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

August 26, 2013 7:00 p.m.

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

   Eleni Andrews, Pleasantdale Elementary 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.

#### 5. MINUTES

- \*A. Approval of Regular Meeting of August 12, 2013
- \*B. Receive and File Draft Plan Commission Meeting of August 19, 2013
- 6. ORDINANCES

#### 7. RESOLUTIONS

- A. Consideration of Adoption of Resolution Authorizing a Real Estate Sales
  Contract for Sale of Village Owned Land at 11680 German Church Road
  (Pump Center)
- \*B. Adoption of Resolution Amending the Premium Conversion Plan under Section 125 of the Internal Revenue Code for the Benefit of the Employees of the Village of Burr Ridge Previously Adopted by Resolution R-23-92

#### 8. CONSIDERATIONS

- A. <u>Consideration of Plan Commission Recommendation to Deny Fence Variation (Z-11-2013: 6501 County Line Road Lindell)</u>
- \*B. Approval of Plan Commission Recommendation to Grant Conditional Sign Approval and Sign Variation for Two Wall Signs (S-04-2013: 60 Shore Drive Brand Max Motors)
- \*C. Approval of Plan Commission Recommendation to Conduct a Public Hearing to Consider an Amendment to the Zoning Ordinance in Response to the State of Illinois Compassionate Use of Medical Cannabis Pilot Program Act (PC-07-2013)

- \*D. <u>Approval of Recommendation to Authorize Contract for 2013 Pavement Marking Program</u>
- \*E. <u>Approval of Recommendation to Authorize FMLA Leave of Absence for</u> General Utility Worker Tim Jordan
- \*F. Approval of Vendor List in the amount of \$153,393.68 for all funds, plus \$194,459.29 for payroll, for a grand total of \$347,852.97, which does not include any special expenditures
- G. <u>Other Considerations</u> 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 August 26, 2013

**DATE:** August 23, 2013

## PLEDGE OF ALLEGIANCE - Eleni Andrews, Pleasantdale Elementary School

#### 6. ORDINANCES

#### 7. RESOLUTIONS

## A. Contract for the Sale of Village Property – Pump Center

Please find attached a Resolution authorizing a contract for the sale of the Village Pump Center property located on German Church Road, along with the contract. The contract purchaser is Pulte Home Corporation. Pulte has committed to purchase the property at the Village's asking price of \$2,445,000.

The contract is contingent on the Village granting zoning approval for a residential development to be proposed by Pulte. The approval of this contract in no way obligates or indicates the Village's intent to approve any particular zoning classification or development plan for the subject property. If Pulte does not obtain zoning approval, the contract would expire with no further obligations required of either the Village or Pulte.

Also, please note that the contract is not contingent upon Pulte's acquisition of the Sessions property adjacent to the pump station property. It is our understanding that the Sessions property is under contract to another buyer and Pulte may continue to try to acquire this property. However, the contract gives Pulte the right to pursue zoning approval for the pump station property without inclusion of the Sessions property.

There is also attached an email message and a letter from Mr. Zed Francis on behalf of the Bridle Path Homeowners Association.

**It is our recommendation:** that the Resolution authorizing the contract be adopted and that the contract be approved.

## B. Amend Premium Conversion Plan (Section 125 Plan)

In April 1992, the Village adopted Resolution #R-23-92 that approved a Premium Conversion Plan that would allow for employee-paid health and dental insurance premiums to be deducted from an employee's paycheck before income taxes are calculated, thereby reducing the amount of income tax the employee would pay. The Plan was revised in 2010 to include Flexible

Spending Account contributions to be made on a pre-tax basis. As part of their contract with the Village, the Plan Administrator for our Flexible Spending Account, Discovery Benefits, Inc., annually reviews our Premium Conversion Plan to ensure compliance with Federal laws governing this program and have updated our Plan this year to incorporate changes resulting from the Health Care Reform Act. The revised Plan has been reviewed and approved by Finance Director Jerry Sapp and went into effect July 1, 2013. Enclosed is a Resolution adopting the revised Premium Conversion Plan retroactive to the effective date, along with the revised Plan.

It is our recommendation: that the Resolution be adopted and that the Mayor be authorized to sign the Plan Document.

#### 8. CONSIDERATIONS

## A. <u>Plan Commission Recommendation – Deny Fence Variation (Z-11-2013:</u> 6501 County Line Road – Lindell)

Please find attached a letter from the Plan Commission recommending denial of a request by Dennis Lindell, Attorney for the property owner, for a variation from Section IV.J for a fence in a front and corner side yard. The Plan Commission previously sent a recommendation of denial to the Board on July 8, 2015. The Board remanded this petition to the Plan Commission to consider an amended plan with the fence moved behind the perimeter landscaping with additional landscaping added. The Plan Commission considered the revised plans at their August 19 meeting.

The Plan Commission concluded that the changes did not resolve their previous concerns. Particularly, the Commission still believes that the variation cannot be justified. The property may be considered unique due to its location at an intersection of two arterial streets. However, that unique condition does not create a hardship that can only be resolved by granting the proposed fence variation. In fact, the Plan Commission concluded that the fence will not provide any more protection from the adjacent streets than could be provided by landscaping.

The petitioner also requested a text amendment that would allow fences in the front yards of properties of two acres or more and located on two arterial streets. The Commission previously recommended denial of the text amendment in part because the size of the lot should not be reason for allowing front yard fences.

At the August 19 meeting, the petitioner indicated they would be agreeable to any amendment that allowed a front yard fence on the subject property. The Commission discussed options for a text amendment and decided that any further consideration of a text amendment should be done with a new public hearing that includes a broader legal notice. The Commission struggled with finding any terms that would allow front yard fencing without creating an undesirable number of front yard fences in the Village. Generally, the Commission believes that front yard fences are contrary to the objectives of

the fence regulations which are to maintain an open streetscape throughout the Village.

<u>It is our recommendation:</u> that the Board concur with the Plan Commission and direct staff to prepare an Ordinance denying the variation and the text amendment.

# B. <u>Plan Commission Recommendation - Sign Variation (S-04-2013: 60 Shore Drive - Brand Max Motors)</u>

Please find attached a letter from the Plan Commission recommending approval of a request by Brand Max Motors for a variation from the Sign Ordinance to permit two wall signs on the same side of the building with a combined area of 160 square feet. The Sign Ordinance permits two signs per street frontage for a corner lot provided each sign is oriented toward a different street with a combined area not to exceed 110 square feet.

In 2007, a sign variation was approved allowing two signs on the north façade of the building. The proposed sign would replace one of the two signs previously approved for this property. The 2007 approval was based on the fact that two signs are allowed on the building, that the building faces I-55, and that the use of the building includes two retail sales facilities. The current request included a third sign to be located above the entryway on the west façade of the building. However, the Commission does not recommend that sign as it would be inconsistent with other sign approvals and set a precedent for three signs on a corner lot.

<u>It is our recommendation:</u> that the Board concurs with the Plan Commission and directs staff to prepare an Ordinance granting the sign variations.

# C. <u>Plan Commission Recommendation – Public Hearing re Use of Medical Cannabis Pilot Program Act (PC-07-2013)</u>

Please find attached a letter from the Plan Commission recommending that the Board direct the Plan Commission to conduct a public hearing to consider an amendment to the Zoning Ordinance. The hearing would consider an amendment in response to the recent enactment by the State of Illinois of the Compassionate Use of Medical Cannabis Pilot Program Act by the State of Illinois. This law preempts municipal authority to wholly prohibit "medical marijuana disbursement facilities" (as defined in the Act) within municipal borders. It does, however, allow municipalities to regulate the location of such facilities from a zoning standpoint. A more detailed explanation is provided in the attached letter from the Village Attorney.

<u>It is our recommendation:</u> that the Board authorize the Plan Commission to proceed with a public hearing as recommended.

#### D. Contract for 2013 Pavement Marking Program

The Burr Ridge Engineering Division has prepared contract documents and solicited bids for the 2013 Pavement Marking program. The pavement marking program is typically scheduled for each fall, following completion of the annual resurfacing program. The 2013 budget includes \$20K for pavement marking improvements.

A bidder solicitation was published in the IDOT contract bulletin, and area contractors were contacted directly to notify them of the project. Three bids were received for this project. The low bid for this project is from Mark-it Corporation, in the amount of \$21,750.90. Although this price is slightly above the \$20K Capital Improvement budget item for this work, it can be readily absorbed in the larger Capital Improvement budget due to completion of the resurfacing work substantially under budget. The bid results are as follows:

Mark-it Corporation \$ 21,750.90 Marking Specialists \$ 26,957.10 AC Pavement Striping \$ 44,031.28

It is our recommendation: that a contract for the 2013 Pavement Marking program be awarded to Mark-it Corporation in the amount of \$21,750.90.

### E. Unpaid FMLA Leave of Absence - Tim Jordan

Attached please find a letter from General Utility Worker Tim Jordan requesting an unpaid leave of absence for two weeks under the Family and Medical Leave Act. Mr. Jordan has exhausted his paid leave allotments and is requesting an unpaid leave of absence to recover from emergency appendectomy surgery, which qualifies under the FMLA regulations. Mr. Jordan's FMLA leave is from August 12 through August 26.

<u>It is our recommendation:</u> that the request for unpaid leave of absence under the Family and Medical Leave Act for General Utility Worker Tim Jordan be approved.

#### F. Vendor List

Enclosed is the Vendor List in the amount of \$153,393.68 for all funds, plus \$194,459.29 for payroll, for a grand total of \$347,852.97. The Vendor List does not include any special expenditures.

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

# SA

#### REGULAR MEETING

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

#### August 12, 2013

<u>CALL TO ORDER</u> The Regular Meeting of the Mayor and Board of Trustees of August 12, 2013 was held in the Meeting Room of the Village Hall, 7660 County Line Road, Burr Ridge, Illinois and called to order at 7:03 p.m. by Mayor Straub.

<u>PLEDGE OF ALLEGIANCE</u> The Pledge of Allegiance was conducted by Lauren French of Pleasantdale Elementary School.

**ROLL CALL** was taken by the Village Clerk and the results denoted the following present: Trustees Paveza, Ruzak, Franzese, Bolos, Grasso, Manieri, and Mayor Straub. Also present were Village Administrator Steve Stricker, Public Works Director Paul May, Community Development Director Doug Pollock, Police Chief John Madden, Village Attorney Scott Uhler, and Village Clerk Karen Thomas. There being a quorum, the meeting was open to official business.

Trustee Grasso stated that although her husband, former Mayor Gary Grasso, received campaign funds from the petitioner in Agenda Items 8A, 8B, and 8C, she would not be recusing herself from the discussion and vote.

Mayor Straub stated that through the Odyssey Hotel discussions, he learned a great deal. He added that he will be preparing a vision for the Village which focuses on prosperity and unity.

 $\underline{\text{AUDIENCE}}$  Kathleen McInerney,  $81^{\text{st}}$  and Garfield, discussed the Com Ed tree trimming in the Village and her dissatisfaction with the results.

Sandra Szynal, 7819 Drew Avenue, discussed Mayor Straub's "Friday Wrap" discussions regarding the proposed Odyssey Hotel Project and stated she was offended by the presentation.

Daniel Gierczyk, 161 Carriage Way, discussed the proposed Global Luxury Imports business at 101 Tower Drive and his objections to the business at that location.

Ki Scanlon, 16 Tartan Ridge, discussed her objection to the variation permitting outdoor parking for Global Luxury Imports at 101 Tower Drive as it is a highly visible location. She also noted that the vehicles being sold at the business are not luxury vehicles.

Elaine Milota, 8921 Royal Drive, discussed ethics in relation to the campaign contributions to former Mayor Gary Grasso from the petitioners of Board Agenda items. Ms. Milota criticized Trustee Grasso for failing to recuse herself from voting on those agenda items due to the ethical implications.

Keith Lutz, 7701 Drew, stated politics should not be a factor in the Village Board Meetings and if Trustee Grasso is following the law, she should not be asked to recuse herself from a vote. Mr. Lutz is in favor of additional businesses in the Village.

Mark Toma, 7515 Drew, criticized Mayor Straub's "Friday Wrap" discussion related to the Odyssey hotels and feels Mayor Straub is putting businesses before the residents.

Tom O'Toole, 15W115 79<sup>th</sup> Street, commended Chairman Trzupek and the Plan Commission for their professionalism in conducting the Public Hearing for the Odyssey Hotel petition. Mr. O'Toole expressed his displeasure with Mayor Straub's position regarding the Odyssey Hotel and the "Friday Wrap" videos.

Marilou McGirr, 60<sup>th</sup> Place, discussed her suggestions with regard to reducing Village expenses.

Marty Gleason, 80<sup>th</sup> & County Line Road, emphasized the importance of congeniality, collegiality, and civility. Mr. Gleason added that it is his opinion that Trustee Grasso should not recuse herself from the vote.

Eduardo Davila, 124 W. 79<sup>th</sup> Street, discussed the importance of the elected officials representing the wishes of the residents with regard to the Odyssey Hotels.

Susan Kett, 6040 Grant, thanked the Trustees for their dedication and spoke of the strong morals, ethics and dedication of Trustee Grasso, her neighbor.

Dolores Cizek, Former Trustee, expressed her displeasure with the potential Global Luxury Imports business that would be visibly located along the County Line Road corridor.

CONSENT AGENDA – OMNIBUS VOTE

After reading the Consent Agenda by Mayor Straub, motion was made by Trustee Ruzak and seconded by Trustee Grasso 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 Ruzak, Grasso, Manieri, Franzese, Paveza, Bolos

NAYS:

0 - None

ABSENT:

0 - None

There being six affirmative votes, the motion carried.

APPROVAL OF REGULAR MEETING OF JULY 22, 2013 were approved for publication under the Consent Agenda by Omnibus Vote.

**RECEIVE AND FILE VETERANS MEMORIAL COMMITTEE MEETING OF JUNE 26, 2013** were noted as received and filed under the Consent Agenda by Omnibus Vote.

**RECEIVE AND FILE (DRAFT) SPACE NEEDS COMMITTEE MEETING OF AUGUST 5, 2013** were noted as received and filed under the Consent Agenda by Omnibus vote.

RECEIVE AND FILE (DRAFT) PLAN COMMISSION MEETING OF AUGUST 5, 2013 were noted as received and filed under the Consent Agenda by Omnibus Vote.

APPROVAL OF AN ORDINANCE GRANTING A SPECIAL USE FOR AN OUTDOOR PLAY AREA FOR A SCHOOL FOR DEVELOPMENTALLY DISABLED PERSONS ENCLOSED WITH A FENCE IN A GI GENERAL INDUSTRIAL DISTRICT PURSUANT TO THE VILLAGE OF BURR RIDGE ZONING ORDINANCE (Z-13-2013: 8320 MADISON STREET – SOARING EAGLE ACADEMY)

The Board, under the Consent Agenda by Omnibus Vote, approved the Ordinance granting a special use for an outdoor play area for a school for developmentally disabled persons enclosed with a fence in a GI General Industrial District pursuant to the Village of Burr Ridge Zoning Ordinance (Z-13-2013: 8320 Madison Street – Soaring Eagle Academy).

THIS IS ORDINANCE NO. A-834-20-13.

APPROVAL OF AN ORDINANCE GRANTING A SPECIAL USE FOR OVERNIGHT OUTSIDE STORAGE OF COMMERCIAL VEHICLES AND TRAILERS IN A GI
GENERAL INDUSTRIAL DISTRICT PURSUANT TO THE VILLAGE OF BURR
RIDGE ZONING ORDINANCE (Z-15-2013: 16W260 83RD STREET - TOWER
COMMUNICATIONS The Board, under the Consent Agenda by Omnibus Vote, approved the Ordinance granting a special use for overnight storage of commercial vehicles and trailers in a GI General Industrial District pursuant to the Village of Burr Ridge Zoning Ordinance (Z-15-2013: 16W260 83rd Street - Tower Communications).

THIS IS ORDINANCE NO. A-834-21-13.

APPROVAL OF MAYOR STRAUB'S RECOMMENDATION TO APPOINT TRUSTEE

ALBERT PAVEZA AS PRESIDENT PRO TEM FOR A TWO-YEAR TERM EXPIRING

MAY 1, 2015

The Board, under the Consent Agenda by Omnibus Vote, approved Mayor Straub's recommendation to appoint Trustee Albert Paveza as President Pro Tem for a two-year term expiring May 1, 2015.

APPROVAL OF MAYOR STRAUB'S RECOMMENDATION TO APPOINT NOEL HASTALIS AS VILLAGE TREASURER FOR A FOUR-YEAR TERM EXPIRING MAY 1, 2017

The Board, under the Consent Agenda by Omnibus Vote, approved Mayor Straub's recommendation to appoint Noel Hastalis as Village Treasurer for a four-year term expiring May 1, 2017.

APPROVAL OF MAYOR STRAUB'S RECOMMENDATIONS REGARDING
APPOINTMENTS TO THE RESTAURANT MARKETING COMMITTEE

Board, under the Consent Agenda by Omnibus Vote, approved Mayor Straub's recommendations for appointments to the Restaurant Marketing Committee.

APPROVAL OF RECOMMENDATION TO APPROVE REQUEST FROM BURR RIDGE COMMUNITY PARK FOUNDATION FOR PLACEMENT OF TEMPORARY PROMOTIONAL SIGNS FOR THEIR PEDAL THE PARKS EVENT SCHEDULED FOR SUNDAY, SEPTEMBER 8, 2013 The Board, under the Consent Agenda by Omnibus Vote, approved the request from the Burr Ridge Community Park Foundation to install temporary signage for the Pedal the Parks Event in September.

APPROVAL OF REQUEST FROM GIRL SCOUT TROOP 51660 AT GOWER SCHOOL TO CONDUCT A 5K RUN/WALK FUNDRAISER ON NOVEMBER 2, 2013 The Board, under the Consent Agenda by Omnibus Vote, approved the request from Girl Scout Troop 51660 to hold a 5K run/walk event contingent on following all the requirements of the Special Events Ordinance.

APPROVAL OF RECOMMENDATION TO AWARD CONTRACT FOR 2013 PAVEMENT PATCHING

The Board, under the Consent Agenda by Omnibus Vote, awarded the contract for miscellaneous paving patching to Murphy Paving Company of Burr Ridge in the amount of \$19,070.

RECEIVE AND FILE RESIGNATION LETTER FROM PART-TIME WATER METER READER DANE WISNIOWICZ EFFECTIVE AUGUST 1, 2013

The Board, under the Consent Agenda by Omnibus Vote, received and filed the resignation letter from part-time Water Meter Reader Dane Wisniowicz effective August 1, 2013.

APPROVAL OF RECOMMENDATION TO FILL TWO VACANT PART-TIME WATER METER READER POSITIONS

Omnibus Vote, authorized the Director of Public Works to replace the two vacant meter reader positions.

APPROVAL OF PROCLAMATION DESIGNATING OCTOBER AS "FIRE SAFETY MONTH"

The Board, under the Consent Agenda by Omnibus Vote, approved the Proclamation designating October as "Fire Safety Month".

APPROVAL OF VENDOR LIST IN THE AMOUNT OF \$964,400.76 FOR ALL FUNDS, PLUS \$455,444.71 FOR PAYROLL, FOR A GRAND TOTAL OF \$1,419,845.47 WHICH INCLUDES SPECIAL EXPENDITURES OF \$30,083.95 TO ENGINEERING RESOURCE ASSOCIATION FOR MADISON STREET STP GRANT ENGINEERING AND \$417,422.97 TO K-FIVE CONSTRUCTION CORP FOR PAYMENT #1 ON THE 2013 MFT ROAD PROGRAM The Board, under the Consent Agenda by Omnibus Vote,

approved the Vendor List in the amount of \$964,400.76 for the period ending August 12, 2013, and payroll in the amount of \$455,444.71 for the periods ending July 20, 2013 and August 3, 2013.

CONSIDERATION OF AN ORDINANCE AMENDING THE VILLAGE OF BURR RIDGE ZONING ORDINANCE TO ADD AUTOMOBILE SALES AND SERVICE AS A SPECIAL USE IN THE LI LIGHT INDUSTRIAL DISTRICT: (Z-14-2013: - TEXT AMENDMENT - GLOBAL LUXURY IMPORTS)

CONSIDERATION OF AN ORDINANCE GRANTING A SPECIAL USE FOR AN AUTOMOBILE SALES AND SERVICE BUSINESS IN A LI LIGHT INDUSTRIAL DISTRICT PURSUANT TO THE VILLAGE OF BURR RIDGE ZONING ORDINANCE (Z-14-2013: - 101 TOWER DRIVE - GLOBAL LUXURY IMPORTS)

Community Development Director Doug Pollock stated this agenda item was continued from the July 22<sup>nd</sup> Board Meeting in order to provide a minimum and average cost of automobiles sold and delivery hours.

Mr. Pollock explained that the following conditions have been agreed to with the petitioner:

- Deliveries will be scheduled outside of rush hour and will average of three to four per week but the time restriction will be difficult to enforce thus, it is not stated in the Ordinance;
- 75% of the inventory will maintain an average sale price of \$40,000 or more
- 75% of all vehicles sold will have an average sale price of \$75,000 or more.
- Vehicles displayed in the window will have an average value of \$75,000 or more.

In response to questions raised at the July 22<sup>nd</sup> Board Meeting, Mr. Pollock addressed the following:

- the petitioner did consult staff prior to the purchase of the building regarding its use and it
  was explained that the building could be used for storage and display of automobiles but
  sales would require a special use;
- traffic from this use be significantly less than other permitted uses for this property and other properties in the area.

At Trustee Grasso's request, Plan Commission Chairman Greg Trzupek explained the Plan Commission's unanimous approval of the special use noting that without the special use approval, the building could be used for storage of automobiles so permitting the sales seemed acceptable. He added that other uses in the location would have generated more traffic than is anticipated for the car sales business.

Jo Irmen, 127 Stirrup Lane, noted her objection to the granting of the special use due to the undesirability of a used car dealership in the area and the decrease of property values.

Mary Bradley, 121 Surrey Lane, stated she is not in favor of a car sales business at the location. She inquired about the annual sales tax revenue the Village is receiving from the business in its current location. Village Administrator Steve Stricker responded that approximately \$40,000 has been paid in the 1 ½ years the business has been operating in the Village.

Dominic Reda, 161 Tower Drive, supports the granting of the special use to Global Luxury Imports. He noted that there are several vacant businesses on Tower Drive and continued occupancy is good for the economy and the Village. Mr. Reda stated his business is located next to their current location and their property is well-maintained and they are a good neighbor.

Elaine Milota, 8921 Royal Drive, requested clarification on the sales tax revenue and suggested eliminating Mayor and Trustee salaries and expenses. Ms. Milota inquired if automobiles would be showcased outdoors and Village Administrator Stricker responded that only customer parking would be outdoors and all automobiles for sale would be inside the building. Ms. Milota stated she does not wish to have a car dealership on County Line Road.

Daniel Gierczyk, 161 Carriage Way, discussed promoting business growth in Burr Ridge. In response, Mayor Straub explained the Village does not have staff promote the Village. Village Administrator Steve Stricker added that it is the responsibility of the Management Companies to promote their properties.

Tom Concklin, 5 Old Mill Lane, stated he objects to the dealership on County Line Road and the precedent it may set and expressed concern that the automobiles will be parked outdoors.

Christina Brotto, Attorney for the Petitioner, introduced Mutie Sughayer, the property owner, to address the concerns of the Board and residents. Mr. Sughayer, who is also a resident, explained his plans for the beautification of the 101 Tower Drive building as well as the landscaping improvements and assured the residents that the business will not generate significant traffic nor stand out as a used car dealership. Mr. Sughayer also explained that in the new location, he anticipates increased sales which will result in additional sales tax revenue for the Village.

In response to resident questions, Mr. Sughayer explained that test drives are permitted and the potential buyer is accompanied by an employee with the route of travel down County Line Road, not through Carriage Way. He continued that his cars have dealer license plates with the number 54.

Mr. Sughayer showed renderings of the planned improvements to the building. He also responded to audience questions regarding the removal of the rooftop equipment rather than shielding it since the equipment is not needed.

Mark Naficy, 141 Carriage Way, commented that he has seen delivery trucks turn around in his driveway and inquired how the trucks will be prevented from entering the neighborhood. Mr.

Sughayer responded that truck deliveries occur at all of the businesses in the area and his deliveries are planned for outside of rush hour. He added that directions will be given to assist in avoiding the drivers making a wrong turn into the subdivision.

Joan Olson, 24 Old Mill Lane, inquired about the parking and Mr. Sughayer showed and explained the proposed parking and landscaping configuration.

Ki Scanlon, 16 Tartan Ridge, read information from an online source for Global Luxury Imports featuring cars of various values some of which she stated are lower-end vehicles rather than luxury. Mr. Sughayer explained that all of the vehicles listed on the Web Site are not physically in the facility but can be acquired and delivered for a client.

Mr. Archambault, 113 Carriage Way, inquired if there were other locations for storing the cars. Mr. Sughayer responded the 101 Tower Drive location will be the only location.

Marty Gleason, 80<sup>th</sup> and County Line Road discussed property taxes and the allocation of the taxes to the Village.

Bohdan Iwanetz, 7516 Drew, inquired about the special use if Global Luxury Imports leaves the location and Mayor Straub responded the special use would no longer be allowed.

Elaine Milota, 8921 Royal Drive, requested clarification with regard to sales tax revenue for the Village which was explained by Mr. Sughayer.

#### RECESS 9:31 P.M. TO 9:40 P.M.

Charles Olson, 24 Old Mill Lane, stated the Village is risking its reputation if it permits a used car lot.

Mr. Sughayer stated it is his opinion that the Global Luxury Imports business will grow in the new location. Mr. Sughayer showed an advertisement for his business from the *Hinsdale* magazine depicting it as a high-end dealership.

Trustee Franzese discussed average sales as depicted on documents provided by Mr. Sughayer. Trustee Franzese, reviewed a slide show that listed automobiles currently for sale and those that have sold and expressed concern that there are non-luxury automobiles listed. Trustee Franzese also discussed the sales tax revenue and benefit to the residents.

Trustee Grasso discussed the resident concern with regard to lost delivery trucks to which Mr. Sughayer responded that with the proposed signage on the County Line Road side of the building, he does not expect this to occur frequently.

Trustee Paveza addressed the resident concern with regard to the area traffic and noise and stated that the residents must make complaints to the authorities for those violations to ensure they are on record. He indicated he also shares the concern that the location does not transform into a typical used car lot.

Trustee Bolos inquired as to the number of automobiles that would be stored at the location. Mr. Sughayer stated that in the 60,000 square foot building he could have up to 150 cars. Trustee Bolos discussed the average sale price indicated in the Ordinance. Trustee Bolos expressed concern about the addition of servicing to the business. Mr. Sughayer responded that it would be more profitable to perform the servicing at his facility and added that the servicing will not add significant test driving in the area. Trustee Bolos discussed her concern with regard to the additional traffic in the area due to the expansion of the business to which Mr. Sughayer responded that he does not anticipate a significant increase. Trustee Bolos noted that the average sale price of vehicles is stated at \$75,000 and suggested restricting window display to high-end vehicles.

Trustee Ruzak suggested that area residents voice their concerns regarding traffic in the area to the County stating that past Village Presidents have met with the County in that regard. He also commented that property values in the Village are declining due to businesses leaving and that new businesses in the Village should be encouraged. Trustee Ruzak observed that the Plan Commission unanimously recommended approval of the petition and he is in support of that.

Trustee Manieri expressed concern about the lower-end automobiles that appear on the web site and the ability to maintain the required average sale price. He discussed the quality of the automobiles that will be exhibited in the showroom at 101 Tower Drive and the precedent the business will set.

Trustee Paveza stated he is in favor of a minimum sale price of \$30,000 to eliminate the low-end, non-luxury automobiles.

Trustee Franzese inquired about enforcement of storing automobiles outside of the building. Village Administrator Steve Stricker responded that violations would be handled through resident reports. He added that staff could also be directed to monitor the area and the Police Department may also report a violation.

The Board discussed the minimum and average sale price as well as imposing a minimum sale price.

Trustee Franzese discussed the sales volume agreed to in 2011 which required that 90% of the sales would be at \$100,000 and questioned why that volume was not retained for this petition. At the request of Mayor Straub, Chairman Trzupek of the Plan Commission explained that the

business was established for one year and the hours of operation and sales restriction were imposed as part of the trial period.

Motion was made by Trustee Ruzak to impose a minimum sale price of \$30,000. Mayor Straub polled the Trustees with Trustee Paveza and Trustee Grasso in agreement. Trustees Manieri, Bolos, and Franzese stated they do not agree. Mr. Sughayer stated he does not feel the minimum of \$30,000 is fair.

Trustee Franzese pointed out that the minimum sale price, average sale price, and showroom display average sale price were not considered or approved by the Plan Commission.

Mayor Straub asked Mr. Sughayer if he would accept a minimum sale price of \$30,000 and he stated in response that he would.

Village Attorney Scott Uhler stated Ordinance 6A granting the amendment to the Zoning Ordinance should be approved prior to the granting of the special use and variation.

<u>Motion</u> was made by Trustee Ruzak to approve the Ordinance amending the Village of Burr Ridge Zoning Ordinance to add automobile sales and service as a special use in the LI Light Industrial District (Z-14-2013 – Text Amendment – Global Luxury Imports).

Trustee Paveza proposed that the average sale price of the automobiles shown in the window which is stated in the special use ordinance as \$75,000 should be increased to satisfy the residents. The Board discussed alternatives with Mr. Sughayer.

Village Attorney Scott Uhler stated that Ordinance 6A, to amend the Zoning Ordinance, and Ordinance 6B, to grant the Special Use, should be considered together since the Board wishes the condition of the Zoning Ordinance change to include the specifications of the Special Use. The Board members agreed with Mr. Uhler.

Trustee Ruzak amended his motion to approve the Ordinance amending the Village of Burr Ridge Zoning Ordinance to add automobile sales and service as a special use in the LI Light Industrial District (Z-14-2013 – Text Amendment – Global Luxury Imports); and to approve the Ordinance granting a Special Use for an Automobile Sales and Service Business in a LI Light Industrial District Pursuant to the Village of Burr Ridge Zoning Ordinance (Z-14-2013: 101 Tower Drive – Global Luxury Imports) subject to amending the current condition 4J that the petitioner will set a minimum sale price at \$30,000 or more, 75% of all vehicles sold will have an average sale price of \$75,000, and subject to amending current condition 4K that the automobiles displayed in the showroom windows shall have an average sale price of \$87,500.

The motion was seconded by Trustee Paveza.

On Roll Call, Vote Was:

AYES: 4 – Trustees Ruzak, Paveza, Grasso, Mayor Straub

NAYS: 3 – Trustees Franzese, Bolos, Manieri

ABSENT: 0 - None

There being four affirmative votes, the motion carried

THIS IS ORDINANCE NUMBERS: A-834-22-13, A-834-23-13.

ORDINANCE AMENDING THE VILLAGE OF BURR RIDGE ZONING ORDINANCE TO ADD AUTOMOBILE SALES AND SERVICE AS A SPECIAL USE IN THE LI LIGHT INDUSTRIAL DISTRICT: (Z-14-2013: - TEXT AMENDMENT - GLOBAL LUXURY IMPORTS)

#### THIS IS ORDINANCE NUMBER A-834-22-13

ORDINANCE GRANTING A SPECIAL USE FOR AN AUTOMOBILE SALES AND SERVICE BUSINESS IN A LI LIGHT INDUSTRIAL DISTRICT PURSUANT TO THE VILLAGE OF BURR RIDGE ZONING ORDINANCE (Z-14-2013: - 101 TOWER DRIVE - GLOBAL LUXURY IMPORTS)

#### THIS IS ORDINANCE NUMBER A-834-23-13

Trustee Bolos added that she feels the minimum sale price is set too low and a dangerous precedent is being set by allowing used car sales. Trustee Bolos stated she would give up her salary in lieu of allowing the business and its sales tax revenue.

Trustee Manieri agreed with Trustee Bolos and stated he would also forego his salary.

Trustee Grasso stated she respects the Plan Commission recommendation and their unanimous vote of approval.

Trustee Franzese added he agrees with Trustees Bolos and Manieri in their statements.

Trustee Paveza stated he feels with the minimum sale price of \$30,000 will promote only highend cars and the improvements required by the Plan Commission will beautify the building.

Trustee Ruzak stated he voted in favor of the Ordinance for the school district, which is losing money due to the businesses that are moving out of the Village.

Mayor Straub added that he is in favor or free enterprise and the minimum sale price of \$30,000 will ensure quality automobiles.

CONSIDERATION OF AN ORDINANCE GRANTING A VARIATION FROM SECTION XI.C.8 OF THE BURR RIDGE ZONING ORDINANCE TO PERMIT PARKING IN A FRONT BUILDABLE AREA OF A PROPERTY IN THE LI LIGHT

## INDUSTRIAL DISTRICT (Z-14-2013: - 101 TOWER DRIVE - GLOBAL LUXURY IMPORTS) Mayor Straub requested a motion.

Motion was made by Trustee Ruzak and seconded by Trustee Grasso to approve the Ordinance granting a variation from Section XI.C.8 of the Burr Ridge Zoning Ordinance to permit parking in a front buildable area of a property in the LI Light Industrial District (Z-14-2013: 101 Tower Drive – Global Luxury Imports).

On Roll Call, Vote Was:

AYES:

4 – Trustees Ruzak, Grasso, Paveza, Mayor Straub

NAYS:

3 – Trustees Franzese, Bolos, Manieri

ABSENT:

0 - None

There being four affirmative votes, the motion carried

THIS IS ORDINANCE NO: A-834-24-13.

CONTINUED DISCUSSION CONCERNING PROPOSED STP AND ITEP GRANT APPLICATION FOR PEDESTRIAN, DRAINAGE AND RIGHT-OF-WAY IMPROVEMENTS FOR BURR RIDGE PARKWAY AND SOUTH FRONTAGE ROAD Jack Baldwin of Hitchcock design group gave a presentation showing the proposed improvements for the east, west, and south segments and provided the cost estimates for each.

Village Administrator Steve Stricker stated that staff is recommending that the south segment would not be included in the grant application since it would not improve the grant acceptance likelihood. He added that both the ITEP Grant and the STP Grant would be applied for and if both grants were approved, the ITEP Grant would be accepted since it is the most inclusive.

Mr. Stricker discussed funding and added that the current budget anticipates sufficient funding in the Hotel /Motel Tax Fund by 2017 - 2018 to be available.

Trustee Paveza inquired if the I-55 Bridge Enhancement Funding obligation would still allow sufficient funding to support this project. Mr. Stricker responded that the funds for the bridge are already allocated in the budget for the bridge project.

Trustee Bolos requested clarification on the Grant Applications to which Mr. Baldwin confirmed that the west segment would be applied for under the STP grant and the east and west segments under the ITEP based upon the criteria for the Grants.

Trustee Bolos questioned the priority of the west segment if only the STP grant is approved. Mr. Stricker explained that the west portion remains as the highest priority Pathway Commission Project based upon objective criteria. Mr. Stricker cautioned that the STP Grant should not be pursued if the Board is uncertain about proceeding with the project.

Trustee Ruzak stated he would like to proceed with the STP Grant as the work must be done at some point and it is beneficial to have the grant money.

Trustee Bolos questioned the reason for eliminating the south segment and the acceptance criteria. Public Works Director Paul May explained the criteria based upon his experience working with the ITEP program in the past citing the cost / benefit ratio as a possible detriment with the inclusion of the south segment.

The Board reviewed the renderings of the improvements and Mr. May explained the improvements based upon grant type.

Trustees Manieri and Grasso requested clarification from the Pathway Commission on their priorities. Pathway Commission Chairman Pat Liss expressed her disappointment that the Pathway Commission was not involved in the process sooner. Mr. Stricker explained that due to the deadline requirements for the grants, staff was required to act quickly. He explained that the projects involve more improvements than Pathways and will not be funded through the Pathway Fund. Mr. Stricker explained that due to the deadlines for the grant applications, the consideration must be approved at this meeting or dropped.

Trustee Bolos questioned the timing of the ITEP and STP grants and Mr. May explained that the STP grant is annual but the ITEP grant is only offered when funds are available.

The Board discussed alternatives to the west segment primarily with regard to the sidewalk as there were concerns that it led nowhere. Public Works Director Paul May explained that the project encompasses significantly more than just sidewalk and includes drainage, curb, and gutter improvements as well. Mr. May discussed the details of the proposed improvements under the grant.

Dolores Cizek, Former Trustee, stated her objections to replacement of pathway along the Frontage Road.

Alice Krampits, 7515 Drew, stated she did not feel the west segment was a worthwhile investment.

Village Administrator Steve Stricker stated that it is his recommendation to apply only for the ITEP Grant and await further consideration by the Pathway Commission for a future application for an STP Grant, since the STP is more expensive and does not cover the engineering costs. He explained that this action would eliminate the south section on County Line Road.

At the request of Trustee Paveza, Village Administrator Steve Stricker reviewed the improvements that would be addressed through the ITEP Grant at a total cost of \$1,220,032 with a local contribution of \$244,006.

 $\underline{\text{Motion}}$  was made by Trustee Paveza and seconded by Trustee Ruzak to submit a grant application for ITEP funding that will include improvements to the east and west segments as proposed by staff to be funded from the Hotel / Motel Tax fund in FY 2017 – 2018.

Trustee Franzese conveyed his disappointment that the Pathway Commission was not involved in the ITEP and STP Grant process. He also suggested the pathway behind Chasemoor be reviewed by the Pathway Commission to consider lighting.

On Roll Call, Vote Was:

AYES: 6 – Trustees Paveza, Ruzak, Bolos, Manieri, Franzese, Grasso NAYS: 0 – None

ABSENT: 0 – None

There being six affirmative votes, the motion carried

**OTHER CONSIDERATIONS** There were none at this time.

Karen I Thomas

<u>AUDIENCE</u> Marylou McGirr, 60<sup>th</sup> Place, expressed her displeasure with the approval of the Global Luxury Imports special use.

REPORTS AND COMMUNICATIONS FROM VILLAGE OFFICIALS

There were none at this time

**ADJOURNMENT** Motion was made by Trustee Bolos and seconded by Trustee Manieri that the Regular Meeting of August 12, 2013 be adjourned

On voice vote the motion carried and the meeting was adjourned at 12:36 A.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.

Village Clerk Burr Ridge, Il									
APPROVED	BY	President	and	Board	of	Trustees	this	 day	of



#### PLAN COMMISSION/ZONING BOARD OF APPEALS

#### VILLAGE OF BURR RIDGE

#### MINUTES FOR REGULAR MEETING OF

#### **AUGUST 19, 2013**

#### 1. ROLL CALL

The Regular Meeting of the Plan Commission/Zoning Board of Appeals was called to order at 7:30 P.M. at the Burr Ridge Village Hall, 7660 County Line Road, Burr Ridge, Illinois, by Chairman Trzupek.

**ROLL CALL** was noted as follows:

**PRESENT**: 5 – Cronin, Stratis, Scott, Grela, and Trzupek

**ABSENT**: 3 – Hoch, Grunsten, Praxmarer

Also present was Community Development Director Doug Pollock and Village Trustee

Guy Franzese

#### 2. APPROVAL OF PRIOR MEETING MINUTES

A **MOTION** was made by Commissioner Grela and **SECONDED** by Commissioner Cronin to approve minutes of the August 5, 2013 Plan Commission meeting.

#### **ROLL CALL VOTE** was as follows:

**AYES**: 4 – Cronin, Scott, Grela, and Trzupek

**NAYS**: 0 - None**ABSTAIN**: 1 - Stratis

**MOTION CARRIED** by a vote of 4-0.

#### 3. PUBLIC HEARINGS

# A. Z-16-2013: 16W020 79<sup>th</sup> Street (International Motor Group); Special Use and Findings of Fact

Chairman Trzupek stated that this petition has been withdrawn by the petitioner and as a result the public hearing has been canceled.

#### 4. CORRESPONDENCE

There was no discussion regarding the correspondence.

#### 5. OTHER CONSIDERATIONS

#### A. S-04-2013: 60 Shore Drive (Brand Max Motors)

Chairman Trzupek asked Mr. Pollock to summarize this request.

Mr. Pollock summarized the petition as follows: The owner of Brand Max Motors at 60 Shore Drive is seeking sign approvals to enlarge an existing sign and add two new signs. There is currently one sign on the property for Corvette Mike which is 80 square feet in area. The petition requests to add 12 square feet to that sign (adding the text Sales and Service). The petition also requests to add a principal sign for Brand Max Motors that would be 64 square feet in area and a secondary sign above the door on the side of the building that would be 15 square feet. The Sign Ordinance permits two signs on the property (one on each street frontage) with a combined area of 110 square feet.

The petitioner was present and said they had nothing to add to the staff summary.

In response to Chairman Trzupek, a representative of the petitioner stated that they planned to complete the exterior improvements prior to construction of the signs. He said the exterior improvements included sanding and painting the walls and adding a window.

Commissioner Grela said he had nothing to add except that he agreed with staff that the third sign should not be allowed.

Commissioner Scott asked if the combined area of the signs was less than the maximum area permitted by the Sign Ordinance. Mr. Pollock said that the proposed sign area exceeded the sign area allowed by the Sign Ordinance but was less than the sign area previously approved for this property by an earlier sign variation.

Commissioner Stratis said he had no questions.

Commissioner Cronin asked about the difference between the doors for Corvette Mike and for the proposed business. He suggested the petitioner emulate the signs used by Corvette Mike to identify his entrance. Those signs include an awning sign and window sign. Mr. Pollock confirmed that those signs are allowed by code.

In response to Chairman Trzupek, Mr. Pollock said that the sign proposed for the west façade could be placed inside the window.

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A **MOTION** was made by Commissioner Grela and **SECONDED** by Commissioner Cronin to recommend approval of S-04-2013 subject to the elimination of the third sign on the west façade of the building.

**ROLL CALL VOTE** was as follows:

**AYES**: 5 – Grela, Cronin, Stratis, Scott, and Trzupek

**NAYS**: 0 - None

**MOTION CARRIED** by a vote of 5-0.

#### B. Z-11-2013: 6501 County Line Road (Lindell); Fence Variation

Chairman Trzupek asked Mr. Pollock to summarize this request.

Mr. Pollock summarized this request as follows: At its July 1, 2013 meeting, the Plan Commission conducted a public hearing to consider either a fence variation or a text amendment to permit the property at 6501 County Line Road to construct a six foot high fence along the front and corner side lot lines. The Plan Commission unanimously recommended denial of the text amendment and the variation. The Board of Trustees reviewed the Commission's recommendation at its July 8, 2013 meeting and remanded the matter to the Commission for further consideration. In particular, the Board asked the Commission to consider the variation with the condition that a five foot tall fence be located behind the perimeter landscaping and with additional perimeter landscaping to fill any existing gaps. The Board also recommended that the petitioner provide traffic counts comparing the adjacent intersection to other arterial intersections in the Village.

Mr. Dennis Lindell stated that he is the attorney for the property owner. He said that the plans were revised to move the fence 15 or more feet from the front lot line, to fill any gaps in the perimeter landscaping with additional evergreen shrubs, and to replace any dead shrubs or trees. He said that police reports were also provided to show the trespassing and vandalism that has occurred on the property and he has provided traffic counts for various intersections that show there are three times as many cars at this intersection as at other similar intersections in the Village. He also mentioned the notoriety of the property as an issue.

Chairman Trzupek noted that the trespassing and vandalism occurred when the house was vacant and asked if the house would remain vacant. Mr. Lindell said that the owner intends to move into the house and live there.

Chairman Trzupek stated that the criteria for a variation include both uniqueness and hardship and that these were two separate issues. He said that it is possible that a property can be shown to be unique but that the unique condition does not create a hardship that justifies a certain variation request.

Commissioner Cronin asked about the number of evergreen shrubs being added and the size of the shrubs at planting. Mr. Lindell was not sure of the number or the size. Commissioner Cronin said he was concerned there still would not be enough.

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Commissioner Cronin noted that the fence would not encircle the entire property. He said that as a result, the fence would not provide security from trespassers or vandals.

Commissioner Cronin stated that the public park and church property across the street do not have fences to separate them from the busy street. He said he does not understand why this property would need a fence. He said the owner purchased the property without any assurance of having a fence. Commissioner Cronin said the trees and shrubs along the streets will provide sufficient privacy and that the traffic counts on the adjacent streets are not a sufficient cause for granting the variation.

Commissioner Stratis said he is grateful that the petitioner has purchased the home and is planning on moving into the home. He said that he believes the trespassing and vandalism issues were because the house was empty. He said that vacant homes attract these problems. He said that if the home were occupied for two years and these problems occurred, they might be relevant to this request. He agreed with Commissioner Cronin that the fence would not address security. Commissioner Stratis said that the traffic was not enough to make a hardship and that other property owners could make this same argument. He concluded that there will be a lot of other requests for front yard fence variations if this one is approved.

Commissioner Scott said that Chairman Trzupek's statement at the beginning of this discussion got to the heart of the matter. He said that while the property may be unique, he does not see that the unique condition creates a sufficient hardship to grant the variation.

Commissioner Grela said that he believes the petition has not met the criteria for a hardship but that it may be worth considering an amendment based on the size of the property, the classification of the adjacent street, and the provision of a setback with landscaping.

Chairman Trzupek said he agrees that there is not a hardship but that he could see considering a text amendment based on the street classification.

Mr. Lindell said the petition requested either a text amendment or variation. In response, Chairman Trzupek said that the requested amendment was very specific and he is not sure how an amendment would be done. He is concerned that someone on a local street would have the same concern with safety and traffic as someone on a busier street.

Commissioner Stratis said that he does not think the size or front footage of the property would have any relevance which would mean the front yard fence regulations would be based on street classification. He said if that were done, you could have hundreds of front yard fences because the amendment would include County Line Road, Madison, and as many as 8 different streets.

Chairman Trzupek asked if the Plan Commission needs to hold a new hearing to consider a text amendment. Mr. Pollock said that it would be best to hold a new public hearing. He added that the purpose of prohibiting front yard fences was to preserve the openness of streetscapes and landscaping with fences may be contrary to this policy. Mr. Pollock said that he is concerned that there is no way to allow some front yard fences without substantially opening up the number of front yard fences throughout the Village.

In response to Commissioner Scott, Commissioner Stratis said limiting the fences to corner lots would be too narrow.

Chairman Trzupek suggested three options: consider variation as revised; consider the text amendment based on the size of the property as requested by the petitioner; or hold a new public hearing to consider a different text amendment. He asked if anyone on the Commission would support the petitioner's text amendment. There was consensus that this amendment would not be supported.

Mr. Pollock suggested that the Commission consider a motion for the findings of fact for both the variation and the proposed text amendment and ask the Board for direction on whether to consider an amendment regarding front yard fencing at a future date.

A **MOTION** was made by Commissioner Stratis and **SECONDED** by Commissioner Cronin to adopt the findings of fact denying the variation and text amendment as per Z-11-2013 and to forward a recommendation to the Village Board denying the petition as amended.

**ROLL CALL VOTE** was as follows:

AYES:

5 – Stratis, Cronin, Scott Grela, and Trzupek

NAYS:

0 - None

**MOTION CARRIED** by a vote of 5-0.

A **MOTION** was made by Commissioner Cronin and **SECONDED** by Commissioner Stratis to request direction from the Village Board on whether to conduct a public hearing to consider an amendment to the Zoning Ordinance to determine if there are circumstances where front yard fencing should be permitted.

**ROLL CALL VOTE** was as follows:

AYES:

5 - Cronin, Stratis, Scott Grela, and Trzupek

NAYS:

0 - None

**MOTION CARRIED** by a vote of 5-0.

## C. Z-13-2013: 8320 Madison Street (Soaring Eagle Academy)

Chairman Trzupek asked Mr. Pollock to summarize this matter.

Mr. Pollock said that special use approval was granted for a fenced outdoor play area for the Soaring Eagle Academy subject to staff review of the final plans. Mr. Pollock said he 08/19/2013 Regular Meeting Plan Commission/Zoning Board Minutes Page 6 of 6

wanted to be sure the Plan Commission was in agreement with the final plans. He said no action is necessary from the Commission.

Chairman Trzupek suggested that perhaps to extend the planting bed along the entire front of the fenced area and add some ground cover.

# D. PC-07-2013: Discussion Regarding Zoning Regulations Pertaining to Compassionate Use of Medical Cannabis Pilot Program Act

Mr. Pollock explained that the State of Illinois has passed legislation that requires municipalities to allow medical cannabis growing and distribution facilities but allows reasonable regulations on the location of such facilities. He said staff is recommending that the Plan Commission request authorization from the Village Board to conduct a zoning hearing to consider appropriate regulations.

A **MOTION** was made by Commissioner Grela and **SECONDED** by Commissioner Stratis to request authorization from the Village Board to conduct a hearing to consider an amendment to the Zoning Ordinance pertaining to regulations for the location of medical cannabis cultivation centers and dispensing organizations as per the recent State of Illinois statute.

**ROLL CALL VOTE** was as follows:

AYES:

5 – Grela, Stratis, Cronin, Scott, and Trzupek

NAYS:

0 - None

**MOTION CARRIED** by a vote of 5-0.

#### 6. FUTURE SCHEDULED MEETINGS

There was no further discussion regarding future scheduled meetings.

#### 7. ADJOURNMENT

A MOTION was made by Commissioner Grela and SECONDED by Commissioner Stratis to ADJOURN the meeting at 8:46 p.m. ALL MEMBERS VOTING AYE, the meeting was adjourned at 8:46 p.m.

Respectfully Submitted:		<b>September 16, 2013</b>
	J. Douglas Pollock, AICP	

RESOLUTION NO. R-\_\_-13

## RESOLUTION AUTHORIZING A REAL ESTATE SALES CONTRACT FOR SALE OF VILLAGE OWNED LAND AT 11680 GERMAN CHURCH ROAD

WHEREAS, the Corporate Authorities of the Village of Burr Ridge, Cook and Du Page Counties, Illinois (the "Village") have determined that it is in the best interests of the Village and its residents, to enter into a contract with Pulte Home Corporation (the "Purchaser") for the sale of Village owned land located at 11680 German Church Road and commonly known as the Pump Station property (the "Subject Property"); and

WHEREAS, the Corporate Authorities of the Village authorize the Village President and Village Clerk to execute a Real Estate Sales Contract (the "Contract") between the Village and Pulte Home Corporation) for the sale of the Subject Property. The Contract shall be substantially in the form as attached hereto as Exhibit A and incorporated herein.

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

Section 1: The above preambles are hereby incorporated herein and made a part of and are operative provisions of this Resolution, as if fully and completely repeated at length herein.

Section 2: That the Village President and the Village Clerk are hereby authorized to execute, on behalf of the Village, the Contract for the purchase of the Subject Property on the terms and conditions set forth in the Contract.

ADOPTED	this	26th day	y of	Aug	ust,	2013	3,	py	the (	Corpor	ate
Authorities	of the	Village	of	Burr	Ridge	on	а	roll	call	vote	as
follows:											
AYES:											
NAYS:											
ABSENT	:										
APPROVI	ED this	26th day	of	Augu	st, 2	013,	bу	the	Pres	sident	of
the Village	of Burn	r Ridge.									
					_						
							Vi	llage	e Pres	sident	
ATTEST:											
Village	e Clerk										

## REAL ESTATE SALES CONTRACT (11680 German Church Road, Burr Ridge, Illinois)

THIS CONTRACT is made and entered into as of this \_\_\_\_day of \_\_\_\_\_\_, 2013, by and between the Village of Burr Ridge, an Illinois municipal corporation (the "Village") and Pulte Home Corporation, a Michigan corporation (the "Purchaser"). The Purchaser and the Village are sometimes hereinafter individually referred to as a "Party," and jointly referred to as the "Parties."

#### RECITALS

WHEREAS, subject to the further terms and conditions of this Contract, the Village desires to sell to the Purchaser, and the Purchaser desires to purchase from the Village, the following real property, approximately 8.494 acres (370,000 square feet) in size, "as-is, where-is" and legally described and depicted as Lot 2 on the plat of subdivision entitled "PUMP CENTRE SUBDIVISION" attached hereto as **Exhibit A**, and hereby made a part hereof:

P.I.N: 18-31-103-006-0000 (except the south 310 feet thereof);

With a current, common street address of: 11680 German Church Road, Burr Ridge, Illinois, 60527;

(the

"Subject

Property");

WHEREAS, the Subject Property is located immediately west of a parcel of real estate consisting of approximately 12.5 acres, more or less, which is located at 11680 German Church Road in the Village, in Cook County legally described in **Exhibit B** attached hereto and incorporated herein by this reference (the "Sessions Property");

WHEREAS, it is the intention of Purchaser to close on the purchase of the Subject Property and develop the Subject Property as a single residential community, either as a stand-alone community or in conjunction with the Sessions Property, if Purchaser is able to execute a contract for the purchase of the Sessions Property (the "Community");

WHEREAS, the Subject Property is zoned for residential use, Purchaser intends to seek the approval from the Village for a preliminary plan, preliminary engineering, as well as final plan and final engineering, in order to develop the Community as a planned unit development (PUD);

WHEREAS, the Village shall retain ownership of Lot 1 of the Pump Centre Subdivision ("Village Property") but shall grant to Purchaser an access easement across the Village Property and allow Purchaser to use the Village Property for storm water detention for the benefit of the Community.

NOW, THEREFORE, in consideration of the mutual promises contained in this Contract and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. <u>Purchase Price:</u> Purchaser shall pay to the Village a purchase price of Two Million Four Hundred and Forty-Five Thousand Dollars (\$2,445,000.00) for the SUBJECT

PROPERTY. The purchase price shall be paid by wire transfer, cashier's check or certified check at the Closing. Within seven (7) days of the execution of this Contract, Purchaser shall deposit into escrow held by the Village as earnest money on the purchase, an amount of One Hundred Thousand Dollars (\$100,000.00) cash ("Earnest Money"). The Earnest Money shall become non-refundable (except in the event of Seller's default) upon Purchaser obtaining the preliminary plan and preliminary engineering as well as the final plan and final engineering approval for the Community. If Purchaser terminates this Contract before it obtains preliminary plan and preliminary engineering approval, then all Earnest Money and Extension Payments, if any, shall be returned to Purchaser. All Earnest Money shall be applicable to the Purchase Price at Closing.

- 2. <u>Deed:</u> The conveyance of the SUBJECT PROPERTY by the Village to the Purchaser shall be in "AS-IS, WHERE-IS" condition, including all known and unknown environmental conditions (including but not limited to soil and groundwater) and shall be by special/limited warranty deed, in recordable form. The Village shall deliver to Purchaser at closing, a deed to the Real Estate in substantial conformance with the statutory form of deed, consistent with Village's statutory authority, transferring the Village's complete interest in the Subject Property to the Purchaser, and subject only to the Permitted Exceptions (see below).
- Date and Place of Closing: Closing Conditions: The closing (the "Closing") shall be a date (the "Closing Date") specified in writing by Purchaser, which shall be no later than thirty (30) days after Purchaser's delivery to Village of an affirmative Closing Condition Notice. The Closing shall be held at the office of PGP Title Insurance Company located at 1901 N. Roselle Road, Suite 740, Schaumburg, Illinois 60195 Telephone: (847) 230-5250 and Facsimile: (the "Title Company") through an escrow with the Title Company, as "Escrowee" pursuant to the Escrowee's usual form of escrow agreement, modified in accordance with the terms of this Contract. Village and Purchaser shall pay the cost of the Escrow. For each Closing, the cost of any "New York Style Closing" or "gap dosing" shall be paid by Purchaser. On the Closing Date when the Title Company issues (or commits in writing to issue) its Title Policy, the Escrowee shall disburse the net proceeds of sale to Village and Village shall deliver possession of the Subject Property to Purchaser. In the event that the Village will require development restrictions or improvements on the Subject Property in order to protect the Village's water storage facility on the Village Property, Purchaser shall pay for the costs of constructing such improvements as part of its development costs for the construction of the Community.

In addition to the performance by Village under this Contract, the obligation of Purchaser to purchase the Subject Property is subject to the satisfaction as of the Closing Date of the following conditions ("Closing Conditions"), any of which may be waived in whole or in part by Purchaser in writing at or before Closing:

- (i) Approval by the Village of the zoning of the Subject Property to such zoning classification as shall permit development thereof in accordance with Purchaser's development plans;
- (ii) Approval by the Village of the final plan and final engineering for the Subject Property with conditions and requirements acceptable to Purchaser;
- (iii) There will be no general moratorium or similar restriction imposed by any governmental authority or utility supplier with respect to the issuance of building permits for the Subject Property, or sanitary sewer, water or electricity connections

with respect thereto, or any other item necessary for the development of the Community;

(iv) Purchaser obtaining all necessary approvals and permits, if any, from all governmental entities, including but not limited to the U.S. Army Corps of Engineers in respect to wetlands delineated on the Subject Property, the Metropolitan Water Reclamation District (MWRD), the Illinois Department of Transportation (IDOT) and the Federal Emergency Management Agency (FEMA) necessary for the development of the Subject Property. Village agrees to join in, if necessary, any such applications and agreements as may be reasonably necessary or required for Purchaser to proceed to obtain such approvals and permits if any;

During the Entitlement Period, Purchaser shall satisfy or waive the Closing Conditions. At such time as Purchaser has satisfied the Closing Conditions, or at such time as Purchaser has reasonably determined that Closing Conditions will not be satisfied or will not, in the exercise of reasonable discretion, be waived, Purchaser shall notify Village thereof in writing ("Closing Condition Notice"). If the Closing Condition Notice is in the affirmative, the Closing shall take place as provided in Section 3 hereof. If the Closing Condition Notice is in the negative and is provided after Purchaser has obtained Preliminary Plan and Preliminary Engineering approval for the Subject Property, all of the Earnest Money and Extension Payments then in Escrow shall be delivered to Village, except in the event of Village's default, and the parties shall have no further obligations hereunder, except as otherwise provided herein.

In the event Purchaser terminates the Contract under this Section 3, Purchaser shall deliver to Village, at no cost to Village, all plats, plans (but not house plans), soil tests, engineering studies (but not market studies) prepared by or for Purchaser in connection with the Subject Property ("Purchaser's Work Product").

- Survey. Within five (5) days after the Date of this Contract, Village shall deliver to Purchaser Village's most recent survey of the Subject Property showing any easements of record affecting the Subject Property. Purchaser hereby agrees to accept the Subject Property subject to any defects, encumbrances, conditions or easements shown thereon. Within thirty (30) days after the Date of this Contract, Village shall obtain, at Purchaser's cost, and deliver to Purchaser and the Title Company a survey of the Subject Property dated after the date hereof (the "Survey"). The Survey will be prepared in accordance with the standards for an ALTA/ACSM Subject Property Title Survey prepared by and currently certified by a registered Illinois Subject Property Surveyor showing (i) the exact boundaries and legal description of the Subject Property, (ii) any portions of the Subject Property falling within any rights-of-way, (iii) all fencing or other improvements of every kind which might constitute encroachments in either direction over the boundaries, and (iv) all public or private utility or drainage casements or easements of passage of record. Such survey shall calculate the "gross acreage" of the Subject Property (i.e., inclusive of those parts falling in rights-of-way or designated floodplain) and the "net" acreage of the Subject Property (i.e., exclusive of those parts falling in rights-of-way or designated floodplain) (the "Net Acreage"). The Inspection Period described in Section 6(A) of the Contract shall be extended by one (1) day for each day that there is a delay in the delivery of the Title Commitment or the Survey beyond the periods described herein.
- 5. <u>Title:</u> Within fifteen (15) days after the date hereof, Purchaser shall cause,

Purchaser's sole cost, PGP Title Insurance Company located at 1901 N. Roselle Road, Suite 740, Schaumburg, Illinois 60195 Telephone: (847) 230-5250 and Facsimile: (the "Title Company") to deliver to Purchaser a later date commitment (dated after the date of this Contract) for the issuance of an owner's policy of title insurance, (the "Title Commitment") to be issued by the Title Company and to be attached hereto as **Exhibit C** (which may be in an nominal amount) showing Village to be in title to the Subject Property, and including legible copies of all documents referred to in the exceptions set forth in Schedule B of the Title Commitment. At least fifteen (15) days before Closing, the Title Commitment will be updated. Purchaser shall have the right to object to any new matter reflected or disclosed by the updated Title Commitment, but Purchaser shall not have the right to object to any matter which was accepted or deemed accepted pursuant to the previous Title Commitment as set forth below.

Village agrees that the updated Title Commitment shall be subject only to (1) general taxes not yet due and payable, (2) general and usual exceptions contained in such policies issued by PGP Title Insurance Company and (3) exceptions not objected to in writing by Purchaser as provided hereunder ("Permitted Exceptions"). Purchaser shall, within thirty (30) days after the receipt of the last of the Title Commitment and Survey, notify Village as to those exceptions stated on the Title Commitment that would prevent the reasonable development of the Subject Property by Purchaser or those matters disclosed by the updated Survey to which Purchaser objects. If Village is unable to cure or correct or cause the title insurer to insure over objectionable or unacceptable matters of title or survey disclosures, within thirty (30) days after the date of Purchaser's notice, Purchaser may elect by written notice to terminate this Contract, in which event all the Earnest Money then in Escrow shall be returned to Purchaser and the parties shall have no further obligations hereunder, except as otherwise provided herein. In the event no such notice is given within the time period permitted after each receipt by the Purchaser, Purchaser shall be deemed to have accepted the Title Commitment and Survey, In the event no such notice is given within the time period after receipt by Purchaser, Purchaser shall he deemed to have accepted the Title Commitment and Survey and all matters disclosed and contained therein as Permitted Exceptions. At the Closing at Village's expense, the Village shall direct the Title Company to update and issue its owner's title in surance policy, insuring the Purchaser's title to the Subject Property in the amount of the Purchase Price and subject to Permitted Exceptions.

Purchaser is accepting title to the Subject Property in an "As-Is, Where-Is" condition, subject to no environmental warranties of any kind whatsoever, the Purchaser having been provided herein below with a due diligence period pursuant to this Contract in which to undertake any and all environment investigations. Any added title charges, whether extended or enhanced title coverage or insurance, relative to any aspect or condition of the Subject Property, or coverage of the Purchaser or the Village, shall be at Purchaser's sole cost.

- 6. Inspection of Property. It shall be Purchaser's sole responsibility to conduct any and all necessary assessments of the Subject Property to satisfy itself as to the suitability of the Subject Property for its intended purpose. Such responsibility to inspect shall extend to all matters, including, but not limited to, street access, availability of utility services, any and all environmental conditions, and any and all zoning or building code issues related to the use of the Subject Property.
- A. Purchaser shall have until one hundred twenty (120) days after the last to occur of the following: (i) Purchaser's execution of a contract with the Village for the acquisition of the Subject Property and (ii) Purchaser's receipt from Village, to the extent existing and in

Village's actual possession, of all documents listed on the Existing Data Sheet, as defined below, (the "Inspection Period") to:

- Investigate the physical and environmental condition of the Subject Property, including but not limited to the condition of the soils on-site;
- (ii) Investigate any title reports, title policies, plats, plans, engineering studies, surveys, soil boring reports and other materials as may be in the possession of Village with respect to the Subject Property as well as the Village Property (the "Village Information"). The Village Information is described on Exhibit D attached hereto (the "Village Information Summary Sheet");
- (iii) Investigate and satisfy itself as to the existence or availability of all off-site sanitary and storm sewers, water mains and easements therefor to the boundaries of the Subject Property and the existence of treatment facilities, all of which are necessary to provide service to the Subject Property, including sufficient capacities, volumes, pressures and other pertinent features in connection therewith;
- (iv) Determine that the Subject Property is suitable for Purchaser's proposed development plans;
- (v) Satisfy itself as to the requirements for the burial of utilities, improvements to adjacent roadways, contributions for off-site water treatment, the acceptance of off-site storm water runoff from other properties and any restriction on the Subject Property to protect the Village Property's water storage facilities;
- (vi) Obtaining and recording all necessary off-site easements as may be reasonably required for the extension of sanitary sewer, storm sewer, water and other utilities necessary to service the Subject Property to the boundary of the Subject Property; and
- (vii) Investigate and determine whether the Village will require development restrictions or improvements on the Subject Property in order to protect the Village Property, which contains the Village's water station.

Village shall, within five (5) days after execution of this Contract, provide Purchaser with all information available to Village regarding the ownership and development of the Subject Property and the Village Property, including, but not limited to, correspondence from Cook County, flood zone information, deed restrictions, utility commitments, engineering plans, soil reports, engineering reports, construction plans, subdivision plans, environmental reports and any "Village governmental notices or the correspondence (collectively, Information"). Purchaser shall be entitled to use the Village Information during the Inspection Period and afterwards. In the event this Contract is terminated for any reason prior to the purchase of the Subject Property by Purchaser, then Purchaser shall promptly return all of the Village Information to Village. Exhibit D attached hereto and made a part hereof is a list of the types of information that might constitute Village Information. It is Village's obligation to update Exhibit D when it delivers the Village Information with the actual materials and information it is delivering to Purchaser in accordance with this Contract.

B. From the Date of this Contract, and expiring not more than one hundred twenty (120) days after the Date of this Contract, (the "Inspection Period"), Purchaser and its employees, agents or independent contractors shall be permitted to come on to the Subject Property to complete any physical investigations necessary for the performance of this Contract, including soil tests, environmental studies, topography surveys, wetland delineations, flood plain studies, soil borings and other studies. Any and all such inspections, assessments and investigations shall be at the sole cost of Purchaser. Purchaser shall provide at least three (3) days prior written notice to Village of the date it will be entering the Subject Property and the purpose of entering.

All such tests, inspections and investigations shall be performed in a manner not to unreasonably interfere with Village's ownership of the Subject Property or increase Village's liability with respect to the Village's ownership of the Subject Property. Purchaser may engage only qualified, independent contractors, subcontractors or consultants to assist with any environmental investigation of the Subject Property (Phase I and/or Phase II); however, no contractual, legal or other relationship will be created between the Village and any such contractor, subcontractor or consultant as a result. The inspection shall not create any obligation on the part of Village to pay or to see that the payment of any sum is made to any such contractor, subcontractor or consultant. In the event Purchaser elects to perform any environmental study (such as a Phase I or Phase II environmental study) with respect to the Subject Property, the Purchaser agrees that:

- (i) Purchaser shall provide the Village with a copy of the proposed scope of work in connection with any such work and any and all modifications thereof, which scope of work shall be subject to the reasonable approval of the Village;
- (ii) Purchaser shall provide the Village with a verbal report of the consultant's site visit and a copy of the test data as soon as it is available;
- (iii) Purchaser shall provide the Village with copies of the report in draft form in order to review it and provide comments before such report is finalized;
- (iv) Purchaser shall provide the Village with a copy of the final reports (Phase I and/or Phase II);
- (v) Purchaser agrees that any reporting or disclosure obligation shall be performed by the Village; and
- (vi) Purchaser shall notify Village at least three (3) business days prior to such tests, specifying a time and date when such tests will be performed so that the Village's designee(s) may, at its option, be available during the taking of such tests and, at the Village's option and expense, the Village may take split samples of any test borings. Any tests, examinations or inspections of the Subject Property by Purchaser and all costs and expenses in connection with such inspection of the Subject Property (or any part thereof) shall be at the sole cost of Purchaser and shall be performed in a manner not to interfere with the Village's use of the Subject Property or and shall not violate any law or regulation of any governmental authority.
- C. Purchaser agrees to indemnify and hold Village harmless from and against any and all mechanics liens, claims, damages, including reasonable attorney fees and costs, causes of action, injury and death of any person resulting from the providing of material or services upon the Subject Property in connection therewith and any other claims or causes of action arising out of any act, occurrence or omission of its employees, agents or independent contractors while on the Subject Property. This indemnification shall survive the closing.

- D. Purchaser represents and warrants to Village that Purchaser is presently self-insured under the following coverages and agrees to maintain such self-insurance providing such coverages in full force and effect in the same or greater amounts with respect to any activities hereunder which may take place on the Subject Property during the pendency of this transaction:
- (i) Comprehensive General Liability --\$500,000 \$500,000 for bodily injury: \$500,000 \$500,000 for property damage
- (ii) Commercial Umbrella Liability Policy 52.000,000 per occurrence
- (iii) Workmen's Compensation Insurance Policy -- Policy limits according to Illinois law

Prior to entry upon the Subject Property, Purchaser shall provide the Village with certificates evidencing such coverage and naming the Village and its officers, agents and employees as additional insured parties for liability insurance. All such self-insurance shall include a provision that they may not be revoked, cancelled, modified or amended without at least thirty (30) days advance written notice to the Village, and the Certificates of Insurance shall so reflect such provision.

- E. All activities undertaken by Purchaser or Purchaser's Representatives on the Subject Property during the Inspection Period shall fully comply with all applicable laws, rules and regulations of all governmental and quasi-governmental authorities, including laws relating to worker safety and to proper disposal of any samples taken from the Subject Property. Purchaser shall be solely responsible for the off-site disposal of any samples taken or waste associated therewith.
- F. Purchaser and Purchaser's Representatives hereby understand and agree that they shall enter upon the Subject Property at their own risk. The Village shall have no duty to inspect the Subject Property and shall have no duty to warn any person of any latent or patent defect, condition or risk that may exist on the Subject Property or that might be incurred in the exercise of the rights granted herein.
- G. If Purchaser does not purchase the Subject Property for any reason, Purchaser, at its expense, shall restore the Subject Property to substantially the same condition as existed immediately prior to any changes made by Purchaser and shall provide the Village with a copy of any environmental inspection reports it received in connection with the Subject Property prepared by independent third parties on behalf of Purchaser.
- H. Upon the closing of this transaction, Purchaser shall be deemed to represent that it has inspected the Subject Property and knows the condition thereof and that it is accepting the same in its present "As Is-Where Is" condition with all defects and faults, known or unknown. Purchaser further acknowledges that neither the Village nor any agent, employee or representative of the Village or any other person purporting to represent the Village has made and Purchaser has not been induced by nor relied upon, any statement, warranty or representation, whether express or implied, as to the environmental and physical condition of the Subject Property or the adequacy of any environmental assessment reports that the Village may have provided to Purchaser with respect to the Subject Property. The Village makes no representation as to the fitness of the Subject Property for any particular purposes. Purchaser acknowledges that in making its decision to purchase the Subject Property it has relied on its own investigation of the physical and environmental condition of the Subject Property.

Without limiting the generality of the foregoing, Purchaser hereby expressly waives, releases and relinquishes any and all claims, causes of action, rights and remedies Purchaser may now or hereafter have against the Village, and its affiliates, and subsidiaries and their respective Board members, officers, attorneys, employees, and agents of the Village, whether known or unknown ("Claims") with respect to (i) any past, present or future presence or existence of Hazardous Materials on, under or about the Subject Property, or with respect to (ii) any past, present or future violation of any rules, regulations or laws, now or hereafter enacted, regulating or governing the use, handling, storage, release or disposal of Hazardous Materials, including, without limitation, (a) any and all rights Purchaser may now or hereafter have to seek contribution from the Village under Section 113(f)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended by the Superfund Amendment and Reauthorization Act of 1986 (42 U.S.C.A. Section 9613) (or any similar state or local law), as the same may be further amended or replaced by any similar law, rule or regulation, (b) any and all Claims, whether known or unknown, now or hereafter existing, with respect to the Subject Property under Section 107 of CERCLA (42 U.S.C.A. Section 9607)(or any similar state or local law), as the same may be further amended or replaced by any similar law, rule or regulation and (c) any and all claims, whether known or unknown, based on nuisance, trespass or any other common law or statutory provisions. As used herein, the term "Hazardous Materials" includes, without limitation, any hazardous or toxic materials, substances or wastes: (i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action policy or common law, or (ii) which is or becomes defined as a "hazardous waste," "hazardous substance," "pollutant or contaminant under any federal, state, or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, CERCLA and/or the Resource Conservation and Recovery Act" (42 U.S.C. section 6901 et seq.); or (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Illinois, or any political subdivision or unit of local government thereof; or (iv) the presence of which on the Subject Property causes or threatens to cause a nuisance upon the Subject Property to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Subject Property; or (v) without limitation which contains gasoline, PCBs, asbestos, diesel fuel or other petroleum hydrocarbons.

Purchaser shall indemnify, defend and hold the Village, its officers, trustees, employees and agents, harmless from and against, all losses, costs, actions fines, claims, fees, disbursements, liabilities, damages and expenses (including, but not limited to reasonable attorney fees and costs incurred in the investigation, defense and settlement of claims (collectively "Damages") that Village may suffer or incur as a result of or in connection in any way with: (a) the violation by Purchaser of any environmental laws as relates to the Subject Property; (b) any site investigation, report and/or remediation measures taken, prepared or required in respect of the Subject Property, or any other property, as a result of any Hazardous Materials or alleged Hazardous Materials on the Subject Property, or which emanated from the Subject Property arising from acts, either direct or indirect, of or failure to act by Purchaser; or (c) a claim of any description whatsoever made by a third party which arises directly or indirectly as a result of any Hazardous Materials or alleged Hazardous Materials on the Subject Property, or which emanated from the Subject Property arising from acts, either direct or indirect, of or failure to act by Purchaser. The waivers, releases and indemnification by Purchaser herein contained shall survive the closing date and the recordation of the Deed.

I. On or before the expiration of the Inspection Period, Purchaser shall give written notice

("Inspection Period Notice") to Village whether or not it is satisfied with and has accomplished the matters described above. If the Inspection Period Notice is in the affirmative, the parties shall proceed. If the Inspection Period Notice is in the negative and such decision has been made in the exercise of sound and reasonable commercial judgment, this Contract may be terminated by Purchaser by written notice to Village effective as of the date of receipt of the Inspection Period Notice, in which event all the Earnest Money then in Escrow shall be returned to Purchaser and the parties shall have no further obligations hereunder, except as otherwise provided herein. In such event Purchaser shall return the Village Information to Village and shall further provide to Village, at no cost, Purchaser's Work Product.

#### Condemnation.

If before Closing, all or any portion of the Subject Property or any rights or easements therein will be taken by condemnation or rights of eminent domain or like process, or will be threatened therewith, and the same, in Purchaser's reasonable opinion, would have a materially adverse impact upon Purchaser's proposed development of the Subject Property. Purchaser will, within thirty (30) days after having received notice thereof from Village, elect in writing to either (a) continue this Contract in full force and effect, notwithstanding such taking or threatened taking, in which case Purchaser will be required to continue the purchase of the Subject Property, (b) delete the portion of the Subject Property condemned or threatened to be condemned from this Agreement, with a proportionate reduction in the Purchase Price, or (c) terminate this Contract, whereupon the Earnest Money shall be refunded to Purchaser, regardless of whether such funds were previously distributed to the Village. Failure of Purchaser to make a written election as aforesaid will constitute an election to continue this Contract.

The Village currently has no knowledge of any such action by any governmental entity.

- 8. Government Notices. The Village hereby states that it has not received, nor is it aware of any notices from any other governmental entities regarding any defects on the Subject Property or requirements for any work to be completed.
- 9. Representations and Warranties: Village represents and warrants as follows, said representations and warranties to be true, correct and in effect on the Date of this Contract and at Closing:
- A. Village is the sole owner of the Subject Property in fee simple and has full and complete authority to enter into this Contract and to perform all of Village's obligations hereunder, including, without limitation, conveyance of the Subject Property to Purchaser at Closing.
- B. Except as contained in the Village Information or as previously disclosed to Purchaser, there are no special ordinances, understandings or agreements between Village or, to Village's knowledge any predecessor in title with respect to the Subject Property or any part thereof, and the County of Cook, neighboring property owners or any other governmental authority, limiting or defining (i) the use and development of the Subject Property or any portion thereof, (ii) the construction of improvements thereon, (iii) the availability to the Subject Property or any portion thereof of public improvements and municipal services, (iv) any requirement to share in the cost thereof

by recapture, contribution, special assessment or otherwise, or (v) any other matter in relation to the zoning, subdivision and development of the Subject Property or any portion thereof.

- C. There are no parties in possession of the Subject Property, nor are there any parties with possessory rights in the Subject Property. Purchaser may go onto the Subject Property pursuant to Contract hereof and perform its activities thereon without the requirement to obtain any consents from any current tenants or others with possessory rights in the Subject Property.
- D. The Subject Property is free of any lines except for the lien of general real estate taxes.
- E. The Village Information delivered to Purchaser constitutes all materials in the possession of Village as is described in this Contract.
- F. Except as set forth in the Village information, Village is not in the process of negotiating and has not previously negotiated with any governmental bodies or agencies to extend rights-of-way into the Subject property or to acquire any portion of the Subject Property for rights-of-way or otherwise.
- G. The representative signing this Contract for Village has authority to bind Village to this Contract and to the obligations and covenants contained herein. Purchaser warrants and represents to the Village that the Purchaser has full authority and power to enter into this Contract and perform the Purchaser's obligations under this Contract.
- 10. **No Broker:** The Parties, each to the other, hereby represent and warrant that there has been no involvement of any real estate broker in connection with the purchase and sale of the Subject Property, by the Purchaser from the Village, to whom either Party has agreed to pay a commission. Based on the foregoing representation, each Party hereby agrees to indemnify and hold the other Party harmless from any loss or expense, including, but not limited to, reasonable attorney's fees, arising from the alleged liability of the other Party for brokerage commission or finder's fees claimed from persons with whom either Party has dealt.

# Governmental Approvals.

- A. <u>Preliminary Plan and Preliminary Engineering.</u> Purchaser shall be solely responsible, for obtaining all necessary governmental approvals to allow Purchaser to develop the Community on the Subject Property, including preliminary plan and engineering approvals and final plan and engineering approvals, and approval to develop the Community as a planned unit development (PUD), if the Purchaser so elects. Purchaser shall have twelve (12) months following the expiration of the Inspection Period to obtain final plan and final engineering approval from the Village ("Entitlement Period").
- B. Extension of Entitlement Period. If Purchaser has been unable to obtain all necessary governmental approvals to develop the Community within the Entitlement Period, then Purchaser shall have the option, but not the obligation, to extend the Entitlement Period for up to two (2) periods of two (2) months each in order to satisfy such entitlement requirements. Purchaser may exercise such right to extend the Entitlement Period by delivering written notice thereof to Village at least twenty (20) days in advance of expiration of the applicable Period.
- 12. <u>Escrow.</u> Prior to Closing, a Deed and Money Escrow for purposes of closing the transaction contemplated by this Contract shall be entered into by the Parties. The Escrow

Instructions shall conform with the provisions of the usual instructions for Deed and Money Escrows then in use by the Escrowee, with such additional provisions included therein as may be required to conform with the terms of this Contract, it being intended, however, that the terms of this Contract shall control. Upon the opening of the Deed and Money Escrow, all deposits of Earnest Money, all payments on account of the Purchase Price and the transaction contemplated by this Contract shall be accomplished through the Escrow. The cost of the Escrow shall be paid by Purchaser.

- Title Policy. As a condition precedent to Purchaser's obligation to close, Village shall deliver or cause the Title Company to deliver (or commit to deliver) to Purchaser, prior to the payment of the Purchase Price, an ALTA Form 1992 owner's title insurance policy (the "Title Policy") in the amount of the Purchase Price, with full extended coverage over the general exceptions issued by the Title Company, containing no exceptions other than the Permitted Exceptions, and containing, at Purchaser's cost, (i) a 3.0 zoning endorsement insuring that the Subject Property is usable for Purchaser's intended use, (ii) survey and contiguity endorsements, (iii) an endorsement insuring access to a public right-of-way, (iv) an owner's comprehensive endorsement, (v) a restrictions endorsement over recorded covenants, and (vi) a tax parcel endorsement insuring that the P.I.N.(s) covering the Parcel includes no other property, and insuring fee simple title to the Parcel in Purchaser or its nominee and insuring Purchaser's interest in easements of record which benefit the Subject Property. If the Title Company requires that it be provided with "utility letters" to induce it to issue full extended coverage over the general exceptions. Village shall, at its sole cost and expense, take all steps necessary to obtain such letters and shall deliver such letters to the Title Company with copies to Purchaser not later than ten (10) days prior to the Closing Date.
- 14. <u>Closing Documents.</u> On or before the Closing Date, Village shall deliver to the Escrowee the following, all in form and substance satisfactory to Purchaser:
  - (i) Village's warranty deed duly executed and acknowledged by Village conveying the Subject Property to Purchaser or Purchaser's nominee, in proper form for recording and subject only to the Permitted Exceptions;
  - (ii) A bill of sale conveying to Purchaser the fixtures and personal property, if any;
  - (iii) ALTA Statement, resolutions and other documents required by the Title Company for clearance of all exceptions to title other than the Permitted Exceptions;
  - (iv) Village's gap undertaking:
  - (v) State of Illinois, Cook County and Village of Burr Ridge real estate transfer tax declarations, if any, and evidence of compliance with local requirements and customs for the transfer of real estate, if any;
  - (vi) A certificate with respect to Village's non-foreign status sufficient to comply with Section 1445 of the Internal Revenue Code and the regulations promulgated the reunder;
  - (vii) An affidavit of title in customary form;
  - (viii) Mutually acceptable easements to be executed at Closing as follows: (a) an access easement to, from, over and under the Village Property to provide access to the Subject Property to and from German Church Road; and (B) subject to the Village Engineer's review and approval, an easement across the Village Property granted to the Subject Property for the purpose of allowing stormwater from the Community to be stored on the Subject Property.

Village shall pay all costs incurred in obtaining the updated Title Commitment required for Closing and the Title Policy (except for any non-curative endorsements required by Purchaser) and recording releases of any existing liens. Purchaser shall pay all fees for recording the deed and the cost of any non-curative endorsements to the Title Policy required by Purchaser, and all state, county and municipal transfer taxes imposed in connection with the sale. The fees and expenses of Village's designated representatives, accountants and attorneys shall be borne by Village, and the fees and expenses of Purchaser's designated representatives, accountants and attorneys shall be borne by Purchaser. Purchaser shall be entitled to a credit only at the Closing for the cost of the Survey previously obtained by Purchaser.

- 15. In the event any third party should institute any legal action against the Village challenging the execution of this Agreement, or any provision hereof, or the zoning of and/or granting of a special use for a planned unit development ("PUD") for the Subject Property undertaken pursuant to this Agreement. Purchaser, upon notice from the Village, shall assume (at its sole cost and expense), and with the advice of the Village, control through the use of attorneys selected by Purchaser, the defense of such legal action and hold the Village, Village President, the Board of Trustees, Village officers individually and collectively (the "Indemnified Parties") harmless from any expense, including reasonable attorneys' fees, technical fees, or expert fees they may incur as a result of the institution or prosecution of such action or as a result of the entry of any judgment pursuant thereto. Purchaser shall have the right, but not the obligation, to cause an appeal to be taken from any judgment entered against the Indemnified Parties, and the Indemnified Parties, to the extent necessary, shall join in any appeal taken at the request of Purchaser. As a condition of the above indemnity:
  - A. The Indemnified Parties shall cooperate in the defense of any such legal action and in any appeal of any judgment entered in any such legal action, and shall not settle or compromise any such legal action without first receiving the written approval of Purchaser, and
  - B. Purchaser may not settle or compromise any such legal action, or waive any available avenue of appeal of any unfavorable judgment, without first securing the written approval thereof of the Village if such settlement, compromise or waiver shall adversely impact the Village. If the Village fails to give such written approval, the Indemnified Parties shall immediately take over the defense of the legal action, and Purchaser's obligation to pay for any further defense shall terminate.
- 16. No Warranty or Representations. All information about the Subject Property included in this Contract or otherwise provided by the Village is believed to be reliable, but is not guaranteed and no express or implied representations or warranties are made with regard to the Subject Property, its environmental condition, zoning, suitability for Purchaser's internded use or matters relating thereto. All warranties with respect to the Subject Property are hereby disclaimed (except as provided in paragraph 9 hereof).
- 17. **Default.** Village and Purchaser agree that, in the event of a default by either party, the other party shall, prior to taking any such action as may be available to it, provide written notice to the defaulting party stating the default and giving the defaulting party fourteen (14) days to cure. If

the default shall not be cured within the cure period aforesaid, then the party giving such notice shall be permitted to avail itself of any remedies to which it may be entitled under this Contract or at law or in equity: provided, however, that Village's remedies for Purchaser's default in its obligation to purchase the Subject Property, shall be limited to forfeiture to Village of the Earnest Money and any Extension Payments, as and for liquidated damages in lieu of any and all other remedies. In the event of such termination and forfeiture, Purchaser shall deliver Purchaser's Work Product to Village, at no cost to Village.

# 18. Miscellaneous.

A. All representations and warranties and all post-closing and post-termination obligations contained herein shall survive the closing, the delivery of the deed, and the payment of the Purchase Price.

B. All notices, demands or requests required or permitted under this Contract shall

be in writing.

C. All such notices, demands and requests shall be deemed to have been properly made (i) on the date of service if served personally, (ii) on the second day following mailing if sent by United States Certified Mail, postage prepaid, return receipt requested, (iii) on the date following delivery to an overnight courier, if served by overnight courier, and (iv) on the date of confirmed delivery if served by telephone facsimile service. Notices shall be addressed as follows:

If to Village: Village Administrator

Village of Burr Ridge 7660 S. County Line Road Burr Ridge, IL 60527 Telephone: 630-654-8181 Facsimile: 630-654-4542

With a copy to: Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Dr. - Suite 1660

Chicago, IL 60606

Attn: Terrence M. Barnicle Telephone: 312-984-6400 Facsimile: 312-984-6444

If to Purchaser: Pulte Home Corporation

1901 N. Roselle Rd. - Suite 1000

Schaumburg, IL 60195 Attn: Curt VanHyfte Telephone: 847-230-5400 Facsimile: 847-230-5429

With a copy to: Pulte Home Corporation

1901 N. Roselle Rd. - Suite 1000

Schaumburg, IL 60195 Attn: Kristina M. Dalman Telephone: 847-230-5411 Facsimile: 847-230-5429

Email: Tina.Dalman@Pultegroup.com

- D. The terms and conditions herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- E. Nothing herein contained, whether express or implied, is intended to give or shall be construed as giving anyone other than the parties hereto or their successors and assigns any rights hereunder.
- F. Each of Village and Purchaser represents and warrants it has full power and authority to enter into this Contract and the Contract is fully binding up, and enforceable against it in accordance with its terms.
- G. At Purchaser's request, a written memorandum of this Contract shall be executed and recorded with the Cook County Recorder, provided a written release of memorandum is executed by Purchaser and is deposited with the Escrowee, to be recorded by the Escrowee upon termination of this Contract.
- H. This Contract may be executed in counterparts and all so executed shall constitute one and the same Contract.
- I. Time shall be of the essence of all matters provided for in this Contract.
- J. This Contract shall be interpreted in accordance with the laws of the State of Illinois.
- K. In connection with the accounting for certain land purchase transactions, the Financial Accounting Standards Board requires that Purchaser request certain financial information from Village in order to facilitate Purchaser's evaluation of the proper accounting for the transaction contemplated under this Contract. The requested information generally concerns the legal structure of Village, the nature and amount of assets (including the Subject Property) owned by Village and the nature and amount of indebtedness secured by those assets. Within two (2) business days after the Effective Date, Village shall complete and deliver to Purchaser the questionnaire in the form attached to this Contract as Exhibit E. Purchaser shall keep all non-public information provided by Village pursuant to this paragraph confidential and shall not disclose such information to any third party except (i) to Purchaser's attorneys, accountants and authorized agents, (ii) as necessary to comply with rules, orders or pronouncements of the Financial Accounting Standards Board, or (iii) as required by law.

IN WITNESS WHEREOF, the Parties have executed this Contract as of this day and year first above written.

VILLAGE OF BURR RIDGE	a Michigan Corporation
By:	By: Calus M Bod
ATTEST:	ATTEST:
	maya Nollomo
Village Clerk	Its: Vice Prosidit - Sales

# **ACKNOWLEDGMENTS**

SUBSCRIBED AND SWORN O before me by Andrew M. Bodary, Vice President of Finance for Pulte Home Corporation, a Michigan corporation, this 23<sup>rd</sup> day of August, 2013.

Notary Public

"OFFICIAL SEAL"
S E Kulbersh
Notary Public, State of Illinois
My Commission Expires 5/5/2014

# **REAL ESTATE SALES CONTRACT**

# (11680 German Church Road)

# **EXHIBITS**

Exhibit A - Plat of Subdivision

Exhibit B – Legal Description of Adjacent Property – to be provided

Exhibit C - Title Commitment - to be provided

 $\underline{\textbf{Exhibit D}} - \textbf{Village Information Summary Sheet} - \textbf{to be provided}$ 

Exhibit E – Variable Interest Entity Questionnaire - to be provided

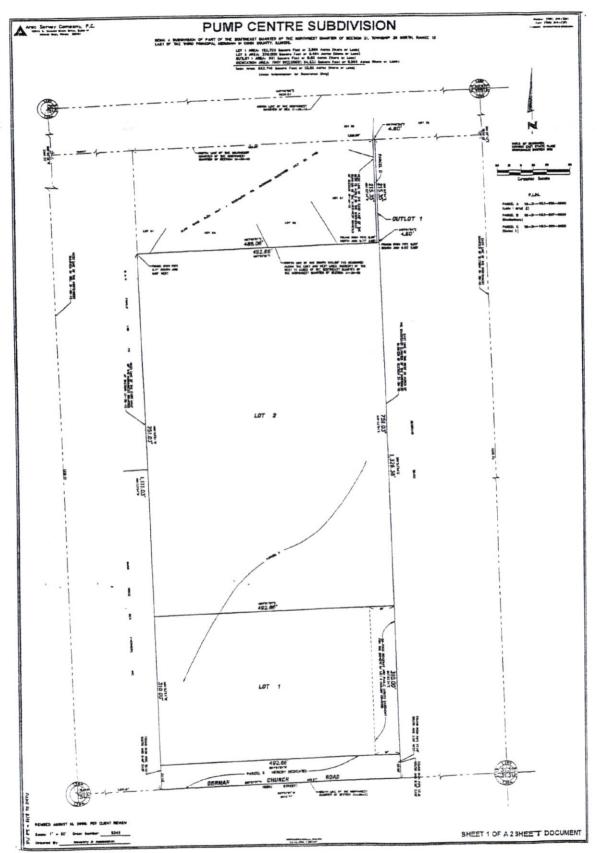


EXHIBIT A

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# **EXHIBIT B**

# SESSIONS PARCEL - LEGAL DESCRIPTION

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# VARIABLE INTEREST ENTITY QUESTIONNAIRE

hetweer	PILITE	that certain Real Estate Sale Agreement (the "Agreement") dated, HOME CORPORATION, a Michigan corporation ("Purchaser") and , an Illinois ("Seller") for the
Accoun	te and deliviting Standar	, an Illinois ("Seller") for the of the real property described in the Agreement (the "Property"), Seller agreed to ver this Questionnaire to Buyer in order for Buyer to comply with the Financial rds Board requirements related to variable interest entities ("VIEs") as required by rds Codification 810.
1.	a co a lin a pa a tr	individual (Note: if Seller is an individual skip questions 2 and 3 below.) orporation (C or S) nited liability company artnership (general or limited)
2.	Does Seller	own any assets other than the land subject to the Agreement?
	□ Yes	□ No
	If yes, does more than i	s the estimated fair market value of the Subject Property being sold by Seller make up fifty percent (50%) of the estimated fair market value of all the assets of Seller?
	□ Yes	□ No
3.	Does Selle Subject Pro	er have any project specific debt or other financing structures related solely to the operty being sold to Buyer?
	□ Yes	□ No debt being sold to Buyer. Seller will payoff mortgage at closing.
	sold to Buy	he time the Agreement was entered into, what percentage of the Subject Property being yer was financed by project specific debt or other financing structures related solely to the Property?
inform	Seller has a sation provid	read this Questionnaire and the related responses and acknowledges that the ed in this Questionnaire is accurate and complete to the best of Seller's knowledge.
a		
Name:		
Date:		



# **Douglas Pollock**

From: ZSF3@aol.com

Sent: Friday, August 23, 2013 11:29 AM

To: mickey@mayormickey.com; Diane Bolos; gwfranzese@aol.com; Janet R. Grasso;

iohnmanieri@msn.com; liruzak@sbcglobal.net

Cc: Douglas Pollock; Steve Stricker

Subject: Burr Ridge August 26th Board Meeting and Proposed Pumping Station Sale to Pulte

Attachments: BR15D3~1.DOC

August, 23, 2013

RE: Burr Ridge August 26th Board Meeting and Proposed Pumping Station Sale to Pulte

Dear Mayor Straub, Trustees and Village Management:

I am writing this letter on behalf of the eleven homeowners of Bridle Path, in my capacity as President of the Association. This is a follow-up to my previous letter dated July 11, 2013 (attached) expressing our concerns about the likely forthcoming material zoning changes contemplated by the Pulte development on the pumping station property. While I understand that the specifics are not available (and in fact, the Sessions property may not be purchased), we are requesting that the Board in its meeting on Monday expressly reiterate that an approval of the contract to sell the Village pumping station property does not imply any approval of subsequent plans and zoning changes.

Both Steve Stricker and Doug Pollock have assured us that the approval to sell the property is "step one" of the process and we should have confidence that all of the normal zoning hearings and approvals would remain in place. They graciously shared a copy of the proposed contract with us. We understand the reality that Pulte doesn't want to incur costs for engineering and site plans prior to knowing that they control the ownership of the required parcels for the planned project. (Of course, it was originally stated that they would not pursue the pumping station purchase without a successful purchase of the Sessions property. Apparently, that stance has changed.)

We are very concerned that this "first step" doesn't "taint" the normal vetting process and place either current residents in the area or the Plan Commission under undue pressure to accept the initial plans presented, especially given the potential magnitude of the requested zoning change (20,000 SF lots at Savoy versus current 30,000 and 40,000 predominately required in the current neighborhood).

We are requesting an explicit statement by the Board to reiterate its commitment (and give explicit direction to the Plan Commission) for a full planning review process incorporating the concerns of the current residents notwithstanding the fact that the Village is the seller of the property.

Why do we request an explicit statement versus relying on the implicit language in the proposed sales contract?

- In essence, the purchase price includes a combination: the sale of the land and the agreement to rezone
  the land under the Pulte requested planned unit development. That creates an inherent conflict of interest
  that only can be mitigated by extra attention to transparency and public input.
- By approving this sale with no articulated parameters (at least as far as I am aware), the burden could be shifted
  to the residents versus the applicants requesting the zoning changes. I can hear the argument now: the Board
  already approved the sale for a "Savoy style project", Pulte has spent considerable amounts of money developing
  site plans and engineering, so plans submitted under this contract should be approved with minimum
  modifications.

We believe an explicit recognition of the unusual circumstances of this transaction and a commitment to a high level of transparency will serve both the Board and the residents well and thus, we request consideration of this assurance at the Monday Board meeting.

Sincerely,

Zed Francis President, Bridle Path 630-920-8628 zsf3@aol.com RE: Proposed Sale of Village Pumping Station Property and Pulte Development

Dear Mayor Straub, Trustees and Village Management:

I am writing this letter on behalf of the eleven homeowners of Bridle Path, in my capacity as President of the Association. Our Association has formally met to discuss the proposed sale and development of the pumping station property and voted unanimously to share our considerable concerns with the Village leadership.

**Background:** The Board authorized the sale to Pulte at the May 28th regular meeting accepting the staff recommendation "that the Board accept the offer from Pulte Group to purchase the Pump Center property in the amount of \$2,445,000 and to direct the Village Attorney to negotiate a contract satisfactory to the Village that will be contingent on the successful passage of the necessary zoning to allow for the development of a cluster home project similar to the Savoy Club development."

Resident Concerns: While we have been assured that the regular zoning hearings and approval processes will be followed, we wanted to share our concerns. Frankly, as there was no notice given to the surrounding property owners prior to the vote on the resolution, we are concerned that the Village might misinterpret the lack of response to equal support for this project. Based on the unanimous vote of Bridle Path and conversations with surrounding residents in Arrowhead Farms, Burr Oaks Glen South, individual home owners along Steepleside and others throughout the Village, I can affirm that there are broad and serious reservations.

We understand from Doug Pollock and Steve Stricker that no formal site plans have been shared or submitted to the Village. As a result, it was their opinion that the appropriate time for public comment will follow the official submission of plans and via public hearings and comment period. Normally, we would concur with that recommendation. However, this is an unusual situation.

As we have not been privy to any plans, we are not in a position to comment on any specific aspects. But, we wanted to outline three critical concerns we have:

- 1. It is unusual as the Village finds itself with an appearance of a "structural" conflict of interest. It is both the seller of the property and the controller of the zoning changes that will be required to effect the sale. While the Village zoning processes (from the staff to the Plan Commission to the Board) normally are an independent safeguard to ensure that private property transactions and development are consistent with the public interest, the stated desire of the Village to sell this property puts this normal independence at risk. Therefore, we request the Village do everything in its power to ensure a very public and transparent process (including ample notice).
- While no plans have been submitted to the Village, I did meet with representatives of Pulte (graciously arranged by Steve Stricker) following my initial inquiry to the Village as soon as I was aware of the vote to sell the property. Pulte representatives indicated that they planned to pursue a development along the lines of Savoy Club with a targeted 44 units. This would create a density materially out of conformity with the surrounding neighborhood. As you can visualize readily from the map, the surrounding area generally is zoned R2A (40,000 SF minimum) or R2B (30,000 SF minimum) or larger. The current Savoy Club is R3-PUD (20,000).

This is a material difference. http://www.burr-ridge.gov/E-Services/GIS/StockMaps/Zoning.pdf

3. We understand and support the desire of the Village to sell the pumping station property. When the Village proposed to list the property for sale in late 2008, we were assured by the Village Manager that the property would be zoned consistent with the neighboring properties. Here was

his response to our inquiry about plans for the pumping station property with its listing in 2008: "...There is no question that a better plan would be to develop our land in conjunction with the Sessions property. We are only going to sell the land. It will be up to the buyer to rezone and present a development plan for approval. All I can really say at the moment is that the land will be rezoned for either 30,000 or 40,000 sq. foot single family lots."

While the real estate market entered a deep recession across Burr Ridge and most of the country right after the Village listed the property, it would be unfortunate if the length of time on the market would now drive the Village to alter its commitment and accommodate a massive zoning change simply to sell the property--especially as the market has begun to rebound significantly. Housing and land prices have begun a strong recovery over the past 12 months as evidenced by increased resale activity and selling prices across Burr Ridge.

We know the Village has been a good partner with our Association and others for many years. We look forward to working with the various bodies to ensure that any development on this property is consistent with the neighboring properties (all established more than 15 years ago) and maintains Burr Ridge as a very special place.

Sincerely, Zed Francis President, Bridle Path zsf3@aol.com

cc: Trustee Al Paveza (hard copy)

8/20/13 BP

# 7B

# RESOLUTION NO. R- -13

AMENDING THE PREMIUM CONVERSION PLAN UNDER SECTION 125 OF THE INTERNAL REVENUE CODE FOR THE BENEFIT OF THE EMPLOYEES OF THE VILLAGE OF BURR RIDGE PREVIOUSLY ADOPTED BY RESOLUTION R-23-92

WHEREAS, the Village of Burr Ridge has employees rendering valuable services; and

WHEREAS, the establishment of a Premium Conversion Plan (the "Plan"), under section 125 of the Internal Revenue Code of 1986, as amended, for such employees serves the interests of the Village of Burr Ridge by rewarding them by providing benefits for those employees to choose among different types of benefits based on their own particular goals, desires and needs; and

WHEREAS, the intention of the Village of Burr Ridge is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an employee elects to receive under the Plan be excludable from the employee's income under section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended;

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

Section 1: That the President and Board of Trustees of the Village of Burr Ridge hereby find that it is in the best interests of the Village of Burr Ridge and its employees that the aforesaid Premium Conversion Plan be amended to include a language change in Section 6.4 to change Health FSA limit to \$2,500 per Health Care Reform, modified language to removed cash benefit in Article 4, added language to Employer Contribution in Article 3 and added language on post deductible limited FSA.

Section 2: That aforesaid amended Premium Conversion Plan, attached hereto and made a part hereof as EXHIBIT A, be approved and adopted by this Board of Trustees, and that the Village President and Village Clerk are hereby authorized and directed to execute said Amended Premium Conversion Plan on behalf of the Village of Burr Ridge.

<u>Section 3</u>: That this Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

ADOPTED this 26<sup>th</sup> day of August, 2013, by the Corporate Authorities of the Village of Burr Ridge by roll call vote as follows:

AYES:

NAYS:

ABSENT:

Clerk

 ${\tt APPROVED}$  this 26 th day of August, 2013 by the President of the Village of Burr Ridge.

	President
ATTEST:	

# VILLAGE OF BURR RIDGE CAFETERIA PLAN

AND ALL SUPPORTING FORMS HAVE BEEN PRODUCED FOR VILLAGE OF BURR RIDGE

VILLAGE OF BURR RIDGE CAFETERIA PLAN

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## VILLAGE OF BURR RIDGE CAFETERIA PLAN

## INTRODUCTION

The Employer has amended this Plan effective January 1, 2013, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. This Plan is a restatement of a Plan which was originally effective on March 1, 2007. The Plan shall be known as Village of Burr Ridge Cafeteria Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

#### ARTICLE I DEFINITIONS

- 1.1 "Administrator" means the Employer unless another person or entity has been designated by the Employer pursuant to Section 9.1 to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.
- 1.2 "Affiliated Employer" means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).
- 1.3 "Benefit" or "Benefit Options" means any of the optional benefit choices available to a Participant as outlined in Section 4.1.
- 1.4 "Cafeteria Plan Benefit Dollars" means the amount available to Participants to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.
  - 1.5 "Code" means the Internal Revenue Code of 1986, as amended or replaced from time to time.
  - 1.6 "Compensation" means the amounts received by the Participant from the Employer during a Plan Year.
- 1.7 **"Dependent"** means any individual who qualifies as a dependent under an Insurance Contract for purposes of coverage under that Contract only or under Code Section 152 (as modified by Code Section 105(b)).

"Dependent" shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or under the Health Flexible Spending Account or as allowed by reason of the Affordable Care Act.

For purposes of the Health Flexible Spending Account, a Participant's "Child" includes his natural child, stepchild, foster child, adopted child, or a child placed with the Participant for adoption. A Participant's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year.

The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

- 1.8 "Effective Date" means March 1, 2007.
- 1.9 **"Election Period"** means the period immediately preceding the beginning of each Plan Year established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Partici pants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.
  - 1.10 "Eligible Employee" means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

1.11 "Employee" means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

- 1.12 **"Employer"** means Village of Burr Ridge and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, Affiliated or Adopting Employer.
- 1.13 **"Employer Contribution"** means the contributions made by the Employer pursuant to Section 3.1 to enable a Participant to purchase Benefits. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V and as set forth in Section 3.1.
  - 1.14 "Insurance Contract" means any contract issued by an Insurer underwriting a Benefit.
- 1.15 "Insurance Premium Payment Plan" means the plan of benefits contained in Section 4.1 of this Plan, which provides for the payment of Premium Expenses.
  - 1.16 "Insurer" means any insurance company that underwrites a Benefit under this Plan.
- 1.17 **"Key Employee"** means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.
- 1.18 **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.
  - 1.19 "Plan" means this instrument, including all amendments thereto.
- 1.20 "Plan Year" means the 12-month period beginning January 1 and ending December 31. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.
  - 1.21 "Premium Expenses" or "Premiums" mean the Participant's cost for the Benefits described in Section 4.1.
- 1.22 "Premium Expense Reimbursement Account" means the account established for a Participant pursuant to this Plan to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant shall be paid or reimbursed. If more than one type of insured Benefit is elected, sub-accounts shall be established for each type of insured Benefit.
- 1.23 "Salary Redirection" means the contributions made by the Employer on behalf of Participants pursuant to Section 3.2. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.
- 1.24 "Salary Redirection Agreement" means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.
- 1.25 **"Spouse"** means "spouse" as defined in an Insurance Contract for purposes of coverage under that Contract only or the "spouse," as defined under Federal law, of a Participant, unless legally separated by court decree.

# ARTICLE II PARTICIPATION

# 2.1 ELIGIBILITY

Any Eligible Employee shall be eligible to participate hereunder as of the date he satisfies the eligibility conditions for the Employer's group medical plan, the provisions of which are specifically incorporated herein by reference. However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

# 2.2 EFFECTIVE DATE OF PARTICIPATION

An Eligible Employee shall become a Participant effective as of the date on which he satisfies the requirements of Section 2.1.

#### 2.3 APPLICATION TO PARTICIPATE

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured Benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

#### 2.4 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- (a) **Termination of employment.** The Participant's termination of employment, subject to the provisions of Section 2.5;
  - (b) **Death.** The Participant's death, subject to the provisions of Section 2.6; or
  - (c) **Termination of the plan.** The termination of this Plan, subject to the provisions of Section 10.2.

#### 2.5 TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section 4.1 shall be governed in accordance with the following:

- (a) Insurance Benefit. With regard to Benefits which are insured, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.
- (b) **Dependent Care FSA.** With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment related Dependent Care Expense reimbursements for claims incurred up to the date of termination and submitted within 0 days after termination, based on the level of the Participant's Dependent Care Flexible Spending Account as of the date of termination.
- (c) COBRA applicability. With regard to the Health Flexible Spending Account, the Participant may submit claims for expenses that were incurred during the portion of the Plan Year before the end of the period for which payments to the Health Flexible Spending Account have already been made. Thereafter, the health benefits under this Plan including the Health Flexible Spending Account shall be applied and administered consistent with such further rights a Participant and his Dependents may be entitled to pursuant to Code Section 4980B and Section 11.14 of the Plan.

# 2.6 DEATH

If a Participant dies, his participation in the Plan shall cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent. If the Plan is subject to the provisions of Code Section 4980B, then those provisions and related regulations shall apply for purposes of the Health Flexible Spending Account.

# ARTICLE III CONTRIBUTIONS TO THE PLAN

# 3.1 EMPLOYER CONTRIBUTION

The Employer shall make available to each Participant an Employer Contribution to be used for any Benefit under the Plan in an amount to be determined by the Employer prior to the beginning of each Plan Year. Each Participant's Employer Contribution shall be converted to Cafeteria Plan Benefit Dollars and be available to purchase Benefits hereunder. The Employer's Contribution shall be made on a pro rata basis for each pay period of the Participant. If a Participant fails to make any election of Benefit Option, there shall be no Employer Contribution (i.e., the Employer Contribution shall not be available in cash).

# 3.2 SALARY REDIRECTION

If a Participant's Employer Contribution is not sufficient to cover the cost of Benefits or Premium Expenses he elects pursuant to Section 4.1, his Compensation will be reduced in an amount equal to the difference between the cost of Benefits he elected and the amount of Employer Contribution available to him. Such reduction shall be his Salary Redirection, which the Employer will use on his behalf, together with his Employer Contribution, to pay for the Benefits he elected. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article IV.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

# 3.3 APPLICATION OF CONTRIBUTIONS

As soon as reasonably practical after each payroll period, the Employer shall apply the Employer Contribution and Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Flexible Spending Account or Dependent Care Flexible Spending Account shall be credited to such fund or account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

# 3.4 PERIODIC CONTRIBUTIONS

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year.

## ARTICLE IV BENEFITS

# 4.1 BENEFIT OPTIONS

Each Participant may elect any one or more of the following optional Benefits:

- (1) Health Flexible Spending Account
- (2) Dependent Care Flexible Spending Account

In addition, each Participant shall have a sufficient portion of his Employer Contributions and Salary Redirections applied to the following Benefits unless the Participant elects not to receive such Benefits:

(3) Health Insurance Benefit

# 4.2 HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Health Flexible Spending Account option, in which case Article VI shall apply.

# 4.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Dependent Care Flexible Spending Account option, in which case Article VII shall apply.

# 4.4 HEALTH INSURANCE BENEFIT

- (a) Coverage for Participant and Dependents. Each Participant may elect to be covered under a health Insurance Contract for the Participant, his or her Spouse, and his or her Dependents.
- (b) **Employer selects contracts.** The Employer may select suitable health Insurance Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.
- (c) Contract incorporated by reference. The rights and conditions with respect to the benefits payable from such health Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

# 4.5 NONDISCRIMINATION REQUIREMENTS

- (a) Intent to be nondiscriminatory. It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.
- (b) 25% concentration test. It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.

(c) Adjustment to avoid test failure. If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reduce contributions or non-taxable Benefits, it shall be done in the following manner. First, the non-taxable Benefits of the affected Participant (either an employee who is highly compensated or a Key Employee, whichever is applicable) who has the highest amount of non-taxable Benefits for the Plan Year shall have his non-taxable Benefits reduced until the discrimination tests set forth in this Section are satisfied or until the amount of non-taxable Benefits equals the non-taxable Benefits of the affected Participant who has the second highest amount of non-taxable Benefits. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among Health Flexible Spending Account Benefits and Dependent Care Flexible Spending Account Benefits, and once all these Benefits are expended, proportionately among insured Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

# ARTICLE V PARTICIPANT ELECTIONS

#### 5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his effective date of participation pursuant to Section 2.2.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

# 5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which spending account Benefit options he wishes to select. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

- (a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;
- (b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year;
- (c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

# 5.3 FAILURE TO ELECT

With regard to Benefits available under the Plan for which no Premium Expenses apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized or made for the subsequent Plan Year for such Benefits.

With regard to Benefits available under the Plan for which Premium Expenses apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have made the same Benefit elections as are then in effect for the current Plan Year. The Participant shall also be deemed to have elected Salary Redirection in an amount necessary to purchase such Benefit options.

#### 5.4 CHANGE IN STATUS

(a) Change in status defined. Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains or Loses eligibility for

coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

- (1) Legal Marital Status: events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;
- (2) Number of Dependents: Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;
- (3) Employment Status: Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;
- (4) Dependent satisfies or ceases to satisfy the eligibility requirements: An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and
- (5) Residency: A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Dependent Care Flexible Spending Account, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and IRS Notice 2010-38, shall qualify as a change in status.

- (b) Special enrollment rights. Notwithstanding subsection (a), the Participants may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (SCHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.
- (c) **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("order") resulting from a divorce, legal separation, annulment, or change in legal custody which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):
  - (1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or
  - (2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.
- (d) Medicare or Medicaid. Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.
- (e) Cost increase or decrease. If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the

Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

- (f) Loss of coverage. If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.
- (g) Addition of a new benefit. If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.
- (h) Loss of coverage under certain other plans. A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.
- (i) Change of coverage due to change under certain other plans. A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse's, former Spouse's or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse's, former Spouse's or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse's, former Spouse's or Dependent's employer.
- (j) Change in dependent care provider. A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the dependent care provider. The availability of dependent care services from a new childcare provider is similar to a new benefit package option becoming available. A cost change is allowable in the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).
- (k) Health FSA cannot change due to insurance change. A Participant shall not be permitted to change an election to the Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits.

# ARTICLE VI HEALTH FLEXIBLE SPENDING ACCOUNT

# 6.1 ESTABLISHMENT OF PLAN

This Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Flexible Spending Account may submit claims for the reimbursement of Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Health Flexible Spending Account. Periodic payments reimbursing Participants from the Health Flexible Spending Account shall in no event occur less frequently than monthly.

# 6.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan, the terms below have the following meaning:

- (a) "Health Flexible Spending Account" means the account established for Particip ants pursuant to this Plan to which part of their Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents may be reimbursed.
- (b) "Highly Compensated Participant" means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:
  - (1) one of the 5 highest paid officers;
  - (2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or
  - (3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).

- (c) "Medical Expenses" means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Medical Expenses, when the Participant is provided with the medical care that gives rise to the Medical Expense and not when the Participant is formally billed or charged for, or pays for, the medical care.
- A Participant may not be reimbursed for the cost of any medicine or drug that is not "prescribed" within the meaning of Code Section 106(f) or is not insulin.
- A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his Spouse or Dependent.
  - A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).
- (d) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Flexible Spending Account.

#### 6.3 FORFEITURES

The amount in the Health Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 6.7 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason, subject to Section 8.2.

#### 6.4 LIMITATION ON ALLOCATIONS

- (a) Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is \$2500.00.
- (b) Cost of Living Adjustment. In no event shall the amount of salary redirections on the Health Flexible Spending Account exceed \$2,500 as adjusted by law. Such amount shall be adjusted for increases in the cost-of-living in accordance with Code Section 125(i)(2). The cost-of-living adjustment in effect for a calendar year applies to any Plan Year beginning with or within such calendar year. The dollar increase in effect on January 1 of any calendar year shall be effective for the Plan Year beginning with or within such calendar year. For any short Plan Year, the limit shall be an amount equal to the limit for the calendar year in which the Plan Year begins multiplied by the ratio obtained by dividing the number of full months in the short Plan Year by twelve (12).
- (c) Participation in Other Plans. All employers that are treated as a single employer under Code Sections 414(b), (c), or (m), relating to controlled groups and affiliated service groups, are treated as a single employer for purposes of the \$2,500 limit. If a Participant participates in multiple cafeteria plans offering health flexible spending accounts maintained by members of a controlled group or affiliated service group, the Participant's total Health Flexible Spending Account contributions under all of the cafeteria plans are limited to \$2,500 (as adjusted). However, a Participant employed by two or more employers that are not members of the same controlled group may elect up to \$2,500 (as adjusted) under each Employer's Health Flexible Spending Account.

# 6.5 NONDISCRIMINATION REQUIREMENTS

- (a) Intent to be nondiscriminatory. It is the intent of this Health Flexible Spending Account not to discriminate in violation of the Code and the Treasury regulations thereunder.
- (b) Adjustment to avoid test failure. If the Administrator deems it necessary to avoid discrimination under this Health Flexible Spending Account, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Health Flexible Spending Account by the member of the group in whose favor discrimination may not occur pursuant to Code Section 105 that elected to contribute the highest amount to the fund for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section or the Code are satisfied, or until the amount designated for the fund equals the amount designated for the fund by the next member of the group in whose favor discrimination may not occur pursuant to Code Section 105 who has elected the second highest contribution to the Health Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section or the Code are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

# 6.6 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Health Flexible Spending Account. The enrollment under the Cafeteria Plan shall constitute enrollment under this Health Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

# 6.7 HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS

- (a) Expenses must be incurred during Plan Year. All Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year shall be reimbursed during the Plan Year subject to Section 2.5, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.
- (b) Reimbursement available throughout Plan Year. The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his Spouse or Dependents.
- (c) Payments. Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time of incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Flexible Spending Account, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.
- (d) Claims for reimbursement. Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those Medical Expense claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 0 days after termination of employment.

# ARTICLE VII DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

#### 7.1 ESTABLISHMENT OF ACCOUNT

This Dependent Care Flexible Spending Account is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Dependent Care Flexible Spending Account.

#### 7.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan the terms below shall have the following meaning:

- (a) "Dependent Care Flexible Spending Account" means the account established for a Participant pursuant to this Article to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.
- (b) "Earned Income" means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.
- (c) "Employment-Related Dependent Care Expenses" means the amounts paid for expenses of a Participant for those services which if paid by the Participant would be considered employment related expenses under Code Section 21(b)(2). Generally, they shall include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period for which there are one or more Qualifying Dependents with respect to such Participant. Employment–Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:
  - (1) If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment-Related Dependent Care Expenses only if incurred for a Qualifying Dependent as defined in Section 7.2(d)(1) (or deemed to be, as described in Section 7.2(d)(1) pursuant to Section 7.2(d)(3)), or for a Qualifying Dependent as defined in Section 7.2(d)(2) (or deemed to be, as described in Section 7.2(d)(2) pursuant to Section 7.2(d)(3)) who regularly spends at least 8 hours per day in the Participant's household;

- (2) If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than 6 individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and
- (3) Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid or incurred to a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.
- (d) "Qualifying Dependent" means, for Dependent Care Flexible Spending Account purposes,
- (1) a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;
- (2) a Dependent or the Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or
- (3) a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).
- (e) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Flexible Spending Account.

## 7.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

The Administrator shall establish a Dependent Care Flexible Spending Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Flexible Spending Account benefits.

#### 7.4 INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be increased each pay period by the portion of Cafeteria Plan Benefit Dollars that he has elected to apply toward his Dependent Care Flexible Spending Account pursuant to elections made under Article V hereof.

#### 7.5 DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of a Participant pursuant to Section 7.12 hereof.

## 7.6 ALLOWABLE DEPENDENT CARE REIMBURSEMENT

Subject to limitations contained in Section 7.9 of this Program, and to the extent of the amount contained in the Participant's Dependent Care Flexible Spending Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

## 7.7 ANNUAL STATEMENT OF BENEFITS

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under Section 7.6 during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year. This statement is set forth on the Participant's Form W-2.

# 7.8 FORFEITURES

The amount in a Participant's Dependent Care Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 7.12 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

#### 7.9 LIMITATION ON PAYMENTS

(a) Code limits. Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or \$5,000 (\$2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

# 7.10 NONDISCRIMINATION REQUIREMENTS

(a) Intent to be nondiscriminatory. It is the intent of this Dependent Care Flexible Spending Account that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination may not occur under Code Section 129(d).

- (b) 25% test for shareholders. It is the intent of this Dependent Care Flexible Spending Account that not more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of the stock or of the capital or profits interest in the Employer.
- Adjustment to avoid test failure. If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 129 it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Dependent Care Flexible Spending Account by the affected Participant that elected to contribute the highest amount to such account for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section are satisfied, or until the amount designated for the account equals the amount designated for the account of the affected Participant who has elected the second highest contribution to the Dependent Care Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

## 7.11 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Dependent Care Flexible Spending Account. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Dependent Care Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

## 7.12 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS

The Administrator shall direct the payment of all such Dependent Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred during the Plan Year and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

- (a) The Dependent or Dependents for whom the services were performed;
- (b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;
- (c) The relationship, if any, of the person performing the services to the Participant;
- (d) If the services are being performed by a child of the Participant, the age of the child;
- (e) A statement as to where the services were performed;
- (f) If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;
  - (g) If the services were being performed in a day care center, a statement:
  - (1) that the day care center complies with all applicable laws and regulations of the state of residence,
  - (2) that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and
  - (3) of the amount of fee paid to the provider.
  - (h) If the Participant is married, a statement containing the following:
  - (1) the Spouse's salary or wages if he or she is employed, or
  - (2) if the Participant's Spouse is not employed, that
    - (i) he or she is incapacitated, or
    - (ii) he or she is a full-time student attending an educational institution and the months during the year which he or she attended such institution.
- (i) Claims for reimbursement. If a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates

employment during the Plan Year, claims for reimbursement must be submitted within 0 days after termination of employment.

# ARTICLE VIII BENEFITS AND RIGHTS

#### 8.1 CLAIM FOR BENEFITS

- (a) Insurance claims. Any claim for Benefits underwritten by Insurance Contract(s) shall be made to the Insurer. If the Insurer denies any claim, the Participant or beneficiary shall follow the Insurer's claims review procedure.
- (b) Dependent Care Flexible Spending Account or Health Flexible Spending Account claims. Any claim for Dependent Care Flexible Spending Account or Health Flexible Spending Account Benefits shall be made to the Administrator. For the Health Flexible Spending Account, if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 0 days after termination of employment. For the Dependent Care Flexible Spending Account, if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for reimbursement must be submitted within 0 days after termination of employment. If the Administrator denies a claim, the Administrator may provide notice to the Participant or beneficiary, in writing, within 90 days after the claim is filed unless special circumstances require an extension of time for processing the claim. The notice of a denial of a claim shall be written in a manner calculated to be understood by the claimant and shall set forth:
  - (1) specific references to the pertinent Plan provisions on which the denial is based;
  - (2) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such information is necessary; and
  - (3) an explanation of the Plan's claim procedure.
- (c) Appeal. Within 60 days after receipt of the above material, the claimant shall have a reasonable opportunity to appeal the claim denial to the Administrator for a full and fair review. The claimant or his duly authorized representative may:
  - request a review upon written notice to the Administrator;
  - (2) review pertinent documents; and
  - (3) submit issues and comments in writing.
- (d) Review of appeal. A decision on the review by the Administrator will be made not later than 60 days after receipt of a request for review, unless special circumstances require an extension of time for processing (such as the need to hold a hearing), in which event a decision should be rendered as soon as possible, but in no event later than 120 days after such receipt. The decision of the Administrator shall be written and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, with specific references to the pertinent Plan provisions on which the decision is based.
- (e) Forfeitures. Any balance remaining in the Participant's Dependent Care Flexible Spending Account or Health Flexible Spending Account as of the end of the time for claims reimbursement for each Plan Year shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to Section 6.3 or Section 7.8, whichever is applicable, unless the Participant had made a claim for such Plan Year, in writing, which has been denied or is pending; in which event the amount of the claim shall be held in his account until the claim appeal procedures set forth above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus.

# 8.2 APPLICATION OF BENEFIT PLAN SURPLUS

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense or seek reimbursement in a timely manner may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filling of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall be used to defray any administrative costs and experience losses or used to provide additional benefits under the Plan.

# ARTICLE IX ADMINISTRATION

#### 9.1 PLAN ADMINISTRATION

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. An Administrator may resign by delivering a written resignation to the Employer or be removed by the Employer by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconciles any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

- (a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;
- (f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;
- (g) To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such shall be paid if the Administrator decides in its discretion that the applicant is entitled to them. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;
- (h) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

# 9.2 EXAMINATION OF RECORDS

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

# 9.3 PAYMENT OF EXPENSES

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereun der. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

#### 9.4 INSURANCE CONTROL CLAUSE

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

#### 9.5 INDEMNIFICATION OF ADMINISTRATOR

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

# ARTICLE X AMENDMENT OR TERMINATION OF PLAN

#### 10.1 AMENDMENT

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

#### 10.2 TERMINATION

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Insurance Contract.

No further additions shall be made to the Health Flexible Spending Account or Dependent Care Flexible Spending Account, but all payments from such fund shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

## ARTICLE XI MISCELLANEOUS

# 11.1 PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 11.12.

# 11.2 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

# 11.3 WRITTEN DOCUMENT

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

# 11.4 EXCLUSIVE BENEFIT

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

# 11.5 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have up on him as a Participant of this Plan.

## 11.6 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

## 11.7 EMPLOYER'S PROTECTIVE CLAUSES

- (a) Insurance purchase. Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.
- (b) Validity of insurance contract. The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

### 11.8 NO GUARANTEE OF TAX CONSEQUENCES

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

# 11.9 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

# 11.10 FUNDING

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

### 11.11 GOVERNING LAW

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of Illinois.

## 11.12 SEVERABILITY

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

### 11.13 CAPTIONS

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

# 11.14 CONTINUATION OF COVERAGE (COBRA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B, and related regulations. This Section shall only apply if the Employer employs at least twenty (20) employees on more than 50% of its typical business days in the previous calendar year.

# 11.15 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

# 11.16 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

# 11.17 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

# 11.18 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

- (a) **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.
- (b) **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including information about treatment or payment for treatment.
- (c) PHI disclosed for administrative purposes. Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Genetic information will not be used or disclosed for underwriting purposes.
- (d) PHI disclosed to certain workforce members. The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.
  - (1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.
  - (2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy officer. The privacy officer shall take appropriate action, including:
    - (i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach:
    - (ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;
    - (iii) mitigation of any harm caused by the breach, to the extent practicable; and
    - (iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.
  - (e) Certification. The Employer must provide certification to the Plan that it agrees to:
  - (1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;
  - (2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
  - (3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;
  - (4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;

- (5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;
- (6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
- (7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;
- (8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards:
- (9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- (10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

## 11.19 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

- (a) Implementation. The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.
- (b) Agents or subcontractors shall meet security standards. The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.
- (c) **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.18.

# 11.20 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act and ERISA Section 712.

## 11.21 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

## 11.22 WOMEN'S HEALTH AND CANCER RIGHTS ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

# 11.23 NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.

IN WITNESS WHEREOF, this Plan document is	hereby executed this day of	·
	Village of Burr Ridge	
	By	





7660 County Line Rd. • Burr Ridge, IL 60527 (630) 654-8181 • Fax (630) 654-8269 • www.burr-ridge.gov

Mickey Straub Mayor

Karen J. Thomas Village Clerk

Steven S. Stricker
Administrator

August 20, 2013

Mayor Straub and Board of Trustees 7660 County Line Road Burr Ridge, Illinois 60527

Re: Z-11-2013: 6501 County Line Road (Lindell); Text Amendment or Variation

Dear Mayor and Board of Trustees:

The Plan Commission/Zoning Board of Appeals previously forwarded its recommendation to deny a request by Mr. Dennis Lindell for a text amendment or variation to Section IV.J of the Burr Ridge Zoning Ordinance for the construction of a 6 foot tall fence in the front and the corner side yards of an existing residential property rather than the requirement that fences be restricted to 5 feet in height and located in the rear yard. The Board of Trustees considered that recommendation at the July 8 meeting and remanded the petition to the Plan Commission for further review. Subsequent to the Board's review, the petitioner agreed to reduce the height of the fence to 5 feet and to move the fence behind the perimeter landscaping with a 15 to 18 foot setback from the front and corner lot lines.

The Plan Commission considered the amended plans at their August 19, 2013 meeting. The Plan Commission concluded that the changes did not resolve their previous concerns. Particularly, the Commission still believes that the variation cannot be justified. The property may be considered unique due to its location at an intersection of two arterial streets. However, that unique condition does not create a hardship that can only be resolved by granting the proposed fence variation. In fact, the Plan Commission concluded that the fence will not provide any more protection from the adjacent streets than could be provided by landscaping.

The petitioner also requested a text amendment that would allow fences in the front yards of properties of 2 acres more and located on two arterial streets. The Commission previously recommended denial of the text amendment in part because the size of the lot should not be reason for allowing front yard fences.

At the August 19 meeting, the petitioner indicated they would be agreeable to any amendment that allowed a front yard fence on the subject property. The Commission discussed options for a text amendment and decided that any further consideration of a text amendment should be done with a new public hearing that includes a broader legal notice. The Commission struggled with finding any terms that would allow front yard fencing without creating an undesirable number of front yard fences in the Village. Generally, the Commission believes that front yard fences are contrary to the objectives of the fence regulations which are to maintain an open streetscape throughout the Village.

After due consideration, the Plan Commission concluded that even with the amendments to the petition, the variations do not comply with the standards of the Zoning Ordinance. Accordingly, by a vote of 7 to 0, the Plan Commission recommends denial of the variations as requested by Z-11-2013 and forwards its findings of fact in support of its recommendation to deny (attached).

The Plan Commission also considered the request for a text amendment and concluded that an amendment based on the size of the property was not consistent with the purpose of the Zoning Ordinance. Thus, the Commission's prior recommendation to deny the text amendment remains based on the approved findings of fact (attached). The Commission does request direction as to whether the Village Board wants the Plan Commission to further consider a different amendment to the Zoning Ordinance relative to front yard fences.

Sincerely,

Greg Trzupek, Chairman Village of Burr Ridge Plan Commission/Zoning Board of Appeals

GT:JDP:sr



# FINDINGS OF FACT FOR THE DENIAL OF A VARIATION FROM THE VILLAGE OF BURR RIDGE ZONING ORDINANCE

# Z-11-2013; 6501 County Line Road

The petitioner requests a variation from Section IV.J of the Zoning Ordinance to allow a six foot high fence located in a front and corner side yard in a residential district. The Zoning Ordinance restricts fences to 5 feet and limits the location of fences to rear yards.

a. There was no evidence shown regarding the particular physical surroundings, shape, or topographical conditions of the specific property involved that cause a particular hardship to the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out.

The petitioner cited the location of the property at the intersection of two arterial streets and cited security concerns that occurred during the time of construction of the home and prior to occupancy as justification for the variation. The Plan Commission determined that these conditions do not create a hardship that justifies the need for a fence in the front and corner side yard. In particular, the safety and security concerns of this property are not significantly different from other residential properties on arterial streets.

b. There was no evidence provided that the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the zoning district in which it is located.

The property was constructed with the existing fence regulations in place and there is no evidence submitted that indicates it cannot continue to be used as it is currently zoned and without a fence variation.

Greg Trzupek, Chairman

Plan Commission/Zoning Board of Appeals

August 5, 2013



# FINDINGS OF FACT FOR THE DENIAL OF AN AMENDMENT TO THE VILLAGE OF BURR RIDGE ZONING ORDINANCE

# Z-11-2013; 6501 County Line Road

The petitioner requests an amendment to Section IV.J of the Zoning Ordinance to allow residential fences on properties exceeding 2 acres and with frontage on two arterial streets

a. The amendment is not compatible with other standards and uses of the Zoning Ordinance;

The Burr Ridge Zoning Ordinance does not permit fences in any front or corner side yard. The amendment would allow fences in such yards for larger properties located on arterial streets. The need for a fence is not greater on larger parcels than it may be on smaller parcels. Thus, allowing fences on larger parcels but not on smaller parcels is not consistent with the Zoning Ordinance. Allowing front and corner side yard fences on any property would not be compatible with the standards of the Zoning Ordinance, particularly those standards relating to the preservation of open space.

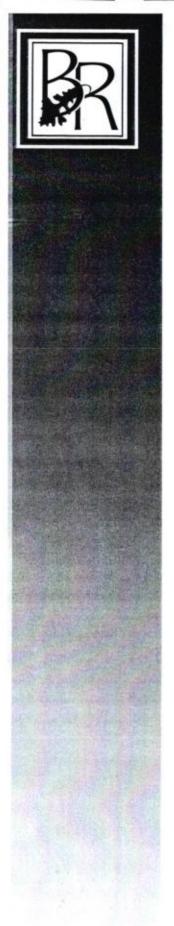
b. The amendment does not fulfill the purpose and intent of the Zoning Ordinance;

The amendment is in contrary to the purpose of enhancing the aesthetic value of property throughout the Village.

Greg Trzupek, Chairman

Plan Commission/Zoning Board of Appeals

August 5, 2013





7660 County Line Rd. • Burr Ridge, IL 60527 (630) 654-8181 • Fax (630) 654-8269 • www.burr-ridge.gov

Mickey Straub Mayor Karen I. Thomas

**Karen J. Thomas** Village Clerk

Steven S. Stricker
Administrator

August 20, 2013

Mayor Straub and Board of Trustees 7660 County Line Road Burr Ridge, Illinois 60527

Re: S-04-2013: 60 Shore Drive (Brand Max Motors); Conditional Sign Approval

and Sign Variation

Dear Mayor and Board of Trustees:

The Plan Commission transmits for your consideration its recommendation to approve a request by Brand Max Motors for a variation from Section 55.07 of the Sign Ordinance to permit two wall signs on the same side of the building with a combined area of 160 square feet. The Sign Ordinance permits two sign per street frontage for a corner lot provided each sign is oriented toward a different street with a combined area not to exceed 110 square feet.

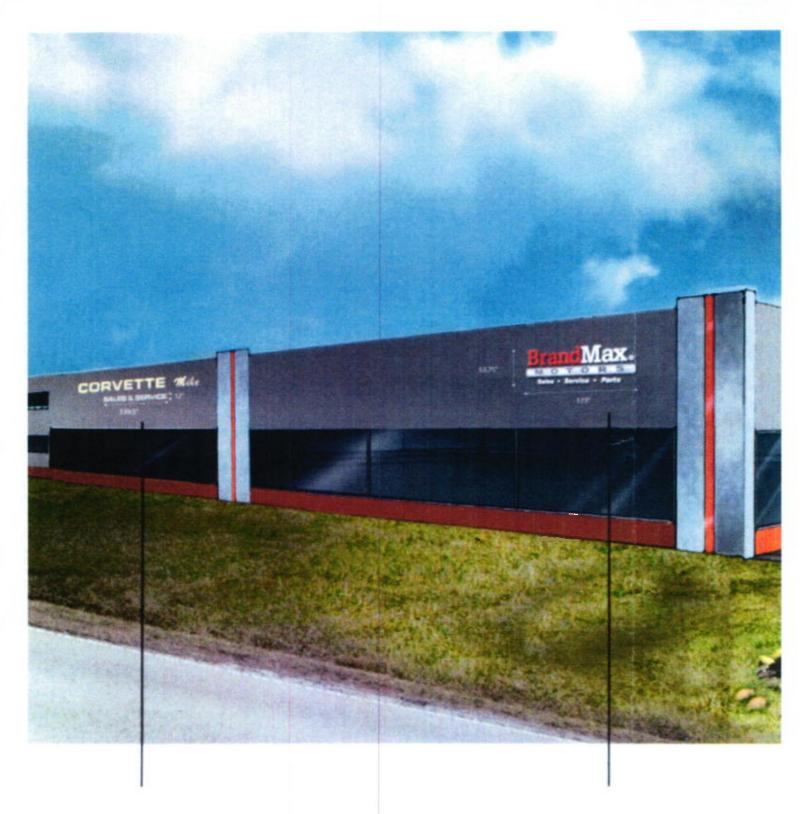
The Plan Commission considered this request at their August 19, 2013 meeting. In 2007, a sign variation was approved allowing two signs on the north façade of the building. The proposed sign would replace one of the two signs previously approved for this property. The 2007 approval was based on the fact that two signs are allowed on the building, that the building faces I-55, and that the use of the building includes two retail sales facilities. The current request included a third sign to be located above the entryway on the west façade of the building. However, the Commission does not recommend that sign as it would be inconsistent with other sign approvals and set a precedent for three signs on a corner lot.

Based on the above considerations, the Plan Commission concluded that the sign variation complies with the standards of the Zoning Ordinance. By a vote of 5 to 0, the Plan Commission recommends approval of a variation from Section 55.07 of the Sign Ordinance to permit two wall signs on the same side of the building with a combined area of 160 square feet subject to compliance with the submitted plans.

Sincerely,

Greg Trzupek, Chairman Village of Burr Ridge Plan Commission/Zoning Board of Appeals

GT:JDP:sr



12" x 139.5" (11.625 sq ft) 53.75" x 173" (64.5 sq ft)





30" x 72" (15 sq ft)

Sales & Service

BrandMax®

12" x 139.5" 11.625 sq ft)

47.25" x 192" (64 sq ft)



Steven S. Stricker Administrator

Mayor

Village Clerk

7660 County Line Rd. • Burr Ridge, IL 60527 (630) 654-8181 • Fax (630) 654-8269 • www.burr-ridge.gov

August 20, 2013

Mayor Straub and Board of Trustees 7660 County Line Road Burr Ridge, Illinois 60527

PC-07-2013: Zoning Regulations Pertaining to Compassionate Use of Re: Medical Cannabis Pilot Program Act

Dear Mayor and Board of Trustees:

The Plan Commission transmits for your consideration its recommendation to direct the Plan Commission to conduct a public hearing to consider an amendment to the Zoning Ordinance. The hearing would consider an amendment in response to the recent enactment by the State of Illinois of the Compassionate Use of Medical Cannabis Pilot Program Act by the State of Illinois. This law preempts municipal authority to wholly prohibit "medical marijuana disbursement facilities" (as defined in the Act) within municipal borders. It does, however, allow municipalities to regulate the location of such facilities from a zoning standpoint. A more detailed explanation is provided in the attached letter from the Village Attorney.

Sincerely,

Greg Trzupek, Chairman Village of Burr Ridge Plan Commission/Zoning Board of Appeals

GT:JDP:sr



20 N. Wacker Drive, Ste 1660 Chicago, Illinois 60606-2903 T 312 984 6400 F 312 984 6444 15010 S. Ravinia Avenue, Ste 10 Orland Park, Illinois 60462-5353 T 708 349 3888 F 708 349 1506

DD 312 984 6421

# **MEMORANDUM**

To: Steve Stricker, Village Administrator

John Madden, Chief of Police

From: Klein, Thorpe & Jenkins, Ltd.

Date: August 6, 2013

Re: Compassionate Use of Medical Cannabis Pilot Program Act

The "Compassionate Use of Medical Cannabis Pilot Program Act" (the "Act") has been signed into law by Governor Quinn. The Act preempts municipal authority to wholly prohibit "medical marijuana disbursement facilities" (as defined in the Act) within municipal borders. It does, however, allow municipalities to regulate the location of such facilities from a zoning standpoint. Specifically, the Act states as follows:

A unit of local government may enact reasonable zoning ordinances or resolutions, not in conflict with this Act or with Department of Agriculture or Department of Public Health rules, regulating registered medical cannabis cultivation center or medical cannabis dispensing organizations. No unit of local government including a home rule unit, or school district may regulate registered medical cannabis organizations other than as provided in this Act and may not unreasonably prohibit the cultivation, dispensing, and use of medical cannabis authorized by this Act. This Section is a denial and limitation under subsection (i) of Section 6 of Article VII of the Illinois Constitution on the concurrent exercise by home rule units of powers and functions exercised by the State.

The new Act will take effect January 1, 2014, and even after that date at least three state agencies (Public Health, Agriculture and Department of Professional Regulation) have until 120 days after the effective date to promulgate rules for implementation. The Act authorizes 22 "Cultivation Centers" around the State (maximum of 1 in each State Police District) and up to 60 dispensaries, which are also supposed to be spread out.

Cultivation centers cannot be located within 2,500 feet of the property line of a pre-existing public or private preschool or elementary or secondary school or day care center, day care home, group day care home, part day child care facility, or an area zoned for residential use, and all cultivation must take place in an enclosed, locked facility.

A dispensing organization may not be located within 1,000 feet of the property line of a pre-existing public or private preschool or elementary or secondary school or day care center, day care home, group day care home, or part day child care facility. A registered dispensing organization may not be located in a house, apartment, condominium, or an area zoned for residential use.

Some Illinois communities have proactively adopted resolutions which direct their respective Plan Commissions to evaluate the classification of medical marijuana distribution facilities and make recommendations as to whether such facilities should be considered special uses under their zoning regulations. Under the language of the Proposed Law, that is essentially the extent to which a local government can regulate these facilities.

If you have any questions please do not hesitate to contact us.



August 21, 2013

Paul May Director of Public Works 451 Commerce Street Burr Ridge, IL 60527

Dear Mr. May,

On August 8, 2012 I was admitted to the hospital for an emergency appendectomy. I expect to recover fully and to be back at work as soon as possible, but I would like to request an FMLA leave until I am released by my doctor to return to work.

Sincerely,

Timothy Jordan

Juny has

# VILLAGE OF BURR RIDGE

ACCOUNTS PAYABLE APPROVAL REPORT

BOARD DATE: 08/26/13

PAYMENT DATE: 08/27/13

FISCAL 13-14

FUND	FUND NAME	PAYABLE	TOTAL
			AMOUNT
10	General Fund	88,424.11	88,424.11
21	E-911 Fund	1,266.56	1,266.56
23	Hotel/Motel tax Fund	22,591.98	22,591.98
24	Places of Eating Tax	1,597.50	1,597.50
31	Capital Improvements Fund	12,910.00	12,910.00
32	Sidewalks/Pathway Fund	526.00	526.00
51	Water Fund	17,884.22	17,884.22
52	Sewer Fund	468.71	468.71
61	Information Technology Fund	7,724.60	7,724.60
	TOTAL ALL FUNDS	\$153,393.68	\$153,393.68

# PAYROLL PAY PERIOD ENDING AUGUST 17, 2013

		TOTAL PAYROLL
Legislation Administration Community Development Finance Police Public Works Water Sewer		3,104.02 15,973.15 9,565.28 7,749.19 104,116.12 22,709.78 24,142.60 7,099.15
IT Fund		,,000.13
TOTAL	=	\$194,459.29
	GRAND TOTAL	\$347,852.97

# 08/22/2013 12:36 PM User: scarman DB: Burr Ridge

# INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE

Page: 1/7

GL Number	Invoice Line Desc Vendor	Invoice Date	Invoice	Amount
10 General F				
Dept 1010 Boards & Commissions				
10-1010-40-4042	1111		Aug2013	10.49
10-1010-40-42		08/02/13	12856	95.00
10-1010-2013	. Pieczyr		5881	681.00
10-1010-50-5025	stamps (B&C mailing) -Ju Village of Burr		Aug2013	46.00
10-1010-20-20	sec mailing) Ju V		Aug2013	46.00
10 1010 50 5010	d)		101090740000Aug13	37.89
10 1010 60 6010	Willage of Burr		Aug2013	10.70
10-1010-60-6010	Village of Burr		Aug2013	11.94
10-1010-80-010	retirement party exp-Aug Village of Burr		Aug2013	14.06
10-1010-80-8010	party exp/B Popp-Aug'13 Village of Burr		Aug2013	34.99
10-1010-80-8010	retirement party exp-Aug Village of Burr	08/12/13	Aug2013	19,02
10-1010-80-8010	Popp	08/09/13	Aug2013	310.33
10-1010-80-8010	Jul'13 Vince's Flowers &	Landsca 08/07/13	2473~F	109.95
10-1010-80-8010	Vince's Flowers &	Landsca 08/07/13	2473-F	83.95
10-1010-80-8010	Flowers &	Landsca 08/07/13	2473-F	69,95
10-1010-80-8010	Flowers	£ Landsca 08/07/13	2473-E	19,95
10-1010-80-8012	Reimb. AV equip repair-Kowal/Ju Village of Burr Ridge	08/12/13	Aug2013	29.00
10-1010-80-8020	Cook County Recorder	of [07/31/13	279-279073113	42.25
10-1010-80-8020	lien/9 Southgate-Jul Cook County Recorder	of [07/31/13	279-279073113	42.25
10-1010-80-8020	Release of wtr lien/8301 Madiso DuPage County Recorder	r 07/23/13	201307230215	8 00
10-1010-80-8020	weed lien/15w090-91s DuPage County		201307230215	88
10-1010-80-8020	County		201307230250	00.8
10-1010-80-8020	DuPage County		201307230250	000
10-1010-80-8020	113 DuPage County		201307230250	0000
10-1010-80-8020	Recd water lien/7512 Hamilton-J DuPage County Recorder	L.	201307230250	0000
10-1010-80-8025	Pol. Cpl assessment sessions-Ju Personnel Strategies,	LIC	Ju12013	750.00
10-1010-80-8030	Video tape board mtg-07/08/13 Fernando Garron		07-08-13	575 00
10-1010-80-8030	board mtg-07/22/13 F	08/16/13	Aug2013	575 00
10-1010-80-8030	Video tape board mtg-08/12/13 Fernando Garron	08/16/13	Aug2013	575.00
		Total For Dept	t 1010 Boards & Commissions	CC TEC 4
Dept 2010 Administration		,	3	71.16742
10-2010-40-4042	Business mileade reimb/Popp-Inl Village of Burn Didge	00/10/13	*	•
10-2010-40-4042	Burr		2102013	70,06
10-2010-50-5030	Call One	00/12/13	101000140000000000000000000000000000000	W
10-2010-60-6000	E	08/12/13	Aug2013	210,20
		100 FOR 100 FO	2	20 846
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10-3010-50-50-50-0	(4) (4) (4) (4) (4) (4) (4) (4) (4) (4)			
10-3010-50-5020	evator Inspection	Servi U//26/13	41397	32.00
10-3010-50-5030	re map directine fittie dievator inapection	361/31/13	10100011000001111	32.00
10-3010-50-5035	Carr 7/19/13 Char	51/10/10	10074F17 0200F2	378.86
10-3010-50-5040	a)	08/14/13	100/43/2-630032 R4524	320.00
10-3010-50-5075	vg.	U	37602	150.00
10-3010-50-5075	plan review/7019 High Grv B B & F Construction		37610	150.00
10-3010-50-5075	plan review/161 Tower Dr #DB &		37636	468.75
10-3010-50-5075	& F Construction		37642	895.50
10-3010-50-5075	9' I 3 B & I	le S 08/09/13	37643	895.50
10-3010-50-5075	UNDITIES PLONE FOR THE DOMEST ACCUITED BY CONTROL OF THE DWORTH AND AND MONTHS AND	P.C 07/31/13	Jul2013	3,735.00
10-3010-50-5075	(B)	ie S 08/12/13	37688	12,351.58
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# INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE EXP CHECK RUN DATES 08/14/2013 - 08/16/2013

Page: 2/7

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund Dept 3010 Community Development 10-3010-60-6010 Safe	opment Safety footwear/Smith-Aug'13	Red Wing Shoe Store	08/05/13	45000006222	94.00
			Total For Dept	3010 Community Development	23,550.55
Uept 401U Finance 10-4010-40-4042 10-4010-50-5030	Mileage-BSA user group mtg/Sapp Village Telephone-Aug'l3	p Village of Burr Ridge Call One	08/12/13 08/15/13	Aug2013 101090740000Aug13	60.00 189.43
0000			Total For Dept	4010 Finance	249.43
Dept 4020 Central Services 10-4020-50-5081	s COBRA notification/3-Aug'13	HR Simplified	08/08/13	36089	75.00
10-4020-60-6000	Reimb. batteries/Popp-Augl3 Barbara	Barbara Popp	08/09/13	Aug2013	39.25
10-4020-60-6010	Disposable emergency blankets/1 Ray O'Herron Co., Inc. 1cs coffee 6 supls/VH-Sep'13 ARAMARK Refreshment Se	1 Ray O'Herron Co., Inc. ARAMARK Refreshment Servi		Augzuls 60521PD/1324285-IN 444504-358230	21.40 90.00 155.00
			Total For Dept	4020 Central Services	380.65
Dept 5010 Police			;	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
10-5010-40-4032	Unitotms/inompson-Jul'is Badges/4-Jul'i3	Ray O'Herron Co., Inc. Symbolarts, LLC	07/31/13	1323183-IN 0001282/0193618IN	309.57
10-5010-40-4032	Engraving		07/12/13	0001282/0193618IN	20.00
10-5010-4032	,		07/12/13	0001282/0193618IN	20.00
10-5010-40-4032	Shinning Shinning	Jul'13 SymbolArts, LLC	07/29/13	0001282/0194780IN	340.00
10-5010-40-4040	2013 ILEAS membership dues		07/09/13	0001282/0194/501N DUES3064	20.00
10-5010-40-4042	7		07/31/13	3790	3,047.00
10-5010-40-4042 10-5010-40-4042	Taser instructor trg/Allen-Aug Northeast	Northeast	07/28/13	73124	175.00
10-5010-50-5020		- NOT CHEAST WISCOUSIN	07/26/13	/312/ 12880	700.00
10-5010-50-5020	LexisNexis reports-Jul'13	LexisNexis Risk Data Mngm		1267894-20130731	59.20
10-5010-50-5030	Telephone-Aug'13	Call One	08/15/13	101090740000Aug13	1,041.87
10-5010-50-5045	Outside emergency phone-Aug'l3 SWCD contract fee-Sep'l3	Call One Southwest Central Dispart	08/15/13	101090740000Aug13	28.28
10-5010-50-5050	Radio equipment maint/#0716-Jul	Public Safety Dire	07/31/13	101201126/Aug13 24452	24,811.70
10-5010-50-5050	radio equipmnt maint/#0612-Aug'	Public Safety Direct,	Inc 08/06/13	24466	244.99
10-5010-50-5050	Repgm radio/#1301-Jul'13	unica	:07/31/13	1336-24284800	144.00
10-5010-50-5051	Vehicle Washing-Jul'13 Shaded windshipld kit/2012 Tem	Fuller's Car Wash Tann McM Anto Class and Unbold	07/31/13	1706	386.00
10-5010-50-5051	GOF/#1011-Jul'13	& Jerry Tire &	Servic 07/02/13	4/332/ 48256	25.45
10-5010-50-5051	Rpl belt tensioner/pulley-#0508 Tom	& Jerry Tire &	Servic 07/05/13	48270	330,54
10-5010-50-5051	GOF/#1313-Jul'13	6 Jerry Tire 6		48284	25.45
10-5010-50-5051	GOE/#12001-13	Tom & Jerry Tire & Servic	Servic 07/09/13	48290	25.45
10-5010-50-5051	GOF/#1302-Jul'13	& Jerry Tire &	Servic 07/15/13	48232 48313	25.45
10-5010-50-5051		& Jerry Tire &	07/16/13	48319	351.82
10-5010-50-5051	Rpl battery/#0508-Jul'13	Tom & Jerry Tire &	Servic 07/17/13	48331	192.20
10-5010-50-5051	<pre>kpi idei pump/iliter-#USIS/Jul' GOF &amp; rotate tires/#1304-Jul'13</pre>	Tom & Jerry Tire &	Servic 07/18/13	48330	801.27
10-5010-50-5051		Tom & Jerry Tire &	Servic 07/30/13	483.91	30.00
10-5010-50-5095	Random drug screens-Jul'13	First Advantage Occ	07/31/13	P2558384	87.50
10-5010-60-6010		Ray O'Herron Co.,	08/12/13	60521PD/1324285-IN	13.95
10-5010-70-7000	Body armor/Cervenka-Aug'13	J. J.	08/08/13	80521FD/1324285-1N 31455	835.00
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# INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE

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Emerg. veh. equipment upfitting Publi Equipment removal/#0903-Aug'12 Publi Equipment removal/#0507-Aug'13 Publi Equipment removal/#0507-Aug'13 Publi Federal Specralux ILS/unit #130 Ray O Uniform rental-08/06/13 Breen Polo shirts/Wernimont-6/Jul'13 Stitc Uniform cleaning-08/20/13 Breen Ad/Water meter reader-07/31/13 Statc Uniform cleaning-08/20/13 Breen Ad/Water meter reader-07/31/13 Shaw Reimb mileage to VH/from FW-Jul Shirl Telephone-Aug'13 Call FW fax line-Aug'13 Call FW phone line-Aug'13 Call Telephone/RA-Aug'13 Call Sharpen ZTR Mower Blades (13) Russo Street light maint-08/06/13 Rag's Street light maint-08/06/13 Rag's Traffic signal maint/2-Jul'13 Cook Traffic signal maint/2-Jul'13 Meade Electric/Mad RR crossing-Aug'13 COMED	Public Safety Direct,			
Equipment removal/#0903-Aug'12 Equipment removal/#0507-Aug'13 Equipment removal/#0507-Aug'13 Federal Specralux ILS/unit #13 Uniform rental-08/06/13 Uniform rental-08/13/13 Shp chg-Jul'13 Ad/Water meter reader-07/31/13 Reimb mileage to VH/from PW-Ju Telephone-Aug'13 Fw fax line-Aug'13 Fw phone line-Aug'13 Felephone/RA-Aug'13 Street light maint-07/25/13 Street light maint-07/25/13 Street light maint-07/26/13 Street light maint-07/24/13 Street light maint-07/29/13		Inc 08/08/13	24482	4,214,43
Uniform rental-08/06/13 Uniform rental-08/13/13 Polo shirts/Wernimont-6/Jul'13 Shp chg-Jul'13 Uniform cleaning-08/20/13 Ad/Water meter reader-07/31/13 Reimb mileage to VH/from PW-Ju Telephone-Aug'13 PW fax line-Aug'13 FW fax line-Aug'13 Telephone/RA-Aug'13 Sharpen ZTR Mower Blades (13) Street light maint-07/25/13 Street light maint-08/06/13 Street light maint-08/06/13 Street light maint-13-Jul'13 Traffic signal maint/2-Jul'13 Traffic signal maint/2-Jul'13	Public Safety Direct, Public Safety Direct, 3 Ray O'Herron Co., Inc.	Inc 08/12/13 Inc 08/14/13 08/09/13	24490 24503 1324139IN	275.00 275.00 1,068.00
Uniform rental-08/06/13 Uniform rental-08/13/13 Polo shirts/Wernimont-6/Jul'13 Shp chg-Jul'13 Uniform cleaning-08/20/13 Ad/Water meter reader-07/31/13 Reimb mileage to VH/from PW-Ju Telephone-Aug'13 PW fax line-Aug'13 PW fax line-Aug'13 Telephone/RA-Aug'13 Sharpen ZTR Mower Blades (13) Street light maint-07/25/13 Street light maint-08/06/13 Street light maint-08/06/13 Street light maint-08/06/13 Traffic signal maint/2-Jul'13 Traffic signal maint/2-Jul'13 Traff signal maint/2-Jul'13		Total For Dept	5010 Police	44,984.42
Uniform rental-08/13/13 Polo shirts/Wernimont-6/Jul'13 Shp chg-Jul'13 Uniform cleaning-08/20/13 Uniform cleaning-08/20/13 Uniform cleaning-08/20/13 Ad/Water meter reader-07/31/13 Reimb mileage to VH/from PW-Jur Telephone-Aug'13 PW fax line-Aug'13 PW phone line-Aug'13 Felephone/RA-Aug'13 Sharpen ZTR Mower Blades (13) Street light maint-07/25/13 Street light maint-07/26/13 Street light maint-08/06/13 Street light maint-08/06/13 Traffic signal maint/3-Jul'13 Traffic signal maint/2-Jul'13 Electric/Mad RR crossing-Aug'1	Brooms () emore	08/06/13	0000	000
Polo shirts/Wernimont-6/Jul'13 Shp chg-Jul'13 Uniform cleaning-08/20/13 Ad/Water meter reader-07/31/13 Reimb mileage to VH/from PW-Jul Telephone-Aug'13 PW fax line-Aug'13 PW phone line-Aug'13 Telephone/RA-Aug'13 Sharpen ZTR Mower Blades (13) Street light maint-07/25/13 Street light maint-09/24/13 Street light maint-08/06/13 Street light maint-08/06/13 Street light maint-108/06/13 Traffic signal maint/3-Jul'13 Traffic signal maint/2-Jul'13 Electric/Mad RR crossing-Aug'1	reens	08/13/13	9027-327926	78.70
Shp chg-Jul'13 Uniform cleaning-08/20/13 Ad/Water meter reader-07/31/13 Reimb mileage to VH/from FW-Jul Telephone-wuy'13 FW fax line-Aug'13 FW phone line-Aug'13 Telephone/RA-Aug'13 Telephone/RA-Aug'13 Street light maint-07/25/13 Street light maint-08/06/13 Street light maint-08/06/13 Street light maint/3-Jul'13 Traffic signal maint/2-Jul'13 Traff signal maint/2-Jul'13	Stitch America, Inc.	07/30/13	65276	111.60
Uniform cleaning-08/20/13 Ad/Water meter reader-07/31/13 Reimb mileage to VH/from PW-Ju Telephone-Aug'13 PW fax line-Aug'13 PW phone line-Aug'13 Telephone/RA-Aug'13 Sharpen ZTR Mower Blades (13) Street light maint-07/25/13 Street light maint-07/24/13 Street light maint-08/06/13 Street light maint-08/06/13 Traffic signal maint/3-Jul'13 Traffic signal maint/2-Jul'13 Electric/Mad RR crossing-Aug'1	Stitch America, Inc.	07/30/13	65276	9.75
Ad/Water meter reader-07/31/13 Reimb mileage to VH/from PW-Ju Telephone-Aug'13 PW fax line-Aug'13 PW phone line-Aug'13 Telephone/RA-Aug'13 Sharpen ZTR Mower Blades (13) Street light maint-07/25/13 Street light maint-07/24/13 Street light maint-08/06/13 Traffic signal maint/3-Jul'13 Traffic signal maint/2-Jul'13 Traff signal maint/2-Jul'13		08/20/13	9027-328125	125.73
Reimb mileage to VH/from PW-Ju relephone-Aug'13 PW fax line-Aug'13 PW phone line-Aug'13 Telephone/RA-Aug'13 Sharpen ZTR Mower Blades (13) Street light maint-07/25/13 Street light maint-07/24/13 Street light maint-08/06/13 Street light maint-108/06/13 Traffic signal maint/3-Jul'13 Traffic signal maint/2-Jul'13 Electric/Mad RR crossing-Aug'1		07/31/13	10074573-833059	728.70
Telephone-Aug'13 PW fax line-Aug'13 PW phone line-Aug'13 Telephone-RA-Aug'13 Stract light maint-07/25/13 Street light maint-07/26/13 Street light maint-08/06/13 Street light maint-08/06/13 Traffic signal maint/3-Jul'13 Traff signal maint/2-Jul'13 Electric/Mad RR crossing-Aug'1		08/06/13	08-06-13	40.68
PW fax line-Aug'13 PW phone line-Aug'13 Telephone/RA-Aug'13 Sharpen ZTR Mower Blades (13) Street light maint-07/25/13 Street light maint-07/26/13 Street light maint-08/06/13 Street light maint-08/06/13 Traffic signal maint/3-Jul'13 Traff signal maint/2-Jul'13 Electric/Mad RR crossing-Aug'1		08/15/13	101090740000Aug13	315.72
PW phone line-Aug'13 Telephone/RA-Aug'13 Sharpen ZTR Mower Blades (13) Street light maint-07/25/13 Street light maint-08/06/13 Street light maint-08/06/13 Street light maint-08/06/13 Traffic signal maint/3-Jul'13 Traff signal maint/2-Jul'13 Electric/Mad RR crossing-Aug'1	Call One	08/15/13	101090740000Aug13	29.95
Telephone/RA-Aug'13 Sharpen ZTR Mower Blades (13) Street light maint-07/25/13 Street light maint-07/24/13 Street light maint-08/06/13 Street light maint-08/09/13 Traffic signal maint/3-Jul'13 Traff signal maint/2-Jul'13 Electric/Mad RR crossing-Aug'1	Call One	08/15/13	101090740000Aug13	106.46
Sharpen ZTR Mower Blades (13) Street light maint-07/25/13 Street light maint-07/24/13 Street light maint-08/06/13 Street light maint-08/09/13 Traffic signal maint/3-Jul'13 Traffic signal maint/2-Jul'13 Electric/Mad RR crossing-Aug'1	Call One	08/15/13	101090740000Auq13	28.30
Street light maint-07/25/13 Street light maint-07/24/13 Street light maint-08/06/13 Street light maint-08/09/13 Traffic signal maint/3-Jul'13 Traff signal maint/2-Jul'13 Electric/Mad RR crossing-Aug'1	Russo's Power Equipment		1009793-1705374	83.20
Street light maint-07/24/13 Street light maint-08/06/13 Street light maint-08/09/13 Traffic signal maint/3-Jul'13 Traff signal maint/2-Jul'13 Electric/Mad RR crossing-Aug'1	Rag's Electric		6688	214.76
Street light maint-08/06/13 Street light maint-08/09/13 Traffic signal maint/3-Jul'13 Traff signal maint/2-Jul'13 Electric/Mad RR crossing-Aug'1	Rag's Electric	07/24/13	0068	214.76
Street light maint-08/09/13 Traffic signal maint/3-Jul'13 Traff signal maint/2-Jul'13 Electric/Mad RR crossing-Aug'1	Rag's Electric	08/06/13	8921	733.41
Traffic signal maint/3-Jul'13 Traff signal maint/2-Jul'13 Electric/Mad RR crossing-Aug'1	Rag's Electric	08/09/13	8920	269.82
Traff signal maint/2-Jul'13 Electric/Mad RR crossing-Aug'1	Cook County Treasurer	07/01/13	EMIM2013/2013-2	1,050.75
Electric/Mad RR crossing-Aug'1	Meade Electric Company,	107/31/13	14863-660211	175.00
	3 COMED		3699071070/Aug13	31,95
Electric/ComEd street lights-J	Electric/ComEd street lights-Ju Constellation NewEnergy,		0010963405-Jull3	1,045.46
Shop towel rental-08/06/13	Breens Cleaners	08/06/13	9027-327732	3.60
	Breens Cleaners	08/20/13	9027-328125	4.50
Hep. B antibody/Ellman-Aug'l3		rs 08/02/13	1007610267	81.50
Random drug screens-Jul'13		Occupatic 07/31/13	P2558384	88.25
Weed mowing/8511 Johnston-07/26 Vince's Flowers	Flowers	& Landsca 08/06/13	2381-LS	388.50
Cork bulletin board 24x36"-Jul' Grainger	' Grainger	07/23/13	9198470388	28.58
Picture frames/PW-Jul'13	Village of Burr Ridge	08/12/13	Aug2013	20.89
ö	Office	08/14/13	5649-5512910	37.10
med binder clips - dozen/PW	Office	08/14/13	5649-5512910	1.18
	Office	08/14/13	5649-5512910	1.49
prack iine point	OILICE	08/14/13	5649-5512910	6.48
snarple, black extra fine poin		08/14/13	5649-5512910	8.29
Misc nuts/bolts/washers-Jul'13		Co., 07/30/13	265209-N54148	206.69
	von Hardware	Co., 07/30/13	265209-N54201	191.41
Misc. operating supls-Aug'13			32060290-35446	167.47
2IN.25BX Brown	stown Auto Supply		2901-52595	26.25
	Westown Auto Supply Co.	I 08/06/13	2901-52595	24.00
Wire tool	Westown Auto Supply Co.	I 08/06/13	2901-52595	12.95
Stack & hang bins/12-Aug'13	Grainger	08/05/13	9208817875	125.04
Main drive spring-1 (scag)	Russo's Power Equipment	08/05/13	1009793-1696619	22.60
Scag Spring Clip		08/05/13	1009793-1696619	9.20
Scag main drive spring-1	Russo's Power Equipment	08/08/13	1009793-1700567	22.60
Scag Blade (new)	Russo's Power Equipment	08/08/13	1009793-1700567	34.89
Kubota hydralic oil/1	Russo's Power Equipment	08/09/13	1009793-1701452	30.00
Kubota Blade (new)	Power	08/13/13	1009794-1705395	100 C

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# INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE

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EXP CHECK RUN DATES 08/14/2013 - 08/16/2013
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund Dept 6010 Fublic Works 10-6010-60-6041	Step F450 (forestry tk) Aug'13	EleetPride, Inc.	08/07/13	55717755	7 110
10-6010-60-6041	Bushings/unit #49-Aug'13	Willowbrook	08/06/13	5083984	CF.TT2
10-6010-60-6041	Clamp/unit #49-Aug'13	illowbrook	08/06/13	5083984	24.0
10-6010-60-6041	Misc. vehicle supls-Aug'13	Westown Auto Supply Co.	I 08/14/13	2901-52685	143.90
10-6010-60-6042	Topsoil/2cyd (stump restoration H.	insdale Nurseries,		6303234733-713400	46.00
10-6010-60-6042	Rubber gaskets & rpr couplings- K	ieft Brothers, Inc		196425	256.48
10-6010-60-6050	60' fish tape volt guard/1-Jul' Menards	'Menards - Hodgkins	07/30/13	32060290-34413	59.83
			Total For Dept	6010 Public Works	7,302.40
Dept 6020 Buildings & Grounds	unds				
10-6020-50-5052	PD alarm monitor-Sep/Nov'13	Alarm Detection Systems,	08/04/13	156405-1008	180 00
10-6020-50-5052	Repair smoke detector/VH-Aug'13 A	larm Detection	08/06/13	107658-SI-386496	339 20
10-6020-50-5052	HVAC PM contract/PD-Aug/Nov'13	lliance Mechani	07/29/13	16277-1098727	973.00
10-6020-50-5057	Mowing/PD-Aug'l3	Landworks Custom Ltd	08/01/13	5345	00.259
10-6020-50-5057	Plant bed maint/PD-Aug'13	Landworks Custom Ltd	08/01/13	5345-Aug13	420.00
10-6020-50-5057	Mowing/VH-Aug'l3	Custom	08/01/13	5346	510.00
10-6020-50-5057	Bed maint/Veteran's Memorial-Au Landworks	Custom	08/01/13	5347	010
10-6020-50-5058	PD mat rental-08/06/13	aners	08/06/13	9077728-327776	00.00
10-6020-50-5058	PD mat rental-08/13/13	Breens Cleaners	08/13/13	9028-327920	00.9
10-6020-50-5058	Janitorial service/PD-Aug'13			August2013	820.00
10-6020-50-5058	Janitorial service/PW-Aug'13	eanNet of Illinois,		August2013	380 00
10-6020-50-5058	Janitorial service/VH-Aug'l3	of Illinois,	c 08/01/13	August2013	675.00
10-6020-50-5058	Cell cleaning-08/01/13	Service Master	08/01/13	163319	265.00
10-6020-50-5058	PD mat rental-08/20/13	Breens Cleaners	08/20/13	9028-328119	00.9
10-6020-50-5080	Electric/Lakewood aerator-Aug'1 COMED	1 COMED	08/07/13	9258507004/Auq13	15.30
10-6020-50-5080	Electric/windsor aerator-Aug'13 COMED	3 COMED	08/08/13	9342034001/Aug13	69.63
10-6020-50-5095	Rainbird Electroninc Valve	TCS Irrigation, Inc.	07/19/13	72458	244.35
10-6020-50-5095	Gear Driven Rotors and wire cap TC	o TCS Irrigation, Inc.	07/19/13	72458	200,00
10-6020-50-5095	Rpr Village irrigation/labor	TCS Irrigation, Inc.		72458	600.00
10-6020-60-6010	First aid cabinet supls/PD-Aug' American First Aid Servic	American First Aid Servi	c 08/16/13	156921	17.55
10-6020-60-6010	Power cable splice kit (Windsor Grainger	r Grainger	07/30/13	9203849493	35,96
10-6020-60-6010	12V 18ah batteries/2-bldgs/Aug' Interstate Battery	'Interstate Battery System	T 08/12/13	1918601001333	121,80
10-6020-60-6010	Misc. bldg supls-Aug'13		08/08/13	32060290-35446	60.36
10-6020-60-6010		door) Sherwin-Williams Co.	08/02/13	2887-2	80.46
10-6020-60-6010	Pleated filters/36-Aug'13	Grainger	08/01/13	9206749104	222.60
10-6020-60-6010	Misc. bldg supls-Aug'13	Grainger	08/05/13	9208928029	78.97
10-6020-60-6010	Smoke detector/2 (VH) Aug'13	Grainger	08/12/13	9215864100	104 69
10-6020-60-6010	Round Up Quick Pro Herbicide	Russo's Power Equipment	08/05/13	1009793-1696622	82.99
			Total For Dept	6020 Buildings & Grounds	7,404.89
			Total For Fund	Fund 10 General Fund	88,424.11
Fund 21 E-911 Fund Dept 7010 Special Revenue E-911	E-911				
21-7010-50-5095	E911 surcharge col-Jun'13	Southwest Central 911 Sys	Sys 08/13/13	Jun2013	1,266.56
				2010 Greenial Domonto F_011	1 366 6
			ndan	olo Special Revenue 5-311	1,206.36

1,266.56

Total For Fund 21 E-911 Fund

5340

08/01/13

Landworks Custom Ltd

Fund 23 Hotel/Motel Tax Fund Dept 7030 Special Revenue Hotel/Motel 23-7030-50-5069 Median/gateway maint-Aug'13

6,182.43

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# INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE

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The control of the	GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Armed Force may being the control of the control	Fund 23 Hotel/Motel Tax Fu Dept 7030 Special Revenue 23-7030-50-5075 23-7030-50-5075 23-7030-80-8050	Ind Hotel/Motel Electric/gateway sign-Aug'13 Electric/entryway sign-Aug'13 Armed Forces Day pgm exp-May'1	of Burr	08/07/13 08/07/13 08/12/13	1153168007/Aug13 2257153023/Aug13 Aug2013	17,59 28,49
Total For Dept 7030 Special Revenue Hotel/Morel 22  Total For Fund 23 Hotel/Hotel Tax Rund  Total For Fund 23 Hotel/Hotel Tax Rund  Total For Fund 23 Hotel/Hotel Tax Rund  Local Patin media (Hasdi Magazin Boost Creative Marketing 07/31/13 BRESST-21014  Inprovements Fund  All Improvements Fund  All	23-7030-80-8050 23-7030-80-8055 23-7030-80-8055	Armed Forces Day balloons-May' Hotel/motel marketing-Jul'13 Hotel/motel advertising-Jul'13	1 Village of Burr Ridge Boost Creative Marketing Boost Creative Marketing	08/12/13 07/31/13 07/31/13	Aug-2013 BURR-1059 BURR-1060	32.40 32.40 9,916.25 6.390.00
Total Por Fund 23 Hotel/Hotel Tax Fund				н		22,591.98
Total For Pend additionable   Total For Pend 24 Places of Eating Tax	Fund 24 Places of Earing 1	×eı		For	Тах	22,591.98
Total For Dept 7040 Restaurant/Place of Eating Tax	Dept /U40 Restaurant/Flace 24-7040-80-8056 24-7040-80-8056	<pre>of Eating Tax Media activity &amp; advertising-J Local print media(Hnsdl Magazi</pre>	Creative	07/31/13 07/31/13	BRREST-21013 BRREST-21014	917.50
Improvements Fund					of Eating	1,597.50
14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   14533   1453	;			For Fund	Places of Eating	1,597.50
Total For Pept 8010 Capital Improvement   12	Fund 31 Capital Improvemen Dept 8010 Capital Improvem 31-8010-70-7010 31-8010-70-7071	nts Fund nent Storm drainage work 10S125 Mad 2013 MFT rd pgm-asphalt/concre	& R Construction, nterra, Inc.	07/23/13 08/05/13	14583 11253	3,400.00
### Pathway Fund    CLR ROW imprv/eng-Jul'13					8010 Capital Improvement	12,910.00
Lawn maint/center strip-07/13/1 Vince's Flowers & Landsca 08/06/13 2421-L	Fund 32 Sidewalks/Pathway	Fund		For	Capital Improvements	12,910.00
Total For Dept 8020 Sidewalks/Pathway  Total For Pund 32 Sidewalks/Pathway  Total For Fund 32 Sidewalks/Pathway Fund  Uniform rental-08/13/13  Uniform cleaning-08/20/13  Breens Cleaners  Uniform cleaning-08/20/13  Breens Cleaners  Uniform cleaning-08/20/13  Telephone-well/pumping line-Aug Call One  Well monitoring line-credit/Aug Call One  Emery Autoring Line-credit/Aug Call One  Cathodic protection maint-Jul' Corrpto Company  Cathodic protection maint-Jul' Corrpto Companies  Electric/Wedford sump pump-aug' COMED  Cathodic protection maint-Jul' Corrpto Companies  Universed to the Companies  Office of the Companies	Dept 8020 Sidewalks/Pathwa 32-8020-70-7052 32-8020-70-7053	'y CLR ROW imprv/eng-Jul'13 Lawn maint/center strip-07/13/	McDonnell Flowers &	07/31/13 108/06/13	68491-2 2421-L	286.00
Total For Fund 32 Sidewalks/Pathway Fund Operations   December 108/06/13   December 208/06/13   December 3				For	8020 Sidewalks/Pathway	526.00
Uniform rental-08/06/13 Breens Cleaners 08/06/13 9027-327732 Uniform cleaning-08/20/13 Breens Cleaners 08/13/13 9027-327926 Uniform cleaning-08/20/13 Breens Cleaners 08/13/13 9027-327926 Uniform cleaning-08/20/13 Breens Cleaners 08/20/13 9027-328125 Uniform cleaning-08/20/13 Breens Cleaners 08/20/13 9027-328125 Telephone-wall/lounging line-Aug Call One 08/15/13 101090740000Aug13 Well monitoring line-credit/Aug Call One 08/15/13 101090740000Aug13 Emerg. watermain rpr 148 Post-J Unique Plumbing Company 07/08/13 22113-2011507 Cathodic protection maint-Jul'l Corrpro Companies 08/15/13 07/38/13 07/386005/Aug13 Electric/Bedford sump pump-Aug' COMED 08/13/13 9179647001/Aug13 Electric/Augila COMED 08/13/13 9179647001/Aug13 UB late notices/257-Aug'l3 Third Millennium Assoc. 108/13/13 16070 Battery, Alkaline "D", 12Pk Grainger 07/23/13 9198470362 Battery, Alkaline "C", 12Pk Grainger 07/23/13 9198470362				For Fund	Sidewalks/Pathway	526.00
Uniform rental-08/13/13  Uniform rental-08/13/13  Breens Cleaners Uniform cleaning-08/20/13  Breens Cleaners Uniform cleaning-08/20/13  Breens Cleaners Uniform cleaning-08/20/13  Breens Cleaners Uniform cleaning-08/20/13  Telephone-Aug'13  Telephone-Well #1-Aug'13  Telephone-Well #1-Aug'13  Telephone-Well #1-Aug'13  Telephone-Well #1-Aug'13  Telephone-Well #1-Aug'13  Telephone-Well #1-Aug'13  Telephone Plumbing Company USPACE TELEPHONE USPACE TELEP	nd 51 Water Fund pt 6030 Water Operations -6030-40-4032			68/06/13	957-75-7600 957-75-7600	90 29
Uniform cleaning-08/20/13 Breens Cleaners 08/20/13 9027-328125 Telephone-Aug'13 Call One 08/15/13 101090740000Aug13 Telephone-Aug'13 Call One 08/15/13 101090740000Aug13 Telephone-Aug'13 10090740000Aug13 101090740000Aug13 Well monitoring line-Credit/Aug Call One 08/15/13 101090740000Aug13 Emerg. watermain rpr 148 Post-J Unique Plumbing Company 07/08/13 22113-2013507 Cathodic protection maint-Jul'1 Corrpro Companies 07/31/13 2347163-185619 Cathodic protection maint-Jul'1 Corrpro Companies 08/08/13 07/34/163-185619 Electric/Well #1-Aug'13 COMED 08/08/13 09/08/13 09/3668005/Aug13 Electric/Dedford sump pump-Aug' COMED 08/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/13 09/08/08/13	-6030-40-4032	Uniform rental-08/13/13		08/13/13	902/-32//32	96.38
Telephone—Aug'13  Telephone—Aug'13  Telephone—well/pumping line—Aug Call One  Well monitoring line—Credit/Aug Call One  Cathodic protection maint—Jul'l Correr Company 07/21/13 224113—2013507  Cathodic protection maint—Jul'l Correr Companies  Cathodic protection maint—Jul'l Correr Companies  OFFIGURE CAMPAGE  Electric/Well #1-Aug'13  COMED  Electric/Bedford sump pump—Aug' COMED  Electric/Aug'13  COMED  COMED  COMED  OFFIGURE COMED	-6030-40-4032	Uniform cleaning-08/20/13	Breens Cleaners	08/20/13	9027-328125	78.73
Well monitoring limp-regime of the following call of the following	-6030-50-5030	Telephone-Aug'l3 Telephone-well/mumming line-Au	Call One	08/15/13	101090740000Aug13	284.15
Emerg. watermain rpr 148 Post-J Unique Plumbing Company 07/08/13 22113-2013507  Cathodic protection maint-Jul'l Corrpro Companies 07/31/13 2347163-185619  Cathodic protection maint-Jul'l Corrpro Companies 07/31/13 2347163-185619  Electric/well #1-Aug'13 COMED 08/08/13 9179647001/Aug13  Electric/A tank-Aug'13 COMED 08/08/13 9179647001/Aug13  Electric/CA tank-Aug'13 Constellation NewEnergy, 08/09/13 0011098111/Aug13  UB water bll-k2193-Aug'13 Third Millennium Assoc. 108/13/13 16070  UB late notices/257-Aug'13 Third Millennium Assoc. 108/13/13 16070  Battery, Alkaline "D", 12Pk Grainger 07/23/13 9198470362  Battery, Alkaline "O", 12Pk Grainger 07/23/13 9198470362	-6030-50-5030	Well monitoring line-credit/Au	9 9	08/15/13	101090740000Aug13 101090740000Aug13	(178.26)
Electric/Well #1-Aug'13 COMED 08/08/13 0793668005/Aug13 17,6 Electric/Well #1-Aug'13 COMED 08/08/13 0793668005/Aug13 17,6 Electric/Well #1-Aug'13 COMED 08/13/13 9179647001/Aug13 17,6 Electric/PC-Aug'13 COMED 08/08/13 0011098111/Aug13 5,6 UB water bills/2193-Aug'13 Third Millennium Assoc. I 08/13/13 16070 16070 Eattery, Alkaline "D", 12Pk Grainger 07/23/13 9198470362 Eattery, Alkaline "C", 12Pk Grainger 07/23/13 9198470362 Eattery, Alkaline "C", 12Pk Grainger 07/23/13 9198470362	-6030-50-5067 -6030-50-5067	Emerg. watermain rpr 148 Post-	J Unique Plumbing Company	07/08/13	22113-2013507	2,610.00
Electric/Bedford sump pump-Aug' COMED  Electric/Sedford sump pump-Aug' COMED  Electric/2M tank-Aug'13  COMED  Electric/2M tank-Aug'13  COMED  Electric/PC-Aug'13  Constellation NewEnergy, 08/09/13  UB water bills/2193-Aug'13  Third Millennium Assoc. I 08/13/13  Electric/FC-Aug'13  Third Millennium Assoc. I 08/13/13  Electric/PC-Aug'13  Third Millennium Assoc. I 08/13/13  Electric/Paugl3  Electric/Paugl3  Third Millennium Assoc. I 08/13/13  Electric/Paugl3  Electric/Paugl3  Third Millennium Assoc. I 08/13/13  Electric/Paugl3  Third Millennium Assoc. I 08/13/13  Electric/Paugl3  Electric/Paugl3  Third Millennium Assoc. I 08/13/13  Electric/Paugl3  Electric/Paugl3  Electric/Paugl3  Electric/Paugl3  Third Millennium Assoc. I 08/13/13  Electric/Paugl3  Electric/Paugl3  Electric/Paugl3  Electric/Paugl3  Electric/Paugl3  Third Millennium Assoc. I 08/13/13  Electric/Paugl3  Electric/Paugl	-6030-50-5080	Electric/well #1-Aug'13		08/08/13	234/163-183619 0793668005/Aug13	1,610.00 124.92
Electric/PC-Aug'13  UB water bills/2193-Aug'13  UB late notices/257-Aug'13  Third Millennium Assoc. I 08/13/13  UB late notices/257-Aug'13  Third Millennium Assoc. I 08/13/13  UB late notices/257-Aug'13  Third Millennium Assoc. I 08/13/13  Battery, Alkaline "D", 12Pk  Grainger  O7/23/13  9198470362  Battery, Alkaline "90", 12Pk  Grainger  O7/23/13  9198470362	-6030-50-5080 -6030-50-5080	Electric/Bedford sump pump-Aug Electric/2M tank-Aug'13	COMED	08/13/13	9179647001/Aug13	46.65
UB water bills/2193-Aug'13 Third Millennium Assoc. I 08/13/13 16070 UB late notices/257-Aug'13 Third Millennium Assoc. I 08/13/13 16070 Battery, Alkaline "D", 12Pk Grainger 07/23/13 9198470362 Battery, Alkaline "C", 12Pk Grainger 07/23/13 9198470362 Battery, Alkaline "90", 12Pk Grainger 07/23/13 9198470362	-6030-50-5080	Electric/PC-Aug'13	ellation NewEnergy,	08/09/13	5250552005/Augis 0011098111/Augi3	165.03
Battery, Alkaline "D", 12Pk Grainger 07/23/13 9198470362 Battery, Alkaline "C", 12Pk Grainger 07/23/13 9198470362 Battery, Alkaline "9V", 12Pk Grainger 07/23/13 9198470362	-6030-50-5095 -6030-50-5095	UB water bills/2193-Aug'l3	Third Millennium Assoc. I	08/13/13	16070	675.44
battery, Alkaline "C", 12PK Grainger 07/23/13 9198470362 Battery, Alkaline "9v", 12Pk Grainger 07/23/13 9198470362	-6030-60-6010	Battery, Alkaline "D", 12Pk	ainger	07/23/13	9198470362	110.40
	-6030-60-6010	Alkaline "C", J	Grainger Grainger	07/23/13 07/23/13	9198470362 9198470362	79.04 28.53

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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 51 Water Fund Dept 6030 Water Operations					
51-6030-60-6010	Alkaline "AA", 2	Grainger	07/23/13	9198470362	21.17
51-6030-6010	Battery, Alkaline "AAA", 24Pk	Grainger	07/23/13	9198470362	21.59
51-6030-60-6010	Strew Dilvers - 6 FC Set Plier Set - 2PC	Grainger	01/23/13	91984/0362	30.56
51-6030-60-6010	Adjustable Wrench - 12"	Grainger	07/23/13	9198470362	22. CA
51-6030-60-6010	Adjustable Wrench - 8"	Grainger	07/23/13	9198470362	14.53
51-6030-60-6010	Disposable Nitrile Gloves XL	Grainger	07/30/13	9203849477	21.20
51-6030-60-6010	201b grass seed turfbuilder	Home Depot	07/15/13	8172237	96.68
51-6030-60-6010 51-6030-60-6010	201b mixed vigoro seed	Home Depot	07/15/13	8172237	119,94
51-6030-60-6010	i i/z in spiic iing keyiing Tonsoil/Qude (restorations)Inl	reting regiming nome before (restorations). The Transfers	0//15/13	81/223/	1.94
51-6030-60-6010	Misc. operating supls-Aug'l3	Menards - Hodokins	08/12/13	32060240/35909 32060240/35909	252.00
51-6030-60-6010	Topsoil/10yds (wtrmain restorat Tameling Industries	t Tameling Industries	08/08/13	VBUR001-0088796IN	28.88
51-6030-60-6070	Hinsdale water pchs-Jun'13	Village of Hinsdale	08/06/13	3101225/Jun13	129.83
51-6030-60-6070	Hinsdale water pchs-Jun'13	10	08/06/13	3101236/Jun13	80.26
51-6030-60-6070	Water	of	08/06/13	3107810/Jun13	512.20
51-6030-60-6070	Water	of	08/06/13	3108351/Jun13	632.58
51-6030-60-60/0	Hinsdale water pchs-Jun'13	ot	08/06/13	3108362/Jun13	59.02
51-6030-60-6020	Water	10	08/06/13	3108491/Jun13	781.28
51-6030-60-6070	Hinsdale water ponstourits	Village of Hinsdale	08/06/13	3108511/Jun13	313.93
51-6030-60-6070	Hinsdale water pome-dun 13	J 4	08/06/13	3108531/Jun13	165.23
51-6030-60-6070	12 A C C I		08/06/13	3108540/Jun13	264.36
51-6030-70-7000	Sensus 2" Omni C2 Meter & frei		1.45 07/24/13	3108360/Juni3	66,10
51-6030-70-7000	ze Flange Kit		I.t.c 07/24/13	080167-8243808	1,313.36
51-6030-70-7000	SmartPoint MXU Unit	Supply	Ltc 07/24/13	080167-6243808	125.00
			Total For Dept	6030 Water Operations	17,884.22
			Total For Fund	51 Water Fund	17,884.22
Fund 52 Sewer Fund					
52-6040-40-4032	Uniform contol 00/06/13		0		
52-6040-40-4032	Uniform rental-08/06/13	preens Cleaners	08/06/13	902/-32//32	26.87
52-6040-40-4032	Uniform cleaning-08/20/13	51122	08/13/13	302/-32/920	78.87
52-6040-50-5030	Telephone/HFlds L.S-Aug'13	) L	08/13/13	\$12.7.200 \$12.3000000000000000000000000000000000000	V 2. 47.
52-6040-50-5030	Telephone-Aug'13	Call One	08/15/13	1010907400008ug13	31 57
52-6040-50-5030	Telephone/H'Flds L.Scredit/Au Call	u Call One	08/15/13	1010907400008193	(84 167)
52-6040-50-5080	Electric/H'Flds L.S-Aug'13		08/08/13	0099002061/Aug13	38.58
52-6040-50-5080	Electric/C'Moor L.S-Aug'13	COMED	08/07/13	0356595009/Aug13	105.06
52-6040-50-5080	Electric/A'Head L.S-Aug'13	COMED	08/08/13	7076690006/Aug13	96.25
			Total For Dept	6040 Sewer Operations	468.71
			; [		
1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -			Total For Fund	52 Sewer Fund	468.71
Fund of information Technology Fund Dept 4040 Information Technology	ogy Fund ology				
61-4040-50-5020	IT/phone services-08/05 thru 08 Or	bis	08/19/13	555794	4,230.00
	Replace FW nard drives-Aug'l3 CE250A Black toner cantridge	Orbis Communications Punco Office Sunniv	08/21/13	555795	538.71
	CE251A Cyan toner cartridge	Office	07/24/13	5527-549290-0	214.99
61-4040-60-6010	CE252A Yellow toner cartridge	Office	07/24/13	5527-549290-0	429.98

# INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE

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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 61 Information Technology Fund Dept 4040 Information Technology 61-4040-60-6010	hnology Fund echnology CE253A Madenta toner cartridge	Runco Office Supply	£1/96/20	5527-5460900-0	00 110
61-4040-60-6010	CC530A Black toner cartridge		07/24/13	557775402000	20. 14.99
61-4040-60-6010	CC533A Magenta toner cartridge	Office	07/24/13	5527-549290-0	103 00
61-4040-60-6010	C9730A Black toner cartridge	Office	07/24/13	5527-549290-0	218.99
61-4040-60-6010	C9731A Cyan toner cartridge	Office	07/24/13	5527-549290-0	308.99
61-4040-60-6010	C9732A Yellow toner cartridge	Runco Office Supply	07/24/13	5527-549290-0	308,99
61-4040-60-6010	C9733A Magenta toner cartridge	Runco Office Supply	07/24/13	5527-549290-0	308,99
61-4040-60-6010	HP-21 Black fax cart 2/pack	Runco Office Supply	07/24/13	5527-549290-0	96.66
61-4040-60-6010	Portable backup drive-Aug'13	Orbis Communications	08/19/13	555793	76.10
61-4040-60-6010	HPC4844A ink cartridge PW	Runco Office Supply	08/14/13	5649-5512910	125.97
			Total For Dept	4040 Information Technology	7,724.60
			Total For Fund	Total For Fund 61 Information Technology Fund	7,724.60
		Fund Totals:	••	I	
			Fund 10	Fund	88,424.11
				pund	1,266.56
			23	Hotel/Motel Tax Fund	22,591.98
			24	Places of Eating Tax	1,597.50
			31	Capital Improvements Fund	12,910.00
			32	Sidewalks/Pathway Fund	526.00
			21	bun'	17,884.22
			25	Fund	468.71
			Fund 61 Informa	Information Technology F	7,724.60
			Total For All Funds:	unds:	153,393.68