STORMWATER	525.00	-	525.00
INDUSTRIAL DEVELOPMENT	-	-	-
RT 83 COMMERCIAL DEVELOPMENT	901.00	-	901.00
PUBLIC FACILITIES CONSTR	2,831.72	-	2,831.72
MUNICIPAL UTILITY FUND	415,925.77	3,600.00	419,525.77
PARKING REVENUE SYSTEM FUND	4,573.07	850.00	5,423.07
PAYROLL	-	768.88	768.88
	<u>1,437,296.47</u>	<u>12,746.61</u>	<u>1,450,043.08</u>

FINANCE REVIEW

*Mary E. DeStas*

CITY MANAGER REVIEW

*James W. Gould*

TO THE CITY TREASURER,

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

\_\_\_\_\_  
MAYOR

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

PREPARED 07/14/2009, 8:34:58  
 PROGRAM: GM339L  
 CITY OF ELMHURST, ILLINOIS  
 CITY

EXPENDITURE APPROVAL LIST  
 AS OF: 07/20/2009 CHECK DATE: 07/23/2009

BANK: 01

VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK NO	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0018009 123801	A-SPECIAL ELECTRIC SUPPLY 003833			01 07/20/2009	510-6057-502.50-05	CPC 1 LINE BREAKER	1,575.00	
VENDOR TOTAL *							1,575.00	
0000587 43405	ACCURATE PRINTING REPAIR & SALES 003953			01 07/20/2009	110-4020-422.60-43	PAPER CUTTER REPAIR	115.00	
VENDOR TOTAL *							115.00	
0000009	ACE HARDWARE							
263100	004404			01 07/20/2009	110-5030-421.50-01	HOOK/HANGER	3.41	
262926	004511			01 07/20/2009	110-6044-435.40-98	SILCONE	2.24	
263244	004512			01 07/20/2009	110-6044-435.40-98	BATTERIES	11.99	
263225	004288			01 07/20/2009	110-6046-418.50-01	SCREEN REPAIR	28.50	
263214	004289			01 07/20/2009	110-6046-418.50-01	KEYS	5.37	
263215	004290			01 07/20/2009	110-6046-418.50-01	KEY TAGS	.35	
262535	004291			01 07/20/2009	110-6046-418.50-01	HVAC REPAIR	7.96	
263174	004402			01 07/20/2009	110-6046-418.40-98	PRESSURE WASHER REPAIR	34.44	
263126	004403			01 07/20/2009	110-6046-418.40-98	CART REPAIR	2.95	
263254	004223			01 07/20/2009	110-7060-451.40-98	FUSE PLUG	12.58	
262877	004485			01 07/20/2009	110-7060-451.60-44	EXHIBIT SUPPLIES	64.94	
263040	004486			01 07/20/2009	110-7060-451.60-44	EXHIBIT SUPPLIES	7.19	
VENDOR TOTAL *							181.92	
0010266	ACME TRUCK BRAKE & SUPPLY							
1291730094	003897			01 07/20/2009	110-6047-512.50-16	TRK/PARTS F-2	90.60	
1291740200	003898			01 07/20/2009	110-6047-512.50-16	TRK/PARTS PW88	451.90	
1291760083	003899			01 07/20/2009	110-6047-512.50-02	TRK/PARTS F-2	625.00	
1291760083	003900			01 07/20/2009	110-6047-512.50-16	TRK/PARTS F-2	664.33	
1291760052	003901			01 07/20/2009	110-6047-512.50-16	RETURNED MERCHANDISE	192.00	
1291830047	004425			01 07/20/2009	110-6047-512.50-16	AUTO SLACK ADJUSTER	80.16	
VENDOR TOTAL *							1,719.99	
0002416	ADDISON AUTO INTERIORS							
10040	003904			01 07/20/2009	110-6047-512.50-02	SEAT REPAIR/E-32	150.00	
10048	003905			01 07/20/2009	110-6047-512.50-02	SEAT REPAIR/PD-6	175.00	
VENDOR TOTAL *							325.00	
0008872	ADDISON CONST & ROOFING							
042209-B	004533			01 07/20/2009	510-6057-502.50-01	WARRENTY/ROOF	3,000.00	
VENDOR TOTAL *							3,000.00	
0000803	AIR ONE EQUIP, INC							
63565	004555			01 07/20/2009	110-4020-422.30-98	QUARTERLY BREATHING AIR	540.00	
63564	004556			01 07/20/2009	110-4020-422.50-08	SENSOR REPLACED	153.00	
VENDOR TOTAL *							693.00	
0007472	AIRGAS NORTH CENTRAL							
105534940	004538			01 07/20/2009	110-6047-512.40-98	SUPPLIES	397.80	
105497385	003829			01 07/20/2009	510-6057-502.50-08	SECONDARY 6 REPAIRS	199.60	

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VEND NO INVOICE NO	VENDOR NAME VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND- ISSUED AMOUNT
0007472	AIRGAS NORTH CENTRAL							
						VENDOR TOTAL *	597.40	
0012050 1369	ALERT INTL 004050		01	07/20/2009	110-5030-421.60-37	MEMBERSHIP	40.00	
						VENDOR TOTAL *	40.00	
0000016	ALEXANDER EQPT CO INC							
64095	004058		01	07/20/2009	110-6043-434.50-08	CHAIN SAW REPAIR	61.00	
64169	003890		01	07/20/2009	110-6047-512.50-16	TRK/PARTS PW37,PW82,PW92,	483.62	
64171	003891		01	07/20/2009	110-6047-512.50-16	BELT	389.95	
64129	003892		01	07/20/2009	110-6047-512.50-16	BLADE BOLT	40.00	
64170	003893		01	07/20/2009	110-6047-512.50-16	TRK/PARTS PW199	120.10	
64168	003894		01	07/20/2009	110-6047-512.50-16	FLY WHEEL	888.00	
64094	003895		01	07/20/2009	110-6047-512.50-16	TRK/PARTS PW92	663.95	
64130	003896		01	07/20/2009	110-6047-512.50-16	TRK/PARTS PW102	663.90	
64365	004426		01	07/20/2009	110-6047-512.50-16	LOCK PIN/SPRING	22.90	
64163	004462		01	07/20/2009	110-6047-512.50-02	CHIPPER REPAIR	727.01	
						VENDOR TOTAL *	4,060.43	
0016508	ALL AMERICAN LANDSCAPING LTD							
924	003948		01	07/20/2009	110-6043-434.30-34	GRASS CUTTING	100.00	
918	003949		01	07/20/2009	110-6043-434.30-34	GRASS CUTTING	150.00	
917	003950		01	07/20/2009	110-6043-434.30-34	GRASS CUTTING	150.00	
						VENDOR TOTAL *	400.00	
0004999	ALLIANCE PLUMBING							
JUNE 2009	004113		01	07/20/2009	110-4025-424.30-12	PLUMBING INSPECTIONS	2,499.56	
						VENDOR TOTAL *	2,499.56	
0000078	ALLIED WASTE SERVICES #551							
0551-007215217	004386		01	07/20/2009	110-6041-432.30-81	WASTE DISPOSAL	1,436.00	
2488483	004362		01	07/20/2009	110-6045-441.30-65	REFUSE COLLECTION/MAY 09	196,990.06	
2488483	004363		01	07/20/2009	110-6045-441.30-83	REFUSE COLLECTION/MAY 09	43,200.00	
7211274	004364		01	07/20/2009	110-6045-441.30-65	REFUSE COLLECTION/JUNE 09	202,602.85	
7211274	004365		01	07/20/2009	110-6045-441.30-83	REFUSE COLLECTION/JUNE 09	38,400.00	
0551-007215502	004385		01	07/20/2009	110-6045-441.30-65	RUBBISH COLLECTION	2,095.64	
						VENDOR TOTAL *	484,724.55	
0010804	ALLSTAR AUTO GLASS INC							
WOB38448	004427		01	07/20/2009	110-6047-512.50-02	WINDSHIELD/PD-9	259.00	
WOB38092	004428		01	07/20/2009	110-6047-512.50-02	WINDSHIELD/PD-12	286.10	
						VENDOR TOTAL *	545.10	
0013770	ALPINE SAP, INC - CAROL STREAM							
5079	003831		01	07/20/2009	510-6050-501.30-52	RPZ TESTING	2,040.00	
5080	003832		01	07/20/2009	510-6050-501.30-52	RPZ TESTING	3,187.50	
5081	004245		01	07/20/2009	510-6050-501.30-52	RPZ TESTING	1,848.75	
						VENDOR TOTAL *	7,076.25	
0006621	ALTEC INDUSTRIES, INC							

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0006621 9507375	ALTEC INDUSTRIES, INC 004429		01 07/20/2009	110-6047-512.50-16	TRK/PARTS PW90	175.27	
					VENDOR TOTAL *	175.27	
0014639	ALTERNATIVE SERVICE CONCEPTS, LLC						
0012782-IN	004167		01 07/20/2009	110-0082-416.60-28	CONTRACT EXTENSION FEES	3,790.50	
0012782-IN	004168		01 07/20/2009	110-0082-416.60-02	CONTRACT EXTENSION FEES	1,624.50	
0012783-IN	004392		01 07/10/2009	110-0082-416.60-28	FILE RELEASE FROM ASC	CHECK #: 126927	1,750.00
0012783-IN	004393		01 07/10/2009	110-0082-416.60-02	FILE RELEASE FROM ASC	CHECK #: 126927	750.00
					VENDOR TOTAL *	5,415.00	2,500.00
0005297 07/06/2009	AMERICAN CHARGE SERVICE 004379		01 07/20/2009	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	131.20	
					VENDOR TOTAL *	131.20	
0005517	AMERICAN PLANNING ASSN						
069375-090503	003824		01 07/20/2009	110-3015-414.60-37	MEMBERSHIP	539.00	
081065-090503	004033		01 07/20/2009	110-3015-414.60-37	MEMBERSHIP	539.00	
					VENDOR TOTAL *	1,078.00	
0013022 5356-426203A	AMERIGAS - PALATINE 004387		01 07/20/2009	110-6047-512.40-98	SUPPLIES	128.33	
					VENDOR TOTAL *	128.33	
0006708 4044858	AMLINGS FLOWERLAND 004286		01 07/20/2009	110-5030-421.60-98	FLOWER ARRANGEMENT	67.90	
					VENDOR TOTAL *	67.90	
0013255 94693	ANDERSON ELEVATOR CO 004372		01 07/20/2009	110-6046-418.30-25	MONTHLY MAINT FEE	156.51	
					VENDOR TOTAL *	156.51	
0000730 710882	ANI SAFETY INC 004539		01 07/20/2009	110-5030-421.40-98	SUPPLIES	87.81	
					VENDOR TOTAL *	87.81	
0012722 1675 1601	ARMOR SYSTEMS CORP 004371 004370		01 07/20/2009 01 07/20/2009	510-6050-501.30-09 530-0088-503.30-09	UB COLLECTIONS/JULY 2009 PARKING COLLECTIONS	15.00 585.00	
					VENDOR TOTAL *	600.00	
0000039	ARROW UNIFORM						
06-419798	003914		01 07/20/2009	110-6041-432.40-62	UNIFORM SUPPLIES	103.96	
06-422221	004265		01 07/20/2009	110-6041-432.40-62	UNIFORM SUPPLIES	104.11	
06-419798	003915		01 07/20/2009	510-6052-501.40-62	UNIFORM SUPPLIES	103.97	
06-422221	004266		01 07/20/2009	510-6052-501.40-62	UNIFORM SUPPLIES	104.12	
					VENDOR TOTAL *	416.16	
0017786	ARTEX INC						

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0017786 A46750	ARTEX INC 004204		01 07/20/2009	110-7060-451.60-44	TRANSPORTATION/ARTIFACTS	762.00	
					VENDOR TOTAL *	762.00	
0018011 24964	ASSAAD, MICHAEL/TRACEY 004055		01 07/20/2009	110-0000-316.00-00	TRANSFER STAMP REFUND	900.00	
					VENDOR TOTAL *	900.00	
0007161 440128 440388 441080	ASSOCIATED TIRE & BATTERY CO, INC 003820 003913 004378		01 07/20/2009 01 07/20/2009 01 07/20/2009	110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16	PARTS/SUPPLIES PARTS/SUPPLIES PARTS/SUPPLIES	150.29 166.40 148.16	
					VENDOR TOTAL *	464.85	
0000095 827125944X06250003813 827125944X06250003812	AT & T MOBILITY 004022 004021		01 07/20/2009 01 07/20/2009	110-4020-422.30-75 110-5030-421.30-75	MONTHLY PHONE MONTHLY PHONE	158.04 177.80	
					VENDOR TOTAL *	335.84	
0012277 63094131383002 63094177983665 63094112299292 63083402982045 63094131383002 63027936943334	AT&T 004022 004021 004024 003805 004023 004333		01 07/20/2009 01 07/20/2009 01 07/20/2009 01 07/20/2009 01 07/20/2009 01 07/20/2009	110-1001-411.30-75 110-4020-422.30-75 110-5030-421.30-75 110-6040-431.30-75 510-6055-502.30-75 530-0088-503.30-75	MONTHLY PHONE MONTHLY PHONE MONTHLY PHONE MONTHLY PHONE MONTHLY PHONE MONTHLY PHONE	13.52 93.44 30.73 82.67 13.52 27.10	
					VENDOR TOTAL *	260.98	
0008569 9943	BATTERIES PLUS 003440		01 07/09/2009	530-0088-503.50-14	BATTERIES	CHECK #: 126590	491.20-
					VENDOR TOTAL *	.00	491.20-
0014328 9943	BATTERIES UNLIMITED INC 003440		01 07/10/2009	530-0088-503.50-14	BATTERIES	CHECK #: 126929	491.20
					VENDOR TOTAL *	.00	491.20
0013718 1277.000	BENES, JAMES J, & ASSOCS, INC 004466		01 07/20/2009	310-0089-461.80-24	PROF ENG SVCS	708.06	
					VENDOR TOTAL *	708.06	
0000059 6/2-7/7/09	BERGHEGER, BRIAN-PETTY CASH 004394		01 07/10/2009	110-7060-451.30-49	POSTAGE	CHECK #: 126928	4.95
					VENDOR TOTAL *	.00	4.95
0013075 34907	BERKELEY TRUCKING INC 004267		01 07/20/2009	510-6056-502.40-49	STONE	3,415.32	
					VENDOR TOTAL *	3,415.32	
0000061	BERKHEIMER CO INC, G W						

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0000061	BERKHEIMER CO INC, G W						
996691	004311		01 07/20/2009	110-4020-422.50-01	HVAC REPAIR	44.57	
996666	004315		01 07/20/2009	110-4020-422.50-01	AIR VENT DAMPER	71.27	
996692	004312		01 07/20/2009	110-6046-418.50-01	VOLTAGE MONITOR	127.29	
990127	004313		01 07/20/2009	110-6046-418.40-98	TEST LEADS	10.52	
990123	004314		01 07/20/2009	110-7060-451.50-01	TIMER	170.09	
					VENDOR TOTAL *	423.74	
0000063	BERLAND'S HOUSE OF TOOLS						
345955	004304		01 07/20/2009	110-4020-422.50-01	DOOR REPAIRS	2.59	
762155	004305		01 07/20/2009	110-6046-418.40-98	SAW BLADES SHARPENING	33.00	
					VENDOR TOTAL *	35.59	
0010307	BEST QUALITY CLEANING INC						
34198	003834		01 07/20/2009	110-6046-418.30-14	CLEANING SVCS	6,509.00	
34199	003838		01 07/20/2009	110-6046-418.30-14	CLEANING SVCS	150.00	
34201	003841		01 07/20/2009	110-6046-418.30-14	CLEANING SVCS	95.00	
34198	003836		01 07/20/2009	510-6057-502.30-14	CLEANING SVCS	339.00	
34200	003839		01 07/20/2009	510-6057-502.30-14	CLEANING SVCS	625.00	
					VENDOR TOTAL *	7,718.00	
0017368	BIOVIR LABORATORIES, INC						
091519	003847		01 07/20/2009	510-6057-502.30-33	LAB TESTING SLUDGE	602.15	
					VENDOR TOTAL *	602.15	
0015985	BLOSS, KATHERINE/RICHARD						
24890	003878		01 07/20/2009	110-0000-316.00-00	TRANSFER TAX REFUND	682.50	
					VENDOR TOTAL *	682.50	
0004998	BORYS STANLEY S						
000040533	UT		01 07/20/2009	510-0000-113.02-00	UB CR REFUND	22.07	
					VENDOR TOTAL *	22.07	
0015265	BOWEN ENGINEERING CORP						
07-34	004361		01 07/20/2009	510-6057-502.80-20	AERATION DIFFUSER REPLACE	110,874.04	
					VENDOR TOTAL *	110,874.04	
0017600	BOYKE, MARYANNE						
550 HAWTHORNE	004235		01 07/20/2009	110-6041-432.30-55	REAR YARD DRAIN PROGRAM	1,948.80	
					VENDOR TOTAL *	1,948.80	
0007850	BREWER CO						
489594	004082		01 07/20/2009	110-6041-432.40-52	STRIPING MACHINE PARTS	237.90	
					VENDOR TOTAL *	237.90	
0001899	BRISTOL HOSE & FITTING MAIN WAREHSE						
00218723	003889		01 07/20/2009	110-6047-512.50-02	TRK/PARTS PW88	124.81	
00219467	004430		01 07/20/2009	110-6047-512.50-16	PROTECTIVE SLEEVE	171.90	
00219406	004431		01 07/20/2009	110-6047-512.50-16	TRK/PARTS PW94	263.43	

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0001899	BRISTOL HOSE & FITTING MAIN WAREHSE						
					VENDOR TOTAL *	560.14	
0014533	BROOK ELECTRICAL DISTRIBUTION						
S2239508.001	004505		01 07/20/2009	110-6044-435.40-98	FOUNTAIN PARTS	1,133.86	
					VENDOR TOTAL *	1,133.86	
0000084	BURGIN, DENNIS						
06/15-06/30/09	004492		01 07/20/2009	110-0086-453.30-52	CATV PROF SVC	647.00	
07/08/2009	004493		01 07/20/2009	110-0086-453.30-52	PROFESSIONAL SVCS	40.00	
					VENDOR TOTAL *	687.00	
0013662	BURRIS EQPT CO						
PS44945	004077		01 07/20/2009	110-6047-512.50-16	FUEL FILTER	91.40	
					VENDOR TOTAL *	91.40	
0013882	BUSINESS LEDGER, THE						
10/15/2009	004061		01 07/20/2009	110-0094-454.60-45	EXHIBITOR FEE	350.00	
					VENDOR TOTAL *	350.00	
0009267	C J C AUTO PARTS & TIRES						
534277	003821		01 07/20/2009	110-6047-512.50-16	PARTS/SUPPLIES	363.24	
531537	004406		01 07/20/2009	110-6047-512.50-16	TRK/PARTS PD-7	10.34	
536249	004407		01 07/20/2009	110-6047-512.50-16	A/C REPAIRS	150.80	
536371	004408		01 07/20/2009	110-6047-512.50-16	DEGREASER/BRAKE CLEAN	335.88	
					VENDOR TOTAL *	860.26	
0004821	C-A CEMENT CONST INC						
09-02	004169		01 07/20/2009	110-6041-432.80-15	2009 CONTRACT PAVING PROG	67,558.28	
					VENDOR TOTAL *	67,558.28	
0008465	CACCITOLO, MICHAEL						
06/19/2009	003936		01 07/20/2009	110-4020-422.60-98	MEMBERSHIP	45.52	
					VENDOR TOTAL *	45.52	
0005707	CANON BUSINESS SOLUTIONS, INC						
4002408730	004237		01 07/20/2009	110-3015-414.30-21	COPIER MAINT	97.88	
4002408730	004238		01 07/20/2009	110-4020-422.30-21	COPIER MAINT	97.87	
4002408730	004240		01 07/20/2009	110-6040-431.30-21	COPIER MAINT	97.87	
4002408730	004239		01 07/20/2009	110-7060-451.30-21	COPIER MAINT	97.88	
					VENDOR TOTAL *	391.50	
0012518	CAR REFLECTIONS						
011317	004432		01 07/20/2009	110-6047-512.50-16	DECAL/PD-14	42.00	
					VENDOR TOTAL *	42.00	
0004207	CARNEY, PAUL						
05/07-05/20/09	003927		01 07/20/2009	110-5030-421.60-05	EXPENSE REIMBURSEMENT	44.14	
					VENDOR TOTAL *	44.14	
0008716	CASE LOTS INC						

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0008716	CASE LOTS INC							
015880	004545		01	07/20/2009	110-2006-413.40-98	SUPPLIES	28.57	
015880	004546		01	07/20/2009	110-4020-422.40-98	SUPPLIES	28.57	
015880	004547		01	07/20/2009	110-5030-421.40-98	SUPPLIES	28.57	
015586	004043		01	07/20/2009	110-6041-432.40-98	SUPPLIES	34.48	
015880	004548		01	07/20/2009	110-6041-432.40-98	SUPPLIES	28.57	
015586	004044		01	07/20/2009	110-6043-434.40-98	SUPPLIES	34.48	
015880	004549		01	07/20/2009	110-6043-434.40-98	SUPPLIES	28.57	
015586	004045		01	07/20/2009	110-6044-435.40-98	SUPPLIES	34.48	
015880	004550		01	07/20/2009	110-6044-435.40-98	SUPPLIES	28.58	
015880	004551		01	07/20/2009	110-6046-418.40-98	SUPPLIES	28.58	
015586	004047		01	07/20/2009	110-6047-512.40-24	SUPPLIES	103.46	
015880	004552		01	07/20/2009	110-6047-512.40-98	SUPPLIES	28.58	
015586	004046		01	07/20/2009	510-6052-501.40-98	SUPPLIES	34.49	
015880	004553		01	07/20/2009	510-6052-501.40-98	SUPPLIES	28.58	
015586	004048		01	07/20/2009	510-6057-502.40-24	SUPPLIES	103.46	
015880	004554		01	07/20/2009	510-6057-502.40-98	SUPPLIES	28.58	
						VENDOR TOTAL *	630.60	
0011925	CDC ENTERPRISES INC							
200800275	004535		01	07/20/2009	510-6057-502.50-10	SCADA PROGRAMMING	3,250.00	
						VENDOR TOTAL *	3,250.00	
0012836	CERTIFIED FLEET SERVICES, INC							
512230	004433		01	07/20/2009	110-6047-512.50-16	TRK/PARTS F-2,F-1	397.35	
						VENDOR TOTAL *	397.35	
0008467	CERTIFIED LABORATORIES							
514709	004434		01	07/20/2009	110-6042-433.50-16	RUSTORE AEROSOL	577.47	
						VENDOR TOTAL *	577.47	
0014291	CERTIFION CORP-ENTERSECT							
19813	003926		01	07/20/2009	110-5030-421.30-98	MONTHLY SVC FEE	84.95	
30095	004096		01	07/20/2009	110-5030-421.30-98	MONTHLY MAINT FEE	84.95	
						VENDOR TOTAL *	169.90	
0014200	CHICAGO INTL TRUCKS, LLC							
807156	003874		01	07/20/2009	110-6047-512.50-02	PW-19	199.12	
102059400	003910		01	07/20/2009	110-6047-512.50-16	TRK/PARTS PW90	328.79	
102059640	004409		01	07/20/2009	110-6047-512.50-16	TRK/PARTS PW90	47.90	
						VENDOR TOTAL *	575.81	
0014402	CHICAGO PARTS & SOUND LLC							
316871	004435		01	07/20/2009	110-6047-512.50-16	TRK/PARTS PD-10	521.85	
317122	004436		01	07/20/2009	110-6047-512.50-16	CORE CREDIT	70.00	
						VENDOR TOTAL *	451.85	
0012699	CINTAS FIRST AID & SAFETY							
0343575837	003956		01	07/20/2009	110-4020-422.40-98	SUPPLIES	17.60	

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0012699	CINTAS FIRST AID & SAFETY						
0343571784	004034		01 07/20/2009	110-4020-422.40-98	SUPPLIES	20.35	
0343575837	003957		01 07/20/2009	110-5030-421.40-98	SUPPLIES	17.60	
0343571784	004035		01 07/20/2009	110-5030-421.40-98	SUPPLIES	20.35	
0343575837	003958		01 07/20/2009	110-6041-432.40-98	SUPPLIES	17.60	
0343571784	004036		01 07/20/2009	110-6041-432.40-98	SUPPLIES	20.35	
0343575837	003959		01 07/20/2009	110-6043-434.40-98	SUPPLIES	17.60	
0343571784	004037		01 07/20/2009	110-6043-434.40-98	SUPPLIES	20.35	
0343575837	003960		01 07/20/2009	110-6044-435.40-98	SUPPLIES	17.60	
0343571784	004038		01 07/20/2009	110-6044-435.40-98	SUPPLIES	20.35	
0343575837	003961		01 07/20/2009	110-6046-418.40-98	SUPPLIES	17.60	
0343571784	004039		01 07/20/2009	110-6046-418.40-98	SUPPLIES	20.35	
0343575837	003962		01 07/20/2009	110-6047-512.40-98	SUPPLIES	17.60	
0343571784	004040		01 07/20/2009	110-6047-512.40-98	SUPPLIES	20.35	
0343575837	003963		01 07/20/2009	510-6052-501.40-98	SUPPLIES	17.60	
0343571784	004041		01 07/20/2009	510-6052-501.40-98	SUPPLIES	20.35	
0343575837	003964		01 07/20/2009	510-6057-502.40-98	SUPPLIES	17.60	
0343571784	004042		01 07/20/2009	510-6057-502.40-98	SUPPLIES	20.35	
VENDOR TOTAL *						341.55	
0000109	CLARKE ENVIRONMENTAL MOSQUITO MGT						
6325209	003828		01 07/20/2009	110-0084-442.30-42	MOSQUITO ABATEMENT	45,183.00	
6325537	003830		01 07/20/2009	110-0084-442.30-42	MOSQUITO ABATEMENT	45,183.00	
6326217	004060		01 07/20/2009	110-0084-442.30-42	GYPSY MOTH APPLICATIONS	660.00	
VENDOR TOTAL *						91,026.00	
0000114	COM ED						
6983225007	004344		01 07/20/2009	110-4022-423.30-24	MONTHLY ELECTRIC	27.63	
8409121006	004346		01 07/20/2009	110-4022-423.30-24	MONTHLY ELECTRIC	27.90	
6563744012	004334		01 07/20/2009	110-6044-435.30-24	MONTHLY ELECTRIC	73.49	
6563742009	004335		01 07/20/2009	110-6044-435.30-24	MONTHLY ELECTRIC	32.21	
6981441003	004336		01 07/20/2009	110-6044-435.30-24	MONTHLY ELECTRIC	264.92	
1459073058	004337		01 07/20/2009	110-6044-435.30-24	MONTHLY ELECTRIC	78.71	
0833090001	004338		01 07/20/2009	110-6044-435.30-24	MONTHLY ELECTRIC	20.32	
0323144010	004339		01 07/20/2009	110-6044-435.30-24	MONTHLY ELECTRIC	54.64	
0114017015	004340		01 07/20/2009	110-6044-435.30-24	MONTHLY ELECTRIC	208.73	
6897727003	004341		01 07/20/2009	110-6044-435.30-24	MONTHLY ELECTRIC	111.11	
6563743015	004342		01 07/20/2009	110-6044-435.30-24	MONTHLY ELECTRIC	24.98	
6563745019	004343		01 07/20/2009	110-6044-435.30-24	MONTHLY ELECTRIC	25.52	
1843000001	004345		01 07/20/2009	110-6044-435.30-24	MONTHLY ELECTRIC	98.69	
0055090072	004347		01 07/20/2009	110-6044-435.30-24	MONTHLY ELECTRIC	17.40	
8745265005	004349		01 07/20/2009	110-6044-435.30-24	MONTHLY ELECTRIC	43.78	
8745266002	004350		01 07/20/2009	110-6044-435.30-24	MONTHLY ELECTRIC	14.14	
8745264008	004351		01 07/20/2009	110-6044-435.30-24	MONTHLY ELECTRIC	14.33	
7065190004	004352		01 07/20/2009	110-6044-435.30-24	MONTHLY ELECTRIC	157.48	
8234047019	004353		01 07/20/2009	110-6044-435.30-24	MONTHLY ELECTRIC	16.18	
0174056074	004354		01 07/20/2009	110-6044-435.30-24	MONTHLY ELECTRIC	129.38	
0477145001	004355		01 07/20/2009	110-6044-435.30-24	MONTHLY ELECTRIC	98.86	
08090-54019	004356		01 07/20/2009	110-6044-435.30-24	MONTHLY ELECTRIC	831.81	

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0000114	COM ED						
46091-64001	004357		01 07/20/2009	110-6044-435.30-24	MONTHLY ELECTRIC	1,692.50	
8745412004	004348		01 07/20/2009	530-0088-503.30-24	MONTHLY ELECTRIC	46.40	
					VENDOR TOTAL *	4,111.11	
0014623	COMCAST CABLE						
879820089048809004221			01 07/20/2009	110-4020-422.60-98	INTERNET SVC	59.95	
					VENDOR TOTAL *	59.95	
0006475	COMMUNICATIONS DIRECT INC						
SR88309	004095		01 07/20/2009	110-5030-421.30-98	MONTHLY MAINT FEE	812.00	
					VENDOR TOTAL *	812.00	
0013685	CONSERVATION DESIGN FORUM						
6096	003885		01 07/20/2009	305-6041-432.80-22	LANDSCAPE DESIGN	350.00	
6115	004536		01 07/20/2009	305-6041-432.80-22	LANDSCAPING DESIGN	175.00	
					VENDOR TOTAL *	525.00	
0003521	COUGHLIN, EDWARD						
06/28/2009	004110		01 07/20/2009	110-5030-421.60-05	EXPENSE REIMBURSEMENT	20.00	
					VENDOR TOTAL *	20.00	
0011054	COULTER TRANSPORTATION CONSULTING						
262	004170		01 07/20/2009	110-6040-431.30-26	PROF ENG SVCS	8,960.00	
					VENDOR TOTAL *	8,960.00	
0018025	COUNTRYSIDE LAWN & GARDEN, INC						
117640	004437		01 07/20/2009	110-6047-512.50-16	TRK/PARTS PW122	261.02	
					VENDOR TOTAL *	261.02	
0018020	DAVIS, RICK						
642 SPRING RD	004234		01 07/20/2009	110-6041-432.30-55	REAR YARD DRAIN PROGRAM	1,000.00	
					VENDOR TOTAL *	1,000.00	
0013620	DAY & ROBERT PC						
23328	004059		01 07/20/2009	310-0089-461.30-52	PROFESSIONAL SVCS	1,404.00	
					VENDOR TOTAL *	1,404.00	
0017351	DON-EZ SERVICES, INC						
602	003946		01 07/20/2009	110-6043-434.30-34	GRASS CUTTING	100.00	
601	003947		01 07/20/2009	110-6043-434.30-34	GRASS CUTTING	125.00	
					VENDOR TOTAL *	225.00	
0005777	DOWN UNDER CONSTRUCTION						
#2	004468		01 07/20/2009	110-6041-432.30-55	2009 REAR YARD DRAIN PROG	19,822.43	
090630	004280		01 07/20/2009	510-6052-501.80-12	WATER SERVICE UPGRADE	3,775.00	
					VENDOR TOTAL *	23,597.43	
0000153	DU-COMM						

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VEND NO	VENDOR NAME	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0000153	DU-COMM							
13912	004541		01	07/20/2009	382-0000-463.80-35	ANTENNA SUPPLIES	167.88	
13911	004542		01	07/20/2009	382-0000-463.80-35	ANTENNA SUPPLIES	104.77	
						VENDOR TOTAL *	272.65	
0003545	DUDEK DESIGN							
062509	003935		01	07/20/2009	110-3015-414.60-51	BUSINESS CARDS	78.00	
						VENDOR TOTAL *	78.00	
0000624	DUPAGE CNTY CLERK							
J. KVETON	004162		01	07/20/2009	110-5030-421.60-37	NOTARY CERTIFICATE	10.00	
K. EVENSON	004527		01	07/20/2009	110-5030-421.60-37	NOTARY CERTIFICATE	10.00	
						VENDOR TOTAL *	20.00	
0002873	DUPAGE CONVENTION & VISITORS BUREAU							
M6691	004489		01	07/20/2009	110-0094-454.60-37	QUARTERLY DUES/FEB/MAR/	4,495.95	
						VENDOR TOTAL *	4,495.95	
0000161	DUPAGE COUNTY RECORDER							
200906290079	003823		01	07/20/2009	110-1001-411.30-54	RECORDING SVCS	37.50	
200906300233	004087		01	07/20/2009	110-1001-411.30-54	RECORDING SVCS	7.50	
200906240097	004367		01	07/20/2009	110-1001-411.30-54	RECORDING SVCS	47.00	
200907070071	004504		01	07/20/2009	110-1001-411.30-54	RECORDING SVCS	7.50	
						VENDOR TOTAL *	99.50	
0000164	DUPAGE MATERIALS CO							
60307MB	003917		01	07/20/2009	110-6041-432.40-02	ASPHALT	204.51	
60292MB	003918		01	07/20/2009	110-6041-432.40-02	ASPHALT	157.08	
60275MB	003919		01	07/20/2009	110-6041-432.40-02	ASPHALT	310.59	
60369MB	004069		01	07/20/2009	110-6041-432.40-02	ASPHALT	155.55	
60347MB	004248		01	07/20/2009	110-6041-432.40-02	ASPHALT	187.17	
60383MB	004249		01	07/20/2009	110-6041-432.40-02	ASPHALT	205.53	
						VENDOR TOTAL *	1,220.43	
0000167	DUPAGE TOPSOIL INC							
029396	003955		01	07/20/2009	110-6043-434.40-59	TOPSOIL	265.00	
						VENDOR TOTAL *	265.00	
0000169	DUPAGE WATER COMMISSION							
8287	004020		01	07/20/2009	510-6050-501.90-90	FIXED COST ASSESSMENT	29,735.55	
8287	004019		01	07/20/2009	510-6051-501.30-20	WATER CONSUMPTION	183,496.32	
						VENDOR TOTAL *	213,231.87	
0014731	ECS							
08-3171	004195		01	07/20/2009	110-1001-411.20-07	CHECKS/BANKING FEE	.24	
08-3171	004192		01	07/20/2009	110-4020-422.20-07	W/C CLAIMS	130.00	
08-3171	004196		01	07/20/2009	110-4020-422.20-07	CHECKS/BANKING FEE	27.24	
08-3171	004191		01	07/20/2009	110-5030-421.20-07	W/C CLAIMS	130.00	
08-3171	004197		01	07/20/2009	110-5030-421.20-07	CHECKS/BANKING FEE	27.24	

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0014731	ECS							
08-3171	004193		01	07/20/2009	110-6040-431.20-07	W/C CLAIMS	830.00	
08-3171	004198		01	07/20/2009	110-6040-431.20-07	CHECKS/BANKING FEE	48.24	
08-3171	004194		01	07/20/2009	510-6050-501.20-07	W/C CLAIMS	130.00	
08-3171	004199		01	07/20/2009	510-6050-501.20-07	CHECKS/BANKING FEE	3.24	
08-3171	004200		01	07/20/2009	510-6055-502.20-07	CHECKS/BANKING FEE	13.80	
VENDOR TOTAL *							1,340.00	
0000176	ELMHURST CAMERA IMAGE CENTER							
06/29/2009	003943		01	07/20/2009	110-5030-421.30-28	PHOTO PROCESSING	23.70	
544709	004080		01	07/20/2009	510-6052-501.40-98	PHOTO PROCESSING	33.00	
VENDOR TOTAL *							56.70	
0000177	ELMHURST CHAMBER OF COMMERCE							
07/08/2009	004054		01	07/20/2009	110-3015-414.60-45	GOLF OUTING	40.00	
VENDOR TOTAL *							40.00	
0001579	ELMHURST CITY CENTRE							
2008	003879		01	07/20/2009	110-0000-311.01-52	RE TAX DIST SSA 6	14,707.86	
2008	003880		01	07/20/2009	110-0000-311.01-52	INT OF UNDIST TAX SSA 6	7.00	
2008	003881		01	07/20/2009	110-0000-311.01-53	RE TAX DIST SSA 7	4,938.87	
2008	003882		01	07/20/2009	110-0000-311.01-53	INT ON UNDIST TAX SSA 7	5.27	
2008	003883		01	07/20/2009	310-0089-461.60-61	TIF I CONTRIB TO SSA 6	27,191.65	
2008	003884		01	07/20/2009	310-0089-461.60-61	TIF I CONTRIB TO SSA 7	7,001.18	
VENDOR TOTAL *							53,851.83	
0014621	ELMHURST CLAIMS ACCOUNT - CLAIM SVC							
7504366944	004328		01	07/20/2009	110-4020-422.20-07	SELF INSURED LOSS FUND	7,646.32	
7504366944	004332		01	07/20/2009	110-4020-422.20-07	SELF INSURED LOSS FUND	159.70	
7504366944	004380		01	07/20/2009	110-4020-422.20-07	SELF INSURED LOSS FUND	8,287.24	
7504366944	004329		01	07/20/2009	110-5030-421.20-07	SELF INSURED LOSS FUND	4,925.73	
7504366944	004381		01	07/20/2009	110-5030-421.20-07	SELF INSURED LOSS FUND	4,578.38	
7504366944	004383		01	07/20/2009	110-5030-421.20-07	SELF INSURED LOSS FUND	1,876.27	
7504366944	004330		01	07/20/2009	110-6040-431.20-07	SELF INSURED LOSS FUND	5,235.32	
7504366944	004382		01	07/20/2009	110-6040-431.20-07	SELF INSURED LOSS FUND	2,590.30	
7504366944	004384		01	07/20/2009	110-6040-431.20-07	SELF INSURED LOSS FUND	451.44	
7504366944	004331		01	07/20/2009	510-6055-502.20-07	SELF INSURED LOSS FUND	36.90	
VENDOR TOTAL *							35,787.60	
0014698	ELMHURST CLAIMS ACCT (ALTERNATIVE)							
7504366944	004017		01	07/20/2009	110-0082-416.60-02	SELF INSURED LOSS FUND	6,402.50	
7504366944	004018		01	07/20/2009	110-0082-416.60-28	SELF INSURED LOSS FUND	1,276.50	
VENDOR TOTAL *							7,679.00	
0015836	ELMHURST INDEPENDENT - ROCK VALLEY							
714333	003825		01	07/20/2009	110-3015-414.30-54	LEGAL NOTICE	65.25	
VENDOR TOTAL *							65.25	
0010298	ELMHURST LINCOLN MERCURY							

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0010298	ELMHURST LINCOLN MERCURY						
436637	003873		01 07/20/2009	110-6047-512.50-16	PD-19	21.78	
436680	004438		01 07/20/2009	110-6047-512.50-16	STOCK	10.80	
C82975	004439		01 07/20/2009	110-6047-512.50-02	TRK/PARTS PD-10	89.95	
					VENDOR TOTAL *	122.53	
0015636	ELMHURST MEMORIAL HOSP-REMITT DR						
E00002402135	004388		01 07/06/2009	110-2007-413.30-47	FIRE FIGHTER PHYSICAL	CHECK #: 126924	347.78
					VENDOR TOTAL *	.00	347.78
0017934	ELMHURST MEMORIAL OCCUP CAROL STRM						
52157	004171		01 07/20/2009	110-2007-413.30-47	ANNUAL FIRE PHYSICALS	.59	
52143	004172		01 07/20/2009	110-2007-413.30-47	ANNUAL FIRE PHYSICALS	5.99	
52153	004173		01 07/20/2009	110-2007-413.30-47	ANNUAL FIRE PHYSICALS	5.99	
52158	004174		01 07/20/2009	110-2007-413.30-47	ANNUAL FIRE PHYSICALS	5.99	
52162	004175		01 07/20/2009	110-2007-413.30-47	ANNUAL FIRE PHYSICALS	5.99	
52163	004176		01 07/20/2009	110-2007-413.30-47	ANNUAL FIRE PHYSICALS	5.99	
52733	004177		01 07/20/2009	110-2007-413.30-47	PHYSICAL	350.00	
					VENDOR TOTAL *	380.54	
0000188	ELMHURST PARK DISTRICT						
01280	004236		01 07/20/2009	110-0000-313.03-03	MUNICIPAL TAX REIMBURSE	282.59	
					VENDOR TOTAL *	282.59	
0000193	ELMHURST POSTMASTER-PERMIT 47						
6/30/09	003790		01 06/30/2009	510-6050-501.30-49	WATER BILL MAILINGS	CHECK #: 126515	1,800.00
6/30/09	003791		01 06/30/2009	510-6055-502.30-49	SEWER BILL MAILINGS	CHECK #: 126515	1,800.00
					VENDOR TOTAL *	.00	3,600.00
0017007	FACILITY SOLUTIONS GROUP						
1724520-00	004514		01 07/20/2009	110-6044-435.40-98	CAPACITORS	317.85	
1737469-00	004256		01 07/20/2009	110-6046-418.50-01	LAMP	81.23	
					VENDOR TOTAL *	399.08	
0000209	FASTENAL CO						
ILELM4387	004062		01 07/20/2009	110-6041-432.40-98	SUPPLIES	31.32	
ILELM4387	004063		01 07/20/2009	110-6043-434.40-98	SUPPLIES	31.31	
ILELM4387	004064		01 07/20/2009	110-6044-435.40-98	SUPPLIES	31.31	
ILELM4387	004065		01 07/20/2009	110-6046-418.40-98	SUPPLIES	31.31	
ILADD36861	004375		01 07/20/2009	110-6046-418.40-98	CUTTER WHEEL	53.16	
ILELM4387	004066		01 07/20/2009	110-6047-512.40-98	SUPPLIES	31.31	
ILELM4387	004067		01 07/20/2009	510-6052-501.40-98	SUPPLIES	31.31	
ILELM4387	004068		01 07/20/2009	510-6057-502.40-98	SUPPLIES	31.31	
					VENDOR TOTAL *	272.34	
0005199	FDSOA MEMBERSHIP SERVICES						
808	004469		01 07/20/2009	110-4020-422.60-37	MEMBERSHIP	85.00	
					VENDOR TOTAL *	85.00	
0013212	FEDEX						

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0013212	FEDEX						
9-246-27930	004540		01 07/20/2009	110-3015-414.60-10	SHIPPING FEES	20.30	
9-238-95636	004227		01 07/20/2009	110-7060-451.60-44	SHIPPING FEES	1,043.16	
					VENDOR TOTAL *	1,063.46	
0012480	FELLER & SONS INC						
323688	003945		01 07/20/2009	110-0083-443.60-48	PAPER SUPPLIES	28.45	
323688	003944		01 07/20/2009	110-7060-451.60-42	PAPER SUPPLIES	28.45	
					VENDOR TOTAL *	56.90	
0018002	FILTER SERVICES OF IL						
97327	003819		01 07/20/2009	110-6046-418.50-01	STANDARD PLEAT	974.72	
					VENDOR TOTAL *	974.72	
0017663	FIRE SAFETY CONSULTANTS, INC						
2009-6039	004233		01 07/20/2009	110-4020-422.30-98	CONSULTANT FEES	1,875.00	
					VENDOR TOTAL *	1,875.00	
0005438	FLEET SAFETY SUPPLY						
47938	003872		01 07/20/2009	110-5030-421.40-98	PD-29	42.00	
					VENDOR TOTAL *	42.00	
0000220	FLESCH CO INC, GORDON						
OKF782	003807		01 07/20/2009	110-5030-421.30-21	COPIER MAINT	124.82	
					VENDOR TOTAL *	124.82	
0010284	FLOLO CORP						
359333	004534		01 07/20/2009	510-6057-502.50-08	MOTOR REPLACEMENT	165.00	
					VENDOR TOTAL *	165.00	
0013319	FLUORECYCLE, INC						
18496	004507		01 07/20/2009	110-6044-435.40-98	RECYCLE LAMPS	263.68	
					VENDOR TOTAL *	263.68	
0007538	FOREMAN, JOSEPH D CO						
244798	003827		01 07/20/2009	510-6057-502.50-05	DIG CIRC PUMP 1 CKVALVE	225.35	
					VENDOR TOTAL *	225.35	
0004582	FOUST CO, E L						
33727	004318		01 07/20/2009	110-5030-421.50-01	FILTERS	317.74	
					VENDOR TOTAL *	317.74	
0015336	FULTON TECHNOLOGIES, INC						
U-20090214	004229		01 07/20/2009	110-4022-423.50-08	WEATHER SIREN REPAIR	664.50	
					VENDOR TOTAL *	664.50	
0003929	FUTURE ENVIRONMENTAL, INC						
96262	004441		01 07/20/2009	110-6047-512.40-98	FILTER CONTAINER PICK-UP	75.00	
					VENDOR TOTAL *	75.00	
0007214	GALLAGHER AJ, RISK MGMT SVCS INC						

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0007214 435645	GALLAGHER AJ, RISK 004391		01 07/20/2009	110-1001-411.70-01	MGMT SVCS INC INS RENEWAL	4,010.00	
					VENDOR TOTAL *	4,010.00	
0008274 619513MB	GALLAGHER MATERIALS, INC 004081		01 07/20/2009	110-6041-432.40-02	ASPHALT	2,196.72	
					VENDOR TOTAL *	2,196.72	
0018026 32	GARCIA, JOYCE 004465		01 07/20/2009	530-0000-341.50-00	PARKING PERMIT REFUND	25.50	
					VENDOR TOTAL *	25.50	
0008476 112030	GO PROMOTIONS 004205		01 07/20/2009	110-7060-451.40-43	T-SHIRTS FOR RESALE	1,481.09	
					VENDOR TOTAL *	1,481.09	
0006302 0033420	GODING ELECTRIC 004320		01 07/20/2009	530-0088-503.50-08	EXHAUST FAN MOTOR REPAIR	205.50	
					VENDOR TOTAL *	205.50	
0000242 9009879538 9021360640 9022860051	GRAINGER 004509 004510 004508		01 07/20/2009 01 07/20/2009 01 07/20/2009	110-6044-435.40-98 110-6044-435.40-98 110-6046-418.50-01	LIGHTING CONTACTOR CAUTION TAPE HOUSING/SOCKETS REPLACE	277.65 72.10 1,660.12	
					VENDOR TOTAL *	2,009.87	
0011686 139979 140019 140018 139944 138718 140366 140472 140530 139246 140290 140582	GRAND AUTO PARTS 003906 003907 003908 003909 004410 004411 004412 004413 004414 004415 004416		01 07/20/2009 01 07/20/2009	110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.40-53 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16	TRK/PARTS PW94 AUTO/PARTS E-32 RETURNED MERCHANDISE COUPLERS TRK/PARTS PD-15 TRK/PARTS PD-10 TRK/PARTS PD-25 AUTO/PARTS E-14 AUTO/PARTS E-9 RETURNED MERCHANDISE RETURNED MERCHANDISE	126.12 207.10 9.00 79.70 11.02 1.02 173.41 141.31 281.17 235.47 300.00	
					VENDOR TOTAL *	476.38	
0012796 6210	GRASSROOTS LANDSCAPE SPECIALTIES 004529		01 07/20/2009	510-6057-502.50-01	LANDSCAPING CLEANUP/WELLS	470.00	
					VENDOR TOTAL *	470.00	
0009312 5093085 5093085 5093085 5093085	GREEN SUPPLY INC (GSI) 004258 004257 004259 004260		01 07/20/2009 01 07/20/2009 01 07/20/2009 01 07/20/2009	110-4020-422.40-98 110-5030-421.40-98 110-6041-432.40-98 110-6043-434.40-98	SUPPLIES SUPPLIES SUPPLIES SUPPLIES	11.96 95.70 1.99 1.99	

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0009312	GREEN SUPPLY INC (GSI)						
5093085	004261		01 07/20/2009	110-6044-435.40-98	SUPPLIES	1.99	
5093085	004262		01 07/20/2009	110-6046-418.40-98	SUPPLIES	1.99	
5093085	004263		01 07/20/2009	110-6047-512.40-98	SUPPLIES	1.99	
5093085	004264		01 07/20/2009	510-6052-501.40-98	SUPPLIES	1.99	
					VENDOR TOTAL *	119.60	
0005494	HBK WATER METER SERVICE, INC						
09-296	004278		01 07/20/2009	510-6050-501.30-26	BUILDING INSPECTIONS	600.00	
09-278	004279		01 07/20/2009	510-6050-501.30-26	BUILDING INSPECTIONS	480.00	
					VENDOR TOTAL *	1,080.00	
0015904	HD SUPPLY WATERWORKS, LTD						
9156055	004071		01 07/20/2009	510-6052-501.40-51	SERVICE LINES	231.00	
9177445	004275		01 07/20/2009	510-6052-501.40-07	WATER SYSTEM REPAIRS	710.00	
8995518	004276		01 07/20/2009	510-6052-501.40-07	WATER SYSTEM REPAIRS	1,660.00	
9173083	004277		01 07/20/2009	510-6052-501.40-07	WATER SYSTEM REPAIRS	220.00	
					VENDOR TOTAL *	2,821.00	
0009456	HIGHWAY TECHNOLOGIES, INC						
347945-001	004078		01 07/20/2009	110-6041-432.30-06	MESSAGE BOARDS RENTAL	530.00	
65024877-001	004296		01 07/20/2009	110-6046-418.50-01	SIGN/BLANK	18.72	
65024573-001	004297		01 07/20/2009	110-6046-418.50-01	FOUNTAIN SIGN MATERIALS	53.52	
65025709-001	004298		01 07/20/2009	110-6046-418.50-01	SIGN/BLANK	18.72	
					VENDOR TOTAL *	620.96	
0018005	HMA SALES ASSOCS						
1116	003951		01 07/20/2009	382-0000-463.80-35	BEDSPREADS	291.00	
					VENDOR TOTAL *	291.00	
0018019	HOEFER ENTS						
4254	004281		01 07/20/2009	110-0094-454.60-45	AD	1,354.50	
					VENDOR TOTAL *	1,354.50	
0006864	HOME DEPOT 1919-NORTHLAKE						
023086/1112821	004310		01 07/20/2009	110-4020-422.50-01	DOOR RESURFACING	33.10	
009338/5024439	004523		01 07/20/2009	110-6044-435.40-98	SAW BLADES	34.94	
					VENDOR TOTAL *	68.04	
0012341	HOME DEPOT 1982-OAKBROOK TERR						
022966/2590968	004307		01 07/20/2009	110-4020-422.50-01	DOOR RESURFACING	76.16	
006259/8013319	004309		01 07/20/2009	110-4020-422.50-01	SHELVING	15.47	
006519/8024603	004308		01 07/20/2009	110-6046-418.50-01	SHELVING	15.47	
022138/2063975	004524		01 07/20/2009	110-6046-418.50-01	WOOD	20.74	
029345/5052597	004525		01 07/20/2009	110-7060-451.50-01	LIGHT REPAIR	43.60	
023709/1133551	004526		01 07/20/2009	110-7060-451.50-01	LIGHT LENS REPLACEMENT	21.87	
030673/4133678	004401		01 07/20/2009	382-0000-463.80-35	SPRING CLIPS	41.82	
007954/7024855	004543		01 07/20/2009	510-6056-502.50-01	OUTSIDE LIGHTING	354.52	
					VENDOR TOTAL *	589.65	
0000278	HOUSE OF GLASS						

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0000278 17248 17129	HOUSE OF GLASS 004292 004293		01 07/20/2009 01 07/20/2009	110-4020-422.50-01 110-5030-421.50-01	WINDOW REPLACEMENT MIRROR REPLACEMENT	17.50 249.32	
VENDOR TOTAL *						266.82	
0018004 182	HUGHART, JEFF/PETERSON, LAURA KENMORE 003954		01 07/20/2009	110-6043-434.40-98	IRRIGATION REPAIR	45.00	
VENDOR TOTAL *						45.00	
0015741 16144	HUNTCO SUPPLY, LLC 004079		01 07/20/2009	110-6041-432.40-20	BIKE RACKS	3,932.00	
VENDOR TOTAL *						3,932.00	
0000280 5683	HURLEY CO, CLAUDE H 004241		01 07/20/2009	382-0000-463.80-28	PROFESSIONAL ENG SVCS	2,226.25	
VENDOR TOTAL *						2,226.25	
0007329 5011762642 5011762642 5011776609 5011776609 5011719831 5011677644 5011719831 5011762642 5011762642	IKON OFFICE SOLUTIONS 004025 004026 004108 004109 003809 003810 003808 004027 004028		01 07/20/2009 01 07/20/2009 01 07/20/2009 01 07/20/2009 01 07/20/2009 01 07/20/2009 01 07/20/2009 01 07/20/2009 01 07/20/2009	110-1001-411.30-21 110-2007-413.30-21 110-2007-413.30-21 110-3015-414.30-21 110-5030-421.30-21 110-5030-421.30-21 110-6040-431.30-21 110-6040-431.30-21 510-6050-501.30-21	COPIER MAINT COPIER MAINT COPIER MAINT COPIER MAINT COPIER MAINT COPIER MAINT COPIER MAINT COPIER MAINT COPIER MAINT	493.33 493.32 920.73 920.72 561.11 207.39 214.55 254.13 254.13	
VENDOR TOTAL *						4,319.41	
0018021 7/8/09	IL FRATERNAL ORDER OF POLICE 004389		01 07/10/2009	110-2007-413.60-98	ARBITRATION PANEL FEE	CHECK #: 126925	25.00
VENDOR TOTAL *						.00	25.00
0001319 7/6/09	IL SEC OF STATE - VEHICLE SVCS 004390		01 07/10/2009	110-6040-431.40-65	SOS VEHICLE TAPE	CHECK #: 126926	500.00
VENDOR TOTAL *						.00	500.00
0003391 8185 8343	IL TACTICAL OFFICERS ASSN 003941 003942		01 07/20/2009 01 07/20/2009	110-5030-421.60-11 110-5030-421.60-11	TRAINING CLASS TRAINING CLASS	10.00 180.00	
VENDOR TOTAL *						190.00	
0000288 8/1/09-7/31/10	ILLINOIS MUNICIPAL LEAGUE 004366		01 07/20/2009	110-1001-411.60-11	MEMBERSHIP	2,177.00	
VENDOR TOTAL *						2,177.00	
0013660 33211 33194	INFOTRACK INFORMATION SERVICES, INC 004274 004483		01 07/20/2009 01 07/20/2009	110-1001-411.30-52 110-7060-451.60-42	BACKGROUND CHECKS BACKGROUND CHECKS	385.00 145.00	

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0013660 33212	INFOTRACK INFORMATION SERVICES, INC 004484		01 07/20/2009	110-7060-451.60-42	BACKGROUND CHECKS	25.00	
					VENDOR TOTAL *	555.00	
0004580 29709	JC LICHT - ELMHURST 003877		01 07/20/2009	530-0000-341.50-00	PARKING PERMIT REFUNDS	150.00	
					VENDOR TOTAL *	150.00	
0000976 87848 87844 87872	JIM'S TOWING 004105 004106 004107		01 07/20/2009 01 07/20/2009 01 07/20/2009	110-5030-421.60-27 110-5030-421.60-27 110-5030-421.60-27	TOWING SVCS/CASE#09-22490 TOWING SVCS/CASE#09-22306 TOWING SVCS/CASE#09-21937	350.00 350.00 350.00	
					VENDOR TOTAL *	1,050.00	
0002709 6/29/09	JOHNSON, VALERIE 003801		01 06/30/2009	798-0000-210.35-00	IMRF REIMBURSEMENT	CHECK #: 126517	768.88
					VENDOR TOTAL *	.00	768.88
0000022 5535 2560	JULIANNES BAKERY 003925 004282		01 07/20/2009 01 07/20/2009	110-5030-421.60-14 110-5030-421.60-98	DARE CAKE ANNIVERSARY CAKE	56.99 25.00	
					VENDOR TOTAL *	81.99	
0013509 0575341-IN	K A STEEL CHEMICALS INC 003846		01 07/20/2009	510-6057-502.40-10	LIQUID CHLORINE	2,876.66	
					VENDOR TOTAL *	2,876.66	
0000314 351497 351498 351499 351687 359927 359931 359926 359929 356254 359930	KALE UNIFORMS 003928 003929 003930 003931 004098 004099 004100 004101 004102 004283		01 07/20/2009 01 07/20/2009	110-5030-421.40-11 110-5030-421.40-11 110-5030-421.40-11 110-5030-421.40-11 110-5030-421.40-11 110-5030-421.40-11 110-5030-421.40-11 110-5030-421.40-11 110-5030-421.40-11 110-5030-421.40-11 110-5030-421.40-11	UNIFORM SUPPLIES UNIFORM SUPPLIES	105.98 56.95 65.90 83.97 131.90 74.90 123.96 113.90 353.00 133.98	
					VENDOR TOTAL *	1,244.44	
0000318 252922	KARA CO INC 004166		01 07/20/2009	110-2008-413.40-73	PLOTTER PAPER	44.03	
					VENDOR TOTAL *	44.03	
0018031 07/13/2009	KEY & COSTELLO, PC 004559		01 07/20/2009	510-6052-501.30-38	CITY SHARE WATERMAIN	4,200.00	
					VENDOR TOTAL *	4,200.00	
0000323	KIEFT BROTHERS, INC - A/P						

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0000323	KIEFT BROTHERS, INC - A/P							
154593	004253	01		07/20/2009	110-6041-432.40-98	CEMENT	132.00	
154044	004254	01		07/20/2009	110-6041-432.40-08	INLET REPAIR	55.00	
153457	004255	01		07/20/2009	110-6041-432.40-08	INLET REPAIR	265.00	
154593	004252	01		07/20/2009	510-6052-501.40-63	VALVE/VAULTS	198.00	
154684	004531	01		07/20/2009	510-6057-502.50-01	FLOOR DRAIN PLUGS	7.00	
VENDOR TOTAL *							657.00	
0011896	KIMBALL MIDWEST							
1111472	003868	01		07/20/2009	110-6047-512.50-16	NUTS/BOLTS/STOCK	283.19	
1118688	003869	01		07/20/2009	110-6047-512.50-16	NUTS/BOLTS/STOCK	311.32	
1127568	004442	01		07/20/2009	110-6047-512.50-16	NUTS/BOLTS/STOCK	306.89	
VENDOR TOTAL *							901.40	
0015276	KING, DAVID & ASSOCS, INC							
3404	003934	01		07/20/2009	110-6046-418.60-69	MANAGEMENT FEES	1,714.85	
3403	003933	01		07/20/2009	310-0089-461.30-52	MANAGEMENT FEES	1,000.00	
VENDOR TOTAL *							2,714.85	
0015660	KINGS POINT TRUCK LANE							
17329	003867	01		07/20/2009	110-6047-512.50-02	PW-108 SAFETY LANE	25.00	
VENDOR TOTAL *							25.00	
0014457	KRANZ, INC							
6067028-00	004316	01		07/20/2009	110-6046-418.50-01	STAIR TREADS CLEANER	13.51	
VENDOR TOTAL *							13.51	
0000331	KUBIESA, SPIROFF, GOSSELAR,							
58010	004494	01		07/20/2009	110-0081-415.30-62	UNUSED ASST CITY ATTY RET	250.00	
58010	004495	01		07/20/2009	110-0081-415.30-63	UNUSED PROSECUTION RETAIN	442.00	
58010M	004496	01		07/20/2009	110-0081-415.30-16	PROFESSIONAL SERVICES	238.00	
58010M	004497	01		07/20/2009	110-0081-415.30-62	PROFESSIONAL SERVICES	3,809.00	
58010M	004498	01		07/20/2009	110-0081-415.30-63	PROFESSIONAL SERVICES	2,566.00	
58010M	004499	01		07/20/2009	110-0081-415.30-44	PROFESSIONAL SERVICES	886.85	
58010M	004500	01		07/20/2009	110-0081-415.30-36	PROFESSIONAL SERVICES	14,690.50	
58010M	004503	01		07/20/2009	110-1003-412.30-36	PROFESSIONAL SERVICES	68.00	
58010M	004502	01		07/20/2009	310-0089-461.30-52	PROFESSIONAL SERVICES	4,465.50	
58010M	004501	01		07/20/2009	325-0092-465.30-52	PROFESSIONAL SERVICES	901.00	
VENDOR TOTAL *							26,932.85	
0009228	KUSTOM SIGNALS INC							
394076	004092	01		07/20/2009	110-5030-421.40-31	TUNING FORKS	67.00	
VENDOR TOTAL *							67.00	
0012561	LARSON, MICHAEL							
24420	004464	01		07/20/2009	110-0000-316.00-00	TRANSFER STAMP REFUND	1,146.00	
VENDOR TOTAL *							1,146.00	
0002524	LAW BULLETIN							

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0002524 1174352 1185354	LAW BULLETIN 003932 004287		01 07/20/2009 01 07/20/2009	110-5030-421.30-98 110-5030-421.30-98	COURT DOCKET COURT DOCKETS	130.00 85.00	
VENDOR TOTAL *						215.00	
0015721 0901548-IN	LAW ENFORCEMENT ASSOCS, INC 004284		01 07/20/2009	110-5030-421.60-27	GPS PACKAGE	6,795.00	
VENDOR TOTAL *						6,795.00	
0013313 889646 890213 888540 890353	LEACH ENTERPRISES, INC 003822 004400 004443 004544		01 07/20/2009 01 07/20/2009 01 07/20/2009 01 07/20/2009	110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16 110-6047-512.50-16	FILTERS FILTERS TRK/PARTS PW176T FILTERS	24.16 79.02 339.44 78.87	
VENDOR TOTAL *						521.49	
0005326 1/549980	LESMA INSTRUMENT CO 004244		01 07/20/2009	510-6057-502.50-10	LEVEL CONTROLLER REPAIR	790.45	
VENDOR TOTAL *						790.45	
0017434 3284	LEXIPOL LLC 004094		01 07/20/2009	110-5030-421.30-12	SUBSCRIPTION	3,200.00	
VENDOR TOTAL *						3,200.00	
0012723 103874020090630004104	LEXISNEXIS 004491		01 07/20/2009	110-5030-421.30-98	MONTHLY FEE	542.25	
VENDOR TOTAL *						542.25	
0000509 06/15-06/30/09	LILJEBERG, GLEN R. 004491		01 07/20/2009	110-0086-453.30-52	CATV PROF SVC	415.00	
VENDOR TOTAL *						415.00	
0007419 06/17-07/02/09 06/17-07/02/09 06/17-07/02/09 06/17-07/02/09 06/17-07/02/09 06/17-07/02/09 06/17-07/02/09 06/17-07/02/09 06/17-07/02/09 06/17-07/02/09 06/17-07/02/09 06/17-07/02/09 06/17-07/02/09 06/17-07/02/09	LORUSSO, PATTY - PETTY CASH 004471 004472 004473 004474 004475 004476 004477 004478 004479 004480		01 07/20/2009 01 07/20/2009	110-1001-411.60-11 110-2006-413.30-49 110-2007-413.60-23 110-3015-414.40-98 110-3015-414.60-11 110-3015-414.60-45 110-4022-423.40-98 110-4022-423.50-17 110-6041-432.40-98 510-6050-501.60-11	PETTY CASH REIMBURSEMENT PETTY CASH REIMBURSEMENT	40.87 6.00 49.59 6.10 51.56 16.95 9.69 25.00 9.30 20.00	
VENDOR TOTAL *						235.06	
0006582 60944 60944	LUND INDUSTRIES, INC 004444 004445		01 07/20/2009 01 07/20/2009	110-4020-422.40-31 110-5030-421.40-31	SIREN SPEAKER SIREN SPEAKER	159.00 159.00	
VENDOR TOTAL *						318.00	
0018018	MARQUARDT & BELMONTE, PC						

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0018018 2464 2463	MARQUARDT & BELMONTE, PC 004272 004273		01 07/20/2009 01 07/20/2009	110-0081-415.30-19 110-0081-415.30-63	DUI PROSECUTIONS TRAFFIC PROSECUTIONS	3,356.06 2,689.97	
VENDOR TOTAL *						6,046.03	
0007176 07105896 07106110	MCCANN INDUSTRIES INC 003865 004447		01 07/20/2009 01 07/20/2009	110-6047-512.50-16 110-6047-512.50-16	PW-94 SCREW	185.11 19.50	
VENDOR TOTAL *						204.61	
0018023 24039	MCGUIRE ENGINEERS 004377		01 07/20/2009	110-6046-418.80-23	PROFESSIONAL SVCS	3,025.01	
VENDOR TOTAL *						3,025.01	
0002941 31973315 31973315 31973315 30643315 31973315 31241981 31179504 31973315 31681493 32270371 32452672 31973315 31764749 32377054 31080474 31234260	MCMASTER-CARR SUPPLY CO 003853 003854 003855 004513 003856 004301 004302 003857 003859 004448 004449 003858 003837 004532 004299 004300		01 07/20/2009 01 07/20/2009	110-6041-432.40-98 110-6043-434.40-98 110-6044-435.40-98 110-6044-435.40-98 110-6046-418.40-98 110-6046-418.50-01 110-6046-418.50-01 110-6047-512.40-98 110-6047-512.40-53 110-6047-512.50-16 110-6047-512.50-16 510-6051-501.40-98 510-6057-502.50-08 510-6057-502.50-10 530-0088-503.50-14 530-0088-503.50-14	SUPPLIES SUPPLIES SUPPLIES LIGHT BULB LUBRICANT SUPPLIES VINYL EDGING RETURNED MERCHANDISE SUPPLIES STOCK WELDING CURTAINS FUSES TRK/PARTS PW115 SUPPLIES BELT PRESSES WATER HOSE POLYETHYLENE SHEET/ALUMIN BULBS BULBS	14.84 14.84 14.84 10.64 14.84 24.01 3.03 14.84 377.70 9.62 192.66 14.84 12.11 28.95 101.45 181.52	
VENDOR TOTAL *						1,024.67	
0000366 410090/4 410101/4 409638/4 409649/4	MEL'S ACE HARDWARE 003911 004450 004270 004271		01 07/20/2009 01 07/20/2009 01 07/20/2009 01 07/20/2009	110-6043-434.40-98 110-6047-512.50-16 510-6052-501.40-98 510-6052-501.40-98	NYLON ROPE VINYL LETTER/NUMBER/E-27 FOIL/WIRE BRUSH PAINT PAIL	11.69 5.84 6.55 21.56	
VENDOR TOTAL *						45.64	
0007591 86007	MENARDS - HILLSIDE 004303		01 07/20/2009	110-6046-418.50-01	LOCKNUT/ACRYLIC SHEET	48.09	
VENDOR TOTAL *						48.09	
0010858 2744336	METEORLOGIX 004230		01 07/20/2009	110-4022-423.30-12	WEATHER MONITORING SVC	417.00	
VENDOR TOTAL *						417.00	
0001425	METTLER-TOLEDO, INC						

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0001425 157-00342385	METTLER-TOLEDO, INC 004530		01 07/20/2009	510-6057-502.40-25	ANNUAL BALANCE CALIBRATIO	190.00	
					VENDOR TOTAL *	190.00	
0001729 54988A 54988A	MID AMER WATER 003887 003888		01 07/20/2009 01 07/20/2009	510-6052-501.40-07 510-6052-501.40-64	WATERMAIN/FITTINGS WATERMAIN/FITTINGS	9,757.00 700.00	
					VENDOR TOTAL *	10,457.00	
0011851 0906-3	MILLER PARTNERS DESIGN 004209		01 07/20/2009	110-7060-451.30-52	IMAGE ACQUISITION	25.00	
					VENDOR TOTAL *	25.00	
0017986 20721	MILLS-GRONINGER, TIM 004222		01 07/20/2009	110-7060-451.60-39	DATABASE TRAINING/SET UP	1,020.00	
					VENDOR TOTAL *	1,020.00	
0007257 1L10-392202 1L10-392492	MOTION INDUSTRIES, INC 003840 004321		01 07/20/2009 01 07/20/2009	510-6057-502.50-01 530-0088-503.50-14	EXCEL MOWER REPAIR FAN REPAIR	22.56 28.00	
					VENDOR TOTAL *	50.56	
0000378 89906966 89908503 89908644 89908757	MOTOROLA - COLLECTION CTR DR 004451 004452 004453 004454		01 07/20/2009 01 07/20/2009 01 07/20/2009 01 07/20/2009	110-5030-421.40-41 110-5030-421.40-41 110-5030-421.40-41 110-5030-421.40-41	RADIO REPAIR RADIO TEST UNIT RADIO REPAIR BATTERIES	156.99 18.63 29.33 40.10	
					VENDOR TOTAL *	245.05	
0018008 603 CHATHAM	MUELLER, WILLIAM 003848		01 07/20/2009	110-6041-432.80-15	APRON WIDENING REFUND	222.46	
					VENDOR TOTAL *	222.46	
0011645 00108672_SNV	MUNICIPAL EMERGENCY SERVICES 003952		01 07/20/2009	110-4020-422.50-08	NOZZLE MAINT	21.00	
					VENDOR TOTAL *	21.00	
0001023 135871	MURPHY'S CONTRACTORS EQPT INC 003866		01 07/20/2009	110-6047-512.50-16	STOCK	85.20	
					VENDOR TOTAL *	85.20	
0002325 69137404	MYRON CORP 004053		01 07/20/2009	110-5030-421.40-98	POCKET CALENDARS	340.95	
					VENDOR TOTAL *	340.95	
0000383 92027 92026 92201	NAFISCO, INC 004083 004084 004164		01 07/20/2009 01 07/20/2009 01 07/20/2009	110-6041-432.30-06 110-6041-432.30-06 110-6041-432.30-06	BARRICADE RENTAL BARRICADE RENTAL BARRICADE RENTAL	550.00 190.00 273.60	

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0000383 92202	NAFISCO, INC 004165		01 07/20/2009	110-6041-432.30-06	BARRICADE RENTAL	213.60	
					VENDOR TOTAL *	1,227.20	
0000394 877969	NEENAH FOUNDRY CO 004528		01 07/20/2009	110-6041-432.40-08	INLET REPAIR	310.00	
					VENDOR TOTAL *	310.00	
0011644 N219711	NEPTUNE TECHNOLOGY GROUP INC 004268		01 07/20/2009	510-6052-501.40-68	WATER METERS	3,942.30	
					VENDOR TOTAL *	3,942.30	
0005845 99-81-68-0000	NICOR GAS 9003806		01 07/20/2009	510-6056-502.30-29	MONTHLY GAS	8,294.34	
					VENDOR TOTAL *	8,294.34	
0016554	NORTHWESTERN GROUP MARKETING						
JULY 2009	004178		01 07/20/2009	110-1001-411.20-04	HEALTH INS	40.95	
JULY 2009	004179		01 07/20/2009	110-2006-413.20-04	HEALTH INS	230.96	
JULY 2009	004180		01 07/20/2009	110-2007-413.20-04	HEALTH INS	38.33	
JULY 2009	004181		01 07/20/2009	110-3015-414.20-04	HEALTH INS	43.57	
JULY 2009	004182		01 07/20/2009	110-4020-422.20-04	HEALTH INS	822.93	
JULY 2009	004183		01 07/20/2009	110-4025-424.20-04	HEALTH INS	94.02	
JULY 2009	004184		01 07/20/2009	110-5030-421.20-04	HEALTH INS	1,245.54	
JULY 2009	004185		01 07/20/2009	110-6040-431.20-04	HEALTH INS	342.01	
JULY 2009	004186		01 07/20/2009	110-7060-451.20-04	HEALTH INS	57.99	
JULY 2009	004187		01 07/20/2009	210-8070-452.20-04	HEALTH INS	228.99	
JULY 2009	004188		01 07/20/2009	510-6050-501.20-04	HEALTH INS	41.93	
JULY 2009	004189		01 07/20/2009	510-6055-502.20-04	HEALTH INS	57.33	
JULY 2009	004190		01 07/20/2009	530-0088-503.20-04	HEALTH INS	31.45	
					VENDOR TOTAL *	3,276.00	
0002228 0009296-IN	O'HERRON CO INC, RAY - LOMBARD 004103		01 07/20/2009	110-5030-421.40-31	TASER SOFTWARE	149.95	
					VENDOR TOTAL *	149.95	
0018030 07/09-07/10	OAKLAWN PARK DISTRICT 004557		01 07/20/2009	110-4020-422.60-98	MEMBERSHIP	165.00	
					VENDOR TOTAL *	165.00	
0014410 6531	OAKLEE'S GUIDE LLC 003875		01 07/20/2009	110-0094-454.60-45	SUMMER 1/2 AD	917.00	
					VENDOR TOTAL *	917.00	
0016375 1069	OEI PRODUCTS 004090		01 07/20/2009	110-6041-432.40-62	UNIFORM SUPPLIES	126.00	
1069	004091		01 07/20/2009	510-6052-501.40-62	UNIFORM SUPPLIES	125.00	
					VENDOR TOTAL *	251.00	
0008640	OFFICE DEPOT						

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0008640	OFFICE DEPOT							
479172537-001	004085		01	07/20/2009	110-2006-413.40-33	SUPPLIES	52.42	
479763094001	004488		01	07/20/2009	110-2006-413.40-33	SUPPLIES	33.92	
479172537-001	004086		01	07/20/2009	110-2007-413.40-33	SUPPLIES	17.53	
479763094001	004487		01	07/20/2009	110-4025-424.40-33	SUPPLIES	54.64	
VENDOR TOTAL *							158.51	
0008717	PAT KEAN'S FRIENDLY FORD							
154402	003871		01	07/20/2009	110-6047-512.50-16	PD-6	87.50	
154598	004440		01	07/20/2009	110-6047-512.50-16	TRK/PARTS PD-25	241.84	
VENDOR TOTAL *							329.34	
0008387	PECOVER DECORATING SERVICES							
11031-1001	003842		01	07/20/2009	510-6057-502.50-08	SECONDARY 6 PAINTING	17,500.00	
VENDOR TOTAL *							17,500.00	
0000945	PIECZYNSKI, LINDA S							
4532	004111		01	07/20/2009	110-5030-421.60-51	YEARLY NEWSLETTER	205.00	
VENDOR TOTAL *							205.00	
0010665	PIONEER PRESS - GLENVIEW							
622412	004470		01	07/20/2009	110-4020-422.60-51	SUBSCRIPTION	20.00	
VENDOR TOTAL *							20.00	
0008318	POLI, ANTHONY							
06/21-06/24/09	003937		01	07/20/2009	110-5030-421.60-05	EXPENSE REIMBURSEMENT	150.00	
06/21-06/24/09	003938		01	07/20/2009	110-5030-421.60-11	EXPENSE REIMBURSEMENT	58.67	
VENDOR TOTAL *							208.67	
0013822	PONTIAC PARKS & RECREATION							
07/09-07/10	004558		01	07/20/2009	110-4020-422.60-98	MEMBERSHIP	180.00	
VENDOR TOTAL *							180.00	
0000435	PORTABLE COMMUNICATIONS							
100903401	004446		01	07/20/2009	110-5030-421.50-17	RADIO REPAIR	42.50	
VENDOR TOTAL *							42.50	
0000437	PORTER PIPE & SUPPLY CO							
10372578-00	004317		01	07/20/2009	110-6046-418.50-01	UNIVENT REPAIR	17.72	
VENDOR TOTAL *							17.72	
0013302	PRECISION CONTROL SYSTEMS OF							
12999	004373		01	07/20/2009	110-5030-421.30-98	MONTHLY MAINT FEE	251.00	
VENDOR TOTAL *							251.00	
0000444	PROSAFETY INC							
2/630910	004072		01	07/20/2009	110-6041-432.40-98	SUPPLIES	37.15	
2/630910	004073		01	07/20/2009	110-6043-434.40-98	SUPPLIES	37.15	
2/630910	004074		01	07/20/2009	110-6044-435.40-98	SUPPLIES	37.15	

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0000444 2/630910 2/630910	PROSAFETY INC 004075 004076		01 07/20/2009 01 07/20/2009	110-6046-418.40-98 510-6052-501.40-98	SUPPLIES SUPPLIES	37.15 37.15	
VENDOR TOTAL *						185.75	
0016851 06/15/2009	ROCHE, PATRICE 004228		01 07/20/2009	110-7060-451.60-44	EXPENSE REIMBURSEMENT	44.50	
VENDOR TOTAL *						44.50	
0008861 09-03411 09-03480	ROYAL RECOGNITION 004201 004202		01 07/20/2009 01 07/20/2009	110-2007-413.60-23 110-2007-413.60-23	SERVICE AWARD SERVICE AWARD	243.99 339.07	
VENDOR TOTAL *						583.06	
0016460 497088 505568	RUBBER-INC 003860 004456		01 07/20/2009 01 07/20/2009	110-6047-512.50-20 110-6047-512.50-20	STOCK TIRE SUPPLIES	6.95 15.23	
VENDOR TOTAL *						22.18	
0006411 524367	RUSSO'S POWER EQPT 004455		01 07/20/2009	110-6047-512.50-16	TRK/PARTS PW172	86.38	
VENDOR TOTAL *						86.38	
0001751 3049835 RI 3049835 RI 3049835 RI	S & S INDUSTRIAL SUPPLY 003921 003922 003920		01 07/20/2009 01 07/20/2009 01 07/20/2009	110-6041-432.40-98 110-6043-434.40-98 110-6046-418.40-24	SUPPLIES SUPPLIES SUPPLIES	60.17 60.17 79.82	
VENDOR TOTAL *						200.16	
0008163 6313997	S & S WORLDWIDE, INC 004210		01 07/20/2009	110-7060-451.60-65	EDUCATION/PROG SUPPLIES	132.10	
VENDOR TOTAL *						132.10	
0000473 234710	SAKASH, JOHN CO INC 003870		01 07/20/2009	110-6047-512.50-16	PW-176	11.17	
VENDOR TOTAL *						11.17	
0018010 008	SAMUEL, LESLEY M 004057		01 07/20/2009	530-0000-341.50-00	PARKING PASS REFUND	90.00	
VENDOR TOTAL *						90.00	
0010169 60971	SEAWAY SUPPLY 003916		01 07/20/2009	110-6046-418.40-24	SUPPLIES	367.50	
VENDOR TOTAL *						367.50	
0000481 99992	SERVICE SPRING 003864		01 07/20/2009	110-6047-512.50-02	TRK 1 SUSPENSION REPAIRS	3,286.99	
VENDOR TOTAL *						3,286.99	
0012572	SHERWIN-WILLIAMS CO - VILLA PARK						

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0012572 2708-9	SHERWIN-WILLIAMS CO - VILLA PARK 004522		01 07/20/2009	110-6044-435.40-98	PAINT	25.43	
					VENDOR TOTAL *	25.43	
0017517 07/07/2009 05/17/2009	SINGLETON, CRYSTAL 004481 004482		01 07/20/2009 01 07/20/2009	110-7060-451.60-65 110-7060-451.60-65	EXPENSE REIMBURSEMENT EXPENSE REIMBURSEMENT	209.31 47.83	
					VENDOR TOTAL *	257.14	
0010072 ARV/10742493	SNAP-ON INDUSTRIAL 004457		01 07/20/2009	110-6047-512.40-53	TOOL REPAIR	100.12	
					VENDOR TOTAL *	100.12	
0011495 225065	SOUTH SIDE CONTROL SUPPLY CO 004374		01 07/20/2009	110-6046-418.50-01	HVAC REPAIR	70.00	
					VENDOR TOTAL *	70.00	
0014635 CH-509772	STANLEY SECURITY SOLUTIONS, INC 004306		01 07/20/2009	110-6046-418.50-01	DOOR REPAIRS	71.37	
					VENDOR TOTAL *	71.37	
0000501 S002967643.001 S002962748.001	STEINER ELECTRIC CO 004515 004506		01 07/20/2009 01 07/20/2009	110-6044-435.40-98 110-6046-418.50-01	SHIPPING FEES THERMAL SCAN	4.70 1,600.00	
					VENDOR TOTAL *	1,604.70	
0008228 96148	SUBURBAN LABORATORIES INC 004246		01 07/20/2009	510-6057-502.30-33	LAB TESTING	628.00	
					VENDOR TOTAL *	628.00	
0018003 S2571442-01	SUPERIOR LAMP INC 003815		01 07/20/2009	110-6046-418.50-01	LAMPS	322.05	
					VENDOR TOTAL *	322.05	
0004158 08-16 08-16	SWALLOW CONST CORP 004359 004360		01 07/20/2009 01 07/20/2009	510-6052-501.30-85 510-6052-501.30-86	WATERMAIN VALVE REPAIRS FIRE HYDRANT REPAIRS	3,083.95 3,083.94	
					VENDOR TOTAL *	6,167.89	
0018022 688 HAWTHORNE	T P BUILDERS 004163		01 07/20/2009	110-6041-432.30-55	REAR YARD DRAIN PROGRAM	1,218.00	
					VENDOR TOTAL *	1,218.00	
0000523 79477-00 79479-00 78590-01	TERMINAL SUPPLY CO 003814 003863 003923		01 07/20/2009 01 07/20/2009 01 07/20/2009	110-6044-435.40-98 110-6047-512.50-16 110-6047-512.50-16	SUPPLIES STOCK PARTS/SUPPLIES	446.43 36.00 20.60	
					VENDOR TOTAL *	503.03	
0000525	TERRACE SUPPLY CO						

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0000525	TERRACE SUPPLY CO						
557630	003844		01 07/20/2009	510-6052-501.40-98	CARBON DIOXIDE	31.43	
557568	003886		01 07/20/2009	510-6052-501.40-98	CARBON DIOXIDE	31.43	
558666	003845		01 07/20/2009	510-6057-502.50-08	SECONDARY 6 INF WELL	16.66	
					VENDOR TOTAL *	79.52	
0015598	THE SAINT FRANCIS GROUP						
53546	003939		01 07/20/2009	110-5030-421.60-01	ANIMAL CONTROL	25.00	
53495	003940		01 07/20/2009	110-5030-421.60-01	ANIMAL CONTROL	200.00	
					VENDOR TOTAL *	225.00	
0000528	THOMPSON ELEVATOR INSPECTION SVC						
09-2065	004231		01 07/20/2009	110-4025-424.30-12	PLAN REVIEW	60.00	
09-1976	004319		01 07/20/2009	110-6046-418.30-25	ELEVATOR INSPECTION	55.00	
					VENDOR TOTAL *	115.00	
0006474	TOKAY SOFTWARE						
E63006299	004243		01 07/20/2009	510-6051-501.50-04	ANNUAL SOFTWARE SUPPORT	690.00	
					VENDOR TOTAL *	690.00	
0000533	TRAFFIC CONTROL & PROTECTION						
63866	003816		01 07/20/2009	110-6041-432.40-52	POST DELINEATOR	249.00	
63867	003817		01 07/20/2009	110-6041-432.40-52	ALUMINUM BLANK	430.66	
63926	003818		01 07/20/2009	110-6041-432.40-52	ALUMINUM BLANK	298.65	
64006	004247		01 07/20/2009	110-6041-432.40-52	POST DELINEATOR	249.00	
					VENDOR TOTAL *	1,227.31	
0000532	TRAFFIC CONTROL CORP						
0000037932	004521		01 07/20/2009	110-6044-435.40-60	AMBER LED MODULE	390.00	
					VENDOR TOTAL *	390.00	
0000535	TRANS UNION LLC						
06901129	004285		01 07/20/2009	110-5030-421.30-98	CREDIT BUREAU SVCS	61.85	
					VENDOR TOTAL *	61.85	
0002686	TRANSACT TECHNOLOGIES INC						
1065962	003826		01 07/20/2009	110-2006-413.40-33	PAPER SUPPLIES	115.95	
					VENDOR TOTAL *	115.95	
0005044	TRANSYSTEMS CORP						
INV-0001646813	003849		01 07/20/2009	110-6041-432.80-15	PROFESSIONAL SVCS	11,188.20	
INV-0001646810	003850		01 07/20/2009	110-6041-432.80-15	PROFESSIONAL SVCS	3,808.04	
INV-0001646775	003851		01 07/20/2009	110-6048-513.80-25	PROFESSIONAL SVCS	1,241.91	
INV-0001646774	003852		01 07/20/2009	110-6048-513.80-25	PROFESSIONAL SVCS	19,755.28	
INV-0001646814	004467		01 07/20/2009	310-0089-461.80-26	PROF ENG SVCS	5,580.16	
					VENDOR TOTAL *	41,573.59	
0000536	TREE TOWNS REPROGRAPHICS, INC						
0000129649	004242		01 07/20/2009	110-6040-431.40-33	LAMINATING SVCS	304.50	

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0000536	TREE TOWNS REPROGRAPHICS, INC						
0000129266	004206		01 07/20/2009	110-7060-451.60-44	EXHIBIT PANELS	66.00	
0000129214	004207		01 07/20/2009	110-7060-451.60-44	THEATRE POSTER	38.00	
0000129108	004208		01 07/20/2009	110-7060-451.60-44	EXHIBIT PANELS	134.00	
					VENDOR TOTAL *	542.50	
0011422	TRI-TECH FORENSICS						
52825	004049		01 07/20/2009	110-5030-421.60-75	EVIDENCE KITS	315.00	
					VENDOR TOTAL *	315.00	
0009931	TRUCK ALIGNMENT SPECIALISTS INC						
059830	004458		01 07/20/2009	110-6047-512.50-20	TRK/PARTS PD-1	125.80	
					VENDOR TOTAL *	125.80	
0002337	UNION PACIFIC RAILROAD CO						
194-88	004112		01 07/20/2009	530-0088-503.30-59	PARKING LOT LEASE	3,101.15	
					VENDOR TOTAL *	3,101.15	
0007191	UNITED STATES POSTAL SERVICE-RESERV						
6/29/09	003792		01 06/30/2009	110-1001-411.30-49	METER POSTAGE	CHECK #: 126516	1,000.00
6/29/09	003793		01 06/30/2009	110-2006-413.30-49	METER POSTAGE	CHECK #: 126516	400.00
6/29/09	003794		01 06/30/2009	110-2007-413.30-49	METER POSTAGE	CHECK #: 126516	250.00
6/29/09	003795		01 06/30/2009	110-3015-414.30-49	METER POSTAGE	CHECK #: 126516	250.00
6/29/09	003796		01 06/30/2009	110-4020-422.30-49	METER POSTAGE	CHECK #: 126516	250.00
6/29/09	003797		01 06/30/2009	110-5030-421.30-49	METER POSTAGE	CHECK #: 126516	750.00
6/29/09	003798		01 06/30/2009	110-6040-431.30-49	METER POSTAGE	CHECK #: 126516	1,000.00
6/29/09	003799		01 06/30/2009	110-7060-451.30-49	METER POSTAGE	CHECK #: 126516	250.00
6/29/09	003800		01 06/30/2009	530-0088-503.30-49	METER POSTAGE	CHECK #: 126516	850.00
					VENDOR TOTAL *	.00	5,000.00
0005115	UNIVERSAL TAXI DISPATCH, INC						
4420	004031		01 07/20/2009	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	813.20	
4420	004032		01 07/20/2009	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	132.00	
					VENDOR TOTAL *	945.20	
0006266	UNTOUCHABLE AUTO WASH						
JUNE 2009	004089		01 07/20/2009	110-6047-512.50-16	CAR WASHES	352.00	
					VENDOR TOTAL *	352.00	
0007731	UPS SHIPPER 1Y3E41						
00001Y3E41259	004226		01 07/20/2009	110-7060-451.60-44	SHIPPING FEES	15.83	
					VENDOR TOTAL *	15.83	
0000550	URICK, EUGENIE						
06/15-06/30/09	004490		01 07/20/2009	110-0086-453.30-52	CATV PROF SVC	487.50	
					VENDOR TOTAL *	487.50	
0016782	USA MOBILITY WIRELESS, INC						
S2437123F	003811		01 07/20/2009	110-5030-421.30-75	MONTHLY PHONE	40.16	

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0016782	USA MOBILITY WIRELESS, INC						
					VENDOR TOTAL *	40.16	
0006935 2828897	VERLARE CLEANERS 004052		01 07/20/2009	110-5030-421.40-11	CLEANING SVC/LEATHER COAT	60.00	
					VENDOR TOTAL *	60.00	
0014891 213804/2	VILLA PARK ACE 003835		01 07/20/2009	510-6057-502.50-08	C/2 BOOSTER PUMP REPAIR	3.59	
					VENDOR TOTAL *	3.59	
0000560 01722657 01722552 01722178 01721429 01721188	VILLA PARK ELECTRICAL SUPPLY 004516 004517 004518 004520 004519		01 07/20/2009 01 07/20/2009 01 07/20/2009 01 07/20/2009 01 07/20/2009	110-6044-435.40-98 110-6044-435.40-98 110-6044-435.40-98 110-6044-435.40-98 110-7060-451.50-01	FOUNTAIN PARTS FOUNTAIN PARTS FOUNTAIN PARTS LIGHT BALLAST EXIT SIGN/LIGHTS	21.60 234.83 49.29 91.50 163.83	
					VENDOR TOTAL *	561.05	
0000561 82173	VILLA PARK MATERIAL CO INC 004269		01 07/20/2009	510-6052-501.40-57	STONE	400.27	
					VENDOR TOTAL *	400.27	
0006055 07/04/2009	VILLAGE OF BENSENVILLE 003924		01 07/20/2009	110-0094-454.60-98	DONATION/BENSENVILLE FIRE	5,000.00	
					VENDOR TOTAL *	5,000.00	
0017411 07/02/2009	VILLAGE OF VERNON HILLS 004088		01 07/20/2009	110-0081-415.30-36	STREAMLINED SALES TAX PRO	2,560.29	
					VENDOR TOTAL *	2,560.29	
0006095 VS-76581 VS-76580	VITAL SIGNS USA INC 004224 004225		01 07/20/2009 01 07/20/2009	110-7060-451.60-44 110-7060-451.60-44	BANNER BANNER	520.00 325.00	
					VENDOR TOTAL *	845.00	
0017787 521 PARKVIEW	WANGLER, DAN 004358		01 07/20/2009	510-6056-502.30-90	SEWER LINE REIMBURSEMENT	1,900.00	
					VENDOR TOTAL *	1,900.00	
0007695 3750	WARTHOG PRODUCTS, LTD 004232		01 07/20/2009	110-4020-422.50-08	SAW BLADE SHARPEN	46.00	
					VENDOR TOTAL *	46.00	
0015717 478234 478400 478399 478401	WENTWORTH TIRE-BENSENVILLE 004417 004418 004419 004420		01 07/20/2009 01 07/20/2009 01 07/20/2009 01 07/20/2009	110-6047-512.50-20 110-6047-512.50-20 110-6047-512.50-20 110-6047-512.50-20	TIRES/PW170 TIRES/PW108 TIRES/PW90 TIRES/PW61	186.09 206.83 418.88 110.79	

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0015717	WENTWORTH TIRE-BENSENVILLE							
478232	004421	01	07/20/2009	110-6047-512.50-20	TIRES/F-2	251.88		
478121	004422	01	07/20/2009	110-6047-512.50-20	TIRE DISPOSAL	14.00		
478233	004423	01	07/20/2009	110-6047-512.50-20	STOCK	158.09		
478304	004424	01	07/20/2009	110-6047-512.50-20	RETURNED MERCHANDISE	177.62		
					VENDOR TOTAL *	1,168.94		
0000573	WEST AUTOMOTIVE SERVICE INC							
42240	004459	01	07/20/2009	110-6047-512.50-02	DAMAGE REPAIR/PD-14	491.80		
42233	004460	01	07/20/2009	110-6047-512.50-02	DAMAGE REPAIR/PD-32	292.40		
41966	004461	01	07/20/2009	110-6047-512.50-16	DAMAGE REPAIR/PD-14	1,214.20		
					VENDOR TOTAL *	1,998.40		
0013079	WEST PAYMENT CENTER							
818574973	004397	01	07/20/2009	110-1001-411.60-51	BOOKS	189.00		
818574584	004097	01	07/20/2009	110-5030-421.40-33	BOOKS	189.00		
					VENDOR TOTAL *	378.00		
0000576	WEST SUBURBAN OP, INC.							
88030	004220	01	07/20/2009	110-4020-422.40-98	FILE FOLDER CONTAINER	22.17		
87826.1	004051	01	07/20/2009	110-5030-421.30-28	INKJET PRINTABLE	47.29		
87969	004218	01	07/20/2009	110-6040-431.40-33	SUPPLIES	71.80		
88071	004211	01	07/20/2009	110-7060-451.40-33	TRACING PAPER	63.98		
3078CM	004212	01	07/20/2009	110-7060-451.40-33	RETURNED MERCHANDISE	64.99		
3104CM	004213	01	07/20/2009	110-7060-451.40-33	RETURNED MERCHANDISE	63.09		
87800	004214	01	07/20/2009	110-7060-451.40-33	TRACING PAPER	49.07		
87869	004215	01	07/20/2009	110-7060-451.40-33	FOLDERS	26.39		
87964	004216	01	07/20/2009	110-7060-451.40-33	PAPER SUPPLIES	27.16		
87598	004217	01	07/20/2009	110-7060-451.40-33	SALES SLIP/FOLDERS	63.09		
87969	004219	01	07/20/2009	510-6050-501.40-33	SUPPLIES	71.80		
					VENDOR TOTAL *	314.67		
0004668	WEST TOWN REFRIGERATION							
181319	003876	01	07/20/2009	110-5030-421.30-98	5/1/09-2011 MAINTENANCE	500.00		
181961	004093	01	07/20/2009	110-5030-421.50-01	HVAC REPAIRS	3,034.67		
					VENDOR TOTAL *	3,534.67		
0015020	WHITE KNIGHT DETAIL							
06/24/2009	003902	01	07/20/2009	110-6047-512.50-02	DETAILING SVCS/PD-10	75.00		
06/25/2009	003903	01	07/20/2009	110-6047-512.50-02	DETAILING SVCS/PD-4	65.00		
07/01/2009	004405	01	07/20/2009	110-6047-512.50-02	DETAILING SVCS/PD-32	90.00		
					VENDOR TOTAL *	230.00		
0002838	WHOLESALE DIRECT							
000171648	004070	01	07/20/2009	110-6047-512.50-16	STROBE BULB	53.43		
000171723	004537	01	07/20/2009	110-6047-512.50-16	BULB	101.78		
					VENDOR TOTAL *	155.21		
0016356	WILLIAMS ARCHITECTS							

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0016356 0013395	WILLIAMS ARCHITECTS 004203		01	07/20/2009	110-7060-451.80-23	PROFESSIONAL SVCS	242.44	
						VENDOR TOTAL *	242.44	
0018024 0000047899	WIRE CRAFTERS LLC 004376		01	07/20/2009	110-6046-418.50-01	PALLET RACK ENCLOSURE	996.00	
						VENDOR TOTAL *	996.00	
0010931 244377	WORLD FUEL SERVICES 003843		01	07/20/2009	110-6047-512.40-18	GASOLINE	14,618.98	
						VENDOR TOTAL *	14,618.98	
0000582 1210523-1 1210595-1 1210774-1	ZENGERS INC 003861 003862 004463		01	07/20/2009	110-6047-512.40-53	AIR REGULATOR	68.32	
			01	07/20/2009	110-6047-512.40-53	RETURNED MERCHANDISE	68.32	
			01	07/20/2009	110-6047-512.40-53	TOOL REPLACE	14.99	
						VENDOR TOTAL *	14.99	
0007769 24929	ZERDIN, JOHN/MILENA 004056		01	07/20/2009	110-0000-316.00-00	TRANSFER STAMP REFUND	832.50	
						VENDOR TOTAL *	832.50	
0000585 204895-000 204960-000	ZIEBELL WATER SERVICE PRODUCTS 004250 004251		01	07/20/2009	510-6052-501.40-07	B-BOX REPAIRS	949.00	
			01	07/20/2009	510-6052-501.40-51	SERVICE LINES	2,047.50	
						VENDOR TOTAL *	2,996.50	
0009183 11818 11818	303 TAXI 004029 004030		01	07/20/2009	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	3,178.83	
			01	07/20/2009	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	41.80	
						VENDOR TOTAL *	3,220.63	
						HAND ISSUED TOTAL ***		12,746.61
						TOTAL EXPENDITURES ****	1,437,296.47	12,746.61
						*****		1,450,043.08
						GRAND TOTAL *****		

VOW



**CITY OF ELMHURST**  
209 NORTH YORK STREET  
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**PETER "PETE" DICIANNI**  
MAYOR  
**PATTY SPENCER**  
CITY CLERK  
**DAVID DYER**  
CITY TREASURER  
**THOMAS P. BORCHERT**  
CITY MANAGER

July 13, 2009

To: Mayor DiCianni and Members of the City Council

RE: **Liquor License ordinance for Flight 112 Wine House**

The Public Affairs and Safety Committee met on June 22, 2009 and July 13, 2009 to discuss an amendment to the liquor license ordinance for the wine bar Flight 112 Wine House at 112 W. Park.

Flight 112 owners, Visal Kheem and Frank Sibr addressed the Committee about their liquor license. They currently have a WBB license which allows for retail sale of wine for consumption at the bar. The owners stated that their customers would like to be able to purchase spirits at the bar for consumption on premises. Sibr and Kheem stated they would not sell spirits at retail.

Staff conducted a site inspection and also contacted other wine bars in Elmhurst. The other wine bars agree with offering a modified WBB license to include spirits, although they do not want to be compelled to add spirits to their business plan and wish to retain their current licenses.

Under the current ordinance, Flight 112 would be required to purchase two (2) liquor licenses to sell spirits for on site consumption. Staff is proposing creation of a new license classification identified as WBBS- Wine Bar Beer & Spirits. A WBBS license would require and maintain all the criteria of a WBB license with the addition of sales of spirits for consumption on the premises only.

It is the recommendation of Staff that the fee charged for a WBBS license be the same fee that is charged for 'B' and "RL" license.

It is therefore the recommendation of the Public Affairs & Safety Committee that a WBBS license, Wine Bar Beer & Spirits be added to the liquor section of the Municipal ordinance at the same fee as a 'B' and 'RL' license.

Respectfully submitted,  
Public Affairs and Safety Committee

Patrick Wagner, Chairman

Paula Pezza

  
Chris Nybo, Vice Chairman

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7-16-09

**PUBLIC AFFAIRS & SAFETY COMMITTEE**  
Mayor TPB Aya  
Kopp Dwyer Spencer  
7-09-09



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*VOW*  
PETER "PETE" DICIANNI  
MAYOR  
PATTY SPENCER  
CITY CLERK  
DAVID DYER  
CITY TREASURER  
THOMAS P. BORCHERT  
CITY MANAGER

July 13, 2009

To: Mayor DiCianni and Members of the City Council

Re: Request for Proposal for Wireless Radio Alarm Network

The Public Affairs and Safety Committee met on July 13, 2009 to discuss proposals for the development and maintenance of the Elmhurst Wireless Radio Alarm Network.

Due to the removal of an exclusivity clause in the DuComm contract, Elmhurst has been given the opportunity to develop its own Wireless Radio Alarm Network. Therefore, the Elmhurst Fire Department requested proposals from seven radio alarm vendors to develop and maintain the Elmhurst Wireless Radio Network. Of the seven, proposals were received from three and one letter denying participation.

All vendors were asked to bid on a brand new system or develop an alternative that would meet the specifications of the request for proposal based on 440 network radios. ADT was the only vendor to submit an alternate proposal. This alternate proposal utilized the already-in-place ADT network.

### Grand Total of All 3-Year Costs INCLUDING Alternate

ADT	\$709,750.36
ADT Alternate	\$669,436.36
CMFP	\$723,039.00
Norcomm	\$683,408.40

Due to the simplicity of implementing the ADT alternate proposal, and the cost savings to the City, it is the recommendation of the Elmhurst Fire Department to award the radio alarm contract to ADT. Under the ADT alternate proposal, all leased radio transmitters, all head end transmission equipment and all monitoring contracts will be turned over to Elmhurst ownership. Other benefits of the ADT alternate proposal include:

- No need to replace existing subscriber radios with new vendor radios
- Termination agreements in current subscriber contracts become a non-issue

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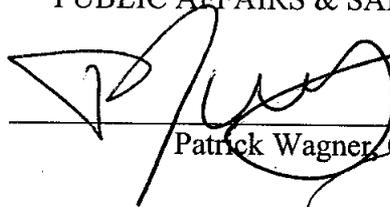
**PUBLIC AFFAIRS &  
SAFETY COMMITTEE**  
*Mayor TPB*  
*Kate Newbauer*  
*Spencer*  
7-09-09

- No expense of replacement of the head end system or moving accounts to a new system
- No need to remove DuComm 703 from the ADT multiplex system and reinstall it as a stand alone
- No need to involve more than one provider
- Insured consistency of network and programming
- Accelerated revenue stream

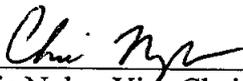
It is therefore, the recommendation of the Public Affairs and Safety Committee that the City of Elmhurst enter into a contract with ADT to provide the development and maintenance of a Wireless Radio Network. \$950,000 has been budgeted for this project in line item 1020-110-4020-80-05.

Respectfully submitted,

PUBLIC AFFAIRS & SAFETY COMMITTEE



Patrick Wagner, Chairman

  
Chris Nybo, Vice Chairman  
Paula Pezza



# CITY OF ELMHURST

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*Epin*  
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MAYOR  
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DAVID DYER  
CITY TREASURER  
THOMAS P. BORCHERT  
CITY MANAGER

July 13, 2009

To: Mayor DiCianni and Members of the City Council

Re: **District 205 Foundation Request for Temporary Use and Event Permit and Use of City Property**

The Public Affairs and Safety Committee met on July 13, 2009 to discuss the request from Elmhurst District 205 to use the Elmhurst municipal parking lot on the west side of Addison between First and Second Streets for a fund raising event. A representative from District 205 was available to answer the Committee's questions.

The Elmhurst municipal parking lot on the west side of Addison between First and Second Streets will be used to conduct Raffles for a Summer Rocks fundraiser to be held on Sunday, August 9, 2009. For the past three years, this event was held in conjunction with the Elmhurst Chamber and the Thursday evening Jaycees carnival on the eve of Elmfest.

This year, again in partnership with the Elmhurst Chamber, this event will take place on the Sunday after the August 8<sup>th</sup> summer concert, taking advantage of the logistical opportunities that exist. This event would run from 3:30 p.m. to 8:00 p.m. Food and beverages would be available for purchase, as well as live music performed on the stage that was assembled for the previous night. Family entertainment options include a dunk tank, baggo tournament and raffle.

The Chamber has obtained the required state and municipal liquor permits and insurance necessary for the event.

All layout/staging plans and operational parameters will be finalized only after ongoing consultation and discussion with the approval of the Elmhurst Police, Fire and Public Works Departments.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the City Council approve the District 205 Foundation request for Temporary Use and Event Permit for the use of the Elmhurst municipal parking lot on Addison for a Summer Rocks fundraiser to be held on Sunday, August 9, 2009 from 3:30 to 8:00 p.m.

Respectfully submitted,  
Public Affairs and Safety Committee

*Patrick Wagner / MK*  
Patrick Wagner, Chairman

*Chris Nybo / MK*  
Chris Nybo, Vice Chairman  
genda/PA&S/2009 reports/Dist 205 Foundation Request

*Paula Pezza / MK*  
Paula Pezza

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# CITY OF ELMHURST

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DOW

**PETER "PETE" DICIANNI**  
MAYOR  
**PATTY SPENCER**  
CITY CLERK  
**DAVID DYER**  
CITY TREASURER  
**THOMAS P. BORCHERT**  
CITY MANAGER

July 27, 2009

**To:** Mayor DiCianni and Members of the City Council

**RE: Revisions to the Cooperation Agreement between  
The City of Elmhurst and the Elmhurst Heritage Foundation**

The Public Affairs and Safety Committee met on July 13, 2009 to discuss proposed changes to the Cooperation Agreement between the City of Elmhurst and the Elmhurst Heritage Foundation.

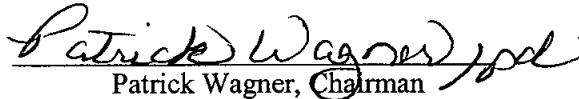
Due to the extraordinarily difficult financial times faced by the City, the Elmhurst Heritage Foundation requested the temporary authority to fund certain operating expenses of the Museum, including but not limited to, compensating personnel approved by the City, but not funded. These are costs that were frozen over the past 10 months due to budget cutbacks. The original Agreement stipulated and the Foundation's By-Laws required that the Foundation would not provide funds toward the "ordinary operation or maintenance of the museum". In June the Foundation approved the required changes to both the Cooperation Agreement and the By-Laws.

In keeping with its purpose of supporting the educational undertakings of the Museum and fostering public awareness of and advocacy for the Museum, the Foundation expects that these temporary measures will permit the Foundation to bolster the identity of the Museum within the community to increase visitor-ship and to improve and enhance Museum exhibits and programs.

The Foundation assumes that the City will resume its support of the Museum at previous levels when the current fiscal situation abates; the changes will no longer be effective after April 30, 2012.

It is therefore the recommendation of the Public Affairs and Safety Committee that the revisions to the Cooperation Agreement between the City and the Elmhurst Heritage Foundation be adopted to provide temporary authority to the Elmhurst Heritage Foundation to fund certain operating expenses of the Museum, including the compensation of personnel which was not funded by the City of Elmhurst until April 30, 2012.

Respectfully submitted,  
Public Affairs and Safety Committee

  
Patrick Wagner, Chairman

  
Chris Nybo, Vice Chairman

  
Paula Pezza

FIRST DRAFT

FIRST DRAFT

FIRST DRAFT

[June 9, 2009]

**RESTATED AND AMENDED COOPERATION AGREEMENT**  
**BETWEEN THE CITY OF ELMHURST**  
**AND THE ELMHURST HERITAGE FOUNDATION**

---

This Cooperation Agreement, dated as of \_\_\_\_\_ 1, 2009, but actually executed and delivered the date last hereinbelow written, by and between the City of Elmhurst, DuPage County, Illinois (the "City"), and the Elmhurst Heritage Foundation (the "Foundation"), for and in consideration of mutual covenants set forth:

WHEREAS, the Elmhurst Historical Commission and the Elmhurst Historical Museum Foundation have merged to become the Foundation; and

WHEREAS, the Foundation is charged with the responsibility to support the Elmhurst Historical Museum (the "Museum"), a department of the City; with fostering awareness of and public advocacy for the Museum; and with promoting and maintaining the Museum for the purpose of meeting the research, information, recreation and cultural needs of all residents of the City by providing them with historical resources in a variety of formats, exhibits, services and programs; and

WHEREAS, the Foundation supports the efforts of the Museum to collect, preserve, exhibit and interpret significant objects and documents that chronicle the historical importance of the City; and

WHEREAS, the Foundation has as its purpose the soliciting of contributions and funding for the Museum from individuals, foundations and corporations ("Private Funds" or "Private Funding") in its effort to create a substantial permanent endowment and to provide additional funding for the Museum; and

WHEREAS, the Foundation's fundraising efforts are designated to augment the efforts of the City to fund ongoing Museum activities and acquisitions and related financial needs ("*Public Funding*"), and until April 30, 2012, to fund such activities and acquisitions only when the City is unable to provide sufficient funding due to a fiscal crisis; and

WHEREAS, the goal of the Foundation is to raise Private Funds to complement and augment Public Funding in a cooperative effort to support, enrich and enhance the Museum; and

WHEREAS, the Museum will benefit from the Foundation's cooperative efforts to correspondingly raise Private Funding levels in order to assist the Museum in attaining its goals and objectives of quality services; and

WHEREAS, the Museum depends on the long-term, continued and increasing commitment of the City, as the bearer of a great public trust, to provide Public Funds for the Museum, such Public Funding being enhanced by the philanthropic commitment on the part of individuals, corporations and Foundation ("*Foundation Contributors*") to provide Private Funding for the Museum; and

WHEREAS, the success of the Foundation efforts to raise Private Funds is contingent upon and facilitated by (i) establishing and maintaining an independent private-sector organization such as the Foundation, (ii) Foundation Contributors being assured that their gifts will not be offset by corresponding reductions in Public Funding, except when the City is unable due to a fiscal crisis to provide sufficient funding therefor, such exception lasting no later than April 30, 2012, and (iii) some form of public acknowledgements of gifts and contributions, as memorialized by a plaque, book plates and the like; and

WHEREAS, it is appropriate and in the best interests of the City that the City demonstrate its commitment that Private Funding provided by the Foundation is to be devoted exclusively to developing and augmenting the resources and services of the Museum that are not otherwise

provided for through other means of funding, including Public Funds and from public and private grants, except, until April 30, 2012, when other means of funding are unavailable due to a fiscal crisis, the Foundation may provide funding of certain resources and services of the Museum normally provided by the City; and

WHEREAS, the Foundation will make disbursements, expenditures or transfers of money or property exclusively to or for the benefit of the Museum, *provided* that no such disbursement, expenditure or transfer of funds or property will be made to pay the ordinary operation, or maintenance expenses of the Museum, except that the Foundation may until April 30, 2012, pay ordinary operation or maintenance expenses of the Museum when sufficient funding from the City is unavailable due to a fiscal crisis; and

WHEREAS, for the Foundation to be successful and effective in its fundraising efforts and to achieve its articulated goals, the City must commit to be integrally involved throughout the process.

NOW, THEREFORE, BE IT AGREED BY THE CITY OF ELMHURST, DUPAGE COUNTY, ILLINOIS, AND THE ELMHURST HERITAGE FOUNDATION AS FOLLOWS:

*Section 1.* The City and the Foundation agree that all of the recitals contained in the preambles to this Agreement are true, correct and complete and agree to incorporate them into this Agreement by this reference.

*Section 2.* The Foundation, as an independent 501(c)(3) organization, agrees to advise the Museum Director and City on matters relating to Museum operations and general policies that govern the implementation of the mission and long-range plan of the Museum.

*Section 3.* The City agrees that the Private Funding contributed by the Foundation and for the benefit of the Museum shall be considered as an additional, and not as an alternative,

source of revenue for the Museum and increased Private Funding shall not be the basis or justification for offsetting reductions in Public Funding by the City.

However, when the City is unable to provide sufficient funding due to a fiscal crisis, the Foundation may temporarily provide funding and working capital to maintain programming and services in order to maintain the programs and exhibits of the Museum and to promote community interest in the Museum. The authority provided in this paragraph shall expire on April 30, 2012, and shall be annually reviewed by both the City and the Foundation.

*Section 4.* The City agrees to cooperate and assist the Foundation, to the extent that it is able to do so in accordance with applicable law, in the Foundation's efforts to solicit Private Funding.

*Section 5.* The Foundation and the City agree that the Museum Director or his or her designee shall attend all meetings of the Board of Directors of the Foundation (the "Board") and its Executive Committee and report on the activities of the Museum to the Board and such Executive Committee at each meeting thereof.

*Section 6.* The City agrees, if requested, to cooperate with and assist the Foundation's Finance Committee in efforts to develop a specific spending agenda (the "Spending Agenda") for Private Funds.

*Section 7.* The Foundation agrees that the use of Private Funds by the Museum shall be restricted to and targeted for programs the Foundation has identified pursuant to the Spending Agenda, within the time frames specified therein.

**The remainder of this page is intentionally blank.**

IN WITNESS WHEREOF the City has caused this Agreement to be signed in its name by its Mayor, and to be attested by the City Clerk under its corporate seal hereunto affixed; and the Foundation has caused this Agreement to be signed in its name by the President of the Board of Trustees of the Foundation and to be attested by the Secretary of said Board under its seal hereunto affixed, all this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF ELMHURST  
DUPAGE COUNTY, ILLINOIS

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

[SEAL]

ELMHURST HERITAGE FOUNDATION

By: \_\_\_\_\_  
President, Board of Trustees

By: \_\_\_\_\_  
Secretary, Board of Trustees

[SEAL]



# CITY OF ELMHURST

209 NORTH YORK STREET  
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*Erin*  
PETER "PETE" DICIANNI  
MAYOR  
PATTY SPENCER  
CITY CLERK  
DAVID DYER  
CITY TREASURER  
THOMAS P. BORCHERT  
CITY MANAGER

July 14, 2009

To: Mayor DiCianni and Members of the City Council

Re: 2001 General Obligation Bond Issue Partial Refunding

The Finance, Council Affairs and Administrative Services Committee met July 13, 2009, to consider refunding a portion of the 2001 General Obligation bond issue.

Mr. Kevin McCanna, representing Speer Financial, Inc., the City's financial advisor, reviewed with the Finance Committee the option of refunding a portion of the 2001 bond issue. The 2001 bond issue was for the purpose of refunding the 1992 bond issue along new money to finance capital projects. Interest rates in the bond market are now low enough that it makes economic sense to consider refunding the 2011 through 2019 maturities (\$3,140,000) of the 2001 bond issue. At current rates in the marketplace, the refunding of the stated maturities would save the City approximately \$100,000 to \$140,000 on a present value basis, net of all issuance costs, or between 3.25% and 4.45% of the refunded principal. Mr. McCanna recommended that an appropriate savings rate target should be no less than 3.5% of refunded principal, to allow sufficient savings to make the refunding transaction viable. The savings would be recognized in 2011.

Robert W. Baird & Co., Inc. approached Speer Financial, Inc. and the City of Elmhurst regarding the above refunding, and recommended that a negotiated sale take place due to the current volatility in the bond interest rates and due to the closeness of the estimated savings rate on the 2001 bond issue (3.25% - 4.45%) to the targeted rate of 3.5%. A competitive sale in this type of situation, where the interest rates are volatile and the projected savings rate is very close to the target, is not as advantageous as a negotiated sale. A competitive sale is for a specific date and cannot be changed regardless of market conditions. A negotiated sale allows the underwriter (Robert W. Baird & Co.) and the issuer (the City) to determine, based on market conditions and whether the savings target will be met, the exact date the bonds will be sold.

Mr. McCanna and staff recommended that Robert W. Baird & Co., Inc. handle the negotiated sale of the partial refunding of the 2001 bond issue. The City has previously worked with Robert W. Baird & Co. on the 2005 refunding bond issue. Staff further recommended authorizing the Mayor to proceed with the bond sale when the market allows the targeted savings rate of 3.5% to be achieved, with advice from Speer Financial, Inc., and with the concurrence of

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Page 2

July 14, 2009

To: Mayor DiCianni and Members of the City Council

Re: 2001 General Obligation Bond Issue Partial Refunding

two of the following four individuals: City Treasurer, Finance Committee Chairman, City Manager or Director of Finance and Administration. After discussion, the Finance Committee concurred with staff recommendations.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council authorize the refunding of the 2011 through 2019 maturities of the 2001 General Obligation bond issue, with the refunding bonds to be sold by negotiated sale handled by Robert W. Baird & Co., Inc. 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 or Director of Finance and Administration) to proceed with the bond sale, given the condition that the savings rate be no less than 3.5% of the refunded bond principal.

Respectfully submitted,  
FINANCE, COUNCIL AFFAIRS AND  
ADMINISTRATIVE SERVICES  
COMMITTEE

Stephen W. Hipskind  
Stephen W. Hipskind, Chairman

Mark A. Mulliner  
Mark A. Mulliner

Kevin L. York  
Kevin L. York, Vice Chairman

Diane Gutenkauf  
Diane Gutenkauf



# CITY OF ELMHURST

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THOMAS P. BORCHERT  
CITY MANAGER

July 14, 2009

To: Mayor DiCianni and Members of the City Council

Re: Automated Parking Equipment Purchase

The Finance, Council Affairs and Administrative Services Committee met July 13, 2009 to review the request for proposal (RFP) responses for the purchase, installation and maintenance of an automated pay by space parking system. The system would serve approximately 600 downtown daily fee parking spaces currently served by honor boxes and monthly parking passes.

Over the last several years communities throughout the area have been moving away from the labor intensive honor box system in favor of the streamlined automated pay by space equipment that is both user friendly and enforcement efficient for City personnel. For the user, the machines would accept coins and bills as well as credit cards. Payment for any space could be made at any machine. Once payment is made, the automated system supplies the user with a receipt, alleviating the lack of proof of payment with the current system. The system will not issue a receipt unless the proper fee is collected. Approximately two to three hours of time spent daily on collecting and counting money could be redirected to improve enforcement throughout the system.

The pay by space equipment systems collect, stack and count all cash received by each machine. The vaults containing the money are directly swapped and forwarded unopened to the bank for processing. A cash report verifies what is collected and deposited. Internal controls are improved through the absence of cash handling by City employees. Reduced employee processing is also achieved through the absence of collection, logging and counting of each box daily.

The City of Elmhurst sent RFP's to six potential service providers. Three service providers responded and after the initial review, proposals by Access Parking Systems (APS) and Total Parking Solutions (TPS) were both found to be qualified. Based on conversations with both companies, staff is recommending that seven automated pay by space machines and one shelter be purchased at this time. Locating one machine in each deck and five machines clustered at the Metra platforms will accommodate the number of users appropriately. The attached analysis summarizes the proposals from both companies.

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Page 2  
July 14, 2009

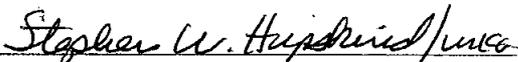
To: Mayor DiCianni and Members of the City Council  
Re: Automated Parking Equipment Purchase

Based on the acquisition costs, annual operating costs, vendor interviews, experience and references, staff recommends contracting with TPS for the acquisition, installation and maintenance of seven automated pay by space machines and one shelter in the amount of \$99,115 plus the appropriate annual operating costs as reflected on the attached schedule. The Finance, Council Affairs and Administrative Services Committee concur with staff recommendation.

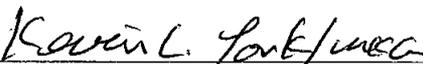
The fiscal year 2009/2010 budget for the Parking System Fund provides funds in the Miscellaneous Equipment account # 530-0088-503-80-98 in the amount of \$85,000.00 for this purchase. Due to the unanticipated receipt of grant funds for the construction of sixty-seven new parking spaces along the rail line, funds allocated for that project are available in the Parking Improvements account #530-0088-503-80-19 to offset the difference.

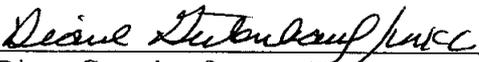
It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council approve Total Parking Solutions (TPS) to provide the automated pay by space parking system for the City of Elmhurst.

Respectfully submitted,  
FINANCE, COUNCIL AFFAIRS AND  
ADMINISTRATIVE SERVICES  
COMMITTEE

  
Stephen W. Hipskind, Chairman

  
Mark A. Mulliner

  
Kevin L. York, Vice Chairman

  
Diane Gutenkauf

City of Elmhurst, Illinois  
 Pay By Space Automated Parking Equipment Analysis  
 July 13, 2009

	Access Parking Systems (APS)	Total Parking Solutions (TPS)
<b>Equipment</b>		
Automated Pay By Space Machines (7)	\$ 96,677	\$ 92,680
Miscellaneous Equipment	1,300	-
Shelter (1)	8,895	6,435
<b>Total Equipment</b>	<b>\$ 106,872</b>	<b>\$ 99,115</b>
<b>Year 1 - Operating Costs</b>		
Annual Service Maintenance	\$ -	\$ 4,270
Annual Software/Communications	3,360	5,460
<b>Year 1 - Total Operating Costs</b>	<b>\$ 3,360</b>	<b>\$ 9,730</b>
<b>Total - 1st Year Expenses</b>	<b>\$ 110,232</b>	<b>108,845</b>
<b>After Year 1 - Operating Costs</b>		
Annual Service Maintenance	\$ 8,400	\$ 8,960
Annual Software/Communications	9,660	5,460
<b>After Year 1 - Total Operating Costs</b>	<b>\$ 18,060</b>	<b>\$ 14,420</b>

VauDeWalle

O-22-2009

**AN ORDINANCE MAKING APPROPRIATIONS FOR  
SPECIAL SERVICE AREA NUMBER SIX OF THE  
CITY OF ELMHURST FOR THE FISCAL YEAR BEGINNING  
MAY 1, 2009 AND ENDING APRIL 30, 2010**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DU  
PAGE AND COOK COUNTIES, ILLINOIS AS FOLLOWS:

Section 1. Findings. City of Elmhurst Special Service Area Number Six has been  
created by an ordinance entitled:

"AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA NUMBER SIX OF  
THE CITY OF ELMHURST"

adopted November 15, 2004 and effective as of November 16, 2004, pursuant to the Special  
Service Area Tax Law 35 ILCS 200/27-5 et seq. Said Special Service Area Number Six consists  
of the territory described in the ordinance aforesaid. The City of Elmhurst is now authorized to  
levy taxes for the special services in said Special Service Area.

Section 2. That the following sums are hereby appropriated to pay the necessary  
expenses of Special Service Area Number Six for the fiscal period beginning May 1, 2009 and  
ending April 30, 2010, such appropriations being made for the following objects and purposes:

**APPROPRIATIONS  
SPECIAL SERVICE AREA NUMBER SIX**

		<u>Amount</u>	<u>Amount</u>	<u>Amount</u>
		<u>Appropriated</u>	<u>Payable from</u>	<u>To Be Raised</u>
			<u>Other Sources</u>	<u>by Tax Levy</u>
<b>PERSONAL SERVICES</b>				
<u>Acct. No.</u>				
10-02	Salaries	\$117,000		\$117,000
<b>CONTRACTUAL SERVICES</b>				
<u>Acct. No.</u>				
30-24	Utilities	\$ 4,000		\$ 4,000
30-49	Postage	2,500		2,500
30-52	Professional Fees	29,350		29,350
30-75	Telephone	5,000		5,000
30-98	Maintenance	5,000		5,000
30-98	Rent	20,000		20,000

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7-02-09

7-16-09

COMMODITIES

Acct. No.

40-33 Office Supplies \$ 14,600 \$ 14,600

OTHER EXPENSES

Acct. No.

60-11 Seminars & Training \$ 2,000 2,000
60-44 Advertising/Marketing 195,800 132,726 63,074
60-44 Promotion/
Special Events 103,000 103,000
60-44 Public Relations/
Member Services 97,800 97,800

INSURANCE

Acct. No.

70-06 Insurance \$ 5,800 \$ 5,800

Total Appropriations \$601,850 \$333,526 \$268,324

Section 3. All ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of the conflict.

Section 4. The City Clerk is hereby authorized and directed to file this Ordinance in the Office of the DuPage County Clerk and the Office of the Cook County Clerk on or before the time required by law.

Section 5. This Ordinance shall be in full force and effect after passage and approval according to law.

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

Peter P. DiCianni III, Mayor

Passed this \_\_\_\_\_ day

of \_\_\_\_\_, 2009

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

Patty Spencer, City Clerk
SSA#6Appropriation

## COUNCIL ACTION SUMMARY

SUBJECT: Appropriation Ordinance for Special Service Area Number Six  
(Elmhurst City Centre – Downtown Marketing/Promotion)

ORIGINATOR: City Attorney

### DESCRIPTION OF SUBJECT MATTER:

As the Council will recall, Special Service Area Number Six was established in November 2004 to provide special services to said area in addition to services provided by the City generally. Such special services include the promotion and marketing of businesses in the special service area, more frequent street and sidewalk sweeping than is provided to other portions of the City, additional or more extensive seasonal decorations than is provided to other portions of the City and other related services in connection with the promotion of the Central Business District.

As a special service area is a separate taxing district within the City, it is necessary to have a separate appropriation ordinance. It is necessary that the appropriation ordinance be passed by the City Council and filed with the County Clerk not later than July 31, 2009. An ordinance appropriating those funds necessary to provide the services described above is attached for Council consideration.

O-23-2009

**AN ORDINANCE MAKING APPROPRIATIONS FOR  
SPECIAL SERVICE AREA NUMBER SEVEN OF THE  
CITY OF ELMHURST FOR THE FISCAL YEAR BEGINNING  
MAY 1, 2009 AND ENDING APRIL 30, 2010**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DU  
PAGE AND COOK COUNTIES, ILLINOIS AS FOLLOWS:

Section 1. Findings. City of Elmhurst Special Service Area Number Seven has been  
created by an ordinance entitled:

"AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA NUMBER SEVEN  
OF THE CITY OF ELMHURST"

adopted November 15, 2004 and effective as of November 16, 2004, pursuant to the Special  
Service Area Tax Law 35 ILCS 200/27-5 et seq. Said Special Service Area Number Seven  
consists of the territory described in the ordinance aforesaid. The City of Elmhurst is now  
authorized to levy taxes for the special services in said Special Service Area.

Section 2. That the following sums are hereby appropriated to pay the necessary  
expenses of Special Service Area Number Seven for the fiscal period beginning May 1, 2009 and  
ending April 30, 2010, such appropriations being made for the following objects and purposes:

**APPROPRIATIONS  
SPECIAL SERVICE AREA NUMBER SEVEN**

		<u>Amount</u>	<u>Amount</u>	<u>Amount</u>
		<u>Appropriated</u>	<u>Payable from</u>	<u>To Be Raised</u>
			<u>Other Sources</u>	<u>by Tax Levy</u>
<b>PERSONAL SERVICES</b>				
<u>Acct. No.</u>				
10-02	Salaries	\$ 55,000		\$ 55,000
<b>CONTRACTUAL SERVICES</b>				
<u>Acct. No.</u>				
30-52	Professional Fees	\$ 6,500		\$ 6,500
30-72	Snow Removal	50,000		50,000
30-98	Maintenance/ Improvements	3,000		3,000

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7-02-09  
7-16-09

OTHER EXPENSES

Acct. No.

60-07	Seasonal Decorations	\$ 52,500		\$ 52,500
60-12	Miscellaneous	4,000		4,000
60-23	Plants & Maintenance	<u>54,500</u>	<u>48,436</u>	<u>6,064</u>

Total Appropriations	<u>\$225,500</u>	<u>\$ 48,436</u>	<u>\$ 177,064</u>
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Section 3. All ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of the conflict.

Section 4. The City Clerk is hereby authorized and directed to file this Ordinance in the Office of the DuPage County Clerk and the Office of the Cook County Clerk on or before the time required by law.

Section 5. This Ordinance shall be in full force and effect after passage and approval according to law.

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

\_\_\_\_\_  
Peter P. DiCianni III, Mayor

Passed this \_\_\_\_\_ day

of \_\_\_\_\_, 2009

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

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

SSA#7Appropriation

## COUNCIL ACTION SUMMARY

SUBJECT: Appropriation Ordinance for Special Service Area Number Seven  
(Elmhurst City Centre – Downtown Services)

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

As the Council will recall, Special Service Area Number Seven was established in November 2004 to provide special services to said area in addition to services provided by the City generally. Such special services include more frequent street and sidewalk sweeping than is provided to other portions of the City, additional or more extensive seasonal decorations than is provided to other portions of the City and other related services in connection with the maintenance and beautification of the Central Business District.

As a special service area is a separate taxing district within the City, it is necessary to have a separate appropriation ordinance. It is necessary that the appropriation ordinance be passed by the City Council and filed with the County Clerk not later than July 31, 2009. An ordinance appropriating those funds necessary to provide the services described above is attached for Council consideration.

VOW

MCO-13 -2009

AN ORDINANCE ESTABLISHING WASTEWATER TREATMENT RATES FOR PRIVATE WELL USERS

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

SECTION 1. That Chapter 29 of the Elmhurst Municipal Code be amended as follows:

29.10 Wastewater Service Charges

(a) Charges for the treatment of wastewater generated by premises served by a privately owned well shall be as follows:

Unmetered wells: \$65.10 (Bi-monthly rate)
Metered wells: As set forth in Section 7.201 of the Elmhurst Municipal Code.

(b) In the event of non-payment of the charges under Section 29.10, the provisions of Section 7.209 of the Elmhurst Municipal Code shall apply as if fully set forth herein.

SECTION 2. All ordinances or parts of ordinances in conflict with this ordinance are hereby amended to the extent of the conflict.

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

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

Peter P. DiCianni III, Mayor

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.
Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_

Patty Spencer, City Clerk

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7-16-09

## COUNCIL ACTION SUMMARY

SUBJECT: Ordinance – Establishing Wastewater Treatment Rates for Private Well Users

ORIGINATOR: City Attorney

### DESCRIPTION OF SUBJECT MATTER:

Attached for Council consideration is an ordinance establishing wastewater treatment rates for those premises served by private wells. Wastewater treatment charges are based on water usage. In the case of privately owned wells, there is typically no water meter and thus no means for determining wastewater treatment usage and charges. There are currently twenty-four customers that have private wells. This ordinance establishes a flat bi-monthly fee for such service, which reflects a 7% adjustment that is consistent with the adjustment to wastewater treatment rates for those premises served by the City water system. The ordinance also provides that the procedures to be followed in the event of non-payment are the same as with premises connected to the City water system.

*Erin*

MCO - 14 - 2009

**AN ORDINANCE AMENDING SECTION 44.74 ENTITLED, "YIELD RIGHT-OF-WAY STREETS" OF ARTICLE V ENTITLED, "DRIVING, OVERTAKING AND PASSING" OF CHAPTER 44 ENTITLED, "MOTOR VEHICLES AND TRAFFIC" AND AMENDING SECTION 44.92 ENTITLED, "STOP INTERSECTIONS ENUMERATED" OF ARTICLE VI ENTITLED, "SPECIAL STOPS" OF CHAPTER 44 ENTITLED, "MOTOR VEHICLES AND TRAFFIC" OF THE MUNICIPAL CODE OF THE CITY OF ELMHURST, ILLINOIS**

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WHEREAS, the City of Elmhurst is expressly empowered, pursuant to Section 11-208 of the Illinois Vehicle Code (625 ILCS 5/11-208), to regulate motor vehicle traffic including requiring motor vehicles to stop or yield the right-of-way at those intersections of streets and highways under the City's exclusive jurisdiction; and

WHEREAS, after conducting traffic studies with respect to certain intersections, under the exclusive jurisdiction of the City, the City has determined that it is proper, necessary and in the best interest of public safety, to amend those provisions of the Municipal Code of Ordinances of the City of Elmhurst, relating to yielding the right-of-way and stopping as hereinafter set forth.

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

SECTION 1. Section 44.74 entitled, "Yield Right-of-Way Streets" of Article V entitled, "Driving, Overtaking and Passing" of Chapter 44 entitled, "Motor Vehicles and Traffic" of the Municipal Code of Ordinances of the City of Elmhurst, Illinois as amended, is hereby further amended by adding the following language, in proper alphabetical order, under the following headings:

"Northbound:"

Hillside Avenue at McKinley Avenue;  
Fern Avenue at Yorkfield Avenue;  
Colfax Avenue at Adams Street;

"Southbound:"

Hillside Avenue at McKinley Avenue;  
Colfax Avenue at Adams Street.

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*07-16-09*

SECTION 2. Section 44.74 is further amended by deleting the following language under the headings:

“Westbound:”

McKinley Avenue at Parkside Avenue;

“Eastbound:”

McKinley Avenue at Parkside Avenue.

SECTION 3. The remaining provisions of Section 44.74 shall remain in full force and effect and unamended by this ordinance.

SECTION 4. Section 44.92 entitled, “Stop Intersections Enumerated” of Article VI entitled, “Special Stops” of Chapter 44 entitled, “Motor Vehicles and Traffic” of the Municipal Code of Ordinances of the City of Elmhurst, Illinois as amended, is hereby further amended by adding the following language to sub-sections 44.92(c) “Eastbound” and 44.92(d) “Westbound” in proper alphabetical order:

McKinley Avenue at Parkside Avenue.

SECTION 5. Section 44.92 entitled, “Stop Intersections Enumerated” of Article VI entitled, “Special Stops” of Chapter 44 entitled, “Motor Vehicles and Traffic” of the Municipal Code of Ordinances of the City of Elmhurst, Illinois as amended, is hereby further amended by adding the following language to sub-sections 44.92(a) “Southbound” and 44.92(b) “Northbound” in proper alphabetical order:

Linden Avenue at Church Street.

SECTION 6. The remaining provisions of Section 44.92 shall remain in full force and effect and unamended by this Ordinance.

SECTION 7. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are expressly repealed solely to the extent of any conflict.

SECTION 8. Appropriate signage shall be installed at all intersections affected by this Ordinance.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 9. This Ordinance shall be in full force and effect ten (10) days after its passage, approval and publication in pamphlet form in the manner provided by law and after the installation of the appropriate signage as required herein.

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

\_\_\_\_\_  
Peter P. DiCianni III, Mayor

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

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

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

## **COUNCIL ACTION SUMMARY**

**SUBJECT:** Ordinance – Revision of Section 44.74 Yield Right-of-Way Streets  
Revision Section 44.92 Stop Intersections

**ORIGINATOR:** City Attorney

### **DESCRIPTION OF SUBJECT MATTER**

Attached for Council consideration is an Ordinance establishing revisions to the Municipal Code Provisions regarding Yield Right-of-Way Intersections and Stop Intersections:

- a) install Yield Right-of-Way signs at:
  - Northbound -  
Hillside Avenue at McKinley Avenue;  
Fern Avenue at Yorkfield Avenue;  
Colfax Avenue at Adams Street;
  - Southbound –  
Hillside Avenue at McKinley Avenue;  
Colfax Avenue at Adams Street;
- b) remove Yield Right-of-Way signs at:
  - Eastbound and Westbound –  
McKinley Avenue at Parkside Avenue;
- c) install Stop signs at:
  - Eastbound and Westbound -  
McKinley Avenue at Parkside Avenue;
  - Northbound and Southbound -  
Linden Avenue at Church Street.

*Evin*

**AN ORDINANCE AMENDING SECTION 36.09, ENTITLED  
"CLASSIFICATION OF LICENSES," SECTION 36.10, ENTITLED  
"TERMS; FEES," AND SECTION 36.11, ENTITLED "LIMITATION  
ON NUMBER OF LICENSES," OF ARTICLE II, ENTITLED  
"RETAIL LICENSES," OF CHAPTER 36, ENTITLED  
"LIQUOR," OF THE MUNICIPAL CODE OF ORDINANCES OF  
THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS**

---

WHEREAS, the City Council of the City of Elmhurst is expressly authorized by the Illinois Liquor Control Act of 1934 (235 ILCS 5/1-1 *et seq.*) to regulate the number and classification of liquor licenses for the retail sale of alcohol within the City and the City Council is further authorized to regulate the license fees charged for each such classification of liquor license for the retail sale of alcoholic liquor within the City; and

WHEREAS, the Corporate Authority of the City of Elmhurst finds that it is necessary, proper and in the best interest of the City to amend Sections 36.09, 36.10 and 36.11 of Article II, entitled "Retail Licenses," of Chapter 36, entitled "Liquor," of the Municipal Code of Ordinances of the City of Elmhurst as hereinafter provided.

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

Section 1. Section 36.09, entitled "Classification of Licenses," of Article II, entitled "Retail Licenses," of Chapter 36, entitled "Liquor," of the Municipal Code of Ordinances, as amended, is hereby further amended by adding thereto subsection 36.09(q) to read as follows:

"(q) A Class "WBBS" liquor license shall authorize the retail sale of bottled wines and premium beers in the original package in an establishment that specializes principally in fine bottled wines and not for consumption on the premises where sold, provided, however, that a "WBBS" liquor license shall further authorize the sale of wine, premium beers and spirits by the glass, for consumption on the premises, subject to the following conditions:

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*07-16-09*

(1) Seating for patrons consuming wine or premium beer on the premises is limited to the lesser of three percent of the total square footage of the licensed premises or sixty (60) seats;

(2) The principal stock in trade of such establishment is fine wines and premium beers, with ancillary sales being limited to spirits by the glass, wine related accessories, small packages of gourmet food products and specialty gift products, such as fine food accessories; and

(3) The size of the establishment does not exceed three thousand (3,000) square feet in total area. A "WBBS" liquor license shall not be granted or retained for any premises whose primary business is that of a convenience store."

Section 2. Section 36.10, entitled "Terms; Fees," of Article II, entitled "Retail Licenses," of Chapter 36, entitled "Liquor," of the Municipal Code of Ordinances, as amended, is hereby further amended by adding the following at the end of subsection 36.10(c):

"The annual fee for a Class WBBS liquor license for 2009 shall be \$3,000.00; in subsequent years, the fee shall be increased in July of each year by an amount equal to the annual percentage increase in the CPI for the year immediately preceding."

Section 3. Section 36.11, entitled "Limitation on Number of Licenses," of Article II, entitled "Retail Licenses," of Chapter 36, entitled "Liquor," of the Municipal Code of Ordinances, as amended, is hereby further amended by adding the following language at the end of Section 36.11:

"The number of Class "WBBS" liquor licenses not to exceed one."

Section 4. Section 36.11, entitled "Limitation on Number of Licenses," of Article II, entitled "Retail Licenses," of Chapter 36, entitled "Liquor," of the Municipal Code of Ordinances, as amended, is hereby further amended by amending the number of Class "WBB" licenses to read as follows:

"The number of Class "WBB" Licenses not to exceed two."

Section 5. The remaining provisions of Section 36.09, Section 36.10 and Section 36.11

shall remain in full force and effect and unamended by this Ordinance.

Section 6. This Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

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

\_\_\_\_\_  
Peter P. DiCianni, Mayor

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

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

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

## COUNCIL ACTION SUMMARY

SUBJECT: Ordinance – Amending Section 36.09, Entitled “Classification of Licenses,” Section 36.10, “Entitled Terms; Fees,” and Section 36.11, Entitled “Limitation on Number of Licenses,” of Article II, Entitled “Retail Licenses,” of Chapter 36, Entitled “Liquor,” of the Municipal Code

ORIGINATOR: City Attorney

### DESCRIPTION OF SUBJECT MATTER:

Amending Section 36.09, “Classification of Licenses,” to add a Class “WBBS” liquor license classification for the sale of bottled wines, premium beers in the original package and spirits on the premises, subject to conditions.

Amending Section 36.10, “Terms; Fees,” to add the annual fee for a Class “WBBS” liquor license for 2009 at \$3,000.00, with annual rate increases equal to the annual percentage increase in the CPI for the year immediately preceding.

Amending Section 36.11, “Limitation on Number of Licenses,” to add the number of Class “WBBS” liquor licenses not to exceed one and reduce the number of Class “WBB” liquor licenses not to exceed two.

*6-16-09*

**ZO-04-2009**

**AN ORDINANCE REZONING THE PROPERTY COMMONLY  
KNOWN AS 621 WEST NORTH AVENUE (FORMERLY 313 N. ROUTE 83)**

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

WHEREAS, Section 3.10 of the Elmhurst Zoning Ordinance provides for amendment to the Official Zoning Map of the City of Elmhurst; and

WHEREAS, Real Estate Elmhurst, LLC ("Applicant") is the owner of certain property legally described on Exhibit A, attached hereto and made a part hereof, commonly known as 621 West North Avenue (formerly 313 N. Route 83), P.I.N.s 03-34-411-006, -007 and -008 ("Subject Property"); and

WHEREAS, the Subject Property is currently located within the CR Conservation/Recreation Zoning District; and

WHEREAS, the Applicant has submitted its application for a Map Amendment to change the zoning designation of the Subject Property from CR Conservation/Recreation Zoning District to any one of the four following zoning district classifications: R4 Limited General Residence District, C1 Local Shopping District, C2 Community Shopping and Service District or C3 General Commercial District; and

WHEREAS, on March 26, 2009 and April 9, 2009, the Zoning and Planning Commission conducted a public hearing at Elmhurst City Hall, 209 North York Street, Elmhurst, Illinois, in connection with the aforesaid Map Amendment (rezoning) application after proper notice of said hearing was duly given; and

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*07-16-09*

WHEREAS, on May 14, 2009, the Zoning and Planning Commission deliberated the matter and rendered its decision on the aforesaid Map Amendment (rezoning) and on May 28, 2009, filed its report of findings and recommendation to rezone the Subject Property to the R4 Limited General Residence District; and

WHEREAS, on June 22, 2009, the Development, Planning and Zoning Committee of the City Council considered the Zoning and Planning Commission's findings and recommendation and, after consideration and deliberation of the City Zoning Ordinance regarding the standards for Map Amendments, recommended approval for a Map Amendment to rezone the Subject Property to C2 Community Shopping and Service District, which report was approved by the City Council on July 6, 2009; and

WHEREAS, all applicable requirements of Section 3.10 and 6.5, relating to amendments to the Official Zoning Map of the Elmhurst Zoning Ordinance, have been met.

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

Section 1. That the recitals contained in the preambles hereto are incorporated as part of this Ordinance.

Section 2. That the zoning designation of the Subject Property be amended from CR Conservation/Recreation to C2 Community Shopping and Service District.

Section 3. That the Official Zoning Map of the City of Elmhurst be amended to reflect such redesignation.

Section 4. That the City Council finds, in connection with the Map Amendment to rezone the Subject Property to C2 Community Shopping and Service District, the following:

A) Existing Uses of Property Within the General Area of the Property in Question.

The predominate development uses south and west of the Subject Property are currently used for commercial retail or office use and are located generally at the intersection of two SRA (Strategic Regional Arterial) designated highways.

B) The Zoning Classification of Property Within the General Area of the Property in Question.

To the west, across Route 83 down to Route 64, the large shopping center is zoned C3, while immediately to the east are residential homes zoned R1. Immediately to the north, the Park District property is zoned CR. Immediately to the south, the commercial property owned by the Petitioner and most appropriately considered in conjunction with the Subject Property is zoned C2.

C) The Suitability of the Property in Question to Uses Permitted Under the Existing Zoning Classification as well as the Proposed Zoning Classification.

While privately owned, the Subject Property's sub-standard size and frontage configuration does not make it suitable for any uses under the current CR zoning. Rezoning the Subject Property to C2 is wholly consistent with and provides compatible uses with the surrounding properties' commercial uses located on the adjacent arterial roadways and, in particular, provides compatible use alternatives for the C2 zoned property, owned by Petitioner, immediately to the south. In addition, the C2 District requires a landscape barrier or fencing when adjacent to a residential district, thereby offering a mitigation effect not otherwise required under the R4 District.

Section 5. That the City Clerk is directed to transmit a copy of this Ordinance to Darrell Whistler, Chairman, Zoning and Planning Commission, Nathaniel J. Werner, Planning and Zoning Administrator, and Scott Day, Esq., Day & Robert, P.C., 300 East 5<sup>th</sup> Avenue, Suite 305, Naperville, Illinois 60563.

Section 6. That all ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of such conflict.

Section 7. This Ordinance shall be in full force and effect from and after its passage and publication according to law.

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

\_\_\_\_\_  
Peter P. DiCianni, Mayor

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

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

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

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

**EXHIBIT A**

**LEGAL DESCRIPTION**

THE NORTH 150.00 FEET (AS MEASURED ON THE EAST LINE THEREOF) OF THE SOUTH 350 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION; THENCE EAST ON THE SECTION LINE 1098.66 FEET TO THE EAST LINE, EXTENDED SOUTH, OF STATE ROUTE #83 (FORMERLY #54); THENCE NORTH ON SAID EAST LINE EXTENDED 51.5 FEET TO THE SOUTH LINE OF STATE ROUTE 64 TAKING PER DOCUMENT 254516 FOR A POINT OF BEGINNING; THENCE NORTH ON THE EAST LINE OF SAID ROUTE 83, A DISTANCE OF 276.5 FEET; THENCE NORTHERLY ON THE CURVED EAST LINE OF SAID ROUTE 83 WITH A RADIUS OF 8285.6 FEET AND CONVEX TO THE EAST 458.1 FEET TO THE SOUTH LINE OF LOT 68 IN GRAUE'S WOODS SUBDIVISION #2, THENCE EAST ON SAID SOUTH LINE OF LOT 68 A DISTANCE OF 164.15 FEET TO AN OLD LIME STONE IN THE NORTHWEST CORNER OF THE SUBDIVISION KNOWN AS NORTH WOODS; THENCE SOUTH ON THE WEST LINE OF SAID NORTH WOODS 732.8 FEET TO THE SOUTH LINE OF STATE ROUTE 64 TAKING PER DOCUMENT 254516; THENCE WEST ON SAID NORTH LINE 152.05 FEET TO THE POINT OF BEGINNING, EXCEPT THEREFROM THOSE PORTIONS TAKEN FOR HIGHWAY PURPOSES IN DUPAGE COUNTY, ILLINOIS.

**COUNCIL ACTION SUMMARY**

**SUBJECT:** Ordinance - Map Amendment (Rezoning) - 621 West North Avenue  
(formerly 313 N. Route 83) from CR Conservation/Recreation to C2  
Community Shopping and Service District

**ORIGINATOR:** City Attorney

**DESCRIPTION OF SUBJECT MATTER:**

Pursuant to the recommendations of the Development, Planning and Zoning Committee, an ordinance rezoning the Subject Property from its current CR Conservation/Recreation District to a C2 Community Shopping and Service District classification.

UDW

ZO-05-2009

**AN ORDINANCE GRANTING AN AMENDMENT TO A  
CONDITIONAL USE PERMIT FOR THE PURPOSE OF  
SITE DEVELOPMENT AND TO CONSTRUCT NEW  
STRUCTURES AND ADDITIONS FOR THE SCHOOL AND  
CHURCH ON THE PROPERTY COMMONLY KNOWN AS  
779 SOUTH YORK STREET (VISITATION CHURCH)**

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

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

WHEREAS, Visitation Church ("Petitioner") is the owner of certain property legally described as follows:

THAT PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CENTER OF YORK ROAD, WEST OF THE SUBDIVISION ENTITLED ARTHUR DUNAS' SECOND ADDITION TO TUXEDO PARK, AS RECORDED DECEMBER 6, 1924 AS DOCUMENT NUMBER 185795, AND NORTH OF A LINE DESCRIBED IN DOCUMENT NUMBER 501821, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 06-13-106-005 & 006

Commonly known as 779 South York Street, Elmhurst, Illinois ("Subject Property"); and

WHEREAS, the Subject Property is located within the R-2 Single Family Residential Zoning District, the regulations of which allow churches and private schools as conditional uses; and

WHEREAS, the City Council has heretofore granted a conditional use, as amended, for a church and private school on the Subject Property; and

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WHEREAS, Petitioner has submitted a petition for an amendment to the conditional use permit to permit construction of site development and to construct new structures and additions for the school and church on the Subject Property; and

WHEREAS, on April 9 and April 23, 2009, the Zoning and Planning Commission conducted a public hearing at Elmhurst City Hall, 209 North York Street, Elmhurst, Illinois, in connection with the aforesaid petitions after notice of said hearing was duly given; and

WHEREAS, on May 14, 2009, the Zoning and Planning Commission deliberated and on June 2, 2009, the Zoning and Planning Commission rendered its decision on the aforesaid conditional use amendment petition and on the same date filed its report of findings and recommendations, recommending that the petition be granted; and

WHEREAS, on June 8, 2009, the Development, Planning and Zoning Committee of the City Council convened to consider and review the application and information regarding the subject request, and on June 9, 2009, the Development, Planning and Zoning Committee of the City Council issued its recommendation approving of the aforesaid conditional use amendment; and

WHEREAS, all applicable requirements of Section 3.11 of the Elmhurst Zoning Ordinance relating to the granting of conditional uses has been met.

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

Section 1. That the recitals hereto are incorporated as part of this Ordinance.

Section 2. That the City Council finds, in connection with the amendment to the conditional use for site development and to construct new structures and additions for the school and church on the Subject Property:

- A. That the establishment, maintenance, or operation of the conditional use will not be detrimental to, or endanger the public health, safety, morals, comfort or general welfare; *The proposed plan improves the safety of pedestrians by providing a new sidewalk along Kearsage Avenue, as well as drop-off areas for the church and school buildings.*
- B. That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood; *The Visitation Church and School campus has been at this site for 60 years and has not been injurious to the property values or the use and enjoyment of properties in the surrounding neighborhood.*
- C. That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district; *The proposed improvements are all within the campus property and, as such, do not impede development of other properties in the area.*
- D. That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided; *The proposal includes underground stormwater detention which will lessen the amount of runoff from this property.*
- E. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; *The ingress and egress for the Subject Property will improve as a result of the side redevelopment.*
- F. That the proposed conditional use is not contrary to the objectives of the current Comprehensive Plan for the City of Elmhurst; *The Applicant's proposal complies with the Elmhurst Comprehensive Plan.*
- G. That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendation of the Commission; *The site will be redeveloped in accordance with all governing Federal, State, County and City of Elmhurst codes and regulations.*

Section 3. That an amendment to the conditional use permit is hereby granted to Visitation Church for the purpose of constructing a driveway on the Subject Property, subject to the following conditions:

- A. There shall be no parking allowed on York Street sixty (60) feet south of the proposed York Street driveway apron. The City shall install "NO PARKING" signage in the right-of-way and paint the curb yellow to educate the public to the parking restrictions in this area.
- B. That the conditional use shall otherwise be constructed, installed and maintained in accordance with the evidence submitted to the Zoning and Planning Commission and the recommendation thereof.

Section 4. That the City Clerk is directed to transmit a copy of this Ordinance to Darrell, Whistler, Chairman, Zoning and Planning Commission, Nathaniel J. Werner, Planning and Zoning Administrator, and Deacon Tony Spatafore, Visitation Church, 779 South York Street, Elmhurst, Illinois 60126.

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

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

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

\_\_\_\_\_  
Peter P. DiCianni, Mayor

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

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

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

## COUNCIL ACTION SUMMARY

SUBJECT: Ordinance – Conditional Use Amendment – 779 South York Street (Visitation Church) - to provide for construction of site development improvements and to construct new structures and additions to the school and church.

ORIGINATOR: City Attorney

### DESCRIPTION OF SUBJECT MATTER:

Pursuant to the recommendations of the Development, Planning and Zoning Committee, an ordinance to provide a conditional use amendment to provide for construction of site development improvements and to construct new structures and additions to the school and church on the Subject Property, with a parking restriction along York Street, 60 feet south of the proposed driveway apron.

*Epin*

**R - 14 - 2009**

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A CONTRACT BETWEEN THE CITY OF ELMHURST, ILLINOIS,  
AND WINKLER'S TREE AND LANDSCAPING, INC., FOR THE  
2009 ARBOTECT FUNGICIDE INJECTIONS OF AMERICAN ELMS**

**PASSED AND APPROVED BY  
THE MAYOR AND CITY COUNCIL  
THE \_\_\_ DAY OF JULY 2009**

**Copies To All  
Elected Officials**

*07-16-09*

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A CONTRACT BETWEEN THE CITY OF ELMHURST, ILLINOIS,  
AND WINKLER'S TREE AND LANDSCAPING, INC., FOR THE  
2009 ARBOTECT FUNGICIDE INJECTIONS OF AMERICAN ELMS**

**WHEREAS**, the City of Elmhurst, DuPage County, Illinois, (hereinafter referred to as the "City"), has received a proposal from Winkler's Tree and Landscaping, Inc., (hereinafter referred to as the "Contractor"), for the 2009 Arbotect Fungicide Injections of American Elms; and

**WHEREAS**, the City has engaged the Contractor to perform the same services in the past, and the Contractor is known to the City to be trustworthy and capable of performing the services required by the Contract; and

**WHEREAS**, pursuant to Section 3.20 (a) of the Municipal Code of the City, it is required that an expenditure for any purchase or contract exceeding the sum of Twenty Thousand Dollars (\$20,000.00) shall be advertised for competitive bids; and

**WHEREAS**, in accordance with Section 3.20 (a) (1) of the Elmhurst Municipal Code, two-thirds of all Aldermen then holding office may vote to waive competitive bidding for the purposes of entering into a contract; and

**WHEREAS**, it is advisable, necessary and in the public interest that the City of Elmhurst enter into a contract with Winkler's Tree and Landscaping, Inc., for the 2009 Arbotect Fungicide Injections of American Elms.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Elmhurst, DuPage County, Illinois as follows:

**Section 1.** The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

**Section 2.** It is hereby determined that it is advisable, necessary and in the public interest that the City waive the procedure prescribed for competitive bidding and enter into the Contract, which Contract is attached hereto as Exhibit "A," for the 2009 Arbotect Fungicide Injections of American Elms.

**Section 3:** The corporate authorities of the City hereby approve the Contract and the Mayor be and is hereby authorized and directed to execute, and the City Clerk be and is hereby authorized and directed to attest, on behalf of the City, the Contract by and between the City and Winkler's Tree and Landscaping, Inc., in substantially the form attached hereto as Exhibit "A," with such changes therein as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same.

**Section 4:** The officials, officers, employees and agents of the City are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this Resolution and the Contract.

**Section 5:** This Resolution shall be in full force and effect upon its passage and approval by a two-thirds vote of all Aldermen now holding office in accordance with law.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2009, pursuant to a roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTION: \_\_\_\_\_

**APPROVED** by me the \_\_\_\_\_ day of \_\_\_\_\_ 2009.

---

Peter P. DiCianni III, Mayor of the  
City of Elmhurst, DuPage County, Illinois

**ATTESTED** and filed in my office,  
this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

---

Patty Spencer, Clerk of the City  
of Elmhurst, DuPage County, Illinois

Exhibit A

**CONTRACT BETWEEN THE CITY OF ELMHURST, ILLINOIS, AND  
WINKLER'S TREE AND LANDSCAPING, INC., FOR THE 2009 ARBOTECT  
FUNGICIDE INJECTIONS OF AMERICAN ELMS**

## CONTRACT

This Contract, is made and entered into this 15th day of July, 2009 by and between Winkler's Tree and Landscaping, Inc., an Illinois corporation, (hereinafter referred to as the "Contractor"), and the City of Elmhurst, DuPage County, Illinois, an Illinois municipal corporation, (hereinafter referred to as the "City").

WHEREAS, the City and the Contractor desire that the City engage the Contractor to provide the services required for the **2009 ARBOTECT FUNGICIDE INJECTIONS OF AMERICAN ELMS** under the terms and conditions set forth in this Contract; and

WHEREAS, the City has engaged the Contractor to perform the same services in the past, and the Contractor is known to the City to be trustworthy and capable of performing the services required by this Contract; and

WHEREAS, in accordance with Section 3.20 (a) (1) of the Elmhurst Municipal Code, two-thirds of the City Council have voted to waive competitive bidding for the purposes of entering into this Contract.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

### ARTICLE I: SCOPE OF WORK

The Contractor shall provide and furnish all labor, materials (expendable and otherwise), plants, tools, equipment, and other necessary apparatus, and all transportation services required to complete all the work required for the **2009 ARBOTECT FUNGICIDE INJECTIONS OF AMERICAN ELMS** on public and private property in the City of Elmhurst, DuPage County, Illinois, all in strict accordance with manufacturer's specifications and the Special Provisions, which Special Provisions are attached hereto marked as Exhibit A and made a part of this Contract, (hereinafter referred to as "Work").

### ARTICLE II: TIME OF COMMENCEMENT AND COMPLETION

The Work shall be commenced within (10) calendar days after written notice from the City to the Contractor to proceed. The Work shall be completed no later than October 1, 2009, with such extensions of time, if any, as provided for in the general requirements of the Special Provisions, which Special Provisions are attached hereto marked as Exhibit A and made a part of this Contract.

Failure to complete the Work within the specified timeframe may result in liquidated damages per the following:

**A. Failure to Complete the Work on Time.** Time is of the essence to this Contract. Should the Contractor fail to complete the Work within the working days stipulated in the Contract or on or before the completion date stipulated in the Contract or within such extended time as may be allowed, the Contractor shall be liable and shall pay to the City the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day overrun in the Contract Time or such extended time as may be allowed. The liquidated damages for failure to complete the Contract on time are approximate due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance by the Contractor of the Work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the Contract even though the work may be substantially complete. The City will deduct these liquidated damages from any monies due or to become due to the Contractor from the Department.

Schedule of Deduction for Each  
Day of Overrun in Contract Time

<u>Original Contract Amount</u>		<u>Daily Charge</u>	
From more <u>Than</u>	To and <u>Including</u>	Calendar <u>Day</u>	Work <u>Day</u>
\$ 0	\$ 25,000	\$ 300	\$ 400
25,000	100,000	375	500
100,000	500,000	550	750
500,000	1,000,000	725	1,000
1,000,000	2,000,000	900	1,250
2,000,000	3,000,000	1,100	1,500
3,000,000	5,000,000	1,300	1,800
5,000,000	7,500,000	1,450	2,000
7,500,000	and over	1,650	2,300

The daily charge shall be made for every day shown on the calendar beyond October 1, 2009.

**ARTICLE III: THE CONTRACT PRICE**

The total Contract Price for completion of the Work is Thirteen and 76/100 Dollars (\$13.76) per diameter inch of tree, for an estimated total Contract Price not to exceed Forty Thousand and 00/100 Dollars (\$40,000.00).

The Contract Price is based on approximately one hundred (100) American Elms at an average of thirty-three inches (33") DBH as part of a 50/50 resident cost share program.

No guarantee as to the number and size of trees to be contracted for is guaranteed.

#### **ARTICLE IV: PAYMENT**

Partial payment, acceptance, and final payment is to be made to the Contractor in accordance with and subject to the provisions embodied in the Special Provisions, which Special Provisions are attached hereto marked as Exhibit A and made a part of this Contract.

All payments made by the City pursuant to this Contract shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

#### **ARTICLE V: COMPLIANCE WITH LAW**

The Contractor shall comply with all applicable laws, regulations and rules promulgated by a Federal, State, County, Municipal or other governmental unit or regulatory body which are now in effect or which may be in effect during the performance of the Work. Included with the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act and regulations, EEOC statutory provisions and rules and regulations, OSHA statutory provisions and rules and regulations, and State and Federal EPA statutory provisions and rules and regulations.

#### **ARTICLE VI: EXAMINATION OF SITE AND SPECIFICATIONS**

The Contractor shall make a careful examination of the site of the proposed Work including subsurface conditions and all existing structures or other items which may affect the Work to be done. The Contractor shall make a careful and complete appraisal of the specifications for the Work to be done. The Contractor shall become fully informed as to the quality, quantity, cost, sources of supply, and time of delivery of the materials and equipment required, the character of the Work to be done and the applicability of the wage rates for all workers to be employed. The Contractor shall be responsible for all errors resulting from its failure or neglect to comply with the provisions of the Contract and agrees that the City will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from a failure or neglect of the Contractor to make these examinations.

If conditions are unknown and unforeseeable, any adjustments shall be made only in accordance with the provisions of Article VI of the Special Provisions, which Special Provisions are attached hereto marked as Exhibit A and made a part of this Contract.

## **ARTICLE VII: CONTRACT BOND**

The Contractor shall, within ten (10) calendar days after execution of the Contract, furnish a Contract Bond in substantially the same form as the Contract Bond attached hereto marked as Exhibit B and made a part of this Contract. The Contract Bond shall be in the amount of one-hundred percent (100%) of the Contract Price. The bond shall insure faithful performance of the work, and the payment for materials, labor and of the subcontractors. The bond shall be with a surety or sureties with a rating of "A" or better by A.M. Best and Company and such sureties shall be approved by the City. Bonds in the form of certified or cashier's checks shall be made payable to the City of Elmhurst, Illinois. The Contract Bond shall be furnished in the same number of copies as the number of copies of the contract to be executed.

## **ARTICLE VIII: TAXES**

The Contract Price shall include all Federal and/or State, direct and/or indirect taxes which apply; however, the City is exempt from sales tax on any and all products which will be permanently incorporated into the Work.

## **ARTICLE IX: REPRESENTATIONS AND WARRANTIES**

The Contractor represents and warrants that the Work will be performed in a good and workmanlike manner based upon the terms and conditions in this Contract, that the Work shall be performed in accordance with established industry standards, and that the Contractor has the qualification necessary to perform the Work and a work force necessary to perform the services contemplated hereunder.

## **ARTICLE X: INDEMNIFICATION AND INSURANCE**

**A. Indemnification.** To the fullest extent permitted by law, the Contractor shall be responsible for any and all injuries to persons or damages to property due to the negligent or willful act or omission of the Contractor arising or in consequence of the performance of the Work by the Contractor. The Contractor hereby agrees to defend, indemnify and hold harmless the City, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the City, its officials, agents and employees, due to the negligent or willful act or omission of the Contractor arising in or in consequence of the performance of this work by the Contractor. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefor or incurred in connection therewith; and, if any judgment shall be rendered against the City, its officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Contractor to indemnify the City, its officials, agents and employees for their own negligent acts or omissions.

In the event any such claim, lawsuit, or action is asserted, any such money due the Contractor under and by virtue of the Contract as shall be deemed necessary by the City for the payment thereof, may be retained by the City for said purpose, or in case no money or insufficient money is due to satisfy such claim, lawsuit, or action, the Contractor's Surety shall remain liable for any payment therefore until any such lawsuit, action or claim has been settled or has been fully judicially determined and satisfied.

No inspection by the City, its employees or agents shall be deemed a waiver by the City of full compliance with the requirements of the Contract. This indemnification shall not be limited by the required minimum insurance coverages provided in the Contract.

**B. Insurance.** The City, its officers, agents and employees shall be named as additional insured, and all such insurance coverage shall be primary and noncontributory.

**Worker's Compensation Insurance.** Prior to the approval of the Contract by the City, the Contractor shall furnish the City certificates of insurance covering Worker's Compensation, or satisfactory evidence that this liability is otherwise taken care of according to Section 4 (a) of the "Worker's Compensation Act of the State of Illinois" as amended.

Such insurance, or other means of protection as herein provided, shall be kept in force until all Work to be performed under the terms of the Contract has been completed and accepted, and it is hereby understood and agreed the maintenance of such insurance or other protection, until acceptance of the work by the City, is a part of the contract. Failure to maintain such insurance, cancellation by the Industrial Commission of its approval of such other means of protection as might have been elected, or any other act which results in lack of protection under the said "Worker's Compensation Act" may be considered as a breach of contract.

The Contractor shall obtain and thereafter keep in force the following insurance coverages provided by insurance companies acceptable to the Department and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated in the Best's Key Rating Guide. The Department will accept companies with a rating not lower than B+ provided the financial size category is VII or larger. Companies rated A- or better shall have a financial size category of not less than VI. Coverage limits shall be written at not less than the minimum specified in this Article. Higher minimum limits and additional coverage may be specified by a special provision elsewhere in the Contract. Whether stated in this Article or elsewhere, the City does not warrant the adequacy of the types of insurance coverage or the limits of liability specified.

- (a) Workers Compensation and Employers Liability.

(1) Workers compensation shall be provided according to the provisions of the Illinois Worker's Compensation Act, as amended. Notwithstanding the rating and financial size categories stated in this Article, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Insurance.

(2) Employers Liability.

- a. Each Accident \$500,000
- b. Disease-policy limit \$500,000
- c. Disease-each employee \$500,000

(b) Commercial General Liability. Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the Contractor; operations of subcontractors (contingent or protective liability); completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual liability. The general aggregate limit shall be endorsed on a per project basis.

- (1) General Aggregate Limit \$2,000,000
- (2) Products-Completed Operations  
Aggregate Limit \$2,000,000
- (3) Each Occurrence Limit \$1,000,000

The coverage shall provide by an endorsement in the appropriate manner and form, the City, its officers, and employees shall be named as additional insured with respect to the policies and any umbrella excess liability coverage for occurrences arising in whole or in part out of the work and operations performed. The City may accept a separate owner's protective liability policy in lieu of the City, its officers, and employees being insiders on the Contractor's policies.

(c) Commercial Automobile Liability. The policy shall cover owned, non-owned, and hired vehicles.

Bodily Injury & Property Damage

- Liability Limit Each Occurrence \$1,000,000

- (d) **Umbrella Liability.** Any policy shall provide excess limits over and above the other insurance limits stated in the Article. The Contractor may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.

All insurance shall remain in force during the period covering occurrences happening on or after the effective date and remain in effect during performance of the Work at all times thereafter when the Contractor may be correcting, removing, or replacing defective work until notification of the date of final inspection. Termination or refusal to renew shall not be made without 30 days prior written notice to the City by the insurer and the policies shall be endorsed so as to remove any language restricting or limiting liability concerning this obligation.

Certified copies of the original policies or certificate(s) of insurance by the insurer(s) issuing the policies and endorsements setting forth the coverage, limits, and endorsements shall be filed with the City before the City will execute the Contract. Any exception or deviation shall be brought to the attention of the City for a ruling of acceptability. In no event shall any failure of the City to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor's obligation to obtain and keep in force the required insurance.

All costs for insurance as specified herein will be considered as included in the cost of the Contract. The Contractor shall, at its expense and risk of delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from its obligation to indemnify in excess of the coverage according to the contract.

**C. Subcontractors.** The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**D. Assumption of Liability.** The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

#### **ARTICLE XI: COMPONENT PARTS OF THE CONTRACT**

This Contract consists of the following component parts, all of which are fully a part of this Contract as if herein set out verbatim:

1. Contract
2. Special Provisions

3. Contract Bond
4. Certification Form
5. The Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, (hereinafter referred to as the "Standard Specifications"), and the current edition of the Illinois Department of Transportation, Supplemental Specifications and Recurring Special Provisions, (hereinafter referred to as the "Supplemental Specifications").

The Supplemental Specifications are comprised of two separate books that will not be furnished by the City but shall be the responsibility of the Contractor to obtain at its own expense.

If there is any conflict between the Contract and the Supplemental Specifications, the Contract will control.

## **ARTICLE XII: PREVAILING WAGE RATES**

All contracts and subcontracts for Work under the Contract are subject to the provisions of 820 ILCS 130/0.01 et seq., providing for the payment of the prevailing rate of wages, as established by the U.S. or Illinois Departments of Labor for DuPage County, Illinois to all laborers, workers, and mechanics performing work under the Contract. The Prevailing Wage Rates for DuPage County Illinois are attached hereto marked as Exhibit C and made a part hereof. The Contractor shall be solely responsible for maintaining accurate payment records, as required by statute, and for paying the difference between prevailing wages and wages received as provided in 820 ILCS 130/11.

## **ARTICLE XIII: MISCELLANEOUS PROVISIONS**

**A. Assignment.** The Contract shall be deemed to be exclusive between the City and Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the City. The City may refuse to accept any substitute Contractor for any reason.

**B. Independent Contractor.** The Contractor shall be deemed to be for all purposes an independent contractor and shall not at any time directly or indirectly act as agent, servant, or employee of the City. The City shall have no control over the means and manner in which the Work is to be performed by the Contractor or its employees. Said responsibility shall at all times remain with the Contractor.

**C. Governing Law.** The parties hereto agree that the governing law for this Contract shall be the laws of the State of Illinois, and that venue for any disputes between them shall be proper only in the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois.

**D. Certification Form.** The Certification Form attached hereto marked as Exhibit D shall

be executed by the Contractor and it is agreed among the parties that the assurances contained in Exhibit D are each a material representation of fact upon which reliance is placed by the City in entering into this Contract with Contractor.

**E. Severability.** If any term, covenant, or condition of this Contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Contract or such other documents, or the applications of such term, covenant or condition, to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby; and each term, covenant or condition of this Contract or such other document shall be valid and shall be enforced to the fullest extent permitted by law.

**F. Waiver.** A failure of either party at any time to enforce any right or remedy available to it under this Contract or otherwise with respect to any breach or failure by the other party shall not be construed as a waiver of such right or remedy with respect to any other breach or failure.

**G. Notice.** Written notices between the City and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

(a) If to City:

City of Elmhurst  
209 North York Road  
Elmhurst, Illinois 60126  
Attn: Mr. Thomas P. Borchert, City Manager

(b) If to Contractor:

Winkler's Tree and Landscaping, Inc.  
P.O. Box 1154  
La Grange Park, Illinois 60526  
Attn: President

(c) Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this Contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

**H. Entire Contract.** This Contract (including all Component Parts of the Contract) represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Contract may only be amended or a provision hereof waived by the parties by written

instrument executed by authorized signatories of the City and Contractor. This Contract is executed that day and year first written above.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract the day and year first written above:

**CONTRACTOR: Winkler's Tree and Landscaping, Inc.**

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

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

Its \_\_\_\_\_  
Title

**CITY OF ELMHURST**

By: \_\_\_\_\_  
Peter DiCianni, III.  
Mayor

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

Patty Spencer  
City Clerk

*Eren*

**R - 15 - 2009**

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF  
VILLA PARK AND THE CITY OF ELMHURST**

**PASSED AND APPROVED BY  
THE MAYOR AND CITY COUNCIL  
THE 20<sup>th</sup> DAY OF JULY 2009**

**Copies To All  
Elected Officials  
07-16-09**

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF  
VILLA PARK AND THE CITY OF ELMHURST**

**WHEREAS**, a Surface Transportation Program Project called the "St. Charles Road Resurfacing Project", (the "Project"), has been approved for funding of Phase III Construction at seventy percent (70%) federal contribution and thirty percent (30%) local contribution for the total costs of construction of the Project; and

**WHEREAS**, the Village of Villa Park and the City of Elmhurst wish to pursue the Project and to share their proportionate costs of the thirty percent (30%) local contribution for the total costs of construction of the Project; and

**WHEREAS**, the Village of Villa Park will act as the lead agency in construction of the Project subject to the construction input of the City of Elmhurst; and

**WHEREAS**, the City of Elmhurst will reimburse the Village of Villa Park for its proportionate share of the actual construction costs for the roadway improvements to the parts of St. Charles Road under the jurisdiction and maintenance of the City of Elmhurst; and

**WHEREAS**, the Village of Villa Park has executed the Intergovernmental Agreement ("ST. CHARLES ROAD RESURFACING PROJECT") (Westmore Avenue to Illinois State Route 83 with omissions), attached hereto marked as Exhibit "A" and made a part hereof, (the "Agreement"); and

**WHEREAS**, Article VII, Section 10 of the Constitution of the State of Illinois authorizes and encourages units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function; and

**WHEREAS**, the Mayor and City Council of the City of Elmhurst deem it advisable, necessary and in the public interest to enter into the Agreement;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Elmhurst as follows:

**Section 1.** The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

**Section 2.** It is hereby determined that it is advisable, necessary and in the public interest that the City enter into the Agreement by and between the City and Villa Park, a copy of which Agreement is attached hereto marked as Exhibit "A" and made a part hereof.

**Section 3.** The Mayor be and is hereby authorized and directed to execute and the City Clerk to attest, on behalf of the City, the Agreement by and between the City and Villa Park.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

**Section 4.** This Resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this 20<sup>th</sup> day of July 2009, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

APPROVED by me this 20<sup>th</sup> day of July 2009.

---

Peter P. DiCianni III, Mayor of the  
City of Elmhurst, DuPage County, Illinois

ATTESTED and filed in my office,  
this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

---

Patty Spencer, Clerk of the City  
of Elmhurst, DuPage County, Illinois

**Exhibit "A"**

**INTERGOVERNMENTAL AGREEMENT  
("ST. CHARLES ROAD RESURFACING PROJECT")  
(Westmore Avenue to Illinois State Route 83 with omissions)**

INTERGOVERNMENTAL AGREEMENT  
("ST. CHARLES ROAD RESURFACING PROJECT")  
(Westmore Avenue to Illinois State Route 83 with omissions)

THIS AGREEMENT made and entered into this 22nd day of June, 2009, by and between the VILLAGE OF VILLA PARK, an Illinois municipal corporation, DuPage County, Illinois ("Villa Park"); and the CITY OF ELMHURST, an Illinois municipal corporation, DuPage County, Illinois ("Elmhurst").

WITNESSETH:

WHEREAS, Elmhurst and Villa Park are municipal corporations duly organized and existing under the laws of the State of Illinois; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1 *et seq.* authorize units of local government to contact or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, a Surface Transportation Program (STP) Project called the "St. Charles Road Resurfacing Project" ( the "Project" ) has been approved for funding of Phase III Construction at 70/30 percent Federal/Local Agency matching costs, respectively; and

WHEREAS, Elmhurst and Villa Park are desirous of pursuing this project and willing to share the proportionate costs of the 30% Local Agency match of costs for the Phase III construction until the Project is built for use; and

WHEREAS, Elmhurst and Villa Park desire to enter into this Agreement pursuant to 5 ILCS 220 in the spirit of intergovernmental cooperation in order to construct this project; and

WHEREAS, the corporate authorities of Elmhurst and Villa Park hereby declare that it is in the best interests of the City of Elmhurst and the Village of Villa Park to enter into said Agreement and have been authorized to execute this Agreement.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants, hereinafter set forth and pursuant to their powers of intergovernmental cooperation, the parties hereto agree as follows:

1. The recitals set forth hereinabove shall be and are hereby adopted as findings of fact as if said recitals were fully set forth herein.
2. Villa Park will act as the lead agency in the construction of the Project subject to the construction input of Elmhurst and through their authorized representative(s).
3. Elmhurst shall reimburse Villa Park for its proportionate share of the construction

costs at an estimated amount of \$60,800 as shown on the funding table attached as Exhibit 1. Actual costs will be based on contract unit prices and actual quantities. The construction costs are reimbursement for the roadway improvements to parts of St. Charles Road under the jurisdiction and maintenance of Elmhurst.

4. Villa Park shall bill Elmhurst once a month on the basis of the completed work on said parts of St. Charles Road but shall also have the option of billing Elmhurst on a lump sum basis after the completion of the Project. Villa Park shall be reimbursed within ten (10) days after receipt of the bill.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their proper officers duly authorized to execute same, the day and year first above written.

CITY OF ELMHURST

ATTEST:

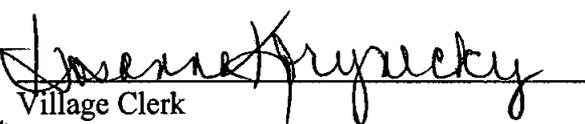
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

VILLAGE OF VILLA PARK

ATTEST:

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Village Clerk



# ST. CHARLES ROAD RESURFACING STP PROJECT

## Cost Estimate with Municipality Breakdown

FAU Route 1397  
DuPage County  
Village of Villa Park  
Section 07-00084-00-RS

NO	PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY 1000-2A	UNIT COST	TOTAL COST	VILLA PARK QUANTITY	VILLA PARK COST	LOMBARD QUANTITY	LOMBARD COST	ELMHURST QUANTITY	ELMHURST COST
1	X4067107	POLYMERIZED LEVELING BINDER (MACHINE METHOD), IL-4.75, N50	TON	3,100.00	\$110.00	\$341,000.00	2,564.00	\$282,040.00	197.00	\$21,870.00	339.00	\$37,290.00
2	Z0076600	TRAINEES	hour	500.00	\$0.80	\$400.00	413.00	\$330.40	32.00	\$25.60	55.00	\$44.00
3	28000510	INLET FILTERS	EACH	92.00	\$200.00	\$18,400.00	76.00	\$15,200.00	6.00	\$1,200.00	10.00	\$2,000.00
4	40600100	BITUMINOUS MATERIALS (PRIME COAT)	GALLON	5,200.00	\$2.00	\$10,400.00	4,301.00	\$8,602.00	330.00	\$660.00	569.00	\$1,138.00
5	40600300	AGGREGATE (PRIME COAT)	TON	100.00	\$10.00	\$1,000.00	83.00	\$830.00	6.00	\$60.00	11.00	\$110.00
6	40600400	MIXTURE FOR CRACKS, JOINTS AND FLANGEWAYS	TON	100.00	\$150.00	\$15,000.00	83.00	\$12,450.00	6.00	\$900.00	11.00	\$1,650.00
7	40600895	CONSTRUCTING TEST STRIP	EACH	1.00	\$1,000.00	\$1,000.00	0.83	\$830.00	0.06	\$60.00	0.11	\$110.00
8	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	240.00	\$12.00	\$2,880.00	199.00	\$2,388.00	15.00	\$180.00	26.00	\$312.00
9	40603340	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	6,700.00	\$90.00	\$603,000.00	5,541.00	\$498,690.00	426.00	\$38,340.00	733.00	\$65,970.00
10	44000181	HOT-MIX ASPHALT SURFACE REMOVAL, 3"	SQ YD	51,710.00	\$3.00	\$155,130.00	42,768.00	\$128,298.00	3,286.00	\$9,858.00	5,658.00	\$16,974.00
11	44001700	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	900.00	\$30.00	\$27,000.00	744.00	\$22,320.00	57.00	\$1,710.00	99.00	\$2,970.00
12	44201737	CLASS D PATCHES, TYPE I, 8 INCH	SQ YD	600.00	\$80.00	\$48,000.00	496.00	\$39,680.00	38.00	\$3,040.00	66.00	\$5,280.00
13	44201741	CLASS D PATCHES, TYPE II, 8 INCH	SQ YD	600.00	\$70.00	\$42,000.00	496.00	\$34,720.00	38.00	\$2,660.00	66.00	\$4,620.00
14	44201745	CLASS D PATCHES, TYPE III, 8 INCH	SQ YD	600.00	\$60.00	\$36,000.00	496.00	\$29,760.00	38.00	\$2,280.00	66.00	\$3,960.00
15	44201747	CLASS D PATCHES, TYPE IV, 8 INCH	SQ YD	600.00	\$50.00	\$30,000.00	496.00	\$24,800.00	38.00	\$1,900.00	66.00	\$3,300.00
16	60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EACH	10.00	\$1,000.00	\$10,000.00	8.00	\$8,000.00	1.00	\$1,000.00	1.00	\$1,000.00
17	60300310	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	92.00	\$600.00	\$55,200.00	76.00	\$45,600.00	6.00	\$3,600.00	10.00	\$6,000.00
18	67100100	MOBILIZATION	L SUM	1.00	\$36,000.00	\$36,000.00	0.83	\$29,880.00	0.06	\$2,160.00	0.11	\$3,960.00
19	70102632	TRAFFIC CONTROL AND PROTECTION, STANDARD 701602	L SUM	1.00	\$36,000.00	\$36,000.00	0.83	\$29,880.00	0.06	\$2,160.00	0.11	\$3,960.00
20	70300200	TEMPORARY PAVEMENT MARKING	FOOT	18,000.00	\$2.00	\$36,000.00	14,887.00	\$29,774.00	1,144.00	\$2,288.00	1,969.00	\$3,938.00
21	78004200	PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - INLAID - LETTERS AND SYMBOLS	SQ FT	1,350.00	\$30.00	\$40,500.00	1,116.00	\$33,480.00	86.00	\$2,580.00	148.00	\$4,440.00
22	78004210	PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - INLAID - LINE 4"	FOOT	18,100.00	\$4.00	\$72,400.00	14,969.00	\$59,876.00	1,150.00	\$4,600.00	1,981.00	\$7,924.00
23	78004230	PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - INLAID - LINE 6"	FOOT	8,700.00	\$8.00	\$69,600.00	7,195.00	\$57,560.00	553.00	\$4,424.00	952.00	\$7,616.00
24	78004250	PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - INLAID - LINE 12"	FOOT	400.00	\$15.00	\$6,000.00	331.00	\$4,965.00	25.00	\$375.00	44.00	\$660.00
25	78004280	PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - INLAID - LINE 24"	FOOT	400.00	\$25.00	\$10,000.00	331.00	\$8,275.00	25.00	\$625.00	44.00	\$1,100.00
26	88600600	DETECTOR LOOP REPLACEMENT	FOOT	4,900.00	\$20.00	\$98,000.00	4,083.00	\$81,660.00	0.00	\$0.00	817.00	\$16,340.00
<b>TOTAL ESTIMATED COST</b>						<b>\$1,800,910.00</b>	<b>\$1,489,888.40</b>	<b>\$108,355.60</b>	<b>\$202,666.00</b>			
<b>TOTAL LOCAL SHARE (30%)</b>						<b>\$540,273.00</b>	<b>\$446,966.52</b>	<b>\$32,506.68</b>	<b>\$60,799.80</b>			
<b>TOTAL FEDERAL SHARE (70%)</b>						<b>\$1,260,637.00</b>	<b>\$1,042,921.88</b>	<b>\$75,848.92</b>	<b>\$141,866.20</b>			

EXHIBIT 1



# CITY OF ELMHURST

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

VOW  
PETER "PETE" DICIANNI  
MAYOR  
PATTY SPENCER  
CITY CLERK  
DAVID DYER  
CITY TREASURER  
THOMAS P. BORCHERT  
CITY MANAGER

July 16, 2009

TO: Mayor DiCianni and Members of the City Council

**RE: Larch Avenue Parking Deck Architectural Design and  
Construction Management Services**

On Monday, July 13, 2009, and at prior committee meetings, the Public Works and Buildings Committee met to discuss design and construction management services for the construction of a multi-level parking deck located at 175 W. First St (the northwest corner of Larch Avenue and First Street) which the city of Elmhurst owns and will be paid for with public funds.

The City has been discussing the development of this project with Daniel B. Hiffman, Devcom, Inc and Arco/Murray National Construction. On March 23, 2009, the City simultaneously purchased the site from Daniel B. Hiffman and then took occupancy of the property on June 21, 2009.

Our City attorney has confirmed that there is no written contract or any legal documentation to date that commits the City of Elmhurst to move forward with any one chosen developer, architect or construction manager, in this case ARCO/Murray, for these particular services.

By utilizing the competitive bid process, not only for the contractor work but also for the Architectural Design and Construction Management Services, we will prove to ourselves and the taxpayers whether the Arco/Murray proposal is in alignment with current market prices and the competition. Therefore, this will provide statistical backing that the City of Elmhurst and its residents are receiving a good deal for these services.

Copies To All  
Elected Officials

7-16-09

It is, therefore, the recommendation of the majority of the Public Works and Buildings Committee that the design and construction management services for construction of the Larch Avenue parking deck be put out to competitive bid along with the request of a statement of qualifications for each bidder, be accepted.

Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE

---

Jim Kennedy, Chairman

---

*Michael Bram*  
Michael Bram, Vice Chairman

---

*Pat Shea*  
Pat Shea

---

Chris Healy



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DAVID DYER  
CITY TREASURER  
THOMAS P. BORCHERT  
CITY MANAGER

July 20, 2009

**TO:** Mayor DiCianni and Members of the City Council

**RE:** Larch Avenue Parking Deck Architectural Design and  
Construction Management Services

On Monday, July 13, 2009, the Public Works and Buildings Committee met to discuss design and construction management services for the construction of a multi-level parking deck located at the northwest corner of Larch Avenue and First Street.

The City has been working with the development company of Devcom, Inc. along with their construction partner Arco/Murray National Construction Company to complete this project. Devcom was successful in purchasing the property from the current owner and subsequently sold it to the City. The City took occupancy of the property on June 21, 2009.

The City has received from Arco/Murray a statement of qualifications regarding the firm's ability to perform construction management services for the City for this project. City staff and the Committee have reviewed the statement of qualifications and find that Arco/Murray is qualified to do this work. Arco/Murray has performed all assignments in phase 1 and phase 2 of the project in a satisfactory manner.

In addition, after final negotiations with City staff, Arco/Murray submitted a revised proposal for the architectural design and construction management services for the remaining phase of this project.

Upon approval, Arco/Murray will prepare the necessary architectural design plans and specifications, bidding documents, secure sealed bids to be opened by the Elmhurst City Clerk, and manage the construction of the proposed parking deck. This work shall provide the City with professional oversight of construction methodologies and schedule, value engineering insight, contract compliance and site management for the duration of the project.

The QBS evaluation of Arco/Murray was completed yielding a rating of 335 out of a possible 350. In comparison, McHugh received a rating of 340 for the completion of the new fire station. Given this comparable rating and Arco/Murray's previous project history, Arco/Murray is judged more than capable of completing the project.

Design services (aka 'Architecture') are quoted to cost \$326K (6% of estimated construction costs). For comparison, \$388K (8% of estimated construction costs) was spent for the design and architectural fees of the new fire house. Regarding the perceived requirement that design

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Elected Officials  
7-16-09

services must be competitively bid, they do not. Design services are considered professional services by Elmhurst municipal code and are not required to be publicly bid. GMA, Inc. will be responsible for the design services portion of the project which is a sister company to Arco/Murray and is considered to have the same QBS rating specified above of Arco/Murray.

Total construction costs are \$5.0 MM and broken down as follows:

- General Conditions (7.5%) \$ 375K
- Insurance (1.25%) \$ 63K
- Construction Mgmt Fee (3.8%) \$ 190K (Arco/Murray's profit on the project)
- Materials & Direct Labor (87.45%) \$4,373K

100% of the materials and direct labor (87.45% of the construction costs) will be publicly bid with all bids opened at Elmhurst City Hall witnessed by Elmhurst City staff. The construction management fee of 3.8% was renegotiated down from 4.5% by Elmhurst City staff with Arco/Murray. For comparison purposes, 4.1% was the construction management fee for the new fire station. All costs incurred related to General Conditions will not be subject to any mark-ups by Arco/Murray. The City of Elmhurst will only pay for what these services cost and nothing more. Arco/Murray is not making a profit by handling these activities. Examples of these costs are:

- Site supervision
- Fencing
- Erosion controls
- All other direct costs

Regarding the \$4,373K in materials and direct Labor, should the project be delayed, for whatever reason, to start in 2010, there would be the potential for significant increases in costs to be incurred as follows:

Item	% of Matls & Labor	Est'd Increase	Conservative Estimate	Net Change
Direct Labor	25%	2 – 4 %	2 %	\$ 22K
Steel	10%	10 – 17 %	10%	\$ 44K
Brick	15%	3 – 5 %	3 %	\$ 20K
Concrete	50%	4 – 5.5%	4 %	\$ 88K
TOTAL			3.5% (overall)	\$ 174K

Since there is a significant potential for an increase of project costs by at least \$174K, it is recommended the City of Elmhurst move forward with this project at this time. Furthermore, given the recent approval of the State of Illinois' Capital Bill on Monday 7/13/09, there will be significant and additional project activity in 2010 which could result in even higher project costs based on the erosion of today's competitive pricing environment.

The zoning for this area is C4, and parking decks are permitted uses in the zone. A Conditional Use Permit would not be required to move forward with the project.

An estimated timeline for this project is as follows pending timely City Council approval of this project:

- 9/1/09 Architecture & design completed
- 9/30/09 Design finalized & approved. Permits approved
- 10/1/09 Break ground
- 5/1/10 Construction completed (7 months to build)
- 6/1/10 Parking deck open for use (approximate date)

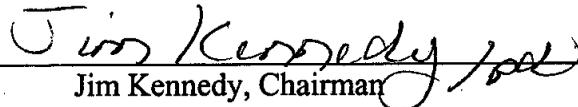
Given that many studies by and for the City of Elmhurst have concluded that additional parking in the CBD is essential for further development, especially near Addison Street, it is important the City move forward with this new parking structure.

Lastly, Metra has verbally committed up to \$2 million to assist in the completion of this project. Current parking utilization by commuters is nearing 100%, at close to station sites, and more spaces are needed to fill current and future demand for parking by train users.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the proposal for design and construction management services for construction of the Larch Avenue parking deck as outlined in the attached proposal from ARCO/Murray National Construction Company be accepted and that the attorney be authorized to prepare the proper contract and resolution for formal City Council approval.

Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE

  
Jim Kennedy, Chairman

\_\_\_\_\_  
Michael Bram, Vice Chairman

\_\_\_\_\_  
Pat Shea

\_\_\_\_\_  
Chris Healy



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THOMAS P. BORCHERT  
CITY MANAGER

## MEMORANDUM

**To:** Alderman Jim Kennedy

**From:** Thomas P. Borchert, City Manager

**Date:** July 15, 2009

**Re:** 175 W. First Street, Arco/Murray and Design and Construction Management Services for Parking Deck

Attached for your review and information and per your request is the following information:

- 1) Minutes of City Council meetings at which the City of Elmhurst and DevCom public/private business relationship was reviewed and discussed by the City Council on February 2, 2009.
- 2) Ordinance O-03-2009 which was approved by the Elmhurst City Council on February 2, 2009. Approving purchase and sale agreement and a term sheet for the Hurley, Thorne and Athar parcels.
- 3) Ordinance O-06-2009 which was approved by the Elmhurst City Council on February 17, 2009. Approving a development, loan and purchase and sale agreement for the Addison corridor redevelopment.
- 4) Copy of the wire transfer fund transaction summary wherein Chicago Title and Trust Co. was transferred funds necessary for the acquisition of the Thorne parcel to an escrow account on February 17, 2009 and to be held by the escrow agent and only released on February 18 at the closing date with proper direction authority from the attorney representing the City of Elmhurst.
- 5) A copy of the Elmhurst Zoning Ordinance relative to the C4 zoning district which is the zoning for the 175 W. First St. site identifying parking decks as a permitted use.
- 6) Excerpts of the fifty page Qualification Base Selection guide identifying the QBS process for selection of professional service providers which was followed by the City of Elmhurst in the selection of McHugh for professional services associated with the Fire Station construction project and which identify and illustrate the process does not include a bidding of professional services.
- 7) A copy of the presentation completed by Arco/Murray to the Public Works and Buildings Committee on July 13, 2009 which provides a history of their role and analysis of their proposed fee schedule. As shown, the Arco/Murray professional fee for the project is at

3.8%, compares favorably to the McHugh fee of 4.1% for the Fire Station services and to the original proposal of Arco/Murray of 4.5%.

- 8) A copy of the February 13, 2009 letter to Metra requesting grant assistance. In addition please be advised that Mayor DiCianni and I met with Senator Pankau and Phil Pagano from Metra relative to Senator Pankau's efforts on behalf of the City of Elmhurst in securing a possible grant in the amount of up to \$2 million from Metra which Mr. Pagano indicated his support for should capital dollars become available to the Metra agency through the State of Illinois.
- 9) Copy of assignment agreement regarding Arco/Murray services tentatively agreed to by City but not formally executed.
- 10) A copy of the June 8, 2009 Public Works and Buildings Committee minutes which summarized the process identified at that time as to review of Arco/Murray for design and construction management services going forward.

Should any additional information be needed or of interest on these matters or other matters associated with the City's consideration of the parking deck development project at 175 W. First, please feel free to call.

T.P.B.

TPB/pd  
Attachments

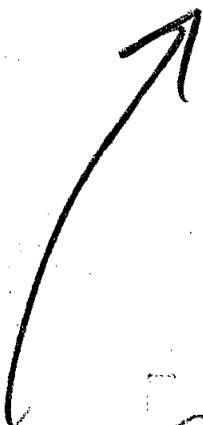
**MINUTES OF THE REGULAR MEETING OF THE  
 CITY COUNCIL OF THE CITY OF THE ELMHURST, ILLINOIS  
 HELD ON MONDAY, FEBRUARY 2, 2009  
 209 NORTH YORK STREET  
 ELMHURST, ILLINOIS**

1

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

DRAGUS  
 13  
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 15

O-03-2009 – An Ordinance Approving a Real Estate Purchase and Sale Agreement and a Term Sheet for the Acquisition and Redevelopment of Real Estate within the Downtown TIF District (Hurley, Thorne and Athar Parcels)



To: P.W.B.C.  
 Ann Mayor & Attorney STORINO ✓ 6/26/09  
 per Ann Hurley  
 Request  
 Attached per  
 Request at 6/22/09  
 Meeting - B  
 6/26

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

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

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

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

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

Nays: None

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

### REPORTS AND RECOMENDATIONS OF APPOINTED AND ELECTED OFFICIALS

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

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

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

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

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

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

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

Mayor Marcucci thanked Chairman Myers for a job well done.

#### b. UPDATES (Mayor Marcucci)

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

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

### ORDINANCES

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

Ordinance O-03-2009 was presented for passage.

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

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

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

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

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

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

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

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

Discussion ensued.

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

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

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

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

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

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

Discussion ensued.

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

Discussion ensued.

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

Alderman Morley asked City Manager Borchert to clarify the height.

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

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

Alderman Rose asked if this amendment affects the developer.

Discussion ensued regarding the amendment to the main motion.

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

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

Roll call vote as follows:

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

Nays: Regan, Nybo

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

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

City Attorney Kubiesa replied that it will be monthly.

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

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

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

Alderman Gutenkauf asked when construction will begin.

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

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

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

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

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

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

City Attorney Kubiesa replied that we cannot.

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

Discussion ensued.

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

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

Roll call vote as follows:

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

Nays: Szczepaniak

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

#### OTHER BUSINESS

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

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

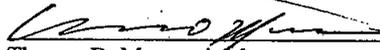
City of Elmhurst and Villages of Oak Brook and Villa Park have presented a letter to run a model from the last storm. This is an ongoing issue and yet to be resolved. The Mayor stated he would remain involved after his term.

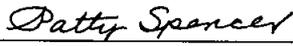
**ANNOUNCEMENTS**

10. None.

**ADJOURNMENT**

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

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

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

O-03-2009

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**AN ORDINANCE APPROVING A REAL ESTATE  
PURCHASE AND SALE AGREEMENT AND A TERM  
SHEET FOR THE ACQUISITION AND REDEVELOPMENT  
OF REAL ESTATE WITHIN THE DOWNTOWN TIF DISTRICT  
(HURLEY, THORNE AND ATHAR PARCELS)**

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 acquire, dispose of or lend for real estate in the manner and at such price it determines to be reasonably necessary to achieve the objectives of the Redevelopment Plan and Project; and

WHEREAS, the Thorne, Athar and Hurley parcels as described in the Purchase and Sale Agreement and Term Sheet attached hereto respectively as Exhibits "A" and "B", are located within the Tax Increment Redevelopment Project Area (the "Downtown TIF District");

WHEREAS, the City has determined it is reasonably necessary to achieve the objectives of the Redevelopment Plan and Project that it acquire the Hurley parcel, and agree to terms of a development agreement that will commit the City to lend upon it and acquire the Athar and Thorne parcels all within the City's Downtown TIF District; and

WHEREAS, the Purchase and Sale Agreement and Term Sheet are made and agreed to by the City pursuant to the authority granted by, and in full compliance with the requirements of the Tax Increment Allocation Redevelopment Act, and to that extent is an exception to all other rules, ordinances and statutes regarding the City's acquisition, conveyance or lending on account of real estate within the Downtown TIF District.

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

SECTION 1. The Purchase and Sale Agreement and Term Sheet by and between the City of Elmhurst and the respective parties dated this date and as attached hereto as Exhibits A and B, are approved.

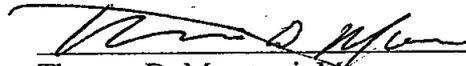
SECTION 2. The Mayor is hereby authorized and directed to sign the Purchase and Sale Agreement and the Term Sheet, each in a form substantially as attached hereto and approved by the City Attorney.

SECTION 3. The Mayor and the City Clerk are hereby authorized to execute and attest such other documents as may be necessary to fulfill the City's obligations under the Purchase and Sale Agreement and Term Sheet.

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

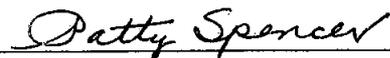
SECTION 5. This ordinance shall be in full force and effect from and after passage and publication according to law.

Approved this 2<sup>nd</sup> day of February, 2009.

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

Passed this 2<sup>nd</sup> day of February, 2009.

Ayes: 11 Nays: 1

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

## COUNCIL ACTION SUMMARY

**SUBJECT:** Ordinance O-03-2009 Approving a Real Estate Purchase and Sale Agreement and a Term Sheet for the acquisition and redevelopment of real estate within the Downtown TIF District (Hurley, Thorne and Athar Parcels)

**ORIGINATOR:** City Attorney

**DESCRIPTION OF SUBJECT MATTER:** This Ordinance approves the Purchase and Sale Agreement for the Hurley property and the Term Sheet with the Developer (DevCom/Hiffman), which commits the City to the purchase of the Hurley property and to negotiate a Redevelopment Agreement with the Developer, lend the purchase price of the Thorne and Athar properties and then later purchase those properties from Developer when a mixed use, retail and parking structure can be constructed on those parcels.

## PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT ("Agreement") is made as of the 2<sup>nd</sup> day of February, 2009 by and between Daniel B. Hiffman, ("Seller") and the City of Elmhurst, an Illinois Municipal Corporation, ("Buyer").

### WITNESSETH

NOW, THEREFORE, in consideration of the premises and the mutual agreement of the parties set forth below, the parties agree as follows:

1. Property. Seller agrees to sell and Buyer agrees to buy the real estate legally described on Exhibit "A" hereto, comprising approximately six (6) lots situated north of First Street and west of Larch Avenue in Elmhurst, Illinois, on an "As Is" basis, together with (i) all appurtenances belonging to the real estate; and (ii) all right, title and interest of the Seller to any streets, alleys, passages and other rights-of-way included in or adjacent to the described real estate. All of the foregoing hereinafter collectively called the "Property".
2. Purchase Price. The total purchase price ("Purchase Price") for the Property is One Million Eight Hundred Fifty Thousand Dollars (\$1,850,000). Buyer agrees to pay the Purchase Price, plus or minus prorations and adjustments hereinafter set forth at closing.
3. Deed. Seller shall convey title or cause title to be conveyed to the Property to Buyer by General Stamped Warranty Deed, free and clear of all liens and encumbrances whatsoever, except "Permitted Exceptions" (defined below), and any "Additional Defects" (defined below) approved by Buyer.
4. Title Commitment. At the time of execution of this Agreement, Seller shall furnish to Buyer, a current commitment for title insurance, ("Commitment"), in the amount of \$1,850,000.00 issued by Chicago Title Insurance Company ("Title Company"), covering the Property and showing title in fee simple in Owner subject only to Permitted Exceptions (or matters to which the title company will insure over) and liens or encumbrances of a definite and ascertainable amount ("Removable Exceptions"), which Removable Exceptions to title shall be removed at the Closing. If the Commitment or the survey to be provided pursuant to Paragraph 7 hereof indicates that title to all or any part of the Property is subject to defects other than the Permitted Exceptions, then Seller shall have a reasonable period of time, (the "Cure Period"), not to exceed forty-five (45) days after delivery to Buyer of the Commitment date down, or the survey, as the case may be, during which to remedy, in a manner reasonably satisfactory to Buyer, or remove such defect(s). In such event the Closing Date shall be extended for a period of forty-five (45) days to allow Seller to attempt to remedy the defects. Seller shall deliver to Buyer, not later than five (5) days following the expiration of the Cure Period, a further date down of the Commitment to verify the removal of such defects. If Seller is unable or, with respect to matters not resulting from its acts or omissions, unwilling to remove such defects or remedy the same in a manner reasonably satisfactory to Buyer within the Cure Period, Buyer may declare this Agreement null and void. The Commitment shall be conclusive evidence of good title as to all matters insured by the policy, subject to the Permitted Exceptions as therein stated. The Commitment fee,

**Exhibit A to  
Ordinance No. O-03-2009**

owner's policy, up to amount of Purchase Price, title examination fee, and recording fees for any mortgage release deeds shall be paid by Seller. All loan policy premiums, excess owner's policy premiums beyond the Purchase Price, later date charges, and recording fees for the deed of conveyance and any documents required for Buyer's mortgage, if any, shall be paid by Buyer.

5. Survey. Seller shall deliver to Buyer at closing, the Richard Field 1983 Plat of Survey of the Property, (i) showing the boundaries of the Land and Property and the location of any easements or encroachments affecting the Property and the Land, and (ii) containing the legal description of the land.

6. Conditions to Closing. The following shall be conditions to Buyer's obligations to close this transaction and accept title to the Property:

- (a) The Title Company shall be prepared at closing to issue its Fee Owner's Policy of Title Insurance (the "Title Policy") in the name of Buyer as Owner, in the full amount of the Purchase Price and in conformity with the requirements referenced in Paragraph 5 of this Agreement; and
- (b) All representations of Seller contained in this Agreement shall be true and correct as of the date of Closing; and
- (c) That all other conditions contained herein to Buyer's obligation to purchase the Property shall have been satisfied or waived by Buyer.

7. Prorations. All general real estate taxes with respect to the Property which are not yet due and payable, and any other proratable items shall be prorated between the parties as of the date of Closing.

8. Expenses. The Title Company shall charge Seller with and pay out of the Purchase Price (i) payment of and/or prorations of general real estate taxes; (ii) the cost of title examination and the premium for the Title Policy title including those endorsements and coverages required hereunder, (iii) all amounts necessary to pay in full and obtain releases of all liens and encumbrances affecting the Property which secure or evidence government charges or obligations to pay money; and (iv) in the event that an escrow is required for closing, Buyer and Seller agree to each pay one-half of any escrow fee.

9. Rights to Owner's Escrow at Closing. At Closing, Seller shall assign its rights to Buyer under the Owners Escrow of the January 19, 2009 Option/Purchase Agreement by and between The Lincoln Group, LLC as Owner and Daniel B. Hiffman as Buyer thereunder, (the "Option Agreement").

10. Closing. Provided this Agreement has not been terminated in accordance with its terms, the consummation of the transaction contemplated herein ("Closing") shall occur at the time the transaction contemplated in the Option Agreement is closed, but no later than April 20, 2009.

11. Closing Deliveries. At or before the Closing, the parties shall execute and deliver to the Title Company the documents as follows:

**Exhibit A to  
Ordinance No. O-03-2009**

- (a) Seller shall execute or cause to be executed and deliver:
- (i) General Warranty Deed conveying to Buyer fee simple title to the Property, subject only to those exceptions in accordance with Paragraph 4 above;
  - (ii) An Affidavit of Title covering the Property, in customary form;
  - (iii) Any documentation required to satisfy State or Federal income tax disclosure requirements including, but not limited to, the Foreign Investment in Real Property Tax Act of 1980, and Section 1445 of the Internal Revenue Code of 1986;
  - (iv) Any documentation required to satisfy State or Federal Responsible Property Transfer Act disclosure requirements.
  - (v) An ALTA statement, together with such contractor's affidavits, lien waivers, undertakings and indemnities as the Title Company may require to issue the Title Policy without exception for unfiled mechanic's liens; and
  - (vi) Such other documents, instruments, certifications and confirmations as may be reasonably required and designated by Buyer to fully effect and consummate the transaction contemplated hereby.
- (b) Buyer shall execute and deliver:
- (i) An ALTA statement;
  - (ii) The Purchase Price as provided in Paragraph 2; and
  - (iii) Such other documents, instruments, certifications and confirmations as may be reasonably required and designated by Seller to fully effect and consummate the transactions contemplated hereby.
- (c) Seller and Buyer shall jointly execute the State of Illinois, DuPage County and any applicable City transfer/transaction tax declaration(s), the costs of which shall be paid by Seller and Buyer pursuant to applicable laws, statutes or municipal ordinances, except the Buyer agrees to pay and/or waive any such City transfer tax, and shall jointly execute and deliver to each other an agreed upon proration statement.
- (d) All Closing documents to be furnished by Seller or Buyer pursuant hereto shall be in form, execution and substance reasonably satisfactory to both Buyer and Seller.
- (e) All documents or other deliveries required to be made by Buyer or Seller at Closing, and all transactions required to be consummated concurrently with Closing shall be

**Exhibit A to  
Ordinance No. O-03-2009**

deemed to have been delivered and to have been consummated simultaneously with all other transactions and all other deliveries, and no delivery shall be deemed to have been made and no transactions shall be deemed to have been consummated until all deliveries required by Buyer and Seller shall have been made, and all concurrent and other transactions have been consummated.

12. Representations of Seller. In addition to any representations contained elsewhere in this Agreement, Seller represents that:

- (a) all appropriate authorizations to permit the execution of this Agreement, to perform all of Seller's obligations hereunder, to complete all of the transactions contemplated hereby and to execute all instruments necessary or desirable therefore, have been duly obtained;
- (b) to the best knowledge of Seller after due inquiry, no part of the Property contains an underground storage tank or is otherwise subject to the requirements of the Illinois Responsible Property Transfer Act; and
- (c) to the best knowledge of Seller after due inquiry, any documents required to be produced by Seller (i) are true, accurate and complete, (ii) fairly present the information which they purport to present in a manner which is not misleading in any way, and (iii) do not fail to present any information which would be necessary in order to prevent the information contained therein from being misleading.
- (d) Seller will do what is reasonably necessary to consummate its transaction with The Lincoln Group, LLC as set out in the Option/Purchase Agreement dated January 19, 2009, on or before March 15, 2009 in order to deliver title to the Property to Buyer in accordance with this Agreement.

13. Simultaneous Closing. It is the intention of the parties in this Agreement that the Buyer take title to the Property simultaneously with the Seller taking title pursuant to the Option Agreement. Therefore, this Agreement allows no right or remedy to Buyer that does not exist for the Seller as purchaser under the Option Agreement. If that Option Agreement does not close, the Buyer under this Agreement shall have no right to claim damages or a right to specific performance hereunder.

14. Notices. Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant thereto shall be in writing and shall be delivered effectively upon transmission by facsimile or electronic transmission to either party's attorney as follows:

If to Buyer: Ken Kubiesa, Esq.  
Kubiesa, Spiroff, Gosselar, Acker & DeBlasio, P.C.  
Facsimile: (630) 516-1808  
Email: kubiesa@ksgalaw.com

**Exhibit A to  
Ordinance No. O-03-2009**

If to Seller:

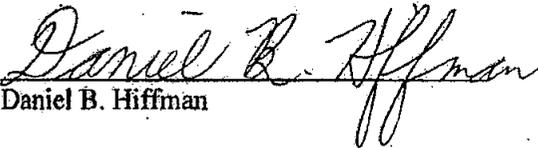
Michael P. Bradt, Esq.  
Morrissey & Robinson  
Facsimile: (630) 424-8890  
Email: mbradt@mr-legal.com

15. Brokers. Seller and Buyer each represents to the other that it has not engaged, utilized, or dealt with any broker or finder in connection with this Agreement or the transactions contemplated hereby. Buyer and Seller hereby indemnify and hold the other party harmless from and against all loss, liability, damages or claims which such other party may suffer or incur as a result of the incorrectness of the foregoing representation.

16. Successors and Assigns. The provisions of this Agreement shall survive the Closing and be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, as the case may be.

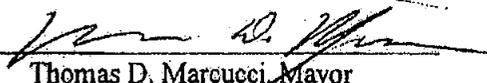
IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date set forth above.

SELLER:

  
Daniel B. Hiffman

BUYER:

City of Elmhurst

By:   
Thomas D. Marcucci, Mayor

**EXHIBIT A**  
**to Purchase and Sale Agreement**  
**(HURLEY PARCEL)**

LOTS 4, 5, 6, 7, 8 AND 9 IN OWNER'S RESUBDIVISION OF LOTS 1 TO 15, INCLUSIVE, IN STRUCKMANN'S RESUBDIVISION OF LOTS 19 TO 38 IN BLOCK 2 OF THE ORIGINAL TOWN OF ELMHURST, IN THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID OWNER'S RESUBDIVISION RECORDED JANUARY 3, 1927 AS DOCUMENT 227384, IN DUPAGE COUNTY, ILLINOIS.

**DEVELOPMENT LOAN  
COMMITMENT AND TERM SHEET  
(Addison Street/DevCom Redevelopment)**

WHEREAS, DevCom Realty Investments, NAI Hiffman and Arco Murray National Construction Company ("Arco") as principals (collectively the "Developer") intend to develop a retail and parking structure ("Project") on property commonly known as 135 N. Addison Street ("Thorne Property"), 149 N. Addison Street ("Athar Property"), and six (6) feet of right-of-way of Addison Street adjacent to the aforesaid parcels ("ROW Property") (collectively the "Property") all within the Downtown TIF District of the City of Elmhurst; and

WHEREAS, the City and Developer intend to enter into a Development Agreement for the Project which will include a public parking deck to be owned and operated by the City and retail premises on Addison Street to be owned by Developer; and

WHEREAS, the terms for financing and construction of the Project will be provided in the Development Agreement, which will include certain substantial and material terms and conditions as follows;

NOW, THEREFORE, the City and Developer agree that the Developer will acquire the Property and construct the Project thereon and the City will finance that acquisition and construction of the Project upon terms and conditions included in a Development Agreement as follows:

1. Developer has entered into a purchase contract for the Thorne Property that is scheduled to close on or about February 15, 2009, but may be extended by the parties to a date no later than April 15, 2009. The purchase price is \$3,500,000.

2. The Developer or the City will close on the purchase of the Athar Property pursuant to a purchase contract calling for such closing on or before April 1, 2009, but not later than June 15, 2009 or as otherwise agreed by the parties. The purchase price is \$970,000.

3. At closing of the purchases of the Thorne Property and the Athar Property pursuant to the respective purchase contracts, the City will loan Developer the full purchase price for each. Repayment of the City loans by Developer will be pursuant to non-recourse notes payable to the City, secured by a mortgage. The notes shall provide that Developer make monthly payments of interest only to the City at a rate of 4.875% per annum, and all principal and any unpaid interest shall come due no later than September 30, 2012 or earlier at the time that construction of the Project begins.

4. Substantial completion of the Project shall be no later than two (2) years after construction begins.

5. The Development Agreement shall contain other provisions as follows:

(a) The terms of the notes, mortgages and any or other security required by the City.

(b) If after Developer acquires the Athar property and notifies the City that the current tenant of that property has vacated, the City will then purchase the Athar Property from Developer in consideration of forgiveness of the principal amount of Developer's note to the City. The City will construct a surface public parking lot thereon for public use until construction of the Project begins.

(c) The general contractor and/or construction manager for the Project will be the Developer pursuant to terms and conditions of a contract therefor with the City. The City and Developer each will review and approve plans for the Project. The City shall pay the actual cost of construction of the Project, and have reasonable access to the books and records of Developer during construction as they agree. Payments to Developer shall be made paid through an escrow and will include a reasonable fee or profit for Developer based upon reasonable, usual and customary pricing methodology. Overhead telephone and power lines in the alley east of the Property will be buried as part of construction of the Project.

(d) Upon substantial completion of the Project, the City shall convey the "cold dark shell" of the retail component of the Project to Developer for a price determined by this formula:

$$\text{Gross sq. ft. of retail component} \div \text{Gross sq. ft. of Project} \times \text{contract purchase price for the Property of } \$4,470,000$$

(e) If at the time of substantial completion of the Project the Developer has not obtained lease commitments for the retail space sufficient so that a commercial loan for the purchase price would be available, then the City will provide a mortgage loan to Developer upon terms that are commercially reasonable and agreed by the parties.

(f) The City will consider a conditional use for the height of the Project up to six (6) stories. An application for that conditional use will be processed by the City prior to issuance of a building permit.

DEV COM  
PAYS FOR  
RETAIL SPACE

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Tom M.

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(g) Uses in the retail component of the Project may be reasonably restricted by the City for a period of ten (10) years as provided in the Development Agreement.

(h) ~~Developer will continue to own the Property until the Project is substantially completed.~~ *BEQUA JM* 

(i) The Developer or any successor's ability to object to or contest the City's real estate taxes will be restricted for ten (10) years or until the end of the TIF, whichever is sooner.

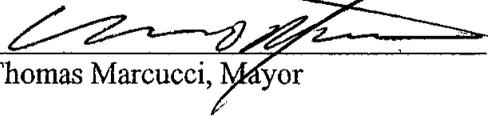
6. This loan commitment by the City for purchase price of the Property will expire ninety (90) days after the date hereof. The City and Developer will in good faith negotiate and cooperate so that the Development Agreement can be finalized prior to expiration.

7. The complete agreement of the parties concerning the Project will be finally set out in the Development Agreement, to be enforceable according to its terms.

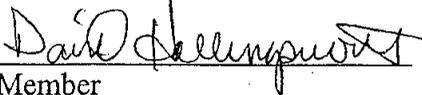
IN WITNESS WHEREOF, the parties have set their hands this 5th day of January, 2009.

CITY OF ELMHURST

DEVELOPER

  
Thomas Marcucci, Mayor

*Addison Corridor Development LLC*

By   
Member

O-06-2009

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

---

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

WHEREAS, in accordance with the Tax Increment Allocation Redevelopment Act the City of Elmhurst may lend money and acquire and dispose of real estate in the manner and at such price it determines to be reasonably necessary to achieve the objectives of the Redevelopment Plan and Project; and

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

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

WHEREAS, the Development Agreement is made and agreed by the City pursuant to the authority granted by, and in full compliance with the requirements of the Tax Increment Allocation Redevelopment Act and the Term Sheet therefore approved by the City's Ordinance No. O-03-2009, and to that extent is an exception to all other rules, ordinances and statutes regarding the City's acquisition, conveyance or lending concerning real estate within the Downtown TIF District.

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

SECTION 1. The Development Agreement by and between the City and the Developer dated this date and as attached hereto as Exhibit 1 is hereby approved.

SECTION 2. The Mayor is hereby authorized and directed to sign the Development Agreement in a form substantially as attached as Exhibit 1 and approved by the City Attorney.

SECTION 3. The Mayor and the City Clerk are hereby authorized to execute and attest such other documents as may be necessary to fulfill the City's obligations under the Development Agreement to purchase, sell and make a loan or loans to Developer, at such time and as provided in

Copies To All  
Elected Officials  
2-12-09

the Development Agreement.

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

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

Approved this 17<sup>th</sup> day of February, 2009.

  
Thomas D. Marcucci, Mayor

Passed this 17<sup>th</sup> day of February, 2009.

Ayes: 10 Nays: 4

  
Patty Spencer, City Clerk

## COUNCIL ACTION SUMMARY

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

**ORIGINATOR:** City Attorney

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

ORIGINAL #1  
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**DEVELOPMENT, LOAN AND LAND PURCHASE  
AND SALE AGREEMENT PERTAINING TO THE  
ADDISON CORRIDOR REDEVELOPMENT PROJECT IN THE  
DOWNTOWN REDEVELOPMENT PROJECT AREA  
OF THE CITY OF ELMHURST, ILLINOIS**

**Dated: February 17, 2009**

Prepared By:

Kenneth T. Kubiesa, Esq.  
Kubiesa, Spiroff, Gosselar, Acker & DeBlasio, P.C.  
105 South York Street, Suite 250  
Elmhurst, Illinois 60126

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**LIST OF EXHIBITS**

EXHIBIT A	Legal Description of Developer's Real Estate (including Thorne Parcel and Athar Parcel) .....	Attached
EXHIBIT B	Plan for Retail Premises of the Project .....	Attached
EXHIBIT C	Milestone Schedule for the Project .....	Attached
EXHIBIT D	Term Sheet dated February 5, 2009 .....	Attached
EXHIBIT E	Description of improvements to the Cold Dark Shell in the Retail Premises which are Developer's costs, in the ARCO/Murray letter of December 15, 2008 .....	Attached

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

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

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

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

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

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

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

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

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

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

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

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

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

THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

## ARTICLE 1

### INCORPORATION OF PREAMBLES AND DEFINITIONS

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

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

- 1.2.6 Developer's Real Estate. Collectively, the Thorne Parcel and Athar Parcel within the Redevelopment Project Area and all easements and appurtenances belonging thereto upon which the Project will be constructed by the City, and a part of which the City will convey to Developer as the Retail Premises, all as legally described on Exhibit "A" hereto. The Retail Premises legal is not available, but the Retail Premises will generally be located in the Project as shown on Exhibit "B" hereto.
- 1.2.7 Escrow. Any escrow established with the Escrowee through which the transactions contemplated by this Agreement shall be completed, including closing and money lenders escrows and any other escrow as may be required by the City or by this Agreement. The escrow instructions for each shall be in the form customarily used by the Escrowee for the transaction involved, with such special provisions added thereto as may be required to conform to the City's requirements or the provisions of this Agreement. The cost of a money lender's escrow or escrow to hold a deed for security shall be paid equally by the City and Developer.
- 1.2.8 Escrowee. Chicago Title and Trust Company or other title company agreed by the City.
- 1.2.9 Hazardous Materials. Any substance, material, waste, gas or particulate matter which is regulated by any local, governmental authority, the State of Illinois, or the United States Government, including, but not limited to, any material or

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

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

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

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

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

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

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

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

## ARTICLE 2

### REPRESENTATIONS, INFORMATION AND MILESTONE SCHEDULE

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

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

or other lien or encumbrance that would make it unmarketable at the time of any Loan or conveyance to the City as required in this Agreement. In regard thereto, the Developer further represents and warrants that:

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

upon request of either party for substantial cause as determined by the City. The time for performance of all parties to this Agreement is of the essence, and absent amendment to the Milestone Schedule with approval of the City, the failure of either party to complete performance required by this Agreement by dates shown in the Milestone Schedule, shall be considered a breach of this Agreement and the other party shall be entitled to any remedy allowed by law or otherwise in this Agreement.

### ARTICLE 3

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

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

- 3.1.5 A warranty deed from Developer to the City, shall be deposited by Developer into escrow at the Title Company at the time of Closing and disbursement of Loan proceeds to Developer, as the City's principal security for this Loan. In accordance with the escrow instructions and this Agreement, that deed may be recorded upon default of the Developer of any of the terms, conditions or provisions of this Agreement or the Loan Documents as determined by the City in accordance with the escrow instructions and within its sole and absolute discretion.
- 3.2 **Deliveries by Developer.** The City shall have no obligation to make the Loan for the Thorne Parcel until all of the following conditions and deliveries for the benefit of and to the City have been satisfied by the Developer:
- 3.2.1 An escrow or escrows shall be established at the Title Company for deposit of Closing Documents, to hold the warranty deed required under Section 3.1.5 above, and to facilitate Closing.
- 3.2.2 The City has heretofore received and satisfied itself with any information it has received and requires as to the amount of the Loan for the Thorne Parcel equaling, at a minimum, the Developer's price of acquisition thereof.
- 3.2.3 Developer shall have delivered a Note evidencing the Loan executed by the Developer, acceptable to the parties, which Note shall be secured by this Agreement, a deed by Developer in escrow with the Title Company to convey the Parcel to the City upon default of Developer, and such other security or security interest as may reasonably be required by the City and included in the Loan Documents. The Loan Documents and Note shall be non-recourse to the

Developer, its managers, members and principals except as may be otherwise set out in this Agreement, the Loan Documents and the following:

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

- (g) revenues of the Parcel which are required for and not applied to payments due for the Loan or operating expenses of the Parcel (including, without limitation, any reserves or escrows required by the Loan Documents) thereby resulting in or contributing materially to a default under the Loan Documents; and
  - (h) the filing by Developer of a voluntary bankruptcy or insolvency proceeding or the filing against Developer of an involuntary bankruptcy or insolvency proceeding which is not dismissed within 90 days of filing; and
- 3.2.4 Developer acquiring the Thorne Parcel prior to disbursement of the Loan and at or before the date required by the Milestone Schedule; and
- 3.2.5 No default by Developer shall have occurred pursuant to this Agreement including the Milestone Schedule and no event of default on the part of the Developer shall exist with respect to and under the Loan Documents evidencing the Loan on the date of delivery thereof, provided that for purposes of this provision an event of default shall be deemed to have occurred if facts and conditions exist, which but for the passing of time or giving of notice, would constitute an event of default; and
- 3.2.6 Developer shall have executed and tendered to the City all Loan Documents in a form acceptable to the City; and
- 3.2.7 Except for any default occasioned by the City or anyone acting by or through the City, the condition of title of the Thorne Parcel shall be in accordance with the provisions of this Article.3 and shall be reflected in a standard Title Policy

in the amount of the Loan showing this Agreement or Memorandum thereof as a first lien on the Thorne Parcel as of disbursement of the Loan subject only to exceptions to title approved by the City at the time of the acquisition of the parcel by Developer, and including such special endorsements as the City may reasonably request in addition to those required by Section 1.2.21 hereinabove, and any other endorsements which may be reasonably required by the City upon a review of current title and survey evidence; and

- 3.2.8 Developer shall deliver to the City a Survey acceptable to the City; and
- 3.2.9 Developer shall deliver a Certificate that the warranties and representations, made in this Agreement and in the Loan Documents, are true and correct; and
- 3.2.10 There shall be no material litigation pending against the City that if adversely determined could reasonably be anticipated in the City's opinion to prevent the City from compliance with its obligations under the Loan and this Agreement; and
- 3.2.11 There shall be no material litigation pending against the Developer, any of its members, managers or principals that if adversely determined could reasonably be anticipated to prevent Developer from compliance with its obligations under the Loan; and
- 3.2.12 Neither the Parcel nor any part thereof to which the Loan relates, is subject to any existing or threatened condemnation or taken by eminent domain proceeding by any agency other than the City; and
- 3.2.13 All existing environmental reports and information concerning the Developer's Real Estate have been furnished to the City by the Developer.

3.3 **Loan Documents.** The Loan Documents shall include a Loan Agreement in accordance with the terms hereof, the Note, the Escrow Agreement for Deed, an Assignment of Rents and Leases, and a Security Agreement granting to the City a security interest in personal property owned, located upon and used by Developer in connection with operation of the parcel all in form and substance approved by the parties at the time of funding the Loan and, including, inter alia, requirements for:

- 3.3.1 Delivery by any tenant of a standard form of Non-Disturbance and Attornment Agreement required by such tenant's lease; and
- 3.3.2 Liability insurance with limits as provided in any tenants' leases and fire and extended coverage insurance in the amount of the full replacement cost of the improvements (excluding therefrom fire and extended coverage insurance carried by a major tenant and requiring repair or restoration of the building occupied by the tenant, provided that the City is an additional insured and loss payee with respect to any such coverage and such policies otherwise comply with the requirements hereof), reflecting the City as its interest may appear as to the former and the customary loss payee endorsement to the City as mortgagee as to the latter, in both cases non-cancelable except after 30 days prior written notice to the City; the Loan Documents shall provide that Developer shall apply proceeds to principal or the Loan. In the event that any insurer cancels insurance the City may obtain such insurance at the cost of the Developer and the cost shall be added to the outstanding balance of the Loan; and

- 3.3.3 An opinion of the Developer's counsel in its customary form opining as to the enforceability of this Agreement, Escrow Agreement for Deed, Note, Security Agreements and other Loan Documents; and
- 3.3.4 Providing that no payment default shall be deemed to have occurred unless not cured within 10 days after the occurrence thereof, or if not a monetary default then within such additional time after notice thereof from the City to the Developer as Developer shall in good faith, and with due diligence, be attempting to cure the same, but not more than 90 days provided that the insolvency of the Developer or its inability to pay its bills as they become due shall be deemed an automatic event of default; and
- 3.3.5 Providing for a late charge respecting any late payment in an amount of five (5%) percent for each month or part thereof that the payment is in arrears; and
- 3.3.6 Providing the Developer the opportunity to cure disputed liens for a reasonable period of time so long as no forfeiture of the City's assets may ensue thereby, and provided that title insurance over any such claim and/or a deposit of collateral reasonably acceptable to the City shall be required as a pre-condition of such contest. The Loan Documents shall also include such other documents as would customarily be required of a borrower by an institutional lender in a loan transaction similar to this transaction, including but not limited to, the following:
- (a) Collateral assignment of the beneficial interest if necessary;
  - (b) an environmental indemnity from the Developer in accordance with the Section 3.3.8 hereinbelow, in a form acceptable to the City;

- (c) a collateral assignment of service contracts, licenses and permits and a collateral assignment of the management agreement in effect with respect to the building. The management of the building at all times be subject to the City's reasonable approval (and City hereby approves Developer as manager), and upon foreclosure the City shall have the right to terminate the management agreement and obtain new management.
- 3.3.7 UCC, tax lien and judgment searches of Developer, its managers, members and principals; and
- 3.3.8 An environmental indemnity by Developer to City concerning violation of applicable environmental laws, or existence of Hazardous Materials caused by Developer during its ownership of the Thorne Parcel, provided that with this indemnity shall relate to the period only from and after Closing and as to the intentional, willful or negligent acts of Developer.
- 3.3.9 Such other reasonable requirements consistent with the provisions hereof which are customarily provided as a part of such transactions.
- 3.4 **Disbursement of Loan.** The date of Disbursement of the Loan for the Thorne Parcel shall be at the time of Closing as provided in the Milestone Schedule provided further that such date shall be no earlier than the date all requirements set forth in Section 3.2 hereinabove shall have been met.
- 3.5 **Waiver of Transfer Fee on Loan Transaction.** The City shall waive any City imposed real estate transfer fee attributable to the Loan transaction.

- 3.6 **Non-Acceptance of Loan.** Notwithstanding anything to the contrary herein, or in the Loan Documents, the Developer may, at any time prior to the date of disbursement of the Loan, determine by written notice to the City not to accept the Loan and finance its acquisition of the parcel from another source or sources, but in that event the other obligations of the Developer under this Agreement shall continue and shall not terminate.
- 3.7 **Assignment of Loan Contract.** The commitment of the City to make the Loan for the Thorne Parcel is personal to Developer and may not be transferred or assigned by Developer.

#### ARTICLE 4

##### ASSIGNMENT OF ATHAR PARCEL PURCHASE CONTRACT

- 4.1 **Assignment of Purchase Agreement.** In exchange for the City's promises in this Agreement, the Developer agrees to sell, assign and set over to the City any and all of Developer's interest in and to the Athar Parcel by way of its Purchase Agreement therefore dated February 11, 2009 ("Athar Purchase Contract") between Developer and Peter Cotsirilos and the estate of George P. Cotsirilos as seller of the Parcel.
- 4.2 **City's Acceptance of Assignment.** By approval and execution of this Agreement the City accepts assignment of the Athar Purchase Contract, and agrees to undertake the purchaser's obligations therein and to purchase of the Parcel as required by that Contract and this Agreement.

#### ARTICLE 5

##### CITY'S LOAN TO DEVELOPER FOR ACQUISITION OF THE RETAIL PREMISES

- 5.1 **Loan to Developer after Substantial Completion of Project.** The Developer may borrow the purchase price of the Retail Premises from the City at the time Developer purchases the

Retail Premises from the City as required by the Milestone Schedule, and upon terms as set out in this Agreement and in the Loan Documents for that transaction.

5.2 **Conditions for Loan to Developer for Retail Premises.** The City shall have no obligation to make such loan to Developer for the Retail Premises until the conditions and deliveries required in the Milestone Schedule and hereinafter are met, to wit:

5.2.1 There is no default by Developer in any terms or conditions of this Agreement or the Milestone Schedule.

5.2.2 The Developer is unable to secure tenant leases for the Retail Premises to an extent necessary that would allow it to borrow funds necessary for this purchase of the Retail Premises from the City upon commercially reasonable terms and at a price as determined by the formula in the Term Sheet.

5.2.3 The Developer delivers Loan Documents as required by the City.

5.2.4 Any other commercially reasonable requirements determined by the City.

## ARTICLE 6

### THE CITY'S PURCHASE OF THE THORNE PARCEL

6.1 **City's Purchase of Thorne Parcel.** The City shall purchase the Thorne Parcel from the Developer, subject to the terms and conditions of this Agreement, including the Milestone Schedule. At the City's purchase Closing, Developer shall convey fee simple title to the City or its assignee or designee by good, sufficient and recordable warranty deed subject only to the Permitted Exceptions.

6.2 **Forgiveness of Loan as Consideration.** The consideration paid by the City to Developer for its conveyance of the Thorne Parcel to the City shall be forgiveness of the Loan, plus or minus prorations and other proper charges.

- 6.3 **Survey.** There shall be no obligation of Developer to provide a Survey at Closing of the conveyance of the Thorne Parcel to the City, but shall provide an affidavit of "no new improvements" to the Title Company.
- 6.4 **Title Commitment.** No later than thirty (30) days prior to Closing, City shall order the Title Commitment, at City's sole cost and expense. The parties shall promptly thereafter attempt to agree upon exceptions to title (other than those approved by the parties referred to herein as "Permitted Exceptions"). If any exception is unacceptable to the City, Developer shall have 10 days from the date of objection to have such exceptions removed from the Title Commitment, and if Developer fails to have all such exceptions removed, City may elect, on or before 10 days thereafter accept title subject only to those such unpermitted exceptions as the Title Company has not removed upon payment of Developer or to deduct from the purchase price the cost of the premiums and security necessary for an endorsement insuring the City's marketable title with said exceptions. In addition, the City may pursue such other rights or remedies it may have hereunder, at law or in equity. At the Closing, Developer shall cause the Title Insurer to issue an owner's title insurance policy (herein a "Title Policy") to the City in the full amount of the purchase price, at City's expense, insuring marketable title to the Thorne Parcel in the City, subject only to the Permitted Title Exceptions and such other exceptions as provided hereinabove or to which the City agrees.
- 6.5 **Possession.** Sole and exclusive possession of Thorne Parcel shall be delivered to City at the Closing.
- 6.6 **Prorations.** The parties shall not prorate any items of income, but shall prorate real estate taxes.

- 6.7 **Waiver of Transfer Taxes.** The City's transfer taxes, if any, for this Closing shall be waived. All deed and money escrow fees shall be paid equally by the parties, but all title insurance premiums and charges for the issuance of the Title Policy shall be paid to the City.
- 6.8 **Developer's Maintenance of Property.** Developer shall, until Closing, at Developer's sole cost and expense, maintain the Parcel free from waste and neglect and shall keep and perform or cause to be performed all obligations of the Developer or its agents under applicable federal, state, county and municipal laws, ordinances, regulations, orders and directives.
- 6.9 **Developer's Possession of Thorne Parcel.** From its date of purchase on or about February 18, 2009 to this Closing, Developer shall not do, suffer or permit, or agree to do, any of the following:
- 6.9.1 Except as may be required in this Agreement, enter into any transaction in respect to or affecting the Thorne Parcel out of the ordinary course of business or affecting the Milestone Schedule; or
- 6.9.2 Sell, encumber or grant any interest in the Thorne Parcel or any part thereof in any form or manner whatsoever, or otherwise perform or permit any act which will diminish or otherwise affect City's interest under this Agreement or in or to the Parcel or which will prevent Developer's full performance of its obligations hereunder and according to the Milestone Schedule.
- 6.10 **City's Inspection.** Developer shall at all times after its purchase and upon reasonable prior notice, permit representatives, agents, employees, lenders, contractors, appraisers, architects and engineers designated by City access to, and entry upon, the Thorne Parcel to examine,

inspect, measure and test it for the purposes set forth herein and for all other reasonable purposes.

6.11 **Deliveries by Developer.** Developer shall deliver to the City at the time of the Title Commitment true, correct and complete copies of the following:

6.11.1 All documents evidencing the title exceptions referenced or to be referenced on the Title Commitment; and

6.11.2 All essential data, correspondence, documents, agreements, waivers, notices, applications and other records in respect to the Thorne Parcel and relating to transactions with taxing authorities, governmental agencies, utilities, vendors, tenants and others.

6.12 **Developer's Representations and Warranties.** To induce City to execute, deliver and perform this Agreement and this Article 6 and without regard to any independent investigations made by City, Developer hereby represents and warrants to City on and as of Closing for the Thorne Parcel, as follows:

6.12.1 Except for Developer, there will be no Persons, as of the Closing date, in possession or occupancy of the Thorne Parcel or any part thereof, nor are there any Persons who have at that time any possessory rights in respect to the Parcel or any part thereof;

6.12.2 As of Closing, there are no claims, causes of action or other litigation or proceedings pending or, to the best of Developer's knowledge, threatened, in respect to occupancy of any premises on the Parcel; and

- 6.12.3 To the best of Developer's knowledge, there are no violations of any health, safety, pollution, environmental, zoning or other Legal Requirements with respect to the Parcel, which have not been heretofore entirely corrected;
- 6.12.4 There are not currently, nor shall there be prior to Closing, any general or special real estate or other ad valorem taxes or assessments or any other state or city taxes, fees, charges or assessments assessed against the Parcel; and
- 6.12.5 There are no facts or circumstances not disclosed to the City of which Developer has knowledge and which have or could have a material adverse effect upon this Parcel and the Developer's Real Estate.
- 6.13 **Additional Developer's Warranties.** Developer represents and warrants that to the best of its knowledge: (i) neither the Thorne Parcel nor any part thereof is in breach of any applicable environmental laws, and (ii) the Thorne Parcel is free of any Hazardous Materials that would trigger a response or remedial action under any environmental laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner inaccurate or any such warranty is in any manner breached, and if such breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any environmental laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Developer shall promptly take any and all remedial and removal action as required to clean up the Thorne Parcel, mitigate exposure to liability arising from, and keep that Parcel free of any lien imposed pursuant to, any environmental law as a result of such breach.

6.14 **Developer's Indemnification.** Additionally, but not in lieu of Developer's affirmative undertakings set forth in Section 6.13 hereinabove, Developer, its members, manages and principals agree to indemnify, defend and hold harmless the City and its grantees from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the City and its grantees, as of a result of (a) any breach or any matter, condition or state of fact involving any applicable environmental law or Hazardous Material on or under the Thorne Parcel, which existed or arose because of an intentional, willful or negligent act of Developer, from the time of Developer's purchase of that Parcel to Closing with the City, regardless of whether or not Developer had knowledge of same as of Closing with the City.

6.15 **Closing Conditions.** The obligation to Close the transaction contemplated hereby is subject to all obligations of Developer required to be performed on or before Closing, having been timely and duly performed. If any condition precedent to Closing by Developer as set forth herein has not been fulfilled and satisfied by Developer on or before Closing, the City may, by notice to the Developer given in accordance with and subject to, any cure periods provided herein, elect at any time thereafter to terminate this Article 5 alone or this Agreement as a whole provided that the City is not itself in default, and if such termination is due to Developer's fault occurring on or after the date hereof. As one of the City's remedies available at law or under this Agreement for Developer's failure to

Close, the City may proceed to collect all reasonable costs, expenses, attorney's fees and other expenditures resulting from said default of Developer.

- 6.16 **Closing.** The Closing for the Thorne Parcel shall be at the offices of the Escrowee or the City's attorney, as the parties agree, and shall be on the date as called for in the Milestone Schedule, or such other date as agreed by the parties.
- 6.17 **Closing Documents.** At the Closing, Developer shall deliver to the Escrowee or the City in exchange for the payment to Developer of the purchase price plus or minus prorations, the following closing documents:
- 6.17.1 Developer's warranty deed conveying to the City or its nominee fee simple title to the parcel conveyed, subject only to the Permitted Title Exceptions and any other exceptions approved by the City;
  - 6.17.2 Developer's certificate dated as of Closing confirming that the representations and warranties set forth in Article 5 are true and correct on and as of Closing;
  - 6.17.3 An ALTA statement; and
  - 6.17.4 Such other documents, instruments, certifications and confirmations as may be reasonably required and designated by the City to fully effect and consummate the transactions contemplated hereby; and
  - 6.17.5 A release of the Note and release of any other security for the Loan.
- 6.18 **Transfer Tax Declaration.** The parties shall jointly execute State of Illinois and DuPage County and City of Elmhurst transfer tax declaration, if necessary.
- 6.19 **Concurrent Delivery at Closing.** All documents or other deliveries required to be made by either party at Closing, and all transactions required to be consummated concurrently with Closing shall be deemed to have been delivered and to have been consummated

simultaneously with all other transactions and all other deliveries, and no delivery shall be deemed to have been made and no transactions shall be deemed to have been consummated until all deliveries required by Developer and the City shall have been made, and all concurrent and other transactions shall have been consummated.

## ARTICLE 7

### CITY'S SALE OF RETAIL PREMISES TO DEVELOPER

- 7.1 **Agreement to Sell Retail Premises.** The Developer agrees to purchase and the City agrees to convey the Retail Premises as a Cold Dark Shell and after the City has subdivided the Developer's Real Estate so as to create a lot of record therefore at or about the time of completion of the Project and as required by the Milestone Schedule. The City shall cause the Retail Premises to become a legally conforming lot of record within 75 days prior to Closing of the sale of the Retail Premises to Developer by the City. The City shall provide, at no cost to Developer or its tenants, such easements in the Project as necessary for the development, maintenance and continued retail operation of the Retail Premises.
- 7.2 **Improvement as Shopping Center.** Developer, at its cost for those improvements as set out in Exhibit "E", shall improve the Retail Premises as a retail shopping center, consisting only of businesses generating sales tax revenue. Except as may be allowed by the City Manager for good cause shown and the City Manager's sole discretion, for a period of 10 years after Closing of the sale of the Retail Premises to Developer, at least seventy five (75%) of the leased space therein shall be used by retail tenants who state sales tax revenue therefrom and which is included in the Net State Sales Tax Incremental Revenue distributed to the City by the State of Illinois. The plan for the Retail Premises shall be approved by the City Manager if it is in accordance with this Agreement, in accordance

with all Legal Requirements, and such approval shall not be unreasonably withheld. It is understood that the public parking spaces in the Project shall satisfy all parking required for the Retail Premises imposed by Legal Requirements.

7.3 **Additional Plans.** Within 90 days after Closing and prior to the issuance of a building permit, the Developer shall furnish to the City complete architectural plans for the required construction of the Retail Premises.

7.4 **Zoning.** Developer agrees to apply to the City for classification under the Zoning Ordinance to allow retail use of the Retail Premises if required by the Legal Requirements. If the plan for construction of improvements of the Retail Premises requires variances, code amendments, text changes in the codes, ordinances or regulations of the City, or other changes, the Developer agrees that it will take appropriate action and make the appropriate application as may be necessary to allow the construction of said improvements in accordance with the plan for retail use as approved by the City.

7.5 **Price and Terms.** City agrees to sell the Retail Premises to Developer at the price determined by the formula set out in the Term Sheet, and upon terms as otherwise set forth in this Agreement. The City shall provide a loan to Developer for the purchase price of the Retail Premises to be repaid by Developer within 5 years, upon terms and conditions as set out in paragraph 5(e) of the Term Sheet and Loan Documents for that transaction at the time of this Closing. The City will convey title to the Retail Premises to the Developer as a lot of record by a recordable warranty deed, and a proper bill of sale and grant any required easements, subject only to standard title objections which Developer has reviewed and approved, all of which shall not interfere with the use or improvement of the Retail Premises as required in this Agreement.

- 7.6 **No Transfer by Developer.** Developer shall not convey any interest in the Retail Premises nor transfer any interest therein, except for financing purposes, to any other Person prior to the opening for business by the last tenant to initially occupy the Retail Premises after conveyance to Developer. The City Manager, in his sole discretion and for good cause shown by Developer, may allow such conveyance or transfer by Developer as may be prohibited by this Agreement.

## ARTICLE 8

### DEVELOPER TO CONSTRUCT THE PROJECT

- 8.1 **Developer Including ARCO Murray as General Contractor.** The City shall utilize the services of Developer (who shall involve ARCO Murray National Construction Company), as general contractor or construction manager of the Project, pursuant to a contract for those services to be entered into by the City and Developer within 30 days after Closing on the Thorne Parcel sale to the City.

## ARTICLE 9

### INDEMNITY AND SECURITY

- 9.1 **Developer's Indemnity.** Developer agrees to indemnify, defend and hold harmless the City, its Mayor, Aldermen, employees, agents, representatives and attorneys, in both their official and individual capacities, from and against all claims, causes of action and suits of every kind and nature, including liabilities, damages, costs, expenses and reasonable attorneys' fees by reason of
- 9.1.1 a failure by Developer to perform any obligation provided herein; and
  - 9.1.2 a contract, mechanic's lien or other claim by any third party, arising by reason of this Agreement or the Developer's performance hereunder; and

9.1.3 a claim for personal injury or property damage arising by reason of Developer's performance under this Agreement, other than a claim arising out of the City's own acts or those of anyone acting by, through or for the City or the negligence of any of the foregoing. In the event Developer does not defend and make timely payment of any such claim, the City shall have all remedies at law for enforcement hereof against Developer, including reasonable attorneys fees and costs of litigation, and may pursue any action against Developer all of which remedies may be exercised concurrently or consecutively, or in such other manner and sequence as may be determined by the City.

9.2 **Required Insurance.** The Developer shall purchase and maintain such insurance as will protect the Developer and City, as additional insured (except for claims against the City relating to its work on the Developer's Real Estate) from claims set forth below which may arise out of or result from the action or omissions of the Developer or of a contractor, consultant or affiliate of the Developer or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, to wit:

- 9.2.1 Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit laws which may be applicable;
- 9.2.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Developer's employees under any applicable employer's liability law;
- 9.2.3 Claims for damages because of bodily injury, sickness or disease, or death of persons other than the Developer's employees;

9.2.4 Claims for damages, other than work on the Developer's Real Estate, because of injury to or destruction of tangible property; and

9.2.5 Claims for damages for bodily injury or death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.

9.3 **Insurance Limits and Terms.** The insurance required as aforesaid shall be issued by a company with an Best's rating of no less than A:VII, and where applicable shall be written for no less than the following limits of liability:

Worker's compensation and Occupational Diseases	Statutory limits
Employer's Liability	\$500,000.00
Comprehensive General Liability Bodily Injury and Property Damage	\$2,000,000.00 combined single limit
Contractual Liability for Indemnification of Owner and Owner's Representatives	\$1,000,000.00 combined single limit
Comprehensive Automobile Liability (all types of vehicles)	\$500,000.00 combined single limit
Umbrella Liability	\$3,000,000.00 combined single limit

Certificates of insurance evidencing the required coverage as above for the Developer and any contractor, consultant or other contractor involved in operation or construction upon the Developer's Real Estate shall be delivered to the City at the time of the first Closing hereunder. The certificates required shall contain a provision that coverage will not be canceled or allowed to expire until at least (30) thirty days' prior written notice has been given to the City.

## ARTICLE 10

### CERTIFICATE OF COMPLETION

- 10.1 **City to Provide Certificate of Completion.** Promptly after completion of the Project in accordance with this Agreement, the City shall furnish the Developer with an appropriate instrument so certifying such completion. The certification by the City shall be conclusive determination of satisfaction and termination of the covenants in this Agreement with respect to the obligations of the Developer to convey the Developer's Real Estate and to construct the Project thereon as required by this Agreement.

## ARTICLE 11

### REAL ESTATE TAXES

- 11.1 **No Tax Objections.** The Developer, its successors or assigns agree not to protest or object to any real estate tax assessment on the Developer's Real Estate or the Retail Premises which, if allowed, would reduce the assessment below the current level as of the date of this Agreement or as to the Retail Premises, on the date of Substantial Completion thereof. Nothing herein shall require a tenant or future tenant of the Retail Premises to refrain from any tax protest or objection permitted by the terms of its lease with Developer.
- 11.2 **Payment of Real Estate Taxes by Developer.** The parties agree that the Developer's Real Estate shall be assessed for general real estate taxes in the manner provided by applicable Legal Requirements. The Developer shall pay all real estate taxes when due on the Developer's Real Estate or the Retail Premises while it owns those properties, and shall furnish the City, at its request, with evidence of the taxes paid and when paid.
- 11.3 **Enforceability of Covenant.** The obligation of Developer, its successors and assigns, under this Article 11 shall continue only during the life of the City's Downtown TIF

District. This covenant shall be binding and enforceable against any subsequent owners of the Developer's Real Estate. If the City claims that Developer has breached this covenant, may refuse to issue any occupancy permit or may seek an injunction against such changed use and if allowed by a Court may seek an award of costs and attorneys' fees should the court determine that Developer is in breach of this covenant.

## ARTICLE 12

### OCCURRENCES CONSTITUTING PERMITTED DELAYS

12.1 **Permitted Delays.** Performance by a party hereunder shall not be deemed to be in default where delays or defaults are due to the fault of the other party, war, unusual weather conditions, oncoming seasonal weather conditions which make it reasonable to delay development so as to assure no interruption in sequential development, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes or lack of transportation. An extension of time for any such cause shall be for the period of the delay, which period shall commence to run from the time of the commencement of the cause, provided that written notice by the party claiming such extension is sent to the other party not more than twenty (20) days after the commencement of the cause or not more than twenty (20) days after the party claiming such extension could have first reasonably recognized the commencement of the cause, whichever is later.

## ARTICLE 13

### REMEDIES

13.1 **Legal Action and Costs.** Any party to this Agreement may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other

remedy consistent with the purposes of this Agreement, at law or in equity. In the event any party shall institute legal action because of a breach of any provision or obligation contained in this Agreement, and a breach shall be established by a final judgment against a party after all appeals have been concluded, the prevailing party shall be entitled to recover all damages, costs and expenses, including reasonable attorneys' fees incurred therefor.

13.2 **Cumulative Remedies.** The rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other parties.

13.3 **Cure of Default.** The curative provisions of this Section do not apply to default debt service on the Loan or Loans. Subject to the extensions of time set forth in this Agreement, failure or delay by any party to perform any term or provision of this Agreement shall constitute a default under this Agreement. The party who so fails or delays must, upon receipt of written notice of the existence of such default, immediately commence to cure, correct or remedy with due diligence. The party claiming such default shall give written notice of the alleged default to the party alleged to be in default, specifying the default complained of by the injured party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Except as required to protect against further damages, and except as otherwise expressly provided in this Agreement, the injured party may not institute proceedings against the party in default until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, said thirty (30) day period shall be extended for such

time as is reasonably necessary for the curing of the same, so long as the defaulting party diligently proceeds therewith; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

- 13.4 **No Personal Liability.** Except as otherwise specifically provided in this Agreement, the Developer, its members, managers or principals generally shall have no personal liability for payment or performance under, or arising by virtue of this Agreement.

#### ARTICLE 14

##### GENERAL

- 14.1 **Memorandum of Development.** Immediately after the date hereof and at or before the first of the Closings contemplated hereby, this Agreement or a Memorandum hereof shall be recorded. The covenants and agreements of Developer set out herein shall run with the land and be binding on all successors or assigns of Developer as may be intended by the parties herein, and may be enforced by the City by appropriate action taken in the sole discretion of the City.
- 14.2 **Notices.** All notices and demands required hereunder shall be in writing and shall be deemed given when received upon electronic delivery as follows:

If to the City:

City of Elmhurst  
ATTN: Thomas Borchert, City Manager  
Fax: #630-530-3014  
E-mail: Tom.Borchert@elmhurst.org

With a copy to: Kenneth T. Kubiesa, Esq. and Andrew Y. Acker, Esq.  
Kubiesa, Spiroff, Gosselar, Acker & DeBlasio, P.C.  
Fax: #630-516-1808  
E-mail: [kubiesa@ksgalaw.com](mailto:kubiesa@ksgalaw.com)

If to Developer: David Hollingsworth  
DevCom Realty Investments  
Fax: #630-961-2580  
E-mail: [dave@devcominc.com](mailto:dave@devcominc.com)

Dan Hiffman  
NAI Hiffman  
Fax: #630-9327258  
E-mail: [dan@hiffman.com](mailto:dan@hiffman.com)

With a copy to: Michael P. Bradt, Esq.  
Morrissey & Robinson  
Fax: #630-424-8890  
E-mail: [mbradt@mr-legal.com](mailto:mbradt@mr-legal.com)

- 14.3 **Cooperation.** The City and the Developer will make every reasonable effort to expedite giving effect to the terms and provisions hereof and acknowledge that the successful performance of this Agreement requires their continuous and diligent cooperation and effort.
- 14.4 **Entire Agreement.** The terms and conditions set forth in this Agreement supersede all prior oral and written understandings and constitute the entire agreement between the City and Developer.
- 14.5 **Notice of Sale.** The City shall comply with the requirements of Section 5/1174.4(c) of the Act regards sale of City owned real estate within the Redevelopment Area, and within thirty (30) days of the date hereof make any solicitation required by the Act as determined by the City. This Agreement shall not be binding upon either party hereto if the City should determine that it is required under the Act to make this Agreement public for thirty (30) days from the date of this Agreement, for the purpose of soliciting alternative proposals but

shall be deemed binding as of and on the date hereof should the City reject any alternative proposal received within fifteen (15) days after a thirty (30) day period for receipt thereof.

- 14.6 **Binding on Successors.** This Agreement shall be binding upon the parties hereto and their respective heirs, successors, administrators, assigns, or other successors in interest.
- 14.7 **Time of Essence.** Time is of the essence of this Agreement.
- 14.8 **Confidentiality.** The City shall keep all documents and information delivered by the Developer to the City or its consultants confidential to the maximum extent permitted by law, including specifically 5 ILCS 140/7(1)(g). Prior to disclosure of any such documents or information the City shall notify the Developer and the Developer shall be permitted to take such action as it deems necessary to protect the confidentiality of such documents or information.
- 14.9 **Titles.** 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", "hereinafter" or "hereinbefore" and the like refer to the entirety of this Agreement.
- 14.10 **Jurisdiction and Venue.** The parties hereto agree to submit any dispute between them to the jurisdiction of the Circuit Court of DuPage County, Illinois, and the appellate courts thereof. The applicable law shall be the law of the State of Illinois.
- 14.11 **Amendment.** This Agreement, and any exhibits, if involving an amendment constituting a material variance from the terms hereof, may be amended only by the mutual consent of the parties and adoption of an ordinance or resolution of the City approving said

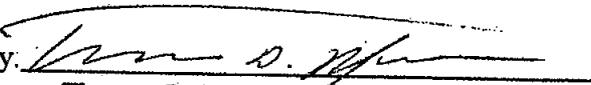
amendment, as provided by law, or if not a material variance as conclusively determined by the City Manager, only with his approval, and by the execution of the amendment by the parties or successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

14.12 **Conflict.** The terms in the body of this Agreement shall control if in conflict with any exhibit hereto or other evidence of the intent of the parties.

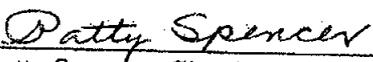
14.13 **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original Agreement.

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above.

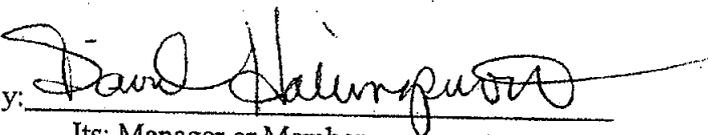
**CITY OF ELMHURST, ILLINOIS**

By:   
Thomas D. Marcucci, Mayor

Attest:

  
Patty Spencer, City Clerk

**ADDISON CORRIDOR DEVELOPMENT I, LLC**

By:   
Its: Manager or Member

**DEVELOPER'S REAL ESTATE**

**THORNE PARCEL**

THE SOUTH 65 1/2 FEET OF LOT 10 AND ALL OF LOT 11 (EXCEPT THE SOUTH 3.00 FEET OF LOT 11 AND EXCEPT THE EAST 10.00 FEET OF THE NORTH 64.50 FEET OF THE SOUTH 67.50 FEET OF LOT 11) IN BLOCK 2 OF THE PLAT OF THE TOWN OF COTTAGE HILL IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 10, 1871 AS DOCUMENT NO. 14044, IN DUPAGE COUNTY, ILLINOIS.

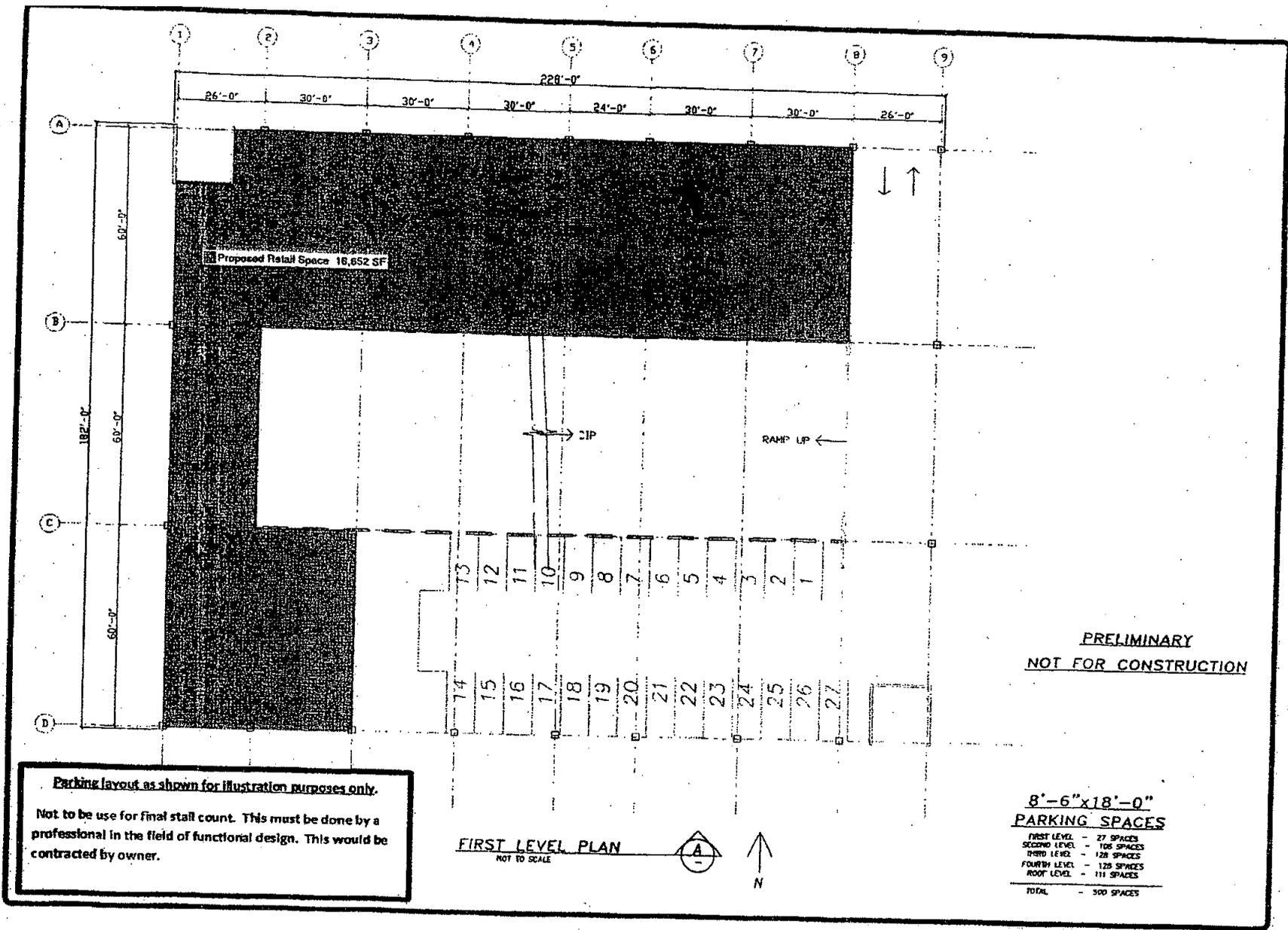
P.I.N: 06-02-221-004

**ATHAR PARCEL**

THE NORTH 50 FEET OF LOT 10 IN BLOCK 2 IN THE PLAT OF THE TOWN OF COTTAGE HILL, BEING A SUBDIVISION IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 10, 1871 AS DOCUMENT NO. 14044, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 06-02-221-003

EXHIBIT A



**Parking layout as shown for illustration purposes only.**  
 Not to be used for final stall count. This must be done by a professional in the field of functional design. This would be contracted by owner.

EXHIBIT B

## MILESTONE SCHEDULE

1. Date of approval and execution of this Agreement - February 17, 2009
2. Loan Disbursement for Thorne Parcel - February 18, 2009 or an extension agreed by the parties.
3. Closing for Athar Parcel - 30 days after the current Athar restaurant tenant vacates and when the City receives appropriate assurances that the tenancy of the Athar restaurant is finally terminated including any right of first refusal.
4. Closing for Thorne Parcel - at such time as the last tenant vacates the premises and upon Developer notice, but no later than May 18, 2013.
5. Construction of the Project - to commence 6 months after Closing of the last of the Thorne Parcel or Athar Parcel conveyance to the City, but no later than September 30, 2013. The contract with Developer as construction manager or general contractor for the Project as required by paragraph 5(c) of the Term Sheet and this Agreement, shall be approved by the parties no later than 30 days after this Closing.
6. Date for approval of a construction contract with Developer to construct the Project - no later than March 31, 2013.
7. Developer purchases Retail Premises from the City - Within ninety (90) days of substantial completion of the Project, but before Developer improves the Cold Dark Shell for tenants.

**DEVELOPMENT LOAN  
COMMITMENT AND TERM SHEET  
(Addison Street/DevCom Redevelopment)**

WHEREAS, DevCom Realty Investments, NAI Hiffman and Arco Murray National Construction Company ("Arco") as principals (collectively the "Developer") intend to develop a retail and parking structure ("Project") on property commonly known as 135 N. Addison Street ("Thorne Property"), 149 N. Addison Street ("Athar Property"), and six (6) feet of right-of-way of Addison Street adjacent to the aforesaid parcels ("ROW Property") (collectively the "Property") all within the Downtown TIF District of the City of Elmhurst; and

WHEREAS, the City and Developer intend to enter into a Development Agreement for the Project which will include a public parking deck to be owned and operated by the City and retail premises on Addison Street to be owned by Developer; and

WHEREAS, the terms for financing and construction of the Project will be provided in the Development Agreement, which will include certain substantial and material terms and conditions as follows;

NOW, THEREFORE, the City and Developer agree that the Developer will acquire the Property and construct the Project thereon and the City will finance that acquisition and construction of the Project upon terms and conditions included in a Development Agreement as follows:

1. Developer has entered into a purchase contract for the Thorne Property that is scheduled to close on or about February 15, 2009, but may be extended by the parties to a date no later than April 15, 2009. The purchase price is \$3,500,000.
2. The Developer or the City will close on the purchase of the Athar Property pursuant to a purchase contract calling for such closing on or before April 1, 2009, but not later than June 15, 2009 or as otherwise agreed by the parties. The purchase price is \$970,000.
3. At closing of the purchases of the Thorne Property and the Athar Property pursuant to the respective purchase contracts, the City will loan Developer the full purchase price for each. Repayment of the City loans by Developer will be pursuant to non-recourse notes payable to the City, secured by a mortgage. The notes shall provide that Developer make monthly payments of interest only to the City at a rate of 4.875% per annum, and all principal and any unpaid interest shall come due no later than September 30, 2012 or earlier at the time that construction of the Project begins.

**Exhibit B to  
Ordinance No. O-03-2009**

EXHIBIT D  
Page 1 of 3

4. Substantial completion of the Project shall be no later than two (2) years after construction begins.

5. The Development Agreement shall contain other provisions as follows:

(a) The terms of the notes, mortgages and any or other security required by the City.

(b) If after Developer acquires the Athar property and notifies the City that the current tenant of that property has vacated, the City will then purchase the Athar Property from Developer in consideration of forgiveness of the principal amount of Developer's note to the City. The City will construct a surface public parking lot thereon for public use until construction of the Project begins.

(c) The general contractor and/or construction manager for the Project will be the Developer pursuant to terms and conditions of a contract therefor with the City. The City and Developer each will review and approve plans for the Project. The City shall pay the actual cost of construction of the Project, and have reasonable access to the books and records of Developer during construction as they agree. Payments to Developer shall be made paid through an escrow and will include a reasonable fee or profit for Developer based upon reasonable, usual and customary pricing methodology. Overhead telephone and power lines in the alley east of the Property will be buried as part of construction of the Project.

(d) Upon substantial completion of the Project, the City shall convey the "cold dark shell" of the retail component of the Project to Developer for a price determined by this formula:

Gross sq. ft. of retail component ÷ Gross sq. ft. of Project x contract purchase price for the Property of \$4,470,000

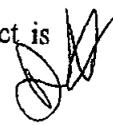
(e) If at the time of substantial completion of the Project the Developer has not obtained lease commitments for the retail space sufficient so that a commercial loan for the purchase price would be available, then the City will provide a mortgage loan to Developer upon terms that are commercially reasonable and agreed by the parties.

(f) ~~The City will consider a conditional use for the height of the Project up to six (6) stories. An application for that conditional use will be processed by the City prior to issuance of a building permit.~~

**STRIKE**

*Tom M.*

(g) Uses in the retail component of the Project may be reasonably restricted by the City for a period of ten (10) years as provided in the Development Agreement.

(h) Developer will continue to own the Property until the Project is substantially ~~completed~~ *BEGUN* 

(i) The Developer or any successor's ability to object to or contest the City's real estate taxes will be restricted for ten (10) years or until the end of the TIF, whichever is sooner.

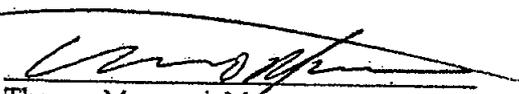
6. This loan commitment by the City for purchase price of the Property will expire ninety (90) days after the date hereof. The City and Developer will in good faith negotiate and cooperate so that the Development Agreement can be finalized prior to expiration.

7. The complete agreement of the parties concerning the Project will be finally set out in the Development Agreement, to be enforceable according to its terms.

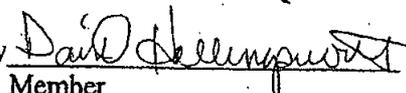
IN WITNESS WHEREOF, the parties have set their hands this 5th day of ~~January~~ *February*, 2009.

CITY OF ELMHURST

DEVELOPER

  
Thomas Marcucci, Mayor

*Addison Corridor Development LLC*

By   
Member



December 15, 2008

Mr. Dan Hiffman  
NAI Hiffman  
One Oakbrook Terrace  
Suite 600  
Oakbrook Terrace, IL 60181

Re: Proposed 135 & 145 N Addison Parking Deck  
**Value of Building Improvements Relative to the Retail Space**  
Elmhurst, IL

Dear Dan:

Thank you for choosing to team with ARCO/Murray on this project. Included herein is a summary of the costs of the proposed 228' x 182' parking deck associated with improvements to the retail space. The scope items included that contribute to the retail space include:

- Storefront glass system and its associated foundation elements
- Masonry walls at the back of the retail space and their associated foundation elements; highway guardrail protection the masonry wall from the first floor parking area.
- Waterproof traffic membrane on the second floor parking to protect the retail space.
- Temporary gas unit heaters and associated gas piping
- Distribution of overhead water and underslab sanitary throughout the retail space.
- All preliminary electrical distribution including electrical feeder to the retail space and multi-tenant tap box.

Dan, we again thank you for having the opportunity to be a part of your team. Should we be able to assist in any other capacity please do not hesitate to contact us.

All the best,

Leonidas J. Stellakis

Bradley J. Dannegger

ARCO/Murray National Construction Co.

EXHIBIT E



# CHICAGO TITLE AND TRUST COMPANY

1725 S. NAPERVILLE ROAD, WHEATON, ILLINOIS 60189

4

PHONE: (630) 871-3500

FAX: (630) 871-3587

### WIRE TRANSFER FUNDS TO:

Bank of America, N.A.  
New York, NY

ABA Routing Number: 026009593

*transferred \$3.5 million  
2-17-09*

### FOR CREDIT TO:

Chicago Title and Trust Company, S.W.

Account Number: 8765-9-60515

*Transfer#*

Notify:

*FTCH-480060*

Escrow Number: DPF 029005863

Escrow Officer: TAMMY FREESE

Closing Office:

Phone:

### ESCROW NUMBER MUST BE INCLUDED ON WIRE

The above instructions relate to closings taking place in the following offices:

Aurora	Homewood	Naperville-Neuqua	Sycamore	Yorkville
Countryside	Joliet	New Lenox	Westchester	
Geneva	Morris	Oak Park	West Joliet	
Hickory Hills	Naperville - Downtown	Orland Park	Wheaton	

If you have a closing which is not taking place in one of the above offices, please call the office of your closing for the appropriate instructions.

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**8.6 C4 CENTRAL BUSINESS DISTRICT**

The C4 Central Business District shall be limited to the "downtown" core area of the City of Elmhurst. It is intended to accommodate all those retail, service and specialty shops and necessary civic services that are characteristic of the traditional central area.

Uses allowed in the C4 District are subject to the following conditions:

- a. Dwelling units and rooming units, other than those located in a hotel or motel or watchman's quarters located on the premises where employed, are not permitted below the second floor.
- b. All business, servicing, or processing, except off-street parking, loading or such drive-in facilities as are specifically authorized herein, shall be conducted within completely enclosed buildings.
- c. Establishments of the "drive-through" or "drive-in" type, offering products or services to customers who remain in motor vehicles, are allowed only by Conditional Use Permit.
- d. The unenclosed parking of trucks as an accessory use, when use in the conduct of a permitted business listed hereafter in this section shall be limited to vehicles of not over one and one-half (1-1/2) tons capacity when located within 75 feet of a Residence District boundary line. Any parking of trucks on land adjacent to residential property shall be screened therefrom by a wall or fence not less than five (5) feet nor more than eight (8) feet in height.

**8.6-1 Permitted Uses**

The following uses are permitted in the C4 District: (Numbers within parentheses ( ) indicate parking class of each permitted or conditional use. For specific parking requirements, see Chapter 10, Section 10.2-2.):

- 1. Adult day center
- 2. Air conditioning, refrigeration & heating shops
- 3. Antique shops
- 4. Art and school supply stores
- 5. Art galleries (not including auction rooms)
- 6. Art, sculptor & composer studios
- 7. Automobile accessory stores
- 8. Bakeries, retail
- 9. Banks and financial institutions
- 10. Barber shops
- 11. Beauty shops
- 12. Bicycle sales, rental and repair shops
- 13. Blueprinting, photostating and copying services
- 14. Book and stationery stores
- 15. Business machine sales and service
- 16. Camera and photographic supply stores
- 17. Candy and ice cream stores
- 18. Catering establishments
- 19. China and glassware stores
- 20. Clothing and costume rental stores
- 21. Coin and philatelic stores
- 22. Confectionery stores

23. Currency exchange
24. Custom dress making
25. Day care centers and pre-schools
26. Diaper services
27. Drug stores/pharmacies
28. Dry cleaning and/or laundry facilities
29. Dry good stores
30. Dwelling units, above ground floor
31. Employment agencies
32. Florist shops
33. Food-grocery stores, meat-fish markets, dairy prod-beverage stores, delis
34. Funeral home
35. Gift and card curio, and stationery shops
36. Glass shop
37. Hardware stores
38. Hearing aid stores
39. Heating & plumbing/sales & service
40. Hobby and craft clubs
41. Hobby and craft stores
42. Home furnishing stores
43. Household appliance/electrical appliance stores
44. Interior decorating shops
45. Jewelry stores, including watch repair
46. Launderettes, automatic, self- service only or hand laundries
47. Leather goods/luggage stores
48. Locksmith shops
49. Machine sales office
50. Mail order/catalog store
51. Medical & dental clinics & related laboratory facilities
52. Millinery shops
53. Municipal parking garages or structures
54. Municipal parking lots for the storage of private passenger automobiles
55. Musical instrument sales and service
56. Newspaper distribution agencies for home delivery & retail trade
57. Office - business and professional
58. Office supply and office equipment stores
59. Optical products, sales and service
60. Orthopedic and medical appliance stores
61. Package liquor & party supply stores
62. Painting and decorating stores
63. Party supply stores
64. Pawn shops
65. Pet shops
66. Phonograph record and cassette stores, including sale of compact discs, sheet music
67. Photography incl. development of film when conducted as part of the retail business
68. Physical therapy, speech therapy & related facilities
69. Picture framing store & art gallery
70. Plumbing showrooms & shops
71. Post office and express mail agencies
72. Printing shops
73. Radio and television sales and repair
74. Real estate office

6

## QBS GUIDE

### Qualifications-Based Selection

A Guide Including Model Local Government Policy and Procedures for Selecting Architects, Engineers and Land Surveyors

\$20.00, plus \$5.00 shipping and handling

A public service brought to you by the following Illinois design professions associations. Contact them for additional copies:



**American Institute of Architects - Illinois**  
520 South Second Street, Suite 802  
Springfield IL 62701-1724  
Tel: 217/522-2309  
Fax: 217/522-5370  
aiailinois@springnet1.com  
www.aiail.org



**Consulting Engineers Council of Illinois**  
5221 South Sixth Street Road  
Springfield IL 62703  
Tel: 217/529-7430  
Fax: 217/529-2742  
conseng@cec-il.org  
www.cec-il.org



**Illinois Professional Land Surveyors Association**  
203 South Walnut Street, PO Box 588  
Rochester IL 62563  
Tel: 217/498-8102  
Fax: 217/498-8489  
mchurch245@aol.com  
www.iplsa.org



**Illinois Society of Professional Engineers**  
1304 South Lowell Avenue  
Springfield IL 62704-3783  
Tel: 217/544-7424  
Fax: 217/544-3349  
ispe@eosinc.com  
www.springnet1.com/ispe

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## Qualifications-Based Selection

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# Qualifications-Based Selection

## 1.0 Introduction

When public officials undertake a construction project, whether it involves a study, new construction or rehabilitating an existing facility, the design will influence the entire course of the project, including economy, feasibility, public response, aesthetics, function, efficiency, construction costs, operating costs and maintenance costs during the life of the facility. Therefore, it is very important that public officials select the most qualified professional design firm.

Many public owners, as volunteer community leaders, do not undertake projects often enough to have experience planning for such a project, or to select a professional design firm in the most cost-effective and efficient manner. This publication will help those public owners, as well as experienced public works officials, by providing detailed information on selection, procurement laws and sample rating forms.

### **QBS stands for "Qualifications-Based Selection"**

Qualifications-Based Selection (QBS) is a procedure that facilitates the selection of professional design firms. The selection is based on qualifications and competence in relation to the scope and needs of a particular project. QBS entails a proven step-by-step process that facilitates the owner's selection of a design professional firm on the basis of qualifications and competence in relation to the scope of the project and facilitates the development of an appropriate scope of work for a specific project. The process is straightforward and easy to implement. It is objective and fair. It can be well documented and it is open to public scrutiny.

QBS meets the public owner's primary concerns to get the best available professional design services for the taxpayers' money and to conduct a fair and equitable selection process. QBS evolved from the public owner's need to be an informed customer and to have a logical, fair and objective means of selecting professional design firms.

The term "design professional" is used in this document to represent any of the licensed design professions, or combination thereof, including architecture, engineering and land surveying.

"Owner" is used in this document to represent the public user of design professional services.

### **History**

In October 1972, the federal government enacted Public Law 92-582, covering the selection of architects and engineers based on qualifications. The law has since been known as the Brooks Act, as it was introduced by U.S. Representative Jack Brooks of Texas. During years of use by the federal government and most state and local governments, the use of QBS has proven to be more efficient and less costly when considering total life-cycle costs than the use of a selection system using price as a criteria.

## **Qualifications-Based Selection**

---

### **3.0 How does Qualifications-Based Selection (QBS) work?**

QBS is a fair and open procedure that facilitates the selection of a design professional firm on the basis of qualifications and competence in relation to the scope and needs of a particular project. One prominent director of public works compared selecting a design professional to hiring an employee. Both work best as two-step processes: First, the selection is made, then the financial arrangements are agreed upon. In fact, many of the steps outlined below have similarities to employee selection procedures.

QBS evolves from many variables that must be tailored to fit each specific project's requirements and should include all or some of the following steps:

1. The owner identifies the general scope of work and the projected time frame is established.
2. Public notice is given to design professional firms.
3. A Selection Committee is appointed.
4. Statements of Qualifications are requested and received from interested firms.
5. After evaluation, a shortlist of firms is established.
6. A tour of the site and interviews may be arranged for shortlisted firms.
7. Three firms are ranked in order of qualifications.
8. All firms involved receive post-selection communications.
9. Negotiations are conducted relative to actual scope, services, fee payment schedule and contract. If an agreement cannot be satisfactorily negotiated with the top-ranked firm, negotiations are terminated and the owner enters into negotiations with the second-ranked firm, and so on down the line, until agreement is reached and a firm is selected. The step-by-step procedure and its variations are detailed in the following sections.

### **3.1 Developing the general scope of work and time frame**

To begin the selection process, the owner must briefly identify the general scope and the particular needs of the project. Just as the owner needs information about the qualifications and competence of the design professional firms, the firms need to know the project requirements and goals.

The Appendix contains a recommended format for a general scope of work, as well as the schedule that should be included. (*See Appendix 4.4 Scope of Work.*)

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## Qualifications-Based Selection

open meeting. In such cases, the firms should be notified in advance.

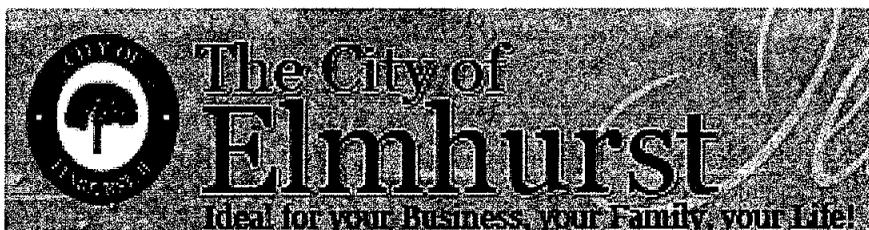
The following are suggested guidelines for setting up and conducting the interviews. (See Appendix 4.9 *The Interview: Questions and Score Sheets*; and 4.10 *Optional Interview Form*.)

- Interview only shortlisted firms to minimize cost and time.
- Schedule adequate time for each presentation and 15 minutes between interviews. It is important to allow ample time for the presentation and question-and-answer period, and also for the Committee to discuss the presentation privately before beginning the next interview. A minimum of 30 minutes should be allowed for the presentation.
- Schedule all interviews on the same day or on consecutive days. This permits the Committee to compare all of the interviewed firms while information is fresh in mind, and ensures consistent interview scoring.
- The evaluation criteria for the interview scoring system should be sent to all firms in advance as an attachment to the memo giving interview and tour information.
- While it is appropriate to question firms about their approach to the design of a project, owners should not ask for an actual design solution during the interview. Appropriate and responsive designs require considerably more interaction between owner and design professional than is possible during the selection phase. Preconceived design solutions brought to the table by either the design professional or owner rarely address the true needs of the owner's program. Considerable time and effort, however, may be expended trying to salvage preconceived ideas and make them fit the program. This actually impedes progress and prevents the exploration of more responsive solutions to identified design issues.
- During the selection process, public entities should not ask the firms for a fee or man-hours, but should select on qualifications only, as required by law. Compensation amounts are best resolved through detailed discussions with the firm finally selected, and only after there is a comprehensive and mutual understanding of the actual scope of services. This ensures that the firm has included in its scope of services the owner's expectations for the project as well as all detailed requirements.
- Let all firms know when the selection decision will be made and when

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 **ARCO/Murray**  
National Construction Company, Inc.

CHALLENGE KNOWLEDGE TEAMWORK INTEGRATION DESIGN BUILD PARTNERSHIP INTEGRITY



175 W First Street  
Proposed Commuter Parking Structure

# Outline

 **ARCO/Murray**  
National Construction Company, Inc.

- History of 175 W First Street
- History with the Larch Street Residents
- Design
- Current Cost Estimation
- Final Thoughts

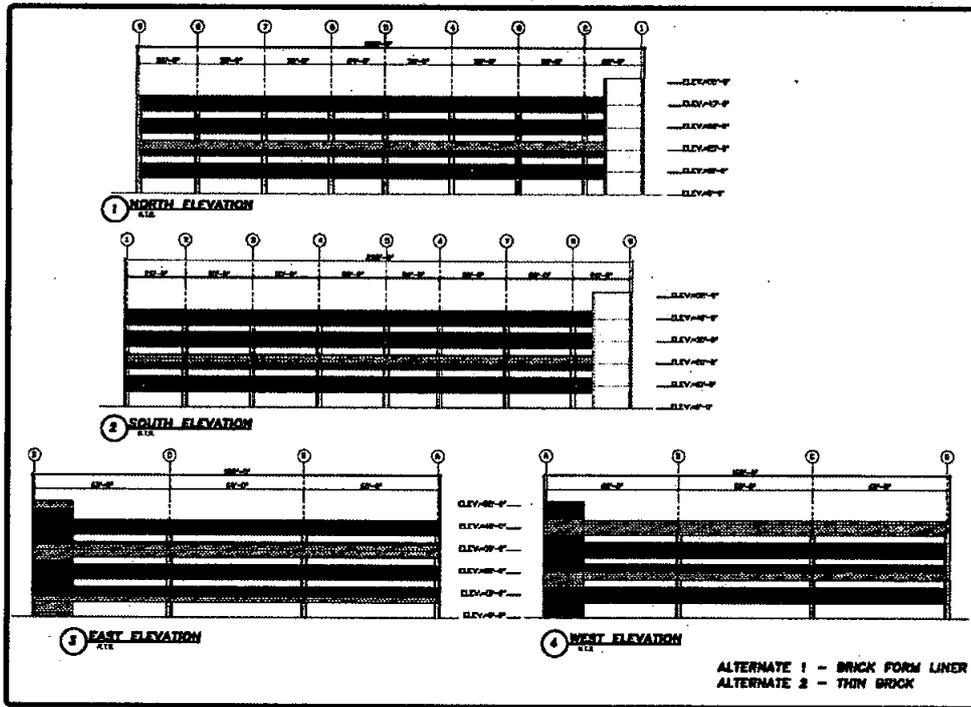
# 175 W First Street

 **ARCO/Murray**  
National Construction Company, Inc.

- In 2005 City of Elmhurst attempts to purchase property from Claude Hurley for \$2.075M
- In March 2009, Devcom/Hiffman/ARCO development team purchase property for \$1.850M
- On day of purchase, land and building are purchased by the City of Elmhurst for same dollar amount purchased from development team.
- This was a no fee transaction completed with an informal understanding that the development team would participate in the development/construction of the parking deck

9/4/2008

ARCO/Murray  
National Construction Company, Inc.

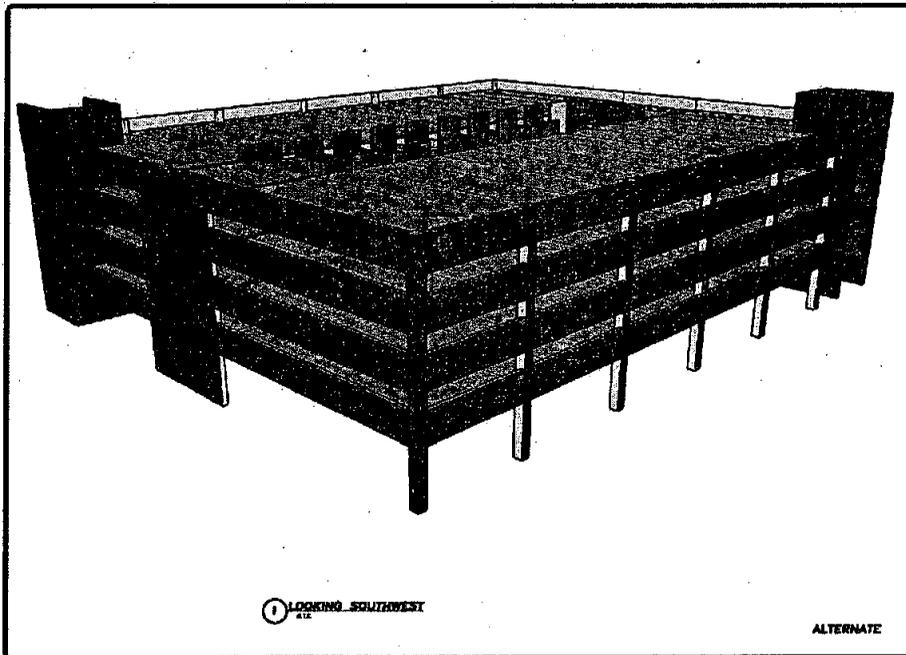


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9/6/2008

 **ARCO/Murray**  
National Construction Company, Inc.

EXCELLENCE IN QUALITY DESIGN CREATING SOLUTIONS BUILT TO LAST WITH A COMMITMENT TO SAFETY

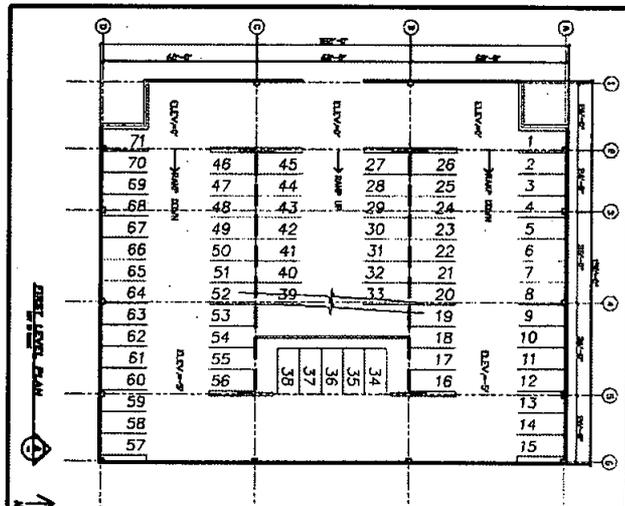


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# Initial Budget (11/18/08)

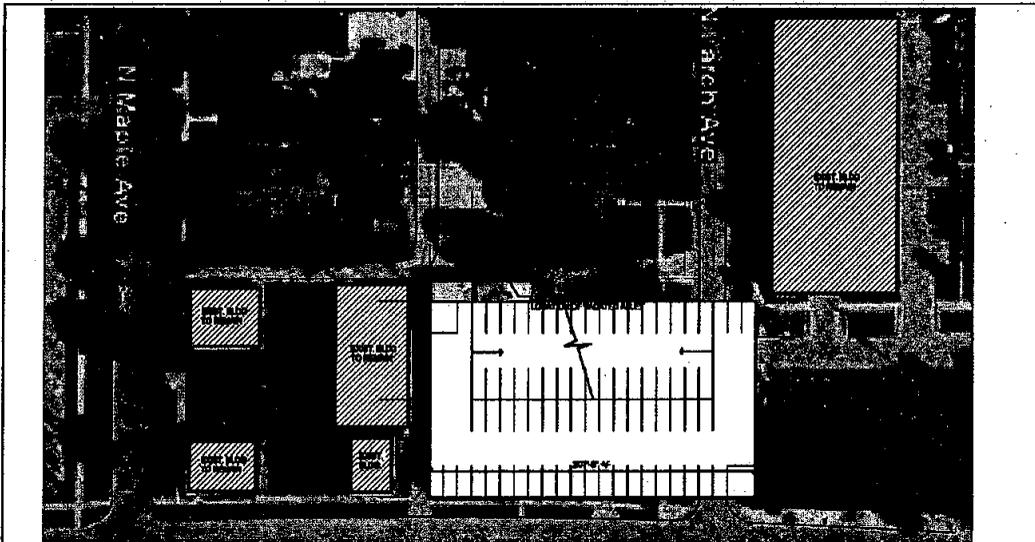


- With very limited information ARCO provides an estimate of \$5.9M - \$6.8M
- 283 Total Parking Stalls
- \$21k - \$24k per stall



12/8/2008

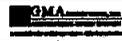
 **ARCO/Murray**  
National Construction Company, Inc.



OPTION 3  
PRELIMINARY ARCHITECTURAL SITE PLAN  
A12

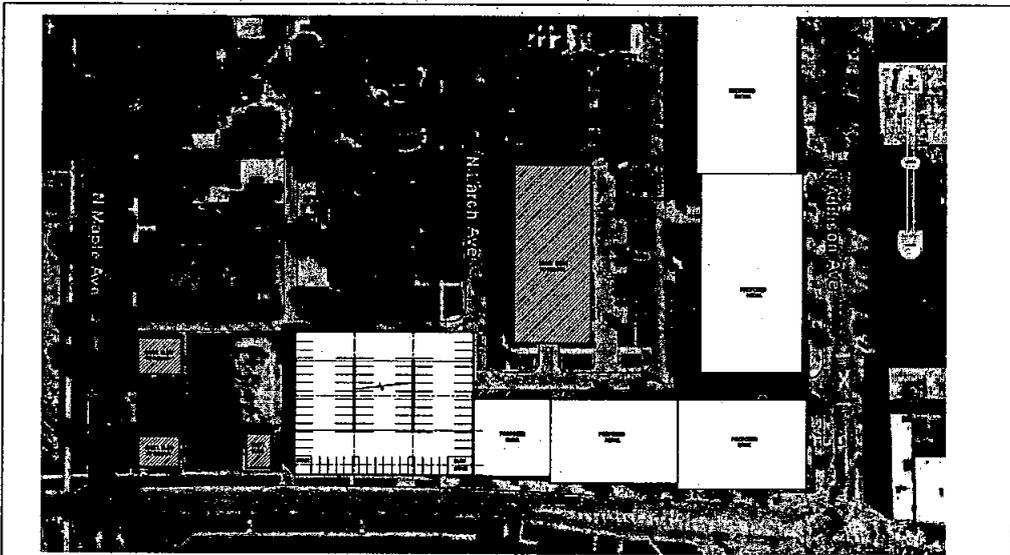
  
National Construction Company, Inc.

**HURLEY PARKING GARAGE**  
ELKHART, ILLINOIS

  
OMA

3/8/2009

ARCO/Murray  
National Construction Company, Inc.



SCHEMATIC ARCHITECTURAL SITE PLAN

ARCO/Murray  
National Construction Company, Inc.



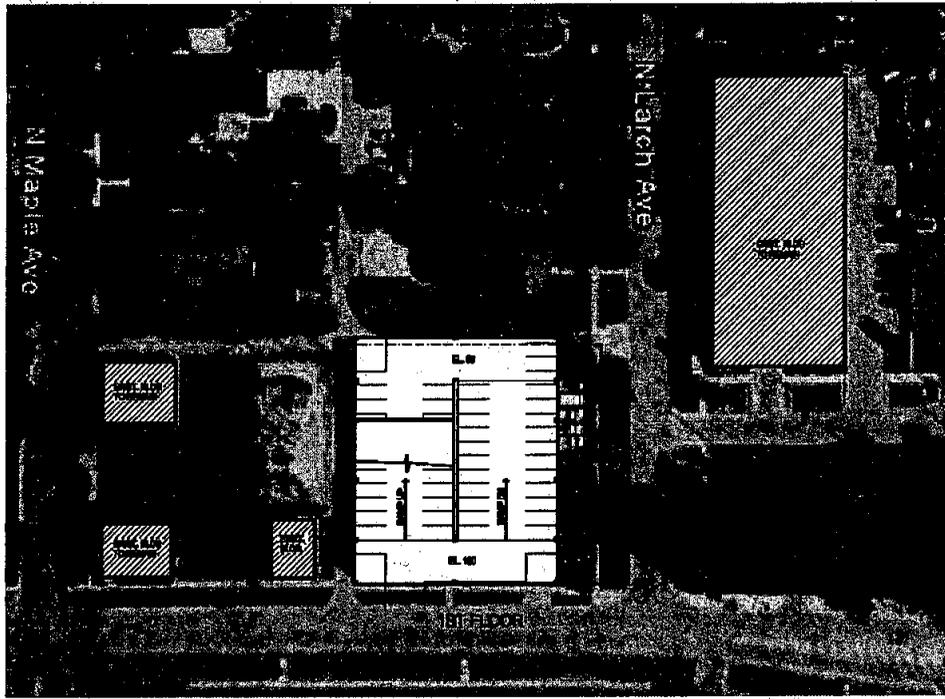
West 1st Street Parking Garage  
ELMHURST, ILLINOIS

GMA  
GENERAL CONTRACTOR

3/18/2009

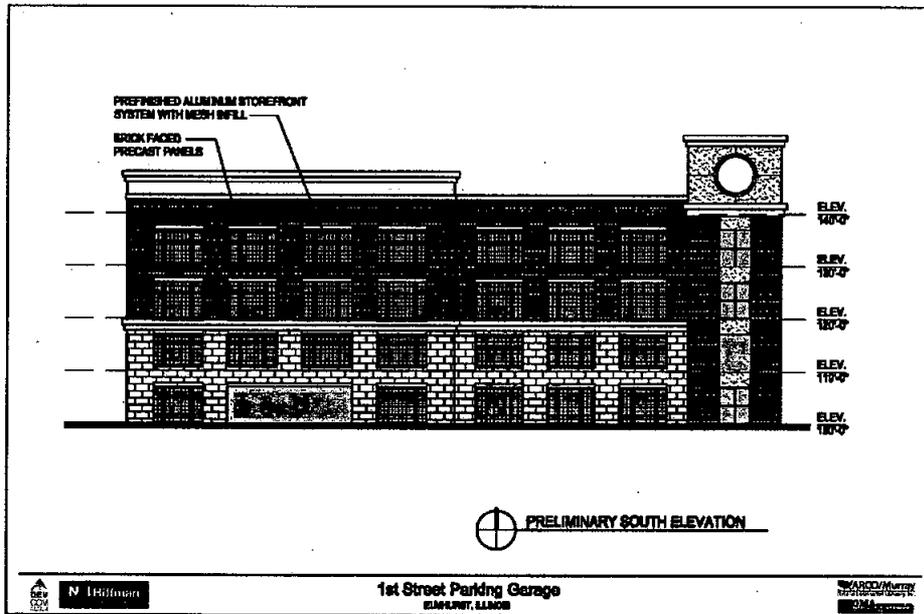
 **ARCO/Murray**  
National Construction Company, Inc.

FACILITY: [Illegible] ADDRESS: [Illegible] COUNTY: [Illegible] STATE: [Illegible]



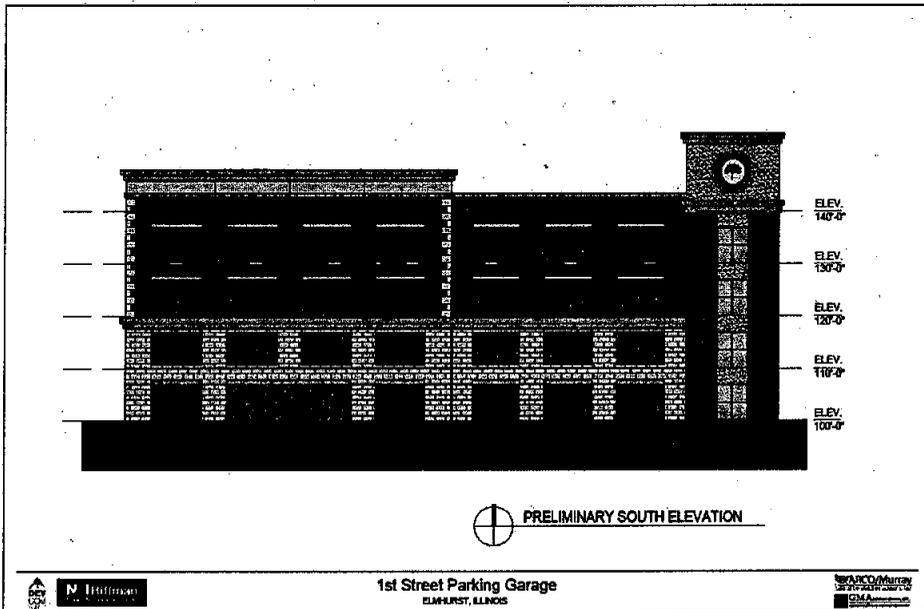
4/10/2009

ARCO/Murray  
National Construction Company, Inc.



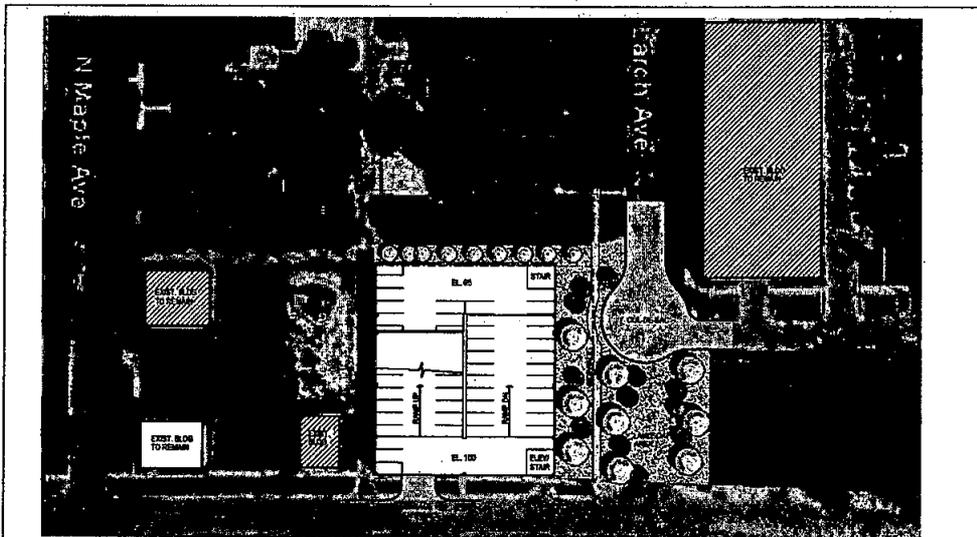
4/30/2009

 ARCO/Murray  
National Construction Company, Inc.

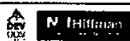


4/30/2009

ARCO/Murray  
National Construction Company, Inc.



PRELIMINARY ARCHITECTURAL SITE PLAN - 04.30.2009



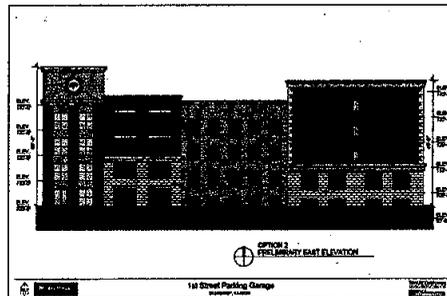
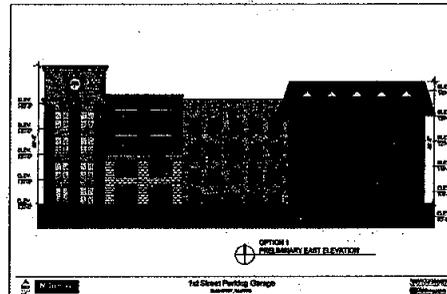
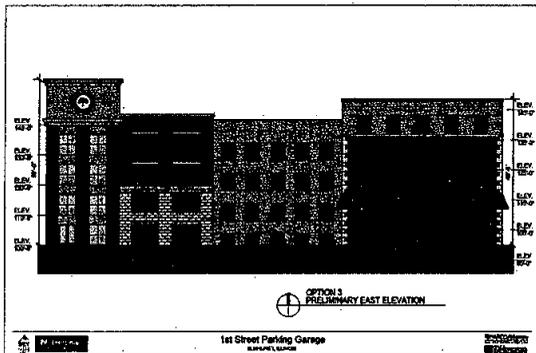
1st Street Parking Garage  
ELMHURST, ILLINOIS



5/7/2009

ARCO/Murray  
National Construction Company, Inc.

PROJECT: 1ST STREET PARKING GARAGE, 100 EAST 10TH ST., DENVER, COLORADO. PREPARED BY: ARCO/MURRAY



## Current Cost Estimation



- 283/259 total Stalls
- Cost Summary
  - Building Demolition – \$176,123.00 (under contract)
  - Design Services - \$326,000.00
  - Construction - \$4.7M - \$5.0M
    - General Conditions: GMAX 7.5% of total construction cost
    - Insurance: 1.25% of total construction cost
    - Contractor's Fee: 3.8% of total construction cost
  - **Total Anticipated Cost: \$5.2M – \$5.5M**
- Bids to be Opened at City Hall
- Bids to be evaluated by ARCO/Murray and the City of Elmhurst

## Cost Decrease?

 **ARCO/Murray**  
National Construction Company, Inc.

- Relatively Defined Scope of Work
- Aggressive Subcontractor Bidding
- Material price Decrease



# CITY OF ELMHURST

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

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

February 13, 2009

Mr. Phil Pagano  
Metra Executive Director  
547 W. Jackson Blvd.  
Chicago, IL 60661

Re: Elmhurst/Metra and Commuter Parking

Dear Mr. Pagano:

The City of Elmhurst and Metra have collaborated since 2002 to provide quality surface and deck parking for commuters utilizing the Elmhurst Metra rail station involving agreements for surface lots, two parking decks and two additions to parking decks, resulting in the Central Business District parking system map shown on Exhibit 1. In addition, the City of Elmhurst is in a support position for the Union Pacific Railroad's New Start expansion project and has completed comprehensive planning of its Central Business District area with a consideration of parking demand growth from the community, from Metra, and from the New Start expansion project in mind.

I am pleased to report that as a result of the above listed experiences and planning for the future, the City has recently approved an agreement which will result in the City acquiring ownership rights to the property located on the northwest corner of Larch and First Street (see Exhibit 2) and proceeding with a fast track parking deck design and construction initiative. The attached Exhibit 3 provides estimated costs and very preliminary plans for a five level, approximate 290 space deck project. Financing has not been secured for all aspects of the project and the City is seeking Metra's support for securing financing for a portion of the project or for assisting the City of Elmhurst in obtaining state or federal grants that would assist the City in providing financing for the project. The City of Elmhurst will fast track this project to allow for construction to commence later in 2009 and prefers to complete the project all at one time and thereby avoid the disruption and extra costs associated with a two phase construction project.

Thank you for your past support for the many shared Elmhurst and Metra initiatives that have provided an efficient and effective Metra commuter service through Elmhurst and for your support in this new opportunity. Please advise as to any additional information Elmhurst should provide or as to steps Elmhurst should take to allow Metra to assist in this project.

Sincerely,

Thomas P. Borchert  
City Manager

/pd  
Attachments

c: Mayor Marcucci  
Demetrios Skoufis, Metra  
Holly Lown, Metra

# MEMORANDUM

9

TO: Tom Borchert, City Manager  
FROM: Ken Kubiesa, City Attorney  
DATE: December 4, 2008  
RE: Assignment of Real Estate Contract for the Hurley Property

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With this memo you will find a draft of an Assignment of Dan Hiffman's purchase contract for the Hurley property. The draft of that purchase contract that I've seen, shows a price of \$1,850,000 and commits Hurley to put aside \$100,000 to be spent, dollar for dollar with the Purchaser, for environmental remediation, if necessary. As far as I know, this real estate contract has not been executed by Hurley or Hiffman as I write this memo.

The purchase of the Hurley property, from the City's standpoint, it is not connected to the Addison Street Redevelopment, and therefore not included in the draft Term Sheet for that project. Even if the Addison Street Redevelopment doesn't move forward for whatever reason, the City will own the Hurley property and can use it for additional downtown or commuter parking. This Assignment Agreement obligates the City to use Arco to build a parking-deck on the Hurley site, but only when and upon terms acceptable to the City.

cc: John Said (w/encl.)

**ASSIGNMENT AGREEMENT**

WHEREAS, Daniel B. Hiffman is the Purchaser and Margo Hurley the Seller under an Agreement for the Purchase and Sale of Real Estate dated December \_\_\_\_\_, 2008 ("Purchase Agreement") for property commonly known as 175 West 1st Street, Elmhurst, DuPage County, Illinois as legally described in the Purchase Agreement (the "Hurley Property"); and

WHEREAS, the Purchase Agreement provides that Purchaser may freely assign his interest therein; and

WHEREAS, Purchaser has determined to assign his interest in the Purchase Agreement to the City of Elmhurst in accordance with the terms and conditions herein; and

NOW THEREFORE, in exchange for the City's promise to use the services of Arco Murray National Construction Company ("Arco") as general contractor or construction manager for construction of a parking deck on the Hurley Site within two (2) years from the date of this Assignment Agreement upon terms that are acceptable to the City in its sole discretion, and other valuable consideration, the Purchaser hereby agrees to sell, assign, and set over to the City any and all of Purchaser's interest in and to the Hurley Property and the Purchase Agreement. The City hereby accepts such assignment by Purchaser.

IN WITNESS WHEREOF, the parties have set their hands this 15th day of December, 2008.

ASSIGNOR:

\_\_\_\_\_  
Daniel P. Hiffman

ASSIGNEE:

CITY OF ELMHURST

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk



# CITY OF ELMHURST

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

PETER "PETE" DICIANNI  
MAYOR  
PATTY SPENCER  
CITY CLERK  
DAVID DYER  
CITY TREASURER  
THOMAS P. BORCHERT  
CITY MANAGER

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## MINUTES OF COMMITTEE MEETING

Monday, June 8, 2009

7:00 p.m.

### PUBLIC WORKS AND BUILDINGS COMMITTEE

RE:

- 1) Larch Avenue Parking Deck Demolition Proposal
- 2) Qualifications Based Selection for the WWTP Engineer
- 3) WWTP Aerator Upgrade Project, Change Order #1
- 4) Review 2009 Construction Projects/Major 2009/2010 Budget Items
- 5) Lake Street Revitalization Between Walnut Street and York Street
- 6) Office Equipment/Furniture for Fire Station #2
- 7) Bids
  - 2009 Streetlight Pole Painting Project
  - 2009 Sidewalk Slabjacking Project
- 8) Other Business

Committee members present: Kennedy, Bram, Shea, Healy

Council members present: DiCianni

City staff present: Borchert, Hughes, Streicher, Morley, Kopp, Storino

- 1) Larch Avenue Parking Deck Demolition Proposal: Chairman Kennedy reviewed the status of the item highlighting the fact that the soil examination was time critical. He reminded the Committee that there was a certain time frame within which any remediation had to be acknowledged. In addition, he noted that the current schedule supplied by ARCO/Murray showed an 8/11 completion date and that the deadline to notify of any environmental issues was 8/24. He stated the quotes all looked to be in order and thought that the proposal looked fair. City Manager Borchert reviewed the last Public Works & Buildings Committee meeting and pointed out that the bids were for a portion of the work. He stated that ARCO/Murray is working on completing an RFQ which will be submitted to the Committee in two to four weeks. He further stated that the City is analyzing

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the costs which ARCO/Murray submitted against a similar construction managers on similar projects. He stated that he was hopeful that when the Committee reviewed the Statement of Qualifications and the cost information it would be comfortable moving forward with ARCO/Murray. Vice Chairman Bram stated that it looked like the soil borings were to be done by 8/18 with a deadline of 8/24 and questioned if that was too close. Mr. Lee Stellakis of ARCO/Murray stated that those borings are the structural borings, earlier work would complete the environmental assessment. He further pointed out that while the bid is the highest on the soils, the per lineal foot price for boring is lowest. Alderman Shea asked if the bids were advertised. Mr. Stellakis stated that they solicited bids from qualified companies with which they have done work before. City Manager Borchert pointed out that the City had received some data on general conditions. The Committee asked that the data be attached to the proposal with the Committee report. The Committee concurred and signed the report.

- 2) Qualifications Based Selection for the WWTP Engineer: Director Streicher presented to the committee results of the qualifications based review of engineers who could do the design for the Wastewater Treatment Plant Anaerobic Digester Project. In April the Public Works Committee asked that staff perform such a review to determine who would be the most qualified candidate for this expensive project. In April 2009 Lintech Engineering completed a capacity analysis of the digesters that indicated that in fact the plant capacity now warrants two additional anaerobic digesters be installed. The budgeted amount of \$5 million is likely enough although that too should be reviewed. After discussion the Committee indicated that it would be more comfortable if staff requested detailed engineering cost proposals from two of the three engineer candidates presented. Those proposals would include some conceptual ideas of how the engineer would approach the project. Director Streicher said he would go back to those engineers and request those proposals which likely would not be available for the Committee to review until sometime in summer.
- 3) WWTP Aerator Upgrade Project, Change Order # 1: Director Streicher went on to discuss change order #1 on the Wastewater Treatment Plant Aerator Diffuser Project. Due to unforeseen conditions in aeration tanks #8, #9 and #10 the contractor had to field modify some of the piping in the bottom of the tanks to fit a different dimension than was expected. The total change order cost comes to \$8,909 and will be added to the next invoice from the contractor to the City.
- 4) Review 2009 Construction Projects/Major 2009/2010 Budget Items: Director Hughes reviewed the current project list and map for 2009/2010. The Committee discussed the state of the budget in general. City Manager Borchert stated that the budget monies are allotted and should be available to be spent. He stated that it looks as though revenues may be coming in about  $\frac{3}{4}$  of a million short but the additional tightening of the belt has probably resulted in an offsetting reduction and expenditures. No action required on this item.



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MAYOR  
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DAVID DYER  
CITY TREASURER  
THOMAS P. BORCHERT  
CITY MANAGER

July 14, 2009

To: Mayor DiCianni and Members of the City Council

Re: Joint Park District/City Committee

The Finance, Council Affairs and Administrative Services Committee met July 13, 2009, 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, and other times as needed.

The Finance Committee has considered this proposal. The Finance Committee believes that ongoing intergovernmental communication that is both timely and effective is desirable. The Finance Committee recognizes that a structured, twice-a-year meeting would be appropriate in terms of consistency, but the Committee also agrees that this joint committee should meet as needed to discuss issues that require input from both governmental bodies.

The Finance Committee supports establishing a joint Park District/City Committee, to meet formally twice a year, and to meet other times on an as needed basis. The Finance Committee also supports the format proposed by the Elmhurst Park District, and recommends that the two City Council members be appointed by the Mayor, from a list of City Council volunteers, for two year terms.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council accept the proposal from the Elmhurst Park District to establish a formal joint Park District/City Committee.

Copies To All  
Elected Officials

7-16-09

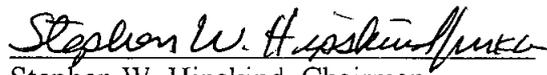
Page 2

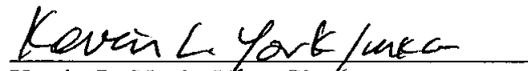
July 14, 2009

To: Mayor DiCianni and Members of the City Council

Re: Joint Park District/City Committee

Respectfully submitted,  
FINANCE, COUNCIL AFFAIRS AND  
ADMINISTRATIVE SERVICES  
COMMITTEE

  
Stephen W. Hipskind, Chairman

  
Kevin L. York, Vice Chairman

  
Mark A. Mulliner

  
Diane Gutenkauf

JointParkDistrictCityCommittee2

*Epin*

O-29-2009

**AN ORDINANCE ESTABLISHING  
SPECIAL SERVICE AREA NUMBER TWELVE  
OF THE CITY OF ELMHURST  
(GLADYS AVENUE)**

---

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

SECTION 1. Authority to Establish Special Service Area. Special Service Area Number Twelve (the "Special Service Area") is established pursuant to the provisions of Article VII, Sections 6A and 6L of the Constitution of the State of Illinois, pursuant to the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq. and pursuant to the Property Tax Code (35 ILCS 200/1-1 et seq.)

SECTION 2. Findings.

- A. That the question of the Special Service Area was considered by the City Council pursuant to an Ordinance O-04-2009 entitled: *An Ordinance Proposing the Establishment of a Special Service Area in the City of Elmhurst and Providing for a Public Hearing and Other Procedures in Connection Therewith,* adopted February 17, 2009, and pursuant to a public hearing held on March 16, 2009, by the City Council pursuant to Notice duly published in the Elmhurst Press, a newspaper having general circulation in the City of Elmhurst, at least fifteen (15) days prior to the hearing, and pursuant to Notice by mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Special Service Area. Said Notice was given by depositing said Notice in the United States mails not less than ten (10) days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the said Notice was sent to the person last listed on the tax rolls prior to that year as the owner of said property. A Certificate of Publication of said Notice and an Affidavit of Mailing of said Notice are attached to this Ordinance as Exhibits 1 and 2. Said Notices conformed in all respects to the requirements of 35 ILCS 200/27-25 and 27-30.
- B. That a public hearing on the question set forth in the Notice was held on March 16, 2009. All interested persons were given an opportunity to be heard on the question of the provision of special municipal services to the area, in addition to services provided to the City generally, including but not limited to, municipal services in connection with the installation/construction of public sidewalks and improvements and appurtenances related thereto within the special service area. The public hearing was finally adjourned on March 16, 2009.

**Copies To All  
Elected Officials**

07-16-09

- C. That following the aforesaid public hearing, a period of sixty (60) days has been provided for the filing of any petition opposing the creation of the Special Service Area pursuant to 35 ILCS 200/27-55 and that during such period of time, no petition satisfying the requirements of said statutory provision has been filed.
- D. That after considering the data, as presented at the public hearing, the City Council finds that it is in the public interest, and in the interest of the Special Service Area, that the Special Service Area, as hereinafter described, be established.
- E. That the Special Service Area is compact and contiguous and constitutes a residential area of the City of Elmhurst.
- F. That it is in the best interests of the Special Service Area that the furnishing of the municipal services proposed be considered for the common interests of the Special Service Area.
- G. That the Special Service Area is zoned for residential purposes and will benefit specially from municipal services proposed to be provided. The proposed municipal services are unique and in addition to the municipal services provided to the City of Elmhurst as a whole.
- H. That the establishment of a special service area for any territory within the Special Service Area has not been proposed during the two year period immediately prior to March 16, 2009.

SECTION 3. City of Elmhurst Special Service Area Number Twelve Established. A Special Service Area to be known and designated as "City of Elmhurst Special Service Area Number Twelve" is hereby established and shall consist of the following described territory:

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

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

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

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

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

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

The permanent tax index number of each parcel located within the Special Service Area is as follows:

03-34-213-007; 03-34-213-008; 03-34-213-009; 03-34-213-010; 03-34-213-011;  
03-34-213-012; 03-34-213-013; 03-34-213-014; 03-34-214-021; 03-34-214-022;  
03-34-214-023; 03-34-214-024; 03-34-214-025; 03-34-214-026; 03-34-214-027;  
03-34-214-065; 03-34-214-066; 03-34-214-067; 03-34-214-030; 03-34-214-031;  
03-34-214-032; 03-34-214-033; 03-34-214-055; 03-34-214-056; 03-34-214-035;  
03-34-214-036; 03-34-214-037; 03-34-214-057; 03-34-214-058; 03-34-214-046;

The Special Service Area is located on the north side of that portion of Gladys Avenue between Garden and West Avenues. A map of the Special Service Area is attached hereto and made a part hereof as Exhibit 3.

SECTION 4. Purpose of Area. The Special Service Area is established to provide special municipal services to said area in addition to services provided to the City generally. Included in said purposes shall be municipal services in connection with the construction and installation of public sidewalks, removal and replacement of driveways, utility structure adjustments, related storm sewer improvements, parkway restoration, parkway tree removal and all other improvements and appurtenances related thereto within the boundaries of the Special Service Area. The Special Service Area is also created so that annual taxes may be levied for the aforesaid services, on the real property in the Special Service Area in addition to all other City taxes; provided that the special annual tax shall not exceed three tenths percent (.30%) of the assessed valuation, as equalized, of the real property in the Special Service Area, said tax to be levied for a maximum of ten (10) years from the date of the first levy therefor. Said taxes shall be levied pursuant to the provisions of the Property Tax Code.

SECTION 5. That the City Clerk is authorized and directed to file a certified copy of this ordinance in the Offices of the DuPage County Recorder and DuPage County Clerk.

SECTION 6. That all ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of the conflict.

SECTION 7. This Ordinance shall be in full force and effect from and after passage and publication according to law.

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

\_\_\_\_\_  
Peter P. DiCianni, III, Mayor

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

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

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

Published in pamphlet form  
this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

## COUNCIL ACTION SUMMARY

SUBJECT: Ordinance Establishing Special Service Area Number Twelve (North Side of Gladys Avenue between Garden and West Avenues)

ORIGINATOR: City Attorney

### DESCRIPTION OF SUBJECT MATTER:

On March 16, 2009, the City Council conducted a public hearing regarding the establishment of Special Service Area No. 12, for the area encompassing those parcels of land having frontage on the north side of Gladys Avenue between Garden and West Avenues. The purpose of this special service area is for the installation of sidewalks and related improvements.

The estimate of the total construction cost is \$156,000.00. The property owners' 50% share would be paid via the special service area tax. The maximum annual special tax would be .30% of the equalized assessed value of the property within the special service area.

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

An ordinance establishing Special Service Area Number Twelve is attached for Council consideration.

# AFFIDAVIT

Customer 13194  
Reference 4036 SSA #12

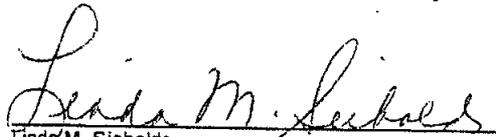
KUBIESA SPIROFF GOSELAR  
533 W NORTH AVE  
STE 204  
ELMHURST, IL 601262143

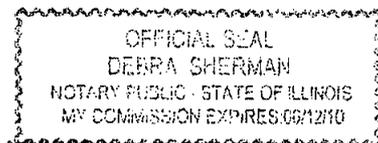
Linda M. Siebolds, agent of GateHouse Media Suburban Newspapers (d/b/a Suburban Life Publications), HEREBY CERTIFIES that he/she is Legal Advertising Manager of GateHouse Media Suburban Newspapers, that said GateHouse Media Suburban Newspapers is a secular newspaper and has been published weekly in the City of Elmhurst, in the county of DuPage and Cook in the state of Illinois, continuously for more than one year prior to, on and since the date of the first publication of the notice hereinafter referred to and is of general circulation throughout the county and the state.

That said agent hereby certifies that GateHouse Media Suburban Newspapers is a newspaper as defined in Chapter 715 et seq. of the Illinois Revised Statutes.

That a notice, of which the annexed printed slip is a true copy, was published 1 (one) time in said GateHouse Media Suburban Newspapers, namely, once each week for one successive week(s). The first publication of said notice as aforesaid was made in said newspaper dated and published on the 20th day of February A.D. 2009 and the last publication thereof was made in said newspaper dated and published on 20th day of February A.D. 2009.

IN WITNESS WHEREOF, the undersigned has caused this certification to be signed this 20th day of February A.D. 2009.

  
Linda M. Siebolds  
Legal Advertising Manager  
GateHouse Media Suburban Newspapers  
(d/b/a Suburban Life Publications)



*Debra Sherman*



**LEGAL NOTICE / PUBLIC NOTICE**  
**NOTICE OF HEARING**  
**CITY OF ELMHURST**  
**SPECIAL SERVICE AREA NUMBER TWELVE**

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

LOTS 11, 12 AND LOTS 36 THROUGH 38, INCLUSIVE, IN BLOCK 3 OF THE 3RD ADDITION TO ELMHURST GARDENS SUBDIVISION, RECORDED ON APRIL 6, 1925 AS DOCUMENT 190764,

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

AND LOTS 41 THROUGH 48, INCLUSIVE, IN BLOCK 5 OF SAID 3RD ADDITION TO ELMHURST GARDENS SUBDIVISION,

AND THE WESTERLY 83 FEET OF SAID JUNIOR TERRACE RIGHT-OF-WAY LYING EAST OF, AND ADJACENT TO, SAID LOT 48 IN BLOCK 5,

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

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

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

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

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

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

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

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

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

By order of the Corporate Authorities of the City of Elmhurst, DuPage and Cook Counties, Illinois.  
Dated this 17th day of February, 2009

/s/ Patty Spencer, City Clerk

**NOTE:** Any person who has a disability requiring a reasonable accommodation to participate in this hearing 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) 530-3000 voice, or (630) 530-8095 TDD, within a reasonable time before the hearing. Requests for a qualified interpreter require five (5) working days' advance notice.

**AFFIDAVIT OF MAILING NOTICE**

Erin K. Van De Walle, on oath deposes and states as follows:

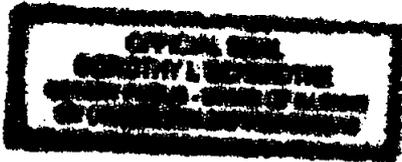
1. That she is the Deputy City Clerk of the City of Elmhurst.
2. That on February 26, 2009 she sent a copy of a Notice of Hearing, a copy of which is attached hereto, by mail addressed to each person or persons in whose names the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed Special Service Area Number Twelve of the City of Elmhurst, and that in the event taxes for the last preceding years were not paid, the said Notice was sent to the person last listed on the tax rolls prior to that year as the Owner of the property.
3. That said notice was given by depositing said Notice in the United States mail, with proper postage prepaid, not less than ten (10) days prior to March 16, 2009 being the time set for the public hearing on the proposed Special Service Area Number Twelve of the City of Elmhurst.

Erin K. Van De Walle, on oath deposes and states that she has read the foregoing document and that the contents thereof are true and correct.

Erin K. Van De Walle  
Erin K. Van De Walle, Deputy City Clerk

Subscribed and Sworn to  
before me this 12<sup>th</sup> day of  
March, 2009.

Arnthya L. Schmittke  
Notary Public



ILLINOIS ROUTE 83 (Robert Kingery Highway)

GARDEN AVE

LORRAINE AVE

CROCKETT AVE

03-34-213-

03-34-214-

-007	-008	-009	-010	-011	-012	-013	-014	-021	-022	-023	-024	-025	-026	-027	-065	-066	-067	-030	-031	-032	-033	-055	-056	-035	-036	-037	-057	-058
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-046

GLADYS AVE

COMSTOCK AVE

ARMITAGE AVE

EXHIBIT

3

Books

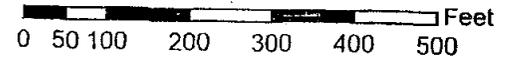
WEST AVE

Addison

Elmhurst

### Elmhurst Special Service Area 12

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



Erin

**SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF ELMHURST AND IUOE LOCAL 150**

This Side Letter of Agreement ("Agreement") is entered into by the City of Elmhurst (the "City") and IUOE Local 150 (the "Union"). In light of the current economic recession, the parties hereby mutually agree to modify the current collective bargaining agreement between them as follows:

1. Beginning upon execution of this Agreement, each employee shall be required to take five (5) unpaid furlough days off before the end of the Fiscal Year (April 30, 2010). Each employee shall take at least three (3) of these furlough days off prior to December 31, 2009, with any remainder being taken off prior to April 30, 2010. The scheduling and rescheduling of furlough days shall be in accordance with the vacation scheduling process set forth in Section 12.4. Furlough days, however, may be taken in either half day or whole day increments. Furlough days shall be considered time worked for the purpose of calculating overtime payments. Moreover, upon execution of this Agreement, the City shall post a furlough day schedule for thirty (30) days, during which employees must make their furlough day selections in accordance with Section 12.4. After that period, no employee may be bumped by a more senior employee from a furlough pick made prior to the end of the thirty (30) day window.

2. The parties agree to the following new contract section:

Compensatory Time Off. Effective upon execution of this Agreement, the City shall grant compensatory time off in lieu of overtime payment at the applicable rate at the employee's election. No employee shall be permitted to accrue more than a maximum of forty (40) hours of compensatory time off (which is equal to twenty-six point six six (26.66) hours worked at time and one half) at any given time. Compensatory shall be considered time worked for the purpose of calculating overtime payments. Overtime approved to be taken as compensatory time must be so indicated by the employee in accordance with City reporting procedures or else it will be paid as overtime. Accumulated compensatory time not taken by the end of a fiscal year may, with the agreement of the employee and the City, be paid to the affected employee on the last scheduled payroll in that Fiscal Year.

For scheduling purposes, compensatory time off shall be treated as vacation time and scheduled by employees in accordance with the vacation scheduling process set forth in Section 12.4

This Section shall terminate (sunset) on April 30, 2011, at 11:59 pm, although employees with compensatory time still on the books will be permitted to schedule and take the time in accordance with Section 12.4.

3. The parties recognize and agree that this Agreement fulfills the City's request for a two percent (2%) throttle on employee wages and benefits. As such, the City hereby rescinds its notice to lay off two employees to meet that 2% throttle number for the 2009-10 Fiscal Year.

4. The City represents that, as of the execution of this Agreement, it has no present intention to lay off bargaining unit employees during the remainder of this Fiscal Year. Both

Copies To All  
Elected Officials  
7-16-09

parties, however, recognize that economic conditions and the City's funding sources are currently in flux, and in the event the financial situation worsens this Fiscal Year, the City may have to consider additional cost cutting measures, including possibly layoffs, to further reduce costs. In light of the Union's concessions this Fiscal Year to save jobs, however, the City shall not lay off any employee this Fiscal Year unless it seeks comparable cost reductions from its unrepresented and represented employees.

5. As the notice of layoff has been rescinded, without prejudice to its position in any future reduction the Union withdraws any grievances it has filed and waives any claims it might have had to this particular notice of layoff and how it was handled,

Agreed this \_\_\_\_th day of July, 2009.

CITY OF ELMHURST

IUOE LOCAL 150

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