

REGULAR MEETING MAYOR & BOARD OF TRUSTEES VILLAGE OF BURR RIDGE

AGENDA

November 25, 2019 7:00 P.M.

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

- Boy Scout Troop 69 from St. Helena's Church

2. ROLL CALL

3. PRESENTATIONS AND PUBLIC HEARINGS

A. <u>Public Hearing – Amendment to Annexation Agreement (SAIA – 15W460</u> <u>North Frontage Road)</u>

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, discussed by the Board, opened for public comment, and voted upon during this meeting.

5. MINUTES

- A. <u>* Approval of Regular Board Meeting of November 11, 2019</u>
- B. <u>* Approval of Special Town Hall Meeting of October 21, 2019</u>
- C. <u>* Receive and File Stormwater Committee Meeting of November 12, 2019</u>
- D. <u>* Receive and File Pathway Commission Meeting of November 14, 2019</u>
- E. <u>* Receive and File Plan Commission Meeting of November 18, 2019</u>

6. ORDINANCES

A. <u>Approval of an Ordinance Authorizing Amendment to Annexation</u> <u>Agreement (SAIA – 15W460 North Frontage Road)</u>

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. **B.** <u>* Approval of An Ordinance Amending Various Sections of the Burr Ridge</u> <u>Zoning Ordinance to Prohibit the Location of Cannabis Business</u> <u>Establishments Within the Village of Burr Ridge</u>

7. **RESOLUTIONS**

A. Consideration of Resolution Censuring Trustee Zachary Mottl

8. CONSIDERATIONS

- A. <u>Continued Discussion of Home Rule</u>
- B. <u>* Consideration of Request for Helicopter Landing at Village Center</u>
- C. <u>* Approval of Recommendation for Village Administrator to Hire a Part Time</u> <u>Clerk in the Administration Department</u>
- D. <u>* Approval of Employment Training Agreement for Police Officer Hemza</u> Shaibi
- E. <u>* Approval of Plan Commission Recommendation to Appoint Barry Irwin as</u> <u>Vice Chairperson of the Plan Commission for a One-Year Term Expiring</u> <u>November 18, 2020</u>
- F. <u>* Approval of Recommendation to Award Contract for Janitorial Services at</u> <u>Village Facilities for a Six-Month Renewal Term to Eco Clean Maintenance,</u> <u>Inc. of Elmhurst, Illinois</u>
- **G.** <u>* Approval of Recommendation to Award Contract for the Purchase of</u> <u>Blended Liquid Chlorides to K-Tech Specialty Coatings, Inc. of Ashley, IN,</u> <u>in the amount of \$11,868.00</u>
- H. <u>* Approval of Vendor List Dated November 25, 2019 in the Amount of</u> <u>\$357,793.51 for all Funds, plus \$189,653.18 for Payroll for the Period</u> <u>Ending November 16, 2019, for a Grand Total of \$547,446.69, Which</u> <u>Includes Special Expenditures of \$10,000.00 to Raucci & Sullivan</u> <u>Strategics for Sterigenics Lobbyist Representative; \$22,641.14 to Patrick</u> <u>Engineering for the Burr Ridge Parkway Paving Project; and \$15,097.50 to</u> <u>Mackie Consultants for Water Main Interconnection</u>

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 November 25, 2019
DATE: November 21, 2019

3. A. <u>Public Hearing Amendment to SAIA Annexation Agreement</u>

This public hearing was continued from the November 11, 2019 Board Meeting. Representatives of SAIA have requested a public hearing to consider an amendment to their existing annexation agreement to permit the construction of an electric fence on their property located at 15W460 North Frontage Road. SAIA is requesting an electric fence to further mitigate the possibility of crime occurring on their property. If permitted to construct an electric fence, it would be located approximately 6-12 inches behind the existing chain link fence on the subject property surrounding the entire truck terminal. The original annexation agreement for the property at large was approved in 2010 and amended in 2015 to add certain landscape screening requirements. All elements of the agreement have been properly followed by the petitioner to date.

A representative of the electric fence manufacturer will be present at the public hearing to answer questions about the technical nature of their product. Maps regarding the proposed location of the electric fence and technical specifications about the fence are included in the Board packet.

6. ORDINANCES

A. <u>Amend Annexation Agreement - SAIA</u>

This ordinance would permit the amendment of the annexation agreement for SAIA at 15W460 North Frontage Road. This agenda item will be initially considered under agenda item 3A.

<u>It is our recommendation:</u> That the Board approves the Ordinance amending the Annexation Agreement.

B. <u>Prohibit Recreational Cannabis Businesses in Burr Ridge</u>

Please find attached an ordinance amending the Zoning Ordinance to prohibit recreational cannabis businesses. Please also find a letter from the Plan Commission recommending approval of amendments to the Zoning Ordinance prohibiting recreational cannabis businesses.

The Plan Commission held a public hearing on November 18, 2019. The Plan

Commission agreed with the direction of the Board with no opposing statements made otherwise. No residents objected to the decision of the Plan Commission.

It is our recommendation: That the ordinance be approved.

7. **RESOLUTIONS**

A. <u>Censure of Trustee</u>

As directed by Mayor Grasso, attached is a Resolution Censuring Trustee Zachary Mottl.

8. CONSIDERATIONS

A. <u>Discussion of Home Rule</u>

Attached is a report prepared by staff primarily in response to our November 5 Home Rule Workshop. At that workshop, the Board asked for additional revenue information pertaining to home rule. As context for responding to the home rule questions, staff has also prepared a "2040 Draft Financial Plan" that outlines the major financial challenges facing the Village.

Page one of the report is a synopsis of the findings of the report. The remaining pages provide background data and information. The findings of the report are as follows:

- There are three financial challenges facing the Village in the foreseeable future: (1) the Police Pension Fund, (2) Capital Improvement Fund Annual Road Program; and (3) the Equipment Replacement Fund.
- To address these challenges, the following polices are recommended:
 - In addition to the State mandated minimum, make an annual \$100,000 contribution to the Police Pension Fund.
 - Find an annual source of revenue of \$350,000 per year to dedicate to the Capital Improvement Fund Annual Road Program.
 - Find an annual source of revenue of \$150,000 per year to dedicate to the Equipment Replacement Fund.
- In regards to home rule, the Village has the opportunities to achieve these goals without home rule, but home rule would provide greater financial flexibility and opportunities to achieve the goals.

The report focuses on the financial differences between home rule and nonhome rule and achieving the 2040 draft financial goals. Other aspects of home rule consideration include:

• Home rule provides for greater regulatory authority. For example, Willowbrook was able to consider eminent domain to address the Sterigenics issue because they had adopted home rule.

• Home rule would allow 100% of hotel taxes to be used for any Village purpose. This would allow the Village to make cuts to the hotel budget (e.g. marketing, events, etc.) and use those funds to pay for essential services in a period of recession or other need.

Mayor Grasso has also suggested that if home rule is adopted by the voters, the Village should pass Ordinances requiring additional public notices and Board meetings before voting on a home rule tax. A similar approach was used by Downers Grove when they became home rule.

It is our recommendation: That the Board review the report and provide direction as determined appropriate.

B. <u>Helicopter Landing at Village Center</u>

Please find attached a letter from the owner of the Burr Ridge Village Center requesting approval to permit a helicopter landing at the Village Center. As per Ordinance #213 (adopted in 1974), helicopters are prohibited from landing in a residential area of the Village. While the Village Center is zoned for business use, it is a mixed use development that includes residences.

The Village Center management has provided a Certificate of Insurance with the Village being named and has provided a Hold Harmless Agreement. Staff has reviewed this request with our liability insurance provider (IRMA) who has indicated these documents are sufficient to cover any liability that may be claimed against the Village.

It is our recommendation: That the Board approve said request.

C. <u>Hire Part Time Clerk in Administration Department</u>

The Village Board recently approved a full time Records Clerk position in the Police Department to replace two, part time positions. The Police Department is in the process of filling that full time position.

Of the two, part time positions, one position was vacant and the other was filled by Cathy Rothbard. Cathy is a long-time Village employee and was offered the full time position. For a variety of reasons, she did not accept the full time position.

Concurrently, the Administration Department was preparing to request the creation of a new part time position for fiscal year 2020-21. The part time position in the Administration Department would primarily be a records clerk (i.e. maintaining documents in our document management software) but also handle other specific projects and duties as assigned as capacity allows. At this time, staff is recommending that the Village Board authorize adding a part time clerk position in the Administration Department. If approved, that position would be offered to Ms. Rothbard (who has tentatively accepted the position if the position is authorized by the Board).

Since 2002, records management for the Village has used a software program called Laserfiche. Documents are scanned and organized into this records maintenance and retrieval software. Laserfiche is a valuable tool as it allows easy and secure access to Ordinances, Resolutions, Minutes, Agreements, Agendas, etc. However, it has been a challenge for staff to scan and manage all Village records, and there remains a backload of documents that need to be scanned. Additionally, scanning takes one of our Village Hall front office staff away from the phones and front counter which impacts service to the public. Based on current salary and the part time limit of 1,000 hours per year, the full annualized employment cost of this position is \$17,886.

This request is being made at this time rather than waiting for the budget cycle as we have an opportunity to transfer a current employee who is fully trained in the duties of the position and has proven herself as a trusted and valued employee.

It is our recommendation: position. That the Board authorize creation of the

D. Employment Training Agreement for Patrol Officer Hemza Shaibi

The Village has had a standard Employment Training Agreement for the past several years that each Police Officer signs at the start of employment. The Village Attorney has recommended that this agreement be approved by the Village Board and signed by the Mayor. Attached is the Training Agreement signed by new Patrol Officer Hemza Shaibi.

It is our recommendation: That the Employment Training Agreement for Patrol Officer Hemza Shaibi be approved and that the Mayor be directed to sign the Agreement.

E. Appoint Vice Chairperson of the Plan Commission

At its November 18, 2019 meeting, the Plan Commission approved a motion recommending the appointment of Commissioner Barry Irwin as Vice Chairperson of the Plan Commission for a one-year term expiring November 18, 2020. This is a rotating position whose only responsibility is to chair meetings in the absence of the Chairman.

It is our recommendation: That that the Board concurs with the Plan Commission and approve the appointment.

F. <u>Contract for Janitorial Services at Village Facilities</u>

The cleaning and janitorial services contract for our three Village facilities expires on December 31, 2019. This contract includes routine schedules for cleaning the Village Hall, Police Station, and Public Works facilities. The initial term of the service contract was awarded by the Village Board for the 2017

calendar year to the lowest responsible bidder, Eco Clean Maintenance, Inc., of Elmhurst, Illinois. Subsequent renewal terms were awarded by the Board for the 2018 and 2019 calendar years.

The Department of Public Works, in consultation with the Administration and Police Departments, will be soliciting bids for a revised scope of cleaning and janitorial services at a later time for our three Village facilities. Proposed scope improvements will include revised performance standards and requirements for recycling materials. Therefore, the Village proposes to renew the contract for a period of only 6-months so that bids for the revised scope of work can be solicited this Spring.

The existing contract provides the option for renewals at the Village's discretion, with rates adjusted by the Chicago Area Consumer Price Index (CPI). In the attached letter, Eco Clean Maintenance, Inc., has agreed to 6-month renewal through June 30, 2020, at an allowable CPI increase of 1.8 percent (1.8%). Therefore, the 6-month renewal contract amount would not exceed \$14,200, which is within current budgetary allocations for these services.

It is our recommendation: That a 6-month contract renewal for Cleaning and Janitorial Services be awarded to Eco Clean Maintenance, Inc., of Elmhurst, Illinois, in the amount of \$14,200, for the term expiring June 30, 2020.

G. <u>Purchase of Blended Liquid Chlorides</u>

The Department of Public Works has fully incorporated liquid chlorides into its snow and ice control operations. Liquid chlorides can pre-wet the rock salt during a snow or ice event to increase its effectiveness on the roadway at colder temperatures, as well as be used for anti-icing by applying the liquid to the pavement before an event that inhibits the development of bonded ice. Overall, liquid chlorides reduce the use of solid rock salt while maintaining roads in the best conditions possible, which reduces operational costs as well as environmental impacts.

The DuPage County Division of Transportation has competitively bid for liquid chloride blends and has selected KTech Specialty Coatings, Inc., of Ashley, Indiana, as its supplier this winter season. The County has used this supplier and its Beet Heat liquid chloride blends over the past two winter seasons with good results. The Illinois Tollway and several neighboring municipalities also utilize the Beet Heat product from this same supplier for their blended liquid chloride in their winter operations.

Therefore, the Village solicited directly from KTech Specialty Coatings, Inc. to receive the best available pricing as that offered to the DuPage County bid, which is shown on the attached 2019-2020 Price Quote. The Public Works truckload unit price, for a total amount of \$11,868.00. This amount is \$132.00 less than the FY19-20 budget for this line item purchase.

It is our recommendation: That the Village Board award the blended liquid chlorides purchase contract to KTech Specialty Coatings, Inc., of Ashley, Indiana, in the amount of \$11,868.00.

H. Vendor List of November 25, 2019

Attached is the vendor list dated November 25, 2019 in the amount of \$357,793.51 for all funds, plus \$189,653.18 for payroll for the period ending November 16, 2019, for a grand total of \$547,446.69, which includes special expenditures of \$10,000.00 to Raucci & Sullivan Strategics for Sterigenics lobbyist representative; \$22,641.14 to Patrick Engineering for the Burr Ridge Parkway paving project; and \$15,097.50 to Mackie Consultants for water main interconnection.

It is our recommendation: That the November 25, 2019 vendor list be approved.

LEGAL NOTICE

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the corporate authorities of the Village of Burr Ridge,

DuPage and Cook Counties, Illinois, will hold a public hearing at 7:00 p.m. on Monday, November

11, 2019 at the Village Hall, located at 7660 County Line Road, Burr Ridge, Illinois, to consider an

additional amendment to an annexation agreement for the property commonly known as 15W460

North Frontage Road, Burr Ridge, Illinois, and legally described as:

THAT PART OF THE WEST 1/2 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE NORTHWEST ¼ OF SAID SECTION 25 AND THE NORTH LINE OF ROUTE 66 AS RECORDED JULY 24, 1947 AS DOCUMENT 525676; THENCE NORTHERLY ON SAID EAST LINE 538.40 FEET TO THE NORTH LINE OF THE SOUTH ½ OF THE SOUTH EAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 25; THENCE WESTERLY ALONG THE LAST SAID LINE 1,314.18 FEET TO THE WEST LINE OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 25; THENCE SOUTH ALONG THE LAST SAID LINE 664.66 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 25: THENCE NORTH 89° 57' 50" EAST ON THE NORTH LINE OF SAID SOUTHWEST 1/4, 11.0 FEET; THENCE SOUTH 1° 48' 27" WEST 61.58 FEET; THENCE SOUTH 28° 03' 30" EAST 461.66 FEET TO THE POINT IN THE NORTH LINE OF SAID ROUTE 66, SAID POINT BEING 1,241.26 FEET SOUTHWESTERLY FROM THE POINT OF BEGINNING, AS MEASURED ON SAID RIGHT OF WAY LINE; THENCE NORTHEASTERLY ON SAID NORTH RIGHT OF WAY LINE 1,241.26 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

(Permanent Index Numbers: 09-25-109-003 and 09-25-301-005)

pursuant to Section 11-15.1-3 of the Illinois Municipal Code (65 ILCS 5/11-15.1-3). Said

amendment contains provisions relating to, but not limited to, the placement of an electric fence on

the property.

A copy of the proposed amendment to the annexation agreement shall be on file and available

for public inspection during normal business hours from and after November 4, 2019, in the office of

the Village Hall, 7660 County Line Road, Burr Ridge, Illinois, 60527.

All persons appearing at said public hearing will be given an opportunity to be heard at the 867277_1

aforesaid public hearing. Such public hearing may be continued from time to time by the Corporate Authorities of the Village of Burr Ridge without further notice, except as may be required by the Illinois Open Meetings Act.

BY ORDER OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF BURR RIDGE, DUPAGE AND COOK COUNTIES, ILLINOIS.

/s/ Karen Thomas VILLAGE CLERK

REGULAR MEETING MAYOR AND BOARD OF TRUSTEES VILLAGE OF BURR RIDGE

November 11, 2019

CALL TO ORDER The Regular Meeting of the Mayor and Board of Trustees of November 11, 2019 was held in the Meeting Room of the Village Hall, 7660 County Line Road, Burr Ridge, Illinois and called to order at 7:00 p.m. by Mayor Gary Grasso.

PLEDGE OF ALLEGIANCE Pledge of Allegiance led by Laila Malik, Gower West School

<u>ROLL CALL</u> was taken by Deputy Village Clerk Evan Walter and the results denoted the following present: Trustees Franzese, Schiappa, Paveza, Snyder, Mital, Mottl and Mayor Grasso. Also present were Chief John Madden, Deputy Chief Marc Loftus, Assistant Village Administrator Evan Walter, Finance Director Jerry Sapp, Assistant Finance Director Amy Nelson, Public Works Director Dave Preissig, and Village Attorney Mike Durkin.

PRESENTATIONS AND PUBLIC HEARINGS

Acknowledgement of 30 Years of Service to the Village by Police Chief John Madden Mayor Grasso read the Resolution.

Acknowledgement of 25 Years of Service to the Village by Sergeant Luke Vulpo Mayor Grasso read the Resolution.

<u>PUBLIC HEARING – AMENDMENT TO ANNEXATION AGREEMENT</u> (SAIA – 15W460 NORTH FRONTAGE ROAD)

<u>CALL TO ORDER</u> The Public Hearing of the Mayor and Board of Trustees for the Amendment to Annexation Agreement was called to order by Mayor Grasso at 7:07 P.M. with the same Trustees in attendance as immediately preceding the Public Hearing.

Village Administrator requested the Public Hearing be continued until the November 25, 2019 Board Meeting.

<u>Motion</u> was made by Trustee Mottl and seconded by Trustee Paveza to continue the Amendment to the Annexation Agreement (SAIA – 15W460 North Frontage Road) Public Hearing until November 25, 2019. The Public Hearing was continued at 7:08 P.M.

The Motion was approved by unanimous voice vote of the Board of Trustees.

<u>CONSENT AGENDA – OMNIBUS VOTE</u> After reading the Consent Agenda by Mayor Gary Grasso, motion was made by Trustee Schiappa and seconded by Trustee Snyder that the Consent Agenda – Omnibus Vote (attached as Exhibit A), (except 6 A) and the recommendations indicated for each respective item, be hereby approved.

The Motion was approved by unanimous voice vote of the Board of Trustees.

APPROVAL OF REGULAR BOARD MEETING MINUTES OF OCTOBER 14, 2019 were

approved for publication under the Consent Agenda by Omnibus Vote.

APPROVALOFSPECIALBOARDMEETING/HOMERULEWORKSHOPOFNOVEMBER 5, 2019were approved for publication under the Consent Agenda by Omnibus Vote.

RECEIVE AND FILE VETERANS MEMORIAL MEETING MINUTES OF SEPTEMBER 25, 2019 were noted as received and filed, under the Consent Agenda by Omnibus Vote.

<u>RECEIVE AND FILE PLAN COMMISSION MEETING MINUTES OF NOVEMBER 4, 2019</u> were noted as received and filed, under the Consent Agenda by Omnibus Vote.

RECEIVE AND FILE ECONOMIC DEVELOPMENT COMMITTEE MEETING MINUTES OF NOVEMBER 6, 2019 were noted as received and filed, under the Consent Agenda by Omnibus Vote.

APPROVAL OF AN ORDINANCE AMENDING SECTION VIII.B.2.w OF THE BURR RIDGE ZONING ORDINANCE TO ADD "BIRTHING CENTER" AS A SPECIAL USE IN THE B-1 BUSINESS DISTRICT (Z-07-2019: TEXT AMENDMENT – BIRTHING CENTER) the Board, under Consent Agenda by Omnibus Vote, approved the Ordinance. THIS IS ORDINANCE NO. A-834-14-19

APPROVAL OF AN ORDINANCE GRANTING A SPECIAL USE FOR A BIRTHING CENTER IN A B-1 BUSINESS DISTRICT (Z-07-2019: 7000 COUNTY LINE ROAD – WIEGAND) the Board, under Consent Agenda by Omnibus Vote, approved the Ordinance. THIS IS ORDINANCE NO. A-834-15-19

ADOPTION OF RESOLUTION RECOGNIZING 30 YEARS OF SERVICE TO THE VILLAGE OF BURR RIDGE POLICE CHIEF JOHN MADDEN the Board, under Consent Agenda by Omnibus Vote Adopted the Resolution. THIS IS RESOLUTION NO. R-32-19

ADOPTION OF RESOLUTION RECOGNIZING 25 YEARS OF SERVICE TO THE VILLAGE OF BURR RIDGE SERGEANT LUKE VULPO the Board, under Consent Agenda by Omnibus Vote Adopted the Resolution. THIS IS RESOLUTION NO. R-33-19

ADOPTION OF RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BURR RIDGE AND COOK COUNTY FOR

<u>THE PROVISION OF ENVIRONMENTAL HEALTH INSPECTION SERVICES</u> the Board, under Consent Agenda by Omnibus Vote Adopted the Resolution. THIS IS RESOLUTION NO. R-34-19

ACKNOWLEDGEMENT OF WITHDRAWAL OF PLAN COMMISSION PETITION (Z-16-2019; 7500 HAMILTON – MOSKAL) the Board, under Consent Agenda by Omnibus Vote Acknowledged the Withdrawal

APPROVAL OF RECOMMENDATION TO AWARD CONTRACT FOR UNDERGROUNDBORING FOR FIBER LINK CONNECTION TO PIRTANO CONSTRUCTION IN THEAMOUNT OF \$6,800the Board, under Consent Agenda by Omnibus Vote Awarded theContract.

APPROVAL OF RECOMMENDATION TO AWARD CHANGE ORDERS AND RELEASE RETAINAGE FOR THE COUNTY LINE ROAD AT DEER PATH TRAIL STORM SEWER IMPROVEMENT PROJECT TO UNIQUE PLUMBING CO., INC., OF BROOKFIELD, ILLINOIS, FOR THE FINAL CONTRACT AMOUNT OF \$290,046.10 the Board, under Consent Agenda by Omnibus Vote Approved the Recommendation

APPROVALOFREQUESTFROMAGINGCARECONNECTIONSFORANNUALDONATIONTOPROVIDESUPPORTANDSERVICESTOBURRRIDGECOOKCOUNTY RESIDENTSthe Board, under Consent Agenda, approved the Request.

APPROVAL OF VENDOR LIST DATED OCTOBER 28, 2019 IN THE AMOUNT OF \$756,577.41 FOR ALL FUNDS, PLUS \$375,601.05 FOR PAYROLL, FOR A GRAND TOTAL OF \$1,132,178.46 WHICH INCLUDES SPECIAL EXPENDITURES OF \$37,560.00 TO CURRIE MOTORS FOR A 2020 FORD UTILITY POLICE VEHICLE; \$21,346.72 TO DESIDERIO LANDSCAPING FOR TREE REMOVAL; \$22,904.50 TO PATRICK ENGINEERING FOR PHASE 3 OF BURR RIDGE PARKWAY PROJECT; \$101,851.94 TO JX TRUCK CENTER FOR A PETERBILT TRUCK; \$44,484.17 TO UNIOUE PLUMBING FOR THE COUNTY LINE ROAD AND DEER PATH STORMWATER PROJECT; AND \$410,417.46 TO CECCHIN PLUMBING & HEATING FOR WATERMAIN REPLACEMENT The Board, under Consent Agenda by Omnibus Vote, approved the Vendor List for the period ending October 28, 2019 in the amount of \$756,577.41 for all funds, plus \$375,601.05 for payroll for the period ending October 5 & October 19, 2019, for a grand total of \$1,132,178.46 which includes special expenditures of \$37,560.00 to Currie Motors for a 2020 Ford utility police vehicle; \$21,346.72 to Desiderio Landscaping for tree removal; \$22,904.50 to Patrick Engineering for phase 3 of Burr Ridge Parkway project; \$101,851.94 to JX Truck Center for a Peterbilt truck; \$44,484.17 to Unique Plumbing for the County Line Road and Deer Path Stormwater project; and \$410,417.46 to Cecchin Plumbing & Heating for Water Main Replacement.

APPROVAL OF VENDOR LIST DATED NOVEMBER 11, 2019 IN THE AMOUNT OF \$213,156.48 FOR ALL FUNDS, PLUS \$186,392.49 FOR PAYROLL, FOR A GRAND TOTAL OF \$399,548.97 WHICH INCLUDES SPECIAL EXPENDITURES OF \$24,115.00 TO KRAMER TREE SPECIALISTS FOR FALL BRUSH PICK UP; \$55,343.60 TO ORANGE CRUSH LLC FOR THE 2019 ROAD PROGRAM; AND \$30,168.55 TO THOMAS ENGINEERING GROUP FOR 2019 AND 2020 WATER MAIN REPLACEMENT

PROJECTS The Board, under Consent Agenda by Omnibus Vote, approved the Vendor List for the period ending November 11, 2019 in the amount of \$213,156.48 for all Funds, plus \$186,392.49 for Payroll for the period ending November 2, 2019, for a Grand Total of \$399,548.97 which includes Special Expenditures of \$24,115.00 to Kramer Tree Specialists for Fall Brush Pick up; \$55,343.60 to Orange Crush LLC for the 2019 Road Program; and \$30,168.55 to Thomas Engineering Group for 2019 and 2020 Water Main Replacement Projects.

APPROVAL OF ORDINANCE GRANTING AN AMENDMENT TO PLANNED UNIT DEVELOPMENT ORDINANCE #A-834-25-05 TO AMEND THE APPROVED FAÇADE ELEVATION OF THE SUBJECT PROPERTY (Z-17-2019; 582 VILLAGE CENTER DRIVE

<u>– HASSAN</u> Trustee Mottl requested this item be removed from the Consent Agenda in order to recuse himself from the Vote. His campaign received donations from the Village Center and he does not want any appearance of impropriety in voting for something that may be perceived in benefitting a donor.

Motion was made by Trustee Paveza and seconded by Trustee Snyder to Approve the Ordinance.

On Roll Call, Vote Was:

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

NAYS: 0 - None

ABSENT: 0 - None

There being five affirmative votes the motion carried.

THIS IS ORDINANCE NO. A-834-16-19

PRESENTATION OF PROPOSED 2019 TAX LEVY Village Administrator Doug Pollock introduced Finance Director Jerry Sapp to present the 2019 Tax Levy. Mr. Sapp explained the Tax Levy is the initial step in the annual Budget process. It is proposed in November and Adopted in December with a Public Hearing and An Ordinance. The Levy is collected by the County Assessor in 2020 and received by the Village for the Fiscal Year 2020/2021 Budget.

The Tax Levy is comprised of three separate levies. The Corporate Levy and the Police Protection Levy are general fund revenues that are used for general Governmental and Police services. Police Pension Levy is the Employer contribution to the Police Pension Fund.

Under the Illinois Tax Levy Cap the first step is to estimate the Equalized Assessed Valuation and then calculate the limiting rate under the tax cap. The limiting rate is applied to the estimated EAV

to determine the dollars available for the Tax Levy. The Police Pension Levy is allocated per statutory requirement and the remaining dollars are applied to the Corporate and Police Levy. To estimate the Equalized Assessed Valuation, the 2018 Actual Levy of \$1.2 billion is increased by 2% for existing value and 4% increase for new construction. The 2019 estimated EAV is \$1,272,136,748. The Limiting Rate Under the Tax Cap formula is provided by the Counties. It allows taxing districts to receive a limited inflationary increase in taxes on existing property and also an additional amount for any new construction. This year's limiting rate is .1017, which equals ten cents of every \$100 of EAV, for a total of \$1,293,764. Sixty percent, or \$778,097, is allocated to the Police Pension Fund and the remaining amount is allocated to General Fund Revenues. This is an increase of \$72,034, or 5.90%. The Village tax levy represents less than 2% of every tax dollar on the residents' tax bill.

The next step is to hold a Public Hearing under the "Truth in Taxation" Law which will be on Monday, December 9, 2019. It is Mr. Sapp's recommendation that the proposed Tax Levy be accepted and that Staff prepare the necessary notice for the Public Hearing.

Trustee Mottl requested clarification that the Village is receiving as much money in the Levy as before, not actually reducing the Levy. Mr. Sapp confirmed that is correct.

Mayor Grasso questioned if the Tax Levy could be perceived as the Village raising taxes even though the County dictates the Tax Rate. Mr. Sapp explained although more money will be received, the Tax Rate on an individual tax payer decreased.

Village Administrator Doug Pollock clarified that the increase in the total levy that the Village realizes is primarily due to new growth.

Village Attorney Mike Durkin explained that under the Truth in Taxation Law the Village Board is required to estimate the tax levy at least twenty days prior to adopting the Tax Levy Ordinance.

<u>Motion</u> was made by Trustee Franzese and seconded by Trustee Snyder to approve the Estimated Tax Levy in the amount of \$1,293,764 and to direct Staff to prepare a Notice of Public Hearing.

On Roll Call, Vote Was:AYES:6 – Trustees Franzese, Snyder, Schiappa, Paveza, Mital, MottlNAYS:0 – NoneABSENT:0 – NoneThere being six affirmative votes the motion carried.

CONSIDERATION OF PLAN COMMISSION RECOMMENDATION FOR SPECIAL USE APPROVAL FOR AUTOMOBILE SALES, RENTAL, AND SERVICE (Z-20-2019; 16W260

<u> 83^{RD} STREET – ODEH</u>) Village Administrator Doug Pollock explained Staff is still investigating some of the conditions of the Recommendation by the Plan Commission and are asking for this to be tabled to a future meeting.

<u>Motion</u> was made by Trustee Snyder and seconded by Trustee Mital to table this discussion to a future meeting.

The Motion was approved by unanimous voice vote of the Board of Trustees.

DISCUSSION OF NEW BUSINESS GRAND OPENING BANNER PROGRAM Assistant Village Administrator Evan Walter explained the Economic Development Committee is recommending the Village create a New Business Banner Program to enhance new businesses coming to the Village. Bannerville USA would create and donate a 2x5 foot vinyl banner to be erected on the property of a new business in exchange for being allowed to include a pamphlet in the packet the Village provides all new businesses. Staff would set up the banner on a set of posts or to the building itself, as well as work with the business owner to take down the banner within 14 days. There is no cost to the Village aside from Staff time.

Trustee Paveza questioned if the sign is big enough to announce the opening of a new business. Mr. Walter explained this was a standard size and the next size up would be too large for Village sign rules.

Trustee Franzese supports this idea to help new businesses and to welcome them to the community.

<u>Motion</u> was made by Trustee Schiappa and seconded by Trustee Mottl to approve the Grand Opening Banner Program.

Trustee Snyder questioned if something could be posted on the website allowing new businesses to see their banner and the Village welcoming them. Mr. Walter stated pictures will be taken of the banners to publish on the Village's website.

The Motion was approved by unanimous voice vote of the Board of Trustees.

<u>PUBLIC COMMENTS</u> There were none.

<u>REPORTS AND COMMUNICATIONS FROM VILLAGE OFFICIALS</u> Trustee Paveza announced the Secretary of State will be at the Village Hall on Wednesday, November 13, 2019. Mayor Grasso stated that the Real ID cannot be obtained at the Village Hall.

Trustee Franzese mentioned Jingle Mingle is Friday, November 15, 2019. Mayor Grasso stated it begins at 5:30 until 7:30 with the parade at 6:30.

Mayor Grasso announced an EDC event at the Hampton Social beginning at 3:00 P.M. until 6:00 P.M. Tuesday, November 12, 2019.

Mayor Grasso said Veterans Day was observed today with a ceremony at the Memorial followed by lunch in the Village Hall. Approximately 35 people were in attendance.

Mayor Grasso requested Chief John Madden explain COPS, Concerns of Police Survivors. Chief Madden explained COPS performs the critical duty of responding to Line of Duty deaths throughout the State, assisting the Agency where the officer was employed as well as the family. COPS assists in completing critical, time sensitive paperwork and in making funeral arrangements. Chief Madden commended COPS for the tremendous service they perform, as well as Sergeant Mike Barnes who is part of the Illinois COPS Chapter. Burr Ridge Police Officers participated in a fund raiser, raising \$1600.00.

Village Administrator Doug Pollock commended Janet Kowal, Communications and Public Relations/Events Coordinator, on her assistance with organizing the COPS conference.

Mayor Grasso mentioned the Union is asking for a change in the composition of the Pension Board. Rather than four members from Management and four members from labor they are requesting a fifth member from Labor. It appears the Governor will agree to that but there will be a consolidated Pension Board.

Mayor Grasso provided all Trustees with copies of emails from Trustee Mottl for their review. He will be presenting a proposed letter to Trustee Mottl as well as a possible Resolution of Censure at the November 25, 2019 meeting.

<u>Motion</u> was made by Trustee Snyder and Seconded by Trustee Schiappa that the Regular Meeting of November 11, 2019 be adjourned.

The Motion was approved by unanimous voice vote of the Board of Trustees and the meeting was adjourned at 7:47 p.m.

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

Karen J. Thomas Village Clerk Burr Ridge, Illinois

APPROVED BY the President and Board of Trustees this _____ day of _____, 2019.

SPECIAL MEETING - TOWN HALL MAYOR AND BOARD OF TRUSTEES VILLAGE OF BURR RIDGE

October 21, 2019

<u>CALL TO ORDER</u> The Town Hall Meeting of the Mayor and Board of Trustees of October 21, 2019 was held in the Conference Room of the Police Department, 7700 County Line Road, Burr Ridge, Illinois and called to order at 7:00 p.m. by Mayor Pro-Tem Guy Franzese

<u>PLEDGE OF ALLEGIANCE</u> was recited.

<u>ROLL CALL</u> was taken by the Village Clerk and the results denoted the following present: Trustees Franzese, Schiappa, Paveza, Snyder, Mital, and Mottl. Also present were, Village Administrator Doug Pollock, Police Chief John Madden, State's Attorney Robert Berlin, Assistant Village Administrator Evan Walter, Village Attorney Melissa Wolf, and Village Clerk Karen Thomas.

SUMMARY OF STATE OF ILLINOIS CANNABIS REGULATION AND TAX ACT (CRTA) - VILLAGE ATTORNEY MELISSA WOLF Village Administrator Doug Pollock introduced Attorney Melissa Wolf to present an overview of the Cannabis Regulation Tax Act. Ms. Wolf stated that as of January 1, 2020 the possession and private use of Cannabis will become legal for Illinois residents over 21 years old. As part of the decriminalization of Cannabis, the act provides for mandatory and discretionary expungement of criminal convictions related to minor and non-violent cannabis offenses. Municipalities may not restrict the possession of Cannabis within these legal limits and may not restrict the private consumption of Cannabis as authorized by CRTA. However, the Act does prohibit public use of Cannabis. The Village of Burr Ridge may adopt and enforce local ordinances to regulate possession and public consumption of Cannabis so long as the regulations are consistent with CRTA. The act also allows for home grown Cannabis for medical patients over 21 years old, and are a resident of Illinois, on a limited basis. The Act also maintains the Illinois Smoke Free Act. Nothing prohibits employers from adopting reasonable zero tolerance or drug free work place policies. The Act also authorizes municipalities to prohibit (opt out) or to allow and regulate the location of Cannabis businesses. Regardless if the Village does allow the adult use of Cannabis establishments, the Village will also be a part of a revenue sharing program established by the State and will receive eight percent of local government distributive fund money. The Village is obligated to use those funds for crime prevention programs, training and interdiction efforts related to the illegal Cannabis market and Cannabis based DUI's.

Trustee Mottl questioned if the Village would receive the Local Government Distributive Funds (LGDF) whether or not the Village opts in. Ms. Wolf confirmed the Village would receive the LGDF funding regardless and emphasized the use of the funds is restricted as mentioned if the Village opts out. If the Village decided to opt in, up to three percent sales tax could be established and would not have limitations.

<u>PUBLIC SAFETY IMPLICATIONS OF CRTA – POLICE CHIEF JOHN MADDEN AND</u> <u>STATE'S ATTORNEY ROBERT BERLIN</u> Chief Madden stated he is opposed to the legalization

of Cannabis in Illinois and believes it will create significant challenges for law enforcement. There are concerns of increased teenage use, increased crime, increased traffic fatalities, impaired driving enforcement and the black market. Chief Madden stated he was asked to present crime statics on existing medical dispensaries in Illinois. The Village of Lombard surveyed eleven area communities. No Community indicated that any medical Cannabis Dispensary requested more than three calls for service during the recent four-year period. He then introduced State's Attorney Robert Berlin.

Mr. Berlin presented research regarding legalized Cannabis in other States. Colorado passed the law legalizing marijuana in November 2012 and it actually took affect January 2014. In 2017 a survey indicated 45 percent increase in teenage use of marijuana. In three years after legalizing marijuana, overall crime increased 10.8 percent, with violent crime increasing 18.6 percent. Traffic fatalities have increased 38 percent. Washington and California have experienced similar increases in traffic fatalities after legalizing marijuana. Research indicates that legalizing the sale and possession of marijuana does not eliminate illegal drug dealers. Mr. Berlin stated that one challenge for Law Enforcement is there is no road side test for marijuana. A driver would have to consent to further testing or a search warrant would be required. Marijuana dissipates quickly, in two to three hours, which makes it extremely difficult to get a chemical test and makes these cases difficult to prosecute.

Mayor Grasso arrived at 7:22. He stated that being part of the Village for years, he thinks he knows the tenor of the residents and asked that three people supporting opting in and three supporting opting out speak and then he will call for an early vote.

PUBLIC COMMENTS

Resident Richard Morton is opposed to the Village opting in for several reasons. He is concerned that families with young children will choose to move elsewhere if Burr Ridge is selling marijuana and the housing market will suffer. To choose north side or south side over the other for a dispensary is disingenuous and would be the wrong step forward.

Resident George Daker said according to a Chicago Tribune article, Chicago legalized Cannabis except in the Gold Coast area, the Mag Mile and the south and west loop and asked those present to think about the reason.

Hassan Aly, Imam and director of Mecca Center, stated that many families have moved to Burr Ridge believing it is a safe place to raise their children. He believes that would not happen if this kind of business is allowed.

Resident Phil Fox expressed concerns about the traffic problems and crime regardless of where marijuana is dispensed.

Resident Rabinder Malhotra is in favor of opting out to keep Burr Ridge a peaceful and special place. The image of Burr Ridge and house values are more important than potential tax revenue.

Former Resident Spencer Hauptman stated he and his partners are interested in opening a dispensary which would benefit the Village economically.

Mayor Grasso asked for a show of hands of who is for opting in. There were approximately 10-12 people in favor. The remaining approximately 110 people were in favor of opting out.

<u>Motion</u> was made by Trustee Franzese and seconded by Trustee Schiappa to direct the Plan Commission to hold a Public Hearing to consider Text Amendments to the Zoning Ordinance to prohibit Cannabis businesses in the Village of Burr Ridge.

DISCUSSION BY BOARD OF TRUSTEES

Trustee Paveza pointed out that marijuana is illegal according to the Federal Government but it is not enforced. There will be costs associated with allowing marijuana businesses in Burr Ridge.

Trustee Schiappa voiced his concerns about food containing marijuana including brownies, gummy bears, cookies, candy bars, popsicles that could mistakenly be substituted for children's treats.

Trustee Mital stated she does not think Cannabis Dispensaries belong in the Village. Medical and long term ramifications are very negative. She would like Burr Ridge to be a pit stop not a pot stop.

Trustee Mottl commented that legalizing marijuana and gambling are poor solutions to economic problems.

Trustee Franzese listed several industries that are not desirable for Burr Ridge, a Cannabis Dispensary being one. There will be more people driving under the influence if Cannabis Dispensaries are allowed in Burr Ridge. The tax revenue does not offset the increased demand on the Police Force, the impact on traffic or the image it creates for Burr Ridge.

On Roll Call, Vote Was: AYES: 6 – Trustees Franzese, Schiappa, Paveza, Snyder, Mital, Mottl NAYS: 0 – None

ABSENT: 0 - None

There being six affirmative votes the motion carried.

Mayor Grasso explained it is important for this to become part of the Zoning law emphasizing the motion was to direct the Plan Commission to consider a Text Amendment to prohibit recreational Cannabis anywhere in the Village. After the Plan Commission considers the Amendment it will come back to the Board for a final vote.

Assistant Village Administrator Evan Walter advised that the Plan Commission will consider this at the meeting on November 18, 2019 and make a recommendation to the Board. The Village Board will consider this on November 25, 2019 and Direct Staff to prepare the Ordinance.

Motion was made by Trustee Mottl and Seconded by Trustee Snyder that the Town Hall Meeting of October 21, 2019 be adjourned.

The Motion was approved by unanimous voice vote of the Board of Trustees and the meeting was adjourned at 8:10 p.m.

Karen J. Thomas Village Clerk Burr Ridge, Illinois

APPROVED BY the President and Board of Trustees this _____ day of _____, 2019.

MINUTES STORMWATER MANAGEMENT COMMITTEE REGULAR MEETING November 12, 2019

CALL TO ORDER

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

ROLL CALL

Present: 4-Trustee Guy Franzese, Trustee Al Paveza, Nancy Montelbano and Alice Krampits

Also Present: Public Works Director/Village Engineer David Preissig

APPROVAL OF MAY 14, 2019 MINUTES

A **MOTION** was made by Committee Member Montelbano and **SECONDED** by Trustee Paveza to approve the minutes of the May 14, 2019 meeting. Motion was **APPROVED** by a vote of 4-0.

REVIEW OF FINAL PLAT OF SUBDIVISION FOR COTTAGES OF DREW (7950 DREW AVENUE)

Mr. Preissig shared that the developer has completed the Village requirements for "The Cottages of Drew", after a lengthy process that included several iterations through DuPage County Stormwater Management Division. The public benefit for the PUD, as requested by the Village Board, is provided by adding 20%, or an extra 1.0' to the normally required detention storage.

Mr. Preissig informed the Committee that just after their agenda packet was delivered, a permit approval and certification by DuPage County Stormwater Division was received by the Village. Therefore; having met the final requirements, the plat of subdivision will be considered for approval by the Village Board of Trustees at its regular meeting of November 25, 2019.

A full-sized set of the engineering plans was provided by the developer's engineer, William Zalewski, P.E., who was present at this meeting to answer questions from the Committee.

Member Krampits asked if retaining walls can hold back the homes. Mr. Zalewski explained the basement foundations are below the retaining wall, so the buildings will be structurally stable.

Trustee Paveza asked if this development will increase flooding. Mr. Preissig stated that developing on this parcel in this watershed would have the same result as if another parcel upstream were similarly subdivided. Preissig also noted that the detention ponds are designed to hold a higher volume of stormwater than is standard, as a requirement of the Village Board.

Trustee Franzese asked why the latest plans show a decrease in the number of trees to be planted. Mr. Zalewski answered that since the wetland mitigation is through contributions to a wetland bank, that on-site tree plantings could be reduced.

Trustee Franzese asked if detention ponds will be constructed while construction is underway. Mr. Zalewski explained that excavation for these ponds follows tree removal so that these basins also serve as sediment basins to contain silt in the stormwater runoff from entering the wetland.

REVIEW OF PROPOSED ABROGATION OF DRAINAGE EASEMENT FOR HOLSTEN PROPERTY, 6297 S. GARFIELD AVENUE

Mr. Preissig presented for information and comment the proposed abrogation of an existing drainage easement at 6297 S. Garfield Avenue, which is Lot 3 in the Mill Creek Subdivision. Reducing the easement is necessary to make this 1.5-acre parcel buildable. The owner proposed new easement limits based on protecting both floodplain and wetlands on the site. A conceptual grading plan was developed to exhibit a buildable lot.

Mr. Preissig explained the process of abrogation as it was explained to him by the Village Attorney. After various acknowledgements are made by the owners and lenders of Lots 1 and 2, then Burr Ridge will consider and record the abrogation with a resolution by the Village Board of Trustees.

Trustee Franzese remarked on the larger size of Lots 1 and 2 in this subdivision compared to Lot 3 to note that Lot 3 was likely created to dispose of the floodplain areas in this subdivision.

SUMMARY OF IEPA AUDIT FOR NPDES MS4 PERMIT AND PRESENTATION OF DRAFT STORMWATER MANAGEMENT PLAN

Mr. Preissig briefed the Committee on the recent audit of the Village's MS4 program conducted by the IEPA on November 5, 2019. The audit meeting was attended by a DuPage County Water Quality Specialist, our Development Engineer Jim Miedema, the Public Works Operations Supervisor John Wernimont, and Director of Public Works/Village Engineer David Preissig.

Mr. Preissig shared that during this 4¹/₂-hour audit process, the six "Minimum Control Measures" of the newly revised IEPA MS4 permit were reviewed and how the Village addresses each. The Village's participation with DuPage County and LDWG meets several of these extensive requirements without increases in staffing or use of consultants. During the audit, staff had noted the IEPA Environmental Protection Engineer was impressed by the Village's stormwater storage facility inspection program. The Village appears to have met the IEPA expectation and will be awaiting the final report from the IEPA.

STATUS OF DATABASE UPDATES AND EVALUATION OF STORMWATER STORAGE FACILITIES

Mr. Preissig reviewed with the Committee this past summer's progress in the evaluation of stormwater storage facilities. He recalled that in Summer 2018, the Engineering Division intern worked on the accuracy of the inventory, which database grew to more than 190 such locations. In 2019, the intern established evaluation criteria and developed the "Pond Inventory - Assessment Form Guide" which was provided for comment. Using this guide, Mr. Preissig noted that the intern then assessed 94 of the 193 facilities (49%) which exceeded our goal to complete 20% each year, or each facility on a 5-year cycle.

Chairperson Franzese asked when the final report would be available. Mr. Preissig stated that with two more summertime interns, the final report could be completed and presented to the Committee.

STATUS OF PUBLIC WORKS DEPARTMENT STORMWATER PROJECTS

Mr. Preissig highlighted the work of the Public Works Department on the pipe installation along Madison Street at Provencal Drive. Pictures of the before and after conditions were shown.

Mr. Preissig explained the problem, solution, and coordination necessary with the Devon Ridge HOA to modify the restrictor structure for this subdivision. This project is unique in that the six homeowners abutting the detention pond have funded the purchase of necessary materials, since the HOA is not responsible for its maintenance. The Public Works Department will be installing these materials for the new restrictor in the existing downstream manhole later this fall.

AUDIENCE DISCUSION

Mr. Mark Thoma, 7515 Drew Avenue, provided pictures of roadway flooding that occurred in the evening of October 26, 2019. He advised that Mr. & Mrs. Tom Koukol, of 15W122 75th St, stated to him that they have not seen flooding to this level since before culvert pipes were replaced approximately 17 years ago. He expressed concern that two new homes constructed on 75th Street have placed fill and are adding to the problem. Mr. Preissig explained that crews from the Public Works Department responded at approximately 8 p.m. that evening and stayed until 2 a.m. the following morning to clear pipes and storm sewer inlets blocked by leaves. *[Subsequent to the meeting, the Public Works Operations Supervisor indicated to Mr. Preissig that crews cleared a slow-draining pipe near this location caused perhaps by leaves or some other debris. Mr. Preissig emailed Mr. Thoma and Mr. Koukol on November 14, 2019, and committed that Public Works will return after ground thaws to see if pipes are still obstructed or if the new homes' construction may have deposited debris in these pipes.]*

Mr. Preissig informed the Committee on 2020 meeting dates, the second Tuesday of every 3 months, which are February 11, May 12, August 11, and November 10.

Mr. Preissig added that DuPage County is again offering its Water Quality Improvement Program, a competitive grant that provides up to 25% of eligible construction costs for water

Stormwater Management Committee Minutes of Meeting of November 12, 2019

quality improvement projects. The Village will inform HOAs in DuPage County about this beneficial program that could help them to improve their detention basins.

Information will be emailed to Committee members that wish to attend a free workshop titled "Healthy Rivers, Healthy Streams," a discussion about the health of local waterways and highlighting how personal choices affect water quality. The workshop will be held December 5th, 6:30-8:00 pm, at the Morton Arboretum, at the same time as "Illuminations".

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 4-0. The meeting was adjourned at 7:40 p.m.

Respectively submitted,

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

PATHWAY COMMISSION

VILLAGE OF BURR RIDGE

MINUTES FOR REGULAR MEETING OF NOVEMBER 14, 2019

1.	CALL TO ORDER:	The meeting was called to order at 7:00 p.m.
2.	ROLL CALL:	
	PRESENT:	Chairperson Pat Liss, Commissioner Todd Davis, and Commissioner Elaine Layden
	ABSENT:	Commissioner Luisa Hoch and Commissioner Marilou McGirr
	ALSO PRESENT:	Village Administrator Doug Pollock and Trustee Guy Franzese

3. APPROVAL OF SEPTEMBER 12, 2019 MINUTES

A **MOTION** was made by Chairperson Liss and **SECONDED** by Commissioner Davis to approve the September 12, 2019 minutes. The **MOTION** was **APPROVED** by a 3 - 0 voice vote of the Pathway Commission.

4. UPDATE OF SIDEWALK PROJECTS

Mr. Pollock referenced the update provided in the staff summary. The update included the County Line Road sidewalk, the Garfield Avenue sidewalk, and the 8760 County Line Road sidewalk.

5. REVIEW FINAL DRAFT OF PATHWAY AND SIDEWALK PLAN UPDATE

Mr. Pollock reported that the updates discussed at the September 12 Pathway Commission meeting have been added to the plan. He asked that the Pathway Commission review and confirm that the updates reflect their direction; and if so, to approve the updates.

A **MOTION** was made by Commissioner Davis and **SECONDED** by Commissioner Layden to approve the updates to the Pathway and Sidewalk Plan. The **MOTION** was **APPROVED** by a 3 - 0 voice vote of the Pathway Commission.

6. CONSIDERATION OF PROJECTS FOR FISCAL YEAR 2020-21

Chairperson Liss asked for input from the Commissioners regarding potential new projects.

Mr. Pollock mentioned the sidewalk project between the Crowne Plaza Hotel and County Line Road. He said that staff would continue to pursue grant funding with the idea that hotel tax could be used for the matching portion of the grant.

Mr. Pollock also stated that the Pathway Fund would have a negative balance beginning the next fiscal year.

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There were no new projects recommended by the Pathway Commission at this time.

7. BOARD REPORT

Trustee Franzese described his concerns with a consolidated Pathway and Street Policy Committee. He suggested rather than lose an independent voice for sidewalks, that the Pathway Commission attend Board meetings when they have a proposed project so that they may advocate for the project.

Chairperson Liss said that the Pathway Commission used to have a Trustee as a member and that helped with the connection between the Board and the Commission. She asked if that would be possible to re-institute.

8. OLD/NEW BUSINESS

There was no old or new business.

9. ADJOURNMENT

A MOTION was made by Commissioner Davis and SECONDED by Commissioner Layden to ADJOURN this meeting. ALL MEMBERS VOTING AYE, the meeting was adjourned at 7:30 p.m.

Respectfully Submitted:

J. Douglas Pollock, AICP

PLAN COMMISSION/ZONING BOARD OF APPEALS VILLAGE OF BURR RIDGE MINUTES FOR REGULAR MEETING OF NOVEMBER 18, 2019

I. ROLL CALL

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

ROLL CALL was noted as follows:

PRESENT: 6 – Hoch, Praxmarer, Broline, Farrell, Petrich, and Trzupek

ABSENT: 2 – Stratis, Irwin

Village Administrator Doug Pollock, Assistant Village Administrator Evan Walter, and Trustee Guy Franzese were also present.

II. APPROVAL OF PRIOR MEETING MINUTES

A **MOTION** was made by Commissioner Hoch and **SECONDED** by Commissioner Petrich to approve the minutes of the November 4, 2019 Plan Commission meeting.

ROLL CALL VOTE was as follows:

AYES: 5 – Hoch, Petrich, Broline, Farrell, and Praxmarer

NAYS: 0 – None

ABSTAIN: 1 – Trzupek

MOTION CARRIED by a vote of 5-0.

III. PUBLIC HEARINGS

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

Z-22-2019: Zoning Ordinance Amendments; Text Amendments and Findings of Fact

Chairman Trzupek asked Mr. Walter to review the public hearing request. Mr. Walter said that the Board of Trustees had directed the Plan Commission to consider amendments to the Zoning Ordinance regarding the prohibition of recreational cannabis businesses in the Village. On June 25, 2019, Governor Pritzker signed HB 1438, the Cannabis Regulation and Tax Act, which legalized the sale, possession, and consumption of recreational cannabis by adults over 21 effective January 1, 2020. In response to the adoption of the Act, the Board of Trustees held a special town hall meeting on October 21 to determine whether the Village should permit or prohibit recreational cannabis businesses in the Village. Using input collected from the Plan Commission, EDC, and Police Department staff, the Board elected to "opt out" by a 6-0 vote, directing the Plan Commission hold a public hearing to consider amendments to the Zoning Ordinance which would prohibit recreational cannabis businesses in the Village.

Mr. Walter said that the Plan Commission must affirm or reject the direction from the Board and recommend that the Zoning Ordinance be amended to prohibit Recreational Businesses in the Village. If the Plan Commission rejected the direction from the Board regarding the prohibition of Recreational Businesses in the Village, the Plan Commission should then request that the Plan Commission hold a separate public hearing be held at a later date which would allow for consideration of permitting certain Recreational Businesses in the Village.

No public comment was given on the petition.

All of the Plan Commissioners expressed support for the Board's direction and stated that recreational cannabis businesses were not appropriate in Burr Ridge.

At 7:06 pm, a **MOTION** was made by Commissioner Hoch and **SECONDED** by Commissioner Praxmarer to close the public hearing.

ROLL CALL VOTE was as follows:

AYES: 6 – Hoch, Praxmarer, Broline, Farrell, Petrich, and Trzupek

NAYS: 0 - None

MOTION CARRIED by a vote of 6-0.

A **MOTION** was made by Commissioner Hoch and **SECONDED** by Commissioner Petrich to recommend that the Board of Trustees amend the Zoning Ordinance to prohibit recreational cannabis businesses in the Village.

ROLL CALL VOTE was as follows:

AYES: 6 – Hoch, Petrich, Farrell, Praxmarer, Broline, and Trzupek

NAYS: 0 - None

MOTION CARRIED by a vote of 6-0.

Z-21-2019: 9500 Madison Street (Mohamed); Variations and Findings of Fact

Chairman Trzupek asked Mr. Walter to review the public hearing request. Mr. Walter said that the petitioner is Mokhtar Mohamed, developer of the subject property located at 9500 Madison Street. The petitioner requested variations from Section IV.I.2 of the Zoning Ordinance to permit a shared driveway to encroach within two feet of four unique side lot lines to accommodate a proposed subdivision in the R-2A Residential District. The petitioner is attempting to subdivide the subject property from a single parcel into five lots; the purpose for the variation is to permit a single shared driveway bisecting the front of the five lots in lieu of one driveway for each of the five lots. Section IV.I.2 of the Zoning Ordinance requires that driveways be setback at least two feet from all lot lines; because the shared driveway is shown to bisect the side lot lines on each of the five lots, the shared driveway is not permitted by right and thus requires variations for each of the instances that it encroaches within two feet of a side lot line, including outright bisection in each case.

No public comment was given.

Chairman Trzupek asked the petitioner what the hardship was which necessitated the need for a variation. Sam Polema, representative of the petition, said that the severe slope would make the

creation of five individual driveways very challenging, and felt that the proposed design was more workable than the standard method.

Commissioner Farrell said that she supported the petition based on safety and terrain issues that are present on the property.

Commissioner Praxmarer said that she felt that a hardship was not demonstrated and did not support the petition as was presented.

Commissioner Broline asked what the shaded areas on either end of the property represented. Mr. Polema said that they represented emergency access for emergency vehicles. Mr. Pollock said that these would need to resemble standard curb cuts and said that the petitioner was really requesting a reduction in curb cuts from five to three based on the presence of these access points.

Commissioner Hoch said that the property was unique and said that she preferred the proposed design to the standard design.

Chairman Trzupek asked why the drive was defined as a driveway instead of a road. Mr. Walter said that the petitioner had met the standard of the Subdivision Ordinance by providing the access as shown. Mr. Walter said that making the shared driveway into a street would result in said area no longer counting towards the size of the lots and thus making the lots non-compliant.

Chairman Trzupek said he did not support the proposal as shown based on the lack of a hardship.

Mr. Pollock suggested that the petitioner bring forth several options to Village staff which would allow for either the reduction in number of variations or elimination altogether and the petition be continued to a later date. This recommendation was supported by the Plan Commission.

A **MOTION** was made by Commissioner Hoch and **SECONDED** by Commissioner Broline to continue the public hearing to December 16, 2019.

ROLL CALL VOTE was as follows:

AYES: 5 – Hoch, Broline, Praxmarer, Farrell, and Trzupek

NAYS: 0 - None

MOTION CARRIED by a vote of 5-0.

Z-18-2019: Zoning Ordinance Amendments; Text Amendment and Findings of Fact

This petition was continued from November 4, 2019. Chairman Trzupek asked Mr. Walter to review the public hearing request. The petitioner is Tad Christensen, 8079 Creekwood Drive, requests consideration of amendments to Section IV of the Zoning Ordinance regarding the installation and maintenance of prairie grasses, natural plantings, and other such vegetation in lieu of grass in yards in residential zoning districts. Mr. Walter explained that at this time, there were several ancillary regulations dealing with prairie grasses but nothing that specifically regulated behavior on residential lots.

The petitioner was again not present for the public hearing.

Mr. Walter recommended that if the Plan Commission wished to discuss options for amending the Zoning Ordinance to permit prairie grasses, the petition be cancelled and staff bring forth the discussion during the annual zoning review. The Plan Commission supported this concept.

At 7:48pm, a **MOTION** was made by Commissioner Hoch and **SECONDED** by Commissioner Praxmarer to cancel the public hearing.

ROLL CALL VOTE was as follows:

AYES: 6 – Hoch, Praxmarer, Petrich, Broline, Farrell, and Trzupek

NAYS: 0 - None

MOTION CARRIED by a vote of 6-0.

IV. CORRESPONDENCE

V. OTHER PETITIONS

PC-02-2019: Annual Appointment of Plan Commission Vice Chairperson

A **MOTION** was made by Commissioner Hoch and **SECONDED** by Commissioner Praxmarer to appoint Commissioner Irwin as Vice Chairperson for a term to expire November 18, 2020.

ROLL CALL VOTE was as follows:

AYES: 6 – Hoch, Broline, Praxmarer, Petrich, Farrell, and Trzupek

NAYS: 0 - None

MOTION CARRIED by a vote of 6-0.

VII. FUTURE SCHEDULED MEETINGS

A. December 2, 2019

A **MOTION** was made by Commissioner Hoch and **SECONDED** by Commissioner Praxmarer to cancel the December 2, 2019 meeting.

ROLL CALL VOTE was as follows:

AYES: 6 – Hoch, Praxmarer, Broline, Petrich, Farrell, and Trzupek

NAYS: 0 - None

MOTION CARRIED by a vote of 6-0.

B. December 16, 2019

VII. ADJOURNMENT

A MOTION was made by Commissioner Hoch and SECONDED by Commissioner Broline to ADJOURN the meeting at 7:55pm. ALL MEMBERS VOTING AYE, the meeting was adjourned at 7:55p.m.

Respectfully Submitted:

Evan Walter, Assistant Village Administrator

ORDINANCE NO. A-1116 ORDINANCE AUTHORIZING AMENDMENT TO ANNEXATION AGREEMENT

(SAIA - 15W460 NORTH FRONTAGE ROAD)

WHEREAS, the Corporate Authorities of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, held a public hearing to consider an amendment to Ordinance No. 1116 which approved an Annexation Agreement for the property commonly known as 15W460 North Frontage Road; said Amendment being titled "Amendment to Annexation Agreement (SAIA)" a true and correct copy of which is attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, the aforesaid public hearing was held pursuant to legal notice as required by law, and all persons desiring an opportunity to be heard were given such opportunity at said public hearing; and

WHEREAS, the Corporate Authorities of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, have determined that it is in the best interests of said Village of Burr Ridge that said Amendment be entered into by the Village of Burr Ridge.

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:

<u>Section 1</u>: That this Mayor and Board of Trustees of the Village of Burr Ridge hereby find that it is in the best interests of the Village of Burr Ridge and its residents that the aforesaid

"Amendment to Annexation Agreement (SAIA)" be entered into and executed by said Village of Burr Ridge, with said Amendment to be in the form attached hereto and made a part hereof as **Exhibit A.**

<u>Section 2</u>: That the Mayor and Clerk of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, are hereby authorized to execute the aforesaid Amendment for and on behalf of said Village.

<u>Section 3</u>: That this Ordinance shall take effect from and after its passage, approval, and publication in the manner provided by law. That the Village Clerk is hereby directed and ordered to publish this Ordinance in pamphlet form.

PASSED this 25th day of November, 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 25th day of November, 2019.

Mayor

ATTEST:

Village Clerk

AMENDMENT TO ANNEXATION AGREEMENT (SAIA)

15W460 Frontage Road, Burr Ridge, Illinois

THIS AMENDMENT TO ANNEXATION AGREEMENT is made and entered into this day of _____, 201<u>9</u>, by and between the **VILLAGE OF BURR RIDGE**, an Illinois municipal corporation, (hereinafter referred to as "Village") and LONDON PROPERTY, LLC, an Illinois limited liability company, (hereinafter referred to as "Owner") and SAIA MOTOR FREIGHT LINE, LLC, a Louisiana limited liability company (hereinafter referred to as "SAIA") hereby amending and revising the prior Annexation Agreement entered into between the Village and Owner, said prior Agreement dated July 6, 2011, approved and adopted by Village Ordinance No. 1116 on the 13th day of June, 2011 and recorded in DuPage County on July 27, 2011 as document number R2011-087868, and re-recorded on August 11, 2011 as document number R2011-094722 and amended by an agreement dated 28th day of September, 2015, approved and adopted by Village Ordinance No. 1116-01-015 and recorded in DuPage County on January 22, 2016 as document number R-2016-006894 (hereinafter referred to as "Agreement").

$\underline{WITNESSETH}$:

WHEREAS, Owner is the owner of the property which is the subject of this Amendment and which is legally described on **<u>Exhibit A</u>** attached hereto and hereby made a part hereof (hereinafter referred to as the "Subject Property"); and

WHEREAS, the Subject Property consists of approximately 29 acres and has a street address of 15W460 North Frontage Road; and

WHEREAS, SAIA is in possession of the Subject Property pursuant to the Lease Agreement dated May 15, 2008 and amended June 24, 2010 and September 28, 2015 (collectively, the "Lease") between SAIA and Owner; and

WHEREAS, the Owner, SAIA and Village wish to enter into a binding Amendment to the Agreement with respect to the annexation of the Subject Property and for other related matters pursuant to the provisions of Division 15.1 of Article 11 of Chapter 65 of the <u>Illinois Compiled Statutes</u>, upon the terms and conditions contained in Agreement, as amended hereby; and

WHEREAS, a public hearing and all other actions required to be held or taken prior to the adoption and execution of this Amendment, in order to make the same effective, have been held or taken, such public hearing and other actions having been held pursuant to public notice as required by law and in accordance with all requirements of law prior to the adoption and execution of this Amendment; and WHEREAS, the Corporate Authorities of the Village, the Owner and SAIA deem it to be to the mutual advantage of the parties and in the public interest that the Agreement be amended as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. <u>Annexation Amendment</u>: Subject to the provisions of Article VII of Chapter 65 of the <u>Illinois Compiled Statutes</u>, the parties agree to the following amendment(s) to the Agreement.

2. That paragraph 10 of the Agreement be and is hereby amended to read in its entirety as follows:

"10. Further Site Improvements: In addition to the noise reduction measures set forth in Paragraph 6 above, Owner and/or SAIA further agree as follows:

(a) To maintain (mow, trim, remove weeds, remove trash, etc.) the areas of the Subject Property north of the proposed sound barrier fence so as to keep such areas in a sightly condition.

(b) To create a landscape plan (consisting of low ground cover which is easily maintained) for the front of the Subject Property along North Frontage Road (the "Front Landscape Plan"). Such Front Landscape Plan shall be submitted to the Village within thirty (30) days of the annexation of the Subject Property and shall be subject to approval by the Village's administrative staff in the exercise of its reasonable discretion. Once the Village approves the Front Landscape Plan, SAIA shall install the approved landscaping materials within forty-five (45) days.

(c) Upon completion of the construction of all sound barrier fencing, SAIA shall retain a lighting consultant to study whether the then current lighting on the Subject Property meets all Village performance standards for off-site light spillage, and, if not, to make whatever recommendations are necessary to bring the site into conformance. Such study shall be submitted to the Village. If not in conformance, SAIA shall comply with and complete all recommendations made by such consultant so as to bring the Subject Property into compliance within fortyfive (45) days after receipt of the consultant's study.

(d) All light sources within light fixtures on the buildings on the Subject Property shall not be directly visible from any adjoining residential properties to remove the glare points, but lighting shall not be reduced on the Subject Property below levels for the safe operation of the facility as determined by Saia in its reasonable discretion or per industry standard. Saia shall be deemed to have complied with the requirements of this subsection (e) provided Saia operates the Subject Property in compliance with the Photometric and Elevation plans dated June 9, 2014 prepared by Kent Consulting Engineers, Ltd., which are attached hereto as Exhibit C. "Glare" is defined herein as an unreasonable bright or harsh light which is visible from outside the Subject Property. This shielding, adjustment or redirection of the lighting shall include, but not be limited to the lights on top of

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the depot roof, the flood lights currently mounted to the side of the office area and the flood light currently mounted on the refueling/maintenance structure. Any new lights installed to the north side of a building on the Subject Property during the term of this Amendment shall not create visible glare points facing to the north or to the east.

(e) The parking lot lights to be installed with the new east parking lot expansion shall be pointed downward and shielded on the sides and top, with the tops of the light fixtures to be a least three feet below the top of the sound wall on the north side of the Subject Property at points closest to the parking lot, said lighting plans to be subject to the prior review and approval of the Village.

(f) Additional landscaping shall be provided on the east side of the existing wall including a minimum of 15 evergreen trees. Said trees shall be approved by the Village and shall be a minimum of eight (8) feet in height at the time of planting.

(g) An additional 23 evergreen trees shall be provided in the front (south) yard adjacent to the truck parking area and in between existing bushes previously planted. Said trees shall be a minimum of 6 feet at the time of planting.

(h) (Within 90 days of this Amendment, Saia shall install and complete all landscaping shown on the Final Engineering Plans reference herein and the additional landscaping described above.

(i) <u>Within 180 days of this Amendment, SAIA shall install an electric</u> fence on the interior side of the existing perimeter fence of the existing parking lot as shown on the plans attached hereto as **Exhibit E.**"

It is understood that the obligations set forth in this paragraph 10 shall be primarily performed by SAIA so long as it occupies the Subject Property. However, if and when SAIA were to vacate the Subject Property, Owner or any future tenant of Owner shall assume and perform such obligations.

3. That the remaining terms and conditions of the Annexation Agreement shall remain in full force and effect except as modified above.

4. Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided herein or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with the express provisions of this Agreement.

5. This Agreement and any subsequent amendments thereto shall be recorded by the Village in the office of the Recorder of Deeds in DuPage County, Illinois at the expense of the Owner.

6. This Amendment sets forth all the promises, inducements, agreements, conditions, and understandings between the parties relative to the subject matter thereof; and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between them, other than are herein set forth.

7. This Amendment shall be signed last by the Village, and the Mayor of the Village shall affix the date on which the Mayor signs this Agreement on Page 1 hereof, which date shall be the effective date of this Agreement.

8. This Amendment shall be in full force and effect for a term of twenty (20) years from and after the date of execution of this Amendment.

9. This Amendment shall automatically be void and otherwise invalid if it is not signed by all necessary parties within one hundred and eighty (180) days of the effective date of the Ordinance authorizing the Mayor and Clerk of the Village of Burr Ridge to sign this Amendment on behalf of said Village.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on the day and year first above written.

VILLAGE OF BURR RIDGE,

an Illinois municipal corporation

By: _____

Mayor

ATTEST:

By: _____ Village Clerk

OWNER:

London Property, LLC an Illinois limited liability company

By: _____ Robert Rogulic, Member

SAIA Motor Freight Line, LLC, a Louisiana limited liability company

By: _____

Its:

ATTEST:

Its: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that GARY GRASSO, personally known to me to be the Mayor of the Village of Burr Ridge, and KAREN J. THOMAS, personally known to me to be the Village Clerk of said municipal corporation, and personally known to be to be the same persons whose names are subscribed to the foregoing instrument, and that they appeared before me this day in person and severally acknowledged that as such Mayor and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2019.

Notary Public

STATE OF)
) SS
COUNTY OF)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that ________, personally known to me to be the _______ of SAIA MOTOR FREIGHT LINE, LLC, a Louisiana limited liability company, and _______, personally known to me to be the _______ of said limited liability company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _______ and _______, they signed and delivered the said instrument, pursuant to lawful authority given by the Members of said limited liability company, as their free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2019.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that ______, personally known to me to be the Manager and Member of ______, a Limited Liability Company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Member and Manager, he signed and delivered the said instrument, pursuant to authority given by the Members of said Limited Liability Company, as their free and voluntary act, and as the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2019.

Notary Public

EXHIBIT A

Legal Description of Subject Property

EXHIBIT A

THAT PART OF THE WEST ½ OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 25 AND THE NORTH LINE OF ROUTE 66 AS RECORDED JULY 24, 1947 AS DOCUMENT 525676; THENCE NORTHERLY ON SAID EAST LINE 538.40 FEET TO THE NORTH LINE OF THE SOUTH ½ OF THE SOUTH EAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 25; THENCE WESTERLY ALONG THE LAST SAID LINE 1,314.18 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE SOUTH ALONG THE LAST SAID LINE 664.66 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE NORTH 89° 57'50" EAST ON THE NORTH LINE OF SAID SOUTHWEST 1/4, 11.0 FEET; THENCE SOUTH 1º48'27" WEST 61.58 FEET; THENCE SOUTH 28°03'30" EAST 461.66 FEET TO THE POINT IN THE NORTH LINE OF SAID ROUTE 66, SAID POINT BEING 1,241.26 FEET SOUTHWESTERLY FROM THE POINT OF BEGINNING, AS MEASURED ON SAID RIGHT OF WAY LINE; THENCE NORTHEASTERLY ON SAID NORTH RIGHT OF WAY LINE 1,241.26 FEET TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS.

(such property is located at 15W460 Frontage Road, unincorporated Burr Ridge, Illinois 60527. Permanent Index Numbers: 09-25-109-003 and 09-25-301-005)

EXHIBIT B

Paving & Layout Plan Grading Plan and Erosion Control and Landscape Plan, prepared by Webster, McGrath and Ahlberg, Ltd. dated August 13, 2014.

EXHIBIT C

Plan for landscape improvements on outside of fence parallel to North Frontage Road

EXHIBIT D

Site plan and elevations for electric fence along barrier fence.

GENERAL NOTES

 Unless otherwise noted in the special project specifications, the Project shall be built in accordance with the "Standard Specifications for Road and Bridge Construction for Illinois" latest edition, and "Supplemental Specifications and Recurring Special Provisions" latest edition by the Illinois Department of Transportation.

2. Sewer and Water Main Construction shall be in accordance with the Standard Specifications for Sewer and Water Main Construction in Illinois, latest edition

3. Any reference to "supervision" by the Engineer in the Illinois Department of Transportation. Standard Specifications for Road and Bridge Construction or any other referenced documents shall be changed to "observation"

4. The Engineer shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work. The Engineer shall not have authority over or responsibility for safety precautions and programs incident to the work of Contractor(s) or any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing the work.

5. The Contractor shall be responsible for the general supervision of the work and assume sole responsibility for the job site conditions during the course of construction including the safety of all persons and property. This requirement shall apply continuously and shall not be limited to normal working how the safety of all persons.

6. It shall be the Contractor's responsibility to provide necessary signs, barricades, fences, etc. as required to insure the safety of vehicles and the general public during all phases of construction.

7, Contractors shall use appropriate equipment to expedite completion of the Project while avoiding any encroachment of neighboring property with any materials, equipment or excavation.

8. Overflow drainage routes and swales must be installed when shown.

9. Surface drainage shall be maintained during all phases of construction

10. Erosion control practices shall be constructed in accordance with standard specifications for soil erosion and sediment control as contained in IEPA/WCP/87-012 or current issue.

11. All areas disturbed by construction shall be restored to their original condition at no additional cost

12. It shall be the Contractor's responsibility to properly dispose of any excess excavation material due either to channel construction or sewer installation and shall be considered as an incidental expense,

13, Elevations shown are U.S.G.S. datum.

14. Return radii are as shown

15. Disposal of debris from clearing and tree removal shall be the Contractor's responsibility and

16. Natural plant covering and trees shall be retained and protected during construction where practical.

17. Topsoil replacement for landscaping is six [6] inches.

18. Final seeding and finishing shall be done as soon as possible in accordance with Section 250, Illinois Department of Transportation Standard Specifications.

19. All existing sewers and water mains shall be protected during construction by the Contractor. Any lamages shall be repaired at the Contractor's expense

20. The Contractor shall utilize a laser for all sewer main construction, except those locations waived by the Engineer.

21. All trenches under or within three [3] feet of existing or proposed pavement or sidewalks shall be backfilled with selected granular backfill.

22. All trenches shall be water jetted or mechanically compacted to the satisfaction of the Engineer.

23. The Contractor shall notify the Village of Burr Ridge and all Utility Companies two [2] working days before construction is started in any work area.

24. Any field tile encountered during the course of construction must be reconnected or con storm sever system. Notify the Village of Burr Ridge field inspector if any field tile is found. cted or connected to the

25. The Contractor shall be responsible for locating all utilities [Northern Illinois Gas, Ameritech, and

CONTRACTOR'S INSURANCE:

1. Prior to the commencement of the work, the Owner shall require the Contractor and any Subcontractors to submit evidence to the Owner, Municipality and Engineer the he (they) have obtained for the period of the Construction Contract and the guarantee period comprehensive general liability insurance coverage (including completed operations coverage) and comprehensive automobile liability (including non-ownership and hired car coverage, as well as all owned vehicles). This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of the work under the Construction Contract, and have a limit of not less than \$500,000.00 for all damages arising out of bodily injury, sickness or death of two or more persons in any one occurrence. The property damage arising duct of bodily of not less than \$1,000,000.00 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or ling concertence. The property damage perform will provide for a limit of not less than \$1,000,000.00 for all damages arising out of injury to or indirection of property of others arising directly or indirectly out of or in connection with the performance of the work under the Construction Contract and in any one occurrence including explosion, collapse and underground exposures. including explosion, collapse and underground exposures.

2. In addition, the Contractor shall carry the necessary public liability and workers' compensation insurance 2. In adultion, the contractor starts of the received problem burning and voltes's compensation instants to protect the Village of Burr Ridge, the Village Engineer, Owner, and the Engineer/Resident Project Representative and their consultants from any claims which may arise during construction and to submit two (2) accepticable certificates of insurance naming the County of DuPage, the County Engineer, the Engineer/Resident Project Representative and their consultants as additional insured.

3. In the event of accidents of any kind, the Contractor shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

4. The Village Attorney shall review and approve the insurance contract to the satisfaction of the Village of Burr Ridge

INDEMNIFICATION:

1. To the fullest extent permitted by laws and regulations, the Contractor shall indemnify and hold harmless the Owner, the Village and the Engineer and their consultants, agents and employees from and against all claims, damage, losses and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of engineer, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or turins any of the Vork or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by law and regulations regardless of the negligence of any such party.

EAST PARKING LOT N 15W460 N. Frontage Road, Burr Ridge, IL 60527 W ½ Section 25, Township 38N, Range 11E 0 P.I.N. 09-25-109-003 & 09-25-301-005 U 9 LEGAL DESCRIPTION. TAY TAKET THE MEST HALF OF SECTION 35. TOWNSHIP 35 NORTH, KANGE 11, EAST OF THE THRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: PEGINNING AT THE INTERRECTION OF THE EAST LINE OF THE NORTHWEST GUARTER OF SAID SECTION 25. AND THE NORTH LINE OF ROUTE 96.8 BEECORDED ULY 24, 197.4 SO DOWLINET SSST, THENCE NORTHHEITY ON BUD EAST LINE SSM OF ERT OT THE NORTH LINE OF THE SOUTH HALF OF THE QUARTER OF THE NORTHWEST GUARTER OF SAID SECTION 25. THENCE WESTERLY ALONG THE LAST SAID LINE OF THE SOUTH HALF OF THE SOUTHEAST GUARTER OF THE NORTHWEST GUARTER OF SAID SECTION 25. THENCE WESTERLY ALONG THE LAST SAID LINE OF THE SAIT THE NORTH LINE OF THE SOUTHEAST GUARTER OF THE NORTHWEST GUARTER OF SAID SECTION 25. THENCE WESTERLY ALONG THE LAST SAID LINE OF SAID SECTION 12. THENCE SOUTHEAST GUARTER OF THE NORTHWEST GUARTER OF SAID SECTION 25. THENCE WESTERLY ALONG THE LAST SAID LINE OF SAID SOUTH HALF OF THE DEGREMENT ON MONTHWEST GUARTER THE SAID SECTION 25. THENCE WESTERLY ALONG THE LAST SAID LINE OF SAID SOUTH HALF OF THE DEGREMENT ON MONTHWEST GUARTER THE FORTH THE FORTH AND THE SOUTH ALONG THE LAST SAID LINE OF SAID SOUTHWEST GUARTER TO THE PORT THE NORTH LINE OF SAID SOUTHWEST GUARTER THE SAID SECTION 25. THEORY WESTERLY THE NORTH LINE OF SAID SOUTHWEST GUARTER THE THE FORTH THE CONTH 1 DEGREES A MINUTES 37 SECOND BAST AND SOUTHWEST SOUTH 25. DEGORDED SOUTHWEST GUARTER THE THE FORT THE PORT THE THE OFTH THE NORTH SAID SOUTHWEST STERE OFTH THE PORT TO THE SAID SOUTHWEST SOUTH 25. FORT THE PORT OF BESINNES AS ALESSED CON MAINTER STERE TO THE PORT THE NORTH THE NORTH STERE SOUTH AS THE FORT THE PORT OF BESINNES AS ALESSED CON MAINTER STERE COUNT ALESSED ONT THE NORTH THE SAID SOUTHWEST SOUTH 25. FERD THE FORT THE SOUTHWEST COUNT THE CONT THE THE NORTH THE NORT TO REGOVE THE SAID SOUTH SETS SAID SOUTH SAID SOUTH SAID SOUTH SAID SOUTH THE SOUTH THE NORTH THE SOUTH TO SOUTH SAID SOUTHWEST SO 1 P 0 -0

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SHEET #	PLAN NAME
C-0	COVER SHEET
C-1	EXISTING CONDITIONS
C-2	PAVING & LAYOUT PLAN
С-з	GRADING PLAN
C-4	EROSION CONTROL & LANDSCAPE PLAN
С-5	NOTES & DETAILS

Final Engineering Plans for:

SAIA MOTOR FREIGHT

INDEMNIFICATION CONTINUED

2. In any and all claims against the Owner, the Village or Engineer or any of their consultants, agents or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or obligation under not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

3. The obligations of the Contractor shall not extend to the liability of the Engineer, the Engineer's consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

4. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Engineer, and the Engineer's consultants and their respective agents and employees (indemnifies) from and against any and all dalms, damages, losses, economic losses and expenses, including but not limited to attorney' fees, arising out of or specifically claims arising under the illinois Structural Work Act), provided that such claim, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work Kash), including hos of uses are expense. Including but not limit the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be lable, excluding any proportionate amount of any claim, damage, loss or expense which is caused by a partly indiremified hereinder. Such obligation shall not be construct to negate, abridge or reduce of their tiphs or objections. or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in

5. In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they be liable, the indemnification obligation under the paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

SAFETY AND PROTECTION

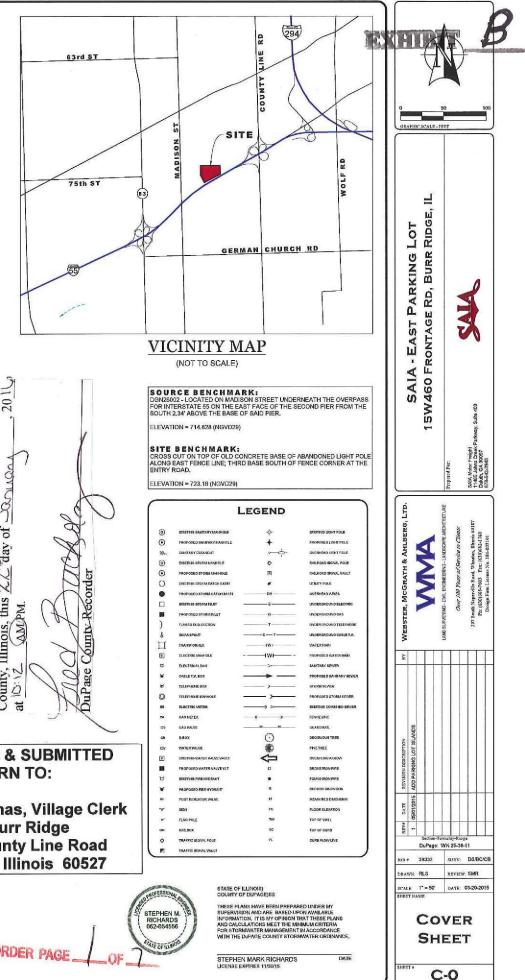
A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

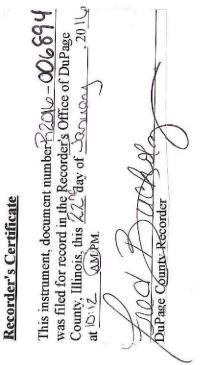
1. all persons on the Site or who may be affected by the Work:

2, all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of the Work may affect them, and shall erect and maintain all cooperate with them in the protection, removal, relocation, and replacement of the Work may affect them, and shall or or loss; any property referred to in paragraph A.2 of A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entily directly or indirectly employed by any of them to perform any of the work, or anyone for whose sate sany of them were be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or any one employed by any of them may them may be liable and not attributable, directly or indirectly in whole or in part, to the fault or may be any of them may CONTRACTOR are are subcontractor, Supplier, or other individual or entily directly or indirectly end them, and anyone for whose acts any of them may be liable and not attributable, directly or indirectly directly or indirectly end them, and anyone for whose acts any of them may be liable and not attributable, directly or indirectly directly or indirectly in whole or in part, to the fault or may be any of them. (CONTRACTOR care are attributable, directly or indirectly directly and them may be liable and not attributable, directly or indirectly directly or indirectly directly or indirectly directly are and them and them attributable.



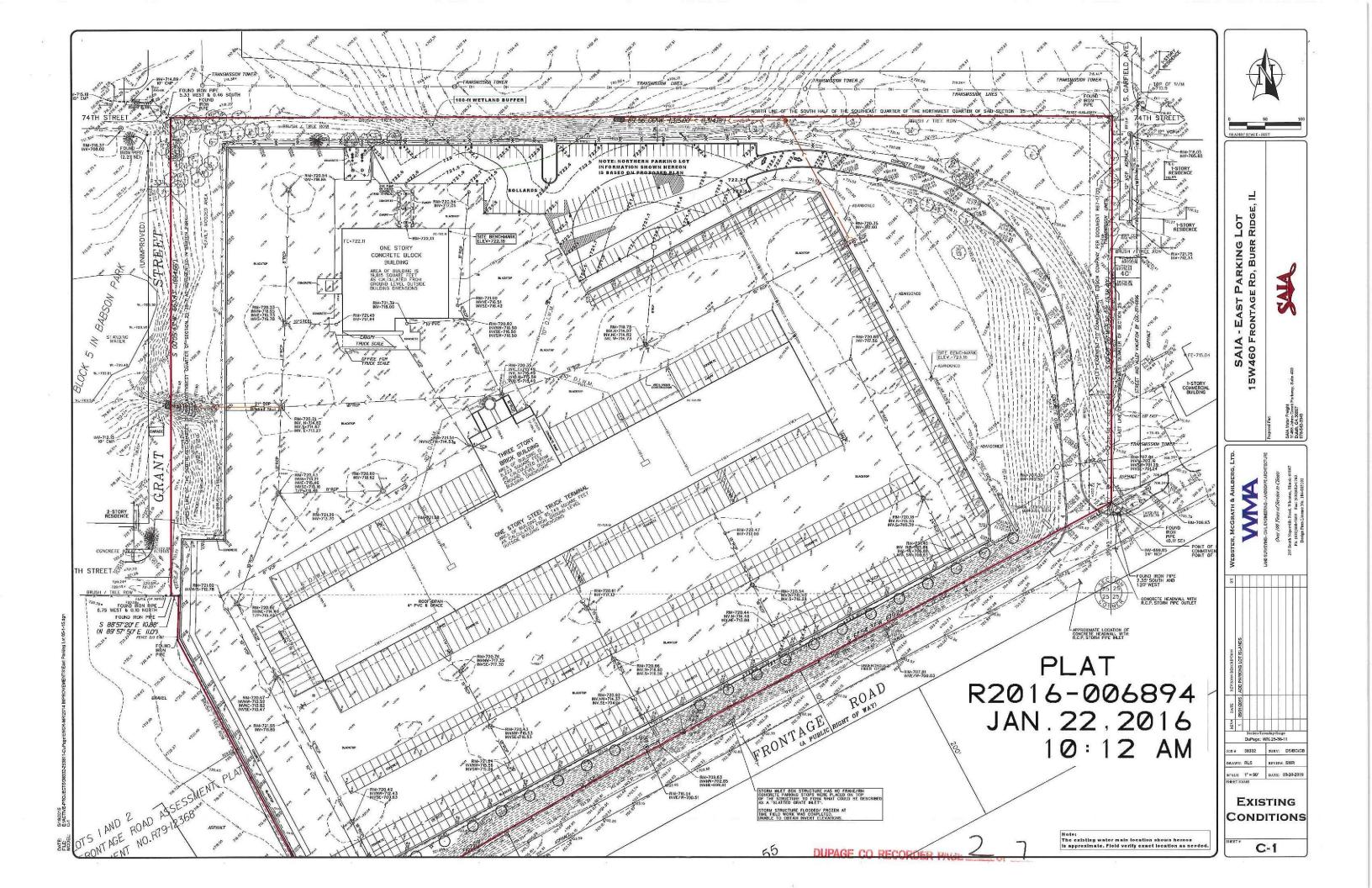


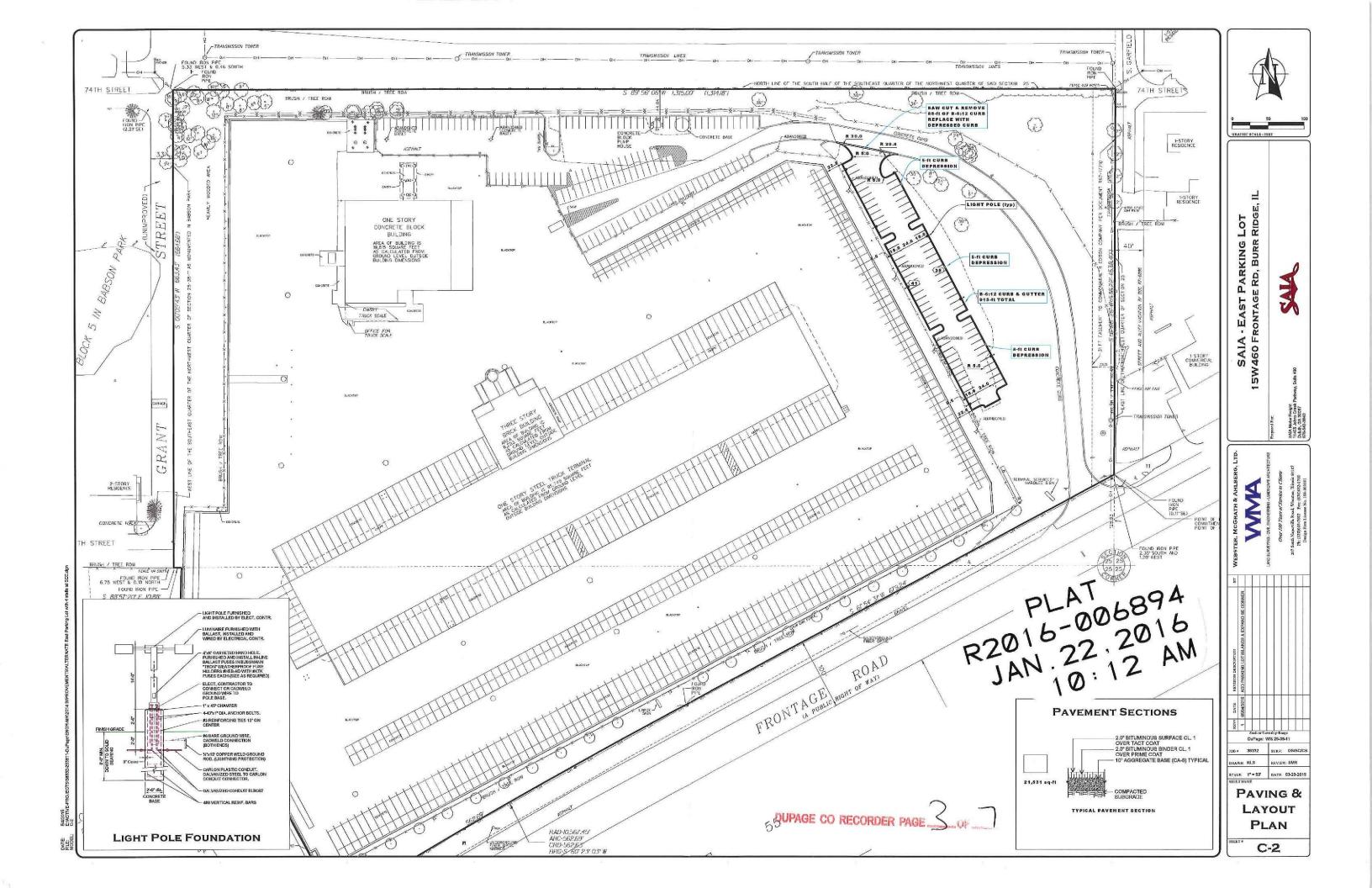
PREPARED & SUBMITTED BY & RETURN TO:

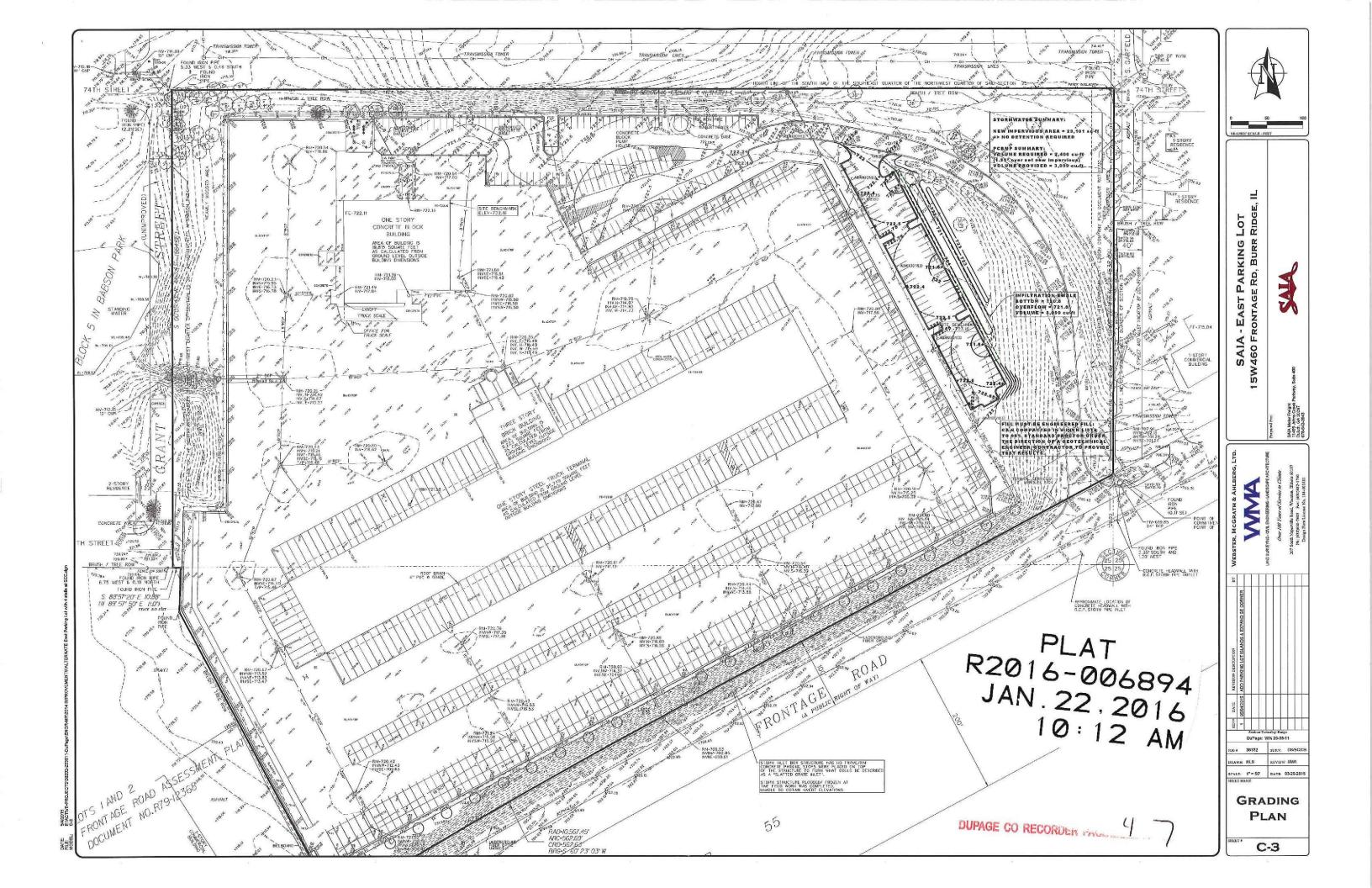
Karen Thomas, Village Clerk Village of Burr Ridge 7660 S. County Line Road Burr Ridge, Illinois 60527

DUPAGE CO RECORDER PAGE









GENERAL NOTES:

- AT LEAST TWO WORKING DAYS PRIOR TO THE COMMENCEMENT OF WORK, THE CONTRACTOR SHALL NOTIFY THE FOLLOWING: VILLAGE OF BURR RIDGE: (539) 323-4733 UTILITY INFORMATION IS BASED UPON FIELD MEASUREMENTS AND BEST AVAILABLE RECORDS AND SHOULD NOT BE TAKEN AS EXACT, FIELD DATA IS LIMITED TO THAT WHICH IS VISIBLE AND CAN BE MEASURED. THIS DOES NOT PRECLUDE THE EXISTENCE

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- WILLAGE OF BURR RIDGE: (630) 323-4733
 UTILITY INFORMATION IS BASED UPON FIELD MEASUREMENTS AND BEST AVAILABLE RECORDS AND SHOULD NOT BE TAKEN AS EXACT, FIELD DATA IS LIMITED TO THAT WHICH IS VISIBLE AND CAN BE MEASURED. THIS DOES NOT PRECLUDE THE EXISTENCE OF OTHER UNDERGROUND UTILITIES.
 THE CONTRACTOR SHALL NOTEFY JULLE: (611) 48 HOURS PRIOR TO ANY EXCAVATION WORK TO DETERMINE THE EXACT LOCATION OF EXISTING UTILITIES AND WILL BE REPONSIBLE FOR TANY DAMAGE TO THEM.
 EXCEPT WHERE MODIFIED BY THE CONTRACT DOCUMENTS.
 "STANDARD SPECIFICATIONS FOR NOAD AND BRIDGE CONSTRUCTION IN THE STATE OF ILLINOIS"
 "STANDARD SPECIFICATIONS FOR WATER AND SEXMERY MAIN CONSTRUCTION IN THE STATE OF ILLINOIS"
 "STANDARD SPECIFICATIONS FOR WATER AND SEXMERY MAIN CONSTRUCTION IN ILLINOIS"
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 DEGROFT VILLAGE ENGINEER.
- VILLAGE ENGINEER. THIS WORK SHALL CONSIST OF RESTORATION OF ACCESS TO ALL RESIDENTIAL PROPERTIES AS SOON AS POSSIBLE AFTER THE TRENCH EXCAVATION PROGRESSES PAST RESIDENTIAL DRIVEWAYS. AFTER THE PIPE IS LADD AND INSPECTED, THE TRENCH SHALL BE BACKFILLED WITH STORE IN ORDER TO ALLOW ACCESS TO RESIDENTIAL DRIVEWAYS. ALTERNATIVELY, A STELE PLATE CAN BE UTILIZED TO PROVIDE ACCESS. TO ALLOW ACCESS TO RESIDENTIAL DRIVEWAYS. ALTERNATIVELY, A STELE PLATE CAN BE UTILIZED TO PROVIDE ACCESS. ALL RESIDENTIAL PROPERTIES SHALL HAVE ACCESS AT THE END OF EACH WORKING DAY. FAILURE TO PROVIDE ACCESS. TO ALL RESIDENTIAL PROPERTIES AT THE END OF EACH WORKING DAY SHALL RESULT IN A PROVENTIES AT THE STAT HE END OF EACH WORKING DAY SHALL RESULT IN THE PRAILTY OF \$500 PER DAY/PER OCCURRENCE. THIS WORK SHALL NOT BE PAID FOR DIRECTLY, BUT SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT. 12.
- PER DAY/PER OCCURRENCE. THIS WORK SHALL NOT BE PAID FOR DIRECTLY, BUT SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT. ALL DISTURBED TURF AREAS SHALL BE RESTORED WITH A MINIMUM 4" OF TOPROIL AND SEED. SEEDING OPERATIONS SHALL INCLUDE PREPARING THE SEED BED, WORKING THE SOL, SEEDING, FERTULING, AND PLACEMENT OF EROSION CONTROL LANKET ON ALL AREAS SO DIRECTED BY THE ENGINEER. SEED SHALL CONFORM TO IDOT CLASS 1A SPECIFICATIONS. IMMEDIATELY PRIOR TO PLACEMENT OF SEED, FERTILIZER NUTHENTS SHALL BE SPREAD ON THE SEED BED ATA RATE OF 230 LB3.00 AT A RATIO OF 13(N)-25(P25)-13(X20). ALL SOLL PARTICLES SHALL BE SPREAD ON THE SEED BED ATA RATE OF 230 LB3.00 AT A RATIO OF ROCKS LARGER THAN 3" SHALL BE REMOVED. SEED, FERTILIZER, AND MULCH SHALL BE APPLED WITH A HYDRAULC SEEDER IN ACCORDANCE WITH ACCEPTED STANDARD PRACTICES FOR HYDRAULCI SEEDING. ANY IRRICATION SYSTEMS DISTURBED OR DAMAGED SHALL BE PUT BACK IN ORIGINAL WORKING CONDITION, AT NO ADDITIONAL COST TO THIS CONTRACT, UNLESS OTHERWISE SPECIFIED SHALL BE CONTRACT, UNLESS 11.200 PARTICIDES FOR HYDRAULCI SEEDING. ANY IRRICATION SYSTEMS DISTURBED OR DAMAGED SHALL BE PUT BACK IN ORIGINAL WORKING CONDITION, AT NO ADDITIONAL COST TO THIS CONTRACT, UNLESS OTHERWISE SPECIFIED SHALL DE CONTRACT, UNLESS OTHERWING SECIFICATIONS, SECIFICATIONS, SECIFICATIONS SECIFIC 13, IN, THIS WORK SHALL COMPLY WITH THE IDOT STANDARD SPECIFICATIONS, SECTION NUMBERS 211, 250, AND 251

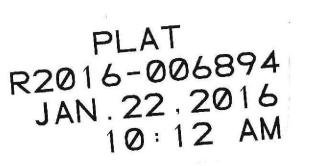
PAVEMENT, SIDEWALK, AND CURB & GUTTER

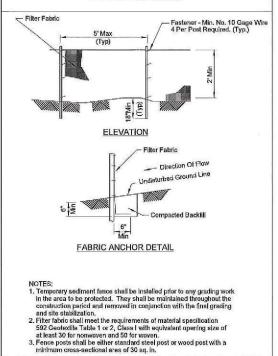
- ALL PAVEMENT AND CURB & GUTTER SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AS PUBLISHED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION. SIDEWALK SHALL BE FIVE (6) INCHES THICK PORTLAND CEMENT CONCRETE, FIVE (6) FEET MIDE. IT SHALL BE FILAGED ON FOUR (4) INCHES OF CA-8 STONE BASE, IN LOCATIONS THAT IT CROSSES THROUGH A DRIVEWAY OR OVER AUTRLITY THENCH, IT SHALL BE EVENT (7) NOHES THICK AND SHALL BE REINFORCED WITH THREE (3) NUMBER SX (6) REBARS FOR A LENGTH OF TWENTY (20) FEET CENTERED ON THE CROSSING. SENTERED ON THE CROSSING. IN LOCATIONS THAT THE CURB AND GUTTER CROSS THROUGH A DRIVEWAY OR OVER A UTILITY TRENCH, IT SHALL BE REINFORCED
- 3. WEDVOID (2) NUMBER FOUR (4) REBARS FOR A LENGTH OF TWENTY (20) FEET CENTERED ON THE CROSSING. ALL EXISTING PAVEMENT, SIDEWALK, AND CURB A GUTTER TO BE REMOVED SHALL BE SAWOUT TO A NEAT EDGE ALONG THE LIMITS OF PROPOSED REMOVAL PRIOR TO THE START OF REMOVAL OPERATIONS. 4.

EROSION AND SEDIMENT CONTROL

- ALL EROSION AND SEDIMENT CONTROL SHALL COMPLY WITH THE VILLAGE OF BURR RIDGE SPECIFICATIONS AND THE LATEST ED. OF "PROCEDURES AND STANDARDS FOR URBAN SOIL EROSION CONTROL AND SEDIMENTATION CONTROL IN ILLINOIS". THE ENTIRE SITE SHALL BE MAINTAINED SO THAT NO STORM WATER RUNOFF CARRYING SEDIMENT CAN FLOW UNRESTRICTED FROM THE SITE. ALL EXPOSED SOIL SHALL HAVE SOD OR EROSION CONTROL BLANKETS WITH SEED PLACED WITHIN SEVEN (7) DAYS AFTER THE FINAL BACKFIL HAS BEEN PLACED. THE ROADWAY AND ALL PAVED AREAS MUST BE KEPT CLEAR OF MUD, STONE, OR OTHER DEBRIS AT ALL TIMES. THE ROADWAY SHALL BE "BROOM-CLEAN" AT THE CLOSE OF EACH DAY.

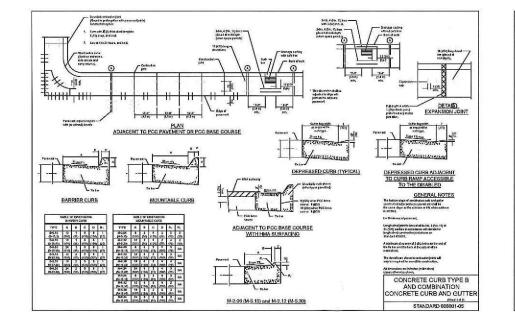
- SHALL BE "BROOM-CLEAN" AT THE CLOSE OF EACH DAY. ALL DISTURBED AREAS SHALL BE RESTORED WITHIN SEVEN (7) DAYS OF WATER MAIN COMPLETION.

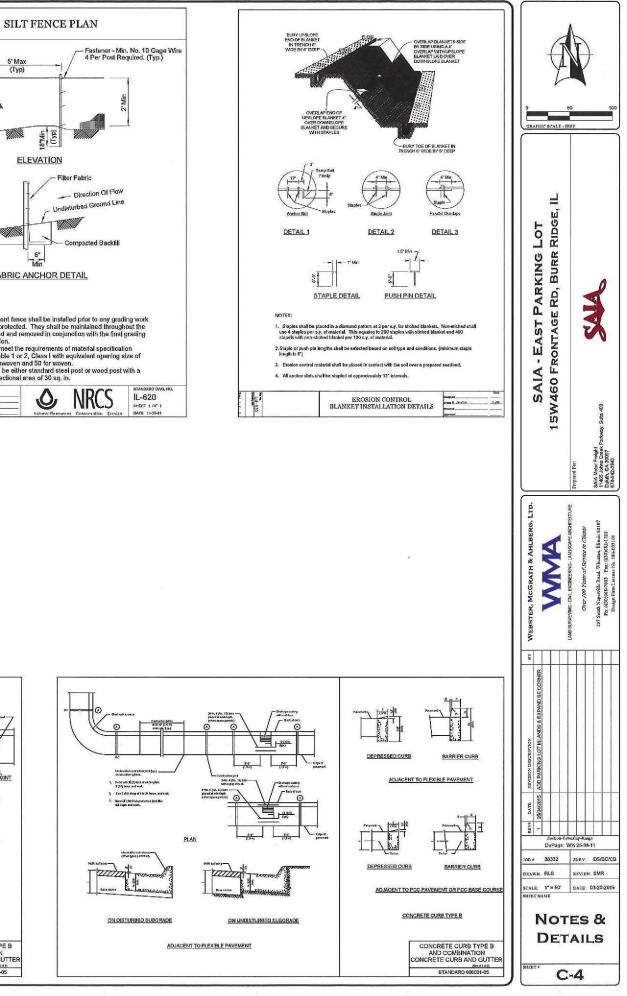




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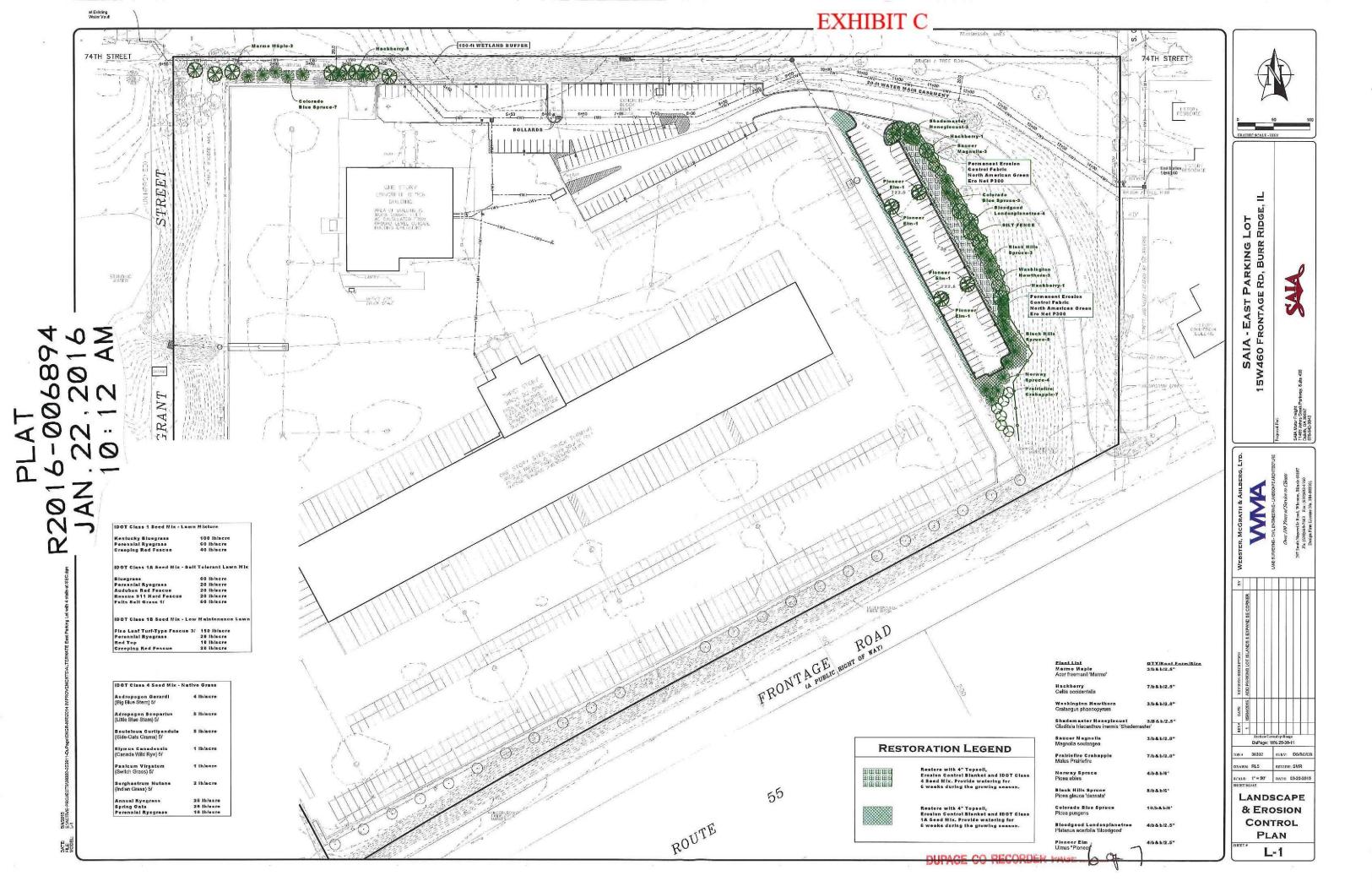






DATE:

DUPAGE CO RECORDER PAGE



Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Boundary	+	0.0 fc	0.2 fc	0.0 fc	N/A	N/A
Boundary - Frontage Road	ж	0.0 fc	0.0 fc	0.0 fc	N/A	N/A
grass area	+	0.1 fc	1.3 fc	0.0 fc	N/A	N/A
Boundary - House Side	ж	0.0 fc	0.0 fc	0.0 fc	N/A	N/A
Parking Area	+	0.7 fe	4.2 fc	0.0 fc	N/A	N/A
Property Line	*	0.0 fc	0.2 fc	0.0 fc	N/A	N/A

Symbol	Label	Qty	Catalog Number	Description	Lamp	Lumens	LLF	Walts
	x	21	SBX90CLU-SQ5	NITE BRITES SBX LED AREA/SITE LIGHT SHOEBOX TYPE V WITH INTERNAL ACRYLIC COLLUMATOR AND FLAT GLASS LENS	54 WHITE LEDS, LUMEN OUTPUT = 4314 LMS.	Absolute	0.81	94,8
	SA	7	EASB_F4F505	EVOLVE SCALABLE AREA HORIZONTAL AREA LARGE	2; 157W HBLED, CLEAR SMT, VBU	Absolute	0.81	171
	SB	4	EASB_F5N505	EVOLVE SCALABLE AREA HORIZONTAL AREA LARGE	2; 157W HBLED, CLEAR SMT, VBU	Absciute	0.81	171
	sc	11	EASB_F4F505	EVOLVE SCALABLE AREA HORIZONTAL AREA LARGE	2; 157W HBLED, CLEAR SMT, VBU	Absolute	0.81	171
	SD	31	EFNA_F4550	EVOLVE LED FLOOD	LED	Absolute	0.81	148

NOTES

- 1. SEE MOUNTING HEIGHT DETAIL FOR SA, SB, AND SC.
- 2. POLE SPECIFICATIONS: FIXTURES SA & SB: ARSA-12SD-5B-DB FIXTURE SC: ARSA-20SD-5B-DB
- SEE MANUFACTURES SPECS FOR DRILL OF THE HOLES

3. FOR SA: CENTER OF POLE & POLE BASE IS 2'-6" FROM CURB FOR 88: CENTER OF POLE & POLE BASE IS 2'-6" FROM CURB FOR SC: CENTER OF POLE & POLE BASE IS 2'-6" FROM CHAIN LINK FENCE

30 50 50 50 50 50 50 50 50 50 50 50 0.0 0.0 "Do "Do "Do "Do "Do "as "as "as "as "as ບຊີດ, ເດັ້າ ເຮັ້ອ, ເຈັ້ອ, ເຈັັອ, ເຈັັອ, ເຈັ້ອ, ເຈັັອ, ເຈັັອ, ເຈັອ, ເຈັ້ອ, ເຈັ້ອ, ເຈັ້ອ, ເຈັ້ອ, ເຈັ້ອ, ເຈັ້ອ, ເຈັ້ອ, ເຈັ້ 0,2 *0,3 *0,2 *0,0 *0,0 *0,0 *0,0 *0,0 *1.2 *0.8 *0.4 *0.1 *0.0 *0.0 *0.1 *0.2 *0.5 *1.8 *1.8 *1.5 *1.0 *3.0 *2.5 *1.2 *0.5 *0.2 *0.1 *0.1 *0.0 *0.0 *0.0 *0.0 *0.2 *1.2 *1.8 *0.8 *0.4 *1.0 *1.0 *0.4 *0.1 *0.0 *0.0 *0.0 *0.0 too too too too tia tat *5.7 *2.0 *0.5 *0.1 *0.0 *0.0 *0.0 *0.0 *0.1 *5.9 *2.8 *0.5 *0.1 *0.0 *0.0 *0.1 *0.1 to 2 to 4 to 3 to 1 *2.9 *1.5 *0.5 *0.1 *0.1 *0.1 *0.4 *0.5 "29 "15 "04 "01 "00 "00 "00 "00 "01 "03 "04 "02 "01 "00 "00 "00 "00 "00 "00 "01 "02 "03 "04 "05 "07 "03 "01 "03 "01 "01 "13 "10 "07 "02 0.5 0.6 02 0.1 0.1 0.3 1.1 20 0,3 °0,4 °0,2 °0,1 *0,1 *0,3 *1.8 *4.8 *3,6 *2.1 *0.7 *0.2 *0.1 *0.0 *0.1 *0.2 *0.2 *0.3 *1.2 *2.8 *1.3 *0.4 *0.1 *0.0 *0.0 *0.1 *0.1 *0.3 *0.5 *0.3 *43 *23 *0.7 *0.2 *0.1 *0.0 *0.1 *0.8 *1.1 *0.9 *0.2 *0.3 *2.4 *1.3 *0.4 *0.1 *0.0 *0.1 *0.5 *1.1 *2.4 *1.3 *0.4 *0.1 *0.0 *0.1 *0.5 *1.1 6.0 *2.4 *0.5 *0.1 *0.0 *0.1 *0.3 *0.5 *0.5 *0.5 *0.4 *0.5 *0.4 *0.2 *0.1 *0.1 *0.1 *0.1 *0.4 *0.4 *0.4 *0.4 *0.1 *0.0 *0.0 *0.1 *0.1 *0.2 *0.5 *1.0 *2.4 *1. 0.0 0.0 0.0 0.0 *5.1 *2.3 *0.7 *0.2 *0.1 *0.0 *0.1 *0.3 *0.4 *0.3 *1.2 *3.7.*3.9 *1.2 *0.1 *0.1 *0.2 *0.4 *1.0 *1.7 *1 *3.4 *1.2 *0.3 *0.1 *0.0 *0.0 *0.1 *0.1 *0.3 *0.4 *0.3 *0.0 s *4.8 *3.4 *1.2 *0.5 *0.1 *0.0 *0.0 *0.1 *0.6 *1.1 *1.1 *0.1 *1.0 *2.2 *2.5 *1.7 *0.8 *0.3 *0.1 *0.0 *0.1 *0.3 *1.2 *2,5 *1,5 *0,9 *0,9 *0,9 *0,5 *0,3 *0,1 *0,1 *0,0 *0,0 *0,0 *0,1 *0,3 *0.1 *00 *00 *0.3 *0.1 *0.0 *0.0 *0. to s to s to 2 to 0 to 0 to 0 to 0 to 0 to 1 to 1 to 3 to 5 to 8 to 7 1. "0.0 0.0" 0.0 0.0" 0.0" *3.2 *1.5 *0.4 *0.1 *0.0 *0.0 *0.0 *0.1 *0.1 *0.2 *0.5 *1.0 *2.3 *1.9 *5.9 *2.4 *0.4 *0.1 *0.0 *0.0 *0.1 *0.1 *0.2 *0.5 *0.6 *0.8 *1.5 "b.a "b.a "b.a "b.a "b.a "b.a "oo "oo "oo "oo "oo "oo d2.3 *3.8 *2.0 *1.4 *0.9 *0.3 *0.1 *0.2 *0.4 *0.5 *1.0 *2.5. 7 28 28 10 108 108 108 103 102 101 101 101 100 100 100 101 101 102 103 104 107 110 110 110 110 120 112 102 *0.6 *0.7 *0.5 *0.4 *0.2 *0.2 *0.4 *0.8 *1.1 *0.9 * 0.1 *0.1 *0.1 *0.1 *0.2 *0.5 *1.3 *3.0 "0,0 "0,0 "0,0 "0,0 00 00 00 01 01 03 11 2 "0.0 "0.0 "0.0 "0.1 "0.4 "1.9-"+0 10,1 10,0 10,0 10,0 10,0 10,0 too too too too too too too "00 "00 "00 "00 "02 "07 "2a-ton ton ton ton ton ton ton "hi "ho "ho "ho 0.0 *0.0 *0.1 *0.2 *0.6 *1.9 * *2.0 *2.7 *2.5 *0.9 *0.7 *0.5 *0.3 *0.2 *0.1 *0.1 *0.0 *0.0 *0.0 *0.1 *0.1 *0.2 *0.2 *0.3 *0.5 *0.8 *0.9 *1.0 *1.2 *2.4 *2.0 *1.3 "0.0 "0.0 "0.0 "0.0 "on "on ton tot toa "11 "a4 the the the the the 0.0 0.0 *0.0 *0.0 *0.0 *0.1 *0.1 *0.2 *0.2 *0.3 *0.5 *0.8 *1.0 *1.1 *2.0 *2.1 *1.6 *1.2 5.0 "a "a "a "a "0.0 "0.0 "0.0 "0.1 "0.1 "0.2 "0.4 "0.5 "0.8 "1.2 "1.2 "1.1 "1.3 "1.9 "T2.3 "0.3 "0.2 "bo "bo "bo too to: to2 to3 to5 to8 to9 1.4 1.7 2.4 1.6 1.9 *00 *00 *00 "0.0 "0.0 "0.0 "0.0" to.0 to.0 to.0 to.1 to.2 to.4 to.7 tie tie tie tie te.2 to.1 too too too too too "b,o "b,o "o,o "b,o "o,o "o,o the ten ten ten ten ten ten ten ten *0.4 *0.6 *1.5 *2.0 *2.1 *1.4 *1.9.2 *0.6 *0.1 *0.1 *0.0 ^M0.0 *0.5 *0.7 *2.2 *2.1 *1.8 0.5 0.7 *1.3 *0.4 *0.3 *0.0 0.0 0.0 0.0 0.2 *0.6 *0.1 to.0 "b.0 "0.0 *0.2 50 50 50 "0.0 "0.0 "po "po "0.0 "0.0 "0.0 "0.0 "0.0 too too too too too too

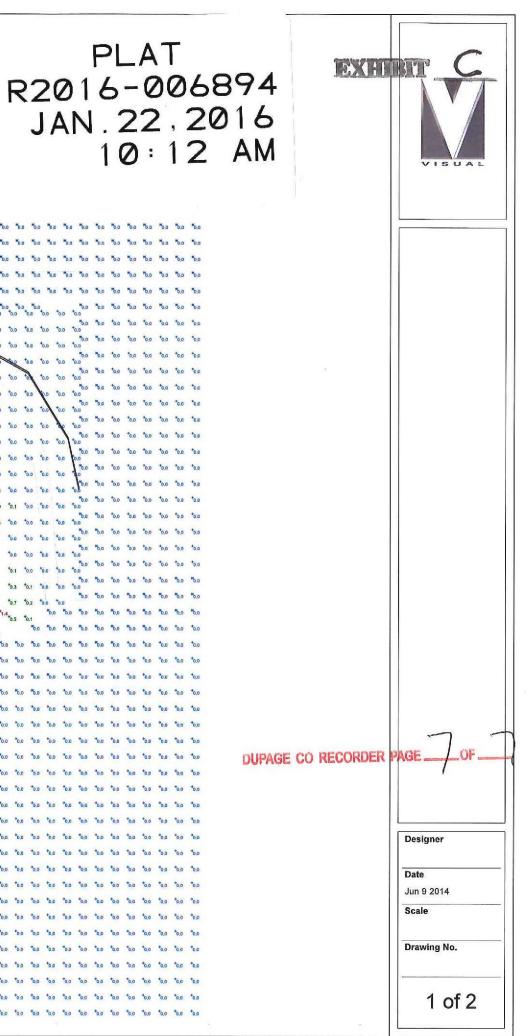


EXHIBIT D



ORDINANCE NO. _____

AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE BURR RIDGE ZONING ORDINANCE TO PROHIBIT THE LOCATION OF CANNABIS BUSINESS ESTABLISHMENTS <u>WITHIN THE VILLAGE OF BURR RIDGE</u>

WHEREAS, the Mayor and Board of Trustees of the Village of Burr Ridge (the "Village") have determined that it is advisable, necessary, and in the best interests of the Village to prohibit the location of cannabis business establishments, as defined hereinafter, in the Village; and

WHEREAS, the corporate authorities of the Village deem it advisable, necessary, and

within the best interests of the Village to amend various sections of the Burr Ridge Zoning

Ordinance in order to prohibit the location of cannabis business establishments in the Village.

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. Section XIVB, entitled "Definitions," of Section XIV, entitled "Rules and

Definitions," of the Burr Ridge Zoning Ordinance is hereby amended by adding the following

definitions in their proper alphabetical order, as follows:

<u>ADULT USE CANNABIS DISPENSING ORGANIZATION</u>: A facility operated by an organization or business that is licensed by the Illinois Department of Financial and Professional Regulation to acquire cannabis from licensed cannabis business establishments for the purpose of selling or dispensing cannabis, cannabis-infused products, cannabis seeds, paraphernalia, or related supplies to purchasers or to qualified registered medical cannabis patients and caregivers, per the Cannabis Regulation and Tax Act. A facility that only acquires and dispenses medical cannabis to registered medical cannabis patients shall be considered a Medical Cannabis Dispensing Organization, as defined herein.

<u>CANNABIS</u>: Marijuana, hashish, and other substances that are identified as including any parts of the plant Cannabis sativa and including derivatives or subspecies, such as indica, of all strains of cannabis, whether growing or not; the seeds thereof, the resin extracted from any part of the plant; and any compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin, including tetrahydrocannabinol (THC) and all other naturally produced cannabinol derivatives, whether produced directly or indirectly by extraction; however, "cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of

the mature stalks (except the resin extracted from it), fiber, oil or cake, or the sterilized seed of the plant that is incapable of germination. "Cannabis" does not include industrial hemp as defined and authorized under the Industrial Hemp Act. "Cannabis" also means concentrate and cannabis-infused products.

<u>CANNABIS BUSINESS ESTABLISHMENT</u>: A cultivation center, craft grower, processing organization, dispensing organization, infuser organization or transporting organization.

<u>CANNABIS CONCENTRATE</u>: A product derived from cannabis that is produced by extracting cannabinoids from the plant through the use of propylene glycol, glycerin, butter, olive oil or other typical cooking fats; water, ice, or dry ice; or butane, propane, CO₂, ethanol, or isopropanol. The use of any other solvent is expressly prohibited unless and until it is approved by the Department of Agriculture.

<u>CANNABIS CRAFT GROWER</u>: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, dry, cure and package cannabis and perform other necessary activities to make cannabis available for sale at a dispensing organization or use at a processing organization, per the Cannabis Regulation and Tax Act.

<u>CANNABIS CULTIVATION CENTER</u>: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, process, transport, and perform other necessary activities to provide cannabis and cannabis-infused products to licensed cannabis business establishments, per the Cannabis Regulation and Tax Act.

<u>CANNABIS-INFUSED PRODUCT</u>: A beverage, food, oil, ointment, tincture, topical formulation, or another product containing cannabis that is not intended to be smoked.

<u>CANNABIS INFUSER ORGANIZATION OR INFUSER</u>: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to directly incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis-infused product, per the Cannabis Regulation and Tax Act.

<u>CANNABIS PROCESSING ORGANIZATION OR PROCESSOR</u>: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to either extract constituent chemicals or compounds to produce cannabis concentrate or incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis product, per the Cannabis Regulation and Tax Act.

<u>CANNABIS TRANSPORTING ORGANIZATION OR TRANSPORTER</u>: An organization or business that is licensed by the Illinois Department of Agriculture to transport cannabis on behalf of a cannabis business establishment or a community college licensed under the Community College Cannabis Vocational Training Pilot Program, per the Cannabis Regulation and Tax Act.

<u>MEDICAL</u> <u>CANNABIS</u> <u>DISPENSING</u> <u>ORGANIZATION</u>: A facility operated by an organization or business that is registered by the State of Illinois Department of Financial and Professional Regulation to acquire medical cannabis from a registered cultivation center for the

purpose of dispensing cannabis, paraphernalia, or related supplies and educational materials to registered qualifying patients.

Section 2. Section VII.C, entitled "T-1 Transitional District," of Section VII, entitled

"Transitional Districts," of the Burr Ridge Zoning Ordinance is hereby amended by adding thereto

Paragraph 7, entitled "Prohibited Uses," as follows:

7. <u>Prohibited Uses</u>:

Cannabis Business Establishments, including, but not limited to, Cannabis Craft Grower, Cannabis Cultivation Center, Adult Use Cannabis Dispensing Organization, Cannabis Infuser Organization or Infuser, Cannabis Processing Organization or Processor, Cannabis Transporting Organization or Transporter, and Medical Cannabis Dispensing Organization.

Section 3. Section VII.D, entitled "T-2 Transitional District," of Section VII, entitled

"Transitional Districts," of the Burr Ridge Zoning Ordinance is hereby amended by adding thereto

Paragraph 9, entitled "Prohibited Uses," as follows:

9. **Prohibited Uses:**

Cannabis Business Establishments, including, but not limited to, Cannabis Craft Grower, Cannabis Cultivation Center, Adult Use Cannabis Dispensing Organization, Cannabis Infuser Organization or Infuser, Cannabis Processing Organization or Processor, Cannabis Transporting Organization or Transporter, and Medical Cannabis Dispensing Organization.

Section 4. Section VIII.B, entitled "B-1 Business District," of Section VIII, entitled

"Business Districts," of the Burr Ridge Zoning Ordinance is hereby amended by adding thereto

Paragraph 7, entitled "Prohibited Uses," as follows:

7. <u>Prohibited Uses</u>:

Cannabis Business Establishments, including, but not limited to, Cannabis Craft Grower, Cannabis Cultivation Center, Adult Use Cannabis Dispensing Organization, Cannabis Infuser Organization or Infuser, Cannabis Processing Organization or Processor, Cannabis Transporting Organization or Transporter, and Medical Cannabis Dispensing Organization.

Section 5. Section VIII.C, entitled "B-2 Business District," of Section VIII, entitled

"Business Districts," of the Burr Ridge Zoning Ordinance is hereby amended by adding thereto

Paragraph 7, entitled "Prohibited Uses," as follows:

7. <u>Prohibited Uses</u>:

Cannabis Business Establishments, including, but not limited to, Cannabis Craft Grower, Cannabis Cultivation Center, Adult Use Cannabis Dispensing Organization, Cannabis Infuser Organization or Infuser, Cannabis Processing Organization or Processor, Cannabis Transporting Organization or Transporter, and Medical Cannabis Dispensing Organization.

Section 6. Section IX.C, entitled "O-1 Office District," of Section IX, entitled "Office

Districts," of the Burr Ridge Zoning Ordinance is hereby amended by adding thereto Paragraph 8,

entitled "Prohibited Uses," as follows:

8. <u>Prohibited Uses</u>:

Cannabis Business Establishments, including, but not limited to, Cannabis Craft Grower, Cannabis Cultivation Center, Adult Use Cannabis Dispensing Organization, Cannabis Infuser Organization or Infuser, Cannabis Processing Organization or Processor, Cannabis Transporting Organization or Transporter, and Medical Cannabis Dispensing Organization.

Section 7. Section IX.D, entitled "O-2 Office District," of Section IX, entitled "Office

Districts," of the Burr Ridge Zoning Ordinance is hereby amended by adding thereto Paragraph

10, entitled "Prohibited Uses," as follows:

10. <u>Prohibited Uses</u>:

Cannabis Business Establishments, including, but not limited to, Cannabis Craft Grower, Cannabis Cultivation Center, Adult Use Cannabis Dispensing Organization, Cannabis Infuser Organization or Infuser, Cannabis Processing Organization or Processor, Cannabis Transporting Organization or Transporter, and Medical Cannabis Dispensing Organization.

Section 8. Section X.D, entitled "RA Research Assembly District," of Section X, entitled "Manufacturing Districts," of the Burr Ridge Zoning Ordinance is hereby amended by adding thereto Paragraph 7, entitled "Prohibited Uses," as follows:

7. <u>Prohibited Uses</u>:

Cannabis Business Establishments, including, but not limited to, Cannabis Craft Grower, Cannabis Cultivation Center, Adult Use Cannabis Dispensing Organization, Cannabis Infuser Organization or Infuser, Cannabis Processing Organization or Processor, Cannabis Transporting Organization or Transporter, and Medical Cannabis Dispensing Organization.

Section 9. Section X.E, entitled "LI Light Industrial District," of Section X, entitled

"Manufacturing Districts," of the Burr Ridge Zoning Ordinance is hereby amended by adding

thereto Paragraph 7, entitled "Prohibited Uses," as follows:

7. <u>Prohibited Uses</u>:

Cannabis Business Establishments, including, but not limited to, Cannabis Craft Grower, Cannabis Cultivation Center, Adult Use Cannabis Dispensing Organization, Cannabis Infuser Organization or Infuser, Cannabis Processing Organization or Processor, Cannabis Transporting Organization or Transporter, and Medical Cannabis Dispensing Organization.

Section 10. Section X.F, entitled "GI General Industrial District," of Section X, entitled

"Manufacturing Districts," of the Burr Ridge Zoning Ordinance is hereby amended by adding

thereto Paragraph 7, entitled "Prohibited Uses," as follows:

7. <u>Prohibited Uses</u>:

Cannabis Business Establishments, including, but not limited to, Cannabis Craft Grower, Cannabis Cultivation Center, Adult Use Cannabis Dispensing Organization, Cannabis Infuser Organization or Infuser, Cannabis Processing Organization or Processor, Cannabis Transporting

A VES.

Organization.

APPROVED this 25th day of November, 2019.

Village Clerk

ATTEST:

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Section 11. All parts of the Village Code in conflict with the terms or provisions of this Ordinance shall be and the same are hereby amended or repealed to the extent of such conflict, and said Village Code and all other existing ordinances shall otherwise remain in full force and effect.

Organization or Transporter, and Medical Cannabis Dispensing

Section 12. If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof. The corporate authorities hereby declare that they would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.

Section 13. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

ADOPTED this 25th day of November, 2019, pursuant to a roll call vote as follows:

AYES: NAYS: ABSENT:

Movor

Mayor





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

Karen J. Thomas Village Clerk

J. Douglas Pollock Village Administrator

November 19, 2019

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

Re: Z-22-2019: Zoning Ordinance Amendments; Amendments and Findings of Fact

Dear Mayor and Board of Trustees:

The Plan Commission transmits for your consideration its recommendation to approve amendments to the Zoning Ordinance to prohibit recreational cannabis businesses in the Village.

After due notice, as required by law, the Plan Commission held a public hearing on November 18, 2019. The Plan Commission agreed with the direction of the Board with no opposing statements made otherwise. No residents objected to the decision of the Plan Commission.

The Plan Commission, by a vote of 6 to 0, *recommends that the Board of Trustees approve* amendments to the Zoning Ordinance to prohibit recreational cannabis businesses in the Village.

Sincerely,

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

RESOLUTION NO. R - ____- 19

A RESOLUTION CENSURING TRUSTEE ZACHARY MOTTL

WHEREAS, pursuant to Section 2.10 of Article II of Chapter 2 of the Burr Ridge Village Code, Village Trustees form the legislative department of the Village's government, and shall perform the duties and shall exercise the powers as may be delegated to them by statute; and

WHEREAS, beginning in September 2019, and continuing to the present, Trustee Zachary Mottl has engaged in a course of conduct that is non-legislative in nature, but rather has been in the nature of either confronting or accusing certain members of Village staff of lying about efforts that were made by Village staff back in 2013 to discover, and then to collect, an underpayment of places for eating taxes; and

WHEREAS, Trustee Mottl has not provided any documented evidence to support any of his accusations; and

WHEREAS, some of the offensive statements made by Trustee Mottl to various members of Village staff have included the following:

- On September 24, 2019, while at Village Hall, Trustee Mottl accused two Village employees of covering up criminal activities related to a local business establishment, and Trustee Mottl stated that those employees would be speaking to "people with badges" about this matter.
- On September 25, 2019, Trustee Mottl sent a text message to a third Village employee in which Trustee Mottl stated "[w]hen the people with the badges show up, the questions are going to get a lot harder. I expect next week or two some real s*** will hit the fan and the investigators will be in touch with the Village by then."
- On September 30, 2019, Trustee Mottl called a Village employee and stated that the employee and Mayor Grasso would be dealing with the Feds soon, and that this employee had better be looking for a new job.
- On October 11, 2019, Trustee Mottl sent an e-mail to three Village employees stating that one of those employees was not being honest; that a second Village employee was doing nothing about the "corruption" in the Village; and that Trustee Mottl had lost faith and trust in the Burr Ridge Police Department.
- On October 30, 2019, Trustee Mottl sent an e-mail to a Village employee, accusing him of lying and making a false claim regarding a report which was made in 2013 to the Illinois Department of Revenue regarding an underpayment of taxes. In addition, Trustee Mottl accused this employee and Village staff of continuing to lie and attempting to cover up crimes and corruption. Trustee Mottl then wrote that this Village employee needed to resign.

• On November 5, 2019, Trustee Mottl sent an e-mail to a Village employee stating that the employee was incompetent and insubordinate.

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

Section 1. The statements set forth in the Preamble hereto are adopted as the findings of the Village Board, as if fully set forth herein.

Section 2. Trustee Mottl has not provided any documented evidence to support any of his accusations.

<u>Section 3</u>. The Village Board further finds that the aforementioned conduct of Trustee Zachary Mottl was unwarranted and was demeaning to those members of the Village staff, as described hereinabove, and that Trustee Mottl is hereby censured for engaging in such inappropriate conduct. The Village Board hereby requests that Trustee Mottl cease engaging in such demeaning conduct.

<u>Section 4</u>. This Resolution shall be in full force and effect upon its adoption and approval.

ADOPTED this _____ day of _____, 2019

AYES: ______ NAYS: ______ ABSENT: _____

APPROVED this _____ day of _____, 2019.

Mayor

ATTEST:

Village Clerk



MEMORANDUM

TO:

RE:

Gary Grasso and Board of Trustees FROM: Doug Pollock, AICP, Village Administrator DATE: November 21, 2019 2040 Draft Financial Plan and Home Rule

In response to the November 5, 2019 Workshop and direction from Mayor Grasso, staff has prepared a draft financial plan for consideration by the Board of Trustees and has prepared responses to questions asked at the workshop. The following is a synopsis of the draft financial plan and workshop responses. Also enclosed are details of both.

SYNOPSIS

2040 Draft Financial Plan: It is staff's findings that there are three primary financial challenges facing the Village in the foreseeable future: (1) the Police Pension Fund, (2) Capital Improvement Fund Annual Road Program; and (3) the Equipment Replacement Fund. Based on the enclosed analysis of current and projected finances, staff recommends the following goals:

- In addition to the State mandated minimum, make an annual \$100,000 contribution to the Police Pension Fund.
- Find an annual source of revenue of \$350,000 per year to dedicate to the Capital Improvement Fund Annual Road Program.
- Find an annual source of revenue of \$150,000 per year to dedicate to the Equipment Replacement Fund.

Home Rule v. Non-Home Rule: Enclosed are responses to the Board's direction at the November 5 workshop. Additionally, staff has suggested different ways to meet the 2040 draft financial goals outlined above. In summary, staff believes that home rule would provide more financial options for the Village to meet the 2040 draft financial goals but that it is possible to meet those goals without home rule. The following are staff findings in this regard:

- Implementation of the additional 1/4 % sales tax approved by voters in 2006 would provide • \$350,000 which would be 58% of the revenue needed to achieve the financial goals. Implementation may be done at any time and does not require home rule status.
- Raising the hotel tax above the current 4% should be considered with or without home rule.
 - \circ With home rule, the tax could be raised to 5 $\frac{1}{2}$ % and in combination with the above sales tax, would provide the \$600,000 needed to achieve the 2040 draft financial goals.
 - Without home rule there is a 5% hotel tax limit and only 25% may be used for capital. Meeting the 2040 draft financial goals would require additional revenue from other sources or budget cuts.

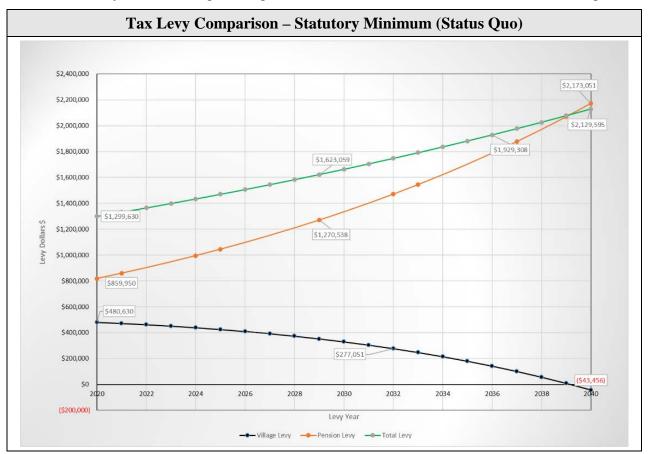
More details are provided on the following pages and the Board should note that there are other options or variables of the above options that may be considered.

Trustees should also keep in mind that this is a financial analysis only. There are also administrative differences regarding home rule status that are not addressed herein. Those will be addressed as may be directed by the Board of Trustees.

2040 DRAFT FINANCIAL PLAN

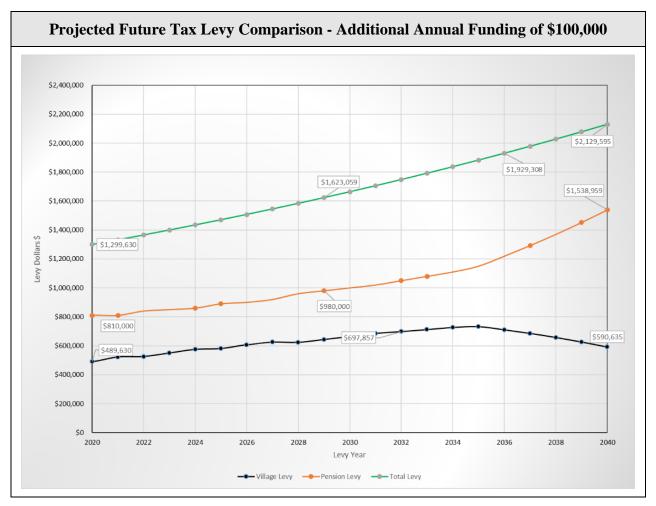
As noted in the synopsis, staff believes there are three primary fiscal challenges for the Village of Burr Ridge for the foreseeable future: (1) the Police Pension Fund, (2) the Capital Improvement Fund Annual Road Program; and (3) and the Equipment Replacement Fund. All of these challenges will adversely impact the general operating fund if not addressed.

Funding the Police Pension: Funding for the Police Pension Fund (PPF) comes from the property tax levy. Below is a graph showing the current and projected contributions to the PPF and the GF over the next 20 years, assuming funding at the State mandated minimum with 2.5% annual growth:



For the 2019 Property Tax Levy, 66% of the Levy will go to the PPF with the other 34% going to fund a portion of the Village's day to day operating expenses. The annual contribution to the PPF is mandated by the State of Illinois and is designed to achieve a 90% funding level by the year 2040. In order to achieve that goal, the minimum annual contribution to the PPF continues to increase. As such, the PPF continues to take away funding from the General Fund (GF).

To address the continuing decline in General Fund property tax revenue, Finance Director Jerry Sapp has engaged the Village's Actuary to provide options to stabilize the percentage of the property tax that goes to the PPF. After review of several options, it was determined that additional funding of \$100,000 per year would be the most efficient and effective means of stabilizing the percent of the property tax going to the PPF. Below is a graph showing the impact of an additional \$100,000 per year for the PPF. This graph assumes funding at \$100,000 above the State mandated minimum with a 2.5% annual growth rate.



In order to ensure that the General Fund is maintained at current levels, *it is my recommendation that the Board of Trustees establish a goal of contributing an additional \$100,000 per year to the Police Pension Fund (over and above the State mandated minimum) and to pursue new revenue opportunities to fund said contribution.*

<u>Funding the Annual Road Program</u>: The other financial challenge for the Village is funding of the annual road program. The average annual expenditure for the Road Program is \$750,000. The Village has historically received an average of \$280,000 per year from the State of Illinois Motor Fuel Tax (MFT) which is restricted to be spent on roadway projects. However, the 2019 gas tax imposed by the State of Illinois will add about \$120,000 to the MFT Fund. Thus, going forward we should anticipate \$400,000 in annual revenue from the MFT Fund.

Historically, the gap between MFT funding and the cost of the Road Program has been paid for with General Fund surpluses – primarily building permit revenues. With building activity trending downward and with less of the property tax available for the GF, funding the Road Program will become a greater challenge.

In order to ensure uninterrupted implementation of the Road Program, *it is my recommendation that the Board of Trustees pursue new revenue opportunities that can be relied upon to provide an additional \$350,000 per year for the Road Program.*

Funding the Equipment Replacement Fund: The Equipment Replacement Fund (ERF) is the

other CPF that requires significant funding to maintain. The ERF budget includes a table listing the cost of replacement and the anticipated years of service for all Village vehicles and related equipment (except police patrol cars which are budgeted in the Police Department). Below is a summary of the Equipment Replacement Fund.

Total Replacement Cost of All Vehicles & Equipment	\$1,765,574
Current Reserves:	\$335,866
Annual Contribution (Total Replacement Cost / Years of Service)	\$187,086

The estimated annual contribution is based on anticipated years of service for each vehicle or piece of equipment divided by its replacement cost. In reality, most of our vehicles and equipment are extended beyond the anticipated years of service. If it is assumed that each one will be extended two years, the estimated annual contribution would be closer to \$150,000.

Based on the above, it is my recommendation that the Board of Trustees pursue new revenue opportunities that can be relied upon to provide an additional \$150,000 per year for the Equipment Replacement Fund.

The other Capital Projects Funds are buildings and grounds in the Capital Improvement Fund, the Pathway Fund and the Stormwater Fund. Expenditures in these funds are primarily project-based and do not require annual funding. Further, if the other recommended policies are adopted, General Fund surpluses may be transferred to these funds as they become available and as needed.

HOME RULE V. NON-HOME RULE FINANCIAL IMPACTS

At the November 5, 2019 Workshop, the Village Board asked staff to prepare a report on the financial impacts of home rule (HR)versus non-home rule (NHR). Specifically, the Board asked:

- How much annual funding for police pension and capital projects could be achieved from hotel taxes with and without HR;
- How much annual revenue from tickets and code violation fines could be realized using adjudication with and without HR; and
- A comprehensive review of other revenue impacts with and without HR.

Hotel Tax – Non-Home v. Home Rule

Non-Home Rule: As a non-HR municipality, the Village's use of hotel tax funds is limited by the following:

- The maximum tax rate is 5%. The Village of Burr Ridge's current hotel tax rate is 4%.
- At least 75% of expenditures of hotel taxes must be expenditures that encourage overnight stays in the Village. Historically, 100% of hotel tax expenditures had to be used to encourage overnight stays. 2019 State of Illinois legislation allows up to 25% to be used for capital or economic development. That provision expires in 2023.
- Hotel tax revenue may not be used for the Police Pension Fund.

Based on Fiscal Year 2019-20 anticipated revenues, the following are just a few examples of how Burr Ridge could use hotel tax funds as a NHR municipality. In all cases where hotel budget cuts are included, those cuts could come from marketing (\$350,000 per year), promotions and events (\$150,000 per year), and/or landscape maintenance (\$100,000 per year).

Hotel Tax Revenues - Non-Home Rule Scenarios					
Example 1)	Budget Cuts Only: Maintain hotel tax rate at 4 Capital Improvement	5			
	Estimated Hotel Tax Revenue at 4%	\$650,000			
	Hotel Expenditure Budget	\$487,500			
	Transfer to Capital Improvement Fund	\$162,500			
	Transfer to Police Pension Fund	\$0			
	Hotel Fund Budget Cuts	-\$162,500			
Example 2)	Raise Tax and Transfer Increment: Increase h to Capital Improvemen				
	Estimated Hotel Tax Revenue at 5%	\$812,500			
	Hotel Expenditure Budget	\$162,500			
	Transfer to Capital Improvement Fund	\$162,500			
	Transfer to Police Pension Fund	\$0			
	Hotel Fund Budget Cuts	\$0			
Example 3)	<i>Example 3) Raise Tax and Transfer 25%;</i> Increase hotel tax to 5% and reallocate maximum of 25% to Capital Improvement Fund				
	Estimated Hotel Tax Revenue at 5%	\$812,500			
	Hotel Expenditure Budget	\$609,375			
	Transfer to Capital Improvement Fund	\$203,125			
	Transfer to Police Pension Fund:	\$0			
	Hotel Fund Budget Cuts	-\$40,625			

Home Rule (HR): As a HR municipality, the Village's use of hotel tax funds is limited by:

- There is no maximum tax rate. In Willowbrook, the hotel tax rate is 6%.
- The use of hotel taxes is unrestricted.

The following are three examples of how the hotel tax could be used if Burr Ridge were HR. There are of course an unlimited number of options that the Village could utilize. For purposes of this report, the examples are focused on achieving the 2040 Financial Goals listed herein.

Hotel Tax Revenues - Home Rule Scenarios				
<i>Example 1)</i> Budget Cuts Only: Maintain hotel tax rate at 4% and cut hotel budget to reallocate 25% to Police Pension Fund and Capital Improvement Fund				
Estimated Hotel Tax Revenue at 4%	\$650,000			
Hotel Expenditure Budget	\$487,500			
Transfer to Capital Improvement Fund:	\$62,500			
Transfer to Police Pension Fund:	\$100,000			
Hotel Fund Budget Cuts	-\$162,500			

Example 2) Raise Tax to 5% and Transfer Increment: Increase hotel tax rate to 5% and reallocate increment to Police Pension Fund and Capital Improvement Fund					
Estimated Hotel Tax Revenue at 5%	\$812,500				
Hotel Expenditure Budget	\$650,000				
Transfer to Capital Improvement Fund	\$62,500				
Transfer to Police Pension Fund:	\$100,000				
Hotel Fund Budget Cuts	\$0				
Example 3) Raise Tax to 6% and Transfer Increment: Increase hotel tax rate to 6% and reallocate increment to Police Pension Fund and Capital Improvement Fund					
Estimated Hotel Tax Revenue at 6%	\$975,000				
Hotel Expenditure Budget	\$650,000				
Transfer to Capital Improvement Fund	\$225,000				
Transfer to Police Pension Fund:	\$100,000				
Hotel Fund Budget Cuts	\$0				

Ticket and Code Violation Revenues

At the workshop there was a lengthy discussion regarding HR, local adjudication and revenues. Much of the discussion was about implementing local adjudication of local ordinance violations such as parking tickets, towing fees, and property maintenance code violations. The primary benefits of local adjudication (e.g. more effective code enforcement and more convenient service to residents) will occur with or without HR. In fact, staff will be requesting Board approval to implement local adjudication as part of the upcoming budget cycle with or without HR.

There would be an increase in revenue from local adjudication with HR although that number is difficult to estimate. For code compliance (primarily zoning and property maintenance), revenues are difficult to quantify because (1) we have not used local adjudication and therefore it is difficult to estimate the number of cases that would go to adjudication; and (2) Any fines would be imposed by the hearing officer and would be determined on a case by case basis. HR does allow the hearing officer to impose fines exceeding the \$750 restriction for NHR municipalities (although we would not anticipate seeing fines so high for code compliance cases).

Relative to local ordinance tickets and fines issued by the Police Department, again the revenues are hard to predict due to factors unknown or beyond our control. Staff is comfortable in estimating that the increase in revenue due to HR status would be a minimum of \$50,000 per year.

Other Revenue Impacts

The final request at the workshop was for a comparison of revenue opportunities with and without HR. Below is a table of the various revenue sources available to the Village and available revenue with and without HR authority. All estimates are based on annual revenue made available for the General Fund (GF), Capital Projects Fund (CPF) and Police Pension Fund (PPF).

Other Taxes – Non Home Rule and Home Rule	
Tax:	Additional HR \$\$
Sales Tax: NHR limited to a 1% but may impose additional ½% by referendum. Burr Ridge voters approved a ½% sales tax increase in 2006. The Village Board implemented a ¼% of that tax. The Board may implement the other quarter percent at any time. Each ¼% increase will result in an estimated \$350,000 in revenue. The sales tax rate for HR municipalities is not limited.	Each ¼ % increase equals \$350,000
Places of Eating Tax: NHR limited to 1%. HR is not limited. Each ¹ / ₄ % increase will result in an estimated \$100,000 in revenue.	Each ¼ % increase equals \$100,000
Amusement Tax: NHR limited to 5%. HR is not limited.	Undetermined
Liquor Tax: NHR municipalities are prohibited from imposing a liquor tax. HR may impose an unlimited tax on the sale of alcoholic beverages in additional to sales and places of eating taxes. The quantity of liquor sales in Burr Ridge is unknown.	Undetermined
Gasoline Tax: NHR municipalities in Du Page County are prohibited from imposing a gasoline tax. HR may impose an unlimited tax on the sale of gasoline. The quantity of gasoline sales in Burr Ridge is unknown.	Undetermined
Property Tax: Without a referendum NHR municipalities are restricted to annual increases in property taxes based on the Consumer Price Index and new growth. HR may increase property taxes without a referendum.	Undetermined

ACHIEVING THE GOALS OF THE 2040 DRAFT FINANCIAL PLAN

With or without HR, Village Staff is recommending that the Board of Trustees adopt the 2040 Financial Goals outlined herein. Once the goals are adopted, the Board of Trustees may begin to consider how the Village may achieve said goals.

Below are two examples of how the goals could be achieved; one without HR and with HR.

Achieving 2040 Financial Goals – Non-Home Rule						
Revenue Source:	Total Revenue	Road Program	Equipment Replacement	Police Pension Fund		
Raise Hotel Tax to 5% and Maintain \$650,000 Expenditure Budget:	\$162,500	\$100,000	\$62,500	\$00.00		
Implement 1/4 % NHR Sales Tax:	\$350,000	\$250,000	\$00.00	\$100,000		
Other sources, e.g. adjudication, contractors licenses, vehicle stickers, etc.	\$87,500	\$00.00	\$87,500	\$00.00		
Totals:	\$600,000	\$350,000	\$150,000	\$100,000		

Achieving 2040 Financial Goals – Home Rule								
Revenue Source:	Total Revenue	Road Program	Equipment Replacement	Police Pension Fund				
Raise Hotel Tax to 5 ½ % and Maintain \$650,000 Expenditure Budget:	\$250,000	\$100,000	\$150,000	\$00.00				
Implement 1/4 % NHR Sales Tax:	\$350,000	\$250,000	\$00.00	\$100,000				
	\$600,000	\$350,000	\$150,000	\$100,000				

Further direction from the Board of Trustees is requested.



14400 South John Humphrey Drive Suite 200 Orland Park, IL 60462 Ph 708-923-6312 Fax 708-923-7301

November 8, 2019

Village of Burr Ridge Attention: Doug Pollack 7660 County Line Road Burr Ridge, IL 60527

Re: Burr Ridge Village Center Santa Event

Dear Doug:

We would like to request Board review and approval for having a helicopter company bring Santa to the Burr Ridge Village Center on Saturday, December 14, 2019 at 1:00 p.m.

The helicopter company is AM Air Service d/b/a Heli Chicago, 1340 Pearson Road, Green Oaks, IL 60048.

Attached please find the Certificate of Insurance from the helicopter company and a map showing the helicopter landing location.

If you have any questions, please feel free to contact me at (708) 923-6312.

Sincerely,

52K

Ramzi Hassan President Edwards Realty Company 708-923-6312 ramzi@edwardsrealtyco.com 1:00 PM - 1:30 PM

Helicopter Arrival

1:30 PM - 4:00 PM

Photos with Santa in Community Room

1:30 PM - 4:00 PM

Story Time with Mrs. Claus Barbara's Book Store

Red box is the area we will have blocked off so that no patrons can get close to the helicopter landing and take off area. The X represents where the helicopter will land.



PARTICIPANT WAIVER AND HOLD HARMLESS AGREEMENT FOR ORGANIZATION

In consideration of <u>BRVC Owner, LLC C/o Edwards Realty Company</u> and its members, employees, volunteers or guests, being allowed to <u>have a helicopter land and take off from the Burr Ridge Village</u> <u>Center on December 14, 2019</u> (hereafter referred to as "the Activity") the undersigned hereby recognizes, acknowledges and assumes any and all risk pertaining to the Activity.

To the fullest extent permitted by law, Edwards Realty Company hereby agrees to defend, indemnify and hold harmless the Village of Burr Ridge, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses (including attorney's fees), which may in anywise accrue against the Village of Burr Ridge its officials, agents and employees, arising in consequence of "the Activity", or which may in anywise result therefore. The Edwards Realty Company shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village of Burr Ridge, its officials, agents and employees, in any such action, the Edwards Realty Company at its own expense, satisfy and discharge the same.

Nothing set forth in this Agreement shall be deemed a waiver by the Village of Burr Ridge of any defenses or immunities relating to any person or entity or their property, that are or would be otherwise available to the Village of Burr Ridge or its Representatives under the provisions of the Illinois Local Government and Governmental Employees Tort Immunity Act, or that are otherwise available to local governments and their corporate authorities, officers, employees, agents and volunteers under the common law of the State of Illinois or the United States of America.

The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder of this Agreement.

The undersigned represents it has full authority to execute this Waiver and Hold Harmless Agreement on behalf of the Edwards Realty Company.

Agreed this 18 day of November, 2019

<u>RVC Owner, LLC C/o Edwards Realty Company</u> (Name of Organization)

(Signature of Authorized Person)

Manager

(Title)

	X ^L Insurance					
AVA	Brookfield Place					
	200 Liberty Street, 25 th Floor					
	New York, New York 10281 P: 212-915-7000 F: 212-945-0829					
	P. 212-915-7000 F. 212-945-0629					
	CERTIFICATE OF INSURANCE					
This Is To Certify To:	BRVC Owner, L.L.C., as Owner Core Acquisitions, L.L.C. Edwards Realty Company 450, 570, 760, 801, 850 and 1000 Village Center Drive Condo Associations Chicagoland Community Management, Inc. Cardinal Property Management, Inc. ACM Property Management The Village of Burr Ridge 7660 County Line Road Burr Ridge, IL 60527					
That The Following Policy(ies) Of Insurance Have Been Issued To:	AM Air Service d/b/a Heli Chicago 1340 Pearson Rd. Green Oaks, IL 60048					
Policy Number:	UA00011879AV19A					
Policy Period:	From: <u>11/01/2019</u> To: <u>11/01/2020</u>					
Insurance Company:	XL Specialty Insurance Company					

				Dedu	ctibles	Limits of Liability		
Registration No.	tration No. Make and Model		Insured Value	Not In-Motion		Each Passenger	Each Occurrence	
N788AM	Bell 222 UT (VFR)	1983	As Per Policy	As Per Policy	As Per Policy	\$200,000	\$5,000,000	
N888US	Hughes 369A	1966	As Per Policy	As Per Policy	As Per Policy	\$200,000	\$5,000,000	

Other Coverages/Conditions/Remarks:

The certificate holder(s) are included as additional insured but only with respect to operations of the named insured.

This certificate replaces and supersedes the previously issued certificate dated 11/08/2019

Certificate No. Date of Issue

11/20/2019

BITAL

Authorized Representative

Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject all terms, exclusions and conditions of such policies. This certificate does not amend, extend or otherwise alter the coverages afforded by the policies described herein. Limits may have been reduced by paid claims.



CHAWKINS

COREACQ-01

DATE	(MM/DD/YYYY)
	10010040

			EF	RLI	FICATE OF LIA	ABILIT	'Y INS	URAN	CE		/20/2019
0	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED										
REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.											
l I	f SU	RTANT: If the certificate holde BROGATION IS WAIVED, subje- ertificate does not confer rights t	ct to	the	terms and conditions of	the policy	, certain p	olicies may			
	this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER CONTACT NAME:										
	Associated Agencies, Inc 1701 Golf Road #3-700						_{t):} (847) 4	27-8400		(847) 4	427-3430
	Rolling Meadows, IL 60008						E-MAIL ADDRESS: assocagencies@associated.cc				
											NAIC #
	INSURED						INSURER A : Hartford Fire Insurance Co INSURER B : Hartford Casualty Insurance Co				19682 29424
	UNLE	BRVC Owner, LLC, a Delawa	are li	mited	d liability company	INSURER C :		Jousdany			20424
		c/o Core Acquisitions, LLC P.O. Box 1243				INSURER D					
		Northbrook, IL 60065				INSURER E :	:				
						INSURER F :	:				
				-	E NUMBER:				REVISION NUMBER:		
	THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
INSE	2	TYPE OF INSURANCE	ADDI INSD	SUBR	POLICY NUMBER	PO (MM	OLICY EFF M/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A	X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	x		83UUNEB9489		/30/2019	4/30/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ \$	1,000,000 300,000
									MED EXP (Any one person)	\$	10,000
									PERSONAL & ADV INJURY	\$	1,000,000 2,000,000
	GEN	VIL AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT X LOC							GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$\$	2,000,000
		OTHER:							PRODUCTS - COMP/OP AGG	» Տ	
Α	AUT	OMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X				83UUNEB9489	4/	/30/2019	4/30/2020	BODILY INJURY (Per person)	\$	
	v	OWNED AUTOS ONLY HIDED							BODILY INJURY (Per accident)	\$	
	X	AUTOS ONLY X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
в	X	UMBRELLA LIAB X OCCUR							EACH OCCURRENCE	\$\$	10,000,000
		EXCESS LIAB CLAIMS-MADE			83RHUEB9512	4/	/30/2019	4/30/2020	AGGREGATE	\$	10,000,000
		DED X RETENTION \$ 10,000								\$	
		RERS COMPENSATION EMPLOYERS' LIABILITY Y / N							PER OTH- STATUTE ER		
	OFF	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N / A						E.L. EACH ACCIDENT	\$	
	If ves	s, describe under CRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT		
	023	ONE HON OF OPERATIONS DEIDW								Ψ	
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DES	SCRIPT Burr	TON OF OPERATIONS / LOCATIONS / VEHIC Ridge Village Center - Santa Event	LES (ACORI	D 101, Additional Remarks Schedu	ile, may be atta	ached if more	e space is requir	ed)		
		ite: December 14, 2019 f Burr Ridge is Additional Insured v	with	ronar	d to the General Liability w	/hen requir	ed by writ	ten contract			
	uge o	Bar Mage is Additional insured		legui		inen require	cu by with				
CE	CERTIFICATE HOLDER CANCELLATION										
Village of Burr Ridge 7660 County Line Road					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
	Burr Ridge, IL 60527					AUTHORIZED REPRESENTATIVE Mays R ALL					

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AGREEMENT

This AGREEMENT is entered into this <u>18th</u> day of <u>November</u>, <u>2019</u>, by and between the VILLAGE OF BURR RIDGE and <u>Hemza Shaibi</u> (hereinafter referred to as the Employee) for the assignment of the financial responsibilities of the parties hereto for expenses incurred in training, equipping and uniforming Employee as a police officer for the Village of Burr Ridge (sometimes the "Village").

WHEREAS, the Village of Burr Ridge desires to have Employee occupy the position of police officer with the Village of Burr Ridge; and

WHEREAS, Employee shall begin employment with the Village on November 18th, 2019; and

WHEREAS, Employee shall be a probationary police officer for a period of 18 months after successful completion of the minimum standards basic law enforcement training program approved by the Illinois Law Enforcement Training Standards Board (hereinafter referred to as "Basic Training Academy") or certification as a law enforcement officer by the Illinois Law Enforcement Training Standards Board, which ever comes last, said probationary period being subject to the Village of Burr Ridge Board of Fire and Police Commissioners' Rules and Regulations; and

WHEREAS, as a police officer, Employee will be required to undergo various training, including but not limited to successful completion of the Basic Training Academy; and

WHEREAS, Employee is required to be certified as a law enforcement officer by the Illinois Law Enforcement Training Standards Board (hereinafter referred to as "Police Training Board") within 6 months of initial full-time employment pursuant to the Illinois Police Training Act, 50 ILCS 705/8.1; and

WHEREAS, a number of the training courses are located outside of the immediate area of the Village of Burr Ridge, in such locations as Champaign, Chicago, and Springfield, Illinois; and

WHEREAS, the Village of Burr Ridge Police Department personnel will expend significant time and effort training Employee throughout his/her probationary period in the Police Department's Field Training Officer's Program and other training; and

WHEREAS, as a probationary police officer, Employee shall be required to wear and/or maintain a Burr Ridge Police Department uniform and equipment, including but not necessarily limited to the following identified items: shirts, slacks, jackets, raincoats, other outerwear, head

Recruit Agreement - Shaibi

gear, badges, department-issued firearm, department identification, bullet-proof vest, and leather goods; and

WHEREAS, the parties hereto desire to equitably assess between them the costs of the above training, uniform and equipment expenses subject to Employee's continued employment with the Burr Ridge Police Department, as defined in this Agreement;

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

<u>Section 1.</u> The Provisions stated in the preamble above are incorporated herein and made operative provisions hereof, as if fully set forth herein.

<u>Section 2.</u> The Village hereby employs Employee as a police officer and Employee hereby accepts such employment in accordance with the terms and conditions of this Agreement.

Section 3. Employee shall commence work hereunder on the <u>18th</u> day of <u>November</u>, 2019.

<u>Section 4.</u> The initial services to be performed by Employee shall be those of a police officer trainee until successful completion of the Basic Training Academy and certification as a law enforcement officer by the Police Training Board, and thereafter as those of a probationary Village of Burr Ridge police officer.

<u>Section 5.</u> The Village may terminate this Agreement at any time based upon Employee's violation of instructions, policies, ordinances or rules of the Village, violation of rules of the Basic Training Academy, failure to attend classes as may be required during training without an adequate excuse, failure to successfully complete any training which the Burr Ridge Police Department deems necessary, or for any cause whatsoever during the probationary period (during which period such Employee shall be an employee at will only).

<u>Section 6.</u> Employee agrees to successfully complete any training which the Burr Ridge Police Department deems necessary.

<u>Section 7.</u> Upon employment and until successful completion of the Basic Training Academy and certification as a law enforcement officer by the Police Training Board, the Village shall pay Employee a salary at the rate of <u>\$66,326.00</u> per year in accordance with this Agreement. The payments will be bi-weekly.

<u>Section 8.</u> Upon the successful completion of the Basic Training Academy and certification as a law enforcement officer by the Police Training Board, the Village shall pay Employee a salary at a rate of <u>\$66,326.00</u> per year, in accordance with this Agreement. The payments will be made bi-weekly. Subsequent increases in salary shall be based upon Village and Police Department policy.

Recruit Agreement - Shaibi

<u>Section 9.</u> The Village shall advance, on behalf of Employee, all expenses attendant with the costs of said uniforms, equipment, and training, including the costs associated with the Basic Training Academy and training conducted by Burr Ridge Police Department personnel at or about the Village of Burr Ridge, and any other direct or indirect charges to which the Village agrees in writing.

<u>Section 10.</u> Employee agrees to work in the capacity of police officer for the Village for a period of not less than two years from and after the date of successful completion of the Basic Training Academy or certification as a law enforcement officer by the Police Training Board, whichever occurs last, and in no event shall Employee's wage be reduced below the statutory minimum hourly wage in order to collect the amount owed in Section 11 below.

<u>Section 11.</u> If Employee terminates by any means employment as a police officer with the Village in breach of the terms set forth in section 10 above, Employee agrees to reimburse the Village, as agreed liquidated damages, for all expenses incurred by the Village in Employee's training, uniforming and equipping. Such expenses shall include but are not limited to the cost of Employee's training, including the cost of the Basic Training Academy, the salaries of Burr Ridge Police Department personnel conducting Employee's field or other training, as well as equipment provided to Employee and the cost of Employee's uniforms. Further, Employee shall return to the Village, in as good a condition as when initially received, any department-issued firearm(s), and any and all badges, identification and/or other materials, containing the insignia and/or name of the Village of Burr Ridge or Burr Ridge Police Department, which shall be used as a credit, after appropriate depreciation, against the reimbursement costs provided in this section.

<u>Section 12.</u> Upon completion of the first full year that Employee works in the capacity of police officer for the Village after the date determined in Section 10, Employee will receive a credit of 50% against the reimbursement costs that have accrued and are subject to assessment in Section 11.

<u>Section 13.</u> If Employee fails, after due notice, to reimburse the Village in accordance with the provisions of Section 11, Employee shall be liable for the Village's costs to file suit and any and all attorney's fees necessary to bring suit based upon Employee's breach of this Agreement. Such costs shall be in addition to the reimbursement costs provided in Section 11 above

<u>Section 14</u> No repayment will be required in the event that Employee is required to terminate employment due to a disabling illness or injury.

<u>Section 15.</u> The waiver by the Village of a breach of any provision of this Agreement by Employee shall not operate or be construed as a waiver of any subsequent breach by Employee.

Recruit Agreement - Shaibi

Nothing in this Agreement shall be construed to prohibit the Village from Section 16. pursuing any other remedies for such breach.

If any clause or provision herein shall be and judged invalid or unenforceable by a Section 17. court of competent jurisdiction or by operation of any applicable laws, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

This Agreement shall be governed by the law of the State of Illinois. Section 18.

In Witness Whereof, the undersigned have executed this Agreement the date and year first above written.

Employee

VILLAGE OF BURR RIDGE

ATTEST:

Village Clerk

Village President

ADDENDUM TO AGREEMENT

Dated: November 18, 2019

Employee's first pay check (80 hours) will be on <u>December 6, 2019</u> and the gross sum will be <u>\$2551.00</u> and thereafter shall be paid \$2551.00 (80 hours) on a bi-weekly basis.

Employee

Date Signed: November 18, 2019

ATTEST:

VILLAGE OF BURR RIDGE

Village Clerk

Village President

Recruit Agreement - Shaibi



ECO CLEAN MAINTENANCE, INC.

November 20, 2019

Village of Burr Ridge Attn.: David Preissig 7660 S. Country Line Rd. Burr Ridge, IL 60527

Re: Renewal of Janitorial Services Agreement

Dear Mr. Preissig,

Per Section 2 of the Bid and/or Contract for Janitorial Services for the Village of Burr Ridge, Eco-Clean Maintenance, Inc. agrees to a 6-month renewal of the above referenced agreement for janitorial services beginning January 1, 2020 through June 30, 2020, with contract rates increased to the Consumer Price Index of 1.8% as allowed in the contract documents.

Please do not hesitate to contact me if you have any questions.

Regards,

515 W. Wrightwood Avenue • Elmhurst, IL 60126 Phone (877) 463-2601 • Fax (773) 930-3353 E-mail ecocleanmaintenance@yahoo.com

	K-TECH 8G SPECIALTY COATINGS, INC.	Spec High Per De-Icers -	Intenance Fialist formance Anti-Icers ng Agents	
	0040 0000 Dries Queta	11/29/2018		
HEET why E Conc or em	HEET Concentrate is an intelligently designed deicer/salt pre-wetting agent. BEET Concentrate contains the most active ingredient of any deicer in North America. That's BEET HEET Concentrate outperforms all other deicers in North America. BEET HEET entrate is also the most environmentally friendly salt pre-wet in North America. Call, text all for documentation and explanation.	Mr. John Wernin Operations Supe Burr Ridge, Villa 451 Commerce Burr Ridge, IL 60 630-441-0461 jwernimont@bur 190	ervisor ge of Street 0527 r-ridge.gov	
Salesperson D. Preston	Customer Name Burr Ridge, Village of	Terms Net 30	Expiration 5/1/2020	
Quantity	Product Description/Details	Delivered Price/Gal.	Line Total	
(+/- 100 gal.)				
4,600	BEET HEET Super Severe - Ready-to-use anti-icer, deicer and pre-wetting agent	\$1.29	\$5,934.00	
	K-Tech Full Load Pricing			
4,000	BEET HEET Super Severe - Ready-to-use anti-icer, deicer and pre-wetting agent	\$1.33	\$5,320.00	
4,000	K-Tech Les than Full Load Pricing	φ1.33	φ <u></u> 0,320.00	
	 BEET HEET Concentrate contains much more active ingredients! 93% more than 55% solids waste-stream beet juice deicers, on average. 			
	 • 60.9% more than 23.3% sodium chloride brine 			
	58.2% more than 10/15/75 super-mix deicers			
	• 14.0% more than 32% calcium chloride			
	At 15°F, BEET HEET Concentrate treated salt melts much more ice!			
	153.2% more than untreated rock salt			
	150.0% more than 23.3% sodium chloride treated rock salt			
	54.7% more than 10/15/75 super-mix deicer treated rock salt			
	43.9% more than 32% CaCl2 treated rock salt			
	More than 37.8% more than 55% solids beet juice treated rock salt			
		Cubtotol		
	50% OF FULL FREIGHT CHARGES APPLY IF ANY PRODUCT IS ORDERED AND DELIVERED BUT NOT TAKEN. Please don't order more product than you can take.	Subtotal Sales Tax	<u> </u>	
	ALL credit card purchases will be assessed a 4% credit card processing fee.	Total		
	K-Tech Specialty Coatings, Inc. P.O. Box 428 Ashley, IN Phone (260) 587-3888 Fax (260) 587-3889 Email dpreston@ktechcoatings.com Cell/Text (260) 585- Website: ktechcoatings.com YouTube: ktechcoating	0332		

VILLAGE OF BURR RIDGE

8H

ACCOUNTS PAYABLE APPROVAL REPORT BOARD DATE: 11/25/19 PAYMENT DATE: 11/26/19 FISCAL 19-20

FUND	FUND NAME	Pre-Paids	PAYABLE	TOTAL AMOUNT
10	General Fund	158.00	58,318.16	58,476.16
23	Hotel/Motel Tax Fund		246.48	246.48
31	Capital Improvements		25,455.44	25,455.44
51	Water Fund		270,316.00	270,316.00
52	Sewer Fund		1,643.47	1,643.47
61	Information Technology		1,655.96	1,655.96
	TOTAL ALL FUNDS	_	\$ 357,635.51	\$ 357,793.51

PAYROLL

PAY PERIOD ENDING November 16, 2019

TOTAL

	PAYROLL
Board	\$ 2,400.00
Administration	18,399.92
Finance	7,584.98
Police	102,945.37
Public Works	23,814.22
Water	26,658.71
Sewer	 7,849.98
TOTAL	\$ 189,653.18

GRAND TOTAL \$ 547,446.69

11/20/2019 01:50 PM User: asullivan DB: BURR RIDGE		DISTRIBUTION REPORT FOR DICE DUE DATES 11/25/201 BOTH JOURNALIZED AND UN	9 - 11/25/2019	K KIDGE	Page: 1/6
		BOTH OPEN AND PA			
GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amoun
Fund 10 General Fund					
Dept 1010 Boards & Commis 10-1010-40-4040		Municipal Clarks of DuDag	- 11 /11 /10	11/11/19	20.00
10-1010-40-4040	Municipal Clerks Membership Sterigenics Legislative Represe	Municipal Clerks of DuPag		2869	10,000.00
10-1010-50-5030	Phone B & C Nov19	Call One	11/15/19	156353	96.08
10-1010-50-5040	Inspection Report Forms	Grasso Graphics	11/06/19	30533	380.95
10-1010-80-8010	Annual Contributions Cook Count	-	11/06/19	11/06/19	1,764.00
10-1010-80-8010	Arrangement Liesenfelt, R	Vince's Flowers & Landsca		10161-F	155.95
10-1010-80-8025	2020 Membership Dues	Illinois Fire & Police Co	÷ : :	10/01/19	375.00
			Total For Dept	1010 Boards & Commissions	12,791.98
Dept 2010 Administration					
10-2010-50-5020	Elevator Inspections (100) Oct1	9 Elevator Inspection Servi	c10/31/19	88349	3,168.00
10-2010-50-5025	Postage Admin Oct19	FedEx	10/23/19	6-776-68284	21.14
10-2010-50-5030	Phone Admin Nov19	Call One	11/15/19	156353	1,585.40
10-2010-50-5075	Plan Review Permit 19-301	B & F Construction Code S		52526	375.00
10-2010-50-5075	Plan Review Permit 19-302	B & F Construction Code S		52532	200.00
10-2010-60-6010	Public Hearing Signs	Traffic Control & Protect		102633	1,028.00
			Total For Dept :	2010 Administration	6,377.54
Dept 4010 Finance 10-4010-50-5030	Phone Finance Nov19	Call One	11/15/19	156353	480.42
			Total For Dept	4010 Finance	480.42
Dept 4020 Central Service	s				
10-4020-60-6010	Kitchen Coffee Supplies PD Nov1	9 Commercial Coffee Service	,11/07/19	155886	179.40
10-4020-60-6010	Kitchen Coffee Supplies PW Novl	9 Commercial Coffee Service	,11/18/19	155998	131.95
			Total For Dept	4020 Central Services	311.35
Dept 5010 Police					
10-5010-40-4032	Uniform Allowance Overton	JG Uniforms, Inc.	10/31/19	64205	139.99
10-5010-40-4032	Uniform Allowance Firnsin	JG Uniforms, Inc.	11/08/19	64780	340.00
10-5010-40-4032	Uniform Allowance Weeks	JG Uniforms, Inc.	11/08/19	64782	185.00
10-5010-40-4032	37400-86 - Trouser Hidden Cargo		11/08/19	1962246-IN	216.00
10-5010-40-4032	97R6686 - S/S shirt, Navy Poly/		11/08/19	1962246-IN 1962246-IN	46.95 157.50
10-5010-40-4032 10-5010-40-4032	47W6686 L/S shirt, Navy Poly/Ra 8110X-NB Mock T-necks	Ray O'Herron Co., Inc.	11/08/19 11/08/19	1962246-IN 1962246-IN	84.00
10-5010-40-4032	Embroidery for Mock T-necks	Ray O'Herron Co., Inc.	11/08/19	1962246-IN	24.00
10-5010-40-4032	NS430L Lined Neoprene Winter Gl		11/08/19	1962246-IN	27.00
			11/05/19	1961549-IN	29.00
	95DW High Speed Cear iTACO Phon			IJUIJIJ IN	
10-5010-40-4032	95PW High Speed Gear iTACO Phon #2047 Tru-Spec ECWCS Waterproof			1961671-TN	69 95
10-5010-40-4032 10-5010-40-4032	#2047 Tru-Spec ECWCS Waterproof	Ray O'Herron Co., Inc.	11/06/19	1961671-IN 1961671-IN	
10-5010-40-4032 10-5010-40-4032 10-5010-40-4032	#2047 Tru-Spec ECWCS Waterproof #7305 Holster, 7TS ALS Tactical	Ray O'Herron Co., Inc. Ray O'Herron Co., Inc.	11/06/19 11/06/19	1961671-IN	201.99
10-5010-40-4032 10-5010-40-4032 10-5010-40-4032 10-5010-40-4042	#2047 Tru-Spec ECWCS Waterproof #7305 Holster, 7TS ALS Tactical Madden FBI NA IL Meeting	Ray O'Herron Co., Inc. Ray O'Herron Co., Inc. Village of Burr Ridge	11/06/19 11/06/19 11/08/19	1961671-IN 11/08/19	201.99 25.00
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10-5010-40-4032 10-5010-40-4032 10-5010-40-4032 10-5010-40-4042 10-5010-40-4042 10-5010-40-4042 10-5010-50-5020 10-5010-50-5025 10-5010-50-5030 10-5010-50-5030 10-5010-50-5051	<pre>#2047 Tru-Spec ECWCS Waterproof #7305 Holster, 7TS ALS Tactical Madden FBI NA IL Meeting Wirth DJOA Meeting Madden/Loftus FBINA IL Madden/Loftus FBINA IL Oct19 Commitment Postage PD Oct19 Phone PD Nov19 Outside Emergency Line Nov19 Squad 1703 Oil Change/Mount & B Squad 1809 Oil Change/Mount & B</pre>	Ray O'Herron Co., Inc. Ray O'Herron Co., Inc. Village of Burr Ridge Village of Burr Ridge Village of Burr Ridge Uillage of Burr Ridge LexisNexis Risk Solutions FedEx Call One Call One a B & E Auto Repair Service a B & E Auto Repair Service	11/06/19 11/08/19 11/08/19 11/08/19 11/08/19 10/31/19 10/23/19 11/15/19 11/15/19 11/15/19 11/07/19 11/08/19	1961671-IN 11/08/19 11/08/19 11/08/19 1267894-20191031 6-776-68284 156353 156353 135683 135692	201.99 25.00 12.00 50.00 150.00 150.00 16.03 2,642.33 46.21 109.05
10-5010-40-4032 10-5010-40-4032 10-5010-40-4032 10-5010-40-4042 10-5010-40-4042 10-5010-40-4042 10-5010-50-5020 10-5010-50-5030 10-5010-50-5030 10-5010-50-5051 10-5010-50-5051 10-5010-50-5051	#2047 Tru-Spec ECWCS Waterproof #7305 Holster, 7TS ALS Tactical Madden FBI NA IL Meeting Wirth DJOA Meeting Madden/Loftus FBINA IL Madden/Loftus FBINA IL Oct19 Commitment Postage PD Oct19 Phone PD Nov19 Outside Emergency Line Nov19 Squad 1703 Oil Change/Mount & B	Ray O'Herron Co., Inc. Ray O'Herron Co., Inc. Village of Burr Ridge Village of Burr Ridge Village of Burr Ridge Uillage of Burr Ridge LexisNexis Risk Solutions FedEx Call One Call One a B & E Auto Repair Service a B & E Auto Repair Service	11/06/19 11/08/19 11/08/19 11/08/19 11/08/19 10/31/19 10/23/19 11/15/19 11/15/19 11/15/19 11/07/19 11/08/19	1961671-IN 11/08/19 11/08/19 11/08/19 1267894-20191031 6-776-68284 156353 156353 135683	69.95 201.99 25.00 12.00 50.00 150.00 150.00 16.03 2,642.33 46.21 109.05 109.05 329.73 100.96

11/20/2019 01:50 PM User: asullivan DB: BURR RIDGE		L DISTRIBUTION REPORT NOICE DUE DATES 11/25, BOTH JOURNALIZED AND	/2019 - 11/25/201		Page: 2/6
		BOTH OPEN AN			
GL Number	Invoice Line Desc	Vendor	Invoice Date	e Invoice	Amount
Fund 10 General Fund					
Dept 5010 Police 10-5010-50-5095	Animal Pick Up/Euthanasia	DuPage County Animal	$C_{2} = 0.5 / 0.1 / 1.9$	3777	150.00
10-5010-50-5095	(2) Monthly Local Use Rate	Motorola Solutions -		456351022019	68.00
10-5010-50-5095	Haz-Mat Disposal Nov19	ServiceMasterKwik Res		134415	350.00
10-5010-60-6010	SPEER53620 Speer Lawman 9MM 14			IN120461	190.40
10-5010-60-6010	FEDEAE380AP Federal AE 380Auto		± ·	IN120401 IN120461	281.41
10-5010-60-6010	SPEER53653 Speer Lawman 45ACP			IN120461	253.00
10-5010-60-6010	SPEERFF9BLK2 Speer Force/Force			IN120461	472.00
10-5010-60-6010	Shipping	Kiesler's Police Supp.		IN120461	15.00
10-5010-60-6010	Water for Mayor & Managers Mee		-	11/08/19	19.98
10-5010-60-6010	Prisoner Meals Oct19	Wex Bank	10/23/19	61915698	10.91
10-5010-60-6020	Gasoline & Oil Oct19	Wex Bank	10/23/19	61915698	199.47
10-5010-70-7000	Body Armor Lesniak	JG Uniforms, Inc.	11/08/19	64786	815.00
10-5010-70-7000	Body Armor Garcia, K	JG Uniforms, Inc.	11/08/19	64785	815.00
10-5010-70-7000	Body Armor Vulpo	JG Uniforms, Inc.	11/08/19	64787	815.00
10-5010-70-7000	Body Armor Madden	JG Uniforms, Inc.	11/08/19	64788	815.00
10 3010 /0 /000	body himor hadden	00 011101m3, 111C.	Total For Dept		10,499.41
Dept 6010 Public Works			iotai foi bept	5010 101100	10, 199.11
10-6010-40-4032	Uniform rentals/cleaning Nov19	9 Breens Inc	11/12/19	386630	70.50
10-6010-40-4032	Uniform rentals/cleaning Nov1		11/19/19	386788	70.09
10-6010-40-4032	Work Boots Wernimont	Red Wing Business Adv		20191110030022	150.00
10-6010-50-5030	Phone PW Nov19	Call One	11/15/19	156353	800.71
10-6010-50-5030	PW Fax Nov19	Call One	11/15/19	156353	46.21
10-6010-50-5030	PW Phone Line Nov19	Call One	11/15/19	156353	159.77
10-6010-50-5030	Rustic Acres Nov19	Call One	11/15/19	156353	46.21
10-6010-50-5050	Municipal Plates for Trailer			11/07/19	158.00
10-6010-50-5051	Unit 17: Tires, Washer Pump, a			WO#52835	802.11
10-6010-50-5053	Skunk Removal 7326 Chestnut H		11/05/19	234321	350.00
10-6010-50-5053	DPC Vactor; Storm Sewers at 2			19-3WO	4,701.50
10-6010-50-5053	DPC Vactor Cleared Blockage; I			19-2WO	4,701.30
10-6010-50-5054	Maintenance Street Lighting O		10/22/19	22324	2,148.64
10-6010-50-5054	Maintenance Street Lighting Od Maintenance Street Lighting Od		10/23/19	22324	1,142.63
10-6010-50-5054	Maintenance Street Lighting Od Maintenance Street Lighting Od	-	10/31/19	22344	884.04
10-6010-50-5055	Madison RR Crossing Oct19	COMED	11/01/19	3699071070 Oct19	38.18
10-6010-50-5055	Railroad Horn Madison & 97th S			690374	147.91
10-6010-50-5065	Village Street Lights			16142908401	1,404.52
10-6010-50-5085	Shop Towel rentals Nov19	Breens Inc.	11/12/19	386630	4.50
10-6010-50-5085	Shop Towel rentals Nov19 Shop Towel rentals Nov19	Breens Inc.	11/19/19	386788	4.50
10-6010-50-5096	Reimburse for damaged mailbox		11/12/19	11/12/19	4.30
10-6010-50-5096	7680 Wolf Road - Weed Invoice Silt Fence Nov19	Vince's Flowers & Lan Menards - Hodgkins	-	10128-L	280.00 99.96
10-6010-60-6010		2	11/13/19	37729	
10-6010-60-6010	BR 20A GFCI Nov19	Menards - Hodgkins	11/07/19	37299	39.97
10-6010-60-6010	Misc. Supplies for Temp Mailbo	-	11/01/19	36861	126.15
10-6010-60-6010	Misc. Supplies for Temp Mailbo	-	11/01/19	36860 M1266015	74.91
10-6010-60-6020	10W30 Motor Oil, 1 55-Gallon I			W1266915	352.00
10-6010-60-6040	Maint. Filters for Cat Equipme	-		P50C1105427	132.93
10-6010-60-6040	Maint. Filters for Cat Equipme			P50C1105005	166.39
10-6010-60-6040	Maint. Filters for Cat Equipme			P50C1105004	278.50
10-6010-60-6041	Filters, Wiper Blades, Misc. 1		10/29/19	38857496	422.72
10-6010-60-6041	Misc B Lights	Monroe Truck Equipmen		326997	10.00
10-6010-60-6042	CA7 stone	Ozinga Materials, Inc		100792	480.52
10-6010-60-6042	CA7 stone	Ozinga Materials, Inc	. 10/28/19	100377	938.70

11/20/2019 01:50 PM User: asullivan DB: BURR RIDGE		L DISTRIBUTION REPORT FOR VOICE DUE DATES 11/25/20 BOTH JOURNALIZED AND UN BOTH OPEN AND F	19 - 11/25/2019 NJOURNALIZED	R RIDGE	Page: 3/6
GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 6010 Public Works 10-6010-60-6043	Deduciate Ded Marile	Nest Control Municipal C	11 /1 / /1 0	0006903-IN	207.00
10-6010-60-6043	Redpointe Red Maple Chicagoland Hackberry	West Central Municipal Co West Central Municipal Co		0006903-IN 0006903-IN	207.00
	Ivory Pillar Tree Lilac	West Central Municipal C West Central Municipal C		0006903-IN 0006903-IN	1,245.00
10-6010-60-6043	Accolade Elm			0006903-IN 0006903-IN	
10-6010-60-6043	Triumph Elm	West Central Municipal C		0006903-IN 0006903-IN	1,170.00 1,170.00
10-6010-60-6043	1	West Central Municipal C			
10-6010-60-6043	Redpointe Maple	West Central Municipal C		0006904-IN	1,449.00
10-6010-60-6043	Common Hackberry	West Central Municipal C		0006904-IN	194.00
10-6010-60-6043	Triumph Elm	West Central Municipal C		0006904-IN	414.00
10-6010-60-6043	Freight changes	West Central Municipal C		0006904-IN	450.00
10-6010-60-6050	Small Tools: Shovels	Menards - Hodgkins	11/01/19	36861	48.91
10-6010-60-6050	Small Tools: Shovels	Menards - Hodgkins	11/01/19	36860	195.83
			Total For Dept	6010 Public Works	24,915.51
Dept 6020 Buildings & Gr	ounds				
10-6020-50-5052	Qtrly alarm monitoring - Dec-H	Teb Alarm Detection Systems,	11/10/19	156405-1033	294.78
10-6020-50-5052	PD RTU 2 Repair	Dynamic Heating & Piping	c10/21/19	203360	220.00
10-6020-50-5052	Install BAS Module	Dynamic Heating & Piping	c10/15/19	203347	850.00
10-6020-50-5052	PD RTU 2 Repair	Dynamic Heating & Piping		203324	220.00
10-6020-50-5058	Mat rentals/PD Nov19	Breens Inc.	11/12/19	386625	6.00
10-6020-50-5058	Mat rentals/VH & PW Nov19	Breens Inc.	11/12/19	386625	20.50
10-6020-50-5058	Mat rentals/PD Nov19	Breens Inc.	11/19/19	386783	36.00
10-6020-50-5058	Mat rentals/VH & PW Nov19	Breens Inc.	11/19/19	386783	44.50
10-6020-50-5058	Holding Cell Cleaning Nov19	Service Master	11/01/19	200776	283.00
10-6020-50-5080	Windsor Aerator Oct19	COMED	11/01/19	9342034001 Oct19	22.35
10-6020-50-5080	Lakewood Aerator Oct19	COMED	11/01/19	9258507004 Oct19	153.84
10-6020-50-5080	Police Station Sewer Jul-Aug 1			30506969-01 Jul-Aug	294.75
10-6020-50-5080	Public Works Oct19	NICOR Gas	11/11/19	22-94-44-0000-5 Oct1	144.57
10-6020-50-5080	Village Hall Oct19	NICOR Gas	11/14/19	47-02-57-0000 7 Oct1	509.66
10 0020 00 0000	viilago nall oooly			6020 Buildings & Grounds	3,099.95
			iotai foi bept	6020 Bulldings & Grounds	
			Total For Fund	10 General Fund	58,476.16
Fund 23 Hotel/Motel Tax					
Dept 7030 Special Revenu					
23-7030-50-5075	Gateway Signs Oct19	COMED	10/31/19	1153168007 Oct19	21.49
23-7030-50-5075	Median Lighting Oct19	COMED	11/01/19	1319028022 Oct19	90.72
23-7030-50-5075	Entryway Sign Oct19	COMED	11/04/19	2257153023 Oct19	34.27
23-7030-80-8055	MYfm 2018 Holiday Prize Gift (CerEddie Merlot's	11/05/19	11/05/19	100.00
			Total For Dept	7030 Special Revenue Hotel/Motel	246.48
			Total For Fund	23 Hotel/Motel Tax Fund	246.48
Fund 31 Capital Improvem					
Dept 8010 Capital Improv			11/14/10	01077 000 4	00 641 4 4
31-8010-70-7010	Burr Ridge Parkway Phase III	Patrick Engineering Inc.		21977.039-4	22,641.14
31-8010-70-7055	PD HVAC Imp. by US Communities	S P Trane U.S. Inc.	11/13/19	310403515	2,814.30
			'l'otal For Dept	8010 Capital Improvement	25,455.44
			Total For Fund	31 Capital Improvements Fund	25,455.44
Fund 51 Water Fund					
Dept 6030 Water Operatio 51-6030-40-4032	ns Uniform rentals/cleaning Nov19	Breens Inc.	11/12/19	386630	77.38
	2				

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DB: BURR RIDGE		BOTH JOURNALIZED AND U BOTH OPEN AND			
GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amoun
Fund 51 Water Fund					
Dept 6030 Water Operation		D	11/10/10	20 67 0.0	
51-6030-40-4032	Uniform rentals/cleaning Nov19		11/19/19	386788	76.93
51-6030-50-5020	Leak Detection, First Hr Emerger	Call One	10/31/19	34273	475.00
51-6030-50-5030	Phone Water Nov19		11/15/19	156353	720.64
51-6030-50-5070	Water Main Interconnect, Willow			67880 0020127044 0ct10	15,097.50
51-6030-50-5080	Well #4 Dedfend Derek Weter Durn Oct10	COMED	11/13/19	0029127044 Oct19	638.08
51-6030-50-5080	Bedford Park Water Pump Oct19	COMED	11/05/19	9179647001 Oct19	44.87
51-6030-50-5080	2 M Tank Oct19	COMED	11/01/19	9256332027 Oct19	118.14
51-6030-50-5080	Well #1 Oct19	COMED	11/04/19	0793668005 Oct19	157.90
51-6030-50-5080	Well #5 Oct19	COMED	11/01/19	4497129061 Oct19	324.76
51-6030-50-5080	Pump Center Nov19	Dynegy Energy Services,		310428719111	3,775.51
51-6030-50-5080	Pump Center Oct19	NICOR Gas	11/11/19	47-91-57-0000 0 Oct1	85.31
51-6030-50-5095	UB Billing Nov19	Third Millennium Assoc.		24108	1,235.50
51-6030-60-6010	Operating Supplies Nov19	Grainger	11/06/19	9347765621	52.69
51-6030-60-6040	6-inch Blind Flange, DI IMP	Core & Main LP	11/06/19	L467725	159.04
51-6030-60-6040	8-inch Blind Flange, DI IMP	Core & Main LP	11/06/19	L467725	265.06
51-6030-60-6040	10-inch Blind Flange, DI IMP	Core & Main LP	11/06/19	L467725	198.49
51-6030-60-6040	12-inch Blind Flange, DI IMP	Core & Main LP	11/06/19	L467725	267.53
51-6030-60-6040	6" x 1/8" Flange FF, RR Gasket		11/06/19	L467725	14.00
51-6030-60-6040	8" x 1/8" Flange FF, RR Gasket	Core & Main LP	11/06/19	L467725	24.00
51-6030-60-6040	10" x 1/8" Flange FF, RR Gasket		11/06/19	L467725	39.96
51-6030-60-6040	12" x 1/8" Flange FF, RR Gasket		11/06/19	L467725	47.96
51-6030-60-6040	12" MJ Cap C153 IMP w/MegaLug &		10/31/19	L405211	214.00
51-6030-60-6040	6" MJ Cap C153 IMP w/MegaLug & 1	I Core & Main LP	10/31/19	L405211	74.00
51-6030-60-6040	8" MJ Cap C153 IMP w/MegaLug & 1	I Core & Main LP	10/31/19	L405211	110.00
51-6030-60-6040	8" x 20" All SS Repair Clamp, Sr	m Core & Main LP	10/31/19	L404950	270.16
51-6030-60-6040	10" x 7.5" All SS Repair Clamp	(EJ USA, Inc	11/08/19	110190098423	128.43
51-6030-60-6070	Water Purchases Oct19	Village of Bedford Park	11/05/19	0020060000 Oct19	245,088.00
51-6030-70-7000	1.5" LF Brass Flange Kit w/gaske		10/31/19	L404950	65.00
51-6030-70-7000	1" Dual Check Valves, LF 1UFX1F	- Grainger	11/01/19	9344902441	470.16
			Total For Dept	6030 Water Operations	270,316.00
			Total For Fund	51 Water Fund	270,316.00
Fund 52 Sewer Fund Dept 6040 Sewer Operation					
52-6040-40-4032	Uniform rentals/cleaning Nov19	Breens Inc.	11/12/19	386630	24.07
52-6040-40-4032	Uniform rentals/cleaning Nov19		11/19/19	386788	23.93
52-6040-50-5030	Phone Sewer Nov19	Call One	11/15/19	156353	80.07
52-6040-50-5068	Maintenance - Three lift station			011149	811.00
52-6040-50-5080	Highland Fields Lift Station Oct		11/04/19	0099002061 Oct19	43.21
52-6040-50-5080	Chasemoor Lift Station Oct19	COMED	11/01/19	0356595009	228.35
52-6040-50-5080	Arrowhead Lift Station Oct19	COMED	11/04/19	7076690006 Oct19	282.84
52-6040-60-6040	10" MJ Cap C153 IMP w/MegaLug &		10/31/19	L405211	150.00
52-0040-00-0040	10 MO Cap CI33 IMF W/Megalug &	COLE & Main Pr			
			Total For Dept	6040 Sewer Operations	1,643.47
			Total For Fund	52 Sewer Fund	1,643.47
- 1	iology Fund				
Fund 61 Information Tech					
Dept 4040 Information Te	chnology	Idonti-Vit Colutions	11/01/10	106749	405 00
Dept 4040 Information Tec 61-4040-50-5061	chnology Base License Installs	Identi-Kit Solutions	11/01/19	106749	495.00
Dept 4040 Information Te	chnology	Identi-Kit Solutions Warehouse Direct, Inc. Warehouse Direct, Inc.	11/01/19 11/05/19 11/05/19	106749 4477552-0 4477552-0	495.00 253.98 169.99

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE Page: INVOICE DUE DATES 11/25/2019 - 11/25/2019 BOTH JOURNALIZED AND UNJOURNALIZED BOTH OPEN AND PAID						
Invoice Line Desc	Vendor	Invoice Date	Invoice		Am	nount
echnology Fund						
51	Warehouse Direct. Inc.	11/05/19	4477552-0		10	9.50
		, , .	4477552-0			52.50
HEW CE402YC Yellow		11/05/19	4477552-0		15	52.50
HEW CE403YC Magenta	Warehouse Direct, Inc.	11/05/19	4477552-0		15	52.50
		Total For Dept	4040 Information Technology		1,65	55.96
		Total For Fund	61 Information Technology Fund		1,65	5.96
	Invoice Line Desc echnology Fund Technology HEW CE400YC Black HEW CE401YC Cyan HEW CE402YC Yellow	INVOICE DUE DATES 11/25/20 BOTH JOURNALIZED AND U BOTH OPEN AND Invoice Line Desc Vendor echnology HEW CE400YC Black Warehouse Direct, Inc. HEW CE401YC Cyan Warehouse Direct, Inc. HEW CE402YC Yellow Warehouse Direct, Inc.	INVOICE DUE DATES 11/25/2019 - 11/25/2019 BOTH JOURNALIZED AND UNJOURNALIZED BOTH OPEN AND PAID Invoice Line Desc Vendor Invoice Date echnology HEW CE400YC Black Warehouse Direct, Inc. 11/05/19 HEW CE401YC Cyan Warehouse Direct, Inc. 11/05/19 HEW CE402YC Yellow Warehouse Direct, Inc. 11/05/19 HEW CE403YC Magenta Warehouse Direct, Inc. 11/05/19 Total For Dept	INVOICE DUE DATES 11/25/2019 - 11/25/2019 BOTH JOURNALIZED AND UNJOURNALIZED BOTH OPEN AND PAID Invoice Line Desc Vendor Invoice Date Invoice echnology HEW CE400YC Black Warehouse Direct, Inc. 11/05/19 4477552-0 HEW CE401YC Cyan Warehouse Direct, Inc. 11/05/19 4477552-0 HEW CE402YC Yellow Warehouse Direct, Inc. 11/05/19 4477552-0	INVOICE DUE DATES 11/25/2019 - 11/25/2019 BOTH JOURNALIZED AND UNJOURNALIZED BOTH OPEN AND PAID Invoice Line Desc Vendor Invoice Date Invoice echnology HEW CE400YC Black Warehouse Direct, Inc. 11/05/19 4477552-0 HEW CE401YC Cyan Warehouse Direct, Inc. 11/05/19 4477552-0 HEW CE402YC Yellow Warehouse Direct, Inc. 11/05/19 4477552-0 HEW CE403YC Magenta Warehouse Direct, Inc. 11/05/19 4477552-0 Total For Dept 4040 Information Technology	INVOICE DUE DATES 11/25/2019 - 11/25/2019 BOTH JOURNALIZED AND UNJOURNALIZED BOTH OPEN AND PAID Invoice Line Desc Vendor Invoice Date Invoice Am Technology HEW CE400YC Black Warehouse Direct, Inc. 11/05/19 4477552-0 10 HEW CE401YC Cyan Warehouse Direct, Inc. 11/05/19 4477552-0 15 HEW CE402YC Yellow Warehouse Direct, Inc. 11/05/19 4477552-0 15 HEW CE403YC Magenta Warehouse Direct, Inc. 11/05/19 4477552-0 15 Total For Dept 4040 Information Technology 1,65

11/20/2019 01:50 PM User: asullivan DB: BURR RIDGE	: asullivan INVOICE DUE DATES 11/25/2019 - 11/25/2019				
GL Number	Invoice Line Desc	Vendor	Invoice Date Invoice		Amount
		Fun	d Totals:		
			Fund 10 General Fund		58,476.16
			Fund 23 Hotel/Motel Tax Fund		246.48
			Fund 31 Capital Improvements Fund		25,455.44
			Fund 51 Water Fund		270,316.00
			Fund 52 Sewer Fund		1,643.47
			Fund 61 Information Technology F		1,655.96
			Total For All Funds:		357,793.51