



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

**May 28, 2019
7:00 P.M.**

- 1. CALL TO ORDER & PLEDGE OF ALLEGIANCE**
 - Marcello Schiappa, Our Lady of Peace
- 2. ROLL CALL**
- 3. PRESENTATIONS AND PUBLIC HEARINGS**
 - A. Burr Ridge Police Department: Recognition of National Police Week and BRPD Hosting of Concerns of Police Survivors (C.O.P.S.) Annual Conference
- 4. CONSENT AGENDA – OMNIBUS VOTE**

All items listed with an asterisk (*) are considered routine by the Village Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so request, in which event the item will be removed from the Consent Agenda.
- 5. MINUTES**
 - A. * Approval of Regular Board Meeting of May 13, 2019
 - B. * Receive and File Draft Stormwater Committee Meeting of May 14, 2019
 - C. * Receive and File Draft Environmental Quality Commission Meeting of May 22, 2019
- 6. ORDINANCES**
 - A. * Approval of an Ordinance Granting an Amendment to Planned Unit Development Ordinance #A-834-09-99 to Permit an Annual, Temporary Structure Covering a Pool in the Rear Yard of a Health Club in the L-I Light Industrial District. (Z-05-2019; 6901 Madison Street – Five Seasons)
 - B. * Approval of an Ordinance Amending Section X.E of the Burr Ridge Zoning Ordinance to Add “Private School” as a Special Use in the L-I Light Industrial District (Z-06-2019; Text Amendment – Private School)

Prior to voting on each agenda item, the Mayor will invite public comment on that item. The Mayor also will invite any person in attendance to address the Board on any other item of concern under Section 9 Public Comments. Each speaker addressing the Board of Trustees is asked to limit her or his comment to five minutes.

- C. * Approval of an Ordinance Granting a Special Use for a Private School in a L-I Light Industrial District (Z-06-2019; 6880 North Frontage Road – Vine Academy)

7. RESOLUTIONS

- A. Adoption of Resolution to Celebrate the 100th Anniversary of Illinois Being the First State to Ratify the 19th Amendment
- B. Resolution Supporting Additional Legislation Reducing Ambient Concentratons of Ethylene Oxide
- C. * Adoption of a Resolution Approving a Membership Agreement with the Lower Des Plaines Watershed Group and Petition the Illinois Pollution Control Board for a Time-Limited Water Quality Standard for Chlorides

8. CONSIDERATIONS

- A. Update Regarding Sterigenics in Willowbrook, IL
- B. Consideration of Amendments to Chapter 2, Article I of the Burr Ridge Municipal Code Pertaining to the Village President and President Pro Tem
- C. * Approval of Recommendation to Award a Professional Services Contract for Construction Engineering on the Burr Ridge Parkway Resurfacing Project to Patrick Engineering, Inc., of Lisle, Illinois, in an Amount not to exceed \$83,433
- D. * Approval of Recommendation to Award a Professional Services Contract for Construction Engineering on the County Line Road North Connection Sidewalk Project to Burns & McDonnell Engineering Company, Inc. of Downers Grove, Illinois, in the Amount of \$89,506
- E. * Approval of Recommendation to Award Contract for 2019 Pavement Marking Program to Superior Road Striping, Inc., of Melrose Park, Illinois, in an Amount Not to Exceed \$20,000
- F. * Approval of Recommendation to Purchase Replacement Video Equipment for Police Vehicles from L3 Mobile Vision in an Amount Not to Exceed \$16,020
- G. * Approval of Request to Solicit Donations and Other Forms of Support for the National Concerns of Police Survivors Traumas and Wellness Conference

- H. * Approval of Vendor List dated May 28, 2019 FY 18-19 in the Amount of \$325,898.94 for all Funds, which includes Special Expenditures of \$14,000 for the Public Works Facility Needs Assessment and \$12,278.87 for Tree and Stump Removal

- I. * Approval of Vendor List dated May 28, 2019 FY 19-20 in the Amount of \$124,937.58 for all Funds, plus \$195,716.61 for Payroll, for a Grand Total of \$320,654.19, which includes Special Expenditures of \$22,700 for Mosquito Abatement

- J. Other Considerations - For Announcement, Deliberation and/or Discussion only – No Official Action will be Taken

9. PUBLIC COMMENTS

10. REPORTS AND COMMUNICATIONS FROM VILLAGE OFFICIALS

11. ADJOURNMENT



TO: Mayor and Board of Trustees
FROM: Village Administrator Doug Pollock and Staff
SUBJECT: Regular Meeting of May 28, 2019
DATE: May 23, 2019

3. **PRESENTATIONS AND PUBLIC HEARINGS**

A. **Concerns of Police Survivors**

Sergeant Michael Barnes will give a brief presentation about the Concerns of Police Survivors (C.O.P.S.), an organization dedicated to rebuilding shattered lives of survivors and co-workers affected by police line of duty death. Sergeant Barnes will discuss his involvement with the Critical Incident/Memorial Team. He will then brief the Board on the upcoming C.O.P.S. National Conference, and show a custom electric guitar signed by Jim Peterik that will be auctioned at the conference.

6. **ORDINANCES**

A. **Accessory Structure Covering a Swimming Pool of a Health Club**

Please find attached an Ordinance approving a PUD amendment at 6901 Madison Street (Five Seasons) permitting a temporary structure covering a pool. Staff was directed to prepare this Ordinance at the May 13, 2019 Board meeting.

It is our recommendation: that the Ordinance be approved.

B. **Add “Private School” as a Special Use in the L-I District**

Please find attached an Ordinance approving a text amendment to add “private school” as a special use in the L-I Light Industrial District. Staff was directed to prepare this Ordinance at the May 13, 2019 Board meeting.

It is our recommendation: that the Ordinance be approved.

C. **Grant a Special Use for a Private School in the L-I District**

Please find attached an Ordinance approving a special use for a private school as per the amended Zoning Ordinance in item 6B to permit a private school for Vine Academy at 6880 North Frontage Road. Staff was directed to prepare this Ordinance at the May 13, 2019 Board meeting.

It is our recommendation: that the Ordinance be approved.

7. RESOLUTIONS

A. 100th Anniversary of Illinois Being First State to Ratify 19th Amendment

Attached is a Resolution declaring June 10, 2019, as a day to celebrate women's right to vote. The Resolution was submitted and requested by the LaGrange Area League of Women's Voters as follows:

Illinois has long been at the forefront of the movement to provide women the right to vote. In fact, one hundred years ago, on June 10, 1919, Illinois was the first state to ratify the 19th Amendment: "The right of citizens of the United States to vote shall not be denied or abridged by the United States or by any State on account of sex." The League of Women Voters of Illinois believe this is something to celebrate and has drafted a resolution for municipalities throughout our State to adopt.

The League of Women Voters of the La Grange Area is inviting our eleven municipalities to declare June 10, 2019, a day to celebrate women's right to vote and the important role Illinois played in achieving that right in the United States.

It is our recommendation: that the Resolution be adopted.

B. Changes to State of Illinois Senate Bill 1852

Attached is a Resolution recommending that the State of Illinois approve Senate Bill 1852 with changes as recommended by the Village's Environmental Quality Commission. Senate Bill 1852 pertains to regulation of Ethylene Oxide (EtO) in the State of Illinois.

The primary change recommended by the EQC relates to the permitted emission level of EtO. While the EQC recommends that no EtO be allowed to be emitted, the Resolution suggests that if allowed, the level referenced in the draft legislation (0.2 parts per million) be lowered (to at least 0.09 parts per million - consistent with the referenced ATSDR study).

As directed by the EQC, a letter was sent to Representative Durkin outlining these recommendations and referencing the pending consideration by the Board of Trustees. The EQC wanted this letter to be sent immediately after its meeting on May 22 due to the time sensitive nature of the pending legislation.

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

C. Membership Agreement with the Lower Des Plaines Watershed Group

The Illinois Pollution Control Board established the chloride water quality standard of 500 mg/l in the Des Plaines River. Chlorides in waterways are attributed directly to road salting and anti-icing, which are essential to wintertime public safety. A failure to meet this standard could result in

penalties, fines, and enforcement against any agency that drains to this watershed. The Village of Burr Ridge is entirely within the watershed of the Lower Des Plaines River basin, and would otherwise be required to reduce or cease its road salting and anti-icing operations.

In response to these concerns in the Lower Des Plaines River, the Lower Des Plaines Watershed Group (LDWG) was formed by a local group of communities, MWRD, and environmental organizations to develop a long term water quality monitoring program and implement viable remediation projects. The LDWG initiated the process for a chloride variance which currently involves 49 Petitioners jointly seeking a Time-Limited Water Quality Standard (TLWQS) for chlorides. In response to the chloride variance petition, the IEPA has stated that any relief from the chloride water quality standard should include a requirement that all Petitioners in that watershed seeking coverage under the TLWQS, must participate in the Lower Des Plaines chlorides workgroup.

At its meeting on May 14, 2019, the Stormwater Committee discussed and recommended that the Village enter into an agreement for participation in the Lower Des Plaines River Watershed Group (LDWG) and become a Petitioner in the Time-Limited Water Quality Standard (TLWQS) for chlorides. The initial fee to join is \$6,878, and which amount was included in the FY 2019-20 Stormwater Management Fund budget.

It is our recommendation: that the Village Board adopt the resolution for membership in the Lower Des Plaines River Watershed Group (LDWG) and become a Petitioner in the Time-Limited Water Quality Standard (TLWQS) for chlorides.

8. CONSIDERATIONS

A. Sterigenics Update

On Wednesday, May 22, an amendment to Senate Bill 1852 was filed in Springfield. The amendment consolidates all of the other pending legislation regarding Ethylene Oxide. A copy of the legislation is posted on the Village web site.

The Environmental Quality Commission met on Wednesday, May 22. At that meeting the EQC reviewed Senate Bill 1852 (see Agenda Item 7B) and prepared for the May 29 EPA open house.

As noted, the United States Environmental Protection Agency will hold an open house from 2 to 5 pm and a public meeting from 6 to 10 pm at the Burr Ridge Marriott Hotel. The Burr Ridge EQC and other federal and local agencies will have tables at the open house.

The US EPA public meeting on the evening of May 29 is expected to provide valuable updates and results from the recent health and environmental studies

on the Willowbrook Sterigenics facility. Agencies presenting study updates and results include the US EPA, the Agency for Toxic Substances and Disease Registry (ATSDR), and the Illinois Department of Public Health. Attached is a draft agenda for the May 29 meeting.

Mayor Grasso, Administrator Pollock, Assistant Administrator Walter, and Deputy Police Chief Loftus will be attending this public meeting. Trustees are encouraged to attend as well.

B. Municipal Code Pertaining to Village President and President Pro Tem

At the request of Mayor Grasso, the attached draft amendments have been prepared for discussion by the Board of Trustees. The intent of the amendment is to establish a clear procedure for the appointment of a President Pro Tem with the following parameters:

- The President Pro Tem would be nominated by the President and elected by a majority vote of the Trustees and President.
- The President Pro Tem would serve a two-year term.
- The President Pro Tem would have the duties of both a temporary presiding officer at Board meetings when the Mayor is absent as well as becoming Acting President in the case of a resignation/vacancy in the office of President.

The draft amendment also includes a paragraph stating that the Village President may choose to be called President or Mayor. This is consistent with Illinois State Statute which allows both titles to be used and is consistent with Mayor Grasso's preference for the title of Mayor.

This item is presented at this time for discussion only. Direction from the Board is requested. If the Board is in agreement with the proposed changes, a motion directing staff to prepare an Ordinance for consideration at an upcoming meeting would be appropriate.

C. Contract for Engineering of Burr Ridge Parkway Resurfacing Project

Resurfacing of Burr Ridge Parkway over its entire length will begin in Summer 2019. The project is federally-funded through the Surface Transportation Program for 70 percent of the construction cost. The contract and grant payments are administered by IDOT. IDOT has awarded the contract to Lindahl Brothers Inc., of Bensenville, Illinois, in the amount of \$597,900.

Grant-funded projects require full-time construction supervision by the local agency, which must meet rigorous documentation standards during construction as well as burdensome coordination after construction with the contractor and IDOT. These procedures are necessary to ensure quality construction practices, receive correct invoicing by IDOT, and close out the project in a timely manner. It will be necessary for the Village to utilize a

consultant to ensure construction is in compliance with federal requirements and to provide the required reports to the IDOT Bureau of Construction. Staff in the Engineering Division will be unable to support this effort solely as they are concurrently supervising other Road Program contracts, the bi-annual Street Condition Survey, private development construction, and collection of GIS data.

The Village solicited a proposal for construction engineering services from the consultant that successfully coordinated all stages of this project to meet grant funding requirements. Patrick Engineering, Inc., of Lisle, Illinois, completed the design engineering for this project, and their staff performed construction engineering for our 79th Street federally-funded resurfacing project in 2017. The proposal for construction engineering services from Patrick Engineering, Inc., is \$83,433.00, for which adequate funds are available using the Village's allotment of Motor Fuel Tax (MFT) funds.

It is our recommendation: that a contract be awarded for Construction Engineering Services on the Burr Ridge Parkway LAFO Project to Patrick Engineering, Inc., of Lisle, Illinois, in an amount not to exceed \$83,433.00.

D. Contract for Engineering of County Line Road Sidewalk

As reviewed by the Village Board in November 2017, the engineering design to construct a sidewalk along County Line Road between Longwood Drive and 60th Street proceeded on an accelerated schedule to meet the grant-funding deadlines. The Village secured \$284,000 in federal grant funding for the project through the DuPage Mayors and Managers Conference (DMMC) under the federal Surface Transportation (STP) program, which grant will expire this year. The project includes relocating a Village water main, erecting retaining walls, and constructing the vital sidewalk connection from Longwood Drive to Katherine Legge Park/60th Street. IDOT has awarded the contract to the low bidder, Davis Concrete Construction Co. of Monee, Illinois, in the amount of \$667,394. Construction should begin in July 2019.

Grant-funded projects require full-time construction supervision, rigorous documentation, and burdensome follow-up with IDOT, which are all necessary to ensure the project adheres to all State and Federal requirements for construction practices, record keeping, and invoicing. It will be necessary for the Village to utilize a consultant as staff in the Engineering Division will be concurrently supervising other Road Program contracts, the bi-annual Street Condition Survey, private development construction, and collection of GIS data.

The Village solicited a proposal for construction engineering services from the consultant that endured over the past nine years the numerous design challenges, project suspensions, and final accelerated deadlines. Burns & McDonnell Engineering Company, Inc. of Downers Grove, Illinois, completed all phases of this project, and their staff performed construction engineering for our German Church Road federally-funded sidewalk project in 2016. The

proposal for construction engineering services from Burns & McDonnell is \$89,506.00. This amount is \$6,194 less than the FY19-20 Sidewalks/Pathway Fund budget for these services.

It is our recommendation: that a contract be awarded for Construction Engineering Services on the County Line Road North Connection Sidewalk Project to Burns & McDonnell Engineering Company, Inc. of Downers Grove, Illinois, in an amount of \$89,506.

E. Contract for 2019 Pavement Marking Program

The FY19-20 Capital Improvements Fund budget includes \$20,000 for pavement marking as part of the 2019 Road Program. The pavement marking contract replaces markings removed during the Road Program Resurfacing Contract, and reinstates worn markings on other primary roadways. Work this year would include re-striping McClintock Drive to better establish parking areas permitted recently for commuters to the Pace park-and-ride on Lincolnshire Drive.

The 2019 DuPage County Division of Transportation pavement marking maintenance contract included a section on joint purchasing that extends their bulk bid prices to other governmental units. This beneficial arrangement is in part due to the continuing effort of the County Board's ACT Initiative (Accountability, Consolidation, Transparency) which assists agencies through shared services contracts. The County received and opened bids for this contract on April 9, 2019, which are summarized in the attached bid tabulation. The lowest responsive and responsible bidder is Superior Road Striping, Inc., of Melrose Park, Illinois.

Applying these unit prices from Superior Road Striping, Inc. as provided in the DuPage County joint-bid contract to the Village's estimated quantities, our 2019 pavement marking contract total would not exceed \$20,000, which is the FY 2019-20 budget for this work.

It is our recommendation: that a contract be awarded for the 2019 Pavement Marking Program to Superior Road Striping, Inc., through the DuPage County Division of Transportation joint bid for pavement marking maintenance, in an amount not to exceed \$20,000.

F. Replacement Video Equipment for Police Vehicles

The FY 19-20 Budget includes the purchase of three replacement L3 Mobile Vision in-car video recording systems. The three new systems will replace three outdated systems that have reached "End-of-Life". Moving forward, the remaining in-car video systems will be replaced, three per year. The purchase price for each system is \$5,290. The total cost for the purchase of three systems is \$16,020, which includes \$150 shipping. L3 Mobile Vision is a sole source proprietary vendor. Installation of the equipment is performed by Federal Signal Corp, the police department vehicle equipment up-fitter.

It is our recommendation: that Chief Madden be authorized to purchase the three replacement camera systems.

G. Solicitation for Support of National COPS Conference

From November 8-10, 2019, the National Concerns of Police Survivors (COPS) Traumas & Wellness Conference will be held in Oak Brook, IL. Sergeant Mike Barnes and Janet Kowal initially worked with National C.O.P.S. to bring the conference to Burr Ridge in 2018. Unfortunately we did not have a hotel / conference center large enough to accommodate the number of attendees. Ultimately, the Double Tree Hotel in Oak Brook was chosen last year and remains the conference location in 2019. The Burr Ridge Police Department will be the host agency for the national conference. Sergeant Mike Barnes is requesting permission to solicit donations, sponsorships, vendors, and volunteers for the 2019 national conference.

It is our recommendation: that permission be granted to allow Sergeant Mike Barnes, Ms. Janet Kowal, and other administrative staff to solicit for donations and other forms of support for the National Concerns of Police Survivors Traumas and Wellness Conference.

H. Vendor List FY 18-19

Attached is the vendor list dated May 28, 2019, FY 18-19, in the amount of \$325,898.94 for all funds, which includes special expenditures of \$14,000 for the Public Works Facility Needs Assessment by Legat Architects, Inc. and \$12,278.87 for tree and stump removal by Desiderio Landscaping, LLC. This is the final vendor list for FY 18-19.

It is our recommendation: that the vendor list dated May 28, 2019, FY FY 18-19, be approved.

I. Vendor List FY 19-20

Attached is the vendor list dated May 28, 2019, FY 19-20, in the amount of \$124,937.58 for all funds, plus \$195,716.61 for payroll, for a grand total of \$320,654.19, which includes special expenditures of \$22,700 for mosquito abatement by Clark Environmental.

It is our recommendation: that the vendor list dated May 28, 2019, FY 19-20, be approved.

REGULAR MEETING
MAYOR AND BOARD OF TRUSTEES
VILLAGE OF BURR RIDGE

May 13, 2019

CALL TO ORDER The Regular Meeting of the Mayor and Board of Trustees of May 13, 2019 was held in the Meeting Room of the Village Hall, 7660 County Line Road, Burr Ridge, Illinois and called to order at 7:08 p.m. by Mayor Gary Grasso.

PLEDGE OF ALLEGIANCE Pledge of Allegiance was recited

ROLL CALL was taken by the Village Clerk and the results denoted the following present: Mayor Grasso, Trustees Franzese, Schiappa, Paveza, Snyder, and Mottl. Absent was Trustee Mital. Also present were Village Administrator Doug Pollock, Assistant Village Administrator Evan Walter, Police Chief John Madden, Deputy Chief Marc Loftus, Director of Public Works Dave Preissig, Finance Director Jerry Sapp, Public Relations and Communications Coordinator Janet Kowal, Village Attorney Scott Uhler, and Village Clerk Karen Thomas. (Mayor Gary Grasso, Trustees Albert Paveza, Joseph T. Snyder, Tony Schiappa were sworn in by Judge Ward prior to the meeting).

RESIDENTS COMMENTS

Resident Richard Morton acknowledged Mayor Grasso's accomplishments to the Village in his previous term as Mayor. Mr. Morton referenced the recent explosion in Waukegan to spotlight the threat of Ethylene Oxide's potential dangers. He expressed support for hiring a lobbyist which the Board is considering at this meeting.

Resident Mickey Straub invited everyone to Armed Forces Day, Saturday, May 18, 2019 at 10:00.

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

On Roll Call, Vote Was:

AYES: 5 – Trustees Schiappa, Paveza, Snyder, Franzese, Mottl

NAYS : 0 – None

ABSENT: 1 – Trustee Mital

There being five affirmative votes the motion carried

APPROVAL OF REGULAR BOARD MEETING MINUTES OF APRIL 22, 2019 approved for publication under the Consent Agenda by Omnibus Vote.

RECEIVE AND FILE PLAN COMMISSION MEETING MINUTES OF MAY 6, 2019 were noted as received and filed under the Consent Agenda by Omnibus Vote.

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RECEIVE AND FILE ENVIRONMENTAL QUALITY COMMISSION MEETING MINUTES OF MAY 9, 2019 were noted as received and filed under the Consent Agenda by Omnibus Vote.

APPROVAL OF AN ORDINANCE APPROVING A VARIATION FROM SECTION VLD.7 OF THE BURR RIDGE ZONING ORDINANCE TO PERMIT A FRONT YARD SETBACK OF 40 FEET RATHER THAN THE PERMITTED 50 FEET TO ACCOMMODATE A NEW SINGLE-FAMILY RESIDENTIAL HOME IN THE R-2A RESIDENTIAL DISTRICT (V-04-2019-7875 WOLF ROAD – MIHAILOVIC) The Board, under the Consent Agenda by Omnibus Vote, Approved the Ordinance.
THIS IS ORDINANCE NO. A-834-05-19

ADOPTION OF RESOLUTION PROCLAIMING MAY 2019 AS NATIONAL BICYCLE MONTH IN THE VILLAGE OF BURR RIDGE The Board, under the Consent Agenda by Omnibus Vote, Adopted the Resolution.
THIS IS RESOLUTION NO. R-15-19

CONSIDERATION OF PLAN COMMISSION RECOMMENDATION TO APPROVE AN AMENDMENT TO PLANNED UNIT DEVELOPMENT ORDINANCE #A-834-09-99 TO PERMIT AN ACCESSORY STRUCTURE COVERING A SWIMMING POOL IN THE REAR YARD OF A HEALTH CLUB IN THE L-1 LIGHT INDUSTRIAL DISTRICT (Z-05-2019; 6901 MADISON STREET – FIVE SEASONS) The Board, under the Consent Agenda by Omnibus Vote Approved the Recommendation and directed Staff to prepare the Ordinance

CONSIDERATION OF PLAN COMMISSION RECOMMENDATION TO APPROVE A TEXT AMENDMENT TO SECTION X.E OF THE BURR RIDGE ZONING ORDINANCE TO ADD “PRIVATE SCHOOL” AS A SPECIAL USE IN THE L-1 LIGHT INDUSTRIAL DISTRICT AND A SPECIAL USE AS PER THE AMENDED SECTION X.E TO PERMIT A SPECIAL USE FOR A PRIVATE SCHOOL IN THE L-1 LIGHT INDUSTRIAL DISTRICT (Z-06-2019; 6880 NORTH FRONTAGE ROAD – VINE ACADEMY) The Board, under the Consent Agenda by Omnibus Vote, Approved the Recommendation and directed Staff to prepare the Ordinance.

RECEIVE AND FILE RESIGNATION LETTER FROM ASSISTANT FINANCE DIRECTOR LYNETTE ZURAWSKI The Board, under the Consent Agenda by Omnibus Vote, Accepted the letter of Resignation.

APPROVAL OF VILLAGE ADMINISTRATOR RECOMMENDATION TO RE-CLASSIFY ASSISTANT FINANCE DIRECTOR POSITION FROM RANGE 108A TO 110A AND TO FILL SAID POSITION The Board, under the Consent Agenda by Omnibus Vote, Approved the Recommendation.

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ACKNOWLEDGE RESIGNATION OF PART-TIME RECEPTIONIST SUSAN CASTRO

The Board, under the Consent Agenda by Omnibus Vote, Acknowledged the Resignation.

APPROVAL OF VILLAGE ADMINISTRATOR RECOMMENDATION TO FILL VACANT PART TIME RECEPTIONIST POSITION

The Board, under the Consent Agenda by Omnibus Vote, authorized Village Administrator Doug Pollock to fill the vacancy.

APPROVAL OF RECOMMENDATION TO CONCUR WITH AWARD OF A CONTRACT BY IDOT FOR THE BURR RIDGE PARKWAY RESURFACING PROJECT

The Board, under the Consent Agenda by Omnibus Vote, concurred with the award of the contract by IDOT to Lindahl Brothers, Inc., of Bensenville, Illinois, in the amount of \$597,900.80.

APPROVAL OF RECOMMENDATION TO CONCUR WITH THE AWARD OF A CONTRACT BY IDOT FOR THE COUNTY LINE ROAD NORTH CONNECTION SIDEWALK PROJECT

The Board, under the Consent Agenda by Omnibus Vote, Awarded the contract to Davis Concrete Construction Company, of Monee, Illinois, in the amount of \$667,393.73.

APPROVAL OF PURCHASE OF WORK ORDERS AND BUSINESS LICENSE SOFTWARE MODULES FROM BS&A

The Board, under the Consent Agenda by Omnibus Vote, Approved the Purchase of the two modules from BS&A in the amount not to exceed \$19,500.

APPROVAL OF PURCHASE OF PROPERTY AND EVIDENCE MANAGEMENT SOFTWARE SYSTEM FOR A COST OF \$8,890

The Board, under the Consent Agenda by Omnibus Vote, Approved the Purchase.

APPROVAL OF REQUEST FROM THE FLAGG CREEK HERITAGE SOCIETY FOR DONATION FROM HOTEL/MOTEL TAX FUND FOR THE ROBERT VIAL HOUSE MUSEUM

The Board, under the Consent Agenda by Omnibus Vote, Approved the Request for Donation in the amount of \$2,500.

APPROVAL OF REQUEST FROM THE I & M CANAL NATIONAL HERITAGE CORRIDOR FOR DONATION FROM HOTEL/MOTEL TAX FUND FOR THE VILLAGE'S 2019 ANNUAL DUES

The Board, under the Consent Agenda by Omnibus Vote, Approved the Request for Donation in the amount of \$2,900.

APPROVAL OF REQUEST FOR RAFFLE LICENSE FOR GOWER PTO AND HOSTING FACILITY LICENSE FOR BURR RIDGE COMMUNITY CENTER FOR EVENT ON MAY 18, 2019

The Board, under the Consent Agenda by Omnibus Vote, Approved the Request for Raffle License.

APPROVAL OF VENDOR LIST DATED MAY 13, 2019 FY 18-19 IN THE AMOUNT OF \$250,183.20 FOR ALL FUNDS, PLUS \$193,657.93 FOR PAYROLL, FOR A GRAND TOTAL

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OF \$443,841.13 WHICH INCLUDES SPECIAL EXPENDITURES OF \$18,624.00 FOR TREE PRUNING AND REMOVALS BY WINKLER'S TREE SERVICE; \$11,475.00 FOR EAB TREATMENT BY KRAMER TREE SPECIALISTS; \$11,562.50 FOR PLANNING SERVICES OF THE SPORTS FACILITY; AND \$10,375.50 FOR WATER MAIN REPAIRS BY VIAN CONSTRUCTION

The Board, under the Consent Agenda by Omnibus Vote, approved the Vendor List for the period ending May 13, 2019 FY 18-19 in the amount of \$250,183.20 for all funds, plus \$193,657.93 for Payroll for the period ending April 26, 2019 for a Grand Total of \$443,841.13 which includes special expenditures of \$18,624.00 for tree pruning and removals by Winkler's Tree Service, \$11,475.00 for EAB Treatment by Kramer Tree Specialists, \$11,562.50 for planning services of the Sports Facility, and \$10,375.50 for Water main repairs by Vian Construction.

APPROVAL OF VENDOR LIST DATED MAY 13, 2019 FY 19-20 IN THE AMOUNT OF \$138,054.09 FOR ALL FUNDS, PLUS \$190,572.33 FOR PAYROLL, FOR A GRAND TOTAL OF \$328,626.42, WHICH INCLUDES NO SPECIAL EXPENDITURES

The Board, under the Consent Agenda by Omnibus Vote, approved the Vendor List for the period ending May 13, 2019 for FY 19-20 in the amount of \$138,054.09 for all funds, plus \$190,572.33 for payroll for the period ending May 10, 2019 for a Grand Total of \$328,626.42, which includes no Special Expenditures.

APPROVAL OF AN ORDINANCE AMENDING THE BURR RIDGE MUNICIPAL CODE BY DELETING CHAPTER 21 ENTITLED "VALET OPERATORS"

Village Administrator Doug Pollock explained Staff prepared this Ordinance as directed by the Board at the last meeting to remove the recently added regulations to Chapter 21, Valet Operators.

Motion was made by Trustee Mottl to postpone this vote until the next meeting when all Trustees are present.

There was no second, motion failed.

Trustee Mottl is concerned that the parking violations and accidents that have occurred are not being considered a matter of Public Safety. Chief Madden stated Public Safety issues for law enforcement are classified as crimes and disasters. Parking violations are considered nuisances that are enforced as Ordinance violations. Trustee Mottl asked if parking lane violations are a matter of Public Safety. Chief Madden stated that it is an Ordinance violation and can only be enforced if there is a contractual agreement with the property owner.

Mayor Grasso questioned if there have been accidents relating to parking violations. Chief Madden stated there have been accidents in County Line Square. In the past year, there have been ten complaints regarding parking and 38 parking tickets have been issued, of which 11 were Fire Lane violations

Village Administrator Doug Pollock clarified this Ordinance does not impact or modify Fire Lane restrictions or the prohibition on parking outside designated parking spaces.

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Trustee Schiappa stated he believes this Ordinance adds to government bureaucracy and that the Village should not be involved in the Valet business. He is concerned it would increase Village liability and believes the Ordinance should be rescinded.

Trustee Franzese asked when the agreement with County Line Square was reenacted to allow issuance of tickets. Mr. Pollock stated it was late summer 2018. Trustee Franzese continued that he has noticed an improvement in the parking violations. He is aware of one accident in County Line Square that would not have been prevented by this Valet Ordinance.

Trustee Paveza believes the Restaurant owners should oversee their Valet Operators, not the Village.

Mayor Grasso stated he opposes this Ordinance. It would be cumbersome for residents having private parties and businesses hosting special events to apply for a permit. He stated he was told there are only nine Villages in Chicagoland area that license valet and they do not regulate what the valet services can do. This Ordinance would generate no more than \$600 annually in permit fees. Staff and Police would spend a lot of time enforcing this Ordinance. This Ordinance allowed for ticketing which has been accomplished with the Owner of County Line Square agreeing to allow Police to ticket any illegally parked cars, including those parked by Valets. Mayor Grasso further stated this is an intrusion of Government. He confirmed his son, Michael, runs a Valet business in Burr Ridge. The owner of Capri has made efforts to address the parking problem. He approached PACE to make a deal utilizing their parking lot for Valet and employees after 5:00. Mayor Grasso stated this Valet Ordinance is unnecessary and should be deleted.

Motion was made by Trustee Schiappa and seconded by Trustee Franzese to approve the Ordinance to Amend Village Code by deleting Chapter 21 Valet Operators.

On Roll Call, Vote Was:

AYES: 4 – Trustees Schiappa, Franzese, Paveza, Snyder

NAYS : 1 – Trustee Mottl

ABSENT: 1 – Trustee Mital

There being four affirmative votes, the motion carried

THIS IS ORDINANCE NO. A-1188-01-19

RESOLUTION SUPPORTING ADDITIONAL LEGISLATION REDUCING AMBIENT CONCENTRATIONS OF ETHYLENE OXIDE

Assistant Village Administration Evan Walter stated the Environmental Quality Commission previously submitted a recommendation which was approved by the Board for Resolution supporting certain legislative language in the Illinois General Assembly regarding emission of Ethylene Oxide in Illinois. The EQC has continued to review the legislation and have made several additional recommendations that have been proposed to the ILGA and is pending.

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May 13, 2019

Mayor Grasso asked if it is possible to determine the timeline for this Bill and if there will be more hearings. Mr. Walter stated the end of session is May 31, 2019. The rule making point where Committee hearings occur has passed. Anything that is not approved at Final Committee will be sent back to the Rules Committee which is a clearing house for special dispensation, they make recommendations in special circumstances as to what to do regarding legislation. We are waiting for legislation to come through for amendment language from Representative Durkin's office, Senator Curran's office, or Senator Bush who represents Lake County. Mr. Walter stated he is confident once that comes through this legislation will move forward quickly. Senator Curran has had two bills passed in Senate, Bill 1852 and 1854 which concern notification requirements and fugitive emissions specifically relating to Ethylene Oxide. Mr. Walter stated that an agreement needs to be reached between Senators and Representatives on specific points in the legislation, including the amount of Ethylene Oxide that can be stored within a certain distance of a public facility or residence as well as what is defined as fugitive emissions.

Mayor Grasso suggested the Public communicate to Senators and Representatives how important this issue is.

Motion was made by Trustee Schiappa and seconded by Trustee Franzese to Adopt the Resolution

On Roll Call, Vote Was:

AYES: 5 – Trustees Schiappa, Franzese, Paveza, Snyder

NAYS : 0 – None

ABSENT: 1 – Trustee Mital

There being five affirmative votes the motion carried

THIS IS RESOLUTION NO. R-14-19

UPDATE REGARDING STERIGENICS IN WILLOWBROOK, IL Village Administrator Doug Pollock stated last week Mayor Grasso, as well as the Mayors of Darien, Willowbrook, Indian Head Park and Hinsdale sent a “no settlement” letter urging the Attorney General and the DuPage State's Attorney not to enter into a settlement with Sterigenics that would allow them to use Ethylene Oxide in the area or in any way lift the seal order.

**CONSIDERATION OF ENVIRONMENTAL QUALITY COMMISSION
RECOMMENDATION TO HIRE A LOBBYIST FOR AN UNLIMITED TERM FOR A FEE
NOT TO EXCEED \$15,000.00**

Assistant Village Administrator Evan Walter explained this is a recommendation to hire a lobbyist for any and all pending legislation in the ILGA this session. Mr. Walter spoke with Dave Sullivan from Sullivan and Raucci Strategies, who was recommended by Jen Walling, the Executive Director of the Illinois Environmental Council. The draft contract proposes the lobbyist represents the Village through the current General Assembly session which ends May 31, 2019 for a one-time fee of \$10,000. Mr. Walter said Mr. Sullivan stated that if this goes past the end of session he will continue representing the Village for \$5,000 per month. The EQC's

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recommendation is to enter into a contract with Sullivan and Raucchi at a cost of \$10,000 through the end of this month with an additional \$5,000 to the end of June.

Trustee Paveza asked if Burr Ridge is the only Village contemplating hiring a lobbyist. Mr. Walter confirmed that is the case. The other communities do not consider it necessary to hire a lobbyist.

Mayor Grasso commented that Hinsdale may also be interested in hiring a lobbyist. Village Attorney Scott Uhler confirmed a Trustee from Hinsdale is interested in contributing to hiring the lobbyist.

Trustee Franzese commented the EQC does not want to miss any opportunity to oppose Ethylene Oxide being used in the Community. The American Chemical Society, the Ethylene Oxide Manufacturers Society, sterilization people all have lobbyists in Springfield with contacts. He believes the Village needs a lobbyist to get the point across.

Trustee Mottl asked if any other lobbyists were considered. Trustee Franzese stated there was another lobbyist proposed however the EQC unanimously agreed to recommend Mr. Sullivan.

Motion was made by Trustee Mottl and seconded by Trustee Snyder to approve the Recommendation to hire the lobbyist for unlimited term for a fee not to exceed \$15,000

On Roll Call, Vote Was:

AYES: 5 – Trustees Mottl, Snyder, Paveza, Schiappa, Franzese

NAYS : 0 – None

ABSENT: 1 – Trustee Mital

There being five affirmative votes the motion passed.

OTHER CONSIDERATIONS Trustee Franzese announced there will be a Public Forum on Ethylene Oxide on May 29, 2019 at Burr Ridge Marriott Hotel. Information will be posted on the Village's website. There will be round table discussions from 1:00 to 5:00 PM. and speakers as well as a question and answer time from 7:00 – 9:00. He advised there is a particular format to follow in order to have a question on the list. Mr. Walter provided the email address to submit a question.

Mayor Grasso stated he attended a Court session in DuPage County. The word settlement was never used. The Attorney General or DuPage State's Attorney is not considering lifting the Seal Order. Judges always encourage parties to discuss matters however Judge Fullerton did not mention settlement. Mayor Grasso requested Village Attorney Scott Uhler to put forward the Village's petition to intervene so Burr Ridge can formally be a party to the case and receive all the discovery. The Judge has agreed and this is being briefed. Sterigenics has the right to object and then the Judge will make a ruling on July 18, 2019 at DuPage County Courthouse. Mayor Grasso encouraged residents to attend.

RESIDENT COMMENTS There were none.

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NON-RESIDENT COMMENTS There were none.

REPORTS AND COMMUNICATIONS FROM VILLAGE OFFICIALS Village Administrator Doug Pollock announced the events season is beginning. He encouraged everyone to attend the Armed Forces Day celebration. Also, this week is Bike to Work Week. Mr. Pollock reminded everyone the Village Hall will be closed for Memorial Day. Run the Ridge, the 5K Walk and Run Race is June 1, 2019 and the Concert Season begins June 14, 2019.

Mayor Grasso suggested everyone take a moment on Memorial Day to remember those who have given their lives in defense of our Country. He announced the next Board Meeting will be on Tuesday, May, 28, 2019.

Motion was made by Trustee Paveza and seconded by Trustee Schiappa that the Regular Meeting of May 13, 2019 be adjourned.

On Roll Call, Vote Was:

AYES: 5 – Trustees Paveza, Schiappa, Franzese, Mottl, Snyder

NAYS : 0 – None

ABSENT: 1 – Trustee Mital

There being five affirmative votes the motion carried and the meeting was adjourned at 8:03 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 Mayor and Board of Trustees this _____ day of _____, 2019.

**MINUTES
STORMWATER MANAGEMENT COMMITTEE
REGULAR MEETING
May 14, 2019**

CALL TO ORDER

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

ROLL CALL

Present: 5 -Trustee Guy Franzese, Trustee Al Paveza, Nancy Montelbano , Alice Krampits, and David Allen.

Also Present: Public Works Director/Village Engineer David Preissig

APPROVAL OF FEBRUARY 21, 2019 MINUTES

A **MOTION** was made by Committee Member Nancy Montelbano to approve the minutes of the February 21, 2019 meeting. The motion was **SECONDED** by Trustee Al Paveza and **APPROVED** by a vote of 5-0.

UPDATE REGARDING PROPOSAL TO DEVELOP 7950 DREW AVENUE

Mr. Preissig shared an update regarding the PUD under design at 7950 Drew Avenue which is known as “The Cottages on Drew”. The second submittal for final plat and engineering plan review was provided on March 20, 2019. While this submittal addressed many of the Village’s initial review comments, it failed to address several DuPage County comments related to wetland impacts, and in their latest review dated April 29, 2019, the County requested a meeting. At the County’s meeting in their office on May 2, 2019, the County reiterated that an analysis is needed to show how a reduction in the scale of the development or rearrangement of the proposed facilities could avoid or minimize wetland and floodplain impacts. Mr. Preissig advised the Committee of the design alternatives requirement in the DuPage County Countywide Stormwater and Flood Plain Ordinance, Section 15-86.C, and explained this was similar to the analysis performed during design of the Spectrum Senior Living development at 91st Street and IL Route 83.

Mr. Preissig reminded the Committee that the earlier violation of wetland filling and wetland buffer disturbance as described in November 2018 is being addressed. With a temporary grading permit, the property owner (Mr. Anthony Perino, Jarper Properties, LLC) must remove the fill material and restore the area with wetland plants.

Trustee Franzese asked if the offending neighbor has come forward to mitigate the wetland violation. Mr. Preissig stated the Village is not aware of any correspondence between Mr. Jarper, the property owner, and the neighbor.

Committee Member David Allen questioned the chances of successful development. Mr. Preissig stated that this depends on the analysis to be completed for the County, which since the Spectrum development was effective, our Engineering Division feels the Cottages on Drew could be similarly successful.

Trustee Al Paveza asked how its wetland impact is determined. Mr. Preissig answered that the impact is measured by its area of permanent impact or temporary impact. A permanent impact is complete obliteration of the wetland by cutting or filling over it, while a temporary impact is caused by adjacent construction or utility cuts that can later restore the wetland area.

CONSIDERATION OF RECOMMENDATION TO ENTER INTO AGREEMENT WITH THE LOWER DES PLAINES WATERSHED GROUP

Mr. Preissig advised that this item was briefly introduced to the Committee during the presentation of the Village's new anti-icing snow and ice control operations in November, and mentioned in this Committee's review of the Stormwater Management Fund budget in February. The Illinois Pollution Control Board established statewide chloride water quality standards. The Des Plaines River has a chlorides water quality standard of 500 mg/l, and the Village of Burr Ridge is entirely within the watershed of the Lower Des Plaines River basin. A failure to meet this standard could result in penalties, fines, and enforcement against any agency that drains to this watershed.

In response to these concerns, the Lower Des Plaines Watershed Group (LDWG) was formed by a local group of communities, MWRD, and environmental organizations to petition the IEPA for a Time-Limited Water Quality Standard (TLWQS) for chlorides. This would allow the group to continue its practices while developing a long-term water quality monitoring program and implementing viable remediation projects to work toward chloride reduction in the watershed.

Mr. Preissig shared that the Village staff recommend entering into an agreement for participation in the Lower Des Plaines River Watershed Group (LDWG) for the purposes of meeting NPDES requirements, and more specifically to become a Petitioner in the Time-Limited Water Quality Standard. The initial fee to join is \$6,878, and which fee was included in the FY 2019-20 Stormwater Management Fund budget.

Trustee Al Paveza inquired if this was an annual fee. Mr. Preissig answered that the fee includes a one-time first-year set-up fee of approximately \$1,300, and after which the annual fee would be less, in the amount of \$5,502.

A **MOTION** was made by Committee Member Nancy Montelbano to recommend to the Village Board and direct Staff to enter into an agreement with the Lower Des Plaines Watershed Group. The motion was **SECONDED** by Committee Member David Allen and **APPROVED** by a vote of 5-0.

STATUS OF DATABASE UPDATES AND EVALUATION OF STORMWATER STORAGE FACILITIES

Mr. Preissig informed the Committee that this year's Engineering Intern will be partnered later in the summer with our Geographic Information System (GIS) Intern to work toward evaluating the Village's nearly 200 stormwater storage facilities. He shared a method of evaluation that has been utilized by other agencies was reviewed by the Engineering Division and modified to fit this Village's goals for use by the interns this Summer.

Trustee Franzese asked that the evaluation include a finding if the retention ponds have an aeration device, or if one is recommended, to improve water quality.

Trustee Franzese asked if the interns can evaluate all 200 facilities this season. Mr. Preissig answered that they would start the evaluation after this year's bi-annual street condition survey is completed. He advised that one goal this year is to make significant progress and have a good procedure in place for next year, when more of the interns' time can focused on this program without the scheduled street condition survey.

AUDIENCE DISCUSSION

Committee Member Alice Krampits asked about the grading around the new homes under construction at 75th Street and Drew Avenue. She stated this area used to be low and hold water, but the new homes are nearly completed and a large pile of fill material still exists on the sites. Mr. Preissig advised that the approved grading plans provide positive drainage to the ditches on 75th Street and Drew Avenue, and that each home includes its own infiltration basin to reduce the stormwater runoff from these sites. Trustee Franzese commented that the permits' bonds will not be released until the final as-built grading plan is reviewed by the Village and matches the permitted site plan.

Committee Member Allen noted the two vacancies on the Committee. Trustee Franzese advised that these will be resolved with appointments by the recently-installed Mayor Gary Grasso.

ADJOURNMENT

There being no further business, a **MOTION** was made by Trustee Al Paveza to adjourn the meeting. The motion was **SECONDED** by Committee Member Nancy Montelbano and **APPROVED** by a vote of 5-0. The meeting was adjourned at 7:36 p.m.

Respectively submitted,

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

**MINUTES
ENVIRONMENTAL QUALITY COMMISSION MEETING
Wednesday, May 22, 2019**

1. CALL TO ORDER

The meeting was called to order by Chairman Guy Franzese at 7:00 PM

2. ROLL CALL

Present: Chairman Guy Franzese, Jennifer Houch, Jennifer McConahy, Yvonne Mayer, Stephen McCracken, and Tom Layden

Absent: Trustee Tony Schiappa

Also Present: Village Administrator Doug Pollock and Assistant Village Administrator Evan Walter

3. APPROVAL OF MEETING MINUTES OF May 9, 2019

A **MOTION** was made by Mr. Layden to approve the minutes of the May 9, 2019 meeting. The **MOTION** was seconded by Ms. McConahy:

On Roll Call, Vote Was:

AYES: 5 – Layden, McConahy, Houch, Mayer, and Franzese

NAYS: 0 – None

ABSTAIN: 1 – McCracken

There being five affirmative votes, the motion carried.

4. REVIEW OF STERIGENICS RELATED MATERIALS AND LITIGATION

Mr. Walter provided an update regarding the pending litigation. He stated that a date was set for the next hearing, July 18, 2019 and that the Village has filed its petition to join the lawsuit.

5. CONSIDERATION OF GOALS AND PRIORITIES FOR MAY 29 COMMUNITY MEETING

Mr. Walter referenced the US EPA open house and public meeting scheduled for May 29, 2019 at the Burr Ridge Marriott. The Committee previously determined to have a booth/table at the open house. Mr. Walter said that Village staff would be representing the table during the entire 3 hours. Mr. Pollock encouraged Committee members to also be at the table as much as possible.

6. CONSIDERATION OF LEGISLATIVE PRIORITIES

Trustee Franzese asked Mr. Walter to provide an update regarding pending legislation.

Mr. Walter reported that this amendment was filed today and attempts to consolidate most of the other legislation that has been filed. He stated that it is possible that the legislation would go to special session after May 31 but that the Village's lobbyist believes it is more likely to be approved in regular session before May 31.

Mr. Pollock noted that Village staff has been in regular contact with the lobbyist, and Mr. Pollock believes that the Village is being well represented. Mr. Walter added that he talks with the lobbyist on a daily basis.

Chairman Franzese suggested that Mr. Walter lead the Committee through a review of Senate Bill 1852. Mr. Walter proceeded to go through the bill line by line with discussion on the key topics.

The key point of discussion by the Committee related to the establishment of a maximum emission of Ethylene Oxide (EtO). After discussion of this issue, Mr. Pollock summarized the Committee's recommendation on this particular issue as follows:

- Any release of Ethylene Oxide into the atmosphere should be prohibited.
- The proposed maximum emissions in the legislation is a reduction of emissions by 99.9% or to 0.2 parts per million. The Committee recommends that the percentage option be eliminated.
- The 0.2 parts per million appear to allow Sterigenics to continue their operations without a reduction of EtO emissions. Given the evidence that their emissions have caused adverse health impacts to the community, the proposed maximum emissions are unacceptable.
- An ATSDR study indicates health hazards above 0.09 parts per million. The Commission agreed that this number should not be exceeded and that an appropriate maximum may need to be even lower.

The Committee reviewed the remainder of the document and recommended several other changes. Trustee Franzese asked Village staff to summarize those recommendations in a Resolution that would be forwarded to the Board of Trustees for consideration at their May 28, 2019 meeting. He also asked that staff forward those recommendations to the General Assembly tomorrow.

A **MOTION** was made by Ms. Houch to recommend that the Committee forward a Resolution to the Board of Trustees with the recommended changes to Senate Bill 1852 as discussed. The **MOTION** was seconded by Mr. Layden.

On Roll Call, Vote Was:

AYES: 6 – Houch, Layden, Mayer, McConahy, McCracken and Franzese

NAYS: 0 – None

There being six affirmative votes, the motion carried.

7. OTHER CONSIDERATIONS

Mr. Walter asked if the Committee wanted to send a letter to the Governor encouraging him to attend the EPA events on May 29. The Committee concurred with that recommendation.

8. PUBLIC COMMENT

Mr. Richard Morton thanked the Committee and the Village for its commitment to address this issue.

9. ADJOURNMENT

There being no further business, a motion was made by Ms. Mayer to adjourn the meeting. The motion was seconded by Mr. McCracken and approved by a unanimous voice vote. The meeting was adjourned at 9:14 PM.

Respectfully submitted,

Doug Pollock
Village Administrator

DP:jat

ORDINANCE NO.

AN ORDINANCE GRANTING AN AMENDMENT TO PLANNED UNIT DEVELOPMENT
ORDINANCE #834-09-99 TO PERMIT AN ANNUAL, TEMPORARY STRUCTURE
COVERING A POOL IN THE REAR YARD OF A HEALTH CLUB IN THE L-I
LIGHT INDUSTRIAL DISTRICT

(Z-05-2019: 6901 Madison Street - Five Seasons)

WHEREAS, an application for a special use for certain real estate has been filed with the Assistant 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 special use on April 15, 2019, and May 6, 2019 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 special uses, including its

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

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

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

- A. That the Petitioner for the special use for the property located at 6901 Madison Street, Burr Ridge, Illinois, is Five Seasons (hereinafter "Petitioner"). The Petitioner requests an amendment to Planned Unit Development Ordinance #834-09-99 to permit an annual, temporary structure covering a pool in the rear yard of a health club in the L-I Light Industrial District.
- B. That the property will not detract from the public health, safety, morals, comfort, or general welfare.
- C. That the special use will not adversely impact any adjacent properties.

- D. That the special use will allow the petitioner to bring a necessary service to the residents of the Village.
- E. That the site plan of the property is adequate for the use.
- F. That adequate traffic facilities are present on or adjacent to the property.
- G. That the use is not contrary to the objectives of the Official Comprehensive Plan.
- H. That the special use will otherwise conform to the applicable regulations of the Zoning Ordinance.

Section 3: That the amendment to Planned Unit Development Ordinance #834-09-99 to permit an annual, temporary structure covering a pool in the rear yard of a health club in the L-I Light Industrial District is ***hereby granted*** for the property commonly known as 6901 Madison Street and identified by the Permanent Real Estate Index Numbers(PIN) of: **09-24-308-004**.

Section 4: That approval of the PUD amendment shall be subject to the submitted site plan and elevations hereinafter referred to in **Exhibit A**, along with the following conditions:

- 1. The dome shall not exceed 33 feet in peak height.
- 2. The dome's exterior shall be a gray or gray-toned.
- 3. No advertising, logos, flags, or writing of any kind shall be permitted to be written directly on or attached to the exterior of the dome.
- 4. The dome's exterior membrane shall be cleaned on an annual basis.
- 5. The dome shall be permitted to be erected from Labor Day to Memorial Day.
- 6. The dome's structural elements must be stored in an enclosed area.
- 7. The insulation unit and emergency generator shall be permitted to be present year-round, with both screened by a permanent masonry wall.

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 28th day of May, 2019, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

AYES:

NAYS:

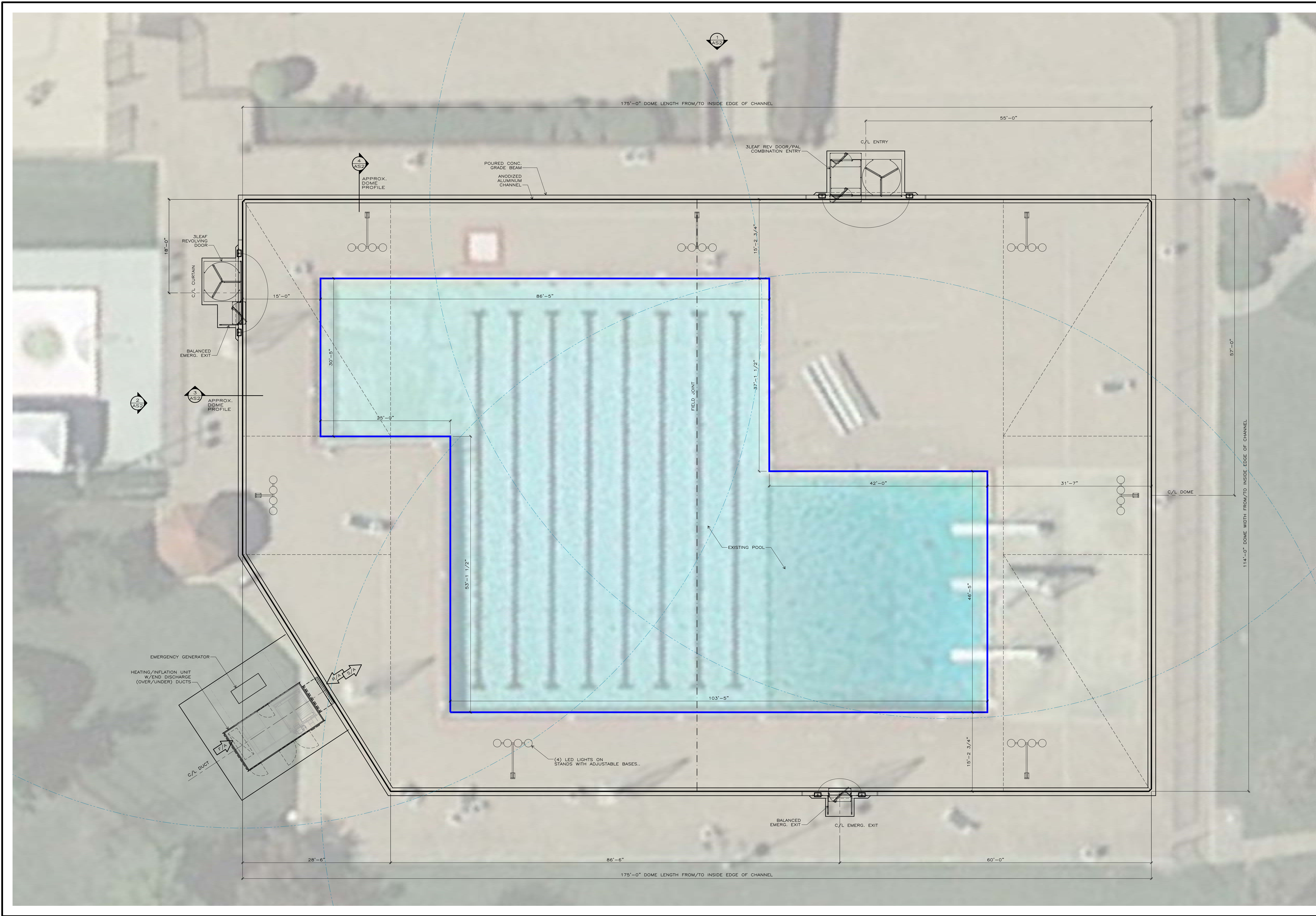
ABSENT:

APPROVED by the Mayor of the Village of Burr Ridge on this 28th day of May, 2019.

Mayor

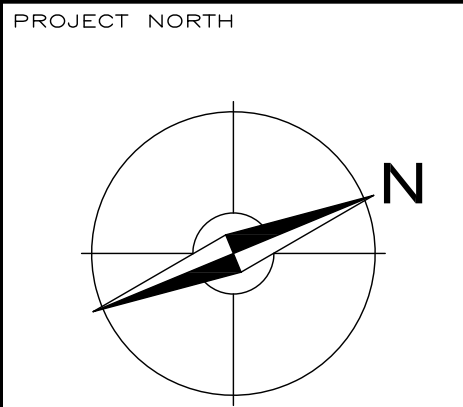
ATTEST:

Village Clerk



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| NO. | DESCRIPTION | DATE |
|------------|-------------|------|
| | | |
| REVISIONS: | | |



SEAL:

PRELIMINARY
NOT FOR
CONSTRUCTION

PROJECT:

**FIVE SEASONS
POOL DOME**

PROJECT LOCATION:

BURR RIDGE, IL.

DRAWING:

**PRELIMINARY
PLAN LAYOUT**

SCALE:

1/8"=1'-0"

DATE:

25/APR/19

DRAWN BY:

D.K.

APPROVED BY:

AS-1

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION X.E OF THE BURR RIDGE ZONING
ORDINANCE TO ADD "PRIVATE SCHOOL" AS A SPECIAL USE IN THE L-I
LIGHT INDUSTRIAL DISTRICT(Z-06-2019: Text Amendment - Private School)

WHEREAS, an application for a text amendment to the Village of Burr Ridge Zoning Ordinance has been filed with the Assistant 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 public hearings on the question of granting said text amendment on May 6, 2019 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 text amendment to the Burr Ridge Zoning Ordinance, including its findings and recommendations, to this Mayor and Board of Trustees, and this Mayor and Board of

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

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

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

- A. That the recommendation is to amend Section X.E of the Zoning Ordinance to add *private school* as a special use.
- B. That the amendment described is consistent with the purpose and intent of the Zoning Ordinance.

Section 3: 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 28th day of May, 2019, by the Corporate Authorities
of the Village of Burr Ridge on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by the Mayor of the Village of Burr Ridge on this 28th day
of May, 2019.

Mayor

ATTEST:

Village Clerk

ORDINANCE NO.

AN ORDINANCE GRANTING A SPECIAL USE FOR A PRIVATE SCHOOL IN A
L-I LIGHT INDUSTRIAL DISTRICT

(Z-06-2019: 6880 North Frontage Road - Vine Academy)

WHEREAS, an application for a special use for certain real estate has been filed with the Assistant 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 special use on May 6, 2019, 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 special uses, including its findings and recommendations, to this Mayor and Board of Trustees, and this Mayor and Board of Trustees has duly

considered said report, findings, and recommendations.

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

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

- A. That the Petitioner for the special use for the property located at 6880 North Frontage Road, Burr Ridge, Illinois, is Vine Academy (hereinafter "Petitioner"). The Petitioner requests a special use to permit a private school in the L-I Light Industrial District.
- B. That the property will not detract from the public health, safety, morals, comfort, or general welfare.
- C. That the special use will not adversely impact any adjacent properties.
- D. That the special use will allow the petitioner to bring a necessary service to the residents of the Village.
- E. That the site plan of the property is adequate for the use.

- F. That adequate traffic facilities are present on or adjacent to the property.
- G. That the use is not contrary to the objectives of the Official Comprehensive Plan.
- H. That the special use will otherwise conform to the applicable regulations of the Zoning Ordinance.

Section 3: That the special use for a private school is ***hereby granted*** for the property commonly known as 6880 North Frontage Road and identified by the Permanent Real Estate Index Numbers(PIN) of: **18-30-100-011.**

Section 4: That approval of the special use shall be subject to the submitted business plan hereinafter referred to in **Exhibit A**, as well as to the following conditions:

1. The special use shall be limited to Vine Academy in a manner consistent with the submitted business plan.
2. The special use shall be null and void if Vine Academy no longer operates a private school at 6880 North Frontage Road.
3. The private school shall be limited to 200 total students on site, comprised of any age or grade level.
4. The outdoor play area shall have a single point of access and shall be surrounded by a fence, to be secured with a child-proof locking mechanism at all times.

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 28th day of May, 2019, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by the 28th day of May, 2019.

Mayor

ATTEST:

Village Clerk



YELLOW HIGHLIGHTED AREA: EXISTING CONDITIONS

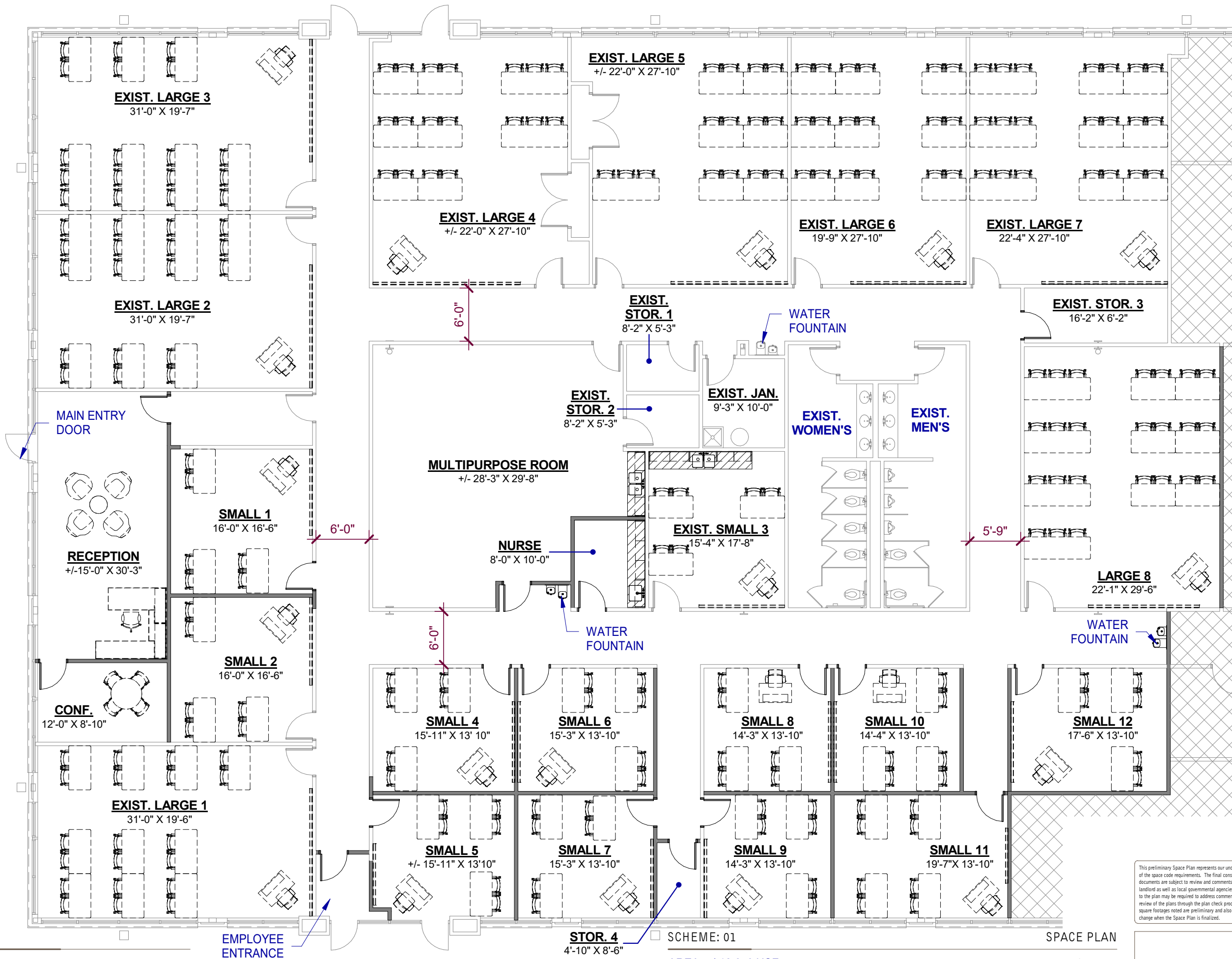
WORK TO BE DONE:

- NEW STAIR ON WEST SIDE OF ENTRANCE PLATFORM
- EXTENDED OVERHEAD CANOPY
- CONFIRM WEST ENTRANCE IS ADA ACCESSIBLE
(PENDING BUILDING DEPARTMENT APPROVAL)



PROPOSAL: 129-114613-1-R3

VINE ACADEMY



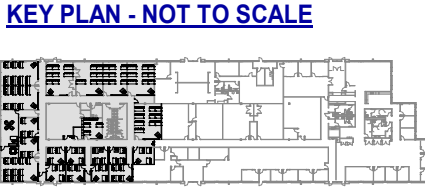
WALL LEGEND

EXISTING PARTITION TO REMAIN

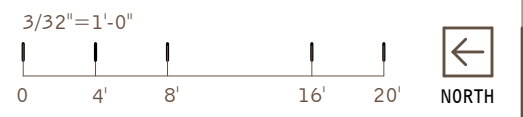
NEW PARTITION

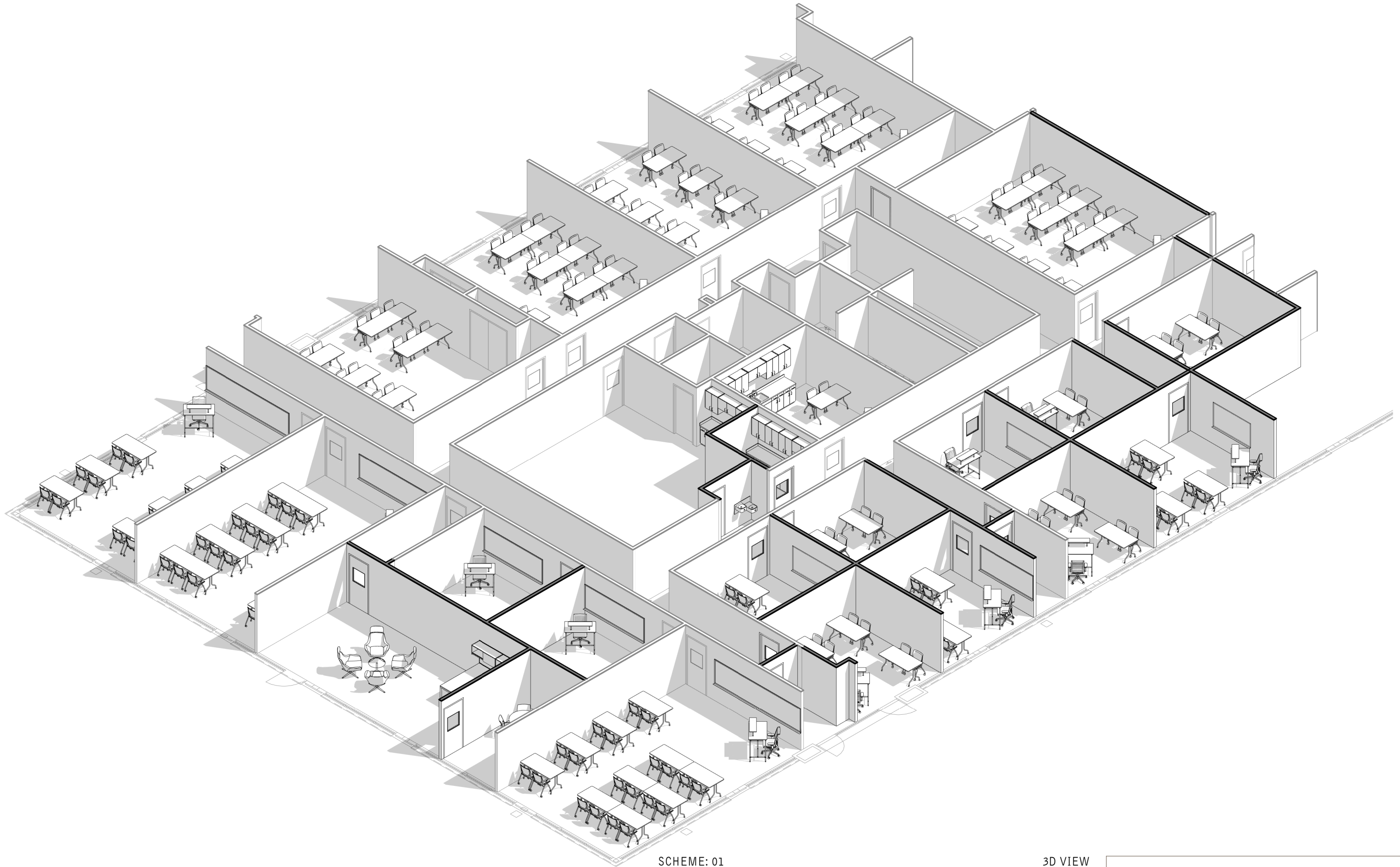
COUNTS:

| | |
|----------------------|----|
| SMALL CLASSROOMS: | 12 |
| LARGE CLASSROOMS: | 8 |
| MULTI-PURPOSE SPACE: | 1 |
| BATHROOMS: | 2 |
| RECEPTION: | 1 |
| CONFERENCE: | 1 |
| NURSE'S OFFICE: | 1 |



This preliminary Space Plan represents our understanding of the space code requirements. The final construction documents are subject to review and comments from the landlord as well as local governmental agencies. Changes to the plan may be required to address comments after review of the plans through the plan check process. All square footages noted are preliminary and also may change when the Space Plan is finalized.





SCHEME: 01

AREA: +/-12,670 USF

3D VIEW

VINE ACADEMY
6880 N. FRONTAGE RD.
BURR RIDGE, IL 60527

WARE MALCOMB

CH18-6215-00
10/25/2018

SHEET
SP2

Findings of Fact
Special Use
Burr Ridge Zoning Ordinance

Address:
6880 N Frontage Drive, Burr Ridge, IL 60527

As per Section XII.K.7 of the Village of Burr Ridge Zoning Ordinance, for a special use to be approved, the petitioner must confirm all of the following findings by providing facts supporting each finding.

A. The use meets a public necessity or otherwise provides a service or opportunity that is not otherwise available within the Village and is of benefit to the Village and its residents.

A private school that expands the educational options to the community benefits the residents.

B. The establishment, maintenance, or operation of the special use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare.

Vine Academy maintains a high level of safety and morals geared toward the benefit of the students and parents. The safety record and adequacy of Vine Academy as a small, private school was thoroughly evaluated and confirmed through the process of accreditation by the National Independent Private School Association (NIPSA) and AdvancEd.

C. The special use will not be injurious to the uses and enjoyment of other property in the immediate vicinity for the purposes already permitted/ nor substantially diminish or impair property values within the neighborhood in which it is to be located.

Vine Academy maintains a high level of safety in and out of the premises and upholds a professional atmosphere. Furthermore, the special use permit would continue the use of this space into a similar use as its previous usage.

D. The establishment of the special use will not impeded the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

Vine Academy maintains a low profile of parking and vehicle usage, as there is no bussing of students and all students are picked up by parents. The proposed site also provides more than ample space for drop off and pick up of students without impediment to traffic flow of any surrounding streets.

E. Adequate utilities/ access roads, drainage and/ or necessary facilities have been or will be provided.

Easy access and easements to the property allow for proper traffic flow for pick up and drop off. The facilities will have adequate restroom facilities and plumbing necessary to operate a clean learning environment

F. The proposed, special use is not contrary to the objectives of the Official Comprehensive Plan of the Village of Burr Ridge as amended.

Correct.

G. The Special use shall, in other respects, conform to the applicable regulations of the district in which it is located/ except as such regulations may, in each instance, be modified pursuant to the recommendations of the Plan Commission or/ if applicable, the Zoning Board of Appeals.

Correct.

Detailed Description of the Special Use: Vine Academy

Business Name: Vine Academy, LLC

Business Type: Vine Academy is a private school for students in grades K-12. Vine Academy provides a full time education to in a customized, small group setting.

Hours of Operation:

- 7:45-4:15 on a typical school year calendar
- a few evenings each year
- 8:00-3:00 for four weeks in the summer

Business History: Vine opened in August of 2012 with just eleven students in two classrooms. Vine Academy was named Nurturing Wisdom Academy in the first two years of its operation. Since then, Vine has added about ten students each year over the course of seven years. We have also been honored to gain recognition for the quality of our services through two different accreting bodies: the National Independent Schools Association (NIPSA) and AdvanceEd. Those honors were earned in 2018.

Size: Currently, Vine Academy is a school of about 75 students. Our total staff (teachers, administrators, and support staff) is 16 full time equivalent people. Our staff includes teachers, a bookkeeper and front desk administrator, a full time school nurse, and a school administrator.

Expected Growth: Vine's plan is to continue to add about ten students per year each year until we reach a size of no greater than 200 students and 30 staff members. This means we are looking to have about 18 students in each grade level of K-8 and nine students in each high school grade level. As far as the space for which we are looking to have this special use permit, we may add additional space over the years, but 192 students fit easily into the design of the space. Here's how:

- Our students take three very small group classes per day, in class sizes of only six. Those classes are literature, writing, and math. Our design includes twelve such classrooms. Since those classrooms can be used eight times each per day, that means 192 students can be served by those rooms.
- Our students take three large group classes per day, in class sizes of up to eighteen. We have four classrooms designed for such classes, and those rooms can be used eight times per day as well. That means those rooms can also accommodate 192 students.
- Our students take two periods of projected learning each day, in class sizes of up to twelve. We have designed four classrooms reserved for this type of class as well. Since those can be used ten periods each day, those can also accommodate 192 periods.
- Students also take two periods of electives and a lunch each day. The classrooms described above each have two additional periods reserved for these usages.
- A large, multi-purpose space is also included in our design to accommodate fitness electives and large group activities.

Ownership: Our director and founder is Amanda Vogel. The school is also partially owned by Pari Schacht. Through Pari's company, Nurturing Wisdom Tutoring, Pari and Amanda built a reputation in the Chicago area for excellence in tutoring for a decade prior to the start of opening Vine Academy. The western suburbs, including Burr Ridge, was one of the primary places where Nurturing Wisdom offered high quality, one on one, in home tutoring for academic subjects and test preparation.

Parking, Pick Up, Drop Off: Vine Academy has selected the proposed location with ease of parking, drop off, and pick up in mind. In addition to have very generous parking, this particular building has an ideal drop off/pick up loop that would not impede the flow of traffic into any streets. In general, drop off is a gradual process that lasts from 7:30-8:00 and does not result in a line of cars. Pick up at the end of the school day can result in a line of cars, which lasts from 3:50-4:10. If the pick up line were to get close to the street, however, overflow pick up could easily be kept in the ample parking around the building.

Outdoor Space: In the proposed space, Vine has planned for a newly designed 2,500 square foot outdoor play area. Vine is working in conjunction with Play Illinois! to design an all-ages playground facility that will provide both outdoor recess and fitness space in a safe and well designed playground.

Population: Vine is not a special needs or therapeutic school, but we do accept students with a range of abilities and challenges. Students are accepted, unless excluded based on specific criteria:

- We do not accept students with severe behavioral challenges. This would include students with disorders such as oppositional-defiant disorder or a history of repeated misbehavior resulting in suspension or disciplinary action.
- We do not accept students who are severely disabled, such as an autistic child with limited verbal capabilities or any child who would require a one on one aide.
- We do not accept students who are more than two years behind grade level throughout all subjects.

Additional Information about Vine

Additional information about Vine's history, design, and unique features is available on the pages that follow.

A Brief History of Vine

Our Start: Education is our passion, and providing the best in education is our obsession. Vine Academy started as an offshoot of Nurturing Wisdom Tutoring, which began in 2005 and is still a thriving tutoring company today. Amanda Vogel was the Vice President of Nurturing Wisdom for its first decade. Working closely with the company president, Pari Schacht, she developed much of the tutoring curriculum, trained tutors, and helped lead the company. In that time, Nurturing Wisdom offered 1:1 in-home tutoring to thousands of students. We felt so proud of the amazing results we received in helping students earn high marks on the ACT, get into the high school of their choice, develop executive functioning skills, and much more, **but, something was missing.**

It's so rewarding to help a student with one tough class or test. Other times though, tutoring sometimes felt like trying to fit a square peg into a round hole. We realized what some of these students needed wasn't tutoring but a different approach to learning. Our dream to start our own school was born.

The Patterns: In our typical compulsion to collect data, we started to look closely at the students who didn't seem to be best served by traditional schools. Here's what we saw:

- Bright and gifted students who were not working to their potential.
- Students who had been inquisitive in their elementary years but had lost their intellectual curiosity.
- Students who were falling behind at school not because they were missing the knowledge or skills, but because of waning motivation and lack of executive functioning skills.

Next, we looked at **traditional schools**. Traditional schools have many merits and serve many talented students. In each school though, we saw a number of students fall through the cracks and not achieve their potential. At the heart of this problem are the things that traditional schools are lacking:

- development of advanced writing skills in students
- customization for all students, including those with giftedness and special needs, without stigmatization
- direct instruction of executive functioning skills
- opportunities for students to pursue their academic passions and interests

Our Dream: From this reflection and research, we designed our school and named it Nurturing Wisdom Academy. We took the best of everything we could find in traditional and alternative education formats. We addressed every major weakness we saw in traditional schools. We designed our school for students whose amazing potential was not being actualized. When the school opened in August of 2012, we had eleven students and rented two classrooms.

Our Growth: Since then, Vine has achieved its growth goals of adding about ten students each year. We have focused on slow, steady growth to make sure that we have an amazing staff who is ready for the challenges that each set of new students brings. As we grew, Pari also offered Amanda an amazing opportunity. Pari felt that Amanda was ready for the task of being an entrepreneur and made it possible for Amanda to become the owner of the school. With that gift, the name of the school was changed to Vine. Pari is still involved as an investor, advisor, and resource today, and she has recently opened her Mission Montessori School in San Francisco.

What Makes Vine Unique

Vine Academy is a special place for students and teachers for many reasons. Here are just a few of the things that cause our school to stand out from the crowd:

Teacher-Led Customization: Every student works at his or her own pace, and our teachers are able to customize each class to fit each student. When a student masters a skill, it's time to move on to the next level of challenge; when a student struggles with a skill, they are given the time and instruction needed to master it before moving on.

Learning is Fun: We believe that if learning is structured correctly it can be genuinely fun on its own! Students are much more likely to enjoy learning when the curriculum is tailored to suit their individual interests and skill levels. When a student is asked to focus on something that's challenging enough to be interesting, but never so challenging that it becomes overwhelming, he finds himself in the "zone of proximal development" - a place that facilitates enjoyable, exciting learning.

Hierarchical Curriculum: We carefully structure each class so that new knowledge builds upon previous knowledge while new skills develop organically from prior skills. By paying attention to the order in which information is presented and new skills are introduced, we enable students to integrate new knowledge with what they've already learned, thereby gaining a deeper understanding rooted in solid foundations. Our hierarchical approach ensures that we address each student at his or her own level, presenting new concepts, information, and skills only when the student is ready to understand them.

Passion & Curiosity: We believe that students should be allowed and encouraged to pursue their own interests during school. To foster passion and curiosity in our students, we devote two periods each day for project based learning. During this time, students take on intensive, graded projects focused towards their areas of interest. Students learn key executive functioning skills such as managing time and working toward larger goals, while enjoying freedom within an overarching structure to create projects that they love.

Ownership: We believe that students should have ownership over their learning. Teachers are in charge of structuring learning and challenging students, but students must also take ownership of their learning and school. From setting goals to decorating classrooms to planning field trips, any opportunity that arises in which students can take ownership is embraced. We want our students to be invested in their own success, both at our school and beyond.

Rigor Without Anxiety: We believe that parents don't have to choose between a high quality academic education and their child's mental health. The American education system has not shown any significant improvement in academic outcomes over the last few decades, but more and more of our children are suffering from anxiety. What has changed is an increase in working hours outside of school, taxing our children's mental and psychological energy. In fact, the rate of clinical anxiety among children has been increasing steadily for three decades.

In his 2010 *Psychology Today* article "The Decline of Play and Rise in Children's Mental Disorders," Peter Grey, Ph.D, reports that "by at least some estimates, five to eight times as many high school and college students meet the criteria for diagnosis of major depression and/or anxiety disorder as was true half a century or more ago." Students are spending countless hours doing homework and schoolwork that is burdensome, but not stimulating or challenging. More work does not mean better work; children crave intellectual stimulation, but find themselves overwhelmed by long lists of relatively boring tasks.

At Vine, we believe that children are best able to learn in a comfortable, relaxed state of mind. Our intentionally low-stress, homework-free structure supports a rigorous education beneficial to each of our students. We seek to maximize each student's executive functioning skills by gradually increasing the difficulty of work according to individual ability. Through this model, our students learn how to handle more rigorous work, leading to an education that is challenging and engaging, not overwhelming.

No Homework Policy: Homework teaches very little, creating far more problems than it solves. Arguments, late nights, stress, and time away from essential childhood activities are all consequences of homework, and research continues to show they are not worth it. When our students leave school in the afternoon, we have created conditions so that they can go home and relax, spend time with family, and participate in a variety of after school activities. We want our students to have time to be kids! The only responsibility students have beyond the school day is 15 to 30 minutes of reading, the activity that's after school merit has been proven truly beneficial.

At Vine, we believe that the skills needed to complete homework can be taught, and we actively instruct our students to develop them. A sustained focus on independent work, breaking down large tasks into manageable pieces, and developing study techniques are some of the essential skills we prioritize as we ready our students for their next level of education. Prior to graduation, we spend a few weeks making sure the skills each student has developed and honed at school translate to their ability to work at home. We take this responsibility very seriously, knowing we're preparing our students for future learning in a wide variety of educational environments.

Vine's Design: Three Components

#1 Class Size:

At Vine, our school is designed for customized learning. The classroom set up reflects this. First, class size is a major part of our organization. We keep our class sizes very small for skills based classes, where it matters most, and we expand our class sizes for content classes. In our advertising, we explain to our families that since content and skills are taught differently, class sizes reflect that. We know that individualized instruction works. We also know it's important for students to develop the skills they need to thrive in a traditional classroom environment. Students get the benefits of both learning environments at Vine Academy:

BIGGER CLASSES FOR CONTENT—Science, history, and Spanish follow a more traditional set-up:

At Vine, our students are exposed to the benefits of larger classes (up to 18 students) for science and history. In these groups, students learn essential, real-world skills such as note-taking, studying, and active listening.

If you were to walk into one of Vine's large-group classes, what would you find? To start, you'd probably see a teacher in the midst of delivering a dynamic lecture created to hold attention and encourage student engagement. You will likely see students taking notes, offering answers to related questions, or taking assessments to measure their knowledge.

SMALL CLASSES FOR SKILLS—Literature, writing, and math are individualized:

At Vine, we firmly believe that a student should work at his or her own pace in skill-based classes, such as literature, writing, and math. Because of this, class sizes in these subjects are kept to five to eight students and learning is fully individualized. We make sure that all our students are heavily engaged in reading, writing, and math every day.

If you were to walk into one of Vine's small-group classes, what would you find? Most likely, you'd see the teacher working directly with two students. The teacher might be introducing customized math problems, discussing a novel that's being read, or actively teaching a student to revise a paragraph. You'd witness the other students in the room actively engaged in independent work that's been customized to their level of independent functioning.

#2: Mixed Age Groupings

Another key element of our classroom organization is that students are in mixed aged groupings. The age groupings contain no more than a three-year age span, but this mixing is a critical part of our design. Research strongly supports the idea that mixed-age classrooms are better for students. Not only do students out-perform peers of the same age academically, studies also show that they thrive socially. Here's why:

Competition is removed from the classroom: In mixed-age classrooms, children are more likely to cooperate than compete. This spirit makes it possible for children to see each other as individuals as opposed to competitors.

Children are not labeled according to ability: Children in same-grade classrooms may be labeled as "below grade level" or "low." As a result, these children may stop trying. Conversely, students labeled as "above grade level" or "high" may not feel challenged, also resulting in a lack of effort. Mixed-age classrooms free students to take pride in their abilities as individuals, giving them constant motivation to improve.

The pace of learning is individualized: In mixed-age classrooms, teachers tailor instruction for each student, rather than setting the instruction pace for a whole group. This is a striking difference from traditional education in which, for example, every child might turn to page 33 of the book and stay there until every child understands the concept. Our model allows students who are ready for the next challenge to advance without becoming bored; it also provides students needing extra time the opportunity to learn at their own pace without feeling rushed or pressured to move on prematurely.

Children are viewed as individuals: When classrooms contain students of varied ages, teachers concentrate on what children *can* do, rather than what they *can't* do. Teachers focus on instructing each child according to his or her own strengths. This differs from a same-grade classroom in which teachers often expect all children to be at the same place at the same time with regard to ability.

Self-esteem blossoms: Multi-age classrooms promote friendship and provide extended contact with peers of varying ages. These groups show a notable increase in self-esteem.

#3: Projected Learning:

A third critical component of our design is our projected learning class. At Vine, every student has two full periods of *project based learning* each day. This interdisciplinary class encourages in-depth and hands-on exploration of topics using relevant, real-world methods of research, preparation, and presentation. These projects encourage creative thinking, independent learning, and the development of discipline-specific skills. This is not an elective, but rather an integral part of our design. Project based learning involves projects that are part of our school curriculum. They intentionally connect to students' studies in all subjects, especially history and science.

What are the projects? Half of the projects are linked to history, writing, literature, and the arts. The other half are linked to science, math, and engineering. Examples of student projects have included building and testing toothpick bridges, various historical expositions, the construction of dioramas, science fair experiments, writing screenplays, engineering catapults, writing creative stories and fairy tale variants, and planning trips around the world... just to name a few!

Additionally, this class is designed to teach critical areas of executive functioning through the planning and execution of these projects. By taking all the projects that students do across our curriculum and concentrating them in one class, our teachers have a unique opportunity to teach executive functioning skills. Through an ongoing series of projects, teachers gradually teach each student to break down work into manageable tasks, stay focused, meet deadlines, and produce high-quality results.

RESOLUTION NO. _____

**A Resolution to Celebrate the 100th Anniversary of Illinois
Being the First State to Ratify the 19th Amendment**

WHEREAS, Illinois had long been at the forefront of the movement to provide women the right to vote;

WHEREAS, in Illinois the first women's suffrage association was established in Earlville in LaSalle County in 1855, just seven years after the first women's rights convention in Seneca Falls, New York which called for suffrage for women;

WHEREAS, the first statewide suffrage organization, the Illinois Woman Suffrage Association (IWSA), was established in 1869, becoming the Illinois Equal Suffrage Association in 1891;

WHEREAS, also in 1891, Illinois enacted a law allowing women the right to vote for elective school offices;

WHEREAS, in 1913 Illinois enacted the Presidential Suffrage Bill which gave Illinois women the right to vote in federal and municipal elections, not otherwise restricted to men under the Illinois Constitution;

WHEREAS, with the enactment of that law, Illinois became the first state east of the Mississippi River to give women such right to vote, and is credited with being a major positive influence in advancing the women's suffrage movement in the United States;

WHEREAS, on June 4, 1919, the proposed 19th Amendment to the United States Constitution was passed by the United States Congress and sent to the States for ratification;

WHEREAS, 100 years ago on June 10, 1919, Illinois became the first State to ratify the 19th Amendment (one hour prior to Wisconsin);

WHEREAS, Illinois led the way for the necessary three-fourths of the States to ratify the 19th Amendment, which became part of the Constitution on August 26, 1920;

NOW THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees that the Village of Burr Ridge declares June 10, 2019, a day to celebrate women's right to vote and the important role Illinois played in achieving that right in the United States.

ADOPTED this 28th day of May, 2019, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 28th day of May, 2019, by the Mayor of the Village of Burr Ridge.

Mayor

ATTEST:

Village Clerk

RESOLUTION NO.

**RESOLUTION SUPPORTING AND RECOMMENDING CHANGES TO STATE OF
ILLINOIS SENATE BILL 1852 REGARDING REGULATIONS FOR
ETHYLENE OXIDE**

WHEREAS, the Corporate Authorities of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, have declared that a clean and safe environment is essential to the welfare of its residents and businesses; and

WHEREAS, the Corporate Authorities of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, have determined that significant ambient concentrations of Ethylene Oxide in the environment are contrary and detrimental to a clean and safe environment;

WHEREAS, the Corporate Authorities of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, support the efforts of legislators in the Illinois General Assembly to remove significant ambient concentrations of Ethylene Oxide from the environment;

WHEREAS, the Corporate Authorities of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, have declared that the intent and passage of Senate Bill 1852 before the Illinois General Assembly is in the best interest of its residents and businesses.

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

Section 1: The legislation referred to in this resolution is attached herein as **Exhibit A.**

Section 2: That the Mayor and Board of Trustees of the Village of Burr Ridge hereby resolve to support the legislation and its intents described in **Exhibit A.**

Section 3: This Resolution shall be in full force and effect upon its adoption and approval as required by law.

ADOPTED this 28th day of May, 2019, by a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 28th day of May, 2019, by the Mayor of the Village of Burr Ridge.

Mayor

ATTEST:

Village Clerk



VILLAGE OF BURR RIDGE

MEMORANDUM

TO: Mayor Grasso and Board of Trustees

FROM: Trustee Guy Franzese, Chairperson, Environmental Quality Commission (EQC)

DATE: May 23, 2019

RE: Markup – Senate Bill 1852

The EQC has previously expressed interest in providing legislative recommendations regarding certain legislation before the Illinois General Assembly. Text that is underlined indicates language that was filed by the member of the Assembly that would be added by legislation.

SENATE BILL 1852 – REPRESENTATIVE DURKIN

AMENDMENT TO SENATE BILL 1852

AMENDMENT NO. _____. Amend Senate Bill 1852 by replacing everything after the enacting clause with the following:

"Section 1. Short Title. This Act may be referred to as the Matt Haller Act.

Section 5. The Environmental Protection Act is amended by adding Section 9.16 as follows:

(415 ILCS 5/9.16 new)

Sec. 9.16. Control of ethylene oxide sterilization sources.

(a) As used in this Section:

"Ethylene oxide sterilization operations" means the process of using ethylene oxide at an ethylene oxide sterilization source to make one or more items free from microorganisms, pathogens, or both microorganisms and pathogens.

"Ethylene oxide sterilization source" means any stationary source with ethylene oxide usage that would subject it to the emissions standards in 40 CFR 63.362.

"Ethylene oxide sterilization source" does not include beehive fumigators, research or laboratory facilities, hospitals, doctors' offices, clinics, or other stationary sources for which the primary purpose is to provide medical services to humans or animals.

"Exhaust point" means any point through which ethylene oxide-laden air exits an ethylene oxide sterilization source.

"Stationary source" has the meaning set forth in subsection 1 of Section 39.5.

(b) Beginning 180 days after the effective date of this amendatory Act of the 101st General Assembly, no person shall conduct ethylene oxide sterilization operations, unless the ethylene oxide sterilization source captures, and demonstrates that it captures, 100% of all ethylene oxide emissions and reduces ethylene oxide emissions to the atmosphere from

each exhaust point at the ethylene oxide sterilization source does not exceed a concentration of 0.09 parts per million in any single sample ~~by at least 99.9% or to 0.2 parts per million.~~

1. Within 180 days after the effective date of this amendatory Act of the 101st General Assembly for any existing ethylene oxide sterilization source, or prior to any ethylene oxide sterilization operation for any source that first becomes subject to regulation after the effective date of this amendatory Act of the 101st General Assembly as an ethylene oxide sterilization source under this Section, the owner or operator of the ethylene oxide sterilization source shall conduct an initial emissions test in accordance with all of the requirements set forth in this paragraph (1) to verify that ethylene oxide emissions to the atmosphere from each exhaust point at the ethylene oxide sterilization source have been reduced does not exceed a concentration of 0.09 parts per million in any single sample ~~by at least 99.9% or to 0.2 parts per million.~~

- A. At least 30 days prior to the scheduled emissions test date, the owner or operator of the ethylene oxide sterilization source shall submit a notification of the scheduled emissions test date and a copy of the proposed emissions test protocol to the Agency for review and written approval. Emissions test protocols submitted to the Agency shall address the manner in which testing will be conducted, including, but not limited to:

- i. the name of the independent third party company that will be performing sampling and analysis and the company's experience with similar emissions tests;
- ii. the methodologies to be used;
- iii. the conditions under which emissions tests will be performed, including a discussion of why these conditions will be representative of maximum emissions from each of the 3 cycles of operation (chamber evacuation, back vent, and aeration) and the means by which the operating parameters for the emission unit and any control equipment will be determined;
- iv. the specific determinations of emissions and operations that are intended to be made, including sampling and monitoring locations; and
- v. any changes to the test method or methods proposed to accommodate the specific circumstances of testing, with justification.

- B. The owner or operator of the ethylene oxide sterilization source shall perform emissions testing in accordance with an Agency-approved test protocol and at representative conditions to verify that ethylene oxide emissions to the atmosphere from each exhaust point at the ethylene oxide sterilization source does not exceed 0.09 parts per million in any single sample ~~have been reduced by at least 99.9% or to 0.2 parts per million.~~ The duration of the test must incorporate all 3 cycles of operation for determination of the emission reduction efficiency.

- C. Upon Agency approval of the test protocol, any source that first becomes subject to regulation after the effective date of this amendatory Act of the 101st General Assembly as an ethylene oxide sterilization source under

Commented [EW1]: Please see comment #1 in the attached cover letter for a more detailed explanation regarding this and other corresponding sections.

Commented [EW2]: This value appears five times in the bill and is proposed for amendment in all cases.

this Section may undertake ethylene oxide sterilization operations in accordance with the Agency-approved test protocol for the sole purpose of demonstrating compliance with this subsection (b).

- D. The owner or operator of the ethylene oxide sterilization source shall submit to the Agency the results of any and all emissions testing conducted after the effective date of this amendatory Act of the 101st General Assembly, until the Agency accepts testing results under subparagraph (E) of paragraph (1) of this subsection (b), for any existing source or prior to any ethylene oxide sterilization operation for any source that first becomes subject to regulation after the effective date of this amendatory Act of the 101st General Assembly as an ethylene oxide sterilization source under this Section. The results documentation shall include at a minimum:
- i. a summary of results;
 - ii. a description of test method or methods, including description of sample points, sampling train, analysis equipment, and test schedule;
 - iii. a detailed description of test conditions, including process information and control equipment information; and
 - iv. data and calculations, including copies of all raw data sheets, opacity observation records and records of laboratory analyses, sample calculations, and equipment calibration.
- E. Within 30 days of receipt, the Agency shall accept, accept with conditions, or decline to accept a stack testing protocol and the testing results submitted to demonstrate compliance with paragraph (1) of this subsection (b). If the Agency accepts with conditions or declines to accept the results submitted, the owner or operator of the ethylene oxide sterilization source shall submit revised results of the emissions testing or conduct emissions testing again. If the owner or operator revises the results, the revised results shall be submitted within 15 days after the owner or operator of the ethylene oxide sterilization source receives written notice of the Agency's conditional acceptance or rejection of the emissions testing results. If the owner or operator conducts emissions testing again, such new emissions testing shall conform to the requirements of this subsection (b).
2. The owner or operator of the ethylene oxide sterilization source shall conduct emissions testing on all exhaust points at the ethylene oxide sterilization source at least once each calendar year to demonstrate compliance with the requirements of this Section and any applicable requirements concerning ethylene oxide that are set forth in either United States Environmental Protection Agency rules or Board rules. Annual emissions tests required under this paragraph (2) shall take place at least 6 months apart. An initial emissions test conducted under paragraph (1) of this subsection (b) satisfies the testing requirement of this paragraph (2) for the calendar year in which the initial emissions test is conducted.
3. At least 30 days before conducting the annual emissions test required under paragraph (2) of this subsection (b), the owner or operator shall submit a notification of the scheduled emissions test date and a copy of the proposed emissions test protocol to the Agency for review and written approval. Emissions

test protocols submitted to the Agency under this paragraph (3) must address each item listed in subparagraph (A) of paragraph (1) of this subsection (b). Emissions testing shall be performed in accordance with an Agency-approved test protocol and at representative conditions. In addition, as soon as practicable, but no later than 30 days after the emissions test date, the owner or operator shall submit to the Agency the results of the emissions testing required under paragraph (2) of this subsection (b). Such results must include each item listed in subparagraph (D) of paragraph (1) of this subsection (b).

4. If the owner or operator of an ethylene oxide sterilization source conducts any emissions testing in addition to tests required by this amendatory Act of the 101st General Assembly, the owner or operator shall submit to the Agency the results of such emissions testing within 30 days after the emissions test date.
 5. The Agency shall accept, accept with conditions, or decline to accept testing results submitted to demonstrate compliance with paragraph (2) of this subsection (b). If the Agency accepts with conditions or declines to accept the results submitted, the owner or operator of the ethylene oxide sterilization source shall submit revised results of the emissions testing or conduct emissions testing again. If the owner or operator revises the results, the revised results shall be submitted within 15 days after the owner or operator of the ethylene oxide sterilization source receives written notice of the Agency's conditional acceptance or rejection of the emissions testing results. If the owner or operator conducts emissions testing again, such new emissions testing shall conform to the requirements of this subsection (b).
- (c) If any emissions test conducted more than 180 days after the effective date of this amendatory Act of the 101st General Assembly fails to demonstrate that ethylene oxide emissions to the atmosphere from each exhaust point at the ethylene oxide sterilization ~~does not exceed a concentration of 0.09 parts per million in any single sample-source have been reduced by at least 99.9% or to 0.2 parts per million~~, the owner or operator of the ethylene oxide sterilization source shall immediately cease ethylene oxide sterilization operations and notify the Agency within 24 hours of becoming aware of the failed emissions test. Within 60 days after the date of the test, the owner or operator of the ethylene oxide sterilization source shall:
1. complete an analysis to determine the root cause of the failed emissions test;
 2. take any actions necessary to address that root cause;
 3. submit a report to the Agency describing the findings of the root cause analysis, any work undertaken to address findings of the root cause analysis, and identifying any feasible best management practices to enhance capture and further reduce ethylene oxide levels within the ethylene oxide sterilization source, including a schedule for implementing such practices; and
 4. upon approval by the Agency of the report required by paragraph (3) of this subsection, restart ethylene oxide sterilization operations only to the extent necessary to conduct additional emissions test or tests. The ethylene oxide sterilization source shall conduct such emissions test or tests under the same requirements as the annual test described in paragraphs (2) and (3) of subsection (b). The ethylene oxide sterilization source may restart operations once an emissions test successfully demonstrates that ethylene oxide emissions to the atmosphere from each exhaust point at the ethylene oxide sterilization source ~~does not exceed a concentration of 0.09 parts per million in any single sample-have been reduced by at least 99.9% or to 0.2 parts per million~~, the source has submitted the

results of all emissions testing conducted under this subsection to the Agency, and the Agency has approved the results demonstrating compliance.

- (d) Beginning 180 days after the effective date of this amendatory Act of the 101st General Assembly for any existing source or prior to any ethylene oxide sterilization operation for any source that first becomes subject to regulation after the effective date of this amendatory Act of the 101st General Assembly as an ethylene oxide sterilization source under this Section, no person shall conduct ethylene oxide sterilization operations unless the owner or operator of the ethylene oxide sterilization source submits for review and approval by the Agency a plan describing how the owner or operator will continuously collect emissions information at the ethylene oxide sterilization source. This plan must also specify locations at the ethylene oxide sterilization source from which emissions will be collected and identify equipment used for collection and analysis, including the individual system components.
1. The owner or operator of the ethylene oxide sterilization source must provide a notice of acceptance of any conditions added by the Agency to the plan, or correct any deficiencies identified by the Agency in the plan, within 3 business days after receiving the Agency's conditional acceptance or denial of the plan.
 2. Upon the Agency's approval of the plan, the owner or operator of the ethylene oxide sterilization source shall implement the plan in accordance with its approved terms.
- (e) Beginning 180 days after the effective date of this amendatory Act of the 101st General Assembly for any existing source or prior to any ethylene oxide sterilization operation for any source that first becomes subject to regulation after the effective date of this amendatory Act of the 101st General Assembly as an ethylene oxide sterilization source under this Section, no person shall conduct ethylene oxide sterilization operations unless the owner or operator of the ethylene oxide sterilization source submits for review and approval by the Agency an Ambient Air Monitoring Plan.
1. The Ambient Air Monitoring Plan shall include, at a minimum, the following:
 - A. Detailed plans to collect and analyze air samples for ethylene oxide on at least a quarterly basis near the property boundaries of the ethylene oxide sterilization source and at community locations with the highest modeled impact pursuant to the modeling conducted under subsection (f). Each quarterly sampling under this subsection shall be conducted over a multiple-day sampling period.
 - B. A schedule for implementation.
 - C. The name of the independent third party company that will be performing sampling and analysis and the company's experience with similar testing.
 2. The owner or operator of the ethylene oxide sterilization source must provide a notice of acceptance of any conditions added by the Agency to the Ambient Air Monitoring Plan, ~~or~~ and correct any deficiencies identified by the Agency in the Ambient Air Monitoring Plan, within 3 business days after receiving the Agency's conditional acceptance or denial of the plan.
 3. Upon the Agency's approval of the plan, the owner or operator of the ethylene oxide sterilization source shall implement the Ambient Air Monitoring Plan in accordance with its approved terms.
- (f) Beginning 180 days after the effective date of this amendatory Act of the 101st General Assembly for any existing source or prior to any ethylene oxide sterilization operation for any source that first becomes subject to regulation after the effective date of this amendatory Act of the 101st General Assembly as an ethylene oxide sterilization source

Commented [EW3]: Please see comment #2 in the attached cover letter related to this section for additional information.

under this Section, no person shall conduct ethylene oxide sterilization operations unless the owner or operator of the ethylene oxide sterilization source has performed dispersion modeling and the Agency approves such modeling.

1. Dispersion modeling must:

1. be conducted using accepted United States Environmental Protection Agency methodologies, including 40 CFR Part 51, Appendix W, except that no background ambient levels of ethylene oxide shall be used;
2. use emissions and stack parameter data from the emissions test conducted in accordance with paragraph (1) of subsection (b), and use 5 years of hourly meteorological data that is representative of the source's location; and
3. use a receptor grid that extends to at least one kilometer around the source and ensure the modeling domain includes the area of maximum impact, with receptor spacing no greater than every 50 meters starting from the building walls of the source extending out to a distance of at least one-half kilometer, then every 100 meters extending out to a distance of at least one kilometer.

2. The owner or operator of the ethylene oxide sterilization source shall submit revised results of all modeling if the Agency accepts with conditions or declines to accept the results submitted.

(g) A facility permitted to emit ethylene oxide that has been subject to a seal order under Section 34 is prohibited from using ethylene oxide for sterilization or fumigation purposes, unless (i) the facility can provide a certification to the Agency by the supplier of a product to be sterilized or fumigated that ethylene oxide sterilization or fumigation is the only available method to completely sterilize or fumigate the product and (ii) the Agency has certified that the facility's emission control system uses technology that produces the greatest reduction in ethylene oxide emissions currently available. The certification shall be made by ~~a company representative with knowledge of the sterilization requirements of the product~~ the Agency and other government agencies with jurisdiction in this process. The certification requirements of this Section shall apply to any group of products packaged together and sterilized as a single product if sterilization or fumigation is the only available method to completely sterilize or fumigate more than half of the individual products contained in the package. A facility is not subject to the requirements of this subsection if the supporting findings of the seal order under Section 34 are found to be without merit by a court of competent jurisdiction.

(h) If an entity, or any parent or subsidiary of an entity, that owns or operates a facility permitted by the Agency to emit ethylene oxide acquires by purchase, license, or any other method of acquisition any intellectual property right in a sterilization technology that does not involve the use of ethylene oxide, or by purchase, merger, or any other method of acquisition of any entity that holds an intellectual property right in a sterilization technology that does not involve the use of ethylene oxide, that entity, parent, or subsidiary shall notify the Agency of the acquisition within 30 days of acquiring it. If that entity, parent, or subsidiary has not used the sterilization technology within 3 years of its acquisition, the entity shall notify the Agency within 30 days of the 3-year period elapsing. An entity, or any parent or subsidiary of an entity, that owns or operates a facility permitted by the Agency to emit ethylene oxide that has any intellectual property right in any sterilization technology that does not involve the use of Ethylene oxide shall notify the Agency of any offers that it makes to license or otherwise allow the technology to be used

Commented [EW4]: Please see comment #3 in the attached cover letter related to this section for additional information.

Commented [EW5]: The Environmental Quality Commission is strongly opposed to permitting industry representatives from making this certification.

by third parties within 30 days of making the offer. An entity, or any parent or subsidiary of an entity, that owns or operates a facility permitted by the Agency to emit ethylene oxide shall provide the Agency with a list of all U.S. patent registrations for sterilization technology that the entity, parent, or subsidiary has any property right in. The list shall include the following:

1. The patent number assigned by the United States Patent and Trademark Office for each patent.
 2. The date each patent was filed.
 3. The names and addresses of all owners or assignees of each patent.
 4. The names and addresses of all inventors of each patent.
- (i) If a CAAPP permit applicant applies to use ethylene oxide as a sterilant or fumigant at a facility not in existence prior to January 1, 2020, the Agency shall issue a CAAPP permit for emission of ethylene oxide only if:
1. the nearest school or park is at least 10 miles from the permit applicant in counties with populations greater than 50,000;
 2. the nearest school or park is at least 15 miles from the permit applicant in counties with populations less than or equal to 50,000; and
 3. within 7 days after the application for a CAAPP permit, the permit applicant has published its permit request on its website, published notice in a local newspaper of general circulation, and provided notice to:
 - A. the State Representative for the representative district in which the facility is located;
 - B. the State Senator for the legislative district in which the facility is located;
 - C. the members of the county board for the county in which the facility is located; and
 - D. the local municipal board members and executives.
- (j) The owner or operator of an ethylene oxide sterilization source must apply for and obtain a construction permit from the Agency for any modifications made to the source to comply with the requirements of this amendatory Act of the 101st General Assembly, including, but not limited to, installation of a permanent total enclosure, modification of airflow to create negative pressure within the source, and addition of one or more control devices. Additionally, the owner or operator of the ethylene oxide sterilization source must apply for and obtain from the Agency a modification of the source's operating permit to incorporate such modifications made to the source. Both the construction permit and operating permit must include a limit on ethylene oxide usage at the source.
- (k) Nothing in this Section shall be interpreted to excuse the ethylene oxide sterilization source from complying with any applicable local requirements.
- (l) The owner or operator of an ethylene oxide sterilization source must notify the Agency within 5 days after discovering any deviation from any of the requirements in this Section or deviations from any applicable requirements concerning ethylene oxide that are set forth in this Act, United States Environmental Protection Agency rules, or Board rules. As soon as practicable, but no later than 5 business days, after the Agency receives such notification, the Agency must post a notice on its website and notify the members of the General Assembly from the Legislative and Representative Districts in which the source in question is located, the county board members of the county in which the source in question is located, the corporate authorities of the municipality in which the source in question is located, and the Illinois Department of Public Health.

Commented [EW6]: Please see comment #4 in the attached cover letter related to this section for additional information.

- (m) The Agency must conduct at least one unannounced inspection of all ethylene oxide sterilization sources subject to this Section per year. Nothing in this Section shall limit the Agency's authority under other provisions of this Act to conduct inspections of ethylene oxide sterilization sources.
- (n) The Agency shall conduct air testing to determine the ambient levels of ethylene oxide throughout the State. The Agency shall, within 180 days after the effective date of this amendatory Act of the 101st General Assembly, submit rules for ambient air testing of ethylene oxide to the Board.

Section 99. Effective date. This Act takes effect upon becoming law."

RESOLUTION NO.
A Resolution Approving a Membership Agreement with the
Lower Des Plaines Watershed Group and
Petition the Illinois Pollution Control Board for a
Time-Limited Water Quality Standard for Chlorides

WHEREAS, the Illinois Pollution Control Board established a statewide chloride water quality standard pursuant Section 303 of the federal Clean Water Act (CWA), 33 USC §1251(a)(2), with criteria to restore and maintain the chemical, physical, and biological integrity of the Lower Des Plaines River (LDPR) and portions of the Chicago Area Waterway System (CAWS), which standard is 500 mg/l; and

WHEREAS, the United States Environmental Protection Agency allows for variances from a water quality standard for a limited period of time, also known as a Time-Limited Water Quality Standard (TLWQS), if a State can prove, among other things, that attaining the designated use and criterion are not feasible throughout the term of the variance; and

WHEREAS, 49 Petitioners are seeking a watershed TLWQS for chlorides from the Illinois Pollution Control Board, said Petition arguing that the current inability to meet the standard is driven by road salting and de-icing, the reduction or cessation of which would create an unacceptable increase in risk to public safety; and

WHEREAS, Illinois Environmental Protection Agency (IEPA) will permit relief from the chloride water quality standard to Petitioners with a condition of participation in a watershed group; and

WHEREAS, the Lower Des Plaines Watershed Group (hereinafter "LDWG") is a non-profit organization consisting of local communities, the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC), and environmental organizations, with a focus on improving the health of the Lower Des Plaines River and its tributaries; and

WHEREAS, LDWG is implementing a long-term, comprehensive monitoring program that will assess the current conditions of the Lower Des Plaines River watershed and identify the most important stressors to aquatic life; and

WHEREAS, the IEPA believes that participation from as many dischargers as possible is necessary for this process to have a meaningful chloride reduction in the waterbodies included in the TLWQS; and

WHEREAS, in addition to the required monitoring activities necessary to meet the TLWQS, the LDWG will provide a variety of public education and involvement materials, events, and trainings to further assist member agencies;

WHEREAS, it is in the best interest of the Village of Burr Ridge its residents, and its businesses, that an agreement be entered into with the Lower Des Plaines Watershed Group for the purposes of becoming a Petitioner in said TLWQS, which initial fee to join is \$6,878, and which fee was included in the FY 2019-20 Stormwater Management Fund budget,

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

Section 1: That an agreement be entered into between the Village of Burr Ridge and the Lower Des Plaines Watershed Group, attached hereto as **EXHIBIT A**, and petition made for the Time-Limited Water Quality Standard (TLWQS) from the Illinois Pollution Control Board.

Section 2: That this Resolution shall be in full force and effect from and after its adoption and approval as required by law.

ADOPTED this 28th day of May, 2019, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

AYES:

NAYS:

ABSENT: 0 - None

APPROVED this 28th day of May, 2019, by the Mayor of the Village of Burr Ridge.

Mayor

ATTEST:

Village Clerk

Executive Board
President, Allison Swisher, City of Joliet
Vice President, Mark Siefert, City of Crest Hill
Secretary/Treasurer, Keith McKeen,
Village of New Lenox



Members At Large
Ed Dolezal, Village of Channahon
Pete Grossi, City of Lockport
Jennifer Wasik, MWRDGC

March 1, 2019

The Lower Des Plaines Watershed Group (LDWG) is a non-profit organization focused on improving the health of the Lower Des Plaines River and its tributaries. To achieve this LDWG is implementing a long-term, comprehensive monitoring program that will assess the current conditions of the watershed and identify the most important stressors to aquatic life.

This data-driven approach will allow us to make well-informed management decisions and identify the most cost-effective way to improve local water quality. This data collection effort will also assist member agencies meet in-stream monitoring requirements for both wastewater and stormwater NPDES permits. In addition to the monitoring activities, LDWG will provide a variety of public education and involvement materials, events, and trainings to further assist member agencies meet MS4 and Chloride Time-Limited Water Quality Standard petition requirements. Membership classification is described below.

Agency Member: Any agency holding an NPDES permit for a discharge from a wastewater treatment plant or from a municipal separate storm sewer system (MS4) into the Lower Des Plaines River or its tributaries. Agency Membership dues are calculated based on design average flow of treatment plant discharge in million gallons/day (MDG) and/or acres within the watershed boundary. In addition, all Agency Members are assessed a \$200 administration fee and \$800 per-permit monitoring fee.

Associate Member: Any agency, organization or company interested in the mission and objectives of LDWG that is not eligible for membership as an Agency Member. Several types of Associate Memberships are available:

| | |
|---------------------------------|---|
| Industrial NPDES Permit Holders | \$2,500 |
| Townships | \$1,000 |
| All Other Organizations | \$500 |
| Municipal Non-Permitted | Membership dues are calculated based on 1/3 of a municipality's total acreage within the watershed boundary at \$1.00 per acre plus the \$200 administration fee. |

FY2019-2020 (March 1, 2019 – February 28, 2020) Membership Dues: Membership dues are provided on the back of this page for MS4 and wastewater permittees. New agency members are assessed a on-time start-up fee equal to 25% of their regular annual dues amount. Please fill out a membership application and staff will provide a dues invoice and W-9.

We are happy to meet, in-person or by phone, to discuss membership benefits with staff and or elected officials. Please contact Jennifer Hammer, Director of Watershed Programs, at 630-428-4500 x114 or jhammer@theconservationfoundation.org with questions.

Executive Board
President, Allison Swisher, City of Joliet
Vice President, Mark Siefert, City of Crest Hill
Secretary/Treasurer, Keith McKeen,
Village of New Lenox



Members At Large
Ed Dolezal, Village of Channahon
Pete Grossi, City of Lockport
Jennifer Wasik, MWRDGC

LDWG

The Lower Des Plaines Watershed Group (LDWG) is a non-profit organization formed by municipal stakeholders to cost effectively improve the health of the Lower Des Plaines River and its tributaries and to assist member agencies meet current and future NPDES permit requirements. Participation in LDWG is voluntary and our programs and services are prioritized and supported by dues-paying members.

GOALS

We provide local coordination to develop and implement a long-term, comprehensive monitoring program to assess current stream conditions in the watershed and identify the biggest stressors to aquatic life. LDWG collectively represents member interests in discussions with the regulatory community and environmental advocacy groups.

JOIN

Agency Members include any agency holding an NPDES permit for a discharge from a wastewater treatment plant or from a municipal separate storm sewer system (MS4) into the Lower Des Plaines River or its tributaries (see watershed boundary). Associate Members include any agency, organization or company interested in the mission and objectives of LDWG that is not eligible for membership as an Agency Member.

ROI

Our data-driven approach will enable us to make informed management decisions and identify the most cost-effective ways to improve local water quality. The monitoring program also meets in-stream monitoring requirements for both wastewater and stormwater NPDES permits. Watershed scale participation to implement programs increases cost savings for members.

We can do more together.

Visit lowerdesplainswatershed.org or contact us for more information:

Jennifer Hammer—Watershed Manager

jhammer@theconservationfoundation.org or 630-428-4500 X114

Lower Des Plaines Watershed Group • 10S404 Knoch Knolls Road • Naperville, IL 60565



LOWER DES PLAINES WATERSHED GROUP



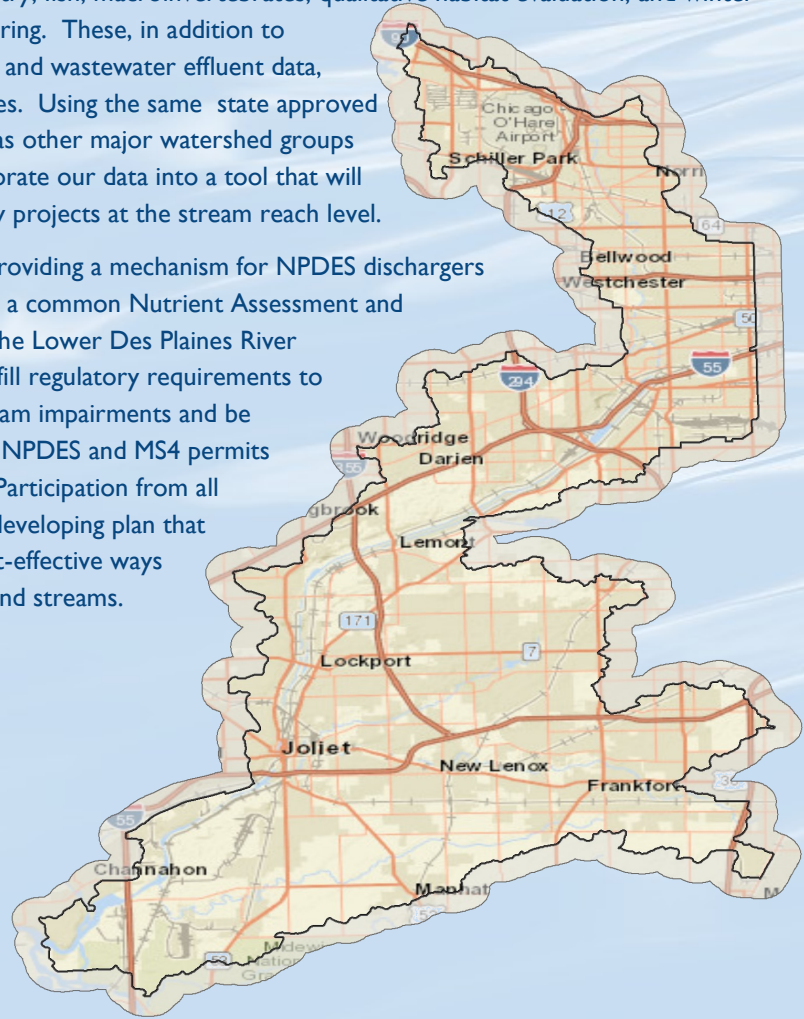
Environmental Outcome—Improved Aquatic Life

Our approach to improve local rivers and streams begins with identifying the biggest stressors to aquatic life. That's why we've developed a comprehensive monitoring program that includes water column and sediment chemistry, fish, macroinvertebrates, qualitative habitat evaluation, and winter chloride/conductivity monitoring. These, in addition to continuous dissolved oxygen and wastewater effluent data, are all included in our analyses. Using the same state approved data collection and analyses as other major watershed groups in the region, we will incorporate our data into a tool that will identify and rank restorability projects at the stream reach level.

Additionally, the LDWG is providing a mechanism for NPDES dischargers to work together to develop a common Nutrient Assessment and Reduction Plan (NARP) for the Lower Des Plaines River Watershed. This plan will fulfill regulatory requirements to address nutrient-related stream impairments and be implemented through future NPDES and MS4 permits throughout the watershed. Participation from all permit holders is critical to developing plan that identifies meaningful and cost-effective ways to improve our local rivers and streams.

Watershed Facts:

- 1.5 million people
- 491 square miles of drainage
- 308 miles of stream
- 15 sub-watersheds
- 77 communities
- 3 counties
- 24 WWTP
- 85 Industrial Dischargers



Members

Village of Channahon, City of Crest Hill, Village of Elwood, ExxonMobil, Village of Frankfort, Forest Preserves of Cook County, Village of Hinsdale, Illinois American Water, City of Joliet, City of Lockport, Village of Manhattan, Metropolitan Water Reclamation District of Greater Chicago, Village of New Lenox, New Lenox Township, Village of Romeoville, Village of Western Springs, Village of Westmont, Will County

Wastewater NPDES Permit Requirements:

Common permit language related to NARP (Nutrient Assessment and Reduction Plan)

Watershed scale collaboration for permit discussions with the regulatory and environmental advocacy groups

Regional collaboration for additional resources and tools

Watershed scale in-stream monitoring program

Watershed scale point-source nutrient planning

ILR-40 (MS4) NPDES Permit Requirements:

Materials, events and trainings related to:

- ✓ Public Education & Outreach
- ✓ Public Involvement & Participation;
- ✓ Pollution Prevention/ Good Housekeeping

Watershed scale in-stream monitoring program

Winter chloride/conductivity monitoring

Watershed scale nonpoint source nutrient planning

Chloride Time-Limited Water Quality Standard Requirements

The LDWG will provide assistance to variance petitioners to meet requirements including:

- ✓ Development of Pollutant Minimization Plans
- ✓ Training materials and opportunities
- ✓ Outreach materials
- ✓ Annual Reporting



LOWER DES PLAINES WATERSHED GROUP

lowerdesplainswatershed.org



Membership Application

Agency Name: _____

Address: _____

City, Zip: _____

Phone Number: _____

Chief Executive Officer Name: _____

County: _____

Website: _____

Fax Number: _____

Title: _____

If your Agency operates a wastewater treatment facility, please provide the following information for each facility:

NPDES Permit Number: _____

Facility Discharges to: _____

Design Average Flow: _____

Expiration Date: _____

NPDES Permit Number: _____

Facility Discharges to: _____

Design Average Flow: _____

Expiration Date: _____

NPDES Permit Number: _____

Facility Discharges to: _____

Design Average Flow: _____

Expiration Date: _____

NPDES Permit Number: _____

Facility Discharges to: _____

Design Average Flow: _____

Expiration Date: _____

If your agency has an Industrial NPDES permit, please provide the following information:

NPDES Permit Number: _____

Facility Discharges to: _____

Expiration Date: _____

NPDES Permit Number: _____

Facility Discharges to: _____

Expiration Date: _____

Agency Contacts for Trainings & Outreach:

Public Works Director: _____

WWTP Superintendent: _____

Roads/Deicing Supervisor: _____

MS4 Coordinator/Contact: _____

Community Relations: _____

Email: _____

Email: _____

Email: _____

Email: _____

Email: _____

The Designated Representative is authorized to vote on the agency's behalf; the Alternate Representative is authorized in the absence of the Designated Representative.

DESIGNATED REPRESENTATIVE:

Name: _____

Title: _____

Direct Line: _____

Email Address: _____

ALTERNATE REPRESENTATIVE:

Name: _____

Title: _____

Direct Line: _____

Email Address: _____

Signature _____

Title _____

Date _____

Please complete this Membership Application and return it along with a check made payable to the Lower Des Plaines Watershed Group. Contact Jennifer Hammer, Watershed Manager, jhammer@theconservationfoundation.org or 630-428-4500 x114 with questions.

LOWER DES PLAINES WATERSHED GROUP

| Prospective Member FY2019-20 Dues Schedule | | | | | | | | |
|--|--------|---------------|------------------------|--------------|-----------|--------------|---------------------|-------------------------|
| Agency | Acres | \$1/Acre Rate | Design Avg. Flow (MGD) | \$2,336/ MGD | Admin Fee | Sampling Fee | OneTime Startup Fee | New Agency Member Total |
| Arlington Heights | 450 | \$ 450 | | | \$ 200 | \$ 800 | \$ 363 | \$ 1,813 |
| Bedford Park | 3,918 | \$ 3,918 | | | \$ 200 | \$ 800 | \$ 1,230 | \$ 6,148 |
| Bensenville | 2,169 | \$ 2,169 | | | \$ 200 | \$ 800 | \$ 792 | \$ 3,961 |
| Berwyn | 2,496 | \$ 2,496 | | | \$ 200 | \$ 800 | \$ 874 | \$ 4,370 |
| Bolingbrook | 553 | \$ 553 | | | \$ 200 | \$ 800 | \$ 388 | \$ 1,941 |
| Bridgeview | 1,159 | \$ 1,159 | | | \$ 200 | \$ 800 | \$ 540 | \$ 2,699 |
| Broadview | 303 | \$ 303 | | | \$ 200 | \$ 800 | \$ 326 | \$ 1,629 |
| Brookfield | 321 | \$ 321 | | | \$ 200 | \$ 800 | \$ 330 | \$ 1,651 |
| Burr Ridge | 4,502 | \$ 4,502 | | | \$ 200 | \$ 800 | \$ 1,376 | \$ 6,878 |
| Chicago | 18,078 | \$ 18,078 | | | \$ 200 | \$ 800 | \$ 4,770 | \$ 23,848 |
| Cicero | 3,750 | \$ 3,750 | | | \$ 200 | \$ 800 | \$ 1,188 | \$ 5,938 |
| Clarendon Hills | 721 | \$ 721 | | | \$ 200 | \$ 800 | \$ 430 | \$ 2,151 |
| Countryside | 1,832 | \$ 1,832 | | | \$ 200 | \$ 800 | \$ 708 | \$ 3,540 |
| Country Club Hills | 294 | \$ 294 | | | \$ 200 | \$ 800 | \$ 324 | \$ 1,618 |
| Darien | 3,774 | \$ 3,774 | | | \$ 200 | \$ 800 | \$ 1,194 | \$ 5,968 |
| Des Plaines | 1,206 | \$ 1,206 | | | \$ 200 | \$ 800 | \$ 552 | \$ 2,758 |
| Downers Grove | 217 | \$ 217 | | | \$ 200 | \$ 800 | \$ 304 | \$ 1,521 |
| DuPage County | 2,796 | \$ 2,796 | 10 | \$ 23,360 | \$ 200 | \$ 800 | \$ 6,789 | \$ 33,945 |
| Elk Grove Village | 3,803 | \$ 3,803 | | | \$ 200 | \$ 800 | \$ 1,201 | \$ 6,004 |
| Elmwood Park | 1,217 | \$ 1,217 | | | \$ 200 | \$ 800 | \$ 554 | \$ 2,771 |
| Flagg Creek WRCD | | | 12 | \$ 28,032 | \$ 200 | \$ 800 | \$ 7,258 | \$ 36,290 |
| Forest Park | 1,547 | \$ 1,547 | | | \$ 200 | \$ 800 | \$ 637 | \$ 3,184 |
| Forest View | 767 | \$ 767 | | | \$ 200 | \$ 800 | \$ 442 | \$ 2,209 |
| Franklin Park | 3,004 | \$ 3,004 | | | \$ 200 | \$ 800 | \$ 1,001 | \$ 5,005 |
| Hickory Hills | 770 | \$ 770 | | | \$ 200 | \$ 800 | \$ 443 | \$ 2,213 |
| Hodgkins | 1,644 | \$ 1,644 | | | \$ 200 | \$ 800 | \$ 661 | \$ 3,305 |
| Homer Glen (1/3) | 4,587 | \$ 4,587 | | | \$ 200 | \$ - | \$ 1,197 | \$ 5,984 |
| Indian Head Park | 615 | \$ 615 | | | \$ 200 | \$ 800 | \$ 404 | \$ 2,019 |
| Justice | 1,803 | \$ 1,803 | | | \$ 200 | \$ 800 | \$ 701 | \$ 3,504 |
| LaGrange | 547 | \$ 547 | | | \$ 200 | \$ 800 | \$ 387 | \$ 1,934 |
| Lemont | 4,556 | \$ 4,556 | | | \$ 200 | \$ 800 | \$ 1,389 | \$ 6,945 |
| Lyons | 1,280 | \$ 1,280 | | | \$ 200 | \$ 800 | \$ 570 | \$ 2,850 |
| Matteson | 692 | \$ 692 | | | \$ 200 | \$ 800 | \$ 423 | \$ 2,115 |
| Maywood | 1,706 | \$ 1,706 | | | \$ 200 | \$ 800 | \$ 677 | \$ 3,383 |
| McCook | 1,714 | \$ 1,714 | | | \$ 200 | \$ 800 | \$ 679 | \$ 3,393 |
| Melrose Park | 1,669 | \$ 1,669 | | | \$ 200 | \$ 800 | \$ 667 | \$ 3,336 |
| Mount Prospect | 379 | \$ 379 | | | \$ 200 | \$ 800 | \$ 345 | \$ 1,724 |
| Norridge | 773 | \$ 773 | | | \$ 200 | \$ 800 | \$ 443 | \$ 2,216 |
| Northlake | 232 | \$ 232 | | | \$ 200 | \$ 800 | \$ 308 | \$ 1,540 |
| North Riverside | 821 | \$ 821 | | | \$ 200 | \$ 800 | \$ 455 | \$ 2,276 |
| Orland Park | 9,754 | \$ 9,754 | | | \$ 200 | \$ 800 | \$ 2,689 | \$ 13,443 |
| Oak Park | 2,905 | \$ 2,905 | | | \$ 200 | \$ 800 | \$ 976 | \$ 4,881 |
| Palos Park | 380 | \$ 380 | | | \$ 200 | \$ 800 | \$ 345 | \$ 1,725 |
| Park Ridge | 613 | \$ 613 | | | \$ 200 | \$ 800 | \$ 403 | \$ 2,016 |
| Richton Park | 734 | \$ 734 | | | \$ 200 | \$ 800 | \$ 434 | \$ 2,168 |
| River Forest | 1,587 | \$ 1,587 | | | \$ 200 | \$ 800 | \$ 647 | \$ 3,234 |
| River Grove | 1,537 | \$ 1,537 | | | \$ 200 | \$ 800 | \$ 634 | \$ 3,171 |
| Riverside | 1,296 | \$ 1,296 | | | \$ 200 | \$ 800 | \$ 574 | \$ 2,870 |
| Rosemont | 1,061 | \$ 1,061 | | | \$ 200 | \$ 800 | \$ 515 | \$ 2,576 |
| Schiller Park | 1,768 | \$ 1,768 | | | \$ 200 | \$ 800 | \$ 692 | \$ 3,460 |
| Stickney | 1,277 | \$ 1,277 | | | \$ 200 | \$ 800 | \$ 569 | \$ 2,846 |
| Summit | 1,455 | \$ 1,455 | | | \$ 200 | \$ 800 | \$ 614 | \$ 3,069 |
| Tinley Park | 5,188 | \$ 5,188 | | | \$ 200 | \$ 800 | \$ 1,547 | \$ 7,735 |
| University Park | 1,112 | \$ 1,112 | | | \$ 200 | \$ 800 | \$ 528 | \$ 2,640 |
| Willow Springs | 2,558 | \$ 2,558 | | | \$ 200 | \$ 800 | \$ 890 | \$ 4,448 |
| Willowbrook | 1,666 | \$ 1,666 | | | \$ 200 | \$ 800 | \$ 667 | \$ 3,333 |
| Wood Dale | 1,086 | \$ 1,086 | | | \$ 200 | \$ 800 | \$ 522 | \$ 2,608 |
| Woodridge | 1,743 | \$ 1,743 | | | \$ 200 | \$ 800 | \$ 686 | \$ 3,429 |
| Municipal Non-Permitted Stakeholders: Please contact Jennifer Hammer to calculate your 2019-2020 dues based to 1/3 of your total watershed acreage. | | | | | | | | |

Open House -DRAFT

May 29, 2019, 2:00 PM – 5:00 PM

Chicago Marriott Southwest at Burr Ridge

1200 Burr Ridge Parkway, Burr Ridge, IL 60527

Gallery 1/2/3/4/

| Speaker | Organization | Topic Area |
|---|--|---|
| Kelly Rimer Darcie Smith | US Environmental Protection Agency (USEPA) | PPA's Risk Assessment of Sterigenics Facility: National Air Toxics Assessment (NATA) - Risk assessor(s) with the U.S. EPA's Office of Air and Radiation will be on hand to discuss the results of the risk assessment conducted for the Sterigenics facility in Willowbrook, IL. |
| Michelle Colledge Mark Johnson | Agency for Toxic Substances and Disease Registry (ATSDR) | Public Health & EtO |
| Dr. Tiefu Shen Kyle Garner | Illinois Department of Public Health (IDPH) | IDPH Cancer Study - Dr. Tiefu Shen is the Chief of the Division of Epidemiological Studies and Mr. Kyle Garner is a cancer epidemiologist, both within the Illinois Department of Public Health. Together Dr. Shen and Mr. Garner represent 32 years of experience and knowledge working with the Illinois State Cancer Registry, the only source for high quality, population-based cancer incidence information in Illinois. |
| Emily Szwiec Dr. Aditi Vyas Dr. Susan Buchanan | Region 5 Pediatric Environmental Health Specialty Unit / Great Lakes Center for Children's Environmental Health Chicago Chapter of Physicians for Social Responsibility | Pediatric Health Issues - The PEHSU will provide expertise on the health effects of EtO and other environmental exposures. We will also provide resources for people on environmental health concerns in their community. http://publichealth.uic.edu/great-lakes/childrens-health |
| Lew Weinstock Ned Shappley Michael Compher Jackie Nwia | USEPA USEPA USEPA Region 5 USEPA Region 5 | Source Measurement and Ambient Monitoring - This table will be staffed by EPA personnel who have worked on both the source testing of the Sterigenics facilities as well as the ambient monitoring study that was conducted between November 2018 and March 2019. |
| Jan Cortelyou-Lee Kristen Bremer | USEPA USEPA | Got Questions? – Submit questions for the public meeting. |
| Laura Mckelvey Sara Terry Katie Siegel | USEPA USEPA USEPA Region 5 | Let's Talk – Open Discussion |

| | | |
|--|---|--|
| Holly Wilson Alexis Cain Margaret Sieffert | USEPA USEPA Region 5 US EPA Region 5 | Outreach and Information - Resource Materials (Facts sheets, Websites, Handouts, CAA, Timelines etc.) Sign up for email notifications on future engagement opportunities (i.e.- webinars, monitoring data, regulatory updates, etc.) General knowledge of air toxics, EtO, Sterigenics, monitoring. |
| Brad Frost Matt Dunn | Illinois EPA Illinois Attorney General | State Environmental and Regulatory |
| Community Tables | | |
| Neringa Zymancius Margie Donnell | Stop Sterigenics Group | Community Grassroots Activities |
| Richard Morton Ivette Collins Jeanne Hochhalter Kelly Kishel Yvonne Mayer Cathleen O'Hare | EtO Medical Monitoring | Concerned Citizens/Monitoring - Concerned about the challenges facing our community past, present and future from the 35 years of EXPOSURE to ETHYLENE OXIDE. EtO Medical Monitoring is working on establishing a medical monitoring program adequately funded and supported by legislation. |
| Trustee Guy Franzese Evan Walter | Burr Ridge Environmental Quality Commission | Village Advisory Board |
| Michael Mertens Trustee Gayle Neal | Village of Willowbrook Environmental Task Force | Village Advisory Board -The Willowbrook Environmental Task Force has been formed with the specific responsibility and authority to recommend immediate and long-term actions for the health and safety of our area residents, employees and business owners. The Task Force consists of qualified independent professionals that will study, assess, interpret, evaluate risk, and then recommend the necessary actions to be taken in response to the findings indicated on the ATSDR report of August 21, 2018. |
| Catherine and Alexandra Collins | Students Against EtO | Hinsdale Central High School: Student Educational Advocacy - Students working to inform their peers and community of the increased dangers ethylene oxide presents to the community to younger demographics. |
| Industry Table: | | |
| | Sterigenics (Invited) | |

US EPA OPEN HOUSE AND COMMUNITY MEETING ON ETHYLENE OXIDE

Wednesday, May 29th 2-10pm
Chicago Marriott Southwest at Burr Ridge
1200 Burr Ridge Parkway, Burr Ridge, Illinois 60527

The U.S. EPA will host an open house and community meeting to provide updates on the agency's work to better understand air emissions of ethylene oxide from the Sterigenics facility in Willowbrook, Illinois. There will be both an Open house from 2-5 pm and a Community Meeting from 6-10 pm.

OPEN HOUSE: 2-5 pm

The open house will provide an opportunity for individuals to talk one-on-one with staff from U.S. EPA and other agencies, along with representatives of community organizations, about their concerns related to ethylene oxide.

COMMUNITY MEETING: 6-10 pm

The community meeting will feature a series of presentations from federal and state agencies that have been examining issues related to ethylene oxide from the Sterigenics facility. Staff from U.S. EPA and other agencies will provide updates on their work. A citizen panel will ask questions related to the agencies' reports that are most important to the community.

The meeting will be videoed and live streamed on Facebook.

For more information, or to submit questions, please visit

<https://www.epa.gov/il/forms/sterigenics-willowbrook-facility-open-house-community-meeting>



DRAFT as of 5/23/19

Public Meeting on Ethylene Oxide

May 29, 2019, 6:00 PM – 10:00 PM

Chicago Marriott Southwest at Burr Ridge - Ballroom

1200 Burr Ridge Parkway, Burr Ridge, IL 60527

6:00 PM MEETING START

Facilitators will call the meeting to order and review the approach and agenda.

6:10 PM WELCOME

Agency and Local Officials will discuss their goals and expectations for the meeting.

- Burr Ridge - Mayor Gary Grasso
- Willowbrook - Mayor Frank Trilla
- Stop Sterigenics - Margaret Donnell & Neringa Zymancius
- Illinois Department of Public Health - Director Dr. Ngozi Ezike
- Illinois EPA - Acting Director John Kim
- USEPA Region 5 Administrator - Cathy Stepp
- USEPA Assistant Administrator - Bill Wehrum

6:30 PM PRESENTATIONS ON CURRENT STUDIES AND REPORTS

Agency staff will provide updates and results from the recent health and environmental studies on the Willowbrook Sterigenics facility.

- Overview of Current Information--Mike Koerber, USEPA
- IEPA Well Monitoring Study – (TBD)
- EPA Refined Risk Assessment--Kelly Rimer, USEPA
- ATSDR Revised Assessment – Mark Johnson and Michelle Colledge, ATSDR
- IDPH Cancer Study— Kyle Garner and Dr. Tiefu Shen, IDPH

7:30 PM STAKEHOLDER Q&A PANEL ON THE STUDIES AND REPORTS

Stakeholder panel will ask questions related to the current reports that are most important to the community, including questions gathered at the Open House.

- Richard Morton - EtO Medical Monitoring
- Greg Hart - DuPage County Board Member
- Urszula Tanouye - Stop Sterigenics
- Dr. Susan Buchanan - University of Illinois-Chicago

8:20 PM NEXT STEPS

- EPA: EPA National Rule For Commercial Sterilizers - Bill Wehrum
- IEPA: Next Steps on Sterigenics Willowbrook - John Kim

9:00 PM STAKEHOLDER Q&A PANEL ON NEXT STEPS

Stakeholder panel will ask questions related to next steps that are most important to the community, including questions gathered at the Open House.

- Margaret Donnell - Citizens for Clean Air, NFP
- Srikant Rao - Stop Sterigenics
- Neringa Zymancius - Stop Sterigenics
- Julie Renehan - DuPage County Board Member

9:50 PM WRAP-UP

Facilitators will review any key outcomes from the meeting and plans for future information and ongoing opportunities for public input.

10:00 PM ADJOURN

BURR RIDGE VILLAGE CODE

CHAPTER 2

Administration

Article I. Village President

| | |
|------------------------|---|
| Sec. 2.1. | Election - Term of Office |
| Sec. 2.2. | The Duties |
| Sec. 2.3. | Designation of Duties |
| Sec. 2.4. | Signing Commissions |
| Sec. 2.5. | Local Liquor Commissioner |
| Sec. 2.6. | Powers as to Litigation |
| Sec. 2.7. | Other Duties |
| Sec. 2.8. | Bond - Oath - Compensation |
| Sec. 2.9. | President Pro-tem -Acting President- |
| Sec. 2.9.1. | Chain of Succession |
| Sec. 2.9.42 | Chairman Pro-Tem |
| Sec. 2.9.23 | Emergency Spending Authority |

ARTICLE I. VILLAGE PRESIDENT

Sec. 2.1 Election - Term of Office (amended by A-781-01-13)

The Village President, ~~hereinafter also referred to as the President or Mayor~~, shall hold the office for a term of four years and until a successor is elected and has qualified, as provided by statute, and shall be the President of the Board of Trustees.

The term of office shall commence on the date of the first regular or special meeting of the Board of Trustees in May following the regular April Village election at which the Village President is elected. (amended by A-781-01-06)

~~As per Section 3.1-15-10 of the Illinois Municipal Code, upon election to the office of President the person so elected may, at that person's choosing, be referred to as the Mayor of the Village of Burr Ridge rather than the President of the Village of Burr Ridge. If any person so elects, that person may sign any official documents as either President or Mayor. Moreover, all other correspondence and documents to be signed by such person may be signed using the title of Mayor. Whenever the term "Mayor", "President" or "Village President" is used in this Code it shall be deemed to refer to the person holding the office of President regardless of whether that person has chosen to be called President or Mayor.~~

Sec. 2.2. The Duties

The Village President shall be the Chief Executive Officer of the Village, and shall perform all such duties as may be required by statute or ordinance. The Village President shall have the power and authority to examine and inspect, at any reasonable time, the books, records and papers of any agent, employee or officer of the Village.

Sec. 2.3. Designation of Duties

Whenever there is a question as to the respective powers or duties of any appointed officer of the Village, this shall be settled by the President and he shall have the power to delegate to any such officer,

any duty which is to be performed when no specific officer has been directed to perform the duty.

When an appointed officer is referred to in this Code, it shall mean all officers of the Village designated by state law or by duly adopted Ordinances of the Village.

Sec. 2.4. Signing Commissions

The Village President shall sign all commissions, resolutions, ordinances and other legal documents approved or adopted by the Board of Trustees.

Sec. 2.5. Local Liquor Commissioner

The President shall be the local Liquor Control Commissioner and is charged with the administration of Illinois Compiled Statutes Chapter 235, and such ordinances or resolutions enacted by the Board of Trustees.

Sec. 2.6. Powers as to Litigation

The President shall sign and is authorized to sign on behalf of the Village, all instruments necessary to the prompt prosecution or defense of any or all actions brought by or against the Village, including bonds for injunction.

Sec. 2.7. Other Duties

The President shall perform all such other duties as are now or may be hereafter enjoined upon the office of President by the ordinances of the Village and the laws of the State of Illinois.

Sec. 2.8. Bond Oath - Compensation

Before entering upon the duties of office, the President shall give a bond, with sureties to be approved by the Board of Trustees, conditioned upon the faithful performance of duties in the sum as set forth under Article X of this Chapter. The President shall take the oath of office as prescribed by statute, and shall receive compensation of six thousand dollars (\$6,000.00) per year for the performance of the duties of President and shall replace any existing compensation. This amount shall be the complete compensation of the President. An increase or decrease in the compensation of the President shall not take effect during the term for which that President is elected. (amended by A-781-01-08)

Sec. 2.9. President Pro-tem ~~-and~~ Acting President; ~~Chain of Succession~~

~~During the temporary absence or disability of the Village President, the Board of Trustees shall elect one of its members to act as President Pro-Tem, who during the absence or disability of the President shall perform all the duties and possess all the rights and powers of the Village President. The President Pro-Tem shall be selected for a two year term. In the event of a vacancy in the office of President Pro-Tem, the Board of Trustees shall elect one of its members as successor President Pro-Tem. During the temporary absence or disability of the President Pro-Tem, the Board of Trustees shall elect one of its members to act as Acting President Pro-Tem who shall have all the same rights and powers of the President Pro-Tem.~~

~~Whenever a vacancy occurs in the office of the President, the vacancy shall be filled for the remainder of the term in the manner provided by statute. During the period from the time that the vacancy occurs until the President is elected and has qualified, the vacancy may be filled by the appointment of an Acting President by the Board of Trustees; provided, however, that only elected members of the Board of Trustees shall be qualified to serve as Acting President.~~

Within 30 days of the first Regular Meeting of the Village Board following a consolidated election or

within 30 days after the office of President Pro Tem may become vacant, the President shall nominate and the Board of Trustees shall approve by a majority vote of the Trustees and the President if necessary, a President Pro Tem. The President Pro-Tem shall perform the following duties:

- In the temporary absence of the President at a Regular or Special Meeting of the Board of Trustees, shall serve as the chairperson for such meeting(s). In this capacity, the President Pro Tem shall have only the powers of a presiding officer and the right to vote only as trustee on any ordinance, resolution, or motion.
- In the event that the President is unable to perform the duties of the Office of President due to temporary incapacity or disability, during this absence or disability the President Pro Tem shall perform the duties and possess all the rights and powers of the President but shall vote only as a trustee on any ordinance, resolution, or motion.
- In the event of a vacancy in the office of the President, the President Pro Tem shall serve as Acting President. In this capacity, the President Pro Tem may:
 - Retain the position of Trustee in which case, s/he shall exercise all of the powers of the President, but can only vote as Trustee and does not have veto powers; or
 - o Resign the position of Trustee in which case, s/he shall exercise all of the powers of the President including but not limited to voting as President and exercising the veto powers of the President.

Sec. 2.9.1

Pursuant to the Emergency Interim Executive Succession Act (5 ILCS 275/1 et seq.), in the event of an attack upon the United States or a natural or manmade disaster in the Village resulting in the unavailability of both the President and President Pro-Tem, or the unavailability of the President when no President Pro-Tem has been elected, the duties and all of the rights and powers of the office of Village President shall be discharged by the designated emergency interim successors in the order specified below. Emergency interim successors for the Office of President are hereby designated as follows:

1. Village Administrator
2. Chief of Police
3. ~~Community Development Director~~
4. Public Works Director
5. Finance Director
56. Assistant ~~to the~~ Village Administrator

Other than taking the oath of office required in order to exercise the rights and powers and discharge the duties of the office of Village President, an emergency interim successor hereunder shall not be required to comply with any other provision of law relative to taking office. The emergency interim successor shall exercise the rights and powers and discharge the duties of the office of Village President until such time that either the President or previously elected President Pro-Tem are available to resume the duties of office, or the Board of Trustees elects a President Pro-Tem. (Section 2.9 amended by A-781-02-02)

Sec. 2.9.12

~~Chairman Pro Tem~~ Temporary Chairperson

In the absence of the President, ~~acting President or and~~ President Pro-Tem, the Board of Trustees may elect a Trustee as a temporary Chairperson for the sole purpose of being the presiding officer at the Board meeting at which the Temporary Chairperson is elected. The ~~†~~Temporary Chairperson shall have

only the powers of a presiding officer and a right to vote in the capacity as trustee on any ordinance, resolution, or motion.

| **Sec. 2.9.23**

Emergency Spending Authority

In the event that a state of emergency exists within the Village, the Village President, President Pro-Tem, or emergency interim successor to the Office of Village President, may, by executive order and without the approval of the Board of Trustees, spend up to \$100,000 in Village funds as necessary to respond to the emergency. For purposes of this Section, a state of emergency is defined as an attack or series of attacks by an enemy of the United States causing, or which may cause, substantial damage or injury to civilian property or persons in the Village in any manner by sabotage or by the use of bombs, missiles, shellfire, or atomic, radiological, chemical, bacteriological or biological means or other weapons or processes, or a disaster involving an occurrence or threat of catastrophic and widespread injury or loss of life to Village residents or property in the Village resulting from any natural or manmade cause, including but not limited to fire, flood, earthquake, epidemic and explosion. The Village President, President Pro-Tem, or emergency interim successor may not exercise the emergency spending authority granted herein without first declaring that an emergency, as defined above, exists, by setting forth, in writing and under oath, a declaration of emergency describing the nature of the emergency and detailing facts to substantiate such finding. The declaration of emergency shall be filed with the Village Clerk as soon as is practicable. The declaration of emergency, and concurrent spending authority, shall expire not later than the adjournment of the first regular meeting of the corporate authorities after the state of emergency is declared. (Section 2.9.2 added by A-7

|

Memorandum

REFERENCE: Village of Burr Ridge Proposal

SUBJECT: Construction Engineering Services for Burr Ridge Parkway

DATE: May 21, 2019

Patrick Engineering Inc. (Patrick) is providing this proposal to provide professional construction engineering services for the Village of Burr Ridge to provide contractor oversight and documentation for the construction of the resurfacing of Burr Ridge Parkway (FAU 1028) in the Village of Burr Ridge. Burr Ridge Parkway is a major collector roadway which serves the Village of Burr Ridge Central Business District which includes mixed use shopping centers and residential condominiums.

The project limits extend from County Line Road (FAU 2684) and Bridewell Drive (FAU 1027), for a total distance of approximately 3,800 feet (0.72 miles). The project includes hot-mix asphalt resurfacing, repair of curb and gutter segments, frame adjustments, detector loop replacement and pavement marking. All proposed work will comply with ADA guidelines. No additional capacity, lane widening, or channelization is proposed.

Patrick's services would include construction inspection, documentation, coordination with IDOT, and materials inspection by a subconsultant, Wang Engineering. All work under this proposal will be completed in Fall 2019.

Estimated hours and fee proposed for the engineering services described above are shown on the attached table, which cost would not exceed \$83,433.

We appreciate the opportunity to submit this proposal to the Village of Burr Ridge. If you have any questions, please contact me at (630) 795-7468 or JCebulski@patrickco.com.

Respectfully submitted,

Jarrold J. Cebulski, P.E.
Director of Transportation
Patrick Engineering, Inc.



CLIENT PROJECT AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement between Patrick Engineering Inc. (PATRICK) and **the Village of Burr Ridge**, 451 Commerce Street, Burr Ridge, IL 60527, (CLIENT) consists of these terms, the proposal (including attachments thereto) identified as Burr Ridge Parkway resurfacing Phase III and dated 5/21/19. This Agreement is effective this day of **May, 2019**.

ARTICLE I: SCOPE OF SERVICES

The Scope of Services to be performed by PATRICK is set forth in the foregoing proposal ("Services"). CLIENT may request, orally or in writing, changes to the Services. In the event PATRICK agrees, in writing, to such changes in the Services, the changes are binding upon CLIENT, and CLIENT agrees to compensate PATRICK for all Services performed at CLIENT's request. PATRICK shall not, however, be liable for failure to perform or execute any changes in Services unless such changes are agreed to in writing by PATRICK. Any services performed by PATRICK at the request of CLIENT shall be governed by the terms of this Agreement.

ARTICLE II: STANDARD OF CARE

PATRICK shall perform the Services with the care and skill ordinarily exercised by members of PATRICK's profession practicing in the same locality under similar conditions or circumstances.

If, during the one (1) year period following completion or termination of the Services, it is shown that these standards have not been met, and CLIENT has promptly notified PATRICK in writing of such failure, PATRICK shall perform, at its cost, such corrective services as may be necessary within the scope of the Services to remedy such deficiency. THIS REMEDIAL OBLIGATION SHALL CONSTITUTE PATRICK'S SOLE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY WITH RESPECT TO PATRICK'S SERVICES AND THE ACTIVITIES INVOLVED IN THEIR PERFORMANCE, IRRESPECTIVE OF PATRICK'S FAULT, NEGLIGENCE OR LIABILITY WITHOUT FAULT. PATRICK MAKES NO OTHER WARRANTIES OR GUARANTEES, EITHER EXPRESS OR IMPLIED AND THE WARRANTIES PROVIDED IN THIS ARTICLE II SHALL BE EXCLUSIVE OF ANY OTHER WARRANTIES INCLUDING ANY IMPLIED OR STATUTORY WARRANTIES OF FITNESS FOR PURPOSE OR MERCHANTABILITY, AND OTHER STATUTORY REMEDIES WHICH ARE INCONSISTENT WITH THIS CLAUSE ARE EXPRESSLY WAIVED.

ARTICLE III: CONFIDENTIALITY

PATRICK shall maintain as confidential such information obtained from CLIENT or developed as part of the Services as CLIENT expressly designates in writing as confidential. This obligation shall not apply to information which is or comes into the public domain or which PATRICK is required to disclose by any of PATRICK's insurers as it relates to a claim or incident that may generate a possible claim, law or order of a court, administrative agency or other legal authority. Unless otherwise agreed, PATRICK may use and publish CLIENT's name and a general description of the Services in describing PATRICK's experience to other clients or potential clients.

ARTICLE IV: SITE ACCESS, SUBSURFACE HAZARDS AND SITE DATA

CLIENT shall provide PATRICK with lawful access to the site(s) where the Services are to be performed. CLIENT shall defend PATRICK from any challenge to such right-of-entry and shall indemnify and hold harmless PATRICK from any claims of trespass which may occur. PATRICK will take reasonable measures to minimize damage to the site and disruption of operations thereon, however, CLIENT acknowledges that certain procedures may cause some damage to land or disruption (e.g., without limitation, soil borings), and that PATRICK shall not be liable for such damage or disruption, and the correction of which shall not be PATRICK's responsibility unless otherwise agreed to in writing by the parties. CLIENT shall supply PATRICK with information on the existence and location of underground utilities, structures and other hazards, including hazardous wastes or hazardous substances, at any site where the Services are to be performed. PATRICK shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT and others (including the location of underground utilities and data on subsurface conditions) and will not conduct independent evaluation thereof unless specified in the scope of Services. PATRICK shall not be liable for damage to underground utilities or structures not disclosed in writing or incorrectly disclosed to PATRICK, and CLIENT agrees to defend and

indemnify PATRICK at its sole expense for any claims against PATRICK arising from CLIENT's failure in this regard.

ARTICLE V: BILLING, PAYMENTS AND COLLECTION

Unless otherwise agreed, CLIENT shall pay for the Services in accordance with PATRICK's schedule of Standard Charges in effect at the time the Services are performed. Invoices will be submitted monthly and are due upon receipt. If CLIENT objects to an invoice, CLIENT shall notify PATRICK in writing within fifteen days of receipt of the invoice, give the reasons for the objection, and pay that portion of the invoice not in dispute within thirty days of receipt of the invoice. Any unpaid, undisputed invoice that is thirty days past due shall be assessed a late payment charge of 1.5 percent per month. PATRICK shall have the right to terminate this Agreement upon ten days notice if payment as to any undisputed invoice is sixty days past due. CLIENT agrees to reimburse PATRICK its full costs of collection of any amounts due and unpaid after sixty days, including reasonable attorney's fees, court costs and the reasonable value of PATRICK's time spent on collection of such amounts.

ARTICLE VI: INSURANCE AND LIMITATION OF LIABILITY

PATRICK carries substantial insurance coverage including Workers Compensation, Employer's Liability, Commercial General Liability (including contractual liability), Commercial Automobile Liability and Professional Liability. PATRICK shall name CLIENT as additional insured under the Commercial General Liability and Commercial Automobile Liability policies. A copy of PATRICK'S current insurance coverages and limits is available upon CLIENT's request.

When Services provided by PATRICK result in work to be performed by others under contract to CLIENT, CLIENT shall include in the contract with the party(ies) performing the work the requirement that PATRICK shall be named as Additional Insured on the party(ies) Commercial General Liability Policy and Automobile Liability Policy on a primary and noncontributory basis on Form CG2037 and CG2010.

THE PARTIES HAVE ASSESSED THE RELATIVE RISKS AND BENEFITS WHICH WILL ACCRUE TO EACH IN THE PERFORMANCE OF THE SERVICES AND HAVE AGREED THAT PATRICK'S TOTAL AGGREGATE LIABILITY TO CLIENT (OR ANYONE CLAIMING BY OR THROUGH CLIENT) FOR ANY INJURY TO PERSON OR PROPERTY, CLAIMS, DAMAGES, EXPENSES, COSTS OR LOSSES OF ANY KIND, FROM ANY CAUSE WHATSOEVER REGARDLESS OF LEGAL THEORY, SHALL NOT EXCEED THE TOTAL FEES PAID TO PATRICK UNDER THIS AGREEMENT OR \$25,000, WHICHEVER IS LESS. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER IN CONTRACT OR TORT FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSSES FROM INTERRUPTION OF BUSINESS.

ARTICLE VII: INDEMNIFICATION

- (A) To the fullest extent permitted by law, PATRICK shall indemnify and hold CLIENT and its employees, harmless from and against all third party demands, claims, suits, liabilities and costs including reasonable attorneys fees and litigation costs ("Claims") to the extent caused by the negligent acts, errors or omissions, or willful misconduct of PATRICK, its employees, subconsultants and subcontractors except to the extent, if any, that any such Claims results from the negligent acts, errors or omissions, or willful misconduct of CLIENT, its employees or agents.
- (B) To the fullest extent permitted by law, CLIENT shall indemnify, defend and hold PATRICK, its employees, agents, subconsultants and subcontractors harmless from and against all demands, claims, suits, liabilities, fines, penalties, and costs including reasonable attorneys fees and costs of litigation ("Claim") caused by or arising out of (i) any conditions existing on or beneath CLIENT's property at the time of performance of the Services, including, but not limited to, pollution or contamination of property or (ii) the negligent acts, errors or omissions, or willful misconduct of CLIENT, its employees, agents or contractors except to the extent, if any, that any such Claim results from the negligent acts, errors or omissions, or willful misconduct of PATRICK, its employees, agents or subcontractors. The indemnity obligations stated herein shall survive the termination of this Agreement.

It is further intended by the parties to this Agreement that PATRICK's services in connection with the Services shall not subject PATRICK's individual employees, officers or directors to any personal legal exposure for the risks associated with the Services. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the PATRICK, an Illinois corporation, and not against any of the its individual employees, officers or directors.

ARTICLE VIII: NOTICE OF CLAIMS; COOPERATION

If CLIENT discovers any facts that might give rise to a claim arising out of the negligent acts, errors or omissions or willful misconduct of PATRICK, its employees, agents or subcontractors, CLIENT shall immediately notify PATRICK of same in writing. PATRICK shall be entitled to contest any such claim with counsel selected by PATRICK or its insurer and shall be entitled to control any litigation relating to such claim. CLIENT shall not settle or compromise any such claim without PATRICK's prior written consent and CLIENT shall cooperate with PATRICK and its insurer in connection with the defense of any such claim.

ARTICLE IX: WORKSITE SAFETY/PATRICK SITE VISITS

PATRICK will comply with CLIENT's rules and regulations governing PATRICK's activities on CLIENT's premises to the extent that the same are provided to PATRICK prior to the start of the Services. PATRICK will be responsible only for the on-site activities of its employees. If the Services include site visits, for example, to observe construction activities for general compliance with plans and specifications, the parties agree that PATRICK shall assume no responsibility or authority for supervision or control over any contractor's work or worksite safety, shall have no right to stop the work and shall have no responsibility or authority for the means, methods, techniques, sequencing or procedures of construction.

ARTICLE X: REUSE OR ALTERATION OF DOCUMENTS

Documents prepared by PATRICK are instruments of its Services and PATRICK retains all common law, statutory and other reserved rights, including copyright. PATRICK agrees that CLIENT will have the non-exclusive, limited, worldwide, royalty free, non transferable and non-assignable, and non-sublicenseable, right to use the documents on the project identified in the Scope of Services. PATRICK assumes no liability or responsibility if the documents are reused by CLIENT or others on any other project. In the event that others alter the documents without PATRICK's authorization, any and all liability arising out of such alteration is waived as against PATRICK, and CLIENT assumes full responsibility for such changes. Where PATRICK has used due care in the electronic or disk transmission of data, information or documents to CLIENT and its agents, CLIENT shall be responsible for and bear the risk of loss or damages resulting from (i) errors or defects introduced by such transmission; (ii) CLIENT's or its agent's automated conversion or reformatting of the data, information or documents; and (iii) deficiencies, defects or errors in CLIENT's or its agent's software or hardware utilized to receive, transmit, utilize, format or reproduce the data, information or documents.

ARTICLE XI: DELAYS

Except for the obligation to pay monies owed, neither CLIENT nor PATRICK shall be liable for any fault or delay caused by any contingency beyond its control including, but not limited to, delay caused by any third party, any additions or modifications to the Services to be performed by PATRICK under the Agreement, weather, acts of God, wars, terrorism, labor disputes, material shortage, delay in obtaining any permits, fires, or demands or requirements of governmental agencies.

ARTICLE XII: SUCCESSOR, ASSIGNS

This Agreement shall be binding upon the parties and their respective successors and assigns. Neither party shall assign its interest in this Agreement without the prior written consent of the other.



CLIENT PROJECT AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE XIII: TERMINATION

This Agreement may be terminated by either party upon written notice to the other. Upon receipt of notice of termination from CLIENT, PATRICK shall immediately cease work and take all reasonable steps to minimize costs relating to termination. CLIENT shall pay for services rendered through the date of receipt of notice of termination, plus any unpaid reimbursable expenses and reasonable costs relating to the termination, including reassignment of staff.

ARTICLE XIV: SEVERABILITY

If any term of this Agreement is held to be invalid or unenforceable as a matter of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with legal requirements. The remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE XV: APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The parties to this Agreement agree that any litigation under or regarding this Agreement will be brought only in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.

ARTICLE XVI: ENTIRE AGREEMENT

CLIENT, by the undersigned, acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms. The terms and conditions of this Agreement, together with the PATRICK proposal (including attachments thereto) and any applicable Addendum, constitute the entire Agreement between the parties and supersede all prior oral or written representations, understandings and agreements. The parties agree that any purchase orders, work orders, acknowledgments, form agreements or other similar documents delivered to PATRICK by CLIENT shall be null, void and without legal effect to the extent that they conflict with the terms of this Agreement or any Addendum attached hereto. This Agreement may be amended or modified as set forth in Article I or by a written instrument signed by both parties. Each person signing below represents that he or she has full legal authority to bind the parties to the terms and conditions contained in this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as follows:

VILLAGE OF BURR RIDGE

Signature

Printed Name

Title

Date

Ref:

PATRICK ENGINEERING INC.

Signature

Printed Name

Title

Date

May 22, 2019

David Preissig, P.E.
Director of Public Works/Village Engineer
Village of Burr Ridge
7660 County Line Road
Burr Ridge, Illinois 60527

Re: Proposal for County Line Road Sidewalk Improvements
Phase III Construction Engineering Services

Dear Mr. Preissig:

Burns & McDonnell is pleased to submit this proposal to provide Phase III construction engineering services for the County Line Road Sidewalk Improvements project.

Background

The Village of Burr Ridge (Village) has a Pathway Commission advisory board that is tasked with looking at ways to safely link areas of the Village thru providing pathways to shopping areas, schools, parks, and neighborhoods. The Pathway Commission has designated the area along County Line Road between Longwood Drive and 60th Street as a priority. There is currently no sidewalk along this stretch of County Line Road.

Burns & McDonnell was hired by the Village in 2012 to perform the Phase I design for this project. After looking at the conceptual design and preparing an engineer's opinion of probable construction cost based on the conceptual design, it was determined that the Village did not have sufficient funds to construct the project. The project was then shut down until the necessary funding could be obtained to allow the project to move forward. Since then, the Village has obtained STP funding and continues to pursue additional funding sources thru applying for an increase in STP funds, ITEP grants, Invest in Cook grant, etc. Recently, the Village Board committed to moving forward with the project. Burns & McDonnell submitted the Phase I design documents to the Illinois Department of Transportation the week of July 24, 2017.

In November 2017, the Village contracted with Burns & McDonnell to complete the Phase II design based on the Phase I submittal. The Phase II design was completed and the project was bid in April 2019 on the April 26, 2019 IDOT Letting. The contract was awarded to Davis Concrete Construction Co. on May 15, 2019.

SCOPE OF SERVICES

This proposal represents the following scope of services:

Task 1 – Construction Administration

Burns & McDonnell will serve as the Construction Administrator (CA) for the construction of the Project as assigned by the Village. As such, the CA will function as an extension of the



David Preissig, P.E.
Village of Burr Ridge
May 22, 2019
Page 2

Village's staff and be responsible for overall implementation and management of the project. The CA services are defined as all management functions and requirements over and above the daily routine project requirements. They will include implementation of Village policies, program administration, coordination and monitoring of consultants and contractors providing overall management control and direction to ensure completion of the construction project in accordance with the Village's objectives of cost, time, and quality. The CA will work closely with and report to the Village.

Task II – Construction Engineering

Burns & McDonnell will serve as the Construction Engineer (CE) and will serve as the Village's on-site construction representative for the construction of the Project as the Construction Engineer. The CE will be responsible for the general control and field inspection of the Project. These duties will include field inspection, design interpretation, contract administration and general coordination and control of the day to day construction activities of the contractor to insure timely completion and quality construction in strict compliance with contract drawings and specifications. The CE will work closely with and report to the CA. All project documentation will be performed in accordance with IDOT Documentation requirements. Both the CA and the CE for this project will be IDOT Documentation Certified.

Task III – Material Testing

Burns & McDonnell will provide material testing of Portland cement concrete improvements based on the IDOT requirements based on the pay item quantities. Burns & McDonnell will be utilizing Rubino Engineering for all material testing.

Compensation

Burns & McDonnell proposes to complete the project on a time and materials basis for a fee of \$89,506.00 in accordance with the attached rate sheet.

Schedule

Burns & McDonnell's proposal is based on the schedule for project completion in the Issued for Bid Specifications.

General Considerations

If this proposal is satisfactory, please sign and date this document and return one signed copy to us to effect an Agreement. The attached Terms and Conditions for Professional Services are incorporated in and made a part of the Agreement.

We greatly appreciate this opportunity to serve the Village. If you have any questions about this proposal, please contact Stephen Crede at 630-710-8667 or screde@burnsmcd.com.



David Preissig, P.E.
Village of Burr Ridge
May 22, 2019
Page 3

Sincerely,

Randall L. Patchett, P.E.
Department Manager

Stephen T. Crede
Project Manager

STC/stc

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Project: County Line Road Sidewalk Phase III Engineering
Client: Village of Burr Ridge

Date of Letter, Proposal, or Agreement: May 22, 2019
Client Signature: _____

1. SCOPE OF SERVICES

For the above-referenced Project, Burns & McDonnell Engineering Company, Inc. (BMCD) will perform the services set forth in the above-referenced Letter, Proposal, or Agreement, in accordance with these Terms and Conditions. BMCD has relied upon the information provided by Client in the preparation of the Proposal, and shall rely on the information provided by or through Client during the execution of this Project as complete and accurate without independent verification.

2. PAYMENTS TO BMCD

A. Compensation will be as stated in the above-referenced Letter, Proposal, or Agreement. Statements will be in BMCD's standard format and are payable upon receipt. Time is of the essence in payment of statements, and timely payment is a material part of the consideration of this Agreement. A late payment charge will be added to all amounts not paid within 30 days of statement date and shall be calculated at 1.5 percent per month from statement date. Client shall reimburse any costs incurred by BMCD in collecting any delinquent amount, including reasonable attorney's fees. If a portion of BMCD's statement is disputed, Client shall pay the undisputed portion by the due date. Client shall advise BMCD in writing of the basis for any disputed portion of any statement.

B. Taxes as may be imposed on professional consulting services by state or local authorities shall be in addition to the payment stated in the above-referenced Letter, Proposal, or Agreement.

3. INSURANCE

A. During the course of performance of its services, BMCD will maintain Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of \$1,000,000, and Commercial General Liability and Automobile Liability insurance each with combined single limits of \$1,000,000.

B. If the Project involves on-site construction, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming Client as a Named Insured and BMCD as an Additional Insured or to endorse Client and BMCD using ISO form CG 20 10 11 85 endorsement or its equivalent as Additional Insureds on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of BMCD in 3A above. Construction contractors shall be required to provide certificates evidencing such insurance to Client and BMCD. Contractor's compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.

C. Client and BMCD release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of BMCD's services. A provision similar to this shall be incorporated into all construction contracts entered into by Client, and all construction contractors shall be required to provide waivers of subrogation in favor of Client and BMCD for damage covered by any construction contractor's property insurance.

4. INDEMNIFICATION

A. To the extent allowed by law, Client will require all construction contractors to indemnify, defend, and hold harmless Client and BMCD from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

B. If this Project involves construction and BMCD does not provide consulting services during construction including, but not limited to, on-site monitoring, site visits, site observation, shop drawing review, and/or design clarifications, Client agrees to indemnify and hold

harmless BMCD from any liability arising from this Project or Agreement, except to the extent caused by BMCD's negligence.

5. PROFESSIONAL RESPONSIBILITY— LIMITATION OF REMEDIES

A. BMCD will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If BMCD fails to meet the foregoing standard, BMCD will perform at its own cost, the professional services necessary to correct errors and omissions reported to BMCD in writing within one year from the completion of BMCD's services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.

B. In no event will BMCD be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Client, and/or governmental fines or penalties.

C. BMCD's aggregate liability for all damages connected with its services for the Project not excluded by the preceding subparagraph, whether or not covered by BMCD's insurance, will not exceed \$100,000.

D. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility – Limitation of Remedies, are the sole and exclusive obligations of BMCD and remedies of Client, whether liability of BMCD is based on contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise.

6. PERIOD OF SERVICE AND SCHEDULE

The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. BMCD's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. BMCD shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with BMCD's professional responsibility.

7. COMPUTER PROGRAMS OR MODELS

Any use, development, modification, or integration by BMCD of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs.

8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Client information and convenience only. Such media or transmissions are not to be considered part of BMCD's instruments of service. BMCD, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. BMCD shall not be liable for loss or damage directly or indirectly, arising out of Client's use of electronic media or data transmissions.

9. DOCUMENTS

A. All documents prepared by BMCD pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by Client or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by Client or others without written verification, adaptation, and permission by BMCD for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BMCD.

B. In the event that BMCD is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents

(continued on reverse side)

that Client either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Client (including prepared for Client by others), for which BMcD shall rely on to perform and complete its services.

10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS

Estimates, schedules, forecasts, and projections prepared by BMcD relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on BMcD's experience, qualifications, and judgment as a professional. Since BMcD has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, BMcD does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by BMcD.

11. POLLUTION

In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon BMcD in performing such services, notwithstanding the responsibility of BMcD set forth in Paragraph 5A to the maximum extent allowed by law, Client agrees to release, defend, indemnify and hold harmless BMcD and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of Client and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by BMcD's willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

12. ON-SITE SERVICES

A. Project site visits by BMcD during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make BMcD responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s)' failure to perform its work in accordance with the contract documents.

B. Client shall disclose to BMcD the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by BMcD's employees or subcontractors. If any hazardous wastes not identified by Client are discovered after a Project is undertaken, Client and BMcD agree that the scope of services, schedule, and compensation may be adjusted accordingly. Client agrees to release BMcD from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site.

13. CHANGES

Client shall have the right to make changes within the general scope of BMcD's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of Client and BMcD.

14. TERMINATION

Services may be terminated by Client or BMcD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay BMcD all

amounts due BMcD for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by BMcD in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.

15. DISPUTES, NEGOTIATIONS, MEDIATION

A. If a dispute arises relating to the performance of the services to be provided and, should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney's fees and other related expenses.

B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party-facilitated mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association.

C. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date BMcD's services are substantially complete.

16. WITNESS FEES

A. BMcD's employees shall not be retained as expert witnesses, except by separate written agreement.

B. Client agrees to pay BMcD pursuant to BMcD's then current schedule of hourly labor billing rates for time spent by any employee of BMcD responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from BMcD's services under this Agreement.

17. CONTROLLING LAW AND VENUE

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Illinois, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the 18th Judicial Circuit Court, County of DuPage, Wheaton, Illinois, or the United States District Court, Northern District of Illinois.

18. RIGHTS AND BENEFITS – NO ASSIGNMENT

BMcD's services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor BMcD shall assign or transfer interest in this Agreement without the written consent of the other.

19. ENTIRE CONTRACT

These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between BMcD and Client relative to BMcD's services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to BMcD's services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Client issues to BMcD a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by BMcD, shall be considered only as an internal document of Client to facilitate administrative requirements of Client's operations.

20. SEVERABILITY

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

- END -

DuPage County Division of Transportation
Project: 2019 Pavement Marking Maint. Sec. No: 19-PVMKG-07-
GM

Date of Letting: **April 9, 2019 2:00 P.M.**

| Item No. | Items | Unit | Quantity | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total |
|---|--|-------|----------|---------------------|------------|---------------------|------------|---------------------|------------|---------------------|------------|---------------------|------------|---------------------|------------|------------|-------|
| 1 | THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS | SQ FT | 18900 | \$3.10 | 58,590.00 | \$3.00 | 56,700.00 | \$3.60 | 68,040.00 | \$4.50 | 85,050.00 | \$4.25 | 80,325.00 | \$3.55 | 67,095.00 | | |
| 2 | THERMOPLASTIC PAVEMENT MARKING - LINE 4" | FOOT | 11100 | \$0.53 | 5,883.00 | \$0.45 | 4,995.00 | \$0.75 | 8,325.00 | \$0.50 | 5,550.00 | \$0.70 | 7,770.00 | \$0.75 | 8,325.00 | | |
| 3 | THERMOPLASTIC PAVEMENT MARKING - LINE 6" | FOOT | 65400 | \$0.68 | 44,472.00 | \$0.65 | 42,510.00 | \$0.80 | 52,320.00 | \$0.85 | 55,590.00 | \$0.85 | 55,590.00 | \$1.50 | 98,100.00 | | |
| 4 | THERMOPLASTIC PAVEMENT MARKING - LINE 8" | FOOT | 14400 | \$1.05 | 15,120.00 | \$0.90 | 12,960.00 | \$1.05 | 15,120.00 | \$1.15 | 16,560.00 | \$1.40 | 20,160.00 | \$1.62 | 23,328.00 | | |
| 5 | THERMOPLASTIC PAVEMENT MARKING - LINE 12" | FOOT | 41000 | \$1.33 | 54,530.00 | \$1.25 | 51,250.00 | \$1.65 | 67,650.00 | \$1.70 | 69,700.00 | \$2.25 | 92,250.00 | \$2.25 | 92,250.00 | | |
| 6 | THERMOPLASTIC PAVEMENT MARKING - LINE 24" | FOOT | 8200 | \$3.65 | 29,930.00 | \$3.50 | 28,700.00 | \$3.60 | 29,520.00 | \$4.50 | 36,900.00 | \$4.25 | 34,850.00 | \$5.00 | 41,000.00 | | |
| 7 | HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE - 4 INCH | FOOT | 701200 | \$0.28 | 196,336.00 | \$0.18 | 126,216.00 | \$0.26 | 182,312.00 | \$0.28 | 196,336.00 | \$0.26 | 182,312.00 | \$0.34 | 238,408.00 | | |
| 8 | MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS | SQ FT | 1100 | \$4.70 | 5,170.00 | \$4.00 | 4,400.00 | \$5.00 | 5,500.00 | \$5.00 | 5,500.00 | \$5.25 | 5,775.00 | \$4.25 | 4,675.00 | | |
| 9 | MODIFIED URETHANE PAVEMENT MARKING - LINE 4" | FOOT | 27900 | \$0.53 | 14,787.00 | \$0.43 | 11,997.00 | \$0.80 | 22,320.00 | \$0.55 | 15,345.00 | \$0.72 | 20,088.00 | \$0.80 | 22,320.00 | | |
| 10 | MODIFIED URETHANE PAVEMENT MARKING - LINE 6" | FOOT | 5000 | \$0.93 | 4,650.00 | \$0.70 | 3,500.00 | \$1.20 | 6,000.00 | \$1.00 | 5,000.00 | \$1.43 | 7,150.00 | \$1.75 | 8,750.00 | | |
| 11 | MODIFIED URETHANE PAVEMENT MARKING - LINE 8" | FOOT | 300 | \$1.05 | 315.00 | \$1.00 | 300.00 | \$3.00 | 900.00 | \$1.25 | 375.00 | \$1.90 | 570.00 | \$2.33 | 699.00 | | |
| 12 | MODIFIED URETHANE PAVEMENT MARKING - LINE 12" | FOOT | 800 | \$2.10 | 1,680.00 | \$2.00 | 1,600.00 | \$3.00 | 2,400.00 | \$1.50 | 1,200.00 | \$2.63 | 2,104.00 | \$3.50 | 2,800.00 | | |
| 13 | MODIFIED URETHANE PAVEMENT MARKING - LINE 24" | FOOT | 700 | \$4.30 | 3,010.00 | \$4.00 | 2,800.00 | \$5.00 | 3,500.00 | \$5.00 | 3,500.00 | \$5.25 | 3,675.00 | \$7.00 | 4,900.00 | | |
| 14 | PAVEMENT MARKING REMOVAL - GRINDING | SQ FT | 126200 | \$0.38 | 47,956.00 | \$0.25 | 31,550.00 | \$0.30 | 37,860.00 | \$0.50 | 63,100.00 | \$0.45 | 56,790.00 | \$0.45 | 56,790.00 | | |
| 15 | RECESSED REFLECTIVE PAVEMENT MARKER | EACH | 500 | \$23.00 | 11,500.00 | \$15.00 | 7,500.00 | \$30.00 | 15,000.00 | \$25.00 | 12,500.00 | \$29.00 | 14,500.00 | \$50.00 | 25,000.00 | | |
| 16 | REPLACEMENT REFLECTOR | EACH | 500 | \$8.00 | 4,000.00 | \$6.00 | 3,000.00 | \$20.00 | 10,000.00 | \$10.00 | 5,000.00 | \$12.00 | 6,000.00 | \$20.00 | 10,000.00 | | |
| 17 | TRAFFIC CONTROL AND PROTECTION | L SUM | 1 | \$5,000.00 | 5,000.00 | \$1.00 | 1.00 | \$0.01 | 0.01 | \$1.00 | 1.00 | \$20,000.00 | 20,000.00 | \$33,500.00 | 33,500.00 | | |
| 18 | MODIFIED URETHANE PAVEMENT MARKING - MEDIAN NOSES | SQ FT | 3,000 | \$4.75 | 14,250.00 | \$2.00 | 6,000.00 | \$5.00 | 15,000.00 | \$4.15 | 12,450.00 | \$5.50 | 16,500.00 | \$3.50 | 10,500.00 | | |
| Bidder's Proposal for making Entire Improvements | | | | \$517,179.00 | | \$395,979.00 | | \$541,767.01 | | \$589,657.00 | | \$626,409.00 | | \$748,440.00 | | | |

As-Read total (if different from calculated total)

RETURN WITH BID

PROPOSAL

County DuPage
 Local Public Agency DuPage County D.O.T.
 Section Number 19-PVMKG-07-GM
 Route Various

1. Proposal of Superior Road Striping Inc.

for the improvement of the above section by the construction of removal of existing pavement markings
and installation of thermoplastic, urethane, and spray thermoplastic pavement markings, and recessed pavement markers

a total distance of ----- feet, of which a distance of ----- feet, (----- miles) are to be improved.

2. The plans for the proposed work are those prepared by DuPage County Division of Transportation
 and approved by the Department of Transportation on -----.
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within ----- working days or by December 06, 2019
 unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:
County Treasurer of DuPage
 The amount of the check is ----- (-----).
7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number -----.
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

RETURN WITH BID



**Illinois Department
of Transportation**

SCHEDULE OF PRICES

County: DuPage
Local Public Agency: DuPage County DOT
Section: 19-PVMKG-07-GM
Route: Various

Schedule for Multiple Bids

| Combination Letter | Sections included in Combinations | Total |
|--------------------|-----------------------------------|-------|
| | | |
| | | |
| | | |
| | | |

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

| | |
|--|-------------------|
| Bidder's proposal for making entire improvements | <u>395,979.00</u> |
|--|-------------------|

| Item No. | Items | Unit | Quantity | Unit Price | Total |
|----------|--|-------|----------|--------------|------------------|
| 1 | THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS | SQ FT | 18900 | <u>3.00</u> | <u>56700.00</u> |
| 2 | THERMOPLASTIC PAVEMENT MARKING - LINE 4" | FOOT | 11100 | <u>.45</u> | <u>4995.00</u> |
| 3 | THERMOPLASTIC PAVEMENT MARKING - LINE 6" | FOOT | 65400 | <u>.65</u> | <u>42510.00</u> |
| 4 | THERMOPLASTIC PAVEMENT MARKING - LINE 8" | FOOT | 14400 | <u>.90</u> | <u>12960.00</u> |
| 5 | THERMOPLASTIC PAVEMENT MARKING - LINE 12" | FOOT | 41000 | <u>1.25</u> | <u>51250.00</u> |
| 6 | THERMOPLASTIC PAVEMENT MARKING - LINE 24" | FOOT | 8200 | <u>3.50</u> | <u>28700.00</u> |
| 7 | HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE - 4 INCH | FOOT | 701200 | <u>.18</u> | <u>126216.00</u> |
| 8 | MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS | SQ FT | 1100 | <u>4.00</u> | <u>4400.00</u> |
| 9 | MODIFIED URETHANE PAVEMENT MARKING - LINE 4" | FOOT | 27900 | <u>.43</u> | <u>11997.00</u> |
| 10 | MODIFIED URETHANE PAVEMENT MARKING - LINE 6" | FOOT | 5000 | <u>.70</u> | <u>3500.00</u> |
| 11 | MODIFIED URETHANE PAVEMENT MARKING - LINE 8" | FOOT | 300 | <u>1.00</u> | <u>300.00</u> |
| 12 | MODIFIED URETHANE PAVEMENT MARKING - LINE 12" | FOOT | 800 | <u>2.00</u> | <u>1600.00</u> |
| 13 | MODIFIED URETHANE PAVEMENT MARKING - LINE 24" | FOOT | 700 | <u>4.00</u> | <u>2800.00</u> |
| 14 | PAVEMENT MARKING REMOVAL - GRINDING | SQ FT | 126200 | <u>.25</u> | <u>31550.00</u> |
| 15 | RECESSED REFLECTIVE PAVEMENT MARKER | EACH | 500 | <u>15.00</u> | <u>7500.00</u> |
| 16 | REPLACEMENT REFLECTOR | EACH | 500 | <u>6.00</u> | <u>3000.00</u> |
| 17 | TRAFFIC CONTROL AND PROTECTION | L SUM | 1 | <u>1.00</u> | <u>1.00</u> |
| 18 | MODIFIED URETHANE PAVEMENT MARKING - MEDIAN NOSES | SQ FT | 3000 | <u>2.00</u> | <u>6000.00</u> |

RETURN WITH BID

Joint Purchasing Authorization

County DuPage
Local Public Agency DuPage County D.O.T
Section Number 19-PVMKG-07-GM
Route Various

JOINT PURCHASING:

OTHER TAXING BODIES: Based on County Board Resolution IR-084-76.

Would your firm be willing to extend your bid to other taxing bodies in DuPage County such as school districts, townships, cities and villages, etc.?
The approximate quantity usage is unknown.

YES X NO _____ **

**** Failure to complete this form will result in a default assumption of a "NO" response.**

State any other requirements that they would have to meet beyond that of our Bid Invitation and Specifications.

\$ 4000.00 minimum.

NOTE: The County of DuPage would not be involved in purchasing by any other taxing body other than to receive a copy of their purchase order that would reference the County of DuPage contract number. The invoicing and payments would be entirely between the other taxing bodies and the Contractor. If the County of DuPage accepts this bid, the procedure to handle joint purchases would be developed by the County of DuPage with the Contractor and distributed to the taxing bodies by the County of DuPage.


Mobile-Vision, Inc.

400 Commons Way, Rockaway, NJ 07866
T. 973-453-8562 F. 973-257-3024

QUOTE

Number 211478396

Date December 26, 2018

Sold To
Burr Ridge Police Department

Marc Loftus
7700 County Line Road
Burr Ridge, IL 60527-6963

Phone 630-323-8181

Fax 630-654-4441

Ship To
Burr Ridge Police Department

Marc Loftus
7700 County Line Road
Burr Ridge, IL 60527-6963

Phone 630-323-8181

Fax 630-654-4441

| Salesperson | P.O. Number | Ship Via | Terms |
|--------------|-------------|----------|-------|
| Mark Higgins | | UPS | |

| Line | Qty | SKU | Description | Unit Price | Ext.Price | Comments |
|------|-----|----------------|--|------------|-------------|----------|
| 1 | 3 | FBHKSA32ZSN1K2 | FlashbackHD Syst, 32GBSD, OZ Cam, VLX, Std-Mon, Blk-thru-hole-wifi/wifi/GPS Ant, Center Console/OH | \$4,995.00 | \$14,985.00 | |
| 2 | 3 | IRCAM5 | Camera kit, rear seat IR with 14 ft extension cable. No integrated microphone | \$295.00 | \$885.00 | |

Signing below is in lieu of a formal Purchase Order.
Your signature will authorize acceptance of both pricing and product:

Signed: _____ Dated: _____

L-3 Shipping Terms are FOB Rockaway, NJ. By signing below you agree to waive your shipping terms and ship this order FOB Rockaway, NJ.

Signed: _____ Dated: _____

| | |
|-----------------|------------------|
| SubTotal | 15,870.00 |
| Tax | TBD |
| S&H | 150.00 |
| Total | 16,020.00 |

Quotation is valid for 60 days from date issued. The technology described herein is controlled under the Export Administration Regulation (EAR) and may not be exported without proper authorization by the U.S. Department of Commerce. State/Local Fees and Taxes are not included.

VILLAGE OF BURR RIDGE

8H

ACCOUNTS PAYABLE APPROVAL REPORT

BOARD DATE: 05/28/19

PAYMENT DATE: 05/29/19

FISCAL 18-19

| FUND | FUND NAME | PAYABLE | TOTAL AMOUNT |
|------|----------------------|----------------------|----------------------|
| 10 | General Fund | 100,280.10 | 100,280.10 |
| 23 | Hotel/Motel Tax Fund | 1,883.54 | 1,883.54 |
| 51 | Water Fund | 223,075.71 | 223,075.71 |
| 52 | Sewer Fund | 659.59 | 659.59 |
| | TOTAL ALL FUNDS | <u>\$ 325,898.94</u> | <u>\$ 325,898.94</u> |

05/22/2019 10:59 AM
User: asullivan
DB: BURR RIDGE

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE
POST DATES 04/30/2019 - 04/30/2019

Page: 1/4

UNJOURNALIZED
BOTH OPEN AND PAID

| GL Number | Invoice Line Desc | Vendor | Invoice Date | Invoice | Amount |
|--|----------------------------------|--------------------------------------|--------------|--------------------|-----------|
| Fund 10 General Fund | | | | | |
| Dept 1010 Boards & Commissions | | | | | |
| 10-1010-50-5010 | Legal Services/Labor General Apr | Clark Baird Smith LLP | 04/30/19 | 12466-00111208 | 340.00 |
| 10-1010-50-5015 | Prosecution Services Apr19 | Christine Charkewycz | 04/30/19 | 47 | 788.00 |
| 10-1010-50-5030 | Telephone B&C Apr19 | Call One | 05/15/19 | 630 654-8181 Apr19 | 80.12 |
| Total For Dept 1010 Boards & Commissions | | | | | 1,208.12 |
| Dept 2010 Administration | | | | | |
| 10-2010-50-5020 | 102 Elevator Inspections Apr19 | Elevator Inspection Service | 04/30/19 | 84230 | 3,264.00 |
| 10-2010-50-5030 | Telephone Admin Apr19 | Call One | 05/15/19 | 630 654-8181 Apr19 | 1,314.26 |
| 10-2010-50-5035 | Publishing-Public Hearing Notice | Chicago Tribune | 04/01/19 | 006073201000 | 58.69 |
| 10-2010-50-5075 | Plan Review Apr19 | Don Morris Architects P.C. | 04/30/19 | April 30,2019 | 3,610.00 |
| 10-2010-50-5075 | Inspections Apr19 | Don Morris Architects P.C. | 04/30/19 | April 30,2019 | 5,230.00 |
| 10-2010-60-6020 | Gasoline & Oil Admin | DuPage County Public Works | 05/16/19 | 2019-9F | 90.45 |
| Total For Dept 2010 Administration | | | | | 13,567.40 |
| Dept 4010 Finance | | | | | |
| 10-4010-50-5030 | Telephone Finance Apr19 | Call One | 05/15/19 | 630 654-8181 Apr19 | 389.68 |
| Total For Dept 4010 Finance | | | | | 389.68 |
| Dept 4020 Central Services | | | | | |
| 10-4020-50-5095 | Shredding Village Wide Apr19 | Accurate Document Destruct | 04/30/19 | 15654167 | 94.76 |
| Total For Dept 4020 Central Services | | | | | 94.76 |
| Dept 5010 Police | | | | | |
| 10-5010-40-4032 | Custom Navy Vest Cover Apr19 | JG Uniforms, Inc. | 04/11/19 | 55037 | 160.00 |
| 10-5010-40-4032 | Acrylic Pocket Badges - Onieda | SymbolArts, LLC | 05/20/19 | 0330768-IN | 411.00 |
| 10-5010-40-4032 | Shipping | SymbolArts, LLC | 05/20/19 | 0330768-IN | 20.00 |
| 10-5010-50-5030 | Telephone PD Apr19 | Call One | 05/15/19 | 630 654-8181 Apr19 | 2,198.42 |
| 10-5010-50-5030 | Telephone Outside Emergency Apr1 | Call One | 05/15/19 | 630 654-8181 Apr19 | 47.70 |
| 10-5010-60-6020 | Gasoline & Oil - PD | DuPage County Public Works | 05/16/19 | 2019-9F | 11,065.06 |
| Total For Dept 5010 Police | | | | | 13,902.18 |
| Dept 6010 Public Works | | | | | |
| 10-6010-40-4032 | Safety Shoes - Just Apr19 | Red Wing Business Advantaç | 05/10/19 | 20190510030022 | 150.00 |
| 10-6010-40-4032 | Safety Shoes - Dave Apr19 | Red Wing Business Advantaç | 05/10/19 | 20190510030022 | 134.99 |
| 10-6010-40-4032 | Embroidery (2) PW Apr19 | Specialty Stitches | 05/02/19 | 11971 | 15.00 |
| 10-6010-50-5030 | Telephone PW Fax Apr19 | Call One | 05/15/19 | 630 654-8181 Apr19 | 47.40 |
| 10-6010-50-5030 | Telephone PW Phone Line Apr19 | Call One | 05/15/19 | 630 654-8181 Apr19 | 165.64 |
| 10-6010-50-5030 | Telephone PW Rustic Acres Apr19 | Call One | 05/15/19 | 630 654-8181 Apr19 | 47.70 |
| 10-6010-50-5030 | Telephone PW Apr19 | Call One | 05/15/19 | 630 654-8181 Apr19 | 665.96 |
| 10-6010-50-5054 | Repair Leaning Pole by Power lin | Rag's Electric | 04/30/19 | 22175 | 544.00 |
| 10-6010-50-5054 | Repair Street Lights Out Apr19 | Rag's Electric | 04/29/19 | 22172 | 1,485.12 |
| 10-6010-50-5054 | Andrew Ct. and Madison St. SL Re | Rag's Electric | 04/11/19 | 22055 | 6,360.16 |
| 10-6010-50-5055 | RR Xing Apr19 | COMED | 05/06/19 | 05-6-19 | 44.98 |
| 10-6010-50-5055 | Traffic Signal Maintenance Mar19 | Meade Electric Company, Ir | 05/02/19 | 688056 | 143.60 |
| 10-6010-50-5055 | Traffic Signal Maintenance Apr19 | Meade Electric Company, Ir | 05/06/19 | 688075 | 143.60 |
| 10-6010-50-5056 | Autumn Splendor Horse Chestnut 2 | West Central Municipal Cor | 04/30/19 | 0006784 | 602.00 |
| 10-6010-50-5065 | Street Lighting-Electric Apr19 | Dynegy Energy Services, LI | 05/01/19 | 196015419041 | 3,329.13 |
| 10-6010-50-5065 | 8552 Johnston Rd; SL Replace (In | Rag's Electric | 04/11/19 | 22054 | 6,360.16 |
| 10-6010-50-5065 | Chasemoor SL Electric Repairs Ma | Rag's Electric | 03/18/19 | 22128 | 5,422.24 |
| 10-6010-50-5095 | Facility Needs Assessment for PW | Legat Architects, Inc. | 04/30/19 | 51403 | 14,000.00 |
| 10-6010-50-5097 | Winter Tree Stump Grindings Apr1 | Desiderio Landscaping LLC | 04/30/19 | 9698 | 2,890.00 |
| 10-6010-50-5097 | Winter Tree Removals Apr19 | Desiderio Landscaping LLC | 04/30/19 | 9697 | 9,388.87 |
| 10-6010-50-5097 | Dawn Redeood - 2" | Doty Nurs West Central Municipal Cor | 04/30/19 | 0006784-IN | 1,080.00 |

UNJOURNALIZED
BOTH OPEN AND PAID

| GL Number | Invoice Line Desc | Vendor | Invoice Date | Invoice | Amount |
|---|------------------------------------|----------------------------|--------------|---------------------|------------|
| Fund 10 General Fund | | | | | |
| Dept 6010 Public Works | | | | | |
| 10-6010-50-5097 | Tulip Tree - 2" | West Central Municipal | Cor 04/30/19 | 0006784-IN | 1,200.00 |
| 10-6010-50-5097 | Triumph Elm - 2" | West Central Municipal | Cor 04/30/19 | 0006784-IN | 985.00 |
| 10-6010-50-5097 | Worpsidedon Sweet Gum - 1.5" | West Central Municipal | Cor 04/30/19 | 0006784-IN | 1,175.00 |
| 10-6010-50-5097 | Mountain Sentinel Quaking Aspe - | West Central Municipal | Cor 04/30/19 | 0006784-IN | 950.00 |
| 10-6010-50-5097 | Autumn Splendor Horse Chestnut 2 | West Central Municipal | Cor 04/30/19 | 0006784 | 602.00 |
| 10-6010-60-6010 | Quikrete Fastening Setting Concret | Home Depot Credit Services | 04/28/19 | 2022183 | 72.90 |
| 10-6010-60-6020 | Gasoline & Oil -PW | DuPage County Public Works | 05/16/19 | 2019-9F | 5,061.72 |
| 10-6010-60-6020 | Gasoline & Oil Apr19 | SuperFleet MasterCard | 04/26/19 | 04/26/19 | 75.00 |
| 10-6010-60-6043 | Autumn Splendor Horse Chestnut 2 | West Central Municipal | Cor 04/30/19 | 0006784 | 301.00 |
| 10-6010-60-6043 | Freight | West Central Municipal | Cor 04/30/19 | 0006784 | 200.00 |
| 10-6010-60-6050 | 20v Max Lithium Ion Cordless Apr | Home Depot Credit Services | 04/28/19 | 2022183 | 461.97 |
| Total For Dept 6010 Public Works | | | | | 64,105.14 |
| Dept 6020 Buildings & Grounds | | | | | |
| 10-6020-50-5052 | 50W MH Med Base lamp | Rag's Electric | 04/30/19 | 22129 | 135.00 |
| 10-6020-50-5052 | 50W Ballast | Rag's Electric | 04/30/19 | 22129 | 162.50 |
| 10-6020-50-5052 | CF 420TE/835 Lamps | Rag's Electric | 04/30/19 | 22129 | 21.00 |
| 10-6020-50-5052 | 65WBR30 Flood Lamps | Rag's Electric | 04/30/19 | 22129 | 9.96 |
| 10-6020-50-5052 | Labor JMN S.T. | Rag's Electric | 04/30/19 | 22129 | 1,152.00 |
| 10-6020-50-5052 | Service Truck | Rag's Electric | 04/30/19 | 22129 | 90.00 |
| 10-6020-50-5057 | E-GL5MFL07N2Z Flood Light | Rag's Electric | 04/30/19 | 22180 | 332.78 |
| 10-6020-50-5057 | Labor JMN S.T. | Rag's Electric | 04/30/19 | 22180 | 192.00 |
| 10-6020-50-5057 | Bucket Truck | Rag's Electric | 04/30/19 | 22180 | 80.00 |
| 10-6020-50-5057 | Spotlight Apr19 | Rag's Electric | 04/30/19 | 22163 | 163.78 |
| 10-6020-50-5057 | Blank Fixture Canopy Plate Apr19 | Rag's Electric | 04/30/19 | 22163 | 2.49 |
| 10-6020-50-5057 | Labor Apr19 | Rag's Electric | 04/30/19 | 22163 | 288.00 |
| 10-6020-50-5057 | Service Truck Apr19 | Rag's Electric | 04/30/19 | 22163 | 15.00 |
| 10-6020-50-5058 | Special Cleanings: Carpets & Fur | Eco-Clean Maintenance, Inc | 04/25/19 | 7790 | 3,010.00 |
| 10-6020-50-5080 | Windsor Aerator Apr19 | COMED | 05/06/19 | 05-06-19 | 73.63 |
| 10-6020-50-5080 | Lakewood Aerator Apr19 | COMED | 05/06/19 | 05/6/19 | 21.53 |
| 10-6020-50-5080 | Utilities - Village Hall Jan-Mar | DuPage County Public Works | 05/13/19 | 30506556-01 Apr19 | 75.52 |
| 10-6020-50-5080 | Utilities PD Jan to Mar19 | DuPage County Public Works | 05/13/19 | 30506969-01 Apr19 | 115.42 |
| 10-6020-50-5080 | Utilities - PW Apr19 | NICOR Gas | 01/31/09 | 22-94-44-0000 5 Apr | 412.32 |
| 10-6020-60-6010 | First Aid Supplies PD Mar19 | AUCA Western First Aid & S | 03/08/19 | ORD-000695 | 32.65 |
| 10-6020-60-6010 | Light Bulbs for PW & PD Apr19 | Industrial Electric Supply | 04/30/19 | 1164 | 627.24 |
| Total For Dept 6020 Buildings & Grounds | | | | | 7,012.82 |
| Total For Fund 10 General Fund | | | | | 100,280.10 |
| Fund 23 Hotel/Motel Tax Fund | | | | | |
| Dept 7030 Special Revenue Hotel/Motel | | | | | |
| 23-7030-50-5075 | Gateway Projects-Gateway Signs A | COMED | 05/03/19 | 05/03/2019 | 21.84 |
| 23-7030-50-5075 | Median Lighting Apr19 | COMED | 05/06/19 | May 6, 2019 | 39.07 |
| 23-7030-50-5075 | Entryway Sign Apr19 | COMED | 05/07/19 | 05/07/19 | 32.63 |
| 23-7030-50-5075 | Spring Prescribed Burn Apr19 | McGinty Bros. Inc. | 04/25/19 | 196413 | 1,790.00 |
| Total For Dept 7030 Special Revenue Hotel/Motel | | | | | 1,883.54 |
| Total For Fund 23 Hotel/Motel Tax Fund | | | | | 1,883.54 |
| Fund 51 Water Fund | | | | | |
| Dept 6030 Water Operations | | | | | |
| 51-6030-40-4032 | Safety Shoes - Lukas, Guth Apr19 | Red Wing Business Advantaç | 05/10/19 | 20190510030022 | 300.00 |
| 51-6030-50-5020 | (13) Coliform Samples Apr19 | Envirotest Perry Laboratc | 05/02/19 | 19-133790 | 117.00 |

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User: asullivan
DB: BURR RIDGE

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE
POST DATES 04/30/2019 - 04/30/2019

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UNJOURNALIZED
BOTH OPEN AND PAID

| GL Number | Invoice Line Desc | Vendor | Invoice Date | Invoice | Amount |
|--------------------------------------|----------------------------------|----------------------------|--------------|---------------------|------------|
| Fund 51 Water Fund | | | | | |
| Dept 6030 Water Operations | | | | | |
| 51-6030-50-5020 | Leak Detection, First Hour Rate | M.E. Simpson Co. Inc. | 04/30/19 | 33424 | 395.00 |
| 51-6030-50-5030 | Telephone Water Apr19 | Call One | 05/15/19 | 630 654-8181 Apr19 | 605.42 |
| 51-6030-50-5070 | Tollway Relocation Project Apr19 | Mackie Consultants, LLC | 05/14/19 | 63546 | 1,650.00 |
| 51-6030-50-5080 | Utilities- Well#4 Apr19 | COMED | 04/17/19 | 04/17/2019 | 772.70 |
| 51-6030-50-5080 | 2 M Tank Apr19 | COMED | 05/06/19 | 05/06/2019 | 128.53 |
| 51-6030-50-5080 | Well#5 Apr19 | COMED | 05/06/19 | 05-06-2019 | 130.75 |
| 51-6030-50-5080 | Well #1 Apr19 | COMED | 05/07/19 | May 7, 2019 | 463.37 |
| 51-6030-50-5080 | Utilities-Pump Center Apr19 | Dynegy Energy Services, LI | 04/08/19 | 310428719051 | 3,606.91 |
| 51-6030-50-5080 | Utilities - Pump Center Apr19 | NICOR Gas | 05/13/19 | 47-91-57-0000 0 Apr | 89.86 |
| 51-6030-60-6020 | Gasoline & Oil - Water Dept | DuPage County Public Works | 05/16/19 | 2019-9F | 2,864.57 |
| 51-6030-60-6070 | Water Purchases Apr19 | Village of Bedford Park | 05/06/19 | Meter 70028462 | 210,201.60 |
| 51-6030-70-7000 | SCBA AirHawk II, ADV 4000 w/Hard | Air One Equipment, Inc. | 05/03/19 | 143828 | 1,750.00 |
| Total For Dept 6030 Water Operations | | | | | 223,075.71 |
| Total For Fund 51 Water Fund | | | | | 223,075.71 |
| Fund 52 Sewer Fund | | | | | |
| Dept 6040 Sewer Operations | | | | | |
| 52-6040-40-4032 | Safety Shoes - TImmons Apr19 | Red Wing Business Advantaç | 05/10/19 | 20190510030022 | 150.00 |
| 52-6040-50-5030 | Telephone Sewer Apr19 | Call One | 05/15/19 | 630 654-8181 Apr19 | 65.96 |
| 52-6040-50-5080 | Chasemoor Lift Station Apr19 | COMED | 05/06/19 | May 06, 2019 | 303.09 |
| 52-6040-50-5080 | Arrowhead Lift Station Apr19 | COMED | 05/07/19 | May 07,2019 | 96.85 |
| 52-6040-50-5080 | Highland Fields Lift Station Apr | COMED | 05/07/19 | 05/07/2019 | 43.69 |
| Total For Dept 6040 Sewer Operations | | | | | 659.59 |
| Total For Fund 52 Sewer Fund | | | | | 659.59 |

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INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE

Page: 4/4

User: asullivan

POST DATES 04/30/2019 - 04/30/2019

DB: BURR RIDGE

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BOTH OPEN AND PAID

| GL Number | Invoice Line Desc | Vendor | Invoice Date | Invoice | Amount |
|--------------|-------------------|--------|--------------|------------------------------|------------|
| <hr/> | | | | | |
| Fund Totals: | | | | | |
| | | | | Fund 10 General Fund | 100,280.10 |
| | | | | Fund 23 Hotel/Motel Tax Fund | 1,883.54 |
| | | | | Fund 51 Water Fund | 223,075.71 |
| | | | | Fund 52 Sewer Fund | 659.59 |
| | | | | <hr/> | |
| | | | | Total For All Funds: | 325,898.94 |

ACCOUNTS PAYABLE APPROVAL REPORT

BOARD DATE: 05/28/19

PAYMENT DATE: 05/29/19

FISCAL 19-20

| FUND | FUND NAME | PAYABLE | TOTAL AMOUNT |
|------|------------------------|---------------|-----------------|
| 10 | General Fund | 31,659.78 | 31,659.78 |
| 23 | Hotel/Motel Tax Fund | 19,457.42 | 19,457.42 |
| 41 | Debt Service Fund | 59,700.00 | 59,700.00 |
| 51 | Water Fund | 2,562.58 | 2,562.58 |
| 52 | Sewer Fund | 50.94 | 50.94 |
| 61 | Information Technology | 7,894.50 | 7,894.50 |
| 71 | Police Pension Fund | 3,612.36 | 3,612.36 |
| | TOTAL ALL FUNDS | \$ 124,937.58 | \$ 124,937.58 |

PAYROLL

PAY PERIOD ENDING May 18, 2019

| | TOTAL |
|----------------------|---------------|
| | PAYROLL |
| Boards & Commissions | \$ 2,400.00 |
| Administration | 17,620.23 |
| Finance | 10,804.79 |
| Police | 107,801.97 |
| Public Works | 21,169.93 |
| Water | 28,044.23 |
| Sewer | 7,875.46 |
| TOTAL | 195,716.61 |
| GRAND TOTAL | \$ 320,654.19 |

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User: asullivan
DB: BURR RIDGE

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE
POST DATES 05/28/2019 - 05/28/2019

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UNJOURNALIZED
BOTH OPEN AND PAID

| GL Number | Invoice Line Desc | Vendor | Invoice Date | Invoice | Amount |
|--|----------------------------------|----------------------------|--------------|------------------|-----------|
| Fund 10 General Fund | | | | | |
| Dept 1010 Boards & Commissions | | | | | |
| 10-1010-40-4040 | Suburban Life Subscription May19 | Suburban Life Media | 05/06/19 | 05/31/2019 | 42.00 |
| 10-1010-60-6010 | Nameplates Walter/Grasso May19 | Gray Project Management LI | 05/09/19 | 3572 | 155.00 |
| 10-1010-80-8010 | Employee Anniversary Gifts May19 | Scribes, Inc | 05/08/19 | 54614 | 500.80 |
| Total For Dept 1010 Boards & Commissions | | | | | 697.80 |
| Dept 2010 Administration | | | | | |
| 10-2010-40-4042 | Reimburse Mileage to State Capit | Evan B. Walter | 05/08/19 | 5/8/19 | 211.70 |
| 10-2010-50-5075 | Plan Review Permit#19-077 May19 | B & F Construction Code Se | 05/02/19 | 51211 | 2,528.87 |
| 10-2010-50-5075 | Plumbing Plan Review Permit#19-0 | B & F Construction Code Se | 05/03/19 | 51235 | 200.00 |
| Total For Dept 2010 Administration | | | | | 2,940.57 |
| Dept 4010 Finance | | | | | |
| 10-4010-50-5040 | AP Checks May19 | Deluxe For Business | 05/21/19 | 00080307143 | 907.48 |
| Total For Dept 4010 Finance | | | | | 907.48 |
| Dept 4020 Central Services | | | | | |
| 10-4020-60-6010 | Kitchen Coffee Supplies PD May19 | Commercial Coffee Service, | 05/17/19 | 153474 | 59.80 |
| Total For Dept 4020 Central Services | | | | | 59.80 |
| Dept 5010 Police | | | | | |
| 10-5010-40-4040 | 2019-20 Membership Dues | Ill. Police Accreditation | 05/01/19 | May 1, 2019 | 100.00 |
| 10-5010-50-5050 | Monthly Maint for Radio Equipmen | J&L Electronic Service, Ir | 05/01/19 | 1002183 | 37.90 |
| 10-5010-50-5051 | Oil Change/Mount & Balance May19 | B & E Auto Repair Service | 05/21/19 | 134815 | 109.05 |
| 10-5010-50-5051 | Squad 1801 Oil & Filter Change M | Willowbrook Ford | 05/13/19 | 6298948/2 | 68.95 |
| 10-5010-50-5095 | (2) Local Rate Use May19 | Motorola Solutions, Inc. | 05/01/19 | 42048412019 | 68.00 |
| Total For Dept 5010 Police | | | | | 383.90 |
| Dept 6010 Public Works | | | | | |
| 10-6010-40-4032 | Uniform rentals/cleaning May19 | Breens Inc. | 05/07/19 | 382421 | 74.60 |
| 10-6010-40-4032 | Uniform rentals/cleaning May19 | Breens Inc. | 05/14/19 | 382579 | 74.60 |
| 10-6010-40-4040 | Renew Subscription Aug19 to Jul2 | American Public Works Assr | 05/06/19 | ID 159076 | 340.00 |
| 10-6010-40-4041 | Physical Pre-placement Exam Moul | Concentra Medical Centers | 05/06/19 | 1011539611 | 119.50 |
| 10-6010-40-4041 | Drug Test Jasiak, M May19 | First Advantage Occupatio | 05/01/19 | 2516791904 | 30.61 |
| 10-6010-40-4042 | Reimburse for Parking at MWRD me | David T. Preissig | 05/02/19 | 04/23/19 | 28.00 |
| 10-6010-40-4042 | Mileage for Travel PW to VH May1 | Preeti Goel | 05/17/19 | 05/17/2019 | 27.84 |
| 10-6010-50-5051 | Tire Repair Service '16 Ford Tru | Burr Ridge Car Care, Inc. | 05/14/19 | Work Order 51599 | 27.26 |
| 10-6010-50-5085 | Shop Towel rentals May19 | Breens Inc. | 05/07/19 | 382421 | 4.50 |
| 10-6010-50-5085 | Shop Towel rentals May19 | Breens Inc. | 05/14/19 | 382579 | 4.50 |
| 10-6010-50-5095 | Mosquito Abatement Services May1 | Clarke Environmental Mosq | 05/08/19 | 001005343 | 11,350.00 |
| 10-6010-50-5095 | Mosquito Abatement Services May1 | Clarke Environmental Mosq | 05/07/19 | 001005341 | 11,350.00 |
| 10-6010-50-5095 | Reimburse for two Culvert Pipes | Joe Wilczynski | 05/21/19 | 05/21/2019 | 756.00 |
| 10-6010-50-5097 | Grind (2) Stumps in Parkway May1 | Winkler's Tree Service, Ir | 05/01/19 | 111639 | 300.00 |
| 10-6010-60-6010 | Valve/Dual Lock/Blade Set/Geardr | Menards - Hodgkins | 05/06/19 | 24721 | 65.52 |
| 10-6010-60-6010 | JB Stick/Smart Straw May19 | Westown Auto Supply Co. Ir | 05/10/19 | 82222 | 19.41 |
| 10-6010-60-6041 | Lower R/S Tierod End May19 | Westown Auto Supply Co. Ir | 05/13/19 | 82245 | 106.43 |
| 10-6010-60-6042 | Scottsdale mailbox post | Menards - Hodgkins | 05/06/19 | 24720 | 134.95 |
| 10-6010-60-6042 | Elite post mount standards | Menards - Hodgkins | 05/06/19 | 24720 | 83.82 |
| 10-6010-60-6042 | 16' Cedar undercourse | Menards - Hodgkins | 05/06/19 | 24720 | 17.99 |
| 10-6010-60-6050 | Impact Socket Adapter | Menards - Hodgkins | 05/06/19 | 24721 | 3.49 |
| Total For Dept 6010 Public Works | | | | | 24,919.02 |
| Dept 6020 Buildings & Grounds | | | | | |
| 10-6020-50-5052 | VH repairs - Urinal/floor drain | Patrick B Murphy | 05/13/19 | 17951A | 1,190.00 |

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| GL Number | Invoice Line Desc | Vendor | Invoice Date | Invoice | Amount |
|---|--|----------------------------|--------------|------------------|-----------|
| Fund 10 General Fund | | | | | |
| Dept 6020 Buildings & Grounds | | | | | |
| 10-6020-50-5057 | Added Areas May19 | Desiderio Landscaping LLC | 05/01/19 | 9692 | 238.76 |
| 10-6020-50-5057 | Turf Weed Control and Fertilizer | Desiderio Landscaping LLC | 05/01/19 | 9692 | 36.29 |
| 10-6020-50-5057 | Utility and Park Sites May19 | Desiderio Landscaping LLC | 05/01/19 | 9692 | 124.46 |
| 10-6020-50-5058 | Mat rentals/PD May19 | Breens Inc. | 05/07/19 | 382416 | 6.00 |
| 10-6020-50-5058 | Mat rentals/PW May19 | Breens Inc. | 05/07/19 | 382416 | 20.50 |
| 10-6020-50-5058 | Mat rentals/PD May19 | Breens Inc. | 05/14/19 | 382574 | 6.00 |
| 10-6020-50-5058 | Mat rentals/PW May19 | Breens Inc. | 05/14/19 | 382574 | 20.50 |
| 10-6020-60-6010 | First Aid Supplies PW May19 | AUCA Western First Aid & S | 05/07/19 | ORD-001128 | 108.70 |
| Total For Dept 6020 Buildings & Grounds | | | | | 1,751.21 |
| Total For Fund 10 General Fund | | | | | 31,659.78 |
| Fund 23 Hotel/Motel Tax Fund | | | | | |
| Dept 7030 Special Revenue Hotel/Motel | | | | | |
| 23-7030-50-5069 | Added Areas May19 | Desiderio Landscaping LLC | 05/01/19 | 9692 | 1,081.53 |
| 23-7030-50-5069 | Roadside Mowing May19 | Desiderio Landscaping LLC | 05/01/19 | 9692 | 1,038.86 |
| 23-7030-50-5069 | Municipal Campus May19 | Desiderio Landscaping LLC | 05/01/19 | 9692 | 4,019.36 |
| 23-7030-50-5069 | Medians and Gateways May19 | Desiderio Landscaping LLC | 05/01/19 | 9692 | 4,148.33 |
| 23-7030-50-5069 | County Line Rd at I-55 May19 | Desiderio Landscaping LLC | 05/01/19 | 9692 | 1,003.81 |
| 23-7030-50-5069 | Spring & Fall Cleanup May19 | Desiderio Landscaping LLC | 05/01/19 | 9692 | 609.60 |
| 23-7030-50-5069 | Turf Weed Control and Fertilizer | Desiderio Landscaping LLC | 05/01/19 | 9692 | 1,402.08 |
| 23-7030-50-5069 | Utility and Park Sites May19 | Desiderio Landscaping LLC | 05/01/19 | 9692 | 753.85 |
| 23-7030-80-8050 | FY19-20 Annual Donation | Flagg Creek Heritage Socie | 05/14/19 | 05/14/19 | 2,500.00 |
| 23-7030-80-8050 | FY19-20 Dues - May19 | I&M Canal Natl Heritage Co | 05/01/19 | 05/01/19 | 2,900.00 |
| Total For Dept 7030 Special Revenue Hotel/Motel | | | | | 19,457.42 |
| Total For Fund 23 Hotel/Motel Tax Fund | | | | | 19,457.42 |
| Fund 41 Debt Service Fund | | | | | |
| Dept 4030 Debt Service | | | | | |
| 41-4030-80-8117 | Interest-Debt PD Facility FY19-2 US Bank | | 04/26/19 | 1397475 | 59,700.00 |
| Total For Dept 4030 Debt Service | | | | | 59,700.00 |
| Total For Fund 41 Debt Service Fund | | | | | 59,700.00 |
| Fund 51 Water Fund | | | | | |
| Dept 6030 Water Operations | | | | | |
| 51-6030-40-4032 | Uniform rentals/cleaning May 19 | Breens Inc. | 05/07/19 | 382421 | 81.88 |
| 51-6030-40-4032 | Uniform rentals/cleaning May19 | Breens Inc. | 05/14/19 | 382579 | 81.88 |
| 51-6030-50-5052 | Turf Weed Control and Fertilizer | Desiderio Landscaping LLC | 05/01/19 | 9692 | 36.29 |
| 51-6030-50-5052 | Utility and Park Sites May19 | Desiderio Landscaping LLC | 05/01/19 | 9692 | 390.30 |
| 51-6030-50-5080 | Utilities - Well #4 May19 | COMED | 05/16/19 | 0029127044 May19 | 556.23 |
| 51-6030-60-6040 | 6" 2-Bolt Macro Coupling, Romac | Underground Pipe & Valve C | 05/09/19 | 035471 | 678.00 |
| 51-6030-60-6040 | 8" 2-Bolt Macro Coupling, Romac | Underground Pipe & Valve C | 05/09/19 | 035471 | 738.00 |
| Total For Dept 6030 Water Operations | | | | | 2,562.58 |
| Total For Fund 51 Water Fund | | | | | 2,562.58 |
| Fund 52 Sewer Fund | | | | | |
| Dept 6040 Sewer Operations | | | | | |
| 52-6040-40-4032 | Uniform rentals/cleaning May19 | Breens Inc. | 05/07/19 | 382421 | 25.47 |
| 52-6040-40-4032 | Uniform rentals/cleaning May19 | Breens Inc. | 05/14/19 | 382579 | 25.47 |
| Total For Dept 6040 Sewer Operations | | | | | 50.94 |

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| GL Number | Invoice Line Desc | Vendor | Invoice Date | Invoice | Amount |
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| Fund 52 Sewer Fund | | | | | |
| Total For Fund 52 Sewer Fund | | | | | 50.94 |
| Fund 61 Information Technology Fund | | | | | |
| Dept 4040 Information Technology | | | | | |
| 61-4040-50-5061 | Nixie 360 May19 | Everbridge, Inc. | 05/20/19 | M42912 | 5,304.50 |
| 61-4040-50-5061 | FY19-20 Annual Support Cisco | National Tek Services, Inc | 05/01/19 | 5401 | 2,590.00 |
| Total For Dept 4040 Information Technology | | | | | 7,894.50 |
| Total For Fund 61 Information Technology Fund | | | | | 7,894.50 |
| Fund 71 Police Pension Fund | | | | | |
| Dept 4050 Police Pension | | | | | |
| 71-4050-50-5063 | Annual Filing Fee- Pol Pension | Illinois Dept. of Insurance | 05/07/19 | G50858 | 3,612.36 |
| Total For Dept 4050 Police Pension | | | | | 3,612.36 |
| Total For Fund 71 Police Pension Fund | | | | | 3,612.36 |

| GL Number | Invoice Line Desc | Vendor | Invoice Date | Invoice | Amount |
|----------------------|-------------------|--------|----------------------------------|---------|------------|
| Fund Totals: | | | | | |
| | | | Fund 10 General Fund | | 31,659.78 |
| | | | Fund 23 Hotel/Motel Tax Fund | | 19,457.42 |
| | | | Fund 41 Debt Service Fund | | 59,700.00 |
| | | | Fund 51 Water Fund | | 2,562.58 |
| | | | Fund 52 Sewer Fund | | 50.94 |
| | | | Fund 61 Information Technology F | | 7,894.50 |
| | | | Fund 71 Police Pension Fund | | 3,612.36 |
| Total For All Funds: | | | | | 124,937.58 |