

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

**NOVEMBER 14, 2016
7:00 p.m.**

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE
Lauren Doppke, Elm School**
- 2. ROLL CALL**

**Police Department Commendation
Sergeant Jerry Karceski**

- 3. RESIDENTS COMMENTS**
- 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 Board Meeting of October 24, 2016
- *B. Receive and File Veterans Memorial Committee Meeting of September 28, 2016
- *C. Receive and File Draft Personnel Committee Meeting of October 24, 2016
- *D. Receive and File Draft Stormwater Management Committee Meeting of November 1, 2016

6. ORDINANCES

- A. Consideration of An Ordinance Amending the Burr Ridge Municipal Code by Adding a New Chapter 11 Entitled “Commercial Filming Permits”
- *B. Approval of An Ordinance Amending Section VIII.C.2 of the Burr Ridge Zoning Ordinance to add Golf Simulation Facility with Sales of Alcoholic and Non-Alcoholic Beverages and Pre-Packaged Food and Snacks to the List of Special Uses in the B-2 Business District Z-11-2016: Text Amendment B-2 District (Portillo/Szczodry)
- *C. Approval of An Ordinance Amending the Village Center Planned Unit Development Ordinance #A-834-10-05 to Add Golf Simulation Facility with Sales of Alcoholic and Non-Alcoholic Beverages and Pre-Packaged Food and Snacks to the List of Special Uses in the B-2 Business District Z-11-2016: Text Amendment Village Center PUD (Portillo/Szczodry)

- *D. Approval of An Ordinance Granting a Special Use Pursuant to the Burr Ridge Zoning Ordinance to Permit a Golf Simulation Facility with Sales of Alcoholic and Non-Alcoholic Beverages and Pre-Packaged Food and Snacks (Z-11-2016: 440 Village Center Drive – Portillo/Szczodry)

7. RESOLUTIONS

- *A. Adoption of Resolution Authorizing Wireless Communications Site Lease Water Tower – 7101 Garfield Avenue (Motorola Solutions, Inc.)

8. CONSIDERATIONS

- A. Presentation of Proposed 2016 Tax Levy
- *B. Approval of Recommendation to Award Contract for Heating, Ventilation, and Air Conditioning (HVAC) Systems Maintenance at Village Facilities
- *C. Approval of Recommendation to Amend the Contract for Construction Engineering Services for Garfield Avenue Resurfacing Project
- *D. Approval of 2017 Meeting Schedule
- *E. Receive and File Resignation Letter of Pathway Commissioner John Pacocha Effective November 9, 2016
- *F. Approval of Vendor List in the Amount of \$471,225.99 for all Funds, plus \$451,603.72 for payroll, for a grand total of \$922,829.71, which includes Special Expenditures of \$18,795.00 to Kramer Tree Specialists for fall brush removal; \$25,000.00 to Prime Time Marketing for Restaurant Week marketing
- G. Other Considerations – For Announcement, Deliberation and/or Discussion only – No Official Action will be Taken

9. RESIDENTS COMMENTS

10. REPORTS AND COMMUNICATIONS FROM VILLAGE OFFICIALS

11. NON-RESIDENTS COMMENTS

12. CLOSED SESSION

- A. **Approved the Closed Session Minutes of June 27, 2016**
- B. **Sale of Village-Owned Property**

13. RECONVENED MEETING

14. ADJOURNMENT

TO: Village President and Board of Trustees
FROM: Village Administrator Steve Stricker and Staff
SUBJECT: Regular Meeting of November 14, 2016
DATE: November 11, 2016

PLEDGE OF ALLEGIANCE

Lauren Doppke, Elm School

POLICE DEPARTMENT COMMENDATION – Sergeant Jerry Karceski

On July 18, 2016, at 3:00 AM, Sergeant Jerry Karceski observed a vehicle that was parked with its right turn signal activated at the dead end of the 10S400 block of County Line Rd in unincorporated DuPage County. Sergeant Karceski took the initiative to investigate this suspicious vehicle, at which time he observed an adult male lying face down in the grass next to the open driver's door of the vehicle.

Sergeant Karceski checked for vital signs and found the male to be unresponsive with shallow breathing and a faint pulse. Due to the symptoms exhibited by the male, Sergeant Karceski believed the male was suffering from a heroin overdose. The male was administered one dose of Naloxone. Shortly after administering the dose of Naloxone, the victim responded, but regressed to a state of unresponsiveness. Tri-State Paramedics arrived on scene and administered a second dose of Naloxone. Tri-State Paramedics transported the victim to Hinsdale Hospital for further treatment.

The 26-year-old male victim ultimately survived and made a full recovery. If it were not for the self-initiated actions taken by Sergeant Karceski, the 26-year-old victim's life may have reached a tragic end. Chief Madden will present Sergeant Karceski with a Department Commendation.

6. ORDINANCES

A. Commercial Filming Ordinance

Attached is an Ordinance amending the Municipal Code to add regulations for commercial filming activities in the Village. The Village does not get very many inquiries or requests about commercial filming but there have been a couple of events recently that could lead to more commercial filming activity. The attached amendment requirements that anyone wishing to conduct commercial filming in the Village has to obtain a license. The requirements for obtaining a license includes notification of impacted neighbors, a nominal fee of \$250 plus a requirement to provide a cash deposit based on an estimate of Village costs (e.g. additional police, Public Works barricades, staff time, etc.). Filming for personal use, by news media, by other governmental agencies, and indoor filming with no exterior trucks or equipment, are exempted.

It is our recommendation: that the Ordinance be approved.

- B. **Amend Zoning Ordinance – Special Uses in the B-2 District**
- C. **Amend Village Center PUD – List of Special Uses in PUD**
- D. **Grant Special Use (440 Village Center Drive – Portillo/Szczodry)**

Attached are three Ordinances relating to the proposed golf simulation business in the Village Center. The first two Ordinances add “Golf Simulation Facility with Sales of Alcoholic and non-Alcoholic Beverages and pre-packaged food and snacks” to the list of special uses in the B-2 District and in the Burr Ridge Village Center Planned Unit Development. The third Ordinance grants special use approval for this use at 440 Village Center Drive. The conditions of the special use approval limit the use to the petitioner, limit the beverage sales to beer and wine, and prohibit exterior advertising of the sale of beer and wine. The conditions reflect the Plan Commission’s recommendation to approve this request. At its October 24, 2016 meeting, the Board of Trustees directed staff to prepare these Ordinances.

It is our recommendation: that the Ordinances be approved.

7. RESOLUTIONS

- A. **Water Tower Lease – 7101 Garfield Avenue (Motorola Solutions, Inc.)**

Motorola and the DuPage County ETSB request the installation of StarCom radio antennas on the Village’s water tower located near Harvester Park. The installation of the radio antennas will include the construction of a structure near the foot of the tower to securely house related radio equipment. The water tower is an optimum site for the antennas due to the tower’s height and geographic location in southeast DuPage County. The Motorola StarCom equipment will provide enhance radio signal coverage on the southeast side of Burr Ridge where the police officers are experiencing radio problems. The Motorola equipment installed at the water tower will be for public safety use only and maintained by the DuPage County ETSB.

The lease agreement language was approved by Village Attorney Scott Uhler.

It is our recommendation: that the Resolution be adopted.

8. CONSIDERATIONS

- A. **Proposed 2016 Tax Levy**

Due to the expiration of the Debt Service Levy for the Lake Michigan water project, the Burr Ridge Municipal Tax Levy now represents less than 2% of a Burr Ridge resident’s tax bill. The tax levy is comprised of three separate levies:

1. The Corporate Levy
2. The Police Protection Levy
3. The Police Pension Levy

The Tax Levy Ordinance must be adopted and filed with Cook and DuPage Counties no later than the last Tuesday of December. The Corporate Levy and the Police Protection Levy represent approximately 5.1% of the total General Fund Revenues and are used to pay for normal expenses found in the General Fund. The Police Pension Levy, which is the legally required employer contribution, is determined by an independent actuarial valuation as of April 30, 2016. Once the pension requirement is established, the remaining dollars are allocated between the Corporate Levy (60%) and the Police Protection Levy (40%). The 2016 proposed Tax Levy is summarized as follows (see attached exhibits for more detail):

	Actual Extended 2015	Proposed Extended 2016	Dollar Change	% Change
Corporate	\$271,362	\$243,903	(\$27,459)	-10.12%
Police Protection	\$180,572	\$162,602	(\$17,970)	-9.95%
Police Pension	\$681,936	\$780,713	\$98,777	14.48%
TOTAL	\$1,106,354	\$1,187,218	\$53,348	4.70%
(net of debt service)				

The Village of Burr Ridge, like all non-home-rule communities in Cook and the collar counties in the State of Illinois, is subject to a tax cap of 5% or the cost of living, whichever is lower. This year the state-imposed tax cap has been set at .7%. As we have done in past years, the proposed Tax Levy is projected to increase to the maximum allowed under the tax cap. Any dollars not included in this maximum are lost and cannot be used as the starting basis for next year's Levy.

When calculating the Tax Levy for the Village, three factors are taken into account:

1. What will be our estimated increase in EAV?
2. Is the Levy in compliance with the tax cap?
3. What will be the estimated tax burden on an average home in Burr Ridge?

Factor 1:

Exhibit 3 shows the trends in EAV. We have estimated the Village's EAV for 2016 will increase by 6% to \$1,069,309,161. This encompasses a 2% increase in existing value and a 4% increase in new construction. With this estimate, the tax rate and levy can be developed. We have utilized the 6% factor to insure we capture the maximum allowed under the tax cap.

Factor 2:

In computing the tax rate and levy to the maximum amount under the tax cap, a "Limiting Rate" must be estimated. The Limiting Rate is a calculation prepared by the County Assessor in conjunction with the tax cap. If our final Limiting Rate estimate is low, we will receive what we requested. If our estimate is high, our request will be reduced. For the 2016 Tax Levy, the estimated Limiting Rate

has been calculated as .1110. This is arrived at by taking the 2015 actual tax extension and adding a .7% cost of living adjustment, then taking the 2015 actual EAV and adding the 2016 estimated increase in value. Finally, the two numbers are divided to arrive at a rate (see Exhibit 4).

Factor 3:

We have increased the 2016 Levy over the 2015 Levy to achieve the maximum dollars possible within the Limiting Rate and still maintain a level tax burden on Village residents' tax bills. Exhibit 7 shows the impact on an average \$612,000 home in Burr Ridge. In this example, taxes (excluding debt) are increased by \$1.69 for the DuPage County home and increased by \$1.36, assuming the same state equalizer factor, for the Cook County home.

Summary:

The 2016 estimated extended Tax Levy is \$1,187,218. This is a 4.7% increase over 2015, but the impact on Village residents is negligible. The proposed tax rate is .1110, which equals the estimated Limiting Rate. The Village is required to hold a public hearing under the "Truth in Taxation" Law (see Exhibit 5). The public hearing will be held at the Regular Meeting of the Board on Monday, December 12, 2016.

Please note that the expiration of the debt service levy will generate a savings to taxpayers. To calculate the savings, a resident should take their EAV and multiply it by .05 and then divide by 100. For a home with an EAV of \$200,000 (\$600,000 market value) the savings would be approximately \$100.

Enclosed please find the following exhibits:

1. Proposed Tax Levy and Rates
2. Last Year's Tax Levy Estimated vs. Actual
3. Property Tax and EAV History
4. Tax Levy Limiting Rate Calculation
5. Tax Levy Calculations for Truth in Taxation
6. Last Year's Levy vs. Proposed Extended Tax Levy
7. Projected taxes for a \$600,000 Home in Burr Ridge
8. Taxing Body Tax Burden by Area
9. Taxing Body Tax Burden by Category

It is our recommendation: that the proposed Tax Levy for 2016 be accepted and that Staff be authorized to prepare the necessary notice for a public hearing to be held on December 12, 2016.

B. Contract for HVAC Systems Maintenance

The current HVAC Systems Maintenance Contract for routine services at Village facilities expires November 30, 2016. Previous documents for this service contract had not been updated since 2004, but had been renewed at 3-year intervals with a contract addendum for the Police Station in 2010, and utilized premium costs of a time-and-material basis to service the Pump

Center's three heating units.

Specifications were prepared by the Public Works Department and were improved by incorporating industry best practices and by consolidating routine maintenance schedules for all four Village facilities (Village Hall, Police Station, Public Works, and Pump Center). Performance standards include mandatory services each quarter including equipment inspections, seasonal start-up and shut-down, cleaning, lubrication, minor adjustments, and thorough documentation. Bid pricing was also requested to include routine parts such as filters and fan belts, which the Village had previously been purchasing separately at retail prices. The initial contract term is December 1, 2016 to November 30, 2017, with the option for four annual renewals pending successful performance of the contract each term.

The Village opened sealed bids for the HVAC Systems Maintenance Contract on Wednesday, November 9, 2016. Seven contractors were vetted and approved in our pre-qualification process. All seven attended the mandatory pre-bid and facility site visit meeting, and six submitted bids as follows:

Contractor	Total Bid
Dynamic Heating & Piping Co. Crestwood, IL	\$13,630
Midwesco Mechanical & Energy Des Plaines, IL	\$14,984
Oak Brook Mechanical Services, Inc. Elmhurst, IL	\$17,268
Southwest Town Mechanical Orland Park, IL	\$17,872
Amber Mechanical Contractors, Inc. Alsip, IL	\$23,145
Alliance Mechanical Services Bensenville, IL *	\$10,592
<i>FY16-17 Budget Estimate</i>	<div> <div>\$10,930.00</div> <div>\$1,000.00</div> <div>\$800.00</div> <div>\$12,730.00</div> <div><i>VH, PD, PW</i></div> <div><i>Pump Center</i></div> <div><i>Filters & parts</i></div> <div>Total</div> </div>

*The apparent low-bidder, Alliance Mechanical Services, of Bensenville, Illinois, submitted a materially unbalanced bid with respect to annual pricing for the Police Station. This contractor is the Village's current HVAC maintenance contractor. The Village discussed the error with this bidder, determined that submitted prices are significantly less than reasonable or prevailing costs for this work, and noted that their current contract pricing for three facilities is more than the bid submitted that includes four facilities and routine parts. The Village and bidder mutually concurred he cannot complete the contract at this price. Therefore, the Village rejects the bid from Alliance Mechanical Services.

The lowest responsive and responsible bid was received from Dynamic Heating & Piping Company, Crestwood, Illinois, in the amount of \$13,630. Their bid is \$900 over the fiscal year estimate; however the actual impact to the fiscal year

budget will be less than \$450 since routine maintenance will be performed at these prices for the remaining 5 months.

Contractor Reputability and Completeness of Bid Documents:

No errors or omissions were identified in the review of the lowest responsive and responsible bid by Dynamic Heating & Piping Company. All certifications submitted with the bid by this contractor are in order and properly notarized. This company is currently completing the Village's HVAC deficiency study at the Police Station and their performance on this contract has been excellent. Also, calls to check other work references determined that similar work is being performed satisfactorily for Naperville School District 203 and the Illinois Holocaust Museum.

It is our recommendation: that a contract be awarded for the Heating, Ventilation and Air Conditioning (HVAC) Systems Maintenance Contract to Dynamic Heating & Piping Company, Crestwood, Illinois, in the amount of \$13,630.

C. Amend Contract for Engineering Services – Garfield Avenue Resurfacing

Construction on the Garfield Avenue resurfacing project has been completed. This project was awarded by IDOT in April 2016 to Chicagoland Paving Contractors, Inc., of Lake Zurich, Illinois, in the amount of \$307,968, of which the federal STP grant will provide \$216,000.

The contract for this work required all construction and improvements to be completed within 20 working days. A working day is any business day with good weather on which the contractor could be performing work. The contractor progressed very slowly on this contract, despite good weather and pressure from the Village, but still exceeded this allotment by over 28 days. For exceeding the required schedule, the estimated assessment to Chicagoland Paving Contractors, Inc. will total over \$32,000, of which over \$8,000 (25%) will be credited to the Village's share of the contract cost.

The full-time construction supervision necessary for grant-funded projects to comply with the rigorous Federal documentation standards, was contracted by the Village in May 2016 to Engineering Resource Associates, Inc., of Warrenville, Illinois. The resident engineer is required to be on-site whenever the contractor or sub-contractors were completing any portion of work, despite the contractor's slow progress on this project. The contractor's excess working days added time on-site for the resident engineer that exceeded the original estimated time and effort of this construction engineering services contract.

The original contract to Engineering Resource Associates, Inc. approved by the Village in May 2016 was in the amount of \$34,846. On the attached Contract Amendment No. 1 from this firm, the additional oversight in the field as well as upcoming contract close-out is shown not exceed the original amount by more than \$11,749.00 (see attached). Adequate funds are available to fund this contract amendment from both the Capital Improvements FY16-17 budget as well as the \$8,000 to be credited the Village for the contractor's penalties.

It is our recommendation: that the recommendation of the Engineering Division for an amendment to the professional services contract for Construction Engineering Services for the Garfield Avenue LAFO Project to Engineering Resource Associates, Inc., of Warrenville, Illinois, in the amount of \$11,749.00 for a total contract cost not to exceed \$46,595 be approved.

D. 2017 Meeting Schedule

Enclosed is the proposed schedule for the 2017 Village Board meetings.

It is our recommendation: that the 2017 Village Board meeting schedule be approved as submitted.

E. Resignation of John Pacocha from Pathway Commission

Attached is a letter of resignation from long time Pathway Commission member John Pacocha, effective November 9, 2016. John has served on the Pathway Commission since 1998. He is moving out of town and, therefore, must resign. John has been a valued member of the Pathway Commission and his service to the Village is very much appreciated.

It is our recommendation: that John Pacocha's letter of resignation from the Pathway Commission be received and filed.

F. Vendor List

Enclosed is the Vendor List in the Amount of \$471,225.99 for all Funds, plus \$451,603.72 for payroll, for a grand total of \$922,829.71, which includes Special Expenditures of \$18,795.00 to Kramer Tree Specialists for fall brush removal; \$25,000.00 to Prime Time Marketing for Restaurant Week marketing.

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

REGULAR MEETING
PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF BURR RIDGE

October 24, 2016

CALL TO ORDER The Regular Meeting of the President and Board of Trustees of October 24, 2016 was held in the Meeting Room of the Village Hall, 7660 County Line Road, Burr Ridge, Illinois and called to order at 7:00 p.m. by President Pro-tem Paveza

PLEDGE OF ALLEGIANCE The Pledge of Allegiance was recited by the Board.

ROLL CALL was taken by the Village Clerk and the results denoted the following present: Trustees Grasso, Paveza, Bolos, Schiappa and Paveza. Absent was Trustees Franzese, Murphy and President Straub. Also present were Village Administrator Steven Stricker, Public Works Director David Preissig, Community Development Director Doug Pollock, Police Chief John Madden and Village Clerk Karen Thomas.

RESIDENT COMMENTS Tom White, resident of Carriage Way Subdivision, addressed the Board regarding the Police Pension Fund portion of the Tax Levy. He explained that the total pension liability is \$27,833,748, the market value of assets is \$15,441,428 the unfunded liability is \$12,392,320 which equals a funded ratio of 55.48%. He said the BKD Financial Report states: Expenditures mainly came under budget, in the Police Department, due to lower than expected personnel costs. This surplus allowed a budget amendment to occur, to transfer \$100,000 from the General Fund to the Capital Projects Fund to help fund future projects. This transfer was possible because the General Fund's balance (\$5.6 Million) exceeded the Village's fund balance reserve policy. The Capital Projects funds ended the year having a combined balance in excess of \$1.5 million. He said the budget surplus was due to lower Police costs, but the Police Pension Fund, the fund which carries a \$12.4 million deficit was once again ignored.

CONSENT AGENDA – OMNIBUS VOTE After reading the Consent Agenda by President Pro-tem Paveza, motion was made by Trustee Grasso and seconded by Trustee Schiappa 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: 4 – Trustees Grasso, Schiappa, Bolos and Paveza

NAYS: 0 – None

ABSENT: 2 – Trustees Franzese and Murphy

There being four affirmative votes, the motion carried.

APPROVAL OF REGULAR BOARD MEETING OCTOBER 24, 2016 were approved for publication under the Consent Agenda by Omnibus Vote.

RECEIVE AND FILE DRAFT PLAN COMMISSION MEETING OF OCTOBER 17, 2016 were noted as received and filed under the Consent Agenda by Omnibus Vote.

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ADOPTION OF RESOLUTION ACCEPTING SUBDIVISION IMPROVEMENTS FOR THE MADISON ESTATES SUBDIVISION The Board, under the Consent Agenda by Omnibus Vote, adopted the Resolution.

THIS IS RESOLUTION NO. R-26-16

ADOPTION OF RESOLUTION AUTHORIZING LOCAL AGENCY AMENDMENT BETWEEN THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND THE VILLAGE OF BURR RIDGE FOR THE UTILIZATION OF STATE AND FEDERAL FUNDS The Board, under the Consent Agenda by Omnibus Vote, adopted the Resolution.

THIS IS RESOLUTION NO. R-27-16

APPROVAL OF PLAN COMMISSION RECOMMENDATION TO APPROVE TEXT AMENDMENT TO THE BURR RIDGE ZONING ORDINANCE AND TO THE BURR RIDGE VILLAGE CENTER PLANNED UNIT DEVELOPMENT ORDINANCE TO ADD "GOLF SIMULATION FACILITY WITH SALES OF ALCOHOLIC AND NON-ALCOHOLIC BEVERAGES AND PRE-PACKAGED FOOD AND SNACKS" TO THE LIST OF SPECIAL USES IN THE B-2 DISTRICT AND IN THE BURR RIDGE VILLAGE CENTER PLANNED UNIT DEVELOPMENT; AND A SPECIAL USE TO PERMIT SAID BUSINESS IN THE BURR RIDGE VILLAGE CENTER (Z-11-2016: 440 VILLAGE CENTER DRIVE – PORTILLO/SZCZODRY) The Board, under the Consent Agenda by Omnibus Vote, accepted the recommendation and directed Staff to prepare the Ordinance.

APPROVAL OF RECOMMENDATION TO AWARD CONTRACT FOR THE SHADY LANE CULVERT BRICK REPAIRS The Board, under the Consent Agenda by Omnibus Vote awarded the contract for the Shady Lane culvert brick repairs to Premier Landscape Contractors, Inc. of Lemont, Illinois, in the amount of \$7,966.00.

APPROVAL OF RECOMMENDATION TO AUTHORIZE FMLA LEAVE OF ABSENCE FOR GENERAL UTILITY WORKER GEORGE MACHA The Board, under the Consent Agenda by Omnibus Vote ratified the pre-approved request for FMLA leave of absence to George Macha.

APPROVAL OF VENDOR LIST IN THE AMOUNT OF \$655,813.15 FOR ALL FUNDS, PLUS \$246,766.17 FOR PAYROLL, FOR A GRAND TOTAL OF \$902,579.32, WHICH INCLUDES SPECIAL EXPENDITURES OF \$41,989.09 TO DESIDERIO LANDSCAPING FOR PARKWAY TREE REMOVALS AND STUMP GRINDING; AND \$148,075.70 (\$98,075.70 OUT OF THE CAPITAL IMPROVEMENTS FUND AND \$50,000.00 OUT OF THE PATHWAY FUND) TO THE ILLINOIS TREASURER FOR THE MADISON STREET LAPP CLOSEOUT The Board, under the Consent Agenda by Omnibus Vote, approved the Vendor List for the period ending October 24, 2016 in the amount of \$655,813.15 and payroll in the amount of \$246,766.17 for the period ending October 8, 2016.

PRESENTATION ON NOVEMBER 8 REFERENDUM FOR MAINTENANCE OF STREETS AND OTHER INFRASTRUCTURE IMPROVEMENTS WITHIN THE VILLAGE

Village Administrator Steve Stricker presented information concerning the November 8 Referendum for streets and other infrastructure maintenance. He said the Village is very proud of the way it has maintained its streets over the years. The Village has a pay as you go method of financing using existing dollars not bonding for maintenance of the infrastructure. The Village has very little debt. We do not special assess residents for street maintenance. He said the Village utilizes a professionally based method for determining street maintenance. Every two years we do a roadway evaluation reviewing all our roadways because they are one of the most valuable and visible assets that the Village owns. He showed an example of a Pavement Condition Rating form that is used to rate every road in the Village. He continued that the Village has 63.4 miles of roads of which 42% are rated good, 55% rated fair, 2% rated poor. He said 70.8% of Village roads have been resurfaced in the last ten years.

Mr. Stricker said there is one source of revenue for street maintenance, the Motor Fuel Tax. He said those dollars have been relatively flat over the last years. The only other source of revenue is the existing surpluses in the general fund or one time revenues. He said the Village is spending less in 2016 than in 1996 for roads maintenance.

Mr. Stricker said that future year projections show that after FY 2016-17 substantial deficits will occur in the General Fund. There will not be enough General Fund operating revenues or potential end of the year surpluses to cover the needed transfers for the road program, sidewalks and other infrastructure improvements. Also, there is the continuing threat from the Illinois Government to take away our Local Government Income Tax allotment.

He said the tax levy includes four separate levies: the corporate levy, the police protection levy, the police pension levy and the bond and interest on the Lake Michigan water project. In 2016, the bond and interest levy will no longer exist. The question is what we should do to generate the additional dollars needed. Should the Village use the dollars that were previously used for the Bond and Interest Levy, for roads and other infrastructure? He pointed out that the Burr Ridge tax levy represents less than 3% of the property owner's tax bill.

Mr. Stricker said a possible solution is transferring the Debt Service Levy of \$520,000 by increasing the Corporate Levy by the same amount. The residents would pay the same dollar amount as the previous year but those dollars would now be used for roads and other infrastructure, as opposed to the Bond and Interest Levy. This can only be done by referendum which is the question that will appear on the November 8 ballot. This would provide the Village with a continuing source of revenue. The question is, would the Village Board be forced to use it only for infrastructure and the answer is no. He said he knows how past Village Board's feel about road maintenance and he feels strongly that future Village Boards will honor this tradition.

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Mr. Stricker then showed a sample of the ballot and explained that the wording has to be very specific. It appears that the corporate levy is being increased but it is being increased by the transfer of the dollar amount from the bond and interest levy.

Mr. Stricker read a statement from Trustee Franzese. Trustee Franzese said the upcoming November Referendum, for future maintenance and other infrastructure, is of great importance to the residents of Burr Ridge. We are blessed in this Village with some of the highest quality streets and pathways in the area. This Board and previous Boards have worked diligently to insure that the quality of our streets and pathways is maintained to the high level we have come to expect. The streets in our Village provide the life line for our residents, businesses and visitors to allow a safe access to our homes, places of work and our great shops and restaurants. Pathways provide an important network to link our more than 60 subdivisions by providing a great sense of community. As it has been stated previously, if this referendum is passed there will be no additional costs to the residents. Your Board is pro-actively looking to the future by supporting this referendum. I support the passage of this referendum and urge our residents to support it as well by voting yes on November 8. If passed, I will also lend my full support for restricting these funds to maintenance of roads, pathways and other infrastructure as well.

Trustee Bolos said this is a unique opportunity for the residents and for all of us in Burr Ridge to be able to maintain our streets and sidewalks to the level that we are accustomed to without the Village going into debt and without raising our taxes. By maintaining our streets and sidewalks, coupled with good schools and parks, we not only increase our property values but we encourage new families to come to Burr Ridge to call home. A community thrives when you have new families with young children. I hope you all join me in voting yes on November 8 for this referendum.

Trustee Paveza said this referendum shows the forward thinking of the Board. The Village portion of the tax bill is amongst the lowest in the area, our water bills are amongst the lowest in the area. The Village Board has done a tremendous job in running the Village well within its means. The Board saw that one of the main sources of revenue, the impact fees, was being reduced as the Village was being built out. Also, the Village is over 60 years old and as things get older they require more maintenance. It was plain that in order to maintain the infrastructure it will require more money and that is why the Board was unanimous to include the referendum question on the November 8 ballot and having the residents make the decision.

OTHER CONSIDERATIONS There were none.

RESIDENT COMMENTS Tom White presented a handout to the Board and said the pension fund is in dire straits. He said the statutory pension liabilities will not change, since the courts have basically stated that the retirement promises made to the officers are binding. He said based upon differences in assumptions and calculation methods, we have seen that actuarial results can vary widely. Thus comparing Burr Ridge to other municipalities is meaningless, without ensuring the same methods and assumption. Additionally, we now understand that the State

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minimum police pension contribution is ill defined, therefore, statements related to being in compliance are worthless. The only truth is an objective independent professional analysis of the data as presented.

The Village Administrator said the Village pays what is required, the reason being is we don't have any other money. If we had surpluses or extra dollars, he would recommend that those dollars go into the pension fund. He said when there is roads, sidewalks and maintaining and operating the Village to consider, there is just so many dollars available. The Village pays the state minimum that is required under the law. The pension fund is funded by employee contributions, employer contributions and interest. Last year, the investments had a bad year and the Village has to make that up.

REPORTS AND COMMUNICATIONS FROM VILLAGE OFFICIALS Trustee Grasso said that October 31 is Halloween and we need to keep our children safe. The Village trick-or-treat hours are 3 to 8 PM.

Trustee Grasso said that Jingle Mingle is November 19.

At the request of the Village Administrator, Dave Preissig, Village Engineer, said about 3 months ago the Village started receiving complaints about the blowing of train horns at the train crossing on Madison, south of 91st Street. Since about 2009, the trains were to refrain from blowing their horns at this intersection. He met with the terminal manager at the Willow Springs yard and was told that trains were stopping in this area and deactivating the wayside horn system, so that any trains going west bound were then blowing their horns. He said the train crews originating from Galesburg, Illinois and Fort Madison, Iowa are being advised and briefed not to blow the horns in this area. Residents hearing the horns are encouraged to note the precise time and contact the Village.

NON-RESIDENTS COMMENTS Dolores Cizek, former Trustee and former resident said that regarding the referendum there were comments made that are not true. She said the Village claims developer donations have dried up but that is not so and she named five new developments. She continued that in each of the last five years, the Village has shown a substantial deficit, when you spend more than you take in, it is called a deficit. Over the past five years the Village has spent more than \$1,220,000 on Information Technology, is that essential spending for a small town of 11,500 people. She continued that, if there was no referendum, DuPage residents would see their taxes reduced by about \$100 for a house with an EAV of \$600,000 and in Cook County the reduction would be \$130. She said this referendum is a permanent tax increase, whether you want to believe it or not.

The Village Administrator pointed out that the impact fees that Mrs. Cizek discussed go to the schools and parks because these properties were in the Village. The Spectrum Development did pay annexation fees which are being used to help balance this year's corporate property budget.

Regular Meeting
President and Board of Trustees, Village of Burr Ridge
October 24, 2016

The funds for the beautification project were from the hotel/motel tax fund, which is a restricted fund and can only be used for specific purposes.

ADJOURNMENT Motion was made by Trustee Schiappa and seconded by Trustee Grasso that the Regular Meeting of October 24, 2016 be adjourned.

On Roll Call, Vote Was:

AYES: 4 – Trustees Schiappa, Grasso, Bolos and Paveza

NAYS: 0 – None

ABSENT: 2 – Trustees Franzese and Murphy

There being four affirmative votes, the motion carried and the meeting was adjourned at 8:01 P.M.

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

Karen J. Thomas
Village Clerk
Burr Ridge, Illinois

APPROVED BY the President and Board of Trustees this _____ day of _____, 2016.

**MINUTES
VETERANS MEMORIAL COMMITTEE
VILLAGE OF BURR RIDGE
SEPTEMBER 28, 2016**

CALL TO ORDER: Chairperson Len Ruzak called the meeting to order at 4:00 p.m. in the Conference Room, 7660 County Line Road, Burr Ridge, Illinois

ROLL CALL - Roll call was taken as follows:

Present: John Curin, John Moskal, Mickey Straub, Ken Thompson, Jack Schaus.
Len Ruzak

Also Present: Events Coordinator Janet Kowal

Absent: Russell Smith, Joe Kozak

MOTION TO APPROVE MINUTES FROM AUGUST 24th MEETING –

Add in that the expenditure for \$300 was voted upon, not approved, but in favor. Minutes will be amended to reflect that.

Motion by John Moskal, Second by Ken Thompson. All in favor.

FINANCIAL REPORT – Jack Schaus

It was noted that there is currently \$32,212.54 in the Veterans Memorial account. There is \$183 in petty cash as well. There are still funds coming in from the purchase of bricks for the Memorial on a sporadic basis. Jack noted that there is a bill from “Impressions”, the company that processes the bricks will be processed and paid. There were 7 bricks purchased at \$15.00 per brick. The financial record will be corrected to reflect that.

MOTION TO APPROVE FINANCIAL REPORT –

Motion –Ken Thompson, Second –John Moskal. All in favor.

DISCUSSION REGARDING ARMED FORCES DAY –

For A Guest Speaker –Looking at Keynote Speaker Alan J. Lynch. Ken will follow up with Allan J. Lynch in January, and call to get on his schedule for speaking. He is a “Medal of Honor” achiever. There most likely would not be a fee for his speaking services, but we could give his organization a donation. He does not book for speaking engagements this far out.

Russ Smith asked about the Gower Middle School Band. Janet has a contact, the band director, and will speak with him (Steve Pittman) about having them play for Armed Forces Day this year.

John Curin mentioned that there has been no information from the Military Academy about the Color Guard, and can't get a response from his contact. Will keep working on it.

DISCUSSION REGARDING THE LANDSCAPING OF THE MEMORIAL - IMPROVEMENTS

John Moskal noted that the timer in in, and the lights have been rewired and are working now. The lights currently shine on the beak and bottom of the bird. (The timer has an outlet below, and he noted that we could put Christmas lights on it if the Committee wanted to, and change the timer easily.)

Mickey Straub noted that he had sent an email regarding the crab grass at the monument, but did not have an answer as of yet. Len noted that per Gary Gatlin, the new landscaper will either kill the crabgrass and reseed the area, or remove the grass and reseed the area.

John Moskal questioned why it is not handled by the Village, as was it not to be included in the overall property usage? The Mayor (Mickey Straub) pointed out that it is a private area, lent to the Committee/Monument by the Village, and that they are actually doing the Committee a favor by having the landscapers care for the area.

John Curin noted that the Village had originally agreed to maintain the Memorial and its ground after it was built, as a point of reference.

Ken Thompson noted that they do have leverage with the landscapers through the Village, as they have the contract with the company if there are any problems.

Mickey Straub was asked if he felt the Village should pay for new grass. He stated that it is a "gray area", and that he feels in order to retain their independence, they need to pay for it as a committee. The two should be kept separate.

John Curin asked if they need a guarantee, seems that it is in the contract.

There was a motion to approve the \$1,575 landscape contract as it is for seeding.

Motion – Jack Schaus, Second – Ken Thompson. All in favor.

MISCELLANEOUS ITEMS –

Business Cards for Memorial Committee members are in the making! Templates were passed out for all to make their preferred corrections. Janet will forward the cards to Committee members when they are finished.

Signs for “Veterans Day” and “Pearl Harbor” will be made through Bannerville, and put up with the Flags on the appropriate days. (Military flags) If everyone likes them, they will be made for other appropriate flag flying days.

There was a discussion regarding the upcoming Jingle Mingle parade on November 19th. Ken will be bringing an antique vehicle, and Len noted there may be another one – Mickey’s.

Veterans Day Plans – it was noted that the Mickey Straub would like to have another small service and small lunch after for Veterans Day. It will be discussed more in-depth at the October meeting, and he will work with Janet Kowal to set things up. Mickey will speak to the vendors to arrange for food donation – Great American Bagel, Kirsten’s Bakery, Capri Express – and has a contact for a singer and pastor that he will contact. Janet can pick the food items up, and bring to the Board Room, which is reserved and will be set up accordingly.

Len Ruzak mentioned that it would be nice to purchase some pens as a giveaway item for Veterans. There is a specific kind that he will try to find out where to purchase them. John Moskal noted that Bob Grela makes them.

It was noted that there is a two-part article about Burr-Ridge in the October/November editions of the Hinsdale Magazine.

MOTION TO ADJOURN –

Motion by Jack Schaus, Second by John Moskal.

Respectfully submitted,

Janet Kowal

**MINUTES
PERSONNEL COMMITTEE
Meeting of October 24, 2016**

CALL TO ORDER

The meeting was called to order by at 6:05 p.m.

ROLL CALL

Present: Trustee Tony Schiappa and Trustee Al Paveza

Absent: Mayor Mickey Straub

Also Present: Village Administrator Steve Stricker and Public Works Director David Preissig

APPROVAL OF MINUTES

A **motion** was made by Trustee Tony Schiappa to approve the August 22, 2016, minutes. The motion was **seconded** by Trustee Al Paveza and **approved** by a vote of 2-0.

CLOSED SESSION

A **motion** was made by Trustee Al Paveza and **seconded** by Trustee Tony Schiappa to go into Closed Session to discuss Collective Bargaining issues.

ROLL CALL VOTE was as follows:

AYES: 2 – Trustee Tony Schiappa and Trustee Al Paveza

NAYS: 0 – None

ABSENT: 1 – Mayor Mickey Straub

Motion carried by a vote of 2-0 and the Personnel Committee went into Closed Session at 6:06 p.m.

RECONVENED MEETING

The Personnel Committee reconvened to Open Session at 6:40 p.m., with Trustee Tony Schiappa, Trustee Al Paveza, Village Administrator Steve Stricker and Public Works Director David Preissig still present.

ADJOURNMENT

There being no further business, a **motion** was made by Trustee Tony Schiappa and **seconded** by Trustee Al Paveza to adjourn the meeting.

ROLL CALL VOTE was as follows:


AYES: 2 – Trustee Tony Schiappa and Trustee Al Paveza

NAYS: 0 – None

ABSENT: 1 – Mayor Mickey Straub

Motion carried by a vote of 2-0 and the meeting was adjourned at 6:40 p.m.

Respectively submitted,

A handwritten signature in black ink, appearing to read 'Steve Stricker', written in a cursive style.

Steve Stricker
Village Administrator

SS:bp

MINUTES
STORMWATER MANAGEMENT COMMITTEE MEETING
November 1, 2016

CALL TO ORDER

Chairperson Guy Franzese called the meeting to order at 7:00 PM

ROLL CALL

Present: Chairperson Guy Franzese, Trustee Al Paveza, Trustee Tony Schiappa, Nancy Montelbano, Dave Allen and Alice Krampits

Absent: Wil Wilcox

Also Present: Village Administrator Steve Stricker, Public Works Director/Village Engineer David Preissig

APPROVAL OF MINUTES

A **motion** was made by Nancy Montelbano to approve the minutes of August 9, 2016. The motion was **seconded** by Dave Allen and **approved** by a vote of 6-0.

SPECTRUM SENIOR LIVING FACILITY P.U.D. UPDATE

Public Works Director David Preissig indicated that the Spectrum Senior Living Facility was given a temporary permit to start grading and that is the reason why most of the trees on the property have been removed. Village Administrator Steve Stricker stated that Community Development Director Doug Pollock has been out on the site to check to make sure that the trees that were scheduled to be saved have been saved and protected.

Director Preissig stated that Spectrum has yet to receive a permit from the County regarding the wetland issue, but it is expected that the permit would be issued this week. He stated that, until approval is granted, the area has been left alone and fenced off.

In response to a question from Chairperson Franzese regarding the schedule for the project, Director Preissig stated that he thought that the contractor was staying on schedule in terms of working on their grading plan and that, since the wetland area is on the commercial lot, he felt that it should not have any impact on the project moving forward.

BUCKTRAIL ESTATES SUBDIVISION CONSTRUCTION AND STORMWATER DETENTION

Public Works Director Preissig stated that there are now four homes under construction in the Bucktrail Estates Subdivision. He stated that there have been complaints of standing water in the detention basin and that he has asked the engineer for the developer to look at the problem and attempt to come up with a solution. He stated that 12" of black dirt had been installed at the bottom of the basin in order to help the wetland plants be able to take

hold and grow, but unfortunately the plants have yet to take root. He stated that he would be working with the engineer for the developer and hopes to have an answer and solution by spring.

COUNTY/MUNICIPAL PARTNERSHIP FOR NPDES COMPLIANCE

Public Works Director Preissig stated that the Village completed and submitted its Notice of Intent (NOI) to the County in May 2016 and from the County to the IEPA, which was jointly submitted with DuPage County and 23 other municipalities. Director Preissig reminded the Committee that the new NPDES permit requirements (MS4) include:

- Develop a storm water management program comprised of best management practices (BMPs) and measurable goals for each of the following six minimum control measures:
 1. Public education and outreach on storm water impacts
 2. Public involvement and participation
 3. Illicit discharge detection and elimination
 4. Construction site storm water runoff control
 5. Post-construction storm water management in developments
 6. Pollution prevention/good housekeeping for municipal operations
- Submit a completed Notice of Intent. Municipalities can choose to share responsibilities for meeting these program requirements. Those entities choosing to do so may submit jointly with other municipalities or governmental entities.
- Submit annual reports to the IEPA by June 1st each year. The report must include:
 1. The status of compliance with the permit conditions, including an assessment of the BMPs and progress toward the measurable goals
 2. Results of any information collected and analyzed, including monitoring data;
 3. A summary of the storm water activities planned for the next reporting cycle;
 4. A change in any identified best management practices or measurable goals;
 5. If applicable, notice of relying on another governmental entity to satisfy some of the permit obligations.

Director Preissig stated that he would continue to participate on the Municipal Engineers Group in DuPage County as the Group continues to work with the County to coordinate and develop a qualifying local program and eventual intergovernmental agreement with the County. He also stated that there may be a need to budget funds next fiscal year in this regard.

DOLFOR COVE-WALREDON AVENUE DRAINAGE ISSUE/ENGINEERING DIVISION STUDY

Public Works Director Preissig stated that the Public Works Department has been working with residents on Walredon Avenue to develop a plan for improving their rear yard drainage. He stated that the Department's Engineering Intern, under the guidance of the Project Engineer, surveyed the lot lines, designed a small-diameter PVC pipe improvement project and provided a report to the residents. He stated that the residents used this report and a

list of landscaping contractors, which was provided to them by the Village, and completed the work.

9400 FALLINGWATER DRIVE WEST DRAINAGE CONCERN

Public Works Director Preissig provided information regarding a drainage concern reported by the Fallingwater Homeowners' Association regarding the situation in a ditch originating from 94th and Oak Hill Road, which is eroding, especially through the property at 10S681 Oak Hill Court. He stated that the resident has been notified and that for our part the Public Works Department will be taking measures to slow the flow of water from the 94th Street ditch before it enters the private property by installing a rock check dam at the pipe outfall before the ditch flow enters the ravine.

OLD BUSINESS

Public Works Director Preissig stated that he had received a call from Mrs. Nowaczyk, 8112 Park Avenue, once again complaining about her neighbor, who she claims is dumping stormwater onto her property. Administrator Stricker stated that the Village has been in discussions with Mrs. Nowaczyk for years and that she takes the opportunity to discuss her problem with every new engineer. Administrator Stricker stated that he is confident that the Village has done everything it can for Mrs. Nowaczyk, but indicated that she may wish to come to a Board meeting again to voice her concerns. If so, he suggested to her that she be asked to be referred to the Stormwater Committee.

Public Works Director Preissig stated that all of the remedial work that needed to be done at St. Mark's regarding their landscape and grading work has been completed by the Village.

ADJOURNMENT

There being no further business, a **motion** was made by Trustee Al Paveza to adjourn the meeting. The motion was **seconded** by Trustee Tony Schiappa and **approved** by a vote of 6-0. The meeting was adjourned at 7:30 p.m.

Respectively submitted,



Steve Stricker
Village Administrator

SS:bp

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE BURR RIDGE MUNICIPAL CODE
BY ADDING A NEW CHAPTER 11 ENTITLED "COMMERCIAL FILMING PERMITS"

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

Section 1: That the Burr Ridge Municipal Code be and is hereby amended by adding thereto a new Chapter 11, reading in its entirety as per attached Exhibit A.

Section 2: This Resolution shall be in full force and effect upon its adoption and approval as required by law.

ADOPTED this 14th day of November, 2016, by a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 14th day of November, 2016 by the President of the Village of Burr Ridge.

Village President

ATTEST:

Village Clerk

**BURR RIDGE VILLAGE
CODE CHAPTER 11
COMMERCIAL FILMING PERMITS**

Sec. 11.1 Purpose

The primary purpose and intent of this ordinance is to promote an efficient and orderly approval process for issuance of commercial filming permits, to ensure that commercial filming does not place an undue burden on Village services or interfere with the use and enjoyment of neighboring properties.

Sec. 11.2 Scope of Regulations

No person or entity shall engage in commercial filming in the Village of Burr Ridge without first obtaining a commercial filming permit issued by the Village Administrator in compliance with the terms and conditions herein. All activities related to said commercial filming permit shall be subject to the requirements set forth in this Code. A commercial filming permit also may be subject to additional conditions or restrictions deemed necessary and appropriate by the Village Administrator or the Administrator's authorized representatives.

Sec. 11.3 Definitions

Unless the context specifically indicates otherwise, the meaning of the terms used in this Ordinance shall be as follow:

11.3.1 Applicant

Any natural person, syndicate, association, partnership, firm, club, company, corporation, limited liability company, institution, agency, government corporation, municipal corporation, district or other political subdivision, or any officers, agents, employees or other representative, acting either for himself or for any other person in any village; or any other entity recognized by law as the subject of rights and duties other than the Village of Burr Ridge who submits an application pursuant to this Chapter.

11.3.2 Application

Forms provided by the Village Clerk's office for commercial filming.

11.3.3 Village

The Village of Burr Ridge and its officers, agents, employees and representatives.

11.3.4 Village Property

Public streets, sidewalks, right-of-way, or other property owned or controlled by the Village.

11.3.5 Village Services

Services provided by the Village including but not limited to public safety, crowd control, traffic control, road closures, inspection services, or garbage removal.

11.3.6 Code
The Burr Ridge Municipal Code

11.2.7 Commercial Filming
Digital or film recording of a visual image or sound for the primary purpose of producing movies, television programs, commercials, training films, documentaries, or similar products for distribution or broadcasting.

Sec. 11.4

Exemptions

The following are exempt from obtaining a commercial filming permit:

- 11.4.1** The Village of Burr Ridge
- 11.4.2** Other local government taxing districts with jurisdictional boundaries shared with the Village of Burr Ridge such as schools, parks and fire districts provided the commercial filming activity is limited to property owned by the respective government district.
- 11.4.3** News media organizations filming for coverage of current events and where no product is intended for distribution.
- 11.4.4** Filming and photography completely indoors with no exterior lighting, equipment or vehicles except those typically associated with an otherwise authorized use of the property.
- 11.4.5** Filming and photography by individuals for personal use where such filming and photography does not involve the use of lighting, equipment and vehicles typically associated with commercial filming and photography.

Sec. 11.5

Commercial Filming Permit Application

Commercial filming permit applications shall be available on the Village's website and from the Office of the Village Clerk. The application shall include all information necessary for issuance of a commercial filming permit, including but not limited to the following:

- 11.5.1** Designation of a permit applicant and primary contact person with their name, address, phone number and email address
- 11.5.2** A complete and accurate description of the purpose of the commercial filming activity, the type of production, and the intended audience.
- 11.5.3** A detailed description of the location of the commercial filming activity including public and private property, location of filming activities, and location of parking and storage of vehicles and equipment.
- 11.5.4** A complete schedule for the commercial filming activities including all days and time of day that commercial filming activities will occur including days and times when vehicles or equipment may be parked or placed on public property.
- 11.5.5** A schedule of the number of people participating in the

commercial filming activity.

- 11.5.6** A description of portable restroom or refuse collection facilities that may be utilized.
- 11.5.7** At the discretion of the Village Administrator, a certificate of general liability insurance, naming the Village of Burr Ridge and its officers, employees, agents and representatives as additional insureds, in a form and amount determined by the Village Administrator, or his/her designee, may be required. Whenever a certificate of insurance is required, an additional insured endorsement shall also be provided.
- 11.5.8** Detailed information pertaining to the need for and/or use of any Village services including traffic management, street or lane closures and public safety enforcement.

Sec. 11.06

Commercial Filming Event Fees and Costs

- 11.6.1** Administrative Fee: All applications for a commercial filming permit shall be accompanied by a \$250 non-refundable fee to cover basic administrative costs for review and issuance of the permit.
- 11.6.2** Deposit for Costs Incurred: Prior to issuance of the permit, the Village Administrator shall estimate all expenses that may be incurred by the Village to ensure public safety during the commercial filming event. The applicant shall provide a deposit equal to 125% of the estimated cost.
- 11.6.3** Refund/Payment for Costs Incurred: Upon conclusion of the commercial filming activities, the applicant shall notify the Village Administrator and request a balance summary of costs and fees. The Village Administrator shall refund any unused funds or request payment if the costs incurred exceeded the deposit. If the applicant fails to request balancing of the deposit within 30 days after issuance of the permit (or some other time that may be agreed upon in advance), the applicant shall forfeit any unused deposit funds. The applicant shall be responsible for payment of said bill in full within the timeframe specified on the bill. In the event that such payment is not made in full in a timely manner, the Village may take or direct the necessary legal action to obtain such payment. The reasonable costs and attorney's fees resulting from such action shall be added to the amount due and owing by the applicant.

Sec. 11.07

Commercial Filming Permit Conditions

The following are made express conditions of the application and approval of any commercial filming permit:

- 11.07.1** Compliance with all applicable fire and safety regulations (Federal, State, County and Village ordinances, rules, regulations and policies).

- 11.07.2** Compliance with any occupancy requirements/limits under State law or Village Code, ordinance or regulation.
- 11.07.3** The nature, scope and operation shall be conducted in consideration of the surrounding properties and so as not to cause significant adverse impact or interfere with use and enjoyment of surrounding properties. The Village reserves the right to impose such additional restrictions as may be appropriate to minimize such adverse effects.
- 11.07.4** No street or any public area may be used without the permission of the Village and the provisions of this Chapter. Any parking anticipated by and/or related to commercial filming shall be provided for by applicant with proper notice to and approval of the village, location, and measures for proper traffic regulation and movement.
- 11.07.5** The applicant shall be responsible for consulting with the Village and the Village police department to ensure the provision of appropriate crowd and traffic control, and security, as may be appropriate. Any security personnel utilized, whether private or members of the Village police force, shall be at the cost of the applicant.

Sec. 11.08

Village Liability Limited

As an integral and agreed-upon term and condition of any application for and approval of a commercial filming permit, as an implied term of any applicant for a commercial filming permit, and hereby incorporated into any such application by this reference, the applicant expressly agrees that while the Village shall act in good faith to assist with and support commercial filming, the Village shall not be liable to the applicant or to any participant for an inadequate preparation or implementation. The Village shall incur no liability for its actions related to the commercial filming event. No special relationship of any kind is entered into or implied between Village and the applicant and the Village, its officers, employees or agents shall incur no liability by any action or omission related to an application for or staging of a commercial filming event.

In its discretion, depending on all circumstances, including the nature and size of the event, the Village may require the applicant to execute an express waiver and hold harmless agreement, on a form to be provided by the Village, as part of the approval of the commercial filming permit.

Sec. 11.09

Penalties

Any person who violates any of the provisions of this chapter shall be subject to a fine of not less than \$50.00 nor more than \$750.00 for each violation. Such a fine shall be in addition to any other fee or charge authorized pursuant to the terms of this chapter.

ORDINANCE NO. A-834-____-16

AN ORDINANCE AMENDING SECTION VIII.C.2 OF THE BURR RIDGE ZONING ORDINANCE TO ADD GOLF SIMULATION FACILITY WITH SALES OF ALCOHOLIC AND NON-ALCOHOLIC BEVERAGES AND PRE-PACKAGED FOOD AND SNACKS TO THE LIST OF SPECIAL USES IN THE B-2 BUSINESS DISTRICT

Z-11-2016: Text Amendment B-2 District (Portillo/Szczodry)

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

WHEREAS, said Plan Commission of this Village held a public hearing on the question of granting said text amendment on October 17, 2016 at the Burr Ridge Village Hall, at which time all persons desiring to be heard were given the opportunity to be heard; and

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

WHEREAS, the Village of Burr Ridge Plan Commission has made its report on the request for a text amendment to the Burr Ridge Zoning Ordinance, including its findings and recommendations, to this President and Board of Trustees, and this President and Board

of Trustees has duly considered said report, findings, and recommendations.

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

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

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

- A. That the recommendation is to amend Section VIII.C.2 of the Zoning Ordinance to add "Golf Simulation Facility with Sales of Alcoholic and non-Alcoholic Beverages and pre-packaged food and snacks" to the list of special uses in the B-2 District.
- B. That the amendment described more fully in Section 3 hereof is consistent with the purpose and intent of the Zoning Ordinance.

Section 3: That Section VIII.C.2 of the Zoning Ordinance be and is hereby amended to add "Golf Simulation Facility with Sales of Alcoholic and non-Alcoholic Beverages and pre-packaged food and

snacks" as a special use in the B-2 District with the list of special uses being renumbered to maintain alphabetical order.

Section 4: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law. The Village Clerk is hereby directed and ordered to publish this Ordinance in pamphlet form.

PASSED this 14th day of November, 2016, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by the President of the Village of Burr Ridge on this 14th day of November, 2016.

Village President

ATTEST:

Village Clerk

ORDINANCE NO. A-834-____-16

AN ORDINANCE AMENDING THE VILLAGE CENTER PLANNED UNIT DEVELOPMENT ORDINANCE #A-834-10-05 TO ADD GOLF SIMULATION FACILITY WITH SALES OF ALCOHOLIC AND NON-ALCOHOLIC BEVERAGES AND PRE-PACKAGED FOOD AND SNACKS TO THE LIST OF SPECIAL USES IN THE B-2 BUSINESS DISTRICT

Z-11-2016: Text Amendment Village Center PUD (Portillo/Szczodry)

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

WHEREAS, said Plan Commission of this Village held a public hearing on the question of granting said text amendment on October 17, 2016 at the Burr Ridge Village Hall, at which time all persons desiring to be heard were given the opportunity to be heard; and

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

WHEREAS, the Village of Burr Ridge Plan Commission has made its report on the request for a text amendment to the Burr Ridge Zoning Ordinance, including its findings and recommendations, to this President and Board of Trustees, and this President and Board

of Trustees has duly considered said report, findings, and recommendations.

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

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

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

- A. That the recommendation is to amend the Village Center Planned Unit Development to add "Golf Simulation Facility with Sales of Alcoholic and non-Alcoholic Beverages and pre-packaged food and snacks" to the list of special uses in the B-2 District.
- B. That the amendment described more fully in Section 3 hereof is consistent with the purpose and intent of the Village Center Planned Unit Development.

Section 3: That the Village Center Planned Unit Development Ordinance is hereby amended to add "Golf Simulation Facility with Sales of Alcoholic and non-Alcoholic Beverages and pre-packaged food

and snacks" as a special use on the first floor of buildings one through seven.

Section 4: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law. The Village Clerk is hereby directed and ordered to publish this Ordinance in pamphlet form.

PASSED this 14th day of November, 2016, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by the President of the Village of Burr Ridge on this 14th day of November, 2016.

Village President

ATTEST:

Village Clerk

ORDINANCE NO. A-834-____-16

AN ORDINANCE GRANTING A SPECIAL USE PURSUANT TO THE BURR RIDGE
ZONING ORDINANCE TO PERMIT A GOLF SIMULATION FACILITY WITH
SALES OF ALCOHOLIC AND NON-ALCOHOLIC BEVERAGES AND PRE-
PACKAGED FOOD AND SNACKS(Z-11-2016: 440 Village Center Drive - Portillo/Szczodry)

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

WHEREAS, said Plan Commission of this Village held a public hearing on the question of granting said special use on October 17, 2016 at the Burr Ridge Village Hall, at which time all persons desiring to be heard were given the opportunity to be heard; and

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

WHEREAS, the Village of Burr Ridge Plan Commission has made its report on the request for a special use, including its

findings and recommendations, to this President and Board of Trustees, and this President and Board of Trustees has duly considered said report, findings, and recommendations.

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

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

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

- A. That the Petitioner for the special use for the property located at 440 Village Center Drive, Burr Ridge, Illinois, is Kenneth Portillo and Michael Szczodry (hereinafter "Petitioner"). The Petitioner requests special use approval as per Section VIII.C.2 of the Burr Ridge Zoning Ordinance and as per PUD Ordinance A-834-10-05 to permit a Golf Simulation Facility with Sales of Alcoholic and non-Alcoholic Beverages and pre-packaged food and snacks.
- B. That the business will primarily be an entertainment use that is consistent with other permitted uses in the Village Center.

- C. That this type of specialty business will attract customers to the Village Center and benefit the retail character of the Village Center.

Section 3: That special use approval to permit a Golf Simulation Facility with Sales of Alcoholic and non-Alcoholic Beverages and pre-packaged food and snacks *is hereby granted* for the property commonly known as 440 Village Center Drive and identified by the Permanent Real Estate Index Numbers (PIN) of: 18-30-300-039; 18-30-300-038; 18-30-300-048; 18-30-300-050; 18-30-300-058; 18-30-300-045; 18-30-300-047; 18-30-300-032; 18-30-300-037; 18-30-300-042; 18-30-300-044.

Section 4: That approval of this special use is subject to compliance with the following conditions:

- A. The store shall substantially comply with the submitted floor plan attached hereto as Exhibit A including the limitation to the size of the food and beverage service area.
- B. The use shall be limited to a golf simulation facility with sales of wine, beer, non-alcoholic beverages and pre-packaged food and snacks; and at no time shall there be sales of beer or wine to non-golf customers. The sales or service of hard liquor is specifically prohibited by this special use approval.
- C. The establishment must provide the sale of pre-packaged food such as cheese, meats and crackers at all times that service of wine and beer is provided.
- D. The special use permit shall be limited to Kenneth Portillo and Michael Szczodry and shall expire at such time that they no longer own and operate the business at 440 Village Center Drive.

E. There shall be no advertising of beer and wine sales visible through the storefront window.

Section 5: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law. The Village Clerk is hereby directed and ordered to publish this Ordinance in pamphlet form.

PASSED this 14th day of November, 2016, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by the President of the Village of Burr Ridge on this 14th day of November, 2016.

Village President

ATTEST:

Village Clerk

Architectural Floor Plan - Restaurant Layout

Dimensions:

- Overall Width: 63'-0" (19213mm)
- Overall Depth: 104'-0" (31604mm)
- Bar Area: 15' (4572mm) Bay Width
- Restroom Area: 15' (4572mm) Bay Width
- Lobby Area: 15' (4572mm) Bay Width

Room Labels:

- Restroom
- Bar
- Lobby

Key Features and Annotations:

- Bar:** 15' (4572mm) Bay Width. Includes bar stools and a counter.
- Restrooms:** Two restrooms, each 15' (4572mm) Bay Width. Includes stalls and sinks.
- Lobby:** 15' (4572mm) Bay Width. Includes a reception desk, seating, and a large open area.
- Lighting:** Various lighting fixtures are indicated, including recessed lighting, track lighting, and pendant lighting.
- Dimensions:** Numerous dimensions are provided for furniture placement, including 12' (3658mm), 15' (4572mm), 18' (5491mm), and 24' (7315mm).

***FOR CONCEPT USE**

DATE: April 26, 2016
REVISION NUMBER: 0
DRAWN BY: Kirtan Patel
CONTACT: Kirtan Patel

RESOLUTION NO. R-____-16

RESOLUTION AUTHORIZING WIRELESS COMMUNICATIONS SITE LEASE
WATER TOWER-7101 GARFIELD AVENUE
(MOTOROLA SOLUTIONS, INC.)

WHEREAS, Motorola Solutions, Inc. has proposed a Wireless Communications Site Lease to permit the installation of an antenna system on the top of the Village of Burr Ridge's water tower at 7101 Garfield Avenue and access to a portion of interior space on the ground of the property; and

WHEREAS, the proposed Wireless Communications Equipment will be used for emergency services, public safety and other government purposes, including the DuPage County Public Safety Agency, the Illinois State Police and other Illinois State Agencies, and any Federal, State, County, Municipality or other governmental body, including the Village of Burr Ridge; and

WHEREAS, the Corporate Authorities of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, (hereinafter the "VILLAGE") did consider a certain Wireless Communications Site Lease (hereinafter "LEASE") with Motorola Solutions, Inc. in that form attached hereto and made a part hereof as **EXHIBIT A**; and

WHEREAS, the Corporate Authorities of the VILLAGE have determined that it is in the best interests of said VILLAGE that said LEASE be entered into by the VILLAGE;

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: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: 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 and its residents that the aforesaid "Wireless Communications Site Lease" be entered into and executed by said

Village of Burr Ridge, with said LEASE to be substantially in the form attached hereto and made a part hereof as **EXHIBIT A.**

Section 3: That the President and Clerk of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, are hereby authorized to execute for and on behalf of said Village of Burr Ridge the aforesaid Lease.

Section 4: This resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

ADOPTED this 14th day of November, 2016, by omnibus vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by the Village President this 14th day of November, 2016.

Village President

ATTEST:

Village Clerk

Wireless Communications Site Lease

THIS WIRELESS COMMUNICATIONS SITE LEASE ("Lease") is made as of the 31th day of October, 2016 (the "Effective Date"), by and between the Village of Burr Ridge, as lessor ("Lessor"), and Motorola Solutions, Inc., a Delaware corporation, as lessee ("Lessee").

1. **PREMISES.** Lessor is the owner of that certain real property located at ____ 7101 Garfield Avenue, Burr Ridge, IL more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property"). Lessor hereby leases to Lessee certain portions of the Village Water Tower, located on the Property (the "Tower", inclusive of all existing equipment and attachments thereon), and a portion of interior space on the ground (collectively, the "Premises") located on the Property, together with a non-exclusive easement allowing Lessee, its employees, agents, representative, and assigns access to the Property as provided in Section 4 hereof. The Premises are more particularly described on Exhibit B attached hereto and incorporated herein by reference. Lessee shall have the right to use the Premises for the purpose of installing, removing, replacing, modifying, maintaining, and operating its communications equipment including the antennae and radios (including microwave antennae and radios); equipment cabinets; backup power sources (including batteries, generators and fuel storage tanks); and other associated equipment, fixtures, wiring, and cabling (collectively the "Communications Equipment") as identified in Exhibit B. The parties acknowledge that (a) the Communications Equipment will be owned by Lessee and (b) the Communications Equipment will be used for emergency services, public safety and other governmental purposes, including the DuPage County Public Safety Agencies, the Illinois State Police and other Illinois state agencies, and any federal, state, county, municipality or other governmental body, including any department or agency thereof.

2. **TERM OF LEASE.** The initial term (the "Term") of this Lease shall be five (5) years from the date of this Lease (the "Commencement Date") and expiring on the date which is five (5) years thereafter. Lessee shall have the right to extend the Term for five (5) successive one (1)-year terms (the "Renewal Terms") on the same terms and conditions. This Lease may be extended for each Renewal Term by Lessee if Lessee notifies Lessor of its intention to renew at least thirty (30) days prior to the expiration of the then current term.

3. **RENT AND COSTS.** Lessee shall pay Lessor Ten Dollars (\$10.00) and other good and valuable consideration as full consideration for the initial Term and all Renewal Terms of this Lease. Unless otherwise specified in this Lease, each party shall bear its own costs.

4. **ACCESS TO COMMUNICATION EQUIPMENT.** After the initial installation of the Communication Equipment, Lessor shall permit Lessee unrestricted access to the communications equipment located in the Property and Premises seven (7) days a week, twenty-four (24) hours a day, three hundred sixty-five (365) days a year. Lessor shall not have access to the Communications Equipment without a representative of Lessee being present. Access to the interior of the Tower is allowed at the Lessee's request, under the supervision of Lessor. Whenever exercising the right to access the interior of the Tower, Lessee agrees to notify Lessor in writing at least three (3) days prior thereto of their intent to access the Tower interior, except when emergency access is required. It is agreed that only authorized engineers, employees or properly authorized contractors of Lessee or persons under their direct supervision will be permitted to enter said Premises or upon said Tower.

5. **INSURANCE.**

a.) Lessor shall carry Commercial General Liability insurance with respect to the Building during the Lease Term for \$1,000,000 per occurrence and \$2,000,000 annual aggregate for Bodily Injury, Personal Injury and Property Damage Liability, and shall further carry commercial property insurance and shall

insure the Property and the Premises during Term and any Renewal Terms for the full replacement value against loss or damage due to fire and other casualties covered within the classification of fire and extended coverage, vandalism coverage and malicious mischief, sprinkler leakage, water damage and special extended coverage. Additionally, at the option of Lessor, such insurance coverage may include the risks of earthquakes and/or flood damage, terrorist acts and additional hazards, a rental loss endorsement and one or more loss payee endorsements in favor of the holders of any mortgages or deeds of trust encumbering the interest of Lessor in the Building or the ground or underlying lessors of the Property or the Premises, or any portion thereof. Lessor will carry statutory Worker's Compensation and Employer's Liability coverage in an amount of \$1,000,000 per accident.

The minimum limits of policies of insurance required of Lessor under this Lease shall in no event limit the liability of Lessor under this Lease. Such insurance shall: (i) name Lessee as an additional insured and provide that said insurance shall not be canceled unless thirty (30) days' prior written notice shall have been given to lessee. Evidence of Lessor's insurance hereunder shall be verified by issuance of a Certificate of Insurance to Lessee.

b.) Lessee shall maintain the following coverages in the following amounts.

Commercial General Liability Insurance covering the insured against claims of bodily injury, personal injury and property damage arising out of Lessee's operations, assumed liabilities or use of the Premises, including Contractual Liability covering the insuring provisions of this Lease and the performance by Lessee of the indemnity agreements set forth in Section 6 of this Lease, for limits of liability not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate for Bodily Injury, Personal Injury and Property Damage Liability.

Physical Damage Insurance covering (i) all furniture, trade fixtures, equipment, merchandise and all other items of Lessee's property on the Premises installed by, for, or at the expense of Lessee, (ii) any Lessee improvements, including any improvements which Lessor permits to be installed above the ceiling of the Premises or below the floor of the Premises, and (iii) all other improvements, alterations and additions to the Premises, including any improvements, alterations or additions installed at Lessee's request above the ceiling of the Premises or below the floor of the Premises. Such insurance shall be written on an All Risk of "physical loss or damage" basis

Statutory Workers' compensation insurance and Employer's Liability coverage in an amount of \$1,000,000 per accident.

The required limits of policies of insurance required of Lessee under this Lease shall in no event limit the liability of Lessee under this Lease. Such insurance shall include Lessor as an additional insured with regard to the general liability policy and provide that said insurance shall not be canceled unless thirty (30) days' prior written notice shall have been given to Lessor by the Lessee. Evidence of Lessee's insurance hereunder shall be verified by issuance of a Certificate of Insurance to Lessor after execution of this Lease and at policy renewal during the term of the Lease .

The Lessee shall require subcontractors, if any, not protected under the contractor's policies to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the Lessee. Any insurance provided by Lessee, or any of Lessee's subcontractors, shall be primary to any insurance of the Lessor, and the certificates of insurance, as required above, shall so state.

6. INDEMNIFICATION. Lessee will indemnify and hold Lessor harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Lessor to the extent it is caused by any act or omission of Lessee, its subcontractors, or their employees or agents, arising out of the use or occupancy of the Property, Premises or Tower under this Lease, if Lessor gives Lessee prompt, written notice of any the claim or suit. Lessor will cooperate with Lessee in its defense or settlement of the claim or suit, excepting, however such claims or damages as may be due to or caused by the acts or omissions of the other Party. Lessee agrees to assume all liability and to hold Lessor harmless for any damage to the Tower, Premises or Property or for any compromise of the structural integrity of the Tower (and any existing attachments or equipment) which may result from the Lessee's use of the Tower. This section, and those separate, express provisions herein regarding Lessee's liabilities and responsibility under this Lease, set forth the full extent of Lessee's general

indemnification of Lessor from liabilities that are in any way related to Lessee's performance under this Lease.

7. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES AND LIMITATION OF LIABILITY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LEASE, EACH PARTY WAIVES THE RIGHT TO RECOVER INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), PUNITIVE, AND EXEMPLARY DAMAGES, AND EXCEPT FOR PERSONAL INJURY OR DEATH, EACH PARTY'S TOTAL LIABILITY, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, INDEMNIFICATION OR OTHERWISE, WILL BE LIMITED TO THE DIRECT DAMAGES RECOVERABLE UNDER LAW. This

limitation of liability provision survives the expiration or termination of this Lease and applies notwithstanding any contrary provision.

8. NON-INTERFERENCE. The Communications Equipment and the use thereof shall not interfere with the use of any other communication or similar equipment of any kind and nature owned or operated by the Lessor or other tenants or licensees on the Property existing as of the time of the Commencement Date. After the Commencement Date, Lessor agrees not to install or allow installation of new equipment on the Premises if such equipment causes interference with Lessee's operations at the time of installation. All interference claims shall be settled in accordance with the then prevailing interference rules and regulations promulgated by the FCC and shall not be in violation of any of Lessor's existing obligations to any current tenants or licensees on the Property, under any lease or agreement. . In the event Lessee's equipment causes such interference, and after notice to Lessee of such interference, Lessee has the option to take all steps necessary to correct and eliminate the interference. In the event such interference cannot be eliminated, either Lessor or Lessee shall have the right and option to terminate this Site Lease upon thirty (30) days written notice to the other. LESSOR agrees that LESSOR and/or any other tenants of the Premises who begin any further or new operations on the Premises after the date of this Site Lease will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference to the existing Communication Equipment of Lessee.

Lessor affirmatively covenants that except for acts of God, neither Lessor nor its employees, agents, representatives, invitees, other tenants or licensees shall cause or allow others to cause interruption of electrical power or interruption of telephone service to the Communication Equipment. Lessor agrees to allow Lessee to conduct intermodulation studies prior to Lessor allowing installation of new equipment on the Premises to determine if such equipment may cause interference with Lessee's operations.

9. UTILITIES. Lessee shall be entitled to install any utilities and services required for the Communication Equipment. Lessor shall provide Lessee with such reasonable assistance as is necessary to enable Lessee to arrange for such utilities and services, including signing any easement or other instrument reasonably required by the utility company without cost to the Lessor. Lessor represents that utilities required for Lessee's use of the Premises are available, and Lessor shall not be required to pay any share of such utilities and services as are used for the Communication Equipment. All electricity and any other utility services used by Lessee to operate the Communications Equipment will be paid by Lessee, including submetering and any other common utility services directly used by Lessee to operate the Communications Equipment.

10. IMPROVEMENTS; REMOVAL OF COMMUNICATION EQUIPMENT. Lessee may, at its sole cost and expense, make such improvements to the Premises as it deems necessary for the operation of the Communication Equipment. Lessee agrees to prepare or cause to be prepared plans for the installation and construction of the Communication Equipment which include engineering preparation and certification of those structural and foundation analyses, soil boring testing, profile, attachment, hardware, specifications and site drawings as are necessary and proper to ensure the structural integrity and secure installation of any of the Communication Equipment. All attachments to the Tower shall be painted to match the color of the Tower and no materials may be used in the installation of the antennae or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances. Lessee agrees to submit the plans for such improvements to Lessor prior to any installation or construction activities on the Property and Lessor agrees to cooperate with Lessee in the

expeditious review and approval of such documentation. The plans should include a statement from a registered engineer prior to and following construction stating that the methods are consistent with accepted engineering standards and will not interfere with the Lessor's use of the Tower, or the use of the Tower by any other existing lessee or tenant. Lessee shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement; provided, however, the number of antennae on the Tower is not to increase without Lessor's review and consent (which will not be unreasonably withheld) and further provided that any repair, modification, or replacement of the Communication Equipment shall not increase the burden on Lessor's property rights, or materially interfere with any of Lessor's obligations to any existing tenant or user of the Tower as provided at Section 8 above. The increase in burden or material interference includes access to the Tower and the wind or weight loading of the Tower. Lessee agrees to provide revised structural analysis for any modification that is not in-kind replacement in accordance with the approved plan documents in EXHIBIT B. The Lessee shall assume all liability and agrees to hold Lessor harmless for any damage to the Tower or compromise of the structural integrity of the Tower (and any existing attachments or equipment) which may result from the Lessee's use of or activities on the Tower. Lessee agrees to notify Lessor prior to any welding or structural attachments to the Tower. Following such notice Lessor will complete a pre-construction inspection of the work and Tower. Similarly, Lessee will notify the Lessor following the completion of any such work and request a post-work inspection. Lessee agrees to bear the full costs of the pre and post inspection work, and assume full responsibility for any damage and necessary repairs resulting to the Tower.

Lessor agrees to provide available information concerning the tower and any existing antenna which may relate to the tower and existing antennae which information relates to engineering drawings to be prepared including but not limited to soil borings structural integrity studies prior to the Lessee's engineering and design work begins and to cooperate with the said engineer.

The parties agree to promptly cooperate with each other in plan submission and any reviews and approvals. The Village shall identify its engineering consultant and set forth its review process upon execution of this agreement, the Lessee shall identify its subcontractor and engineering consultant being used upon execution of the agreement.

Lessor agrees to cooperate with Lessee, at Lessee's expense, in obtaining any required permits or zoning approvals. The Communication Equipment is and shall remain the property of Lessee; and upon the expiration or earlier termination of this Lease, Lessee shall, at Lessee's sole cost and expense, remove the Communication Equipment and restore the Property and Premises to its original condition or better. To the extent required by law, Lessee will ensure that all improvement work completed on behalf or for the use of the Lessee, by Lessee or any of its contractors shall be performed at not less than the prevailing hourly rate pursuant to the Illinois Prevailing Wage Act 820 ILCS 130, et seq. If Lessee's employees will not be performing any work under the Lease to which the Prevailing Wage Schedule applies, Lessee will impose the prevailing wage requirement on all contractors and their subcontractors performing applicable work under the Lease.

11. MAINTENANCE. Lessee shall be solely responsible for maintenance, good repair and slight condition of the Communication Equipment. Lessor shall be responsible for repairing and maintaining all other portions of the Property in safe operating condition, and in compliance with all applicable laws.

12. HAZARDOUS SUBSTANCES. Lessor represents and warrants that it has no knowledge of any pre-existing environmental contamination on or about the Property or any substance, or chemical, or waste on the Property that is identified in any applicable state, federal or local law or regulation as being hazardous, toxic, or dangerous. Notwithstanding such, it shall be responsibility of the Lessee under the Due Diligence provision in Section 23 to assess whether the environmental condition of the Property is suitable for the Lessee's purposes. Lessor shall not introduce or allow any other tenant or licensee to introduce any such substance or chemical or waste onto the Property in violation of applicable law. Lessee shall not introduce any such substance or chemical or waste onto the Property in violation of

applicable law.

13. COMPLIANCE WITH LAWS. Lessor shall comply with all applicable local, state, and federal government laws, codes and regulations, relating to the Property, including without limitation FAA, FCC, NEPA, occupational health and safety, environmental, and electromagnetic (EME) requirements, and applicable requirements of the Americans with Disabilities Act. Lessee shall comply with all applicable local, state, and federal government laws, codes and regulations, relating to the Communications Equipment, including without limitation FAA, FCC, NEPA, occupational health and safety, environmental, and electromagnetic (EME) requirements, and applicable requirements of the Americans with Disabilities Act. To the extent any lighting, marking and/or painting is required by law by virtue of the installation of Lessee's equipment (including the antennae), Lessee agrees to comply with such lighting, marking and/or painting requirements at Lessee cost and expense. Further, the Lessor agrees to take prompt corporate action to approve this Lease.

14. TAXES. It is understood Lessor is a tax exempt entity and there should be no real estate taxes due to its tax exempt ownership and use of the Property, or use of the Property for tax exempt purposes. If the Property, or any portion or leasehold interest thereon, becomes subject to real estate taxation due to some action of the Lessor, or its agents, assigns or lessees or due to some other user (other than Lessee), the Lessor shall pay when due any such real estate tax amounts. If the Property or any portion or leasehold interest thereon, created by this Site Lease, becomes subject to real estate taxation due to this Site Lease, actions of the Lessee or the fact that Lessee owns or is operating equipment on the Property, the Lessee shall pay when due any such real estate tax amounts.

15. ASSIGNMENT. This Lease shall not be assigned by Lessee except that Lessee may from time to time with notice to and with the approval of Lessor transfer rights and obligations or grant licenses for the Premises to a parent, subsidiary, or other affiliate of Lessee, or to any successor in interest or entity acquiring fifty-one percent (51%) or more of Lessee's stock or assets, or an entity to which Lessee sells, assigns or transfers the Premises or its interest in this Agreement (or portion thereof) in connection with the sale, merger, asset transfer or transfer of a business group or division of Lessee. In the event of such a permitted transfer, this Lease shall continue as a direct lease between Lessor and the permitted transferee, and the original Lessee shall be released from any and all future liability hereunder. Lessor's approval of Lessee's assignment under this Section 15 shall not be unreasonably withheld. Lessee is not authorized to lease any space on the Premises, Property and/or Tower to other tenants, lessees or licensees who may be engaged in the business of telecommunications (hereinafter "Other Tenants").

16. WAIVER OF LESSOR'S LIEN RIGHTS. Lessor agrees that it does not have any lien rights in Lessee's personal property or the Communications Equipment.

17. TERMINATION PRIOR TO EXPIRATION. This Lease may be terminated without further liability by the nondefaulting party upon forty-five (45) days' prior written notice to the other party upon a default of any material covenant or term hereof by the other party which is not cured within forty-five (45) days of receipt of written notice of default; or, if such default is not curable within forty-five (45) days, if the defaulting party fails to commence such cure within forty-five (45) days or fails thereafter diligently to prosecute such cure to completion; provided that the cure period for any monetary default shall be thirty (30) days from receipt of notice. This Lease may also be terminated by Lessee on at least forty-five (45) days' prior written notice to Lessor if (i) Lessee is unable to obtain any requisite permit or authorization or any such permit or authorization is subsequently canceled, withdrawn, terminated, revoked, or not renewed; (ii) Lessee does not obtain from any third party any easement necessary to the installation, access, operation, maintenance, or removal of the Communications Equipment; (iii) any physical equipment or electronic emissions materially interfere with the operation of the Communication Equipment; or (iv) authorization to operate, maintain or integrate the communications network in which the Communications Equipment is a part is superseded or terminated by state or federal authority. This Lease may be terminated by Lessee without further liability upon delivery of written notice to the Lessor if Lessee determines that Lessor did not on the Commencement Date have ownership of the Property or

authority to enter into this Lease. If termination of this Lease is due to a default by Lessor, or due to a failure of Lessor's ownership or authority as recited in the preceding sentence of this section, upon termination, Lessor shall return to Lessee any unearned Rent previously delivered to Lessor. Lessee may also terminate this Lease at any time by delivering to Lessor written notice of termination, which shall be effective Sixty (60) days after it is received by Lessor.

18. CASUALTY OR CONDEMNATION.

a) Casualty. If there is a casualty to the tower where the Communications Equipment is located, Lessee may immediately erect on an unused portion of the Property, a temporary communications facility, while Lessor makes repairs, which temporary facility shall be removed by the Lessee after completion of the repairs. In the event such repairs or restoration are not completed within ninety (90) days, Lessee may elect to terminate this Lease by so notifying Lessor in writing, in which event any prepaid fees shall promptly be refunded to Lessee. The erection and removal of the temporary facility shall be exclusively at the expense of the Lessee, the Lessor shall not be obligated to the Lessee for any other damages for Lessee's termination of the Lease because of Lessor's failure to timely commence or complete repairs to the tower.

b) Condemnation. If there is a condemnation of the Premises, then this Lease will terminate upon transfer of title to the condemning authority, without further liability to either party except for Lessor's obligation to reimburse Lessee for any prepaid fees. Lessee is entitled to pursue a separate condemnation award from the condemning authority. Lessor shall notify Lessee in writing within ten (10) days after it receives notice of any actual or contemplated condemnation proceedings.

19. NOTICES. Any notice or demand required to be given herein shall be made by reliable overnight courier to the address of the respective parties set forth below and shall be deemed given on the date delivery is received or refused, as follows:

To Lessee, notices shall be sent to:

Motorola Solutions, Inc.
Attention: Lisa Wilkins
1301 E. Algonquin Road

Room 0437
Schaumburg, IL 60196

and

Motorola Solutions, Inc.
Global Real Estate Counsel
Chief Administrative Office
500 West Monroe, Suite 4300
Chicago, IL 60661

To Lessor, notices shall be sent to:

Steven S. Stricker
Village Administrator
Village of Burr Ridge
7660 S. County Line Road
Burr Ridge, IL 60527

With a copy to:

Klein, Thorpe & Jenkins, Ltd.
20 N. Wacker Dr.
Suite 1660
Chicago, IL 60606

Either party may change its address by giving the other notice of a new address in accordance with the terms of this section. All payments to Lessor required hereunder shall be sent to the address specified for Lessor above.

20. TITLE AND QUIET ENJOYMENT. Lessor represents, warrants and agrees (i) that Lessor is the owner in fee of the Property and Premises; (ii) that the person signing this Lease has the authority to execute it on behalf of Lessor; (iii) that Lessee shall have access to and quiet enjoyment of the Property and Premises at all times throughout the initial Term of this Lease and any Renewal Term, so long as Lessee is not in default beyond the expiration of any applicable cure period; (iv) that Lessor will not have unsupervised access to the Communication Equipment on the Premises; (v) that the Property; (a) abuts a public right-of-way over which practical access is possible, or (b) is accessible over easements appurtenant to such site; and (vi) that Lessor's making of this Lease and the performance thereof will not violate any zoning or other laws, ordinances, restrictive covenants or the provision of any mortgage[^] lease or other agreements under which Lessor is bound and which restricts itself in any way with respect to the use or disposition of the Property.

21. RECORDATION. Neither this Lease, nor any memorandum or other summary version thereof, shall be recorded.

22. IDENTIFICATION OF PARTIES. References to Lessee herein shall include Lessee's transferee's, successors, and assigns. References to Lessor herein shall include Lessor's transferee's, successors, and assigns.

23. CONTINGENCY FOR DUE DILIGENCE. Lessee shall ninety (90) days have from the date of this Lease to conduct a due diligence examination of all factors affecting the Property and to satisfy itself in its sole discretion that the Property is suitable for Lessee's intended use. Within three (3) business days from the date of this Lease, Lessor shall furnish Lessee with the legal description, coordinates, address or location and real estate tax numbers, if available, for the Property as well as copies of any title policies or searches, surveys or site drawings (including those dealing with utility or access easements), any Prime Lease or Ground Lease, including all amendments, current users of the Property and all broadcast frequencies and any studies dealing with structural, RF, engineering or environmental, NEPA or EME matters, as well as other documentation reasonably requested by Lessee. Lessor shall also allow Lessee's personnel or its contractors to visit and investigate the Property and perform structural, engineering and environmental evaluations and tests. Lessor shall use its best efforts to obtain from the holder of any mortgage or deed of trust ("Mortgagee") a non-disturbance agreement in a form provided by or otherwise acceptable to Lessee. In the event Lessee is not satisfied with the Property or Lessee does not receive non-disturbance agreements from all Mortgagees Lessee shall have the right to terminate this Lease by so notifying Lessor in writing on or before the Commencement Date, in which event all funds paid by Lessee shall be returned to Lessee.

24. DISPUTE RESOLUTION. Lessor and Lessee shall attempt to settle any claim or controversy arising out of this Lease (except for a claim relating to intellectual property or breach of confidentiality) through consultation and negotiation in the spirit of mutual friendship and cooperation. Such shall not be construed to affect adversely the rights of either party under the doctrines of laches, waiver or estoppel. Nothing in this section shall prevent either party from resorting to judicial proceedings if: (A) good faith efforts to resolve a dispute under these procedures have been unsuccessful; or (B) interim resort to a court is necessary to prevent serious and irreparable injury to a party or to others.

25. CONFIDENTIALITY. During the term of this Lease, the parties may provide each other with Confidential information. Subject to the requirements of Illinois Open Meetings Act, 5 ILCS 120/1 et seq., the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and the Illinois Local Records Act, 50 ILCS 205/1, et seq., Each Party will: maintain the confidentiality of the other Party's Confidential Information (as defined below) and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential

Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Lease. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Lease. For purposes of this Lease, "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Lease, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Lease; or is explicitly approved for release by written authorization of the disclosing Party. This Lease and all of its terms shall be deemed Confidential Information^ except Lessee may give a copy of this Lease to the State of Illinois, the Illinois State Police and any federal, state, county, municipality or other governmental body, including any department or agency thereof. This confidentiality provision survives the expiration or termination of this Lease.

ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on or in any way related to, the Premises, unless such conditions or concerns are caused by the activities of the LESSEE.

b. LESSOR shall hold LESSEE harmless and indemnify the LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities and liability (for payment of penalties, sanctions, forfeitures, losses, costs or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to : (a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by the LESSEE; and (b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Premises or activities conducted thereon, unless such environmental conditions are caused by the LESSEE.

c. LESSEE will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect that are or were in any way related to activity now conducted in, on, or in any way related to the Premises if such conditions or concerns are caused by the activities of the LESSEE.

d. LESSEE shall hold LESSOR harmless and indemnify the LESSOR from and

assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities and liability (for payment of penalties, sanctions, forfeitures, losses, costs or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: (i) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, when such compliance results from conditions caused by the LESSEE; and (ii) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Premises or activities conducted thereon, when such environmental conditions are caused by the LESSEE

e. LESSEE indemnifies LESSOR and agrees to hold LESSOR harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against LESSOR for, with respect to, or as a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge emission, discharging or release from the Premises or into or upon the Water Tower Site or any land, the atmosphere, or any watercourse, body of water or wetland, of any hazardous material (as that term is defined under applicable federal and state laws) ("Hazardous Materials") (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under applicable environmental laws) caused by or in the control of LESSEE.

f. LESSOR indemnifies LESSEE and agrees to hold LESSEE harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against LESSEE for, with respect to, or as a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises or any other areas under LESSOR's control into or upon the Premises or any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Materials (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under applicable environmental laws) caused by or in the control of LESSOR.

26. SEVERABILITY. If any one or more of the provisions of this Lease shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Lease and shall in no way affect the validity of the remaining provisions of this Lease. No waiver by any party hereto of a breach of any provision of this Lease shall constitute a waiver of any preceding or succeeding breach of the same or any other provision hereof.

27. BROKERS. Lessor and Lessee each represents to the other that he, she or it did not deal with any broker or other person who may be entitled to a commission as a result of the transaction contemplated by this Lease.

28. APPLICABLE LAW. This Lease shall in all respects be governed by the laws of the State in which the Property is located, without regard to its conflicts of law principles. Venue for all enforcement purpose shall lie in the Circuit Court of the Eighteenth Judicial Circuit, Wheaton, DuPage County, Illinois, for state claims and the District Court for the Northern District of Illinois, at Chicago, Illinois, for federal claims.

29. COUNTERPARTS; FACSIMILE SIGNATURES. This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A copy of this Lease bearing the signature of a party which is transmitted by facsimile shall have the same legal effect as the personal delivery of a copy of this Lease bearing an original signature.

30. **NON-BINDING UNTIL FULLY EXECUTED.** The parties agree that this Lease shall not be binding on either party unless and until it is fully executed by both parties. If this Lease is signed by only one party, it shall merely constitute an offer to lease.

31. **Modular Building** - Lessee agrees to provide its own modular building as more particularly set forth in Exhibit D ("Modular Building") attached hereto. Lessee hereby releases Lessor for any claims, causes of action, damages, injuries, losses, liabilities, expenses or costs of any kind relating to or arising from the Modular Building or Lessee's use of the Modular Building.

32. **ENTIRE AGREEMENT; AMENDMENTS.** This Lease, together with the Exhibits attached hereto, constitutes the entire understanding and agreement of the parties with respect to its subject matter; and there are no representations, promises or agreements between the parties except those found in this Lease; and any and all prior agreements, understandings or representations with respect to its subject matter, whether written or oral, are hereby canceled in their entirety and are of no further force or effect. Any amendments to this Lease must be in writing and executed and delivered by both parties.

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LESSOR:

VILLAGE OF BURR RIDGE

By: _____

Title: _____

LESSEE:

MOTOROLA SOLUTIONS, INC.

By: Star Kyle

Title: STARCOM21 System MANAGER

**VILLAGE OF BURR RIDGE
2016 PROPOSED TAX LEVY AND RATES**

	\$1,008,782,227	2015 Actual EAV		
	\$1,069,309,161	2016 Estimated EAV		
	2.00%	<i>Increase In Value</i>		
	4.00%	<i>New Construction</i>		
	6.00%	<i>Total</i>		
<u>Fund</u>		<u>Levy Amount</u>	<i>(1)</i> <u>Extended Amount</u>	<u>Extended Rate</u>
Corporate	60%	\$236,799	\$243,903	0.0228
Police Protection	40%	\$157,866	\$162,602	0.0152
Police Pension		\$757,974	<i>(2)</i> \$780,713	0.0730
Subtotal		\$1,152,639	\$1,187,218	0.1110
Bond & Interest		\$0	<i>(3)</i> \$0	0.0000
Total		\$1,152,639	\$1,187,218	0.1110

<i>Estimated Limiting Rate, exclusive of Debt Service</i>	<i>0.1110</i>
<i>Total Dollar Amount Increase Over Last Year</i>	<i>\$53,348</i>
<i>Total Percentage Increase Over Last Year</i>	<i>4.70%</i>

The Truth in Taxation Law requires that a public hearing be held if the levy request exceeds 5%.

(1) 3% extension for loss and cost

(2) Based on an independent actuarial valuation dated April 30, 2016

(3) Required Debt Service of the 2003 General Obligation Bonds

VILLAGE OF BURR RIDGE
LAST YEAR'S TAX LEVY ESTIMATED VS. ACTUAL

EAV	2015 Estimated		2015 Actual		Variance	
Cook	377,212,125		346,073,266		(31,138,859)	
Du Page	686,978,338		662,708,961		(24,269,377)	
Total	1,064,190,463		1,008,782,227		(55,408,236)	
Multiplier			2.6685			
Levy (Extended)	Request	Rate	Final	Rate	Request	Rate
Corporate	\$276,991	0.0260	\$271,362	0.0269	(\$5,629)	0.0009
Police Protection	\$184,660	0.0174	\$180,572	0.0179	(\$4,088)	0.0005
Police Pension	\$697,784	0.0656	\$681,936	0.0676	(\$15,848)	0.0020
Subtotal	\$1,159,435	0.1089	\$1,133,870	0.1124	(\$25,565)	0.0034
Debt Service	\$520,655	0.0489	\$520,655	0.0516	\$0	0.0027
Total	\$1,680,090	0.1579	\$1,654,525	0.1640	(\$25,565)	0.0061

Village	County	Increase over Last Year			
Village Levy Estimate	County Levy Final	Estimate	Final	Difference	
\$1,159,435	\$1,133,870	17.84%	15.24%	2.60%	2015
\$1,151,054	\$1,106,354	5.50%	1.41%	4.10%	2014
\$1,115,634	\$1,090,997	5.70%	3.37%	2.33%	2013
\$1,095,236	\$1,055,423	7.00%	3.12%	3.89%	2012
\$1,038,316	\$1,023,538	5.53%	4.03%	1.50%	2011
\$1,040,110	\$983,928	9.77%	3.84%	5.93%	2010
\$1,006,656	\$947,523	7.00%	0.72%	6.29%	2009
\$1,001,846	\$940,762	16.30%	9.21%	7.09%	2008
\$957,048	\$861,433	14.48%	3.04%	11.44%	2007
\$873,471	\$836,024	10.50%	5.76%	4.74%	2006
\$827,040	\$790,462	10.33%	5.45%	4.88%	2005
\$780,359	\$749,592	8.92%	4.63%	4.29%	2004
\$703,967	\$716,439	7.45%	9.35%	-1.90%	2003
\$678,606	\$655,161	6.62%	2.94%	3.68%	2002
\$643,021	\$636,473	8.43%	7.33%	1.10%	2001
\$599,064	\$593,004	7.58%	6.49%	1.09%	2000
\$562,239	\$556,856	6.56%	5.54%	1.02%	1999
\$532,449	\$527,615	6.69%	5.72%	0.97%	1998
\$508,475	\$499,083	8.37%	6.37%	2.00%	1997
\$473,282	\$469,197				1996

**VILLAGE OF BURR RIDGE
PROPERTY TAX AND EAV HISTORY**

Tax Levy Year	Cook	Du Page	Total	% Inc Over Prior Year	Extended Levy	Rate	Multiplier
1988	60,599,201	130,138,962	190,738,163	17.55%	445,564	0.2336	1.9266
1989	69,333,164	160,457,565	229,790,729	20.47%	572,321	0.2491	1.9133
1990	105,319,193	194,321,477	299,640,670	30.40%	506,847	0.1692	1.9946
1991	110,095,340	212,143,002	322,238,342	7.54%	714,579	0.2218	2.0523
1992	114,712,016	240,200,028	354,912,044	10.14%	719,190	0.2026	2.0897
1993	128,883,216	250,370,410	379,253,626	6.86%	735,867	0.1940	2.1407
1994	137,291,988	266,524,335	403,816,323	6.48%	772,441	0.1913	2.1135
1995	143,852,444	286,211,929	430,064,373	6.50%	817,822	0.1902	2.1243
1996	151,373,130	310,436,101	461,809,231	7.38%	967,098	0.2094	2.1517
1997	149,949,137	336,013,763	485,962,900	5.23%	1,026,402	0.2112	2.1489
1998	155,108,407	365,223,881	520,332,288	7.07%	527,615	0.1014	2.1799
1999	171,691,518	390,588,498	562,280,016	8.06%	556,656	0.0990	2.2505
2000	172,793,015	423,192,619	595,985,634	5.99%	593,004	0.0995	2.2235
2001	187,425,550	463,366,515	650,792,065	9.20%	636,473	0.0978	2.3098
2002	238,720,224	504,113,967	742,816,191	14.14%	655,161	0.0882	2.4689
2003	255,230,890	571,114,365	826,345,255	11.24%	716,439	0.0867	2.4689
2004	278,030,064	626,184,630	904,214,694	9.42%	749,592	0.0829	2.5757
2005	352,733,644	676,515,964	1,029,249,608	13.83%	1,042,022	0.1012	2.7320
2006	353,990,871	734,584,276	1,088,575,147	5.76%	1,338,339	0.1229	2.7076
2007	377,379,120	768,144,995	1,145,524,115	5.23%	1,362,648	0.1190	2.8439
2008	495,049,432	818,865,740	1,313,915,172	14.70%	1,440,577	0.1096	2.9786
2009	489,497,571	822,862,623	1,312,360,194	-0.12%	1,445,638	0.1102	3.3701
2010	475,844,220	777,570,285	1,253,414,505	-4.49%	1,484,643	0.1184	3.3000
2011	384,726,815	729,027,165	1,113,753,980	-11.14%	1,531,388	0.1375	2.9706
2012	358,104,485	684,805,079	1,042,909,564	-6.36%	1,564,773	0.1500	2.6621
2013	339,611,625	645,044,287	984,655,912	-5.59%	1,606,396	0.1631	2.8056
2014	355,860,495	648,092,772	1,003,953,267	1.96%	1,627,199	0.1621	2.7253
2015	346,073,266	662,708,961	1,008,782,227	0.48%	1,654,525	0.1640	2.6685
2016 Est.	366,837,662	702,471,499	1,069,309,161	6.00%	1,187,218	0.1110	2.6685

EAV Trends		% Increase	Rate
2005 Actual EAV	1,029,249,608	9.42%	0.1012
2006 Increase-Value	39,492,150	3.84%	
2006 Increase-New Construction	18,437,341	1.79%	
2006 Increase-Annexation	1,396,048	0.14%	
2006 Actual EAV	1,088,575,147	9.42%	0.1229
2007 Increase-Value	40,556,205	3.73%	
2007 Increase-New Construction	14,436,521	1.33%	
2007 Increase-Annexation	1,956,242	0.18%	
2007 Actual EAV	1,145,524,115	13.83%	0.1190
2008 Increase-Value	115,122,740	10.05%	
2008 Increase-New Construction	52,715,621	4.60%	
2008 Increase-Annexation	552,696	0.05%	
2008 Actual EAV	1,313,915,172	5.76%	0.1096
2009 Increase-Value	(58,724,879)	-5.13%	
2009 Increase-New Construction	57,169,901	4.99%	
2009 Increase-Annexation	0	0.00%	
2009 Actual EAV	1,312,360,194	-0.14%	0.1102
2010 Increase-Value	(67,015,492)	-5.10%	
2010 Increase-New Construction	8,069,803	0.61%	
2010 Increase-Annexation	0	0.00%	
2010 Actual EAV	1,253,414,505	-4.49%	0.1184
2011 Increase-Value	(157,903,890)	-12.03%	
2011 Increase-New Construction	15,720,595	1.20%	
2011 Increase-Annexation	2,522,770	0.19%	
2011 Actual EAV	1,113,753,980	-10.64%	0.1375
2012 Increase-Value	(77,524,098)	-5.18%	
2012 Increase-New Construction	6,679,682	0.53%	
2012 Increase-Annexation	0	0.00%	
2012 Actual EAV	1,042,909,564	-10.64%	0.1500
2013 Increase-Value	(63,265,422)	-5.05%	
2013 Increase-New Construction	4,063,710	0.32%	
2013 Increase-Annexation	948,060	0.08%	
2013 Actual EAV	984,655,912	-4.65%	0.1631
2014 Increase-Value	9,103,172	0.82%	
2014 Increase-New Construction	7,570,747	0.68%	
2014 Increase-Annexation	2,623,436	0.24%	
2014 Actual EAV	1,003,953,267	1.73%	0.1621
2015 Increase-Value	(4,730,710)	-0.45%	
2015 Increase-New Construction	7,589,874	0.73%	
2015 Increase-Annexation	1,969,796	0.19%	
2015 Actual EAV	1,008,782,227	0.46%	0.1640
2016 Increase-Value	20,175,645	2.00%	
2016 Increase-New Construction	40,351,289	4.00%	
2016 Increase-Annexation	0	0.00%	
2016 Estimated EAV	1,069,309,161	6.00%	0.1110

**VILLAGE OF BURR RIDGE
TAX LEVY LIMITING RATE CALCULATION**

2015 Final Base Aggregate Extension (Extension - Debt)				<u>\$1,133,870</u>
Increased by the:				
2015 Consumer Price Index Cost of Living	0.7%	x	1.007	<u>\$1,141,807</u>
Divided by the:				
2015 EAV Increased by the:	\$1,008,782,227			
2016 Estimated EAV Increase in Value Only)		x	2.00%	<u>\$1,028,957,872</u>
2016 Limiting Rate (per \$100 of assessed valuation)				<u><u>0.1110</u></u>

**VILLAGE OF BURR RIDGE
TAX LEVY CALCULATIONS FOR TRUTH IN TAXATION**

2015 Total Tax Extension: <i>(Including Debt)</i>	\$1,654,525
2015 Debt Service:	<u>\$520,655</u>
Subtotal: <i>(Removal of Debt Service)</i>	\$1,133,870
2015 Additional Abatements: <i>(Non-Debt)</i>	<u>N/A</u>
2015 Total Aggregate Extension: <i>(Include General & Special Purposes, Abatements and No Debt)</i>	<u>\$1,133,870</u>
Addition of 105% to Total Aggregate Extension: <i>(Include General & Special Purposes, Abatements and No Debt)</i>	<u>\$1,190,564</u>

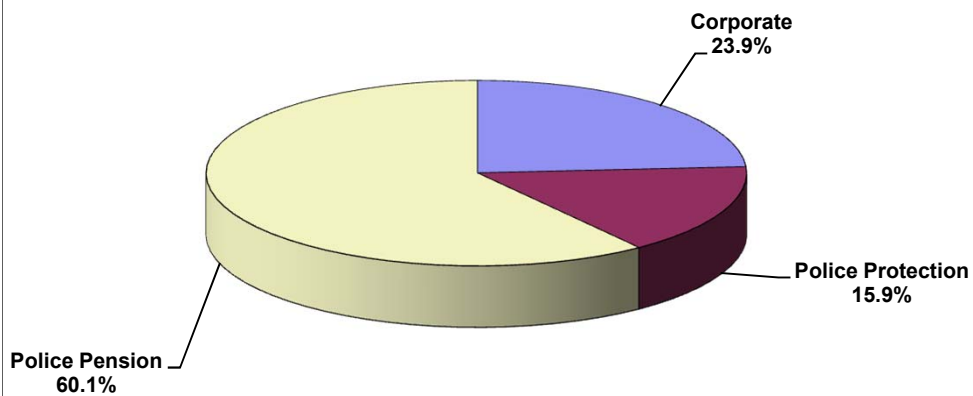
* 2016 Tax Levy Request,
minus Debt cannot exceed
this figure without requesting
a public hearing as required
by the Truth in Taxation Act.

2016 Proposed Aggregate Tax Levy, Minus Debt:	\$1,187,218
Dollar Increase Over Last Years Aggregate Extension:	\$53,348
Percentage Increase Over Last Years Aggregate Extension:	4.70%

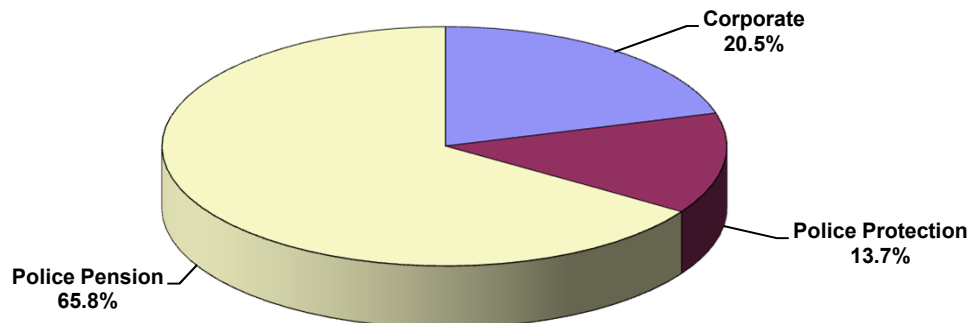
**VILLAGE OF BURR RIDGE
LAST YEAR'S LEVY VS. PROPOSED EXTENDED TAX LEVY**

		Actual Extended 2015	Proposed Extended 2016	Dollar Change	% Change
Corporate	60%	\$271,362	\$243,903	-\$27,459	-10.12%
Police Protection	40%	\$180,572	\$162,602	-\$17,970	-9.95%
Police Pension		\$681,936	\$780,713	\$98,777	14.48%
Subtotal		\$1,133,870	\$1,187,218	\$53,348	4.70%
Debt		\$520,655	\$0	(\$520,655)	0.00%
Total		\$1,654,525	\$1,187,218	-\$467,307	-28.24%

2015 ACTUAL TAX LEVY BREAKDOWN



2016 PROPOSED EXTENDED LEVY



**VILLAGE OF BURR RIDGE
PROJECTED TAXES FOR A \$600,000 HOME IN BURR RIDGE**



	DUPAGE COUNTY		COOK COUNTY	
	2015	2016	2015	2016
Market Value	\$600,000.00	\$612,000.00	\$600,000.00	\$612,000.00
Class (<i>Cook County</i>)		(2% increase)	10.00%	10.00%
Assessed Valuation (<i>Cook County</i>)			\$60,000.00	\$61,200.00
State Equalizer (<i>Cook County</i>)			2.6685	2.6685
Equalization Factor	33.33%	33.33%		
EAV	\$199,980.00	\$203,979.60	\$160,110.00	\$163,312.20
Tax Rate, excluding debt	0.1124	0.1110	0.1124	0.1110
Subtotal Village Taxes, no debt	\$224.78	\$226.47	\$179.96	\$181.32
Tax Rate, debt only	0.0489	0.0000	0.0489	0.0000
Subtotal Village Taxes for debt	\$97.84	\$0.00	\$78.33	\$0.00
Total Village Tax Rate	0.1613	0.1110	0.1613	0.1110
Total Village Taxes	\$322.62	\$226.47	\$258.30	\$181.32
	Increase (Decrease) Percent	Increase (Decrease) Dollars	Increase (Decrease) Percent	Increase (Decrease) Dollars
Total Village Taxes, no debt	-1.22%	\$1.69	0.75%	\$1.36
Total Village Taxes, for debt	-31.18%	-\$97.84	-31.18%	-\$78.33
Total	-32.40%	-\$96.15	-30.42%	-\$76.98

**VILLAGE OF BURR RIDGE
TAXING BODY TAX BURDEN BY AREA**

Braemoor Estates: 2015 Du Page County Real Estate Tax Bill		
Governmental Unit	Tax Rate	Percent
Du Page County	0.1971	3.7%
Forest Preserve	0.1622	3.0%
Du Page Airport Authority	0.0188	0.4%
Downers Grove Twshp	0.0368	0.7%
Downers Grove Twshp Roads	0.0550	1.0%
Village of Burr Ridge	0.1628	3.0%
Burr Ridge Park District	0.2139	4.0%
Tri-State Fire District	0.7501	14.0%
Grade School 62	1.9254	35.9%
High School 86	1.5592	29.1%
College of Du Page 502	0.2786	5.2%
Total	5.3599	100.0%

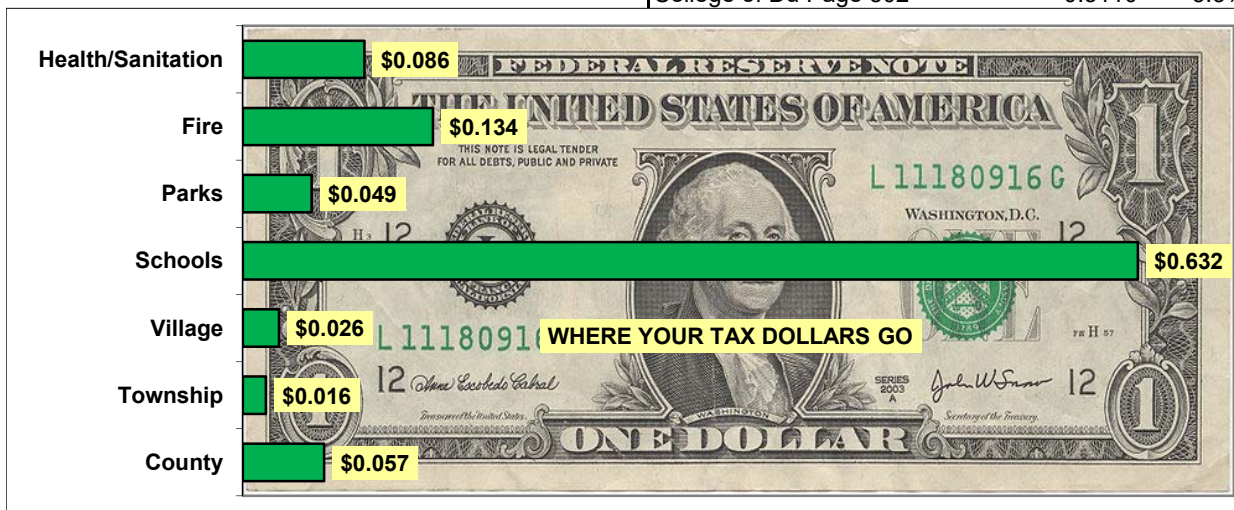
Devon Ridge: 2015 Du Page County Real Estate Tax Bill		
Governmental Unit	Tax Rate	Percent
Du Page County	0.1971	3.0%
Forest Preserve	0.1622	2.5%
Du Page Airport Authority	0.0188	0.3%
Downers Grove Twshp	0.0368	0.6%
Downers Grove Twshp Roads	0.0550	0.8%
Village of Burr Ridge	0.1628	2.5%
Burr Ridge Park District	0.2139	3.3%
Tri-State Fire District	0.7501	11.5%
Indian Prairie Library District	0.1892	2.9%
Grade School 180	2.8851	44.3%
High School 86	1.5592	24.0%
College of Du Page 502	0.2786	4.3%
Total	6.5088	100.0%

Woodcreek: 2015 Du Page County Real Estate Tax Bill		
Governmental Unit	Tax Rate	Percent
Du Page County	0.1971	3.1%
Forest Preserve	0.1622	2.6%
Du Page Airport Authority	0.0188	0.3%
Downers Grove Twshp	0.0368	0.6%
Downers Grove Twshp Roads	0.0550	0.9%
Village of Burr Ridge	0.1628	2.6%
Burr Ridge Park District	0.2139	3.4%
Pleasantview Fire District	0.8795	14.0%
Grade School 181	2.7350	43.4%
High School 86	1.5592	24.8%
College of Du Page 502	0.2786	4.4%
Total	6.2989	100.0%

Pleasantdale: 2015 Cook County Real Estate Tax Bill		
Governmental Unit	Tax Rate	Percent
Cook County	0.5520	9.5%
Cook County Public Safety	0.0000	0.0%
Cook County Health Facility	0.0000	0.0%
Forest Preserve	0.0690	1.2%
Suburban T B Sanitarium	0.0000	0.0%
Lyons Twp	0.0700	1.2%
Lyons Twp R & B	0.0490	0.8%
General Assistance-Lyons Twp	0.0030	0.1%
Consolidated Elections	0.0340	0.6%
Metro Water Reclamation Dist	0.4260	7.3%
Des Plaines Mosquito Abate Dist	0.0170	0.3%
Village of Burr Ridge	0.1710	2.9%
Pleasantview Fire District	0.8730	15.0%
Pleasantdale Park District	0.1892	3.2%
Lyons Mental Health	0.1150	2.0%
Lyons Twp H.S. 204	0.2786	4.8%
School District 107	2.6730	45.8%
College of Du Page 502	0.3110	5.3%

Source:

*Du Page County Clerk's Office
Cook County Tax Extension Office*



**VILLAGE OF BURR RIDGE
TAXING BODY TAX BURDEN BY CATEGORY**

Category	Rate	Braemoor Estates		Woodcreek		Devon Ridge		Pleasantdale	
		Tax Rate	%	Tax Rate	%	Tax Rate	%	Tax Rate	%
Education									
Grade School 62	1.9254	1.9254							
Grade School 180	2.8851					2.8851			
Grade School 181	2.7350			2.7350					
High School 86	1.5592	1.5592		1.5592		1.5592			
Lyons Twp H.S. 204	0.2786							0.2786	
School District 107	2.6730							2.673	
College of Du Page 502-Du Page	0.2786	0.2786		0.2786		0.2786			
College of Du Page 502-Cook	0.3110							0.311	
Total		3.7632	70.2%	4.5728	72.6%	4.7229	74.4%	3.2626	56.0%
General Government									
Du Page County	0.1971	0.1971		0.1971		0.1971			
Cook County	0.5520							0.5520	
Cook County Public Safety	0.0000							0.0000	
Du Page Airport Authority	0.0188	0.0188		0.0188		0.0188			
Downers Grove Twshp	0.0368	0.0368		0.0368		0.0368			
Downers Grove Twshp Roads	0.0550	0.0550		0.0550		0.0550			
Lyons Twp	0.0700							0.0700	
Lyons Twp R & B	0.0490							0.049	
Consolidated Elections	0.0340							0.034	
Village of Burr Ridge-Du Page	0.1628	0.1628		0.1628					
Village of Burr Ridge-Cook	0.1710							0.171	
Total		0.4705	8.8%	0.4705	7.5%	0.3077	4.8%	0.8760	15.0%
Culture and Recreation									
Forest Preserve - Du Page	0.1622	0.1622		0.1622		0.1622			
Forest Preserve - Cook	0.0690							0.0690	
Burr Ridge Park District	0.2139	0.2139		0.2139		0.2139			
Indian Prairie Library District	0.1892					0.1892			
Pleasantdale Park District	0.1892							0.1892	
Total		0.3761	7.0%	0.3761	6.0%	0.5653	8.9%	0.2582	4.4%
Fire Protection									
Tri-State Fire District	0.7501	0.7501				0.7501			
Pleasantview Fire Dist-Du Page	0.8795			0.8795					
Pleasantview Fire Dist- Cook	0.8730							0.873	
Total		0.7501	14.0%	0.8795	14.0%	0.7501	11.8%	0.8730	15.0%
Health and Sanitation									
Cook County Health Facility	0.0000							0	
Suburban T B Sanitarium	0.0000							0	
General Assistance - Lyons Twp	0.0030							0.003	
Metro Water Reclamation Dist	0.4260							0.426	
Des Plaines Mosquito Abate Dist	0.0170							0.017	
Lyons Mental Health	0.1150							0.115	
Total		0.0000	0.0%	0.0000	0.0%	0.0000	0.0%	0.5610	9.6%
Total 2015 Rate		5.3599	100.0%	6.2989	100.0%	6.3460	100.0%	5.8308	100.0%
Total 2014 Rate		4.0388		4.7632		4.8028		5.35	
Percent Change		24.65%		24.38%		24.32%		8.25%	

Source:

Du Page County Clerk's Office/Cook County Tax Extension Office

8B



TABULATION OF BIDS

Wednesday, November 9, 2016, 2:00 PM, 7660 County Line Road, Burr Ridge, IL

Item No.	Description	Unit	Total Quantity	Alliance Mechanical Services Bensenville, IL		Dynamic Heating & Piping Co. Crestwood, IL		Midwesco Mech. and Energy, LLC Des Plaines, IL		Oak Brook Mech. Services, Inc. Elmhurst, IL		Southwest Town Mech. Orland Park, IL		Amber Mech. Contractors, Inc. Alsip, IL	
				Unit Price	TOTAL ANNUAL COST	Unit Price	TOTAL ANNUAL COST	Unit Price	TOTAL ANNUAL COST	Unit Price	TOTAL ANNUAL COST	Unit Price	TOTAL ANNUAL COST	Unit Price	TOTAL ANNUAL COST
1	Village Hall	Quarterly (3-Mo.) Cost	4	\$ 1,642.50	\$ 6,570.00	\$ 2,025.00	\$ 8,100.00	\$ 2,298.00	\$ 9,192.00	\$ 2,635.00	\$ 10,540.00	\$ 2,325.00	\$ 9,300.00	\$ 2,939.25	\$ 11,757.00
2	Police Station	Quarterly (3-Mo.) Cost	4	\$ 537.50	\$ 2,150.00	\$ 825.00	\$ 3,300.00	\$ 853.00	\$ 3,412.00	\$ 1,050.00	\$ 4,200.00	\$ 1,200.00	\$ 4,800.00	\$ 1,546.50	\$ 6,186.00
3	Public Works Administration Building	Quarterly (3-Mo.) Cost	4	\$ 315.50	\$ 1,262.00	\$ 312.50	\$ 1,250.00	\$ 316.00	\$ 1,264.00	\$ 482.00	\$ 1,928.00	\$ 725.00	\$ 2,900.00	\$ 748.50	\$ 2,994.00
4	Pump Center	Quarterly (3-Mo.) Cost	4	\$ 152.50	\$ 610.00	\$ 245.00	\$ 980.00	\$ 279.00	\$ 1,116.00	\$ 150.00	\$ 600.00	\$ 218.00	\$ 872.00	\$ 552.00	\$ 2,208.00
AS-READ TOTAL BID				\$	10,592.00		\$	13,630.00		\$	14,984.00		\$	17,268.00	
AS-CORRECTED TOTAL BID					N/A		N/A		N/A		N/A		N/A		N/A

November 9, 2016

Mr. David Preissig, P.E.
Director of Public Works/Village Engineer
Village of Burr Ridge
Public Works Department
451 Commerce Street
Burr Ridge, IL 60527

SUBJECT: Request for Contract Amendment No. 1 – Construction Engineering Services for Garfield Street STP Improvements Project (IDOT Contract No. 61A04)

Dear Dave:

Engineering Resource Associates, Inc. (ERA) would like to submit this request for Contract Amendment No. 1 for construction engineering services for the Garfield Street STP Improvements Project. The request is based upon our recent conversations and additional work performed that was beyond the scope of the original contract.

Below is a summary of our current RE contract to date for the Garfield Street STP Improvements Project.

	Actual Efforts to Date	Efforts to Complete Project	Project Completion	Contract	Difference
Total Hours	437	60	497	279	218
Total Fees	\$40,895	\$5,700	\$46,595	\$34,846	\$11,749
Project Duration	3 months	1 month	4 months	2 months	2 months

It was anticipated that the project would be constructed between June 2016 and July 2016. At the preconstruction meeting, the Contractor requested a delayed start in July 2016 with anticipated completion in August 2016. The contractor was late in submitting his subcontractor approvals which resulted in further contract delays. Construction began in August 2016 and the contractor is still working towards final punchlist completion which is anticipated in November 2016. Now that the project is nearly complete, the hours and fees associated with finalizing the contract include part-time oversight, documentation and project closeout procedures. The total difference in hours and fees anticipated to

WARRENVILLE

3s701 West Avenue, Suite 150
Warrenville, IL 60555
P 630.393.3060

CHICAGO

10 South Riverside Plaza, Suite 875
Chicago, IL 60606
P 312.474.7841

CHAMPAIGN

2416 Galen Drive
Champaign, IL 61821
P 217.351.6268

see the project through to final completion is reflected above. Therefore, we would like to request an amendment to our current contract in the amount of \$11,749.

Fees

The supplement for additional services described in this request for Contract Amendment No. 1 is summarized as follows:

Original Contract Amount	\$34,846
Contract Amendment No. 1	\$11,749
Revised Contract Amount	\$46,595

We appreciate the opportunity to submit this request for amendment and we trust it meets with your approval. Please contact me at (630) 393-3060 if you have any comments or questions.

Sincerely,
ENGINEERING RESOURCE ASSOCIATES, INC.



Brian J. Dusak, PE
Project Manager

Acceptance & Authorization
Contract Amendment No. 1
VILLAGE OF BURR RIDGE

Authorized Signature

Printed Name & Title

Date





8D

VILLAGE OF
BURR RIDGE
A VERY SPECIAL PLACE

M E M O

TO: Steven Stricker, Village Administrator
FROM: Karen Thomas, Village Clerk
DATE: November 11, 2016
SUBJECT: **2017 Regular Meeting Dates**

The following is a list of 2017 Regular Meeting dates of the President and Board of Trustees for their approval. All meetings begin at 7:00 p.m.

Monday	January 9
Monday	January 23
Monday	February 13
Monday	February 27
Monday	March 13
Monday	March 27
Monday	April 10
Monday	April 24
Monday	May 8
Monday	May 22
Monday	June 12
Monday	June 26
Monday	July 10
Monday	July 24
Monday	August 14
Monday	August 28
Monday	September 11
Monday	September 25
Monday	October 9
Monday	October 23
Monday	November 13
Monday	November 27
Monday	December 11
Monday	December 25 (Not Scheduled)

John S. Pacocha
917 Prairie Ridge Ct.
Burr Ridge, IL 60527

November 9, 2016

Mayor M. Straub
Board of Trustees
Village of Burr Ridge
7660 County Line Road
Burr Ridge, IL 60527

Re: Pathway Commission

Dear Mayor and Trustees:

Please accept my resignation from the Pathway Commission as I am moving out of the Village of Burr Ridge.

It has been a privilege to serve with the past and current members of the Pathway Commission for almost 18 years in furtherance of its mission and to help in some small way to make Burr Ridge a very special place.

Thank you to Diane Bolos and former Trustees for attending our meetings. A special thanks to Doug Pollack for all of his assistance to the Commission.

Sincerely,



John S. Pacocha

cc:

Pathway Commission Members

Doug Pollack

VILLAGE OF BURR RIDGE

ACCOUNTS PAYABLE APPROVAL REPORT
 BOARD DATE: 11/14/16
 PAYMENT DATE: 11/15/16
 FI SCAL 16-17

FUND	FUND NAME	PAYABLE	TOTAL AMOUNT
10	General Fund	117,055.74	117,055.74
23	Hotel/Motel Tax Fund	3,296.08	3,296.08
24	Places of Eating Tax	25,000.00	25,000.00
31	Capital Improvements Fund	18,830.35	18,830.35
51	Water Fund	302,332.77	302,332.77
52	Sewer Fund	1,386.12	1,386.12
61	Information Technology Fund	3,324.93	3,324.93
TOTAL ALL FUNDS		<u>\$ 471,225.99</u>	<u>\$ 471,225.99</u>

GRAND TOTAL	<u>\$ 471,225.99</u>
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PAYROLL

PAY PERIODS ENDING OCTOBER 22, 2016 and NOVEMBER 5, 2016

	TOTAL PAYROLL
Legislation	2,627.92
Administration	34,787.23
Community Development	21,790.43
Finance	19,363.22
Police	253,401.74
Public Works	47,867.21
Water	58,786.23
Sewer	12,682.62
IT Fund	297.12
TOTAL	<u>\$ 451,603.72</u>
GRAND TOTAL	<u>\$ 922,829.71</u>

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 1010 Boards & Commissions					
10-1010-40-4042	DMMC/CBM mtg-Straub/Oct'16	DuPage Mayors & Managers	10/17/16	9638	40.00
10-1010-50-5010	Reimb. legal service-Aug'16	Klein, Thorpe & Jenkins,	09/23/16	Aug2016	566.35
10-1010-50-5010	General legal service-Aug'16	Klein, Thorpe & Jenkins,	09/23/16	Aug2016	4,928.76
10-1010-50-5010	10S681 Oak Hill Ct litigation-A	Klein, Thorpe & Jenkins,	09/23/16	Aug2016	570.00
10-1010-50-5010	Rate referendum/legal-Aug'16	Klein, Thorpe & Jenkins,	09/23/16	Aug2016	750.30
10-1010-50-5010	PW collective bargaining/legal-	Klein, Thorpe & Jenkins,	09/23/16	Aug2016	308.00
10-1010-50-5030	Ver. cell phone bill/EFT-Sep'16	Verizon Wireless	09/21/16	9772408604Sep16	62.68
10-1010-80-8025	Notc/Sgt. exam-Sep'16	Chicago Tribune	09/08/16	002921021 sep16	39.49
Total For Dept 1010 Boards & Commissions					7,265.58
Dept 2010 Administration					
10-2010-40-4040	2016 ICMA membership/Stricker	ICMA Membership Renewals	11/07/16	194591Nov16	1,400.00
10-2010-40-4042	DMMC/CBM mtg-Stricker/Oct'16	DuPage Mayors & Managers	10/17/16	9638	40.00
10-2010-40-4042	WBBR chamber luncheon/Stricker-	Willowbrook/Burr Ridge	10/20/16	Oct2016	20.00
10-2010-40-4042	WBBR chamber luncheon/Kowal-Nov	Willowbrook/Burr Ridge	10/20/16	Oct2016	20.00
10-2010-50-5030	Ver. cell phone bill-2/EFT-Sep'	Verizon Wireless	09/21/16	9772408604Sep16	135.36
Total For Dept 2010 Administration					1,615.36
Dept 3010 Community Development					
10-3010-50-5030	Ver. cell phone bill-2/EFT-Sep'	Verizon Wireless	09/21/16	9772408604Sep16	145.36
10-3010-50-5035	Public hearing notcs/3-Sep'16	Chicago Tribune	09/02/16	002921021	2,156.00
10-3010-50-5075	B&F review/8350 Madison-Oct16	B & F Construction Code S	10/18/16	45123	1,778.87
10-3010-50-5075	B&F inspections-Sep'16	B & F Construction Code S	10/18/16	4534	2,921.92
Total For Dept 3010 Community Development					7,002.15
Dept 4010 Finance					
10-4010-40-4042	GFOA budgeting seminar-Sep16	Government Finance Office	09/21/16	2827435	70.00
10-4010-50-5030	Ver. cell phone bill/EFT-Sep'16	Verizon Wireless	09/21/16	9772408604Sep16	72.68
10-4010-50-5060	2015-2016 final audit billing-O	BKD, LLP	10/21/16	BK00655471	2,800.00
Total For Dept 4010 Finance					2,942.68
Dept 4020 Central Services					
10-4020-50-5050	Savin copier maint contr/VH-Oct	Image Systems & Business	10/19/16	IS1177 238513	819.79
10-4020-60-6000	Pstg meter ink-Sep'16	Pitney Bowes Global Fin.	09/21/16	5888425/Sep16	169.58
10-4020-60-6010	1cs coffee/PD-Oct'16	Commercial Coffee Service	10/12/16	542 138718	34.95
10-4020-60-6010	2cs coffe & supls/PW-Oct'16	Commercial Coffee Service	10/25/16	540 138903	96.85
10-4020-60-6010	Styrofoam cups/lcs-PW/Oct'16	Commercial Coffee Service	10/25/16	540 138903	34.95
10-4020-60-6010	Amazon/annual business prime-Oc	Amazon.com Credit	10/12/16	Oct2016	99.00
Total For Dept 4020 Central Services					1,255.12
Dept 5010 Police					
10-5010-40-4032	Silver name plate/Jarolimek-Oct	CALEA	10/19/16	23457	16.00
10-5010-40-4032	Silver name plate/Hoster-Oct'16	CALEA	10/19/16	23457	16.00
10-5010-40-4032	Shipping & handling/Oct'16	CALEA	10/19/16	23457	7.00
10-5010-40-4032	Uniforms/Essig-Oct'16	JG Uniforms, Inc.	10/19/16	8045	177.00
10-5010-40-4032	Uniforms/Lesniak-Oct'16	JG Uniforms, Inc.	10/18/16	43484	163.00
10-5010-40-4032	Uniforms/O'Connor-Oct'16	JG Uniforms, Inc.	10/13/16	7719	129.50
10-5010-40-4032	Initial uniform pchs/Hoster-Oct	JG Uniforms, Inc.	10/25/16	9292	922.10
10-5010-40-4032	Initial uniform pchs/Jarolimek-	JG Uniforms, Inc.	10/25/16	9294	939.30
10-5010-40-4032	Uniforms/Gutierrez-Oct'16	JG Uniforms, Inc.	10/25/16	9332	413.43
10-5010-40-4032	BH taser serpra hlst/Jarolimek-	Kiesler Police Supply, In	10/21/16	0807329	35.00
10-5010-40-4032	BH taser serpra hlst/Hoster-Oct	Kiesler Police Supply, In	10/21/16	0807418	35.00
10-5010-40-4040	IL LEAP dues/Pavelchek-Oct'16	Illinois Law Enforcement	10/27/16	Oct2016	40.00
10-5010-40-4042	DCCOP mtg/Madden-Sep'16	Village of Burr Ridge	10/21/16	Oct2016	25.00

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE
EXP CHECK RUN DATES 11/01/2016 - 11/11/2016
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 5010 Police					
10-5010-40-4042	DCCOP mtg/Loftus-Sep'16	Village of Burr Ridge	10/21/16	Oct2016	25.00
10-5010-40-4042	FBINAA mtg/Madden-Sep'16	Village of Burr Ridge	10/21/16	Oct2016	25.00
10-5010-40-4042	FBINAA mtg/Loftus-Sep'16	Village of Burr Ridge	10/21/16	Oct2016	25.00
10-5010-40-4042	Travel exp/FOIA trg-Henderson/S	Village of Burr Ridge	10/21/16	Oct2016	11.50
10-5010-40-4042	NEMRT mtg/Loftus-Oct'16	Village of Burr Ridge	10/21/16	Oct2016	20.71
10-5010-40-4042	ILLEAP mtg/Pavelchek-Sep'16	Village of Burr Ridge	10/21/16	Oct2016	10.00
10-5010-40-4042	NEMRT trg exp/Garcia-Oct'16	Village of Burr Ridge	10/26/16	October2016	21.68
10-5010-40-4042	NEMRT trg exp/Moravecek-Oct16	Village of Burr Ridge	10/26/16	October2016	22.10
10-5010-40-4042	SLEA police academy trg/Hoster-	College of DuPage	10/26/16	7445	3,113.00
10-5010-40-4042	SLEA police academy trg/Jarolim	College of DuPage	10/26/16	7445	3,113.00
10-5010-50-5020	Notary bond/state fee-Hoster/Se	Illinois Notary Discount	09/27/16	09-27-16	29.05
10-5010-50-5020	Notary bond & state fee/Jarolim	Illinois Notary Discount	09/27/16	Sep2016	29.05
10-5010-50-5025	Postage (notary bond) Hoster-Se	Illinois Notary Discount	09/27/16	09-27-16	5.95
10-5010-50-5025	Postage/notary bond-Jarolimek-S	Illinois Notary Discount	09/27/16	Sep2016	5.95
10-5010-50-5030	Ver. cell phone bill-8/EFT-Sep'	Verizon Wireless	09/21/16	9772408604Sep16	993.47
10-5010-50-5050	Rpl led lights/fuses/5 vehs-Oct	Public Safety Direct, Inc	10/12/16	89279	269.98
10-5010-50-5050	Rpl remote siren & light contr/	Public Safety Direct, Inc	10/21/16	89321	539.99
10-5010-50-5050	Fuses/O'Connor-Oct'16	Village of Burr Ridge	10/26/16	October2016	1.09
10-5010-50-5050	Rpl brakes/wiper blades, GOF/#1	Willowbrook Ford	10/25/16	6226314/2	518.45
10-5010-50-5051	Accident rprs/unit #1405-reimb/	Aspen Auto Body, Inc.	10/13/16	25064	8,520.58
10-5010-50-5051	GOF/unit #1307-Oct'16	Willowbrook Ford	10/14/16	6225555/3	37.95
10-5010-50-5051	GOF/unit #1106-Oct'16	Willowbrook Ford	10/14/16	6225572/2	43.95
10-5010-50-5051	GOF/unit #1608-Oct'16	Willowbrook Ford	10/17/16	6225687/2	45.80
10-5010-50-5051	Rpl wiring harness & bulb/unit	Willowbrook Ford	10/25/16	6226326/1	175.06
10-5010-50-5051	Rpl lettering & chevrons/unit #	Car Reflections	10/31/16	16-407	185.00
10-5010-50-5051	GOF/unit #1309-Oct'16	Willowbrook Ford	10/28/16	6226594/1	40.95
10-5010-50-5051	Instl power take off assy/Tauru	Willowbrook Ford	10/31/16	6226727/2	2,233.88
10-5010-50-5051	GOF/air fltr/plate light-#1311-	Willowbrook Ford	11/01/16	5115704/2	90.21
10-5010-60-6000	Anti-static screen wipes/lpk-Oc	Runco Office Supply	10/28/16	5901 665086-0	24.00
10-5010-60-6010	VER-94917 Verbatim DVD-R/lpk-Oc	Runco Office Supply	10/28/16	5901 665086-0	24.99
Total For Dept 5010 Police					23,120.67
Dept 6010 Public Works					
10-6010-40-4032	Uniform rental/cleaning-10/18/1	Breens Inc.	10/18/16	9027 359510	65.58
10-6010-40-4032	Uniform rental/cleaning-10/25/1	Breens Inc.	10/25/16	9027 359695	65.58
10-6010-40-4032	Shock glasses w blue mirror len	Russo's Power Equipment	10/01/16	1009793 3495039	8.99
10-6010-40-4032	Kevlar safety gloves/lpr-Oct'16	Russo's Power Equipment	10/01/16	1009793 3495039	32.99
10-6010-40-4032	Uniform rental/cleaning-11/01/1	Breens Inc.	11/01/16	9027 359877	65.58
10-6010-40-4040	FY16-17 WCMC member dues-Oct'16	West Central Municipal Co	10/26/16	0006401-IN	575.00
10-6010-40-4042	Mileage to/from PW/VH-Benedict/	Shirley Benedict	11/01/16	Oct2016	22.68
10-6010-40-4042	Mileage to/from VH/PW-Nov'16	Catherine R. Rothbard	11/03/16	Nov2016	45.36
10-6010-50-5030	Ver. cell phone bill-PW/EFT-Sep	Verizon Wireless	09/21/16	9772408604Sep16	376.27
10-6010-50-5050	Pchs, mount 4 Skz tires/unit#20	Gene's Tire Service, Inc.	10/01/16	121365	2,072.00
10-6010-50-5050	Repair lifting strap-Sep'16	Lee Jensen Sales Co., Inc	09/29/16	VILBR1 161094	65.00
10-6010-50-5050	Rpl window latch/unit 590-Sep'1	McCann Industries, Inc.	09/29/16	07212366	43.95
10-6010-50-5050	Rpr hydraulic sys/unit 590-Oct'	McCann Industries, Inc.	10/18/16	07213280	1,996.17
10-6010-50-5051	Rpl steer axle ABS sensor/unit	B & R Repair & Co.	09/29/16	VA4733 W1058534	322.72
10-6010-50-5051	Rpl fuel pump/unit #28-Sep16	B & R Repair & Co.	09/29/16	V4733 W1058797	742.42
10-6010-50-5051	Veh. safety test/#18, 26, 33, 3	Courtney's Safety Lane, I	10/04/16	7864	157.00
10-6010-50-5051	Brake rotors machined/unit #34-	FleetPride, Inc.	10/17/16	80564761	119.98
10-6010-50-5054	Rpr street light/Tomlin & Garyw	Rag's Electric	09/20/16	20747	2,157.75
10-6010-50-5054	Rpr street lights/HG & P'Fld-Se	Rag's Electric	09/30/16	20914	2,183.36
10-6010-50-5055	Electric/Madison RR crossing-Oc	COMED	10/07/16	3699071070/Oct16	38.34

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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 6010 Public Works					
10-6010-50-5085	Shop towel rental-10/18/16	Breens Inc.	10/18/16	9027 359510	4.50
10-6010-50-5085	Shop towel rental-10/25/16	Breens Inc.	10/25/16	9027 359695	4.50
10-6010-50-5085	Shop towel rental-11/01/16	Breens Inc.	11/01/16	9027 359877	4.50
10-6010-50-5095	Fall brush removal-Oct'16	Kramer Tree Specialists,	10/14/16	29298 61765	18,795.00
10-6010-50-5097	Fall tree planting/PW-Oct'16	West Central Municipal Co	10/13/16	6348-IN	3,470.00
10-6010-50-5097	Prkway tree removal/stump grind	Desiderio Landscaping LLC	10/27/16	5	1,629.00
10-6010-50-5097	Prkway tree removal/stump grind	Desiderio Landscaping LLC	10/27/16	6	8,556.00
10-6010-50-5097	Prkway tree removal/stump grind	Desiderio Landscaping LLC	10/27/16	7	800.00
10-6010-60-6000	Black Pilot Pens - dz/box	Runco Office Supply	11/02/16	5649 665449-0	47.96
10-6010-60-6000	Blue Pilot Pens - dz/box	Runco Office Supply	11/02/16	5649 665449-0	23.98
10-6010-60-6000	Legal pads - 12/pack	Runco Office Supply	11/02/16	5649 665449-0	12.98
10-6010-60-6000	Black Sharpies - dz/box	Runco Office Supply	11/02/16	5649 665449-0	8.35
10-6010-60-6000	Paper Clips - 10/bx	Runco Office Supply	11/02/16	5649 665449-0	4.64
10-6010-60-6010	Specco concrete patch/7-Oct'16	Carroll Distributing &	10/04/16	LEO20682	125.41
10-6010-60-6010	Top soil/2cyds (restorations)-O	Hinsdale Nurseries, Inc.	10/04/16	1552374	52.00
10-6010-60-6010	Notary stamp/Hoster-Sep16	Illinois Notary Discount	09/27/16	09-27-16	18.95
10-6010-60-6010	Notary stamp/Jarolimek-Sep16	Illinois Notary Discount	09/27/16	Sep2016	18.95
10-6010-60-6020	Diesel fuel-Oct'16	Speedway SuperAmerica LLC	10/25/16	1001519840 Oct16	557.05
10-6010-60-6040	PC5-12F1 battery-Sep'16	Industrial Electric Suppl	09/23/16	VILLA02 244392	29.00
10-6010-60-6041	Master brake cyl/unit #34-Oct'1	Coffman Truck Sales, Inc.	10/07/16	1001075458	344.97
10-6010-60-6041	Misc. vehicle filters-Aug'16	FleetPride, Inc.	08/11/16	79063738	990.83
10-6010-60-6041	Radial outer air element filter	FleetPride, Inc.	08/12/16	79108454	45.56
10-6010-60-6041	Radial outer air element filter	FleetPride, Inc.	08/17/16	79200330	45.56
10-6010-60-6041	Misc. vehicle filters/22-Aug'16	FleetPride, Inc.	08/24/16	79345129	1,064.35
10-6010-60-6041	Veh. fuel/water separate spin-o	FleetPride, Inc.	08/29/16	79423460	64.00
10-6010-60-6041	Brake parts/#34-less crdt #8063	FleetPride, Inc.	10/17/16	80564761	670.49
10-6010-60-6041	MTP-65 battery/unit #15-Oct'16	Interstate Battery System	10/10/16	24026436	127.95
10-6010-60-6041	Gutter broom/4-unit #28/Sep'16	Old Dominion Brush Compan	09/16/16	0016903 0094059IN	420.00
10-6010-60-6041	Street sweeper parts/unit #28-O	Old Dominion Brush Compan	10/05/16	0016903 0094904IN	63.38
10-6010-60-6041	Air filter & carb cleaner-Oct'1	Westown Auto Supply Co. I	10/14/16	2901 71153	76.43
10-6010-60-6041	12V high cap battery/1-Oct'16	Westown Auto Supply Co. I	10/14/16	2901 71153	92.00
10-6010-60-6041	Threadlocker adhesive/1-Oct'16	Westown Auto Supply Co. I	10/14/16	2901 71153	27.97
10-6010-60-6042	UPM cold patch/10.61ton-Sep16	Superior Asphalt Material	09/28/16	16340 20161287	1,374.00
10-6010-60-6042	Street sign posts & anchors-Oct	Traffic Control & Protect	10/12/16	88010	897.50
10-6010-60-6042	Topsoil/5cyds-Oct'16	Hinsdale Nurseries, Inc.	10/25/16	1554517	130.00
10-6010-60-6042	Contr. mix grass seed/100lbs-Oc	Russo's Power Equipment	10/22/16	1009793 3542804	183.98
10-6010-60-6043	Stihl lopper PL40/1-Oct'16	Russo's Power Equipment	10/12/16	1009793 3521571	104.99
10-6010-60-6043	Stihl lopper PL10/1-Oct'16	Russo's Power Equipment	10/12/16	1009793 3521571	77.99
10-6010-60-6043	Resident tree purchase-Oct'16	West Central Municipal Co	10/13/16	6348-IN	2,285.00
10-6010-60-6043	Tree gator/10-Oct'16	Russo's Power Equipment	10/22/16	1009793 3542804	174.90
10-6010-60-6050	File guide/1-Oct'16	Russo's Power Equipment	10/01/16	1009793 3495039	38.99
10-6010-60-6050	Alum. sz 14 scoop/2-Oct'16	Russo's Power Equipment	10/01/16	1009793 3495039	81.98
10-6010-60-6050	Closed back shovel/2-Oct'16	Russo's Power Equipment	10/01/16	1009793 3495039	65.98
Total For Dept 6010 Public Works					54,768.29
Dept 6020 Buildings & Grounds					
10-6020-50-5052	Repair cell door/PD-Oct'16	Valley Security Company	10/24/16	5095 500194	910.00
10-6020-50-5052	Rpr HVAC air compressor/VH-Aug1	Alliance Mechanical Servi	08/31/16	11670 1148430	680.64
10-6020-50-5052	HVAC PM maint/rpl fltrs/VH-Oct1	Alliance Mechanical Servi	10/14/16	1149831	973.00
10-6020-50-5052	Electrical repairs/VH-Aug'16	Rag's Electric	08/31/16	20864-Corr	1,750.00
10-6020-50-5052	Rpl flagpole & site lights/VH-S	Rag's Electric	09/20/16	20897	925.72
10-6020-50-5052	Recore/rebuild PW generator-Sep	Rex Radiator and Welding	09/29/16	B126294	1,245.00
10-6020-50-5052	Garbage removal/VH-11/01/16	Waste Management	10/26/16	2702438-2009-8	114.11

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Fund 10 General Fund					
Dept 6020 Buildings & Grounds					
10-6020-50-5052	Garbage removal/PW-09/30/16	Waste Management	11/26/16	2702513-2009-8	98.49
10-6020-50-5052	Garbage removal/PD-11/01/16	Waste Management	10/26/16	2702515-2009-3	150.96
10-6020-50-5057	Aquatic weed cntrl/Windsor-Sep1	Marine Biochemists of Ill	09/19/16	6049192 92496114	925.00
10-6020-50-5058	Mat rental/PD-10/18/16	Breens Inc.	10/18/16	9028 359504	6.00
10-6020-50-5058	Mat rentals/PW & VH-10/18/16	Breens Inc.	10/18/16	9028 359504	18.00
10-6020-50-5058	Mat rental/PD-10/25/16	Breens Inc.	10/25/16	9028 359689	6.00
10-6020-50-5058	Mat rentals/PW & VH-10/25/16	Breens Inc.	10/25/16	9028 359689	18.00
10-6020-50-5058	Mat rental/PD-11/01/16	Breens Inc.	11/01/16	9028 359871	18.00
10-6020-50-5058	Mat rental/PW-11/01/16	Breens Inc.	11/01/16	9028 359871	6.00
10-6020-50-5080	Nicor heating/PW-Sep/Oct'16	NICOR Gas	10/10/16	22944400005/Oct16	122.54
10-6020-50-5080	Nicor heating/VH-Sep/Oct'16	NICOR Gas	10/17/16	47025700007Oct16	108.26
10-6020-50-5080	Nicor heating/VH garage-Sep/Oct	NICOR Gas	10/17/16	57961400000/Oct16	24.42
10-6020-50-5080	Nicor heating/RA lodge-Sep/Oct'	NICOR Gas	10/17/16	61407700006/Oct16	29.61
10-6020-50-5080	Nicor heating/PD-Sep/Oct'16	NICOR Gas	10/18/16	66468914693/Oct16	159.67
10-6020-50-5080	Nicor heating/RA barn-Oct'16	NICOR Gas	10/17/16	81110732419/Oct16	28.46
10-6020-50-5080	PW sewer charge-Sep'16	Flagg Creek Water Reclama	10/26/16	008917000 Oct16	37.95
10-6020-60-6010	First aid cabinet supls/PD-Oct'	American First Aid Servic	10/17/16	42347	31.25
10-6020-60-6010	Light ballast/3-PW/Oct'16	Industrial Electric Suppl	10/24/16	VILLA02 245071	73.50
10-6020-60-6010	Air handler filters/4-VH-Oct'16	McMaster-Carr Supply Comp	10/04/16	84543200 82494467	381.04
10-6020-60-6010	Elnq toilet seat/VH-Oct'16	Menards - Hodgkins	10/17/16	32060290 49921	14.99
10-6020-60-6010	Mini holiday light 5.5"/12cs-Oc	Windy City Lights	10/21/16	2642	1,013.20
10-6020-70-7010	Rpl VH HVAC circulating pump/2-	Alliance Mechanical Servi	09/22/16	11670 1148974	4,887.00
10-6020-70-7010	Instl PW recycle cntr electric-	Rag's Electric	09/14/16	20896	4,329.08
Total For Dept 6020 Buildings & Grounds					19,085.89
Total For Fund 10 General Fund					117,055.74
Fund 23 Hotel/Motel Tax Fund					
Dept 7030 Special Revenue Hotel/Motel					
23-7030-50-5075	Mini holiday lights 5.5"/8cs-Oc	Windy City Lights	10/21/16	2642	1,434.80
23-7030-80-8012	JingleMingle supplies-Oct'16	Flashing Blinky Lights	10/07/16	Oct16	755.40
23-7030-80-8012	Snowflake santa hats/60doz-Oct'	Oriental Trading Company,	10/10/16	Oct2016	899.40
23-7030-80-8012	J/M candy canes-Oct'16	Spangler Candy Company	10/07/16	10-07-16	206.48
Total For Dept 7030 Special Revenue Hotel/Motel					3,296.08
Total For Fund 23 Hotel/Motel Tax Fund					3,296.08
Fund 24 Places of Eating Tax					
Dept 7040 Restaurant/Place of Eating Tax					
24-7040-80-8056	Restaurant week marketing-Sep'1	Prime Time Marketing	10/10/16	2651	25,000.00
Total For Dept 7040 Restaurant/Place of Eating T.					25,000.00
Total For Fund 24 Places of Eating Tax					25,000.00
Fund 31 Capital Improvements Fund					
Dept 8010 Capital Improvement					
31-8010-70-7010	Garfield street LAFO imprv/eng-	Engineering Resource Assc	10/13/16	120702.CE.03	13,073.24
31-8010-70-7010	79th St LAFO/eng-Oct'16	Patrick Engineering Inc.	10/19/16	21677.033-2	5,106.11
31-8010-70-7074	Field testing (MFT rd pgm) Aug'	Interra, Inc.	10/11/16	14089	651.00
Total For Dept 8010 Capital Improvement					18,830.35
Total For Fund 31 Capital Improvements Fund					18,830.35
Fund 51 Water Fund					

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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 51 Water Fund					
Dept 6030 Water Operations					
51-6030-40-4032	Uniform rental/cleaning-10/18/1	Breens Inc.	10/18/16	9027 359510	71.98
51-6030-40-4032	Uniform rental/cleaning-10/25/1	Breens Inc.	10/25/16	9027 359695	71.98
51-6030-40-4032	Uniform rental/cleaning-11/01/1	Breens Inc.	11/01/16	9027 359877	71.98
51-6030-50-5020	Coliform water tests/13-Oct'16	Envirotest Perry Laborat	10/07/16	16-131921	110.50
51-6030-50-5020	Watermain leak locate/63rd & G'	M.E. Simpson Co. Inc.	10/17/16	29155	395.00
51-6030-50-5030	Telephone/well pumping line/EFT	AT&T	09/22/16	6303254209Sep16	367.70
51-6030-50-5030	Telephone well monitor line/EFT	AT&T	09/16/16	7082400209Sep16	321.13
51-6030-50-5030	Telephone/PC-eft/Sep16	AT&T	09/16/16	6302995755Sep16	658.89
51-6030-50-5030	Ver. cell phone bill-WTR/EFT-Se	Verizon Wireless	09/21/16	9772408604Sep16	421.78
51-6030-50-5067	Cathodic protection maint-Sep16	Corrpro Companies	09/30/16	2347163_402906	1,820.00
51-6030-50-5067	Rpl aviation lights/N wtr twr-S	Rag's Electric	09/27/16	20887	1,130.00
51-6030-50-5067	Topsoil/7yds (restorations)Oct'	Tameling Industries	10/13/16	VBUR001-0112502IN	210.00
51-6030-50-5067	CM-06 stone 22.96ton-Oct'16	Ozinga Materials, Inc.	10/28/16	21210_48601	329.48
51-6030-50-5067	CM-06 stone 23.14ton-Oct'16	Ozinga Materials, Inc.	10/28/16	21210_48601	332.06
51-6030-50-5067	CM-06 stone 22.68ton-Oct'16	Ozinga Materials, Inc.	10/28/16	21210_48601	325.46
51-6030-50-5067	CM-06 stone 23.00ton-Oct'16	Ozinga Materials, Inc.	10/28/16	21210_48601	330.05
51-6030-50-5080	Electric/well #4-Oct'16	COMED	10/14/16	0029127044/Oct16	309.11
51-6030-50-5080	Electric/well #1-Oct'16	COMED	10/07/16	0793668005/Oct16	208.33
51-6030-50-5080	Electric/well #5-Oct'16	COMED	10/07/16	4497129016/Oct16	282.22
51-6030-50-5080	Electric/Bedford Pk sump pump-O	COMED	10/12/16	9179647001/Oct16	44.82
51-6030-50-5080	Electric/PC-Oct'16	Direct Energy Business LI	10/11/16	162850028953454	4,664.13
51-6030-50-5080	Nicor heating/PC-Sep/Oct'16	NICOR Gas	10/10/16	47915700000Oct16	33.36
51-6030-60-6010	Red 24" PVC Julie flags/SC#9351	Blackburn Manufacturing C	10/14/16	0525609-IN	287.20
51-6030-60-6010	Shipping Chg/Julie flags-Oct16	Blackburn Manufacturing C	10/14/16	0525609-IN	94.05
51-6030-60-6010	Blue 24" PVC Julie flags/SC#935	Blackburn Manufacturing C	10/14/16	0525609-IN	574.40
51-6030-60-6010	Phone cases/car chgrs-PW/Wtr-Oc	Amazon.com Credit	10/12/16	11662887790Oct16	64.50
51-6030-60-6020	Diesel fuel-Oct'16	Speedway SuperAmerica LLC	10/25/16	1001519840 Oct16	107.53
51-6030-60-6040	6"x20" Romac stainless S clamp/	Underground Pipe & Valve	10/18/16	1526 018397	255.00
51-6030-60-6040	12"x20" Romac stainless S clamp	Underground Pipe & Valve	10/18/16	1526 018397	310.00
51-6030-60-6040	12"x24" Romac stainless S clamp	Underground Pipe & Valve	10/18/16	1526 018397	369.00
51-6030-60-6040	JCM 12X18 clamp/1-Oct'16	EJ USA, Inc	10/26/16	110160088590	363.18
51-6030-60-6070	Hnsdl water pchs-Sep'16	Village of Hinsdale	10/18/16	3101225Oct16	539.02
51-6030-60-6070	Hnsdl water pchs-Sep'16	Village of Hinsdale	10/18/16	3101236Oct16	192.52
51-6030-60-6070	Hnsdl water pchs-Oct'16	Village of Hinsdale	10/18/16	3107810Oct16	200.77
51-6030-60-6070	Hnsdl water pchs-Sep'16	Village of Hinsdale	10/18/16	3108351Oct16	1,322.77
51-6030-60-6070	Hnsdl water pchs-Sep'16	Village of Hinsdale	10/18/16	3108362Oct16	77.02
51-6030-60-6070	Hnsdl water pchs-Sep'16	Village of Hinsdale	10/18/16	3108491Oct16	1,108.27
51-6030-60-6070	Hnsdl water pchs-Sep'16	Village of Hinsdale	10/18/16	3108511Oct16	159.52
51-6030-60-6070	Hnsdl water pchs-Sep'16	Village of Hinsdale	10/18/16	3108531Oct16	126.52
51-6030-60-6070	Hnsdl water pchs-Sep'16	Village of Hinsdale	10/18/16	3108540Oct16	110.02
51-6030-60-6070	Hnsdl water pchs-Sep'16	Village of Hinsdale	10/18/16	3108560Oct16	341.02
51-6030-60-6070	Bedford water/49,390,000gal-Oct	Village of Bedford Park	11/04/16	00200600000Oct16	256,828.00
51-6030-70-7000	5/8x3/4x3/4 meter cplg no lead	HD Supply Waterworks, Ltd	09/22/16	080167 G159303	1,160.00
51-6030-70-7000	1" meter cplg no lead	HD Supply Waterworks, Ltd	09/22/16	080167 G159303	647.50
51-6030-70-7000	Sensus 3/4" Water Meter TC 1Tga	HD Supply Waterworks, Ltd	09/22/16	080167 G159303a	9,440.00
51-6030-70-7000	MXU-SmartPoint M510, TouchCpl R	HD Supply Waterworks, Ltd	09/22/16	080167 G159303a	10,000.00
51-6030-70-7000	Touchpad Unit Accessories	HD Supply Waterworks, Ltd	09/22/16	080167 G159303a	1,200.00
51-6030-70-7000	Sensus 1.5" Omni C2 Water Meter	HD Supply Waterworks, Ltd	09/22/16	080167 G159313	3,375.00
51-6030-70-7000	Sensus 1.5" Brass Flange Kit wi	HD Supply Waterworks, Ltd	09/22/16	080167 G159313	195.00
51-6030-70-7000	Sensus SmartPoint MXU, Touch Co	HD Supply Waterworks, Ltd	09/22/16	080167 G159313	375.00
Total For Dept 6030 Water Operations					302,332.77

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Fund 51 Water Fund					
Total For Fund 51 Water Fund					302,332.77
Fund 52 Sewer Fund					
Dept 6040 Sewer Operations					
52-6040-40-4032	Uniform rental/cleaning-10/18/1	Breens Inc.	10/18/16	9027_359510	22.39
52-6040-40-4032	Uniform rental/cleaning-10/25/1	Breens Inc.	10/25/16	9027_359695	22.39
52-6040-40-4032	Uniform rental/cleaning-11/01/1	Breens Inc.	11/01/16	9027_359877	22.39
52-6040-50-5030	Telephone/H'Flds L.S.-Sep'16/EF	AT&T	09/13/16	6303219679Sep16	123.15
52-6040-50-5068	Lift station maint/3-Oct'16	Metropolitan Industries,	10/24/16	003355_315673	765.00
52-6040-60-6010	Grn 24" PVC Julie flags/SC#1791	Blackburn Manufacturing C	10/14/16	0525609-IN	430.80
Total For Dept 6040 Sewer Operations					1,386.12
Total For Fund 52 Sewer Fund					1,386.12
Fund 61 Information Technology Fund					
Dept 4040 Information Technology					
61-4040-50-5030	Ver. mobile hot spot/EFT-Sep'16	Verizon Wireless	09/21/16	9772408604Sep16	38.01
61-4040-50-5030	Ver. mbile data service/EFT-Sep	Verizon Wireless	09/21/16	9772408604Sep16	38.01
61-4040-50-5050	HP LJ M575 maint/Fin-Sep'16	Advotek, Inc.	10/24/16	10129	125.00
61-4040-50-5050	HP3600n rpl tray/Fin-Sep'16	Advotek, Inc.	10/24/16	10129	85.00
61-4040-50-5061	Nixle sys data extraction-Oct'1	AT&T	10/16/16	630R06230010-Oct16	525.00
61-4040-50-5061	BSA Compliant Tracking annual s	BS&A Software	11/01/16	109136	583.00
61-4040-50-5061	IT/phone support-Oct'16	Orbis Solutions	10/25/16	5566215	725.00
61-4040-50-5061	IT/phone support-Nov'16	Orbis Solutions	11/01/16	5566146	1,125.00
61-4040-60-6010	Smart phone charging cables-Oct	Amazon.com Credit	10/12/16	11624171777398604	22.96
61-4040-60-6010	Smart phone car chargers-Oct16	Amazon.com Credit	10/12/16	11642458130Oct16	57.95
Total For Dept 4040 Information Technology					3,324.93
Total For Fund 61 Information Technology Fund					3,324.93

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Fund Totals:

Fund 10 General Fund	117,055.74
Fund 23 Hotel/Motel Tax Fund	3,296.08
Fund 24 Places of Eating Tax	25,000.00
Fund 31 Capital Improvements Fund	18,830.35
Fund 51 Water Fund	302,332.77
Fund 52 Sewer Fund	1,386.12
Fund 61 Information Technology Fund	3,324.93

Total For All Funds:	471,225.99
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