

**AGENDA
REGULAR MEETING – MAYOR & BOARD OF TRUSTEES
VILLAGE OF BURR RIDGE**

**April 9, 2012
7:00 p.m.**

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE – Matthew Thomas & Jacob Franco
Elm School**
- 2. ROLL CALL**
- 3. AUDIENCE**
- 4. CONSENT AGENDA – OMNIBUS VOTE**

All items listed with an asterisk (*) are considered routine by the Village Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so request, in which event the item will be removed from the Consent Agenda.

**Mayor for a Day Program
Approval of Proclamation Honoring Mayor-for-a-Day Students
Approval of Proclamation “Burr Ridge Parkway Honorary Naming” April 9, 2012**

**7:00 p.m.
Public Hearing
FY 2012-13 Budget**

5. MINUTES

- *A. Approval of Regular Meeting of March 26, 2012**
- *B. Receive and File Veterans Memorial Committee Meeting of February 29, 2012**
- *C. Receive and File Draft Economic Development Committee Meeting of March 20, 2012**
- *D. Receive and File Draft E-9-1-1 Board Meeting of March 26, 2012**

6. ORDINANCES

- A. Consideration of An Ordinance Adopting the Budget for All Corporate Purposes of the Village of Burr Ridge, DuPage and Cook Counties, Illinois, in Lieu of the Appropriation Ordinance, for the Fiscal Year Commencing on the First Day of May, 2012 and Ending on the Thirtieth Day of April, 2013**
- B. Consideration of An Ordinance of the Village of Burr Ridge, DuPage and Cook Counties, Illinois, Authorizing and Providing for the Issue of (estimated) \$6,055,000 Refunding Debt Certificates, Series 2012, Evidencing the Rights to Payment Under an Installment Purchase Agreement and Providing for the Security for and Means of Payment Under the Agreement for the Certificates (Including Approving the Contract for the Sale of the Certificates)**

- *C. Approval of An Ordinance Granting Special Use Pursuant to the Village of Burr Ridge Zoning Ordinance for Live Entertainment Ancillary to an Existing Restaurant (Z-05-2012: 200-206 Burr Ridge Parkway – Dao, Inc.)
- *D. Approval of An Ordinance Granting Conditional Sign Approval and a Variation of the Village of Burr Ridge Sign Ordinance for the Height of a Wall Mounted Sign, Total Sign Area and for the Orientation of Signs on a Corner Lot (S-01-2012: 1000 Burr Ridge Parkway – Teamsters)

7. RESOLUTIONS

8. CONSIDERATIONS

- A. Consideration of Recommendation to Award Contract for Noise Testing Study – Saia Property
- B. Community Survey Question & Answer
- *C. Approval of Recommendation to Award Contract for Installation of Wireless SCADA Connection
- *D. Approval of Proclamation Designating April 22-28, 2012 as Arbor Day Week
- *E. Approval of Vendor List
- F. Other Considerations – For Announcement, Deliberation and/or Discussion Only – No Official Action will be Taken

9. AUDIENCE

10. REPORTS AND COMMUNICATIONS FROM VILLAGE OFFICIALS

11. ADJOURNMENT

TO: Mayor and Board of Trustees
FROM: Village Administrator Steve Stricker and Staff
SUBJECT: Regular Meeting of April 9, 2012
DATE: April 6, 2012

PLEDGE OF ALLEGIANCE – Matthew Thomas & Jacob Franco, Elm School

MAYOR FOR A DAY PROGRAM

Proclamation – Mayor-for-a-Day Students

Enclosed please find a Proclamation designating Matthew Thomas and Jacob Franco, 4th grade students at Elm School, as “Mayors for a Day” for April 9, 2012. This designation is a result of Matthew placing the winning bid for this item that was donated to the Elm School PTO by Mayor Grasso.

It is our recommendation: that the Proclamation be approved.

Proclamation – Mayor for a Day Official Action

On Monday evening, our “Mayors for a Day” will bring up for an “honorary” vote the enclosed Proclamation that temporarily creates an honorary name for Burr Ridge Parkway. This action will be taken at the beginning of the meeting and the honorary renaming will be in effect all day on Tuesday, April 10.

It is our recommendation: that the Proclamation be approved.

PUBLIC HEARING – FY 2012-13 Budget

Enclosed is the President’s Budget Message, along with the public hearing notice for the FY 2012-13 Budget. The Ordinance adopting the Budget is Item #6A on this agenda. Also enclosed is a new Budget binder that incorporates the revisions resulting from the Budget Workshop of March 12, 2012. Please return your original Budget binder to Village Clerk Karen Thomas at your earliest convenience.

6. ORDINANCES

A. FY 2012-13 Budget Adoption

Enclosed is an Ordinance that adopts the FY 2012-13 Budget in the amount of \$16,694,050 as follows:

General Fund:	
Board and Commissions	355,880
Administration	451,870
Community Development	429,875
Finance	281,800
Central Services	301,290
Police	4,495,860
Public Works	1,469,895
Buildings and Grounds	<u>182,430</u>
Total General Fund	7,968,900
E-911 Fund	111,235
Motor Fuel Tax Fund	336,450
Hotel/Motel Tax Fund	439,620
Restaurant/Place Of Eating Tax Fund	50,500
Capital Improvements Fund	1,127,610
Sidewalks/Pathway Fund	334,300
Equipment Replacement Fund	63,800
Storm Water Management Fund	21,750
Debt Service Fund	837,610
Water Fund	4,020,525
Sewer Fund	422,405
Information Technology Fund	251,665
Police Pension Fund	<u>707,680</u>
Total All Funds	<u>16,694,050</u>

It is our recommendation: that the Ordinance adopting the FY 2012-13 Budget be approved.

B. Refund Series 2012 Debt Certificates

Attached is an ordinance providing for the issuance of refunding debt certificates of the Village's Series 2009 Debt Certificates used to finance the building of the Police station. The debt certificate will be for 5 years with all closing costs and remaining interest rolled into the new principal amount (estimated at \$6,055,000). Annual interest expense will be covered by equity set aside in the Debt Service Fund. Monday morning, April 9th, the Village's financial advisors, Speer Financial, will conduct bidding for the 2012 issue. At the Monday night board meeting Dan Forbes from Speer Financial will provide the Village Board with the final principal and interest costs along with the results of the bidding process for board approval.

It is our recommendation: that the Ordinance be approved.

C. Special Use (Dao Sushi and Thai Restaurant)

Attached is an Ordinance approving a special use for live entertainment complementary to the existing Dao Sushi and Thai Restaurant. The Plan Commission recommended approval of this special use and the Board directed staff to prepare the attached Ordinance.

It is our recommendation: that the Ordinance be approved.

D. Sign Variation/Conditional Sign Approval (Teamsters Local 731)

Attached is an Ordinance granting Conditional Sign approval and sign variations to allow a wall mounted and a ground mounted sign for the existing office building at 1000 Burr Ridge Parkway. Conditional sign approvals are required for the wall sign mounted more than 20 feet above grade and for the total area of the signs exceeding 100 square feet (140 square feet proposed). A variation is required to allow the wall mounted sign to be oriented toward the parking lot rather than toward the corner lot line.

It is our recommendation: that the Ordinance be approved.

7. RESOLUTIONS

8. CONSIDERATIONS

A. Contract for Noise Testing Study – Saia Property

Based on the unwillingness of Saia to pursue further noise abatement possibilities as it relates to the dock plates, as well as the desire of the Chestnut Hills Subdivision residents to have the Village determine whether or not Saia is in compliance with the Village's impulse noise standards, I am recommending that the Village Board contract to have an impulse noise study conducted. I have obtained two quotes for this study:

John Yerges & Associates \$7,300

ECS Midwest LLC \$5,500 (see attached)

Impulse noises will be recorded between the hours of 7:00 p.m. to 7:00 a.m. (at the time of peak onsite activities) on three separate nights and will be collected from three offsite residential areas.

The Chestnut Hills Homeowners' Association has agreed to pay 50% of the cost of the low quote from ECS Midwest LLC to conduct the noise study.

With this in mind, **it is my recommendation** that a contract be awarded to ECS Midwest LLC to conduct an impulse noise study to determine Saia's compliance with the Village's impulse noise standards in an amount not to

exceed \$5,500, with 50% of the cost to be paid by the Chestnut Hills Homeowners' Association.

B. Community Survey Question & Answer

This is an item that will be placed on the agenda for the next several months. Mayor Grasso will present community-asked questions and answers that were generated through the recent Community Survey. The questions and answers will then be placed on our website.

C. Contract for Installation of Wireless SCADA Connection

The FY2011-12 Budget includes \$35,000 for upgrading the Village water distribution system SCADA network to wireless radio communication. The water distribution system is currently controlled from the use of a SCADA system that operates from data acquisition through AT&T landline circuits. These circuits are referred to as 3002 Lines and carry the telemetry data sent from the two water towers and Bedford Park water connection valve vault to the Pump Center where the data is used to control the pump functions and water levels.

The integrity and reliability of the AT&T lines have become an issue over the last several years. There have been many outages and down times after heavy rains and storms caused damage to AT&T equipment and lines. The current trend in the water industry has been to transition to wireless technology in order to attain greater reliability in SCADA system data acquisition. There are two methods of accomplishing this task - cellular phone based or spread spectrum radio based technology. The most desirable method is radio based, as it would eliminate the need to pay for cellular modem use and rely on the cellular provider service. The radio based system would be totally controlled by the Village.

Because of the many design variables and signal strength testing that is required in determining the most suitable system for the Village; it has been difficult to obtain quotations that contain an exact cost without spending additional funds for signal testing for this project. Bids requested for this work that included this testing were received as follows:

Automatic Control Services (ACS) of Naperville	\$34,995
Okeh Electric Company of Arlington Heights	\$42,700
ELAN Technologies of New Lenox	- not received -

The low bid of \$34,995 is from Automatic Control Services (ACS), of Naperville, who designed, installed and maintains the Village of Burr Ridge SCADA system.

It is our recommendation: that a contract for the installation of a wireless SCADA connection be awarded to Automatic Control Services (ACS) in the amount of \$34,995.

D. Proclamation – Arbor Day Week

Attached is a Proclamation designating April 22 to April 28, 2012, as “Arbor Day Week” in the Village of Burr Ridge. Our annual Arbor Day Program will be held at the Village Hall on Monday, April 23, at 6:45 p.m. just prior to the Board meeting.

It is our recommendation: that the Proclamation be approved.

E. Approval of Vendor List

Enclosed is the Vendor List in the amount of \$79,524.76 for all funds, plus \$194,185.72 for payroll, for a grand total of \$273,710.48. The Vendor List includes the following special amount:

- \$15,155.99 – Hitchcock Design Group for I-55/CLR Bridge Enhancements design work

It is our recommendation: that the Vendor List be approved.

**LEGAL NOTICE
VILLAGE OF BURR RIDGE**

The Village of Burr Ridge, Illinois hereby provides:
Notice of Availability of Budget
and Public Inspection
and Notice of Public Hearing

A public hearing on the Village of Burr Ridge Fiscal Year 2012-13
Budget will be held at 7:00 p.m. on Monday April 9, 2012 at the
Village Hall, 7660 South County Line Road, Burr Ridge, Illinois.
The Board of Trustees will consider adoption of the Budget for
Fiscal Year 2012-13 as follows:

	Revenues	Expenditures
General Fund	\$8,007,600	\$7,968,900
E-911 Fund	72,405	111,235
Motor Fuel Tax Fund	336,450	336,450
Hotel/Motel Tax Fund	421,885	439,620
Restaurant/Place of Eating Tax Fund	51,500	50,500
Capital Improvements Fund	1,183,405	1,127,610
Sidewalks/Pathway Fund	72,500	334,300
Equipment Replacement Fund	159,640	63,800
Stormwater Management Fund	29,160	21,750
Debt Service Fund	738,275	837,610
Water Fund	3,922,890	4,020,525
Sewer Fund	318,270	422,405
Information Technology Fund	201,365	251,665
Police Pension Fund	976,650	707,680
Total Expenditures	\$16,491,995	\$16,694,050

The Village of Burr Ridge, Illinois tentative Budget for Fiscal Year
2012-13 has been made available for public inspection at the
Village Hall during regular business hours.
Published in the Suburban Life, March 30, 2012

April 9, 2012

PRESIDENT'S BUDGET MESSAGE

Budget Highlights

The Village Board has reviewed Staff's proposed budget in detail at a workshop held on March 12. As a result, a few changes have been made (see attached report) and the Budget is now in final form. The total FY 12-13 Expenditure Budget, including transfers, amounts to \$16,694,050.

General Fund

The FY 12-13 General Fund Budget reflects a surplus of \$38,700.

Revenues

Revenues for the FY 12-13 General Fund are projected to be \$8,007,600, which is \$203,130 or 2.6% more than the FY 11-12 Budget of \$7,804,470.

Expenditures

The FY 12-13 Expenditures Budget is \$7,968,900, which is \$196,195 or 2.5% more than the FY 11-12 Expenditure Budget of \$7,772,705.

Special Revenue Funds

E-9-1-1 Fund

The E-9-1-1 Fund was established in FY 88-89. FY 12-13 surcharge revenues, based upon \$.60 per month access lines, are estimated to be \$67,050. The total revenue in the E-9-1-1 Fund for FY 12-13 is projected to be \$72,405. Expenditures for FY 12-13 are estimated at \$111,235 with \$129,609 set aside for future Capital Expenditures by the Burr Ridge Police Department, the Tri-State Fire Protection District and the Pleasantview Fire Protection District.

MFT Fund

The FY 12-13 MFT Fund Budget includes a transfer of \$335,700 to the Capital Improvements Fund to help fund the 2012 Road Program. This transfer represents the available funds expected to be approved by IDOT (Illinois Department of Transportation) for the 2012 Road Program.

Hotel/Motel Tax Fund

This year the Hotel/Motel tax will generate \$421,885. The majority of this revenue will be used to fund the marketing plan for Burr Ridge hotels (\$250,000) and pay for gateway landscape maintenance.

Restaurant/Place-of-Eating Tax Fund

The Restaurant/Place-of-Eating Tax Fund is being established in FY 12-13. 25% of the 1% Place-of-Eating Tax will be allocated to this fund to promote local restaurants. Place-of-Eating Tax Revenues in this fund are estimated at \$50,000.

Capital Projects Funds

Capital Improvements Fund

All non-enterprise fund capital improvements are expensed out of the Capital Projects Fund. With this in mind, revenues will come from grants and transfers from other funds. The total FY 12-13 Capital Improvements Budget is \$1,127,610, which includes the cost of the 2012 Road Program in the amount of \$579,660.

Sidewalk/Pathway Improvement Fund

The FY 12-13 Sidewalk/Pathway Budget includes expenditures in the amount of \$334,300, which includes \$308,000 for projects and \$25,000 for annual maintenance. A fund balance of \$372,241 is estimated to exist at the end of FY 12-13.

Capital Equipment Replacement Fund

The Capital Equipment Replacement Fund was established in FY 91-92. This fund currently has a beginning fund balance of \$969,058 and it is anticipated that it will have an ending fund balance at the end of FY 12-13 of \$1,064,898.

Stormwater Management Fund

In FY 08-09, a new Stormwater Management Fund was established to better account for stormwater-related revenues and expenditures. The Fund currently has a beginning fund balance of \$61,805 and it is anticipated that it will have an ending fund balance at the end of FY 12-13 of \$69,215. Due to budget constraints, no new projects are included in the FY 12-13 Budget.

Debt Service Fund

The Debt Service Fund for FY 12-13 includes the payment of principal and interest on G.O. Bond Series 2003 (refinanced 1996 in the amount of \$507,850) and the Hotel/Motel Tax Fund installment loan for gateway beautification in the amount of \$90,540. The principal and interest on the Police Facility Debt Certificate in 2012 is \$56,327.

Water Fund

The Water Fund Budget shows a deficit in the amount of \$97,635. Projected revenues for the Water Fund in FY 12-13 are \$3,922,890 or 7.2% more than the FY 11-12 Budget and \$3,660,040 or 13.9% more than the FY 11-12 estimated actual of \$3,506,310. The

FY 12-13 Expenditure Budget amounts to \$4,020,525 and is \$109,315 or 2.8% more than the FY 11-12 Budget.

Sewer Fund

The Sewer Fund was established to maintain the sewer system in the Cook County portion of the Village. Revenues in the amount of \$318,270 are projected for FY 12-13, with expenditures in the amount \$422,405, leaving a deficit in FY 12-13 of \$104,135.

Information Technology Fund

The Information Technology Fund was established in FY 96-97 to account for all costs related to delivery of information services to the internal departments of the Village. FY 12-13 revenues are estimated at \$201,365, which is comprised primarily of Transfers from the General, Water, and Sewer Funds. FY 12-13 Expenditures are estimated at \$251,665.

Police Pension Fund

The FY 12-13 Police Pension Fund revenues are estimated at \$976,650, of which \$461,230 is projected to be collected from property taxes. Total pension/disability payments equal \$656,850, which is \$106,360 more than budgeted in FY 11-12. Pension/disability payments include four police officers on permanent disability, seven retirees and one survivor spouse. Total Police Pension Fund expenditures equal \$707,680.

Details of each Budget are included in the Budget document. Are there any questions?

PROCLAMATION
"MAYOR FOR A DAY 2012"
APRIL 9, 2012

WHEREAS, in February, 2012, the Elm School PTO conducted an auction as a fundraising event for their school; and

WHEREAS, one of the items up for bid was the honor of being named "Mayor for a Day" in the Village of Burr Ridge and participating in activities that educate and inform our young citizens about the workings of their local government; and

WHEREAS, the winning bid was placed by Matthew Thomas, a 4th grade student at Elm School, who has chosen to share the honor with his friend, Jacob Franco, also a 4th grade student at Elm School; and

WHEREAS, on Monday, April 9, 2012, Matthew and Jacob were invited to spend the day touring Village facilities, meeting Village Staff and learning about the many aspects of Village operations; and

WHEREAS, Matthew and Jacob will participate in the Village Board meeting on the evening of April 9, 2012, by leading the Pledge of Allegiance at the beginning of the meeting and adopting an official action during the meeting;

NOW, THEREFORE, the Village of Burr Ridge, Cook and DuPage Counties, Illinois, does hereby proclaim Matthew Thomas and Jacob Franco as "Mayors for a Day" in the Village of Burr Ridge for Monday, April 9, 2012.

IN WITNESS WHEREOF, I have set my hand this 9th day of April, 2012.

Mayor

ATTEST:

Village Clerk

PROCLAMATION
"Burr Ridge Parkway Honorary Naming"
APRIL 9, 2012

WHEREAS, Matthew Thomas and Jacob Franco have been appointed
"Mayor for a Day" for Monday, April 9, 2012; and

WHEREAS, Mr. Thomas and Mr. Franco, in their official capacity as
"Mayor of Burr Ridge" declare that Burr Ridge Parkway shall be designated as
"_____ Honorary Parkway"; and

WHEREAS, this designation shall be in full force and effect on Tuesday,
April 10, 2012.

NOW, THEREFORE, the Village of Burr Ridge, Cook and DuPage
Counties, Illinois, does hereby proclaim Burr Ridge Parkway will be
designated "_____ Honorary Parkway" on Tuesday, April 10, 2012.

IN WITNESS WHEREOF, I have set my hand this 9th day of April, 2012.

"Mayor for a Day"
Matthew Thomas

"Mayor for a Day"
Jacob Franco

ATTEST:

Village Clerk

SA

REGULAR MEETING

MAYOR AND BOARD OF TRUSTEES, VILLAGE OF BURR RIDGE, IL

March 26, 2012

CALL TO ORDER The Regular Meeting of the Mayor and Board of Trustees of March 26, 2012 was held in the Meeting Room of the Village Hall, 7660 County Line Road, Burr Ridge, Illinois and called to order at 7:00 p.m. by Trustee Paveza.

PLEDGE OF ALLEGIANCE The Pledge of Allegiance was conducted Kalina Jasiak of Pleasantdale Elementary School.

ROLL CALL was taken by the Village Clerk and the results denoted the following present: Trustees Ruzak, Paveza, Wott, Sodikoff, Grela, and Manieri. Absent was Mayor Grasso. Also present were Village Administrator Steve Stricker, Community Development Director Doug Pollock, Public Works Director Paul May, Police Chief John Madden, Village Arborist Gary Gatlin, and Village Clerk Karen Thomas.

There being a quorum, the meeting was open to official business.

AUDIENCE Resident Marty Gleason discussed Paul Douglas and his book titled Ethics in Government.

CONSENT AGENDA – OMNIBUS VOTE After reading the Consent Agenda by Trustee Paveza, motion was made by Trustee Grela and seconded by Trustee Wott that the Consent Agenda – Omnibus Vote, (attached as Exhibit A) and the recommendations indicated for each respective item, be hereby approved.

On Roll Call, Vote Was:

AYES: 6 – Trustees Grela, Wott, Sodikoff, Ruzak, Paveza, Manieri

NAYS: 0 – None

ABSENT: 0 – None

There being six affirmative votes, the motion carried.

APPROVAL OF REGULAR MEETING OF MARCH 12, 2012 were approved for publication under the Consent Agenda by Omnibus Vote.

APPROVAL OF BUDGET WORKSHOP OF MARCH 12, 2012 were approved for publication under the Consent Agenda by Omnibus Vote.

RECEIVE AND FILE (DRAFT) WATER COMMITTEE MEETING OF MARCH 12, 2012 were noted as received and filed under the Consent Agenda by Omnibus Vote.

Regular Meeting
Mayor and Board of Trustees, Village of Burr Ridge
March 26, 2012

RECEIVE AND FILE (DRAFT) HOTEL MARKETING SUBCOMMITTEE MEETING OF MARCH 13, 2012 were noted as received and filed under the Consent Agenda by Omnibus Vote.

RECEIVE AND FILE (DRAFT) PLAN COMMISSION MEETING OF MARCH 19, 2012 were noted as received and filed under the Consent Agenda by Omnibus Vote.

ORDINANCE AMENDING THE ZONING ORDINANCE OF THE VILLAGE OF BURR RIDGE REGARDING ORNAMENTAL LIGHT STANDARDS, OUTDOOR FIREPLACES AND GRILLS, AND THE LOCATION OF POOL EQUIPMENT (Z-07-2012) The Board, under the Consent Agenda by Omnibus Vote, approved the Ordinance amending the Zoning Ordinance of the Village of Burr Ridge regarding Ornamental Light Standards, Outdoor Fireplaces and Grills, and the Location of Pool Equipment (Z-07-2012).
THIS IS ORDINANCE NO. A-834-07-12.

RESOLUTION OF APPRECIATION RECOGNIZING RETIREMENT AFTER 24 YEARS OF SERVICE TO THE VILLAGE OF BURR RIDGE BRYAN DEYOUNG The Board, under the Consent Agenda by Omnibus Vote, adopted the Resolution of Appreciation recognizing retirement after 24 years of service to the Village of Burr Ridge Bryan DeYoung.
THIS IS RESOLUTION NO. R-04-12.

RESOLUTION REGARDING MFT FUNDS PURSUANT TO IDOT AUDIT 1996 – PRESENT (PROJECT 03-00026-00-RS) The Board, under the Consent Agenda by Omnibus Vote, adopted the Resolution regarding MFT Funds pursuant to IDOT Audit 1996 – Present (Project 03-00026-00-RS).
THIS IS RESOLUTION NO. R-05-12.

RESOLUTION REGARDING MFT FUNDS PURSUANT TO IDOT AUDIT 1996 – PRESENT (PROJECT 06-00032-00-RS) The Board, under the Consent Agenda by Omnibus Vote, adopted the Resolution regarding MFT Funds pursuant to IDOT Audit 1996 – Present (Project 06-00032-00-RS).
THIS IS RESOLUTION NO. R-06-12.

RESOLUTION REGARDING MFT FUNDS PURSUANT TO IDOT AUDIT 1996 – PRESENT (PROJECT 07-00035-00-RS) The Board, under the Consent Agenda by Omnibus Vote, adopted the Resolution regarding MFT Funds pursuant to IDOT Audit 1996 – Present (Project 07-00035-00-RS).
THIS IS RESOLUTION NO. R-07-12.

RESOLUTION REGARDING MFT FUNDS PURSUANT TO IDOT AUDIT 1996 – PRESENT (PROJECT 97-00000-00-GM) The Board, under the Consent Agenda by Omnibus Vote, adopted the Resolution regarding MFT Funds pursuant to IDOT Audit 1996 – Present (Project 97-00000-00-GM).
THIS IS RESOLUTION NO. R-08-12.

Regular Meeting
Mayor and Board of Trustees, Village of Burr Ridge
March 26, 2012

PLAN COMMISSION RECOMMENDATION TO APPROVE SPECIAL USE TO ALLOW LIVE ENTERTAINMENT WITHIN AN EXISTING RESTAURANT (Z-05-2012: 200 BURR RIDGE PARKWAY – DAO SUSHI AND THAI RESTAURANT) The Board, under the Consent Agenda by Omnibus Vote, directed staff to prepare an Ordinance approving special use to allow live entertainment within an existing restaurant (Z-05-2012: 200 Burr Ridge Parkway – Dao Sushi and Thai Restaurant).

PLAN COMMISSION RECOMMENDATION TO APPROVE SIGN VARIATION AND CONDITIONAL SIGN APPROVAL (S-01-2012: 1000 BURR RIDGE PARKWAY – TEAMSTERS LOCAL 731) The Board, under the Consent Agenda by Omnibus Vote, directed staff to prepare an Ordinance approving sign variation and conditional sign approval (S-01-2012: 1000 Burr Ridge Parkway – Teamsters Local 731).

RECOMMENDATION TO AWARD CONTRACT FOR 2012 TREE PURCHASE The Board, under the Consent Agenda by Omnibus Vote, approved a contract for the purchase of 58 trees for the 2012 spring planting program from the Suburban Tree Consortium at a cost not to exceed \$8,655.

RECOMMENDATION TO COMPLETE 2012 RESIDENTIAL WATER METER PURCHASE The Board, under the Consent Agenda by Omnibus Vote, approved a contract for the purchase of Sensus iPERL water meters to be awarded to HD Supply Waterworks in the amount of \$63,996.

RECOMMENDATION TO AWARD CONTRACT FOR WATER TOWER INTERIOR INSPECTIONS The Board, under the Consent Agenda by Omnibus Vote, awarded a contract for the inspection and cleaning of the Village's Water Towers to Liquid Engineering Corporation, Billings, Montana in the amount of \$5,892.

RECOMMENDATION TO AWARD CONTRACT FOR REPLACEMENT OF EMERGENCY SIREN AT 451 COMMERCE STREET The Board, under the Consent Agenda by Omnibus Vote, awarded a contract in the amount of \$9,490 to Braniff Communications, Crestwood, Illinois for the purchase and installation of a new emergency warning siren at 451 Commerce Street.

RECEIVE AND FILE RESIGNATION LETTER OF PUBLIC WORKS ADMINISTRATIVE SECRETARY JENNIFER BALANOFF EFFECTIVE MARCH 30, 2012 The Board, under the Consent Agenda by Omnibus Vote, received and filed the resignation letter from Jennifer Balanoff from her position of part-time Public Works Secretary effective March 30, 2012.

RECOMMENDATION TO AUTHORIZE PUBLIC WORKS DIRECTOR TO FILL VACANCY FOR THE POSITION OF PART-TIME ADMINISTRATIVE SECRETARY The Board, under the Consent Agenda by Omnibus Vote, authorized the Public Works Director to hire a part-time Public Works Secretary to fill the vacancy created by the resignation of Jennifer Balanoff.

Regular Meeting
Mayor and Board of Trustees, Village of Burr Ridge
March 26, 2012

REQUEST FOR FAMILY MEDICAL LEAVE ACT LEAVE OF ABSENCE FOR GENERAL UTILITY WORKER II JOHN WERNIMONT The Board, under the Consent Agenda by Omnibus Vote, approved the request for leave of absence under the Family Medical Leave Act for General Utility Worker II John Wernimont.

VOUCHERS FY 11 - 12 in the amount of \$292,972.64 for the period ending March 26, 2012, and payroll in the amount of \$181,896.73 for the period ending March 17, 2012 were approved for payment under the Consent Agenda by Omnibus Vote.

RECOMMENDATION TO AWARD CONTRACT FOR 2012 EMERALD ASH BORER TREATMENT PROGRAM Public Works Director Paul May provided a presentation on the status of the Emerald Ash Borer (EAB) in Burr Ridge. Mr. May presented slides depicting the identification of ash trees and a discussion of the ash tree infestation by the EAB. He explained that it is not believed that the EAB can be eradicated from North America and that all of northeastern Illinois is within a quarantine zone.

Mr. May discussed the local impact noting that in 2008, the Village had 2,247 parkway Ash trees. In addition, he stated that several subdivisions have significant populations of Ash trees. Mr. May stated that to date, over 350 private Ash trees have been removed and 40 public trees removed out of over 1,000 which have been treated.

Mr. May explained the propagation of the EAB, which is approximately ¼ mile per year, but can be 1 mile if the habitat is destroyed. He noted that if a secondary infestation did not occur, propagation would expand such that all of Burr Ridge would be exposed by 2016. Mr. May discussed the alternatives for the affected Ash trees which include removal and replacement, tree injection treatment, and soil injection treatment.

Mr. May discussed the treatment alternatives explaining the process, benefits and costs associated with each, and provided a cost comparison of the options noting that the removal and replacement option is the most expensive option. Mr. May explained that the Village initiated a soil injection program in 2009 and it has limited the Ash tree mortality to 40 of 1,000 trees treated.

Mr. May stated that during the winter of 2012, staff observed EAB infestation throughout the Village and would like to review the treatment plan via a GIS inventory. He explained that the Village has been awarded a \$20,000 Technical Assistance grant which will be utilized for this process. Mr. May stated the goal of the review is to provide for the management of the Ash trees and the development of a long-range EAB Management Plan focusing on selective removal, treatment, and continued public information.

Mr. May concluded stating that during 2012, staff's recommendation is to proceed with the Inventory and Management Plan; provide preliminary removals based on tree health, location and

Regular Meeting
Mayor and Board of Trustees, Village of Burr Ridge
March 26, 2012

staff and budget resources; and authorize the Soil Drench EAB treatment to Kramer Tree Specialists in an amount not to exceed \$60,000.

Village Administrator Steve Stricker stated that in previous years, the treatment is typically started at the beginning of the fiscal year but due to the mild winter and early spring, questioned if that would be the appropriate timing for this year. In response, Mr. May indicated the treatment should begin as soon as possible as treatment is most effective when the tree is in the budding process.

Trustee Wott inquired about the length of time it will take Kramer to treat the Village and Mr. May responded it would take approximately one month to complete.

Trustee Manieri inquired if the GIS inventory would assist in the management of the Ash tree treatment in the future. In response, Mr. May explained how the inventory would pinpoint specific locations of the Ash trees, size, and status to facilitate treatment in the future.

Trustee Manieri questioned if the budget funds were sufficient for removal and replacement in this fiscal year and in response, Mr. May explained the process for replacement and indicated that replacement remained within the budget.

Trustee Paveza commented that with the weather, treatment should begin soon. Mr. Stricker stated that if the Board approves the contract, the \$60,000 would be budgeted into FY 11 – 12 as well as FY 12 – 13 to allow treatment to begin immediately.

Trustee Grela expressed his thanks to Village Arborist Gary Gatlin and Mr. May for their comprehensive presentation and service to the Village.

Trustee Paveza inquired as to why the Ash tree is susceptible to the EAB. Village Arborist Gary Gatlin explained that the Ash tree is the only tree it feeds on and is specific to that tree only.

Motion was made by Trustee Manieri and seconded by Trustee Wott to award a contract for Village-wide Emerald Ash Borer treatment to Kramer Tree Specialists, at the rate of \$2.50 per diameter-inch, not to exceed \$60,000 and to direct Public Works staff to begin the treatment program immediately.

On Roll Call, Vote Was:

AYES: 6 – Trustees Manieri, Wott, Paveza, Sodikoff, Grela, Ruzak

NAYS: 0 – None

ABSENT: 0 – None

There being six affirmative votes, the motion carried.

OTHER CONSIDERATIONS

There were none at this time.

Regular Meeting
Mayor and Board of Trustees, Village of Burr Ridge
March 26, 2012

AUDIENCE There were none at this time.

REPORTS AND COMMUNICATIONS FROM VILLAGE OFFICIALS There were none
at this time

ADJOURNMENT Motion was made by Trustee Wott and seconded by Trustee Grela that the
Regular Meeting of March 26, 2012 be adjourned.

On voice vote the motion carried and the meeting was adjourned at 7:44 p.m.

PLEASE NOTE: Where there is no summary of discussion on any items in the minutes, this
reflects that no discussion occurred other than the introduction of the item.

Karen J. Thomas
Village Clerk
Burr Ridge, Illinois

APPROVED BY the President and Board of Trustees this _____ day of _____,
2012.

5B

BURR RIDGE VETERANS MEMORIAL COMMITTEE
Minutes of Meeting, Wednesday, February 29, 2012

1, Meeting called to order by Chairman Leonard Ruzak at 4:00 P.M.

2. Roll Call:

Present in addition to Chairman Leonard Ruzak, John Curin, Cody Curin,
Andy Anderson, Russell Smith, Excused : Warren Kubistal., Jack Schaus
Absent: Mickey Straub.

3. Minutes of the previous meeting of January 25, 2012 were read. Motion to accept minutes
by John Curin, Second by Russell Smith. Motion carried.

4. Written Financial Report by Jack Schaus, Treasurer, dated February 29, 2012 showed a current
balance of \$36,888.20. Motion to accept Treasurers report by Russell Smith, second by
John Curin. Motion carried.
Detailed Financial Report on file with the Finance Department.

5. Old Business:

Motion by Andy Anderson to pursue information and location of a proposed time capsule. No
second to the motion. Motion dropped.

The contract for the band to play, from 10:00 to 11:00, at the Armed Forces Day Program,
was submitted and accepted by the committee.

Cody Curin is checking into military speakers..

6. New Business:

Treasurers' report shows monetary balance in the Veterans' Memorial account gradually
decreasing. A suggestion by Andy Anderson that we look into investing some monies
into a fund that would pay a higher interest.

7. General discussion:

8. Adjournment:

Motion by John Curin, Second by Andy Anderson to adjourn. Motion carried. Meeting
adjourned at 5:05 P.M. Next meeting will be on March 28, 2012, at 4:00 P.M.

5C

**MINUTES
ECONOMIC DEVELOPMENT COMMITTEE
Tuesday, March 20, 2012**

CALL TO ORDER

The meeting was called to order at 7:30 p.m. by Chairperson Bob Sodikoff

PRESENT

Present were Bob Sodikoff, Josephine Goetz, John Manieri and Sheryl Kern

ABSENT

Absent were Ed Claffy, Mike Donahue, Zach Mottl and Ron Santo

ALSO PRESENT

Village Administrator Steve Stricker; Assistant to the Administrator Lisa Scheiner; Alan Nicholson, of Marriott Hotel; Bob Witkiewicz, of Extended Stay; Vicki Kroll, of Spring Hill Suites; and Phil Yaeger, of Boost Communications

APPROVAL OF MINUTES

A **motion** was made by John Manieri to approve the minutes of January 17, 2012. The motion was **seconded** by Josephine Goetz and **approved** by a vote of 4-0.

CONVERSATION WITH BUSINESS LEADERS

Scott Rolston, Executive Director of the Village Center, was present to provide an update to the Committee on the Village Center. He stated that planning for the summer concerts and the Farmers Market has been completed and that he looks forward to another excellent summer concert series. He stated that the Village Center will be donating \$10,000 to the Village for the purchase of a new tent. He stated that the concerts will begin on Friday, June 8, and the Farmers Market will begin on June 14, with this year having three separate farmers participating.

Mr. Rolston stated that traffic counts have increased each year at the Village Center and he is confident that the Center has become a shopping destination for residents throughout the trade area. He stated that sales in February were up substantially for several businesses and, in total, up 10% from February 2011 to February 2012, with the national average being 4.5%.

Mr. Rolston stated that he is looking forward to having new outdoor patios installed at both Cooper's Hawk and Wok N Fire this year and that Cooper's Hawk had also shown an interest in expanding its indoor facility, but that he was still negotiating with neighboring businesses to open up the space to allow this to happen.

Mr. Rolston stated that, overall, the Center is currently 68.8% full and that in 2011 Clark Street Sports and Wok N Fire were the two major additions. He stated that, in 2012, he hopes to sign up Francesca's Collectibles and Soma. He also indicated that he is looking forward to the renovation of the Starbuck's to allow them to sell beer and wine at their facility. In response to a question from Trustee John Manieri, Mr. Rolston stated that Starbuck's was not interested in any additional square footage.

Mr. Rolston stated that he is working with several additional restaurants, including two pizza restaurants and some fast food restaurants. He stated that he is also in conversations with a pet store and another men's store.

Chairperson Bob Sodikoff thanked Mr. Rolston for the update.

PROPOSED FY 12-13 HOTEL/MOTEL TAX FUND BUDGET

Administrator Stricker presented the Committee with the proposed FY 2012-13 Hotel/Motel Tax Fund Budget. He stated that it is expected that the fund would have available reserves of \$190,472 at the beginning of FY 12-13, with revenues projected at \$416,530 and expenditures of \$439,620, drawing down on reserves by the amount of \$17,735. He stated that gateway landscape maintenance went up substantially this past year and was in the amount of \$44,300 and gateway projects were in the amount of \$34,025. He stated that the normal programs for Tourism Promotions was in the amount of \$20,000 and the transfer to Debt Service this year doubled to \$90,545 due to the anticipated purchase of an installment loan for the Village's portion of the ITEP Grant costs. He stated that this would leave \$250,000 for hotel marketing, which was a reduction of \$11,000 from the previous year.

FY 12-13 HOTEL MARKETING PLAN

Phil Yaeger, of Boost Communications, presented the Committee with the Hotel Marketing Subcommittee's recommended marketing plan for 2012-13. Mr. Yaeger began his presentation by discussing the hotel performance measures vs. the three other hotel groups that are in competition with Burr Ridge, including Oak Brook, Willowbrook and Midway Airport/Bedford Park. He stated that, over the past five years, the Average Daily Rate, the Revenue to Available Room Rate and the Room Revenue in Burr Ridge all improved greater than any of the other hotel groups. He stated that the hotel industry in general is poised for continued growth in 2012, as the economy improves. He stated that the 2012 marketing program increased awareness and interest in Burr Ridge with the use of both online and offline promotions, including six print business publications, seven online business website newsletters/online ad media outlets, five local newspapers, three outdoor boards and two online advertising networks.

Mr. Yaeger stated that the Hotel Marketing Subcommittee's current model is the "natural alternative." He stated that what the Marketing Subcommittee would like to pursue is the idea that Burr Ridge as an alternative is not only less expensive, but a better value.

Mr. Yaeger stated that because of the fact that the Village Center is doing so well, it has also helped the hotels, as it allows for travelers who use the hotels to also shop and visit the restaurants, as well as the Kohler Spa. He stated that Burr Ridge is not only a place to stay, but also a place to enjoy and that he would be using these concepts in the 2012-13 marketing strategy, which included the following:

1. Evolving our message to communicate the uniqueness of Burr Ridge vs. the competition.
2. Targeting residents within a 15-mile radius of the Village, touting convenient location for out-of-town guests, banquet facilities, etc.
3. Using outdoor boards to remind out-of-town business and leisure travelers that the hotels should be their choice for staying overnight in the Chicagoland area.
4. Increasing the use of social media, including Facebook and Twitter.
5. Concentrating on meeting planners, group tour companies and group tour planners through trade publications, online advertising and direct mail programs.
6. Building relations with nearby attractions, as well as McCormick Place.
7. Leveraging free distribution of Burr Ridge hotels literature through five IDOT travel centers.
8. Upgrading the Burr Ridge hotels website.
9. Continuing to track performance through the Star Reports.
10. Co-promoting Burr Ridge along with the Village Center and restaurants throughout the year as opportunities present themselves.

Mr. Yaeger presented the 2012-13 Marketing Calendar, as well as the Budget, as follows:

DESCRIPTION	NOTES	COST
Business Media	Off-line and Online	\$20,000
Social/Leisure/Radio Media	Newspaper, Radio	\$25,000
Outdoor Boards	I-55 North and South	\$75,000
Online Advertising	Media Networks	\$30,000
Website, Improvements, Upgrades and Maintenance	Upgrade, new CMS, Updates	\$25,000
Creative Development	NP, Outdoor, DM, Literature, Online	\$25,000
Group Tour Media/Direct Mail	Group Tour Operators	\$20,000
Social Media Program	Facebook, Twitter, Blog	\$12,000
Agency Services	Management, Media Planning and Buying	\$18,000
TOTAL BUDGET		\$250,000

Trustee Manieri questioned the use of billboards. In response, Mr. Yaeger stated that the Subcommittee has used billboards for several years and he felt that they were effective. However, he stated that, this year, the Subcommittee is talking about securing a billboard on I-294 southbound, as opposed to on I-55 northbound, in order to continue to create awareness of Burr Ridge hotels for residents and travelers coming from the north and O'Hare Airport.

Hotel Marketing Subcommittee Chairperson Bob Witkiewicz stated that he felt that the overall program gave us the best bang for the buck. He stated that, although all of the four hotels are different in nature, they work together to highlight the advantages that they have.

Administrator Stricker stated that the Hotel Marketing Subcommittee discussed at great length the idea of working more closely with McCormick Place, but in order to do so, the hotels would need to join the Chicago Convention and Visitors Bureau. Mr. Yaeger stated that the cost of joining the Bureau for the four hotels would be approximately \$4,000.

Vicki Kroll, of Spring Hill Suites, stated that, when there are over 40,000 people attending a convention, her hotel naturally gets the overflow business. Chairperson Witkiewicz agreed, stating that, before the Burr Ridge hotels will fill up, all of the Midway Airport hotels will fill up to handle the overflow.

Trustee Manieri stated his concern that \$75,000 was earmarked for outdoor boards, which is over 25% of the budget.

In response to a question from Chairperson Bob Sodikoff regarding how much money the individual hotels were spending on marketing, Bob Witkiewicz stated that his marketing is done from the national company on a national basis. Ms. Kroll also stated that that would be done through the parent corporation. Alan Nicholson, of Marriott Hotel, stated that his hotel does some individual marketing, with the majority of the marketing done by the parent corporation. As an example, Mr. Nicholson stated that the Marriott spends \$5,000 a year on wedding promotions.

After considerable discussion, a **motion** was made by Sheryl Kern to approve the FY 12-13 Budget, including the \$250,000 Marketing Plan. The motion was **seconded** by Josephine Goetz and **approved** by a vote of 2-1, with Trustee Manieri voting negatively and Chairperson Sodikoff abstaining. Chairperson Sodikoff stated that he would present his views at the Budget public hearing at the Village Board meeting on April 9.

SEE YOU DOWNTOWN VIDEOS

Assistant to the Administrator Lisa Scheiner presented the Committee with the Shop, Dine, Stay, and Spas/Salons draft videos that were still in production. Ms. Scheiner stated that we expect to have these videos online within the next month.

PLACE-OF-EATING TAX UPDATE

Administrator Stricker indicated that the Village Board had approved the Place-of-Eating Tax and that it will become effective on May 1, 2012. He stated that the Mayor and Board will need to appoint a Restaurant Marketing Subcommittee to discuss how to promote the Village's restaurants as a destination spot for dining. He indicated that, for budgeting purposes, \$200,000 was expected to be generated from the new Place-of-Eating Tax, with the Village Board agreeing to put aside \$50,000 for restaurant marketing.

FUTURE AGENDA ITEMS

It was agreed that Staff should continue to attempt to secure either representatives of M & M Mars or Case to come to the Economic Development Committee meeting.

OTHER BUSINESS

Administrator Stricker reminded the Committee that he had sent an email out a month ago regarding the possibility of providing a Class 6B Tax Incentive to NuFarm Industries, which was an existing Burr Ridge firm that was looking to purchase a property on Tower Drive in the Cook County portion of the Village to renovate and expand. He stated that, during the due diligence phase, NuFarm had found several additional environmental issues with the building that would exceed their budget expectations. He stated that, with that in mind, NuFarm asked for this issue to be tabled. Chairperson Sodikoff commented that this was a good example of Village Staff getting too far out in front of the issues relating to possible incentives for businesses and stated that Staff should be more careful in offering potential incentives until the businesses have all their ducks in a row.

ADJOURNMENT

There being no further business, a **motion** was made by John Manieri to adjourn the meeting. The motion was **seconded** by Sheryl Kern and **approved** by a vote of 4-0. The meeting was adjourned at 9:25 p.m.

Respectfully submitted,

Steve Stricker
Village Administrator

SD

**MINUTES
E-9-1-1 BOARD
Meeting of March 26, 2012**

CALL TO ORDER

Chairperson Barbara Miklos called the meeting to order at 6:15 p.m.

ROLL CALL

Present: Barbara Miklos, Brooks Fuller, Bob Jewell and Police Chief John Madden

Absent: Jerome Connolly

Also Present: Village Administrator Steven Stricker and Pleasantview Fire Chief Kevin Doyle

APPROVAL OF MINUTES

A **motion** was made by Bob Jewell to approve the minutes of the April 14, 2011 meeting. The motion was **seconded** by Brooks Fuller and **approved** by a vote of 4-0.

BRPD PURCHASE OF MOTOROLA RADIO EQUIPMENT

Police Chief John Madden explained that he had been working with the director of the DuPage County ETSB to purchase radios through DuPage County, but it was decided that the equipment should be purchased directly from Motorola rather than the DuPage County ETSB. Chief Madden stated that he is in contact with Motorola representatives in an attempt to obtain the discounted pricing and service incentives that were granted to the DuPage County ETSB. Village Administrator Steve Stricker stated that, if it appears that the Police Chief could not work out an arrangement with Motorola and DuPage County prior to May 1, he will re-budget this expenditure for FY 12-13.

FY 2012-13 E-9-1-1 BUDGET

Administrator Stricker presented the E-9-1-1 Board with the proposed FY 2012-13 Budget. He stated that the budget was basically the same as in previous years, with revenues from 9-1-1 surcharge in the amount of \$67,050 and contractual services to Southwest Center Dispatch and AT&T in the amount of \$39,925. He stated that this year the Fire District had requested \$70,560 for a new CAD System. Administrator Stricker stated that, currently, the Tri-State Fire Protection District has \$19,887 available in reserves, Pleasantview Fire Protection District has \$70,560 in reserves and the Village of Burr Ridge has \$205,907 in reserves.

PURCHASE E-9-1-1 EQUIPMENT FOR PLEASANTVIEW FIRE DISTRICT

Fire Chief Kevin Doyle presented the Committee with a report on the need to replace the Fire District's 20-year old CAD System. He stated that the system is obsolete and no longer meets the needs of the Fire Department. He stated that Pleasantview FPD is one of the few Districts that do not have MDTs in vehicles because their current CAD System does not allow it.

In response to a question from Administrator Stricker, Chief Doyle stated that the total cost of the project will be around \$127,665, of which he is requesting \$70,560 to be paid from E-9-1-1 funds, which is the amount that is currently available to the Pleasantview FPD.

In response to a question from Bob Jewell, Chief Doyle stated that the remaining cost will come from grants and potentially Foreign Fire Board revenues. Chief Doyle explained that the Foreign

MINUTES/E-9-1-1 BOARD
Meeting of March 26, 2012
Page 2

Fire Board revenues come from premiums that are paid by out-of-state insurance companies. He also indicated the possibility that the Fireman's Association would also donate funds for the purchase.

In response to a question from Administrator Stricker, Chief Doyle stated that the purchase would include both MDTs and AVL equipment to track location of vehicles.

In response to a question from Chairperson Barbara Miklos regarding if the Tri-State FPD has MDTs, Tri-State representative Bob Jewell stated that Tri-State has had MDTs in their vehicles for several years.

After some discussion, a **motion** was made by Bob Jewell to approve the FY 2012-13 E-9-1-1 Budget. The motion was **seconded** by Brooks Fuller and **approved** by a vote of 4-0.

A **motion** was made by Brooks Fuller to recommend approval of the Pleasantview Fire Protection District request to receive E-9-1-1 funds to replace its CAD System in the amount of \$70,560. The motion was **seconded** by Bob Jewell and **approved** by a vote of 4-0.

WIRELESS E-9-1-1 UPDATE/SOUTHWEST CENTRAL DISPATCH UPDATE

Due to the fact that Bob Shanley, of Southwest Central Dispatch, was not present, there was no update presented on these issues.

POLICE DEPARTMENT UPDATE

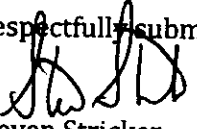
Chief John Madden outlined the current staffing in the Burr Ridge Police Department and the fact that one of his Sergeants was about to retire. He stated that the number of calls in 2011 actually decreased by 10% and part-time crimes were down 19%.

In response to a question from Bob Jewell regarding his position on the concept of cell phone use in vehicles and texting while driving, Chief Madden stated that he is opposed to the use of cell phones in vehicles, especially texting. He indicated that a young woman was in an accident just the other day and it was believed that the accident was caused by the fact that she was using her cell phone while driving.

ADJOURNMENT

There being no further business, a **motion** was made by Bob Jewell to adjourn the meeting. The motion was **seconded** by Brooks Fuller and **approved** by a vote of 4-0. The meeting was adjourned at 7:00 p.m.

Respectfully submitted,


Steven Stricker
Village Administrator

SS:bp

6A

ORDINANCE NO. ____

AN ORDINANCE ADOPTING THE BUDGET FOR ALL CORPORATE PURPOSES OF THE VILLAGE OF BURR RIDGE, DUPAGE AND COOK COUNTIES, ILLINOIS, IN LIEU OF THE APPROPRIATION ORDINANCE, FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2012 AND ENDING ON THE THIRTIETH DAY OF APRIL, 2013

WHEREAS, On April 9, 2012, a public hearing on a proposed budget for all corporate purposes of the Village of Burr Ridge for the fiscal year commencing on the first day of May 2012, was held, pursuant to legal notice published on March 30, 2012, in The Suburban Life, a newspaper having a general circulation within the Village of Burr Ridge; and

WHEREAS, April 30, 2012, a copy of said proposed budget was available for public inspection at the Municipal Building of the Village of Burr Ridge during regular business hours;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Burr Ridge, DuPage and Cook counties, Illinois, as follows:

Section 1: The budget for all corporate purposes of the Village of Burr Ridge, DuPage and Cook Counties, for the fiscal year commencing on the first day of May, 2012 and ending on the thirtieth day of April, 2013, as presented to and approved by the Board of Trustees on April 9, 2012, attached hereto as Exhibit A, and incorporated by reference herein as a public record, is hereby adopted.

Section 2: The Budget Adoption Ordinance is in lieu of the statutory appropriation ordinance, and the following amounts set forth in the Budget for the various corporate purposes shall constitute the aggregate amount of the appropriations for the Village of Burr Ridge, DuPage and Cook Counties, Illinois.

General Fund:	
Board and Commissions	355,880
Administration	451,870
Community Development	429,875
Finance	281,800
Central Services	301,290
Police	4,495,860
Public Works	1,469,895
Buildings and Grounds	<u>182,430</u>
Total General Fund	7,968,900
E-911 Fund	111,235
Motor Fuel Tax Fund	336,450
Hotel/Motel Tax Fund	439,620
Restaurant/Place Of Eating Tax Fund	50,500
Capital Improvements Fund	1,127,610
Sidewalks/Pathway Fund	334,300
Equipment Replacement Fund	63,800
Storm Water Management Fund	21,750
Debt Service Fund	837,610
Water Fund	4,020,525
Sewer Fund	422,405
Information Technology Fund	251,665
Police Pension Fund	<u>707,680</u>
Total All Funds	<u>16,694,050</u>

Itemization of all revenues and expenditures is attached hereto as Exhibit A.

Section 3: This Ordinance shall be in full force and effect after its passage, approval, and publications in pamphlet form as required by law. The Village clerk is hereby directed and ordered to publish the Ordinance in pamphlet form.

ADOPTED this 9th day of April, 2012, by a roll call vote as follows:

AYES:

NAYS

ABSENT:

APPROVED by the President of the Village of Burr Ridge on the 9th day of April, 2012.

Village President

ATTEST:

Village Clerk

**CHIEF FISCAL OFFICER'S CERTIFICATION OF
ESTIMATED AND AVAILABLE REVENUE FOR THE
VILLAGE OF BURR RIDGE, DU PAGE AND COOK COUNTIES, ILLINOIS,
FOR THE FISCAL YEAR BEGINNING MAY 1, 2012 AND ENDING APRIL 30, 2013**

I, Steven S. Stricker, do hereby certify that I am the chief fiscal officer of the Village of Burr Ridge, Du Page and Cook Counties Illinois; and further certify that the estimated and available revenues by source and fund, for the Village of Burr Ridge for the fiscal year beginning May 1, 2012 and ending April 30, 2013 are estimated to be as follows:

General Fund Summary

Estimated Fund Balance May 1, 2012	4,458,541
------------------------------------	-----------

Estimated Revenue

Taxes	5,541,590
Licenses	48,330
Permits And Fees	269,000
Intergovernmental	904,460
Charges For Services	484,420
Fines And Forfeitures	155,000
Cost Recoverable	266,800
Miscellaneous Revenues	323,000
Other	15,000
Transfers	<u>0</u>

Estimated Available	<u><u>12,466,141</u></u>
---------------------	--------------------------

E-911 Fund Summary

Estimated Fund Balance May 1, 2012	168,439
------------------------------------	---------

Estimated Revenue

Charges For Services	67,050
Miscellaneous Revenues	<u>5,355</u>

Estimated Available	<u><u>240,844</u></u>
---------------------	-----------------------

Motor Fuel Tax Fund Summary

Estimated Fund Balance May 1, 2012	0
------------------------------------	---

Estimated Revenue

Intergovernmental	329,930
Miscellaneous	<u>6,520</u>

Estimated Available	<u><u>336,450</u></u>
---------------------	-----------------------

CFO Certification of Estimated and Available Revenue: Fiscal Year May 1, 2012 – April 30, 2013

Hotel/Motel Tax Fund Summary

Estimated Fund Balance May 1, 2012	190,472
Estimated Revenue	
Taxes	416,530
Miscellaneous Revenues	5,355
Other	<u>0</u>
Estimated Available	<u><u>612,357</u></u>

Restaurant/Place of Eating Tax Fund Summary

Estimated Fund Balance May 1, 2012	0
Estimated Revenue	
Taxes	50,000
Miscellaneous Revenues	1,500
Other	<u>0</u>
Estimated Available	<u><u>51,500</u></u>

Capital Improvement Fund Summary

Estimated Fund Balance May 1, 2012	965,194
Estimated Revenue	
Intergovernmental	100,000
Miscellaneous Revenues	385,705
Other	362,000
Transfers	<u>335,700</u>
Estimated Available	<u><u>2,148,599</u></u>

Sidewalk/Pathway Fund Summary

Estimated Fund Balance May 1, 2012	634,041
Estimated Revenue	
Intergovernmental	0
Miscellaneous Revenues	<u>72,500</u>
Estimated Available	<u><u>706,541</u></u>

CFO Certification of Estimated and Available Revenue: Fiscal Year May 1, 2012 – April 30, 2013

Equipment Replacement Fund Summary

Estimated Fund Balance May 1, 2012	969,058
Estimated Revenue	
Miscellaneous Revenues	24,910
Transfers	<u>134,730</u>
Estimated Available	<u><u>1,128,698</u></u>

Storm Water Management Fund

Estimated Fund Balance May 1, 2012	61,805
Estimated Revenue	
Miscellaneous Revenues	29,160
Transfers	<u>0</u>
Estimated Available	<u><u>90,965</u></u>

Debt Service Fund Summary

Estimated Fund Balance May 1, 2012	3,111,042
Estimated Revenue	
Taxes	507,850
Intergovernmental	23,170
Miscellaneous Revenues	116,710
Other	0
Transfers	<u>90,545</u>
Estimated Available	<u><u>3,849,317</u></u>

Water Fund Summary

Estimated Fund Balance May 1, 2012	3,761,614
Estimated Revenue	
Charges For Services	3,642,890
Miscellaneous Revenues	<u>280,000</u>
Estimated Available	<u><u>7,684,504</u></u>

CFO Certification of Estimated and Available Revenue: Fiscal Year May 1, 2012 – April 30, 2013

Sewer Fund Summary

Estimated Fund Balance May 1, 2012	1,636,189
Estimated Revenue	
Charges For Services	253,430
Miscellaneous Revenues	<u>64,840</u>
	<u>1,954,459</u>

Information Technology Fund Summary

Estimated Fund Balance May 1, 2012	224,418
Estimated Revenue	
Miscellaneous Revenues	6,610
Transfers	<u>194,755</u>
Estimated Available	<u>425,783</u>

Police Pension Fund Summary

Estimated Fund Balance May 1, 2012	11,973,819
Estimated Revenue	
Miscellaneous Revenues	<u>976,650</u>
Estimated Available	<u>12,950,469</u>

Village Administrator

ATTEST:

Village Clerk

6B

ORDINANCE NO. _____

AN ORDINANCE of the Village of Burr Ridge, DuPage and Cook Counties, Illinois, authorizing and providing for the issue of (estimated) \$6,055,000 Refunding Debt Certificates, Series 2012, evidencing the rights to payment under an Installment Purchase Agreement and providing for the security for and means of payment under the Agreement for the Certificates.

PREAMBLES

WHEREAS

A. The Village of Burr Ridge, DuPage and Cook Counties, Illinois (the "*Village*"), is a municipality and unit of local government of the State of Illinois (the "*State*") operating, *inter alia*, under and pursuant to the following laws:

1. the Illinois Municipal Code (the "*Municipal Code*");
2. the Local Government Debt Reform Act of the State (the "*Debt Reform Act*"); and
3. all other Omnibus Bond Acts of the State;

in each case, as supplemented and amended (collectively, "*Applicable Law*").

B. Pursuant to the Installment Purchase Provisions of the Debt Reform Act, as amended, the Village has the powers as follows:

The governing body of each governmental unit may purchase or lease either real or personal property, including investments, investment agreements, or investment services, through agreements that provide that the consideration for the purchase or lease may be paid through installments made at stated intervals for a period of no more than 20 years or another period of time authorized by law, whichever is greater *provided, however*, that investments, investments agreements or investment services purchased in connection with a bond issue may be paid through installments made at stated intervals for a period of time not in excess of the maximum term of such bond issue. Each governmental unit may issue certificates evidencing the indebtedness incurred under the lease or agreement. The governing body may provide for the treasurer, comptroller, finance

officer, or other officer of the governing body charged with financial administration to act as counter-party to any such lease or agreement, as nominee lessor or seller. When the lease or agreement is executed by the officer of the governmental unit authorized by the governing body to bind the governmental unit thereon by the execution thereof and is filed with and executed by the nominee lessor or seller, the lease or agreement shall be sufficiently executed so as to permit the governmental unit to issue certificates evidencing the indebtedness incurred under the lease or agreement. The certificates shall be valid whether or not an appropriation with respect thereto is included in any annual or supplemental budget adopted by the governmental unit. From time to time, as the governing body executes contracts for the purpose of acquiring and constructing the services or real or personal property that is a part of the subject of the lease or agreement, including financial, legal, architectural, and engineering services related to the lease or agreement, the governing body shall order the contracts filed with its nominee officer, and that officer shall identify the contracts to the lease or agreement; that identification shall permit the payment of the contract from the proceeds of the certificates; and the nominee officer shall duly apply or cause to be applied proceeds of the certificates to the payment of the contracts. The governing body of each governmental unit may sell, lease, convey, and reacquire either real or personal property, or any interest in real or personal property, upon any terms and conditions and in any manner, as the governing body shall determine, if the governmental unit will lease, acquire by purchase agreement, or otherwise reacquire the property, as authorized by this subsection or any other applicable law.

All indebtedness incurred under this subsection, when aggregated with the existing indebtedness of the governmental unit, may not exceed the debt limits provided by applicable law.

C. Pursuant to said provisions, the Mayor and Board of Trustees of the Village (the "*Corporate Authorities*") previously entered into an Installment Purchase Agreement described as follows:

INSTALLMENT PURCHASE AGREEMENT for purchase of real or personal property, or both, for the purpose of paying the costs of certain capital improvements in and for the Village, including, but not limited to, a new police station, dated the 15th day of September, 2009, in and for the Village of Burr Ridge, DuPage and Cook Counties, Illinois.

(the "*Prior Agreement*") and issued certificates evidencing the debt thereunder, designated "*Taxable Debt Certificates, Series 2009*," in the amount of \$5,885,000, dated September 15, 2009, due on December 15, 2012, and subject to redemption prior to maturity at the option of the Village as a whole or in part on December 15, 2011, or on any date thereafter, at the redemption price of par plus accrued interest to the date of redemption (the "*Prior Certificates*").

D. In order to restructure the debt burden of the Village, the Corporate Authorities have determined that it is necessary and in the best interests of the Village to refund the Prior Certificates, avail of the provisions of the Installment Purchase Provisions of the Debt Reform Act and issue refunding debt certificates, evidencing the indebtedness incurred under the Prior Agreement, in the amount of \$_____, in form and having such details as set forth below in the text of this Ordinance.

E. In accordance with the provisions of the ordinance authorizing the issuance of the Prior Certificates, the Corporate Authorities have further determined that it is necessary and in the best interests of the Village to call the Prior Certificates for redemption prior to maturity on their earliest practicable call date.

NOW THEREFORE Be It Ordained by the Mayor and Board of Trustees of the Village of Burr Ridge, DuPage and Cook Counties, Illinois, as follows:

Section 1. Definitions. Words and terms used in this Ordinance shall have the meanings given them unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

A. The following words and terms are as defined in the preambles hereto.

Applicable Law
Corporate Authorities
Debt Reform Act
Installment Purchase Provisions of the Debt Reform Act
Municipal Code
Prior Agreement
Prior Certificates
State
Village

B. The following words and terms are defined as set forth.

"Certificate Fund" means the fund established and defined as such in this Ordinance.

"Certificate Moneys" means moneys on deposit in the Certificate Fund.

"Certificate Register" means the books of the Village kept by the Certificate Registrar to evidence the registration and transfer of the Certificates.

"Certificate Registrar" means U.S. Bank National Association, Chicago, Illinois, in its respective capacities as registrar and paying agent hereunder, or a successor designated as Certificate Registrar hereunder.

"Certificates" means the \$_____ Refunding Debt Certificates, Series 2012, authorized to be issued by this Ordinance.

"Clerk" means the Village Clerk of the Village.

"Code" means the Internal Revenue Code of 1986, as amended.

"Mayor" means the Mayor of the Village.

"Purchase Price" means the price to be paid by the Purchaser pursuant to the Purchase Contract for the Certificates, to-wit \$_____.

"Purchaser" means the purchaser of the Certificates, namely, _____

_____, _____, _____.

“*Record Date*” means the 15th day next preceding any regular or other interest payment date.

“*Treasurer*” means the Village Treasurer of the Village.

C. Definitions also appear in the preambles hereto or in specific sections, as appear below. The headings in this Ordinance are for the convenience of the reader and are not a part of this Ordinance.

Section 2. Incorporation of Preambles. The Corporate Authorities hereby find that the recitals contained in the preambles to this Ordinance are true, correct, and complete and do incorporate them into this Ordinance by this reference.

Section 3. Determination to Issue Certificates. It is necessary and in the best interests of the Village to refund the Prior Certificates and borrow money for the purpose of financing the same and, in evidence thereof, provide for the issuance and delivery of the Certificates evidencing the indebtedness incurred under the Prior Agreement.

Section 4. Prior Agreement is a General Obligation; Annual Appropriation. The Village hereby represents, warrants, and agrees that the obligation to make the payments due under the Prior Agreement shall be a lawful direct general obligation of the Village payable from the corporate funds of the Village and such other sources of payment as are otherwise lawfully available. The Village represents and warrants that the total amount due the seller under the Prior Agreement, together with all other indebtedness of the Village, is within all statutory and constitutional debt limitations. The Village agrees to appropriate funds of the Village annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Prior Agreement.

Section 5. Certificate Details. For the purpose of refunding the Prior Certificates, there shall be issued and sold the Certificates in the amount of \$ _____. The Certificates

shall be designated "Refunding Debt Certificates, Series 2012"; shall be dated _____, 2012 (the "*Dated Date*"); and shall also bear the date of authentication thereof. The Certificates shall be in fully registered form, shall be in denominations of \$5,000 each and authorized integral multiples thereof (but no single Certificate shall represent installments of principal maturing on more than one date), shall be numbered 1 and upward, shall become due and payable serially (subject to prior redemption as hereinafter described) on December 15, 2017, and shall bear interest at the rate of ____% per annum.

Each Certificate shall bear interest from the later of its Dated Date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Certificate is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable June 15 and December 15 of each year, commencing on June 15, 2012.

Interest on each Certificate shall be paid by check or draft of the Certificate Registrar, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Certificate is registered at the close of business on the applicable Record Date, and mailed to the registered owner of the Certificate at the address as shown in the Certificate Register or at such other address furnished in writing by such registered owner. The principal of the Certificates shall be payable in lawful money of the United States of America upon presentation thereof at the principal corporate trust office maintained for such purpose of the Certificate Registrar as currently maintained, as may be relocated from time to time, or at a successor Certificate Registrar and locality.

Section 6. Execution; Authentication. The Certificates shall be executed on behalf of the Village by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and shall have impressed or imprinted thereon the corporate seal

or facsimile thereof of the Village. In case any such officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Certificates shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Certificate Registrar as authenticating agent of the Village and showing the date of authentication. No Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Certificate Registrar by manual signature, and such certificate of authentication upon any such Certificate shall be conclusive evidence that such Certificate has been authenticated and delivered under this Ordinance. The certificate of authentication on any Certificate shall be deemed to have been executed by it if signed by an authorized officer of the Certificate Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Certificates issued hereunder.

Section 7. Registration of Certificates; Persons Treated as Owners.

(a) *General.* The Village shall cause books (the "*Certificate Register*") for the registration and for the transfer of the Certificates as provided in this Ordinance to be kept at the principal corporate trust office maintained for such purpose by the Certificate Registrar, which is hereby constituted and appointed the registrar of the Village for the Certificates. The Village is authorized to prepare, and the Certificate Registrar or such other agent as the Village may designate shall keep custody of, multiple Certificate blanks executed by the Village for use in the transfer and exchange of Certificates. Subject to the provisions of this Ordinance relating to the Certificates in Book-Entry Form, any Certificate may be transferred or exchanged, but only in

the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance.

Upon surrender for transfer or exchange of any Certificate at the principal corporate trust office of the Certificate Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Certificate Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the Village shall execute and the Certificate Registrar shall authenticate, date, and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Certificate or Certificates of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount. The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen days next preceding mailing of a notice of redemption of any Certificate. The execution by the Village of any fully registered Certificate shall constitute full and due authorization of such Certificate; and the Certificate Registrar shall thereby be authorized to authenticate, date, and deliver such Certificate; *provided, however,* the principal amount of Certificates of each maturity authenticated by the Certificate Registrar shall not at any one time exceed the authorized principal amount of Certificates for such maturity less the amount of such Certificates which have been paid. The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Certificate shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and

discharge the liability upon such Certificate to the extent of the sum or sums so paid. No service charge shall be made to any registered owner of Certificates for any transfer or exchange of Certificates, but the Village or the Certificate Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Certificates except in the case of the issuance of a Certificate or Certificates for the unredeemed portion of a Certificate surrendered for redemption.

(b) *Global Book-Entry System.* The Certificates shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities of the Certificates determined as described in Section 6 hereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the Certificate Register in the name of Cede & Co., or any successor thereto ("*Cede*"), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns ("*DTC*"). All of the outstanding Certificates shall be registered in the Certificate Register in the name of Cede, as nominee of DTC, except as hereinafter provided. The Mayor and the Clerk and the Certificate Registrar are each authorized to execute and deliver, on behalf of the Village, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "*Representation Letter*"), which Representation Letter may provide for the payment of principal of or interest on the Certificates by write transfer.

With respect to Certificates registered in the Certificate Register in the name of Cede, as nominee of DTC, the Village and the Certificate Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Certificates from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "*DTC Participant*") or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the

immediately preceding sentence, the Village and the Certificate Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Certificate as shown in the Certificate Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Certificate as shown in the Certificate Register, of any amount with respect to the principal of or interest on the Certificates. The Village and the Certificate Registrar may treat and consider the person in whose name each Certificate is registered in the Certificate Register as the holder and absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Certificate Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the respective registered owners of the Certificates, as shown in the Certificate Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Village's obligations with respect to payment of the principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a registered owner of a Certificate as shown in the Certificate Register, shall receive a Certificate evidencing the obligation of the Village to make payments of principal and interest with respect to any Certificate. Upon delivery by DTC to the Certificate Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 6 hereof with respect to the payment of interest to the

registered owners of Certificates at the close of business on the applicable Record Date, the name "Cede" in this Ordinance shall refer to such new nominee of DTC.

In the event that (i) the Village determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the Village the Certificate Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the Village determines that it is in the best interests of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Village shall notify DTC and DTC Participants of the availability through DTC of certificated Certificates and the Certificates shall no longer be restricted to being registered in the Certificate Register in the name of Cede, as nominee of DTC. At that time, the Village may determine that the Certificates shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the Village, or such depository's agent or designee, and if the Village does not select such alternate universal book-entry system, then the Certificates may be registered in whatever name or names registered owners of Certificates transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Notwithstanding any other provisions of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the name provided in the Representation Letter.

Section 8. Redemption. The Certificates shall be subject to redemption prior to maturity at the option of the Village from any available funds, as a whole or in part in integral multiples of \$5,000 as determined by the Village (less than all of the Certificates to be selected

by the Certificate Registrar), on December 15, 2016, and on any date thereafter, at the redemption price of par plus accrued interest to the redemption date.

The Certificates shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. The Village shall, at least forty-five (45) days prior to the redemption date (unless a shorter time period shall be satisfactory to the Certificate Registrar) notify the Certificate Registrar of such redemption date and of the principal amount of Certificates to be redeemed. For purposes of any redemption of less than all of the outstanding Certificates, the particular Certificates or portions of Certificates to be redeemed shall be selected by lot by the Certificate Registrar from the Certificates of such maturity by such method of lottery as the Certificate Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Certificates or portions thereof so that any \$5,000 Certificate or \$5,000 portion of a Certificate shall be as likely to be called for redemption as any other such \$5,000 Certificate or \$5,000 portion. The Certificate Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Certificates to be redeemed or the time of the giving of official notice of redemption.

The Certificate Registrar shall promptly notify the Village in writing of the Certificates or portions of Certificates selected for redemption and, in the case of any Certificate selected for partial redemption, the principal amount thereof to be redeemed.

Section 9. Redemption Procedure. Unless waived by any holder of Certificates to be redeemed, notice of the call for any such redemption shall be given by the Certificate Registrar on behalf of the Village by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Certificate or Certificates to be redeemed at the address shown on the Certificate

Register or at such other address as is furnished in writing by such registered owner to the Certificate Registrar.

All notices of redemption shall state:

- (1) the redemption date;
- (2) the redemption price;
- (3) if less than all outstanding Certificates are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Certificates to be redeemed;
- (4) that on the redemption date the redemption price will become due and payable upon each such Certificate or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date;
- (5) the place where such Certificates are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Certificate Registrar; and
- (6) such other information then required by custom, practice or industry standard.

Prior to any redemption date, the Village shall deposit with the Certificate Registrar an amount of money sufficient to pay the redemption price of all the Certificates or portions of Certificates which are to be redeemed on that date.

Notice of redemption having been given as aforesaid, the Certificates or portions of Certificates so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Certificates or portions of Certificates shall cease to bear interest. Upon surrender of such Certificates for redemption in accordance with said notice,

such Certificates shall be paid by the Certificate Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Certificate, there shall be prepared for the registered holder a new Certificate in the amount of the unpaid principal.

If any Certificate or portion of a Certificate called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid or duly provided for, bear interest from the redemption date at the rate borne by the Certificate or portion of Certificate so called for redemption. All Certificates which have been redeemed shall be cancelled and destroyed by the Certificate Registrar and shall not be reissued.

Section 10. Form of Certificate. The Certificates shall be in substantially the form hereinafter set forth; *provided, however*, that if the text of the Certificates is to be printed in its entirety on the front side of the Certificates, then the second paragraph on the front side and the legend "See Reverse Side for Additional Provisions" shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

[FORM OF CERTIFICATE - FRONT SIDE]

REGISTERED
No. 1

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF DUPAGE
VILLAGE OF BURR RIDGE
REFUNDING DEBT CERTIFICATE, SERIES 2012

See Reverse Side for
Additional Provisions.

Interest _____ Maturity _____ Dated _____ CUSIP _____
Rate: _____% Date: December 15, 2017 Date: _____, 2012 Number: _____

Registered Owner: CEDE & Co.

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the Village of Burr Ridge, DuPage and Cook Counties, Illinois, a municipality and political subdivision of the State of Illinois (the "*Village*"), hereby acknowledges itself to owe and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Certificate identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on June 15 and December 15 of each year, commencing June 15, 2012, until said Principal Amount is paid or duly provided for. The principal of this Certificate is payable in lawful money of the United States of America upon presentation hereof at the principal corporate trust office of U.S. Bank National Association, Chicago, Illinois, as paying agent and registrar (the "*Certificate Registrar*"). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Certificate Registrar at the close of business on the applicable Record Date (the "*Record Date*"). The Record Date shall be the 15th day next preceding any regular or other

interest payment date. Interest shall be paid by check or draft of the Certificate Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Certificate Registrar, or as otherwise agreed by the Village and the Certificate Registrar and a qualified securities clearing corporation as depository, or nominee, for so long as this Certificate shall be in Book Entry Form as provided for same.

Reference is hereby made to the further provisions of this Certificate set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts, and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Certificate, including Applicable Law as defined herein, have existed and have been properly done, happened, and been performed in regular and due form and time as required by law; that the obligation to make payments due hereon are a lawful direct general obligation of the Village payable from the corporate funds of the Village and such other sources of payment as are otherwise lawfully available; that the total amount due under the Agreement, represented by the Certificates, together with all other indebtedness of the Village, is within all statutory and constitutional debt limitations; and that the Village shall appropriate funds annually and in a timely manner so as to provide for the making of all payments hereon when due. THE OWNER OF THIS CERTIFICATE ACKNOWLEDGES THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE VILLAGE OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

This Certificate shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Certificate Registrar.

IN WITNESS WHEREOF the Village of Burr Ridge, DuPage and Cook Counties, Illinois, by its Mayor and Board of Trustees, has caused this Certificate to be executed by the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized facsimile signature of the Village Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

Mayor

ATTEST:

Village Clerk

[SEAL]

Date of Authentication: _____, 20__

CERTIFICATE
OF
AUTHENTICATION

Certificate Registrar and Paying Agent:
U.S. Bank National Association
Chicago, Illinois

This Certificate is one of the Certificates described in the within-mentioned Ordinance and is one of the Refunding Debt Certificates, Series 2012, having a Dated Date of _____, 2012, of the Village of Burr Ridge, DuPage and Cook Counties, Illinois.

U.S. BANK NATIONAL ASSOCIATION,
as Certificate Registrar

By _____
Authorized Officer

[FORM OF CERTIFICATE - REVERSE SIDE]

This Certificate is one of a series (the "*Certificates*") in the aggregate principal amount of \$_____ issued by the Village for the purpose of refunding certain outstanding obligations of the Village, all as described and defined in the ordinance authorizing the Certificates (the "*Ordinance*"), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and in particular as supplemented by the Local Government Debt Reform Act of the State of Illinois, as amended, and the other Omnibus Bond Acts of the State of Illinois (collectively, "*Applicable Law*"), and with the Ordinance, which has been duly passed by the Mayor and Board of Trustees of the Village on the 9th day of April, 2012, in all respects as by law required. The Certificates have been issued in evidence of the indebtedness incurred pursuant to a certain Installment Purchase Agreement (the "*Agreement*"), dated as of the 15th day of September, 2009, entered into by and between the Village and its Treasurer, as Seller-Nominee, to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the holder by the acceptance of this certificate assents.

This Certificate is subject to provisions relating to registration, transfer, and exchange; redemption and notice and procedure for redemption; and such other terms and provisions relating to security and payment as are set forth in the Ordinance; to which reference is hereby expressly made; and to all the terms of which the registered owner hereof is hereby notified and shall be subject.

The Village and the Certificate Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the Village nor the Certificate Registrar shall be affected by any notice to the contrary.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

[Here insert identifying number such as
TID, SSN, or other]

(Name and Address of Assignee)

the within Certificate and does hereby irrevocably constitute and appoint _____

as attorney to transfer the said Certificate on the books kept for registration thereof with full
power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered
Owner as it appears upon the face of the within Certificate in every particular,
without alteration or enlargement or any change whatever.

Section 11. Sale of Certificates. The Certificates shall be executed as in this Ordinance
provided as soon after the passage hereof as may be, shall be deposited with the Treasurer, and
shall thereupon be delivered to the Purchaser upon payment of the Purchase Price. The contract
for the sale of the Certificates to the Purchaser (the "*Purchase Contract*") is hereby in all
respects approved and confirmed, it being hereby found and determined that the Certificates have
been sold at such price and bear interest at such rates that neither the true interest cost (yield) nor
the net interest rate received upon such sale exceed the maximum rate otherwise authorized by
Illinois law and that the Purchase Contract is in the best interests of the Village and that no
person holding any office of the Village, either by election or appointment, is in any manner
financially interested directly in his or her own name or indirectly in the name of any other

person, association, trust or corporation, in the Purchase Contract for the sale of the Certificates to the Purchaser.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Certificates (the "*Official Statement*") is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the Corporate Authorities are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Official Statement, the Official Statement and the Certificates.

Section 12. Creation of Funds and Appropriations.

A. There is hereby created the "*Refunding Debt Certificates, Series 2012, Certificate Fund*" (the "*Certificate Fund*"), which shall be the fund for the payment of the principal of and interest on the Certificates. Accrued interest and premium, if any, received upon delivery of the Certificates shall be deposited into the Certificate Fund and be applied to pay the first interest coming due on the Certificates. Funds lawfully available for the purpose shall be deposited into the Certificate Fund and used solely and only for the purpose of paying the principal of and interest on the Certificates. Interest income or investment profit earned in the Certificate Fund shall be retained in the Certificate Fund for payment of the principal of or interest on the Certificates on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the Corporate Authorities, transferred to such other fund as may be determined. Moneys in the Certificate Fund shall be applied to pay interest when due and principal when due at maturity.

B. The amount necessary from the proceeds of the Certificates shall be used either to pay expenses directly at the time of issuance of the Certificates, and may be so paid by the

Purchaser, or be deposited into a separate fund, hereby created, designated the "*Expense Fund*," to be used to pay expenses of issuance of the Certificates. Disbursements from such fund shall be made from time to time as necessary. Moneys not disbursed from the Expense Fund within six (6) months shall be transferred by the appropriate financial officers for deposit into the Certificate Fund.

C. The amount necessary from the proceeds of the Certificates, together with such additional amounts as may be necessary from the general funds of the Village, shall be used to refund the Prior Certificates as the same are redeemed on June 15, 2012, and deposited with U.S. Bank National Association, Chicago, Illinois, the paying agent for the Prior Certificates, at Closing (as hereinafter defined). At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser on behalf of the Village from the proceeds of the Bonds.

Section 13. Call of the Prior Certificates. In accordance with the redemption provisions of the ordinance authorizing the issuance of the Prior Certificates, the Village, by the Corporate Authorities, does hereby make provision for and does hereby call (subject only to the delivery of the Certificates) the Prior Certificates for redemption on June 15, 2012.

Section 14. Non-Arbitrage and Tax-Exemption. One purpose of this Section is to set forth various facts regarding the Certificates and to establish the expectations of the Corporate Authorities and the Village as to future events regarding the Certificates and the use of Certificate proceeds. The certifications, covenants and representations contained herein and at the time of the Closing are made on behalf of the Village for the benefit of the owners from time to time of the Certificates. In addition to providing the certifications, covenants and representations contained herein, the Village hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control

(including, without limitation, making or permitting any use of the proceeds of the Certificates) if taking, permitting or omitting to take such action would cause any of the Certificates to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the Certificates to be included in the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service (“IRS”) of the exemption from federal income taxation for interest paid on the Certificates, under present rules, the Village may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination. The Corporate Authorities and the Village certify, covenant and represent as follows:

1.1. Definitions. In addition to such other words and terms used and defined in this Ordinance, the following words and terms used in this Section shall have the following meanings unless, in either case, the context or use clearly indicates another or different meaning is intended:

“*Affiliated Person*” means any Person that (a) at any time during the six months prior to the execution and delivery of the Certificates, (i) has more than five percent of the voting power of the governing body of the Village in the aggregate vested in its directors, officers, owners, and employees or, (ii) has more than five percent of the voting power of its governing body in the aggregate vested in directors, officers, board members or employees of the Village or (b) during the one-year period beginning six months prior to the execution and delivery of the Certificates, (i) the composition of the governing body of which is modified or established to reflect (directly or indirectly) representation of the interests of the Village (or there is an agreement, understanding, or arrangement relating to such a modification or establishment during that one-year period) or (ii) the composition of the governing body of the Village is modified or established to reflect (directly or indirectly) representation of the interests of such Person (or there is an agreement, understanding, or arrangement relating to such a modification or establishment during that one-year period).

“*Bond Counsel*” means Chapman and Cutler LLP or any other nationally recognized firm of attorneys experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds.

“*Capital Expenditures*” means costs of a type that would be properly chargeable to a capital account under the Code (or would be so chargeable with a proper election)

under federal income tax principles if the Village were treated as a corporation subject to federal income taxation, taking into account the definition of Placed-in-Service set forth herein.

"Closing" means the first date on which the Village is receiving the purchase price for the Certificates.

"Commingled Fund" means any fund or account containing both Gross Proceeds and an amount in excess of \$25,000 that are not Gross Proceeds if the amounts in the fund or account are invested and accounted for, collectively, without regard to the source of funds deposited in the fund or account. An open-ended regulated investment company under Section 851 of the Code is not a Commingled Fund.

"Control" means the possession, directly or indirectly through others, of either of the following discretionary and non-ministerial rights or powers over another entity:

(a) to approve and to remove without cause a controlling portion of the governing body of a Controlled Entity; or

(b) to require the use of funds or assets of a Controlled Entity for any purpose.

"Controlled Entity" means any entity or one of a group of entities that is subject to Control by a Controlling Entity or group of Controlling Entities.

"Controlled Group" means a group of entities directly or indirectly subject to Control by the same entity or group of entities, including the entity that has Control of the other entities.

"Controlling Entity" means any entity or one of a group of entities directly or indirectly having Control of any entities or group of entities.

"Costs of Issuance" means the costs of issuing the Certificates, including underwriters' discount and legal fees.

"De minimis Amount of Original Issue Discount or Premium" means with respect to an obligation (a) any original issue discount or premium that does not exceed two percent of the stated redemption price at maturity of the Certificates plus (b) any original issue premium that is attributable exclusively to reasonable underwriter's compensation.

"External Commingled Fund" means a Commingled Fund in which the Village and all members of the same Controlled Group as the Village own, in the aggregate, not more than ten percent of the beneficial interests.

"GIC" means (a) any investment that has specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate and (b) any agreement to supply investments on two or more future dates (*e.g.*, a forward supply contract).

"Gross Proceeds" means amounts in the Certificate Fund and Sale Proceeds and investment earnings thereon used to refund the Prior Certificates and pay Costs of Issuance. If, contrary to the expectations described in this Section, moneys or investments are pledged or otherwise set aside for payment of principal of or interest on the Certificates, any amounts are derived from the sale of any right that is part of the terms of a Certificate or is otherwise associated with a Certificate (*e.g.*, a redemption right), or the Village enters into any agreement to maintain certain levels of types of assets for the benefit of a holder of a bond or any credit enhancement with respect to the Certificates, such amounts may also constitute gross proceeds. Further, if any Certificate-financed property is sold or otherwise disposed of, contrary to the expectations described in this Section, any amounts received from such sale or other disposition may also constitute Gross Proceeds.

"Person" means any entity with standing to be sued or to sue, including any natural person, corporation, body politic, governmental unit, agency, authority, partnership, trust, estate, association, company, or group of any of the above.

"Placed-in-Service" means the date on which, based on all facts and circumstances (a) a facility has reached a degree of completion that would permit its operation at substantially its design level and (b) the facility is, in fact, in operation at such level.

"Prior Certificate Fund" means the fund or funds established in connection with the issuance of the Prior Certificates to pay the debt service on the Prior Certificates.

"Prior Certificate Proceeds" means amounts actually or constructively received from the sale of the Prior Certificates and all other amounts properly treated as gross proceeds of the Prior Certificates under the Regulations, including (a) amounts used to pay underwriters' discount or compensation and accrued interest, other than accrued interest for a period not greater than one year before the Prior Certificates were issued but only if it is to be paid within one year after the Prior Certificates were issued and (b) amounts derived from the sale of any right that is part of the terms of a Prior Certificate or is otherwise associated with a Prior Certificate (*e.g.*, a redemption right).

"Prior Project" means the facilities financed, directly or indirectly with the proceeds of the Prior Certificates.

"Private Business Use" means any use of the Prior Project by any Person other than a state or local government unit, including as a result of (i) ownership, (ii) actual or beneficial use pursuant to a lease or a management, service, incentive payment, research or output contract or (iii) any other similar arrangement, agreement or understanding, whether written or oral, except for use of the Prior Project on the same basis as the

general public. Private Business Use includes any formal or informal arrangement with any person other than a state or local governmental unit that conveys special legal entitlements to any portion of the Prior Project that is available for use by the general public or that conveys to any person other than a state or local governmental unit any special economic benefit with respect to any portion of the Prior Project that is not available for use by the general public.

"Qualified Administrative Costs of Investments" means (a) reasonable, direct administrative costs (other than carrying costs) such as separately stated brokerage or selling commissions, but not legal and accounting fees, recordkeeping, custody and similar costs; or (b) all reasonable administrative costs, direct or indirect, incurred by a publicly offered regulated investment company or an External Commingled Fund.

"Qualified Tax Exempt Obligations" means (a) any obligation described in Section 103(a) of the Code, the interest on which is excludable from gross income of the owner thereof for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed by Section 55 of the Code; (b) an interest in a regulated investment company to the extent that at least ninety-five percent of the income to the holder of the interest is interest which is excludable from gross income under Section 103 of the Code of any owner thereof for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed by Section 55 of the Code; and (c) certificates of indebtedness issued by the United States Treasury pursuant to the Demand Deposit State and Local Government Series program described in 31 C.F.R. pt. 344.

"Rebate Fund" means the fund, if any, identified and defined in paragraph 4.2 herein.

"Rebate Provisions" means the rebate requirements contained in Section 148(f) of the Code and in the Regulations.

"Regulations" means United States Treasury Regulations dealing with the tax-exempt bond provisions of the Code.

"Reimbursed Expenditures" means expenditures of the Village paid prior to Closing to which Sale Proceeds or investment earnings thereon are or will be allocated.

"Reserve Portion of the Certificate Fund" means the portion of the Certificate Fund funded in excess of the amount of debt service payable each year.

"Sale Proceeds" means amounts actually or constructively received from the sale of the Certificates, including (a) amounts used to pay underwriters' discount or compensation and accrued interest, other than accrued interest for a period not greater than one year before Closing but only if it is to be paid within one year after Closing and (b) amounts derived from the sale of any right that is part of the terms of a Certificate or is otherwise associated with a Certificate (*e.g.*, a redemption right).

"Transferred Proceeds" means amounts actually or constructively received from the sale of the Prior Certificates, plus investment earnings thereon, which have not been spent prior to the date principal on the Prior Certificates is discharged by the Certificates.

"Yield" means that discount rate which when used in computing the present value of all payments of principal and interest paid and to be paid on an obligation (using semiannual compounding on the basis of a 360-day year) produces an amount equal to the obligation's purchase price (or in the case of the Certificates, the issue price as established in paragraph 5.1 hereof), including accrued interest.

"Yield Reduction Payment" means a rebate payment or any other amount paid to the United States in the same manner as rebate amounts are required to be paid or at such other time or in such manner as the Internal Revenue Service may prescribe that will be treated as a reduction in Yield of an investment under the Regulations.

2.1. Purpose of the Certificates. The Certificates are being issued solely and exclusively to currently refund the Prior Certificates in a prudent manner consistent with the revenue needs of the Village. A breakdown of the sources and uses of funds is set forth in the preceding Section of this Ordinance.

2.2. Certificate Fund Investment. The investment earnings on the Certificate Fund will be spent to pay interest on the Certificates, or to the extent permitted by law, investment earnings on amounts in the Certificate Fund will be commingled with substantial revenues from the governmental operations of the Village, and the earnings are reasonably expected to be spent for governmental purposes within six months of the date commingled. Interest earnings on the Certificate Fund have not been earmarked or restricted by the Corporate Authorities for a designated purpose.

2.3. Reimbursement. None of the Sale Proceeds or investment earnings thereon will be used for Reimbursed Expenditures.

2.4. Working Capital. All Sale Proceeds and investment earnings thereon will be used, directly or indirectly, to pay principal of, interest on and redemption premium (if any) on the Prior Certificates, other than the following:

- (a) payments of interest on the Certificates for the period commencing at Closing and ending on the later of (i) date one year after the date on which the Prior Project is Placed-in-Service or (ii) three years after the Closing;

- (b) Costs of Issuance and Qualified Administrative Costs of Investments;

- (c) payments of rebate or Yield Reduction Payments made to the United States under the Regulations;

- (d) principal of or interest on the Certificates paid from unexpected excess Sale Proceeds and investment earnings thereon; and

(e) investment earnings that are commingled with substantial other revenues and are reasonably expected to be spent within six months of the date of the commingling.

2.5. *Consequences of Contrary Expenditure.* The Village acknowledges that if Sale Proceeds and investment earnings thereon are spent other than as permitted by paragraph 2.4 hereof, a like amount of then available funds of the Village will be treated as unspent Sale Proceeds.

2.6. *Investment of Certificate Proceeds.* No portion of the Certificates is being issued solely for the purpose of investing a portion of Sale Proceeds or investment earnings thereon at a Yield higher than the Yield on the Certificates.

2.7. *No Grants.* None of the Sale Proceeds or investment earnings thereon will be used to make grants to any person.

2.8. *Hedges.* Neither the Village nor any member of the same Controlled Group as the Village has entered into or expects to enter into any hedge (e.g., an interest rate swap, interest rate cap, futures contract, forward contract or an option) with respect to the Certificates or the Prior Certificates. The Village acknowledges that any such hedge could affect, among other things, the calculation of Certificate Yield under the Regulations. The Internal Revenue Service could recalculate Certificate Yield if the failure to account for the hedge fails to clearly reflect the economic substance of the transaction.

The Village also acknowledges that if it acquires a hedging contract with an investment element (including, e.g., an off-market swap agreement, or any cap agreement for which all or a portion of the premium is paid at, or before the effective date of the cap agreement), then a portion of such hedging contract may be treated as an investment of Gross Proceeds of the Certificates, and be subject to the fair market purchase price rules, rebate and yield restriction. The Village agrees not to use proceeds of the Certificates to pay for any such hedging contract in whole or in part. The Village also agrees that it will not give any assurances to any Certificate holder or any credit or liquidity enhancer with respect to the Certificates that any such hedging contract will be entered into or maintained. The Village recognizes that if a portion of a hedging contract is determined to be an investment of gross proceeds, such portion may not be fairly priced even if the hedging contract as a whole is fairly priced.

2.9. *Internal Revenue Service Audits.* The Village represents that the Internal Revenue Service has not contacted the Village regarding the Prior Certificates or any other obligations issued by or on behalf of the Village. To the best of the knowledge of the Village, no such obligations of the Village are currently under examination by the Internal Revenue Service

3.1. *Use of Proceeds.* (a) The use of the Sale Proceeds and investment earnings thereon and the funds held under this Ordinance at the time of Closing are described in Section 12 of this Ordinance.

(b) Sale Proceeds of the Certificates will be deposited with the paying agent for the Prior Certificates and will be used to redeem the Prior Certificates on _____, 2012. There are no funds or accounts created under this Ordinance, other than the Certificate Fund, the Expense Fund (if created) and the Rebate Fund if it is created as provided in paragraph 4.2 hereof. No amounts, regardless of source, are being deposited into these funds at Closing.

(c) Principal of and interest on the Certificates will be paid from the Certificate Fund.

(d) Any Costs of Issuance incurred in connection with the issuance of the Certificates to be paid by the Village will be paid from Sale Proceeds at the time of Closing.

3.2. *Purpose of Certificate Fund.* The Certificate Fund (other than the Reserve Portion of the Certificate Fund) will be used primarily to achieve a proper matching of revenues and earnings with principal and interest payments on the Certificates in each bond year. It is expected that the Certificate Fund (other than the Reserve Portion of the Certificate Fund) will be depleted at least once a year, except for a reasonable carry over amount not to exceed the greater of (a) the earnings on the investment of moneys in the Certificate Fund (other than the Reserve Portion of the Certificate Fund) for the immediately preceding bond year or (b) 1/12th of the principal and interest payments on the Certificates for the immediately preceding bond year.

The Village will levy taxes to produce an amount sufficient to pay all principal of and interest on the Certificates in each bond year. To minimize the likelihood of an insufficiency, the amount extended to pay the Certificates may in most years be in excess of the amount required to pay principal and interest within one year of collection. This over-collection (if any) may cause the Certificate Fund as a whole to fail to function as a bona fide debt service fund. Nevertheless, except for the Reserve Portion of the Certificate Fund, the Certificate Fund will be depleted each year as described above. The Reserve Portion of the Certificate Fund will constitute a separate account not treated as part of the bona fide debt service fund. The Reserve Portion of the Certificate Fund is subject to yield restriction requirements except as it may otherwise be expected as provided in 5.2 below. It is also subject to rebate requirements.

3.3. *The Prior Certificates.* (a) The Prior Certificates were issued on September 15, 2009, pursuant to a duly authorized ordinance authorizing the issuance of the Prior Certificates. The Village elected to treat the Prior Certificates as build America bonds as defined in Section 54AA of the Code that are qualified bonds as defined in Section 54AA(g) of the Code. Absent such elections, the Prior Certificates would have been tax-exempt obligations, the interest on which would have been excludable from

gross income under Section 103 of the Code. As of the date of Closing, all of the Sale Proceeds of the Prior Certificates and investment earnings thereon were completely spent.

(b) As of the date hereof, no Prior Certificate Proceeds or money or property of any kind (including cash) is on deposit in any fund or account, regardless of where held or the source thereof, with respect to the Prior Certificates or any credit enhancement or liquidity device relating to the foregoing, or is otherwise restricted to pay the Village's obligations.

(c) The Prior Certificate Fund was used primarily to achieve a proper matching of revenues and earnings with principal and interest payments on the Prior Certificates in each bond year. The Prior Certificate Fund was depleted at least once a year, except for a reasonable carry over amount not to exceed the greater of (i) the earnings on the investment of moneys in such account for the immediately preceding bond year or (ii) one-twelfth (1/12th) of the principal and interest payments on the related issue of the Prior Certificates.

(d) At the time the Prior Certificates were issued, the Village reasonably expected to spend at least 85% of the proceeds (including investment earnings) of such issue for non-refunding purposes within three years of such date and such proceeds were so spent. Not more than 50% of the proceeds of the Prior Certificates to be used for non-refunding purposes was invested in investments having a substantially guaranteed Yield for four years or more.

(e) The Prior Certificates do not include, directly or indirectly in a series, any advance refunding obligations.

(f) The Village has not been notified that the Prior Certificates are under examination by the Internal Revenue Service, and to the best of the Village's knowledge the Prior Certificates are not under examination by the Internal Revenue Service.

(g) The Village acknowledges that (i) the final rebate payment with respect to the Prior Certificates may be required to be made sooner than if the refunding had not occurred and (ii) the final rebate is due 60 days after the Prior Certificates are paid in full.

3.4. Call of Prior Certificates. The Prior Certificates will be redeemed within 90 days of the Closing. Sale proceeds will be deposited with the paying agent for the Prior Certificates to effect the redemption of the Prior Certificates.

3.5. No Other Gross Proceeds. (a) Except for the Certificate Fund, Sale Proceeds and investment earnings thereon used to redeem the Prior Certificates and pay Costs of Issuance and except for investment earnings that have been commingled as described in paragraph 2.2 and any credit enhancement or liquidity device related to the Certificates, after the issuance of the Certificates, neither the Village nor any member of the same Controlled Group as the Village has or will have any property, including cash,

securities or any other property held as a passive vehicle for the production of income or for investment purposes, that constitutes:

- (i) Sale Proceeds;
- (ii) amounts in any fund or account with respect to the Certificates (other than the Rebate Fund);
- (iii) Transferred Proceeds;
- (iv) amounts that have a sufficiently direct nexus to the Certificates or to the governmental purpose of the Certificates to conclude that the amounts would have been used for that governmental purpose if the Certificates were not used or to be used for that governmental purpose (the mere availability or preliminary earmarking of such amounts for a governmental purpose, however, does not itself establish such a sufficient nexus);
- (v) amounts in a debt service fund, redemption fund, reserve fund, replacement fund or any similar fund to the extent reasonably expected to be used directly or indirectly to pay principal of or interest on the Certificates or any amounts for which there is provided, directly or indirectly, a reasonable assurance that the amount will be available to pay principal of or interest on the Certificates or any obligations under any credit enhancement or liquidity device with respect to the Certificates, even if the Village encounters financial difficulties;
- (vi) any amounts held pursuant to any agreement (such as an agreement to maintain certain levels of types of assets) made for the benefit of the Certificateholders or any credit enhancement provider, including any liquidity device or negative pledge (*e.g.*, any amount pledged to pay principal of or interest on an issue held under an agreement to maintain the amount at a particular level for the direct or indirect benefit of holders of the Certificates or a guarantor of the Certificates); or
- (vii) amounts actually or constructively received from the investment and reinvestment of the amounts described in (i), (ii) or (iii) above.

(b) No compensating balance, liquidity account, negative pledge of property held for investment purposes required to be maintained at least at a particular level or similar arrangement exists with respect to, in any way, the Certificates or any credit enhancement or liquidity device related to the Certificates.

(c) The term of the Certificates is not longer than is reasonably necessary for the governmental purposes of the Certificates. The Prior Project consisted of new building construction with an economic life of at least 40 years. One hundred twenty percent of the average reasonably expected remaining economic life of the Prior Project is at least 45 years. The weighted average maturity of the Certificates does not exceed

6 years and does not exceed 120 percent of the average reasonably expected economic life of the Prior Project. The maturity schedule of the Certificates (the "*Principal Payment Schedule*") is based on an analysis of revenues expected to be available to pay debt service on the Certificates. The Principal Payment Schedule is not more rapid (*i.e.*, having a lower average maturity) because a more rapid schedule would place an undue burden on tax rates and cause such rates to be increased beyond prudent levels, and would be inconsistent with the governmental purpose of the Certificates as set forth in paragraph 2.1 hereof.

4.1. *Compliance with Rebate Provisions.* The Village covenants to take such actions and make, or cause to be made, all calculations, transfers and payments that may be necessary to comply with the Rebate Provisions applicable to the Certificates. The Village will make, or cause to be made, rebate payments with respect to the Certificates in accordance with law.

4.2. *Rebate Fund.* The Village is hereby authorized to create and establish a special fund to be known as the Rebate Fund (the "*Rebate Fund*"), which, if created, shall be continuously held, invested, expended and accounted for in accordance with this Ordinance. Moneys in the Rebate Fund shall not be considered moneys held for the benefit of the owners of the Certificates. Except as provided in the Regulations, moneys in the Rebate Fund (including earnings and deposits therein) shall be held in trust for payment to the United States as required by the Rebate Provisions and by the Regulations and as contemplated under the provisions of this Ordinance.

4.3. *Records.* The Village agrees to keep and retain or cause to be kept and retained for the period described in paragraph 7.9 adequate records with respect to the investment of all Gross Proceeds and amounts in the Rebate Fund. Such records shall include: (a) purchase price; (b) purchase date; (c) type of investment; (d) accrued interest paid; (e) interest rate; (f) principal amount; (g) maturity date; (h) interest payment date; (i) date of liquidation; and (j) receipt upon liquidation.

If any investment becomes Gross Proceeds on a date other than the date such investment is purchased, the records required to be kept shall include the fair market value of such investment on the date it becomes Gross Proceeds. If any investment is retained after the date the last Certificate is retired, the records required to be kept shall include the fair market value of such investment on the date the last Certificate is retired. Amounts or investments will be segregated whenever necessary to maintain these records.

4.4. *Fair Market Value; Certificates of Deposit and Investment Agreements.* The Village will continuously invest all amounts on deposit in the Rebate Fund, together with the amounts, if any, to be transferred to the Rebate Fund, in any investment permitted under this Ordinance. In making investments of Gross Proceeds or of amounts in the Rebate Fund the Village shall take into account prudent investment standards and the date on which such moneys may be needed. Except as provided in the next sentence, all amounts that constitute Gross Proceeds and all amounts in the Rebate Fund shall be

invested at all times to the greatest extent practicable, and no amounts may be held as cash or be invested in zero yield investments other than obligations of the United States purchased directly from the United States. In the event moneys cannot be invested, other than as provided in this sentence due to the denomination, price or availability of investments, the amounts shall be invested in an interest bearing deposit of a bank with a yield not less than that paid to the general public or held uninvested to the minimum extent necessary.

Gross Proceeds and any amounts in the Rebate Fund that are invested in certificates of deposit or in GICs shall be invested only in accordance with the following provisions:

(a) Investments in certificates of deposit of banks or savings and loan associations that have a fixed interest rate, fixed payment schedules and substantial penalties for early withdrawal shall be made only if either (i) the Yield on the certificate of deposit (A) is not less than the Yield on reasonably comparable direct obligations of the United States and (B) is not less than the highest Yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public or (ii) the investment is an investment in a GIC and qualifies under paragraph (b) below.

(b) Investments in GICs shall be made only if

(i) the bid specifications are in writing, include all material terms of the bid and are timely forwarded to potential providers (a term is material if it may directly or indirectly affect the yield on the GIC);

(ii) the terms of the bid specifications are commercially reasonable (a term is commercially reasonable if there is a legitimate business purpose for the term other than to reduce the yield on the GIC);

(iii) all bidders for the GIC have equal opportunity to bid so that, for example, no bidder is given the opportunity to review other bids (a last look) before bidding;

(iv) any agent used to conduct the bidding for the GIC does not bid to provide the GIC;

(v) at least three of the providers solicited for bids for the GIC are reasonably competitive providers of investments of the type purchased (*i.e.*, providers that have established industry reputations as competitive providers of the type of investments being purchased);

(vi) at least three of the entities that submit a bid do not have a financial interest in the Certificates;

(vii) at least one of the entities that provided a bid is a reasonably competitive provider that does not have a financial interest in the Certificates;

(viii) the bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the Village or any other person (whether or not in connection with the Certificates) and that the bid is not being submitted solely as a courtesy to the Village or any other person for purposes of satisfying the federal income tax requirements relating to the bidding for the GIC;

(ix) the determination of the terms of the GIC takes into account the reasonably expected deposit and drawdown schedule for the amounts to be invested;

(x) the highest-yielding GIC for which a qualifying bid is made (determined net of broker's fees) is in fact purchased; and

(xi) the obligor on the GIC certifies the administrative costs that it is paying or expects to pay to third parties in connection with the GIC.

(c) If a GIC is purchased, the Village will retain the following records with its bond documents until three years after the Certificates are redeemed in their entirety:

(i) a copy of the GIC;

(ii) the receipt or other record of the amount actually paid for the GIC, including a record of any administrative costs paid, and the certification under subparagraph (b)(xi) of this paragraph;

(iii) for each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results; and

(iv) the bid solicitation form and, if the terms of the GIC deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

Moneys to be rebated to the United States shall be invested to mature on or prior to the anticipated rebate payment date. All investments made with Gross Proceeds or amounts in the Rebate Fund shall be bought and sold at fair market value. The fair market value of an investment is the price at which a willing buyer would purchase the

investment from a willing seller in a bona fide, arm's length transaction. Except for investments specifically described in this Section and United States Treasury obligations that are purchased directly from the United States Treasury, only investments that are traded on an established securities market, within the meaning of regulations promulgated under Section 1273 of the Code, will be purchased with Gross Proceeds. In general, an "established securities market" includes: (i) property that is listed on a national securities exchange, an interdealer quotation system or certain foreign exchanges; (ii) property that is traded on a Commodities Futures Trading Commission designated board of trade or an interbank market; (iii) property that appears on a quotation medium; and (iv) property for which price quotations are readily available from dealers and brokers. A debt instrument is not treated as traded on an established market solely because it is convertible into property which is so traded.

An investment of Gross Proceeds in an External Commingled Fund shall be made only to the extent that such investment is made without an intent to reduce the amount to be rebated to the United States Government or to create a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the rebate or Yield restriction requirements not been relevant to the Village. An investment of Gross Proceeds shall be made in a Commingled Fund other than an External Commingled Fund only if the investments made by such Commingled Fund satisfy the provisions of this paragraph.

A single investment, or multiple investments awarded to a provider based on a single bid may not be used for funds subject to different rules relating to rebate or yield restriction.

The foregoing provisions of this paragraph satisfy various safe harbors set forth in the Regulations relating to the valuation of certain types of investments. The safe harbor provisions of this paragraph are contained herein for the protection of the Village, who has covenanted not to take any action to adversely affect the tax-exempt status of the interest on the Certificates. The Village will contact Bond Counsel if it does not wish to comply with the provisions of this paragraph and forego the protection provided by the safe harbors provided herein.

4.5. Arbitrage Elections. The Mayor, the Clerk and the Treasurer are hereby authorized to execute one or more elections regarding certain other matters with respect to arbitrage.

4.6. Rebate. The Village expects that all Sale Proceeds and investment earnings thereon will be spent within six months of Closing. If all Gross Proceeds of the Certificates (including earnings thereon) are spent within six months of the date the Certificates are issued, other than amounts deposited in a reasonably required reserve fund or a bona fide debt service fund, no rebate is required except as described below in the case of an issue secured by a reasonably required reserve fund or in the case of unexpected gross proceeds arising after the date of Closing. If all proceeds (including earnings thereon) required to be spent are so spent within this six-month period, except

for 5% of the Certificate proceeds, and the Village spends the 5% (plus earnings thereon), within one year from the Closing, no rebate is required except as described below in the case of an issue secured by a reasonably required reserve fund. If the issue is secured by a reasonably required reserve fund, rebate is required on the reserve fund from the date the Certificates are issued, but not on the other funds. The Village acknowledges that to qualify for the six-month exception, there must be no other amounts that are treated as Gross Proceeds of the Certificates, other than a reasonably required reserve or replacement fund or a bona fide debt service fund. The Village acknowledges that even if it qualifies for this exception, it may have to rebate with respect to any amounts that arise or are pledged to the payment of the Certificates at a later date or as described in the paragraph below. The Village will monitor the expenditure of Sale Proceeds and investment earnings thereon and if it does not meet the six-month exception from rebate, it will comply with the Rebate Provisions of the Code and rebate arbitrage profits, if any, as required by the Rebate Provisions.

No rebate should be payable with respect to the Certificate Fund, so long as it qualifies as a bona fide debt service fund. As described in 3.2, the Village may accumulate revenues as a result of the excess levy collections to pay principal and interest on the Certificates, which may result in a Reserve Portion of the Certificate Fund. The District acknowledges that the Reserve Portion of the Certificate Fund is subject to the Yield restriction requirements except as it may otherwise be excepted in paragraph 5.2 and will also be subject to rebate. The Village acknowledges that it may need to compute rebate with respect to the Reserve Portion of the Certificate Fund, and with respect to other funds.

5.1. Issue Price. For purposes of determining the Yield on the Certificates, the purchase price of the Certificates is equal to the first offering price (including accrued interest) at which the Purchaser reasonably expected to sell at least ten percent of the principal amount of each maturity of the Certificates to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The Purchaser has certified that all of the Certificates have been the subject of a bona fide initial offering to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers) at prices equal to those set forth in the Official Statement. The Purchaser has certified that based upon prevailing market conditions, such prices are not less than the fair market value of each Certificate as of the sale date for the Certificates.

5.2. Yield Limits. Except as provided in paragraph (a) or (b), all Gross Proceeds shall be invested at market prices and at a Yield (after taking into account any Yield Reduction Payments) not in excess of the Yield on the Certificates.

The following may be invested without Yield restriction:

(a)(i) amounts on deposit in the Certificate Fund (except for capitalized interest and any Reserve Portion of the Certificate Fund) that have not been on

deposit under this Ordinance for more than 13 months, so long as the Certificate Fund (other than the Reserve Portion of the Certificate Fund) continues to qualify as a bona fide debt service fund as described in paragraph 3.2 hereof;

(ii) amounts to be used to refund the Prior Certificates until the Prior Certificates are redeemed on _____, 2012;

(b)(i) An amount not to exceed the lesser of \$100,000 or five percent of the Sale Proceeds;

(ii) amounts invested in Qualified Tax Exempt Obligations (to the extent permitted by law and this Ordinance);

(iii) amounts in the Rebate Fund;

(iv) all amounts other than Sale Proceeds for the first 30 days after they become Gross Proceeds; and

(v) all amounts derived from the investment of Sale Proceeds or investment earnings thereon for a period of one year from the date received.

5.3. Continuing Nature of Yield Limits. Except as provided in paragraph 7.10 hereof, once moneys are subject to the Yield limits of paragraph 5.2 hereof, such moneys remain Yield restricted until they cease to be Gross Proceeds.

5.4. Federal Guarantees. Except for investments meeting the requirements of paragraph 5.2(a) hereof, investments of Gross Proceeds shall not be made in (a) investments constituting obligations of or guaranteed, directly or indirectly, by the United States (except obligations of the United States Treasury or investments in obligations issued pursuant to Section 21B(d)(3) of the Federal Home Loan Bank, as amended (*e.g.*, Refcorp Strips)); or (b) federally insured deposits or accounts (as defined in Section 149(b)(4)(B) of the Code). Except as otherwise permitted in the immediately prior sentence and in the Regulations, no portion of the payment of principal or interest on the Certificates or any credit enhancement or liquidity device relating to the foregoing is or will be guaranteed, directly or indirectly (in whole or in part), by the United States (or any agency or instrumentality thereof), including a lease, incentive payment, research or output contract or any similar arrangement, agreement or understanding with the United States or any agency or instrumentality thereof. No portion of the Gross Proceeds has been or will be used to make loans the payment of principal or interest with respect to which is or will be guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof). Neither this paragraph nor paragraph 5.6 hereof applies to any guarantee by the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Student Loan Marketing Association or the Bonneville Power Administration pursuant to the Northwest Power Act (16 U.S.C. 839d) as in effect on the date of enactment of the Tax Reform Act of 1984.

5.5. *Investments After the Expiration of Temporary Periods, Etc.* Any amounts that are subject to the yield limitation in Section 5.2 because Section 5.2(a) is not applicable and amounts not subject to yield restriction only because they are described in Section 5.2(b) cannot be invested in (i) federally insured deposits or accounts (as defined in Section 149(b)(4)(B) of the Code or (ii) investments constituting obligations of or guaranteed, directly or indirectly, by the United States (except obligations of the United States Treasury or investments in obligations issued pursuant to Section 21B(d)(3) of the Federal Home Loan Bank Act, as amended (*e.g.*, Refcorp Strips).

6.1. *Payment and Use Tests.* (a) No more than five percent of the proceeds of the Prior Certificates and investment earnings thereon were used, and no more than five percent of the proceeds of the Certificates and investment earnings thereon will be used, directly or indirectly, in whole or in part, in any Private Business Use. The Village acknowledges that, for purposes of the preceding sentence, Gross Proceeds used to pay costs of issuance and other common costs (such as capitalized interest and fees paid for a qualified guarantee or qualified hedge) or invested in a reserve or replacement fund must be ratably allocated among all the purposes for which Gross Proceeds are being used.

(b) The payment of more than five percent of the principal of or the interest on the Certificates or on the Prior Certificates, considered separately, has not been and will not be, directly or indirectly (i) secured by any interest in (A) property used or to be used in any Private Business Use or (B) payments in respect of such property or (ii) on a present value basis, derived from payments (whether or not to the Village or a member of the same Controlled Group as the Village) in respect of property, or borrowed money, used or to be used in any Private Business Use.

(c) No more than the lesser of \$5,000,000 or five percent of the sum of the proceeds of the Prior Certificates and investment earnings thereon were used, and no more than the lesser of \$5,000,000 or five percent of the sum of the Sale Proceeds and investment earnings thereon will be used, directly or indirectly, to make or finance loans to any persons. The Village acknowledges that, for purposes of the preceding sentence, Gross Proceeds used to pay costs of issuance and other common costs (such as capitalized interest and fees paid for a qualified guarantee or qualified hedge) or invested in a reserve or replacement fund must be ratably allocated among all the purposes for which Gross Proceeds are being used.

(d) No user of the Prior Project other than a state or local governmental unit will use more than five percent of such facilities, considered separately, on any basis other than the same basis as the general public.

6.2. *I.R.S. Form 8038-G.* The information contained in the Information Return for Tax-Exempt Governmental Obligations, Form 8038-G, is true and complete. The Village will file Form 8038-G (and all other required information reporting forms) in a timely manner.

6.3. *Bank Qualification.* (a) The Village hereby designates each of the Certificates as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Code. In support of such designation, the Village hereby certifies that (i) none of the Certificates will be at any time a "private activity bond" (as defined in Section 141 of the Code), (ii) as of the date hereof in calendar year 2012, other than the Certificates, no tax-exempt obligations of any kind have been issued (x) by or on behalf of the Village, (y) by other issuers any of the proceeds of which have been or will be used to make any loans to the Village or (z) any portion of which has been allocated to the Village for purposes of Section 265(b) of the Code and (iii) not more than \$10,000,000 of obligations of any kind (including the Certificates) issued (x) by or on behalf of the Village, (y) by other issuers any of the proceeds of which have been or will be used to make any loans to the Village or (z) any portion of which has been allocated to the Village for purposes of Section 265(b) of the Code during calendar year 2012 will be designated for purposes of Section 265(b)(3) of the Code.

(b) The Village is not subject to Control by any entity, and there are no entities subject to Control by the Village.

(c) On the date hereof, the Village does not reasonably anticipate that for calendar year 2012 it will issue, have another entity issue on behalf of the Village, borrow the proceeds of or have allocated to the Village for purposes of Section 265(b) of the Code more than \$10,000,000 Section 265 Tax-Exempt Obligations (including the Certificates). "*Section 265 Tax-Exempt Obligations*" are obligations the interest on which is excludable from gross income of the owners thereof under Section 103 of the Code, *except for* private activity bonds other than qualified 501(c)(3) bonds, both as defined in Section 141 of the Code. The Village will not, in calendar year 2012 issue, permit the issuance on behalf of it or by any entity subject to Control by the Village (which may hereafter come into existence), borrow the proceeds of or have allocated to it for purposes of Section 265(b) of the Code Section 265 Tax-Exempt Obligations (including the Certificates) that exceed the aggregate amount of \$10,000,000 during calendar year 2012 unless it first obtains an opinion of Bond Counsel to the effect that such issuance, borrowing or allocation will not adversely affect the treatment of the Certificates as "qualified tax-exempt obligations" for the purpose and within the meaning of Section 265(b)(3) of the Code.

(d) The Certificates have not been sold in conjunction with any other obligation.

7.1. *Termination; Interest of Village in Rebate Fund.* The terms and provisions set forth in this Section shall terminate at the later of (a) 75 days after the Certificates have been fully paid and retired or (b) the date on which all amounts remaining on deposit in the Rebate Fund, if any, shall have been paid to or upon the order of the United States and any other payments required to satisfy the Rebate Provisions of the Code have been made to the United States. Notwithstanding the foregoing, the provisions of paragraphs 4.3, 4.4(c) and 7.9 hereof shall not terminate until the third anniversary of the date the Certificates are fully paid and retired.

7.2. *Separate Issue.* Since the date that is 15 days prior to the date of sale of the Certificates by the Village to the Purchaser, neither the Village nor any member of the same Controlled Group as the Village has sold or delivered any tax-exempt obligations other than the Certificates that are reasonably expected to be paid out of substantially the same source of funds as the Certificates. Neither the Village nor any member of the same Controlled Group as the Village will sell or deliver within 15 days after the date of sale of the Certificates any tax-exempt obligations other than the Certificates that are reasonably expected to be paid out of substantially the same source of funds as the Certificates.

7.3. *No Sale of the Prior Project.* (a) Other than as provided in the next sentence, neither the Prior Project nor any portion thereof has been, is expected to be, or will be sold or otherwise disposed of, in whole or in part, prior to the earlier of (i) the last date of the reasonably expected economic life to the Village of the property (determined on the date of issuance of the Certificates) or (ii) the last maturity date of the Certificates. The Village may dispose of personal property in the ordinary course of an established government program prior to the earlier of (i) the last date of the reasonably expected economic life to the Village of the property (determined on the date of issuance of the Certificates) or (ii) the last maturity of the Certificates, provided: (A) the weighted average maturity of the Certificates financing the personal property is not greater than 120 percent of the reasonably expected actual use of that property for governmental purposes; (B) the Village reasonably expects on the issue date that the fair market value of that property on the date of disposition will be not greater than 25 percent of its cost; (C) the property is no longer suitable for its governmental purposes on the date of disposition; and (D) the Village deposits amounts received from the disposition in a commingled fund with substantial tax or other governmental revenues and the Village reasonably expects to spend the amounts on governmental programs within six months from the date of the commingling.

(b) The Village acknowledges that if property financed with the Prior Certificates is sold or otherwise disposed of in a manner contrary to (a) above, such sale or disposition may constitute a "deliberate action" within the meaning of the Regulations that may require remedial actions to prevent the Certificates from becoming private activity bonds. The Village shall promptly contact Bond Counsel if a sale or other disposition of Certificate-financed property is considered by the Village.

7.4. *Purchase of Certificates by Village.* The Village will not purchase any of the Certificates except to cancel such Certificates.

7.5. *Final Maturity.* The period between the date of Closing and the final maturity of the Certificates is not more than 10-1/2 years.

7.6. *Registered Form.* The Village recognizes that Section 149(a) of the Code requires the Certificates to be issued and to remain in fully registered form in order that interest thereon be exempt from federal income taxation under laws in force at the time the Certificates are delivered. In this connection, the Village agrees that it will not take

any action to permit the Certificates to be issued in, or converted into, bearer or coupon form.

7.7. *First Amendment.* The Village acknowledges and agrees that it will not use, or allow the Prior Project to be used, in a manner which is prohibited by the Establishment of Religion Clause of the First Amendment to the Constitution of the United States of America or by any comparable provisions of the Constitution of the State of Illinois.

7.8. *Future Events.* The Village acknowledges that any changes in facts or expectations from those set forth herein may result in different Yield restrictions or rebate requirements from those set forth herein. The Village shall promptly contact Bond Counsel if such changes do occur.

7.9. *Records Retention.* The Village agrees to keep and retain or cause to be kept and retained sufficient records to support the continued exclusion of the interest paid on the Certificates from federal income taxation, to demonstrate compliance with the covenants in this Ordinance and to show that all tax returns related to the Certificates submitted or required to be submitted to the Internal Revenue Service are correct and timely filed. Such records shall include, but are not limited to, basic records relating to the Certificate transaction (including this Ordinance and the Bond Counsel opinion); documentation evidencing the expenditure of Certificate proceeds; documentation evidencing the use of Certificate-financed property by public and private entities (*i.e.*, copies of leases, management contracts and research agreements); documentation evidencing all sources of payment or security for the Certificates; and documentation pertaining to any investment of Certificate proceeds (including the information required under paragraphs 4.3 and 4.4 hereof and in particular information related to the purchase and sale of securities, SLGs subscriptions, yield calculations for each class of investments, actual investment income received from the investment of proceeds, guaranteed investment contracts and documentation of any bidding procedure related thereto and any fees paid for the acquisition or management of investments and any rebate calculations). Such records shall be kept for as long as the Certificates are outstanding, plus three (3) years after the later of the final payment date of the Certificates or the final payment date of any obligations or series of obligations issued to refund directly or indirectly all or any portion of the Certificates.

7.10. *Permitted Changes; Opinion of Bond Counsel.* The Yield restrictions contained in paragraph 5.2 hereof or any other restriction or covenant contained herein need not be observed or may be changed if such nonobservance or change will not result in the loss of any exemption for the purpose of federal income taxation to which interest on the Certificates is otherwise entitled and the Village receives an opinion of Bond Counsel to such effect. Unless the Village otherwise directs, such opinion shall be in such form and contain such disclosures and disclaimers as may be required so that such opinion will not be treated as a covered opinion or a state or local bond opinion for purposes of Treasury Department regulations governing practice before the Internal Revenue Service (Circular 230) 31 C.F.R. pt. 10.

7.11. *Successors and Assigns.* The terms, provisions, covenants and conditions of this Section shall bind and inure to the benefit of the respective successors and assigns of the Corporate Authorities and the Village.

7.12. *Expectations.* The Corporate Authorities has reviewed the facts, estimates and circumstances in existence on the date of issuance of the Certificates. Such facts, estimates and circumstances, together with the expectations of the Village as to future events, are set forth in summary form in this Section. Such facts and estimates are true and are not incomplete in any material respect. On the basis of the facts and estimates contained herein, the Village has adopted the expectations contained herein. On the basis of such facts, estimates, circumstances and expectations, it is not expected that Sale Proceeds, investment earnings thereon or any other moneys or property will be used in a manner that will cause the Certificates to be arbitrage bonds within the meaning of the Rebate Provisions and the Regulations. Such expectations are reasonable and there are no other facts, estimates and circumstances that would materially change such expectations.

The Village also agrees and covenants with the purchasers and holders of the Certificates from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Certificates and affects the tax-exempt status of the Certificates.

The Corporate Authorities hereby authorize the officials of the Village responsible for issuing the Certificates, the same being the Mayor, the Clerk and the Treasurer, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Certificates to be arbitrage bonds and to assure that the interest in the Certificates will be exempt from federal income taxation. In connection therewith, the Village and the Corporate Authorities further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Certificates and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Certificates; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or

advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

Section 15. Pertaining to the Certificate Registrar. If requested by the Certificate Registrar, any officer of the Village is authorized to execute a mutually agreed to agreement between the Village and the Certificate Registrar with respect to the obligations and duties of the Certificate Registrar under this Ordinance. In addition to the terms of such agreement and subject to modification thereby, the Certificate Registrar by acceptance of duties under this Ordinance agrees (a) to act as registrar, paying agent, authenticating agent, and transfer agent as provided herein; (b) to maintain a list of Certificateholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential to the extent permitted by law; (c) to give notice of redemption of Certificates as provided herein; (d) to cancel and/or destroy Certificates which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer; (e) to furnish the Village at least annually a certificate with respect to Certificates cancelled and/or destroyed; and (f) to furnish the Village at least annually an audit confirmation of Certificates paid, Certificates outstanding and payments made with respect to interest on the Certificates. The Village covenants with respect to the Certificate Registrar, and the Certificate Registrar further covenants and agrees as follows:

A. The Village shall at all times retain a Certificate Registrar with respect to the Certificates; it will maintain at the designated office(s) of such Certificate Registrar a place or places where Certificates may be presented for payment, registration, transfer, or exchange; and it will require that the Certificate Registrar properly maintain the Certificate Register and perform the other duties and obligations imposed upon it by this Ordinance in a manner consistent with the standards, customs, and practices of the municipal securities industry.

B. The Certificate Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Ordinance by executing the certificate of authentication on any Certificate, and by such execution the Certificate Registrar shall be deemed to have certified to the Village that it has all requisite power to accept and has accepted such duties and obligations not only with respect to the Certificate so authenticated but with respect to all the Certificates. Any Certificate Registrar shall be the agent of the Village and shall not be liable in connection with the performance of its duties except for its own negligence or willful wrongdoing. Any Certificate Registrar shall, however, be responsible for any representation in its certificate of authentication on Certificates.

C. The Village may remove the Certificate Registrar at any time. In case at any time the Certificate Registrar shall resign, shall be removed, shall become incapable of acting, or shall be adjudicated a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Certificate Registrar or of the property thereof shall be appointed, or if any public officer shall take charge or control of the Certificate Registrar or of the property or affairs thereof, the Village covenants and agrees that it will thereupon appoint a successor Certificate Registrar. The Village shall give notice of any such appointment made by it to each registered owner of any Certificate within twenty days after such appointment in the same manner. Any Certificate Registrar appointed under the provisions of this Section shall be a bank, trust company, or national banking association maintaining its principal corporate trust office in Illinois and having capital and surplus and undivided profits in excess of \$100,000,000. The Clerk is hereby directed to file a certified copy of this Ordinance with the Certificate Registrar.

Section 16. Defeasance. Any Certificate or Certificates which (a) are paid and cancelled, (b) which have matured and for which sufficient sums been deposited with the Certificate Registrar to pay all principal and interest due thereon, or (c) for which sufficient United States of America dollars and direct United States Treasury obligations have been deposited with the Certificate Registrar or similar institution to pay, taking into account investment earnings on such obligations, all principal of and interest on (and redemption premium, if any, on) such Certificate or Certificates when due at maturity or as called for redemption, if applicable, pursuant to an irrevocable escrow or trust agreement, shall cease to have any lien on or right to receive or be paid from the Certificate Moneys hereunder and shall no longer have the benefits of any covenant for the registered owners of outstanding Certificates as set forth herein as such relates to lien and security of the outstanding Certificates. All covenants relative to the tax-exempt status of the Certificates; and payment, registration, transfer, and exchange; are expressly continued for all Certificates whether outstanding Certificates or not.

Section 17. Continuing Disclosure Undertaking. The Mayor is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking under Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "*Continuing Disclosure Undertaking*"). When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Village as herein provided, the Continuing Disclosure Undertaking will be binding on the Village and the officers, employees and agents of the Village, and the officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this

Ordinance, the sole remedy for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Certificate to seek mandamus or specific performance by court order to cause the Village to comply with its obligations under the Continuing Disclosure Undertaking.

Section 18. Record-Keeping Policy and Post-Issuance Compliance Matters. It is necessary and in the best interest of the Village to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the Certificates and other debt obligations of the Village, the interest on which is excludable from “gross income” for federal income tax purposes (including the Certificates, the “*Tax-Exempt Obligations*”). Further, it is necessary and in the best interest of the Village that (i) the Corporate Authorities adopt policies with respect to record-keeping and (ii) the Compliance Officer (as hereinafter defined) shall at least annually review the Village’s Contracts (as hereinafter defined) to determine whether the Tax-Exempt Obligations comply with the federal tax requirements applicable to each issue of the Tax-Exempt Obligations.

(a) *Compliance Officer Is Responsible for Records.* The Treasurer (the “*Compliance Officer*”) is hereby designated as the keeper of all records of the Village with respect to each issue of the Tax-Exempt Obligations, and such officer shall report to the Corporate Authorities at least annually that he or she has all of the required records in his or her possession, or is taking appropriate action to obtain or recover such records.

(b) *Closing Transcripts.* For each issue of Tax-Exempt Obligations, the Compliance Officer shall receive, and shall keep and maintain, a true, correct and complete counterpart of each and every document and agreement delivered in connection with the issuance of the Tax-Exempt Obligations, including without limitation (i) the proceedings of the Village authorizing the Tax-Exempt Obligations, (ii) any offering document with respect to the offer and sale of the Tax-Exempt Obligations, (iii) any legal opinions with respect to the Tax-Exempt Obligations delivered by any lawyers, and (iv) all written representations of any person delivered in connection with the issuance and initial sale of the Tax-Exempt Obligations.

(c) *Arbitrage Rebate Liability.* The Compliance Officer shall review the agreements of the Village with respect to each issue of Tax-Exempt Obligations and shall prepare a report for the Corporate Authorities stating whether or not the Village has any

rebate liability to the U.S. Treasury, and setting forth any applicable exemptions that each issue of Tax-Exempt Obligations may have from rebate liability. Such report shall be updated annually and delivered to the Corporate Authorities.

(d) *Recommended Records.* The Compliance Officer shall review the records related to each issue of Tax-Exempt Obligations and shall determine what requirements the Village must meet in order to maintain the tax-exemption of interest paid on the Tax-Exempt Obligations. The Compliance Officer shall then prepare a list of the contracts, requisitions, invoices, receipts and other information that may be needed in order to establish that the interest paid on the Tax-Exempt Obligations is entitled to be excluded from "gross income" for federal income tax purposes. Notwithstanding any other policy of the Village, such retained records shall be kept for as long as the Tax-Exempt Obligations relating to such records (and any obligations issued to refund the Tax-Exempt Obligations) are outstanding, plus three years, and shall at least include:

(i) complete copies of the bond transcripts delivered when any issue of Tax-Exempt Obligations is initially issued and sold;

(ii) copies of account statements showing the disbursements of all bond proceeds for their intended purposes;

(iii) copies of account statements showing all investment activity of any and all accounts in which the proceeds of any issue of Tax-Exempt Obligations has been held;

(iv) copies of all bid requests and bid responses used in the acquisition of any special investments used for the proceeds of any issue of Tax-Exempt Obligations, including any swaps, swaptions, or other financial derivatives entered into in order to establish that such instruments were purchased at *fair market value*;

(v) copies of any subscriptions to the U.S. Treasury for the purchase of State and Local Government Series (SLGS) obligations;

(vi) any calculations of liability for *arbitrage rebate* that is or may become due with respect to any issue of Tax-Exempt Obligations, and any calculations prepared to show that no arbitrage rebate is due, together, if applicable, with account statements or cancelled checks showing the payment of any rebate amounts to the U.S. Treasury together with any applicable IRS Form 8038-T; and

(vii) copies of all contracts and agreements of the Village, including any leases (the "*Contracts*"), with respect to the use of any property owned by the Village and acquired or financed with the proceeds of the Tax-Exempt Obligations, any part of which property is used by a private person at any time when such Tax-Exempt Obligations are or have been outstanding.

(e) *IRS Examination.* In the event the IRS commences an examination of any issue of Tax-Exempt Obligations, the Compliance Officer shall inform the Corporate Authorities of such event, and is authorized to respond to inquiries of the IRS, and to hire outside, independent professional counsel to assist in the response to the examination.

(f) *Annual Review.* The Compliance Officer shall conduct an annual review of the Contracts and other records to determine for each issue of Tax-Exempt Obligations then outstanding whether each such issue complies with the federal tax requirements applicable to such issue, including restrictions on private business use, private payments and private loans. The Compliance Officer is expressly authorized, without further official action of the Corporate Authorities, to hire outside, independent professional counsel to assist in such review. To the extent that any violations or potential violations of federal tax requirements are discovered incidental to such review, the Compliance Officer may make recommendations or take such actions as the Compliance Officer shall reasonably deem necessary to assure the timely correction of such violations or potential violations through remedial actions described in the United States Treasury Regulations, or the Tax Exempt Bonds Voluntary Closing Agreement Program described in Treasury Notice 2008-31 or similar program instituted by the IRS.

(g) *Training.* The Compliance Officer shall undertake to maintain reasonable levels of knowledge concerning the rules related to tax-exempt bonds (and build America bonds and tax credit bonds to the extent the Village has outstanding build America bonds or tax-credit bonds) so that such officer may fulfill the duties described in this Section. The Compliance Officer may consult with counsel, attend conferences and presentations of trade groups, read materials posted on various web sites, including the web site of the Tax-Exempt Bond function of the IRS, and use other means to maintain such knowledge. Recognizing that the Compliance Officer may not be fully knowledgeable in this area, the Compliance Officer may consult with outside counsel, consultants and experts to assist him or her in exercising his or her duties hereunder. The Compliance Officer will endeavor to make sure that the Village's staff is aware of the need for continuing compliance. The Compliance Officer will provide copies of this Ordinance and the Tax Exemption Certificate and Agreement or other applicable tax documents for each series of Tax-Exempt Obligations then currently outstanding (the "*Tax Agreements*") to staff members who may be responsible for taking actions described in such documents. The Compliance Officer will review this Ordinance and each of the Tax Agreements periodically to determine if there are portions that need further explanation and, if so, will attempt to obtain such explanation from counsel or from other experts, consultants or staff.

(h) *Amendment and Waiver.* The Village may amend this Section and any provision of this Section may be waived, without the consent of the holders of any Tax-Exempt Obligations and as authorized by passage of an ordinance by the Corporate Authorities.

Section 19. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 20. Superseder and Effective Date. All ordinances, resolutions, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect upon its passage and approval.

ADOPTED by the Corporate Authorities on the 9th day of April, 2012, by the following roll call vote:

AYE: _____

NAY: _____

ABSENT: _____

APPROVED by me, as Mayor of the Village of Burr Ridge, DuPage and Cook Counties, Illinois, the 9th day of April, 2012.

Mayor

Attest: _____
Village Clerk

6C

ORDINANCE NO. A-834-____-12

AN ORDINANCE GRANTING SPECIAL USE
PURSUANT TO THE VILLAGE OF BURR RIDGE ZONING ORDINANCE
FOR LIVE ENTERTAINMENT ANCILLARY TO AN EXISTING RESTAURANT

(Z-05-2012: 200-206 Burr Ridge Parkway - Dao, Inc.)

WHEREAS, an application for a special use for certain real estate has been filed with the Village Clerk of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, and said application has been referred to the Plan Commission of said Village and has been processed in accordance with the Burr Ridge Zoning Ordinance; and

WHEREAS, said Plan Commission of this Village held a public hearing on the question of granting said special use on March 19, 2012, at the Burr Ridge Village Hall, at which time all persons desiring to be heard were given the opportunity to be heard; and

WHEREAS, public notice in the form required by law was provided for said public hearing not more than 30 nor less than 15 days prior to said public hearing by publication in the Suburban Life, a newspaper of general circulation in this Village, there being no newspaper published in this Village; and

WHEREAS, the Village of Burr Ridge Plan Commission has made its report on the request for a special use, including its findings and recommendations, to this President and Board of Trustees, and this President and Board of Trustees has duly

considered said report, findings, and recommendations.

NOW THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, as follows:

Section 1: All Exhibits submitted at the aforesaid public hearing are hereby incorporated by reference. This President and Board of Trustees find that the granting of special use indicated herein is in the public good and in the best interests of the Village of Burr Ridge and its residents, is consistent with and fosters the purposes and spirit of the Burr Ridge Zoning Ordinance as set forth in Section II thereof.

Section 2: That this President and Board of Trustees, after considering the report, findings, and recommendations of the Plan Commission and other matters properly before it, in addition to the findings set forth in Section 1, finds as follows:

- A. That the Petitioner for the special use for the property located at 200-206 Burr Ridge Parkway, Burr Ridge, Illinois, is Dao, Inc. (hereinafter "Petitioner"). The Petitioner requests special use approval as per Section VIII.B.2. ff of the Burr Ridge Zoning Ordinance to permit a restaurant with live entertainment in addition to the previously approved sales of alcoholic beverages.
- B. That the special use will not be detrimental to surrounding properties because the restaurant has operated in this location with no negative impact on surrounding businesses nor any negative impact on the use and enjoyment of residential properties and the live entertainment will be limited and complementary to the restaurant.
- C. 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 extended hours of operation are consistent with other restaurants in the area and limited live entertainment is consistent with other businesses in this area.

- D. That the special use is consistent with the Burr Ridge Comprehensive Plan which calls for the continued use of the property and retail shopping center as commercial which is consistent with the other uses in the retail shopping center.

Section 3: That special use approval as per Section VIII.B.2.ff of the Burr Ridge Zoning Ordinance to permit a restaurant with live entertainment in addition to the previously approved sales of alcoholic beverages *is hereby granted* for the tenant space within the existing County Line Square commonly known as 200-206 Burr Ridge Parkway and legally described as follows:

Parcel 1 - Lot 1 in Burr Ridge Market Resubdivision of Lots, 4, 5 and Vacated Emro Drive in Burr Ridge Park Unit 2 in the West ½ of the Southwest ¼ of Section 30, Township 38 North, Range 12, East of the Third Principal Meridian, According to the Plat Thereof Recorded April 18, 1989 as Document Number 89171549, Cook County, Illinois.

Parcel 2 - Lot 1 in Burr Ridge Unit 1 Being a Subdivision in the West ½ of the Southwest ¼ of Section 30, Township 38 North, Range 12, East of the Third Principal Meridian, According to the Plat Thereof Recorded January 3, 1984 as Document Number 26915064, in Cook County, Illinois.

Section 4: That the special use approval as per Section VIII.B.2.ff of the Burr Ridge Zoning Ordinance to permit a restaurant with live entertainment in addition to the previously approved sales of alcoholic beverages is subject to the

following condition:

- A. The live entertainment shall be limited to no more than 4 musicians at a time and shall be ancillary to the primary use of the facility as a restaurant (i.e. live entertainment could not occur without food service).
- B. There shall be no live entertainment outside the building (i.e. within the outside dining area).

Section 6: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law. The Village Clerk is hereby directed and ordered to publish this Ordinance in pamphlet form.

PASSED this 9th day of April, 2012, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by the President of the Village of Burr Ridge on this 9th day of April, 2012.

Village President

ATTEST:

Village Clerk

6D

ORDINANCE NO. A-923-____-12

AN ORDINANCE GRANTING CONDITIONAL SIGN APPROVAL AND A
VARIATION OF THE VILLAGE OF BURR RIDGE SIGN ORDINANCE FOR
THE HEIGHT OF A WALL MOUNTED SIGN, TOTAL SIGN AREA AND FOR THE
ORIENTATION OF SIGNS ON A CORNER LOT

(S-01-2012: 1000 Burr Ridge Parkway - Teamsters)

WHEREAS, an application for a variation of the Village of Burr Ridge Sign Ordinance for certain real estate has been filed with the Community Development Director of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, and said application has been referred to the Plan Commission of said Village and has been processed in accordance with the Burr Ridge Sign Ordinance; and

WHEREAS, said Plan Commission of this Village considered the question of granting said sign variation on March 19, 2012, at the Burr Ridge Village Hall, at which time all persons desiring to be heard were given the opportunity to be heard; and

WHEREAS, the Village of Burr Ridge Plan Commission has made its report on the request for sign variations, including its findings and recommendations, to this President and Board of Trustees, and this President and Board of Trustees has duly considered said report, findings, and recommendations.

NOW THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Burr Ridge, Cook and DuPage

Counties, Illinois, as follows:

Section 1: All documentation submitted at the aforesaid Plan Commission meeting is hereby incorporated by reference. This President and Board of Trustees find that the granting of the sign variations indicated herein is in the public good and is in the best interests of the Village of Burr Ridge and its residents, is consistent with and does foster the purposes and spirit of the Burr Ridge Sign Ordinance as set forth in Article I thereof.

Section 2: That this President and Board of Trustees, after considering the report, findings, and recommendations of the Zoning Board of Appeals and other matters properly before it, in addition to the findings set forth in Section 1, finds as follows:

- A. That the applicant for the variation for the property located at 1000 Burr Ridge Parkway, Burr Ridge, Illinois, is Infinity Signs on behalf of Teamsters Local 731 (hereinafter "Applicant"). The applicant requests conditional sign approvals as per Section 5.08.B of the Sign Ordinance to allow the combined area of a wall sign and ground sign to exceed 100 square feet and to allow a wall sign mounted more than 20 feet above grade and requests a variation from Section 55.08.A.2.d of the Sign Ordinance to allow two signs on a corner lot oriented toward the same street frontage.
- B. That the increase in sign area is minimal and is consistent with the scale of the building and its location on a corner lot.

- C. That the location of the wall sign more than 20 feet above grade is consistent with the design and scale of the building.
- D. That the orientation of the wall sign is toward the parking rather than the corner lot line and as such it will not contribute to sign clutter in the area.

Section 3: That conditional sign approvals as per Section 5.08.B of the Sign Ordinance to allow the combined area of a wall sign and ground sign to exceed 100 square feet and to allow a wall sign mounted more than 20 feet above grade and requests a variation from Section 55.08.A.2.d of the Sign Ordinance to allow two signs on a corner lot oriented toward the same street frontage ***is hereby approved*** for the property commonly known as 1000 Burr Ridge Parkway and identified as Permanent Parcel Index Number: **18-30-303-011.**

Section 4: That the approval of this variation is subject to the following conditions:

- A. The signs shall comply with the submitted plans attached hereto as **Exhibit A.**
- B. The combined area of the ground sign and the wall sign shall not exceed 140 square feet.

Section 5: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication

as required by law. The Village Clerk is hereby directed and ordered to publish this Ordinance in pamphlet form.

PASSED this 9th day of April, 2012, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by the President of the Village of Burr Ridge on this 9th day of April, 2012.

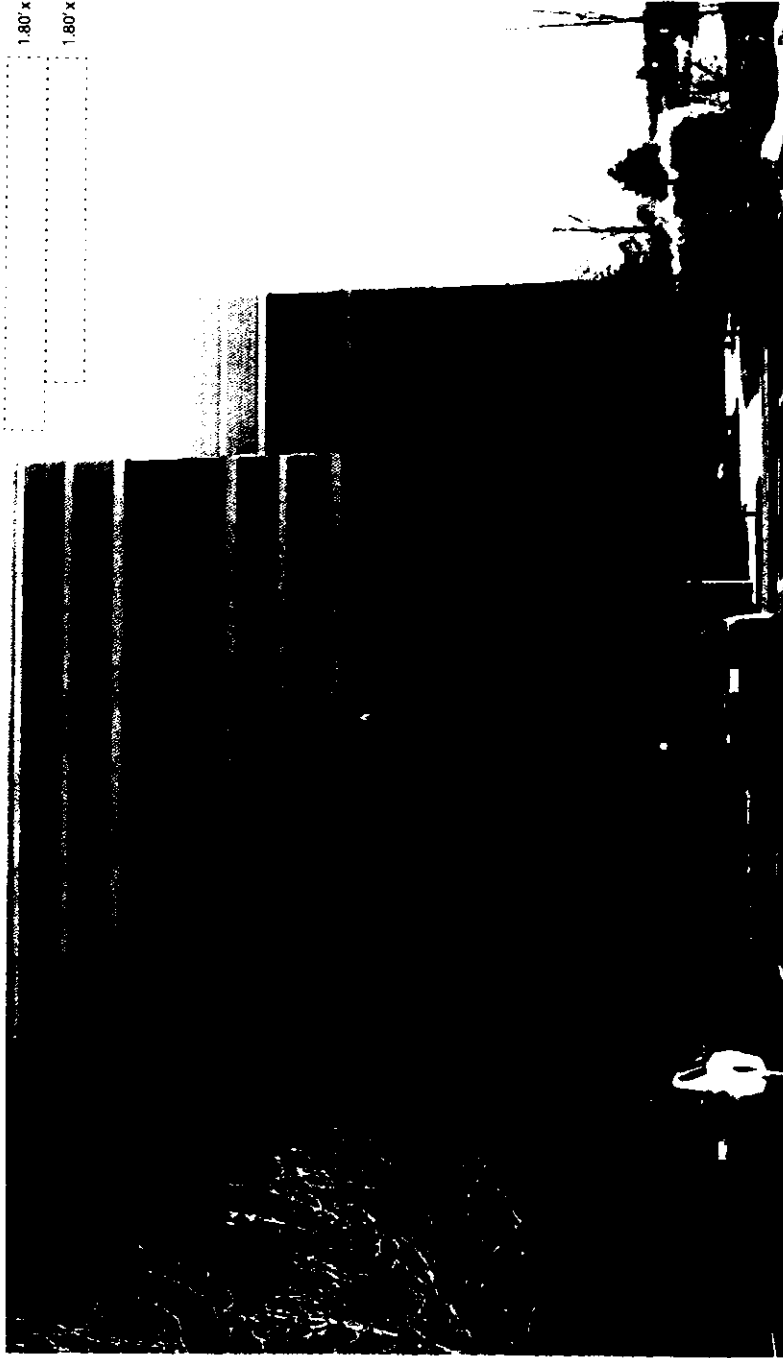
Village President

ATTEST:

Village Clerk

Attn:

Date Sent:



- Reverse Channel letter set
- All letters reverse lit
 - Using UL listed LEDs
 - All aluminum construction
 - Painted Blue
 - Installed on building
 - Using masonry anchors
 - Electric is already at site

Sizes of letters listed below...

- "Teamsters"
- 18.5" tall
 - 18.1' wide
- "Local 731"
- 18.5" tall
 - 15.7' wide

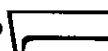
*All jobs require a 50% deposit that is NON-REFUNDABLE. The remaining balance must be paid in full upon completion of job. Jobs will not be started without approval & deposit.
IMPORTANT: Please proof read all information contained in this document. It is the customer's sole responsibility to verify the accuracy of all copy, including spelling & syntax.
Additional costs may apply if errors are found after final approval. Infinity Signs, Inc. is NOT RESPONSIBLE for errors found after production has begun.

☐ Approved

☐ Please Contact For Changes

☐ Approved w/ Changes

approved



Infinity Signs & Graphics office 708.352.1086 fax 708.352.1237
5350 East Ave. Countryside, IL InfinitySigns1@yahoo.com

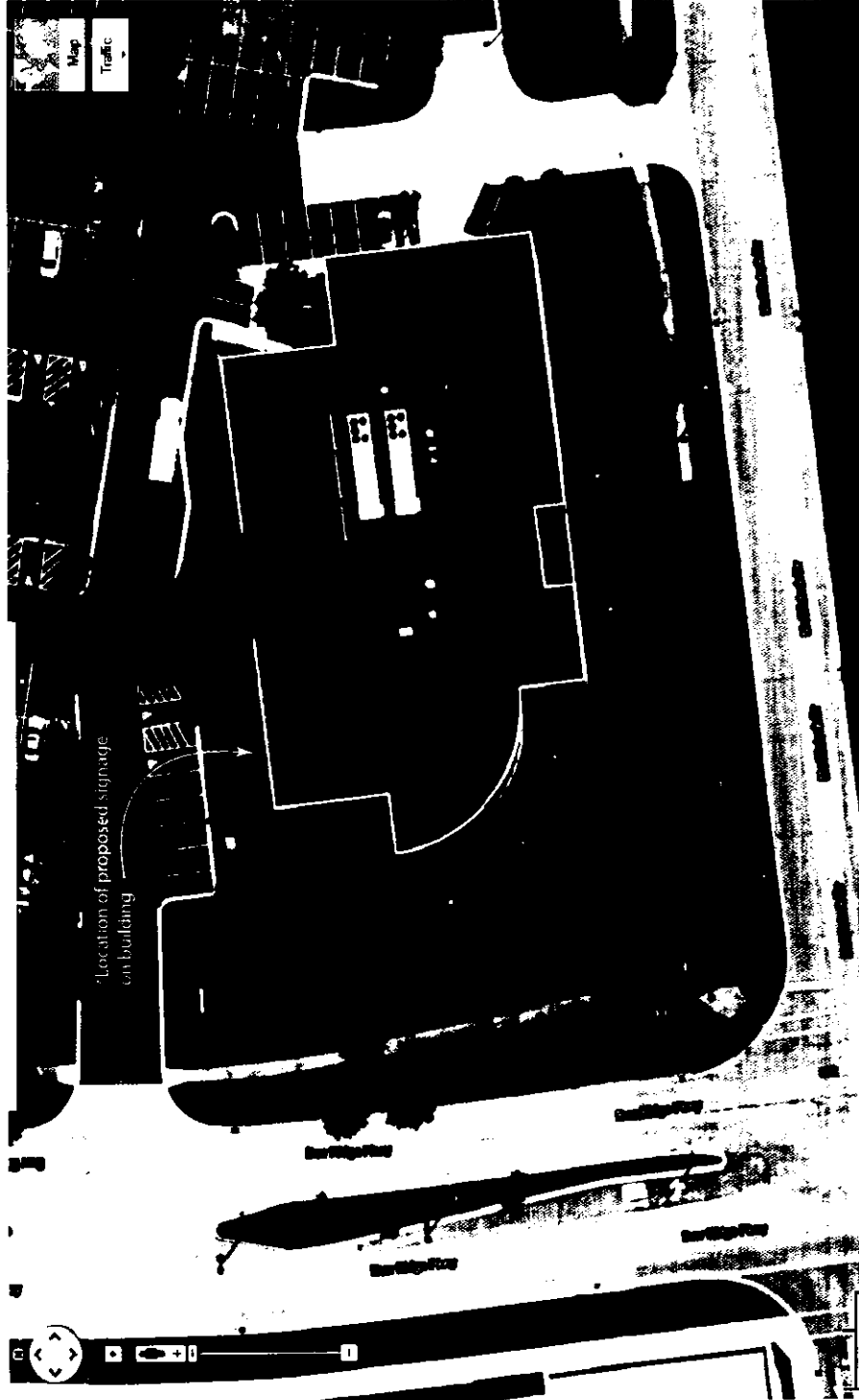
All artwork is property of Infinity Signs Inc. Nothing represented in these proofs may be used or recreated without the consent and authorization of Infinity Signs, Inc.

EXHIBIT

A

Attn:

Date Sent:



- Reverse Channel letter set
-All letters reverse lit
-Using UL listed LEDs
-All aluminum construction
-Painted Blue
-Installed on building
-Using masonry anchors
-Electric is already at site

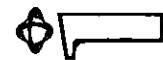
Sizes of letters listed below...

- "Teamsters"
18.5" tall
18.1" wide
"Local 731"
18.5" tall
15.7" wide

☐ Approved ☐ Please Contact For Changes

☐ Approved w/ Changes ☐ approved

*All jobs require a 50% deposit that is NON-REFUNDABLE. The remaining balance must be paid in full upon completion of job. Jobs will not be started without approval & deposit.
IMPORTANT: Please proof read all information contained in this document. It is the customer's sole responsibility to verify the accuracy of all copy, including spelling & syntax.
Additional costs may apply if errors are found after final approval. Infinity Signs, Inc. is NOT RESPONSIBLE for errors found after production has begun.



Infinity Signs & Graphics office 708.352.1086 fax 708.352.1237
5350 East Ave. Countryside, IL InfinitySigns1@yahoo.com

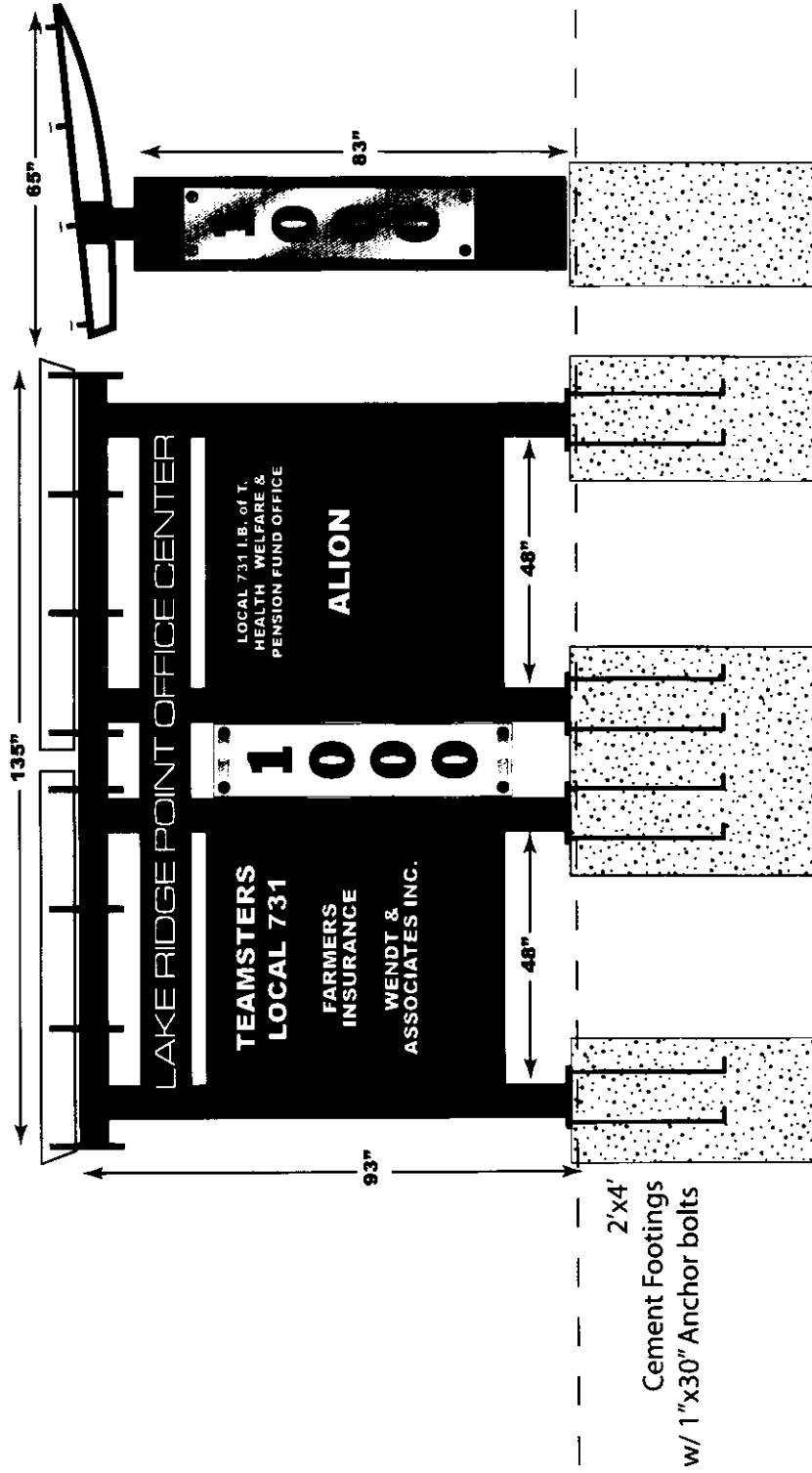
All artwork is property of Infinity Signs Inc. Nothing represented in these proofs may be used or recreated without the consent and authorization of Infinity Signs, Inc.

EXHIBIT

A

Attn:

Date Sent:



☐ Approved ☐ Approved w/ Changes ☐ Please Contact For Changes ☐ approved

*All jobs require a 50% deposit that is NON-REFUNDABLE. The remaining balance must be paid in full upon completion of job. Jobs will not be started without approval & deposit.
IMPORTANT: Please proof read all information contained in this document. It is the customer's sole responsibility to verify the accuracy of all copy, including spelling & syntax.
Additional costs may apply if errors are found after final approval. Infinity Signs & Graphics is NOT RESPONSIBLE for errors found after production has begun.

Infinity Signs & Graphics
708.352.1086 fax 708.352.1237
5350 East Ave.
Countryside, IL 60525
InfinitySigns1@yahoo.com

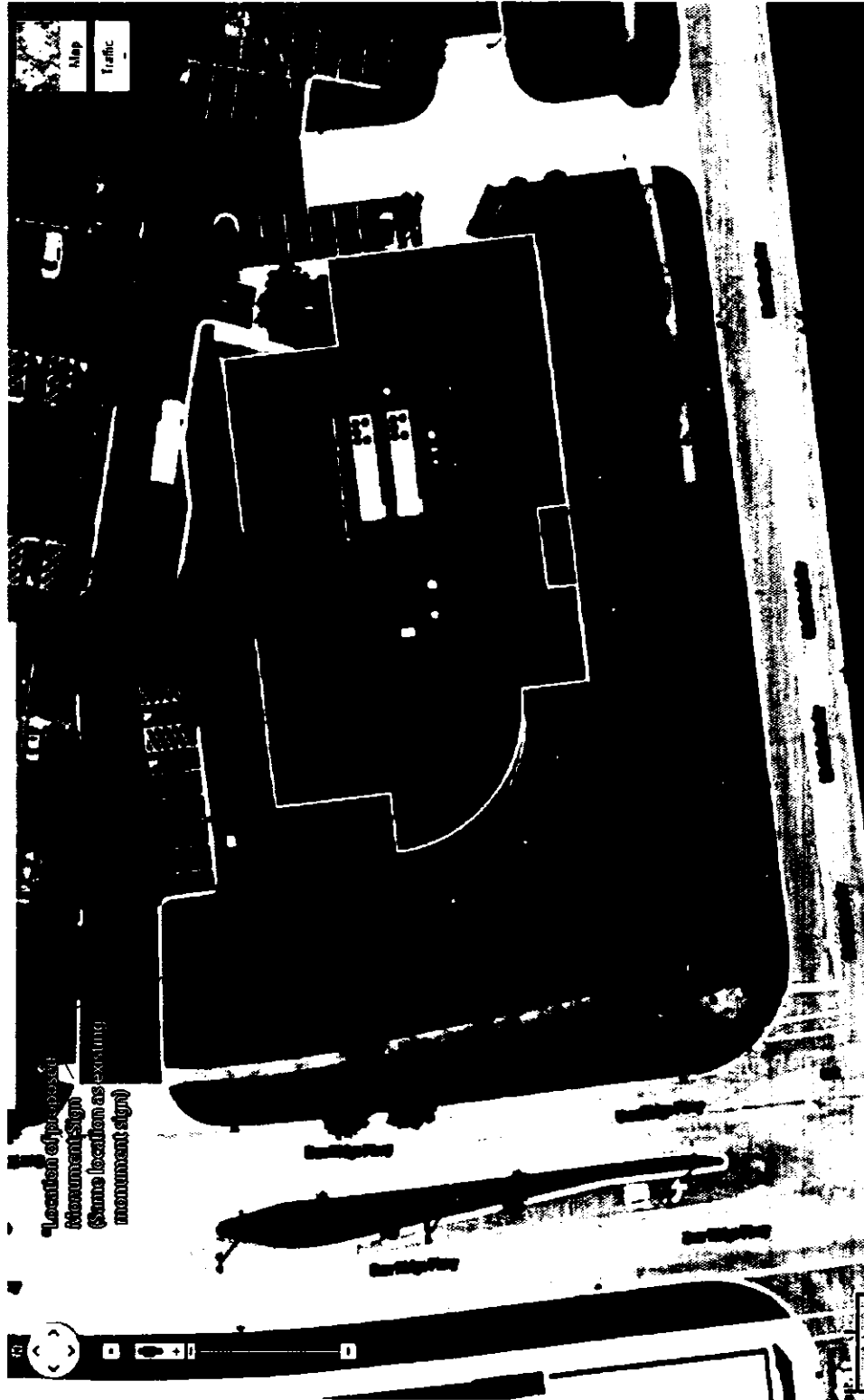
All artwork is property of Infinity Signs & Graphics. Nothing represented in these proofs may be used or recreated without the consent and authorization of Infinity Signs & Graphics.

EXHIBIT

A

Attn:

Date Sent:



☐ Approved ☐ Approved w/ Changes ☐ Please Contact For Changes ☐ approved

*All jobs require a 50% deposit that is NON-REFUNDABLE. The remaining balance must be paid in full upon completion of job. Jobs will not be started without approval & deposit.
IMPORTANT: Please proof read all information contained in this document. It is the customer's sole responsibility to verify the accuracy of all copy, including spelling & syntax.
Additional costs may apply if errors are found after final approval. Infinity Signs & Graphics is NOT RESPONSIBLE for errors found after production has begun.

Infinity Signs & Graphics
InfinitySigns1@yahoo.com 708.352.1086 fax 708.352.1237
5350 East Ave.
Countryside, IL 60525

All artwork is property of Infinity Signs & Graphics. Nothing represented in these proofs may be used or recreated without the consent and authorization of Infinity Signs & Graphics.

EXHIBIT A



ECS MIDWEST, LLC

PROPOSAL FOR
FOCUSED NOISE EVALUATION

SAIA Trucking Terminal
15W 460N Frontage Road
Burr Ridge, Illinois





ECS MIDWEST, LLC

"Setting the Standard for Service"

Geotechnical • Construction Materials • Environmental • Facilities

March 28, 2012

Mr. Doug Pollock
Village of Burr Ridge
7660 S. County Line Road
Burr Ridge, IL 60527

Reference: Focused Noise Evaluation – SAIA Trucking Terminal, 15W 460N Frontage Road, Burr Ridge, Illinois

ECS Proposal No.16-10049

Dear Mr. Pollock:

As requested ECS Midwest, LLC (ECS) is pleased to present the following not to exceed lump sum cost proposal for providing a focused noise evaluation for residential areas adjacent to the above-referenced location.

As we understand, concerns/complaints regarding impact noises at the SAIA Trucking Terminal have been voiced to the Village of Burr Ridge. Complaints most likely appear to be associated with trailer drops and other dock noises (metal plates) and truck traffic noises entering, exiting, or idling on the facility.

Based on the above, ECS proposes to complete a focused noise evaluation of the residential areas (where complaints have generated from) located adjacent to the SAIA Trucking Terminal. Due to the facility (and surrounding residential areas) being located adjacent to Interstate 55, ambient noise measurements would most likely be elevated and it would be difficult to distinguish between "road noise" caused by the adjacent highway and noise impacts specifically due to SAIA operations. Based on this, the focused noise evaluation will be designed to measure and report impulse noises (highly impulsive sound). Highly impulsive sounds are defined in the Village of Burr Ridge Code (Section IV, W – Performance Standards) as "Either a single pressure peak or a single burst (multiple pressure peaks) for a duration less than one second".

Impulse noises will be recorded from the hours of 7pm till 7am (at the time of peak on-site activities, as reported to ECS) on three nights and will be collected from three off-site residential areas. Specifically, one area to be measured will be located between 75th St. and 74th St. (south of the terminal), one area will be located in the park area west of the terminal (adjacent to the townhomes), and one area will be located near the intersection of 74th St. and South Garfield (north of the terminal). Please note that sample locations will be pre-approved with the Village and ECS prior to sampling activities. While the data is being collected, ECS personnel will make an attempt to note possible sources of any audible (to ECS personnel) impulse noises. Please note however, that a 16-ft tall fence encompasses the SAIA property and direct visual confirmation of the source of the noise may not be possible. Additionally, as environmental conditions can have an impact on noise levels, data will need to be collected on three nights which are free from precipitation, heavy winds, or other adverse environmental conditions. ECS also recommends that SAIA and adjacent property owners not be notified of the sampling.

Noise levels will be collected and recorded using CEL-630 Series Environmental & Occupational Sound Level Meters (or equivalent). The sound meter will be set to record sounds levels between 20 to 140 dB(A). In order to ensure that the instruments are providing consistent readings necessary for monitoring to ensure compliance with noise regulations, the sampling equipment will be field calibrated before and after each sampling sequence utilizing a CEL-120 Acoustical Calibrator (or equivalent).

Upon collection and downloading of data, noted highly impulsive sounds will be compared against the Village of Burr Ridge Code (Section IV, W – Performance Standards, Table 5 Highly Impulsive Sound) Requirements for highly impulsive sounds. ECS will prepare a report presenting the results of the assessment. The report will include a description of the rationale for all conclusions relative to the Village of Burr Ridge Code and recommendations for additional work, if warranted. The report will also include a site plan showing the sample location, the results of the noise evaluation summarized in data tables, our field observations, and a description of our field protocols.

Cost Estimate and Schedule

We anticipate that we can begin activities following receipt of your written authorization to proceed. We anticipate the on-site measurements will be completed in three days. ECS will prepare a written report describing our methods, findings, as appropriate within approximately one week of completion of the field investigation and downloading/review of data. ECS will perform these services for a not to exceed **LUMP SUM COST of \$5,500.**

Your acceptance of this proposal may be indicated by signing and returning one copy to us. Issuance of a purchase order, or other types of notices to proceed (verbal, written, or electronic) implicitly acknowledges acceptance of the Terms and Conditions of Service and this proposal.

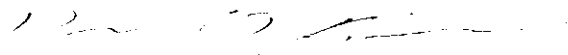
We are pleased to have this opportunity to offer our services and look forward to assisting you on this project. If you have any questions regarding the information contained in this proposal, please contact either of the undersigned at (847) 279-0366.

Respectfully submitted,

ECS Midwest, LLC



Leslie S. Condon
Environmental Project Manager



David T. Kwasiborski, CIAQM
Principal Geologist

Enclosures: Proposal Acceptance Sheet
Terms and Conditions of Service

I:\Marketing\Proposals\Enviro\2012 Proposals\16-10049 SAIA Noise Evaluation Proposal.doc]

ECS Midwest, LLC**PROPOSAL ACCEPTANCE**

Proposal No.: 16-10049 (\$5,500)
Scope of Work: Focused Noise Evaluation Services
Location: Burr Ridge, Illinois

Client Signature: _____ Date: _____

Please complete this page and return one copy of this proposal to ECS to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client's signature above also indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

BILLING INFORMATION

(Please Print or Type)

Name of Client: _____
Name of Contact Person: _____
Telephone No. of Contact Person: _____
Party Responsible for Payment: _____
Company Name: _____
Person/Title: _____
Department: _____
Billing Address: _____

Telephone Number: _____
Fax Number: _____

Client Project/Account Number: _____
Special Conditions for Invoice: _____
Submittal and Approval: _____

ECS MIDWEST, LLC

TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions of Service, including any supplements that may be agreed to, along with the accompanying Scope of Services and Professional Fees constitute the entire Agreement ["AGREEMENT"] under which Services are to be provided by ECS Midwest, LLC ["ECS"] (including its employees, officers, successors and assigns) for Client ["CLIENT"] (including its employees, officers, successors and assigns).

- 1.2 Subconsultants. Unless expressly stated in ECS' Scope of Services, ECS shall not serve as CLIENT'S agent or representative.

2.0 SCOPE OF SERVICES

- 2.1 It is understood that the Scope of Services, Professional Fees, and time schedule defined in the Scope of Services are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, or if conditions are discovered that could not be foreseen by a reasonable person, the Scope of Services may change, even while the Services are in progress.

3.0 STANDARD OF CARE

- 3.1 ECS shall strive to perform its professional Services in a manner consistent with that level of skill and care ordinarily exercised by competent members of the same profession providing similar Services in the same region, under similar conditions during the same time period. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any ECS report, opinion, plan or other Document of Service, in connection with ECS' Services.
- 3.2 CLIENT understands and agrees that ECS' professional judgment must rely on the facts learned during performance of the Scope of Services. CLIENT acknowledges that such data collection is limited to the immediate area that is sampled, tested and/or observed. Consequently, CLIENT agrees that it shall not bring a claim, based upon facts subsequently learned, regarding conditions between sampling/testing points, in areas not evaluated by ECS, or which were not part of the immediate area(s) explicitly evaluated by ECS.
- 3.3 ECS' professional Services shall be provided in a manner consistent with sound engineering and professional practices. If a situation arises that causes ECS to believe compliance with CLIENT'S wishes could result in ECS violating applicable Laws or Regulations, or will expose ECS to claims or other charges, ECS shall so advise CLIENT. If CLIENT'S actions or inaction result in a violation of applicable Laws or Regulations, ECS shall have the right to terminate its Services in accordance with the TERMINATION provisions of this AGREEMENT.
- 3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if ECS is required to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make. CLIENT also agrees that ECS shall not bear liability for failing to report conditions that are CLIENT'S responsibility to report.

4.0 CLIENT DISCLOSURES

- 4.1 CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed beneath the Site's surface, where the Scope of Services requires ECS to penetrate the Site surface.
- 4.2 CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site. Such Hazardous Materials shall include but not be limited to any substance which poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form ["Hazardous Materials"].
- 4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services are initiated, a Changed Condition shall exist.

5.0 INFORMATION PROVIDED BY OTHERS

- 5.1 CLIENT waives any claim of liability against ECS regarding any claim for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents and other information in any form provided to ECS, including such information that becomes incorporated into ECS Documents of Service.

6.0 CONCEALED RISKS

- 6.1 CLIENT acknowledges that special risks are associated with the identification of concealed conditions [i.e., subsurface conditions, conditions behind a wall, etc., that are hidden from view, are not readily apparent, or cannot be accessed for sampling/testing].
- 6.2 Conditions that ECS infers to exist between sampling/testing points may differ significantly from the conditions that exist at the sampling/testing points. Since some conditions can change substantially over time, the CLIENT recognizes that, because of natural occurrences or human intervention at or near the Site, actual conditions discovered through sampling/testing may be subject to rapid or gradual change.
- 6.3 ECS will make reasonable efforts to anticipate and identify potential concealed conditions for exploration, sampling or testing. However, CLIENT understands that such risks cannot be eliminated and agrees that the Scope of Services is that which CLIENT agrees suits CLIENT'S own risk tolerances. CLIENT may request ECS to evaluate the risks and provide a higher level of exploration to reduce such risks, if desired or appropriate.

1.0 INDEPENDENT CONSULTANT STATUS

- 1.1 Except as may be otherwise noted herein, ECS shall serve as an independent professional consultant to CLIENT and shall have control over, and responsibility for, the means and methods for providing the Services under this AGREEMENT, including the retention of Subcontractors and

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

- 7.1 CLIENT warrants that it possesses the authority to provide right of entry permission for the performance of ECS' Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property owned by CLIENT and/or other(s) in order for ECS to perform the Scope of Services.
- 7.2 Except where ECS' Scope of Services explicitly includes obtaining permits, licenses, and/or utility clearances for the performance of ECS' Services, CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS.
- 7.3 ECS will take reasonable precautions to limit damage to the Site and Improvements during the performance of ECS' Services. CLIENT understands that use of exploration, sampling, or testing equipment may cause some damage, the correction and restoration of which is not part of this AGREEMENT, unless explicitly stated in ECS' Scope of Services, and reflected in the Professional Fees.
- 7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss allegedly arising from procedures associated with exploration, sampling or testing activities, or discovery of Hazardous Materials, or suspected Hazardous Materials, or ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

- 8.1 In addition to CLIENT-furnished information regarding underground utilities, ECS shall take reasonable and locally customary precautions, possibly including contacting local public and/or private utility locating services, and/or conducting research of publicly available information, to identify underground utilities, as deemed appropriate in ECS' professional opinion. The extent of such precautions shall be at ECS' sole discretion.
- 8.2 CLIENT recognizes that despite due care, ECS may be unable to identify the locations of all subsurface utility lines and man-made features, and that information obtained by ECS and/or ECS' subcontractor(s) or provided to ECS from any entity may contain errors or be incomplete.
- 8.3 CLIENT agrees that ECS shall not be liable for damage or injury, consequential economic damages, and/or penalties resulting from damage to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing and correctly shown on the diagram(s) furnished by CLIENT or CLIENT'S consultants, or for underground features not marked, or improperly located by governmental or quasi-governmental locators, utility owners, or private utility locating services.

9.0 SAMPLES

- 9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are the property of CLIENT. ECS will store samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from those samples, unless other arrangements are mutually agreed upon in writing. Samples consumed by laboratory testing procedures will not be stored as outlined above.
- 9.2 Unless CLIENT directs otherwise, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process byproducts in accordance with applicable Laws.

10.0 ENVIRONMENTAL RISKS

- 10.1 All substances on, in, or under CLIENT'S Site, or obtained from CLIENT'S Site as samples or as byproducts of the sampling process, are and will remain CLIENT'S property.
- 10.2 When Hazardous Materials are known, assumed, or suspected to exist at the Site, ECS shall take appropriate precautions deemed prudent in ECS' sole and professional opinion to comply with applicable Laws and Regulations, and to reduce the risks to ECS' employees, public health, safety, and welfare, and the environment. CLIENT agrees to compensate ECS for such precautions.
- 10.3 When Hazardous Materials are known, assumed, or suspected to exist at the Site, ECS will handle such materials as Hazardous Materials. ECS or ECS' subcontractors will containerize and label such Materials in accordance with applicable Law, and will leave the containers on Site. CLIENT is responsible for the retrieval and lawful removal, transport and disposal of such contaminated samples, and sampling process byproducts.
- 10.4 Unless explicitly stated in ECS' Scope of Services, ECS shall not subcontract nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT, not ECS, shall make final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by Hazardous Materials contaminants and shall otherwise exercise prudence in arranging for lawful disposal.
- 10.5 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the

contrary) so that ECS shall not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.6 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of ECS' Services indicated herein, CLIENT agrees this risk cannot be eliminated. CLIENT will not hold ECS liable for such cross-contamination if ECS provides its Services in accordance with the applicable Standard of Care.

10.7 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected by one or more Recognized Environmental Conditions. Given the foregoing, CLIENT'S acceptance of this AGREEMENT shall signify that CLIENT understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

11.1 With the exception of the copies of the ECS Documents of Service provided to the CLIENT, all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by ECS ["Documents of Service"] maintained in any form deemed appropriate by ECS, are and remain, the property of ECS.

11.2 Any exploration, reconnaissance, data review, observations, testing, surveys or similar Services, analyses and recommendations associated with the Services shall be provided by ECS (including subcontracted Services) for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT is not permitted.

11.3 CLIENT agrees to not use ECS' Documents of Service for any other projects, or for the Project which has changed in scope, or extensions of the Project, from the details contemplated in ECS' Documents of Service. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s).

11.4 CLIENT agrees that ECS' Documents of Service may not under any circumstances be altered by any party except ECS. CLIENT warrants that ECS' Documents of Service shall be used only and exactly as submitted by ECS.

11.5 Except for daily field reports and concrete test reports sent electronically by ECS to CLIENT and CLIENT'S designees, the following shall apply to all electronic files: Files in electronic media format of text, data, graphics, or other types that are furnished by ECS are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.

12.0 SAFETY

12.1 CLIENT agrees that ECS is responsible solely for the basic safety of ECS' employees on the Project Site. These responsibilities shall not be inferred by any party to mean that ECS has responsibility for any portion of site safety for any reason. Unless otherwise expressly agreed to in writing, ECS' Scope of Services excludes responsibility for any aspect of site safety other than for ECS' own employees, and nothing herein shall be construed to relieve CLIENT and/or its other contractors, consultants, or other parties from their responsibility for the safety of their own employees. For active construction sites, CLIENT also agrees that the General Contractor is solely responsible for Project Site safety, and that ECS personnel rely on the safety measures provided by the General Contractor.

12.2 In the event ECS expressly assumes health and safety responsibilities for toxic or other concerns specified, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation Services are conducted to reduce, not eliminate, the risk of problems arising during or after construction or remediation, and that provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing Services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction, nor for complying with applicable Laws and codes.

13.3 The professional activities of ECS, or the presence of ECS employees and subcontractors, shall not be construed to imply ECS has any responsibility for the means, methods, techniques, sequencing of construction, or procedures of construction selected, for safety precautions and programs incidental to the Contractor's Work. Furthermore, ECS does not and shall not have or accept authority to supervise, direct, control, or stop Contractor's Work.

13.4 ECS strongly recommends that CLIENT retain ECS to provide its Services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the increased risks that a significantly lower level of construction quality may occur and that such defects may not be undetected by ECS' part time observations. Therefore CLIENT waives any and all claims against ECS related to unsatisfactory quality or performance of elements observed or tested by ECS on a part time basis.

14.0 CERTIFICATIONS

14.1 CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding Services provided by ECS. Any "certification" required of

ECS by the CLIENT, or jurisdiction(s) having authority over some or all aspects of the Project, shall consist of ECS' inferences and professional opinions based on limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. ECS' "certification" shall consist of ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of responsibilities or obligations such parties have. CLIENT agrees not to make resolution of any dispute with ECS or payment of any amount due to ECS in any way contingent upon ECS signing any such "certification" documents.

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, travel costs, and other reimbursable expenses stated in the Professional Fees. Any Estimate of Professional Fees stated in this AGREEMENT shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated in this AGREEMENT.

15.2 Should ECS identify a Changed Condition, ECS shall notify the CLIENT of the Changed Condition(s) that in ECS' professional judgment require an amendment of the Professional Fees, time schedule, and/or Scope of Services. ECS and CLIENT shall promptly and in good faith negotiate an amendment to this AGREEMENT.

15.3 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material part of the consideration of this AGREEMENT. Payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices shall be due and payable upon receipt.

15.4 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within twenty-one (21) calendar days of the invoice date and agrees to pay the undisputed amount of such invoice promptly.

15.5 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment will first be applied to accrued interest and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.6 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit in which ECS is not involved, upon CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in enforcing any provision of the AGREEMENT, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.7 Payment of any invoice by the CLIENT shall be taken to mean that the CLIENT agrees to the provisions of the AGREEMENT and is satisfied with ECS' Services and is not aware of any defects in those Services, unless CLIENT has provided notice to ECS in accordance with the DEFECTS IN SERVICE provisions of this AGREEMENT.

16.0 DEFECTS IN SERVICE

16.1 CLIENT and CLIENT'S personnel and contractors shall promptly inform ECS of any actual or suspected defects in ECS' Services, to help ECS take those prompt, effective measures that in ECS' opinion will help reduce or eliminate the consequences of any such defect. Corrections of defects attributable to ECS' Services shall be provided at no cost to CLIENT, except in the case that the deficiency is directly attributable to CLIENT-furnished information, CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects in Services. CLIENT shall compensate ECS for Additional Services required as a result of jurisdictional review requirements.

17.0 INSURANCE

17.1 ECS represents that it and its subcontractors and subconsultants are protected by Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies which it deems reasonable and adequate.

17.2 ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance, the cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 CLIENT AGREES TO ALLOCATE CERTAIN OF THE RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT, SUBJECT TO AVAILABLE INSURANCE PROCEEDS, ARISING FROM ECS' PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW, AS FOLLOWS. For projects where ECS' Fee Estimate or proposed fees are:

18.1.1 \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$5,000, or the total fee for the services rendered, whichever is greater.

18.1.2 In excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for bodily injury and property damage or losses arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants or

subcontractors or by any other person or combination of persons to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants or subcontractors.

19.0 INDEMNIFICATION

19.1 ECS agrees, subject to the limitation of liability provisions of this AGREEMENT, to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services to the extent that such injury is found to be caused by ECS' negligent acts, errors or omissions, specifically excluding any damages caused by any third party or by the CLIENT.

19.2 To the fullest extent permitted by applicable Law, CLIENT agrees to indemnify, defend, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT and CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) injury to or loss of value to tangible personal property; or (c) a breach of this AGREEMENT, except to the extent such Damage is caused by the sole negligence or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability, or any share of any amount levied to recognize more than actual economic damages, subject to any limitations of liability and INDEMNIFICATION provisions contained in this AGREEMENT.

19.4 If CLIENT is a HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT LEGAL COUNSEL BE RETAINED BY CLIENT BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.

19.5 If CLIENT is a residential builder or residential developer, CLIENT shall indemnify, defend and hold harmless ECS against any and all claims or demands due to injury or loss initiated by one or more homeowners, unit-owners, or their homeowners' association, cooperative board, or similar entity against CLIENT which results in ECS being brought into the dispute.

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of the fault, or wherever committed by the CLIENT or ECS, their employees, consultants, agents, contractors or subcontractors, or whether such liability arises in breach of contract or warranty, tort (including negligence), Statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this AGREEMENT shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, unless such claims are based on acts unrelated to the provision of Services under this AGREEMENT.

21.2 CLIENT agrees that it will not seek Damages from any individual associated with ECS as an officer, principal, partner, employee, or owner, from any and all claims or liability for injury or loss that would require such individual to relinquish personal assets to satisfy such claim.

22.0 THIRD PARTY CLAIMS EXCLUSION

22.1 This AGREEMENT shall not create any rights or benefits to parties other than CLIENT and ECS. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without both CLIENT'S and ECS' written consent and the third-party's agreement to be bound to the same terms and conditions contained in this AGREEMENT as CLIENT, and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 All claims, disputes or controversies ["Disputes"] arising out of, or in relation to the interpretation, application or enforcement of this AGREEMENT shall be decided as follows:

23.1.1 CLIENT and ECS agree to attend a dispute resolution meeting within fourteen (14) days of identification of a Dispute by either party. CLIENT and ECS agree to negotiate in good faith to resolve the Dispute.

23.1.2 Should negotiation fail to resolve the dispute, CLIENT and ECS agree to mediate their dispute via a mediator selected by either party, and acceptable to both parties.

23.1.3 Should mediation fail to result in resolution of the Dispute, CLIENT and ECS agree that litigation may be brought by either party.

23.2 Should third-party dispute resolution be required, through mediation or litigation, the non-prevailing party shall reimburse the prevailing party for the prevailing party's documented legal costs, in addition to whatever other judgments or settlement sums

may be due. Such legal costs include, but are not be limited to, reasonable attorney's fees, court costs, forensic consultants and expert witness fees, and other documented expenses.

23.3 Where legal action is brought by either party to resolve a dispute, the claim shall be brought and tried in the judicial jurisdiction of the county in which ECS' office contracting with the CLIENT is located. CLIENT waives the right to remove any litigation action to any other jurisdiction, unless mutually agreed to by both parties.

23.4 This AGREEMENT including all matters related to performance and remediation shall be interpreted according to the substantive Laws of the state of Virginia (but not including its choice of law rules).

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached this AGREEMENT shall issue a written termination notice to the other, identifying the cause for termination within five (5) business days of identifying such cause. Both parties shall then bargain promptly and in good faith to cure such cause. If an acceptable cure can be achieved within fourteen (14) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by this AGREEMENT in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this AGREEMENT for breach of this AGREEMENT, or for any other reasons which may arise. In the event of termination, the party effecting termination shall so notify the other party in writing, and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred, in accordance with ECS' prevailing Fee Schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as those associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION

26.1 Unless prohibited by Law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that claims by either party arising out of this AGREEMENT or the Services provided hereunder shall not be initiated more than two (2) years from the time the party knew, or should have known, of the condition giving rise to its claim, and shall under no circumstances be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT

27.1 Except for Services normally or customarily subcontracted by ECS in the performance of its Services including, but not limited to surveyors, specialized consultants, drilling and excavating subcontractors, and testing laboratories, neither the CLIENT nor ECS may delegate, assign, sublet or transfer its duties, responsibilities or interests in this AGREEMENT without the written consent of the other party.

28.0 SEVERABILITY

28.1 Any provision of this AGREEMENT later held to violate a Law, Statute, or Regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of, or at least addresses, the issues covered by the original provision.

29.0 TITLES

29.1 The titles used in this AGREEMENT are for general reference only and are not part of the AGREEMENT.

30.0 SURVIVAL

30.1 All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of this AGREEMENT.

31.0 ENTIRE AGREEMENT

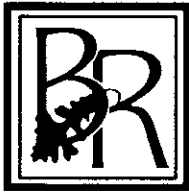
31.1 This AGREEMENT including the Scope of Services and Professional Fees and all exhibits, appendixes, and other documents appended to it, constitute the entire AGREEMENT between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this AGREEMENT. CLIENT acknowledges acceptance of these terms by submitting a CLIENT Work Authorization to ECS.

31.2 CLIENT and ECS agree that subsequent modifications to this AGREEMENT shall not be binding unless made in writing and signed by authorized representatives of both parties.

31.3 All preprinted Terms and Conditions on CLIENT'S purchase order or Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by this AGREEMENT.

31.4 If CLIENT fails to provide ECS with a signed copy of this AGREEMENT or a Work Authorization, by the act of authorizing and accepting the services of ECS, CLIENT agrees to be fully bound by the terms of this AGREEMENT as if signed by CLIENT.

< END OF TERMS AND CONDITIONS OF SERVICE >



Village Board Q&A

Common Themes & Questions Posed by Survey Respondents
2011 Community Survey

4-9-2012 BOARD MEETING

Can the Village bring in a specific band/type of music to the concert series?

In 2007, the Mayor and Board of Trustees appointed an all-volunteer, seven-member Downtown Burr Ridge Events Planning Committee to create a community events program. The Committee, chaired by Trustee Maureen Wott, currently oversees Concerts on the Green, Classics at the Center Car Show and the Jingle Mingle holiday event. The concert series, in particular, has become a very popular event.

At the conclusion of each season the Committee surveys the audience and completes an assessment of how well the program resonated with the audience. Based on that information, the line-up of musical styles, eras, and genres is fine-tuned for the next year. Village and Park District staff then get to work identifying quality acts within the Village's budget. The Committee's approach has always been to try and find something for everyone and craft a well-rounded line-up.

The Committee continues to rely on audience feedback and input to shape their activities. Guests are welcome to email the Village, call or find a volunteer at one of the concerts if you have a recommendation for a band that should be considered.

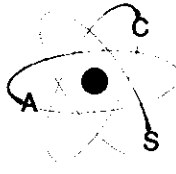
That being said, I am pleased to announce that this year's summer concert series is fully booked and, thanks to our business community, 96% of this year's costs have been underwritten through generous local sponsors. In fact, we had so many sponsors interested this year, we were able to extend the event and schedule an 11-week concert series that will run June 8 through August 17 from 7:30 to 9:00 p.m. every Friday. The complete schedule is available on the Village's website and also at BurrRidgeEvents.com.

Where/how can I dispose of electronic and household hazardous waste?

In the spring and summer, DuPage County hosts regional household hazardous waste collection events. To find out where the next event will be held call the event hotline at (630) 407-6760. In addition, the City of Naperville accepts household hazardous waste year-round. The drop off facility is located behind Naperville Fire Station #4, 1971 Brookdale Road (just east of Route 59, one mile south of I-88. From Route 59 go east on Brookdale Road). The facility is open Saturdays and Sundays, from 9 a.m. to 2 p.m., excluding holidays. If you have questions about the City's household hazardous waste collection program, please call the Department of Public Works at (630) 420-6095, Monday through Friday, between the hours of 7 a.m. and 5 p.m. or visit www.naperville.il.us. The facility is open and available to all Illinois residents.

In addition, regional electronics recycling events can also be utilized to dispose of televisions, computer equipment, handheld devices, entertainment devices, etc. The College of DuPage is hosting an electronics recycling event at its Glen Ellyn campus on Saturday, April 28 from 9 a.m. to 3 p.m. in its College 2 parking lot. Residents should visit www.cod.edu for more information.

8C



Automatic Control Services

1528 Oswego Rd. Naperville, Illinois 60540

(630) 357-1780

March 10, 2012

Quote# WRS020612A.03

Village of Burr Ridge
451 Commerce St.
Burr Ridge, IL 60521

Attn: Jim Lucas

Dear Mr. Lucas:

Automatic Control Services (ACS) is pleased to offer this quote for a SCADA system upgrade for the Village of Burr Ridge, IL Water Department.

ACS will install a 900MHz radio system which will provide communications between the Pump Center and the SCADA system remote stations. The radio communications system will replace the existing telephone line based communications system for the following locations.

- Pump Center - 11680 German Church Rd.
- 0.3 MG South Water Tower
- 2.0 MG North Water Tower
- Highland Fields Lift Station
- Arrowhead Farm Lift Station
- Chasemoor Lift Station

ACS will replace the existing processors for the PLCs located at the remote sites. These units were installed with the original installation over twelve years ago. Improvements in the new processors will improve the operation of the SCADA system.

The total cost for all equipment and services as described above including startup service and one (1) year warranty on all parts and labor is **\$34,995.00**.

Please contact me if you have questions or comments

Sincerely,

William R. Schmitz

8D

**PROCLAMATION
ARBOR DAY WEEK
APRIL 22 - APRIL 28, 2012**

WHEREAS, the Village of Burr Ridge is committed to preserving the beauty of the trees which are its hallmarks and, to this end, the Village each year invests its time and financial resources in a carefully planned program of tree care and tree planting; and

WHEREAS, the Village of Burr Ridge, because of its efforts, has been recognized for eighteen consecutive years as a TREE CITY USA by The National Arbor Day Foundation; and

WHEREAS, it is the intention of the Village to continue to promote citizen awareness of the tree preservation and reforestation efforts which enhance the beauty of the Village and the quality of our environment;

NOW, THEREFORE, the Village of Burr Ridge, Cook and DuPage Counties, Illinois, does hereby proclaim Sunday, April 22, through Saturday, April 28, 2012, as its official week of observance of Arbor Day. On Monday, April 23rd, a tree planting ceremony will be held at the Burr Ridge Village Hall. The Village of Burr Ridge urges all its citizens to support Village efforts to protect the trees we enjoy and to plant trees which will be valued by generations to come.

IN WITNESS WHEREOF, I have set my hand this 9th day of April, 2012.

Mayor

ATTEST:

Village Clerk

8E

VILLAGE OF BURR RIDGE

ACCOUNTS PAYABLE APPROVAL REPORT

BOARD DATE : 04/09/12
 PAYMENT DATE: 04/10/12
 FISCAL 11-12

FUND	FUND NAME	PRE-PAID	PAYABLE	TOTAL AMOUNT
10	General Fund	99.00	27,907.43	28,006.43
21	E-911 Fund		1,026.72	1,026.72
23	Hotel/Motel Tax Fund		6,620.00	6,620.00
31	Capital Improvements Fund		29,060.40	29,060.40
34	Storm Water Management Fund		400.00	400.00
41	Debt Service Fund		1,855.06	1,855.06
51	Water Fund		9,540.09	9,540.09
52	Sewer Fund		27.53	27.53
61	Information Technology Fund		2,988.53	2,988.53
TOTAL ALL FUNDS		<u>\$99.00</u>	<u>\$79,425.76</u>	<u>\$79,524.76</u>

PAYROLL

FOR PAY PERIOD ENDING MARCH 31, 2012

	TOTAL PAYROLL
Legislation	
Administration	14,301.06
Community Development	8,918.45
Finance	7,385.11
Police	115,564.29
Public Works	18,213.19
Water	22,718.56
Sewer	7,085.06
IT Fund	
TOTAL	<u>\$194,185.72</u>
GRAND TOTAL	<u>\$273,710.48</u>

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE

EXP CHECK RUN DATES 03/28/2012 - 03/30/2012
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 1010 Boards & Commissions					
10-1010-50-5015	Ordinance prosecution-Mar12	Linda S. Pieczynski	03/31/12	5457	1,181.50
10-1010-50-5030	Ver. cell phone bill/Grasso-Mar'12	Verizon Wireless	03/21/12	2718994470/Mar12	91.06
10-1010-50-5030	Ver. cell phone upgrade/Grasso-M	Verizon Wireless	03/21/12	2718994470/Mar12	299.99
10-1010-80-8010	DeYoung retirement reception exp	Barbara Popp	04/03/12	Apr2012/B	319.22
10-1010-80-8025	Credit checks/pol. appls-Mar12	Metro-Western Cook	03/15/12	62494	180.00
10-1010-80-8025	Pol. appl polygraph/3-Mar12	Theodore Polygraph Service	03/26/12	3204	405.00
10-1010-80-8030	Video tape bd mtg-03/12/12	Steven O. Stroud	03/29/12	51	575.00
10-1010-80-8030	Video tape bd mtg-03/26/12	Steven O. Stroud	03/29/12	51	450.00
Total For Dept 1010 Boards & Commissions					3,501.77
Dept 2010 Administration					
10-2010-50-5030	Ver. cell phone bill/2-Mar'12	Verizon Wireless	03/21/12	2718994470/Mar12	119.63
Total For Dept 2010 Administration					119.63
Dept 3010 Community Development					
10-3010-50-5020	Elevator insp/per#11288-Mar'12	Elevator Inspection Service	03/26/12	35556	100.00
10-3010-50-5020	2012 IL notary file fee-Tejkowsk	Illinois Secretary of Stat	03/29/12	Mar2012/B	10.00
10-3010-50-5020	2012 notary bond-Tejkowski	Notaries Assn of Illinois	03/29/12	Mar12/B	16.00
10-3010-50-5030	Ver. cell phone bill/2-Mar'12	Verizon Wireless	03/21/12	2718994470/Mar12	121.77
10-3010-50-5035	Public hearing notc-03/30/12	Suburban Life Publications	03/30/12	16883/566025	304.96
10-3010-50-5040	Blueprint copies/Savoy Clb-Mar'1	HR Blueprint, Inc.	03/21/12	80212	15.00
10-3010-50-5075	B&F pin rvw/16W050 83rd-Mar12	B & F Technical Code Serv	03/27/12	34651	150.00
10-3010-50-5075	DMorris plan reviews-Mar'12	Don Morris Architects P.C.	03/31/12	Mar2012	610.00
10-3010-50-5075	DMorris inspections-Mar'12	Don Morris Architects P.C.	03/31/12	Mar2012	1,860.00
10-3010-60-6010	2012 notary stamp-Tejkowski	Notaries Assn of Illinois	03/29/12	Mar12/B	14.00
Total For Dept 3010 Community Development					3,201.73
Dept 4010 Finance					
10-4010-50-5030	Ver. cell phone bill-Mar'12	Verizon Wireless	03/21/12	2718994470/Mar12	60.00
10-4010-50-5035	Budget public hearing notc-Mar12	Suburban Life Publications	03/30/12	16883/566041	304.96
10-4010-50-5040	A/P Classic laser check/2000-Mar	Deluxe For Business	03/24/12	29492584	349.44
Total For Dept 4010 Finance					714.40
Dept 4020 Central Services					
10-4020-50-5085	Mailing sys rental-Dec11/Mar12	Pitney Bowes	03/13/12	2852846-MR12	447.00
10-4020-60-6000	Misc ofc supls/cleaning wipes-Ap	Barbara Popp	04/03/12	Apr2012/A	71.70
Total For Dept 4020 Central Services					518.70
Dept 5010 Police					
10-5010-40-4032	Uniforms/Norlock-Mar'12	Ray O'Herron Co.	03/20/12	0050992-IN	171.80
10-5010-40-4040	2012 notary membership-Wisch	Notaries Assn of Illinois	03/28/12	Mar12/A	8.00
10-5010-40-4042	Uniforms/Wirth-Mar'12	Kale Uniforms	03/23/12	617457	121.99
10-5010-40-4042	Uniforms/Vulpo-Mar12	Ray O'Herron Co.	03/28/12	0051411-IN	188.90
10-5010-40-4042	Uniforms/Firnsin-Mar'12	Ray O'Herron Co.	03/28/12	51410	140.90
10-5010-50-5020	2012 IL notary file fee-Wisch	Illinois Secretary of Stat	03/28/12	Mar2012/A	10.00
10-5010-50-5020	2012 IL notary file fee-Zuccher	Illinois Secretary of Stat	04/02/12	Apr2012	10.00
10-5010-50-5020	2012 notary bond-Wisch	Notaries Assn of Illinois	03/28/12	Mar12/A	16.00
10-5010-50-5020	2012 notary bond-Zuccher	Notaries Assn of Illinois	04/02/12	Apr2012	16.00
10-5010-50-5025	FedEx/IDville-03/20/12	FedEx	03/28/12	7-836-75422	9.13
10-5010-50-5030	Ver. cell phone bill/6-Mar'12	Verizon Wireless	03/21/12	2718994470/Mar12	351.37

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE

EXP CHECK RUN DATES 03/28/2012 - 03/30/2012
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 5010 Police					
10-5010-50-5050	Rpr keyboard #0716-Mar'12	Public Safety Direct, Inc	03/19/12	22754	95.00
10-5010-50-5050	Rpr camera #1005-Mar'12	Public Safety Direct, Inc	03/26/12	22784	95.00
10-5010-50-5051	Confid. lic. plate renewal-Feb12	Illinois Secretary of Stat	02/21/12	Feb2012	99.00
10-5010-50-5051	Vehicle washing-Mar'12	Fuller's Car Wash	03/31/12	649/Mar12	238.83
10-5010-50-5051	Instl spotlight/#0716-Mar'12	Public Safety Direct, Inc	03/05/12	22724	365.00
10-5010-50-5051	GOF/#0903-Mar'12	Tom & Jerry Tire & Service	03/02/12	45859	25.45
10-5010-50-5051	GOF/#1011-Mar'12	Tom & Jerry Tire & Service	03/07/12	45875	25.45
10-5010-50-5051	GOF/#0612-Mar'12	Tom & Jerry Tire & Service	03/07/12	45877	25.45
10-5010-50-5051	GOF/mt-bal 4 tires/#1009-Mar'12	Tom & Jerry Tire & Service	03/08/12	45886	107.05
10-5010-50-5051	GOF #0802-Mar'12	Tom & Jerry Tire & Service	03/14/12	45911	25.45
10-5010-50-5051	GOF #0804-Mar'12	Tom & Jerry Tire & Service	03/19/12	45941	28.87
10-5010-50-5051	Wiper blades/#0802-Mar'12	Tom & Jerry Tire & Service	03/23/12	45983	30.50
10-5010-50-5051	GOF #1106-Mar'12	Tom & Jerry Tire & Service	03/26/12	45990	25.45
10-5010-50-5051	GOF #0716-Mar'12	Tom & Jerry Tire & Service	03/30/12	46018	25.45
10-5010-50-5051	Rpl headlamp/#1011-Mar'12	Tom & Jerry Tire & Service	03/31/12	46024	25.45
10-5010-50-5051	GOF #1005-Mar'12	Tom & Jerry Tire & Service	03/31/12	46034	25.45
10-5010-50-5051	Veh. maint/#0612-Mar'12	Willowbrook Ford	03/19/12	6108871/4	1,761.54
10-5010-50-5051	Veh. maint/#0508-Mar'12	Willowbrook Ford	03/22/12	6109218/1	39.95
10-5010-50-5051	Veh. maint/#0804-Mar'12	Willowbrook Ford	03/29/12	6109589/2	431.89
10-5010-50-5051	Veh. maint/#0507-Mar'12	Willowbrook Ford	03/30/12	6109681/1	168.73
10-5010-60-6000	Misc. office supls-Apr'12	Warehouse Direct Office	P104/02/12	1509905-0	194.61
10-5010-60-6010	2012 notary stamp-Wisch	Notaries Assn of Illinois	03/28/12	Mar12/A	14.75
10-5010-60-6010	2012 notary stamp-Zuccherro	Notaries Assn of Illinois	04/02/12	Apr2012	14.00
				Total For Dept 5010 Police	4,932.41
Dept 6010 Public Works					
10-6010-40-4032	Uniform rental-03/27/12	Breens Cleaners	03/27/12	313993	74.50
10-6010-40-4032	Jacket/Wernimont-Mar'12	Red Wing Shoe Store	03/15/12	45-5016	85.00
10-6010-40-4042	ISPE mtg/Stelle-Mar'12	Jonathan P. Stelle	03/29/12	Mar2012	20.00
10-6010-40-4043	Tuition reimb/P May-Mar2012	Paul D. May	03/28/12	Mar2012	1,000.00
10-6010-50-5030	Ver. cell phone bill/9-Mar'12	Verizon Wireless	03/21/12	2718994470/Mar12	295.93
10-6010-50-5051	Rpl lift cylinder unit#34-Mar'12	Auto Truck Group, Inc.	03/20/12	1064941	2,546.00
10-6010-50-5051	GOF/unit #38-Mar'12	B & R Repair & Co.	03/12/12	W1034843	88.69
10-6010-50-5051	Pchs/instl decals/unit #18-Mar'12	Image FX, LLC	03/21/12	15045	214.00
10-6010-50-5051	ISP-MTP78 HD battery-Mar'12	Westown Auto Supply Co.	Ir 03/19/12	43185	114.12
10-6010-50-5054	Rpr street light/Woodside Ln-Mar	Rag's Electric	03/19/12	8034	295.11
10-6010-50-5055	Mad. RR horn maint/reimb-Feb12	Meade Electric Company, Ir	03/15/12	654371	134.00
10-6010-50-5065	Electric/Vill. street lights-Mar	Exelon Energy Inc.	03/20/12	200323800190/Mar12	2,864.72
10-6010-60-6000	Rplmt valve/degreaser/batteries-	Grainger	03/15/12	9779208496	98.74
10-6010-60-6010	Misc bldg supls/PW-Mar'12	McMaster-Carr Supply Comp	03/15/12	20888090	97.61
10-6010-60-6020	Grease/diesel exhaust fluid-Mar	Mid-Town Petroleum Inc.	03/15/12	5001226-IN	207.04
10-6010-60-6040	Misc. supls-Mar'12	Menards - Hodgkins	03/14/12	32060290/75076	2.98
10-6010-60-6041	Gasket materials-Mar'12	McMaster-Carr Supply Comp	03/20/12	21260972	35.49
10-6010-60-6041	Brake parts/unit #26-Feb12	Westown Auto Supply Co.	Ir 02/15/12	42579/rplmnt	75.27
10-6010-60-6041	Misc. filters & belt/unit #17-Fe	Westown Auto Supply Co.	Ir 02/22/12	42702/rplmnt	82.99
				Total For Dept 6010 Public Works	8,332.19
Dept 6020 Buildings & Grounds					
10-6020-50-5052	Rpr door closers/VH-Mar'12	F. W. Kline, Inc	03/19/12	46733	120.00
10-6020-50-5052	FD monitor/lease radio/PD-Apr/Ju	Fire & Security Systems, I	03/15/12	119200	228.00

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE

EXP CHECK RUN DATES 03/28/2012 - 03/30/2012

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 6020 Buildings & Grounds					
10-6020-50-5057	Windsor pond spring burn-Mar'12	McGinty Bros. Inc.	03/16/12	125664	2,100.00
10-6020-50-5058	Window washing/VH-Mar'12	Best Quality Cleaning, Inc	03/16/12	45776	160.00
10-6020-50-5058	Window washing/PW-Mar'12	Best Quality Cleaning, Inc	03/16/12	45776	135.00
10-6020-50-5058	Window washing/PD-Mar'12	Best Quality Cleaning, Inc	03/16/12	45776	575.00
10-6020-50-5058	Janitorial service/VH-Mar'12	Best Quality Cleaning, Inc	03/20/12	45789	900.00
10-6020-50-5058	Janitorial service/PW-Mar'12	Best Quality Cleaning, Inc	03/20/12	45789	420.00
10-6020-50-5058	Janitorial service/PD-Mar'12	Best Quality Cleaning, Inc	03/20/12	45789	1,350.00
10-6020-50-5058	Mat rental/VH-03/27/12	Breens Cleaners	03/27/12	313987	18.00
10-6020-50-5058	Mat rental/PW-03/27/12	Breens Cleaners	03/27/12	313987	21.00
10-6020-50-5058	Mat rental/PD-03/27/12	Breens Cleaners	03/27/12	313987	27.00
10-6020-50-5058	Cell cleaning-04/01/12	Service Master	04/01/12	156267	265.00
10-6020-60-6010	Rplmt valve/degreaser/batteries-	Granger	03/15/12	9779208496	98.74
10-6020-60-6010	Misc bidg supls/PW-Mar'12	McMaster-Carr Supply Comp	03/15/12	20888090	97.60
10-6020-60-6010	Flush valves-Mar'12	McMaster-Carr Supply Comp	03/20/12	21280972	170.26
	Total For Dept 6020 Buildings & Grounds				6,685.60
	Total For Fund 10 General Fund				28,006.43
Fund 21 E-911 Fund					
Dept 7010 Special Revenue E-911					
21-7010-50-5095	E911 line charge-Mar'12	AT&T	03/16/12	630249786803/Mar'12	1,026.72
	Total For Dept 7010 Special Revenue E-911				1,026.72
	Total For Fund 21 E-911 Fund				1,026.72
Fund 23 Hotel/Motel Tax Fund					
Dept 7030 Special Revenue Hotel/Motel					
23-7030-80-8055	H/M marketing-Mar'12	Boost Creating Marketing	103/30/12	1025	5,220.00
23-7030-80-8055	4' x 6' Burr Ridge flag/25-Mar'12	W.G.N. Flag & Decorating	03/15/12	34074	1,400.00
	Total For Dept 7030 Special Revenue Hotel/Motel				6,620.00
	Total For Fund 23 Hotel/Motel Tax Fund				6,620.00
Fund 31 Capital Improvements Fund					
Dept 8010 Capital Improvements					
31-8010-70-7010	I55/CLR enhancements-Mar'12	Hitchcock Design Group	03/27/12	14297	15,155.99
31-8010-70-7055	GE F32T8XLSXPX41HL/Eco Fluor Lamp	Evergreen Supply Company	03/22/12	S100061336.001	338.00
31-8010-70-7055	GE F32T8XLSXPX30HL/Eco Fluor Lamp	Evergreen Supply Company	03/22/12	S100061336.001	444.86
31-8010-70-7055	GE F32/25WSPX41ECVG Fluor Lamp	Evergreen Supply Company	03/22/12	S100061336.001	74.40
31-8010-70-7055	GE F24W/T5/841/Eco Fluor Lamp	Evergreen Supply Company	03/22/12	S100061336.001	71.50
31-8010-70-7055	GE F54W/T5/841/Eco Fluor Lamp	Evergreen Supply Company	03/22/12	S100061336.001	307.80
31-8010-70-7055	GE GE232MAX-L/ULTRA F32T8 Fluor	Evergreen Supply Company	03/22/12	S100061336.001	651.00
31-8010-70-7055	ESI F-14WP-WR-132-UNV-L	Evergreen Supply Company	03/26/12	S100065038.001	2,670.50
31-8010-70-7055	ESI K-24EAP2232-LEV-PW	Evergreen Supply Company	03/26/12	S100065038.001	34.60
31-8010-70-7055	ESI F-24-GTAR-154-UNV	Evergreen Supply Company	03/26/12	S100065038.001	5,198.40
31-8010-70-7055	ESI F-18WP-WR-232-UNV-L	Evergreen Supply Company	03/26/12	S100065038.001	177.00
31-8010-70-7055	ESI F-22-GTAR-124-UNV	Evergreen Supply Company	03/26/12	S100065038.001	974.60
31-8010-70-7055	VH Improvements-Apr'12	Interior Environments Inc.	04/03/12	BRVH-0412	2,961.75
	Total For Dept 8010 Capital Improvements				29,060.40

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE

EXP CHECK RUN DATES 03/28/2012 - 03/30/2012
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 31 Capital Improvements Fund					
Total For Fund 31 Capital Improvements Fund					29,060.40
Fund 34 Storm Water Management Fund					
Dept 8040 Storm Water Management					
34-8040-70-7051	Windsor pond spring burn-Mar12	McGinty Bros. Inc.	03/16/12	125664	400.00
Total For Dept 8040 Storm Water Management					400.00
Total For Fund 34 Storm Water Management Fund					400.00
Fund 41 Debt Service Fund					
Dept 4030 Debt Service					
41-4030-80-8040	Debt cert. 2012 official stateme	ImageMaster, Inc.	03/15/12	32246	1,855.06
Total For Dept 4030 Debt Service					1,855.06
Total For Fund 41 Debt Service Fund					1,855.06
Fund 51 Water Fund					
Dept 6030 Water Operations					
51-6030-40-4032	Uniform rental-03/27/12	Breens Cleaners	03/27/12	313993	59.92
51-6030-40-4042	Wtr Resource Mgt/Codes trg-Stell	Ill. Society of Prof. Engi	03/30/12	3198/Apr12	65.00
51-6030-40-4043	Tuition reimb/P May-Mar2012	Paul D. May	03/28/12	Mar2012	150.00
51-6030-50-5020	Well water SOC tests/3-Feb'12	PDC Laboratories, Inc.	02/29/12	706804S	2,325.00
51-6030-50-5020	Well water VPC tests/3-Feb'12	PDC Laboratories, Inc.	02/29/12	706804S	300.00
51-6030-50-5030	Ver. cell phone bill/10-Mar'12	Verizon Wireless	03/21/12	2718994470/Mar12	329.91
51-6030-50-5080	Electric/well #4-Mar'12	COMED	03/21/12	0029127044/Mar12	481.47
51-6030-50-5080	Electric/well #1-Mar'12	COMED	03/22/12	0793668005/Mar2012	215.45
51-6030-50-5080	Electric/well #5-Mar'12	COMED	03/21/12	4497124016/mar12	234.35
51-6030-50-5080	Electric/Bedford sump pump-Mar12	COMED	03/14/12	9179647001/Mar12	87.49
51-6030-50-5080	Electric/PC-Mar'12	Exelon Energy Inc.	03/23/12	100491300290.	3,598.92
51-6030-60-6010	Topsoil/6 yds-Mar'12	Tameling Industries	03/23/12	77603-IN	156.00
51-6030-60-6010	Cl. 52 8" watermain pipe-Mar'12	Underground Pipe & Valve	03/23/12	173403	498.23
51-6030-60-6010	Cl. 52 6" watermain pipe-Mar'12	Underground Pipe & Valve	03/23/12	173403	726.35
51-6030-60-6040	8"x20" SS repair clamp-1/Mar12	Underground Pipe & Valve	03/23/12	173402	312.00
Total For Dept 6030 Water Operations					9,540.09
Total For Fund 51 Water Fund					9,540.09
Fund 52 Sewer Fund					
Dept 6040 Sewer Operations					
52-6040-40-4032	Uniform rental-03/27/12	Breens Cleaners	03/27/12	313993	27.53
Total For Dept 6040 Sewer Operations					27.53
Total For Fund 52 Sewer Fund					27.53
Fund 61 Information Technology Fund					
Dept 4040 Information Technology					
61-4040-50-5020	IT phone supt 03/26 & 04/03	Orbis Communications	04/04/12	555556	180.00
61-4040-50-5020	PD wireless trg-Mar/Apr'12	Orbis Communications	04/04/12	555556	2,160.00
61-4040-50-5020	Ver. cell ph data services-Mar'1	Verizon Wireless	03/21/12	2718994470/Mar12	615.99
61-4040-60-6010	Iphone travel chgr/Grasso-Mar12	Gary Grasso	03/23/12	Mar2012	32.54
Total For Dept 4040 Information Technology					2,988.53

EXP CHECK RUN DATES 03/28/2012 - 03/30/2012
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 61 Information Technology Fund					
	Total For Fund 61 Information Technology Fund				2,988.53
Fund Totals:					
	Fund 10 General Fund				28,006.43
	Fund 21 E-911 Fund				1,026.72
	Fund 23 Hotel/Motel Tax Fund				6,620.00
	Fund 31 Capital Improvements Fund				29,060.40
	Fund 34 Storm Water Management Fund				400.00
	Fund 41 Debt Service Fund				1,855.06
	Fund 51 Water Fund				9,540.09
	Fund 52 Sewer Fund				27.53
	Fund 61 Information Technology Fund				2,988.53
Total For All Funds:					79,524.76