

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

**MARCH 13, 2017
7:00 p.m.**

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

Shayaan Mussani – Burr Ridge Middle School

2. ROLL CALL

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 February 27, 2017

6. ORDINANCES

*A. Approval of An Ordinance Granting a Special Use Pursuant to the Burr Ridge Zoning Ordinance to Permit Indoor Sales of Automobiles in a GI General Industrial District (Z-03-2017: 60 Shore Drive – Restani)

*B. Approval of An Ordinance Amending Section 35-11-1315 (b) of Chapter 35 (Motor Vehicles) of the Burr Ridge Municipal Code (No Parking on Steepleside Drive)

*C. Approval of Ordinance Amending the Building Lease Adopted by Ordinance No. 784 (Nanophase Technologies Corporation)

7. RESOLUTIONS

A. Consideration of Resolution Opposing any Advancement of Senate Bill 1451

B. Consideration of Resolution Opposing any Advancement of House Bill 2557 and Senate Bill 1388

8. CONSIDERATIONS

- A. Consideration of Plan Commission Recommendation to Approve Variations to Accommodate the Expansion of an Office Building Parking Lot to Permit Parking to be Located 60 feet from the Front Lot Line (Burr Ridge Parkway) rather than 79.76 feet and to Permit Additional Parking between the Building and the Corner Side Lot Line (north line along South Frontage Road) (V-01-2017: 1333 Burr Ridge Parkway – In Site Real Estate)
- B. Consideration of Recommendation to Award Contract for 2017 Road Program
- C. Discussion Regarding Possible Widening of I-294
- D. Consideration of Recommendation to Award Contract for the Commonwealth Edison Transmission Line Clearance Tree Trimming
- *E. Approval of Recommendation to Award Contract for the Public Works Garage Door Replacement Project
- *F. Approval of Recommendation to Award Contract for the Purchase of a Public Works Multifunction Large-Format Printer
- *G. Approval of Recommendation to Approve an Increase to the Purchase Order for the Public Works Aerial Lift Truck by \$1,345.87 to Provide Back-Up Warning Systems and Other Items Omitted in the Original Contract
- *H. Approval of Recommendation to Approve Agreement Regulating Video Surveillance Cameras for the Neighborhood Video Surveillance Program – Fieldstone Subdivision
- *I. Approval of Recommendation to Appoint Trustee Al Paveza to the Scavenger Franchise Agreement Sub-Committee
- *J. Approval of Vendor List in the Amount of \$322,157.90 for all Funds, plus \$255,617.98 for payroll, for a grand total of \$577,775.88, which includes Special Expenditures of \$21,686.40 to Winkler's Tree Service for area 6 tree trimming and \$32,130.00 to HD Supply Waterworks for water meters and accessories
- K. 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. ADJOURNMENT

TO: Village President, Board of Trustees, Candidates for Office
FROM: Village Administrator Steve Stricker and Staff
SUBJECT: Regular Meeting of March 13, 2017
DATE: March 10, 2017

PLEDGE OF ALLEGIANCE

- Shayaan Mussani – Burr Ridge Middle School

6. ORDINANCES

A. Special Use (60 Shore Drive – Restani)

Attached is an Ordinance granting special use approval for an indoor automobile sales business at 60 Shore Drive. The Plan Commission recommended approval of this request and, at its February 27, 2017 meeting, Board of Trustees directed staff to prepare this Ordinance. The Board's direction included an added condition prohibiting outside service work. That condition has been included in the Ordinance.

It is our recommendation: that the Board approves the Ordinance.

B. Amend Chapter 35 (SteepleSide Drive Parking Restrictions)

Attached please find an Ordinance that calls for "No Parking" signs to be installed in front of the property located at 8285 SteepleSide Drive. The property is adjacent to the Trinity Lutheran Church and it is apparent that church parishioners are using this location on SteepleSide Drive for overflow parking. Since there is no curb and gutter on SteepleSide Drive, cars are parking off the roadway and onto the shoulder and grass area in front of the home. Although the church has been informed of this concern, it is felt that the best approach to resolve this problem is to install "No Parking" signs at this location. Attached please find a memo from Chief John Madden in regard to this issue.

It is our recommendation: that the Ordinance implementing no parking restrictions along SteepleSide Drive be approved.

C. Lease Renewal (Nanophase Technologies, 451 Commerce Street)

Nanophase Technologies has been leasing space from the Village of Burr Ridge at its Public Works facility, 451 Commerce Street, since the Village purchased the property in the early 1990s. The current lease with Nanophase expires in September of this year. Public Works Director David Preissig and I have met with representatives from Nanophase and have negotiated a new

lease at a base rent amount of \$176,382 a year. The period of the lease is for 48 months, with the right to extend the lease for three additional 12-month periods. The annual increase is the CPI or 3% annually, whichever is greater. The lease was amended slightly to allow for the Village to utilize the land behind the building for a potential future location of the salt storage facility, with the understanding that, if the Village were to utilize this space, it must erect a security fence around existing storage tanks located in the back of the Nanophase-leased property.

Nanophase is in agreement with the changes in the lease and have already signed the agreement (see attached).

It is our recommendation: that Ordinance approving the building lease renewal for Nanophase Technologies for Village-owned property located at 451 Commerce Street be approved and that the Mayor be directed to sign the lease.

7. RESOLUTIONS

A. Oppose HB 1451

House Bill 1451 establishes the Small Wireless Facilities Deployment Act, which severely limits municipal authority to regulate, site, or charge permit fees for wireless facilities. The Board will recall that the Village recently approved an Ordinance regulating small wireless facilities. Unfortunately, this bill would preempt most of the provisions of our Ordinance. It would give telecommunication companies the right to install their equipment on municipal-owned property without any recourse and prohibits a municipality from requiring a wireless provider to indemnify the municipality or its employees, among other things. Attached please find a copy of a Resolution in opposition to HB 1451, along with a letter that is proposed be sent to our legislators requesting their opposition to this legislation.

It is our recommendation: that the Resolution in opposition to HB 1451 be adopted and that Staff be directed to send a letter in opposition to HB 1451 to our legislators.

B. Oppose HB 2557 and SB 1388

Attached please find a Resolution in opposition to both House Bill 2557 and Senate Bill 1388. These bills would require a communication provider, who is issued a certificate of public convenience and necessity from the Illinois Commerce Commission to be treated like public utilities with regard to the public rights-of-way. This legislation is specifically written for a company called Mobilitie and similar companies that are not telecommunication companies, but rather companies that simply build towers and poles that are then leased out to telecommunication companies.

It is our recommendation: that the Resolution be adopted and that staff be directed to send a letter to our legislators in opposition to these two pieces of legislation.

8. CONSIDERATIONS

A. **Plan Commission Recommendation: Variations – In Site Real Estate**

Please find attached a letter from the Plan Commission recommending approval of a request by In Site Real Estate for variations from the Zoning Ordinance to permit parking to be located 60 feet from the front lot line (Burr Ridge Parkway) rather than 79.76 feet and to permit additional parking between the building and the corner side lot line (north line along North Frontage Road) rather than the requirement prohibiting parking between the building and the corner side lot line. The petitioner owns the office building at 1333 Burr Ridge Parkway and intends to expand the parking lot for potential future tenants.

Once again, the petitioner is asking that the Board table this consideration (see attached letter). The Plan Commission held its public hearing on February 20 and the Board was originally scheduled to consider this matter at its February 27 meeting.

The petitioner is asking for more time to consider the recommendation of the Plan Commission which included prohibiting additional parking at the southwest corner of the property. It is the petitioner's intent to prepare a compromise plan that would include less parking in the southwest corner and to contact individual Trustees to discuss this compromise.

It is our recommendation: that the Board table this matter to the March 27, 2017 meeting.

B. **Contract for the 2017 Road Program**

The Engineering Division of the Public Works Department solicited bids for the 2017 Road Program Resurfacing Contract in accordance with IDOT guidelines for projects utilizing Motor Fuel Tax (MFT) funds.

Scope of Improvements: 2017 Road Program Resurfacing Contract

Streets to be resurfaced as part of this year's Road Program include:

- 61st Place & Park Avenue
- 62nd Street & Cove Creek Court
- Steepleside Drive
- Greystone Court
- Babson Park subdivision
- Miscellaneous street patching

Bid Results

The Engineering Division accelerated the bid document preparation and received an expedited IDOT review to bid the work early for a favorable bidding environment. Six qualified bidders received bid documents and all submitted their bids as follows, which were opened and read publicly on February 28, 2017, as follows:

Contractor	Bid Price
Schroeder Asphalt Services, Inc., Huntley, IL	\$ 530,429.98
Brothers Asphalt Paving, Inc., Addison, IL	\$ 555,044.80
K-Five Construction Co., Lemont, IL	\$ 555,555.55
Chicagoland Paving Co., Lake Zurich, IL	\$ 589,900.00
Crowley-Sheppard Asphalt, Inc., Chicago Ridge, IL	\$ 614,783.98
J.A. Johnson Paving Company, Arlington Heights, IL	\$ 617,282.78
FY17-18 Budget	\$ 625,500.00

Contractor Reputability and Completeness of Bid Documents

No errors or omissions were identified in the review of the lowest responsive and responsible bid. Schroeder Asphalt Services successfully completed the Village's 2009 Road Program Resurfacing Contract. All IDOT-required certifications were properly submitted with the bid.

Therefore, the lowest responsive and responsible bidder is Schroeder Asphalt Services, Inc., of Huntley, IL, in the amount of \$530,429.98. This bid is \$95,070 (15.2%) less than the FY17-18 budget for the resurfacing contract.

The Engineering Division estimates that the lower bid prices are a result of an earlier bid opening and aggressive bid environment brought by a low number of State-bid contracts. The number of State-bid contracts in March 2017 was 9% lower than March 2016. For comparison, last year's Road Program contractor submitted a current bid that is lower by 3.9% when applying their bid prices of last year to this year's contract quantities. However, project cost estimates developed by the Engineering Division typically assume a 4% to 5% cost increase each year.

It is our recommendation: that the 2017 Road Program Resurfacing Contract be awarded to Schroeder Asphalt Services, Inc., of Huntley, Illinois, in the amount of \$530,429.98. Public Works Director David Preissig will discuss re-allocating a portion of the excess funds budgeted in FY 17-18 Capital Improvements, or reducing the Village's transfer of IRMA surplus funds.

C. Possible Widening of I-294

The Illinois Toll Highway Authority is in the process of developing a long-range plan for I-294. One possible future plan is to widen I-294 from four lanes to five lanes, with potentially the possibility of a sixth lane. The potential for lane widening has been discussed at great length by the Village of Hinsdale, who has outlined several impacts that such a widening would have on their community. With this in mind, Village Staff reviewed what impacts the possible widening of I-294 would have on the Village of Burr Ridge and met with residents representing the Tartan Ridge Homeowners' Association to discuss their concerns. Staff has prepared a proposed list of issues and concerns for discussion at this meeting. These bullet points have been incorporated into a letter to the Chairperson of the Toll Highway Authority, along with a request to meet with them as soon as possible (see attached draft letter).

Unlike the Village of Hinsdale, Burr Ridge Staff does not see any major concerns at the moment that would force the Village to oppose the possibility of widening I-294. There is over 100 feet of Tollway property north of the oasis that could be used to widen the Tollway and it is our understanding from preliminary discussions with consultants that work for the Tollway that any additional land needed to widen the Tollway south of the oasis would come from the east side of the road. Plus the possibility of the need to eliminate the oasis in order to add additional lanes is a positive for the Village and its residents.

It is important that we stay vigilant and present our issues and concerns to the Tollway early on in the process, keeping a positive rapport with the Tollway for as long as possible, as we figure out what exactly their intentions may be.

It is our recommendation: that Staff be directed to send the Village's concerns regarding the potential widening of I-294 in the form of a letter to the Illinois Toll Highway Authority Chairperson and to request a meeting with the Mayor and Staff at their earliest convenience.

D. Contract for Com Ed Transmission Line Clearance Tree Trimming

In 2009, the Village became party to an agreement with Com Ed which reduced the impact of proposed tree removal along the Com Ed transmission line corridor in Burr Ridge. As a function of this agreement, Com Ed dramatically decreased the severity of tree removal and trimming along this corridor and applied a specific, defined trimming protocol for this corridor within the Village of Burr Ridge corporate limits. Also as a function of this agreement, the Village agreed to absorb the cost of inter-cycle trimming, if tree growth encroached on the specific clear zones as defined in the agreement, prior to the regularly scheduled Com Ed 5-year trimming cycle. The last regularly scheduled Com Ed 5-year trimming cycle was in 2014.

In January of 2017, the Village was contacted by Com Ed regarding their annual clearance survey, which had identified 23 locations with numerous encroachments into the clear zone. In order to document and corroborate these locations, Gary Gatlin, Village Arborist, met with Com Ed representatives and reviewed each location individually. After meeting with the Village, Com Ed agreed to reduce the number of locations the Village would be liable for to 17. After generating the revised list, Com Ed identified a cost of \$41,600 to perform the work with their contractor (Lewis Tree Service), for which the Village would have to reimburse Com Ed. At that time the Village solicited alternative pricing from contractors qualified to work within the Com Ed clear zones. Despite contacting several vendors, we received a response from only one: Kramer Tree Specialists. The cost from Kramer, based on Com Ed's estimates was \$73,140.

It is our recommendation: that the Board authorize Commonwealth Edison to award a contract for transmission line tree trimming to Lewis Tree Service in an amount not to exceed \$41,600 and approve reimbursement from the Village to Commonwealth Edison for an amount not to exceed \$41,600.

E. Contract for PW Garage Door Replacement Project

The FY16-17 budget includes \$42,000 for a garage door replacement project at the Public Works garage. Work includes replacing the rolling steel coil door that is currently inoperable but is the only exterior access for the vehicle service bay of the garage. Additional work is also required on the other garage doors to increase safety and operability of main ingress and egress points for the Department's large plow trucks and taller backhoes.

The Village opened sealed bids for the Public Works Garage Door Replacement Contract on Wednesday, March 8, 2017. Nine contractors received bid packages and eight (8) submitted their proposals. Bid pricing was requested separately for the coil door and the ancillary work, but total costs provided by these contractors for all work is included below:

Contractor	Total Bid
DuPage Overhead Garage Doors, Inc., Homer Glen, IL	\$ 28,750.00
Wunderlich Doors, Inc., Joliet, IL	\$ 31,365.00
House of Doors, Inc., Brookfield, IL	\$ 32,980.00
American Door and Dock, Schaumburg, IL	\$ 33,750.00
Anagnos Door Co., Justice, IL	\$ 34,100.00
Door Systems, Naperville, IL	\$ 34,123.00
Crystal Overhead Door, Chicago, IL	\$ 42,056.00
Midwest Dock Solutions, South Chicago Heights, IL	\$ 43,100.00
FY16-17 Budget	\$ 42,000.00

The lowest responsive and responsible bid was received from DuPage Overhead Garage Doors, Inc., Homer Glen, Illinois, in the amount of \$28,750. Their bid is \$13,250 under the FY16-17 budget estimate.

Contractor Reputability and Completeness of Bid Documents:

No errors or omissions were identified in the review of the lowest responsive and responsible bid by DuPage Overhead Garage Doors, Inc. All certifications submitted with the bid by this contractor are in order and properly notarized.

This company has satisfactorily serviced overhead garage doors in the past at our Public Works Department and Village Hall garages. A check of references indicates strong recommendations for satisfactorily completing recent work in large overhead door retro-fit and new construction projects in Deerfield and Villa Park.

It is our recommendation: that a contract be awarded for the Public Works Garage Door Replacement Contract to DuPage Overhead Garage Doors, Inc., of Homer Glen, Illinois, in the amount of \$28,750.

F. Contract for Purchase of Multifunction Large-Format Printer

The FY16-17 Information Technology Fund Budget includes \$4,495 to replace the large-format plotter at the Public Works Department. The current plotter is a Hewlett-Packard HP500 that was purchased in July 2001. The plotter prints from one roll of paper up to 36-inches wide, and is used frequently by the Department for printing maps, plans and details, but especially by our GIS intern for providing maps and exhibits. This equipment is 16 years-old and often requires substantial maintenance annually; however replacement parts and software updates are no longer provided by HP.

With current replacement plotter options, the Engineering Division finds that features available on new plotters would be advantageous to the Department. Such options include document scanning and file imaging. Currently, the Department makes large-print copies on its Xerox XGA-1, which unit is over 16 years-old and is later anticipated for replacement in the amount of \$5,000 from the Information Technology Fund equity balance. This copier only replicates a print and cannot scan documents nor create image files

The Engineering Division recommends that its existing plotter budgeted for replacement be replaced with one HP DesignJet T2530 Postscript Multifunction Printer with scanner combination, which would serve to also replace its outdated copier equipment. Other brands, including comparable Savin units were evaluated; however, the HP T2530 is most compatible with our network, and is capable of printing high-resolution graphics up to 2400 dpi and a scan resolution up to 600 dpi. This combination would enable scanning old blueprint plans into LaserFiche or creating files for use in AutoCAD or our GIS software. The Engineering Division solicited quotes from authorized HP vendors as

follows:

Clifford-Wald Rolling Meadows, IL	\$6,745.00
Gill Reprographics, Inc. Oak Brook Terrace, IL	\$7,750.00
Image Systems and Business Solutions Elk Grove Village, IL	\$8,495.00

The lowest price for the HP T2530, was received from Clifford-Wald of Rolling Meadows, Illinois. The total purchase price of this unit is \$6,745, which includes delivery, installation, training on the new printer, and a trade-in of the current plotter. This total cost is \$2,250 over the FY16-17 IT Fund budget, but will not require the future expenditure of \$5,000 estimated for replacement of the outdated copier.

It is our recommendation: that a contract be awarded for the purchase of one replacement HP DesignJet T2530 Postscript Multifunction Printer from Clifford-Wald of Rolling Meadows, IL, in the amount of \$6,745.00.

G. Increase Purchase Order Amount for Aerial Lift Truck

The Village Board approved at its July 11, 2016 Board meeting, the purchase of a replacement vehicle and equipment for Public Works aerial lift truck Unit #26, in the amount of \$125,547.00, which is \$9,453.00 less than the FY16-17 Capital Equipment Replacement budget of \$135,000. The new truck cab and chassis from Currie Motors and up-fitted with aerial lift equipment by Power Equipment Leasing Company is nearly completed.

During the final inspection of this vehicle by our Operations Supervisor John Wernimont, three (3) items were noted as necessary, but were inadvertently omitted from the original purchase contract. These additional items would include installing a backup alarm and camera system, painting the cab shield white to match the vehicle, and installing a UL-required hour-meter. The total cost to complete these remaining items before vehicle delivery is \$1,345.87. Therefore the purchase order total cost for the replacement vehicle would be increased to \$126,892.87, which is \$8,107 less than the FY16-17 budget for this vehicle.

It is our recommendation: that an increase in purchase order #2016-4444 for providing additional necessary equipment on its replacement Unit 27 to a total and final amount of \$126,892.87 be approved.

H. Video Surveillance Cameras – Fieldstone Subdivision

The Fieldstone Homeowners Association has decided to participate in the Village's Neighborhood Video Surveillance Program. Their HOA has approved the attached Agreement Regulating Video Surveillance Cameras. Fieldstone will be the 11th subdivision to take advantage of the program. They are

investing \$26,510 in a 12-camera system.

It is our recommendation: that the request from the Fieldstone Homeowners' Association to install cameras at the entrances to their subdivision be approved and that the Mayor be authorized to sign an agreement memorializing the approval of this request.

I. Appoint Trustee Al Paveza to Scavenger Franchise Sub-Committee

Due to the resignation of Trustee Paula Murphy, there is an opening on the Scavenger Franchise Agreement Sub-Committee. Chairperson Franzese has asked Trustee Paveza if he would like to participate on the Committee and he has agreed to do so. With this in mind, Mayor Straub is recommending that Trustee Paveza be appointed to the Scavenger Franchise Agreement Sub-Committee

It is our recommendation: that recommendation to appoint Trustee Al Paveza to the Scavenger Franchise Agreement Sub-Committee be approved.

J. Vendor List

Enclosed is the Vendor List in the Amount of \$322,157.90 for all Funds, plus \$255,617.98 for payroll, for a grand total of \$577,775.88, which includes Special Expenditures of \$21,686.40 to Winkler's Tree Service for area 6 tree trimming and \$32,130.00 to HD Supply Waterworks for water meters and accessories.

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

REGULAR MEETING
PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF BURR RIDGE

February 27, 2017

CALL TO ORDER The Regular Meeting of the President and Board of Trustees of February 27, 2017 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 Acting President Paveza

PLEDGE OF ALLEGIANCE The Pledge of Allegiance was led by Petra Verros, Gower West School.

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

RESIDENT COMMENTS There were none.

CONSENT AGENDA – OMNIBUS VOTE After reading the Consent Agenda by Acting President Paveza, motion was made by Trustee Franzese 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: 5 – Trustees Franzese, Schiappa, Bolos, Paveza and Grasso

NAYS: 0 – None

ABSENT: 0 – None

There being five affirmative votes, the motion carried.

APPROVAL OF REGULAR BOARD MEETING FEBRUARY 13, 2017 were approved for publication under the Consent Agenda by Omnibus Vote.

RECEIVE AND FILE VETERANS MEMORIAL COMMITTEE MEETING OF JANUARY 25, 2017 were noted as received and filed under the Consent Agenda by Omnibus Vote

RECEIVE AND FILE DRAFT WATER COMMITTEE MEETING OF FEBRUARY 13, 2017 were noted as received and filed under the Consent Agenda by Omnibus Vote.

RECEIVE AND FILE DRAFT PLAN COMMISSION MEETING OF FEBRUARY 20, 2017 were noted as received and filed under the Consent Agenda by Omnibus Vote.

APPROVAL OF AN ORDINANCE GRANTING A SPECIAL USE FOR A RUNNING STORE/FITNESS APPAREL STORE WITH SALES OF CRAFT BEER OR WINE (Z-01-

Regular Meeting
President and Board of Trustees, Village of Burr Ridge
February 27, 2017

2017: 555 VILLAGE CENTER DRIVE – CRUICKSHANK) The Board, under the Consent Agenda by Omnibus Vote, approved the Ordinance.

THIS IS ORDINANCE NO. A-834-06-17

ADOPTION OF RESOLUTION AUTHORIZAING A LOCAL PUBLIC AGENCY AGREEMENT BETWEEN THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND THE VILLAGE OF BURR RIDGE APPROPRIATING FUNDS FOR THE 79TH STREET RESURFACING PROJECT (STP)

The Board, under the Consent Agenda by Omnibus Vote, approved the Resolution.

THIS IS RESOLUTION NO. R-05-17

APPROVAL OF PLAN COMMISSION RECOMMENDATION TO APPROVE REZONING UPON ANNEXATION TO THE R-2B SINGLE FAMILY RESIDENCE DISTRICT (Z-02-2017: 15W069 AND 15W081 91ST STREET – PACOCHA)

The Board, under the Consent Agenda by Omnibus Vote, accepted the recommendation and directed Staff to prepare an Annexation Agreement and schedule a public hearing.

APPROVAL OF REQUEST TO CONDUCT A PUBLIC HEARING FOR A ZONING ORDINANCE AMENDMENT REGARDING PERMEABLE PAVERS

The Board, under the Consent Agenda by Omnibus Vote, approved the request and directed Staff to schedule a public hearing.

APPROVED A RECOMMENDATION TO ORDER THREE (3) POLICE SQUAD CARS (INCLUDED IN FY 17-18 BUDGET; FOR DELIVERY AFTER MAY 1, 2017)

The Board, under the Consent Agenda by Omnibus Vote, approved the recommendation to order three Police squad cars through the Suburban Pricing Cooperative, in the amount of \$91,987.00

APPROVAL OF RECOMMENDATION TO EXTEND CONTRACT FOR AUDITING SERVICES WITH BKD

The Board, under the Consent Agenda by Omnibus Vote, approved the recommendation to extend the contract with BKD, Oakbrook Terrace, for three years in the amounts of \$32,325 for FY 2016-17, \$33,550 for FY 2017-18 and \$34,825 for FY 2018-19.

APPROVAL OF VENDOR LIST IN THE AMOUNT OF \$127,461.73 FOR ALL FUNDS, PLUS \$203,928.82 FOR PAYROLL, FOR A GRAND TOTAL OF \$331,390.55, WHICH INCLUDES SPECIAL EXPENDITURES OF \$49,416.50 TO UNIQUE PLUMBING COMPANY FOR EMERGENCY WATER MAIN BREAK REPAIR ON THE BEDFORD PARK TRANSMISSION MAIN

The Board, under the Consent Agenda by Omnibus Vote, approved the Vendor list for the period ending February 27, 2017 in the amount of \$127,461.73 and payroll in the amount of \$203,928.82 for the period ending February 11, 2017.

Regular Meeting
President and Board of Trustees, Village of Burr Ridge
February 27, 2017

**PUBLIC HEARING
AMENDMENT TO ANNEXATION AGREEMENT
MEADOWBROOK PLACE SUBDIVISION**

CALL TO ORDER The Public Hearing of the President and Board of Trustees for the Amendment to Annexation Agreement Meadowbrook Place Subdivision was held in the Meeting Room of the Village Hall, 7660 South County Line Road, Burr Ridge, Illinois and called to order by Acting President Paveza at 7:06 p.m., with the same Trustees in attendance as immediately preceding the Public Hearing.

NOTICE OF HEARING was published in The Doings Weekly on February 9, 2017.

PURPOSE OF HEARING is to consider the Amendment to Annexation Agreement Meadowbrook Place Subdivision.

PRESENTATION Community Development Director Doug Pollock explained that Meadowbrook Place Subdivision is located on Meadowbrook Drive near Route 83. He said the owner of the property, the Oxford Bank, took over the property in 2008 when the original developer defaulted on the project. The final plat was recorded but the improvements were never completed. He stated that the bank has requested an extension of the improvement period and is willing to pay the required \$10,000 extension fee. He said this will be the third amendment to the Annexation Agreement and will extend the completion deadline for another two years.

BOARD QUESTIONS AND COMMENTS Trustees Franzese asked if staff is satisfied with the stabilization efforts that have taken place. Mr. Pollock answered that they were.

AUDIENCE QUESTIONS AND COMMENTS There were none at this time.

CLOSE HEARING Motion was made by Trustee Bolos and seconded by Trustee Grasso that the Amendment to Annexation Agreement Meadowbrook Place Subdivision Public Hearing of February 27, 2017 be closed.

On Roll Call, Vote Was:

AYES: 5 – Trustees Bolos, Grasso, Franzese, Paveza, and Schiappa

NAYS: 0 – None

ABSENT: 0 – None

There being five affirmative votes, the motion carried and the Amendment to Annexation Agreement Meadowbrook Place Subdivision Public Hearing was closed at 7:08 p.m.

CONSIDERATION OF ORDINANCE AUTHORIZING A THIRD AMENDMENT TO ANNEXATION AGREEMENT (MEADOWBROOK PLACE SUBDIVISION) Community

Regular Meeting
President and Board of Trustees, Village of Burr Ridge
February 27, 2017

Development Director Doug Pollock said this is the Ordinance approving the amendment to the Meadowbrook Place Annexation Agreement which was the subject of the Public Hearing.

Motion was made by Trustee Grasso and seconded by Trustee Schiappa to approve the Ordinance Authorizing the Third Amendment to the Annexation Agreement for the Meadowbrook Place Subdivision.

On Roll Call, Vote Was:

AYES: 5 – Trustees Grasso, Schiappa, Bolos, Paveza, and Franzese.

NAYS: 0 – None

ABSENT: 0 – None

There being five affirmative votes, the motion carried

THIS IS ORDINANCE NO. A-1068-01-17

CONSIDERATION OF PLAN COMMISSION RECOMMENDATION TO APPROVE VARIATIONS TO ACCOMMODATE THE EXPANSION OF AN OFFICE BUILDING PARKING LOT TO PERMIT PARKING TO BE LOCATED 60 FEET FROM THE FRONT LOT LINE (BURR RIDGE PARKWAY) RATHER THAN 79.76 FEET (I.E. THE ESTABLISHED FRONT BUILDING SETBACK LINE); TO PERMIT ADDITIONAL PARKING BETWEEN THE BUILDING AND THE CORNER SIDE LOT LINE (NORTH LINE ALONG SOUTH FRONTAGE ROAD) RATHER THAN THE REQUIREMENT PROHIBITING PARKING BETWEEN THE BUILDING AND THE CORNER SIDE LOT LINE; AND TO REDUCE THE REQUIRED LANDSCAPING ALONG THE NORTH PERIMETER OF THE PARKING LOT (V-01-2017: 1333 BURR RIDGE PARKWAY – IN SITE REAL ESTATE)

Community Development Director Doug Pollock presented the Plan Commission's recommendation for variations for the office building at 1333 Burr Ridge Parkway. He said the Plan Commission held a public hearing and recommended approval with several conditions. One of the conditions is the elimination of 44 parking spaces at the southwest corner of the property. He said the property owner would like more time to review that condition and have asked that this item be tabled until the March 13, 2017 meeting.

Motion was made by Trustee Grasso and seconded by Trustee Bolos to table this item to the March 13, 2017 meeting.

On Roll Call, Vote Was:

AYES: 5 – Trustees Grasso, Bolos, Schiappa, Paveza, and Franzese.

NAYS: 0 – None

ABSENT: 0 – None

There being five affirmative votes, the motion carried

CONSIDERATION OF PLAN COMMISSION RECOMMENDATION TO APPROVE A SPECIAL USE TO PERMIT AUTOMOBILE SALES IN AN EXISTING BUILDING (Z-03-

Regular Meeting
President and Board of Trustees, Village of Burr Ridge
February 27, 2017

2017: 60 SHORE DRIVE – RESTANI Community Development Director Doug Pollock presented the Plan Commission's recommendation to approve the special use request from Eduardo Restani for an Automobile Sales and Service business in a GI General Industrial District. The property is located at 60 Shore Drive. The special use is requesting indoor automobile sales. Mr. Pollock said this tenant space was previously occupied by another indoor automobile sales business. The Plan Commission determined that the proposed business with the conditions requiring all activity be indoors was satisfactory and was compatible with existing uses in the area.

Trustee Franzese asked the petitioner, Eduardo Restani, if he would be willing to accept the condition that there be no outdoor service of automobiles. Mr. Restani answered that he would. Trustee Franzese explained that any signage would have to be approved by the Plan Commission.

Trustee Bolos asked Mr. Pollock if the Plan Commission considered the issue of racing or test driving through the neighborhoods. Mr. Pollock stated he thinks they were aware of the issue but there was no specific discussion. He stated that there is no residential area close to this location.

Motion was made by Trustee Franzese and seconded by Trustee Grasso to accept the Plan Commission's recommendation and direct Staff to prepare the Ordinance including the condition that there be no outdoor service of automobiles.

On Roll Call, Vote Was:

AYES: 5 – Trustees Franzese, Grasso, Bolos, Schiappa and Paveza

NAYS: 0 – None

ABSENT: 0 – None

There being five affirmative votes, the motion carried

OTHER CONSIDERATIONS There were none.

RESIDENT COMMENTS There were none.

REPORTS AND COMMUNICATIONS FROM VILLAGE OFFICIALS Trustee Paveza stated that the Secretary of State will be at the Village Hall on Wednesday, March 15.

NON-RESIDENTS COMMENTS There were none.

ADJOURNMENT Motion was made by Trustee Franzese and seconded by Trustee Schiappa that the Regular Meeting of February 27, 2017 be adjourned to a Closed Session for:

- Approval of Closed Session Minutes of February 13, 2017
- Employment of Employee

Regular Meeting
President and Board of Trustees, Village of Burr Ridge
February 27, 2017

On Roll Call, Vote Was:

AYES: 5 – Trustees Franzese, Schiappa, Paveza, Bolos and Grasso

NAYS: 0 – None

ABSENT: 0 – None

There being five affirmative votes, the motion carried and the meeting was adjourned to Closed Session at 7:16 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 _____, 2017.

RECONVENED REGULAR MEETING

PRESIDENT AND BOARD OF TRUSTEES,
VILLAGE OF BURR RIDGE, IL
February 27, 2017

CALL TO ORDER The Regular Meeting of the President and Board of Trustees of February 27, 2017 was reconvened at 7:30 p.m. with the same Trustees in attendance as immediately preceding the Closed Meeting from 7:23 p.m. to 7:30 p.m.

RECONVENE REGULAR MEETING Motion was made by Trustee Franzese and seconded by Trustee Grasso that the Regular Meeting of February 27, 2017 be reconvened.

On Roll Call, Vote Was:

AYES: 5 – Trustees Franzese, Grasso, Paveza, Schiappa and Bolos

NAYS: 0 – None

ABSENT: 0 – None

There being five affirmative votes, the motion carried

CONSIDERATION OF A RESOLUTION APPROVING ADDENDUM TO EMPLOYMENT AGREEMENT (VILLAGE ADMINISTRATOR) Motion was made by Trustee Grasso and seconded by Trustee Schiappa to approve the adoption of a Resolution Approving Addendum to Employment Agreement (Village Administrator)

On Roll Call, Vote Was:

AYES: 5 – Trustees Grasso, Schiappa, Paveza, Franzese and Bolos

NAYS: 0 – None

ABSENT: 0 – None

There being five affirmative votes, the motion carried

THIS IS RESOLUTION R-06-17

CONSIDERATION TO APPOINT COMMUNITY DEVELOPMENT DIRECTOR DOUG POLLOCK AS VILLAGE ADMINISTRATOR EFFECTIVE JULY 1, 2017 Village

Administrator Stricker explained that his choice to succeed him would be to promote long time Community Development Director Doug Pollock to the position of Village Administrator. He stated that he was very familiar with the Village, its culture, its employees and its residents, and that he believed that Mr. Pollock would make a fine Village Administrator.

After some discussion, Motion was made by Trustee Franzese and seconded by Trustee Grasso to appoint Community Development Director Doug Pollock as Village Administrator effective July 1, 2017.

On Roll Call, Vote Was:

AYES: 5 – Trustees Franzese, Grasso, Paveza, Schiappa and Bolos

NAYS: 0 – None

Reconvened Regular Meeting
Village President and Board of Trustees, Village of Burr Ridge
February 27, 2017

ABSENT: 0 – None

There being five affirmative votes, the motion carried

CONSIDERATION TO DIRECT STAFF TO HIRE A NEW ASSISTANT TO THE ADMINISTRATOR/PLANNER

The Village Administrator stated that, in lieu of hiring a new department head, it was his recommendation that the Village hire a lower level Assistant to the Administrator/Planner to handle routine administrative tasks in both the Community Development and Administrative Departments with the understanding that, if this person were to work out, they could be promoted to a department head position 2 or 3 years down the line.

After some discussion, Motion was made by Trustee Grasso and seconded by Trustee Schiappa to direct staff to hire an Assistant to the Administrator/Planner

On Roll Call, Vote Was:

AYES: 5 – Trustees Grasso, Schiappa, Franzese, Paveza, and Bolos

NAYS: 0 – None

ABSENT: 0 – None

There being five affirmative votes, the motion carried

Several Trustees thanked the Village Administrator for his years of service and congratulated Mr. Pollock on his appointment.

There being no further business, Motion was made by Trustee Grasso and seconded by Trustee Schiappa that the Regular Meeting of February 27, 2017 be adjourned.

On Roll Call, Vote Was:

AYES: 5 – Trustees Grasso, Schiappa, Franzese, Bolos and Paveza

NAYS: 0 – None

ABSENT: 0 – None

There being five affirmative votes, the Regular Meeting of February 27, 2017 was adjourned at 7:40 p.m.

Karen J. Thomas
Village Clerk
Burr Ridge, Illinois

Steven S. Stricker
Village Clerk Pro-Tempore
Burr Ridge, Illinois

APPROVED BY the President and Board of Trustees this _____ day of _____, 2017.

ORDINANCE NO. A-834-____-17

AN ORDINANCE GRANTING A SPECIAL USE PURSUANT TO THE BURR RIDGE
ZONING ORDINANCE TO PERMIT INDOOR SALES OF AUTOMOBILES IN A GI
GENERAL INDUSTRIAL DISTRICT

(Z-03-2017: 60 Shore Drive - Restani)

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 February 20, 2017 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 Doings Weekly, 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 60 Shore Drive, Burr Ridge, Illinois, is Eduardo Restani (hereinafter "Petitioner"). The Petitioner requests special use approval as per Section X.F.2.a of the Burr Ridge Zoning Ordinance for an Automobile Sales and Service business in a GI General Industrial District.
- B. That the business will be conducted entirely indoors with all sales and service activities inside the building.

- C. That this business is compatible with surrounding land uses which include another indoor automobile sales business and other industrial uses.

Section 3: That special use approval to permit an Automobile Sales and Service business in a GI General Industrial District *is hereby granted* for the property commonly known as 60 Shore Drive and identified by the Permanent Real Estate Index Number (PIN) of: 09-35-203-005

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

- A. The special use permit shall be limited to the sales of pre-owned automobiles with minor detailing and repairs.
- B. The special use shall be limited to the 7,400 square feet of floor area known as Suite A at 60 Shore Drive.
- C. The special use permit shall be limited to Eduardo Restani and shall expire at such time that Mr. Restani no longer occupies the space at 60 Shore Drive or at which time there is an assignment or termination of the lease for the space at 60 Shore Drive.
- D. Outside display and/or storage of any goods, materials, or automobiles shall be prohibited.
- E. All servicing, cleaning repair, and detailing work shall be conducted entirely inside the building with no such work being conducted outside.

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 13th day of March, 2017, 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
13th day of March, 2017.

Village President

ATTEST:

Village Clerk



To: Steven Stricker, Village Administrator

From: John Madden, Chief of Police

Date: March 7, 2017

Re: Request for "No Parking Anytime", Signage on Steepleside Drive

On January 23, 2017, my department received a request from James Miedema, through the resident at 8285 Steepleside Drive, to investigate a parking complaint which the resident feels is a nuisance.

The complaint is that visitors to Trinity Lutheran Church, especially during weekend services, park their vehicles along the west side of Steepleside Drive in an area that is Village property, yet maintained by the resident. The parking, she alleges, causes ruts and other damage to the landscaping she maintains.

Upon receipt of the complaint, officers spent the following weekends checking on the parking situation. They found no one parking along Steepleside Drive until the weekend of March 4-5, 2017. Two citations were issued for parking within 15 feet of a fire hydrant. No other citations could be issued because there were no other violations of Village ordinance nor State statute.

This matter was discussed with Pastor Bob, of Trinity Lutheran Church, in an effort to reach a neighborly, amicable, solution to the resident's parking complaint. Pastor Bob could ask his parishioners to not park in this area, but this would be difficult for him to monitor, and would still be unenforceable by the Police.

It is my opinion that the only enforceable solution to the resident's concerns is to designate **the west side of Steepleside Drive from German Church Road extending north 350 feet along the east property line of 8285 Steepleside Drive as "No Parking, Any Time."** I recommend that this matter be placed on the Board agenda for March 13, 2017, and that an Ordinance amending section 35-11-1315(b) of the Burr Ridge Municipal Code include the aforementioned location to the list of designated no parking locations.

Respectfully,

A handwritten signature in black ink, appearing to be "John Madden", written over a large, stylized circular flourish.

Chief John Madden

ORDINANCE NO.

ORDINANCE AMENDING SECTION 35-11-1315 (b)
OF CHAPTER 35 (MOTOR VEHICLES) OF THE BURR RIDGE MUNICIPAL CODE
(NO PARKING ON STEEPLESIDE DRIVE)

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: That Section 35-11-1315 (b) of Chapter 35, entitled "Motor Vehicles", of the Burr Ridge Municipal Code, as amended, be and is hereby further amended by the addition of the following location to the list of those locations where no person shall, at any time, park any vehicle, except the driver of any emergency vehicle and physicians when responding to an emergency call; an officer or agent of the federal or state government or any political subdivision thereof, or any public utility, while in the course of his duties as such officer or agent; the driver of any vehicle stopped for the reasonably expeditious loading or unloading of passengers:

SteepleSide Drive (extending north 350 feet from German Church Road along the east property line of 8285 SteepleSide Drive.)

Section 2: 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 13th day of March, 2017, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 13th day of March, 2017, by the President of the Village of Burr Ridge.

Village President

ATTEST:

Village Clerk

ORDINANCE NO. A-784-01-17

**ORDINANCE AMENDING THE BUILDING LEASE
ADOPTED BY ORDINANCE NO. 784
(NANOPHASE TECHNOLOGIES CORPORATION)**

WHEREAS, the President and Board of Trustees have previously adopted Ordinance No. 784 entitled, "Ordinance Authorizing Building Lease (Nanophase Technologies Corporation); and

WHEREAS, the building lease, included as **EXHIBIT 1** of Ordinance No. 784 is set to expire on September 15, 2017; and

WHEREAS, the President and Board of Trustees intend by adoption of this Ordinance to revise, renew and/or otherwise amend information contained in **EXHIBIT 1** of this Ordinance.

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

Section 1: That Ordinance No. 784 is amended by the adoption of a comprehensive revision of **EXHIBIT 1** "Building Lease," with **EXHIBIT 1** attached hereto and made a part hereof, and that any and all Ordinances in conflict with the revisions of this Ordinance and the "Building Lease" contained in **EXHIBIT 1** are hereby repealed to the extent of such conflict.

Section 2: That this President and Board of Trustees of the Village of Burr Ridge hereby find that it is in the best interests of the Village of Burr Ridge and its residents that a new "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 1**.

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 between the Village of Burr Ridge and Nanophase Technologies Corporation.

Section 4: That this Ordinance shall take effect from and after its adoption and approval.

ADOPTED this 13th day of March, 2017, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 13th day of March, 2017, by the President of the Village of Burr Ridge.

Village President

ATTEST:

Village Clerk

BUILDING LEASE

<u>DATE OF LEASE</u> _____, 2017	<u>TERM OF LEASE</u> Beginning Ending 9/15/2017 9/15/2021	<u>BASE RENT AMOUNT</u> \$176,382.00 for first year
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LOCATION OF PREMISES:	451 Commerce Burr Ridge, Illinois	Security Deposit: \$ 10,000.00
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DESCRIPTION OF PREMISES: The property being leased hereunder is as depicted upon That diagram/site plan attached hereto as **Exhibit A**, together with those rights of ingress, egress, storage and loading set forth herein.

LESSEE

Name: Nanophase Technologies Corporation

Address: 451 Commerce
Burr Ridge, IL

LESSOR

Name: Village of Burr Ridge

Address: 7660 S. County Line Rd.
Burr Ridge, IL 60521

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

1. **Rent:** Lessee shall pay Lessor the base rent amount of \$176,382.00, which consists of \$8.82/square foot for 20,000 square feet, in twelve (12) equal installments in the amount of Fourteen Thousand Six Hundred Ninety-Eight and 50/100 Dollars (\$14,698.50) as rent for the Premises, at Lessor's address as shown above, payable on or before the 15th of each calendar month. The first monthly payment, and the security deposit in the amount of \$10,000 shall be due on or before September 15, 2017. Rent shall continue to be due monthly for the term of this Lease to be calculated based upon the following: for each year after the first year of this Lease, the base rental amount of \$176,382.00 will increase annually by that percentage equal to the annual percentage increase for the preceding twelve (12) months in the Consumer Price Index, (Chicago-All Items for all Urban Wage Earners and Clerical Workers) (CPI-W) or an amount of 3% annually, whichever is greater.

2. **Improvements:** Lessee shall be responsible for any improvements to the Premises, including, for example, carpeting, lighting and fixtures, partitions or ceiling enhancements, provided that any alteration or addition to the Premises by Lessee requires the prior written consent of Lessor. Said consent will not be unreasonably withheld by Lessor.

3. Condition and Upkeep of Premises: Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by Lessor, or his agent, prior to or at the execution of this Lease that are not herein expressed; Lessee will keep the Premises including all appurtenances, in good repair, replacing all broken glass and all damaged plumbing fixtures with others of equal quality, and will keep the Premises, including adjoining areas, in a clean and healthful condition according to the applicable municipal ordinances during the term of this Lease at Lessee's expense. Lessor will remove all snow and ice from the roof when necessary, and will be responsible for snow removal, as needed, from the sidewalk abutting the Premises and parking lot serving the Premises. Upon the termination of this Lease, for any reason, Lessee will yield up the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted. Lessor has responsibility for upkeep of all areas on the exterior of building, including, but not limited to the roof, parking area, grass area, sidewalks and exterior walls. Lessee has responsibility for upkeep of all elements on the interior of the space within the Premises, including, but not limited to, plumbing, electric, and H.V.A.C. equipment and facilities. Lessor represents that the plumbing, electric, gas and H.V.A.C. equipment and facilities is in good working order at the commencement of this lease. Lessor shall not be obliged to incur any other expense for repairing any improvements upon said demised premises or connected therewith, and the Lessee at his own expense will keep all improvements in good repair (injury by fire, or other causes beyond Lessee's control excepted) as well as in a good tenantable and wholesome condition, and will comply with all local or general regulations, laws and ordinances applicable thereto. If Lessee does not make repairs as required hereunder promptly and adequately, Lessor may, but need not make such repairs and pay the costs thereof, and such costs shall be so much additional rent immediately due from and payable by Lessee to Lessor. Lessee is obligated to provide Lessor prompt notice of any necessary repairs for which Lessor may be responsible.

4. Lessee's Access to Premises: Lessee shall have rights of reasonable ingress and egress to the Premises over the paved portions and sidewalks on Lessor's property as well as ingress and egress rights over Lessor's property to access Lessee's loading dock and shared use of Lessor's paved parking area. Lessee shall also be entitled to reasonable use of that area needed to the south of the Premises to locate its outside storage tank(s). The storage tank(s) shall be located generally in that area depicted for such use on **Exhibit A**. Lessee agrees to locate and install said tank(s) in a neat and orderly fashion. Lessee shall petition the Village of Burr Ridge or other applicable governmental entity for any variations(s) or permit(s) that may be needed to lawfully locate, construct and/or operate such tanks, Lessor acknowledges that said storage tanks are an integral part of Lessee's use of the Premises. If such permit, variation or approval as is needed to permit the lawful construction and use of such tanks is denied by the governmental entity with jurisdiction, Lessee shall have the option, within thirty (30) days after such denial, to terminate this Lease.

5. Lessee Not to Misuse; Sublet; Assignment: Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon for Lessor, and will not load floors with machinery or goods beyond the floor load rating prescribed by applicable governmental ordinances, and will not allow the Premises to be occupied in whole, or in part, by

any other person, and will not sublet the same or any part thereof, nor assign this Lease without in each case the prior written consent of the Lessor first had, and Lessee will not permit any transfer by operation of law, mortgage or other encumbrance of the interest in the Premises acquired through this Lease. Lessee will not permit the Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the building or increase the fire hazard of the building, or disturb the neighborhood, provided however, it is understood and acknowledged by Lessor that Lessee will conduct certain warehousing and manufacturing activities on the Premises and such activities shall be permitted if in compliance with applicable federal, state and local law. Lessee will not allow any signs, cards or placards to be posted, or placed thereon, nor permit any alteration of or addition to any part of the Premises, except by written consent of Lessor which consent would not be unreasonably withheld; all alterations and additions to the Premises shall remain for the benefit of Lessor unless otherwise provided in the consent aforesaid. Lessor represents that the Premises are currently zoned for Lessee's manufacturing, warehousing and office uses.

6. Mechanic's Lien: Lessee will not permit any mechanic's lien or liens to be placed upon the Premises or any building or improvement thereon during the term hereof, and in case of the filing of such lien Lessee will promptly pay same. If a default in payment shall continue for thirty (30) days after written notice to Lessee from Lessor to the Lessee, the Lessor shall have the right and privilege at Lessor's option of paying the same or any portion of the lien amount without inquiry as to its validity, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Lessee to Lessor and shall be repaid to Lessor immediately on tender of bill the lien costs.

7. Indemnify for Accidents: Lessee covenants and agrees that it will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrences on or about the Premises, causing injury to any person or property whomsoever or whatsoever and will protect, indemnify and save and keep harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions hereof. Lessee agrees to obtain from a responsible insurance company, or companies, at its expense, public liability insurance in an amount not less than ONE MILLION (\$1,000,000.00) DOLLARS with respect to any one accident and FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS property damage with respect to any one accident, and a certificate as to such insurance shall be deposited with Lessor.

8. Non-Liability of Lessor: None of the provisions of this Lease shall operate to waive any protections or immunities from suit or liability that the Lessor is entitled to as a municipal entity under Illinois or Federal law.

9. Water, Gas and Electric Charges: Lessee will pay, in addition to the rent above specified, all water rents, gas and electric light and power bills taxed, levied or charged on the

Premises, for and during the time for which this Lease is granted, and in case said water rents and bills for gas, electric light and power shall not be paid when due, Lessor shall, upon three days notice to Lessee have the right to pay the same, which amounts so paid are declared to be so much additional rent and payable with the installment of rent next due thereafter. Such services shall be separately metered.

10. Lessor's Access to Premises: Lessor and its designees shall have the right, upon reasonable notice to Lessee, to enter upon the Premises at all reasonable hours (and in emergencies at all times and without notice): (a) to inspect the same; (b) to make repairs, additions or alterations to the Premises or the building in which the same are located or any property owned or controlled by Lessor; provided, however, if Lessor intends to be reimbursed by Lessee for any such repairs, additions or alterations, it shall so notify Lessee at least fourteen (14) days prior to taking any such action in order for Lessee to determine whether it is responsible for any such repairs, additions or alterations. Lessor shall also have the right to utilize the unused portion of the area designated on **Exhibit A** as the "OUTSIDE STORAGE TANK AREA", ("AREA") including ingress and egress to and across such AREA, for its Public Works' operations. Prior to such use of the AREA, Lessor agrees, at Lessor's expense, to install a chain link security fence around that portion of the AREA currently used by Lessee for its storage tank(s). Lessor agrees to construct the fence in compliance with applicable IEPA standards and requirements regarding the security of Lessee's existing storage tank(s) in the AREA. In the event Lessor constructs said fence, Lessee shall be allowed continued access, as may be needed, to maintain its HVAC equipment and storage tank(s) in the AREA.

11. Option Period: Lessee has the right to extend the Lease term for three (3) consecutive 12 month periods. The annual rent escalation for each of the one year option periods will continue to be determined in the manner utilized during the initial 48 month Lease term. Responsibility for real estate taxes will continue to be determined in the manner utilized during the initial 36 month Lease term. Lessee must provide written notice to Lessor of its intent to exercise this option to extend the lease for a 12 month period at least six (6) months prior to the expiration of the term of the Lease. Notice must be provided in conformance with paragraph 25.

12. Abandonment and Reletting: If Lessee shall abandon or vacate the Premises, or if Lessee's right to occupy the Premises is terminated by Lessor by reason of Lessee's breach of any of the covenants herein, the same may be re-let by Lessor for such rent and upon such terms as Lessor may reasonably deem fit, subject to Illinois statute; and if a sufficient sum shall not thus be realized monthly, after paying the out-of-pocket expenses of such re-letting and collecting to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all deficiencies monthly during the remaining period of this Lease. Lessor shall exercise reasonable efforts to obtain a new lessee to occupy the Premises following abandonment or vacation thereof by Lessee at a rate of rental then prevailing in the Burr Ridge area and upon such other lease terms as are herein contained. Upon abandonment or vacation of the Premises, Lessee's obligation is to restore the Premises to its original condition at the commencement of this Lease and return the Premises to Lessor in good condition and repair, provided, however, Lessee shall not be required to remove any improvements to the Premises approved by Lessor (unless such improvements are special or unique to Lessee's business, as reasonably determined by Lessor, and are so

conditioned by Lessor). Lessee shall be solely responsible for the complete removal of any outside storage tank(s) and restoration of the affected location of the tank(s).

13. Hazards and Hazardous Substances: Lessor hereby represents that it has not brought or caused any hazardous materials to exist on, within, or under the Premises as of the commencement of Lessee's occupancy hereunder in violation of applicable environmental requirements under local, Illinois or Federal law. Lessee shall not cause or permit any hazardous material to be brought upon, or kept or used in or about the premises by Lessee, its agents, employees, contractors, or invitees, without the prior written consent of Lessor, (which consent Lessor shall not unreasonably withhold) so long as Lessee demonstrates to Lessor's reasonable satisfaction that such hazardous material is necessary or useful to Lessee's business and will be used, kept, and stored and disposed of in a manner that complies with all laws, rules, statutes, and ordinances regulating any such hazardous material so brought upon or used or kept in or about the Premises. Lessor consents to Lessee's use and storage of materials which are determined to be hazardous in reasonable quantities on the Premises so long as such materials are necessary or appropriate in connection with Lessee's manufacturing and warehousing uses on the Premises. If Lessee or Lessor breach their respective representations or obligations stated above in this paragraph, or if the presence of hazardous material on or about the Premises caused or permitted by Lessee or Lessor results in contamination of the Premises or Lessor's adjacent property, or if contamination of the Premises or surrounding area by hazardous material otherwise occurs the responsible party (Lessee or Lessor) shall indemnify, defend, and hold harmless the other from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Premises or Lessor's adjacent property, or the entire building, damages for the loss or restriction on the use of rentable or usable space or of any amenity of the Premises or Lessor's adjacent property, damages arising from any adverse impact on marketing of space in the building, and sum paid in settlement of claims, reasonable attorneys' fees, reasonable consultant fees and expert fees) that arise during or after the term of this Lease as a result of that contamination. This indemnification includes, without limitation, reasonable costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of hazardous material present in the soil or ground water on, under or about the Premises or Lessor's adjacent property. Without limiting the above, if the presence of any hazardous material on or about the Premises caused or permitted by either Lessor or Lessee results in any contamination of the Premises or surrounding area, or causes the Premises or surrounding area to be in violation of any laws, rules, statutes, or ordinances, the responsible party (Lessee or Lessor) shall promptly take all actions at its sole expense as are necessary to return the Premises and surrounding area to the condition existing before the introduction of any such hazardous material; provided that, if Lessee is responsible, Lessor's approval of those actions shall first be obtained, which approval shall not be unreasonably withheld so long as those actions would not potentially have any material adverse long-term or short-term effect on the Premises or surrounding area.

As used in this Lease, the term "hazardous material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the state of Illinois, or the United States government, including any material which, when

present, would require environmental remediation ("clean-up") under any such local, Illinois or Federal law. Lessee shall not allow, keep or use on the Premises any inflammable or explosive liquids or materials save such as may be necessary for use in the business of the Lessee, and in such case, any such substances shall be delivered and stored in amount, and used, in accordance with the rules for the applicable Board of Underwriters and statutes and ordinances now or hereafter in force. Further, no unlawful activities of any kind shall be conducted by Lessee on the Premises.

Nothing in this paragraph 13 shall be construed to impose any additional liability whatsoever upon either of the parties hereto as a result of any acts or omissions of any third parties, specifically including any tenants leasing other space from Lessor.

14. Default by Lessee: If Lessee shall vacate or abandon the Premises, or in case of the non-payment of the rent reserved hereby, or any part thereof, or of the breach of any covenant in this Lease, Lessee's right to the possession of the Premises thereupon shall terminate upon written notice to Lessee from Lessor and upon Lessee's failure to cure any such default within sixty (60) days of receipt of such notice, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the Premises; and if the Lessor so elects, but not otherwise, and upon written notice of such election to Lessee, this Agreement shall thereupon terminate, and upon the termination of Lessee's right of possession, as aforesaid, whether this Agreement be terminated or not, Lessee agrees to surrender possession of the Premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the Premises whatsoever, and hereby grants to Lessor full and free license to enter into and upon the Premises or any part thereof, to take possession thereof after due process of law, and to expel and to remove Lessee or any other person who may be occupying the Premises or any part thereof, and Lessor may repossess itself of the Premises as of its former estate, but such entry of the Premises shall not constitute a trespass or forcible entry or detainer, nor a waiver of any covenants, agreement or promise in this Agreement contained, to be performed by Lessee. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except as an express written waiver, shall not be construed as a waiver of Lessor's rights hereunder, or as an election not to proceed under the provisions of this Agreement.

15. Real Estate Taxes: Lessor is responsible for the base real estate taxes during the Lease term. The base real estate taxes for the 2015 tax year are \$ _____. Following the base year of 2015, the Lessor is subsequently responsible for the base real estate taxes plus an amount not to exceed 3% escalation of the base taxes. Lessor's obligation cannot increase more than 3% over the base taxes plus escalation amount of the prior year in any subsequent year. Following the first year, Lessee will be responsible for that portion of annual increases in real estate taxes for each subsequent year which exceeds the base year taxes plus a 3% escalation of that base amount, as set forth herein. Lessee's share shall be based on the actual increase in taxes each year, not on its prior year's payment or share. Lessee's payment, as required hereunder, shall be due upon issuance of the final tax bill for the second installment of taxes each year, within thirty (30) days of receipt of notice from Lessor, along with a copy of the tax bill and a reasonably

itemized statement by the Village showing the calculation by which Lessee's share of such tax bill was determined. Nothing in this paragraph shall limit Lessor or Lessee in the exercise of any rights afforded by Illinois law to challenge any assessment amount arrived at by the Assessor/County Clerk provided that any such challenge shall not delay or excuse the payment obligations of Lessor and Lessee set forth above.

16. No Rent Deduction or Set Off: Lessee's covenant to pay rent is and shall be independent of each and every other covenant of this Lease. Lessee agrees that any claim by Lessee against Lessor shall not be deducted from rent nor set off against any claim for rent in any action.

17. Security Deposit: The security deposit required herein shall be available to Lessor for its use or reimbursement to satisfy any of Lessee's obligations hereunder, if Lessee shall fail to meet or abide by such obligations. Lessor shall otherwise be allowed to use such security deposit monies as permitted by law.

18. Rent after Notice or Suit: It is further agreed, by the parties hereto, that after the service of notice, or the commencement of a suit or after final judgment for possession of the Premises, Lessor may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit, or said judgment.

19. Payment of Costs: Lessee will pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by Lessor in enforcing the covenants and agreements of this Lease.

20. Rights Cumulative: The rights and remedies of Lessor under this Lease are cumulative. The exercise or use of any one or more thereof shall not bar Lessor from exercise or use of any other right or remedy provide herein or otherwise provided by law, nor shall exercise nor use of any right or remedy by Lessor waive any other right or remedy.

21. Fire and Casualty: In the event the Premises are substantially damaged by fire or other casualty, Lessor shall, within sixty (60) days, notify Lessee in writing as to whether said Premises will be rebuilt or repaired, and in the event Lessor fails to so notify Lessee, Lessee may, at its option, terminate this Agreement by giving written notice to Lessor within ten (10) days after the expiration of said sixty (60) days. If Lessor so notifies Lessee that the Premises will be rebuilt or repaired, then this Agreement shall continue in effect upon the same terms and conditions; provided, however, if Lessor fails to rebuild or repair said Premises within sixty (60) days following the expiration of the sixty (60) day period in which Lessor must notify Lessee of such action, then Lessee may terminate this Agreement upon written notice to Lessor; and provided further, if Lessor so notifies Lessee that the Premises will be rebuilt or repaired, Lessee may, at its option, terminate this Agreement by giving written notice to Lessor within sixty (60) days after Lessor has so notified Lessee. If Lessor notifies Lessee that the Premises will not be rebuilt or repaired, and same are, in fact, not rebuilt or repaired within 180 days after the occurrence of the fire or other casualty, then this Agreement shall forthwith terminate. The fixed or basic rent herein reserved shall abate during the time that the Premises is untenable. In the

event of insubstantial damage to the Premises by fire or other casualty, said Premises shall be promptly restored or repaired by Lessor, and a just and proportionate part of the fixed or basic rent herein specified shall abate until said Premises have been fully restored or repaired.

22. Right to Cure Defaults: If either party shall fail to comply fully with any of its obligations under this Lease (including, without limitation, its obligations to make repairs, maintain various policies of insurance, comply with all laws, ordinances and regulations and pay all bills for utilities), then the non-defaulting party shall give notice to the defaulting party regarding the nature and extent of such default and the defaulting party will have sixty (60) days to cure any such default, and if it fails to cure such default, then the non-defaulting party shall have the right, at its option, to cure such breach at the other party's expense. Each party agrees to reimburse the other (as additional rental or otherwise) for all costs and expenses incurred as a result thereof together with interest thereon promptly upon demand.

23. Severability: Wherever possible each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease shall be prohibited by or invalid under applicable law, such provisions shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease.

24. Relationships of Parties: Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of Lessor and Lessee.

25. Notices: Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless served in writing and sent by United States registered or certified mail, return receipt requested, directed, if to Lessee to the Premises, and if to Lessor at the address listed on page 1 hereof or such other address as either party may designate by notice from time to time.

26. Waiver: One or more waivers of any covenant or condition by either party hereto shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition, and the consent or approval by one party to or of any act by the other party requiring the consenting party's consent or approval shall not be construed to waive or render unnecessary the consenting party's consent or approval to or of any subsequent similar act.

27. Entire Agreement: No oral statement or prior written matter shall have any force or effect all of which shall merge herein and be superseded hereby. No waiver of any provision of this Agreement shall be effective unless in writing, signed by the waiving party. The parties agree that they are not relying on any representations or agreements other than those contained in this Agreement. This Agreement shall not be modified except by a writing subscribed by all parties, nor may this Agreement be canceled by either party except with the written consent of the other, unless otherwise specifically provided herein. The invalidity or unenforceability of any provisions of this Agreement shall not affect or impair any other provision. All captions herein are solely for convenience and shall not be given any legal effect.

Except as otherwise provided in this Agreement, the covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of Lessor and Lessee and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereby set their hands and seals.

LESSOR:

VILLAGE OF BURR RIDGE
Cook and DuPage Counties, Illinois

President

LESSEE:

NANOPHASE TECHNOLOGIES CORORATION
DuPage County, Illinois




President

ATTEST:

Clerk

ATTEST:



Secretary

Dated: _____

Dated: 2/27/17

RESOLUTION NO. R-____-17**RESOLUTION OPPOSING ANY ADVANCEMENT OF SENATE BILL 1451**

WHEREAS, the Village of Burr Ridge supports the goal of ensuring reliable cellular coverage throughout our communities and encouraging the new frontier of technology such as 5G; and

WHEREAS, Senate Bill (SB) 1451 establishes the Small Wireless Facilities Deployment Act and severely limits municipal authority to regulate, site, or charge permit fees for wireless facilities; and

WHEREAS, SB 1451 permits a private business entity to take and use public property without reasonable regulation or fair compensation, amounting to an illegal taking that is an unprecedented use of public property with no basis in law; and

WHEREAS, SB 1451 allows cellular carriers and wireless providers, without oversight, to locate equipment where it may interfere with critical municipal systems used by police, firefighting, water, and other critical local operations; and

WHEREAS, SB 1451 fails to provide municipalities with adequate recourse to address unsafe installations or dangerous equipment; and

WHEREAS, SB 1451 fails to provide municipalities with any mechanism to protect against damage, harm, injury, or disruption to the public facility upon which the wireless facility or equipment may be mounted; and

WHEREAS, SB 1451 prohibits a municipality from requiring a wireless provider to indemnify the municipality or its employees, thereby requiring local taxpayers to face threats to public safety and bear the liability and responsibility of addressing the immediate impacts and costs of resolving problems should the provider fail to maintain their equipment, place the public at risk, or abandon their equipment altogether; and

WHEREAS, SB 1451 creates an automatic approval timeline, which is one-sided and detrimental to the public, presuming that municipalities are negligent and providers not when a permit is incomplete or inadequate; and

WHEREAS, SB 1451 provides unfettered and unsupervised access to commercial entities that have only their own profitability as their guide, going against a critical public interest to assure that wireless facilities are installed and maintained in a way that safeguards the public's connection to the wireless world in an era of heightened awareness of cyber security risks; and

WHEREAS, it is the responsibility of local authorities to protect the public health, safety, and welfare of its citizens, and SB 1451 would undermine this responsibility; and

WHEREAS, it is vital that local authorities be able to hold for-profit, commercial entities to an appropriate standard of responsibility for their use of a public asset; and

WHEREAS, in recent years, municipalities have successfully worked with both Nicor and Comcast to develop model franchises that have benefited both sides; and

WHEREAS, in 2016, the Illinois Municipal League worked with municipal attorneys and attorneys from the telecommunications industry to create a model Small Cell Antenna/Tower Right-of-Way Siting Ordinance; and

WHEREAS, many municipalities have already enacted an ordinance, are in the process of improving upon the model Small Cell Antenna/Tower Right-of-Way Siting Ordinance, or are developing master license agreements with the industry, indicating that municipalities are making a significant effort to develop reasonable standards for the deployment of wireless facilities; and

WHEREAS, Illinois municipalities are diverse and each one must be given a chance to develop reasonable regulations that will protect their community's specific needs;

NOW, THEREFORE, BE IT RESOLVED that the Village of Burr Ridge opposes SB 1451 and encourages the Illinois Legislature and Governor to oppose any advancement of SB 1451 or similar legislation; and

BE IT FURTHER RESOLVED that the Village of Burr Ridge encourages the telecommunications industry to look to the model Small Cell Antenna/Tower Right-of-Way Siting Ordinance as a starting point for this conversation, rather than pursue legislation; and

BE IT FURTHER RESOLVED that the Village of Burr Ridge is committed to developing reasonable regulations for the deployment of wireless technology and is eager to work with stakeholders to develop regulations that ensure reliable cellular coverage while preventing the unfettered taking and use of public property by private business concerns.

BE IT FURTHER RESOLVED by the Mayor and Board of Trustees of the Village of Burr Ridge, Cook and DuPage 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 Mayor and Board of Trustees of the Village of Burr Ridge hereby find that it is in the best interests of the Village of Burr Ridge and its residents to oppose SB 1451 and to work with stakeholders to develop regulations that ensure reliable cellular coverage while preventing the unfettered taking and use of public property by private business concerns.

SECTION 3: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 13th day of March, 2017, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 13th day of March, 2017, by the Mayor of the Village of Burr Ridge.

Village Mayor

ATTEST:

Village Clerk



VILLAGE OF
BURR RIDGE
A VERY SPECIAL PLACE

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

Mickey Straub
Mayor

Karen J. Thomas
Village Clerk

Steven S. Stricker
Village Administrator

March 14, 2017

Honorable Christine Radogno
Senate Republican Leader
309G Capitol Building
Springfield, IL 62706

*See attached
for addressees.*

Dear Senator Radogno,

On behalf of the Village of Burr Ridge, I respectfully request that you oppose the advancement of Senate Bill 1451 (Sen. Link, D-Gurnee) and any similar legislation filed this session. SB 1451 establishes the Small Wireless Facilities Deployment Act and severely limits municipal authority to regulate, site, or charge permit fees for wireless facilities. While local governments enthusiastically support the goals of providing reliable cellular coverage throughout our communities and encouraging the new frontier of technology such as 5G, the Village cannot support SB 1451 because it is a threat not only to municipal authority, but also to public health, safety, and welfare.

The Village opposes SB 1451 because it permits private businesses to take and use public property without reasonable regulation or fair compensation. This illegal taking would be an unprecedented use of public property and has no basis in law. SB 1451 essentially amounts to reverse eminent domain.

In addition, SB 1451 severely limits local governments' authority by all but eliminating their ability to regulate the location and installation of small wireless equipment within their jurisdictions. This poses a threat to public safety as cellular carriers and wireless providers would be allowed to locate equipment where it could interfere with or interrupt critical municipal systems used by police, firefighting, water, and other local operations. For example, if a provider places equipment immediately above sewer lines, how could municipal employees access the lines without placing themselves in danger from the live wireless equipment? Who is responsible for shutting off the wireless equipment and how fast can it be accomplished? What happens if a provider places equipment on a municipal light pole or traffic light that is not able to support the weight of the equipment?

Under this legislation, municipalities would have no adequate recourse to address unsafe installations or dangerous equipment. SB 1451 provides no mechanism to protect against damage, harm, injury, or disruption to the support structure or adjacent area where small wireless equipment may be placed. This bill places no responsibility or burden on the wireless provider or facility installer

to ensure public safety through any of their actions to locate, install, operate, or maintain their equipment. Furthermore, SB 1451 prohibits a municipality from requiring a wireless provider to indemnify the municipality or its employees. If the provider fails to maintain their equipment, places the public at risk, or decides to abandon their equipment altogether, local taxpayers would face the threats to public safety and would bear the liability and cost of the immediate impacts and of resolving the problems.

SB 1451 also creates an automatic approval timeline, which is one-sided and detrimental to the public. This presumes that municipalities are negligent but providers never are, so when a permit submittal is incomplete or inadequate, the municipality has no recourse regarding the legislation's automatic approval clause, unless the cell provider voluntarily agrees to their own deficiencies.

In addition to the impacts above which can arise with any commercial use of the public right-of-way, wireless facilities raise the additional concern of electronic security. In this era of heightened awareness of cyber security risks, the public needs assurance that wireless facilities will be installed and maintained in a way that safeguards their connection to the wireless world. SB 1451's unfettered and unsupervised access of public infrastructure by commercial entities, with only their own profitability as their guide, goes against this critical public interest.

The concerns listed above are just a few of the serious problems that plague SB 1451. Local authorities must be permitted to reasonably regulate the deployment of small wireless facilities and networks. It is a municipality's responsibility to protect the public health, safety, and welfare of its citizens. SB 1451 would severely undermine this responsibility.

Local governments have consistently and successfully addressed these issues with multiple utility providers by being able to ensure there is clear and detailed determination of how the many facets of public right-of-way usage are addressed, and by being able to hold the for-profit, commercial entity to an appropriate standard of responsibility for their use of this public asset. In recent years, municipalities have worked with both Nicor and Comcast to develop model franchises that have benefited both sides. The sort of legislation posed by SB 1451 is unnecessary and does nothing to engender good will among the telecommunications industry and municipalities.

Additionally, municipalities are making a significant effort to develop reasonable standards for the deployment of wireless facilities. In 2016, the Illinois Municipal League worked with municipal attorneys and attorneys from the telecommunications industry to create a model Small Cell Antenna/Tower Right-of-Way Siting Ordinance. Many municipalities, including the Village of Burr Ridge, have already enacted an Ordinance. Municipalities are diverse and each one must be given a chance to develop reasonable regulations that will protect their community's specific needs. Rather than pursue legislation, the

telecommunications industry should look to the model Small Cell Antenna/Tower Right-of-Way Siting Ordinance as a starting point for this conversation.

As such, we once again respectfully ask that you oppose SB 1451.

Should you have any questions, please do not hesitate to contact Executive Director Mark Baloga at (630) 571-0480, ext. 225 or mbaloga@dmmc-cog.org. Thank you for your consideration of this very important issue.

Very truly yours,

Mickey Straub
Mayor

MS:bp
encl

cc: Burr Ridge Board of Trustees
Burr Ridge Village Administrator

LETTER OPPOSING SB 1451 SENT TO (3-12-17):

Honorable Christine Radogno
Senate Republican Leader
309G Capitol Building
Springfield, IL 62706

Honorable Jim Durkin
House Republican Leader
316 Capitol Building
Springfield, IL 62706

Honorable Jacqui Collins
State Senator
M114 Capitol Building
Springfield, IL 62706

Honorable Mary Flowers
State Representative
251-E Stratton Office Building
Springfield, IL 62706

RESOLUTION NO. R-____-17**RESOLUTION OPPOSING ANY ADVANCEMENT OF
HOUSE BILL 2557 AND SENATE BILL 1388**

WHEREAS, current Illinois law requires the state, counties, municipalities, and townships to accommodate public utilities in the public rights-of-way subject to a permitting process in their respective jurisdictions; and

WHEREAS, House Bill (HB) 2557 and Senate Bill (SB) 1388 would require a communications provider issued a certificate of public convenience and necessity from the Illinois Commerce Commission (ICC) to be treated like a public utility with regard to the public rights-of-way; and

WHEREAS, Mobilitie, a self-defined privately-held telecommunications infrastructure company, has obtained a certificate of public convenience and necessity from the ICC; and

WHEREAS, Mobilitie is a strictly privately-owned, for profit commercial enterprise; and

WHEREAS, Mobilitie does not, in fact, provide any service directly to the public or individual customers, but, rather, provides "wholesale" services to actual providers; and

WHEREAS, such companies should not be accommodated in a manner similar to public utilities despite holding a certificate of public convenience and necessity from the ICC; and

WHEREAS, it is the responsibility of local governments to preserve and protect the public rights-of-way in their jurisdictions for the benefit of the public health, safety, and welfare of its citizens, and HB 2557 and SB 1388 would undermine municipal ability to meet this responsibility.

NOW, THEREFORE, BE IT RESOLVED that the Village of Burr Ridge opposes HB 2557 and SB 1388 and encourages the Illinois Legislature and Governor to oppose any advancement of HB 2557 and SB 1388.

BE IT FURTHER RESOLVED by the Mayor and Board of Trustees of the Village of Burr Ridge, Cook and DuPage 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 Mayor and Board of Trustees of the Village of Burr Ridge hereby find that it is in the best interests of the Village of Burr Ridge and its residents to oppose HB 2557 and SB 1388 in order to preserve and protect the public rights-of-way in their jurisdictions for the benefit of the public health, safety, and welfare of its citizens.

SECTION 3: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 13th day of March, 2017, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 13th day of March, 2017, by the Mayor of the Village of Burr Ridge.

Village Mayor

ATTEST:

Village Clerk

Day Robert & Morrison, P.C.

ATTORNEYS AT LAW

300 E. 5th Avenue
 Suite 365
 Naperville, Illinois 60563
 630-637-9811
 Fax 637-9814
 www.drm.law

SCOTT M. DAY
 RACHEL K. ROBERT
 CHRISTINA M. MORRISON

ROBERT G. BLACK
 KELLI M. SMITH
Of Counsel

March 7, 2017

VIA EMAIL AND REGULAR MAIL

mickey@mayormickey.com

Honorable Michael J. Straub
 Mayor
 Village of Burr Ridge
 7660 County Line Road
 Burr Ridge, Illinois 60527

RE: Burr Ridge Parkway Limited Partnership (c/o InSite Real Estate, LLC)
1333 Burr Ridge Parkway, Burr Ridge, Illinois 60527
V-OA-2017

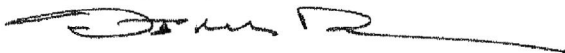
Dear Mayor Straub:

InSite Real Estate, LLC is asking that the Village Board consideration of the two variances recommended for approval by the Zoning Board of Appeals be delayed for an additional two weeks. This matter was originally continued to March 13, 2017 at my client's request, and they are asking that this issue be continued one additional time.

InSite staff is working on completing a reconfiguration of the parking plan in the corner side yard which would generate smaller 4 foot wide parking landscape islands that would comply with the code, but replace some of the parking south of the building in the vicinity of the land banked parking from the 1992 variation (Ordinance A-454-24-92). This is precisely the compromise InSite pledged to consider during the public hearing. Gerry and Carolyn Kostelny plan to share this compromise plan with the individual trustees and they need some time to arrange these meetings around Gerry's business travel plans.

Please let me know if my client's request for an additional continuance can be accommodated by the Village Board. Thank you for your consideration.

Very truly yours,



Scott M. Day

SMD:kg

cc: J. Douglas Pollock
 Gerald J. Kostelny
 Carolyn Kostelny
 Robert Schmude



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Mickey Straub
Mayor

Karen J. Thomas
Village Clerk

Steven S. Stricker
Village Administrator

February 21, 2017

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

Re: V-01-2017: 1333 Burr Ridge Parkway (In Site Real Estate); Variations

Dear President and Board of Trustees:

The Zoning Board of Appeals (ZBA) transmits for your consideration its recommendation to approve a request by Burr Ridge Parkway Limited Partnership for variations from Section XI.C.8 of the Zoning Ordinance to permit parking to be located 60 feet from the front lot line (Burr Ridge Parkway) rather than 79.76 feet (i.e. the established front building setback line) and from Section XI.C.8 of the Zoning Ordinance to permit additional parking between the building and the corner side lot line (north line along North Frontage Road) rather than the requirement prohibiting parking between the building and the corner side lot line. The petitioner owns the office building at 1333 Burr Ridge Parkway and intends to expand the parking lot for potential future tenants.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing on February 20, 2017. The primary concern with this request was the loss of open space on the property and the location of 44 parking spaces at the southwest corner of the property adjacent to the residential condo building at 1000 Village Center Drive. One resident from the condos spoke at the hearing as did the representative of the Burr Ridge Corporate Park Property Owners' Association. Both expressed concern about the parking in the vicinity of the residential condos.

The Commission was concerned that the need for the parking was based on speculation rather than having a specific tenant that showed the need for the parking. They were also concerned about the reduction in open space but were willing to recommend a reduction of open space in the front yard (east side) and the corner side yard (north side) if it meant increasing or maintaining open space in the southwest corner adjacent to the condo building.

Re: V-01-2017: 1333 Burr Ridge Parkway (In Site Real Estate); Variations (Page 2)

Based on the above considerations, the Zoning Board of Appeals concluded that the proposed variations comply with the standards of the Zoning Ordinance. Accordingly, by a vote of 6 to 0, the **Zoning Board of Appeals recommends approval** of V-01-2017 subject to compliance with the following conditions:

- A. That the additional parking located at the southwest corner of the property shall be deleted from the plan.
- B. That the petitioner may reduce the landscaping islands to 4 feet in width as permitted by the 1982 variation for this property to the extent that it allows the petitioner to add more parking spaces north of the building.
- C. That the parking lot expansion shall otherwise comply with the submitted plans.

Sincerely,

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

GT:JDP/mm
Enclosures

Day Robert & Morrison, P.C.

ATTORNEYS AT LAW

300 E. 5th Avenue
Suite 365
Naperville, Illinois 60563
630-637-9811
Fax 637-9814
www.drm.law

SCOTT M. DAY
RACHEL K. ROBERT
CHRISTINA M. MORRISON

ROBERT G. BLACK
KELLI M. SMITH
Of Counsel

February 21, 2017

VIA EMAIL AND REGULAR MAIL

dpollock@burr-ridge.gov

Mr. J. Douglas Pollock, AICP
Community Development Director
Village of Burr Ridge
7660 County Line Road
Burr Ridge, Illinois 60527

RE: Burr Ridge Parkway Limited Partnership (c/o InSite Real Estate, LLC)
1333 Burr Ridge Parkway, Burr Ridge, Illinois 60527
V-OA-2017

Dear Doug:

Per our telephone conference of today's date, InSite is requesting that the recommendation of the Zoning Board of Appeals be continued by the Village Board on February 27, 2017. Rather than having the Village Board vote next Monday, our client is asking that the matter be continued until the first meeting in March, which will be March 13, 2017.

InSite is in the process of studying the total number of parking spaces lost by the recommended condition attached to the parking variances recommended by the Zoning Board of Appeals. Per our indication of last evening, InSite staff is studying the practicability of reducing each of the individual parking island sizes to the minimum four-foot width dimension. Per your request in our telephone conference, we will provide you with a copy of this parking count study and alert you to the number of spaces we think that we can salvage. However, we are quite confident we will not be able to replace all 44 of the parking spaces taken away should the Zoning Board of Appeals condition be approved by the Village Board.

Please confirm that we will be continued to March 13, 2017. Thank you for your continued professional assistance on behalf of the Village.

Very truly yours,



Scott M. Day

SMD:kg

cc: Gerald J. Kostelny
Carolyn Kostelny
Robert Schmude

Annette Jones
1000 Village Center
Unit 208
Burr Ridge, IL

Feb. 10, 2017

Dear Mr. Pollock,

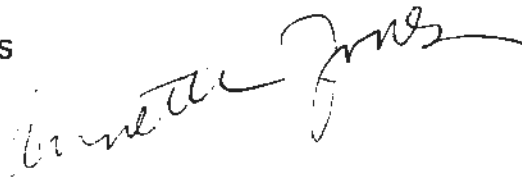
I am a resident of the 1000 Village Center building with a view towards I55 and the parking lot of McGraw Hill. I understand that InSite Realty has requested a large expansion of their parking lot. I find this unusual because I observe countless empty parking spaces at all times of the year.

I object to the corner and to the Bridewell Dr. expansion. The amount of added concrete is obtrusive and hardly aesthetic. In fact, it would be an eyesore to our residents.

Extra lighting, snow removal noise, and loss of landscaping would greatly diminish my quality of life and very likely, the value of my home!

Please consider the effects on the taxpayers in the 1000 building when deciding where extra parking can be added to the McGraw site. I always try to be a "good" neighbor, and hope that the 1333 building will, as well.

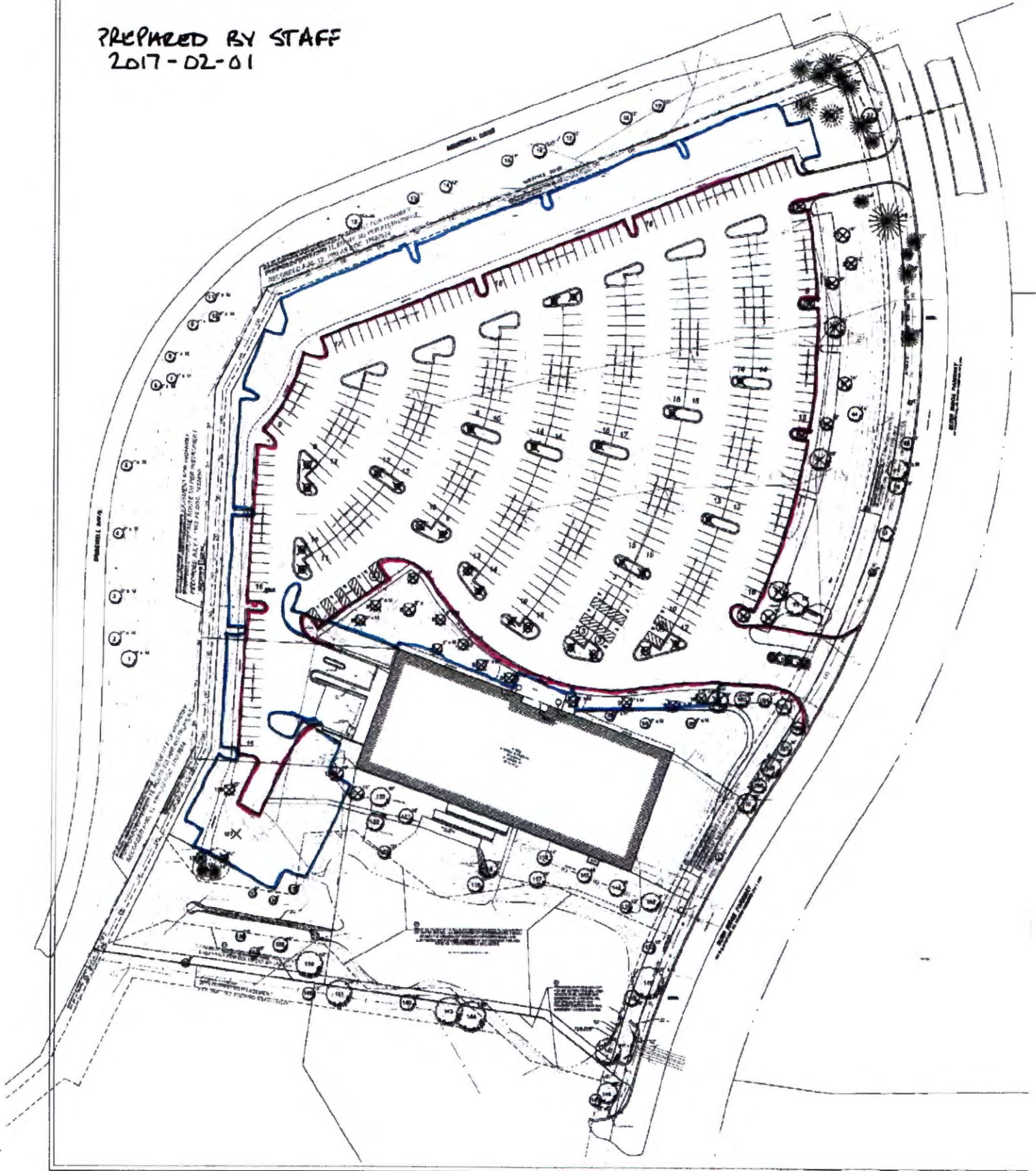
Sincerely,
Annette Jones

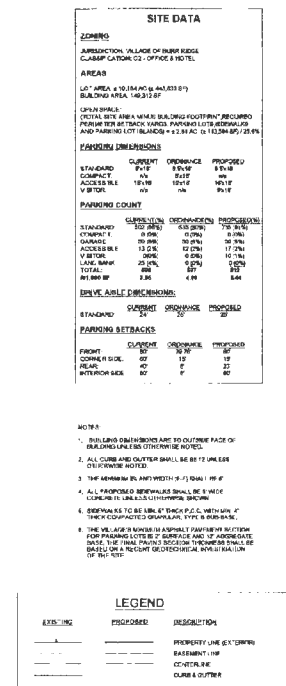
A handwritten signature in cursive script, appearing to read "Annette Jones", written in black ink.

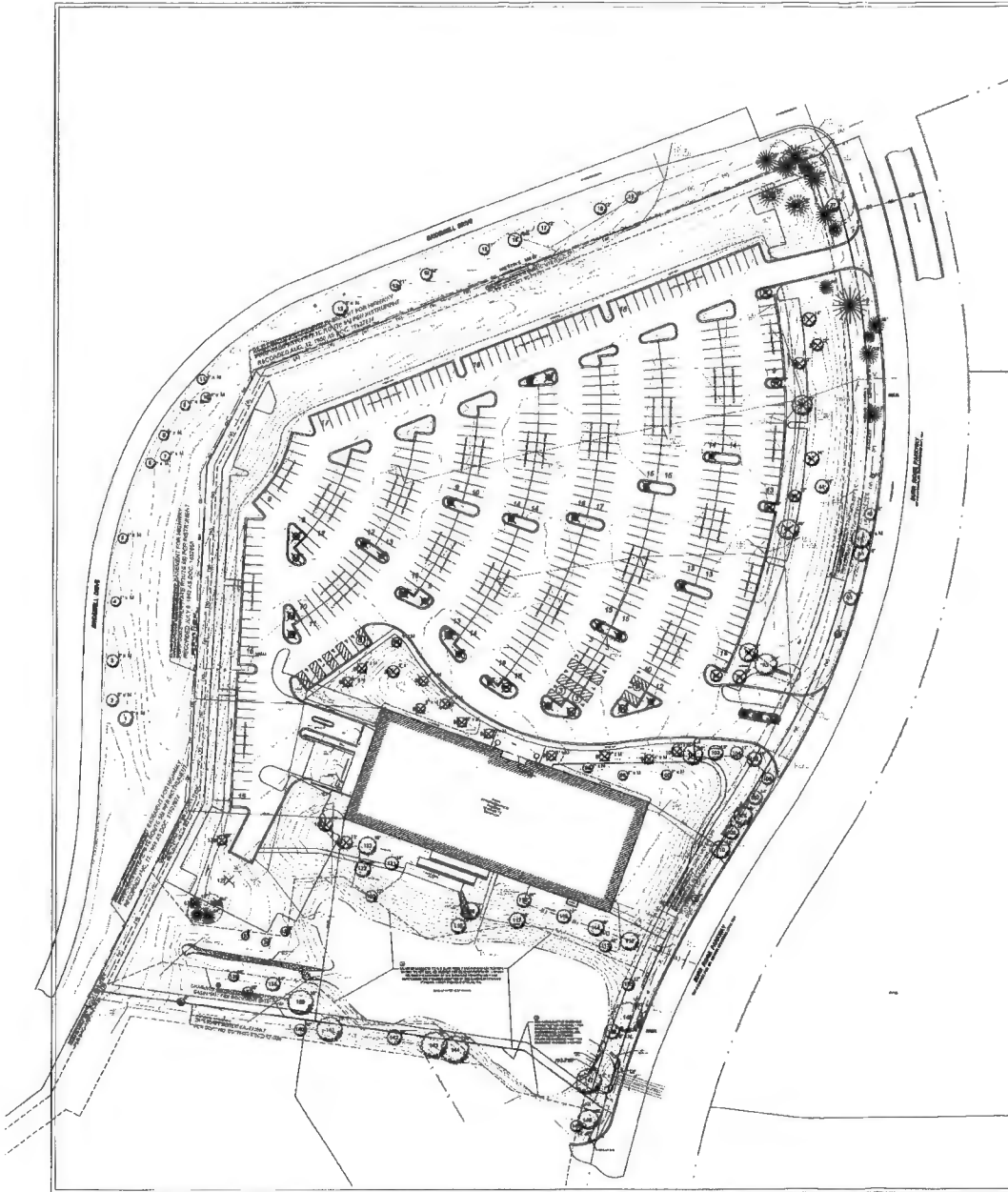
EXISTING —

PROPOSED —

PREPARED BY STAFF
2017-02-01







Site Preparation and Removals Legend

Item to be removed

Site Preparation and Removals Notes

1. Contractor shall install tree protection fencing as shown on this plan prior to beginning work. Maintain and adjust tree protection fencing as needed during progress of construction. Storage of materials, vehicular access, and all other construction activities are strictly prohibited within the limits of the tree protection fencing.
2. Tree stumps shall be ground to a minimum depth of 18" below existing grade or as required to properly prepare the work.
3. Remove and dispose of turf where planting areas are designated. Refer to Planting Plan for details of proposed landscape improvements.

Existing Tree Inventory

Tree ID	Species	DBH (in)	Height (ft)	Condition	Location	Notes
1	Q	12	15	Good	Area A	
2	Q	10	12	Good	Area A	
3	Q	8	10	Good	Area A	
4	Q	6	8	Good	Area A	
5	Q	4	6	Good	Area A	
6	Q	3	5	Good	Area A	
7	Q	2	4	Good	Area A	
8	Q	1	3	Good	Area A	
9	Q	1	3	Good	Area A	
10	Q	1	3	Good	Area A	
11	Q	1	3	Good	Area A	
12	Q	1	3	Good	Area A	
13	Q	1	3	Good	Area A	
14	Q	1	3	Good	Area A	
15	Q	1	3	Good	Area A	
16	Q	1	3	Good	Area A	
17	Q	1	3	Good	Area A	
18	Q	1	3	Good	Area A	
19	Q	1	3	Good	Area A	
20	Q	1	3	Good	Area A	
21	Q	1	3	Good	Area A	
22	Q	1	3	Good	Area A	
23	Q	1	3	Good	Area A	
24	Q	1	3	Good	Area A	
25	Q	1	3	Good	Area A	
26	Q	1	3	Good	Area A	
27	Q	1	3	Good	Area A	
28	Q	1	3	Good	Area A	
29	Q	1	3	Good	Area A	
30	Q	1	3	Good	Area A	
31	Q	1	3	Good	Area A	
32	Q	1	3	Good	Area A	
33	Q	1	3	Good	Area A	
34	Q	1	3	Good	Area A	
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36	Q	1	3	Good	Area A	
37	Q	1	3	Good	Area A	
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39	Q	1	3	Good	Area A	
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99	Q	1	3	Good	Area A	
100	Q	1	3	Good	Area A	



PRELIMINARY EXISTING LANDSCAPE PLAN

1333 BURR RIDGE PARKWAY

BURR RIDGE

ILLINOIS

L1.0

REVISIONS

NO.	DATE	DESCRIPTION
1	10/20/2011	ISSUED FOR PERMIT
2	11/01/2011	REVISED TREE INVENTORY
3	11/01/2011	REVISED TREE INVENTORY
4	11/01/2011	REVISED TREE INVENTORY
5	11/01/2011	REVISED TREE INVENTORY
6	11/01/2011	REVISED TREE INVENTORY
7	11/01/2011	REVISED TREE INVENTORY
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99	11/01/2011	REVISED TREE INVENTORY
100	11/01/2011	REVISED TREE INVENTORY

1333 Burr Ridge Parkway
 Burr Ridge, IL 60015
 630-274-3333
 630-274-3333



DRAFT

March 14, 2017

Robert Schillerstrom
Chairperson
Illinois Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515

Dear Bob,

There has been quite a lot of discussion lately, especially from our neighbors to the north, about the possibility of the Illinois Toll Highway Authority widening I-294. While the Village of Burr Ridge does not necessarily object to the potential widening of I-294 at this time, given what little information we have, I would like to make you aware of a few thoughts and concerns the Village of Burr Ridge has in regard to this matter:

- It is our understanding that any expansion of the roadway, relocation of underground utilities, or reconstruction of the noise walls would occur entirely within Tollway property. Any work requiring permanent easements or property acquisition from Burr Ridge residents would be strongly opposed.
- There appears to be available tollway property north of the oasis for an additional lane. However, the Village reserves the right to review any plans that may be forthcoming to determine any negative impact on our residents.
- Please be aware that, if it is the intent of the Tollway to add more than one lane, we would like to be informed of this immediately, as it may negatively impact our residents.
- It is our understanding that, if the tollway were to be expanded, the additional area required south of the oasis would come from the east side of the tollway. If our assessment is not correct, we would like to be informed of this immediately, as any expansion of the tollway on the west side, south of the oasis, would severely impact Burr Ridge residents.
- We request that a comprehensive noise study be undertaken prior to any final decision regarding the tollway expansion to determine the impact that the expansion may have on Burr Ridge residents. It is our expectation that any additional noise impacts on Burr Ridge residents will be fully mitigated.

- We request that the current state of the existing sound walls be reviewed and inspected to determine if there is a need to replace them, due to deterioration/age and that this replacement be made part of any proposed tollway resurfacing/expansion.
- It is our understanding that, in order for the tollway to be expanded, the oasis will need to be removed. We request that, if our assessment is correct and that the oasis must be removed, it be removed in its entirety. The oasis has long been a point of contention for Burr Ridge residents living adjacent to this facility, especially as it relates to the noise and fumes emanating from trucks that idle in the parking lot and along the oasis exit ramp.
- Again, our first preference is for the oasis to be eliminated. However, if for some reason it is determined that the oasis gas station and adjacent parking lot must stay, it is our request that the facility located on the west side of the tollway be renamed the "Burr Ridge Oasis" and that all revenue generated from this facility be directed to the Village of Burr Ridge. As I am sure you are aware, the "Hinsdale" oasis is nowhere near the Village of Hinsdale. This anomaly that was created in the late 1950s and early 1960s, prior to the growth and maturation of suburbs like Burr Ridge, must be corrected. It is only fair that the community that must accept the brunt of the negative impact of a facility of this type should be provided any corresponding revenues generated from this facility.

Bob, as always, we support your efforts to manage the tollway system efficiently and effectively and ask that you keep our thoughts in mind as you move forward with development of any plans to widen I-294. We would very much appreciate it if we could meet with you and your Staff at your earliest convenience to discuss this matter and confirm that our current understanding of the Tollway's long-range plans are correct. In the meantime, if you have any questions, please do not hesitate to contact either me at (630) 669-1726 or Village Administrator Steve Stricker at (630) 654-8181, ext. 2000.

Very truly yours,

Mickey Straub
Mayor

MS:bp

cc: Burr Ridge Board of Trustees
Burr Ridge Village Administrator

1600 E. Golf Rd., Ste. 110 Rolling Meadows, IL 60008 phone (847) 598-0166 fax (847) 598-0173

March 1, 2017

Mr. James D. Miedema
Village of Burr Ridge
451 Commerce Street
Burr Ridge, IL 60527

Dear Jim:

Thank you for your interest in the HP DesignJet Multi-Functional Systems. Enclosed is a proposal for the HP Designjet T2530 Postscript Multifunctional Printer. **Clifford-Wald is an Authorized and Service-Trained Hewlett-Packard Dealer.**

HP DesignJet T2530 Postscript Multifunction Printer – L2Y26A

(Includes one-year limited hardware warranty)

\$7,995.00

Upfront HP Cash In & Trade-up March 2017 Promotion Rebate (for eligible trade-in plotter) <\$1,250.00>

Total

\$6,745.00

Note: Postscript model required for PDF scanning

Freight

Included

Installation & Training

Included

*Tax exempt certificate required

*Terms: Net 30

*Quote is valid until March 31, 2017

Please expect my call as a follow-up to this proposal. In the meantime, if you have any questions, do not hesitate to call me.

Sincerely,



David Kirchner

Account Executive

(847) 598-0166 ext. 6205

dkirchner@clifford-wald.com

www.clifford-wald.com

POWER EQUIPMENT LEASING COMPANY

8G

605 ANDERSON DRIVE * ROMEOVILLE, IL. 60446 * P.(815) 886-1776 F.(815) 886-1161

Customer	Vehicle	Date	Estimate
VILLAGE OF BURR RIDGE 451 COMMERCE DRIVE BURR RIDGE, IL 60527 Phone: 630-323-4733 Fax: 630-323-4798	Tower SN: KX160093 Make: Model: VIN: Miles:	03/06/2017	2745
		Tower Mfg: VST471	
		Motor:	
		Unit #:	

Work to be Performed

FREIGHT IS NOT INCLUDED - TO BE DETERMINED

Qty/Hrs	Part / Tech	Description	Parts	Rate	Labor
1	ECC510	BACK UP ALARM	34.63		
1	RVS770718	BACK UP CAMERA SYSTEM	287.49		
4.00		INSTALL BACK UP CAMERA SYSTEM WITH REPLACEMENT MIRROR MONITOR.		105.00	420.00
1.00		PAINT CAB GUARD AND MOUNTS.		450.00	450.00
1.00		INSTALL HOUR METER.		105.00	105.00

You are entitled to a price estimate for the repairs you have authorized. The repair price may be less than the estimate but shall not exceed (1) any price limited estimate or (2) any parts and labor estimate by more than 10%. Additional repairs may not be performed without your consent. You may waive your right to a written estimate and require that you be notified if the price exceeds an amount you have specified.

You may waive your right to an estimate, which gives the motor vehicle repair facility the right to set the price without your permission. Your signature will indicate your selection.

(a) I request an estimate in writing before you begin repairs.

Signature _____

(b) Please proceed with repairs but call me for approval before continuing if the price exceeds \$ _____

Signature _____

(c) I do not want an estimate and you may set the price of repairs.

Signature _____

Labor	975.00
Parts	322.12
Freight	0.00
	0.00
	0.00
Towing	0.00
Sublet	0.00
Sales Tax	0.00
Shop Charge	48.75
F.E.T.	0.00
Inspection	0.00
Est. Total	1,345.87

* See reverse side for all terms and conditions.

**AN AGREEMENT REGULATING VIDEO SURVEILLANCE CAMERAS
(Fieldstone Subdivision)**

THIS AGREEMENT is made and entered into by and between the Village of Burr Ridge (hereinafter "VILLAGE"), an Illinois municipal corporation, and the Fieldstone Homeowners Association (hereinafter "ASSOCIATION"), by and through their respective duly authorized agents and/or representatives, relative to the public streets and open, visible property area comprising the entrance area to Fieldstone in the VILLAGE (hereinafter "AGREEMENT").

WITNESSETH:

WHEREAS, Article VII, Section 10(a) of the Illinois Constitution, and applicable law, authorizes a municipality to contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited; and

WHEREAS, the VILLAGE has received a written request for such an agreement from the ASSOCIATION, which represents a subdivision of homes located in Burr Ridge, Illinois at Fieldstone Dr., County Line Rd., and Plainfield Rd. commonly referred to as Fieldstone Subdivision; and

WHEREAS, the President and the Board of Trustees of the VILLAGE find it is in the best interests of the community, and in furtherance of the health, safety, and welfare of the residents of the ASSOCIATION, to cooperate with the ASSOCIATION in the installation and use of surveillance cameras at the entrance to the Subdivision; and

WHEREAS, the ASSOCIATION seeks to cooperate with the VILLAGE and wants to allow the VILLAGE and its Police Department to install and have access to the data from video surveillance cameras for security and investigative purposes.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the parties' mutual understandings, promises, covenants, and agreements as set forth below, the parties hereby agree and covenant as follows:

1. *Purpose.* This Agreement is intended to provide for the installation, maintenance and operation of surveillance cameras at the entrances of the Fieldstone Subdivision of Burr Ridge ("SUBDIVISION"). The ASSOCIATION has asked the VILLAGE to use surveillance cameras at the entrances to the SUBDIVISION at Fieldstone Dr., County Line Rd., and Plainfield Rd. to enhance security for the area. The ASSOCIATION hereby agrees to the installation and use of such surveillance cameras, and agrees to allow the Police Department of the VILLAGE access to any and all information from the camera feeds. It

is expressly understood that the Police Department will not provide any live surveillance, but will passively monitor the camera data, with the intention of utilizing the data when needed or relevant to an investigation.

2. *Work To Be Performed.* The Village agrees to extend its wireless network to Fieldstone Dr., County Line Rd., and Plainfield Rd. The Village will install 12 cameras, said installation to be at the entrances to the subdivision, as depicted on Exhibit A-1. Installation of the cameras will be completed on or before April 30, 2017. The camera feeds/data will be recorded and stored on VILLAGE servers.
3. The VILLAGE will purchase the equipment and services outlined in the Video Surveillance System Proposal conditioned on reimbursement to the Village by the Association as provided hereinafter below. The cameras and equipment used will be Bosch, generally described on Exhibit A-2 ("Equipment"). It has been represented to the parties by Bosch that this equipment carries a 3 year warranty and has an average life span of 10 years. The VILLAGE agrees to maintain the equipment in good working condition for the term of this AGREEMENT. If the equipment becomes non-functional (meaning it becomes inoperable, it is vandalized, or it is damaged through an act of God, or the ASSOCIATION desires upgrades or replacement of the equipment, it shall be at the sole expense of the ASSOCIATION. Prior to the end of the 3 year warranty period, the ASSOCIATION also shall have the option to purchase the preventive maintenance plan, as available, that includes full parts and labor, quarterly tune ups, and unlimited phone support, for \$68.90 a month for additional equipment protection.
4. *Costs.* The VILLAGE will arrange for the installation of these 12 cameras at the entrances to the SUBDIVISION at Fieldstone Dr., County Line Rd., and Plainfield Rd. The ASSOCIATION agrees to pay the VILLAGE half of the cost of the cameras and installation, in the amount of \$13,255 upon the execution of this Agreement. The ASSOCIATION agrees to pay the remaining cost of an additional \$13,255 to the VILLAGE upon the completion of the installation of the 12 cameras. The ASSOCIATION shall at all times, upon receipt of an invoice, be required to reimburse the VILLAGE for the full amount of any and all costs and expenses required by this Agreement as detailed in Exhibit A-2 Equipment.

5. *Administration.* There will be no live monitoring or surveillance by the VILLAGE using these cameras. The ASSOCIATION agrees that the VILLAGE will have unlimited access to the camera images and data, as may be determined necessary by the VILLAGE, in the VILLAGE's sole discretion.
6. *Compliance With Laws.* The cameras and information from these cameras shall be operated and used at all times in compliance with all applicable laws and regulations. These cameras are not intended for use for any individual, private or commercial purpose, nor are they intended to be used for any purpose which would constitute an invasion of any protected personal privacy interest nor to interfere with any person's reasonable expectation of personal privacy. The cameras shall be used in such a manner as to minimize or eliminate the capturing of any images or information inside any residence or private areas in the SUBDIVISION. Under no circumstances shall the information from the cameras be used in violation of any law or right of any person or persons. The VILLAGE reserves the unfettered right to determine when any particular use of certain information from the cameras may be in violation of any law or right of any person, persons or group and to take appropriate steps to properly address any such potential violation.
7. *Record-keeping.* The VILLAGE agrees to maintain the camera feeds/data on its server(s) for a period of 30 days or as may otherwise be required by law. The parties understand and agree that if such information and data is maintained by the VILLAGE, it may be subject to public release, if required by law. The VILLAGE shall have the discretion to determine if such information, records or data are required to be released under any applicable law. Information and communication regarding this Agreement and its implementation shall be between the President of the ASSOCIATION or his/her designated representative in cooperation with the VILLAGE Police Chief or his/her designated representative.
8. *Liability.* The VILLAGE, its Police Department or any of its staff or consultants shall have the right, but no legal duty, to monitor, analyze or otherwise review the camera feeds/data from these surveillance cameras, as needed in furtherance of the work of the Police Department. The VILLAGE agrees in good faith to operate the cameras in good working order but shall assume no liability or responsibility for any improper or negligent installation, positioning, temporary malfunction or inoperability, maintenance or monitoring of the cameras, or the information generated therefrom.

9. *Assumption of Risk.* The ASSOCIATION hereby acknowledges that there are liability risks and issues which may arise due to surveillance activities hereunder, and the ASSOCIATION agrees to assume, and does hereby assume, the full risk of any claims, including possible legal claims for damages, which the ASSOCIATION may experience or sustain as a result of entering into this AGREEMENT. The ASSOCIATION acknowledges that any such claims, which the ASSOCIATION may, or does, sustain as a result of entering into this AGREEMENT will not be covered by any insurance policy of which the VILLAGE is an insured.
10. *Waiver and Release of Claims.* The ASSOCIATION agrees to waive and relinquish, and hereby waives and relinquishes, all claims that the ASSOCIATION may have, or which may arise, against, involving or related to the VILLAGE stemming from, involving or related to this AGREEMENT and the video surveillance hereunder. The ASSOCIATION fully releases and discharges the VILLAGE from any and all claims for injuries, damages or violations of any rights of any kind, which the ASSOCIATION may have or which may accrue in the future, stemming from, involving or related to this AGREEMENT and the video surveillance hereunder.
11. *Term.* This AGREEMENT shall be for a term of ten (10) years. Either party may elect to terminate this AGREEMENT by providing thirty (30) days' written notice to the other provided however, that the responsibility for costs and reimbursement as set forth in paragraph 4 hereof shall remain that of the ASSOCIATION, and that the ASSOCIATION shall remain responsible for payment and/or reimbursement of any costs incurred by the VILLAGE for the purchase of the cameras and installation, as shall be due and owing at such time as the ASSOCIATION may elect to terminate the AGREEMENT pursuant to this paragraph 11.
12. *Notice.* Whenever notice is required to be sent to the VILLAGE, it shall be addressed as follows:

Village Clerk
Village of Burr Ridge
7660 S. County Line Rd.
Burr Ridge, IL 60527

with a copy to:

Police Chief
Burr Ridge Police Department
7660 S. County Line Rd.
Burr Ridge, IL 60527

and whenever notice is required to be sent to the ASSOCIATION, it shall be addressed as follows:

Fieldstone Homeowners Association
c/o Associa Chicagoland
24012 West Renwick Road #220
Plainfield, Illinois 60544

The ASSOCIATION shall be responsible for advising the VILLAGE in writing of any change in the above contact information. All notices shall be sent by personal delivery or certified mail, return receipt requested, and shall be deemed given as of the date of the personal delivery or, if given by certified mail, three (3) days from the date of mailing.

13. *Authority to Execute.* The ASSOCIATION hereby warrants and covenants that it has the full power and authority to enter into this AGREEMENT with the VILLAGE and with the execution of this AGREEMENT will provide the VILLAGE with satisfactory proof of the current legal status of the ASSOCIATION, as well as the authority of the undersigned to act on behalf of the ASSOCIATION and make the commitments set forth herein, including a written copy of a motion or resolution adopted by its Board of Directors regarding such authority. Any changes in the status of the ASSOCIATION, its authority or its legal structure shall be reported immediately to the VILLAGE.
14. *Entire Understanding.* This Agreement constitutes the entire understanding between the VILLAGE and the ASSOCIATION with respect to the subject matter contained herein and supersedes any and all prior understandings and/or agreements between the parties, whether written, oral, or otherwise. Any and all representations, agreements, promises, and/or understandings not expressly set forth herein are hereby null, void, and of no legal effect.
15. *Amendments.* This Agreement may be modified or amended only by the mutual consent of the parties. Any modification or amendment of this Agreement must be in writing, signed by the parties, and duly executed. Any attempt to modify or amend this Agreement that fails to conform to the aforementioned requirements shall be null, void, and of no legal effect.
16. *Counterparts.* This Agreement may be executed in any number of counterparts, with each counterpart deemed to be an original. This Agreement shall be effective on the last date executed by the parties below.
17. *Severability.* The terms, conditions, and provisions of this Agreement shall be severable, and if any terms, condition, or provision is found to be unenforceable for any reason

whatsoever, the remaining terms, conditions, and provisions shall remain in full force and effect.


18. *Illinois Law.* This Agreement is entered into under, and shall be governed for all purposes by, the laws of the State of Illinois.

IN WITNESS WHEREOF, the VILLAGE, pursuant to authority granted by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk, and the ASSOCIATION, pursuant to the authority duly granted by the adoption of a [Motion/ Resolution] by its Board of Directors, has caused this instrument to be signed by its President and attested by its Secretary.

VILLAGE OF BURR RIDGE

FIELDSTONE HOMEOWNERS ASSOCIATION

By: _____
Village President

By: 
President
of Burr Ridge HOA

ATTEST:

ATTEST:

By: _____
Village Clerk

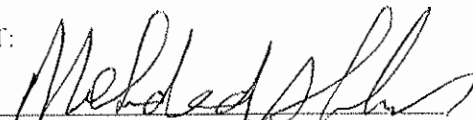
By: 
Secretary

EXHIBIT A-1
[Location of cameras]



EXHIBIT A-2

[Equipment]

FIELDSTONE VIDEO SURVEILLANCE SYSTEM PROPOSAL		
Fidei Group		
	Qty	Price
Camera system with a total of 12 cameras covering 2 subdivision Entrances /Exits		\$24,840
Bosch Starlight Dome Overview Camera (Make, Model Shot)	4	
Bosch LPR (License Plate Recognitions) Cameras	8	
BOSCH 1-CHANNEL ENCODER, H.264 DUAL-STREAMING, SD CARD SLOT, EXCL. PSU (without FPGA for VCA)	4	
POWER SUPPLY, 120VAC 60HZ, 12VDC 1A OUTPUT	2	
WiFi Bridge	2	
8PORT10/ 100+2GIGE TP/ SFP	2	
IFS 48VDC High Temp Industrial Power Supply	2	
Installation Materials / Enclosures	1	
DIVAR IP 3000 VIDEO MANAGEMENT APPLIANCE, MICRO TOWER (4-BAY), JBOD 8TB (4x2TB), FRONT-SWAPPABLE HDD; INCLUDES BVMS SERVER/CLIENT/VRM/VSG, SINGLE DVI (DVR - Digital Video Recorder)	1	
Setup and Installation	1	
Von's Electrical		
Electrical Hookup to existing street light	2	\$1,000
Orbis Communciations		
Project management and network configuration	1	\$500
Signage		
Custom video surveillance signs, post, installation	2	\$170
Total		\$26,510

VILLAGE OF BURR RIDGE

ACCOUNTS PAYABLE APPROVAL REPORT

BOARD DATE: 03/13/17

PAYMENT DATE: 03/14/17

FISCAL 16-17

FUND	FUND NAME	PAYABLE	TOTAL AMOUNT
10	General Fund	73,366.76	73,366.76
23	Hotel/Motel Tax Fund	9,060.00	9,060.00
31	Capital Improvements Fund	4,125.22	4,125.22
51	Water Fund	230,453.93	230,453.93
52	Sewer Fund	969.56	969.56
61	Information Technology Fund	4,182.43	4,182.43
TOTAL ALL FUNDS		<u>\$ 322,157.90</u>	<u>\$ 322,157.90</u>

GRAND TOTAL	<u>\$ 322,157.90</u>
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PAYROLL

PAY PERIOD ENDING FEBRUARY 25, 2017

	TOTAL PAYROLL
Legislation	
Administration	20,413.82
Community Development	11,792.45
Finance	10,527.47
Police	139,554.22
Public Works	28,584.38
Water	35,101.24
Sewer	9,334.38
IT Fund	310.02
TOTAL	<u>\$ 255,617.98</u>

GRAND TOTAL	<u>\$ 577,775.88</u>
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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 1010 Boards & Commissions					
10-1010-40-4042	WB/BR chamber mtg/Schiappa-Mar1	Willowbrook/Burr Ridge	03/28/17	March2017	20.00
10-1010-50-5030	Ver. cell phone bill-Jan'17	Verizon Wireless	01/21/17	9779092620Jan17	62.58
10-1010-80-8030	Video tape board mtg-02/13/17	Fernando Garron	03/01/17	Feb2017	450.00
10-1010-80-8030	Video tape board mtg-02/27/17	Fernando Garron	03/01/17	Feb2017	450.00
Total For Dept 1010 Boards & Commissions					982.58
Dept 2010 Administration					
10-2010-40-4042	WB/BR chamber mtg/2-Mar17	Willowbrook/Burr Ridge	03/28/17	March2017	40.00
10-2010-40-4042	DMMC/CBM-Stricker/Feb17	DuPage Mayors & Managers	03/03/17	9817	40.00
10-2010-40-4042	NIU Strategic Planning Pgm/Stri	Northern Illinois Univers	02/01/17	578510	149.00
10-2010-50-5030	Ver. cell phone bill/2-Jan'17	Verizon Wireless	01/21/17	9779092620Jan17	135.16
Total For Dept 2010 Administration					364.16
Dept 3010 Community Development					
10-3010-40-4041	Reimb-Asst to Adm/Planner ad/Po	Barbara Popp	03/09/17	Mar2017	50.00
10-3010-40-4041	Asst to Adm/Planner ad-Mar''17	Illinos City/County Manag	03/08/17	770	50.00
10-3010-40-4042	WB/BR chamber mtg/Pollock-Mar17	Willowbrook/Burr Ridge	03/28/17	March2017	20.00
10-3010-50-5020	Food srvc inspections/18-Oct/De	Cook County Dept of Publi	02/06/17	Feb2017	1,800.00
10-3010-50-5030	Ver. cell phone bill/2-Jan'17	Verizon Wireless	01/21/17	9779092620Jan17	145.16
10-3010-50-5035	Hearing notc-02/02/17	Chicago Tribune	02/28/17	003152168	48.29
10-3010-50-5035	Hearing notc-02/09/17	Chicago Tribune	02/28/17	003152168	61.89
10-3010-50-5075	B&F/7501 Soper Av-Feb17	B & F Construction Code S	02/21/17	45986	225.00
10-3010-60-6000	"APPROVED" stamp/Pollock-Feb17	Rubber Stamp Champ	02/02/17	873468	20.65
10-3010-60-6020	Gasoline/77.5gal-Nov16/Feb17	DuPage County Public Work	02/21/17	2017-5F	150.99
Total For Dept 3010 Community Development					2,571.98
Dept 4010 Finance					
10-4010-50-5030	Ver. cell phone bill-Jan'17	Verizon Wireless	01/21/17	9779092620Jan17	72.58
10-4010-50-5040	2016 PR & AP tax forms/less crd	Quill Corporation	03/07/17	03083851 Feb17	208.88
Total For Dept 4010 Finance					281.46
Dept 4020 Central Services					
10-4020-50-5081	FSA monthly fee-Feb'17	Discovery Benefits, Inc.	02/28/17	12993 730902-IN	83.00
10-4020-50-5081	IRMA deductible-Jan'17	I.R.M.A.	02/28/17	SALES0015818	1,794.36
10-4020-50-5081	IRMA deductible-Feb'17	I.R.M.A.	02/28/17	SALES0015818	9,271.17
10-4020-60-6000	"IMAGED" stamp/Popp-Feb17	Rubber Stamp Champ	02/02/17	873468	22.05
10-4020-60-6010	2cs coffee & supls/PW-Feb'17	Commercial Coffee Service	02/21/17	540 140767	151.05
10-4020-60-6010	1cs coffee & supls/PD-Feb'17	Commercial Coffee Service	02/22/17	541 140742	58.85
10-4020-60-6010	1cs coffee & supls/VH-Mar'17	Commercial Coffee Service	03/03/17	539 140946	38.45
Total For Dept 4020 Central Services					11,418.93
Dept 5010 Police					
10-5010-40-4032	#11501 Blackhawk holster/1-Feb'	Taser International	02/21/17	SI1471353	57.04
10-5010-40-4032	Shp/Hndl chg-Feb'17	Taser International	02/21/17	SI1471353	12.96
10-5010-40-4040	2017 FBI-LEEDA dues/Madden	FBI-LEEDA	03/10/17	42387916-17	50.00
10-5010-40-4042	PAT312R Breachpoint sem/Cervenk	North East Multi-Regional	02/16/17	279 216100	50.00
10-5010-40-4042	PAT312R Breachpoint sem/Husarik	North East Multi-Regional	02/16/17	279 216100	50.00
10-5010-40-4042	DMMC/CBM-Madden & Loftus/Feb17	DuPage Mayors & Managers	03/03/17	9817	80.00
10-5010-50-5020	Lexis/Nexis chg-Feb'17	LexisNexis Risk Solutions	02/28/17	1267894-20170228	50.00
10-5010-50-5020	Notary Bd, State fee/McKnabb-Fe	Illinois Notary Discount	02/02/17	Feb2017	29.05
10-5010-50-5020	Notary bond & state fee/Henders	Illinois Notary Discount	02/01/17	Feb2017A	29.05
10-5010-50-5025	Postage (notary stamp)/McKnabb-	Illinois Notary Discount	02/02/17	Feb2017	5.95
10-5010-50-5025	Postage/Henderson-Feb17	Illinois Notary Discount	02/01/17	Feb2017A	5.95
10-5010-50-5030	Ver. cell phone bill-Jan'17	Verizon Wireless	01/21/17	9779092620Jan17	992.44

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 5010 Police					
10-5010-50-5050	Camera mounting bracket-Feb17	Brite Computers	02/27/17	08740	50.00
10-5010-50-5050	Rpr printer/unit #3-Feb'17	Public Safety Direct, Inc	02/24/17	89937	50.00
10-5010-50-5050	Rpl docking stn bolts/unit #2-F	Public Safety Direct, Inc	02/24/17	89937	50.00
10-5010-50-5050	ATC fuse/1-Feb'17	Public Safety Direct, Inc	02/24/17	89937	1.00
10-5010-50-5050	Radio equip maint-Apr'17	J&L Electronic Service, I	04/01/17	1000684	37.90
10-5010-50-5051	Vehicle washing/27-Feb'17	Fuller's Car Wash	02/28/17	4582	189.00
10-5010-50-5051	Instl Panasonic camera/unit #13	Public Safety Direct, Inc	03/02/17	89971	300.00
10-5010-50-5051	Install L3 dash camera/unit#131	Public Safety Direct, Inc	03/07/17	89992	327.00
10-5010-50-5051	GOF/rpl fan blower resistor/#11	Willowbrook Ford	02/21/17	6235572/2	217.82
10-5010-50-5051	GOF/unit #1309-Feb'17	Willowbrook Ford	02/23/17	6235763/2	40.95
10-5010-50-5095	NIPAS annual phys. exam/Weeks-F	NorthShore Univer. Health	02/20/17	920001664	131.00
10-5010-60-6000	Office Supplies	Runco Office Supply	03/09/17	5901_678702-0	29.98
10-5010-60-6010	FEDELE223T1 - Federal TCTL 223C	Kiesler Police Supply, In	02/13/17	0796547	1,379.50
10-5010-60-6010	SPEER53962 - Speer Gold SDot 40	Kiesler Police Supply, In	02/13/17	0796547	459.32
10-5010-60-6010	FEDEAE40R1 - Federal AE S&W 180	Kiesler Police Supply, In	02/13/17	0796547	631.70
10-5010-60-6010	FEDEXM193 - Federal 5.56MM 55GR	Kiesler Police Supply, In	02/13/17	0796547	517.29
10-5010-60-6010	VER94917 Verbatim DVD+R/2pks-Fe	Runco Office Supply	02/22/17	5901_677199-0	44.40
10-5010-60-6010	Prisoner meals/2-Feb'17	Shell Oil Company	02/23/17	65216376702	13.25
10-5010-60-6010	Blanket cleaning-Feb'17	Kerkstra Cleaners	03/04/17	3238181_788245	18.50
10-5010-60-6010	Federal Ballisticlean /2cs-Feb'	Kiesler Police Supply, In	02/22/17	0796547A	875.00
10-5010-60-6010	Federal AE 40S&W 180gr/3cs-Feb'	Kiesler Police Supply, In	02/23/17	0796547B	998.55
10-5010-60-6010	Lexar Prof. 32gb SC card/3pks-F	Amazon.com Credit	02/03/17	Feb2017	59.85
10-5010-60-6010	Bushell 14P trophy cam/2-Feb'17	Amazon.com Credit	02/07/17	02-07-17	285.28
10-5010-60-6010	Sandisk 32 gb SDHC memory card/	Amazon.com Credit	02/07/17	02-07-17	51.80
10-5010-60-6010	MasterLock locking cable/2-Feb1	Amazon.com Credit	02/07/17	02-07-17	33.88
10-5010-60-6010	Notary stamp/McKnabb-Feb17	Illinois Notary Discount	02/02/17	Feb2017	18.95
10-5010-60-6010	Notary stamp/Henderson-Feb17	Illinois Notary Discount	02/01/17	Feb2017A	18.95
10-5010-60-6020	Gasoline/5888.70gal-Nov16/Febl7	DuPage County Public Work	02/21/17	2017-5F	11,461.17
Total For Dept 5010 Police					19,704.48
Dept 6010 Public Works					
10-6010-40-4032	Uniform rental/cleaning-02/21/1	Breens Inc.	02/21/17	9027_362744	89.11
10-6010-40-4032	Uniform rental/cleaning-02/28/1	Breens Inc.	02/28/17	9027_362925	74.60
10-6010-40-4032	Uniform rental/cleaning-03/07/1	Breens Inc.	03/07/17	9027_363105	74.60
10-6010-40-4032	Safety shoes/Mediema-Feb'17	Red Wing Shoe Store	02/28/17	13-045A	134.99
10-6010-40-4042	Mileage to/from PW/VH-Benedict/	Shirley Benedict	03/01/17	Mar2017	22.47
10-6010-40-4042	Mileage to/from PW/VH-Rothbard/	Catherine R. Rothbard	02/27/17	Feb2017	35.31
10-6010-40-4042	IPass card renewal/3-Ja/Febl7	Illinois Tollway	02/28/17	1882954Jan17	120.00
10-6010-50-5030	Ver. cell phone bill-Jan'17	Verizon Wireless	01/21/17	9779092620Jan17	378.44
10-6010-50-5035	MFT bid notc-02/10/17	Shaw Media	02/28/17	10074573_Feb17	44.04
10-6010-50-5035	Garage door replmnt bid notc-02	Shaw Media	02/28/17	10074573_Feb17	82.32
10-6010-50-5051	Safety test/unit #34-Feb'17	Courtney's Safety Lane, I	02/22/17	9113	35.00
10-6010-50-5051	Vehicle washing/1-Feb'17	Fuller's Car Wash	02/28/17	4578	4.99
10-6010-50-5054	Rpr street light/Wedgewood Dr-F	Rag's Electric	02/10/17	21123	378.51
10-6010-50-5055	Rpr traffic sig/Bridewell-Feb'1	Meade Electric Company, I	02/28/17	14863_678610	175.00
10-6010-50-5056	Area tree trimming-Feb'17	Winkler's Tree Service, I	02/20/17	8086_95390	10,976.40
10-6010-50-5056	Tree trimming/area 6-Feb'17	Winkler's Tree Service, I	02/27/17	9086_95411	10,710.00
10-6010-50-5085	Shop towel rental-02/21/17	Breens Inc.	02/21/17	9027_362744	4.50
10-6010-50-5085	Shop towel rental-02/28/17	Breens Inc.	02/28/17	9027_362925	4.50
10-6010-50-5085	Shop towel rental-03/07/17	Breens Inc.	03/07/17	9027_363105	4.50
10-6010-60-6010	Dry Erase planning board-Feb'17	McMaster-Carr Supply Comp	02/22/17	15100892	92.78
10-6010-60-6010	Flat gray primer-Feb'17	Menards - Hodgkins	02/28/17	32060290_61629	2.99
10-6010-60-6020	Gasoline/1185.65gal-Nov16/Febl7	DuPage County Public Work	02/21/17	2017-5F	2,307.97

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 6010 Public Works					
10-6010-60-6020	Diesel fuel-Feb'17	Speedway SuperAmerica LLC	02/27/17	1001519840-Feb17	1,311.18
10-6010-60-6040	V-Belt Kubota 84 hp	Alexander Equipment Co.	02/16/17	130765	29.95
10-6010-60-6040	Upper Radiator Mount	Alexander Equipment Co.	02/16/17	130765	6.95
10-6010-60-6040	Upper Radiator Hose 84 Kubota	Alexander Equipment Co.	02/16/17	130765	24.95
10-6010-60-6040	Lower Radiator Hose 84 Kubota	Alexander Equipment Co.	02/16/17	130765	32.95
10-6010-60-6040	Restriction Indicator	Alexander Equipment Co.	02/16/17	130765	17.95
10-6010-60-6040	2" Stainless Hose Clamps	Alexander Equipment Co.	02/16/17	130765	40.00
10-6010-60-6040	Compressor fuel line hose-Feb'1	Westown Auto Supply Co. I	02/13/17	72677	22.42
10-6010-60-6041	Rpl steering linkage/unit #34-F	Coffman Truck Sales, Inc.	02/22/17	1001107677	252.37
10-6010-60-6041	Ignition coil/unit #16-Feb'17	Westown Auto Supply Co. I	02/23/17	2901_72793	27.99
10-6010-60-6042	Supplies for barrier wall insta	Menards - Hodgkins	02/13/17	32060290_60269	156.91
10-6010-60-6042	Banding strap (sign instl) 1-Fe	Traffic Control & Protect	02/15/17	88926	139.65
10-6010-60-6050	Misc. tools for PW.	Menards - Hodgkins	02/13/17	32060290_60269	19.74
10-6010-70-7000	Reflective 28" cones72/less crd	Traffic Control & Protect	02/23/17	88988	100.65
Total For Dept 6010 Public Works					27,936.68
Dept 6020 Buildings & Grounds					
10-6020-50-5052	HVAC maint/VH-Feb'17	Dynamic Heating & Piping	02/23/17	SM16007-1	2,025.00
10-6020-50-5052	HVAC maint/PD-Feb'17	Dynamic Heating & Piping	02/23/17	SM16007-1	825.00
10-6020-50-5052	HVAC maint/PW-Feb'17	Dynamic Heating & Piping	02/23/17	SM16007-1	312.49
10-6020-50-5052	Garbage removal/VH-Mar'17	Waste Management	03/31/17	2760593-2009-9	115.58
10-6020-50-5052	Garbage removal/PW-Feb 02 & Feb	Waste Management	02/24/17	2760667-2009-1	123.81
10-6020-50-5052	Garbage removal/PD-03/01/17	Waste Management	02/24/17	2760669-2009-7	157.05
10-6020-50-5052	Srvc OH garage door/PW-2nd from	Wunderlich Doors, Inc.	02/06/17	195503	700.25
10-6020-50-5052	Rpl entrapment sensor/PW overhd	Wunderlich Doors, Inc.	02/10/17	195511	639.75
10-6020-50-5052	Rpr Trane HVAC heating sys/PD-F	Dynamic Heating & Piping	02/10/17	202333	2,295.50
10-6020-50-5052	Rpr generator/PW-Oct'16	Nationwide Power Solution	10/05/16	320554	570.00
10-6020-50-5052	Boiler inspection/certification	Office of the State Fire	02/16/17	9570360	70.00
10-6020-50-5058	Mat rental/PD-02/21/17	Breens Inc.	02/21/17	9028 362738	36.00
10-6020-50-5058	Mat rental/PW-02/21/17	Breens Inc.	02/21/17	9028 362738	21.00
10-6020-50-5058	Mat rental/VH-02/21/17	Breens Inc.	02/21/17	9028 362738	15.00
10-6020-50-5058	Mat rental/PD-02/28/17	Breens Inc.	02/28/17	9028 362919	36.00
10-6020-50-5058	Mat rentals/PW-02/28/17	Breens Inc.	02/28/17	9028 362919	21.00
10-6020-50-5058	Mat rentals/VH-02/28/17	Breens Inc.	02/28/17	9028 362919	15.00
10-6020-50-5058	Cell cleaning-Mar'17	Service Master	03/01/17	184308	275.00
10-6020-50-5058	Mat rental/PD-03/07/17	Breens Inc.	03/07/17	9028 363099	36.00
10-6020-50-5058	Mat rental/PW-03/07/17	Breens Inc.	03/07/17	9028 363099	21.00
10-6020-50-5058	Mat rental/VH-03/07/17	Breens Inc.	03/07/17	9028 363099	15.00
10-6020-50-5080	Nicor heating/VH-Feb'17	NICOR Gas	02/15/17	47025700007Feb	736.23
10-6020-50-5080	Nicor heating/VH garage-Feb'17	NICOR Gas	02/15/17	57961400009/Feb17	174.04
10-6020-50-5080	Nicor heating/RA lodge-Feb'17	NICOR Gas	02/15/17	61407700006/Feb17	60.63
10-6020-50-5080	Nicor heating/PD-Feb'17	NICOR Gas	02/16/17	66468914693Feb17	385.03
10-6020-50-5080	Nicor heating/RA-Feb'17	NICOR Gas	02/15/17	81110732419/Feb17	57.00
10-6020-50-5080	Sewer chg/PW-Feb'17	Flagg Creek Water Reclama	02/27/17	008917-000/Feb17	32.25
10-6020-60-6010	Hydraulic door closer/VH-Feb'17	Grainger	02/24/17	9371094229	172.76
10-6020-60-6010	Univ. door closer/1-Feb17	McMaster-Carr Supply Comp	02/16/17	14200868	144.12
10-6020-60-6010	Light ballast/PD lunchroom-Feb'	Industrial Electric Suppl	02/22/17	VILLA02 247443	19.00
Total For Dept 6020 Buildings & Grounds					10,106.49
Total For Fund 10 General Fund					73,366.76

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE
EXP CHECK RUN DATES 03/06/2017 - 03/11/2017
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 23 Hotel/Motel Tax Fund					
Dept 7030 Special Revenue Hotel/Motel					
23-7030-80-8055	H/M marketing-Feb'17	Boost Creative Marketing	02/28/17	1151	6,117.50
23-7030-80-8055	H/M advertising-Feb'17	Boost Creative Marketing	02/28/17	1152	200.00
23-7030-80-8055	H/M tote bags-Feb'17	Boost Creative Marketing	02/28/17	21055	2,742.50
Total For Dept 7030 Special Revenue Hotel/Motel					9,060.00
Total For Fund 23 Hotel/Motel Tax Fund					9,060.00
Fund 31 Capital Improvements Fund					
Dept 8010 Capital Improvement					
31-8010-70-7010	79th St LAFO.eng-Jan'17	Patrick Engineering Inc.	02/17/17	21677.033-6	4,125.22
Total For Dept 8010 Capital Improvement					4,125.22
Total For Fund 31 Capital Improvements Fund					4,125.22
Fund 51 Water Fund					
Dept 6030 Water Operations					
51-6030-40-4032	Uniform rental/cleaning-02/21/1	Breens Inc.	02/21/17	9027 362744	97.81
51-6030-40-4032	Uniform rental/cleaning-02/28/1	Breens Inc.	02/28/17	9027 362925	81.88
51-6030-40-4032	Uniform rental/cleaning-03/07/1	Breens Inc.	03/07/17	9027 363105	81.88
51-6030-40-4032	Safety shoes/Hovorka-Feb'17	Red Wing Shoe Store	02/28/17	13-045	116.99
51-6030-50-5020	Synthetic Organic Comp. (SOC) w	PDC Laboratories, Inc.	02/15/17	0233161 855719	1,015.00
51-6030-50-5020	Volatile Organic Compounds (VOC	PDC Laboratories, Inc.	02/15/17	0233161 855719	100.00
51-6030-50-5025	Pstg/water bills per#1316-Mar'1	Postmaster Bolingbrook Pc	03/08/17	1316 Mar17	4,500.00
51-6030-50-5030	Well monitor line-Jan'17	AT&T	01/16/17	708-2440-0209Jan17	389.22
51-6030-50-5030	PC line-Jan'17	AT&T	01/16/17	6302995755Jan17	701.79
51-6030-50-5030	Phone/well pumping line-Jan'17	AT&T	01/22/17	6303254209Jan17	374.13
51-6030-50-5030	Ver. cell phone bill-Jan'17	Verizon Wireless	01/21/17	9779092620Jan17	445.31
51-6030-50-5052	HVAC maint/PC-Feb'17	Dynamic Heating & Piping	02/23/17	SM16007-1	245.01
51-6030-50-5080	Electric/well #4-Feb'17	COMED	02/17/17	0029127044Feb17	632.34
51-6030-50-5080	Electric/PC-Feb'17	Direct Energy Business LI	02/13/17	170440030088715	3,609.21
51-6030-60-6010	Hex screws/feb'17	McMaster-Carr Supply Comp	02/21/17	84543200 14904790	52.08
51-6030-60-6010	Blue Marking Paint, WT Based 17	Grainger	02/27/17	9371702813	159.12
51-6030-60-6010	Green Marking Paint, WT Based 1	Grainger	02/27/17	9371702813	203.40
51-6030-60-6010	Red Marking Paint, WT Based 17o	Grainger	02/27/17	9371702813	135.60
51-6030-60-6020	Gasoline/539.95gal-Nov16/Feb17	DuPage County Public Work	02/21/17	2017-5F	1,049.89
51-6030-60-6040	1/2" x 2 3/4", 18-8 SS Hex H Bo	Grainger	02/17/17	9363740029	237.12
51-6030-60-6040	5/8" x 2 3/4", 18-8 SS Hex H Bo	Grainger	02/17/17	9363740029	151.20
51-6030-60-6040	1/2" - 13, Stainless St Hex Nut	Grainger	02/17/17	9363740029	24.30
51-6030-60-6040	5/8" - 11, Stainless St Hex Nut	Grainger	02/17/17	9363740029	33.30
51-6030-60-6040	Pipe Grounding Clamps (Zinc), #	Grainger	03/01/17	9374164466	340.00
51-6030-60-6040	Electrical Ground Wire, Solid C	Grainger	03/01/17	9374164466	82.32
51-6030-60-6040	Drill Pump, #3YU63	Grainger	03/01/17	9374164466	31.36
51-6030-60-6040	PVC Hand Pump, Siphon #3KUK4	Grainger	03/01/17	9374164466	29.67
51-6030-60-6070	Bedford water/35270000gal-Feb'1	Village of Bedford Park	03/03/17	0020060000Feb17	183,404.00
51-6030-70-7000	Sensus 1.5" Omni C2 Water Meter	HD Supply Waterworks, Ltd	02/14/17	G770541	2,250.00
51-6030-70-7000	Sensus 1.5" Brass Flange Kit wi	HD Supply Waterworks, Ltd	02/14/17	G770541	130.00
51-6030-70-7000	Sensus SmartPoint MXU, TouchCou	HD Supply Waterworks, Ltd	02/14/17	G770541	250.00
51-6030-70-7000	Sensus 3/4" IPERL 1000G wtr mtr	HD Supply Waterworks, Ltd	02/09/17	080167 G757862	29,500.00
Total For Dept 6030 Water Operations					230,453.93
Total For Fund 51 Water Fund					230,453.93

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 52 Sewer Fund					
Dept 6040 Sewer Operations					
52-6040-40-4032	Uniform rental/cleaning-02/21/17	Breens Inc.	02/21/17	9027 362744	30.43
52-6040-40-4032	Uniform rental/cleaning-02/28/17	Breens Inc.	02/28/17	9027 362925	25.47
52-6040-40-4032	Uniform rental/cleaning-03/07/17	Breens Inc.	03/07/17	9027 363105	25.47
52-6040-50-5030	Highland Flds L.S. line-Jan'17	AT&T	01/13/17	6303-321-9679Jan17	123.19
52-6040-50-5068	Lift station maint/3-Feb'17	Metropolitan Industries,	02/16/17	003355 319315	765.00
Total For Dept 6040 Sewer Operations					969.56
Total For Fund 52 Sewer Fund					969.56
Fund 61 Information Technology Fund					
Dept 4040 Information Technology					
61-4040-50-5020	IT phone support-Feb'17	Orbis Solutions	02/01/17	5566440	1,925.00
61-4040-50-5020	IT/phone support-Feb'17	Orbis Solutions	02/09/17	5566465	800.00
61-4040-50-5030	Ver. mobile hot spot-Jan'17	Verizon Wireless	01/21/17	9779092620Jan17	38.05
61-4040-50-5030	Ver. mobile data services-Jan'17	Verizon Wireless	01/21/17	9779092620Jan17	38.01
61-4040-50-5050	Repl LJ printer/PW-Feb'17	Orbis Solutions	02/01/17	5566440	183.27
61-4040-50-5061	Village App/Apple Store-Feb'17	Apple Corporation	02/11/17	7846775&7849019	105.19
61-4040-50-5061	Village App annual support-Feb'	BlueSnap, Inc.	02/10/17	101782096	576.00
61-4040-50-5061	BR website plugin renewal-Jan'17	SmartyPants Plugins	01/31/17	24098	75.00
61-4040-50-5061	Website security/antivirus-Jan'	Wordfence.Com	01/26/17	1485457841	149.00
61-4040-50-5061	WPFFront renewal lice-Feb'17	WPFFront.com	02/09/17	206146788923	29.99
61-4040-60-6010	HP CF410A LJ crtrdg-1/PD-Mar'17	Runco Office Supply	03/09/17	5901_678700-0	73.00
61-4040-60-6010	HP CE400A toner-1/PD-Mar'17	Runco Office Supply	03/09/17	5901_678700-0	125.99
61-4040-60-6010	HP CM3520 fuser kit-1/PD-Mar'17	Runco Office Supply	03/09/17	5901_678703-0	189.00
61-4040-60-6010	Video cable-Jan'17	Amazon.com Credit	01/20/17	5543286702-Jan17	10.73
61-4040-60-6010	Rpl battery backup/charger-Jan'	Amazon.com Credit	01/27/17	1033321819Jan17	23.36
61-4040-60-6010	Business card scanner (B&C) Jan	Amazon.com Credit	01/28/17	1081441585Jan17	134.95
61-4040-60-6010	Replace phone-Feb'17	Amazon.com Credit	02/02/17	1035248053/Feb17	62.00
61-4040-60-6010	Less Credit/Dec'16 item returns	Amazon.com Credit	01/30/17	01-30-17	(356.11)
Total For Dept 4040 Information Technology					4,182.43
Total For Fund 61 Information Technology Fund					4,182.43

03/10/2017 08:40 AM
User: scarman
DB: Burr Ridge

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE
EXP CHECK RUN DATES 03/06/2017 - 03/11/2017
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
<hr/>					
		Fund Totals:			
		Fund 10 General Fund			73,366.76
		Fund 23 Hotel/Motel Tax Fund			9,060.00
		Fund 31 Capital Improvements Fund			4,125.22
		Fund 51 Water Fund			230,453.93
		Fund 52 Sewer Fund			969.56
		Fund 61 Information Technology F			4,182.43
					<hr/>
		Total For All Funds:			322,157.90