

**REGULAR MEETING – MAYOR & BOARD OF TRUSTEES**  
**VILLAGE OF BURR RIDGE**  
**December 10, 2018**  
**7:00 p.m.**

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 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.

**PUBLIC HEARING**  
**2018 Tax Levy**

**5. MINUTES**

- A. \* Approval of Regular Board Meeting of November 12, 2018
- B. \* Receive and File Draft of Stormwater Committee Meeting of November 13, 2018
- C. \* Receive and File Draft of Plan Commission Meeting of November 19, 2018
- D. \* Receive and File Draft of Economic Development Committee Meeting of November 20, 2018

**6. ORDINANCES**

- A. Consideration of An Ordinance Levying Taxes for All Corporate Purposes for the Village of Burr Ridge, DuPage and Cook Counties, Illinois, for the Fiscal Year Commencing on May 1, 2019 and Ending April 30, 2020
- B. Consideration of An Ordinance Providing for the Issuance by the Village of Burr Ridge, Du Page and Cook Counties, Illinois of Not to Exceed \$3,500,000 Revenue Bonds (King-Bruwaert House Project), Series 2018, and Authorizing the Execution and Delivery of Financing Agreement and Related Matters in Connection Therewith
- C. \* Ordinance Authorizing the Destruction of Personal Property Owned by the Village of Burr Ridge

**7. RESOLUTIONS**

- A. Consideration of Resolution Determining the Appropriateness of Class 6B Status Pursuant to the Cook County Real Property Classification Ordinance for Certain Real Estate at 101 Tower Drive
- B. \* Approval of Resolution Authorizing Antenna License Agreement for Water Tower – 16W050 83<sup>rd</sup> Street (Windstream)
- C. \* Approval of Resolution Authorizing Antenna License Agreement for Water Tower – 7101 Garfield Avenue (Windstream)
- D. \* Adoption of Resolution Authorizing a Local Public Agency Agreement Between the Illinois Department of Transportation and the Village of Burr Ridge Appropriating Funds for the County Line Road North Connection Sidewalk Project (STP)

## 8. **CONSIDERATIONS**

- A. Update Regarding Sterigenics in Willowbrook, IL
- B. Consideration of Plan Commission Recommendation to Deny a Variation from the Zoning Ordinance to Reduce the Required Rear Yard Setback for a Property in the R-2A Residential District from 60 Feet to 45 Feet (V-03-2018: 8200 Steepleside Drive – Bart)
- C. Consideration to Rescind Approval of An Ordinance and Remand Petition to the Plan Commission [Ordinance No. A-834-21-18: An Ordinance Approving a Variation from the Village of Burr Ridge Zoning Ordinance to Permit a Detached Accessory Structure Taller Than 15' in Mean Height and Larger Than 2,500 Square Feet in Area at a Property in an R-2B Residential District (V-05-2018: 15W069 & 15W081 91st Street – Cattaneo)]
- D. Consideration of Amendments to the Economic Development Committee Meeting Calendar, Charter, and Composition
- E. Consideration of Economic Development Committee Recommendation to Award a Contract for Marketing Services to Kivvit, of Chicago, IL, in the not-to-exceed amount of \$350,000
- F. Consideration of Approval of Funds to Conduct Feasibility Studies and Economic Impact Analyses of a Downtown Sports Facility in an amount not to exceed \$75,000
- G. \* Approval of Contract for Police Department to Purchase Speed Radar Trailer in the amount of \$16,000
- H. \* Receive and File Stormwater Committee Final Report of KLM Culvert Study
- I. \* Receive and File Letter of Resignation from General Utility Worker I Nathan Arnquist Effective December 21, 2018

- J. \* Approval of Recommendation to Authorize Public Works Director to Fill Vacancy of the Part-Time General Utility Worker I Position
- K. \* Approval of Vendor List dated November 26, 2018 in the Amount of \$232,205.12 for all Funds, plus \$183,727.09 for Payroll, for a Grand Total of \$415,932.21, which includes Special Expenditures of \$33,132.00 for Crack Sealing and \$37,081.60 for the 2018 Road Program
- L. \* Approval of Vendor List dated December 10, 2018 in the Amount of \$477,747.21 for all Funds, plus \$196,082.82 for Payroll, for a Grand Total of \$673,830.03, which includes \$245,561.93 for Special Expenditures for the Stormwater Project at County Line Road and Deer Path Trail
- M. Other Considerations – For Announcement, Deliberation and/or Discussion only – No Official Action will be Taken

**9. RESIDENT COMMENTS**

**10. REPORTS AND COMMUNICATIONS FROM VILLAGE OFFICIALS**

**11. NON-RESIDENT COMMENTS**

**12. CLOSED SESSION**

A. Approval of Closed Session Minutes of November 12, 2018

B. Discussion Regarding Pending or Probable Litigation

**13. ADJOURNMENT**

**TO:** Board of Trustees

**FROM:** Village Administrator Doug Pollock and Staff

**SUBJECT:** Regular Meeting of December 10, 2018

**DATE:** December 7, 2018

## **6. ORDINANCES**

### **A. Tax Levy for Fiscal Year May 1, 2019 to April 30, 2020**

Enclosed is an Ordinance approving the 2018 Tax Levy. The total request for the 2018 Tax Levy is \$1,256,195 which represents an increase of \$72,266 or 6.1% over 2017.

The Village of Burr Ridge, like all non-home-rule communities in Cook and the collar counties, is subject to a State imposed annual tax levy cap of 5% or the cost of living, whichever is lower, plus property taxes from new growth (annexation and new construction). The cost of living increase is based on the Consumer Price Index which this year, has been set at 2.1%.

The available tax levy increase resulting from new growth will be determined by the Township Assessors in the first quarter of 2018. Thus, municipalities have to "predict" the available levy increase for new growth. If we predict lower than the actual amount available, we cannot capture that additional amount. If we predict higher, the Assessors will lower our levy to match the actual available increase. Thus, to capture all of the property tax revenue available under the tax cap, the Village always requests a higher amount than we anticipate receiving. Typically, the increase in the tax levy resulting from new growth will be closer to 2% rather than the 4% used for the estimating calculation.

The Tax Levy Ordinance must be adopted and filed with Cook and DuPage Counties no later than the last Tuesday of December. The total levy is divided into three separate levies. The Police Pension Levy, which is the legally required employer contribution, is determined by an independent actuarial valuation as of April 30, 2018. Once the pension requirement is established, the remaining dollars are allocated between the Corporate Levy (60%) and the Police Protection Levy (40%). The Corporate Levy and the Police Protection Levy represent approximately 5.1% of the total General Fund Revenues and are used to pay for normal expenses found in the General Fund. The 2018 proposed Tax Levy is summarized as follows (see attached exhibits for more detail).



	<b>Actual Extended 2017</b>	<b>Proposed Extended 2018</b>	<b>Dollar Change</b>	<b>% Change</b>
Corporate	\$273,672	\$298,614	\$24,942	9.11%
Police Protection	\$183,241	\$199,076	\$15,835	8.64%
Police Pension	\$727,016	\$758,505	\$31,489	4.33%
<b>Total</b>	<b>\$1,183,929</b>	<b>\$1,256,195</b>	<b>\$72,266</b>	<b>6.10%</b>

As always, staff reminds the Board and taxpayers that the Burr Ridge Property Tax Levy represents less than 2% of a Burr Ridge resident's tax bill. The remaining 98%+ goes to other local taxing districts such as the schools, fire districts, parks, County, etc.

**It is our recommendation:** that the Tax Levy Ordinance be approved.

**B. Issuance of Bonds on Behalf of King Bruwaert House**

Attached is an Ordinance providing for the issuance of bonds by the Village for the benefit of King Bruwaert House, located at 6101 County Line Road. King Bruwaert House is a non-profit organization that provides senior housing and services. They have been in operation at this location since 1933.

As per Illinois State Statute, a municipality may issue bonds on behalf of private entities as an incentive for development or improvement of property within the municipality. King Bruwaert House seeks \$3,500,000 in bonds to be used for a comprehensive remodeling of the nearly 90-year-old building. As per the attached memo from Village Attorney Scott Uhler, if properly structured, the issuance of such bonds is at no cost to the Village, and the Village has no ongoing financial responsibilities or other risks related to the repayment of the bonds and interest. The Village may also request a fee to be paid to the Village, by the developer, for the Village's agreement to facilitate the issuance of the bonds.

Based on an analysis done by the Village's bond consultant and reviewed by the developer, it appears that the Village's involvement in the issuance of the bonds will save King Bruwaert House a minimum of \$90,000. Based on that analysis, a fee of \$30,000 is recommended.

**It is our recommendation:** that the Board approve the Ordinance.

**C. Destruction of Personal Property Owned by the Village**

This ordinance will authorize the destruction of ballistic vest panels and soft trauma plates that are expired and no longer in use. Ballistic vest panels expire five years after issuance and are replaced. The expired panels have no usefulness and should be destroyed to prevent any mishandling. The panels will be sent to Fiber Brokers International, where they will be processed and

rendered unusable in ballistic protection applications. The materials are then transported to a recycling partner where they are processed in a recycling facility and returned to the market in non-ballistic related products such as gloves, brake pads, boat ropes, tire treads, etc. Fiber Brokers then provides a certificate of destruction.

**It is our recommendation:** that Ordinance be approved.

## 7. RESOLUTIONS

### A. **Cook County 6B Tax Incentive for 101 Tower Drive**

Please find attached a resolution in support of a Cook County 6B tax incentive for 101 Tower Drive, requested by Midwest Associates Incorporated. The Class 6B classification is designed to encourage industrial development throughout Cook County by offering a real estate tax incentive for the development of new industrial facilities, the rehabilitation of existing industrial structures, and the industrial reutilization of abandoned buildings by assessing property at lower multipliers, thus reducing the overall property tax required to be paid by the property owner for a 12-year period. Real estate is eligible for Class 6B status if the local municipality expressly supports and consents to the filing of a Class 6B application with the County by lawful resolution or ordinance. The attached resolution represents such consent.

This property has sat vacant since the closing of Global Luxury Imports earlier in 2018. The Economic Development Committee reviewed the request by Midwest at their November 20 meeting and provided a unanimous recommendation in support of the petition.

**It is our recommendation:** that the resolution be approved.

### B. **Windstream Antenna License Agreement for Water Tower at 16W050 83<sup>rd</sup> Street**

### C. **Windstream Antenna License Agreement for Water Tower at 7101 Garfield Avenue**

Attached are two Resolutions renewing the lease agreements with Windstream (formerly Business Only Broadband) for the continued use of the two Village water towers for the location of broadband internet towers. The original agreements date back to 2014. In addition to establishing monthly rents for the equipment, the agreements also provide for free internet service for the Village and allow an option for Windstream to request two, 5-year renewals. Windstream is asking for a renewal and they are asking for a rate decrease.

The following table shows the rate as contemplated in the 2014 agreement and the proposed rate.

	2014 Agreement Monthly Rent	2014 Agreement Annual Revenue	2019 Proposed Agreement Monthly Rent	2019 Proposed Agreement Annual Revenue
11/1/19 – 10/31/20	\$623.65	\$7,484	\$593.95	\$7,127
11/1/20 – 10/31/21	\$654.84	\$7,858	\$611.77	\$7,341
11/1/21 – 10/31/22	\$687.59	\$8,251	\$630.12	\$7,561
11/1/22 – 10/31/23	\$721.97	\$8,664	\$649.03	\$7,788
11/1/23 – 10/31/24	\$758.07	\$9,097	\$668.50	\$8,022
Total Annual Revenue:		\$41,353		\$37,840

Although the proposed rates represent a total decrease in revenue of \$3,513 over a five-year period, the renewal agreement also includes continued free broadband service for all Village facilities.

**It is our recommendation:** that the Board approves the Agreements.

**D. Agreement with IDOT Appropriating Funds for County Line Road North Connection Sidewalk Project**

To construct the County Line Road North Connection Sidewalk Project, the Village was granted federal Surface Transportation Program (STP) funding through the DuPage Mayors and Managers Conference in the amount of \$284,000. As a condition of receiving STP funds, the Village of Burr Ridge must enter into a Local Public Agency Agreement for Federal Participation with the Illinois Department of Transportation and attest by a resolution that sufficient monies have been appropriated to fund the Village share of project costs.

The STP grant provides 35 percent (35%) of the current construction cost estimated to be \$797,610. The STP grant must be used by September 2019 or the Village will risk forfeiting these funds to other regional projects. The remaining Village share of construction for the County Line Road sidewalk project would be \$513,610. This amount is proposed in the FY19-20 Sidewalk/Pathway Fund budget, which will deplete the fund and also require a transfer of \$437,290 from the General Fund.

The Village has been pursuing additional grant opportunities to fund this important project. The Village was unsuccessful with its application for the 2017 Invest in Cook Program, and which program was not available for this project in 2018. Also, applications in 2016 and 2017 to request additional funding from STP were unsuccessful. The DuPage Mayors and Managers Conference is revamping the STP grant award criteria in 2018; therefore, the next STP grant application will not be available until late 2019.

The Village has committed to a tight schedule for engineering design with its consultant to ensure the existing STP grant will be utilized before it expires. Therefore, plan preparation for the County Line Road North Connection Sidewalk Project is on schedule for a construction letting on March 8, 2019.

**It is our recommendation:** that the Village Board adopt the resolution authorizing execution of a Local Public Agency Agreement for Federal Funds to construct the County Line Road North Connection Sidewalk Project utilizing STP funds.

## **8. CONSIDERATIONS**

### **A. Sterigenics Update**

Attached is the latest update regarding Sterigenics.

### **B. Denial of Variation to Reduce Required Rear Yard Setback at 8200 Steepleside**

Please find attached a letter from the Plan Commission recommending denial of a variation from Section VI.D.7.a.(1) of the Zoning Ordinance to permit a rear yard setback of 45 feet rather than the permitted 60 feet to accommodate a new single-family residential home.

The Plan Commission previously recommended denial of a variation to permit a rear yard setback of 35 feet rather than the required 60 feet. The petitioner subsequently amended the petition to request a 45-foot rear yard setback rather than a 35-foot setback. The Board remanded the petition to the Plan Commission for consideration of this amended request. As noted above, the Plan Commission has recommended denial of the amended petition.

The petitioner states that the presence of a drainage easement in the front yard of the property artificially increases the front yard setback on the property, and thus creates an inability to properly develop the lot with a single-family home without the variation. At the request of the Plan Commission, staff conducted a survey of similar properties in the Village and found that the property's current buildable area was similarly-sized to nearby lots, with the lot directly to the south having been developed over 10 years ago with the same drainage easement impacting the front yard. The Plan Commission ultimately determined that the request for a variation was not appropriate in a 4 to 3 vote. Two residents of Burr Ridge and one resident of Willow Springs objected to the petition, while one resident of Burr Ridge supported the petition.

**It is our recommendation:** that staff be directed to prepare an Ordinance denying the variation.

### **C. Rescind Approval of an Ordinance to Permit a Detached Accessory Structure Taller than 15' and Larger than 2,500 Square Feet**

A previous petition for variations (V-05-2018) was recently found to have been considered and approved with erroneous information included within the Plan Commission's staff report. This petition requested variations to permit a detached accessory structure taller than 15' and larger than 2,500 square feet on a property in the R-2B District. At the request of a Trustee, this approval has

been placed on the agenda for potential rescindment. The Board of Trustees has the authority to rescind any approval made at its next meeting. If the approval is rescinded, the Board also has the authority to remand the consideration to the Plan Commission for reconsideration.

**D. Amend Economic Development Committee Meeting Calendar, Charter, and Composition**

At its November 20 meeting, the Economic Development Committee (EDC) recommended amendments to its meeting calendar, charter, and composition.

First, the EDC proposes to amend its meeting interval from bimonthly to monthly, along with meeting on the third Tuesdays at 8:00am instead of third Wednesdays at 7:00pm. Staff has discussed the option of a morning meeting with other communities who have adopted morning meetings; all reported great satisfaction with such an arrangement as it allowed for greater productivity. Morning meetings were also found to be positively correlated to each committee's ability to include other governmental bodies in economic development discussions when appropriate.

Second, the EDC proposes to amend its charter to the following:

*"The mission of the Economic Development Committee (EDC) is to grow a stronger business climate by being an active partner with businesses, investors, and residents. The EDC shall strengthen economic development in the Village by developing business retention, expansion, and attraction programs; the creation and implementation of economic development plans and policies; being business ambassadors to the community; coordinating with other governments on projects; and submitting an annual Economic Development Position Report to the Village Board at the beginning of the fiscal year."*

The proposed charter creates duties for the EDC that are currently only implied, promotes goal-setting between members of and staff liaisons to the EDC, as well as provides for an annual report to be created to inform and advise the Board of Trustees on the Village's economic development position.

Third, as the EDC expands its charter to include additional responsibilities and become a more pro-active body, the EDC proposes to amend its committee composition by expanding from six members to eleven members. Committee members would primarily be chosen from residents as well as non-residents who own or operate businesses within the Village. The larger body would allow for a greater degree of expertise to be congregated on the EDC, thus providing for more comprehensive and thorough direction on matters related to economic development. No additional appointments to the EDC are being made at this time; a search for new candidates will begin if the amendments are approved.

It should be noted that at this time, the EDC does not have a permanent chairperson due to the resignation of former Mayor Straub.

**It is our recommendation:** that the amendments to the EDC's meeting calendar, charter, and composition be approved.

**E. Award Contract for Marketing Services to Kivvit of Chicago**

On August 13, the Board of Trustees approved an RFP for professional marketing services related to the Village's hotel and restaurant marketing plans with the assistance of the Economic Development Committee (EDC). Five responses were returned in response to this RFP. After consideration of two finalists (Marketing Partnership International and Kivvit), the EDC has recommended that the Board award a contract for marketing services to Kivvit of Chicago, IL. Kivvit was chosen due to their experience with major hotel brands and their diverse array of services available to the Village and our hotel and restaurant partners. Two hotels provided written support for Kivvit. The RFP proposed an annual budget of \$350,000 funded through the Hotel/Motel Fund. Staff recommends that the award to Kivvit coincide with the Village's fiscal calendar and begin May 1, 2019 to allow for the easiest transition from our existing consultant as well as to provide Kivvit with adequate time to create a comprehensive plan based on the Village's needs. Staff requests direction from the Board of Trustees regarding the length of a contract with the preferred firm. The Village has generally adopted rolling one-year contracts and budgets with its existing consultant partner.

**It is our recommendation:** that the Board award the contract for marketing services to Kivvit of Chicago, IL in the not-to-exceed amount of \$350,000 to commence on May 1, 2019.

**F. Feasibility Studies and Economic Impact Analyses of a Downtown Sports Facility**

Staff requests consideration and approval of funding in the not-to-exceed amount of \$75,000 to hire a consultant to conduct feasibility studies and economic impact analyses of a downtown indoor sports facility and hotel. This request is being made in response to an inquiry from the DuPage Convention and Visitor's Bureau (DCVB).

The proposed location is the TCF Bank property, located at 800 Burr Ridge Parkway across from the Village Center. Identifying a development opportunity for the property is one of the Board's 2017-19 Strategic Goals. For the TCF block, the Village's Comprehensive Plan recommends mixed use commercial complementing the Village Center and the Economic Development Plan recommends retail/entertainment uses as preferred uses for the TCF property.

In 2017, the DuPage Convention and Visitor's Bureau (DCVB), of which the Village is a member, independently commissioned a Sports Tourism Market Assessment (STMA), which was prepared by leading consultant Sports Facilities Advisory. The goal of the STMA was to conduct a market study of DuPage County's sports facility inventory and its potential for development and growth. Some of the major findings of the STMA were as follows:

- Due to DuPage County's large population pool in the County and its surrounding areas, a potential sports tourism facility located in DuPage County would have a significant pool of potential sub-regional and regional participants for a variety of sports.
- A new sports facility located in DuPage County would have access to a regional population of over 30 million, a significant population size and advantage over more isolated destinations.
- There are four major sports/activities that would be significant users of an indoor sports facility: basketball, volleyball, gymnastics, and cheerleading. Of these four major sports, there are over 3 million active participants within a 240-mile trade radius in these four sports, who would be the primary users of such a facility.

Based on these findings, DCVB began an outreach process in which they asked member communities if a sports facility were a feasible economic development prospect for their municipality; staff positively responded to this outreach. At this time, staff undertook a multi-tier vetting process of the concept to determine how such a development would fit within the community.

Staff identified several components that would be included in such a project:

- Indoor sports facility with 8-12 basketball courts, convertible to use for volleyball and other activities. All indoor space could be convertible to meeting/convention space when the facility is not used for sports activities, thus creating a facility with seven-day-a-week use potential.
- Family-friendly hotel connected to the primary facility. Attaching a hotel to the facility will provide a competitive advantage in both the sports and meeting/convention industries. According to the DCVB, meeting planners are several times more likely to book large events at a property if a hotel is connected to the primary meeting space.
- A parking deck would be required to maximize land usage. Staff has considered the potential for including PACE bus access to this deck, which would allow for the downtown to be a transit-oriented development with the existing PACE lot to be used for commercial or residential development.
- Other development. If such a facility were developed, other development would likely arise to accommodate the new business generated at the site, including restaurants, entertainment, and other opportunities that are not currently present in the downtown.

Staff then examined potential revenue from such a development, identifying four major revenue sources that would be generated by this project: property, sales, place of eating, and hotel/motel taxes. Tax base diversification and attracting revenue-generating businesses is another one of the Board's 2017-19 Strategic Goals.

After identifying concept components and revenue opportunities, staff interviewed several developers with experience building, operating, or leasing sports facilities as well as hotel developers about this opportunity. All

interviewees stated that the potential for success of a sports facility and other component uses in downtown Burr Ridge were high, and all expressed interest in participating in any future discussion or bidding process for such a development.

If funding for the feasibility studies were approved, staff would partner with the DCVB to create an RFP to engage a consultant to perform such studies. The final draft of the RFP will be presented to the Board before it is released as well as to authorize the hiring of a preferred firm. Once the studies are completed, the results would be presented to the Board for further consideration. Approval of funding for these studies does not commit the Village to any action beyond a feasibility study; these studies are to gather more information specific to the TCF site which will provide clarity as to the viability of such a development in downtown Burr Ridge.

Staff originally planned to bring this request to the Board at a January meeting; however, DCVB has informed staff that if such a funding request were approved in December, the Village would be eligible for a State grant which would reimburse the Village for half of the money spent on the studies, meaning that the Village would potentially be eligible to receive up to \$37,500 in grant reimbursement, if DCVB is awarded said grant, based on the proposed not-to-exceed dollar amount.

**It is our recommendation:** that the Board authorize staff to engage in an RFP process to hire a consultant to perform feasibility studies on an indoor sports facility in the not-to-exceed amount of \$75,000.

**G. Contract to Purchase Speed Radar Trailer**

The police department applied for, and was awarded, a 50% matching grant through the Commonwealth Edison Powering Safe Communities Grant for the purchase of a Speed Measuring Trailer.

Speeding autos are a serious complaint received from many concerned residents in Burr Ridge. A portable speed measuring device and display sign can be positioned in areas of concern and provide a complete analysis on patterns. The LED display attached to the trailer can also be used to deliver safety messages to drivers.

This expenditure request is for \$15,990, which will allow for the purchase of a turn-key Speed Measuring Trailer from All Traffic Solutions, Inc. of Hendon, Virginia. \$7,995 of this purchase would be reimbursed through the ComEd Grant. This item is not in the FY 18-19 budget; however Chief Madden did plan to include the Speed Trailer in his FY 19-20 budget goals.

**It is our recommendation:** that the contract be approved.



**H. Stormwater Committee Final Report of KLM Culvert Study**

As discussed by the Stormwater Committee at its May 2018 and November 2018 meetings, the Villages of Hinsdale and Burr Ridge are providing measures to ensure safety and adequate drainage for the grate at the upstream end of the culvert pipe originating in Katherine Legge Memorial Park. The Village of Hinsdale installed a fence around the upstream end, with the Village of Burr Ridge sharing equally in the cost of materials for its construction. The Village of Burr Ridge also selected the consulting firm of Hampton, Lenzini and Renwick, Inc. of Woodridge, Illinois, to analyze the grate and channel in KLM Park and determine if it could be modified to further improve safety without compromising its stormwater drainage function.

Several options were analyzed in the final report. No further actions are necessary at this time. The Village of Hinsdale is considering its options within KLM Park and if further improvements may be included in a future project.

**It is our recommendation:** that the Report for the Katherine Legge Memorial Park Culvert Pipe Modification Study be received and filed.

**I. Resignation of General Utility Worker 1 Nathan Arnquist**

Attached is the letter of resignation of Public Works General Utility Worker I Nathan Arnquist effective December 21, 2018.

**It is our recommendation:** that the letter of resignation be accepted and filed.

**J. Fill Vacancy of Part-Time General Utility Worker I**

The resignation of Nathan Arnquist has created a vacancy in the General Utility Worker I Full-time classification. Director of Public Works David Preissig proposes to promote part-time General Utility Worker I, Robert Partee to fill this position. Therefore, a vacancy now remains with the Part-time GU I position in the Public Works Department. This one part-time position in the Department provides flexibility while seasonally supporting critical operations such as snow removal.

**It is our recommendation:** that the Village Board authorize the Director of Public Works to fill the vacant General Utility I Part-time position.

**K. Vendor List dated November 26, 2018**

Enclosed is the Vendor List dated November 26, 2018 in the Amount of \$232,205.12 for all Funds, plus \$183,727.09 for Payroll, for a Grand Total of \$415,932.21, which includes Special Expenditures of \$70,213.60 for the 2018 Road Program and Crack Sealing.

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

**L. Vendor List dated December 10, 2018**

Enclosed is the Vendor List dated December 10, 2018 in the Amount of \$477,747.21 for all Funds, plus \$196,082.82 for Payroll, for a Grand Total of \$673,830.03, which includes Special Expenditures of \$245,561.93 for the County Line Road and Deer Path Stormwater Project.

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

## **LEGAL NOTICE**

### **NOTICE OF PROPOSED PROPERTY TAX FOR THE VILLAGE OF BURR RIDGE COOK AND DUPAGE COUNTIES, ILLINOIS**

I. A public hearing to approve a proposed property tax levy for the Village of Burr Ridge, Cook and DuPage Counties, Illinois, for the 2018 tax levy year will be held on the 10th day of December, 2018 at 7:00 p.m. at the Village Hall, 7660 County Line Road, Burr Ridge, Illinois.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Mr. Doug Pollock, Village Administrator, Village of Burr Ridge, 7660 County Line Road, Burr Ridge, Illinois, (630) 654-8181.

II. The corporate and special purpose property taxes extended or abated for 2017 were \$1,183,929

The proposed corporate and special purpose property taxes to be levied for 2018 are \$1,256,195

This represents a 6.10% increase over the previous year.

III. The property taxes extended for debt service and public building commission leases for 2017 were \$0.

The estimated property taxes to be levied for debt service and public building commission leases for 2018 are \$0.

IV. The total property taxes extended or abated for 2017 were \$1,183,929. The estimated total property taxes to be levied for 2018 are \$1,256,195. This represents a 6.10% increase over the previous year.

Published in The Suburban Life Newspaper December 6, 2018

**REGULAR MEETING**  
**PRESIDENT AND BOARD OF TRUSTEES**  
**VILLAGE OF BURR RIDGE**

**November 12, 2018**

**CALL TO ORDER** The Regular Meeting of the President and Board of Trustees of November 12, 2018 was held in the Meeting Room of the Village Hall, 7660 County Line Road, Burr Ridge, Illinois and called to order at 7:03 p.m. by President Mickey Straub

**PLEDGE OF ALLEGIANCE** Pledge of Allegiance was recited.

**ROLL CALL** was taken by the Village Clerk and the results denoted the following present: Trustees Franzese, Mottl, Paveza, Mital, Snyder, Schiappa and President Straub. Also present were Village Administrator Doug Pollock, Assistant to the Village Administrator Evan Walter, Police Chief John Madden, Public Works Director Dave Preissig, Finance Director Jerry Sapp, Management Analyst Andrex Beltran; Village Attorney Scott Uhler and Village Clerk Karen Thomas.

**RESIDENT COMMENTS**

At the request of Mayor Straub, Village Administrator Doug Pollock reviewed the procedures and rules for public comment at a Board meeting. Mr. Pollock explained the primary purpose for Board meetings is for the Trustees to conduct Village business. Any resident concerns not on the Agenda should be directed to Village Staff during normal business hours. Mr. Pollock explained the guidelines for respectful behavior during a meeting. Anyone not following the rules of decorum by speaking out of turn or otherwise disrupting the meeting will be asked to refrain from such behavior or shall be asked to leave the meeting if they continue to be disruptive. Some of the rules include:

- Anyone wishing to speak must be recognized by the Mayor.
- Anyone wishing to speak must sign in.
- At the Mayor's discretion comments may be made during the Public Comments section of the Agenda or during the discussion of the Agenda item.
- Each speaker is limited to five minutes. Questions will be addressed after everyone has had the opportunity to speak or by Village Staff at a later time.

Resident Richard Morton spoke regarding the Resolution on the Agenda requesting immediate action and intervention regarding Sterigenics. He shared some research from an Illinois Public Health database for every incident of cancer. In the past fifteen years there appears to be more incidents of cancer in Villages near Sterigenics than in background cities further away from Sterigenics. He suggested the Village take steps to restrict transportation of ethylene oxide in the area.

Resident Alice Krampits questioned how to present issues not on the Agenda. She suggested concerns of residents should be addressed during Resident Comments allowing the Board of Trustees to address the issues during Other Considerations. She stated the issue of the barn and stables was asked to be remanded back to the Plan Commission but that did not happen. She requested that issue be added to a future agenda. Village Attorney Scott Uhler explained items for discussion can be added if there is no action taken.

Regular Meeting  
President and Board of Trustees, Village of Burr Ridge  
November 12, 2018

**CONSENT AGENDA – OMNIBUS VOTE** After reading the Consent Agenda by President Mickey Straub, motion was made by Trustee Mottl and seconded by Trustee Snyder that the Consent Agenda – Omnibus Vote (attached as Exhibit A) (except 5A which was removed by Trustee Franzese), and the recommendations indicated for each respective item, be hereby approved.

On Roll Call, Vote Was:

AYES: 6 - Trustees Mottl, Snyder, Schiappa, Franzese, Paveza, Mital

NAYS 0 – None

ABSENT: 0 – None

There being six affirmative votes, the motion carried.

**RECEIVE AND FILE DRAFT OF BICYCLE COMMITTEE MEETING MINUTES OF SEPTEMBER 19, 2018** were noted as received and filed under the Consent Agenda by Omnibus Vote.

**RECEIVE AND FILE DRAFT OF PLAN COMMISSION MEETING MINUTES OF OCTOBER 15, 2018** were noted as received and filed under the Consent Agenda by Omnibus Vote.

**APPROVAL OF ORDINANCE REZONING PROPERTY FROM THE R-1 DISTRICT TO THE R-2A DISTRICT OF THE BURR RIDGE ZONING ORDINANCE (Z-24-2018: 15W601 89<sup>TH</sup> STREET: THALAMARLA)** The Board, under the Consent Agenda by Omnibus Vote, approved the Ordinance.

**THIS IS ORDINANCE NO. A-834-22-18**

**APPROVAL OF ORDINANCE APPROVING A VARIATION FROM SECTION XLC.11.A OF THE BURR RIDGE ZONING ORDINANCE TO ELIMINATE THE REQUIREMENT FOR A PERIMETER LANDSCAPE AREA ON THE REAR LOT LINE OF A PROPERTY AND FOR A VARIATION FROM SECTION IV.I.2 TO PERMIT PARKING SPACES WITHIN A REQUIRED 8-FOOT SIDE YARD SETBACK (V-04-2018: 150 SHORE DRIVE; PETROV)** The Board, under the Consent Agenda by Omnibus approved the Ordinance.

**THIS IS ORDINANCE NO. A-834-23-18**

**APPROVAL OF ORDINANCE CHANGING THE NAME OF ALICIA COURT TO JENNY COURT IN THE MEADOWBROOK PLACE SUBDIVISION** The Board, under the Consent Agenda by Omnibus Vote, approved the Ordinance.

**THIS IS ORDINANCE NO. 1180**

**ADOPTION OF RESOLUTION AUTHORIZIING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BURR RIDGE AND COOK COUNTY FOR THE PROVISION OF ENVIRONMENTAL HEALTH INSPECTION SERVICES** The Board, under the Consent Agenda by Omnibus Vote, Adopted the Resolution.

**THIS IS RESOLUTION NO. R-32-18**

Regular Meeting  
President and Board of Trustees, Village of Burr Ridge  
November 12, 2018

**ADOPTION OF RESOLUTION ADOPTING THE AMENDED 2018 DUPAGE COUNTY NATURAL HAZARDS MITIGATION PLAN AS AN OFFICIAL PLAN OF THE VILLAGE**

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

**THIS IS RESOLUTION NO. R-33-18**

**APPROVAL OF RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING REGARDING THE PEER JURY PROGRAM BETWEEN THE VILLAGE OF DOWNERS GROVE AND THE VILLAGE OF BURR RIDGE**

The Board, under the Consent Agenda by Omnibus Vote, Adopted the Resolution

**THIS IS RESOLUTION NO. R-34-18**

**APPROVAL OF 2019 VILLAGE BOARD MEETING SCHEDULE** The Board, under the Consent Agenda by Omnibus Vote, approved the 2019 Meeting Schedule

**PRESENTATION OF CALENDAR YEAR 3<sup>RD</sup> QUARTER STRATEGIC GOALS UPDATE**

The Board, under the Consent Agenda by Omnibus Vote, reviewed the 3<sup>rd</sup> Quarter Strategic Goals.

**APPROVAL OF RECOMMENDATION TO AWARD CONTRACT FOR EQUIPMENT UP-FITTING NEW POLICE VEHICLE #1801 TO PUBLIC SAFETY DIRECT IN THE AMOUNT OF \$7,329.53**

The Board, under the Consent Agenda by Omnibus Vote awarded the Contract to Public Safety Direct of Crestwood, Illinois in the amount of \$7,329.53

**APPROVAL OF RECOMMENDATION TO AWARD CONTRACT FOR HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEMS MAINTENANCE AT VILLAGE FACILITIES TO DYNAMIC HEATING & PIPING COMPANY OF CRESTWOOD, IL. IN THE AMOUNT OF \$13,630.00**

The Board, under the Consent Agenda by Omnibus Vote awarded the Contract to Dynamic Heating & Piping Company in the amount of \$13,630.00

**APPROVAL OF RECOMMENDATION TO AWARD CONTRACT FOR JANITORIAL SERVICES AT VILLAGE FACILITIES TO ECO CLEAN MAINTENANCE, INC. OF ELMHURST, ILLINOIS IN THE AMOUNT OF \$27,890.00**

The Board, under the Consent Agenda by Omnibus Vote awarded the Contract to Eco Clean Maintenance, Inc. in the amount of \$27,890.00

**APPROVAL OF RECOMMENDATION TO AWARD CONTRACT FOR THE PURCHASE OF REPLACEMENT VEHICLE FOR PUBLIC WORKS UNIT 36 (DIVISION SUPERVISOR PICKUP TRUCK) TO CURRIE MOTORS, OF FRANKFORT, IL. IN THE AMOUNT OF \$48,833.00**

The Board, under the Consent Agenda by Omnibus Vote awarded the Contract to Currie Motors in the amount of \$48,833.00

Regular Meeting  
President and Board of Trustees, Village of Burr Ridge  
November 12, 2018

**APPROVAL OF RECOMMENDATION TO AUTHORIZE PUBLIC WORKS DIRECTOR TO FILL VACANCY OF A FULL-TIME GENERAL UTILITY 1 POSITION** the Board, under the Consent Agenda by Omnibus Vote authorized the Public Works Director to fill the vacancy.

**APPROVAL OF REQUEST FROM WB/BR CHAMBER OF COMMERCE FOR CONTRIBUTION TO THE 2019 CHAMBER DIRECTORY** the Board, under the Consent Agenda by Omnibus Vote approved the \$3,000 contribution to the WB/BR Chamber of Commerce.

**APPROVAL OF VENDOR LIST DATED OCTOBER 22, 2018 IN THE AMOUNT OF \$1,193,974.35 FOR ALL FUNDS, PLUS \$180,375.62 FOR PAYROLL, FOR A GRAND TOTAL OF \$1,374,349.97 WHICH INCLUDES \$121,339.12 FOR SPECIAL EXPENDITURES FOR THE CHASEMOOR-LINCOLNSHIRE SIDEWALK PAVING** The Board, under the Consent Agenda by Omnibus Vote, approved the Vendor List for the period ending October 22, 2018 in the amount of \$1,193,974.35 for all funds, plus \$180,375.62 for payroll for the period ending October 6, 2018, for a Grand Total of \$1,374,349.97 which includes \$121,339.12 for special expenditures for the Chasemoor-Lincolnshire Sidewalk Paving.

**APPROVAL OF VENDOR LIST DATED NOVEMBER 12, 2018 IN THE AMOUNT OF \$532,840.52 FOR ALL FUNDS, PLUS \$185,753.78 FOR PAYROLL, FOR A GRAND TOTAL OF \$718,594.30 WHICH INCLUDES \$90,767.00 FOR SPECIAL EXPENDITURES** The Board, under the Consent Agenda by Omnibus Vote, approved the Vendor List for the period ending November 12, 2018 in the amount of \$532,840.52 for all funds, plus \$185,753.78 for Payroll for the period ending November 3, 2018 for a Grand Total of \$718,594.30 which includes \$90,767.00 for Special Expenditures of \$67,886.00 for two new police vehicles and \$22,881.00 for Village Hall and Police Department HVAC equipment replacement.

**APPROVAL OF REGULAR BOARD MEETING OF OCTOBER 8, 2018** Trustee Franzese requested this item be removed from the Consent Agenda. The statement on page 11124 that additional stacking was completed should be amended to read "additional stack testing was completed."

Motion was made by Trustee Franzese and was seconded by Trustee Mottl to approve the minutes of the Regular Board Meeting of October 8, 2018 with this correction.

On Roll Call, Vote Was:

AYES: 6 – Trustees Franzese, Mottl, Paveza, Mital, Snyder, Schiappa

NAYS : 0 – None

ABSENT: 0 – None

There being six affirmative votes the motion carried.

**CONSIDERATION OF RESOLUTION REQUESTING IMMEDIATE ACTION AND INTERVENTION OF THE UNITED STATES AND ILLINOIS ENVIRONMENTAL**

Regular Meeting  
President and Board of Trustees, Village of Burr Ridge  
November 12, 2018

**PROTECTION AGENCIES REGARDING STERIGENICS IN WILLOWBROOK** Village Administrator Doug Pollock summarized the Resolution prepared by Village Attorney Scott Uhler. It requests immediate action and intervention of the United States and Illinois Environmental Protection Agencies regarding Sterigenics in Willowbrook. Resolution specifically states the Board hereby requests US EPA and IEPA, under their authority, to further monitor, test and analyze the air quality at and around the Sterigenics facility in Willowbrook and adjacent communities. The Board requests the Illinois Attorney General and the DuPage County and Cook County State's Attorneys to enforce actions as they are authorized to ensure the protection of residents impacted by any discharges or emissions of ethylene oxide from Sterigenics. The Board resolves to take action to support and collaborate with these agencies to promote and ensure the safety of the air quality to protect area residents and workers from adverse health impacts of any discharges or emissions of ethylene oxide from Sterigenics. Written copies of this resolution will be sent to the US EPA, Illinois EPA, the Attorney General and the States Attorneys for continued action.

Trustee Snyder questioned if the involvement of the Village by approving this action could result in possible litigation and does not involve any cost to the Village. Attorney Scott Uhler confirmed that the Village becomes a litigant if the Village becomes involved in the action already filed by the Attorney General. The resolution before the Board does not involve the Village as being part of that litigation. Trustee Snyder asked if the Village could request becoming a part of the litigation without any repercussion to the Village. Mr. Uhler clarified if the Village was allowed to join the litigation, the Village would become subject to the entire process. Village Trustees, staff and any experts hired by the Village could possibly be involved in depositions. Trustee Snyder asked if the Village's insurance company would protect the Village or would the Village be responsible. Mr. Uhler stated he is not aware of insurance that would protect the Village should the decision be made to intervene.

Trustee Mottl questioned if there is any legal liability to passing the Resolution. Mr. Uhler stated the Resolution is supporting immediate action by the Agencies that have jurisdiction and he believes the Village would not incur any liability by approving the Resolution.

Trustee Mottl questioned the statement that Sterigenics is emitting elevated levels of cancer causing chemicals. If these emissions have ceased is there an issue having these statements in the Resolution from a Village stand point. Mr. Uhler stated this is based on the assessment from 2014 as well as current data.

Motion was made by Trustee Franzese and Seconded by Trustee Paveza to approve the Resolution requesting immediate action from the US EPA and IL EPA regarding Sterigenics in Willowbrook.

Trustee Paveza stated this seems redundant. Mr. Uhler confirmed the Village has an active action that has been filed with the Illinois Attorney General. This Resolution supports that action and reinforces the need for continued monitoring of the air quality.



Regular Meeting  
President and Board of Trustees, Village of Burr Ridge  
November 12, 2018

Trustee Mottl questioned if passing this motion limits future options to properly protect the residents. Mr. Uhler stated the Resolution expressly leaves open any and all options the Village has. Trustee Franzese explained this Resolution allows the Trustees the opportunity to speak on behalf of Village residents and reinforce what has already been said by Mayors and elected officials in the surrounding communities. Mr. Uhler reiterated the Resolution calls for cease and desist until it can be proven they operate in a safe and efficient manner. By approving the Resolution the Board is asking that all actions be taken to ensure the continued operation of the plant is safe for all area residents and workers.

On Roll Call, Vote Was:

AYES: 6 – Trustees Franzese, Paveza, Mital, Snyder, Schiappa, Mottl

NAYS : 0 – None

ABSENT: 0 – None

There being six affirmative votes the motion carried.

**THIS IS RESOLUTION NO. R-35-18**

**CONSIDERATION OF A RESOLUTION OF SUPPORT AND FINANCIAL COMMITMENT FOR THE SAFE ROUTES TO SCHOOL GRANT FOR FLASHING PEDESTRIAN BEACONS ON WOLF ROAD**

Village Administrator Doug Pollock introduced Management Analyst Andrez Beltran who has been working on seeking a grant for flashing beacons on Wolf Road. Mr. Beltran presented the Resolution supporting Safe Route to School Grant which is 100% reimbursable to the Village if granted. The Grant is normally awarded in March. If it is awarded to the Village, construction would begin in July, with completion approximately three weeks later.

Motion was made by Trustee Mottl and Seconded by Trustee Schiappa to approve the Resolution of Support and Financial Commitment for the Safe Routes to School Grant.

On Roll Call, Vote Was:

AYES: 6 – Trustees Mottl, Schiappa, Snyder, Mital, Paveza, Franzese

NAYS : 0 – None

ABSENT: 0 – None

There being six affirmative votes the motion carried.

**THIS IS RESOLUTION NO. R-36-18**

**PRESENTATION AND DISCUSSION REGARDING NICOR METER MODERNIZATION REPLACEMENT PROGRAM**

Village Administrator Doug Pollock introduced Nicor representative Diana Jenkins who explained the Advanced Meter Infrastructure (AMI) provides time synchronized interval meter data collection. This allows for daily reading of meters if necessary, however the device only activates every four hours for a few seconds. Nicor has begun communicating with Village residents advising them their vendor will be installing a two-way communication device on existing gas meter. Every resident will receive several notifications prior

Regular Meeting  
President and Board of Trustees, Village of Burr Ridge  
November 12, 2018

to the installation of this new technology. Gas service will not be interrupted during installation. The Vendors will be in uniform and carry Nicor Gas Contractor ID badges.

There was no action by the Board.

**UPDATE REGARDING STERIGENICS IN WILLOWBROOK, IL** Assistant to the Village Administrator Evan Walter said the most recent communication is a press release from the DuPage County Department of Health detailing their intention to test private wells within a mile to a mile and a half of the facility. Testing should begin within the month of November. Staff is anticipating receiving data from GHD, the consultant hired by the Village to conduct independent testing, by the end of November. He also advised there will be an Open House hosted by the US EPA on Thursday, November 29, 2018 at Ashton Place, Willowbrook. There will be opportunity for residents to receive updates and ask questions.

Mr. Walter said he attended recent hearing in Chicago. These hearings are in support of two bills before the State. Both bills would outlaw the use of ethylene oxide in Illinois by 2022.

Trustee Franzese referenced a spill of ethylene glycol in 2013 and asked if information is available as to the quantity of the spill, was the soil remediated and if so to what extent. Mr. Walter does not have the exact specifics but will follow up and post a report.

**PRESENTATION OF PROPOSED TAX LEVY FOR 2019** Finance Director Jerry Sapp presented the proposed 2019 Tax Levy which is the first step in the annual budget process. The Tax Levy is proposed in November with a Public Hearing and Ordinance filed in December. The amounts are levied and collected by the County Assessor in 2019 and received as part of the fiscal year 2019 – 2020 budget. The Levy is comprised of three separate levies: the Corporate which is used for general governmental services, the Police Protection which is used for Police services and the Police Pension which is the employer contribution to the Police Pension Fund. He said the Village levies an amount under the tax cap limiting rate. That is the formula set up by the County's Assessor's Office and is a five step process. First the new Equalized Assessed Value (EAV) is estimated, then the limiting rate under the tax cap is calculated. The limiting rate is applied to the estimated new EAV and that determines the dollars available for the Tax Levy. The statutory requirement for Police Pension Levy is allocated and any remaining dollars are applied to the Corporate and Police Levy to complete the levy request.

Mr. Sapp stated that the 2017 Actual EAV was \$1,189,879,825 and the estimated EAV for 2018 is \$1,261,272,615. This estimate was determined by using a 2% increase in value and a 4% increase in new construction. When the limiting rate of .0996 is applied to the estimated EAV that calculates to \$1,256,195 in available property tax dollars. The Police Pension Fund receives \$758,505 and the General Fund receives the remaining \$498,000 in revenues.

Regular Meeting  
President and Board of Trustees, Village of Burr Ridge  
November 12, 2018

Mr. Sapp stated the Village has one of the lowest components of the tax bill representing less than 2% or \$0.016 of every tax dollar on the resident's tax bill. Using as an example a \$600,000 home could anticipate an increase of approximately \$4.18 in DuPage County and \$3.71 in Cook County.

The Village is required to hold a Public Hearing under the Truth in Taxation Law which will be held at the Regular Meeting of the Board on Monday, December 10, 2018. It is recommended that the proposed Tax Levy for 2018 be accepted and Staff be authorized to prepare the necessary notice for the Public Hearing on December 10, 2018.

In response to Trustee Schiappa's question if this is the same limiting rate as last year, Mr. Sapp stated it was .0995 last year and confirmed the estimate for this year is .0996. He also confirmed the limiting rate is the same for both Cook and DuPage Counties.

Motion was made by Trustee Schiappa and Seconded by Trustee Snyder to accept the proposed Tax Levy for 2018 and direct Staff to prepare the necessary notice for a Public Hearing to be held on December 10, 2018.

On Roll Call, Vote Was:

AYES: 6 – Trustees Schiappa, Snyder, Mital, Paveza; Mottl, Franzese

NAYS : 0 – None

ABSENT: 0 – None

There being six affirmative votes the motion carried.

**PRESENTATION OF OPTIONS FOR FUNDING CAPITAL IMPROVEMENTS/ROAD PROGRAM** Village Administrator Doug Pollock stated most services are funded by the General Fund, which typically has a surplus at the end of the year. The surplus is transferred to other funds for expenditures. These surpluses have decreased over the years and thus the need to address Capital Project funds.

Capital Projects Funds include the Road Program and Arterial Street Projects, Village Capital Improvements, Sidewalk and Pathway Fund, Equipment Replacement Fund and Stormwater Management Fund. Due to long term trends of decreases in the General Fund Surpluses and increase in percentage of Property Tax that goes toward Police Pension Fund, other funding needs to be addressed, most specifically for the Village's Road Program.

The Sidewalk and Pathway Fund is exclusively funded from Developer Donations and Grants. A deficit in this fund will begin in 19-20 Fiscal Year. No new projects are currently planned beyond FY 20-21. The 2009 Sidewalk and Pathway Plan included \$1 million in high priority projects that have not been done. Sidewalk maintenance also includes an estimated \$500,000 in asphalt replacement projects.

Regular Meeting  
President and Board of Trustees, Village of Burr Ridge  
November 12, 2018

The Equipment Replacement Fund has received transfers from the General Fund. This fund shows a deficit in FY 19-20, however with the cancellation of purchasing a street sweeper this deficit was deferred to FY 20-21. The funding strategy had been to transfer surpluses as they became available and to delay purchases whenever possible. This Fund reserve needs to be increased significantly.

The Storm Water Management Fund receives revenues from Permit Fees and transfers from the General Fund. This Fund Reserve needs to be increased. Recently, funds were transferred from the General Fund to pay for repairs to a storm pipe on Deer Path Trail.

The Capital Improvement Fund has historically received revenue from Grants for Arterial Street Projects and matching funds from General Fund transfers. One time revenue sources for other capital expenditures are transferred from other sources such as the IRMA reserves or transfers from the General Fund. The Annual Road Program is progressive in maintaining Village streets. This is a reoccurring annual project and requires consistent and reliable funding. On average \$750,000 is spent per year on the Road Program, of which 40% comes from Motor Fuel Tax and 50% to 60% from General Fund Transfers.

The General Fund Surplus is declining due mainly to increased percentage of Property Tax dedicated to the Police Pension Fund and declining revenues from Building Permits.

The recommended strategy for funding capital projects is to find a reliable revenue stream dedicated to the annual Road Program. This would allow General Fund Transfers, Developer Donations and Grants to fund other Capital Projects Funds.

Some options for dedicated Road Program Revenue Stream include imposing the additional ¼% Non-Home Rule Sales Tax which was originally approved by referendum for ½% however the Board chose to implement ¼% at that time. The other ¼% can be imposed at any time by action of the Board which could generate approximately \$350,000 annually in revenue. Another option is reinstatement of the Vehicle Sticker program which could generated \$350,000 - \$500,000 annually. Issuing Bonds is another option however it is not an efficient way to increase Funds. A Referendum to increase property tax with that increase dedicated to the Capital Projects Fund is also a possibility. Becoming Home Rule Community would allow for additional taxing authority as well as expanded use of the Hotel/Motel tax revenue.

Mayor Straub requested an explanation of Home Rule. Village Attorney Scott Uhler explained a Non-Home Rule Community can become Home Rule by population increase. A community with a population of 25,000 automatically becomes Home Rule. A Community can also request a referendum to become Home Rule be placed on the Ballot. A Non-Home Rule municipality only has powers set forth by State statute. Home Rule has the ability to regulate any area that relates to Government and affairs. The only limit on Home Rule powers is if the State has legislated that Home Rule Units are limited but the State has to speak expressly to limit the authority.

Regular Meeting  
President and Board of Trustees, Village of Burr Ridge  
November 12, 2018

Other strategies for funding Capital Projects Funds include Economic Development generating businesses and increasing Sales Tax. Mr. Pollock stated it would be challenging to increase sufficient revenues from economic development to fund all of the capital projects. Other options include Special Assessment or Special Service areas, continuing with the current policy of transferring revenues from other funds, reducing programs if transfers are insufficient, cutting costs in other departments via reduced personnel and reducing services provided.

Staff is requesting discussion by the Board of options and strategies for funding Capital Projects Funds and direction on how to proceed with the Capital Projects Fund budget for fiscal year 19-20.

Mr. Pollock stated that despite reduction in revenues the current Board and previous Boards have managed to maintain other costs to continue the Road Program and maintain a high level of services.

A suggestion was made to discuss this issue at a later Board meeting or during Budget Workshops. Trustee Schiappa recommended discussions should begin now, before the Budget season. Trustee Snyder suggested this information should be posted on the website in the interest of transparency.

There was additional discussion.

Mr. Pollock suggested the information be posted on the website and discussed further in the budget process.

No action was taken by the Board.

**CONSIDERATION OF REQUEST FOR VARIATION BY SPECTRUM SENIOR LIVING FROM 2011 NATIONAL ELECTRICAL CODE REGARDING PLACEMENT OF DWELLING UNIT RECEPTACLE OUTLETS**

Assistant to the Village Administrator  
Evan Walter explained Section 705 of the Building Ordinance states the Village Board shall function as Board of Appeals as it relates to the Building Ordinance. There is no Plan Commission recommendation, the request came straight to the Board. The development of Spectrum Senior Living is coming to an end with a Temporary Certificate of Occupancy having been issued. However, about a third of the units are in strict violation of the 2011 National Electrical Code regarding location of outlets in kitchen areas. Section 210 of the NEC provides spacing requirements for outlets in kitchen areas so as to prevent the need for extension cords. 58 of the 192 units within Spectrum have been built with improper outlet spacing. The developer has stated it would be approximately three-week delay and cost approximately \$150,000 to remedy the matter.

Mr. Walter introduced Sean Fallows, Fire Protection Supervisor & Special Project Coordinator, B & F Construction Code Services. He explained that for every countertop that is at least one-foot-wide an outlet two feet from the ends is required with four feet in between outlets. One outlet was centered on a 4.9-foot wall, two feet from one end and 2.9 from the other end, thus exceeding the two feet maximum. Additionally, on the peninsula the outlet was three feet from the wall. The design phase

Regular Meeting  
President and Board of Trustees, Village of Burr Ridge  
November 12, 2018

showed five outlets above the counter along the peninsula however there are only three which creates a spacing issue.

Trustee Snyder asked if this was missed in the rough inspection or if it was altered. Mr. Fallows stated the original plans showed it centered on the wall.

Mayor Straub asked what the consequences would be to fix the situation. Mr. Fallows stated the Building Code does not offer any relief. The developer is required to provide a code compliance solution.

Trustee Schiappa asked what is NEC. Mr. Fallows explained it is adopted electrical standard and is what determines additional outlets are required. The designs met the electrical code. When questioned why the electrician didn't follow the code Mr. Fallows stated it was unintentional in an effort to maintain spacing.

Trustee Franzese asked if the architect's drawings were correct. Mr. Fallows stated the outlet was centered on the wall in the scale drawings which are not dimensional. Mr. Fallows confirmed it was not discovered during the electrical rough inspection but during the final inspection.

Mr. Van Winkle, architect of record, stated many people ultimately should have discovered this error. There was a difference in interpretation of the code. The outlet located on the peninsula is actually not in the functional area of the kitchen where the outlet requirements apply. An opinion was obtained from the National Fire Protection Agency (NFPA), who oversees the NEC, which agrees with their position. The spirit of the code is to avoid extension cords and the fire hazard they represent. He does not believe that hazard exists in this situation. The electrical engineer shared concerns about having an outlet too close to the refrigerator. Although technically this does not meet the code there is good reason why this might be acceptable at this stage of the project. Spectrum cannot allow extension cords in the building and staff does monitor the units for unlawful use of extension cords.

Mr. Enyeart, from Spectrum reiterated as owners of this building they are addressing the issues brought up by B & F. These electrical issues 'fell through the cracks' and weren't discovered until the eleventh hour. They are asking for consideration to allow these issues, which don't have a life safety effect and don't affect the residents' use of the space, to remain as is. Postponing opening for three weeks could have detrimental effect on residents moving into the facility.

Mr. Van Winkle explained that there is a full dining facility so the residents typically do not cook in their kitchens.

Trustee Snyder clarified with Mr. Walter that the requirement is five outlets but there are only three. Mr. Walter stated that ultimately the Village could grant a Variation to the Code.

Regular Meeting  
President and Board of Trustees, Village of Burr Ridge  
November 12, 2018

Trustee Schiappa expressed surprise that this issue was missed by numerous people during the process.

Trustee Mital questioned if the outlets under the peninsula counted toward the five required outlets. Mr. Walter stated those would actually be considered part of the living room. She asked if there would be consideration to allow residents to move in before the work is done. Mr. Walter explained it does not affect all units so they can be occupied as needed but the affected units do need to be fixed. Mr. Van Winkle explained that in the original drawings there was a short wall along the peninsula which would require the five outlets. Since the wall was removed from the design, the counter which is less than twelve inches wide is no longer considered part of the kitchen and should no longer require five outlets. Trustee Mital stated there should be sufficient number of outlets to avoid the use of extension cords. She suggested giving time to complete the work.

Trustee Paveza asked Attorney Uhler if the Village could be drawn into any issues which may arise because of approving a project not up to code. Mr. Uhler stated the issue of liability is based on professional judgement.

Trustee Franzese requested a copy of NFPA report and questioned why some units had correct installation. Mr. Enyeart stated there are seven different models and this issue did not occur in all of the models. Trustee Franzese questioned the peninsula being considered part of the living room if it is a counter to be used for eating. Mr. Enyeart explained it is not considered part of the kitchen prep area and the outlets under the peninsula are not considered part of the required outlets for the kitchen. Trustee Franzese asked how many outlets would need to be added and the cost of installation. Mr. Enyeart stated it would be about 100 outlets for a cost of approximately \$50,000. The more concerning aspect would be the delay in obtaining licensing for full Certificate of Occupancy (CO). Trustee Franzese questioned if Spectrum would accept allowing residents to move in and perform the work at a later date within a specific time frame. Mr. Enyeart responded that with the Temporary Certificate of Occupancy that the Village has issued, staff are allowed to move into the building, but not residents. Mr. Van Winkle explained the Illinois Department of Health will also need to inspect the buildings but that cannot be scheduled until the Village approves the final. He confirmed that has to happen prior to residents moving in.

Village Administrator Doug Pollock confirmed Spectrum needs the full unconditional Certificate of Occupancy before proceeding with State Licensing. Mr. Pollock asked Mr. Uhler if the CO could be issued with a side agreement to have the work done at a later date. Mr. Uhler stated the Village could enter into a Binding Agreement to issue the CO allowing them to proceed with licensing and they commit to completing the work that is required.

Motion was made by Trustee Schiappa and seconded by Trustee Snyder to approve a waiver of the requirements in Section 210 of the National Electric Code with the intent of permitting a full Certificate of Occupancy at Spectrum Senior Living at 16W301 91<sup>st</sup> Street subject to the completion

Regular Meeting  
President and Board of Trustees, Village of Burr Ridge  
November 12, 2018

of an executed agreement with the Village providing for the completion of all items required by Section 210 of the National Electric Code at the facility.

Trustee Franzese questioned if this requires compliance with the code. Mr. Walter explained this request is to receive a CO to move forward but will need to be in complete compliance with NEC on this item. This is granting a temporary variation.

Trustee Snyder requested a deadline. Mr. Walter suggested 120 days.

Trustee Schiappa amended the motion to include a deadline of 120 days to complete the work.

On Roll Call, Vote Was:

AYES: 6 – Trustees Schiappa, Snyder, Mital, Paveza, Mottl, Franzese

NAYS : 0 – None

ABSENT: 0 – None

There being six affirmative votes the motion carried.

**OTHER CONSIDERATIONS** Trustee Franzese requested the next agenda include the recently discussed variation for the house and barn facility on 91<sup>st</sup> Street. Trustee Franzese stated it is possible the Plan Commission was given inaccurate information as to what the standard is for accessory structures which may have affected their decision. Attorney Scott Uhler explained in order to remand the issue to the Plan Commission the Board needs a motion to rescind the recommendation presented by the Plan Commission. The motion to rescind a prior decision requires two thirds majority and a majority to remand the issue to the Plan Commission. The motion cannot be addressed at this Board Meeting it would need to be made at the next Board Meeting.

**RESIDENT COMMENTS** Resident Alice Krampits stated some residents believe a Plan Commissioner violated the ethics code. It is believed the Plan Commissioner should have recused themselves from the discussion. She suggested Village Administrator Doug Pollock review with all the Plan Commissioners to remind them of policies and remind them as to when they should recuse themselves. She stated there has been a recent change to the Village Board's and Plan Commission's process. The approval of the Plan Commission's recommendation was combined with approval of the Ordinance thereby removing a grace period to make possible corrections. She requested the Village Administrator would add this new policy to the Agenda for discussion and questioned if an Ordinance can be approved before it is written.

Village Administrator Doug Pollock explained in an effort to expedite unanimous, non-controversial recommendations the recommendation letter and Ordinance are considered at the same Board meeting. The Board has the option to receive the Recommendation and approve the Ordinance at two separate meetings.



Regular Meeting  
President and Board of Trustees, Village of Burr Ridge  
November 12, 2018

Resident Stanley Smola had questions about the easement behind his house. Village Administrator Doug Pollock advised him this concern can be addressed at the staff level and referred him to Assistant to the Village Administrator Evan Walter.

**REPORTS AND COMMUNICATIONS FROM VILLAGE OFFICIALS** There were none  
**NON-RESIDENT COMMENTS** There were none

Motion was made by Trustee Mottl and seconded by Trustee Schiappa that the Regular Meeting of November 12, 2018 be adjourned to a closed session for the purpose of approval of Closed Session Minutes of September 10, 2018, discussion regarding pending litigation and for personnel issues and discussion of a possible vacancy.

Motion carried by voice vote and the meeting was adjourned to a Closed Session at 9:45 p.m.

PLEASE NOTE: Where there is no summary or 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 \_\_\_\_\_, 2018.

**RECONVENED REGULAR MEETING**

**PRESIDENT AND BOARD OF TRUSTEES,**  
**VILLAGE OF BURR RIDGE, IL**  
**November 12, 2018**

**CALL TO ORDER** The Regular Meeting of the President and Board of Trustees of November 12, 2018 was reconvened at 10:30 p.m. with the same Trustees in attendance as immediately preceding the Closed Meeting from 7:03 p.m. to 9:45 p.m.

**RECONVENE REGULAR MEETING** Motion was made by Trustee Paveza and seconded by Trustee Mottl that the Regular Meeting of November 12, 2018 be reconvened.

Motion carried by voice vote.

**MAYOR STRAUB ANNOUNCED HIS RESIGNATION** Mayor Straub announced he will resign effective November 19, 2018.

**ADJOURN REGULAR MEETING** Motion was made by Trustee Franzese and seconded by Trustee Snyder that the Regular Meeting of November 12, 2018 be adjourned

On Roll Call, Vote Was:

AYES: 6 – Trustees

NAYS: 0 – None

ABSENT 0 – None

There being six affirmative votes, the motion carried and the Regular Meeting of November 12, 2018 was adjourned at 10:33p.m.

\_\_\_\_\_  
Karen J. Thomas  
Village Clerk  
Burr Ridge, Illinois

\_\_\_\_\_  
J. Douglas Pollock  
Village Clerk Pro-Tempore  
Burr Ridge, Illinois

APPROVED BY the President and Board of Trustees this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**MINUTES**  
**STORMWATER MANAGEMENT COMMITTEE**  
**REGULAR MEETING**

**November 13, 2018**

**CALL TO ORDER**

Chairperson Guy Franzese called the meeting to order at 7:00 p.m.

Trustee Paveza opened the meeting by announcing the resignation of Mayor Mickey Straub, which will be effective on November 19<sup>th</sup>.

**ROLL CALL**

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

Also Present: Village Administrator Doug Pollock, Public Works Director/Village Engineer David Preissig.

**APPROVAL OF MAY 08, 2018 MINUTES**

A **motion** was made by Trustee Paveza to approve the minutes of the May 08, 2018 meeting. The motion was **seconded** by Committee Person Allen and **approved** by a vote of 6-0.

**DISCUSSION REGARDING PROPOSAL TO DEVELOP 7950 DREW AVENUE**

Mr. Preissig reviewed the status of the development that had received a Plan Commission recommendation and Village Board approval for a variance and special use regarding a Planned Unit Development at the southwest corner of 79th Street and Drew Avenue. He stated that the Committee had previously seen this P.U.D. design for eight units, which was provided in the summaries for the August packet. Mr. Preissig shared that Village staff had anticipated sharing more information after a pre-application meeting with DuPage County stormwater Management. However, this meeting that had been scheduled for November 6, 2018, was cancelled and therefore, no new information is available at this time. Plans for the development, which were recently received on November 7, 2018, were available at this meeting; however, these have not yet been reviewed by Village staff.

Mr. Preissig also stated that during the recent delineation of wetlands on the subject parcel, a violation of wetland and wetland buffer disturbance was recorded. It appears this was an encroachment from a neighbor to the west; however, Village staff must issue a citation to the property owner on which the disturbance was observed. As part of the notice, within the next 12 months, the property owner will be required to obtain a separate stormwater permit with plans to remove the material, provide elevations around the existing floodplain, restore the area with wetland plants, and provide a three-year guarantee for planted materials.

Pictures of the encroachment and disturbance were presented to the Committee. Chairperson Franzese stated that this violation causes an additional, unexpected expense to the property, and he supports Village staff in sending the notice.

### **STATUS OF COUNTY LINE ROAD AT DEER PATH TRAIL STORM SEWER REPLACEMENT PROJECT**

Mr. Preissig reviewed the status of this project, beginning with a contract for the work having been awarded to Unique Plumbing Company Inc., of Brookfield, Illinois, in the amount of \$286,817.08. This project constructs a reinforced concrete storm sewer between the ponds at Deer Path Trail and its outfall near Hidden Lake Drive, to replace the pipe that failed in October 2017. Construction for the project began on September 4, 2018, and is now substantially completed.

Mr. Preissig informed the Committee that as part of this project, the outlet control structure is accessible for maintenance, and it is designed to lower both normal and high-water levels which will alleviate roadway flooding and increase stormwater detention storage.

Pictures of the construction project were presented to the Committee. Landscaping restoration was currently in-progress.

### **UPDATE ON DRAFT STUDY OF CULVERT PIPE AT KATHERINE LEGGE MEMORIAL PARK**

Mr. Preissig shared an update on the draft study for potential safety measures at the culvert pipe originating in the Katherine Legge Memorial Park. As discussed at the May 2018 Committee meeting, the Villages of Hinsdale and Burr Ridge share maintenance responsibilities for this pipe and have improved the safety at its origin

within the park. Hinsdale installed a wooden fence and enclosed the upstream end. Pictures of the fence and its warning signs were presented to the Committee.

The firm of Hampton, Lenzini and Renwick Inc., of Woodridge, Illinois, which was selected by Burr Ridge to analyze the grate and channel, prepared a draft report. The preferred alternatives would widen the channel and reduce the flow velocity to a level at which a person might remain stable in the stream. Representatives from Hinsdale and Burr Ridge met at the site with the consultant on Friday, July 6, 2018, to review these concepts and analyses. Following this meeting, refinement of the analyses was requested. The revised, draft report was presented to the Committee. Trustee Schiappa noted that the channel's flow needs to be funneled into the existing culvert pipe regardless of any channel improvements.

Mr. Preissig summarized that the new fence restricts access around the upstream end and should prevent most encroachment into this area; therefore, channel modifications proposed in the study may not be necessary. It is the opinion of the risk management attorney for both Hinsdale and Burr Ridge that the wood fence shows a sufficient response addressing the initial safety concern from October 2017, and renews a tort immunity status. The Village of Hinsdale is considering its options within KLM Park and if further improvements to the channel would be included in a future budget. The December 10th Village Board meeting agenda will include an item to receive and file the final report prepared by the consultant.

### **UPDATE ON REVISED FLOOD PLAIN MAPPING IN DUPAGE COUNTY**

Mr. Preissig shared an update regarding the recent Special Flood Hazard Area (SFHA) and floodway delineation within the limits of the Village of Burr Ridge, as revised in all of the Flood Insurance Rate Maps (FIRM) for DuPage County.

The Village provided comments and pointed out significant discrepancies to the Federal Emergency Management Agency (FEMA) regarding these maps in March 2018 and May 2018, which were acknowledged by FEMA. FEMA will issue a Letter of Final Determination (LFD), which is now expected in February 1, 2019, with an effective date of August 1, 2019. Mr. Preissig advised that a Village ordinance would be on a Board agenda after the LFD is received but prior to the effective date.

## **STATUS OF STORMWATER STORAGE FACILITY EVALUATION AND ALLOCATION OF STORMWATER MANAGEMENT FUNDS FOR MAINTENANCE**

As introduced in the last committee meeting, one of the strategic goals of the Village Board is to provide a mechanism that ensures maintenance of stormwater storage facilities. Mr. Preissig shared that this past summer, the engineering intern combed through the 2013 inventory, the Village's existing geographic information system (GIS), as well as all the scanned as-built subdivision plans to ensure a thorough database on which to evaluate and rank all facilities. The database now contains 109 retention ponds (wet-bottom) and 87 detention ponds (dry-bottom), for a total of 196 facilities, which is an increase of 100% over the previous inventory showing 99 basins. This endeavor took the entire time allotted this summer; therefore, the next step in the process to specify evaluation criteria was not yet started.

A sample text from a subdivision plat of survey was shown to the Committee as an example of legal difficulties in determining maintenance responsibility. Village staff and the Village attorney will be reviewing such language and may need to recommend amendments to the Municipal Code or Subdivision Code.

Mr. Preissig also brought attention to the allocation of stormwater management funds for maintenance. He mentioned that Village staff is considering options for how the Village could help to fund the maintenance of stormwater detention/retention basins and private stormwater infrastructure. A presentation of the DuPage County Water Quality Improvement Grant program was shown to the Committee. Chairperson Franzese suggested that HOAs in DuPage County be made aware of this grant opportunity in the future.

## **PRESENTATION OF PUBLIC WORKS DEPARTMENT SNOW SEASON CHLORIDE-REDUCING OPERATIONS AND ENVIRONMENTAL BENEFITS**

Public Works Director Preissig introduced the topic of anti-icing as a new tool that is now available to the Burr Ridge Public Works Department. Mr. Stephen McCracken, Director of Watershed Protection for The Conservation Foundation/DuPage River Salt Creek Workgroup provided a thorough presentation on the topic, "Anti-Icing – Part of a Sensible Salt Diet!".

Public Works Director Preissig followed with an overview of how anti-icing is anticipated to be utilized for the first time this winter season. He shared that Unit 30 (which was on display following the meeting) is the Department's new anti-icing truck and a multi-use workhorse that also functions as a chipper truck and watering truck. This unit was recently highlighted at a truck equipment expo in Schaumburg.

Chairperson Franzese stated that the Village should utilize E-briefs, Burr Ridge Briefs, and other communication to let residents know what anti-icing equipment and road treatment looks like and how it is a benefit to the community.

### **CONSIDERATION OF CY 2019 COMMITTEE MEETING DATES**

A **motion** was made by Committee Person Krampits to approve the calendar year 2019 Committee Meeting dates as proposed. The motion was **seconded** by Committee Person Montelbano and **approved** by a vote of 6-0.

### **AUDIENCE DISCUSSION**

There was no audience discussion.

### **ADJOURNMENT**

There being no further business, a **motion** was made by Trustee Paveza to adjourn the meeting. The motion was **seconded** by Committee Person Krampits and **approved** by a vote of 6-0. The meeting was adjourned at 7:45 p.m., and the Committee members visited the Public Works garage to view the Department's anti-icing truck.

Respectively submitted,

David Preissig, P.E.  
Director of Public Works/Village Engineer

**PLAN COMMISSION/ZONING BOARD OF APPEALS**  
**VILLAGE OF BURR RIDGE**  
**MINUTES FOR REGULAR MEETING OF NOVEMBER 19, 2018**

**I. ROLL CALL**

The Regular Meeting of the Plan Commission/Zoning Board of Appeals was called to order at 7:00 p.m. at the Burr Ridge Village Hall, 7660 County Line Road, Burr Ridge, Illinois by Chairman Trzupek.

**ROLL CALL** was noted as follows:

**PRESENT:** 8 – Broline, Farrell, Hoch, Irwin, Praxmarer, Petrich, Stratis, and Trzupek

**ABSENT:** 0 – None

Village Administrator Doug Pollock and Assistant to the Village Administrator Evan Walter were also present.

**II. APPROVAL OF PRIOR MEETING MINUTES**

Commissioner Petrich noted a deletion on page four and asked that the remainder of the minutes be included. Commissioner Stratis noted that a second had been incorrectly noted on page two. Staff acknowledged these items.

A **MOTION** was made by Commissioner Praxmarer and **SECONDED** by Commissioner Farrell to approve the minutes of the October 15, 2018 Plan Commission meeting.

**ROLL CALL VOTE** was as follows:

**AYES:** 7 – Praxmarer, Farrell, Irwin, Hoch, Petrich, Broline, and Stratis

**NAYS:** 0 – None

**ABSTAIN:** 1 - Trzupek

**MOTION CARRIED** by a vote of 7-0.

**III. PUBLIC HEARINGS**

Chairman Trzupek conducted the swearing in of all those wishing to speak during the public hearing on the agenda for the meeting.

**V-03-2018: 8200 Steepleside Drive (Bart); Variation and Findings of Fact; continued from July 16, 2018 and September 17, 2018**

As directed by Chairman Trzupek, Mr. Walter described this request as follows: subsequent to this petition previously being remanded to the Plan Commission, the petitioner amended their petition to request a rear yard principal building setback of 45 feet rather than the permitted 60 feet to accommodate a new single-family residential building. The original petition requested a 30-foot rear yard setback. The amended rear-yard setback reduction of 15 feet is equal to the additional front-yard setback that has been added due to the presence of the drainage easement. The proposed variation would result in a building pad depth of 65 feet. Without the variation, the building pad depth would be 50 feet. At its September 17 meeting, the Plan Commission requested additional research on the comparative size of total lot and buildable area depths of other parcels zoned R-2A to determine if the buildable area would remain comparatively sized if the variation were



granted. There were very few examples of horizontal lots such as those that match the development patterns found on Steepleside Drive that are zoned R-2A, and thus few conclusions could be drawn regarding the subject property's relative buildable area depth. Only four such examples of lots of comparable size and orientation zoned R-2A exist in the Village, all of which are located on Steepleside Drive. As presently permitted, lots at 8200 and 8250 Steepleside have a 50' deep buildable area on 170' deep lots; each has a relative building pad depth equal to 29.4% of the total lot depth. Lots at 8150 and 8225 Steepleside have a 70' deep buildable area on 180' deep lots; each has a relative building pad depth equal to 38.9% of the total lot depth. If the subject property were permitted a rear setback reduction of 15 feet, its relative building pad depth would be increased to 38.2% and be 25% relatively deeper than the lot to the south. Mr. Walter said that the Plan Commission may also wish to consider the fact that the front yard setback is measured from the front wall of a home, yet the drainage easement does not permit any structures of any kind from being built within its delineated boundaries, therefore any porches, walkways, etc. that are permitted in a front yard would need to be built behind the drainage easement, therefore pushing the front of the home slightly back from the border of the drainage easement.

Sylvia Bart, 5529 South Monroe Street, said that the comparative market analysis provided by her real estate firm showed that the lot was being marketed at \$485,000 while the suggested market price was \$467,500. Ms. Bart said that the property owner had received no offers on the property in the two years that she had held the listing.

Sean Corry, 11653 Walnut Court, supported the variation so that the property could be developed and cleaned up. Mr. Corry asked if the variation could be contingent on a fence being replaced at another property owned by the petitioner. Mr. Walter said that conditions of variations needed to be related to the subject property, but that staff would conduct an investigation into the condition of the fence in question. Mr. Corry concurred with this suggestion.

Chris Herringshaw, 8150 Steepleside, said he looked forward to development occurring on the property but objected to the variation request.

Tom Schwertman, 8155 Rosemere Court, said that he lived behind the subject property and objected to the variation request.

Commissioner Stratis said that the market analysis did not capture all possible factors, and did not support a variation without a feasible site plan being presented along with the request for a variation.

Commissioner Farrell said she expected further information to be returned, and did not see the need for a hardship in the petition.

Commissioner Praxmarer said she supported the petition's request and felt that the drainage easement presented such a condition.

Commissioner Broline asked for the definition of hardship relative to a variation. Mr. Pollock said that hardships are the result of a unique condition of the land, not a personal perspective. Commissioner Broline asked the objecting resident behind the subject property what his setback was from his home to the property line, as it appeared to be pushed further west than other homes in the neighborhood. Mr. Schwertman said that his home was indeed closer to the subject property's lot line than the neighboring homes. Mr. Walter reminded the Plan Commission that the neighbor at 8250 Steepleside had also objected to this petition.

Commissioner Petrich asked if the neighboring properties which had been previously developed used the full depth of the building pad. Mr. Walter said that no lot on the street used the entire depth of the permitted building pad.

Commissioner Irwin asked if the subdivision was created with the presence of the drainage easement being know. Commissioner Hoch confirmed this. Commissioner Irwin said he would be able to support a variation if an architect could demonstrate that a buildable home was not possible with the existing building pad dimensions, but was not able at this time.

Commissioner Hoch said that since the drainage easement existed at the time of subdivision, it was a known condition and thus could not support the request.

Chairman Trzupek asked for clarification regarding where accessory structures, such as walkways and retaining walls, could be built on a property. Mr. Walter said that both of these structures are permitted in front yards; however, no structures of any kind are permitted to be built in the drainage easement, and thus would need to be built further into the building pad if they were so desired. Chairman Trzupek said that he would be more supportive of the request if a plan for a home were presented along with a request.

At 7:45 p.m. a **MOTION** was made by Commissioner Hoch and **SECONDED** by Commissioner Farrell to close the public hearing.

**ROLL CALL VOTE** was as follows:

**AYES:** 7 – Hoch, Farrell, Irwin, Broline, Praxmarer, Stratis, and Trzupek

**NAYS:** 0 – None

**MOTION CARRIED** by a vote of 7-0.

A **MOTION** was made by Commissioner Hoch and **SECONDED** by Commissioner Farrell to recommend that the Board of Trustees deny a variation pursuant to Section VI.D.7 of the Burr Ridge Zoning Ordinance to reduce the required rear yard setback at a property in the R-2A Residential District from 60 feet to 45 feet and to direct staff to prepare findings of fact.

**ROLL CALL VOTE** was as follows:

**AYES:** 4 – Hoch, Farrell, Stratis, and Irwin

**NAYS:** 3 – Broline, Praxmarer, and Trzupek

**MOTION CARRIED** by a vote of 4-3.

Commissioner Broline asked if a motion could be made to allow for the variation if a home plan were presented at a public hearing. Mr. Walter said that such a motion would be binding upon future considerations and would not be permitted. Mr. Walter suggested that any Plan Commissioner who would support such a statement go on record as such so as to provide direction to the petitioner in a future petition. Commissioner Broline supported this statement and the possibility of future petitions.

#### **Z-25-2018: 16W020 79<sup>th</sup> Street (Dodevski); Special Use and Findings of Fact**

Mr. Walter said that the petitioner notified staff that an emergency had arisen prior to the meeting and was unable to attend, requesting that it be continued to the next available meeting.

Commissioner Irwin said that he would not support the special use for a chain link fence as proposed as he felt they were inappropriate for the Village.

A **MOTION** was made by Commissioner Stratis and **SECONDED** by Commissioner Hoch to continue the petition Z-25-2018 to the January 7, 2019 public meeting.

**ROLL CALL VOTE** was as follows:

**AYES:** 8 – Stratis, Hoch, Irwin, Farrell, Petrich, Broline, Praxmarer, and Trzupek

**NAYS:** 0 – None

**MOTION CARRIED** by a vote of 8-0.

**Z-26-2018: Zoning Ordinance Amendment; Amendment and Findings of Fact**

As directed by Chairman Trzupek, Mr. Walter described the request as follows: the petition seeks to amend Section IV.H of the Burr Ridge Zoning Ordinance related to regulations regarding the size of accessory buildings. Staff is the petitioner for this request. The amendment proposes that the permitted size and setbacks of accessory buildings be determined by a ratio based on the size of the lot and the accessory building itself. Ratios were found to be utilized by many suburban communities with development patterns similar to Burr Ridge, including North Barrington, Barrington Hills, Mettawa, and Wayne, and result in a highly simplified development model. The side yard setbacks for accessory building sizes were proposed as follows: less than 500 square feet: 10 feet; 501-1500 square feet: 15 feet; 1501-2000 square feet: 20 feet; 2001-3000 square feet: 30 feet; 3001-4000 square feet: 40 feet; over 4000 square feet: 50 feet. Interior side yard setbacks were determined based on a 1% accessory building size-to-setback ratio, while rear yard setbacks are based on a 0.5% accessory building size-to-setback ratio, with both having a minimum setback of 10'. The amendments propose a 5% total lot coverage cap for one accessory building and a 2% total lot coverage cap for a second accessory building (a total of 7%), with all lots permitted to have one accessory building of up to 1,000 square feet in size. The proposal also amends the permitted height of accessory buildings on properties over 200,000 square feet in size and at least 50' from all property lines be permitted to be no more than 25 feet in peak height from the present restriction of 15 feet. Staff proposes that the height of accessory buildings be increased on larger lots with stricter setback requirements so as to permit greater flexibility in building design and use for larger buildings. Staff notes that the proposed ratio would reduce the permitted size of accessory buildings on lots between 20,000 and 40,000 square feet in size. Under current regulations, lots of these sizes are permitted to have accessory buildings totaling over 7% of the lot coverage, with a maximum value of almost 11% on a 30,000 square foot lot zoned R-2B. Staff found only two examples of permits for large accessory buildings (>2,000 square feet) being issued in the past five years. Based on these findings, staff concluded that there has been very little demand for large accessory buildings on these lots, and a reduction in the permitted size of accessory buildings on these lots would not impair any trends in accessory building construction within the Village. Mr. Walter noted several benefits that would be realized under the proposed amendments that are not present in the current model, including building determination by a sole measurement; the required interior side and rear setbacks for an accessory building increases with the size of the structure under the proposed regulation; detaching accessory building regulations from a specific zoning district may incentivize property owners to re-zone to more suitable classifications if they were not penalized for re-zoning to a denser zoning classification; and

property owners may also be incentivized to create larger lots upon subdivision as it would permit the owners of the newly-created lots to erect larger accessory buildings, thus contributing to the development pattern of larger lots that has made Burr Ridge unique in the area.

Mark Thoma, 7515 Drew, asked if a public notice was required for this consideration. Mr. Walter said that a public notice appeared in the newspaper as required by law, but that no letters were required to be sent to any resident as the amendment is Village-wide and not related to any particular address. Mr. Thoma asked how many requests for oversized accessory structures have been received in the past year. Mr. Walter said that there had been one. Mr. Walter said that it was staff's understanding that direction was given by Chairman Trzupek to prepare this public hearing. Chairman Trzupek confirmed staff's understanding, as he supported the concept of having larger structures on larger lots, but wished to accomplish this through an amendment instead of variations.

Mr. Thoma said that staff had provided misinformation to the Plan Commission, stating that the comparable communities used in the study did not equally compare to Burr Ridge regarding population density. Mr. Thoma said that the current regulations regarding accessory structures was acceptable as is.

Sharon Williams, Drew Avenue, said that she was concerned about the proposed amendments and did not see the benefit of the proposal.

Mike Moreno, 9171 Drew Avenue, said he was concerned about the proposed amendments and felt that it would set a bad precedent. Mr. Moreno raised a concern about potential wetland impacts on the property next to his. Mr. Walter said that the Village Engineer had already opened an investigation into potential wetland or floodplain impacts and that further direction was forthcoming.

Stanley Smola, 9161 Drew Avenue, said that an existing accessory building was located on his neighbor's property, and the terms of the potential variation granted to him for an additional accessory building stated that he would be permitted to have only one accessory building on the property. Mr. Walter said that he had informed the property owner of such a condition and that the existing building would need to be removed if the desired building were to be developed.

Alice Krampits, 7515 Drew, did not support the proposed amendments as they would allow for excessively large accessory buildings. Ms. Krampits supported the concept of increasing setbacks as the size of accessory buildings increase.

Chairman Trzupek said that a previous recommendation from the Plan Commission had been made based on erroneous information, and that had the proper information been received, a variation would have not been recommended for approval. Chairman Trzupek asked if the property at 15W069 91<sup>st</sup> Street was permitted to have up to ten horses. Mr. Walter confirmed this statement. Chairman Trzupek said that the excessive size of the accessory structure relative to the variation prompted him to ask that the size of accessory structures be examined as a text amendment so as to allow for uniform rules. Chairman Trzupek asked if there were a large amount of 300,000-square foot lots in the Village. Mr. Walter said that there are few such properties remaining in town.

Commissioner Hoch asked for the definition of an accessory building. Mr. Walter said that accessory buildings are structures that are subordinate to principal structures and generally are

walled-in, such as a guest house, detached garage, barn, or shed. Commissioner Hoch supported the concept of increased setbacks for larger accessory buildings and that it simplifies the permitted regulations for sizing buildings.

Commissioner Irwin asked how rear and side yard setback conflicts would be resolved. Commissioner Irwin described a scenario in which a rear lot line abuts a side lot line, and while the two lot lines abut, the setback requirements are different based on the different orientations of the lot. Mr. Walter said that staff would bring back a solution to this question at the next consideration of the petition.

Commissioner Petrich said that there was an existing allowance for an additional accessory building for every 2 additional acres on lots greater than 5 acres, and asked if this allowance was proposed to remain. Mr. Walter said that his proposal would cap the number of accessory buildings at two regardless of lot size. Commissioner Petrich asked if any height restrictions would be altered under staff's proposal. Mr. Walter said that the only proposed change was to permit one accessory building on lots above 200,000 square feet and greater than 50' from all lot lines be permitted to be 25' in height, amended from 15'.

Commissioner Broline said that the proposed amendment allowed for excessively large accessory buildings, but supported the concept of ratios in determining size and setback requirements.

Commissioner Praxmarer said she preferred a narrower amendment regarding accessory buildings.

Commissioner Farrell said that she supported the concept of tying the size of accessory buildings to lot size instead of zoning designation, as it would eliminate the possibility of large structures being built on improperly zoned lots. Commissioner Farrell supported the concept of proportional setbacks. Commissioner Farrell said she also had concerns about excessively large buildings being permitted. Commissioner Farrell said that there appeared to be an incongruence between horses being permitted but buildings for boarding horses not being permitted of an appropriate size. Commissioner Farrell said that Exhibit B was a good method of demonstrating the differences between the current and proposed regulations.

Commissioner Stratis said he disagreed with elements of the public comment that the amendment was underhanded and said that staff had properly interpreted Chairman Trzupek's direction regarding a potential amendment to accessory building regulations. Commissioner Stratis said that the comparable communities used by staff were appropriate. Commissioner Stratis said that 5-acre lots should not be restricted to the same amount of accessory building square footage, and supported the concept of using ratios for regulations as they were proportionate. Commissioner Stratis said that he supported a cap of 6,000 square feet for accessory buildings. Commissioner Stratis asked if sport courts were counted as accessory buildings. Mr. Walter said that such uses were accessory structures, not buildings.

Chairman Trzupek asked the Plan Commission if there was support for the concept of pursuing a proportional, ratio method for accessory buildings, moving it away from zoning districts. There was general support for the Chairman's question.

Commissioner Praxmarer asked if the size of accessory buildings could be tied to the size of the principal building on the property. Mr. Walter said that accessory buildings are currently not permitted to exceed the size of the principal structure on a lot but would review this suggestion accordingly.

Mr. Walter asked the Plan Commission to continue the discussion to a later meeting to allow staff to refine the proposed amendments.

A **MOTION** was made by Commissioner Hoch and **SECONDED** by Commissioner Irwin to continue the public hearing to January 21, 2018.

**ROLL CALL VOTE** was as follows:

**AYES:** 8 – Irwin, Hoch, Farrell, Petrich, Broline, Praxmarer, Stratis, and Trzupek

**NAYS:** 0 – None

**MOTION CARRIED** by a vote of 8-0.

#### **IV. CORRESPONDENCE**

Mr. Pollock said that a resident had inquired about a previous Plan Commission ruling in which a Commissioner should have recused themselves from voting. Mr. Pollock said an investigation into this matter took place and no recusal was required based on the circumstances of the vote. Mr. Pollock encouraged Commissioners or residents to direct said concerns to him before votes if there is any question as to whether an ethical issue exists.

#### **V. OTHER CONSIDERATIONS**

##### **PC-12-2018: 8601 Kingery Highway; Extraterritorial Review of Preliminary Plat of Subdivision**

As directed by Chairman Trzupek, Mr. Walter described this request as follows: According to the State of Illinois, the Village has legal authority to enforce its subdivision regulations beyond the Village boundaries (up to a distance of one and one-half miles outside Village), whether or not the applicable County has also adopted a subdivision code or ordinance. Where conflicts or inconsistencies arise between the subdivision code of a Village and the adjacent County, the Illinois Municipal Code provides that such conflicts are resolved by deferring to the most restrictive subdivision ordinance or code in place at the time of review. Therefore, if a municipality has adopted a comprehensive plan extending into those unincorporated areas within one-and-one-half-miles of the Village, the subdivision of such property is legally exempted from the application of any less restrictive rules or regulations. The property owner must comply with the most restrictive standards and requirements set forth by both the Village and the County. If the property is located within unincorporated territory covered by the subdivision codes of more than one municipality, the application of the subdivision codes can be determined by an intergovernmental agreement between the municipalities. If there is no such agreement, the Municipal Code status that “the jurisdiction of any one of the corporate authorities shall extend to a median line equidistant” between the boundaries of the municipalities. The Village of Willowbrook is the only community who would have rights of extraterritorial review on this subdivision and they have elected to waive such rights. At this time, staff has not been provided with proper materials for review, including full-size and to-scale plans, to allow for a determination of the development’s compliance with the Village’s subdivision plans. Such a review would allow for an understanding as to the developer’s investment in half-street improvements, including a half-street resurfacing, curb, sidewalk, and other items required by the Village Subdivision Ordinance. While the Village retains the right to review the development to determine compliance with its Subdivision Ordinance, it may also waive said right and allow the development to continue as proposed. It

should be noted that the Village does not have any rights of review regarding the zoning of said property. Mr. Walter requested Plan Commission feedback as to whether a full extraterritorial review is desired, or, if such a review is not necessary and thus can be waived.

A **MOTION** was made by Commissioner Hoch and **SECONDED** by Commissioner Irwin to recommend that staff request additional information on the proposed development and that the Plan Commission exercise its right to extraterritorial subdivision review at 8601 Kingery Highway.

**ROLL CALL VOTE** was as follows:

**AYES:** 8 – Hoch, Irwin, Broline, Farrell, Petrich, Praxmarer, Stratis, and Trzupek

**NAYS:** 0 – None

**MOTION CARRIED** by a vote of 8-0.

**PC-05-2018: Consideration of Amendments to the Sign Ordinance**

As directed by Chairman Trzupek, Mr. Walter described this request as follows: at its October 15, 2018 meeting, the Plan Commission gave additional direction to staff regarding amendments to the Sign Ordinance. At such meeting, a redlined copy of all changes was requested; however, after much consideration, staff felt that providing a side-by-side comparison of a before and after of the changes would be clearer to understand due to the significant amount of formatting involved.

A **MOTION** was made by Commissioner Farrell and **SECONDED** by Commissioner Stratis to recommend that the Board of Trustees approve amendments to the Sign Ordinance as shown in Exhibit A.

**ROLL CALL VOTE** was as follows:

**AYES:** 8 – Farrell, Stratis, Broline, Petrich, Praxmarer, Hoch, Irwin, and Trzupek

**NAYS:** 0 – None

**MOTION CARRIED** by a vote of 8-0.

**PC-11-2018: 2019 Plan Commission Meeting Schedule**

A **MOTION** was made by Commissioner Farrell and **SECONDED** by Commissioner Stratis to recommend that the Board of Trustees approve the 2019 Plan Commission meeting schedule.

**ROLL CALL VOTE** was as follows:

**AYES:** 8 – Hoch, Irwin, Farrell, Stratis, Broline, Praxmarer, Petrich, and Trzupek

**NAYS:** 0 – None

**MOTION CARRIED** by a vote of 8-0.

**VI. FUTURE SCHEDULED MEETINGS**

**December 17, 2018**

A **MOTION** was made by Commissioner Stratis and **SECONDED** by Commissioner Hoch to cancel the December 17, 2018 meeting.

**ROLL CALL VOTE** was as follows:

**AYES:** 8 – Stratis, Hoch, Farrell, Petrich, Irwin, Praxmarer, Broline, and Trzupek

**NAYS:** 0 – None

**MOTION CARRIED** by a vote of 8-0.

**January 7, 2019**

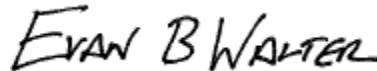
**A. V-01-2019: 8300 Madison Street (Kukuk); Variations and Findings of Fact**

Commissioner Praxmarer asked if a live/work use concept would be coming forward at the Village Center. Mr. Walter said that he anticipates such a petition to be brought forward in the first quarter of 2019.

**VII. ADJOURNMENT**

A **MOTION** was made by Commissioner Farrell and **SECONDED** by Commissioner Stratis to **ADJOURN** the meeting at 9:40 p.m. **ALL MEMBERS VOTING AYE**, the meeting was adjourned at 9:40 p.m.

**Respectfully  
Submitted:**



---

Evan Walter, Assistant to the Village Administrator



**MINUTES  
ECONOMIC DEVELOPMENT COMMITTEE MEETING  
November 20, 2018**

- CALL TO ORDER:** Mr. Walter called the meeting to order at 7:00 p.m.
- ROLL CALL:** **Present:** Trustee Zach Mottl, Trustee Tony Schiappa, and Bhagwan Sharma  
**Absent:** Kirsten Jepsen  
**Also Present:** Village Administrator Doug Pollock; Communications and Public Relations Coordinator Janet Kowal; Assistant to the Village Administrator Evan Walter; and Management Analyst Andrez Beltran
- ELECTION OF CHAIR:** A **MOTION** was made by Mr. Schiappa to appoint Mr. Mottl as the Committee Chair for the meeting. The motion was **SECONDED** by Mr. Sharma and approved by a vote of 3-0.
- MINUTES:** A **MOTION** was made by Mr. Schiappa to approve the Minutes from the July 17, 2018 meeting. The motion was **SECONDED** by Mr. Sharma and approved by a vote of 2-0. Mr. Schiappa abstained.

Before beginning the regular agenda, Mr. Walter noted that there were now three vacancies on the EDC. Mayor Straub resigned from office on November 19, 2018, and Sheryl Kern resigned on November 12, 2018, while an existing vacancy had been present since February 2017.

**APPROVAL OF 2019 COMMITTEE MEETING CALENDAR**

**CONSIDERATION OF AMENDMENTS TO THE ECONOMIC DEVELOPMENT COMMITTEE CHARTER AND COMPOSITION**

Mr. Walter presented two items jointly as they were related to one another. Mr. Walter presented a concept plan which would amend the EDC's meeting schedule from every other month to monthly, as well as meeting at 8:00am instead of 7:00pm. Mr. Walter also proposed expanding the EDC to include a larger number of members so as to become more of a pro-active working group and to amend the EDC's charter, allowing it to be more directive and give itself a wider set of goals and functions.

Mr. Schiappa said that he liked the new concept, and emphasized "strengthen economic development in the Village" as the most important element of the proposed charter. Mr. Sharma suggested that the Committee meet at 9:00am as well as on Wednesday's instead of Tuesday's. All members concurred with these suggestions. Mr. Mottl asked if the committee's roster would be required to be made up of residents. Mr. Walter said that many other communities invite business owners, industry leaders, etc. who do not reside in the community so as to ensure that there is diversity in representation for many industries on the committee.

Mr. Mottl asked for clarification as to the purpose of the proposed changes. Mr. Walter said that it was staff's perspective that the EDC was not a useful tool for promoting economic development as it was currently structured, and that the proposed changes would create a better platform for achieving the Committee's goals as well as provide the EDC to better direct staff. All members concurred with this statement.

A **MOTION** was made by Mr. Schiappa and **SECONDED** by Mr. Sharma to approve the amended 2019 EDC calendar to meet every third Wednesday at 9:00am, to expand the committee

size to ten members and a chairperson, and to adopt the proposed amendment to the charter. The motion was approved by a vote of 3-0.

### **CONSIDERATION OF RECOMMENDATION OF PREFERRED MARKETING CONSULTANT**

Mr. Walter presented two finalists from the EDC's RFP for a new marketing consultant: Marketing Partnership International (MPI) and Kivvit. He explained that five proposals were received but three were eliminated by staff and Mayor Straub due to their offering irrelevant products. The two finalists were invited to an open presentation on November 7.

Mr. Mottl said that both firms were qualified but felt that Kivvit's experience with hotels would be beneficial and desirable. Mr. Schiappa concurred with Mr. Mottl's statement. Mr. Sharma asked how the consultant would be reviewed on their success or failure. Mr. Walter said that the RFP asked for each firm to clearly articulate how they would conduct performance management, and that regardless of which consultant the EDC preferred, they would be reviewed on their performance annually. Mr. Walter noted that both employees from the hotel properties recommended Kivvit as their preferred consultant.

A **MOTION** was made by Mr. Schiappa and **SECONDED** by Mr. Sharma to recommend that the Board of Trustees appoint Kivvit as the preferred marketing consultant for the Village's hotel/motel marketing program. The motion was approved by a vote of 3-0.

### **CONSIDERATION OF RECOMMENDATION TO SUPPORT COOK COUNTY 6B INCENTIVE FOR 101 TOWER DRIVE**

Mr. Walter reviewed a request by Midwest for Village support of a Cook County 6B tax incentive at 101 Tower Drive. Mr. Walter explained the process of a 6B incentive and stated that the business purchasing the property at 101 Tower Drive would be a significant sales tax generator as well as would be investing several million dollars into the re-design of the facility into a sales and training office for medical equipment. Mr. Mottl said that his business had recently gone through the 6B process in Lyons and was pleased to support a high-quality business locate and expand operations within Burr Ridge.

A **MOTION** was made by Mr. Schiappa and **SECONDED** by Mr. Sharma to recommend that the Village Board of Trustees adopt an ordinance in support of an application for a 6B tax incentive by Midwest and 101 Tower Drive. The motion was approved by a vote of 3-0.

### **DISCUSSION OF NEW ECONOMIC DEVELOPMENT INITIATIVES**

Mr. Walter described several new economic development initiatives to support the growth of healthy development within the Village.

Mr. Walter proposed the establishment of a business license program. Mr. Walter noted that Burr Ridge was the only community in the region that staff could find that did not have an annual business license program, and that the Village's current data on businesses was often out-of-date and incorrect due to a lack of a program. Mr. Walter suggested that the revenue raised from such a license program be used to support economic development and Code Compliance programming, as both were primary Village programs which promote a high-quality development atmosphere. Mr. Sharma suggested that the business license be renewable annually at a cost of \$100. This interval and cost were agreed upon by the other members.

Mr. Walter proposed the establishment of a staff-led business outreach program. Mr. Walter said that it was staff's opinion that they were not able to be responsive to the needs of businesses due

to limitations within the current business survey approach, and it was their goal to become more pro-active and responsive to the needs of businesses by establishing a more qualitative survey in which staff would respond to issues affecting the respondent. Mr. Walter said that staff's ultimate goal was to start a business visitation program, in which the Village would be able to connect with businesses on a higher level, becoming more of a resourceful contact than necessary hindrance to the community. Mr. Beltran said that it was his goal to ensure that all businesses feel comfortable contacting the Village, even if they were not experiencing a business problem, and thus creating a more productive relationship between Village and business. All members agreed that this program would be beneficial and encouraged its development.

Mr. Beltran proposed that the Village attend two ICSC conferences annually in Las Vegas and Chicago. Mr. Beltran explained that current markets were crowded with communities attempting to recruit high-quality retail development and tenants, and that a lack of access to networking and awareness within the development community will cause opportunities to be missed or lost to other, more pro-active communities. Tangible elements of developing awareness are creating marketing materials, including mailable packets, flyers, and a trade show booth, as well as possibly an entire Village economic development brand. Mr. Beltran provided several examples of smaller communities who attended these conferences who were able to attract quality retailers despite not having a traditional economic profile. All members agreed that the revenues from the business license program should be used to attend these conferences.

Mr. Walter said that he has been actively working with the DuPage Convention and Visitor's Bureau (DCVB) to pass and introduce legislation within the Illinois General Assembly related to the Hotel/Motel Tax levied by the Village. As a non-home rule community, the Village may only expend revenues from the Hotel/Motel Tax on activities which generate overnight tourism within the Village. Currently, the General Assembly is considering Senate Bill 2483, which would permit 25% of all revenues in the Hotel/Motel Fund to be expended for capital or economic development purposes i.e. the Village road program or sales tax rebate agreement. As of November 15, this bill has passed in the Senate but is under review by the House Tourism and Hospitality Committee. Mr. Walter, along with other members of the DuPage Convention and Visitor's Bureau (DCVB) is tentatively scheduled to meet with Rep. Ann Williams, chair of the Tourism and Hospitality Committee, on November 27 to discuss the status of the bill. If approved, the Village would be eligible to use approximately \$170,000 for capital or economic development purposes.

Mr. Walter has also been working with the DCVB on potential alternative Hotel/Motel amendment legislation in which the Village would be permitted to retain approximately half of the funds generated by the Hotel/Motel tax for use on any purpose, but the remaining half would be used only for a designated set of uses. Staff has worked closely to ensure that almost all of the Village's current spending priorities in the Hotel/Motel Fund have been included in the designated uses. If approved, the Village would be eligible to use approximately \$340,000 for any purpose.

A **MOTION** was made by Mr. Sharma and **SECONDED** by Mr. Schiappa to recommend that the Village Board of Trustees establish an annual business license with a \$100 fee to create a revenue source to support economic development and Code Compliance programs. The motion was approved by a vote of 3-0.

#### **OVERALL DEVELOPMENT UPDATE**

Mr. Walter said that the Village Center was in the process of being sold to Edwards Realty Corporation from Orland Park and that closing was expected by the end of the year. Staff said they

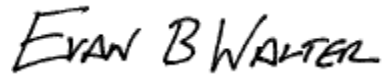
were looking forward to the possibility of working with a new owner and implementing new ideas to support the development.

Mr. Walter reviewed data provided by DCVB which showed that Burr Ridge was one of the highest-performing markets in DuPage County over Q3 2018.

**ADJOURNMENT**

There being no further business, a **MOTION** was made by Mr. Schiappa to adjourn the meeting, **SECONDED** by Mr. Sharma and **approved** by a vote of 3-0. The meeting was adjourned at 8:35 p.m.

Respectfully submitted,

A handwritten signature in black ink that reads "EVAN B WALTER". The letters are slightly slanted and connected in a cursive-like style.

Evan Walter  
Assistant to the Village Administrator

EBW:jt

**AN ORDINANCE LEVYING TAXES FOR ALL CORPORATE PURPOSES  
FOR THE VILLAGE OF BURR RIDGE, DUPAGE AND COOK COUNTIES,  
ILLINOIS, FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2019 AND  
ENDING APRIL 30, 2020**

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

**SECTION 1:** That the amounts hereinafter set forth, or so much thereof as may be authorized by law, and the same are hereby levied upon all property subject to taxation within the Village as the property is assessed and equalized for the 2018 year, and for such purposes as: Corporate, Police Protection, and Police Pension Fund for the fiscal year of said Village of Burr Ridge, DuPage and Cook Counties, Illinois, beginning on the first day of May, 2019, and ending on the 30<sup>th</sup> day of April, 2020.

**SECTION 2:** That the amount levied for each object and purpose is placed in a separate column under the heading “Amount to be Derived from Taxes, “which appears over same, and being as follow, to wit:

Account Description	Adopted Budget	Amount From Other Revenue Sources	Amount To Be Derived From Taxes
General Fund			
Boards & Commissions			
Personnel Services			
Salaries Part-Time	33,825	18,895	14,930
IMRF Contributions	1,115	1,115	0
FICA/Medicare Taxes	2,585	2,585	0
Due & Subscriptions	9,280	9,280	0
Training & Travel Expense	4,995	4,995	0
Total Personnel Services	51,800	36,870	14,930
Contractual Services			
Legal Services	90,000	60,139	29,861
Prosecution Services	12,000	12,000	0
Other Professional Services	2,500	2,500	0
Postage	3,150	3,150	0
Telephone	1,445	1,445	0
Printing	600	600	0
Total Contractual Services	109,695	79,834	29,861
Commodities			
Operating Supplies	1,000	1,000	0
Total Commodities	1,000	1,000	0
Capital Outlay			
Equipment	0	0	0
Total Capital Outlay	0	0	0
Other Expenditures			
Public/Employee Relations	21,500	21,500	0
Village Clerk	2,000	2,000	0
Fire & Police Comm	15,170	15,170	0
Cable TV	13,225	13,225	0
Economic Development Comm	3,500	3,500	0
Total Other Expenditures	55,395	55,395	0
Transfers			
Transfer to Info Tech Fund	9,940	9,940	0
Total Transfers	9,940	9,940	0
Total Boards & Commission	227,830	183,038	44,792

Administration			
Personnel Services			
Salaries Full-Time	393,030	393,030	0
Salaries Part-Time	34,950	34,950	0
Salaries Overtime	600	600	0
IMRF Contributions	47,895	47,895	0
FICA/Medicare Taxes	34,140	34,140	0
Health/Life Insurance	111,140	111,140	0
Dues & Subscriptions	1,950	1,950	0
Employee Recruitment Expense	0	0	0
Training & Travel Expense	13,750	13,750	0
Total Personnel Services	637,455	637,455	0
Contractual Services			
Other Professional Services	36,000	36,000	0
Postage	2,930	2,930	0
Telephone	14,540	14,540	0
Publishing	6,000	6,000	0
Printing	700	700	0
Maintenance-Vehicles	1,000	1,000	0
Building/Zoning Enforcement	141,340	141,340	0
Total Contractual Services	202,510	202,510	0
Commodities			
Office Supplies	300	300	0
Operating Supplies	2,100	2,100	0
Gasoline & Oil	250	250	0
Total Commodities	2,650	2,650	0
Capital Outlay			
Equipment	0	0	0
Total Capital Outlay	0	0	0
Transfers			
Transfer to Info Tech Fund	27,820	27,820	0
Total Transfers	27,820	27,820	0
Total Administration	870,435	870,435	0

Finance			
Personnel Services			
Salaries Full-Time	183,105	183,105	0
Salaries Part-Time	21,835	21,835	0
Salaries Overtime	1,140	1,140	0
IMRF Contributions	20,975	20,975	0
FICA/Medicare Taxes	15,535	15,535	0
Health/Life Insurance	25,055	25,055	0
Dues & Subscriptions	700	700	0
Employee Recruitment Expense	0	0	0
Training & Travel Expense	4,800	4,800	0
Total Personnel Services	273,145	273,145	0
Contractual Services			
Other Professional Services	200	200	0
Postage	1,810	1,810	0
Telephone	4,315	4,315	0
Publishing	1,550	1,550	0
Printing	1,150	1,150	0
Maintenance-Equipment	0	0	0
Auditing Services	37,925	37,925	0
Total Contractual Services	46,950	46,950	0
Commodities			
Office Supplies	300	300	0
Operating Supplies	300	300	0
Total Commodities	600	600	0
Capital Outlay			
Equipment	0	0	0
Total Capital Outlay	0	0	0
Transfers			
Transfer To Info Tech Fund	19,870	19,870	0
Total Transfers	19,870	19,870	0
Total Finance	340,565	340,565	0



Central Services			
Other Personnel Services	25,000	25,000	0
Total Personnel Services	25,000	25,000	0
Contractual Services			
Printing	3,300	3,300	0
Maintenance-Equipment	3,000	3,000	0
Insurance	214,720	50,482	164,238
Rentals	1,880	1,880	0
Other Contractual Services	0	0	0
Total Contractual Services	222,900	58,662	164,238
Commodities			
Office Supplies	2,200	2,200	0
Operating Supplies	4,700	4,700	0
Gasoline & Oil	0	0	0
Total Commodities	6,900	6,900	0
Capital Outlay			
Equipment	0	0	0
Total Capital Outlay	0	0	0
Other Expenditures			
Bank/Investment Fees	14,000	14,000	0
Total Other Expenditures	14,000	14,000	0
Transfers			
Transfer to Cap.Imprvmt. Fund	215,000	215,000	0
Transfer to Sidewalk/Pathway Fund	0	0	0
Transfer to Storm Water Management	0	0	0
Transfer to Debt Service Fund	0	0	0
Transfer to Info Tech Fund	0	0	0
Total Transfers	215,000	215,000	0
Total Central Services	483,800	319,562	164,238

Police			
Personnel Services			
Salaries Full-time	2,661,465	2,462,389	199,076
Salaries Part-Time	34,115	34,115	0
Salaries Overtime	222,800	222,800	0
IMRF Contributions	17,320	17,320	0
FICA/Medicare Taxes	222,440	222,440	0
Health/Life Insurance	452,990	452,990	0
Pension Contribution	748,665	748,665	0
Uniform Allowance	30,175	30,175	0
Dues & Subscriptions	3,880	3,880	0
Employment Recruitment	800	800	0
Training & Travel Expense	30,535	30,535	0
Tuition Reimbursement	9,000	9,000	0
Total Personnel Services	4,434,185	4,235,109	199,076
Contractual Services			
Other Professional Services	44,545	44,545	0
Postage	1,760	1,760	0
Telephone	31,370	31,370	0
Printing	1,200	1,200	0
Dispatching	315,345	315,345	0
Maintenance-Equipment	30,675	30,675	0
Maintenance-Vehicles	30,850	30,850	0
Other Contractual Services	6,175	6,175	0
Total Contractual Services	461,920	461,920	0
Commodities			
Office Supplies	1,000	1,000	0
Operating Supplies	30,160	30,160	0
Gasoline & Oil	56,375	56,375	0
Total Commodities	87,535	87,535	0
Capital Outlay			
Equipment	19,330	19,330	0
Vehicles	92,740	92,740	0
Total Capital Outlay	112,070	112,070	0
Transfers			
Transfer To Equipment Replace.	0	0	0
Transfer To Info Tech Fund	55,650	55,650	0
Total Transfers	55,650	55,650	0
Total Police	5,151,360	4,952,284	199,076

Public Works			
Personnel Services			
Salaries Full-Time	508,875	419,291	89,584
Salaries Part-Time	56,260	56,260	0
Salaries Overtime	46,500	46,500	0
IMRF Contributions	63,090	63,090	0
FICA/Medicare Taxes	46,380	46,380	0
Health/Life Insurance	131,615	131,615	0
Uniform Allowance	9,500	9,500	0
Dues & Subscriptions	2,405	2,405	0
Employee Recruitment Expense	1,000	1,000	0
Training & Travel Expense	10,870	10,870	0
Total Personnel Services	876,495	786,911	89,584
Contractual Services			
Postage	700	700	0
Telephone	13,270	13,270	0
Printing	300	300	0
Maintenance-Equipment	10,700	10,700	0
Maintenance-Vehicles	41,700	41,700	0
Maintenance-Streets	53,600	53,600	0
Maintenance-Lighting	32,000	32,000	0
Maintenance-Signals	12,860	12,860	0
Maintenance-Trees	80,850	80,850	0
Street Lighting-Electric	33,900	33,900	0
Garbage Hauling	22,000	22,000	0
Rentals	1,000	1,000	0
Other Contractual Services	85,215	85,215	0
Reimbursable Contractor Srvc	8,000	8,000	0
Maintenance-EAB	78,520	78,520	0
Total Contractual Services	474,615	474,615	0
Commodities			
Office Supplies	700	700	0
Operating Supplies	5,500	5,500	0
Gasoline & Oil	37,990	37,990	0
Supplies-Equipment	12,000	12,000	0
Supplies-Vehicles	15,000	15,000	0
Supplies-Streets	18,000	18,000	0
Supplies-Trees	19,000	19,000	0
Small Tools	1,500	1,500	0
Salts & Chemicals	112,000	112,000	0
Total Commodities	221,690	221,690	0
Capital Outlay			
Equipment	4,600	4,600	0
Vehicles	0	0	0
Total Capital Outlay	4,600	4,600	0
Transfers			
Transfer To Equipment Replace.	0	0	0
Transfer To Info Tech Fund	25,840	25,840	0
Total Transfers	25,840	25,840	0
Total Public Works	1,603,240	1,513,656	89,584

Buildings & Grounds			
Contractual Services			
Maintenance-Buildings	47,000	47,000	0
Maintenance-Grounds	17,470	17,470	0
Janitorial Services	39,790	39,790	0
Utilities	20,100	20,100	0
Other Contractual Services	17,000	17,000	0
Total Contractual Services	141,360	141,360	0
Commodities			
Operating Supplies	20,000	20,000	0
Total Commodities	20,000	20,000	0
Capital Outlay			
Improvements	8,050	8,050	0
Total Capital Outlay	8,050	8,050	0
Buildings & Grounds	169,410	169,410	0
Total General Fund	8,846,640	8,348,951	497,689

Motor Fuel Tax Fund			
Other Expenditures			
Bank/Investment Fees	440	440	0
Total Other Expenditures	440	440	0
Special Revenue MFT			
Transfers			
Transfer To Cap. Imprvmt. Fund	285,000	285,000	0
Total Transfers	285,000	285,000	0
Total Motor Fuel Tax Fund	285,440	285,440	0
Hotel/Motel Tax Fund			
Special Revenue Hotel/Motel			
Contractual Services			
Maintenance-Gateway Landscape	96,580	96,580	0
Gateway Projects	32,000	32,000	0
Total Contractual Services	128,580	128,580	0
Improvements			
Improvements	0	0	0
Total Contractual Services	0	0	0
Other Expenditures			
Special Events	78,300	78,300	0
Bank/Investment Fees	550	550	0
Programs/Tourism Promotions	75,600	75,600	0
Hotel/Motel Marketing	325,000	325,000	0
Total Other Expenditures	479,450	479,450	0
Transfers			
Transfer to Capital Improvement Fund	10,000	10,000	0
Transfer To Debt Service	45,910	45,910	0
Total Transfers	55,910	55,910	0
Total Hotel/Motel Tax Fund	663,940	663,940	0
Capital Improvements Fund			
Capital Improvement			
Capital Outlay			
Improvements	302,370	302,370	0
Village Facility Improvements	175,600	175,600	0
Road Program	607,490	607,490	0
Total Capital Outlay	1,085,460	1,085,460	0
Other Expenditures			
Bank/Investment Fees	885	885	0
Total Other Expenditures	885	885	0
Transfers			
Transfers to Debt Service Fund	0	0	0
Total Transfers	0	0	0
Total Capital Improvements Fund	1,086,345	1,086,345	0

Sidewalks/Pathway Fund			
Sidewalks/Pathway			
Contractual Services			
Publishing	0	0	0
Total Contractual Services	0	0	0
Capital Outlay			
Sidewalk/Pathway Projects	64,425	64,425	0
Sidewalk/Pathway Maint Project	11,500	11,500	0
Total Capital Outlay	75,925	75,925	0
Other Expenditures			
Bank/Investment Fees	900	900	0
Total Other Expenditures	900	900	0
Transfers			
Transfer to General Fund	0	0	0
Total Transfers	0	0	0
Total Sidewalks/Pathway Fund	76,825	76,825	0
Equipment Replacement Fund			
Equipment Replacement			
Capital Outlay			
Equipment	0	0	0
Vehicles	464,000	464,000	0
Total Capital Outlay	464,000	464,000	0
Other Expenditures			
Bank/Investment Fees	900	900	0
Total Other Expenditures	900	900	0
Transfers			
Transfer to Info Tech Fund	0	0	0
Total Transfers	0	0	0
Total Equipment Replacement Fund	464,900	464,900	0

Storm Water Management Fund  
Storm Water Management

Capital Outlay			
Storm Water Management	133,800	133,800	0
Total Capital Outlay	133,800	133,800	0
Other Expenditures			
Bank/Investment Fees	450	450	0
Total Other Expenditures	450	450	0
Total Storm Water Management Fund	134,250	134,250	0

Debt Service Fund

Debt Service

Other Expenditures			
Bank/Investment Fees	10,550	10,550	0
Principal-G.O. Series 2003	0	0	0
Interest-G.O. Series 2003	0	0	0
Principal-Hotel/Motel Install	44,580	44,580	0
Interest-Hotel/Motel Instal	1,335	1,335	0
Principal-Debt Crt Series 2012	0	0	0
Interest-Debt Crt Series 2012	0	0	0
Principal-Debt Crt Series 2017	0	0	0
Interest-Debt Crt Series 2017	119,400	119,400	0
Total Other Expenditures	175,865	175,865	0
Total Debt Service Fund	175,865	175,865	0

Water Fund

Water Operations

Personnel Services

Salaries Full-time	627,640	627,640	0
Salaries Part-time	14,620	14,620	0
Salaries Overtime	62,200	62,200	0
IMRF Contributions	78,320	78,320	0
FICA/Medicare Taxes	53,050	53,050	0
Health/Life Insurance	102,185	102,185	0
Uniform Allowance	10,325	10,325	0
Due & Subscriptions	2,595	2,595	0
Employee Recruitment Expense	500	500	0
Training & Travel Expense	3,790	3,790	0
<b>Total Personnel Services</b>	<b>955,225</b>	<b>955,225</b>	<b>0</b>

Contractual Services

Professional Services	23,000	23,000	0
Postage	16,350	16,350	0
Telephone	21,530	21,530	0
Printing	1,000	1,000	0
Maintenance-Equipment	24,600	24,600	0
Maintenance-Vehicles	4,500	4,500	0
Maintenance-Buildings	6,740	6,740	0
Maintenance-Distribution System	143,300	143,300	0
Engineering Services	59,500	59,500	0
Utilities	80,400	80,400	0
Insurance	48,680	48,680	0
Rentals	500	500	0
Other Contractual Services	18,670	18,670	0
<b>Total Contractual Services</b>	<b>448,770</b>	<b>448,770</b>	<b>0</b>

Commodities

Office Supplies	600	600	0
Operating Supplies	27,800	27,800	0
Gasoline And Oil	9,850	9,850	0
Supplies-Equipment	41,500	41,500	0
Supplies-Vehicles	1,000	1,000	0
Water Purchases	3,537,890	3,537,890	0
<b>Total Commodities</b>	<b>3,618,640</b>	<b>3,618,640</b>	<b>0</b>

Capital Outlay

Equipment	57,800	57,800	0
Improvements	518,000	518,000	0
Vehicles	49,000	49,000	0
<b>Total Capital Outlay</b>	<b>624,800</b>	<b>624,800</b>	<b>0</b>

Other Expenditures

Bank/Investment Fees	13,225	13,225	0
<b>Total Other Expenditures</b>	<b>13,225</b>	<b>13,225</b>	<b>0</b>

Transfers

Transfer To Capital Improvement	0	0	0
Transfer to Debt Service	0		
Transfer To Info Tech Fund	111,300	111,300	0
<b>Total Transfers</b>	<b>111,300</b>	<b>111,300</b>	<b>0</b>

<b>Total Water Fund</b>	<b>5,771,960</b>	<b>5,771,960</b>	<b>0</b>
-------------------------	------------------	------------------	----------



Sewer Fund			
Sewer Operations			
Personnel Services			
Salaries Full-time	185,200	185,200	0
Salaries Part-time	3,655	3,655	0
Salaries Overtime	3,180	3,180	0
IMRF Contributions	21,400	21,400	0
FICA/Medicare Taxes	14,530	14,530	0
Health/Life Insurance	29,785	29,785	0
Uniform Allowance	2,910	2,910	0
Total Personnel Services	260,660	260,660	0
Contractual Services			
Telephone	1,355	1,355	0
Maintenance-Utility System	16,360	16,360	0
Utilities	5,500	5,500	0
Total Contractual Services	23,215	23,215	0
Commodities			
Operating Supplies	1,500	1,500	0
Supplies-Equipment	500	500	0
Total Commodities	2,000	2,000	0
Capital Outlay			
Equipment	2,500	2,500	0
Improvements	0	0	0
Total Capital Outlay	2,500	2,500	0
Other Expenditures			
Bank/Investment Fees	4,700	4,700	0
Total Other Expenditures	4,700	4,700	0
Transfers			
Transfer To General Fund	0	0	0
Transfer to Cap. Imprvmt Fund	0	0	0
Transfer To Info Tech Fund	27,820	27,820	0
Total Transfers	27,820	27,820	0
Total Sewer Fund	320,895	320,895	0

Information Technology Fund			
Information Technology			
Personnel Services			
Salaries Part-time	6,000	6,000	0
Dues & Subscriptions	1,340	1,340	0
Training & Travel Expense	4,500	4,500	0
Total Personnel Services	11,840	11,840	0
Contractual Services			
Other Professional Services	60,000	60,000	0
Telephone	530	530	0
Maintenance-Equipment	15,000	15,000	0
Data Processing Service	133,220	133,220	0
Total Contractual Services	208,750	208,750	0
Commodities			
Operating Supplies	18,000	18,000	0
Total Commodities	18,000	18,000	0
Capital Outlay			
Equipment	75,000	75,000	0
Total Capital Outlay	75,000	75,000	0
Other Expenditures			
Bank/Investment Fees	900	900	0
Total Other Expenditures	900	900	0
Total Information Technology Fund	314,490	314,490	0
Police Pension Fund			
Police Pension			
Employer Contribution		(758,505)	758,505
Personnel Services			
Dues & Subscriptions	890	890	0
Training & Travel Expense	2,000	2,000	0
Total Personnel Services	2,890	-755,615	758,505
Contractual Services			
Legal Services	0	0	0
Postage	200	200	0
Actuarial Services	5,000	5,000	0
Annual Filing Fee	3,100	3,100	0
Total Contractual Services	8,300	8,300	0
Other Expenditures			
Bank/Investment Fees	40,370	40,370	0
Pension/Disability Payments	1,208,380	1,208,380	0
Pension Refunds	15,000	15,000	0
Other Expenses	0	0	0
Total Other Expenditures	1,263,750	1,263,750	0
Total Police Pension Fund	1,274,940	516,435	758,505
Total Village	19,416,490	18,160,296	1,256,194

Making the amount to be raised by taxation and levied on all taxable property in said Village of Burr Ridge for general corporate purposes and the uses and purposes aforesaid, the sum of .....\$298,614.

Making the amount to be raised by taxation and levied on all taxable property in said Village of Burr Ridge for police protection purposes and the uses and purposes aforesaid, the sum of .....\$199,076

Making the amount to be raised by taxation and levied on all taxable property in said Village of Burr Ridge for police pension purposes and the uses and purposes aforesaid, the sum of .....\$758,505

Making the amount to be raised by taxation and levied on all taxable property in said Village of Burr Ridge for all corporate uses and purposes aforesaid, the sum of .....\$1,256,195

Section 4: That the Village Clerk shall make and file with the County Clerks of said Counties of DuPage and Cook, on or before the time required by law, a duly certified copy of this ordinance.

Section 5: That if any sections, subsection or sentence of this ordinance shall for any reason be held invalid or to be unconstitutional, such finding shall not affect the validity of the remaining portion of this ordinance.

Section 6: That his ordinance shall be in full force and effect after its adoption and approval, as provided by law.

Adopted this 10<sup>th</sup> day of December, 2018 pursuant to a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

APPROVED by the Village President of the Village of Burr Ridge the 10<sup>th</sup> day of December, 2018.

---

Village President

ATTEST:

---

Karen Thomas

Village Clerk

**VILLAGE OF BURR RIDGE  
2018 PROPOSED TAX LEVY AND RATES**

	\$1,189,879,825	2017 Actual EAV		
	\$1,261,272,615	2018 Estimated EAV		
	2.00%	Increase In Value		
	4.00%	New Construction		
	6.00%	Total		
<u>Fund</u>		<u>Levy Amount</u>	<u>(1) Extended Amount</u>	<u>Extended Rate</u>
Corporate	60%	\$289,916	\$298,614	0.0237
Police Protection	40%	\$193,278	\$199,076	0.0158
Police Pension		\$736,413	(2) \$758,505	0.0601
<b>Subtotal</b>		<b>\$1,219,607</b>	<b>\$1,256,195</b>	<b>0.0996</b>
Bond & Interest		\$0	(3) \$0	0.0000
<b>Total</b>		<b>\$1,219,607</b>	<b>\$1,256,195</b>	<b>0.0996</b>

<b>Estimated Limiting Rate, exclusive of Debt Service</b>	<b>0.0996</b>
<b>Total Dollar Amount Increase Over Last Year</b>	<b>\$72,266</b>
<b>Total Percentage Increase Over Last Year</b>	<b>6.10%</b>

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

*(1) 3% extension for loss and cost*

*(2) Based on an independent actuarial valuation dated April 30, 2018*

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

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

<b>EAV</b>	<b>2017 Estimated</b>		<b>2017 Actual</b>		<b>Variance</b>	
Cook	379,973,950		451,157,541		71,183,591	
Du Page	738,706,128		738,722,284		16,156	
<b>Total</b>	<b>1,118,680,078</b>		<b>1,189,879,825</b>		<b>71,199,747</b>	
<b>Multiplier</b>			<b>2.9627</b>			
<b>Levy (Extended)</b>	<b>Request</b>	<b>Rate</b>	<b>Final</b>	<b>Rate</b>	<b>Request</b>	<b>Rate</b>
Corporate	\$282,416	0.0252	\$273,672	0.0230	(\$8,744)	(0.0022)
Police Protection	\$188,278	0.0168	\$183,241	0.0154	(\$5,037)	(0.0014)
Police Pension	\$748,665	0.0669	\$727,016	0.0611	(\$21,649)	(0.0058)
<b>Subtotal</b>	<b>\$1,219,359</b>	<b>0.1090</b>	<b>\$1,183,929</b>	<b>0.0995</b>	<b>(\$35,430)</b>	<b>(0.0095)</b>
Debt Service	\$0	0.0000	\$0	0.0000	\$0	0.0000
<b>Total</b>	<b>\$1,219,359</b>	<b>0.1090</b>	<b>\$1,183,929</b>	<b>0.0995</b>	<b>(\$35,430)</b>	<b>(0.0095)</b>

<b>Village</b>	<b>County</b>	<b>Increase over Last Year</b>			
<b>Village Levy Estimate</b>	<b>County Levy Final</b>	<b>Estimate</b>	<b>Final</b>	<b>Difference</b>	
\$1,219,359	\$1,183,929	7.54%	4.41%	3.12%	2017
\$1,187,218	\$1,149,284	4.70%	1.36%	3.35%	2016
\$1,159,435	\$1,133,870	4.80%	2.49%	2.31%	2015
\$1,151,054	\$1,106,354	5.50%	1.41%	4.10%	2014
\$1,115,634	\$1,090,997	5.70%	3.37%	2.33%	2013
\$1,095,236	\$1,055,423	7.00%	3.12%	3.89%	2012
\$1,038,316	\$1,023,538	5.53%	4.03%	1.50%	2011
\$1,040,110	\$983,928	9.77%	3.84%	5.93%	2010
\$1,006,656	\$947,523	7.00%	0.72%	6.29%	2009
\$1,001,846	\$940,762	16.30%	9.21%	7.09%	2008
\$957,048	\$861,433	14.48%	3.04%	11.44%	2007
\$873,471	\$836,024	10.50%	5.76%	4.74%	2006
\$827,040	\$790,462	10.33%	5.45%	4.88%	2005
\$780,359	\$749,592	8.92%	4.63%	4.29%	2004
\$703,967	\$716,439	7.45%	9.35%	-1.90%	2003
\$678,606	\$655,161	6.62%	2.94%	3.68%	2002
\$643,021	\$636,473	8.43%	7.33%	1.10%	2001
\$599,064	\$593,004	7.58%	6.49%	1.09%	2000
\$562,239	\$556,856	6.56%	5.54%	1.02%	1999
\$532,449	\$527,615	6.69%	5.72%	0.97%	1998
\$508,475	\$499,083	8.37%	6.37%	2.00%	1997
\$473,282	\$469,197				1996

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

Tax Levy Year	Cook	Du Page	Total	% Inc Over Prior Year	Extended Levy	Rate	Multiplier
1988	60,599,201	130,138,962	190,738,163	17.55%	445,564	0.2336	1.9266
1989	69,333,164	160,457,565	229,790,729	20.47%	572,321	0.2491	1.9133
1990	105,319,193	194,321,477	299,640,670	30.40%	506,847	0.1692	1.9946
1991	110,095,340	212,143,002	322,238,342	7.54%	714,579	0.2218	2.0523
1992	114,712,016	240,200,028	354,912,044	10.14%	719,190	0.2026	2.0897
1993	128,883,216	250,370,410	379,253,626	6.86%	735,867	0.1940	2.1407
1994	137,291,988	266,524,335	403,816,323	6.48%	772,441	0.1913	2.1135
1995	143,852,444	286,211,929	430,064,373	6.50%	817,822	0.1902	2.1243
1996	151,373,130	310,436,101	461,809,231	7.38%	967,098	0.2094	2.1517
1997	149,949,137	336,013,763	485,962,900	5.23%	1,026,402	0.2112	2.1489
1998	155,108,407	365,223,881	520,332,288	7.07%	527,615	0.1014	2.1799
1999	171,691,518	390,588,498	562,280,016	8.06%	556,656	0.0990	2.2505
2000	172,793,015	423,192,619	595,985,634	5.99%	593,004	0.0995	2.2235
2001	187,425,550	463,366,515	650,792,065	9.20%	636,473	0.0978	2.3098
2002	238,702,224	504,113,967	742,816,191	14.14%	655,161	0.0882	2.4689
2003	255,230,890	571,114,365	826,345,255	11.24%	716,439	0.0867	2.4689
2004	278,030,064	626,184,630	904,214,694	9.42%	749,592	0.0829	2.5757
2005	352,733,644	676,515,964	1,029,249,608	13.83%	1,042,022	0.1012	2.7320
2006	353,990,871	734,584,276	1,088,575,147	5.76%	1,338,339	0.1229	2.7076
2007	377,379,120	768,144,995	1,145,524,115	5.23%	1,362,648	0.1190	2.8439
2008	495,049,432	818,865,740	1,313,915,172	14.70%	1,440,577	0.1096	2.9786
2009	489,497,571	822,862,623	1,312,360,194	-0.12%	1,445,638	0.1102	3.3701
2010	475,844,220	777,570,285	1,253,414,505	-4.49%	1,484,643	0.1184	3.3000
2011	384,726,815	729,027,165	1,113,753,980	-11.14%	1,531,388	0.1375	2.9706
2012	358,104,485	684,805,079	1,042,909,564	-6.36%	1,564,773	0.1500	2.6621
2013	339,611,625	645,044,287	984,655,912	-5.59%	1,606,396	0.1631	2.8056
2014	355,860,495	648,092,772	1,003,953,267	1.96%	1,627,199	0.1621	2.7253
2015	346,073,266	662,708,961	1,008,782,227	0.48%	1,654,525	0.1640	2.6685
2016	358,465,991	696,892,574	1,055,358,565	4.62%	1,149,284	0.1089	2.8032
2017	451,157,541	738,722,284	1,189,879,825	12.75%	1,183,929	0.0995	2.9627
2018 Est.	478,226,993	783,045,621	1,261,272,615	6.00%	1,256,195	0.0996	2.9627

EAV Trends	% Increase	Rate
<b>2007 Actual EAV</b>	<b>1,145,524,115</b>	<b>13.83%</b>
2008 Increase-Value	115,122,740	10.05%
2008 Increase-New Construction	52,715,621	4.60%
2008 Increase-Annexation	552,696	0.05%
<b>2008 Actual EAV</b>	<b>1,313,915,172</b>	<b>5.76%</b>
2009 Increase-Value	(58,724,879)	-5.13%
2009 Increase-New Construction	57,169,901	4.99%
2009 Increase-Annexation	0	0.00%
<b>2009 Actual EAV</b>	<b>1,312,360,194</b>	<b>-0.14%</b>
2010 Increase-Value	(67,015,492)	-5.11%
2010 Increase-New Construction	8,069,803	0.61%
2010 Increase-Annexation	0	0.00%
<b>2010 Actual EAV</b>	<b>1,253,414,505</b>	<b>-4.49%</b>
2011 Increase-Value	(157,903,890)	-12.60%
2011 Increase-New Construction	15,720,595	1.25%
2011 Increase-Annexation	2,522,770	0.20%
<b>2011 Actual EAV</b>	<b>1,113,753,980</b>	<b>-11.14%</b>
2012 Increase-Value	(77,524,098)	-6.96%
2012 Increase-New Construction	6,679,682	0.60%
2012 Increase-Annexation	0	0.00%
<b>2012 Actual EAV</b>	<b>1,042,909,564</b>	<b>-6.36%</b>
2013 Increase-Value	(63,265,422)	-6.07%
2013 Increase-New Construction	4,063,710	0.39%
2013 Increase-Annexation	948,060	0.09%
<b>2013 Actual EAV</b>	<b>984,655,912</b>	<b>-5.59%</b>
2014 Increase-Value	9,103,172	0.92%
2014 Increase-New Construction	7,570,747	0.77%
2014 Increase-Annexation	2,623,436	0.27%
<b>2014 Actual EAV</b>	<b>1,003,953,267</b>	<b>1.96%</b>
2015 Increase-Value	(4,730,710)	-0.47%
2015 Increase-New Construction	7,589,874	0.76%
2015 Increase-Annexation	1,969,796	0.20%
<b>2015 Actual EAV</b>	<b>1,008,782,227</b>	<b>0.48%</b>
2016 Increase-Value	40,524,706	4.02%
2016 Increase-New Construction	6,051,632	0.60%
2016 Increase-Annexation	0	0.00%
<b>2016 Actual EAV</b>	<b>1,055,358,565</b>	<b>4.62%</b>
2017 Increase-Value	123,514,736	11.70%
2017 Increase-New Construction	9,036,624	0.86%
2017 Increase-Annexation	1,969,900	0.19%
<b>2017 Actual EAV</b>	<b>1,189,879,825</b>	<b>12.75%</b>
2018 Increase-Value	23,797,597	2.00%
2018 Increase-New Construction	47,595,193	4.00%
2018 Increase-Annexation	0	0.00%
<b>2018 Estimated EAV</b>	<b>1,261,272,615</b>	<b>6.00%</b>

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

2017 Final Base Aggregate Extension (Extension - Debt)					<u>\$1,183,929</u>
<b>Increased by the:</b>					
2017 Consumer Price Index Cost of Living	2.1%	x	1.021		<u>\$1,208,792</u>
<b>Divided by the:</b>					
2017 EAV Increased by the:	\$1,189,879,825				
2018 Estimated EAV Increase in Value Only)		x	2.00%		<u>\$1,213,677,422</u>
<b>2018 Limiting Rate (per \$100 of assessed valuation)</b>					<u><u>0.0996</u></u>



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

2017 Total Tax Extension: <i>(Including Debt)</i>	\$1,183,929
2017 Debt Service:	<u>\$0</u>
Subtotal: <i>(Removal of Debt Service)</i>	\$1,183,929
2017 Additional Abatements: <i>(Non-Debt)</i>	<u>N/A</u>
2017 Total Aggregate Extension: <i>(Include General &amp; Special Purposes, Abatements and No Debt)</i>	<u>\$1,183,929</u>
Addition of 105% to Total Aggregate Extension: <i>(Include General &amp; Special Purposes, Abatements and No Debt)</i>	<u><u>\$1,243,125</u></u> *

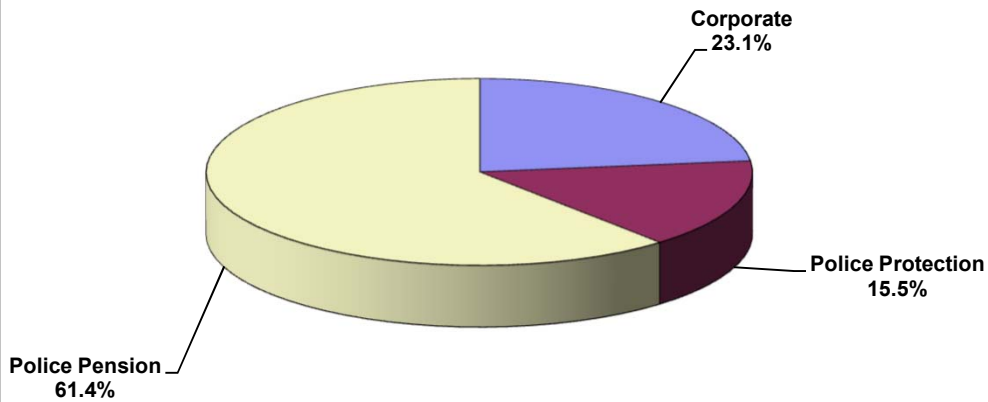
\* 2018 Tax Levy Request,  
minus Debt cannot exceed  
this figure without requesting  
a public hearing as required  
by the Truth in Taxation Act.

<b>2018 Proposed Aggregate Tax Levy, Minus Debt:</b>	<b>\$1,256,195</b>
<b>Dollar Increase Over Last Years Aggregate Extension:</b>	<b>\$72,266</b>
<b>Percentage Increase Over Last Years Aggregate Extension:</b>	<b>6.10%</b>

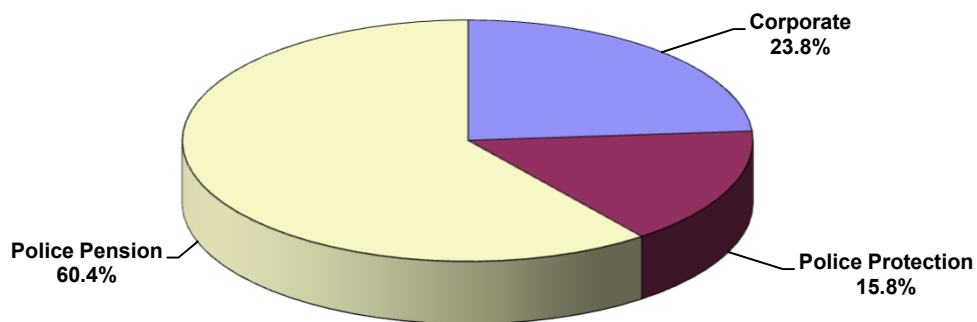
**VILLAGE OF BURR RIDGE  
LAST YEAR'S LEVY VS. PROPOSED EXTENDED TAX LEVY**

		<b>Actual Extended 2017</b>	<b>Proposed Extended 2018</b>	<b>Dollar Change</b>	<b>% Change</b>
Corporate	60%	\$273,672	\$298,614	\$24,942	9.11%
Police Protection	40%	\$183,241	\$199,076	\$15,835	8.64%
Police Pension		\$727,016	\$758,505	\$31,489	4.33%
<b>Subtotal</b>		<b>\$1,183,929</b>	<b>\$1,256,195</b>	<b>\$72,266</b>	<b>6.10%</b>
Debt		\$0	\$0	\$0	0.00%
<b>Total</b>		<b>\$1,183,929</b>	<b>\$1,256,195</b>	<b>\$72,266</b>	<b>6.10%</b>

**2016 ACTUAL TAX LEVY BREAKDOWN**



**2017 PROPOSED EXTENDED LEVY**



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



	DUPAGE COUNTY		COOK COUNTY	
	2017	2018	2017	2018
Market Value	\$600,000.00	\$612,000.00	\$600,000.00	\$612,000.00
Class ( <i>Cook County</i> )		(2% increase)	10.00%	10.00%
Assessed Valuation ( <i>Cook County</i> )			\$60,000.00	\$61,200.00
State Equalizer ( <i>Cook County</i> )			2.9627	2.9627
Equalization Factor	33.33%	33.33%		
EAV	\$199,980.00	\$203,979.60	\$177,762.00	\$181,317.24
Tax Rate, excluding debt	0.0995	0.0996	0.0995	0.0996
<b>Subtotal Village Taxes, no debt</b>	<b>\$198.98</b>	<b>\$203.16</b>	<b>\$176.87</b>	<b>\$180.59</b>
Tax Rate, debt only	0.0000	0.0000	0.0000	0.0000
<b>Subtotal Village Taxes for debt</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total Village Tax Rate</b>	<b>0.0995</b>	<b>0.0996</b>	<b>0.0995</b>	<b>0.0996</b>
<b>Total Village Taxes</b>	<b>\$198.98</b>	<b>\$203.16</b>	<b>\$176.87</b>	<b>\$180.59</b>
	<b>Increase (Decrease) Percent</b>	<b>Increase (Decrease) Dollars</b>	<b>Increase (Decrease) Percent</b>	<b>Increase (Decrease) Dollars</b>
<b>Total Village Taxes, no debt</b>	<b>0.10%</b>	<b>\$4.18</b>	<b>2.10%</b>	<b>\$3.71</b>
<b>Total Village Taxes, for debt</b>	<b>0.10%</b>	<b>\$0.00</b>	<b>0.10%</b>	<b>\$0.00</b>
<b>Total</b>	<b>0.20%</b>	<b>\$4.18</b>	<b>2.20%</b>	<b>\$3.71</b>

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

<b>Braemoor Estates: 2017 Du Page County Real Estate Tax Bill</b>		
<b>Governmental Unit</b>	<b>Tax Rate</b>	<b>Percent</b>
Du Page County	0.1749	3.5%
Forest Preserve	0.1306	2.6%
Du Page Airport Authority	0.0166	0.3%
Downers Grove Twshp	0.0331	0.7%
Downers Grove Twshp Roads	0.0512	1.0%
<b>Village of Burr Ridge</b>	<b>0.1001</b>	<b>2.0%</b>
Burr Ridge Park District	0.2071	4.2%
Tri-State Fire District	0.7365	14.9%
Grade School 62	1.8031	36.5%
High School 86	1.4380	29.1%
College of Du Page 502	0.2431	4.9%
<b>Total</b>	<b>4.9343</b>	<b>100.0%</b>

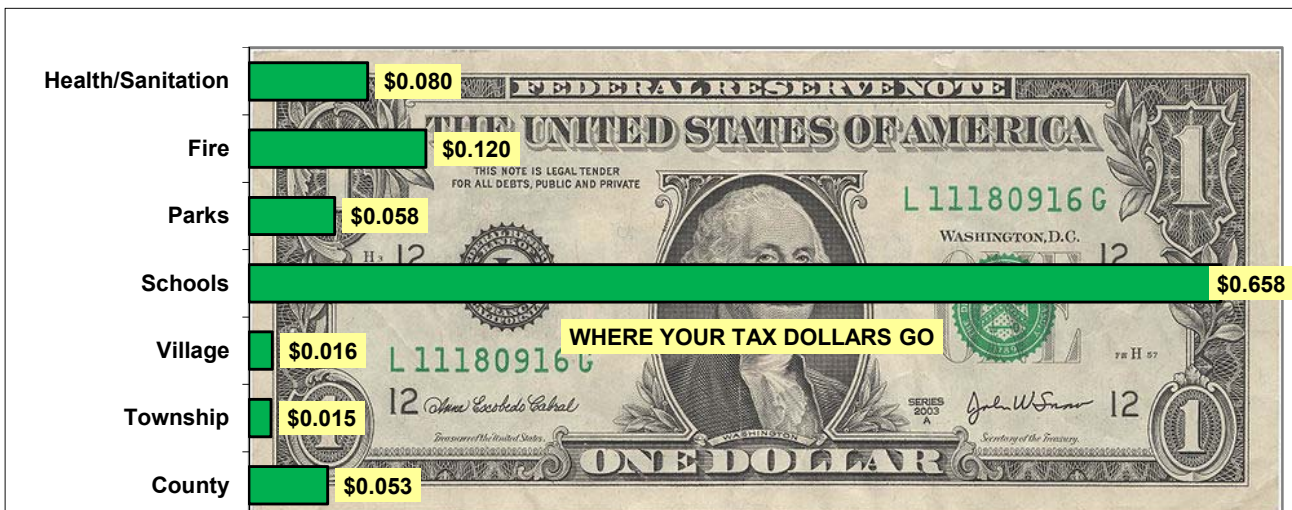
<b>Devon Ridge: 2017 Du Page County Real Estate Tax Bill</b>		
<b>Governmental Unit</b>	<b>Tax Rate</b>	<b>Percent</b>
Du Page County	0.1749	2.9%
Forest Preserve	0.1306	2.2%
Du Page Airport Authority	0.0166	0.3%
Downers Grove Twshp	0.0331	0.6%
Downers Grove Twshp Roads	0.0512	0.9%
<b>Village of Burr Ridge</b>	<b>0.1001</b>	<b>1.7%</b>
Burr Ridge Park District	0.2071	3.5%
Tri-State Fire District	0.7365	12.3%
Indian Prairie Library District	0.1777	3.0%
Grade School 180	2.6661	44.6%
High School 86	1.4380	24.1%
College of Du Page 502	0.2431	4.1%
<b>Total</b>	<b>5.9750</b>	<b>100.0%</b>

<b>Woodcreek: 2017 Du Page County Real Estate Tax Bill</b>		
<b>Governmental Unit</b>	<b>Tax Rate</b>	<b>Percent</b>
Du Page County	0.1749	3.1%
Forest Preserve	0.1306	2.3%
Du Page Airport Authority	0.0166	0.3%
Downers Grove Twshp	0.0331	0.6%
Downers Grove Twshp Roads	0.0512	0.9%
<b>Village of Burr Ridge</b>	<b>0.1001</b>	<b>1.8%</b>
Burr Ridge Park District	0.2071	3.6%
Pleasantview Fire District	0.7787	13.6%
Grade School 181	2.5456	44.5%
High School 86	1.4380	25.1%
College of Du Page 502	0.2431	4.3%
<b>Total</b>	<b>5.7190</b>	<b>100.0%</b>

<b>Pleasantdale: 2017 Cook County Real Estate Tax Bill</b>		
<b>Governmental Unit</b>	<b>Tax Rate</b>	<b>Percent</b>
Cook County	0.4960	7.4%
Cook County Public Safety	0.0000	0.0%
Cook County Health Facility	0.0000	0.0%
Forest Preserve	0.0620	0.9%
Suburban T B Sanitarium	0.0000	0.0%
Lyons Twp	0.0630	0.9%
Lyons Twp R & B	0.0400	0.6%
General Assistance-Lyons Twp	0.0000	0.0%
Consolidated Elections	0.0310	0.5%
Metro Water Reclamation Dist	0.4020	6.0%
Des Plaines Mosquito Abate Dist	0.0150	0.2%
<b>Village of Burr Ridge</b>	<b>0.0990</b>	<b>1.5%</b>
Pleasantview Fire District	0.7340	10.9%
Pleasantdale Park District	0.3310	4.9%
Lyons Mental Health	0.0900	1.3%
Lyons Twp H.S. 204	2.0010	29.7%
School District 107	2.1250	31.5%
College of Du Page 502	0.2580	3.8%
<b>Total</b>	<b>6.7470</b>	<b>100.0%</b>

**Source:**

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



## ORDINANCE NO. \_\_\_\_

AN ORDINANCE PROVIDING FOR THE ISSUANCE BY THE VILLAGE OF BURR RIDGE, DUPAGE AND COOK COUNTIES, ILLINOIS OF NOT TO EXCEED \$3,500,000 REVENUE BONDS (KING-BRUWAERT HOUSE PROJECT), SERIES 2018, AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FINANCING AGREEMENT AND RELATED MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Village of Burr Ridge, DuPage and Cook Counties, Illinois (the “Village”), is a municipality duly organized and validly existing under the Constitution and laws of the State of Illinois, and by virtue of the Constitution and laws of the State of Illinois, including The Industrial Project Revenue Bond Act, 65 ILCS 5/11-74-1 et seq., as supplemented and amended, the Illinois Bond Replacement Act, the Registered Bond Act, the Bond Authorization Act and the Local Government Debt Reform Act (collectively, the “Act”), is authorized and empowered, among other things: (a) to provide funds for the acquisition of privately owned industrial facilities; (b) to issue revenue bonds for the purposes set forth herein; (c) to secure such revenue bonds by a pledge and assignment of revenues and other available funds and other documents, as provided for herein; and (d) to enact this Ordinance and execute the Financing Agreement, as hereinafter identified, and all other documents to be executed by it, upon the terms and conditions provided therein;

WHEREAS, as a result of negotiations between the Village and King-Bruwaert House, an Illinois not-for-profit corporation (the “Borrower”), the Borrower has requested that the Village issue revenue bonds for the purpose of (i) providing funds for the payment and/or reimbursement of the costs of acquiring, constructing, renovating, remodeling and equipping of certain living facilities of the Borrower, constituting industrial facilities to be located within the jurisdiction of the Village, located at 6101 S. County Line Road, Burr Ridge, Illinois (the “Project”), and (ii) the payment of certain costs of issuance of the Bonds (as such term is hereinafter defined), and the Village is willing to issue revenue bonds to finance and refinance the cost of the Project and to enter into a Financing

Agreement dated as of December 1, 2018 (the “Financing Agreement”), among the Village, the Borrower and The Northern Trust Company, an Illinois banking corporation (the “Bank”), upon terms which will produce revenues and receipts sufficient to provide for the prompt payment at maturity of the principal and interest on such revenue bonds, all as set forth in the details and provisions of the Financing Agreement hereinbefore identified;

WHEREAS, it is necessary and proper for the Village for the benefit of the inhabitants within the Village to authorize the financing and refinancing of the Project and the issuance of the Village’s Revenue Bonds (King-Bruwaert House Project), Series 2018 in the aggregate principal amount of not to exceed \$3,500,000 (the “Bonds”), which will relieve conditions of unemployment and underemployment and encourage the increase of industry and commerce within the jurisdiction of the Village, thereby reducing the evils attendant upon unemployment and underemployment and providing for the increased welfare and prosperity of the residents of the Village;

WHEREAS, it is necessary to authorize the execution of the Financing Agreement under the terms of which the Village will lend the proceeds of the Bonds to the Borrower in order to provide funds for the financing and refinancing of the Project, the payments to be paid by the Borrower to the Village in repayment of the loan in amounts sufficient to pay at maturity the principal of, premium, if any, and interest on the Bonds;

WHEREAS, the Village proposes to sell the Bonds upon a negotiated basis to the Bank;

WHEREAS, the Village has caused to be prepared and presented the following documents, which the Village proposes to enter into:

1. The Financing Agreement; and
2. The Bonds;

WHEREAS, pursuant to the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), a public hearing regarding the issuance of the Bonds will be held by the Village Administrator on December 21, 2018, pursuant to notice published at the direction of the Village in the *LaGrange Suburban Life*, a newspaper of general circulation in the Village, on December 5, 2018; and

WHEREAS, the Board of Trustees of the Village hereby authorize and approve of the issuance of the Bonds, subject to the required public hearing taking place, as set forth below. The Board of Trustees hereby designates the Acting Mayor or, in the event no Acting Mayor has been appointed by the Board of Trustees by the time of approval of this Ordinance, Trustee \_\_\_\_\_, as the applicable elected representative permitted to approve the issuance of the Bonds on behalf of the Village within the meaning of Section 147(f) of the Code following the public hearing, and to take such other actions on behalf of the Village and Board of Trustees as specified herein and in the Financing Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF BURR RIDGE, DUPAGE AND COOK COUNTIES, ILLINOIS, AS FOLLOWS:

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

Section 2. That the financing and refinancing of the costs of the Project and the financing of all or a portion of the costs of issuance of the Bonds through the issuance and sale of the Bonds in accordance with the terms of the Financing Agreement is hereby authorized and approved, subject to the required public hearing taking place. The use of the proceeds of the Bonds to finance and refinance the costs of the Project and all or a portion of the costs of issuance of the Bonds is in furtherance of the public purposes of the Village.

Section 3. That the form, terms and provisions of the proposed Financing Agreement be, and the same hereby is, in all respects approved, and that the Acting Mayor or other designated elected representative and the Village Clerk are hereby authorized, empowered and directed to execute and deliver such instrument in the name and on behalf of the Village, and to cause the Financing Agreement to be delivered to the Borrower and the Bank. The Financing Agreement is to be in substantially the form attached to this Ordinance and is hereby approved, and the Acting Mayor or other designated elected representative and Village Clerk are hereby authorized to make changes to the Financing Agreement as are consistent with this Ordinance. The execution of any and all documents related to the Financing Agreement, and the Bonds by officials of the Village shall constitute conclusive evidence of the Village's approval of any and all changes or revisions therein from the form of the Financing Agreement hereby approved; and that from and after the execution and delivery of such instrument, the officials, agents and employees of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such instrument as executed. The Village has not confirmed, and assumes no responsibility for, the accuracy, sufficiency or fairness of any representations, statements, reports, financial information, offering or disclosure documents or other information submitted to the Bank relating to the Bonds, the Project, the Borrower or the history, businesses, properties, organization, management, financial condition, market area or any other matter relating to the Borrower or the Project. The Financing Agreement shall constitute and is hereby made a part of this Ordinance and a copy of such document shall be placed in the official records of the Village, and shall be made available for public inspection.

Section 4. That the issuance of the Bonds in the aggregate principal amount of not to exceed \$3,500,000 to mature on or before December 21, 2022, and subject to optional and



mandatory redemption in accordance with the terms and provisions of the Financing Agreement, as executed, and bearing interest as provided in the Financing Agreement, but in no event is the interest rate on the Bonds to exceed nine percent (9.00%) per annum, is hereby approved subject to the required public hearing taking place and the Acting Mayor or other designated elected representative and the Village Clerk of the Village be and are hereby authorized, empowered and directed to cause to be prepared the Bonds in the form and having the other terms and provisions specified in the Financing Agreement (as executed and delivered); that the Bonds shall be designated “Village of Burr Ridge, DuPage and Cook Counties, Illinois Revenue Bonds (King-Bruwaert House Project), Series 2018”; that the Bonds shall be executed in the name of the Village with the manual or facsimile signature of its Acting Mayor or other designated elected representative and the manual or facsimile signature of its Village Clerk and the seal of the Village shall be impressed or reproduced thereon, and that the Acting Mayor or any other officer of the Village shall cause the Bonds, as so executed and attested, to be delivered to the Bank; and the form of the Bonds submitted to this meeting as the same appears in the Financing Agreement, subject to appropriate insertion and revision in order to comply with the provisions of said Financing Agreement be, and the same hereby is, approved, and when the same shall be executed on behalf of the Village in the manner contemplated by the Financing Agreement and this Ordinance in the principal amount of not to exceed \$3,500,000, it shall represent the approved form of the Bonds of the Village.

Section 5. The Bonds shall be special limited obligations of the Village and except to the extent payable from Bond proceeds or moneys from the investment thereof, shall be payable solely from the revenues and receipts and other amounts received by or on behalf of the Village pursuant to the Financing Agreement. The Bonds and interest thereon shall not be deemed to constitute an indebtedness or a general obligation of the Village, the State of Illinois or any political subdivision

thereof within the meaning of any constitutional or statutory provision or a charge against the general credit or taxing powers, if any, of the Village, the State of Illinois or any political subdivision thereof. No taxing powers of the Village, the State of Illinois or any political subdivision thereof are pledged or available to pay the Bonds or interest thereon. The special limited nature of the obligation represented by the Bonds is more fully set forth in the Financing Agreement, which provisions are incorporated herein by reference.

Section 6. That the sale of the Bonds to the Bank at a price not to exceed \$3,500,000 is hereby in all respects authorized and approved.

Section 7. That from and after the execution and delivery of the Financing Agreement, the proper officials, agents and employees of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said document as executed and to further the purposes and intent of this Ordinance, including the preamble hereto. The Acting Mayor or other designated elected representative and the Village Clerk be, and they are hereby, further authorized and directed for and on behalf of the Village, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Ordinance or to evidence said authority, including without limitation the signing of IRS Form 8038 and the filing thereof as therein required and the certifications relating to Section 148 of the Code and the regulations promulgated thereunder and changes in the documents approved hereby as approved by the officials of the Village executing the same, and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the Village under the Financing Agreement and to discharge all of the obligations of the Village thereunder. In its performance of the covenants pertaining to federal income tax laws, the Village may rely upon the written advice of

nationally recognized bond counsel. For purposes of certifying to matters of arbitrage, the Acting Mayor or other designated elected representative is hereby designated an officer responsible for issuing the Bonds.

Section 8. That all acts and doings of the officials of the Village which are in conformity with the purposes and intent of this Ordinance and in furtherance of the issuance and sale of the Bonds in the principal amount of not to exceed \$3,500,000 and the financing of the Project to that amount be, and the same hereby are, in all respects, approved and confirmed.

Section 9. That the Village hereby authorizes the Village Administrator to hold a public hearing regarding the issuance of the Bonds pursuant to Section 147(f) of the Code.

Section 10. That the Village hereby authorizes the Acting Mayor or other designated elected representative to approve the Project, the plan of financing and the issuance of the Bonds pursuant to Section 147(f) of the Code subject to the required public hearing taking place.

Section 11. The Village hereby designates the Bonds to be “qualified tax-exempt obligations” pursuant to Section 265(b)(3)(B)(ii) of the Code provided that for 2018 the reasonably anticipated amount of qualified tax exempt obligations (including 501(c)(3) obligations and tax-exempt leases but excluding other private activity bonds) which will be issued by the Village and all entities subordinate to the Village during such year does not exceed \$10,000,000.

Section 12. The Bonds will be restricted, or caused to be restricted, and the proceeds of the Bonds used, in such manner and to such extent, as may be necessary, after taking into account reasonable expectations at the time the Bonds are delivered to the Bank, so that they will not constitute arbitrage bonds under Section 148 of the Code.

Section 13. That the Bonds shall be issued in compliance with and under the authority of the provisions of this Ordinance and the Financing Agreement.

Section 14. No recourse under or upon any obligation, covenant, acceptance or agreement contained in this Ordinance, or in the Financing Agreement, or under any judgment which may be obtained against the Village or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, or under any circumstances, shall be had against the Acting Mayor, Village Clerk, Finance Director, any member of the Board of Trustees of the Village or any other officer of the Village as such, past, present, or future, either directly or through the Village, or otherwise, for the payment of or to the Village or any receiver thereof, or for or to any owner of the Bonds, or otherwise, of any sum that may be due and unpaid by the Village upon any of Bonds. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, as such, to respond by reason of any act or omission on his or her part, or otherwise, for, directly or indirectly, the payment for or to the Village or any receiver thereof, or for or to the owner or any holder of any Bond, or otherwise, of any sum that may remain due and unpaid upon the Bonds, shall be deemed to be expressly waived and released as a condition of and consideration for the execution and delivery of the Financing Agreement, the issuance of the Bonds, and related documents and instruments.

Section 15. That the provisions of this Ordinance (except Section 11) are hereby declared to be separable, and if any section, phrase or provision shall, for any reason, be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions.

Section 16. That all ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance (“Conflicting Board Actions”) are to be read as authorizing this Ordinance. To the extent such a reading is not possible, all Conflicting Board Actions are hereby superseded and repealed to the extent of such conflict.

Section 17. This Ordinance shall be in full force and effect from and after its passage and approval, in accordance with law.

This Ordinance is hereby passed and deposited in the office of the Village Clerk this 10th day of December, 2018.

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

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

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

\_\_\_\_\_  
Karen Thomas, Village Clerk

APPROVED by me the 10th day of  
December, 2018.

\_\_\_\_\_  
Acting Mayor or Designated Elected Representative

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DUPAGE )

## CERTIFICATION OF ORDINANCE

I, the undersigned, do hereby certify that I am the duly elected, qualified and acting Village Clerk of the Village of Burr Ridge, DuPage and Cook Counties, Illinois (the "Village"), and as such official I am the keeper of the records and files of the Village and of the Village's Board of Trustees (the "Corporate Authorities").

I do further certify that the attached ordinance constitutes a full, true and correct excerpt from the proceedings of the meeting of the Corporate Authorities held on December 10, 2018, insofar as same relates to the adoption of Ordinance No. \_\_\_\_\_, entitled:

AN ORDINANCE PROVIDING FOR THE ISSUANCE BY THE VILLAGE OF BURR RIDGE, DUPAGE AND COOK COUNTIES, ILLINOIS OF NOT TO EXCEED \$3,500,000 REVENUE BONDS (KING-BRUWAERT HOUSE PROJECT), SERIES 2018, AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FINANCING AGREEMENT AND RELATED MATTERS IN CONNECTION THEREWITH.

a true, correct and complete copy of which ordinance as adopted at such meeting appears in the minutes of such meeting and is hereto attached. Such ordinance was adopted and approved on the date and as therein set forth.

I do further certify that the deliberations of the Corporate Authorities on the adoption of the above ordinance were taken openly, that the vote on the adoption of such ordinance was taken openly, that such meeting was held at a specified time and place convenient to the public, that notice of such meeting was duly given to all of the news media requesting such notice, that the agenda for the meeting was duly posted at the Village Hall at least 48 hours prior to the meeting; that such meeting was called and held in strict compliance with the provisions of the open meetings laws of the State of Illinois, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such laws and their procedural rules in the adoption of such ordinance.

**IN WITNESS WHEREOF**, I hereunto affix my official signature and the seal of the Village of Burr Ridge, DuPage and Cook Counties, Illinois, this 10th day of December, 2018.

(SEAL)

Karen Thomas, Village Clerk

---

---

**FINANCING AGREEMENT**

by and among

**VILLAGE OF BURR RIDGE, DUPAGE AND COOK COUNTIES, ILLINOIS,**

**KING-BRUWAERT HOUSE,**

and

**THE NORTHERN TRUST COMPANY**

Relating to:

\$3,500,000 Village of Burr Ridge, DuPage and Cook Counties, Illinois Revenue Bonds  
(King-Bruwaert House Project), Series 2018

Dated as of December 1, 2018

---

---



## TABLE OF CONTENTS

Page

### ARTICLE I

#### DEFINITIONS

Section 1.01.	Definitions.....	2
Section 1.02.	Incorporation of Certain Definitions by Reference.....	8
Section 1.03.	Computation of Time Periods .....	8
Section 1.04.	Relation to Other Documents; Incorporation by Reference.....	8
Section 1.05.	Construction .....	9

### ARTICLE II

#### THE BONDS

Section 2.01.	Authorized Amount of Bonds; Form of Bonds.....	9
Section 2.02.	Issuance of Bonds .....	9
Section 2.03.	Interest Rate .....	10
Section 2.04.	Advance of Bond Proceeds .....	10
Section 2.05.	Execution; Limited Obligation.....	11
Section 2.06.	Mutilated, Lost, Stolen or Destroyed Bonds.....	11
Section 2.07.	Exchangeability and Transfer of Bonds; Persons Treated as Owners .....	12
Section 2.08.	Cancellation.....	13
Section 2.09.	[Reserved] .....	13
Section 2.10.	Redemption of Bonds.....	13
Section 2.11.	Notice of Redemption .....	14

### ARTICLE III

#### THE LOAN AND ACCOUNTS

Section 3.01.	Loan of Bond Proceeds .....	15
Section 3.02.	Repayment of Loan .....	15
Section 3.03.	Security .....	16
Section 3.04.	Unconditional Obligations .....	16
Section 3.05.	Prepayments of Loan.....	16
Section 3.06.	Swaps .....	16

### ARTICLE IV

#### CONSTRUCTION OF THE PROJECT

Section 4.01.	Agreement to Undertake and Complete the Project.....	17
Section 4.02.	Advances of Loan Proceeds .....	17
Section 4.03.	Establishment of Completion Date and Certificate as to Completion .....	17

Section 4.04.	Borrower Required to Pay Costs in Event Bond Proceeds Insufficient.....	18
Section 4.05.	Borrower and Issuer Representatives and Successors .....	18
Section 4.06.	Plans and Specifications.....	19

## ARTICLE V

### CONDITIONS PRECEDENT TO PURCHASE OF BONDS

Section 5.01.	Documentary Requirements.....	19
Section 5.02.	Incorporation by Reference.....	20

## ARTICLE VI

### REPRESENTATIONS AND WARRANTIES OF BORROWER

Section 6.01.	Organization; Power; Qualification .....	20
Section 6.02.	Authorization; Enforceability.....	20
Section 6.03.	Noncontravention .....	20
Section 6.04.	Governmental Approvals .....	21
Section 6.05.	Litigation .....	21
Section 6.06.	Title to Properties .....	21
Section 6.07.	Absence of Defaults and Events of Default .....	21
Section 6.08.	Income Tax Status.....	21
Section 6.09.	Regarding the Project.....	21
Section 6.10.	Tax-Exempt Status of the Bonds.....	22

## ARTICLE VII

### REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE ISSUER

Section 7.01.	Organization; Power; Qualification .....	22
Section 7.02.	Authorization of Bond Documents .....	22
Section 7.03.	Enforceability .....	23
Section 7.04.	Governmental Approvals .....	23
Section 7.05.	No Default.....	23
Section 7.06.	Obligations of Issuer .....	23
Section 7.07.	Noncontravention .....	23
Section 7.08.	Compliance with Law .....	24
Section 7.09.	Litigation .....	24
Section 7.10.	Security .....	24
Section 7.11.	Blue Sky .....	24
Section 7.12.	Pending Legislation and Decisions .....	24
Section 7.13.	Tax Covenants of the Issuer.....	24

## ARTICLE VIII

### MAINTENANCE AND TAXES

Section 8.01.	Borrower's Obligations to Maintain and Repair .....	25
Section 8.02.	Taxes and Other Charges .....	25

## ARTICLE IX

### INSURANCE

Section 9.01.	Insurance .....	25
---------------	-----------------	----

## ARTICLE X

### SPECIAL COVENANTS

Section 10.01.	Access to the Facilities and Inspection .....	25
Section 10.02.	Further Assurances and Corrective Instruments .....	26
Section 10.03.	Recording and Filing; Other Instruments.....	26
Section 10.04.	Tax-Exempt Status .....	26
Section 10.05.	Indemnity Against Claims .....	26
Section 10.06.	Release and Indemnification .....	27
Section 10.07.	Non-Arbitrage Covenant.....	27
Section 10.08.	Notice of Determination of Taxability .....	28
Section 10.09.	Duties and Obligations .....	28
Section 10.10.	Financial Statements .....	28
Section 10.11.	Compliance with Laws.....	28
Section 10.12.	Maintenance of Existence .....	28

## ARTICLE XI

### ASSIGNMENT, LEASE AND SALE

Section 11.01.	Restrictions on Transfer of Issuer's Rights .....	28
Section 11.02.	Assignment of Agreement by the Borrower or Lease or Sale of Project.....	29
Section 11.03.	Assumption of Agreement by Purchaser of Project Upon Foreclosure .....	29

## ARTICLE XII

### EVENTS OF DEFAULT

Section 12.01.	Events of Default.....	29
Section 12.02.	Rights and Remedies.....	30
Section 12.03.	Application of Moneys.....	31
Section 12.04.	No Waiver; Remedies .....	31

## ARTICLE XIII

### MISCELLANEOUS

Section 13.01.	Amendments and Waivers .....	31
Section 13.02.	Execution in Counterparts.....	31
Section 13.03.	Notices.....	32
Section 13.04.	Severability .....	32
Section 13.05.	Payments Due on Non-Business Days .....	33
Section 13.06.	Liability of the Purchaser .....	33
Section 13.07.	Governing Law.....	33
Section 13.08.	Captions .....	33
Section 13.09.	Successors and Assigns.....	33
Section 13.10.	Complete and Controlling Agreement .....	33
Section 13.11.	Contractual Interpretation .....	33
Section 13.12.	Electronic Signatures .....	34
Section 13.13.	Third Party Beneficiaries .....	34

EXHIBIT A – INTEREST RATE PROVISIONS

EXHIBIT B – PRINCIPAL PAYMENT SCHEDULE

EXHIBIT C – BOND FORM

EXHIBIT D – FORM OF INVESTOR LETTER

EXHIBIT E – FORM OF REQUISITION

EXHIBIT F – DESCRIPTION OF PROJECT

## **FINANCING AGREEMENT**

**THIS FINANCING AGREEMENT** dated as of December 1, 2018 (this “Agreement”), is made and entered into by and among the Village of Burr Ridge, DuPage and Cook Counties, Illinois, an Illinois municipal corporation (the “Issuer”), King-Bruwaert House, an Illinois not for profit corporation (the “Borrower”), and The Northern Trust Company, an Illinois banking corporation (the “Purchaser”). All capitalized terms used herein and not otherwise defined shall have the meanings assigned in Section 1.01 and Exhibit A or as otherwise provided in Section 1.02.

### **W I T N E S S E T H :**

WHEREAS, the Issuer, by virtue of the Constitution and laws of the State of Illinois, including The Industrial Project Revenue Bond Act, 65 ILCS 5/11-74-1 et seq., as supplemented and amended, including the Illinois Bond Replacement Act, the Registered Bond Act, the Bond Authorization Act and the Local Government Debt Reform Act (collectively, the “Act”), is authorized to issue its revenue bonds to finance the cost of the Project, as hereinafter defined; and

WHEREAS, pursuant to the provisions of the Act, the Issuer may issue revenue bonds to provide funds for the making of loans to assist in providing financing for industrial projects; and

WHEREAS, the Issuer proposes to issue its \$3,500,000 in principal amount Revenue Bonds (King-Bruwaert House Project), Series 2018 (the “Bond” or “Bonds”) pursuant to this Agreement, to (i) provide funds for the payment and/or reimbursement of the costs of acquiring, constructing, renovating, remodeling and equipping of certain living facilities of the Borrower constituting industrial projects under the Act located at 6101 S. County Line Road, Burr Ridge, Illinois (the “Project”), and (ii) pay all or a portion of the costs of issuing the Bonds, to be used by the Borrower and to lend the proceeds of the sale of the Bonds to the Borrower pursuant to the terms and conditions hereof; and

WHEREAS, the Borrower desires to borrow the proceeds of the Bonds upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Purchaser has agreed to purchase the Bonds from the Issuer; and

WHEREAS, all things necessary to make the Bonds, when issued, executed and delivered by the Issuer, to the extent required pursuant to this Agreement, the valid, binding and legal obligations of the Issuer according to the import thereof, except as otherwise stated herein, have been done and performed, and the creation, execution and delivery of this Agreement, and the issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, including the covenants, terms and conditions hereinafter contained, and to induce the Issuer to make the Loan and the Purchaser to purchase the Bonds, the Issuer, the Borrower and the Purchaser agree as follows:

## ARTICLE I

### DEFINITIONS

**Section 1.01. Definitions.** In addition to terms defined at other places in this Agreement, including Exhibit A, the following words and terms as used in this Agreement and the recitals hereto shall have the following meanings unless the context or use clearly indicates another or different meaning or intent.

“*Act*” has the meaning assigned to such term in the recitals hereto.

“*Advance Termination Date*” has the meaning assigned to such term in Section 2.04.

“*Advances*” means all advances of the purchase price of the Bonds made by the Purchaser pursuant to the Continuing Covenant Agreement prior to the Advance Termination Date.

“*Affiliate*” has the meaning assigned to such term in the Continuing Covenant Agreement.

“*Agreement*” means this Financing Agreement.

“*Applicable Law*” means (a) all applicable common law and principles of equity and (b) all applicable provisions of all (i) constitutions, statutes, rules, regulations and orders of all Governmental Authorities, (ii) Governmental Approvals and (iii) orders, decisions judgments, writs, injunctions and decrees of all courts (whether at law or in equity) and arbitrators.

“*Approving Opinion*” means, with respect to any action relating to the Bonds, the occurrence of which requires an Opinion of Counsel, an Opinion of Counsel delivered by Bond Counsel to the effect that such action (a) is permitted by this Agreement and the Act, (b) will not adversely affect the exclusion of interest on the Bonds from gross income of the Owners for purposes of federal income taxation, and (c) will not adversely affect the qualification of the Bonds as “qualified tax-exempt obligations” under Section 265(b)(3) of the Code.

“*Authorized Denomination*” means \$250,000 and multiples of \$0.01 in excess thereof or, if less, the Principal Amount.

“*Bankruptcy Code*” means Title 11 of the United States Code, as amended, and any successor statute or statutes having substantially the same function.

“*Bond*” or “*Bonds*” has the meaning assigned to such term in the recitals hereto.

“*Bond Counsel*” means Ice Miller LLP, Chicago, Illinois or any other attorney or firm of attorneys, which is admitted to practice law before the highest court of any state in the United States of America or the District of Columbia and nationally recognized and experienced in legal work relating to the issuance of tax-exempt bonds.

“*Bond Documents*” means, collectively, this Agreement, the Bonds, the Continuing Covenant Agreement, any Swap and the Tax Certificate.

*“Bond Proceeds”* means the principal of the Bonds and any investment earnings thereon.

*“Borrower”* means King-Bruwaert House, an Illinois not for profit corporation, and its permitted successors and assigns.

*“Borrower Representative”* means any one of the persons at the time designated to act on behalf of the Borrower by written certificate furnished to the Issuer and the Purchaser containing the specimen signatures of such persons and signed on behalf of the Borrower by the [Executive Director] of the Borrower.

*“Business Day”* means any day on which (a) the offices of the Calculation Agent are open for business, (b) the Federal Reserve System is in operation, (c) the New York Stock Exchange is not closed, and (d) banks in the State and in the State of New York are open for business.

*“Closing Date”* means December 21, 2018, subject to the satisfaction of the conditions precedent set forth in Article V.

*“Code”* means the Internal Revenue Code of 1986, as amended, and the rulings and regulations (including temporary and proposed regulations) promulgated thereunder, or any successor statute thereto.

*“Completion Date”* means, with respect to the Project, the earliest of (a) the Construction Completion Date, (b) three years after the Issue Date and (c) the date on which the Borrower Representative delivers a completion certificate to the Purchaser pursuant to Section 4.03.

*“Construction”* means, when used with reference to the Project, the acquisition, construction, installation, renovation, remodeling and equipping of the Project.

*“Construction Completion Date”* shall have the meaning assigned to such term in the Continuing Covenant Agreement.

*“Contract”* means any indenture, contract, agreement (other than this Agreement), other contractual restriction, lease, mortgage, instrument, certificate of incorporation, charter or by law.

*“Continuing Covenant Agreement”* means the Continuing Covenant Agreement dated as of December 1, 2018 between the Borrower and the Purchaser.

*“Cost(s) of the Project,” “Cost” or “Costs”* means all costs and allowances which the Issuer or the Borrower may properly pay or accrue for the Project and which, under GAAP, are chargeable to the capital account of the Project or could be so charged either with a proper election to capitalize such costs or, but for a proper election, to expense such costs, including (without limitation) the following costs:

- (a) fees and expenses incurred in preparing the Plans and Specifications for the Project (including any preliminary study or planning or any aspect thereof); any labor, services, materials and supplies used or furnished in site improvement and construction; any equipment for the Project; and all real and tangible personal property deemed necessary by the Borrower and acquired in connection with the Project;

- (b) fees for architectural, engineering, supervisory and consulting services;
- (c) any fees and expenses incurred in connection with perfecting and protecting title to the Project and any fees and expenses incurred in connection with preparing, recording or filing such documents, instruments or financing statements as the Borrower, the Purchaser or the Issuer may deem desirable to perfect or protect the rights of the Issuer or the Purchaser under the Bond Documents;
- (d) any legal, accounting or financial advisory fees and expenses, including, without limitation, fees and expenses of Bond Counsel and Counsel to the Issuer, the Borrower and the Purchaser, any fees and expenses of the Issuer, the Purchaser or any rating agency, filing fees, and printing and engraving costs incurred in connection with the authorization, issuance, sale and purchase of the Bonds and the preparation of the Bond Documents and all other documents in connection with the authorization, issuance, sale and purchase of the Bonds;
- (e) interest to accrue on the Bonds prior to the Completion Date;
- (f) any administrative or other fees charged by the Issuer or reimbursement thereto of expenses in connection with the Project until the Completion Date; and
- (g) any other costs and expenses relating to the Project which could constitute costs or expenses for which the Issuer may expend Bond Proceeds under the Act.

“*Counsel*” means an attorney or firm of attorneys, admitted to practice law before the highest court of any state in the United States of America or the District of Columbia, including any Bond Counsel.

“*Default*” means the occurrence of any event or the existence of any condition which constitutes an Event of Default or the occurrence of any event or the existence of any condition which with the giving of notice, the passage of time or both, would constitute an Event of Default.

“*Default Rate*” has the meaning assigned to such term in the Continuing Covenant Agreement.

“*Eminent Domain*” means the taking of title to, or the temporary use of, the Facilities or any part thereof pursuant to eminent domain or condemnation proceedings, or by any settlement or compromise of such proceedings, or any voluntary conveyance of the Facilities or any part thereof during the pendency of, or as a result of a threat of, such proceedings.

“*Event of Default*” shall have the meaning assigned to such term in Article XII.

“*Facilities*” means, collectively, (a) the Project and (b) all materials, supplies, equipment, apparatus and other items of personal property owned by the Borrower and attached to, installed in or used in connection with the Project, including, without limitation, water, gas, electrical, storm and sanitary sewer facilities and all other utilities whether or not situated in easements.



“*Fiscal Year*” has the meaning assigned to such term in the Continuing Covenant Agreement.

“*Full Funding Date*” shall mean December 31, 2019.

“*GAAP*” means generally accepted accounting principles in the United States of America set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States of America, that are applicable to the circumstances as of the date of determination, consistently applied.

“*Governing Body*” means the board, commission, council or other body in which the general legislative powers of the Issuer are vested.

“*Governmental Approvals*” means an authorization, consent, approval, permit, license, certificate of occupancy or an exemption of, a registration or filing with, or a report to, any Governmental Authority.

“*Governmental Authority*” means the government of the United States of America or any other nation or any political subdivision thereof or any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank), or any arbitrator, mediator or other Person with authority to bind a party at law.

“*Insurance Proceeds*” means the insurance claims under and the proceeds of any and all policies of insurance covering the Facilities or any part thereof, including all returned and unearned premiums with respect to any insurance relating to such Facilities, in each case whether now or hereafter existing or arising.

“*Issue Date*” means the date on which the Bonds are delivered to the Purchaser upon original issuance.

“*Issuer*” means the Village of Burr Ridge, DuPage and Cook Counties, Illinois a political subdivision duly organized and existing under the Constitution and laws of the State, including the Act, or any successor to its rights and obligations under this Agreement.

“*Issuer Representative*” means any one of the persons at the time designated to act on behalf of the Issuer by written certificate furnished to the Borrower and the Purchaser containing the specimen signatures of such persons and signed on behalf of the Issuer by its Mayor or Acting Mayor.

“*Lien*” means, with respect to any asset, any mortgage, deed of trust, lien, pledge, charge, security interest, hypothecation, assignment, deposit arrangement or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected or effective under

Applicable Law, as well as the interest of a vendor or lessor under any conditional sale agreement, capital or finance lease or other title retention agreement relating to such asset and, in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

“*Loan*” means the loan from the Issuer to the Borrower of the proceeds of the Bonds, the repayment obligation of which is evidenced by this Agreement.

“*Maturity Date*” means December 21, 2022.

“*Net Proceeds*” means, when used with respect to any Insurance Proceeds or proceeds resulting from Eminent Domain, the gross proceeds therefrom less all expenses (including attorneys’ fees) incurred in the realization thereof.

“*Opinion of Counsel*” means any opinion of Counsel delivered pursuant to this Agreement. Each such opinion shall be addressed to the Borrower, the Issuer and the Purchaser.

“*Outstanding*” means, for any date of determination, all Bonds that have been executed and delivered to the Purchaser hereunder, except:

- (a) Bonds cancelled or delivered for cancellation at or prior to such date;
- (b) Bonds in lieu of which others have been authenticated under Sections 2.06 and 2.07;
- (c) Bonds, the principal of which has been previously paid or redeemed; and
- (d) For purposes of any consent, request, demand, authorization, direction, notice, waiver or other action to be taken by the Owners of a specified percentage of Outstanding Bonds hereunder, all Bonds held by or for the account of the Issuer, the Borrower or any affiliate of the Borrower or the Issuer; provided, however, that if all of the Bonds are at any time held by or for the account of the Borrower or the Issuer or any affiliate of the Borrower or the Issuer, then such Bonds shall be deemed to be Outstanding at such time for the purposes of this subparagraph (d).

“*Owner*” means the registered owner of a Bond.

“*Parity Periodic Swap Payments*” means Periodic Swap Payments which are designated, with the prior written consent of the Purchaser, as having a priority of payment on a parity, equally and ratably, with the Bonds.

“*Parity Swap Termination Payments*” means Swap Termination Payments which are designated, with the prior written consent of the Purchaser, as having a priority of payment on a parity, equally and ratably, with the Bonds.

“*Periodic Swap Payment*” means the net amount payable by the Borrower from time to time under a Swap to the Swap Provider prior to the termination of such Swap.

*“Permitted Liens”* has the meaning assigned to such term in the Continuing Covenant Agreement.

*“Person”* means an individual, a corporation, a partnership, an association, a joint venture, a trust, a business trust, a limited liability company or any other entity or organization, including a governmental or political subdivision or an agency or instrumentality thereof.

*“Plans and Specifications”* means the plans and specifications used in the Construction of the Project, as the same may be revised from time to time by the Borrower in accordance with Section 4.05.

*“Principal Amount”* means the sum of all Advances as reflected on the Table of Advances attached to the Bonds, less any redemptions of Bonds as reflected on the Table of Partial Redemptions attached to the Bonds.

*“Project”* has the meaning assigned to such term in the recitals hereto.

*“Property”* means, when used in connection with any Person, any and all rights, title and interests of such Person in and to any and all property (including cash) whether real, personal or mixed, or tangible or intangible, and wherever situated.

*“Purchase Price”* means, for any date of determination, an amount equal to 100% of the principal amount of any Bond Outstanding, plus accrued and unpaid interest thereon to the date of purchase.

*“Purchaser”* means (a) if there is a single Owner of all of the Bonds, the Owner of the Bonds and (b) if there is more than one Owner of the Bonds, the Owners owning a majority of the aggregate Principal Amount of the Bonds. On the Issue Date, the initial Purchaser of the Bonds is The Northern Trust Company.

*“Requisition”* has the meaning assigned to such term in Section 4.02.

*“Revenues”* means all legally available revenues of the Borrower excluding the rights to receive any gifts, donations, pledges, grants, legacies, bequests, demises or contributions heretofore or hereafter made and designated or specified by the donor or maker thereof as being for a specific purpose other than the Project and thus not legally available for payment of debt service on the Bonds.

*“State”* means the State of Illinois.

*“Stated Principal Amount”* has the meaning assigned to such term in Section 2.04.

*“Subordinated Periodic Swap Payments”* means all Periodic Swap Payments other than Parity Periodic Swap Payments.

*“Subordinated Swap Termination Payments”* means all Swap Termination Payments other than Parity Swap Termination Payments.

“*Swap*” means any agreement or arrangement (contractual or otherwise) between the Borrower and a Swap Provider related to the Borrower’s obligations to make payments pursuant to Section 3.02 which functions as an interest rate swap, interest rate cap, interest rate floor, interest rate collar or which otherwise (directly or indirectly, derivatively or synthetically) hedges interest rate risk associated with being a debtor of variable rate debt, or any agreement or other arrangement to enter into any of the above on a future date or upon or after the occurrence of one or more future events.

“*Swap Provider*” means any counterparty to the Borrower with respect to any Swap.

“*Swap Termination Payment*” means all amounts payable by the Borrower under any Swap that are not Periodic Swap Payments.

“*Tax Certificate*” means the tax exemption certificate and agreement of the Borrower dated the Issue Date.

“*Written*” or “*in writing*” means any form of written communication or a communication by means of a facsimile device.

**Section 1.02. Incorporation of Certain Definitions by Reference.** Each capitalized term used herein and not otherwise defined herein shall have the meaning provided therefor in the Continuing Covenant Agreement, unless the context otherwise requires.

**Section 1.03. Computation of Time Periods.** In this Agreement, in the computation of a period of time from a specified date to a later specified date, unless otherwise specified herein, the word “from” means “from and including” and the words “to” and “until” each mean “to but excluding” and the word “through” means “to and including.”

**Section 1.04. Relation to Other Documents; Incorporation by Reference.**

(a) Nothing in this Agreement shall be deemed to amend or relieve the Issuer or the Borrower of any of its obligations under any Bond Document to which it is a party. Conversely, to the extent that the provisions of any Bond Document allow the parties hereto to take or not take certain actions, the parties hereto nevertheless shall be fully bound by the provisions of this Agreement.

(b) Except as provided in subsection (c) below, all references to this Agreement or any other documents, including, without limitation, the other Bond Documents, shall be deemed to include all amendments, restatements, modifications and supplements thereto to the extent such amendment, restatement, modification or supplement is made in accordance with the provisions of such document and this Agreement.

(c) All provisions of this Agreement making reference to specific Sections of any Bond Document shall be deemed to incorporate such Sections into this Agreement by reference as though specifically set forth herein (with such changes and modifications as may be herein provided) and shall continue in full force and effect with respect to this Agreement notwithstanding payment of the Bonds and all amounts due under or secured by the Bond Documents, the termination or defeasance thereof or any modification thereto

or any waiver given in connection therewith, so long as this Agreement is in effect and until all amounts due and owing under this Agreement, the Bonds and the other Bond Documents are paid in full.

**Section 1.05. Construction.** Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, to the singular include the plural and to the part include the whole. The word “including” shall be deemed to mean “including but not limited to,” and “or” has the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereunder” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. The Section headings contained in this Agreement and the table of contents preceding this Agreement are for reference purposes only and shall not control or affect the construction of this Agreement or the interpretation thereof in any respect. Article, section, subsection, exhibit, schedule and annex references are to this Agreement unless otherwise specified. Any exhibit, schedule or annex attached hereto is incorporated by reference herein and is a constituent part of this Agreement.

## **ARTICLE II**

### **THE BONDS**

#### **Section 2.01. Authorized Amount of Bonds; Form of Bonds.**

(a) No Bonds may be issued under the provisions of this Agreement except in accordance with this Article. The total maximum principal amount of Bonds that may be issued and Outstanding hereunder is expressly limited to \$3,500,000. The Bonds shall be designated “\$3,500,000 Village of Burr Ridge, DuPage and Cook Counties, Illinois Revenue Bonds (King-Bruwaert House Project), Series 2018.”

(b) The Bonds shall be in substantially the form of Exhibit C, with such appropriate variations, omissions, substitutions and insertions as are permitted or required hereby or are required by law and may have such letters, numbers or other marks of identification and such legends and endorsements placed thereon as may be required to comply with any Applicable Laws.

(c) The Bonds shall be in either typewritten or printed form, as the Borrower shall direct, on behalf of the Issuer; provided that any expenses, including but not limited to expenses of printing, incurred in connection therewith shall be paid by the Borrower.

**Section 2.02. Issuance of Bonds.** The Bonds shall bear interest from the Issue Date, until paid, at the rate set forth in Exhibit A, and shall mature, unless sooner paid, on the Maturity Date on which date all unpaid principal, redemption premium, if any, and interest on the Bonds shall be due and payable.

The Bonds shall be issued as fully registered bonds without coupons in Authorized Denominations. The Bonds shall be numbered from R-1 upwards bearing numbers not then contemporaneously outstanding (in order of issuance) according to the records of the Issuer. Upon the initial issuance of the Bonds, the Issuer shall execute and deliver the Bonds to the Purchaser, as the registered owner of the Bonds.

The Bonds shall be dated the Issue Date. All Bonds shall bear interest (i) from the Issue Date, if executed and delivered prior to the first Interest Payment Date, or (ii) otherwise from the Interest Payment Date that is, or that immediately precedes, the date on which such Bond has been executed and delivered (unless payment of interest is in default, in which case such Bond shall bear interest from the date to which interest has been paid).

The principal and Purchase Price of, redemption premium, if any, and the interest on the Bonds shall be payable in lawful currency of the United States. The principal and Purchase Price of and redemption premium, if any, on the Bonds shall be paid to the Purchaser (without any presentment thereof, except upon the payment of the final installment of principal, and without any notation of such payment being made thereon), by the Purchaser debiting an account of the Borrower as may be provided in the Continuing Covenant Agreement or in such other manner and at such address in the United States as may be designated by the Purchaser in writing to the Borrower.

All payments made shall be accompanied by sufficient information to identify the source and proper application of such payment and, if any Bonds are sold or transferred, the Purchaser shall notify the Borrower in writing of the name and address of the transferee, the effective date of the transfer, the principal amount of the Bonds transferred and the payment information notated on the Bonds as hereinafter described, and it will, prior to delivery of such Bonds, make a notation on such Bonds of the date to which interest has been paid thereon and of the amount of any prepayments made on account of the principal thereof.

**Section 2.03. Interest Rate.** The Bonds shall bear interest as provided in Exhibit A from the Issue Date to the date of payment in full of the Bonds. Interest on the Bonds shall be calculated on the Principal Amount as described in Exhibit A.

**Section 2.04. Advance of Bond Proceeds.** The Issuer acknowledges and agrees that prior to the earliest to occur of (i) the date when the sum of the aggregate Advances made hereunder equals the \$3,500,000 (the “Stated Principal Amount”), (ii) the Completion Date, (iii) the Full Funding Date, (iv) a Determination of Taxability or (v) the Bank Qualified Adjustment Date (the “Advance Termination Date”), the Bond Proceeds will be disbursed in installments through the making of Advances by the Purchaser in accordance with the Continuing Covenant Agreement. The date and amount of each Advance shall be noted on the Table of Advances attached to the Bond; provided, that the failure to record any such Advance on the Table of Advances shall not affect the Principal Amount due. In no event may the total amount of all Advances exceed the Stated Principal Amount. Notwithstanding anything else herein contained, interest payable on the Bonds shall be determined based on the Principal Amount of the Bonds. Following the Advance Termination Date, no additional Advances may be made and, to the extent that, on the Advance Termination Date the Stated Principal Amount is higher than the Principal Amount (excluding for this purpose any partial redemptions of principal), then the difference between the Stated Principal Amount and the Principal Amount shall be deemed to have been redeemed automatically and without any further notice or act by the Issuer or any other Person. Any such automatic redemption of principal shall not be taken into consideration in determining the Principal Amount of the Bonds and shall not be recorded on the Table of Partial Redemptions attached to the Bonds.

**Section 2.05. Execution; Limited Obligation.** The Bonds shall be executed on behalf of the Issuer by the manual or facsimile signature of the Mayor or Acting Mayor of the Issuer and attested by the manual or facsimile signature of the Village Clerk of the Issuer and shall have impressed or imprinted thereon the seal (or a facsimile thereof), if any, of the Issuer. In case any officer whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes.

The Bonds shall be limited obligations of the Issuer. The principal and Purchase Price of, redemption premium, if any, and interest on the Bonds shall not be deemed to constitute or create an indebtedness, liability or obligation of the Issuer, the State or any political subdivision or agency thereof within the meaning of any State constitutional provision or statutory limitation or a pledge of the faith and credit or the taxing power of the State or any such political subdivision or agency, including the Issuer. The principal and Purchase Price of, redemption premium, if any, and interest on the Bonds are payable solely from and secured by Revenues, all as described in and subject to limitations set forth in this Agreement, for the equal and ratable benefit of the Owners, from time to time, of the Bonds.

THE ISSUANCE OF THE BONDS WILL NOT CONSTITUTE A DEBT OR A PLEDGE OF THE FAITH AND CREDIT OF THE ISSUER OR THE STATE, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE ISSUER, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF WILL BE PLEDGED TO THE PAYMENT OF THE BONDS. NEITHER THE ISSUER, THE STATE, NOR ANY POLITICAL SUBDIVISION OF THE STATE SHALL IN ANY EVENT BE LIABLE FOR THE PAYMENT OF THE PRINCIPAL OR PURCHASE PRICE OF, REDEMPTION PREMIUM, IF ANY, OR INTEREST ON ANY OF THE BONDS OR FOR THE PERFORMANCE OF ANY PLEDGE, OBLIGATION OR AGREEMENT UNDERTAKEN BY THE ISSUER EXCEPT TO THE EXTENT THAT THE MONEYS PLEDGED THERETO ARE SUFFICIENT THEREFOR. NO OWNER OF ANY BOND HAS THE RIGHT TO COMPEL ANY EXERCISE OF TAXING POWER OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE ISSUER, TO PAY THE BONDS OR THE INTEREST THEREON, AND THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE STATE OR ANY POLITICAL SUBDIVISION OF THE STATE, OR A LOAN OF CREDIT OF ANY OF THE FOREGOING WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION.

**Section 2.06. Mutilated, Lost, Stolen or Destroyed Bonds.** If any Bond is mutilated, lost, stolen or destroyed, the Issuer may execute a new Bond of the same maturity, interest rate, principal amount and tenor in lieu of and in substitution for the Bond mutilated, lost, stolen or destroyed; provided, that there shall be first furnished to the Issuer evidence satisfactory to it of the ownership of such Bond and of such loss, theft or destruction (or, in the case of a mutilated Bond, such mutilated Bond shall first be surrendered to the Issuer), together with indemnity satisfactory to the Issuer and compliance with such other reasonable regulations as the Issuer may prescribe. If any such Bond shall have matured or a redemption date pertaining thereto shall have passed, instead of issuing a new Bond the Issuer may pay the same without surrender thereof, upon receipt of such evidence, indemnification and payment of fees and expenses as described herein. The Issuer may charge the Owner of such Bond with its reasonable fees and expenses incurred in connection with this Section.

**Section 2.07. Exchangeability and Transfer of Bonds; Persons Treated as Owners.**

The Issuer shall keep a registration book showing the name and address of the Owner of the Bond.

Any Owner of a Bond, in person or by such Owner's duly authorized attorney, may transfer title to such Owner's Bond upon surrender thereof at the principal office of the Issuer, by providing the Issuer with a written instrument of transfer (in substantially the form of assignment attached to the Bond) executed by the Owner or such Owner's duly authorized attorney, and thereupon, the Issuer shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of the same aggregate principal amount and tenor as the Bond surrendered (or for which transfer of registration has been effected) and of any Authorized Denomination(s).

Bonds may be exchanged upon surrender thereof at the principal office of the Issuer with a written instrument of transfer satisfactory to the Issuer executed by the Owner or such Owner's attorney duly authorized in writing, for an equal aggregate principal amount of Bonds of the same tenor as the Bonds being exchanged and of any Authorized Denomination(s). The Issuer shall execute and deliver Bonds that the Owner making the exchange is entitled to receive, bearing numbers not contemporaneously then outstanding.

Such registrations of transfer or exchanges of Bonds shall be without charge to the Owners of such Bonds, but any taxes or other governmental charges required to be paid with respect to the same shall be paid by the Owner of the Bond requesting such registration of transfer or exchange as a condition precedent to the exercise of such privilege. Any service charge made by the Issuer for any such registration of transfer or exchange and all reasonable expenses of the Issuer and the Purchaser shall be paid by the Borrower. In case of any transfer, the Purchaser shall give the Borrower written notice of the name and address of the transferee.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of either principal or interest shall be made only to or upon the order of the registered owner thereof or such Owner's duly authorized attorney, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

All Bonds issued upon any registration of transfer or exchange of Bonds shall be legal, valid and binding limited obligations of the Issuer, evidencing the same debt, and entitled to the same security and benefits under this Agreement, as the Bonds surrendered upon such registration of transfer or exchange.

Notwithstanding the foregoing, the Bonds may only be transferred in Authorized Denominations to (x) an affiliate of an Owner of the Bonds, (y) a trust or custodial arrangement established by an Owner of the Bonds or one of its affiliates, the owners of the beneficial interests in which are limited to qualified institutional buyers, as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the "1933 Act"), or (z) to a Person that is a qualified institutional buyer that is a commercial bank having a combined capital and surplus, determined as of the date of any transfer pursuant to this Section, of \$5,000,000,000 or more that has executed and delivered to the Issuer and the Borrower an Investor Letter in the form of Exhibit D.



**Section 2.08. Cancellation.** All Bonds that have been surrendered to the Issuer pursuant to Sections 2.06 or 2.07, for payment upon maturity or redemption prior to maturity, shall be cancelled and destroyed by the Issuer.

**Section 2.09. [Reserved].**

**Section 2.10. Redemption of Bonds.**

(a) ***Optional Redemption.*** Subject to any limitations set forth in a Continuing Covenant Agreement, the Bonds are subject to redemption in Authorized Denominations on any Interest Payment Date at the direction of the Borrower in accordance with Section 3.05, on behalf of the Issuer, in whole or in part, at a redemption price equal to the principal amount of the Bonds to be redeemed plus accrued interest thereon to, but not including, the redemption date.

(b) ***Extraordinary Optional Redemption.*** The Bonds are subject to redemption in whole, at the direction of the Borrower, on behalf of the Issuer, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed plus accrued interest thereon to, but not including, the redemption date, on any date for which the requisite notice of redemption can be given, within one hundred eighty (180) days of the occurrence of any of the following events:

(i) the Project shall have been damaged or destroyed to such an extent that in the judgment of the Borrower (A) it cannot reasonably be restored within a period of three (3) consecutive months to the condition thereof immediately preceding such damage or destruction, (B) the Borrower is thereby prevented from carrying on its normal operations at the Project for a period of three (3) consecutive months, or (C) it would not be economically feasible for the Borrower to replace, repair, rebuild or restore the same;

(ii) title in and to, or the temporary use of, all or substantially all of the Project shall have been taken under the exercise of the power of Eminent Domain by any Governmental Authority or any Person acting under governmental authority (including such a taking as, in the judgment of the Borrower, results in the Borrower being prevented thereby from carrying on its normal operations at the Project for a period of three (3) consecutive months);

(iii) as a result of any changes in the Constitution of the State, or the Constitution of the United States of America or by legislative or administrative action (whether state or federal) or by final decree, judgment, decision or order of any court or administrative body (whether state or federal), this Agreement shall have become void or unenforceable or impossible of performance in accordance with the intent and purpose of the parties as expressed therein;

(iv) unreasonable burdens or excessive liabilities shall have been imposed on the Borrower with respect to the operations of the Project, including, without limitation federal, state or other ad valorem, property, income or other taxes

not being imposed on the date of this Agreement that, in the judgment of the Borrower, render the continued operation of the Project uneconomical;

(v) changes which the Borrower cannot reasonably control or overcome in the economic availability of materials, supplies, labor, equipment and other properties and things necessary for the efficient operation of the Project for the purposes contemplated by this Agreement shall have occurred or technological changes that the Borrower cannot reasonably overcome shall have occurred that, in the judgment of the Borrower, render the continued operation of the Project uneconomical;

(vi) legal curtailment of the Borrower's use and occupancy of all or substantially all of the Project for any reason other than that set forth in (ii) above, which curtailment shall, in the judgment of the Borrower, prevent the Borrower from carrying on its normal operations at the Project for a period of three (3) consecutive months; or

(vii) this Agreement is terminated prior to its expiration for any reason other than the occurrence of an Event of Default under this Agreement.

Notwithstanding the foregoing provisions of this paragraph (b), any redemption under this paragraph (b) shall be subject to the provisions of the Continuing Covenant Agreement and the written direction or consent of the Purchaser.

(c) ***Mandatory Sinking Fund Redemptions.*** The Bonds are not subject to mandatory sinking fund redemption.

(d) ***Mandatory Monthly Redemptions.*** Principal on the Bonds shall be paid on the dates and in accordance with the Schedule attached as Exhibit B.

(d) ***[Reserved].***

(e) ***Selection of Bonds to be Redeemed.*** If less than all the Outstanding Bonds shall be called for redemption, the Issuer shall select or arrange for the selection, in such manner as it shall deem fair and equitable and pursuant to its rules and procedures of the Bonds, in Authorized Denominations, provided that any Bond or portion thereof remaining Outstanding shall be in an Authorized Denomination. If there shall be called for redemption less than the principal amount of a Bond, (i) the Issuer shall execute and deliver, upon surrender of such Bond, without charge to the Owner thereof in exchange for the unredeemed principal amount of such Bond at the option of such Owner, Bonds in any of the Authorized Denominations, or (ii) to the extent provided in the form of the Bond, the Owner may reflect the amount of the Bonds being redeemed in the Table of Partial Redemptions without further action.

**Section 2.11. Notice of Redemption.** The Borrower may exercise its option to prepay the Loan and thereby cause a redemption of Bonds pursuant to Section 2.10(a) or (b) by giving written notice to the Issuer and the Purchaser, not less than forty-five (45) days prior to the date selected for redemption; provided, however, that, if such redemption is pursuant to Section 2.10(a) or (b),

the Borrower shall also deliver a certificate of a Borrower Representative certifying that the conditions precedent to such redemption have been met, and that any conditions to such redemption set forth in a Continuing Covenant Agreement have been met. Notwithstanding the foregoing, the Borrower is not required to provide any notice of redemptions pursuant to Section 2.10(a) which are effected as required by Section 3.01(b) of the Continuing Covenant Agreement. A notice of optional redemption shall describe whether and the conditions under which the call for redemption shall be revoked. All Bonds properly called for redemption will cease to bear interest on the date fixed for redemption, provided funds for their redemption have been duly deposited with the Issuer and, thereafter, the Owners of such Bonds called for redemption shall have no rights in respect thereof except to receive payment of the redemption price from the Issuer and a new Bond for any portion not redeemed. On a date no later than the date fixed for redemption in such notice, the Borrower shall pay, on behalf of the Issuer, to the Owner moneys in an amount sufficient, together with other moneys, if any, held by the Owner and available for the redemption of the Bonds, to redeem the Bonds at the redemption price set forth above.

### **ARTICLE III**

#### **THE LOAN AND ACCOUNTS**

**Section 3.01. Loan of Bond Proceeds.** To provide funds for the Construction of the Project, the Issuer agrees that it will sell, issue and deliver the Bonds in the aggregate principal amount not to exceed \$3,500,000 to the Purchaser. The Issuer agrees, upon the terms and conditions contained in this Agreement, to lend to the Borrower the proceeds received by the Issuer from the sale of the Bonds. The Loan shall be made by depositing the proceeds from the initial sale of the Bonds in one or more Advances to be made into an account of the Borrower with the Purchaser. Such proceeds shall be disbursed to or on behalf of the Borrower as provided in Section 4.02.

**Section 3.02. Repayment of Loan.** The Borrower hereby agrees to repay the Loan by making the following payments:

(a) Subject to Section 3.06, the Borrower shall pay or cause to be paid, on behalf of the Issuer, to the Owner on or before any Interest Payment Date for the Bonds or any other date that any payment of interest, redemption premium, if any, or principal is required to be made in respect of the Bonds pursuant to this Agreement or pursuant to Section 3.01(b) of the Continuing Covenant Agreement, until the principal of, redemption premium, if any, and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with this Agreement, a sum which will enable the Issuer to pay the amount payable on such date as principal of (whether at maturity or upon redemption or acceleration or otherwise), redemption premium, if any, and interest on the Bonds as provided in herein.

It is understood and agreed that all payments payable by the Borrower under this Section 3.02 are assigned by the Issuer to the Owners of the Bond, as their interests may appear. The Borrower assents to such assignment. The Issuer hereby directs the Borrower, and the Borrower hereby agrees, to pay directly to the Owners, in immediately available

funds, all payments payable by the Borrower pursuant to this Section 3.02(a). The Issuer covenants that it will not pledge the payments payable by the Borrower under this Section 3.02 other than to secure the Bonds.

(b) The Borrower also shall pay or cause to be paid the reasonable fees and expenses of the Issuer and the Calculation Agent, such fees and expenses to be paid when due and payable by the Borrower directly to the Issuer and the Calculation Agent, respectively, for their own account. The Borrower also shall pay to the Purchaser any amounts owed to the Purchaser under the Continuing Covenant Agreement.

(c) The Borrower also shall pay or cause to be paid when due and payable the reasonable fees and expenses of the Issuer related to the Project and the issuance of the Bonds, including without limitation, attorneys' fees and expenses.

(d) In the event the Borrower shall fail to make any of the payments required in this Section 3.02, the item or installment so in default shall continue as an obligation of the Borrower shall bear interest at the Default Rate until the amount in default shall have been fully paid.

The Borrower shall pay a one-time issuance fee of \$30,000 to the Issuer prior to or contemporaneously with the issuance of the Bonds.

**Section 3.03. Security.** The Borrower hereby irrevocably pledges all Revenues to repayment of the principal and Purchase Price of, redemption premium, if any, and interest on the Bonds and grants a legally valid and binding and perfected first priority Lien on such Revenues to the Owners of the Bonds, subject to no Liens other than Permitted Liens.

**Section 3.04. Unconditional Obligations.** The obligation of the Borrower to make the payments required by Section 3.02 shall be absolute and unconditional. Except as expressly provided for herein, the Borrower shall pay all such amounts without abatement, diminution or deduction (whether for taxes or otherwise) regardless of any cause or circumstance whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim that the Borrower may have or assert against the Issuer, the Purchaser or any other Person.

**Section 3.05. Prepayments of Loan.** The Borrower may prepay all or any part of the amounts required to be paid by it under Section 3.02 (and thereby cause a redemption of Bonds) at the times and in the amounts provided in Section 2.10 for redemption of the Bonds, and in any such case, the Borrower shall cause to be furnished to the Owners, on behalf of the Issuer, such amounts on or prior to applicable redemption dates. The Borrower acknowledges and agrees that prepayment of all or any part of the Bonds may be subject to a Swap Termination Payment.

**Section 3.06. Swaps.** The Borrower may enter into a Swap relative to its obligation to pay interest under Section 3.02. The Borrower shall timely make to the Swap Provider all payments required by the Swap. The Borrower hereby grants a security interest in and to its interest in any Swap and all payments made thereunder, together with any proceeds thereof, to the Owners and the Swap Provider and such security interest shall constitute part of the security for the Bonds. The Borrower shall direct the Swap Provider to make all payments pursuant to the Swap directly to the Owners. To the extent a Periodic Swap Payment made by the Swap Provider

is actually received by the Owners, the Borrower shall receive a credit on that amount against its obligation to make an interest payment as required by Section 3.02.

## **ARTICLE IV**

### **CONSTRUCTION OF THE PROJECT**

**Section 4.01. Agreement to Undertake and Complete the Project.** The Borrower covenants and agrees to undertake and complete the Construction of the Project. Upon written request of the Issuer, the Borrower agrees to make available to the Issuer (for review and copying) all the then current Plans and Specifications for the Project. The Borrower shall obtain or cause to be obtained all necessary permits and approvals for the Construction, operation and maintenance of the Project.

The Borrower agrees to cause the Project to be completed as soon as may be practicable and in no event later than the Construction Completion Date and to cause all Bond Proceeds to be expended no later than three years from the Issue Date. For Costs of the Project incurred prior to receipt by the Issuer of the Bond Proceeds, the Borrower agrees to advance all funds necessary to reimburse the Issuer for such purpose. Such advances may be reimbursed to the extent permitted by the Code.

**Section 4.02. Advances of Loan Proceeds.** Each Advance for a Cost of the Project shall be made only upon the receipt by the Purchaser of a requisition and certificate, substantially in the form of Exhibit E (each, a "Requisition") signed by the Borrower Representative and approved by the Purchaser and otherwise meeting the requirements and conditions of the Continuing Covenant Agreement. The Issuer and the Borrower acknowledge and agree that the Purchaser shall not be obligated to make Advances except in accordance with the terms of this Agreement and the Continuing Covenant Agreement. Requisitions may be made at any time for any purpose permitted hereunder and under the Continuing Covenant Agreement.

The Borrower further agrees that it will not request any Advance which, if paid, would result in (i) less than substantially all (at least ninety five percent (95%)) of the Bond Proceeds being used to provide land or property subject to the allowance for depreciation under Section 167 of the Code, (ii) less than all of the Bond Proceeds being used for the Project under the Act, or (iii) the inclusion of the interest on any of the Bonds in the gross income of any Owner for purposes of federal income taxation. Notwithstanding the foregoing, the Borrower may request an Advance to pay costs of issuance with respect to the Bonds not to exceed in total 2% of the Bond Proceeds expected to be available to pay Costs of the Project.

**Section 4.03. Establishment of Completion Date and Certificate as to Completion.** Within thirty (30) days following the Construction Completion Date, the Borrower Representative shall sign and deliver to the Purchaser a certificate stating that, except for amounts retained by the Purchaser for Costs of the Project not then due and payable, or the liability for which the Borrower is, in good faith, contesting or disputing, (a) the Project has been completed to the satisfaction of the Borrower, and all labor, services, materials and supplies used in such Construction have been paid for, and (b) the Project is suitable and sufficient for the efficient operation as a "project" (as defined in the Act). Notwithstanding the foregoing, such certificate may state that it is given

without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

**Section 4.04. Borrower Required to Pay Costs in Event Bond Proceeds Insufficient.**

If the Bond Proceeds should not be sufficient to make payments of the Costs of the Project in full, the Borrower agrees to pay directly such costs of completing the Project as may be in excess of the Bond Proceeds. THE ISSUER DOES NOT MAKE ANY WARRANTY OR REPRESENTATION (EITHER EXPRESS OR IMPLIED) THAT THE BOND PROCEEDS WILL BE SUFFICIENT TO PAY ALL OF THE COSTS OF THE PROJECT OR THAT THE PROJECT WILL BE SUITABLE FOR THE PURPOSES OF THE BORROWER. If, after exhausting the Bond Proceeds for any reason, the Borrower pays, or deposits moneys in the Borrower's deposit account with the Purchaser for the payment of, any portion of the Costs of the Project pursuant to the provisions of this Section, the Borrower shall not be entitled to any reimbursement therefor from the Issuer, nor shall it be entitled to any diminution of the amounts payable under Section 3.02.

**Section 4.05. Borrower and Issuer Representatives and Successors.** At or prior to the initial sale of the Bonds, the Borrower and the Issuer shall appoint a Borrower Representative and an Issuer Representative, respectively, for the purpose of taking all actions and delivering all certificates required to be taken and delivered by the Borrower Representative and the Issuer Representative under the provisions of this Agreement. The Borrower and the Issuer, respectively, may appoint alternate Borrower Representatives and alternate Issuer Representatives to take any such action or make any such certificate if the same is not taken or made by the Borrower Representative or the Issuer Representative. In the event any of such persons, or any successor appointed pursuant to the provisions of this Section, should resign or become unavailable or unable to take any action or deliver any certificate provided for in this Agreement, another Borrower Representative or alternate Borrower Representative, or another Issuer Representative or alternate Issuer Representative, shall thereupon be appointed by the Borrower or the Issuer, respectively. If the Borrower or the Issuer fails to make such designation within ten (10) days following the date when the then incumbent Borrower Representative or Issuer Representative resigns or becomes unavailable or unable to take any such actions, the Chief Financial Officer of the Borrower, or the Mayor of the Issuer, shall serve as the Borrower Representative or the Issuer Representative, respectively.

Whenever the provisions of this Agreement require the Borrower's approval, require the Borrower to take some action at the request of the Issuer or require the Issuer to take some action at the request or direction of the Borrower, the Borrower Representative shall make such approval, request or direction in writing unless otherwise specified in this Agreement. Any action so taken with the written approval of or at the written direction of the Borrower Representative shall be binding upon the Borrower and the Issuer, the Calculation Agent, and the Purchaser shall be authorized to rely on any such approval or action.

Whenever the provisions of this Agreement require the Issuer's approval or require the Issuer to take some action at the request of the Borrower, such approval shall be made or such action shall be taken by the Issuer Representative and the Borrower, the Calculation Agent and the Purchaser shall be authorized to rely on any such approval or action.

**Section 4.06. Plans and Specifications.** The Borrower shall maintain a set of Plans and Specifications at the Project which shall be available to the Issuer and the Purchaser for inspection and examination during the Borrower's regular business hours. The Issuer and the Borrower agree that the Borrower may supplement, amend and add to the Plans and Specifications, and the Borrower may omit or make substitutions for components of the Project, without the approval of the Issuer, but subject to the requirements of the Continuing Covenant Agreement, including any required consent of the Purchaser, and, provided that no such change shall be made which, after giving effect to such change, would cause any of the representations and warranties set forth in Article VI to be false or misleading in any material respect, or would result in a violation of the covenant set forth in Section 10.04. If any such change would render materially incorrect or inaccurate the description of the initial components of the Project as previously described in writing by the Borrower to the Purchaser, the Borrower shall deliver to the Issuer and the Purchaser an Approving Opinion and thereafter, the Borrower, the Purchaser and the Issuer shall amend Exhibit F to this Agreement to reflect such change. No approvals of the Issuer shall be required for the Construction of the Project or for the solicitation, negotiation, award or execution of contracts relating thereto.

## **ARTICLE V**

### **CONDITIONS PRECEDENT TO PURCHASE OF BONDS**

**Section 5.01. Documentary Requirements.** The obligation of the Purchaser to purchase the Bonds is subject to the conditions precedent that the Purchaser shall have received, on or before the Closing Date, the items listed below in this Section, each dated and in form and substance as is satisfactory to the Purchaser. However, should the Purchaser purchase the Bonds prior to its receipt of and approval of any of the following items, such purchase shall not be deemed to be a waiver of any documentary requirement.

(a) Each of the items listed in Sections 4.01 and 4.02 of the Continuing Covenant Agreement.

(b) A certificate of the Governing Body of the Issuer certifying the names and signatures of the Persons authorized to sign, on behalf of the Issuer, this Agreement and the other Bond Documents to which it is a party and the other documents to be delivered by it hereunder or thereunder.

(c) An Opinion of Counsel given by Bond Counsel to the effect that the Bonds have been duly authorized and validly issued, that this Agreement creates a valid Lien on the Revenues and that interest on the Bonds will not be included in gross income of the Owners thereof for federal income tax purposes, and that the Bonds are "qualified tax-exempt obligations" under Section 265(b)(3) of the Code.

(d) A certificate of the Issuer, dated the Closing Date, stating that: (i) the representations and warranties of the Issuer contained in this Agreement and in the other Bond Documents to which it is a party are correct on and as of the Closing Date as though made on and as of such date; (ii) no petition by or against the Issuer has at any time been filed under the Bankruptcy Code or under any similar law; (iii) no Default or Event of

Default has occurred and is continuing, or would result from the Issuer's execution and performance of this Agreement or the other Bond Documents to which it is a party; (iv) all conditions precedent to the issuance of the Bonds have been satisfied and the Issuer has duly executed and delivered the Bonds to the Purchaser.

(e) Such other documents, instruments, approvals and, if reasonably requested by the Purchaser, certified duplicates of executed originals thereof, and opinions as the Purchaser may reasonably request.

**Section 5.02. Incorporation by Reference.** The conditions precedent contained in Article IV of the Continuing Covenant Agreement are hereby incorporated by reference and shall have the same force and effect as if set forth herein.

## **ARTICLE VI**

### **REPRESENTATIONS AND WARRANTIES OF BORROWER**

The Borrower represents and warrants as of the Closing Date as follows, which representations and warranties shall survive the execution of this Agreement:

**Section 6.01. Organization; Power; Qualification.** The Borrower (a) is a not for profit corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation, (b) has the power and authority to own its Properties and to carry on its businesses as now being conducted and as currently contemplated to be conducted hereafter and (c) is duly qualified and authorized to do business in each jurisdiction in which the character of its Properties or the nature of its business requires such qualification and authorization, except where the failure to be so authorized and qualified would not have a Material Adverse Effect (as defined in the Continuing Covenant Agreement).

**Section 6.02. Authorization; Enforceability.** The Borrower has the right, power and authority and has taken all necessary corporate and other action to authorize the execution, delivery and performance of this Agreement and each of the other Bond Documents to which it is a party in accordance with their respective terms. This Agreement and each of the other Bond Documents to which it is a party have been duly executed and delivered by the duly authorized officers of the Borrower, and each such document constitutes the legal, valid and binding obligation of the Borrower enforceable in accordance with its terms, except as such enforceability may be limited by (a) the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally, and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

**Section 6.03. Noncontravention.** The execution, delivery and performance by the Borrower of this Agreement and each of the other Bond Documents to which it is a party, in accordance with their respective terms, and the transactions contemplated hereby and thereby do not and will not (a) contravene or conflict with the Borrower's articles of incorporation, by-laws or other organizational documents, (b) require any consent or approval of any creditor of the Borrower, (c) violate any Applicable Law (including, without limitation, Regulations G, T, U or X of the Board of Governors of the Federal Reserve System, or any successor regulations), (d)



conflict with, result in a breach of or constitute a default under any Contract to which the Borrower is a party or by which it or any of its Property may be bound or (e) result in or require the creation or imposition of any Lien upon any Property now owned or hereafter acquired by the Borrower except such Liens, if any, expressly created by this Agreement or the other Bond Documents.

**Section 6.04. Governmental Approvals.** No further authorizations, consents or approvals of Governmental Authorities are required in connection with the execution and delivery by the Borrower of this Agreement or the other Bond Documents to which the Borrower is a party or in connection with the carrying out by the Borrower of its obligations under this Agreement or the other Bond Documents to which the Borrower is a party.

**Section 6.05. Litigation.** There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any Governmental Authority pending, or, to the best knowledge of the Borrower, threatened against or affecting the Borrower wherein an unfavorable decision, ruling or finding would adversely affect (i) the transactions contemplated by, or the validity or enforceability of, the Bond Documents or (ii) the tax-exempt status of interest on the Bonds.

**Section 6.06. Title to Properties.** The Borrower has good, marketable title to or a leasehold interest in its Property. None of the Property of the Borrower is subject to any Lien, except Permitted Liens. The Borrower has complied with all obligations under all leases to which it is a party and under which it is in occupancy, and all such leases are in full force and effect. The Borrower enjoys peaceful and undisturbed possession under all such leases.

**Section 6.07. Absence of Defaults and Events of Default.**

(a) No Default or Event of Default has occurred and is continuing.

(b) No defaults by the Borrower or any of its Affiliates exist under any Contracts or judgments, decrees or orders, except for defaults that, singly or in the aggregate, have not had and will not have a Material Adverse Effect (as defined in the Continuing Covenant Agreement) or an adverse effect on the Borrower or the Borrower's ability to perform its obligations under this Agreement or any of the other Bond Documents.

**Section 6.08. Income Tax Status.** The Borrower is an organization described in Section 501(c)(3) of the Code, is not a "private foundation" as defined by Section 509(a) of the Code and is exempt from federal income tax under Section 501(a) of the Code, except for taxes imposed on unrelated business income pursuant to Section 511 of the Code. The Borrower has not received any notice from the Internal Revenue Service that its respective returns are being audited or its respective status as an organization described in Section 501(c)(3) of the Code is being investigated or challenged. The Borrower is in continued compliance with all requirements of such status. The Borrower has not taken any action or omitted to take any action, and to the best of its knowledge, knows of no action taken or omitted to be taken by any other Person, which action, if taken or omitted, could adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes or the exemption of such interest from State personal income taxes.

**Section 6.09. Regarding the Project.**

(a) The Project is suitable for or used in connection with the business of the Borrower, and the estimated Cost of the Project to be financed through the Loan is not less than \$3,500,000.

(b) The financing of the Project as provided under this Agreement and commitments therefor made by the Issuer have induced the Borrower to expand or locate its operations in the jurisdiction of the Issuer.

(c) The Borrower anticipates that upon completion of the Construction of the Project, the Borrower will operate the Project until the Bonds have been paid in full.

(d) The Project is of the type authorized and permitted by the Act and the Project is substantially the same in all material respects to that described in the notice of public hearing published on December 5, 2018.

(e) The Borrower will cause all of the proceeds of the Bonds to be applied solely to the payment of Costs of the Project, and not more than 5% of the Project financed with the proceeds of the Bonds shall be used in any “unrelated trade or business” of the Borrower within the meaning of Section 513(a) of the Code.

(f) The Borrower presently in good faith estimates the Costs of the Project to equal or exceed the original principal amount of the Bonds.

(g) The acquisition, construction and equipping of the Project will provide additional industrial facilities within the boundaries of the State and the Issuer which will assist in the creation and preservation of jobs. The undertaking of the financing of the Project and the loan of the proceeds of the Bonds has constituted an inducement to the Borrower to construct and equip and operate the Project in the Village.

**Section 6.10. Tax-Exempt Status of the Bonds.** The Borrower has taken no action, and has not omitted to take any action, which action or omission would in any way affect or impair the excludability of interest on the Bonds from gross income of the Owners thereof for federal income tax purposes.

## ARTICLE VII

### REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE ISSUER

The Issuer represents, warrants, covenants and agrees as of the Closing Date that:

**Section 7.01. Organization; Power; Qualification.** The Issuer is a political subdivision duly organized and existing under and pursuant to the Constitution and laws of the State, including the Act, and is authorized by the Act to execute and to enter into this Agreement and the other Bond Documents to which it is a party and to undertake the transactions contemplated herein and therein and to carry out its obligations hereunder and thereunder.

**Section 7.02. Authorization of Bond Documents.** The Issuer has all requisite power, authority and legal right to execute and deliver the Bond Documents to which it is a party and all

other instruments and documents to be executed and delivered by the Issuer pursuant thereto, to perform and observe the provisions thereof and to carry out the transactions contemplated by the Bond Documents. All action on the part of the Issuer which is required for the execution, delivery, performance and observance by the Issuer of the Bond Documents has been duly authorized and effectively taken, and such execution, delivery, performance and observation by the Issuer do not contravene Applicable Law or any contractual restriction binding on or affecting the Issuer.

**Section 7.03. Enforceability.** This Agreement is, and each other Bond Document to which the Issuer is a party when delivered will be, legal, valid and binding special obligations of the Issuer enforceable against the Issuer in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally.

**Section 7.04. Governmental Approvals.** The Issuer has duly approved the issuance of the Bonds and the Loan of the proceeds thereof to the Borrower for the Construction of the Project; no other authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required as a condition to the performance by the Issuer of its obligations under any Bond Documents.

**Section 7.05. No Default.**

(a) There is no default of the Issuer in the payment of the principal of or interest on any of its indebtedness for borrowed money or under any instrument or instruments or agreements under and subject to which any indebtedness for borrowed money has been incurred which does or could affect the validity and enforceability of the Bond Documents or the ability of the Issuer to perform its obligations hereunder or thereunder, and no event has occurred and is continuing under the provisions of any such instrument or agreement which constitutes or, with the lapse of time or the giving of notice, or both, would constitute such a default.

(b) The Issuer is not in default under any of the provisions of the laws of the State, where any such default would affect the issuance, validity or enforceability of the Bonds or the transactions contemplated by the Bond Documents to which it is a party.

**Section 7.06. Obligations of Issuer.** With respect to the Bonds, there are no other obligations of the Issuer that have been, are being or will be (i) sold at substantially the same time, (ii) sold pursuant to the same plan of financing, and (iii) reasonably expected to be paid from substantially the same source of funds

**Section 7.07. Noncontravention.** The execution, delivery and performance of this Agreement, the Bond and each of the other Bond Documents in accordance with their respective terms do not and will not (a) contravene the Act, (b) require any consent or approval of any creditor of the Issuer, (c) violate any Applicable Law (including, without limitation, Regulations G, T, U or X of the Board of Governors of the Federal Reserve System, or any successor regulations) or (d) conflict with, result in a breach of or constitute a default under any Contract to which the Issuer is a party or by which it may be bound.

**Section 7.08. Compliance with Law.** In connection with the authorization, issuance and sale of the Bonds, the Issuer has complied with all provisions of the Constitution and laws of the State, including the Act.

**Section 7.09. Litigation.** There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending, or, to the best knowledge of the Issuer, threatened against or affecting the Issuer wherein an unfavorable decision, ruling or finding would adversely affect (i) the transactions contemplated by, or the validity or enforceability of, the Bonds and the other Bond Documents to which it is a party or (ii) the tax-exempt status of interest on the Bonds.

**Section 7.10. Security.** The Issuer has not assigned or pledged and will not assign or pledge its interest in this Agreement for any purpose other than to secure the Bonds. The Bonds constitute the only bonds or other obligations of the Issuer in any manner payable from the Revenues, and except for the Bonds, no bonds or other obligations have been or will be issued on the basis of this Agreement.

**Section 7.11. Blue Sky.** No representation is made herein as to compliance with the securities or “blue sky” laws of any jurisdiction.

**Section 7.12. Pending Legislation and Decisions.** There is no amendment, or to the actual knowledge of the Issuer, proposed amendment to the Constitution of the State or any State law or any administrative interpretation of the Constitution of the State or any State law, or any legislation that has passed either house of the legislature of the State, or any judicial decision interpreting any of the foregoing, the effect of which will materially adversely affect the issuance of the Bond, the security for the Bond or the Issuer’s obligations hereunder or under any of the other Bond Documents, or the Issuer’s ability to repay when due its obligations under this Agreement, the Bond and the other Bond Documents.

**Section 7.13. Tax Covenants of the Issuer.**

(a) The Issuer covenants and agrees as follows: (i) the Issuer will not knowingly take or permit any action to be taken that would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds and, if it should take or permit any such action, the Issuer shall take all lawful actions within its power and control to rescind such action promptly upon having knowledge thereof; and (ii) the Issuer will take such action or actions, including amending this Agreement, as may be reasonably necessary in the opinion of Bond Counsel to comply fully with all Applicable Laws, policies, procedures or other official statements promulgated or, to the extent necessary in the opinion of Bond Counsel, proposed, by the United States Treasury or the Internal Revenue Service pertaining to obligations described in Section 103 of the Code.

(b) The Issuer covenants and agrees that it has not taken or permitted to be taken any action which will cause the interest on the Bonds to become includable in gross income for federal income tax purposes; provided that none of the covenants and agreements contained in this Section 7.13 will require the Issuer to enter an appearance or intervene in any administrative, legislative or judicial proceeding in connection with any changes in

Applicable Laws or in connection with any generally applicable decisions of any Governmental Authority affecting the exclusion from gross income for federal income tax purposes of interest on the Bond; and provided further that the Issuer's responsibilities, if any, pursuant to this paragraph shall be limited to actions within its control.

## **ARTICLE VIII**

### **MAINTENANCE AND TAXES**

**Section 8.01. Borrower's Obligations to Maintain and Repair.** The Borrower agrees that during the term of this Agreement it will keep and maintain all of its material properties and equipment (including the Facilities) necessary to the operation of its business in good condition, repair and working order, ordinary wear and tear excepted, at its own cost, and will make or cause to be made from time to time all repairs thereto (including external and structural repairs) and renewals and replacements thereto necessary for the operation thereof.

**Section 8.02. Taxes and Other Charges.** The Borrower will promptly pay and discharge or cause to be promptly paid and discharged, as the same become due, all taxes, assessments, governmental charges or levies and all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Facilities imposed upon it or in respect of the Facilities before the same shall become in default, as well as all lawful claims which, if unpaid, might become a lien or charge upon such property and assets or any part thereof, except such that are contested in good faith by the Borrower for which the Borrower has maintained adequate reserves satisfactory to the Purchaser.

## **ARTICLE IX**

### **INSURANCE**

**Section 9.01. Insurance.** The Borrower will, during the term of this Agreement and at all times while any Bonds are outstanding, continuously maintain casualty and liability insurance on the Facilities in amounts and covering such risks as are customarily insured against by businesses of like size and type, paying as the same become due all premiums in respect thereof. In addition the Borrower shall comply, or cause compliance, with applicable worker's compensation laws of the State.

## **ARTICLE X**

### **SPECIAL COVENANTS**

**Section 10.01. Access to the Facilities and Inspection.** The Issuer and the Purchaser, and their respective agents and employees, shall have the right, at all reasonable times during normal business hours of the Borrower upon the furnishing of reasonable notice to the Borrower under the circumstances, to enter upon and examine and inspect the Project and to examine and copy the books and records of the Borrower insofar as such books and records relate to Costs of the Project or the Bond Documents; provided, however, that only one such examination and

inspection in any twelve (12) month period may be conducted at Borrower's expense, unless there is any then existing and continuing Event of Default, in which event such limitation shall not apply.

**Section 10.02. Further Assurances and Corrective Instruments.** Subject to the provisions of this Agreement, the Issuer and the Borrower agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements and amendments hereto and such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement or the transactions contemplated hereby.

**Section 10.03. Recording and Filing; Other Instruments.** The Borrower shall cause this Agreement and all necessary financing statements (including continuation statements) to be recorded and filed in such manner and in such places as may be required by the Issuer or the Purchaser to fully preserve and protect the security of the Owners and the rights of the Purchaser and to perfect any security interest created by this Agreement. The Borrower covenants that it will cause continuation statements to be filed as required by the Issuer or the Purchaser in order fully to preserve and to protect the rights of the Purchaser or the Issuer in the assignment of certain rights of the Issuer under this Agreement. The Borrower and the Issuer shall execute and deliver all instruments and shall furnish all information and evidence deemed necessary or advisable in order to enable the Borrower to fulfill its obligations as provided in this Section. The Borrower shall file and re-file and record and re-record or shall cause to be filed and re-filed and recorded and re-recorded all instruments required by the Issuer or the Purchaser to be filed and re-filed and recorded and re-recorded and shall continue or cause to be continued the liens of such instruments for so long as any of the Bonds shall be Outstanding and any other amounts remain due and payable under the Continuing Covenant Agreement.

**Section 10.04. Tax-Exempt Status.** The Borrower covenants and agrees that it has not taken and will not take or cause to be taken, and has not omitted and will not omit or cause to be omitted, any action which will result in interest paid on the Bonds being included in gross income of the Owners of the Bonds for the purposes of federal income taxation.

The Borrower covenants and agrees that it will take or cause to be taken all required actions necessary to preserve the exclusion from gross income for federal income tax purposes of interest on the Bonds; and the Issuer covenants and agrees that it will take or cause to be taken all required actions to preserve the exclusion from gross income for federal income tax purposes of interest on the Bonds; provided that the Issuer has no obligation or responsibility to direct or cause the Borrower to take any action.

**Section 10.05. Indemnity Against Claims.** The Borrower will pay and discharge and will indemnify and hold harmless the Issuer and the Purchaser, and their respective directors, members, officers, employees and agents, from any taxes, assessments, impositions and other charges in respect of the Project. If any such claim is asserted, or any such lien or charge upon payments, or any such taxes, assessments, impositions or other charges, are sought to be imposed, the Issuer or the Purchaser, as the case may be, will give prompt written notice to the Borrower; provided, however, that the failure to provide such notice will not relieve the Borrower of the Borrower's obligations and liability under this Section and will not give rise to any claim against or liability of the Issuer or the Purchaser. The Borrower shall have the sole right and duty to

assume, and shall assume, the defense thereof, with counsel acceptable to the Person on behalf of whom the Borrower undertakes a defense, with full power to litigate, compromise or settle the same in its sole discretion.

**Section 10.06. Release and Indemnification.** The Borrower shall at all times protect, indemnify and hold the Issuer and the Governing Body, and their respective members, directors, officers, employees, attorneys and agents, harmless against any and all liability, losses, damages, costs, expenses, taxes, causes of action, suits, claims, demands and judgments of any nature arising from or in connection with the Construction of the Project or the use or occupancy of the Facilities, including, without limitation, all claims or liability resulting from, arising out of or in connection with the acceptance or administration of the Bond Proceeds or Bond Documents or the trusts thereunder or the performance of duties under the Bond Documents or any loss or damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Project or the use thereof, including without limitation any lease thereof or assignment of any interest in this Agreement, such indemnification to include the reasonable costs and expenses of defending itself or investigating any claim of liability and other reasonable expenses and attorneys' fees incurred by the Issuer and the Governing Body, and their respective members, directors, officers, employees, attorneys and agents, in connection therewith, provided that the benefits of this Section shall not inure to any Person other than the Issuer, the Governing Body, and their respective members, directors, officers, employees, attorneys and agents, and provided further that such loss, damage, death, injury, claims, demands or causes shall not have resulted from the gross negligence or willful misconduct of, the Issuer, the Governing Body or such members, directors, officers, employees, attorneys and agents. The obligations of the Borrower under this Section shall survive the termination of this Agreement.

**Section 10.07. Non-Arbitrage Covenant.**

(a) The Borrower and the Issuer covenant that they will (i) not take, or fail to take, any action or make any investment or use of the proceeds of the Bonds that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and (ii) comply with the requirements of Section 148 of the Code.

(b) In the event that all of the proceeds of the Bonds, including the investment proceeds thereof, are not expended by the date which is six (6) months following the Issue Date, or if for any other reason a rebate is payable to the United States pursuant to Section 148 of the Code, the Borrower shall calculate, or cause to be calculated, the amount of the required rebate to the United States of America, as described in the Tax Certificate (the "Rebate Amount"). The Borrower agrees to pay the amount so calculated, together with supporting documentation, to the Purchaser so as to permit the Purchaser to pay such rebate to the United States of America at the times required by the Code. The amount paid by the Borrower to the Purchaser shall be deposited into a special fund designated as the Rebate Fund, which shall be created and maintained in accordance with the terms of the Tax Certificate. The Borrower shall maintain or cause to be maintained records of the determinations of the rebate, if any, pursuant to this Section 10.07(b) until six (6) years after the retirement of the Bonds. This Section 10.07(b) shall be construed in accordance with Section 148(f) of the Code, including, without limitation, any applicable tax regulations promulgated under the Code. Nothing contained in this Agreement shall be

interpreted or construed to require the Issuer to pay any applicable rebate, such obligation being the sole responsibility of the Borrower. The Borrower shall pay all fees, costs and expenses associated with calculation of the Rebate Amount and upon request from the Issuer provide the Issuer with a copy of such calculation. The Issuer covenants that, if so requested by the Borrower, it shall execute any form required to be signed by an issuer of tax-exempt bonds in connection with the payment of any rebate or the recovery of overpayment of any rebate amount under the Code (including Internal Revenue Service Form 8038-T and Internal Revenue Service Form 8038-R). The Borrower shall supply all information required to be stated in such form and shall prepare such form. Except for the execution and delivery of such form upon timely presentation by the Borrower, the Issuer shall have no responsibility for such form or the information stated thereon.

**Section 10.08. Notice of Determination of Taxability.** Promptly after the Borrower first becomes aware of the occurrence of a Determination of Taxability or a Bank Qualified Adjustment Date or an event that could trigger the occurrence of a Determination of Taxability or a Bank Qualified Adjustment Date, the Borrower shall give written notice thereof to the Issuer and the Purchaser.

**Section 10.09. Duties and Obligations.** The Borrower covenants and agrees that it will fully and faithfully perform all the duties and obligations that the Issuer has covenanted and agreed in this Agreement to cause the Borrower to perform and any duties and obligations that the Borrower is required to perform. The foregoing shall not apply to any duty or undertaking of the Issuer that by its nature cannot be delegated or assigned.

**Section 10.10. Financial Statements.** The Borrower shall, upon request, deliver to the Purchaser and the Issuer as soon as practicable and in any event within 120 days after the end of each Fiscal Year, the audited financial statements of the Borrower for such Fiscal Year.

**Section 10.11. Compliance with Laws.** The Borrower shall comply with all Applicable Laws.

**Section 10.12. Maintenance of Existence.** The Borrower agrees that it will maintain its organizational existence, will not dissolve or otherwise dispose of all or substantially all of its Property and will not consolidate with or merge into another Person or permit one or more other Persons to consolidate with or merge into it, except in strict compliance with the terms of Applicable Law and the Continuing Covenant Agreement.

## **ARTICLE XI**

### **ASSIGNMENT, LEASE AND SALE**

**Section 11.01. Restrictions on Transfer of Issuer's Rights.** The Issuer agrees that, except for the assignment of certain of its rights, title and interests under this Agreement to the Purchaser, it will not during the term of this Agreement sell, assign, transfer or convey its rights, title and interests in this Agreement except for the Current Lease (as defined in the Continuing Covenants Agreement) and as provided in Section 11.02.



**Section 11.02. Assignment of Agreement by the Borrower or Lease or Sale of Project.**

All or a portion of the rights, duties and obligations of the Borrower under this Agreement may not be assigned by the Borrower and the Project may not be leased or sold as a whole or in part by the Borrower, without the consent of the Issuer and the Purchaser, which consent may be granted or withheld in either of their sole discretion and which consent may be conditioned on such matters as either of them may require.

**Section 11.03. Assumption of Agreement by Purchaser of Project Upon Foreclosure.**

With the prior written consent of the Issuer, any Person who purchases the Project upon foreclosure may assume the Borrower's rights, duties and obligations hereunder by delivering to the Issuer and the Purchaser, (a) a written assumption of such rights, duties and obligations satisfactory in form and substance to the Issuer and the Purchaser, and (b) an Approving Opinion, satisfactory in form and substance to the Issuer and the Purchaser. From and after the date of such assumption, the Borrower shall be deemed to be released from its rights, duties and obligations hereunder and all references to the "Borrower" in this Agreement, the other Bond Documents and the Bonds shall mean the Person who purchased the Project upon foreclosure.

**ARTICLE XII**

**EVENTS OF DEFAULT**

**Section 12.01. Events of Default.** The term "Event of Default" shall mean any one or more of the following events:

(a) Failure by the Borrower to make any payment required to be paid pursuant to Section 3.02;

(b) The occurrence of an Event of Default under the Continuing Covenant Agreement;

(c) Any representation or warranty made or deemed made by or on behalf of the Issuer or the Borrower contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement proves false or misleading in any material respect as of the date of the making or furnishing thereof;

(d) Failure by the Issuer to observe or perform any of its other covenants, conditions, payments or agreements under this Agreement or the Bond for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Issuer and the Borrower by the Borrower or the Purchaser;

(e) Failure by the Borrower to observe or perform any of its other covenants, conditions, payments or agreements under this Agreement (other than as described in Sections 12.01(a) or 12.01(b)) for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower by the Issuer or the Purchaser;

(f) The Borrower shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, assignee, sequestrator, trustee, liquidator or

similar official of the Borrower of all or a substantial part of its property, (ii) admit in writing its inability, or be generally unable, to pay its debts as such debts become due, (iii) make a general assignment for the benefit of its creditors, (iv) commence a voluntary case under the Bankruptcy Code (as now or hereafter in effect), (v) file a petition seeking to take advantage of any other federal or state law relating to bankruptcy, insolvency, reorganization, arrangement, winding-up or composition or adjustment of debts, (vi) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against the Borrower in an involuntary case under the Bankruptcy Code, or (vii) take any corporate action for the purpose of effecting any of the foregoing; or

(g) A proceeding or case shall be commenced, without the application or consent of the Borrower, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, arrangement, dissolution, winding-up, composition or adjustment of debts of the Borrower, (ii) the appointment of a trustee, receiver, custodian, assignee, sequestrator, liquidator or similar official of the Borrower or of all or any substantial part of its assets, or (iii) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, arrangement, winding-up, composition or adjustment of debts or an order for relief against the Borrower shall be entered in an involuntary case under the Bankruptcy Code.

## **Section 12.02. Rights and Remedies.**

(a) Upon the occurrence of an Event of Default, the Purchaser (i) may by notice to the Issuer and the Borrower, declare the obligations of the Issuer under the Bond and the obligations of the Borrower hereunder, under the Loan and under the Continuing Covenant Agreement to be immediately due and payable, and the same shall thereupon become immediately due and payable (provided that, the obligations of the Issuer and the Borrower shall be and become automatically and immediately due and payable without such notice upon the occurrence of an Event of Default described in Section 12.01(f) or (g)), without demand, presentment, protest or further notice of any kind, all of which are hereby expressly waived by the Issuer and the Borrower; (ii) may cure any default, event of default or event of nonperformance under this Agreement or any of the other Bond Documents (in which event the Borrower shall reimburse the Purchaser therefor pursuant to the Continuing Covenant Agreement); (iii) may exercise its banker's lien or right of set off, (iv) may proceed to protect its rights by suit in equity, action at law or other appropriate proceedings, whether for specific performance of any covenant or agreement of the Issuer or the Borrower herein contained or in and of the exercise of any power or remedy granted to the Purchaser hereunder or under any of the Bond Documents and/or (v) may exercise any other rights or remedies available under any Bond Document, any other agreement or at law or in equity. The rights and remedies of the Purchaser specified herein are for the sole and exclusive benefit, use and protection of the Purchaser, and the Purchaser is entitled, but shall have no duty or obligation to the Issuer, the Borrower or otherwise, (A) to exercise or to refrain from exercising any right or remedy reserved to the Purchaser, or (B) to cause any other party to exercise or to refrain from exercising any right or remedy available to it under any of the Bond Documents.

(b) From and after the occurrence of an Event of Default, all amounts owing to the Purchaser hereunder, under the Bond or under the other Bond Documents shall, upon written notice to the Borrower, accrue interest daily at the Default Rate. Interest accruing at the Default Rate shall be due and payable on demand.

(c) If the Purchaser shall have elected in its sole discretion the remedy set forth in Section 12.02(a)(i), the Issuer and the Borrower shall immediately pay all amounts outstanding hereunder, under the Bond and under the other Bond Documents.

**Section 12.03. Application of Moneys.** All of the moneys realized through the exercise of the remedies provided in Section 12.02 shall be used to pay principal and Purchase Price of and interest on the Bonds then due or overdue and costs incurred in the collection thereof (including reasonable attorneys' fees). If the available moneys are not sufficient on any payment date to pay principal and Purchase Price of and interest on the Bonds then due or overdue and costs incurred in the collection thereof (including reasonable attorneys' fees), they shall be applied first to the payment of costs incurred in the collection thereof (including reasonable attorneys' fees), second to interest then due on the Bonds, in the order of maturity of the installments of such interest, third to the payment of the unpaid principal or Purchase Price of the Bonds which shall have become due, by reason of maturity, redemption, acceleration or otherwise and, fourth to the payment of any other amounts owed by the Borrower to the Purchaser pursuant to the Bond Documents.

**Section 12.04. No Waiver; Remedies.** No failure on the part of the Purchaser to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver of such right, power or privilege; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other further exercise of such right, power or privilege or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law or which the Purchaser would otherwise have.

## ARTICLE XIII

### MISCELLANEOUS

**Section 13.01. Amendments and Waivers.** No amendment or waiver of any provision of this Agreement nor consent to any departure by the Borrower or the Issuer from any such provision shall in any event be effective unless the same shall be in writing and signed by the Purchaser. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. In the event any agreement contained in this Agreement should be breached by the Borrower or the Issuer and thereafter waived by the Purchaser, such waiver shall be limited to the particular breach so waived for the specific period set out in such waiver and such waiver shall not constitute a waiver of such breach for any other period and shall not waive any other or similar breach hereunder.

**Section 13.02. Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 13.03. Notices.** Except as otherwise provided herein, all notices, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed to have been given when the writing is delivered if given or delivered by hand, overnight delivery service or facsimile transmitter (with confirmed receipt) or email to the address or facsimile number set forth below and shall be deemed to have been given on the date deposited in the mail, if mailed, by first-class, registered or certified mail, postage prepaid, addressed as set forth below or, if by overnight delivery, on the date of first attempted delivery and, if by hand delivery, facsimile, or email, when actually delivered. Where required herein, notice shall be given by telephone, and promptly confirmed in writing, and shall be deemed given when given by telephone to the telephone numbers set forth below. The Issuer, the Borrower, the Calculation Agent and the Purchaser may, by written notice given hereunder, designate any different addresses, phone numbers and facsimile numbers to which subsequent notices, certificates, approvals, consents, requests or other communications shall be sent.

To the Issuer: Village of Burr Ridge  
7660 County Line Road  
Burr Ridge, Illinois 60527  
Attention: Doug Pollock, Village Administrator  
Telephone: (630) 654-8181  
Facsimile: (630) \_\_\_\_\_  
E-Mail: dpollock@burr-ridge.org

To the Borrower: King-Bruwaert House  
6101 S. County Line Road  
Burr Ridge, Illinois 60527  
Attention: Adrian Goetz, Chief Financial Officer  
Telephone: (630) 323-2250  
Facsimile: (630) 655-8179  
E-Mail: AdrianG@kbhouse.org

To the Purchaser: The Northern Trust Company  
One Oakbrook Terrace  
Oakbrook Terrace, Illinois 60181  
Attention: Brian Giegrich, Vice President  
Telephone: (630) 932-6902  
Facsimile: (630) \_\_\_\_\_  
E-Mail: bjg7@ntrs.com

[To the Calculation Agent:  
Attention:  
Telephone:  
Facsimile:  
E-Mail:]

**Section 13.04. Severability.** If any provision of this Agreement is held to be in conflict with any applicable statute or rule of law or is otherwise held to be unenforceable for any reason whatsoever, such circumstances shall not have the effect of rendering the other provision or

provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or Sections of this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

**Section 13.05. Payments Due on Non-Business Days.** In any case where the date of maturity of interest on or redemption premium, if any, or principal of the Bonds or the date fixed for redemption or purchase of any Bonds shall not be a Business Day, then payment of such Purchase Price, interest, redemption premium or principal, unless otherwise provided herein, need not be made on such date but shall be made on the immediately succeeding Business Day, with the same force and effect as if made on the date of maturity or the date fixed for redemption, and, in the case of such payment, no interest shall accrue for the period from and after such date.

**Section 13.06. Liability of the Purchaser.** Neither the Purchaser nor any of its officers, directors, employees or agents shall be liable or responsible for any of the following: (i) the use that may be made of the Bond Proceeds, the Loan or any amounts made available by the Purchaser hereunder or for any acts or omissions of the Issuer or the Borrower in connection therewith; or (ii) the validity, sufficiency or genuineness of documents, or of any endorsement(s) thereon, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged. In furtherance and not in limitation of the foregoing, the Purchaser may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary.

**Section 13.07. Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State.

**Section 13.08. Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Agreement.

**Section 13.09. Successors and Assigns.** This Agreement is a continuing obligation and shall be binding upon and inure to the benefit of the Issuer, the Borrower, the Purchaser and their respective successors, endorsees and assigns (but no other Person shall have any benefit, right or interest under or because of this Agreement), except that neither the Issuer nor the Borrower may assign or transfer its rights or obligations hereunder without the prior written consent of the Purchaser.

**Section 13.10. Complete and Controlling Agreement.** This Agreement and the other Bond Documents completely set forth the agreements among the Issuer, the Purchaser and the Borrower and fully supersede all prior agreements, both written and oral, among the Purchaser, the Issuer and the Borrower relating to all matters set forth herein and in the Bond Documents.

**Section 13.11. Contractual Interpretation.** The parties acknowledge that they have read and fully understand the terms of this Agreement, have consulted with such attorneys, accountants, advisors, or other professionals as they have deemed appropriate prior to executing this Agreement with adequate opportunity and time for review thereof, and are fully aware of its contents and of its legal effect. Accordingly, neither this Agreement nor any ambiguity herein shall be construed

against any party on the grounds that such party drafted this Agreement and instead, this Agreement shall be interpreted as though drafted equally by all parties.

**Section 13.12. Electronic Signatures.** The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or “printouts,” if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, “electronic signature” means a manually signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an e mail message; and, “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

**Section 13.13. Third Party Beneficiaries.** The Owners shall be third party beneficiaries of this Agreement, and as such also agree and contract with the parties hereto to carry out all of their obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Financing Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

VILLAGE OF BURR RIDGE, DUPAGE AND  
COOK COUNTIES, ILLINOIS

By: \_\_\_\_\_  
Its: Acting Mayor

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Its: Village Clerk

[Signatures continued on following page]

[Signature page to Financing Agreement]

KING-BRUWAERT HOUSE

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

[Signatures continued on following page]



[Signature page to Financing Agreement]

THE NORTHERN TRUST COMPANY, as  
Purchaser

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

## EXHIBIT A

### INTEREST RATE PROVISIONS

**Section 1.01. Definitions.** In addition to words and terms defined elsewhere in the Agreement, for the purposes of calculating the interest rate on the Bonds, the following words and terms as used in the Agreement, the recitals thereto and this Exhibit A shall have the following meanings unless the context or use clearly indicates another or different meaning or intent.

*“Applicable Factor”* means 75%.

*“Applicable Spread”* means 225 basis points (2.25%).

*“Bank Qualified Adjustment Date”* means the date of (a) any determination, decision, decree or advisement by the Commissioner of Internal Revenue, or any District Director of Internal Revenue or any court of competent jurisdiction to the effect that the Bonds no longer qualify as a “qualified tax-exempt obligation” under Section 265(b)(3) of the Code, or (b) the delivery to the Purchaser or the Issuer of an Opinion of Counsel delivered by Bond Counsel to the effect that the Bonds no longer qualify as a “qualified tax-exempt obligation” under Section 265(b)(3) of the Code.

*“Bank Qualified Adjustment Rate”* means the interest rate per annum, which would be determined if the Applicable Factor was \_\_\_% and the Applicable Spread was 225 basis points (2.25%).

*“Northern Trust Company”* means The Northern Trust Company, and its successors and assigns.

*“Bond Interest is Taxable”* means that interest paid or to be paid on a Bond is or will be includable for federal income tax purposes in the gross income of the Purchaser or any other Owner thereof, but excluding the inclusion of interest on such Bond as an item of tax preference for purposes of the calculation of an alternative minimum tax imposed on the Purchaser or such other Owner.

*“Calculation Agent”* means Northern Trust Company, and if Northern Trust Company shall decline to act as Calculation Agent, means any other Person appointed by the Borrower, with the consent of the Purchaser in its sole discretion, to serve as calculation agent for the Bonds.

*“Computation Date”* means the Issue Date and thereafter the London Business Day preceding each LIBOR Index Reset Date.

*“Determination of Taxability”* means (a) any determination, decision, decree or advisement by the Commissioner of Internal Revenue, or any District Director of Internal Revenue or any court of competent jurisdiction to the effect that Bond Interest is Taxable, or (b) the delivery to the Purchaser or any Owner of an Opinion of Counsel, delivered by Bond Counsel, to the effect that Bond Interest is Taxable. A Determination of Taxability also shall be deemed to have occurred on the first to occur of the following:

(i) the date when the Borrower files any statement, supplemental statement, or other tax schedule, return or document, which discloses that Bond Interest is Taxable;

(ii) the effective date of any federal legislation enacted or federal rule or regulation promulgated after the date of this Agreement which has the effect that Bond Interest is Taxable; or

(iii) if upon sale, lease or other deliberate action within the meaning of Treas. Reg. § 1.141-2(d), the failure to receive an Approving Opinion.

*“Interest Payment Date”* means the 10th day of each calendar month and the Maturity Date.

*“LIBOR Index”* means, for any date of determination, the per annum rate of interest determined on the basis of the rate on deposits in United States dollars of amounts equal to or comparable to the Principal Amount, offered for a term of one month, which rate appears on the display designated as Reuters Screen LIBOR01 Page (or any successor page), determined as of approximately 11:00 a.m., London time, on each Computation Date for effect on the immediately succeeding LIBOR Index Reset Date, or if such rate is not available, another comparable rate in common use by financial institutions, reasonably determined in good faith by the Calculation Agent, of which the Borrower has received written notice. Notwithstanding anything herein to the contrary, during any period of time while the LIBOR Index, determined as provided above, would be less than zero percent (0.0%), the LIBOR Index shall be deemed to be zero percent (0.0%). In the event LIBOR shall become unavailable, another rate reasonably determined by the Purchaser to be a proxy for LIBOR or replacement index for LIBOR or comparable alternative method designed to measure interest rates in a similar manner or an alternative method comparable to LIBOR immediately prior to LIBOR not being available.

*“LIBOR Index Rate”* means a per annum rate of interest established on each Computation Date equal to the product of (a) the product of (i) the sum of (1) the Applicable Spread plus (2) the LIBOR Index, multiplied by (ii) the Applicable Factor, multiplied by (b) the Margin Rate Factor. The LIBOR Index Rate shall be rounded upwards to the fifth decimal place.

*“LIBOR Index Reset Date”* means the 10th day of each calendar month.

*“London Business Day”* means any day that is a day for trading by and between banks in Dollar deposits in the London interbank market.

*“Margin Rate Factor”* means the greater of (a) 1.0, and (b) the product of (i) one minus the Maximum Federal Corporate Tax Rate multiplied by (ii) [1.53846]. The effective date of any change in the Margin Rate Factor shall be the effective date of the decrease or increase (as applicable) in the Maximum Federal Corporate Tax Rate resulting in such change.

*“Maximum Federal Corporate Tax Rate”* means the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, as in effect from time to time or, if as a result of a change in the Code the rate of income taxation imposed on corporations generally shall not be applicable to the Purchaser, the maximum statutory rate of federal income taxation which could apply to the Purchaser.

“*Maximum Lawful Rate*” means the maximum, non-usurious, lawful rate of interest that may be contracted for, charged or received in connection with the relevant obligation under applicable law without regard to any filing made by a lender with respect to notice of rates in excess of any statutory or regulatory threshold interest rate.

“*Taxable Date*” means the date on which interest on the Bonds is first includable in gross income of an Owner (including, without limitation, any previous Owner) thereof as a result of a Determination of Taxability.

“*Taxable Rate*” means, for any date of determination, the rate of interest per annum equal to the product of the interest rate on the Bonds then in effect multiplied by [1.54].

**Section 1.02. Interest Rate on the Bonds.** The interest rate on the Bonds shall be calculated as follows:

(a) ***General.*** The Bonds shall bear interest from the Issue Date, until paid, at the rate set forth herein (computed on the basis of a 360-day year for the actual days elapsed).

(b) ***Interest Accrual.*** Interest accrued on the Bonds shall be paid on each Interest Payment Date (or, if such day is not a Business Day, the next succeeding Business Day) commencing on the first Interest Payment Date following the Issue Date. The interest rate on the Bonds will be determined as provided in this Exhibit A except that no rate shall exceed the Maximum Lawful Rate.

(c) ***Index Interest Rate.*** The Bonds shall bear interest at the LIBOR Index Rate. The Calculation Agent shall determine the LIBOR Index Rate on each Computation Date, and such rate shall become effective on the LIBOR Index Reset Date immediately succeeding such Computation Date and interest shall accrue each day commencing on and including the Issue Date to but excluding the Maturity Date. The LIBOR Index Rate for the period commencing on and including the Issue Date until but excluding \_\_\_\_\_, 2019 shall be equal to \_\_\_\_\_. Promptly following the determination of the LIBOR Index Rate, the Calculation Agent shall give notice thereof to the Issuer, the Borrower and the Purchaser. In no event shall the interest rate on the Bonds be less than 2.25% per annum.

(d) ***Determination of Rate Conclusive.*** The determination of the interest rate on the Bonds, and its calculation of the amount of interest due for any period, by the Calculation Agent shall be conclusive and binding upon the Issuer, the Borrower, and the Owners absent manifest error.

(e) ***No Liability.*** In determining the interest rate or rates that the Bonds shall bear as provided in this Section, the Calculation Agent shall not have any liability to the Issuer, the Borrower or any Owner except for its gross negligence or willful misconduct.

(f) ***Adjustments to Interest Rates.*** Notwithstanding anything to the contrary herein, (i) from and after any Taxable Date, the interest rate on the Bonds shall be established at a rate equal to the Taxable Rate, (ii) from and after any Bank Qualified Adjustment Date, the interest rate on the Bonds shall be established at a rate equal to the

Bank Qualified Adjustment Rate, and (iii) subject to the interest rate limitations of Section 1.02(b) of this Exhibit A, upon the occurrence and continuation of any Event of Default, from and after the effective date of such Event of Default, the interest rate on the Bonds shall be established at a rate equal to the Default Rate. In the event that more than one of a Taxable Date, a Bank Qualified Adjustment Date and an Event of Default have occurred, the interest rate on the Bonds shall be established at a rate equal to the greatest of (A) the Default Rate, if any Event of Default has occurred, (B) the Taxable Rate, if a Taxable Date has occurred, (C) the Bank Qualified Adjustment Rate, if a Bank Qualified Adjustment Date has occurred, and (D) the interest rate that otherwise would be applicable to the Bonds but for the provisions of this paragraph.

(g) ***Excess Interest.*** Notwithstanding anything in this Agreement to the contrary, if the rate of interest on the Bonds exceeds the Maximum Lawful Rate for such Bonds, then (i) such Bonds shall bear interest at the Maximum Lawful Rate and (ii) interest calculated at the rate equal to the difference between (A) the rate of interest for such Bonds as calculated pursuant to this Agreement and (B) the Maximum Lawful Rate (the “Excess Interest”) shall be deferred until such date as the Bonds bear interest at an interest rate below the Maximum Lawful Rate, as calculated pursuant to Section 1.02 of this Exhibit A, at which time Excess Interest shall be payable with respect to such Bonds in amounts that, when combined with the then-current interest due on the Bonds, do not exceed payment at the Maximum Lawful Rate. Payments of deferred Excess Interest shall no longer be due and payable upon the date on which such Bonds are paid in full.

**EXHIBIT B**  
**PRINCIPAL PAYMENT SCHEDULE**

Start Date	End Date	Beginning Balance (USD)	Principal Payment (USD)
------------	----------	-------------------------	-------------------------

**EXHIBIT C**  
**BOND FORM**

**THIS BOND MAY NOT BE TRANSFERRED EXCEPT IN ACCORDANCE WITH  
SECTION 2.07 OF THE AGREEMENT AND AS PROVIDED HEREIN**

**United States of America**

**VILLAGE OF BURR RIDGE, DUPAGE AND COOK COUNTIES, ILLINOIS  
REVENUE BONDS (KING-BRUWAERT HOUSE PROJECT), SERIES 2018  
No. R-\_\_**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Issue Date</u>
AS STATED BELOW	December 21, 2022	December 21, 2018

REGISTERED OWNER:     NORTHERN TRUST BANK

**FOR VALUE RECEIVED**, the Village of Burr Ridge, DuPage and Cook Counties, Illinois (the “Issuer”), a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois (the “State”), and by virtue of the Constitution and laws of the State, including The Industrial Project Revenue Bond Act, 65 ILCS 5/11-74-1 et seq., as supplemented and amended (the “Act”), hereby promises to pay to the Registered Owner specified above, or its registered assigns (each, an “Owner”), on the Maturity Date specified above, unless redeemed prior thereto, an aggregate principal amount equal to \$3,500,000 (the “Stated Principal Amount”) or the Principal Amount (as herein defined), whichever is less, together with interest thereon at the rates determined as set forth in the Agreement (as hereinafter defined) from the Issue Date specified above, but only from the sources and in the manner provided in the Agreement on the 10th day of each calendar month (each, an “Interest Payment Date”) until the principal hereof is paid or duly provided for upon redemption or maturity; provided, however, that interest on this Bond shall be calculated on the sum of the Advances made by the Purchaser as described in Section 4.02 of the Agreement and as reflected in the “Table of Advances” attached hereto (the “Principal Amount”). On the Completion Date (as defined in the hereinafter described Agreement), the difference between the Stated Principal Amount and the Principal Amount (calculated without reduction for any prior partial redemptions) shall be deemed to have been redeemed automatically; provided that such redemption shall not be taken into account in determining the Principal Amount reflected on the Table of Partial Redemptions attached hereto. Payment of the principal and Purchase Price of, redemption premium, if any, and interest on this Bond shall be made in lawful money of the United States of America which on the respective dates of payment thereof shall be legal tender for the payment of public and private debts. The Issuer has agreed that all amounts payable to the Owner with respect to any Bond held by the Owner shall be made to the Owner (without any presentment thereof, except upon payment of the final installment of principal, and without any notation of such payment being made thereon) in such manner or at such address in the United States of America as may be designated by the Owner in writing to the Issuer and the

Borrower (as hereinafter defined). Partial payments of the principal on this Bond may be noted on the Table of Partial Redemptions attached herein in lieu of surrendering this Bond in connection with such payment. In any case where the date of maturity of the principal or Purchase Price of, redemption premium, if any, or interest on this Bond or the date fixed for redemption of this Bond shall not be a Business Day, then payment of such principal, Purchase Price, redemption premium or interest need not be made on such date but shall be made on the immediately succeeding Business Day, with the same force and effect as if made on the date of maturity or the date fixed for redemption, and, in the case of such payment, no interest shall accrue for the period from and after such date.

This Bond shall be a limited obligation of the Issuer, the principal and Purchase Price of, redemption premium, if any, and interest on which are payable solely from and secured as described in the Agreement, all as described in and subject to limitations set forth in the Agreement, for the equal and ratable benefit of the Owners, from time to time of this Bond.

THE PRINCIPAL AND PURCHASE PRICE OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON THIS BOND SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OR A PLEDGE OF FAITH AND CREDIT OF THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE ISSUER. NEITHER THE STATE NOR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE ISSUER SHALL BE OBLIGATED TO PAY PRINCIPAL AND PURCHASE PRICE OF, REDEMPTION PREMIUM, IF ANY, OR INTEREST ON THIS BOND OR OTHER COSTS INCIDENT THERETO EXCEPT FROM REVENUES. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE ISSUER, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL AND PURCHASE PRICE OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON THIS BOND OR OTHER COSTS INCIDENT THERETO.

This Bond is one of the Bonds of a duly authorized issue of revenue bonds of the Issuer in the aggregate principal amount of \$3,500,000 known as Village of Burr Ridge, DuPage and Cook Counties, Illinois Revenue Bonds (King-Bruwaert House Project), Series 2018 (the "Bonds"), dated as of the Issue Date referenced above. All of the Bonds are issued under and pursuant to the Act, the Issuer is authorized to issue its revenue bonds to finance and refinance costs of the Project, as hereinafter defined, and a Financing Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of December 1, 2018, among the Issuer, King-Bruwaert House (the "Borrower") and The Northern Trust Company, as Purchaser (the "Purchaser"). Reference is hereby made to the Agreement for the provisions, among others, with respect to the custody and application of the proceeds of the Bonds, the collection and disposition of revenues, a description of the funds charged with and pledged to the payment of the principal and Purchase Price of, redemption premium, if any, and interest on the Bonds, the nature and extent of the security for the Bonds, the terms and conditions under which the Bonds are or may be issued, the rights, duties and obligations of the Issuer and the rights of the Owners of the Bonds. By the acceptance of this Bond, the Owner hereof assents to all of the provisions of the Agreement. Capitalized terms used herein and not defined shall have the meanings assigned to them in the Agreement.



The Bonds have been issued for the purpose of (a) providing funds for the payment and/or reimbursement of the costs of acquiring, constructing, renovating, remodeling and equipping of certain living facilities of the Borrower located at 6101 S. County Line Road, Burr Ridge, Illinois (the "Project") and (b) payment of certain costs incurred in connection with the issuance of the Bonds. The Issuer has agreed to lend the proceeds of the sale of the Bonds to the Borrower, and the Borrower has agreed to make payments in an amount, corresponding to the Principal Amount of, interest rate on, Purchase Price of and due dates of the Bonds.

The Bonds are issuable as fully registered Bonds in the principal amount of \$250,000 and multiples of \$0.01 in excess thereof (an "Authorized Denomination"). This Bond may, at the option of the Owner hereof, be exchanged for an equal aggregate principal amount of Bonds of the same aggregate principal amount and tenor as the Bond being exchanged and of any Authorized Denomination as provided in the Agreement. This Bond may be registered as transferred as provided in the Agreement, subject to certain limitations therein contained, accompanied by a written instrument of transfer (in substantially the form of the assignment attached hereto) duly executed by the Owner hereof or his/her duly authorized attorney. Thereupon, one or more new Bonds of any Authorized Denomination and in the same aggregate principal amount and tenor as the Bond surrendered (or for which registration of transfer has been effected) will be issued to the designated transferee or transferees.

**1. [Reserved].**

**2. Redemption of Bonds.** Subject to any limitations set forth in the Continuing Covenant Agreement, the Bonds are subject to mandatory redemption, optional redemption, and extraordinary optional redemption as set forth in the Agreement. Notice of redemption shall be given as provided in the Agreement.

**3. Miscellaneous.** Under certain circumstances as described in the Agreement, the principal of all the Bonds may be declared due and payable in the manner and with the effect provided in the Agreement.

Modifications or alterations to the Agreement may be made only to the extent and in the circumstances permitted by the Agreement.

It is hereby certified that all acts, conditions and things required to happen, exist and be performed under the laws of the State of Illinois and under the Agreement precedent to and in the issuance of this Bond have happened, exist and have been performed as so required and that the issuance, authentication and delivery of this Bond have been duly authorized by the Issuer.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF, VILLAGE OF BURR RIDGE, DUPAGE AND COOK COUNTIES, ILLINOIS** has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of the Mayor or Acting Mayor of the Issuer and its official seal to be impressed or imprinted hereon and attested by manual or facsimile signature of the Clerk of the Issuer, all as of the Issue Date referenced above.

**VILLAGE OF BURR RIDGE, DUPAGE AND COOK COUNTIES, ILLINOIS**

(SEAL)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Acting Mayor

ATTEST:

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

## ASSIGNMENT

**FOR VALUE RECEIVED** the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (Please print or type the Name and Address, including the Zip Code of the Transferee, and the federal taxpayer identification or social security number) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration and transfer thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

NOTICE: The signature on this Assignment must correspond with the name as it appears upon the face of the within-mentioned Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed

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

NOTICE: Signature(s) must be guaranteed by a member firm of the STAMP, SEMP or MSP signature guaranty medallion program.

### TABLE OF ADVANCES

Upon receipt of any Advance described in Section 4.02 of the Agreement, the Owner of this Bond shall make the appropriate notation on the table below:

<u>Date</u>	<u>Installment Amount Paid</u>	<u>Total Principal Payments</u>	<u>Signature of Owner</u>

### TABLE OF PARTIAL REDEMPTIONS

Upon all partial redemptions (whether optional, mandatory or otherwise) the Owner shall make the appropriate notation itself on the table below. The Owner's records relating to the outstanding principal amount of the Bond shall in all cases prevail:

<u>Date</u>	<u>Amount Redeemed</u>	<u>Remaining Unpaid Principal Amount</u>	<u>Signature of Owner</u>

[End of Form of Bond]

**EXHIBIT D**  
**FORM OF INVESTOR LETTER**

December 21, 2018

[ADDRESSEES]

\$3,500,000 Village of Burr Ridge, DuPage and Cook Counties, Illinois Revenue Bonds  
(King-Bruwaert House Project), Series 2018

Ladies and Gentlemen:

The Northern Trust Company (“Purchaser”) has agreed to purchase the above-referenced bonds (the “Bonds”) in the amount of \$3,500,000 which were issued in the original aggregate principal amount of \$3,500,000 by the Village of Burr Ridge, DuPage and Cook Counties, Illinois (the “Issuer”) bearing the LIBOR Index Rate as set forth in the Financing Agreement dated as of December 1, 2018 (the “Agreement”), among the Issuer, King-Bruwaert House (the “Borrower”) and the Purchaser. All capitalized terms used herein, but not defined herein, shall have the respective meanings set forth in the Agreement. The undersigned, an authorized representative of the Purchaser, hereby represents to you that:

1. The Purchaser has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the Bonds.
2. The Purchaser has authority to purchase the Bonds and to execute this letter and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Bonds.
3. The undersigned is a duly appointed, qualified and acting representative of the Purchaser and is authorized to cause the Purchaser to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Purchaser.
4. The Purchaser is (a) an affiliate of an Owner of the Bonds, (b) a trust or other custodial arrangement established by an Owner of the Bonds or one of its affiliates, the owners of the beneficial interests in which are limited to “qualified institutional buyers” as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the “1933 Act”) or (c) a qualified institutional buyer that is a commercial bank having a combined capital and surplus of \$5,000,000,000 or more.
5. The Purchaser understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to the Bonds. The Purchaser has made its own inquiry and analysis with respect to the Issuer, the Borrower, the

Project, the Bonds and the security therefor, and other material factors affecting the security for and payment of the Bonds.

6. The Purchaser acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, regarding the Borrower, to which a reasonable investor would attach significance in making investment decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Issuer, the Borrower, the Project, the Bonds and the security therefor, so that as a reasonable investor, it has been able to make its decision to purchase the Bonds.

7. The Purchaser understands that the Bonds (i) are not registered under the 1933 Act and are not registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (ii) are not listed on any stock or other securities exchange, and (iii) carry no rating from any credit rating agency.

8. The Bonds are being acquired by the Purchaser for investment for its own account and not with a present view toward resale or distribution; provided, however, that the Purchaser reserves the right to sell, transfer or redistribute the Bonds in Authorized Denominations, but agrees that any such sale, transfer or distribution by the Purchaser shall be to a Person:

- (a) that is an affiliate of an Owner of the Bonds;
- (b) that is a trust or other custodial arrangement established by an Owner of the Bonds or one of its affiliates, the owners of any beneficial interest in which are limited to qualified institutional buyers; or
- (c) that is a qualified institutional buyer that is a commercial bank having a combined capital and surplus of \$5,000,000,000 or more who executes an investor letter substantially in the form of this letter.

THE NORTHERN TRUST COMPANY

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**EXHIBIT E**  
**FORM OF REQUISITION**

\$ \_\_\_\_\_

Requisition No. \_\_\_\_\_

**REQUISITION AND CERTIFICATE**

[DATE]

The Northern Trust Company  
One Oakbrook Terrace  
Oakbrook Terrace, Illinois 60181

Ladies and Gentlemen:

On behalf of King-Bruwaert House, an Illinois not for profit corporation, and its permitted successors and assigns (the "Borrower"), I hereby requisition from the funds representing the proceeds of the sale of the \$3,500,000 Village of Burr Ridge, DuPage and Cook Counties, Illinois Revenue Bonds (King-Bruwaert House Project), Series 2018 (the "Bonds"), issued by Village of Burr Ridge, DuPage and Cook Counties, Illinois (the "Issuer"), and dated December 21, 2018, which funds have been or are to be deposited in the Borrower's account as described in Section 4.02 of the Financing Agreement, dated as of December 1, 2018 (the "Agreement") among the Issuer, the Borrower and The Northern Trust Company, as purchaser (the "Purchaser"), the sum of \$\_\_\_\_\_ to be paid to the person or persons indicated below on Exhibit A attached hereto:

(1)     \$\_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ payable to \_\_\_\_\_, and  
  
(2)     \$\_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ payable to \_\_\_\_\_.

I hereby certify that (a) the obligation to make such payment was incurred by the Issuer or the Borrower in connection with the Construction of the Project, is a proper charge against the Costs of the Project, and has not been the basis for any prior requisition which has been paid; (b) neither the Borrower nor, to the best of the Borrower's knowledge, the Issuer has received written notice of any lien, right to lien or attachment upon, or claim affecting the right of such payee to receive payment of, any of the money payable under this requisition to any of the persons, firms or corporations named herein, or if any notice of any such lien, attachment or claim has been



received such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of this requisition; (c) no Event of Default under the Agreement or the Continuing Covenant Agreement between the Borrower and the Purchaser dated as of December 21, 2018 (“the “CCA”) has occurred and is continuing; (d) all of the Borrower’s representations and warranties in the Agreement and the CCA are true and correct in all material respects as of the date hereof; (d) this requisition contains no items representing payment on account of any retained percentages which the Issuer or the Borrower is entitled to retain at this date; (e) subject to the last sentence of this paragraph, the payment of this requisition will not result in (i) less than substantially all (95% or more) of the proceeds of the Bonds to be expended under this requisition and under all prior requisitions having been used for the construction and installation of real property or property of a character subject to the allowance for depreciation under the Internal Revenue Code of 1986, as amended (the “Code”) or (ii) more than 2% of the proceeds of the Bonds having been used to pay for issuance costs within the meaning of Section 147(g)(1) of the Code; (f) no “Event of Default,” or event which after notice or lapse of time or both would constitute such an “Event of Default” has occurred and not been waived and (g) the Advance Termination Date has not occurred. Notwithstanding the foregoing, the undersigned may requisition Costs of the Project to pay issuance costs with respect to the Bonds at any time and from time to time, so long as such requisition, together with all prior requisitions, do not include amounts to pay issuance costs that exceed in total 2% of the Bond Proceeds expected to be available to pay Costs of the Project.

I hereby certify that:

(i) any construction component of the Project for which disbursement is requested, if applicable, has no material structural deficiencies, is adequate for its intended uses, is free of damage caused by fire or other casualty and has been built in a good and workmanlike manner in accordance with the Plans and Specifications approved by Purchaser (as amended by approved Change Orders) and the CCA. There are no defects or deficiencies in workmanship and materials incorporated into the Project. After the disbursement of the funds requested hereby the loan will be In Balance (as defined in the CCA);

(ii) the payment requested is due, has been properly incurred, is a proper charge against the account and has not been the basis for any previous withdrawal from the account;

(iii) each of the items for which the payment is proposed to be made is or was necessary or appropriate in connection with the Project;

(iv) the Project Budget remains accurate as of this date, except for such changes as have been previously reported to and, if required by the CCA, approved by Purchaser or as are described in this request;

(v) Borrower has no defense or set-off to the amount due on the Loan made by Purchaser to Borrower and no claim against Purchaser. There has been no default under any instrument or agreement evidencing or securing the Bonds; and

(vi) there is no pending or, to Borrower's knowledge, threatened litigation against or relating to Borrower or the Project which might have a material adverse effect on Borrower, the Project or the intended uses of the Project.

Capitalized terms used in this requisition and certificate and not defined herein shall have the meanings assigned thereto in the Agreement.

The following paragraph is to be completed when any requisition and certificate includes any item for payment for labor or to contractors, builders or materialmen.

I hereby further certify that insofar as the amount covered by the above requisition includes payments to be made for labor or to contractors, builders or materialmen, including materials or supplies, in connection with the Construction of the Project, (i) all obligations to make such payment have been properly incurred, (ii) any such labor was actually performed and any such materials or supplies were actually furnished or installed in or about the Project and are a proper charge against the Costs of the Project, and (iii) such materials or supplies either are not subject to any lien or security interest or, if the same are so subject, such lien or security interest will be released or discharged upon payment of this requisition.

---

Borrower Representative

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

THE NORTHERN TRUST COMPANY  
as Purchaser

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT F**  
**DESCRIPTION OF THE PROJECT**

The logo for Klein, Thorpe & Jenkins, Ltd. (KTJ) is displayed in white capital letters on a dark green rectangular background.

KLEIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660  
Chicago, Illinois 60606-2903  
T 312 984 6400 F 312 984 6444

15010 S. Ravinia Avenue, Ste 10  
Orland Park, Illinois 60462-5353  
T 708 349 3888 F 708 349 1506

[www.ktjlaw.com](http://www.ktjlaw.com)

Scott F. Uhler  
[suhler@ktjlaw.com](mailto:suhler@ktjlaw.com)

## MEMORANDUM

To: Doug Pollock  
Village Administrator  
From: Klein, Thorpe & Jenkins, Ltd.  
Re: Industrial Revenue Bonds

*November 15, 2018*

---

The Village has received a request from a representative of King Bruwaert to consider issuing bonds for use by the facility to complete improvements on that property. The financing being requested is known as an industrial revenue bond. Industrial revenue bonds, issued by the Village, are tax exempt financing and are one potential tool to encourage the development, or improvement, of property within the municipality .

The Illinois Municipal Code authorizes the issuance of “industrial revenue” bonds by a municipality, as tax exempt debt, to finance investments/development on private property. If properly structured, the issuance of such bonds is at no cost to the Village, and the Village has no ongoing financial responsibilities or other risks related to the repayment of the bonds and interest. It is also possible for a fee to be paid to the Village, by the developer, for the Village’s agreement to facilitate the issuance of the bonds.

The incentive for a municipality is the fee that it can charge to issue such financing and the facilitation of some improvement or project on property within the Village. The incentive for the property owner/developer is the ability to take advantage of tax exempt financing.

The issuance of these bonds would not impact the Village’s credit or its financial rating or standing, as no default on such bonds has any impact on the Village.

ORDINANCE NO.  
ORDINANCE AUTHORIZING THE DESTRUCTION OF PERSONAL  
PROPERTY OWNED BY THE VILLAGE OF BURR RIDGE

---

WHEREAS, in the opinion of at least three-fourths of the Corporate Authorities of the Village of Burr Ridge, it is no longer necessary or useful to, or in the best interest of, the Village of Burr Ridge to retain ownership of the personal property hereinafter described; and

WHEREAS, it has been determined by the Mayor and Board of Trustees of the Village of Burr Ridge to destroy said personal property after December 10, 2018;

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

**SECTION 1:** Pursuant to 65 ILCS 5/11-76-4, the Mayor and Board of Trustees of the Village of Burr Ridge find that the following described property now owned by the Village of Burr Ridge is no longer necessary or useful to the Village of Burr Ridge and the best interests of the Village of Burr Ridge will be served by its destruction:

<u>Type</u>	<u>SERIAL NUMBER</u>	<u>MAKE</u>	<u>MINIMUM VALUE</u>
Ballistic panel	12169244	Safariland	\$1.00
Ballistic panel	12169245	Safariland	\$1.00
Ballistic panel	12208931	Safariland	\$1.00

<u>Type</u>	<u>SERIAL NUMBER</u>	<u>MAKE</u>	<u>MINIMUM VALUE</u>
Ballistic panel	12208930	Safariland	\$1.00
Ballistic panel	16208216	ABA	\$1.00
Ballistic panel	16208217	ABA	\$1.00
Ballistic panel	11286867	Safariland	\$1.00
Ballistic panel	11286868	Safariland	\$1.00
Ballistic panel	14074119	ABA	\$1.00
Ballistic panel	14074118	ABA	\$1.00
Ballistic panel	8012091	ABA	\$1.00
Ballistic panel	8012093	ABA	\$1.00
Ballistic panel	8049501	ABA	\$1.00
Ballistic panel	80762	ABA	\$1.00
Ballistic panel	Unknown	Unknown	\$1.00
Ballistic panel	RC414920	PACA	\$1.00
Ballistic panel	RC414920	PACA	\$1.00
Ballistic panel	RC221247	PACA	\$1.00
Ballistic panel	RC221247	PACA	\$1.00
Ballistic panel	RC289402	PACA	\$1.00
Ballistic panel	RC289402	PACA	\$1.00
Ballistic panel	RC486878	PACA	\$1.00
Ballistic panel	RC486878	PACA	\$1.00
Ballistic panel	RC283255	PACA	\$1.00
Ballistic panel	RC283255	PACA	\$1.00
Ballistic panel	RC536635	PACA	\$1.00
Ballistic panel	RC536635	PACA	\$1.00

<u>Type</u>	<u>SERIAL NUMBER</u>	<u>MAKE</u>	<u>MINIMUM VALUE</u>
Ballistic panel	12169244	Safariland	\$1.00
Ballistic panel	12169245	Safariland	\$1.00
Ballistic panel	12208931	Safariland	\$1.00
Ballistic panel	12208930	Safariland	\$1.00
Ballistic panel	16208216	ABA	\$1.00
Ballistic panel	16208217	ABA	\$1.00
Ballistic panel	11286867	Safariland	\$1.00
Ballistic panel	11286868	Safariland	\$1.00
Ballistic panel	14074119	ABA	\$1.00
Ballistic panel	14074118	ABA	\$1.00
Ballistic panel	8012091	ABA	\$1.00
Ballistic panel	8012093	ABA	\$1.00
Ballistic panel	8049501	ABA	\$1.00
Ballistic panel	80762	ABA	\$1.00
Ballistic panel	Unknown	Unknown	\$1.00
Ballistic panel	RC414920	PACA	\$1.00
Ballistic panel	RC414920	PACA	\$1.00
Ballistic panel	RC221247	PACA	\$1.00
Ballistic panel	RC221247	PACA	\$1.00
Ballistic panel	RC289402	PACA	\$1.00
Ballistic panel	RC289402	PACA	\$1.00
Ballistic panel	RC486878	PACA	\$1.00
Ballistic panel	RC486878	PACA	\$1.00
Ballistic panel	RC283255	PACA	\$1.00

<u>Type</u>	<u>SERIAL NUMBER</u>	<u>MAKE</u>	<u>MINIMUM VALUE</u>
Ballistic panel	RC283255	PACA	\$1.00
Ballistic panel	RC536635	PACA	\$1.00
Ballistic panel	RC536635	PACA	\$1.00
Soft trauma plate	Unserialized	Unknown	\$1.00
Soft trauma plate	Unserialized	Unknown	\$1.00
Soft trauma plate	Unserialized	Unknown	\$1.00
Soft trauma plate	Unserialized	Unknown	\$1.00
Soft trauma plate	Unserialized	Unknown	\$1.00
Soft trauma plate	Unserialized	Unknown	\$1.00
Soft trauma plate	Unserialized	Unknown	\$1.00

**SECTION 2:** Pursuant to said 65 ILCS 5/11-76-4, the Village Administrator is hereby authorized and directed to destroy the aforementioned personal property now owned by the Village of Burr Ridge through Fiber Brokers International, 289 Cooper Avenue, Brent, AL 35034.

**SECTION 3:** This Ordinance shall be in full force and effect from and after its passage, by a vote of at least three-fourths of the Corporate Authorities, and approval in the manner provided by law.

**ADOPTED** this 10th day of December, 2018 pursuant to an omnibus vote as follows:

**AYES:** -

**NAYS:** -



**ABSENT:** -

**APPROVED** this 10th day of December, 2018 by the Mayor of the  
Village of Burr Ridge.

---

---

Mayor

**ATTEST:**

---

---

Village Clerk

STATE OF ILLINOIS )

COUNTY OF C O O K ) SS

COUNTY OF DU PAGE )

## RESOLUTION NO.

RESOLUTION DETERMINING THE APPROPRIATENESS OF  
CLASS 6B STATUS PURSUANT TO THE COOK COUNTY  
REAL PROPERTY CLASSIFICATION ORDINANCE FOR  
CERTAIN REAL ESTATE AT 101 TOWER DRIVE

---

**WHEREAS**, the Village of Burr Ridge desires to promote the development and retention of industry in the Village of Burr Ridge, Cook County; and

**WHEREAS**, Cook County has instituted a program to encourage industrial and commercial development in Cook County known as the Cook County Real Property Classification Ordinance; and

**WHEREAS** the Cook County Class 6B incentive is designed to encourage industrial development throughout Cook County by offering a real estate tax incentive for the development of new industrial facilities, the rehabilitation of existing industrial structures, and the redevelopment and occupancy of abandoned property or buildings; and

**WHEREAS**, Midwest Associates Incorporated, a medical equipment sales and education company, presently locating to Burr Ridge, Illinois, has applied for or is applying for Class 6B property status pursuant to said aforementioned ordinance for certain real estate located at 101 Tower Drive in the Village of Burr Ridge, Cook County, Illinois, with the pins #18-19-300-021 & #18-19-300-015; and

**WHEREAS**, the Village of Burr Ridge has determined the property meets the requirements of "Occupation of Abandoned Property - Special Circumstances" and that such incentive provided for in said ordinance is necessary for development to occur in this specific real estate; and

**WHEREAS**, the Village of Burr Ridge has determined a finding of "abandonment of less than 24 months", as 101 Tower Drive has been abandoned for approximately 9 months. The property is in need of reinvestment in order for Midwest to suitably occupy. The property has remained vacant during this time, with no subsequent renters or purchasers as a result of high Cook County property taxes.

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

**Section 1:** The request of Midwest Associates Incorporated to have certain real estate located at 101 Tower Drive, Burr Ridge, Cook County, Illinois, with PIN NOS. #18-19-300-021 & #18-19-300-015, declared eligible for Class 6B status pursuant to the Cook County Real Property Classification Ordinance, is hereby granted in that this Board and municipality recognizes the property, as stated herein, meets the requirements of "Occupation of Abandoned Property - Special Circumstances" and has had "abandonment of less than 24 months" and the property is in need of "substantial rehabilitation," and the incentive benefits provided for in said ordinance are necessary for development of this real estate to occur.

**Section 2:** The Village of Burr Ridge hereby supports and consents for said site to receive Class 6B status, based on the verification of "abandonment of less than 24 months" and the need for "substantial rehabilitation", from the Cook County Assessor pursuant to said ordinance.

**Section 3:** The Village President, Clerk and other appropriate Village of Burr Ridge officials are hereby authorized to sign any necessary documents to implement this resolution.

**Section 4:** This Resolution shall be in full force and effect upon its adoption and approval as required by law.

**ADOPTED** this 10<sup>th</sup> day of December, 2018, by a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 10<sup>th</sup> day of December, 2018, by the President  
of the Village of Burr Ridge.

---

Village President

ATTEST:

---

Village Clerk

## RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING ANTENNA LICENSE AGREEMENT  
FOR WATER TOWER – 16W050 83<sup>rd</sup> Street  
(WINDSTREAM)**

**WHEREAS**, the Corporate Authorities of the Village of Burr Ridge, Cook and DuPage Counties, Illinois (hereinafter the “VILLAGE”) did previously consider and approve a certain Water Tower Antenna License Agreement, on the property located at 16W050 83<sup>rd</sup> Street, Burr Ridge, Illinois (hereinafter “AGREEMENT”) with Windstream for the term November 1, 2014 extending to October 31, 2019, a copy of that AGREEMENT attached hereto and made a part hereof as **EXHIBIT A**; and

**WHEREAS**, at paragraph 2 of that AGREEMENT an option was included for Windstream to extend the AGREEMENT at the end of the initial five (5) year term for an additional five (5) year term; and

**WHEREAS**, that paragraph 2 of the AGREEMENT further provided that as a condition of the exercise of the option by Windstream to extend the AGREEMENT for another five (5) year term, the VILLAGE and Windstream shall agree on a reasonable rate for such additional five (5) year period; and

**WHEREAS**, the VILLAGE proposes to continue the current, annual year-to-year rate increase under the AGREEMENT which has been a five percent (5%) annual increase; and

**WHEREAS**, the Corporate Authorities of the VILLAGE have determined that it is in the best interests of said VILLAGE that said rate to extend the term of the AGREEMENT be entered into by the VILLAGE;

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

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

**Section 2:** That the President and Board of Trustees of the Village of Burr Ridge hereby find that it is in the best interests of the VILLAGE and its residents that the aforesaid AGREEMENT is hereby extended for an additional five (5) year term for the period beginning November 1, 2019 and ending October 31, 2024 entered into and executed by said Village of Burr Ridge, with said AGREEMENT to be amended by the agreement to and execution by the VILLAGE and Windstream to the Addendum setting the new rate schedule for the monthly license fee, and the new term of the AGREEMENT, in the form attached hereto and made a part hereof as **EXHIBIT B**.

**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 Addendum attached hereto as **EXHIBIT B**.

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

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2018, by omnibus vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** by the Village President this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Village President

ATTEST

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

## **EXHIBIT A**

Copy of Water Tower Antenna License Agreement (hereinafter “AGREEMENT”) between Village of Burr Ridge and Windstream for the term November 1, 2014 extending to October 31, 2019.

## **EXHIBIT B**

### **ADDENDUM**

Addendum Extending The Term Of The Water Tower Antenna License Agreement (Hereinafter “AGREEMENT”) Between Village Of Burr Ridge And Windstream For The Term November 1, 2014 Extending To October 31, 2019.

This Addendum to the original Water Tower Antenna License Agreement, for that water tower located at 16W050 83<sup>rd</sup> Street, said agreement previously entered into between Village Of Burr Ridge And Windstream for the term November 1, 2014 and extending to October 31, 2019 is hereby made and is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the Village of Burr Ridge, Cook and DuPage Counties, Illinois and Windstream as follows:

1. Windstream hereby exercises its option under the AGREEMENT, and the parties agree, to extend the term of the AGREEMENT for an additional five (5) year term for the period beginning November 1, 2019 and ending October 31, 2024 (“TERM”).
2. Windstream and the Village of Burr Ridge hereby agree that during this TERM, Windstream shall pay a monthly license fee to the Village of Burr Ridge, c/o Village Clerk, Village of Burr Ridge, 7660 S. County Line Road, Burr Ridge, Illinois 60527 or to such other person or at such other place as the Village Administrator from time to time designates in written notice to Windstream. The fee shall be paid on or before the beginning of the initial annual term (November 1, 2019) and each annual November 1<sup>st</sup> anniversary thereafter during this extended Addendum Term, according to the schedule set forth below.

Period	Monthly Rate
11/1/19 – 10/31/20	\$593.95
11/1/20 – 10/31/21	\$611.77
11/1/21 – 10/31/22	\$630.12
11/1/22 – 10/31/23	\$649.03
11/1/23 – 10/31/24	\$668.50

3. In entering into this Addendum, the parties hereby rely upon that authority expressly included in the original AGREEMENT.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

IN WITNESS WHEREOF, Owner and WINDSTREAM have executed this Agreement as of the date first set forth above.

WINDSTREAM

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

Its: \_\_\_\_\_

VILLAGE OF BURR RIDGE:

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

Village President

ATTEST: \_\_\_\_\_

Village Clerk



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING ANTENNA LICENSE AGREEMENT  
FOR WATER TOWER – 7101 Garfield Avenue  
(WINDSTREAM)**

**WHEREAS**, the Corporate Authorities of the Village of Burr Ridge, Cook and DuPage Counties, Illinois (hereinafter the “VILLAGE”) did previously consider and approve a certain Water Tower Antenna License Agreement, on the property located at 7101 Garfield Avenue, Burr Ridge, Illinois (hereinafter “AGREEMENT”) with Windstream for the term November 1, 2014 extending to October 31, 2019, a copy of that AGREEMENT attached hereto and made a part hereof as **EXHIBIT A**; and

**WHEREAS**, at paragraph 2 of that AGREEMENT an option was included for Windstream to extend the AGREEMENT at the end of the initial five (5) year term for an additional five (5) year term; and

**WHEREAS**, that paragraph 2 of the AGREEMENT further provided that as a condition of the exercise of the option by Windstream to extend the AGREEMENT for another five (5) year term, the VILLAGE and Windstream shall agree on a reasonable rate for such additional five (5) year period; and

**WHEREAS**, the VILLAGE proposes to continue the current, annual year-to-year rate increase under the AGREEMENT which has been a five percent (5%) annual increase; and

**WHEREAS**, the Corporate Authorities of the VILLAGE have determined that it is in the best interests of said VILLAGE that said rate to extend the term of the AGREEMENT be entered into by the VILLAGE;

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

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

**Section 2:** That the President and Board of Trustees of the Village of Burr Ridge hereby find that it is in the best interests of the VILLAGE and its residents that the aforesaid AGREEMENT is hereby extended for an additional five (5) year term for the period beginning November 1, 2019 and ending October 31, 2024 entered into and executed by said Village of Burr Ridge, with said AGREEMENT to be amended by the agreement to and execution by the VILLAGE and Windstream to the Addendum setting the new rate schedule for the monthly license fee, and the new term of the AGREEMENT, in the form attached hereto and made a part hereof as **EXHIBIT B**.

**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 Addendum attached hereto as **EXHIBIT B**.

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

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2018, by omnibus vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** by the Village President this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Village President

ATTEST

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

## **EXHIBIT A**

Copy of Water Tower Antenna License Agreement (hereinafter "AGREEMENT") between Village of Burr Ridge and Windstream for the term November 1, 2014 extending to October 31, 2019.

## **EXHIBIT B**

### **ADDENDUM**

Addendum Extending The Term Of The Water Tower Antenna License Agreement (Hereinafter "AGREEMENT") Between Village Of Burr Ridge And Windstream For The Term November 1, 2014 Extending To October 31, 2019.

This Addendum to the original Water Tower Antenna License Agreement, for that water tower located at 7101 Garfield Avenue, said agreement previously entered into between Village Of Burr Ridge And Windstream for the term November 1, 2014 and extending to October 31, 2019 is hereby made and is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the Village of Burr Ridge, Cook and DuPage Counties, Illinois and Windstream as follows:

1. Windstream hereby exercises its option under the AGREEMENT, and the parties agree, to extend the term of the AGREEMENT for an additional five (5) year term for the period beginning November 1, 2019 and ending October 31, 2024 ("TERM").
2. Windstream and the Village of Burr Ridge hereby agree that during this TERM, Windstream shall pay a monthly license fee to the Village of Burr Ridge, c/o Village Clerk, Village of Burr Ridge, 7660 S. County Line Road, Burr Ridge, Illinois 60527 or to such other person or at such other place as the Village Administrator from time to time designates in written notice to Windstream. The fee shall be paid on or before the beginning of the initial annual term (November 1, 2019) and each annual November 1<sup>st</sup> anniversary thereafter during this extended Addendum Term, according to the schedule set forth below.

Period	Monthly Rate
11/1/19 – 10/31/20	\$593.95
11/1/20 – 10/31/21	\$611.77
11/1/21 – 10/31/22	\$630.12
11/1/22 – 10/31/23	\$649.03
11/1/23 – 10/31/24	\$668.50

3. In entering into this Addendum, the parties hereby rely upon that authority expressly included in the original AGREEMENT.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

IN WITNESS WHEREOF, Owner and WINDSTREAM have executed this Agreement as of the date first set forth above.

WINDSTREAM:

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

Its: \_\_\_\_\_

VILLAGE OF BURR RIDGE:

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

Village President

ATTEST: \_\_\_\_\_

Village Clerk

## RESOLUTION NO.

RESOLUTION AUTHORIZING A LOCAL PUBLIC AGENCY AGREEMENT BETWEEN  
THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND THE VILLAGE OF BURR  
RIDGE APPROPRIATING FUNDS FOR THE COUNTY LINE ROAD NORTH  
CONNECTION SIDEWALK PROJECT (STP)

---

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

**Section 1:** That COUNTY LINE ROAD from Longwood Drive to 60th Street shall be improved under Illinois Department of Transportation policies and procedures approved and/or required by the Federal Highway Administration, which work shall include construction of portland cement concrete sidewalk on the east side, accessible sidewalk ramps, retaining wall, water main relocation, regrading, landscaping, and all other incidental and collateral work necessary to complete the project designated as Section 14-00051-00-SW.

**Section 2:** That the Mayor and Board of Trustees find that it is in the best interest of the Village and its residents to enter into a Local Public Agency Agreement for Federal Participation with the Illinois Department of Transportation to define the Village of Burr Ridge participation in the Project and the utilization of State and Federal funds, as more specifically set out in EXHIBIT A attached hereto.

**Section 3:** That there is hereby appropriated the sum of one hundred thirteen thousand Dollars ( \$ 513,610.00 ) for said improvement from the Sidewalk/Pathway Fund but which share is

dependent on the final Federal and State participation under the Surface Transportation Program (STP), and the actual costs will be used in the final division of cost for billing and reimbursement.

**Section 3:** That the Local Public Agency Agreement for Federal Participation attached hereto as EXHIBIT A is hereby approved and entered into, and the Mayor and Village Clerk are hereby authorized and directed to execute and enter into said Agreement on behalf of the Village, said Agreement to be substantially in the form of EXHIBIT A attached hereto and made a part hereof.

**Section 4:** This Resolution shall be in full force and effect immediately upon its adoption and approval as required by law.

**ADOPTED** this 10th day of December, 2018, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 10th day of December, 2018, by the Mayor of the Village of Burr Ridge.

---

Mayor

ATTEST:



Local Public Agency Village of Burr Ridge		State Contract	Day Labor	Local Contract	RR Force Account
Section 14-00051-00-SW		Fund Type		ITEP, SRTS, or HSIP Number(s)	
Engineering			Right-of-Way		
Job Number	Project Number	Job Number	Project Number		
C-91-138-15	M-4003 (421)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the **"LPA"**, and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as **"STATE"**. The **STATE** and **LPA** jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the **LPA**, approved by the **STATE** and the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as **"FHWA"**.

Local Name	<u>County Line Road</u>	Route	<u>FAU 2684</u>	Length	<u>2285'</u>
Termini	County Line Road from Longwood Drive to 60 <sup>th</sup> Street				

Current Jurisdiction	Cook County	TIP Number	Existing Structure No
----------------------	-------------	------------	-----------------------

Construction of proposed sidewalk on the east side of County Line Road from 60th Street to Longwood Drive. Construction of proposed retaining wall, water main relocation, regrading, and landscaping restoration.

Type of Work	STU	%	%	LPA	%	Total
Participating Construction	284,000	( 35 )	( )	513,610	( 65 )	797,610
Non-Participating Construction		( )	( )		( )	
Preliminary Engineering		( )	( )		( )	
Construction Engineering		( )	( )		( )	
Right of Way		( )	( )		( )	
Railroads		( )	( )		( )	
Utilities		( )	( )		( )	
Materials						
TOTAL	\$ 284,000			\$ 513,610		\$ 797,610

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

By execution of this Agreement, the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (**required for State-let contracts only**)

METHOD A---Lump Sum (80% of **LPA** Obligation) \_\_\_\_\_

METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.

METHOD C---**LPA's** Share \_\_\_\_\_ Balance \_\_\_\_\_ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA's** estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield,



Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA/railroad** agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LPA's** certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - (c) The **LPA** shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The **LPA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or

from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

#### THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LPA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LPA**;
  - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

#### IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence

of a USDOT – approved **LPA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the **STATE** is reimbursing the **LPA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

---

---

#### ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map, Number 2 – LPA Appropriation Resolution

(Insert Addendum numbers and titles as applicable)

---

---

The **LPA** further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

#### APPROVED

Local Public Agency

\_\_\_\_\_  
Name of Official (Print or Type Name)

\_\_\_\_\_  
Title (County Board Chairperson/Mayor/Village President/etc.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

The above signature certifies the agency's TIN number is  
36-2517422 conducting business as a Governmental  
Entity.

DUNS Number 178938007

#### APPROVED

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Randall S. Blankenhorn, Secretary of Transportation

\_\_\_\_\_  
Date

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

Erin Aleman, Director of Planning & Programming

\_\_\_\_\_  
Date

\_\_\_\_\_  
Erin Aleman, Director of Planning & Programming

\_\_\_\_\_  
Date

\_\_\_\_\_  
Philip C. Kaufmann, Chief Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeff Heck, Chief Fiscal Officer (CFO)

\_\_\_\_\_  
Date

**NOTE:** If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.



## VILLAGE OF BURR RIDGE – Public Information Post

# 8A

DATE: December 7, 2018

RE: Sterigenics in Willowbrook, IL

---

The following is the latest information available regarding the Sterigenics facility in Willowbrook.

- Please refer to the previously posted updates for more information.
- Please note that Burr Ridge has completed its ambient air testing at 8 locations in Burr Ridge. Results of the air testing should be available the week of December 10.
- On November 29, the US EPA held an open house and a community meeting at Ashton Place, 341 75th St in Willowbrook. A video tape of the meeting has been posted on the EPA website. Anyone wanting more information about this meeting, may send an email to the US EPA at [EtO@epa.gov](mailto:EtO@epa.gov)
- The Du Page County Health Department is still trying to identify all private wells within 0.5 miles of Sterigenics. Anyone in that area that has not been contacted should call the Du Page County Department of Public Health at (630) 221-7571. They will begin testing wells within the coming days or weeks.
- Attached is a copy of a consent decree between Sterigenics and the Illinois Attorney General regarding a spill of ethylene glycol in 2013. This was requested at a recent Board of Trustees meeting.
- Attached is a press release from Senators Durkin and Duckworth and Representatives Foster, Lipinski, and Schneider.
- At a hearing on December 6, the 18<sup>th</sup> District Circuit Court considered petitions from Willowbrook and Darien to intervene in the lawsuit filed by the Illinois Attorney General and the Du Page County State's Attorney. That hearing was continued to April 11, 2019 due to a request from Sterigenics to move the case to federal court.
- On December 7, the US EPA posted the first results of its air monitoring program. Attached is a summary and a link to more information on their web site.

Additional updates will continue to be posted on our web site. Additional information is also available on the [Village of Willowbrook website](#). The ILEPA has also created a Sterigenics webpage on their website. [Here is a link to their website.](#)

**DISCLAIMER:** The information posted on this website, including information posted by external websites and links to external websites is for general information purposes only. It is not intended to provide medical or legal advice. The Village does not guarantee the completeness or relevance of such information and assumes no responsibility for errors or omissions in the contents of the information

An official website of the United States government.

We've made some changes to EPA.gov. If the information you are looking for is not here, you may be able to find it on the EPA Web Archive or the January 19, 2017 Web Snapshot.

[Close](#)



## Sterigenics Willowbrook Facility - Latest Update

### Related Information

- [Sterigenics Willowbrook Facility home page](#)

### On this page

- [NEW Update December 7, 2018](#)
- [Update November 23, 2018](#)
- [Update November 21, 2018](#)
- [Update November 14, 2018](#)
- [Update November 5, 2018](#)
- [Update October 24, 2018](#)
- [Update October 10, 2018](#) (link to stack test results added 11.20.2018)

## Update December 7, 2018

EPA has posted results for three days of air quality monitoring in Willowbrook: November 13, 16 and 19

- Monitors detected ethylene oxide in the air at the two sites closest to the Sterigenics facility.
- Monitors did not detect ethylene oxide at the six community-oriented sites - those at schools and in residential areas.
- It is premature to draw conclusions from the data. EPA plans to continue monitoring in the Willowbrook area for three months and will continue to post data as it becomes available.
- EPA will conduct a full assessment of risk from ethylene oxide in Willowbrook, which we expect to complete by Spring 2019.
- On November 21, 2018, EPA announced that it had identified an issue with the analytical method used in previous EPA monitoring. We have changed the analytical method, so that the issue does not affect these results.

[Learn more about the monitoring and see the data by location.](#)

## Update November 23, 2018

740  
1990

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT  
DUPAGE COUNTY, ILLINOIS  
CHANCERY DIVISION

2015 SEP 18 AM 9:21

FILED

PEOPLE OF THE STATE OF ILLINOIS, )  
*ex rel.* LISA MADIGAN, Attorney )  
General of the State of Illinois, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
STERIGENICS U.S., LLC, )  
a Delaware limited liability company, )  
 )  
Defendant. )

No. 2015 CH 651

CASE CLOSED  
JUDGE'S INIT. *[Signature]*

CONSENT ORDER

Plaintiff, PEOPLE OF THE STATE OF ILLINOIS, *ex rel.* LISA MADIGAN, Attorney General of the State of Illinois, the Illinois Environmental Protection Agency ("Illinois EPA"), and Defendant, STERIGENICS U.S., LLC, (collectively, "Parties to the Consent Order") have agreed to the making of this Consent Order and submit it to this Court for approval.

I. INTRODUCTION

This stipulation of facts is made and agreed upon for purposes of settlement only and as a factual basis for the Court's entry of the Consent Order and issuance of any injunctive relief. None of the facts stipulated herein shall be introduced into evidence in any other proceeding regarding the violations of the Illinois Environmental Protection Act ("Act"), 415 ILCS 5/1 *et seq.* (2014), and the Illinois Pollution Control Board ("Board") Regulations, alleged in the Complaint except as otherwise provided herein. It is the intent of the parties to this Consent Order that it be a final judgment on the merits of this matter.

**A. Parties**

1. On April 3, 2015, a Complaint was filed on behalf of the People of the State of Illinois by Lisa Madigan, Attorney General of the State of Illinois, on her own motion and upon the request of the Illinois EPA, pursuant to Section 42(d) and (e) of the Act, 415 ILCS 5/42(d) and (e) (2014), against the Defendant.

2. The Illinois EPA is an administrative agency of the State of Illinois, created pursuant to Section 4 of the Act, 415 ILCS 5/4 (2014).

3. At all times relevant to the Complaint, Defendant Sterigenics U.S., LLC was, and is, a Delaware limited liability company, and operated a gaseous sterilization business located at 7775 Quincy Street, Willowbrook, DuPage County, Illinois ("Facility" or "Site").

4. The Defendant's sterilization process uses ethylene oxide, a hazardous air pollutant, and generates ethylene glycol and other chemicals.

5. Plaintiff has alleged that, on or about October 7, 2013, the Defendant released ethylene glycol into soil and groundwater at, and in the vicinity of, the Site.

6. On October 21, 2013, the Defendant reported the uncontrolled release of 30 pounds of ethylene oxide gas to the atmosphere. The Defendant subsequently revised its estimate of the quantity of ethylene oxide released to approximately 12 pounds.

**B. Allegations of Non-Compliance**

Plaintiff contends that the Defendant has violated the following provisions of the Act and Board Regulations:

Count I: WATER POLLUTION, violation of 415 ILCS 5/12(a) (2014);

Count II: CREATING A WATER POLLUTION HAZARD, violation of 415

ILCS 5/12(d) (2014);

Count III: VIOLATION OF GENERAL USE WATER QUALITY STANDARDS, 415 ILCS 5/9(a) (2014), and 35 Ill. Adm. Code 302.203;

Count IV: NPDES PERMIT VIOLATION, 415 ILCS 5/12(f) (2014), and 35 Ill. Adm. Code 309.102;

Count V: AIR POLLUTION, violation of 415 ILCS 5/9(a) (2014) and 35 Ill. Adm. Code 201.141;

Count VI: VIOLATION OF CAAPP PERMIT CONDITIONS: FAILURE TO COMPLY WITH NESHA EMISSION STANDARDS, 415 ILCS 5/9.1(d) (2014), 415 ILCS 5/39.5(6) (2014), 40 CFR 63.362(a), and Conditions 7.1.6(c)(1) and 7.1.3(b)(ii) of CAAPP Permit No. 95120085;

Count VII: VIOLATION OF CAAPP PERMIT CONDITIONS: FAILURE TO COMPLY WITH EMISSION LIMITATIONS FOR THE CHICAGO AREA, 415 ILCS 5/9(a) (2014), 415 ILCS 5/39.5(6) (2014), 35 Ill. Adm. Code 218.986(a), and Condition 7.1.3(d)(i) of CAAPP Permit No. 95120085.

**C. Non-Admission of Violations**

The Defendant represents that it has entered into this Consent Order for the purpose of settling and compromising disputed claims without having to incur the expense of contested litigation. By entering into this Consent Order and complying with its terms, the Defendant does not affirmatively admit the allegations of violation within the Complaint and referenced above, and this Consent Order shall not be interpreted as including such admission.

**D. Compliance Activities to Date**

1. On January 13, 2014, the Defendant applied to enter its Facility into Illinois EPA's voluntary Site Remediation Program ("SRP") to address remediation of the release of ethylene glycol, propylene glycol and sulfate from the Facility. The Facility remediation project



was designated under the SRP as the "Sterigenics US LLC site, LPC No. 0431105032" ("On Site SRP").

2. On November 18, 2014, Illinois EPA issued a No Further Remediation letter ("NFR letter") to the Defendant for the work performed under the On-Site SRP. The Defendant recorded the NFR letter for the On-Site SRP with the office of the DuPage County Recorder on December 5, 2014.

3. On July 13, 2014, the Defendant applied to enter off-site areas which were affected, or potentially affected, by the release of ethylene glycol, propylene glycol, and sulfate into the SRP. The off-site remediation project has been designated by Illinois EPA as the "Willowbrook Centre Joint Venture, LPC No. 0431105077" ("Off-Site SRP").

4. On May 29, 2015, Illinois EPA issued an NFR letter to the Defendant for work performed under the Off-Site SRP. The Defendant recorded the NFR letter for the Off-Site SRP with the office of the DuPage County Recorder on July 6, 2015.

## II. APPLICABILITY

This Consent Order shall apply to and be binding upon the Parties to the Consent Order. The Defendant waives as a defense to any enforcement action taken pursuant to this Consent Order the failure of any of its officers, directors, agents, employees or successors or assigns to take such action as shall be required to comply with the provisions of this Consent Order. This Consent Order may be used against the Defendant in any subsequent enforcement action or permit proceeding as proof of a past adjudication of violation of the Act and the Board Regulations for all violations alleged in the Complaint in this matter, for purposes of Sections 39 and 42 of the Act, 415 ILCS 5/39 and 42 (2014).

### **III. JUDGMENT ORDER**

This Court has jurisdiction of the subject matter herein and of the Parties to the Consent Order and, having considered the stipulated facts and being advised in the premises, finds the following relief appropriate:

#### **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

##### **A. Civil Penalty**

1. The Defendant shall pay a civil penalty of Fifty Thousand Dollars (\$50,000.00). Payment shall be tendered at time of entry of the Consent Order.
2. The civil penalty payment shall be made by certified check or money order payable to the Illinois EPA for deposit into the Environmental Protection Trust Fund ("EPTF").
3. The case name and case number shall appear on the face of the certified check or money order.

##### **B. Future Compliance**

1. The Defendant shall comply with the terms and conditions of its Clean Air Act Permit Program ("CAAPP") Permit.
2. This Consent Order in no way affects the responsibilities of the Defendant to comply with any other federal, state or local laws or regulations, including but not limited to the Act and the Board Regulations.
3. The Defendant shall cease and desist from future violations of the Act and Board Regulations that were the subject matter of the Complaint.

##### **C. Enforcement and Modification of Consent Order**

1. This Consent Order is a binding and enforceable order of this Court. This Court shall retain jurisdiction of this matter and shall consider any motion by any party for the purposes

of interpreting and enforcing the terms and conditions of this Consent Order. The Defendant agrees that notice of any subsequent proceeding to enforce this Consent Order may be made by mail and waives any requirement of service of process.

2. The Parties to the Consent Order may, by mutual written consent, extend any compliance dates or modify the terms of this Consent Order without leave of this Court. A request for any modification shall be made in writing and submitted to the designated representatives. Any such request shall be made by separate document, and shall not be submitted within any other report or submittal required by this Consent Order. Any such agreed modification shall be in writing and signed by authorized representatives of each party, for filing and incorporation by reference into this Consent Order.

**D. Release from Liability**

In consideration of the Defendant's payment of a \$50,000.00 civil penalty and its commitment to cease and desist as contained in Section III.B.2 above, the Plaintiff releases, waives and discharges the Defendant from any further liability or penalties for the violations of the Act and Board Regulations that were the subject matter of the Complaint herein. The release set forth above does not extend to any matters other than those expressly specified in Plaintiff's Complaint filed on April 3, 2015. The Plaintiff reserves, and this Consent Order is without prejudice to, all rights of the State of Illinois against the Defendant with respect to all other matters, including but not limited to the following:

- a. criminal liability;
- b. liability for future violations;
- c. liability for natural resources damage arising out of the alleged violations; and
- d. the Defendant's failure to satisfy the requirements of this Consent Order.

Nothing in this Consent Order is intended as a waiver, discharge, release, or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the State of Illinois may have against any person, as defined by Section 3.315 of the Act, 415 ILCS 5/3.315 (2014), other than the Defendant.

**E. Execution and Entry of Consent Order**

This Order shall become effective only when executed by all Parties to the Consent Order and the Court. This Order may be executed by the parties in one or more counterparts, all of which taken together shall constitute one and the same instrument. The undersigned representatives for each party certify that they are fully authorized by the party whom they represent to enter into the terms and conditions of this Consent Order and to legally bind them to it.

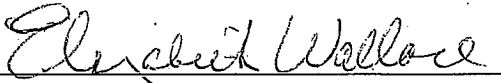
WHEREFORE, the parties, by their representatives, enter into this Consent Order and submit it to this Court that it may be approved and entered.

AGREED:

FOR THE PLAINTIFF:

PEOPLE OF THE STATE OF ILLINOIS  
*ex rel.* LISA MADIGAN  
Attorney General of the  
State of Illinois


MATTHEW J. DUNN, Chief  
Environmental Enforcement/  
Asbestos Litigation Division

BY:   
ELIZABETH WALLACE, Chief  
Assistant Attorney General  
Environmental Bureau

DATE: 9/14/15

ILLINOIS ENVIRONMENTAL  
PROTECTION AGENCY

LISA BONNETT, Director  
Illinois Environmental Protection Agency

BY:   
JOHN J. KIM  
Chief Legal Counsel

DATE: 9/10/15

FOR THE DEFENDANT:

STERIGENICS U.S., LLC

BY: Kaituboman

Its: SVP - Global EHS

DATE: 08-Sent-2015

ENTERED:

Reanne M. Neaton  
JUDGE

DATE: 9-18-15

*People v. Sterigenics U.S. LLC, 15 CH 651*

**From:** [Applegate, David \(Duckworth\)](#)  
**To:** [Applegate, David \(Duckworth\)](#)  
**Subject:** FW: Duckworth, Foster, Durbin, Lipinski & Schneider Introduce Legislation to Close Loopholes That Allow EPA to Hide Health Risks of Chemicals From Public  
**Date:** Tuesday, December 4, 2018 12:36:56 PM  
**Attachments:** [image001.png](#)

---

Good afternoon everyone – I wanted to share this release from last week announcing a new bill introduced by Senator Durbin, Senator Duckworth, Congressman Foster, Congressman Lipinski, and Congressman Schneider. Please don't hesitate to reach out if you have any questions.

Best,

**David T. Applegate**  
**Special Projects Manager**  
**Office of U.S. Senator Tammy Duckworth**

---

**From:** Press (Duckworth) <Press\_Team@duckworth.senate.gov>  
**Sent:** Thursday, November 29, 2018 1:12 PM  
**To:** Press (Duckworth) <Press\_Team@duckworth.senate.gov>  
**Subject:** Duckworth, Foster, Durbin, Lipinski & Schneider Introduce Legislation to Close Loopholes That Allow EPA to Hide Health Risks of Chemicals From Public



**FOR IMMEDIATE RELEASE**

November 29, 2018

Contact: Sean Savett (Duckworth), [Sean\\_Savett@duckworth.senate.gov](mailto:Sean_Savett@duckworth.senate.gov)  
Mary Werden (Foster), [Mary.Werden@mail.house.gov](mailto:Mary.Werden@mail.house.gov)  
Emily Hampsten (Durbin), [Emily\\_Hampsten@durbin.senate.gov](mailto:Emily_Hampsten@durbin.senate.gov)  
Phil Davidson (Lipinski), [Phil.Davidson@mail.house.gov](mailto:Phil.Davidson@mail.house.gov)  
Steven Kirsch (Schneider), [Steven.Kirsch@mail.house.gov](mailto:Steven.Kirsch@mail.house.gov)

**Duckworth, Foster, Durbin, Lipinski & Schneider Introduce Legislation to Close Loopholes That Allow EPA to Hide Health Risks of Chemicals From Public**

*Legislation would strengthen public health standards & increase transparency*

[WASHINGTON D.C.] – U.S. Senator Tammy Duckworth (D-IL) and U.S. Representative Bill Foster (D-IL-11), along with Senator Dick Durbin (D-IL) and Representatives Dan Lipinski (D-IL-03) and Brad Schneider (D-IL-10), today introduced legislation to prevent the Environmental Protection Agency (EPA) from hiding public health risks and require it to be more transparent with state and local health agencies and the American public. The *Expanding Transparency of Information and Safeguarding Toxics (EtO is Toxic) Act of 2018* would close existing loopholes that both benefit the chemical industry and allow the EPA to do nothing if a

risk assessment they conduct finds that a chemical is more harmful than previously thought. In addition, the bill increases transparency, data and public health requirements for chemicals that may present a public health risk.

**“Not only did our government fail to protect many Illinoisans from breathing in toxic ethylene oxide emissions, but they were far too slow to inform the public about the health risks they face. Our bill would help ensure that never happens again,”** said Duckworth.

**“The EPA does critical work to protect Americans’ health and well-being and safeguard our air and water,”** said Foster. **“We need to ensure that when the EPA determines a chemical to be carcinogenic– such as ethylene oxide – that this information is communicated effectively and efficiently to protect human health. This legislation will ensure that the EPA utilizes the best available scientific data to evaluate chemicals in a transparent and methodical manner and communicate their findings with appropriate federal, state, and local officials. The people of Illinois and our nation deserve a government that will use the most effective tools and procedures to protect their health.”**

The bill is the latest in a series of actions from the Members of Congress to push the EPA to do more to protect Illinois families from exposure to cancer-causing emissions like ethylene oxide, which are emitted by several facilities in Illinois’s DuPage and Lake Counties.

**“The EPA failed residents of DuPage County and Lake County when it didn’t notify them in a timely manner of dangerously high levels of ethylene oxide being emitted by three medical sterilization facilities in the area,”** Durbin said. **“The bill Senator Duckworth, Representatives Foster, Lipinski, Schneider, and I introduced today will close loopholes and force the EPA to do more when it comes to transparency on public health hazards in the future.”**

**“The EPA has far too many rules on the books that are years out of date and do not protect public health,”** said Lipinski. **“I’m proud to work with Senator Duckworth and Congressman Foster to cosponsor the EtO is Toxic Act, which will hold the EPA accountable and force the agency to keep its pollution regulations in sync with the latest science.”**

**“When the EPA determines a chemical poses a health risk, it needs to take immediate action to protect affected communities,”** said Schneider. **“Our legislation makes sure the EPA does not sit on its hands when public health is at stake by requiring the EPA to quickly identify facilities using dangerous compounds and assess whether those emissions pose a risk to neighboring communities. The bill would also prevent the EPA from keeping residents in the dark by requiring all information be released to the public. This is commonsense legislation to protect the health of our communities and I am glad to join Sen. Duckworth and Rep. Foster on this effort.”**

**“Sen. Duckworth and Congressman Foster’s proposal would require EPA to adopt additional measures to better protect the public from pollution,”** said Environmental Working Group Legislative Attorney Melanie Benesh. **“Incidents of communities grappling with chemical contamination are far too common, and it is not always clear how the EPA is addressing the cleanups. This bill would significantly expand the level of transparency as to how the agency is responding when people are threatened by pollution.”**



**“This bill would take critical steps to ensure that EPA evaluates the health risks posed by emissions of ethylene oxide and other highly cancer-causing chemicals from industrial facilities,” said Sonya Lunder of Sierra Club. “Sierra Club applauds Senator Duckworth and Congressman Foster for their effort to prioritize public health and see that communities living near industrial facilities along with local and state governments are quickly and fully informed of chemical risks.”**

The *EtO is Toxic Act* would require the EPA to:

- Notify Congress, state and local public health departments, and local communities when public health risks are uncovered,
- Publish a list of sites that require additional review when an exposure risk is determined,
- Bring direction and intention to the chemical review process between EPA and the Agency for Toxic Disease Registry (ATSDR).

In addition, the bill would improve the Integrated Risk Information System (IRIS) review of chemicals, and ensure IRIS reviews and National Air Toxic Assessments (NATA) are expeditiously published and made accessible to state and local health agencies, other federal agencies and international health organizations. It will also increase funding for these programs. The bill would also require the EPA to consider its own IRIS assessments when conducting a rulemaking and expedite the process of utilizing technology to mitigate the impacts of toxic chemicals.

The EPA has acknowledged ethylene oxide is a known carcinogen since 2016, but has failed to revise its ethylene oxide emission standards, prompting Durbin, Duckworth, Schneider, Lipinski, and Foster to introduce legislation earlier this week that would require the EPA to update its safety standards.

Duckworth, Durbin, Foster and Schneider previously [met with](#) EPA Acting Administrator Andrew Wheeler to urge his agency to update the safety standards regarding ethylene oxide and to assess EtO exposure nationwide – and Duckworth [also wrote](#) to Wheeler demanding more transparency from the EPA. Duckworth and Durbin [have also written](#) to the Occupational Safety and Health Administration (OSHA) requesting the agency do more to protect American workers from ethylene oxide and explore alternatives for sterilization and, along with Foster and Schneider, they [asked](#) the U.S. Food and Drug Administration (FDA) convene an interagency task force to examine alternatives to ethylene oxide.

After it first came to light that residents living near DuPage County’s Sterigenics facility had a higher risk of cancer due to Sterigenics’ emissions of ethylene oxide, Duckworth, Durbin and Foster [asked the EPA and Sterigenics](#) to test local air quality and make their results available to the general public, prompting the EPA [to begin testing air quality](#). The three have also [asked the EPA Inspector General](#) to investigate if EPA complied with all requirements and protocols when it intentionally withheld critical health information from the public about the cancer risks posed by Sterigenics – and they’ve asked the EPA to [fund DuPage County public health efforts](#). Meanwhile, Durbin, Duckworth and Schneider have [asked](#) the EPA to perform

updated air sampling and modeling studies to determine the cancer risks at two additional facilities in Lake County, Illinois, that release ethylene oxide emissions.

## UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF DU PAGE

## IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

PEOPLE OF THE STATE OF ILLINOIS EX REL  
LISA MADIGAN AND ROBERT BERLIN

-VS-

STERIGENICS US LLC

2018CH001329  
CASE NUMBER**FILED**

18 Dec 06 AM 09: 37

*Chris Kachiroubas*  
CLERK OF THE  
18TH JUDICIAL CIRCUIT  
DUPAGE COUNTY, ILLINOIS

## ORDER

This matter coming to be heard on petitions to intervene, and the Court being advised that the Defendant has filed a petition to remove this matter to federal court.

IT IS HEREBY ORDERED that this case is continued for status on April 11, 2019 at 9:00 a.m. in Room 2005.

Submitted by: LISA SMITH

DuPage Attorney Number: 50170

Attorney for: PEOPLE OF THE STATE OF ILLINOIS EX REL LISA MADIGAN  
AND ROBERT BERLIN

Address: 503 N COUNTY FARM RD

City/State/Zip: WHEATON, IL, 60187

Phone number: 630-407-8000

Entered:

*Paul Fullerton*  
File Date: 12/06/2018

JUDGE PAUL FULLERTON

Validation ID : DP-12062018-0937-52168

Date: 12/06/2018



VILLAGE OF  
**BURR RIDGE**  
A VERY SPECIAL PLACE

**8B**

**Karen J. Thomas**  
Village Clerk

**J. Douglas Pollock**  
Village Administrator

7660 County Line Rd. - Burr Ridge, IL 60527  
(630) 654-8181- Fax (630) 654-8269 - [www.burr-ridge.gov](http://www.burr-ridge.gov)

December 5, 2018

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

**Re: V-03-2018: 8200 Steepleside (Bart); Variation and Findings of Fact;  
continued from July 16, 2018 and September 17, 2018**

Dear Board of Trustees:

The Zoning Board of Appeals (ZBA) transmits for your consideration its recommendation to deny a request by Chris Bart for a variation from Section VI.D.7.a.(1) of the Zoning Ordinance to permit a rear yard principal building setback of 45 feet rather than the permitted 60 feet to accommodate a new single-family residential building.

The ZBA considered this request on July 16, 2018 and provided a recommendation to deny the variation after this meeting; however, the petition was remanded to the Plan Commission after the petitioner revised their request. The ZBA then considered the revised request at their September 17 and November 19 meetings. The petitioner stated that the purpose of the request was to allow for a larger building pad as a drainage easement in the front of the property increases the front yard setback beyond what is normally permitted, while no structures may be built in the easement. The Plan Commission noted that when the lot was subdivided in 2003, the petitioner stated that no variations would be necessary to build a home. Much discussion was held regarding whether the drainage easement was a hardship unique to the property. The ZBA determined that the presence of the drainage easement did not create a hardship that would justify granting the variation requested by the petitioner. Several Plan Commissioners stated that the petition should be denied as it was not tied to a concrete proposal for a principal building. Two residents of Burr Ridge and one resident of Willow Springs objected to the petition while one resident of Burr Ridge supported the petition.

After due consideration, the Zoning Board of Appeals concluded that the proposed variation did not comply with the standards of the Zoning Ordinance. Accordingly, by a vote of 4 to 3, the Zoning Board of Appeals *recommends denial* of V-03-2018.

Sincerely,

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

GT:EBW



VILLAGE OF  
**BURR RIDGE**  
A VERY SPECIAL PLACE

**V-03-2018: 8200 Steepleside Drive (Bart); Requests a variation from Section VI.D.7.a.(1) of the Zoning Ordinance to permit a rear yard setback of 45 feet rather than the permitted 60 feet to accommodate a new single-family residential home; remanded from the Board of Trustees.**

**HEARING:**

September 17, 2018

**TO:**

Plan Commission  
Greg Trzupek, Chairman

**FROM:**

Evan Walter  
Asst. to the Village Administrator

**PETITIONER:**

Chris Bart

**PETITIONER STATUS:**

Property Owner

**EXISTING ZONING:**

R-2A Residential

**LAND USE PLAN:**

Recommends Single-Family  
Residential

**EXISTING LAND USE:**

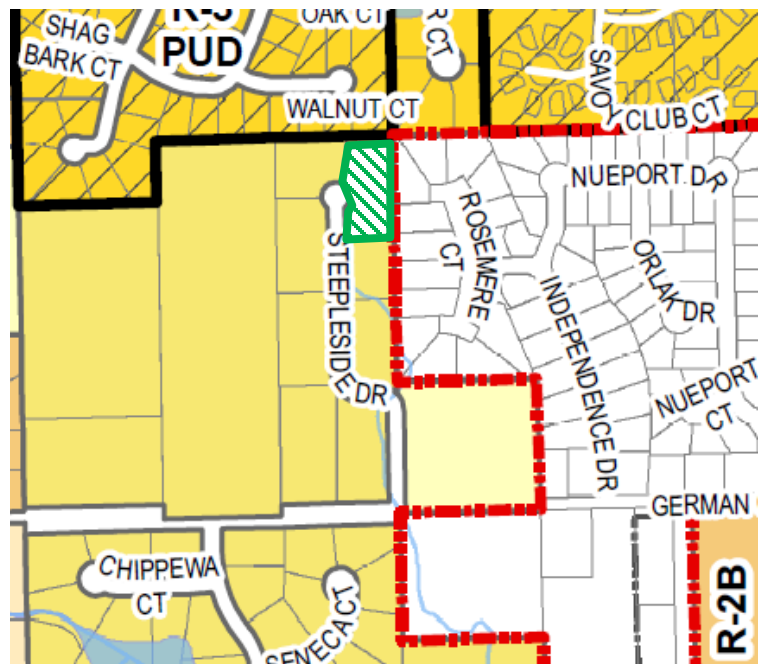
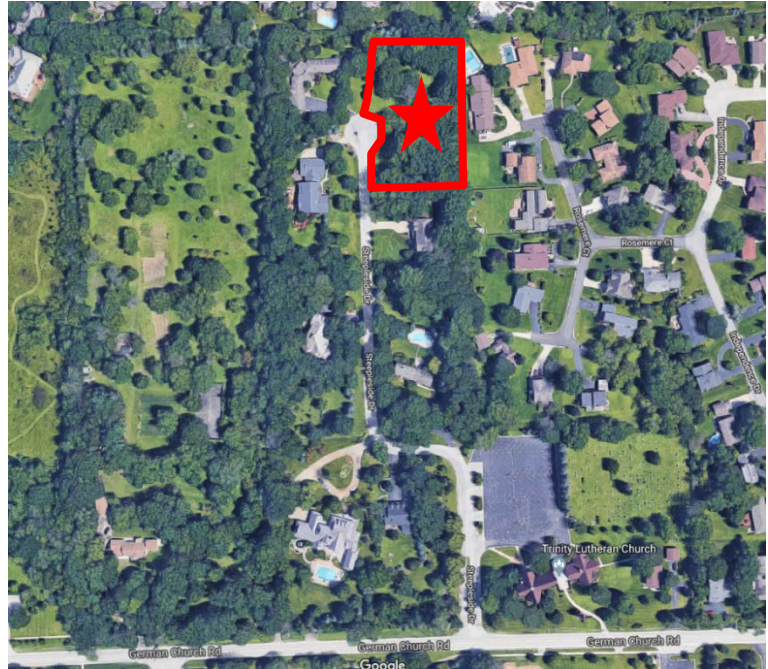
Vacant Single-Family Residential

**SITE AREA:**

1.25 Acres

**SUBDIVISION:**

Ted's Steepleside Resubdivision





This petition was remanded from the Board of Trustees to the Plan Commission at the request of the petitioner. The petitioner has amended their previous petition and requests a variation from Section VI.D.7.a.(1) of the Zoning Ordinance to permit a rear yard principal building setback of 45 feet rather than the permitted 60 feet to accommodate a new single-family residential building. A rear-yard setback reduction of 15 feet is equal to the additional front-yard setback that has been added due to the presence of the drainage easement. Research on neighboring parcels yielded the finding that the property to the south, while also impacted by the same drainage easement in the subject property, had a narrower building pad depth yet was successfully developed with a single-family home several years ago.

**Public Comment**

No additional public comment was received regarding the revised petition.

**Applicable Zoning Ordinance Section(s)**

Section VI.D.7.a.(1) of the Burr Ridge Zoning Ordinance defines the front yard setback for a principal building in the R-2A Residential District as 50 feet and the rear yard setback as 60 feet.

**Findings of Fact and Recommendation**

The petitioner has provided findings of fact which may be adopted if the Plan Commission is in agreement with those findings.

**Appendix**

Exhibit A – Petitioner's Materials



VILLAGE OF  
**BURR RIDGE**  
A VERY SPECIAL PLACE

**V-03-2018: 8200 Steepleside Drive (Bart); Requests a variation from Section VI.D.7.a.(1) of the Zoning Ordinance to permit a rear yard setback of 45 feet rather than the permitted 60 feet to accommodate a new single-family residential home; remanded from the Board of Trustees.**

**HEARING:**

November 19, 2018; continued  
from September 17, 2018 and  
July 16, 2018

**TO:**

Plan Commission  
Greg Trzupek, Chairman

**FROM:**

Evan Walter  
Asst. to the Village Administrator

**PETITIONER:**

Chris Bart

**PETITIONER STATUS:**

Property Owner

**EXISTING ZONING:**

R-2A Residential

**LAND USE PLAN:**

Recommends Single-Family  
Residential

**EXISTING LAND USE:**

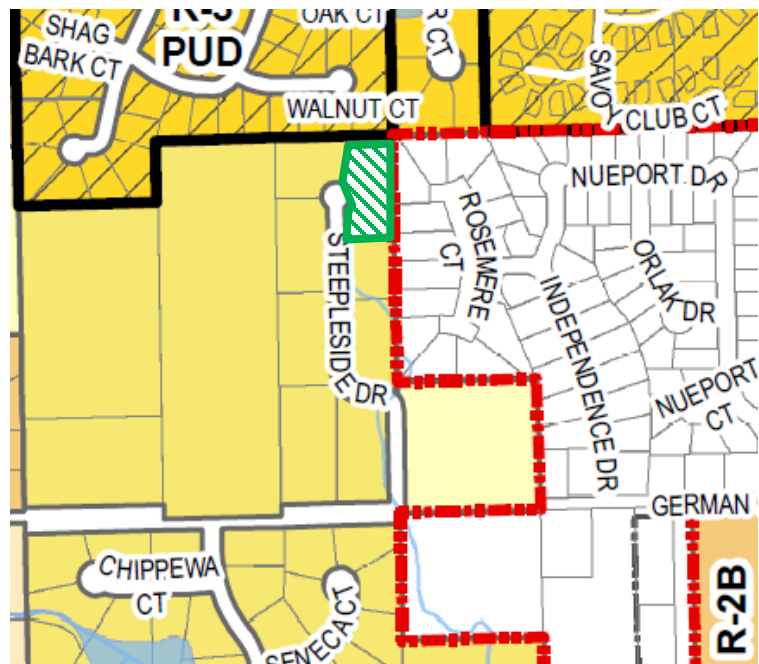
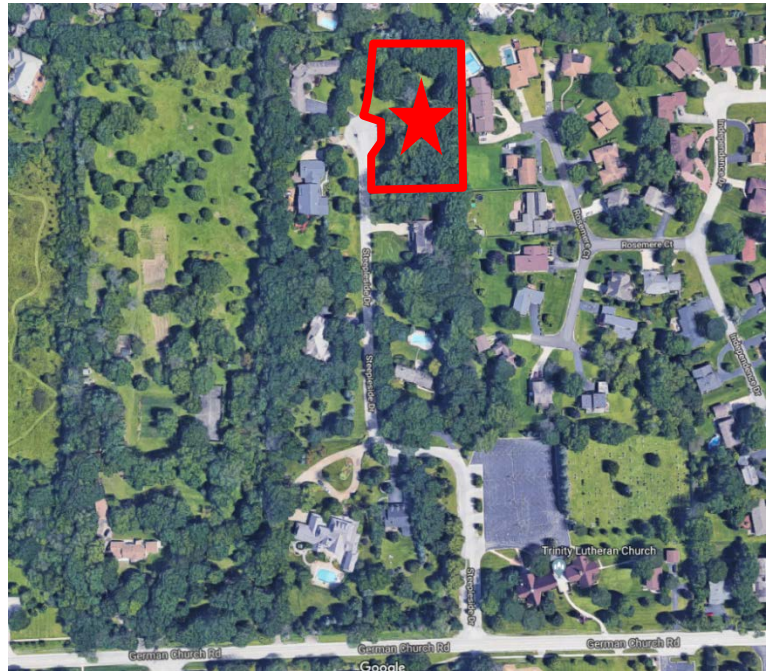
Vacant Single-Family Residential

**SITE AREA:**

1.25 Acres

**SUBDIVISION:**

Ted's Steepleside Resubdivision





This petition was originally considered by the Plan Commission on July 16, 2018 at which time a recommendation for denial was forwarded to the Board of Trustees. At the July 23 Board meeting and at the request of the petitioner, the Village Board remanded this petition to the Plan Commission.

Subsequent to the Board's remand, the petitioner amended their petition to request a rear yard principal building setback of 45 feet rather than the permitted 60 feet to accommodate a new single-family residential building. The original petition requested a 30-foot rear yard setback. The amended rear-yard setback reduction of 15 feet is equal to the additional front-yard setback that has been added due to the presence of the drainage easement. The proposed variation would result in a building pad depth of 65 feet. Without the variation, the building pad depth would be 50 feet.

At its September 17 meeting, the Plan Commission requested additional research on the comparative size of total lot and buildable area depths of other parcels zoned R-2A to determine if the buildable area would remain comparatively sized if the variation were granted. There are very few examples of horizontal lots such as those that match the development patterns found on Steepleside Drive that are zoned R-2A, and thus few conclusions could be drawn regarding the subject property's relative buildable area depth. Only four such examples of lots of comparable size and orientation zoned R-2A exist in the Village, all of which are located on Steepleside Drive and shown in the picture to the right. As presently permitted, lots at 8200 and 8250 (developed in 2006) Steepleside have a 50' deep buildable area on 170' deep lots; each has a relative building pad depth equal to 29.4% of the total lot depth. Lots at 8150 (developed in 1995) and 8225 (developed in 1996) Steepleside have a 70' deep buildable area on 180' deep lots; each has a relative building pad depth equal to 38.9% of the total lot depth. If the subject property were permitted a rear setback reduction of 15 feet, it's relative building pad depth would be increased to 38.2% and be 25% relatively deeper than the lot to the south. Other addresses on the street which are differently oriented and thus have a different type of building depth were developed as follows: 8100 (1986); 8255 (1978); 8265 (1997); and 8285 (1994).



### **Public Comment**

No additional public comment was received regarding the revised petition. Several area residents have contacted staff to continue their opposition to the request.

### **Applicable Zoning Ordinance Section(s)**

Section VI.D.7.a.(1) of the Burr Ridge Zoning Ordinance defines the front yard setback for a principal building in the R-2A Residential District as 50 feet and the rear yard setback as 60 feet.

### **Findings of Fact and Recommendation**

The petitioner has provided findings of fact which may be adopted if the Plan Commission is in agreement with those findings.

Staff Report and Summary

V-03-2018: 8200 Steepleside Drive (Bart); Variation and Findings of Fact; continued from  
September 17, 2018 and July 16, 2018

Page 3 of 3

**Appendix**

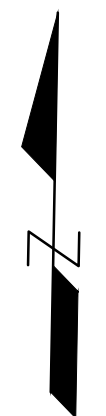
Exhibit A – Petitioner's Materials



**BENCHMARK:**  
NORTH BONNET BOLT ON HYDRANT ON THE NORTH SIDE OF GERMAN  
CHURCH ROAD SOUTHWEST OF TRINITY LUTHERAN CHURCH.

USGS ELEVATION = 648.89

USGS ELEVATION = 648.89

[illegible]

TED CONSTRUCTION  
6051 GARFIELD AVENUE  
BURR RIDGE, ILLINOIS 60527  
(630) 673-2666

**FINAL GRADING PLAN  
LOT 2 STEEPLESIDE ESTATES  
BURR RIDGE, ILLINOIS**

**JGM CONSULTING INC.**  
10 S. 196 ALMA LANE  
NAPERVILLE, ILLINOIS 60564  
(630) 983-2993

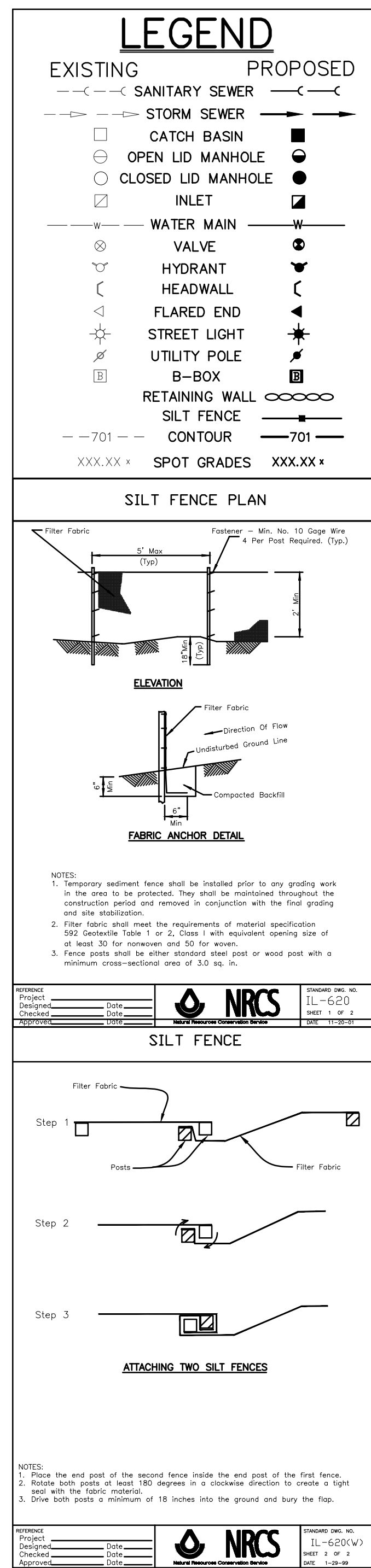


PROJECT INFORMATION
Project No.: 07-003
File: 07-003.dwg
Scale: 1"=20'
Date: 02-27-07
Design By: JGM
Drafted By: RSM
Checked By: JGM

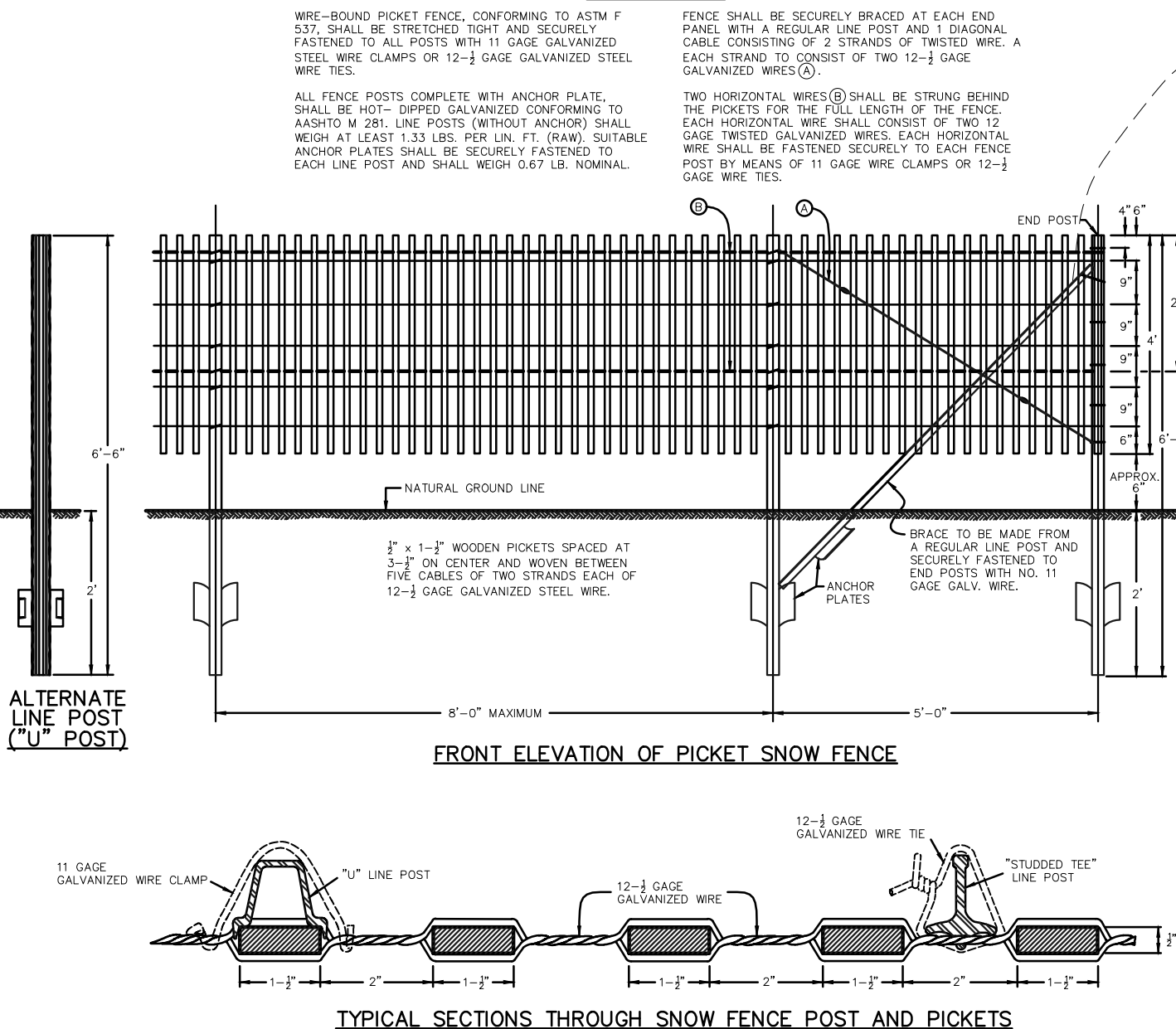
SHEET No.

1 of 2

# FINAL GRADING PLAN

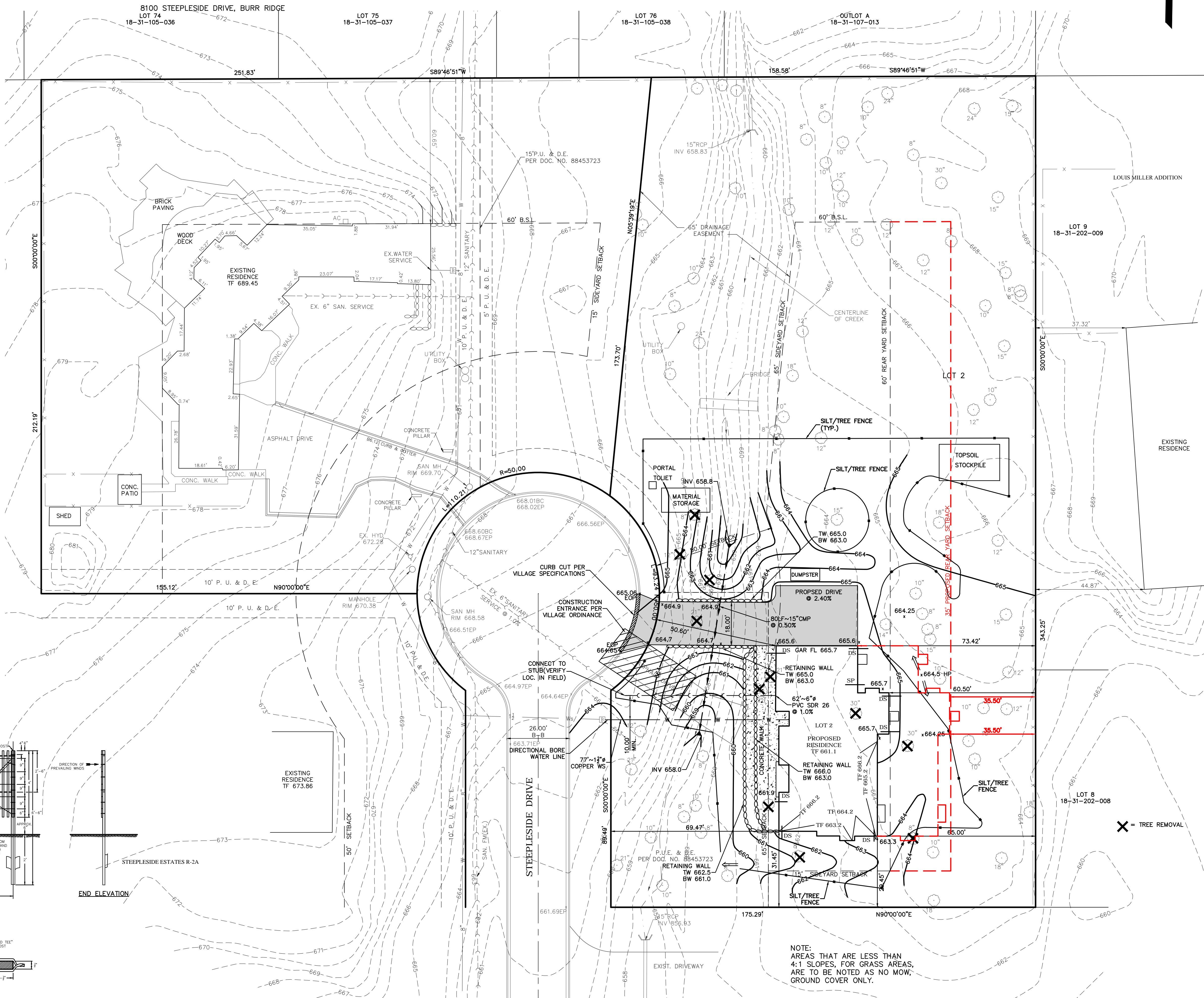


GENERAL NOTES



### CTIONS THROUGH SNOW FENCE POST AND PICKETS

NOTE: OTHER SECTIONS OF STEEL POSTS HAVING EQUAL WEIGHT AND EQUIVALENT STRENGTH MAY BE USED IN LIEU OF EITHER OF THESE SECTIONS SHOWN.





## ORDINANCE NO. A-834-21-18

AN ORDINANCE APPROVING A VARIATION FROM THE VILLAGE OF BURR  
RIDGE ZONING ORDINANCE TO PERMIT A DETACHED ACCESSORY  
STRUCTURE TALLER THAN 15' IN MEAN HEIGHT AND LARGER THAN 2,500  
SQUARE FEET IN AREA AT A PROPERTY IN AN R-2B RESIDENTIAL  
DISTRICT

(V-05-2018: 15W069 & 15W081 91<sup>st</sup> Street - Cattaneo)

---

WHEREAS, an application for a variation for certain real estate has been filed with the Assistant to the Village Administrator 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 variation on October 1, 2018, 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 variation, 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 approval of a variation 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 variation for the property located at 15W069 & 15W081 91<sup>st</sup> Street, Burr Ridge, Illinois, is Mr. Peter Cattaneo (hereinafter "Petitioner"). The Petitioner requests variations from Section IV.H of the Burr Ridge Zoning Ordinance to permit a detached accessory structure taller than 15' in mean height and larger than 2,500 square feet in size.
- B. That the property could not yield a reasonable return if the variation was not permitted.
- C. That the configuration of the property did create the need for the variation.
- D. That the proposed variation is consistent with the Zoning Ordinance.

**Section 3:** That variations from Section IV.H of the Burr Ridge Zoning Ordinance to permit a detached accessory structure taller than 15' in mean height and larger than 2,500 square feet in size is **hereby approved** for the property commonly known as 15W069 and 15W081 91<sup>st</sup> Street and identified with the Permanent Real Estate Index Numbers of **10-01-403-011 and 10-01-403-012.**

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

1. The structure shall observe all 50' setbacks as required by the Zoning Ordinance.
2. No third-party or commercial boarding shall be permitted.
3. A paved access road shall be constructed connecting the barn to 91<sup>st</sup> Street.
4. No permanent horse trailer storage shall be permitted on the property.
5. Only one accessory structure shall be permitted on the property.

**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 8<sup>th</sup> day of October, 2018, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

**AYES:**        6 - Trustees Schiappa, Mital, Paveza, Mottl, Franzese Snyder

**NAYS:**        0 - None

Absent: 0 - None

APPROVED by the President of the Village of Burr Ridge on this  
8<sup>th</sup> day of October, 2018.



Village President

ATTEST:



Village Clerk





## VILLAGE OF BURR RIDGE

### MEMORANDUM

**TO:** Economic Development Committee

**FROM:** Evan Walter, Assistant to the Village Administrator

**DATE:** November 12, 2018

**RE:** EDC Meeting Calendar, Charter, and Composition

Mayor Straub has directed staff to prepare potential amendments to the Economic Development Committee's calendar, charter, and composition. The purpose of these amendments would be to transition the EDC to a working group, in which the Committee would providing more recommendations and analysis to the Board of Trustees on matters relevant to Village economic development. The three components of this proposal are listed below.

#### Calendar/Meeting Times

The EDC is proposed to change its schedule to meet monthly on the third Tuesday at 8:00am. Staff has discussed the option of a morning meeting with other communities who employ such a time; all reported great satisfaction with such an arrangement in that it did not interfere with evening plans and allowed for greater productivity. Morning meetings were also found to be positively related to each committee's ability to include other governmental bodies in economic development discussions when appropriate. The tentative amended list of 2019 regularly-scheduled meetings for the Economic Development Committee is found below. This meeting schedule follows the proposed practice of holding monthly meetings on the third Tuesday at 8:00am. Each standing committee or commission must publish a schedule of all meetings it plans to hold in the following year by the end of the current calendar year. Both the current meeting calendar and proposed meeting calendar are listed below; one must be approved by the Committee.

Current Calendar (7:00pm)	Proposed Calendar (8:00am)
January 15	January 15
March 19	February 19
May 21	March 19
July 16	April 16
September 17	May 21
November 19	June 18
	July 16
	August 20
	September 17
	October 15
	November 19
	December 17



## **Charter**

The current charter of the EDC is as follows: *“The mission of the Economic Development Committee is to act as a recommending body to advise the Village on ways to develop a positive business climate, consistent with the residential character of the community, which will encourage the retention of existing businesses and promote and assist in the growth and development of new businesses.”*

The following amendment is proposed:

*“The mission of the Economic Development Committee (EDC) is to grow a stronger business climate by being an active partner with businesses, investors, and residents. The EDC shall strengthen economic development in the Village by developing business retention, expansion, and attraction programs; the creation and implementation of economic development plans and policies; being business ambassadors to the community; coordinating with other governments on projects; and submitting an annual Economic Development Position Report to the Village Board at the beginning of the fiscal year.”*

The proposed charter explicitly names duties to be delegated to the EDC that is currently only implied, as well as promotes goal-setting for both members of and staff liaisons to the EDC.

## **Composition**

As the EDC expands the number of programs and policies it intends to oversee, the Committee may wish to consider expanding its membership from six to at least ten members. Committee members would continue to be chosen from the community’s primary business leaders and investors and include members who do not reside within Burr Ridge but have a vested interest in its economic success, such as business owners, employees of banks, or workforce development specialists. Staff has identified very few communities with a similar economic development committee having six or fewer members, with most having at least 12 and ranging up to 30 members.

Staff requests direction on each of these items. The amended committee structure would require Board approval; staff anticipates putting this consideration on the December 10 Board agenda if changes were recommended. A meeting calendar must be approved by the EDC regardless of which direction the Committee chooses to pursue to comply with State law.



# STRATEGIC MARKETING PLAN: VILLAGE OF BURR RIDGE HOTELS AND RESTAURANTS

*September 24, 2018*

**kivvit**

KIVVIT.COM | WASHINGTON, D.C. | BOSTON | NEW YORK | NEW JERSEY | CHICAGO | MIAMI



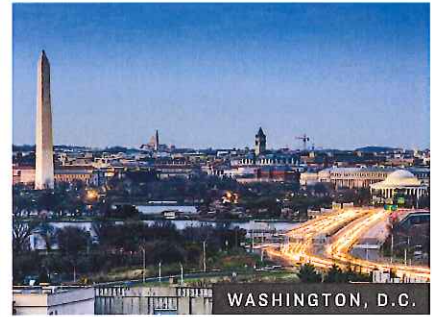
## ABOUT KIVVIT

*Kivvit is a nationally recognized strategic communications firm with offices in Chicago, Miami, New York City, New Jersey and Washington, D.C. With nearly 100 clients served by approximately 70 professionals, we specialize in public affairs, media relations, marketing, brand and identity development, graphic and creative design and reputation management.*

**70+**  
EMPLOYEES

ESTABLISHED  
**2002**

**5**  
OFFICES



## WORK PROGRAM

*In understanding the Village of Burr Ridge's objectives, Kivvit will build a comprehensive work plan that will culminate in a 1-year marketing plan that will achieve the hotels' and restaurants' stated marketing goals which include:*

- ➔ INCREASED TARGET AUDIENCE REACH
- ➔ IMPROVED AWARENESS
- ➔ INCREASED MARKET SHARE

### CAMPAIGN MANAGEMENT

Kivvit will manage critical administrative elements of the ad campaign which include media buy negotiations and ad inventory management. This core team will create an easy-to-use project tracker that helps track details of each campaign component. Below is an outline of the deliverables included in campaign management:

#### Research

We believe every great marketing program starts with research, that in turn informs messaging that resonates and connects with the target audience. We believe effective message development is a systematic process that includes market research, audience segmentation, affirmative and comparative message framing and message dissemination. This methodology will inform all aspects of our communications plan.

To begin, Kivvit will conduct campaign intelligence report to better understand how Burr Ridge's hotels and restaurants and restaurant marketing programs currently operate and how they compare with best-in-class industry standards. We will review and analyze recent media trends that impact the local tourism landscape and uncover opportunities to leverage those trends.

In addition, we will interview staff about your various programs and audiences to understand challenges that have hindered success in the past and points of success that can move the organization closer to achieving its goals.

These efforts will guide the branding process and overarching narrative that will effectively communicate the critical components around the hotel and restaurant programs.

The full report will be delivered in a full-scale presentation made over a 2-hour period to interested parties. The audit will be complemented by suggested next steps, all based on what we learned in our research phase.

### A DEEPER LOOK AT CAMPAIGN INTELLIGENCE REPORTS

#### What Is it?

A campaign intelligence Report is a market research report that uses a blend of research (traditional news, social media and in-person interviews) to help guide program messaging. The report is designed with your organization in mind, helping to surface salient insights about the organization and its industry. The information will help inform our strategy.

#### How It Works

During the first 30 days of the engagement, Kivvit will conduct its research and draft a comprehensive report on what we've found. The research and messaging developed during this process will guide the communications strategies.

#### Why It Works

This report will help to ground the paid advertising campaign in data informed insights and ensure that hotels and restaurants can best tailor its message for the target audience.



### Content Development

Kivvit's creative team includes award-winning graphic designers, writers, videographers, and digital experts, all of whom will work together to develop the content and collateral needed to increase the hotels and restaurant's reach.

Beyond the digital ad buying and strategy, Kivvit is prepared to lead efforts related to:

**Ad design:** Our award-winning creative team can lead the efforts related to photography, brand development and ad design for the campaign.

**Copywriting:** Using our campaign intelligence report, we can develop salient ad messages that are likely to inspire action among the audience.

**A/B Creative Testing:** Our creative team and digital strategist will work to see what photos and copy pairings are performing best and apply those key learnings to live ads

The creative process will include three illustrative creative guides for the CHA to choose from. The final campaign concept will inform each piece of digital collateral, which will likely include:

- › Banner advertising
- › Social Media Ads (Facebook, LinkedIn, Twitter and Instagram)
- › Native Ads
- › Sponsored Content
- › Search ads
- › Print Ads
- › Radio Ads

### Audience Segmentation

Kivvit's approach to digital targeting can help you connect with Chicagoland intended travelers looking for hotels or local restaurants. Based on our research and research tools, Kivvit can deliver highly efficient as that can be targeted to the right audiences at the right time.

Kivvit will analyze first, second- and third-party data made available through our media partners to gain insights into our target audiences media consumption habits and digital footprint. This exercise will reveal the behavioral, demographic and geographic profiles of:

- **Intended Travelers:**

Users who are likely taking a trip to Chicago in 2019 but are undecided on hotel accommodations

- **Event Guests:**

Target guests in town for conventions and major events and who will be within a 10-mile radius of the city and are likely looking for hotel accommodations or restaurant options

- **Local Families:**

Target local suburban families most likely to eat at a local restaurant instead of traveling into the city.

Each group will receive advertising designed to drive a response to a call-to-action message as well as more generic messaging in order to drive awareness and education.

We understand the paid media landscape can be crowded, that's why it's as important as ever to reach people with pertinent information the moment they are most likely to act.

While print and radio ads are limited in their ability to hyper target their audience, digital offers the most trackable and transparent means to reach potential guests. In the breakdown below, here's a look at how we might reach potential guests:

### **GEOTARGETING**

A key aspect of the village's strategy should be geo-targeting or targeting advertising to people based on their locations. Kivvit can target the zip codes and buildings where potential guests could be. For example, guests who are already at the hotel are likely looking for local food options. Kivvit can use geotargeting to send ads direct to guests' mobile devices while they are on the property and then use their IP address to resend ads if and when they leave the building.

### **REMARKETING**

A key demographic for the hotels and restaurants advertising efforts is people who view the village's website but then move on to other sites. These viewers are quite valuable to the village since they have already expressed interest in traveling to the area and are therefore more likely to visit hotels and restaurants.

Because it often takes several nudges for advertising content to have the desired effect on audiences, our team will utilize the remarketing technique to follow up with previous site viewers. Advertising will appear on websites that those people visit in the future, increasing the likelihood that they will complete the call-to-action highlighted in the ad. Remarketing is quite cost-efficient and effective, so we would recommend that the technique features prominently in the village's advertising strategy.

### **INTEREST AND BEHAVIORAL TARGETING**

Our team can identify potential travelers based on their interests and behavior. We'll use this targeting to apply on search, display and native advertising all of which will feature key category keywords like:

- › Chicago Suburbs
- › Burr Ridge
- › Burr Ridge Restaurant
- › Burr Ridge Hotel

Kivvit can also target display ads towards people visiting OTA sites, many of which also offer remarketing pixels.

### **INTEREST AND LOOKALIKE AND CUSTOM AUDIENCES**

Kivvit can also build lookalike audiences using the hotels and restaurants current list of contacts. These lookalike audiences consist of travelers who are using rewards points or who have signed up for updates by email. We can use those emails to speak directly to those travelers or create similar audiences of people who mirror the audiences.

These audience will prove especially valuable as they are most likely to respond to calls-to-action.





## SEGMENTED MESSAGES

In this campaign, the restaurants and hotels will divide target into three groups, but there will likely be two main objectives among them: awareness or booking. We can design a campaign in which all audiences each group will receive specialized based on their most likely need. For example:

### **Intended Travelers**

People planning to come to a hotel are sensitive to two things: price and reviews. Our communication direct to them will likely be focused on those two factors with a “Book Now” call to action at the forefront. This advertising approach can extend to paid OTA campaigns, which offer sponsored posts options for hotels and restaurants.

### **Event Guests**

Conventions and events in the Chicago suburbs offer great opportunities for quick stays and restaurant visits. Proximity to good accommodations help to keep guests in the area instead of traveling to downtown Chicago, which is why “nearness” will be an important factor in drawing interest. Language like “Just 10 miles from...” will help guest realize the benefit of choosing a hotel or restaurant close to them.

### **Local Families**

While local families might be low on the target list for hotels, they are among the more attractive for restaurants as they often frequent local restaurants on a semi-weekly basis. Much like event guests, they will be drawn in by proximity as well as special deals.





**Review Management**

As hospitality booking increases through Online Travel Agencies (OTA), hotels and restaurants are compelled to optimize their presence on the channels by responding to guests' complaints. Satisfactory replies and compliments to guest experiences help to increase visibility and overall ranking among popular OTA's like:

- The Priceline Group (Booking.com, Priceline.com, agoda.com, KAYAK, OpenTable)
- Expedia, Inc. (Expedia.com, Hotels.com, Egencia, Hotwire, Trivago, Venere.com, Classic Vacations, Expedia Local Expert (LX), Wotif Group, Travelocity)
- TripAdvisor Inc (tripadvisor.com)
- Opodo (opodo.com)

These listings also play a big role in each property search engine viability, which is another key in attracting guests.

Kivvit will work to claim and update all restaurant listings (as needed) and then work on a weekly response to guest inquiries. We will work to draft responses on three major platforms of the client's choosing (likely TripAdvisor, Yelp! and social media). We'll manage this platform using a third-party software platform (Revinatate) and work directly with General Managers to craft satisfactory responses.

**Media Buying**

Kivvit will work to negotiate and manage ad buys on behalf of the hotels and restaurants.

Media buys will include:

- Updated targeting models
- Flight plans, complete with ad units and budget outlines
- Campaign creative
- Website integration with analytics platforms (likely Google Analytics and Google Tag Manager)

Media buys will be developed in 3-month flights, each intended to optimize learning from the flight preceding it.

**Ad Optimization**

Digital ads offer quick insights into what is performing well and what isn't working. We will use that information to make timely adjustments to the campaign. The process starts with an "A/B Test" flight, which is a define 1-3-month period in which we launch a combination of ad copy and ad creative to see which resonates best within segmented audiences. We use learning from the A/B test to inform decisions related to what images to highlight, what language to use and what calls-to-action drive to our goals (see below for reporting integration).

Kivvit will devote at least 10% of billable time toward ad optimization and report findings in ongoing reports.



## YOUR KIVVIT TEAM / FORM OF ORGANIZATION

*Kivvit is a Limited Liability Corporation, incorporated in Illinois. The Managing Partners are Eric Sedler, based in Chicago, and Maggie Moran, based in New York.*



PRINCIPAL  
CHICAGO

### AKEEM ANDERSON | ACCOUNT LEAD

Akeem is a digital media strategist, with an emphasis on strategic, integrated communications across paid, earned and owned media. Prior to joining Kivvit, Akeem has been at the helm of award-winning digital strategy for hospitality clients like Marriott Brand, IHG Hotels, Strategic Hotels and Resorts and Fontainebleau. Currently, he head digital strategy for the Illinois State Treasurer's Office and The Law School Admission Council.

He will be tasked with leading core strategic elements of the work including integrated digital strategy and advertising strategy.



DIGITAL DIRECTOR  
CHICAGO

### ANDY ORE

Andy leads Kivvit's digital practice. He specializes in the management of integrated digital campaigns that leverage a diverse set of strategies and tactics.

Andy will work with Akeem to manage paid media and partner relationships.



GENERAL MANAGER  
CHICAGO

### JEFF

A 10+ veteran of Kivvit, Jeff specializes in content development, digital communications, advertising, media relations, grassroots organizing, strategy development and campaign management.

Jeff will lead contract and invoicing for the account.



SENIOR ASSOCIATE  
CHICAGO

### MARY KAY

Mary Kay specializes in public affairs and strategic communications issues. She has worked on financial, corporate and public sectors and provides media relations and public engagement support to a broad range of clients. Prior to Kivvit, Mary Kay worked at the City of Chicago, serving as the Deputy Director of Public Affairs for the Office of Budget and Management and Department of Finance. She also held positions on the Mayor's Office Scheduling & Advance team and Deputy Mayor's Economic Development team.

Mary Kay will lead the way on campaign research and help manage OTA responses.

## STATEMENT OF PREVIOUS EXPERIENCE/QUALIFICATIONS/REFERENCES

### CASE STUDIES



### NATIONAL RESTAURANT ASSOCIATION

As associations were taking to social media to increase grassroots engagement, the National Restaurant Association (NRA) wanted to be ahead of the crowd. Along with the NRA team, Kivvit helped revamp and reorganize their digital priorities to make them one of, if not the most, advanced advocacy channels in the industry.

Kivvit helped to reinvigorate the NRA's online presence through a variety of methods, including employing competitive assessment to identify areas for growth and opportunity. Acting on Kivvit's strategic guidance, the organization began to amplify their social media profile to establish a trustworthy and robust online brand that was both fun and informative around key political events, including the 2016 election.

Through paid and organic social media posts, innovative graphic content and targeted state and national advocacy campaigns, Kivvit helped NRA reestablish their brand as an industry leader.

With well-researched targets, existing email lists and original creative content, Kivvit helped the association double its followers in less than one month.



### WHEELING TOWN CENTER

To-date, Kivvit has worked with Wheeling Town Center (WTC) to create a strategic marketing and communications plan that brands the town center and engages target audiences in and around Wheeling.

Focused on both potential renters for WTC's luxury ONE apartments, and on visitors who will utilize the commercial and outdoor community plaza, Kivvit has worked with WTC to develop messaging, collateral, advertisements, press releases, promotional partnerships, and a comprehensive roadshow campaign that brings the town center to North Shore community events in anticipation of the 2019 opening. Our work to date has yielded more than 20 media hits in the Chicagoland music.





## WYNWOOD BUSINESS DISTRICT

Miami's Wynwood Arts District is internationally famed for its edgy street art and industrial character. The Wynwood Business Improvement District (BID) was created in 2013 as a municipal body representing more than 400 property owners that comprise the 50-city-block Wynwood Arts District. The BID works to enhance security and sanitation services in the neighborhood, advocate for the betterment of the area, raise awareness of advancements being made, and plan for the future of Wynwood.

Kivvit was brought on as the agency of record for the Wynwood BID and was immediately tasked with helping the BID to successfully achieve the necessary approvals for a new zoning code for the Wynwood area that would open the door to more residential development, while also safeguarding the artistic and industrial character of the area.

### **At the outset of our engagement, Kivvit:**

- Developed key messages that highlighted how the new plan would ensure that Wynwood continues to progress as a center for arts, culture, innovation, food and entertainment
- Managed paid media to drive website traffic
- Design website and create branding for collateral
- Created collateral materials to share with the community and elected officials
- Sent strategic direct communications to stakeholders
- Implemented an aggressive media outreach campaign that included managing media coverage and presentations for all the public meetings and lining up BID board members to meet one-on-one with key reporters as well as the editorial board

In the end, our campaign yielded overwhelmingly positive media coverage and strong support from the community for the new zoning code heading into the Miami City Commission meetings where the plan was considered. City Commissioners gave the new zoning plan unanimous approval and it went into effect in October of 2015.

Today, Kivvit continues to be the communications and public affairs agency for the Wynwood BID, working to raise awareness of the unique Miami neighborhood, support its advocacy efforts, and manage its communications with elected leaders at all levels of government.

## REFERENCES



**Michael W. Frerichs**  
ILLINOIS STATE TREASURER

Since 2017, Kivvit has served as the communication's and branding firm responsible for marketing, public relations and paid media campaign for the Treasurer's office and its programming which includes Illinois ICash, ABLE Illinois and Bright Start 529.

**Paris Ervin**

*Director of Communication*

100 W Randolph St, Chicago, IL 60601

312-814-1700



Kivvit has been a valued partner of Google's Chicago office, serving as Google's public affairs and media relations firm of record since 2013. In that capacity, Kivvit oversees local media strategy and outreach, develops collateral, identifies and engages key stakeholders, and manages event logistics.

Specifically, Kivvit's work has included support of Google work to engage diverse youth in STEM-related activities, including a street fair Kivvit helped to organize called GeekStreet, a day-long festival that allowed local school children to participate in educating, and entertaining STEM activities.

**Rob Biederman**

*Head of Midwest Government Relations & Public Affairs, MDW*

312-348-4640



Kivvit has been a long-standing public affairs partner to Exelon. Since May 2017, Kivvit it has worked on multiple initiatives for Exelon, including state legislative and regulatory affairs work, marketing and branding, and corporate social responsibility communications. Our primary work has involved developing key messages and collateral materials, identifying and engaging with critical stakeholders, assisting with media strategy and relations, and supporting digital communications.

**Jennifer Mullin**

*Director, Public Advocacy*

410-470-4167

## TRACKING PERFORMANCE

Campaign reporting will be an integral part of gauging campaign effectiveness, allowing the village to gauge audience engagement and feedback. To determine whether an advertisement has been successful, Kivvit can create an analytics suite that tracks important metrics. These metrics can include:

### Visibility

- Impressions
- Engagement Rates
- Post Actions
- Page Actions
- Reach
- Video Views
- Email Growth
- Fan/Follower Growth

### Engagement

- Clicks
- Time on Site
- Session Duration
- Page Session Increase
- Newsletter Subscriptions
- Conversions
- Open Rates

### Awareness

- Mentions
- Inbound Links
- Share of Conversation
- Searches

To help simplify the data, Kivvit can help package the data into easily-digestible reports for the GM's and owners to make decisions about marketing strategy. Kivvit will also use these metrics to make recommendations about changes to creative. For example, if engagement for an advertisement has dropped noticeably over time, the ad's messaging may be growing stale and require replacement. When analyzing advertising metrics, Kivvit will rely most heavily upon measures of engagement. While monitoring visibility is important to make sure that the appropriate audiences are viewing the Village's advertising, engagement is a more accurate metric of whether the ad is driving the results you want.

Kivvit will also conduct A/B testing for advertising in which we show different versions of the same ad to similar audiences and then determine which one performs better. Kivvit will use the insights gained from the comparison to adjust future advertisements.



## PROPOSED PROJECT SCHEDULE



## PRICE

ACTION ITEM	HOTELS	RESTAURANT	NOTES
Digital Advertising	\$150,000	\$15,000	Ads will be divided across hotel properties
Print Advertising	\$20,000		
OTA platform management	\$35,000		
Radio/Streaming	\$50,000		
Campaign Management	\$50,000	\$10,000	

# THANK YOU

Thank you for the opportunity to present this proposal. Please let us know if we can answer any questions. We are ready to begin work immediately.

**AKEEM ANDERSON**

Principal, Kivvit

Phone: 773.663.3660

Email: [jpvaladez@kivvit.com](mailto:jpvaladez@kivvit.com)

**CHICAGO**

222 W. Merchandise Mart Plaza  
Suite 2400  
Chicago, IL 60654

**kivvit**



# EXPECT BETTER. GET MORE.



BETTER MEDIA. BETTER STRATEGY. **BETTER RESULTS.**



November 7<sup>th</sup>, 2018



**MPI will partner with Burr Ridge to  
provide smart, seamless integrated  
plans to cover all your media and  
marketing  
placement needs.**

*We provide superior service,  
so you can focus on  
growing your business.*



# Yes, MPI does that ...

## Media Planning & Buying



### **DIGITAL**

Social Media, Paid Search, Email, Audio, Video, Streaming, Mobile, Display



### **BROADCAST**

Television, Radio, Programmatic



### **PRINT**

Newspaper, Magazine, Direct Mail, Directories



### **OUT-OF-HOME**

Billboards, Transit, Point-of-Sale, Event Sponsorships

## Analytics



Strategic Planning & Target Optimization Strategies



Consumer Insights & Reporting



Competitive Intelligence & Insights



Market Sizing, Focus Groups, Survey Research



Multi-Channel Reporting, Measurement, User Experience Analysis & A/B Testing

## Creative



Website Development & Graphic Design



Audio, Visual & Commercial Production



Brand Development & Content Creation



Ideas for Generating More Business

# ...and we do it better.

## Seamless, Hands-On Partnership: Relentlessly Focused on Growing Your Brand

*Companies hire MPI because of our results. The partnership makes it meaningful and manageable – it's right there in our name.*

## Save Time & Money

*MPI has experience and leverage with media outlets to help you eliminate waste and maximize your budget.*



## Niche Opportunities

*MPI has access to exclusive sponsorships, unique partnerships and vertical market targeting options. We can take your business far beyond "mass media."*

## More Attention & Better Results

*MPI generates success through truly smart marketing by closely monitoring and optimizing your campaigns in real time.*

# We have industry expertise.



Retail



Legal Services



Restaurants /  
Food Industry



Hospitality



Higher  
Education



Automotive



Family  
Attractions



Non-Profits



Travel



Health &  
Wellness



Senior Care



Home  
Improvement



Sports &  
Entertainment



Municipalities



Financial  
Services

# Why MPI?

- We have **more than 20 years in the business** of planning, negotiating, buying and measuring the impact of media.
- **We know your business.** Our extensive research throughout the planning process gives MPI the knowledge with which to deliver the most effective media mix for your brand.
- Our **strong relationships with media decision makers** locally and across the country will give Burr Ridge the edge you're looking for to secure visibility – when and where it counts.
- We do it better for less. Our targeted media plans will result in **the most effective and cost-efficient approach** for reaching the Burr Ridge consumer.
- Our seamless partnership provides you the **transparency and confidence** you need throughout the planning, negotiating, buying and measurement process.

# MPI has what it takes.



Don't just take our word for it! **More than half of our clients have been with us for upwards of 10 years.** Our superior customer service makes the difference and keeps them coming back.



**We work hard and smart,** providing you high-impact buys on myriad media platforms. Mass outreach, geographic- and demographic-focused approaches and the perfect media niches are all expertly tailored to your needs.



**We have veteran experience on both sides of the desk.** A former executive at ESPN, our CEO personally oversees every media plan we deliver. Our team has many years of experience across all media platforms.

# CASE STUDY



Northwestern  
University

## Objective

- Generate brand awareness
- Promote student enrollment

## Approach

- Developed a digital marketing and high-impact transit program that included King Posters with headliners and interior rail/bus car cards
- Obtained bonus media throughout transit campaign
- Secured a four-month extension to the transit campaign, a value of \$48,000, at no charge

## Results

- Northwestern University Health Communication exceeded their goal by 33% in its first year of recruiting
- The class grew by an additional 50% in its second year

*“The MPI team has been an essential partner in the success of the MS Health Communication program allow[ing] us to grow the class size by more than 50%. We definitely see the return on investment when we ask applicants how they heard about the program. I have worked with other marketing companies that over-promise and underwhelm. MPI consistently delivers results.”*

**Andrea Grace Chomistek**

Associate Director, MS Health Communication  
Northwestern University School of Communication





# CASE STUDY



## Objective

- Create a media plan to raise awareness of the City of Whiting's attractions in a 30-mile radius of the city center
- Immediately boost attendance at municipality events

## Approach

- Develop campaigns utilizing prominent positions in print, Pandora, outdoor (billboards), and the digital advertising space
- Research key geographic zones for targeting a diverse audience
- Secure added value across all platforms – no-charge upgrades to front page ads, additional digital impressions for each campaign at no cost, radio interviews with the Mayor at no cost, etc.

## Results

- Significantly increased attendance at Whiting events; 2018 has been a record year for all events.
- Mayor and VP of Marketing interviewed in both print and radio
- Continuous growth in tourism

*"The outstanding client services and attentiveness the City of Whiting has received from MPI in the past two years has been superb. We would especially like to thank Bill Horowitz, President of MPI and Chief Partnership Officer, for continuing to go above and beyond while working with our staff to assure complete satisfaction. We feel truly lucky for the opportunity to partner with such a great team of experts who are always willing to make positive strides in the growth of our City. The City of Whiting looks forward to continuing our partnership with MPI and favorably recommend MPI's services to be part of your team."*

**Mark Harbin**

Director of Special Events  
City of Whiting

**Amy Frets**

Director of Communications  
City of Whiting





# CASE STUDY



## Objective

- Generate brand awareness
- Increase ticket sales and sponsorships

## Approach

- Develop high-impact digital, print in niche publications, and outdoor (transit) campaigns that include significant added value opportunities
- Focus on specific audiences such as LGBTQ and Hispanic communities

## Results

- Ticket sales up 31% over 2017
- Sponsorship sales up 38% over 2017

*“Marketing Partnerships International, truly overdelivers when we order our media, especially in digital. Our ticket sales are up 32% and we projected 15% increase due to demographic/geographic research, and we attribute this growth to MPI’s positioning of our online and billboard buys for us. If we need 1 million impressions, or 500,000, et cetera, they get lower pricing than others we have looked at or on our own and deliver about 20% more impressions than we requested. They also track click through engagement and remarketing for more targeted efforts. MPI consistently overdelivers and the Chicago Sky is thrilled to work with the MPI team.”*

**Jim Burda**  
Chief Revenue Officer  
Chicago Sky



# CASE STUDY



## Objective

- Create awareness for Fair Oaks Farms in communities over a 40 mile radius, but within a 100 mile radius
- Promote 4 Major Annual Events

## Approach

- Used a highly targeted digital marketing strategy, premium cable opportunities and targeted impressions with Hulu and Pandora
- Secured bonus no-charge commercials throughout entire cable campaign
- Obtained bonus impressions throughout Pandora campaign

## Results

- The campaign saw an attendance increase of 29% for the various events
- Revenue increased by over 38%

*"We hired MPI to plan and buy our media to roll out our new branding campaign in 2016. The MPI team is terrific to work with. They are very knowledgeable about all forms of media (including traditional and digital media), they are responsive to questions and requests, they consistently deliver on timelines, and they provide appropriate communication and follow-up."*

**Shawn Stuckey**

Director of Marketing and Creative  
Fair Oaks Farms



# CASE STUDY



## Objective

- Generate leads for new move-ins to Enlivant's assisted-living communities across the U.S.
- Promote attendance at senior-related events throughout the year in each community
- Grow general awareness of the Enlivant brand

## Approach

- Researched more than 200 rural markets throughout the country and executed individual campaigns for each community
- Targeted adults 55 and older through utilizing local and hyper-local newspapers, niche senior publications, top-rated radio stations and out-of-home media (billboards, rural transit, etc.)
- Received more than \$45,000 of added value in the form of no-charge radio commercials, digital impressions, print ads, upgraded positioning, extended campaigns, etc.

## Results

- Company is expanding into many new markets due to the media success
- Due to the success of initial community campaigns managed by MPI, Enlivant awarded the media management of more than 200 communities to MPI
- Enlivant saw its highest number of move-ins in the history of company in March 2018

*"The team at MPI has done a great job for our company. Their follow-through, accuracy, and fast turnaround has been consistent. The media planners are easy to work with, providing customized recommendations for a vast number of markets. They have worked as an extension of our local teams, which allows us to focus on lead conversion rather than media issues. We have realized significant value-add not only from greater media exposure, but from releasing our own staff from the pitfalls associated with poorly negotiated contracts."*

**John Hoffman**  
Director of Marketing  
Enlivant



# Trusted by the local brands you know...



Northwestern  
University



Calumet College  
of St. Joseph

Columbia  
COLLEGE CHICAGO



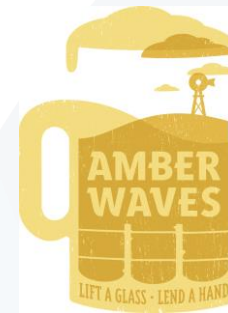
ThePlourdéInstitute



Music Institute of Chicago



# ...and national brands trusted by millions.



# Thank You!



BETTER MEDIA. BETTER STRATEGY. **BETTER RESULTS.**

Bill Horowitz, President

(312) 516-4220

[Bill@mpiadv.com](mailto:Bill@mpiadv.com)



# References

## Enlivant

**John Hoffman**

*Director of Marketing*

(312) 725-7066

jhoffman@enlivant.com

## City of Whiting

**Mark Harbin**

*Director of Marketing*

(219) 659-7704 ext. 246

mharbin@whitingindiana.com

## Chicago Sky

**Adam Fox**

*President/CEO*

(312) 994-5991

afox@chicagosky.net

## Harper College

**Donna Harwood**

*Senior Marketing Specialist*

(847) 925-6835

dharwood@harpercollege.edu

## Aurora University

**Deb Maue**

*Vice President/Advertising Manager and Director*

(630)844-7572

dmaue@aurora.edu

## Northwestern University School of Communication

**Stephanie Parkins**

*Associate Director, MS Health Communication*

(312) 503-2811

stephanie.parkins@northwestern.edu

**Tech Memo*****Katherine Legge Memorial Park******Culvert Modification Study***

Prepared for: Village of Burr Ridge  
451 Commerce Street  
Burr Ridge, Illinois 60527

Date: April 2018, Revised July 2018, Final December 2018

Prepared by:



Hampton, Lenzini and Renwick, Inc.  
Civil Engineers • Structural Engineers • Land Surveyors  
380 Shepard Drive  
Elgin, Illinois 60123



## **Project Summary**

On two unique occasions, a person or pet was swept into the park's drainage culvert and, fortunately, were able to escape on the other side. To reduce the chance of someone being knocked down and swept away by the water, the channel should be widened to reduce the velocity through the channel. Bollards may also be added upstream of the culvert to provide a last line of safety for someone that is caught in the channel.

## **Project Background**

Katherine Legge Memorial (KLM) Park is 52-acre park located in the southeast corner of the Village of Hinsdale. The park is tributary to an urbanized 0.98-square mile watershed that drains eastward through the 59<sup>th</sup> Street Ditch. Toward the east side of the park, the ditch changes from a natural meandering creek into a steep drainage channel with an 8' concrete lined bottom. This channel discharges into a 590-foot long 66-inch concrete culvert. The upstream face of the culvert is located within the Village of Hinsdale municipal boundaries, the remainder of the culvert is located within the Village of Burr Ridge. The downstream end of the culvert outlets to Illinois Tollway property at the Hinsdale Oasis.

On October 14-15, 2017, there were two separate instances of people or pets being swept by the rushing water through the channel into the culvert and washed through to the Tollway side of the culvert. The upstream end of the culvert is fitted with a reinforced concrete end section with a steel grate that covers a portion of the opening. Typical steel grating covers the upper diagonal portion of the end section, leaving the lower section open. For a 66-inch end section, the lower 30-inches are open and not protected by the steel grading.

Following these two incidents, the grating was removed from the downstream end section by the Tollway and the downstream channel was regraded. A fence was added in the park around the steep upstream channel to restrict access to the side banks and area around the channel. It should be noted that fencing was included in this area of the park, however other portions of the creek still remain without fencing.

This document explores additional actions to improve the safety at the upstream end of this culvert in the park.

## **Analysis of the Drainage Channel and Culvert**

Peak discharge rates were obtained from the IL Streamstats GIS web application using the USGS regression equations. Using the peak discharges rates and design data, the culvert was analyzed using the FHWA's HY-8 Culvert Analysis Program. Analysis of the existing culvert indicates that it will convey the 10-year event without overtopping. However, to convey the 50 year and larger events, flow will overtop the spillway and will be conveyed overland eastward toward Laurie Lane.

An analysis of the channel upstream of the culvert was performed using FHWA's Hydraulic Toolbox. Using the peak flow rates and a representative cross section, the depth and velocity of flow through the channel was calculated. Based off of data from the Oregon Department of Geology and Mineral Industries, water that is 1-foot deep moving at 6.7 mph can knock a person over. Deeper water requires less velocity. Using this information, Exhibit 3 was developed to show depths and velocities that could be unsafe. For all storms, the existing channel produces flows with enough velocity to knock a person from their feet.

## **Recommended Improvements**

The capacity of the existing culvert was analyzed and determined that it has capacity to convey the 10-year event without flow overtopping the spillway. Since there is limited excess capacity for the culvert to drain the upstream areas, the approaches taken aimed to not significantly alter the culvert or its drainage characteristics. Both recommendations assume that the existing fence remains in place after the desired improvements is constructed.

---

### ***Alternate One – Decrease Upstream Channel Velocities***

Velocity of water through a channel is related to the amount of flow and the flow area. To decrease the velocities, a larger area may be used. For this project, to increase the area, the channel may be widened. Increasing the width of the channel to 30' (15' in both directions) would decrease the velocity and height of flow through the channel such that only the largest storms (100-year) produce flow velocities that would knock a person over (see Exhibit 1). The channel bottom width can be reduced along with costs to 20' and 10' widths with varying level of protection (See Exhibit 3). The 10' bottom width option would likely fit within the existing fencing limits.

For calculation purposes, only the removal of the concrete channel and widening of the channel was considered. However, this option presents an opportunity to naturalize the channel, creating more of a meandering profile, riffle pools, etc. Taking this approach would provide natural area enhancement, decrease water velocities and improve water quality.

Alternate Cost = 30' bottom width \$70,000 (See Exhibit 5 for cost of alternate bottom widths)

Alternate Cost = 20' bottom width \$55,000

Alternate Cost = 10' bottom width \$45,000

### ***Alternate Two – Safety Bollards***

A different approach to improve the safety would be to construct safety bollards in a triangle formation upstream of the culvert's end section. Water would flow through and around the bollards and would not significantly impact the hydraulic performance of the culvert.

The bollards would provide something to grasp onto by a person that is being carried by rushing water in the channel. The bollards are placed so that a person would be able to maneuver themselves to the side of the channel, beyond the areas of highest flow.

Some drawbacks are that people would be able to grasp the bollards, but there would be no benefit for animals. There is a chance of injury if rushing water carries a person squarely into a bollard. The bollards will need periodic maintenance to remove branches or other debris that gets caught.

Alternate Cost = \$10,000

### ***Alternate Three – No Additional Changes***

The last alternate is to consider making no additional changes. The placement of a fence around the high velocity channel should prevent most access into this area. With the removal of the grate from the downstream end section, should something unfortunately enter into the culvert, it should pass out the other side within 1-2 minutes. The fence and landscaping could be improved to present more a natural, aesthetic barrier. Signs could be added near the channel to warn park-goers about the dangers of rushing water.

### ***Summary***

The split rail fence that has been constructed provides protection for the waterway to limit entry. Additional measures should be pursued in order to further limit access including:

- Move the metal fence mesh to the opposite side of the split rail fence to prevent individuals from climbing the fence for entry.
  - Maintain height of the fencing near the access road
  - Relocate the existing disc golf hole location to prevent the number of users that desire to enter the area.
  - Lock gates of the facility
-

# **TABLE OF CONTENTS**

**COVER**

**TABLE OF CONTENTS**

**NARRATIVE**

**EXHIBIT 1            KLM Culvert Modification – Velocity Reduction by Channel Widening**

**EXHIBIT 2            KLM Culvert Modification – Safety Bollards**

**EXHIBIT 3            Graph – Knock Down Potential – Velocity vs Depth**

**EXHIBIT 4            Historic Culvert and Channel Construction Documents**

**EXHIBIT 5            EOPC – Alternate 1 – Velocity Reduction by Channel Widening**

**EXHIBIT 6            EOPC – Alternate 2 – Safety Bollards**

**APPENDIX A        Hydrology Analysis (USGS StreamStats)**

**APPENDIX B        Channel Analysis (Hydraulic Toolbox)**

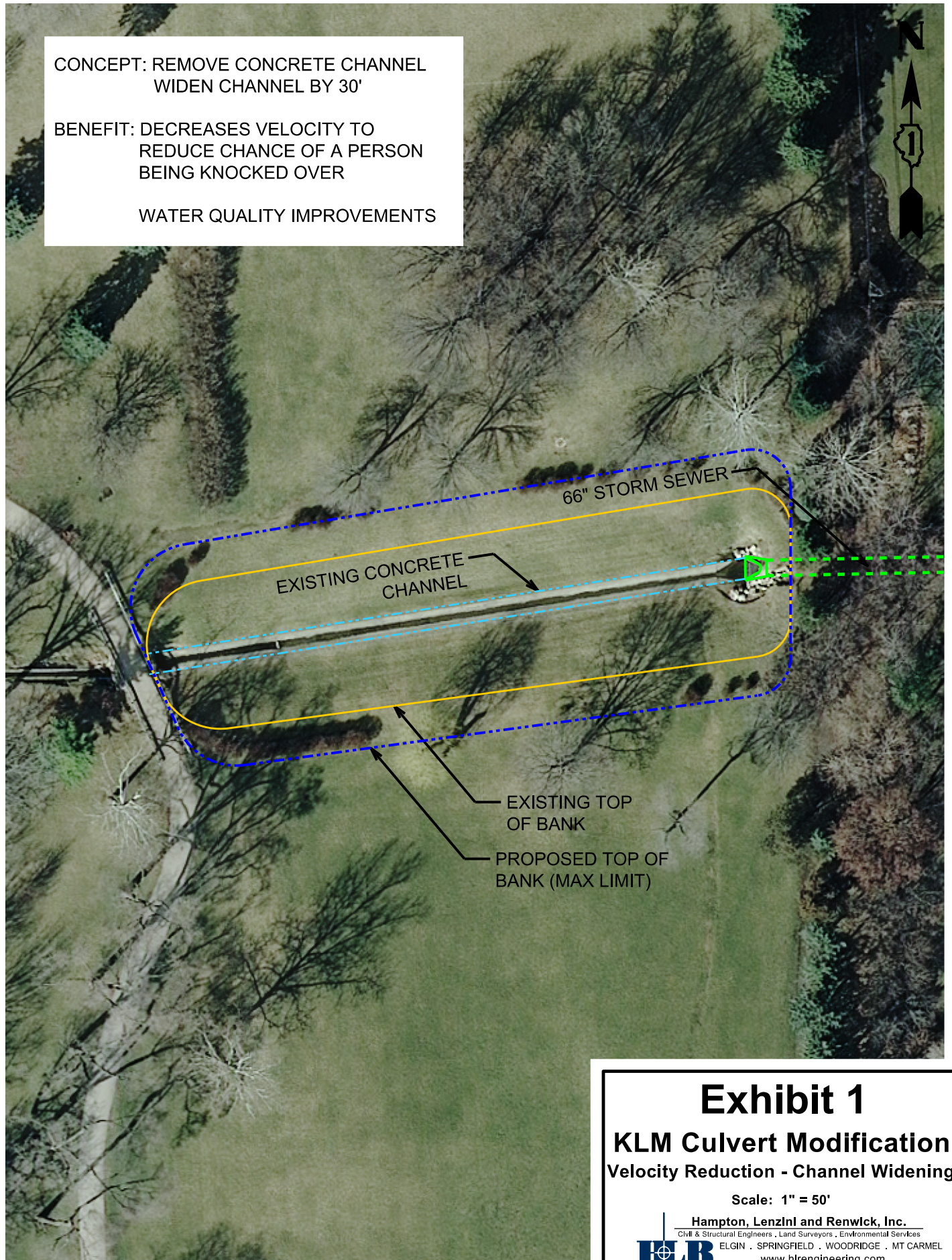
**APPENDIX C        Culvert Analysis (HY-8)**



CONCEPT: REMOVE CONCRETE CHANNEL  
WIDEN CHANNEL BY 30'

BENEFIT: DECREASES VELOCITY TO  
REDUCE CHANCE OF A PERSON  
BEING KNOCKED OVER

WATER QUALITY IMPROVEMENTS



## Exhibit 1

### KLM Culvert Modification Velocity Reduction - Channel Widening

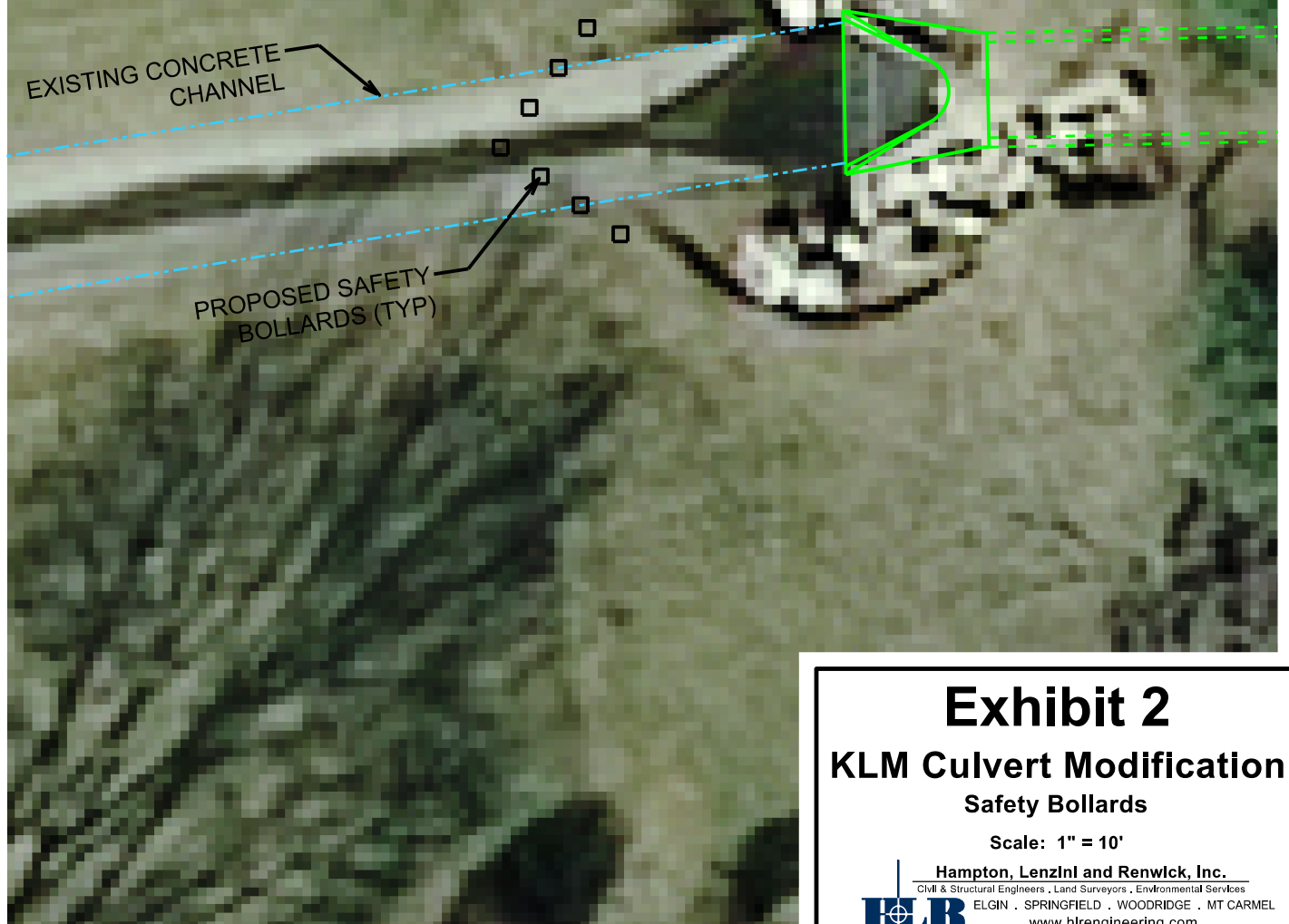
Scale: 1" = 50'

**Hampton, Lenzini and Renwick, Inc.**  
Civil & Structural Engineers, Land Surveyors, Environmental Services  
**HLR** ELGIN • SPRINGFIELD • WOODBRIDGE • MT CARMEL  
www.hltreengineering.com

CONCEPT: ADD BOLLARDS ACROSS THE CHANNEL  
TO BE GRASPED BY A PERSON IN AN  
EMERGENCY.

BENEFIT: ADDITIONAL SAFETY WITHOUT A  
SIGNIFICANT CHANGE IN HYDRAULIC  
PERFORMANCE OF THE SYSTEM.

DRAWBACKS: ADDITIONAL MAINTENANCE  
REQUIRED TO CLEAR TRAPPED DEBRIS.



## Exhibit 2

### KLM Culvert Modification

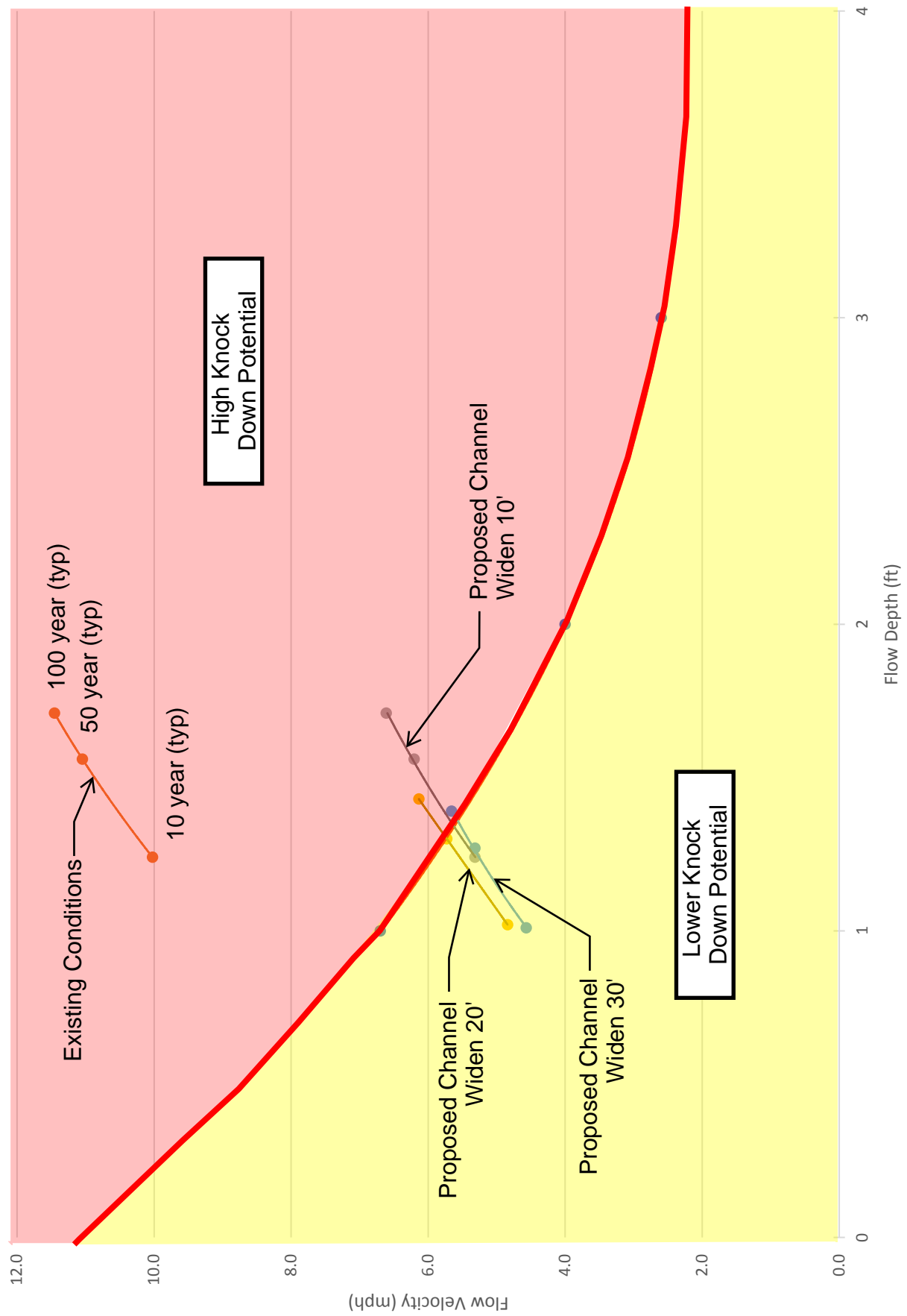
#### Safety Bollards

Scale: 1" = 10'

**Hampton, Lenzini and Renwick, Inc.**  
Civil & Structural Engineers, Land Surveyors, Environmental Services  
**HLR** ELGIN • SPRINGFIELD • WOODBRIDGE • MT CARMEL  
[www.hltreengineering.com](http://www.hltreengineering.com)



# Knock Down Potential - Velocity vs Depth

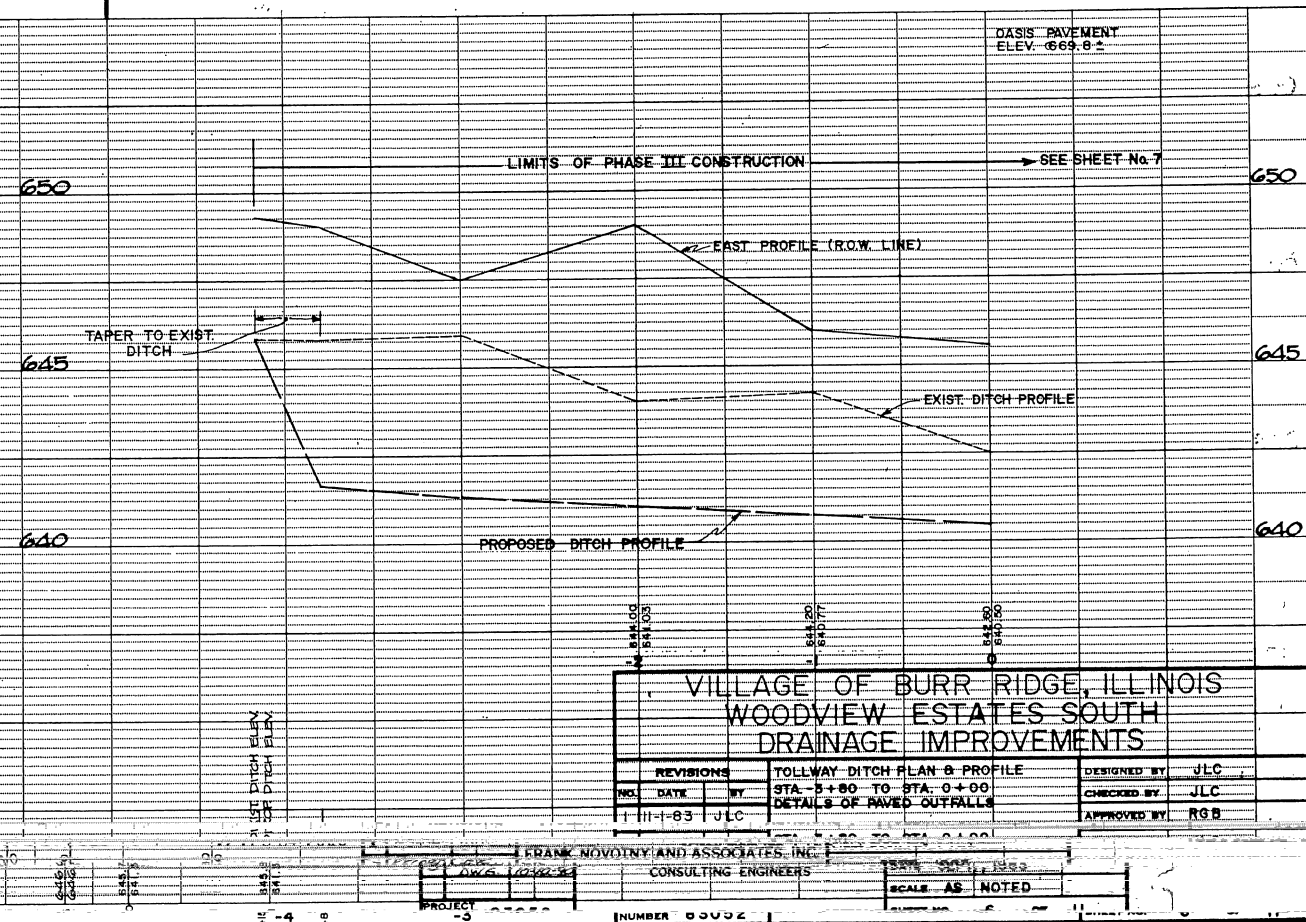
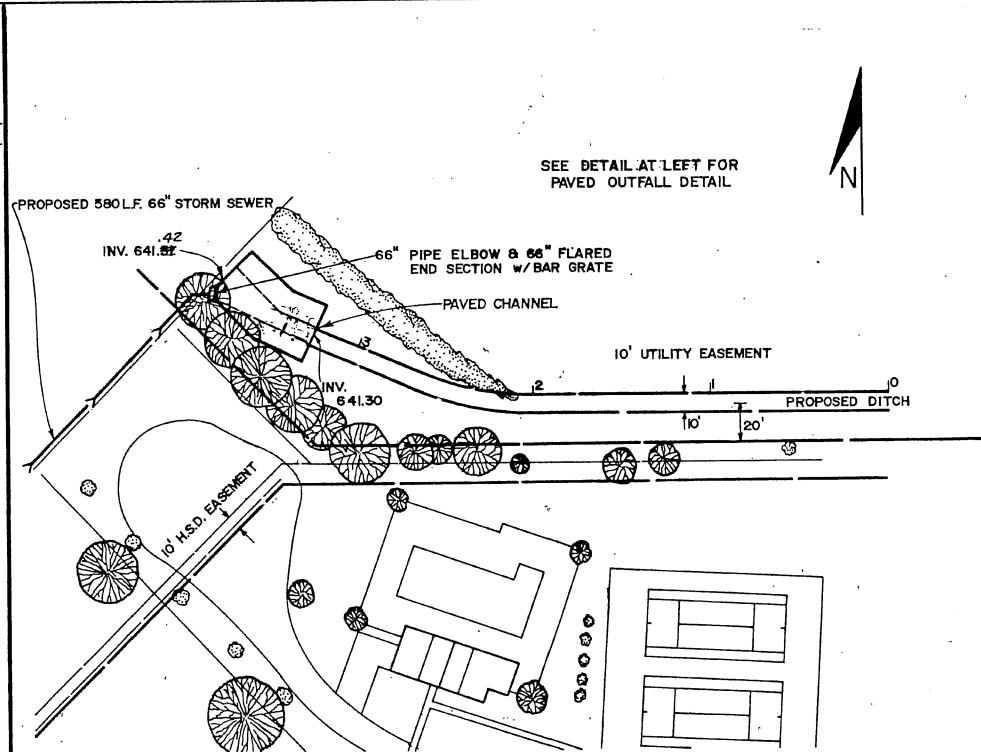
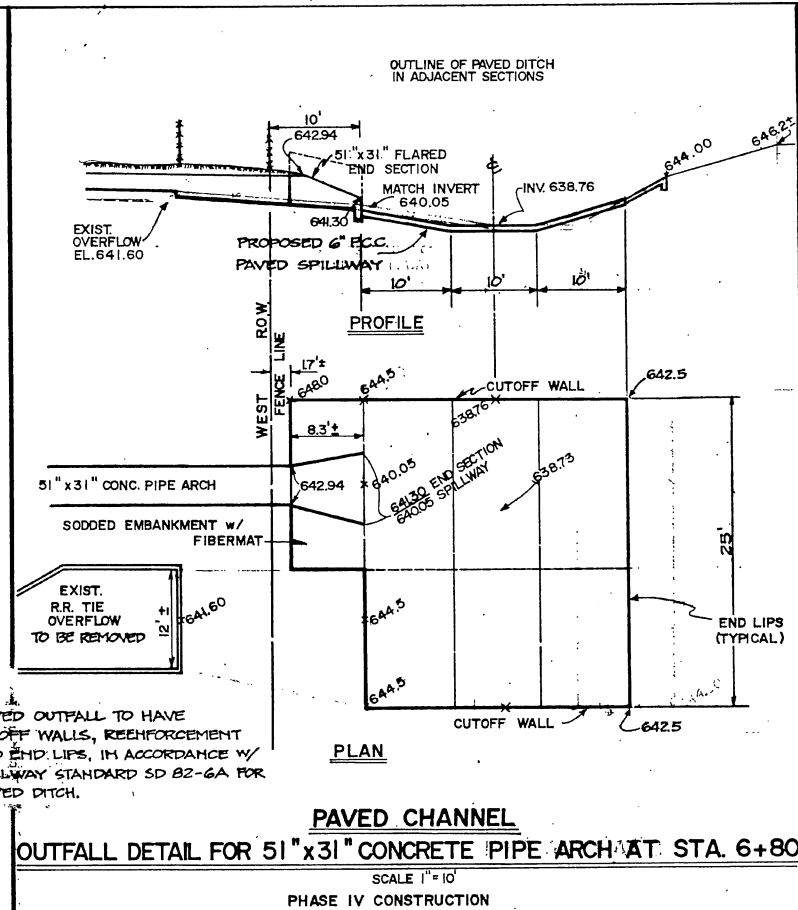








PROFILE	SURVEYED _____		BY _____	DATE _____
	PLOTTED _____			
	GRADES CHECKED _____			
	B. M. # NOTED _____			
	STRUCTURE NOTATIONS CHECKED _____			



**Hampton, Lenzini and Renwick, Inc.**

**Engineer's Opinion of Probable Cost  
KLM Culvert Modifications  
April 2018**

### Alternate 1 - Velocity Reduction by Channel Widening (30' Bottom Width)

[illegible]

Subtotal	\$	55,782.78
20% Contingency	\$	11,156.56
<b>Total</b>	<b>\$</b>	<b>66,939.34</b>

**General Notes:**

1. The unit prices shown above are based on best available data from 2017 IDOT Pay Item Reports.
2. Earth ex. calculated using cross sections and average end area method. More aggressive slopes could reduce earthwork.
3. Rip rap assumes three 2-foot high ditch checks across the channel.

**Hampton, Lenzini and Renwick, Inc.**

**Engineer's Opinion of Probable Cost  
KLM Culvert Modifications  
April 2018**

### Alternate 1 - Velocity Reduction by Channel Widening (20' Bottom Width)

[illegible]

Subtotal	\$	45,282.78
20% Contingency	\$	9,056.56
<b>Total</b>	<b>\$</b>	<b>54,339.34</b>

**General Notes:**

1. The unit prices shown above are based on best available data from 2017 IDOT Pay Item Reports.
2. Earth ex. calculated using cross sections and average end area method. More aggressive slopes could reduce earthwork.
3. Rip rap assumes three 2-foot high ditch checks across the channel.

**Hampton, Lenzini and Renwick, Inc.**

**Engineer's Opinion of Probable Cost  
KLM Culvert Modifications  
April 2018**

### Alternate 1 - Velocity Reduction by Channel Widening (10' Bottom Width)

[illegible]

Subtotal	\$	34,782.78
20% Contingency	\$	6,956.56
<b>Total</b>	<b>\$</b>	<b>41,739.34</b>

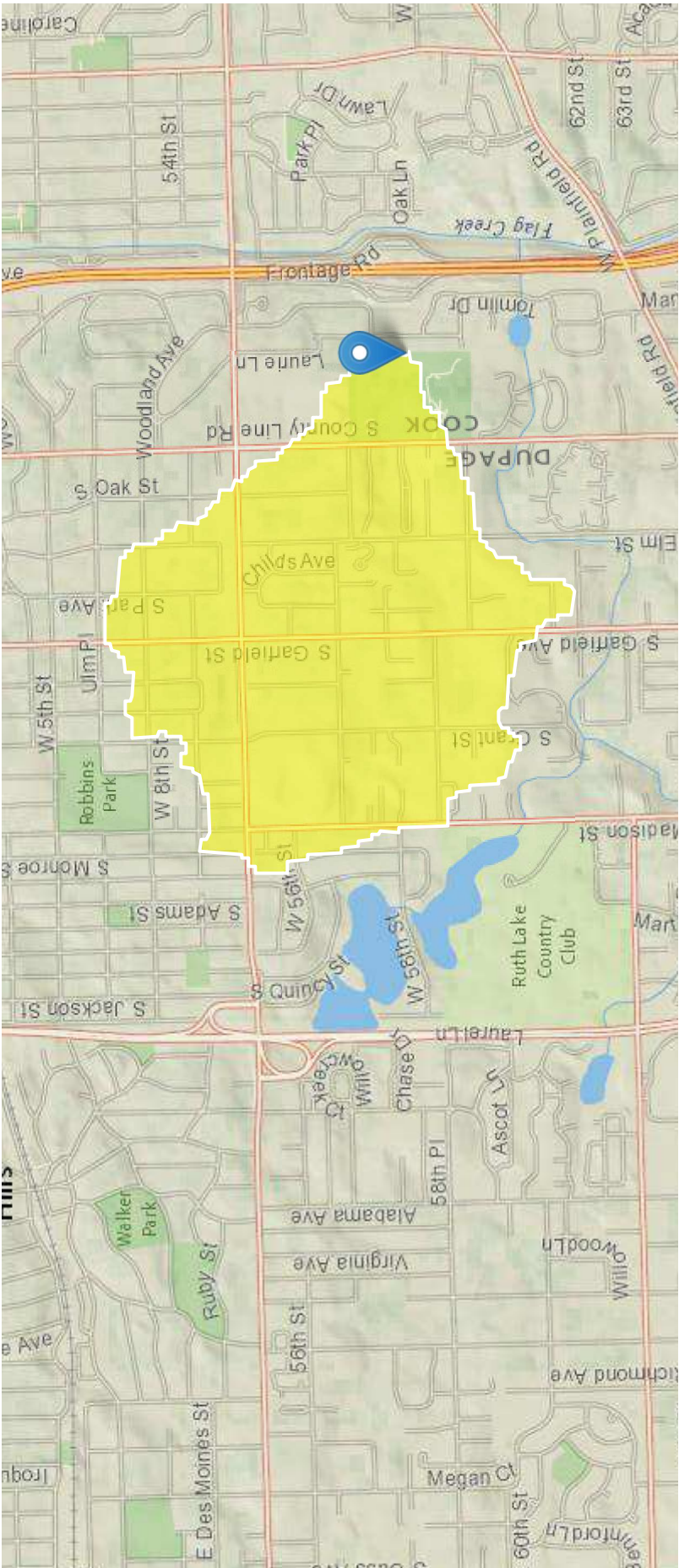
**General Notes:**

1. The unit prices shown above are based on best available data from 2017 IDOT Pay Item Reports.
2. Earth ex. calculated using cross sections and average end area method. More aggressive slopes could reduce earthwork.
3. Rip rap assumes three 2-foot high ditch checks across the channel.



# StreamStats Report - Katherine Legge Culvert Modification Study

Region ID: IL  
Workspace ID: IL20180403184704569000  
Clicked Point (Latitude, Longitude): 41.78296, -87.91210  
Time: 2018-04-03 13:47:20 -0500



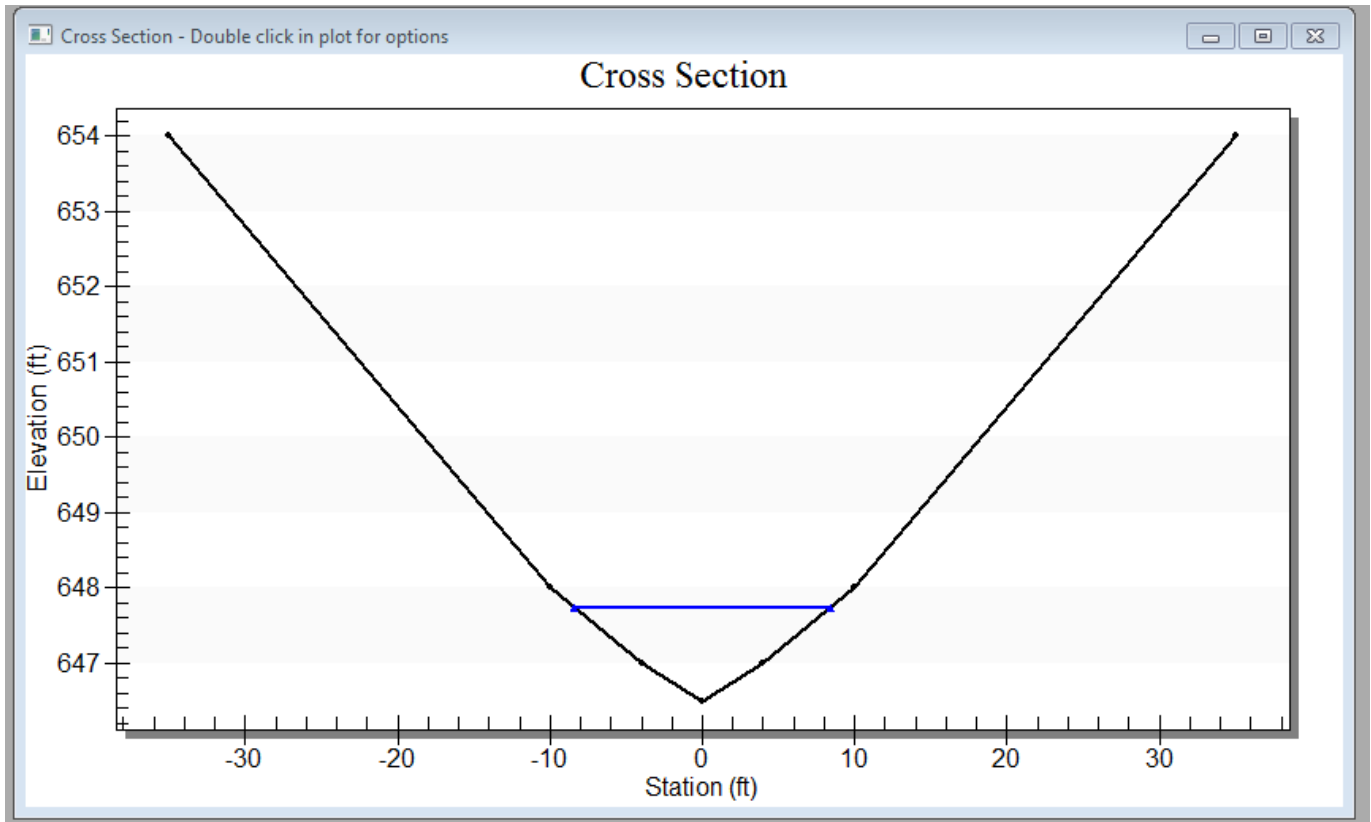
Parameter Code	Parameter Description	Value	Unit
DRNAREA	Area that drains to a point on a stream	0.98	square miles
FLC11DVLMMH	Fraction of drainage area that is in low to high developed land-use classes 22-24 from NLCD 2011	0.796	decimal fraction
FSSURGD78	Fraction of land area that is in very poorly drained and unknown likely water drainage classes 7 and 8 from SSURGO	0.067	decimal fraction
RELRELF	Basin relief divided by basin perimeter	15.96	feet per mi
BASLENAH	Basin length from outlet to basin divide determined using the method in the ArcHydro Toolset	1.71	miles

Peak-Flow Statistics Parameters [Region 2 Peak Rural and Urban 2016 5050]			
Parameter Code	Parameter Name	Value	Units
DRNAREA	Drainage Area	0.98	square miles
FLC11DVLMMH	Frac_Lo_Med_Hi_Developed_from_NLCD2011	0.796	decimal fraction
FSSURGD78	Fraction_SSURGO_Drainage_Classes_7_and_8	0.067	decimal fraction
RELRELF	Relative Relief	15.96	feet per mi
Peak-Flow Statistics Flow Report [Region 2 Peak Rural and Urban 2016 5050]			
PII: Prediction Interval-Lower, Plu: Prediction Interval-Upper, SEp: Standard Error of Prediction, SE: Standard Error (other -- see report)			
Statistic	Value	Unit	PII
Urban 2 Year Peak Flood	76.9	ft^3/s	36.7
Urban 5 Year Peak Flood	125	ft^3/s	58.4

Statistic	Value	Unit	PII	PIu	SEp
Urban 10 Year Peak Flood	164	ft^3/s	74.7	362	49.6
Urban 25 Year Peak Flood	225	ft^3/s	97	524	52.9
Urban 50 Year Peak Flood	279	ft^3/s	115	678	55.9
Urban 100 Year Peak Flood	342	ft^3/s	134	870	59.4
Urban 500 Year Peak Flood	523	ft^3/s	185	1470	66.9
<i>Peak-Flow Statistics Citations</i>					
<b>Over, T.M. , Saito, R.J., Veilleux, A.G., Sharpe, J.B., Soong, D.T., and Ishii, A.L.,2016, Estimation of peak discharge quantiles for selected annual exceedance probabilities in northeastern Illinois: U.S. Geological Survey Scientific Investigations Report 2016-5050, 50 p. (<a href="http://dx.doi.org/10.3133/sir20165050">http://dx.doi.org/10.3133/sir20165050</a>)</b>					



## Existing Conditions



User-Defined Cross Section

Channel File  
Browse for Existing .TW File

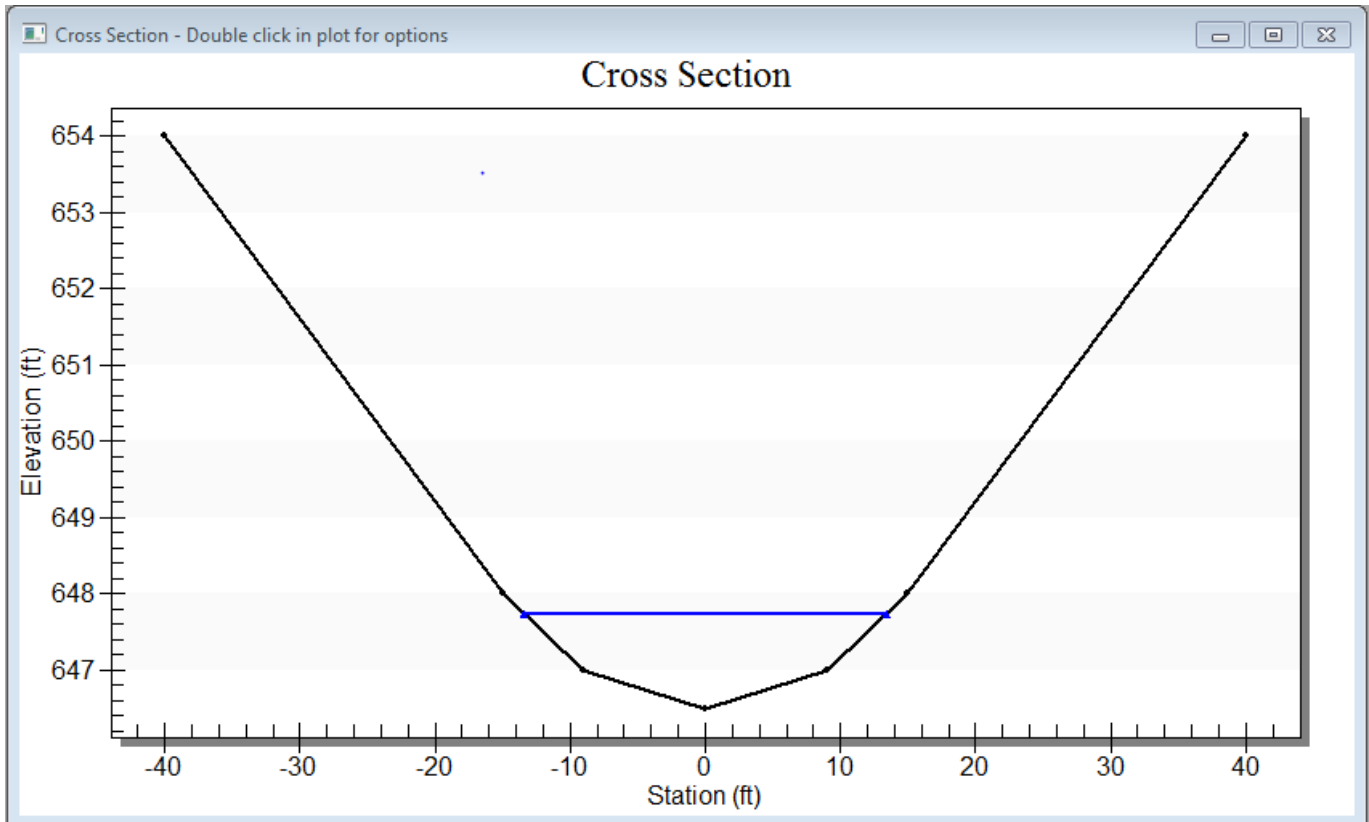
Channel  
Slope of Channel:  ft/ft  
Number of Cross-sec Points:

Irregular Channel Cross-Section

No.	Station (ft)	Elevation (ft)	Manning n
1	-35.000	654.000	0.0270
2	-10.000	648.000	0.0270
3	-4.000	647.000	0.0130
4	0.000	646.500	0.0130
5	4.000	647.000	0.0270
6	10.000	648.000	0.0270
7	35.000	654.000	

Existing Conditions - Channel Depth and Velocity				
Storm (year)	Flow Rate (cfs)	Depth (ft)	Velocity (fps)	Velocity (mph)
10	164	1.24	14.7	10.0
50	279	1.56	16.2	11.0
100	342	1.71	16.8	11.5

## Proposed Conditions – Widen 10'



User-Defined Cross Section

Channel File  
Browse for Existing .TW File

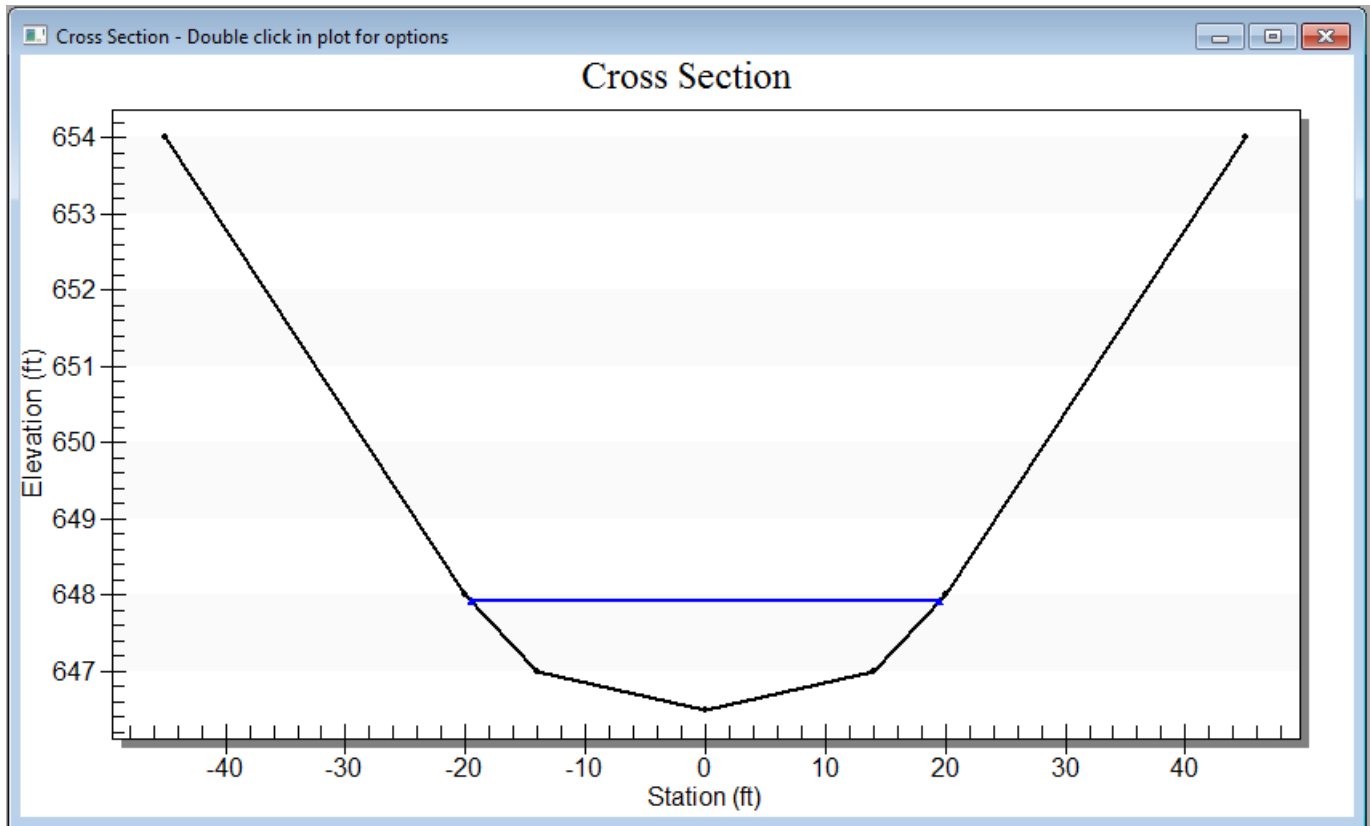
Channel  
Slope of Channel:  ft/ft  
Number of Cross-sec Points:

Irregular Channel Cross-Section

No.	Station (ft)	Elevation (ft)	Manning n
1	-40.000	654.000	0.0270
2	-15.000	648.000	0.0270
3	-9.000	647.000	0.0270
4	0.000	646.500	0.0270
5	9.000	647.000	0.0270
6	15.000	648.000	0.0270
7	40.000	654.000	

Proposed 10' Widen - Channel Depth and Velocity				
Storm (year)	Flow Rate (cfs)	Depth (ft)	Velocity (fps)	Velocity (mph)
10	164	1.24	7.8	5.3
50	279	1.56	9.1	6.2
100	342	1.71	9.7	6.6

## Proposed Conditions – Widen 20'



User-Defined Cross Section

Channel File  
Browse for Existing .TW File

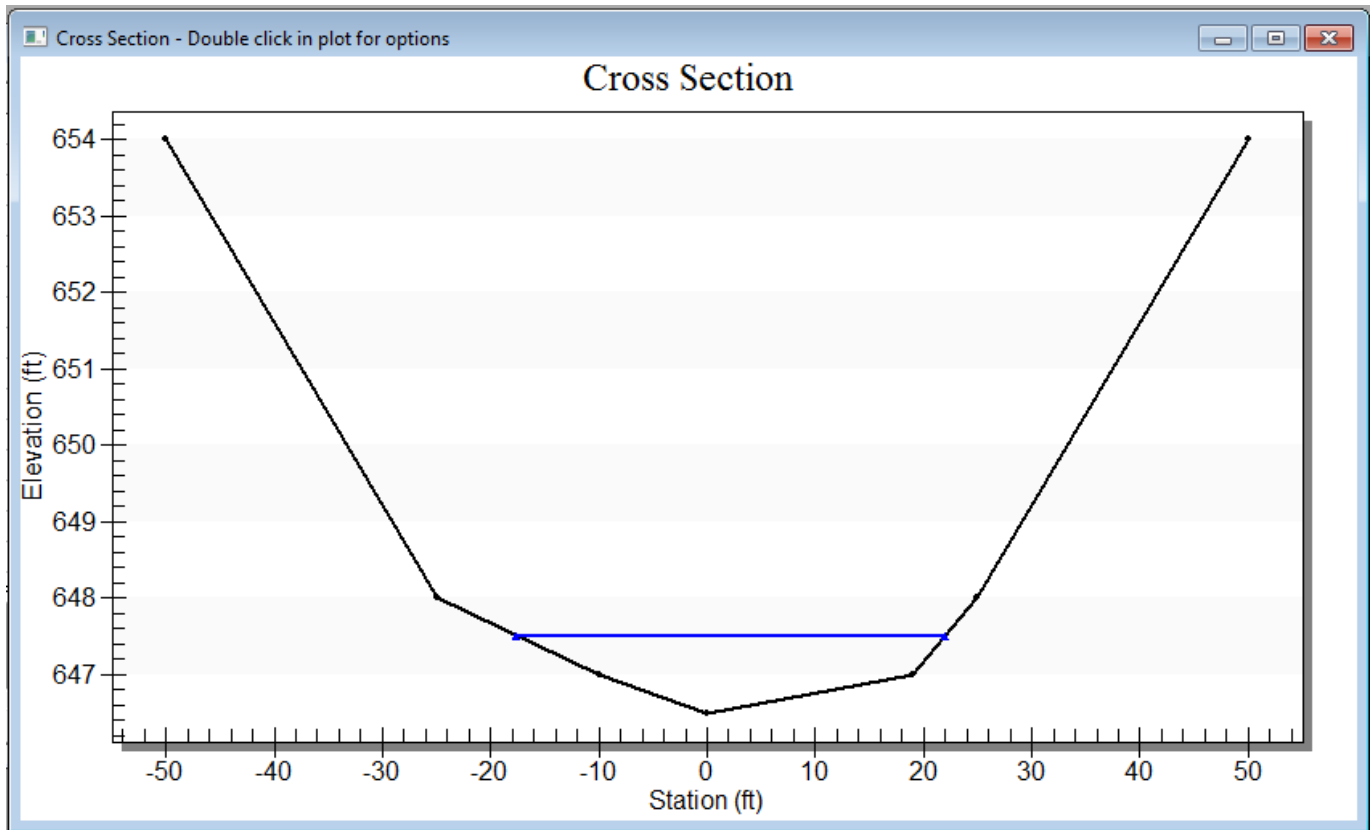
Channel  
Slope of Channel:  ft/ft  
Number of Cross-sec Points:

Irregular Channel Cross-Section

No.	Station (ft)	Elevation (ft)	Manning n
1	-45.000	654.000	0.0270
2	-20.000	648.000	0.0270
3	-14.000	647.000	0.0270
4	0.000	646.500	0.0270
5	14.000	647.000	0.0270
6	20.000	648.000	0.0270
7	45.000	654.000	

Proposed 20' Widen - Channel Depth and Velocity				
Storm (year)	Flow Rate (cfs)	Depth (ft)	Velocity (fps)	Velocity (mph)
10	164	1.02	7.1	4.8
50	279	1.30	8.4	5.7
100	342	1.43	9.0	6.1

## Proposed Conditions – Widen 30'



User-Defined Cross Section

Channel File  
Browse for Existing .TW File

Channel  
Slope of Channel:  ft/ft  
Number of Cross-sec Points:

Irregular Channel Cross-Section

No.	Station (ft)	Elevation (ft)	Manning n
1	-50.000	654.000	0.0270
2	-25.000	648.000	0.0270
3	-10.000	647.000	0.0270
4	0.000	646.500	0.0270
5	19.000	647.000	0.0270
6	25.000	648.000	0.0270
7	50.000	654.000	

Proposed 30' Widen - Channel Depth and Velocity				
Storm (year)	Flow Rate (cfs)	Depth (ft)	Velocity (fps)	Velocity (mph)
10	164	1.01	6.7	4.6
50	279	1.27	7.8	5.3
100	342	1.39	8.3	5.7

# HY-8 Culvert Analysis Report

## Project Notes

Project Title: KLM - Culvert Modification Analysis

Designer: Hampton, Lenzini and Renwick, Inc.

Project Date: Tuesday, April 10, 2018

Notes:

## Project Units: U.S. Customary Units

## Outlet Control Option: Profiles

## Exit Loss Option: Standard Method

## Crossing Notes:

## Crossing Discharge Data

Discharge Selection Method: Specify Minimum, Design, and Maximum Flow

Minimum Flow: 164 cfs

Design Flow: 279 cfs

Maximum Flow: 342 cfs

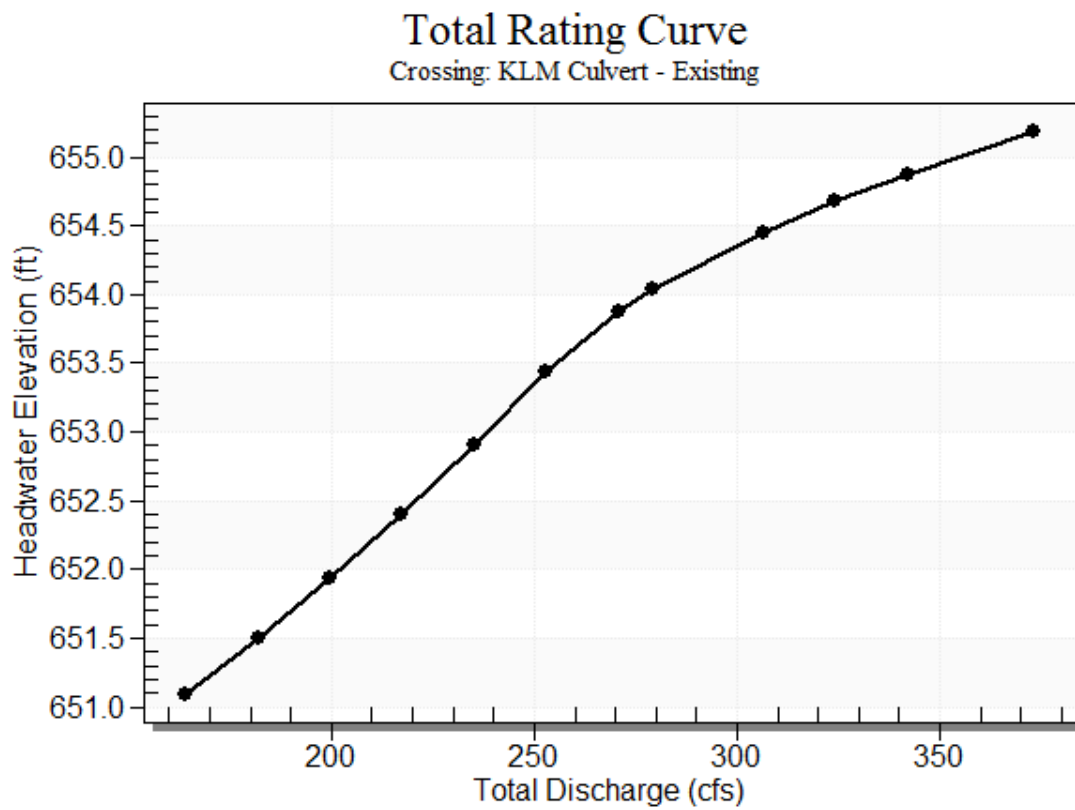
Existing model 590-foot 66-inch diameter culvert and potential hydraulic impacts of modification to inlet conditions.

A custom tailwater curve is calculated to account for the bend at the end of the culvert. The bend losses are added to the tailwater depths based on the channel shape to create a custom curve.

**Table 1 - Summary of Culvert Flows at Crossing: KLM Culvert - Existing**

Headwater Elevation (ft)	Total Discharge (cfs)	66-inch diameter culvert Discharge (cfs)	Roadway Discharge (cfs)	Iterations
651.10	164.00	164.00	0.00	1
651.50	181.80	181.80	0.00	1
651.93	199.60	199.60	0.00	1
652.40	217.40	217.40	0.00	1
652.90	235.20	235.20	0.00	1
653.44	253.00	253.00	0.00	1
653.88	270.80	266.37	4.39	5
654.03	279.00	270.97	7.99	5
654.45	306.40	282.97	23.42	5
654.67	324.20	289.09	35.06	4
654.87	342.00	294.55	47.42	4
653.50	254.79	254.79	0.00	Overtopping

### Rating Curve Plot for Crossing: KLM Culvert - Existing



**Culvert Notes: 66-inch diameter culvert**

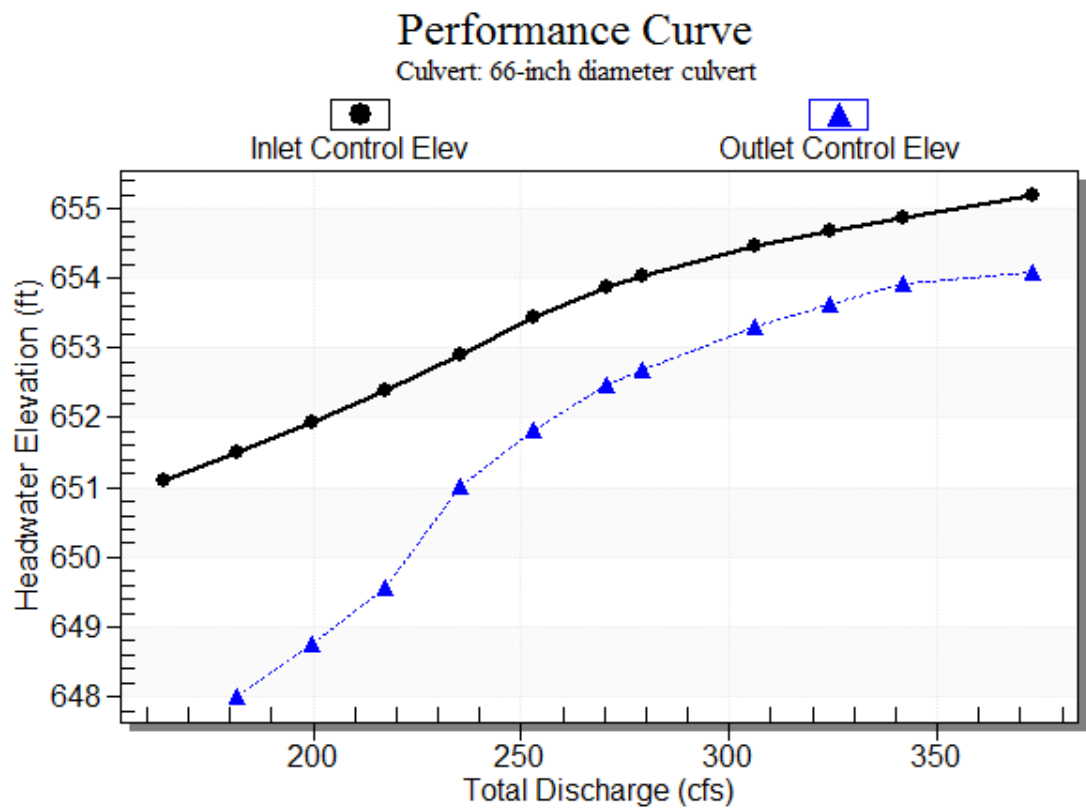
**Table 2 - Culvert Summary Table: 66-inch diameter culvert**

Total Discharge (cfs)	Culvert Discharge (cfs)	Headwater Elevation (ft)	Inlet Control Depth (ft)	Outlet Control Depth (ft)	Flow Type	Normal Depth (ft)	Critical Depth (ft)	Outlet Depth (ft)	Tailwater Depth (ft)	Outlet Velocity (ft/s)	Tailwater Velocity (ft/s)
164.00	164.00	651.10	5.346	0.0*	1-S2n	2.971	3.575	2.971	1.530	12.526	7.360
181.80	181.80	651.50	5.749	2.249	5-S2n	3.170	3.769	3.170	1.640	12.832	7.560
199.60	199.60	651.93	6.180	3.009	5-S2n	3.368	3.951	3.389	1.750	13.000	7.750
217.40	217.40	652.40	6.645	3.814	5-S2n	3.571	4.125	3.571	1.860	13.326	7.950
235.20	235.20	652.90	7.149	5.266	5-S2n	3.783	4.284	3.783	1.970	13.516	8.150
253.00	253.00	653.44	7.693	6.080	5-S2n	3.996	4.433	4.015	2.080	13.611	8.340
270.80	266.37	653.88	8.129	6.722	5-S2n	4.189	4.536	4.189	2.190	13.746	8.540
279.00	270.97	654.03	8.285	6.949	5-S2n	4.256	4.570	4.256	2.191	13.765	8.541
306.40	282.97	654.45	8.703	7.555	5-S2n	4.430	4.653	4.429	2.370	13.815	8.790
324.20	289.09	654.67	8.924	7.874	5-S2n	4.531	4.694	4.531	2.460	13.798	8.910
342.00	294.55	654.87	9.124	8.163	5-S2n	4.664	4.730	4.664	2.550	13.749	9.030

\* Full Flow Headwater elevation is below inlet invert.



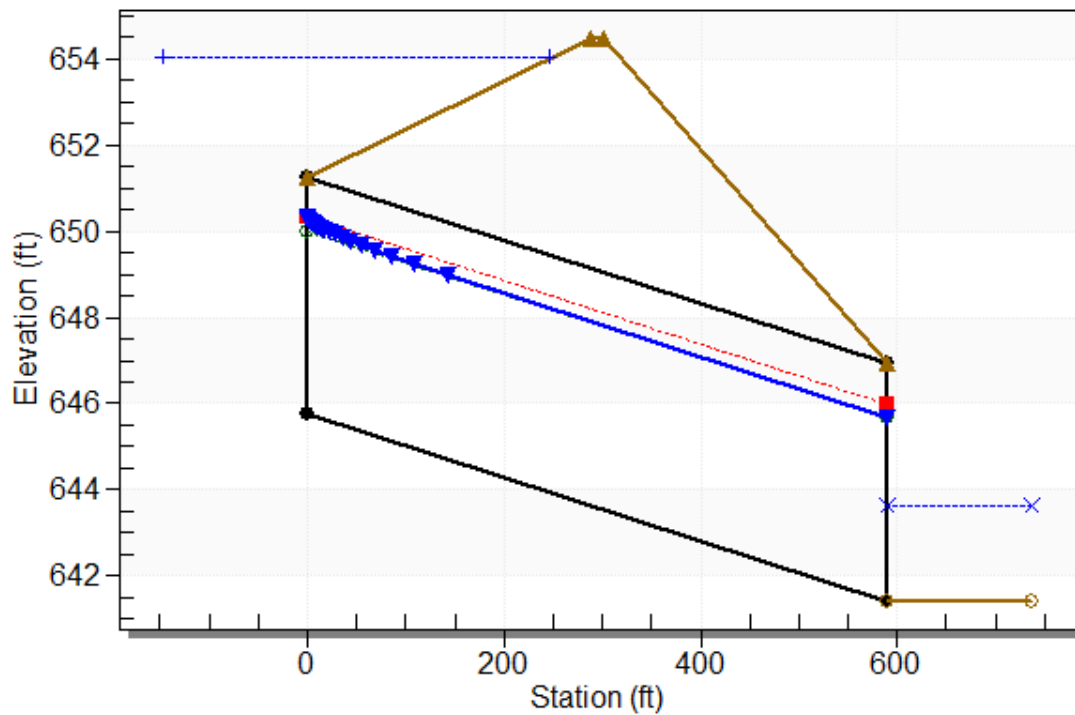
Culvert Performance Curve Plot: 66-inch diameter culvert



### Water Surface Profile Plot for Culvert: 66-inch diameter culvert

Crossing - KLM Culvert - Existing, Design Discharge - 279.0 cfs

Culvert - 66-inch diameter culvert, Culvert Discharge - 271.0 cfs



### Site Data - 66-inch diameter culvert

Site Data Option: Culvert Invert Data

Inlet Station: 0.00 ft

Inlet Elevation: 645.75 ft

Outlet Station: 590.00 ft

Outlet Elevation: 641.42 ft

Number of Barrels: 1

### Culvert Data Summary - 66-inch diameter culvert

Barrel Shape: Circular

Barrel Diameter: 5.50 ft

Barrel Material: Concrete

Embedment: 0.00 in

Barrel Manning's n: 0.0130

Culvert Type: Straight

Inlet Configuration: Beveled Edge (1:1)

Inlet Depression: NONE

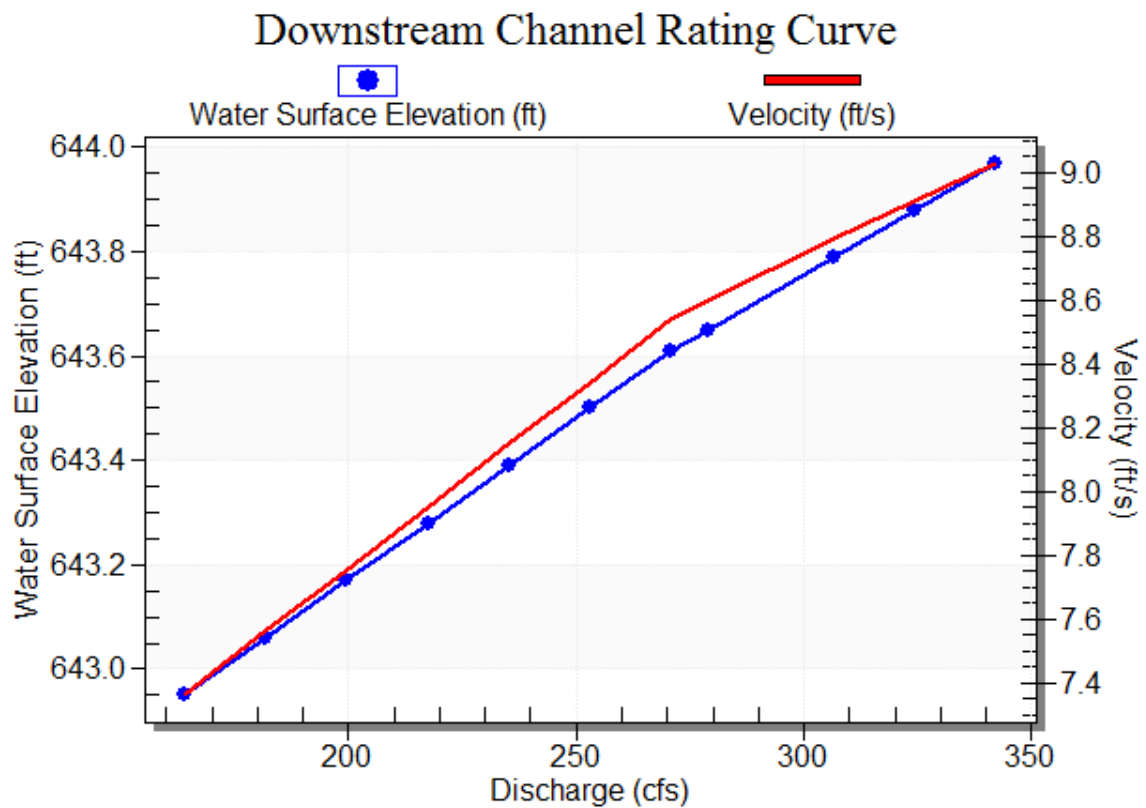
**Table 3 - Downstream Channel Rating Curve (Crossing: KLM Culvert - Existing)**

Flow (cfs)	Water Surface Elev (ft)	Depth (ft)	Velocity (ft/s)
164.00	642.95	642.95	7.36
181.80	643.06	643.06	7.56
199.60	643.17	643.17	7.75
217.40	643.28	643.28	7.95
235.20	643.39	643.39	8.15
253.00	643.50	643.50	8.34
270.80	643.61	643.61	8.54
279.00	643.65	643.65	8.60
306.40	643.79	643.79	8.79
324.20	643.88	643.88	8.91
342.00	643.97	643.97	9.03

Existing model 590-foot 66-inch diameter culvert and potential hydraulic impacts of modification to inlet conditions.

A custom tailwater curve is calculated to account for the bend at the end of the culvert. The bend losses are added to the tailwater depths based on the channel shape to create a custom curve.

### Tailwater Rating Curve Plot for Crossing: KLM Culvert - Existing



### Roadway Data for Crossing: KLM Culvert - Existing

Roadway Profile Shape: Irregular Roadway Shape (coordinates)

Roadway Surface: Gravel

Roadway Top Width: 15.00 ft

December 6, 2018

I am writing to announce my resignation from The Village of Burr Ridge, effective two weeks and one day from this date which would make December 21<sup>st</sup> my last day.

Thank you for the opportunities for growth that you have provided me.

I wish you and the company all the best. If I can be of any help during the transition, please don't hesitate to ask.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nathan Arnquist". The signature is written in a cursive, flowing style.

Nathan Arnquist

VILLAGE OF BURR RIDGE

8K

ACCOUNTS PAYABLE APPROVAL REPORT

BOARD DATE: 11/26/18

PAYMENT DATE: 11/27/18

FISCAL18-19

FUND	FUND NAME	PAYABLE	TOTAL AMOUNT
10	General Fund	72,058.73	72,058.73
23	Hotel/Motel Tax Fund	58,393.30	58,393.30
31	Capital Improvements Fund	70,213.60	70,213.60
34	Storm Water Management	253.75	253.75
51	Water Fund	30,171.03	30,171.03
52	Sewer Fund	1,014.72	1,014.72
61	Information Technology	99.99	99.99
	TOTAL ALL FUNDS	<u>\$ 232,205.12</u>	<u>\$ 232,205.12</u>

PAYROLL

PAY PERIOD ENDING November 17, 2018

	TOTAL PAYROLL
Board Members	\$ 2,400.00
Administration	17,452.59
Finance	7,421.34
Police	103,984.37
Public Works	19,257.90
Water	25,748.25
Sewer	7,462.64
TOTAL	183,727.09
GRAND TOTAL	<u>\$ 415,932.21</u>

11/20/2018 02:07 PM  
User: asullivan  
DB: BURR RIDGE

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE  
POST DATES 11/26/2018 - 11/26/2018  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

Page: 1/5

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 1010 Boards & Commissions					
10-1010-40-4040	2019 Membership Ill Muncipal Lea Illinois Municipal League		11/14/18	2019	1,250.00
10-1010-40-4042	Attend St. James 185th Ann/Pavez Albert Paveza		11/13/18	111318	75.00
10-1010-50-5010	Legal Services - General 09/18 Klein, Thorpe & Jenkins, I		10/17/18	093018	2,746.00
10-1010-50-5010	Legal Services - Personnel-09/18 Klein, Thorpe & Jenkins, I		10/17/18	093018	1,718.50
10-1010-50-5010	Legal Services- Sterigenics-09/1 Klein, Thorpe & Jenkins, I		10/17/18	093018	943.00
10-1010-50-5015	Prosecution Services - 10/2018 Christine Charkewycz		11/02/18	41	780.00
10-1010-50-5025	Postage - 11/18 Postmaster		11/20/18	112018	225.00
10-1010-50-5030	Boards & Commission -Ph Service1 Call One		11/15/18	111518	70.24
10-1010-80-8010	English Gardem/Straub, Charmaine Vince's Flowers & Landscap		11/05/18	9187-F	133.95
Total For Dept 1010 Boards & Commissions					7,941.69
Dept 2010 Administration					
10-2010-50-5030	Admin Phone Service - 11/18 Call One		11/15/18	111518	1,159.04
10-2010-50-5035	Public Hearing Notices - 09/2018 Chicago Tribune		09/30/18	09/2018	87.78
10-2010-50-5035	Publish Notice of Public Hearing Chicago Tribune		10/04/18	002052989000	49.09
10-2010-50-5040	Business Cards - Beltran, A Grasso Graphics		10/18/18	29762	62.37
10-2010-50-5075	Plan Review Permit #18-221 B & F Construction Code Se		09/06/18	50042	300.00
10-2010-50-5075	Plan Review Permit #18-224 B & F Construction Code Se		09/06/18	50036	225.00
10-2010-50-5075	July Inspections - 2018 B & F Construction Code Se		07/31/18	10328	10,084.24
10-2010-50-5075	Plan Review Permit#18-191 -09/18 B & F Construction Code Se		09/06/18	50048	150.00
10-2010-50-5075	Plan Reviews - October 2018 Don Morris Architects P.C.		10/31/18	10/31/18	4,130.00
10-2010-50-5075	Inspections - October - 2018 Don Morris Architects P.C.		10/31/18	10/31/18	6,180.00
Total For Dept 2010 Administration					22,427.52
Dept 4010 Finance					
10-4010-50-5030	Finance Phone Service - 11/18 Call One		11/15/18	111518	351.22
10-4010-50-5035	Publish Treasurer's Report -10/1 Chicago Tribune		10/04/18	002052989000	470.40
10-4010-50-5040	Business Cards - Sullivan & Dolc Grasso Graphics		10/18/18	29762	124.75
Total For Dept 4010 Finance					946.37
Dept 4020 Central Services					
10-4020-50-5081	FSA Monthly Charge - 10/2018 Discovery Benefits, Inc.		10/31/18	0000936284	83.00
10-4020-60-6010	Coffee Supplies - PD - 11/18 Commercial Coffee Service,		11/06/18	150436	34.95
10-4020-60-6010	Coffee Supplies - PW- 11/18 Commercial Coffee Service,		11/07/18	150475	119.45
10-4020-60-6010	Coffee Supplies PD-11/18 Commercial Coffee Service,		11/14/18	150597	111.60
Total For Dept 4020 Central Services					349.00
Dept 5010 Police					
10-5010-40-4032	FY 18-19 Allow -Dress Shoes -- M JG Uniforms, Inc.		10/23/18	45093	118.50
10-5010-40-4032	Armor/Jacket/Namestrip - Scheide JG Uniforms, Inc.		09/13/18	45092	735.00
10-5010-40-4032	97R6686 S/S Shirt, Navy poly/rayRay O'Herron Co., Inc.		11/08/18	1859452	93.90
10-5010-40-4032	39300-86 Trouser Cargo, Navy pol Ray O'Herron Co., Inc.		11/08/18	1859452	144.00
10-5010-40-4032	125-NB Cap watch Fleece Lined, N Ray O'Herron Co., Inc.		11/08/18	1859452	15.00
10-5010-40-4042	Certified Firearm Specialist Tra International Firearm Spec		11/13/18	2018BURRMO01	525.00
10-5010-40-4042	Lodging for Open Text Training-H Ryan J. Husarik		11/07/18	110718	370.41
10-5010-50-5020	Motor/Criminal Searches - 10/18 LexisNexis Risk Solutions		10/31/18	1267894-20181031	139.55
10-5010-50-5030	Outside Emergeny - 11/18 Call One		11/15/18	111518	46.75
10-5010-50-5030	Police - Phone Service- 11/18 Call One		11/15/18	111518	1,931.73
10-5010-50-5050	Zebra RW420 Power Supplies - 11/ Aztec Hardware Solutions		11/06/18	5747	118.00
10-5010-50-5050	Monthly Service Contract - 12/18 J&L Electronic Service, Ir		12/01/18	1001922	37.90
10-5010-50-5050	Unit 2 & 17-Cable for Printer/Ca Public Safety Direct, Inc		11/07/18	93172	100.00
10-5010-50-5051	Replace Headlight - PD - 11/18 B & E Auto Repair Service		11/01/18	133689	23.02
10-5010-50-5051	Squad 1711 Replace damaged tire Willowbrook Ford		11/06/18	6285287/1	40.00

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 5010 Police					
10-5010-50-5051	Replace Front brakes & Rotors -	Willowbrook Ford	11/06/18	6285302/1	875.74
10-5010-50-5051	Maintenance-Vehicles Wheel Cover	Willowbrook Ford	08/16/18	5134031	78.66
10-5010-50-5095	Random Testing PD - Helms, J 11/	Concentra Medical Centers	11/03/18	1011108395	45.00
10-5010-50-5095	Monthly Local Use Rate - 11/18	Motorola Solutions, Inc.	11/01/18	387569282018	68.00
10-5010-60-6010	0488-6017 Edge System Electrodes	Cardio Partners	10/19/18	636701	215.00
10-5010-60-6010	0001-0001 Curaplex Red Response	Cardio Partners	10/19/18	636701	105.00
10-5010-60-6010	Prisoner Meals- 10/18	Shell Oil Company	11/20/18	0000000065216376810	10.35
10-5010-60-6020	Gasoline & Oil - PD 11/18	Shell Oil Company	11/20/18	0000000065216376810	151.63
Total For Dept 5010 Police					5,988.14
Dept 6010 Public Works					
10-6010-40-4032	Uniform rental/cleaning-11/18	Breens Inc.	11/13/18	378394	64.76
10-6010-40-4032	Uniform rental/cleaning-11/18	Breens Inc.	11/06/18	378233	130.34
10-6010-40-4032	Embroidery of PW logo - Operatio	Specialty Stitches	11/08/18	11475	105.00
10-6010-40-4041	Preplacement Physical- Partee	Concentra Medical Centers	10/31/18	1011107299	114.50
10-6010-40-4041	Pre Placement Physical/Just, W -	Concentra Medical Centers	10/30/18	1011107801	114.50
10-6010-40-4041	Employee Recruitment Expense GU	Shaw Media	10/31/18	101810074573	2,960.00
10-6010-50-5030	PW Fax- 11/18	Call One	11/15/18	111518	46.76
10-6010-50-5030	PW Phone Line - 11/18	Call One	11/15/18	111518	164.49
10-6010-50-5030	Rustic Arces - 11/18	Call One	11/15/18	111518	46.75
10-6010-50-5030	Public Works Phone Service -11/1	Call One	11/15/18	111518	585.37
10-6010-50-5040	Business Cards - Miedema	Grasso Graphics	10/18/18	29762	62.38
10-6010-50-5051	Vehicle Safety Testing - Unit 30	Courtney's Safety Lane, Ir	11/07/18	5217	40.50
10-6010-50-5053	Giddings Ave Storm Sewer Clean a	Visu-Sewer of Illinois, LI	10/24/18	8246	4,260.00
10-6010-50-5055	Maintenance-Signals - Madison St	COMED	11/01/18	11-1-18	41.34
10-6010-50-5055	Mthly Maintenance-Signals FY18-1	Meade Electric Company, Ir	10/31/18	687810	175.00
10-6010-50-5056	Stump Removal & Restoration -06/	Desiderio Landscaping LLC	06/06/18	9256	2,420.00
10-6010-50-5085	Shop towel rental-11/18	Breens Inc.	11/13/18	378394	4.50
10-6010-50-5085	Shop towel rental-11/18	Breens Inc.	11/06/18	378233	4.50
10-6010-50-5097	Tree Removals - 11/18	Desiderio Landscaping LLC	11/04/18	9603	3,656.00
10-6010-50-5097	Tree Removals - 11/18	Desiderio Landscaping LLC	11/03/18	9599	15,370.32
10-6010-60-6000	Office Supplies- Pens - 11/18	Runco Office Supply	11/08/18	727893-0	21.98
10-6010-60-6010	24.5 x37 D- size -10/18	Clifford-Wald & Company, I	11/05/18	00111890	124.00
10-6010-60-6010	37.5 x 50 E-size-10/18	Clifford-Wald & Company, I	11/05/18	00111890	167.00
10-6010-60-6010	shipping-10/18	Clifford-Wald & Company, I	11/05/18	00111890	15.00
10-6010-60-6040	Snow plow parts - 10/30/18	Monroe Truck Equipment, Ir	10/30/18	322196	923.50
10-6010-60-6043	Supplies-Trees - Heavy Duty Tarp	Menards - Hodgkins	11/02/18	12439	6.99
Total For Dept 6010 Public Works					31,625.48
Dept 6020 Buildings & Grounds					
10-6020-50-5052	Qtrly alarm monitoring -Dec-Feb-	Alarm Detection Systems, I	11/04/18	1564051029	289.29
10-6020-50-5052	PD HVAC; VAV-15 Heating Element	Dynamic Heating & Piping C	10/12/18	202929	1,140.00
10-6020-50-5057	Added Areas	Desiderio Landscaping LLC	10/01/18	9500	238.76
10-6020-50-5057	Turf Weed Control and Fertilizer	Desiderio Landscaping LLC	10/01/18	9500	36.29
10-6020-50-5057	Utility and Park Sites	Desiderio Landscaping LLC	10/01/18	9500	124.46
10-6020-50-5058	Mat rental/PD-11.18	Breens Inc.	11/13/18	378389	6.00
10-6020-50-5058	Mat rentals/PW & VH-11/18	Breens Inc.	11/13/18	378389	12.00
10-6020-50-5058	Mat rental/PD-11/18	Breens Inc.	11/06/18	378228	6.00
10-6020-50-5058	Mat rentals/PW & VH-11/18	Breens Inc.	11/06/18	378228	12.00
10-6020-50-5080	Windsor Aerator - Utilities - 11	COMED	11/01/18	11-01-2018	111.57
10-6020-50-5080	Lakewood Aerator - Utilities - 1	COMED	11/01/18	11/1/18	156.51
10-6020-50-5080	Utilities - Public Works - 10/18	NICOR Gas	11/07/18	110718	228.77
10-6020-60-6010	First Aid Supplies - 11/18	American First Aid Service	11/12/18	71194	83.70



11/20/2018 02:07 PM  
User: asullivan  
DB: BURR RIDGE

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE  
POST DATES 11/26/2018 - 11/26/2018  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

Page: 3/5

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 6020 Buildings & Grounds					
10-6020-60-6010	First Aid Supplies - PD-11/18	American First Aid Service	11/12/18	71186	24.75
10-6020-60-6010	RWW 4PIN Compact - PW	Industrial Electric Supply	10/31/18	258711	52.00
10-6020-60-6010	Red LED Retkit w/BSE 120V - 11/1	Industrial Electric Supply	10/31/18	258710	66.00
10-6020-60-6010	HL2401S & P2 Wire Connector - 10	Industrial Electric Supply	10/31/18	258709	60.50
10-6020-60-6010	Heavy Duty Garbage Bags & Ties-	Menards - Hodgkins	11/02/18	12433	73.41
10-6020-60-6010	Operating Supplies-Pitcher, cups	Runco Office Supply	11/08/18	727893-0	58.52
Total For Dept 6020 Buildings & Grounds					2,780.53
Total For Fund 10 General Fund					72,058.73
Fund 23 Hotel/Motel Tax Fund					
Dept 7030 Special Revenue Hotel/Motel					
23-7030-50-5069	Municipal Campus	Desiderio Landscaping LLC	10/01/18	9500	4,019.39
23-7030-50-5069	Medians and Gateways	Desiderio Landscaping LLC	10/01/18	9500	4,148.33
23-7030-50-5069	County Line Rd at I-55	Desiderio Landscaping LLC	10/01/18	9500	1,003.81
23-7030-50-5069	Spring & Fall Cleanup	Desiderio Landscaping LLC	10/01/18	9500	609.60
23-7030-50-5069	Turf Weed Control and Fertilizer	Desiderio Landscaping LLC	10/01/18	9500	1,402.08
23-7030-50-5069	Added Areas	Desiderio Landscaping LLC	10/01/18	9500	1,081.83
23-7030-50-5069	Utility and Park Sites	Desiderio Landscaping LLC	10/01/18	9500	753.86
23-7030-50-5069	Roadside Mowing	Desiderio Landscaping LLC	10/01/18	9500	1,038.86
23-7030-50-5075	Median Lighting -Maintenance Gat	COMED	11/01/18	11-01-18	79.25
23-7030-50-5075	Entryway Sign - Maint Gateway -	COMED	11/02/18	11/02/2018	38.68
23-7030-50-5075	Gateway Sign Project-Utilities 1	COMED	10/31/18	103118	27.61
23-7030-50-5075	2018 Holiday Decorations Mainten	McFarlane Douglas & Compar	07/23/18	MD101370	5,375.00
23-7030-80-8012	Music Coord/Emcee @2018 Jingle M	Annivar Salgado	10/31/18	103118	450.00
23-7030-80-8012	Date Patches-Jingle Mingle/SOS 2	Bannerville USA	10/25/18	26142	50.00
23-7030-80-8012	Jingle Mingle Entertainmt- Santa	Sparkles Entertainment, Ir	11/16/18	111618	1,875.00
23-7030-80-8055	Print/Digital Advertising - 10/1	Boost Creative Marketing I	10/31/18	1190	23,225.00
23-7030-80-8055	Website/Social Media Trib Ads -	Boost Creative Marketing I	10/31/18	1189	8,050.00
23-7030-80-8055	WLIT Holiday Radio Ads - Nov-Dec	Boost Creative Marketing I	10/31/18	21074	4,000.00
23-7030-80-8055	Social Media, Planning, Radio Pr	Boost Creative Marketing I	10/31/18	21075	1,165.00
Total For Dept 7030 Special Revenue Hotel/Motel					58,393.30
Total For Fund 23 Hotel/Motel Tax Fund					58,393.30
Fund 31 Capital Improvements Fund					
Dept 8010 Capital Improvement					
31-8010-70-7078	2018 Crack Sealing Contract	Denler, Inc.	09/20/18	20093438	33,132.00
31-8010-70-7078	2018 Road Program - Seed/Sod	Desiderio Landscaping LLC	08/31/18	9470	2,240.00
31-8010-70-7078	2018 Road Program	Lindahl Brothers, Inc.	08/01/18	9398	34,841.60
Total For Dept 8010 Capital Improvement					70,213.60
Total For Fund 31 Capital Improvements Fund					70,213.60
Fund 34 Storm Water Management Fund					
Dept 8040 Storm Water Management					
34-8040-70-7051	ISWS Review/FEMA Review- 11/18	Living Waters Consultants	11/01/18	2350	253.75
Total For Dept 8040 Storm Water Management					253.75
Total For Fund 34 Storm Water Management Fund					253.75
Fund 51 Water Fund					
Dept 6030 Water Operations					

11/20/2018 02:07 PM  
User: asullivan  
DB: BURR RIDGE

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE  
POST DATES 11/26/2018 - 11/26/2018  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

Page: 4/5

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 51 Water Fund					
Dept 6030 Water Operations					
51-6030-40-4032	Uniform rental/cleaning-11/18	Breens Inc.	11/13/18	378394	71.08
51-6030-40-4032	Uniform rental/cleaning-11/18	Breens Inc.	11/06/18	378233	143.06
51-6030-40-4032	Embroidery of PW logo - Water-11	Specialty Stitches	11/08/18	11475	90.00
51-6030-40-4041	Preplacement Physical- Mezatis	Concentra Medical Centers	10/31/18	1011107299	114.50
51-6030-50-5030	Water Phone Service - 11/18	Call One	11/15/18	111518	526.84
51-6030-50-5040	Business Cards - Lukas	Grasso Graphics	10/18/18	29762	62.37
51-6030-50-5051	Unit 21; Tires, Brakes, Steering	Wilrae, Inc.	10/26/18	225050	2,911.79
51-6030-50-5052	Utility and Park Sites	Desiderio Landscaping LLC	10/01/18	9500	390.30
51-6030-50-5052	Turf Weed Control and Fertilizer	Desiderio Landscaping LLC	10/01/18	9500	36.29
51-6030-50-5067	Maintenance-Distribution System	Lindahl Brothers, Inc.	08/01/18	9398	20,000.00
51-6030-50-5080	Bedford Park Sump Pump - 10/18	COMED	11/05/18	110518	59.70
51-6030-50-5080	Well #1 Utilities - 11/18	COMED	11/02/18	11/02/18	104.19
51-6030-50-5080	Well #5 - Utilities 11/18	COMED	11/01/18	11/01/18	273.09
51-6030-50-5080	2 M Tank - Utilities - 11/18	COMED	11/01/18	11/01/2018	124.61
51-6030-50-5080	Utilities - Pump Center - 11/18	Dynegy Energy Services, LI	11/06/18	310428718111	3,549.72
51-6030-50-5080	Utilities - Pump Center - 10/18	NICOR Gas	11/06/18	110618	60.19
51-6030-60-6010	Standard Batteries - 11/18	Grainger	11/29/18	9949234919	157.07
51-6030-60-6010	Blue Marking Paint Wtr-Based 6KP	Grainger	11/05/18	9954735883	318.24
51-6030-60-6010	Green Marking Paint Wtr-Based 6K	Grainger	11/05/18	9954735883	234.72
51-6030-60-6040	JCM 16" x 24" All SS 162 Repair	EJ USA, Inc	10/26/18	110180093044	943.27
Total For Dept 6030 Water Operations					30,171.03
Total For Fund 51 Water Fund					30,171.03
Fund 52 Sewer Fund					
Dept 6040 Sewer Operations					
52-6040-40-4032	Uniform rental/cleaning-11/18	Breens Inc.	11/13/18	378394	22.11
52-6040-40-4032	Uniform rental/cleaning-11/18	Breens Inc.	11/06/18	378233	44.50
52-6040-40-4032	Embroidery of PW logo - Sewer-11	Specialty Stitches	11/08/18	11475	22.50
52-6040-50-5030	Sewer Phone Service - 11/18	Call One	11/15/18	111518	58.54
52-6040-50-5068	Dehumidifier & Lanyard Repair (P	Metropolitan Industries, I	10/31/18	0000340408	260.00
52-6040-50-5080	Utilities- Highland Fields Lift	COMED	11/02/18	110218	60.88
52-6040-50-5080	Utilities Chasemoor Lift Station	COMED	11/01/18	110118	178.88
52-6040-50-5080	Arrowhead Lift Station-Utilities	COMED	11/02/18	11022018	249.95
52-6040-60-6010	Red Marking Paint Wtr-Based 6KP4	Grainger	11/05/18	9954735883	117.36
Total For Dept 6040 Sewer Operations					1,014.72
Total For Fund 52 Sewer Fund					1,014.72
Fund 61 Information Technology Fund					
Dept 4040 Information Technology					
61-4040-60-6010	Operating Supplies- Toner- 11/18	Runco Office Supply	11/08/18	727893-0	99.99
Total For Dept 4040 Information Technology					99.99
Total For Fund 61 Information Technology Fund					99.99

11/20/2018 02:07 PM  
User: asullivan  
DB: BURR RIDGE

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE  
POST DATES 11/26/2018 - 11/26/2018  
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			72,058.73
		Fund 23 Hotel/Motel Tax Fund			58,393.30
		Fund 31 Capital Improvements Fund			70,213.60
		Fund 34 Storm Water Management Fund			253.75
		Fund 51 Water Fund			30,171.03
		Fund 52 Sewer Fund			1,014.72
		Fund 61 Information Technology Fund			99.99
		Total For All Funds:			<hr/> 232,205.12

## VILLAGE OF BURR RIDGE

8L

## ACCOUNTS PAYABLE APPROVAL REPORT

BOARD DATE: 12/10/18

PAYMENT DATE: 12/11/18

FISCAL18-19

FUND	FUND NAME	Pre-Paid	PAYABLE	TOTAL AMOUNT
10	General Fund	3,525.00	92,730.69	96,255.69
23	Hotel/Motel Tax Fund		19,578.55	19,578.55
31	Capital Improvements Fund		25,117.32	25,117.32
32	Sidewalks/Pathway Fund		13,482.13	13,482.13
34	Storm Water Management		301,715.43	301,715.43
51	Water Fund		14,929.23	14,929.23
52	Sewer Fund		274.42	274.42
61	Information Technology		5,544.44	5,544.44
71	Police Pension Fund		850.00	850.00
	TOTAL ALL FUNDS	\$ 3,525.00	\$ 474,222.21	\$ 477,747.21

## PAYROLL

PAY PERIOD ENDING December 1, 2018

	TOTAL PAYROLL
Administration	17,803.44
Finance	7,208.21
Police	114,994.53
Public Works	22,385.30
Water	26,163.09
Sewer	7,528.25
TOTAL	196,082.82

GRAND TOTAL	\$ 673,830.03
-------------	---------------

12/05/2018 03:48 PM  
User: asullivan  
DB: BURR RIDGE

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE  
POST DATES 11/28/2018 - 12/10/2018  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

Page: 1/6

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 0000 Assets, Liabilities, Fund Bal					
10-0000-22-2220	Dental Ins- Retired IMRF - 12/18	Delta Dental of Illinois-F	11/19/18	1185070	419.25
10-0000-22-2220	Dental Ins-Retired POL - 12/18	Delta Dental of Illinois-F	11/19/18	1185070	589.60
Total For Dept 0000 Assets, Liabilities, Fund Ba.					1,008.85
Dept 1010 Boards & Commissions					
10-1010-40-4040	Chicago Tribune - 4 weeks - 11/1	Chicago Tribune	11/29/18	112918	15.96
10-1010-40-4042	EDC lunch with Prosp. Dev/Walter	Capri of Burr Ridge	11/30/18	113018	125.00
10-1010-40-4042	Attend CBM - 10/18 - Straub, M	DuPage Mayors & Managers C	11/19/18	10625	30.00
10-1010-40-4042	Mayor Straub to attend IAMA Banq	Indian American Medical As	11/06/18	110618	100.00
10-1010-50-5020	Industrial Hygienist Consulting	United Analytical Services	10/03/18	18442-09F	2,827.50
10-1010-50-5030	Cell Phone - Straub, M- 10/18	Verizon Wireless	10/21/18	9816963678	63.52
10-1010-80-8010	2018 Christmas Gift Cards - 14 @	Brookhaven Marketplace	12/05/18	120518	700.00
10-1010-80-8010	2018 Christmas Gift Cards 50@\$5	Burr Deed, LLC	12/05/18	120518	2,500.00
10-1010-80-8020	Recording of Highland Fields at	Cook County Recorder of De	10/31/18	27910312018	204.00
10-1010-80-8030	Cable TV - Board Meeting on 11/1	Garron, Fernando	11/20/18	112018	575.00
Total For Dept 1010 Boards & Commissions					7,140.98
Dept 2010 Administration					
10-2010-40-4030	Dental Ins Admin - 12/18	Delta Dental of Illinois-F	11/19/18	1185070	559.86
10-2010-40-4040	Notary Renewal-Thomas, K	Illinois Notary Discount F	11/30/18	113018	53.95
10-2010-40-4040	Public Institution Dues - Walter	International Council of S	11/30/18	113018	100.00
10-2010-40-4042	Confer/ Pollock, Walter, Beltran	DePaul University	11/13/18	111318	135.00
10-2010-40-4042	Attend CBM - 09/18 - Pollock, D	DuPage Mayors & Managers C	11/19/18	10584	40.00
10-2010-40-4042	Attend CBM - 10/18 - Pollock, D	DuPage Mayors & Managers C	11/19/18	10625	30.00
10-2010-40-4042	Chamber Lunch/Pollock, Walter,Ko	Willowbrook/Burr Ridge	11/30/18	113018	60.00
10-2010-50-5020	93 Elevator Inspections - 10/18	Elevator Inspection Servic	10/31/18	80224	2,976.00
10-2010-50-5030	Cell Phone - Admin- 10/18	Verizon Wireless	10/21/18	9816963678	398.74
10-2010-50-5075	October 2018 Inspections	B & F Construction Code S	10/31/18	10725	5,257.24
10-2010-50-5075	Plan Reviews- 08/2018	Don Morris Architects P.C.	08/31/18	083118	3,105.00
10-2010-50-5075	Inspections - 08/2018	Don Morris Architects P.C.	08/31/18	083118	5,280.00
Total For Dept 2010 Administration					17,995.79
Dept 4010 Finance					
10-4010-40-4030	Dental Ins - FIN- 12/18	Delta Dental of Illinois-F	11/19/18	1185070	110.73
10-4010-50-5020	Accounting Services - 10/2018	Sikich LLP	11/21/18	363087	1,450.00
10-4010-50-5030	Cell Phone - Sapp, J - 10/18	Verizon Wireless	10/21/18	9816963678	73.52
10-4010-50-5060	Tax Levy/Pol Pension 04/18	Lauterbach & Amen, LLP	10/08/18	31248	2,250.00
10-4010-50-5060	GASB 67/68 Pol Pension 04/18	Lauterbach & Amen, LLP	10/08/18	31248	2,000.00
Total For Dept 4010 Finance					5,884.25
Dept 4020 Central Services					
10-4020-50-5050	Maint Copier- PW- 08/18	Image Systems & Business S	08/22/18	270697	204.00
10-4020-50-5050	Contract Overage Charge 7/20/18-	Image Systems & Business S	10/25/18	273896	413.26
10-4020-50-5050	Contract Overcharge 4/20/18-7/19	Image Systems & Business S	07/19/18	269019	501.82
10-4020-60-6000	MMM 17201 ES - Picture Hanging s	Runco Office Supply	11/29/18	729440-0	5.78
10-4020-60-6000	MMM 17206 - Picture hanging stri	Runco Office Supply	11/29/18	729440-0	5.98
10-4020-60-6000	SMD 73283 - 3-1/2" expanding fol	Runco Office Supply	11/29/18	729440-0	26.97
10-4020-60-6000	SWI 38101 staple remover black	Runco Office Supply	11/29/18	729440-0	2.49
10-4020-60-6000	CLO 01599 Clorox Disinfecting Wi	Runco Office Supply	11/29/18	729440-0	8.99
10-4020-60-6000	AVT 75338 Fabric Wall Clips	Runco Office Supply	11/29/18	729440-0	4.99
10-4020-60-6000	AAG E717-50 2019 Desk Calendars	Runco Office Supply	11/29/18	729440-0	11.83
10-4020-60-6000	AAG SK24-00 2019 22 x17 Calenda	Runco Office Supply	11/29/18	729440-0	47.84
10-4020-60-6000	PEN ZE 22C Clic Eraser	Runco Office Supply	11/29/18	729440-0	1.09

12/05/2018 03:48 PM  
User: asullivan  
DB: BURR RIDGE

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE  
POST DATES 11/28/2018 - 12/10/2018  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

Page: 2/6

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 4020 Central Services					
10-4020-60-6010	Coffee Supplies - PW - 11/18	Commercial Coffee Service,	11/30/18	150803	97.00
Total For Dept 4020 Central Services					1,332.04
Dept 5010 Police					
10-5010-40-4030	Dental Ins - PD- 12/18	Delta Dental of Illinois-F	11/19/18	1185070	2,339.00
10-5010-40-4032	Uniform Nameplates- Kroll	JG Uniforms, Inc.	11/19/18	46076	24.30
10-5010-40-4032	Navy Vest/Embroidered- Garcia, K	JG Uniforms, Inc.	11/19/18	46015	350.00
10-5010-40-4032	Navy Vest/Shirt - Kroll, J	JG Uniforms, Inc.	11/19/18	46001	165.00
10-5010-40-4032	Navy Vest.Shirt - Lesniak, T	JG Uniforms, Inc.	11/16/18	45815	180.00
10-5010-40-4032	Navy Vest/Shirt- Overton, M	JG Uniforms, Inc.	11/16/18	45816	160.00
10-5010-40-4032	Uniform Allowance to outfit -Sch	JG Uniforms, Inc.	09/13/18	45537	756.75
10-5010-40-4032	Initial Issue Uniform Allowance	JG Uniforms, Inc.	11/14/18	45538	47.30
10-5010-40-4032	Uniform Fech/Loftus -11/18	JG Uniforms, Inc.	11/14/18	45539	243.50
10-5010-40-4032	2268 Bates GX-8 GoreTex Boots-11	Ray O'Herron Co., Inc.	11/21/18	1861835	126.00
10-5010-40-4032	97R6686 S/S shirt, Navy Poly/Ray	Ray O'Herron Co., Inc.	11/28/18	1862954	46.95
10-5010-40-4032	39300-86 Trouser Cargo, Navy Pol	Ray O'Herron Co., Inc.	11/28/18	1862954	216.00
10-5010-40-4032	12004 5.11 8" Side Zip Waterproo	Ray O'Herron Co., Inc.	11/28/18	1862954	126.00
10-5010-40-4032	NS430L Gloves, Lined Neoprene Wi	Ray O'Herron Co., Inc.	11/28/18	1862954	27.00
10-5010-40-4032	125-NB Cap watch Fleece Lined, N	Ray O'Herron Co., Inc.	11/28/18	1862954	15.00
10-5010-40-4032	8110X-NB Mock T-Neck - Navy	Ray O'Herron Co., Inc.	11/28/18	1862954	28.00
10-5010-40-4032	8119 Mock T-Neck Dickie - Navy	Ray O'Herron Co., Inc.	11/28/18	1862954	12.99
10-5010-40-4032	E80Police Patch 4"x11" (rear ves	Ray O'Herron Co., Inc.	11/28/18	1862954	4.99
10-5010-40-4032	Embroidery T-Neck and Dickey	Ray O'Herron Co., Inc.	11/28/18	1862954	16.00
10-5010-40-4032	573 Safariland Magazine/Handcuff	Ray O'Herron Co., Inc.	11/28/18	1862954	37.99
10-5010-40-4040	Annual Membership fees/Wirth, Ro	Illinois Dare Officers Ass	12/04/18	120418	30.00
10-5010-40-4040	Annual Membership for Chief Madd	International Association	11/15/18	111518	150.00
10-5010-40-4040	Annual Membership - Loftus, Marc	International Association	11/15/18	11/15/18	150.00
10-5010-40-4040	LE/GOV EnCase Forensic HL USB -1	Open Text Inc.	11/29/18	9000858140	635.48
10-5010-40-4042	ILL Tactical Officers Conf - 11/	Louis V. Moravecek	11/28/18	112818	325.00
10-5010-40-4042	C-TRN-03-022 CCO+CCPA Combo	Cellebrite USA, Inc.	11/15/18	Q59593-1	199.00
10-5010-40-4042	2018 IL FBINAA -Loftus, M - 11/1	Eagle Ridge Resort & Spa	11/26/18	112618	88.56
10-5010-40-4042	Renewal Maintenance Fee EnCase	Open Text Inc.	11/19/18	9000846978	75.00
10-5010-50-5020	Notary Renewal - Pavelchik, C	Illinois Notary Discount F	11/30/18	113018	53.95
10-5010-50-5030	Cell Phone - PD- 10/18	Verizon Wireless	10/21/18	9816963678	999.18
10-5010-50-5050	Toshiba Waste Toner - 11/18	Proven Business Systems	11/26/18	543103	10.00
10-5010-50-5050	Squad #1612 Oil Change/Filter	Willowbrook Ford	11/21/18	6286472/2	65.75
10-5010-50-5051	Squad #1707 - Replace Wiper Blad	Willowbrook Ford	11/28/18	6286800/1	32.91
10-5010-50-5095	PD Random - Helms, Watson, Barne	First Advantage Occupatio	10/31/18	2517741810	86.65
10-5010-50-5095	Tow Services - F6893-12/18	Tom & Jerry Tire & Service	12/01/18	2335	150.00
10-5010-60-6010	SKU 34200 Live Taser Cartridges	Axon Enterprise, Inc.	11/14/18	1561674	2,288.00
10-5010-60-6010	MAGP-MAG561 PMAG Ranger Plate AR	Kiesler's Police Supply,	11/20/18	876417	138.90
10-5010-60-6010	SKU: A064 Pro-lock Mini Duo Wedg	Ray O'Herron Co., Inc.	11/21/18	1861836	43.96
10-5010-60-6010	Prisoner Meals - 11/11/18	Shell Oil Company	11/11/18	0000000065216376811	14.31
10-5010-60-6010	SKU:NS20150 Cocaine ID Swipes	Sirchie Fingerprint Labs	11/26/18	0374160	42.23
10-5010-60-6010	SKU: NARK2005 Duquenois-Levine R	Sirchie Fingerprint Labs	11/26/18	0374160	61.65
10-5010-60-6010	Shipping & Handling	Sirchie Fingerprint Labs	11/26/18	0374160	20.39
10-5010-60-6020	Gasoline & Oil-PD-08/15-11/15/18	DuPage County Public Works	11/19/18	2018-19F	12,375.17
10-5010-60-6020	Gasoline - Madden, J - 11/18	Shell Oil Company	11/11/18	0000000065216376811	141.08
Total For Dept 5010 Police					23,099.94
Dept 6010 Public Works					
10-6010-40-4030	Dental Ins - PW - 12/18	Delta Dental of Illinois-F	11/19/18	1185070	658.45
10-6010-40-4032	Uniform rental/cleaning-12/18	Breens Inc.	12/04/18	378898	76.48

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 6010 Public Works					
10-6010-40-4032	Uniform rental/cleaning-11/18	Breens Inc.	11/27/18	378726	108.47
10-6010-40-4032	Uniform rental/cleaning-11/18	Breens Inc.	11/20/18	378569	64.76
10-6010-40-4040	ITE 2019 Dues -Pressig, D	Institute of Trans. Engine	10/24/18	102418	310.00
10-6010-40-4041	PW Pre-Employment Goel, P	First Advantage Occupatio	10/31/18	2517741810	28.02
10-6010-40-4042	2018 Annual Confer/Trade Show -J	Illinois Arborist Associat	10/31/18	103118	265.00
10-6010-40-4042	Replenishment of IPass - PW -11/	Illinois Tollway	11/05/18	110518	40.00
10-6010-40-4042	13 Trips to/from VH -PW - 11/18	Preeti Goel	12/01/18	120118	42.51
10-6010-40-4042	5 Trips to/from VH-PW - 11/18	Shirley Benedict	12/04/18	120418	16.35
10-6010-50-5030	Cell Phone - PW- 10/18	Verizon Wireless	10/21/18	9816963678	390.61
10-6010-50-5050	Trailer Safety Testing-Unit 31-1	Courtney's Safety Lane, Ir	11/28/18	5284	40.00
10-6010-50-5051	Unit 19 Repairs & Tires- 11/18	Burr Ridge Car Care, Inc.	11/06/18	50452	2,226.66
10-6010-50-5051	Unit 23 Rt side air Chamber-11/1	Courtney's Safety Lane, Ir	11/19/18	5264	40.50
10-6010-50-5051	Unit 32 Rt rear air leak - 11/18	Courtney's Safety Lane, Ir	11/14/18	5248	40.50
10-6010-50-5051	Vehicle Safety Testing - Unit 18	Courtney's Safety Lane, Ir	11/26/18	5278	40.50
10-6010-50-5051	Vehicle Safety Testing - Unit 27	Courtney's Safety Lane, Ir	11/21/18	5273	40.50
10-6010-50-5051	Maint Vehicles - Tire/disposal f	Gene's Tire Service, Inc.	11/20/18	133073	162.63
10-6010-50-5051	Unit 31; Engine maintenance & re	Willowbrook Ford	11/20/18	6286401/2	1,481.40
10-6010-50-5053	Street Sweeping Cycle-10/18	Lakeshore Recycling System	10/15/18	PS232160	4,394.00
10-6010-50-5054	Labor/Bucket Truck/St Lights- 11	Rag's Electric	10/31/18	21969	3,878.52
10-6010-50-5085	Shop towel rental-12/18	Breens Inc.	12/04/18	378898	4.50
10-6010-50-5085	Shop towel rental-11/18	Breens Inc.	11/27/18	378726	4.50
10-6010-50-5085	Shop towel rental-11/18	Breens Inc.	11/20/18	378569	4.50
10-6010-60-6010	Washers/Screws/Bolts - 10/18	Clark-Devon Hardware Co.,	10/31/18	137310	144.08
10-6010-60-6010	Toolbox/Grip Jar/Garden Hose/Noz	Menards - Hodgkins	11/19/18	13673	108.70
10-6010-60-6020	Gasoline & Oil - PW 08/15-11/15/	DuPage County Public Works	11/19/18	2018-19F	6,122.42
10-6010-60-6040	Lift Arm - 1/2" Chain - 11/18	Henderson Products, Inc.	11/02/18	280211	170.50
10-6010-60-6040	6" x 50 ft heavy discharge hose-	Safeware, Inc	11/01/18	3658127	1,883.90
10-6010-60-6041	Air/Oil Filter/Snow Blade - 11/1	Westown Auto Supply Co. Ir	11/07/18	80302	184.32
10-6010-60-6041	Tube Outlet - PW - 11/18	Willowbrook Ford	11/30/18	5136087	78.10
10-6010-60-6050	Dual Range NCVT tool-11/18	Industrial Electric Supply	10/31/18	258708	18.00
10-6010-60-6060	Bulk Rock Salt purchase-11/18	Detroit Salt Company, LLC	11/27/18	77627	2,918.34
10-6010-60-6060	Bulk Rock Salt purchase-11/18	Detroit Salt Company, LLC	11/29/18	77757	6,953.38
Total For Dept 6010 Public Works					32,941.10
Dept 6020 Buildings & Grounds					
10-6020-50-5052	HVAC maintenance - Village Hall-	Dynamic Heating & Piping C	11/27/18	SM17004-4	3,162.48
10-6020-50-5057	Police Department-10/18	TCS Irrigation, Inc.	10/24/18	9843	150.00
10-6020-50-5057	Veterans Memorial-10/18	TCS Irrigation, Inc.	10/24/18	9843	150.00
10-6020-50-5057	Village Hall-10/18	TCS Irrigation, Inc.	10/24/18	9843	150.00
10-6020-50-5058	Mat rental/PD-12/18	Breens Inc.	12/04/18	378893	6.00
10-6020-50-5058	Mat rentals/PW & VH-12/18	Breens Inc.	12/04/18	378893	12.00
10-6020-50-5058	Mat rental/PD- 11/18	Breens Inc.	11/20/18	378564	6.00
10-6020-50-5058	Mat rentals/PW & VH-11/18	Breens Inc.	11/20/18	378564	12.00
10-6020-50-5058	Mat rental/PD-11/18	Breens Inc.	11/27/18	378721	6.00
10-6020-50-5058	Mat rentals/PW & VH-11/18	Breens Inc.	11/27/18	378721	12.00
10-6020-50-5058	Janitorial Services - PD-11/18	Eco-Clean Maintenance, Inc	11/27/18	7445	827.01
10-6020-50-5058	Janitorial Services - VH-11/18	Eco-Clean Maintenance, Inc	11/27/18	7445	651.40
10-6020-50-5058	Janitorial Services - PW-11/18	Eco-Clean Maintenance, Inc	11/27/18	7445	387.98
10-6020-50-5080	Utilities Sewer - PW-11/18	Flagg Creek Water Reclamat	10/23/18	102318	31.55
10-6020-50-5080	Utilities - Police Station- 11/1	NICOR Gas	11/15/18	11518	317.26
10-6020-50-5080	Utilities - VH Garage - 11/18	NICOR Gas	11/14/18	111418	31.00
10-6020-50-5080	Utilities - Rustic Acres - 11/18	NICOR Gas	11/14/18	11/14/18	48.68

12/05/2018 03:48 PM  
User: asullivan  
DB: BURR RIDGE

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE  
POST DATES 11/28/2018 - 12/10/2018  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

Page: 4/6

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 6020 Buildings & Grounds					
10-6020-50-5080	Utilities - Village Hall - 11/18	NICOR Gas	11/14/18	11/14/2018	609.16
10-6020-60-6010	Filter - Cartridge - PW - 11/18	Grainger	11/23/18	9013141883	50.22
10-6020-60-6010	MH100/U/Med Hall Bulbs-11/18	Industrial Electric Supply	10/31/18	258708	232.00
Total For Dept 6020 Buildings & Grounds					6,852.74
Total For Fund 10 General Fund					96,255.69
Fund 23 Hotel/Motel Tax Fund					
Dept 7030 Special Revenue Hotel/Motel					
23-7030-50-5069	Medians South-Village Hall-10/18	TCS Irrigation, Inc.	10/24/18	9843	150.00
23-7030-50-5069	4 Corners-10/18	TCS Irrigation, Inc.	10/24/18	9843	150.00
23-7030-80-8050	Annual Chamber Community Directo	Willowbrook/Burr Ridge	11/13/18	111318	3,000.00
23-7030-80-8055	Hotel Marketing Media,Website, A Boost	Creative Marketing I	11/30/18	1191	5,642.55
23-7030-80-8055	Hotel Marketing Digital/Print Ad Boost	Creative Marketing I	11/30/18	1192	9,386.00
23-7030-80-8055	Hotel Marketing-Social Media/Pro Boost	Creative Marketing I	11/30/18	21076	1,250.00
Total For Dept 7030 Special Revenue Hotel/Motel					19,578.55
Total For Fund 23 Hotel/Motel Tax Fund					19,578.55
Fund 31 Capital Improvements Fund					
Dept 8010 Capital Improvement					
31-8010-70-7010	Burr Ridge Parkway Resurfacing-1	Patrick Engineering Inc.	11/12/18	21877.022-5	20,890.00
31-8010-70-7078	2018 Road Program	Lindahl Brothers, Inc.	10/18/18	10778	4,227.32
Total For Dept 8010 Capital Improvement					25,117.32
Total For Fund 31 Capital Improvements Fund					25,117.32
Fund 32 Sidewalks/Pathway Fund					
Dept 8020 Sidewalks/Pathway					
32-8020-70-7052	2018 Concrete Flatwork & Pathway	Globe Construction Inc.	11/14/18	1885	13,482.13
Total For Dept 8020 Sidewalks/Pathway					13,482.13
Total For Fund 32 Sidewalks/Pathway Fund					13,482.13
Fund 34 Storm Water Management Fund					
Dept 8040 Storm Water Management					
34-8040-70-7051	Storm Water Mgmt - 2018 MFT Road	Lindahl Brothers, Inc.	10/18/18	10778	40,164.00
34-8040-70-7051	CLR Storm Sewer Services through	Robinson Engineering, LTD	11/16/18	18110204	15,989.50
34-8040-70-7051	Storm Sewer- CLR @ Deer Path	Unique Plumbing Company	11/30/18	20181102	245,561.93
Total For Dept 8040 Storm Water Management					301,715.43
Total For Fund 34 Storm Water Management Fund					301,715.43
Fund 51 Water Fund					
Dept 6030 Water Operations					
51-6030-40-4030	Dental Ins - Water - 12/18	Delta Dental of Illinois-F	11/19/18	1185070	561.94
51-6030-40-4032	Uniform rental/cleaning-12/18	Breens Inc.	12/04/18	378898	69.68
51-6030-40-4032	Uniform rental/cleaning-11/18	Breens Inc.	11/27/18	378726	119.05
51-6030-40-4032	Uniform rental/cleaning-11/18	Breens Inc.	11/20/18	378569	71.08
51-6030-50-5020	(13) Coliform Samples - 11/18	Envirotest Perry Laborato	11/06/18	18-133444	117.00
51-6030-50-5030	Well Pumping Line Oct-Nov 2018	AT&T	10/22/18	630325420910	582.27
51-6030-50-5030	Cell Phone - Water - 10/18	Verizon Wireless	10/21/18	9816963678	426.88
51-6030-50-5030	Water Modems -10/18	Verizon Wireless	10/21/18	9816963678	150.12
51-6030-50-5052	HVAC maintenance - Pump Center - Dynamic Heating & Piping C		11/27/18	SM17004-4	245.02



12/05/2018 03:48 PM  
User: asullivan  
DB: BURR RIDGE

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE  
POST DATES 11/28/2018 - 12/10/2018  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

Page: 5/6

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 51 Water Fund					
Dept 6030 Water Operations					
51-6030-50-5067	Maint-Distribution Sys 2018 Road	Lindhahl Brothers, Inc.	10/18/18	10778	5,982.00
51-6030-50-5080	Utilities - Well#4 - 11/18	COMED	11/13/18	111318	568.35
51-6030-50-5095	PW Random -Scherer, R - 10/18	First Advantage Occupatio	10/31/18	2517741810	61.22
51-6030-50-5095	Utility Billing, Past due Notice	Third Millennium Assoc. Ir	11/19/18	22769	1,451.62
51-6030-60-6010	CA6 Crushed Stone-11/18	Ozinga Materials, Inc.	10/31/18	78474	238.00
51-6030-60-6010	CA7 Crushed Stone-11/18	Ozinga Materials, Inc.	10/31/18	78474	352.59
51-6030-60-6010	CA7 Crushed Stone-11/18	Ozinga Materials, Inc.	10/31/18	78474	333.03
51-6030-60-6010	Freight Charge for CA6, 23.80 to	Ozinga Materials, Inc.	10/31/18	78474	113.05
51-6030-60-6010	Freight Charge for CA7, 46.96 to	Ozinga Materials, Inc.	10/31/18	78474	223.06
51-6030-60-6010	CA6 Crushed Stone-11/18	Ozinga Materials, Inc.	10/31/18	78850	233.40
51-6030-60-6010	Freight Charge, 23.34 tons of CA	Ozinga Materials, Inc.	10/31/18	78850	110.87
51-6030-60-6010	CA7 Crushed Stone-11/18	Ozinga Materials, Inc.	11/21/18	80002	294.04
51-6030-60-6010	CA7 Crushed Stone-11/18	Ozinga Materials, Inc.	11/21/18	80002	313.90
51-6030-60-6010	Freight Charge, 41.64 Tons of CA	Ozinga Materials, Inc.	11/21/18	80002	197.80
51-6030-60-6020	Gasoline & Oil-Water 08/15-11/15	DuPage County Public Works	11/19/18	2018-19F	2,113.26
Total For Dept 6030 Water Operations					14,929.23
Total For Fund 51 Water Fund					14,929.23
Fund 52 Sewer Fund					
Dept 6040 Sewer Operations					
52-6040-40-4030	Dental Ins - Sewer - 12/18	Delta Dental of Illinois-F	11/19/18	1185070	166.47
52-6040-40-4032	Uniform rental/cleaning-12/18	Breens Inc.	12/04/18	378898	23.79
52-6040-40-4032	Uniform rental/cleaning-11/18	Breens Inc.	11/27/18	378726	37.03
52-6040-40-4032	Uniform rental/cleaning-11/18	Breens Inc.	11/20/18	378569	22.11
52-6040-50-5030	Sewer Modems - 10/18	Verizon Wireless	10/21/18	9816963678	25.02
Total For Dept 6040 Sewer Operations					274.42
Total For Fund 52 Sewer Fund					274.42
Fund 61 Information Technology Fund					
Dept 4040 Information Technology					
61-4040-50-5020	IT Services - 11/18	Orbis Solutions	11/08/18	5568360	375.00
61-4040-50-5020	IT Services - Support - 11/18	Orbis Solutions	11/16/18	5568376	750.00
61-4040-50-5020	IT Support - 11/18	Orbis Solutions	11/29/18	5568390	1,300.00
61-4040-50-5030	Mobile Hot Spot - 10/18	Verizon Wireless	10/21/18	9816963678	38.06
61-4040-50-5061	Monthly GIS Services - 11/18	Cloudpoint Geographics, Ir	11/30/18	002270	1,950.00
61-4040-60-6010	Vehicle Mounts & Chargers for Ce	Amazon.com Credit	11/07/18	11159461782350607	390.72
61-4040-60-6010	Replace desk phones - PW - 11/18	Amazon.com Credit	11/16/18	11376132949896236	450.76
61-4040-70-7000	Equipment- Phones - 10/18	Verizon Wireless	10/21/18	9816963678	289.90
Total For Dept 4040 Information Technology					5,544.44
Total For Fund 61 Information Technology Fund					5,544.44
Fund 71 Police Pension Fund					
Dept 4050 Police Pension					
71-4050-40-4042	Pol Pension Training/Lucas, R -1	Illinois Public Pension Fu	11/16/18	621623	850.00
Total For Dept 4050 Police Pension					850.00
Total For Fund 71 Police Pension Fund					850.00

12/05/2018 03:48 PM  
User: asullivan  
DB: BURR RIDGE

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE  
POST DATES 11/28/2018 - 12/10/2018  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund Totals:					
			Fund 10 General Fund		96,255.69
			Fund 23 Hotel/Motel Tax Fund		19,578.55
			Fund 31 Capital Improvements Fund		25,117.32
			Fund 32 Sidewalks/Pathway Fund		13,482.13
			Fund 34 Storm Water Management F		301,715.43
			Fund 51 Water Fund		14,929.23
			Fund 52 Sewer Fund		274.42
			Fund 61 Information Technology F		5,544.44
			Fund 71 Police Pension Fund		850.00
Total For All Funds:					477,747.21