

**VILLAGE OF BURR RIDGE – AGENDA
MAYOR & BOARD OF TRUSTEES
VILLAGE HALL – BOARD ROOM**

Monday, November 14, 2022 - 7:00 P.M.

- 1. CALL TO ORDER & PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. PRESENTATIONS AND PUBLIC HEARINGS**
- 4. CONSENT AGENDA**

All items listed with an asterisk are considered routine by the Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen requests, in which event the item will be removed from the Consent Agenda, discussed, opened for public comment, and voted upon during this meeting.

5. MINUTES

- A. * Approval of Regular Board Meeting of October 24, 2022
- B. * Approval of Special Board Meeting of October 5 and November 1, 2022
- C. * Receive and File EDC Meeting of October 19, 2022

6. ORDINANCES

- A. * Approval of An Ordinance Levying Taxes for All Corporate Purposes for the Village of Burr Ridge, DuPage and Cook Counties, Illinois, for the Fiscal Year Commencing on May 1, 2022 and Ending April 30, 2023
- B. * Approval of an Ordinance Annexing Certain Real Estate (10S370 Madison Street-Meier)

7. RESOLUTIONS

- A. Consideration of a Resolution Requesting Changes to the SAFE-T Act

Public Comment Procedures: Public comments will be accepted in written or statement form prior to or during the meeting. Written public comments shall identify whether the comment is intended to address a specific agenda item or is intended for general public comment under Section 9 – Public Comment. Public comments may also be made during the meeting when discussing specific items on the agenda. Any person seeking to address the Board on topics not on the agenda may do so during Section 9 – Public Comment.

8. CONSIDERATIONS

- A.** Consideration of Award of a Contract to Core & Main of St. Charles for the Installation and Maintenance of a Sensus Flex Net System and Purchase of SmartPoint Transmitters to Implement Advanced Metering Infrastructure in the Amount of \$197,550
- B.** Consideration of a Plan Commission Recommendation to Amend the Sign Ordinance Regarding Temporary Signs in Right of Ways (Z-13-2022)
- C.** * Approval to Direct Staff to Prepare an Ordinance Approving Text Amendments to the Zoning Ordinance Related to Commercial Vehicle Parking in Residential Districts (Z-12-2022)
- D.** * Approval of 2023 Board of Trustees Meeting Schedule
- E.** * Accept and File Resignation Letter of Economic Development Committee Member Paul Stettin
- F.** * Accept and File Resignation Letter of Economic Development Committee Member Bhagwan Sharma
- G.** * Approval of Change in Committee Size and Meeting Schedule for the Economic Development Committee
- H.** * Approval of Vendor List Dated November 14, 2022, in the Amount of \$321,872.04 for all Funds, Plus \$402,684.44 for the Pay Periods Ending October 15 & 29, for a Grand Total of \$724,556.48 Which Includes No Special Expenditures

9. PUBLIC COMMENTS

10. REPORTS AND COMMUNICATIONS

11. ADJOURNMENT

NEXT MEETING – November 28, 2022 - 7:00PM

November 14, 2022 Board Meeting Summary

6A. 2022 Property Tax Levy

Enclosed is an Ordinance authorizing the Village of Burr Ridge 2022 tax levy. The total 2022 tax levy request is \$1,338,669, which is identical in value but lower in tax rate compared to the 2021 levy. The levy represents an approximate 1-percent tax cut from the previous year.

The Village's tax levy consists of three separate components - Corporate, Police Protection, and Police Pension. In the Village's Fiscal Year 2022 Budget, the Corporate and Police Protection levies represent approximately 4% of total General Fund revenues and are used to pay for normal expenses found in the General Fund. The Police Pension Levy, which is the legally required employer contribution to the Burr Ridge Police Pension Fund, is determined by an independent actuarial valuation each year and is used to provide funding for retired police officer pensions. As directed by the Board, the proposed levy will include an additional approximately \$80,000 payment into the Police Pension Fund above the minimum statutory required payment. The Village of Burr Ridge tax levy represents less than 2% of a Burr Ridge resident's tax bill. The remaining 98% goes to other local taxing districts such as the schools, fire districts, parks, County, etc.

	2021 Levy	2022 Levy
Corporate	248,825	248,825
Police Protection	165,883	165,883
Police Pension	923,961	923,961
TOTAL	1,338,669	1,338,669
Net Dollar		\$0
Net Levy		-1.30%

Staff's Recommendation: The Ordinance be approved.

6B. Annexation – 10S370 Madison Street

The owners of 10S370 Madison Street submitted a Petition for Annexation on October 7, 2022. The 5-acre parcel contains a single-family residence, tennis court, detached garage, and a pond (Mirror Lake). The petitioners would like to connect to Village's water service. Ordinance 707 adopted on February 10, 1992, stipulated that as a condition to connect to and use the Village's water main in this area, the subject site would be required to annex. Upon annexation, the parcel will be zoned to R-1 which is the default zoning district pursuant to State and local regulations. The parcel meets the minimum lot area and lot width requirements for R-1. Any structures which are existing but do not meet the R-1 zoning district standards would be legal, nonconforming.

Staff's Recommendation: The Ordinance be approved.

7A. SAFE-T Act

At the request of the Board, a Resolution regarding the SAFE-T Act has been created for consideration. The Resolution makes the following general statements:

- The SAFE-T Act contains provisions which will improve public safety, such as the mandating of body-worn cameras, use of force training, and mental health screening for sworn officers.

- Despite these improvements, there are considerably greater issues within the SAFE-T Act which will ultimately harm the public or prevent law enforcement professionals from acting quickly and effectively to protect public safety, including:
 - The bail system set to go into effect on January 1, 2023, does not give judges and law enforcement professionals sufficient ability to hold dangerous offenders.
 - The bail system places victims and innocent persons in greater danger due to the law's requirement that specific identities of alleged targets be disclosed.
 - Law enforcement professionals are only permitted to issue citations to perceived offenders of Class B and C misdemeanors, which includes criminal trespass, assault, etc. and deprived of their ability to remove the offender.
- The Village calls upon the State to work with various stakeholder agencies to rectify these legal issues prior to the law's January 1, 2023, enactment date.
- The State should adopt the New Jersey model of bail, which allows judges to detain any persons suspected of committing any crime where it is proved that a defendant will not appear in court or poses a danger to the community.
- The State should empower law enforcement professionals to take whatever action is necessary to protect innocent persons and property when dealing with alleged Class B and C misdemeanors.

Full language of the Resolution is available in the attachment in 7A.

Staff's Recommendation: That the Resolution be adopted.

8A. AMI Infrastructure and Improvements

The FY2023 Water Fund allocates \$200,000 to create an AMI (advanced metering infrastructure) platform for the Village's water utility billing processes. AMI is a widely used technology that connects the Village's water meters directly to the Village's financial software, thereby replacing the current labor-intensive bi-monthly water billing processes with a single, automated upload and data retrieval that will record and monitor water consumption. The Water Committee has previously considered this project and made a recommendation to include these funds in the FY2023 budget.

An AMI system will improve the Village's service delivery in several ways. First, irregularities in water usage, such as leaks, can be reported in a timely manner to the account holder before they result in an excessively high water bill. Second, final water account readings can be performed remotely without an on-site inspection by a Village employee. Third, problematic water meters inside homes or businesses can be identified and replaced promptly to improve customer assurance and avoid any unbilled water loss for the Village. Fourth, an AMI will allow the Village to increase accountability and efficiency to our residents and businesses, reduce our unbilled water losses, and promote water conservation among all our customers.

The Sensus meter reading system has been utilized in Village water meters since 2013 and has the capability to be incorporated into an AMI system. The Sensus electromagnetic iPERL water meters that have been installed in most Burr Ridge

homes and businesses are 100% lead-free and can precisely measure low-flow rates such as minor leaks. The Sensus SmartPoint Model 510M two-watt transmitters mounted to the outside of a building provide reliable reading capability to our drive-by and hand-held transceivers. This metering system has operated dependably with our utility billing software since its inception and will be compatible with a fixed-based AMI system.

Staff negotiated with Core & Main of St. Charles to manage and complete the proposed, fixed-based AMI system for the Village. Core & Main is the Midwest region's authorized Sensus distributor and is the sole source supplier for Sensus products. The Village has had satisfactory experience with Core & Main for all our sales and service on our meter reading infrastructure and components since 2013.

Core & Main proposes to install and maintain a Sensus Flexnet Analytics AMI system, as described in the attached Agreement. One collector antenna will provide the coverage needed for the AMI system and is proposed to be installed on our South water tower at 16W050 83rd Street. Included in the scope is the installation and configuration of the routers and switches; use of the Sensus-hosted software; verification of capacity, performance, and security; and the validation, testing, and training to ensure that the secure, cloud-based application is fully integrated with the Village's existing financial software. Sensus is the cloud-based product included with this system that retrieves and processes the meter readings for analysis, exportation to utility billing, and alert notification to Village staff for data anomalies or leaks.

To achieve the desired interconnectivity of this new system with all customers' internal water meters, our Finance Department software will be reprogrammed, while approximately 650 outdated transmitters must be replaced. Village personnel can proficiently install the newer transmitter devices as needed; therefore, only a material order for the SmartPoint Model 510M transmitters as shown on the attached quote will be required from Core & Main.

The proposed costs from Core & Main to complete the AMI system for the Village are as follows:

<i>AMI Installation</i>	
Two-Way Tower Base Station	\$55,000
Sensus Analytics/RNI Set-Up Fee	\$15,500
Onsite RNI Training	\$6,350
Project Management Fee	\$5,000
Sensus Analytics Integration Fee	\$5,000
Sub-Total	\$86,850
<i>AMI Interconnectivity to Existing Systems</i>	
Re-Program BS&A Software	\$1,500
SmartPoint Transmitters	\$109,200
Sub-Total	\$110,700
TOTAL	\$197,550

Staff's Recommendation: The Board approve the contract.

8B. Right of Way Sign Amendments

The Plan Commission transmits its recommendation to amend section 55.09.E of the Sign Ordinance to amend the Temporary Sign provisions regarding “Right-of-Way” signs. The Plan Commission held three public hearings on the case where one member of the public spoke. The Commission unanimously voted to amend the language to revise the provisions related to right-of-way to be temporary event signs.

Plan Commission’s Recommendation: Staff be directed to prepare an Ordinance approving the amendments.

8C. Commercial Vehicle Parking Amendments

The Plan Commission transmits its recommendation to amend section IV.K of the Zoning Ordinance pertaining to the definition of commercial vehicles and the regulations for commercial vehicles in residential districts. The Plan Commission held three public hearings on the case where four members of the public spoke. While the Commissioners generally agreed to amend one specific section regarding racks and equipment, the Commissioners were divided on amending an additional section pertaining to vans. The Commissioners ultimately motioned only to amend the section pertaining racks and equipment which resulted in a 4-3 vote.

Plan Commission’s Recommendation: Staff be directed to prepare an Ordinance approving the amendments.

8D. 2023 Board Meeting Schedule

Attached is the Board’s meeting schedule for the 2023 calendar year, which will be used to establish public notice for the forthcoming year.

Staff’s Recommendation: The schedule be approved.

8E-F. EDC Resignations

Please find resignations from EDC members Bhagwan Sharma and Paul Stettin attached. Mr. Sharma served on the EDC since 2013 and Mr. Stettin since 2019. The Village thanks both members for their years of volunteer service to the community.

Staff Recommendation: The resignations be accepted and filed.

8G. EDC Committee Size and Meeting Schedule

With the two resignations in items 8G and 8H, the EDC stands at nine current members out of eleven total seats. It is the recommendation of EDC Chairperson Trustee Tony Schiappa that the EDC be reduced in size from eleven to nine members as well as its meeting schedule revised to meet on the first Wednesday of every quarter at 6:00pm instead of monthly at 6:00pm.

Staff’s Recommendation: The changes to the EDC structure be approved.

REGULAR MEETING
MAYOR AND BOARD OF TRUSTEES
VILLAGE OF BURR RIDGE

October 24, 2022

CALL TO ORDER The Regular Meeting of the Mayor and Board of Trustees of October 24, 2022, 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 Grasso.

PLEDGE OF ALLEGIANCE Mayor Grasso asked Trustee Snyder to lead the Pledge of Allegiance.

ROLL CALL was taken by the Deputy Village Clerk and the results denoted the following present: Trustees Franzese, Schiappa, Paveza, Snyder, Mital, Smith and Mayor Grasso. Also present were Village Administrator Evan Walter, Police Chief John Madden, Deputy Police Chief Ryan Husarik, Public Works Director Dave Preissig, Financial Consultant Annmarie Mampe, and Village Attorney Michael Durkin.

PRESENTATIONS AND PUBLIC HEARINGS

There were no presentations or public hearings.

CONSENT AGENDA – OMNIBUS VOTE

Mayor Grasso read the Consent Agenda and asked the Board and public if any agenda item needed to be removed from the Consent Agenda. There were none.

APPROVAL OF REGULAR BOARD MEETING MINUTES OF SEPTEMBER 26, 2022 were approved for publication under the Consent Agenda by Omnibus Vote.

APPROVAL OF SPECIAL BOARD MEETING MINUTES OF OCTOBER 5, 2022 were approved for publication under the Consent Agenda by Omnibus Vote.

APPROVAL OF AN ORDINANCE AMENDING SECTION XIV.B OF THE ZONING ORDINANCE TO DEFINE “GARAGE, ATTACHED.” (Z-11-2022: TEXT AMENDMENT – ATTACHED GARAGE) the Board, under the Consent Agenda by Omnibus Vote, Approved the Ordinance.

APPROVAL OF AN ORDINANCE AMENDING CHAPTER 8 (STORM WATER RUN-OFF) OF THE BURR RIDGE MUNICIPAL CODE (ADOPT DUPAGE COUNTY WATERSHED MANAGEMENT ORDINANCE BY REFERENCE), AS AMENDED ON SEPTEMBER 13, 2022 the Board, under the Consent Agenda by Omnibus Vote, Approved the Ordinance.

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APPROVAL OF A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BURR RIDGE AND COOK COUNTY FOR THE PROVISION OF ENVIRONMENT HEALTH INSPECTION SERVICES the Board, under the Consent Agenda by Omnibus Vote, Approved the Resolution.

APPROVAL TO AWARD CONTRACT FOR FY2023 BULK SALT PURCHASES TO CARGILL DEICING TECHNOLOGY OF NORTH OLMSTED, OHIO, IN THE NOT-TO-EXCEED AMOUNT OF \$154,080 the Board, under the Consent Agenda by Omnibus Vote, Approved the Contract Award.

APPROVAL TO AWARD CONTRACT FOR THE PURCHASE OF A FLOOR SCRUBBER AND ACCESSORIES TO WOLTER OF BOLINGBROOK, ILLINOIS, IN THE AMOUNT OF \$30,667 the Board, under the Consent Agenda by Omnibus Vote, Approved the Contract Award.

APPROVAL OF AWARD CONTRACT FOR HOLIDAY DECORATIONS TO MCFARLANE DOUGLASS OF BURR RIDGE IN THE AMOUNT OF \$30,000 the Board, under the Consent Agenda by Omnibus Vote, Approved the Contract Award.

APPROVAL OF VENDOR LIST DATED OCTOBER 10, 2022 IN THE AMOUNT OF \$95,949.51 FOR ALL FUNDS PLUS \$208,035.39 FOR THE PAY PERIOD ENDING SEPTEMBER 17, 2022, FOR A GRAND TOTAL OF \$303,984.90, WHICH INCLUDES NO SPECIAL EXPENDITURES the Board, under the Consent Agenda by Omnibus Vote, Approved the Vendor List Dated October 10, 2022, and Payroll for the Period Ending September 17, 2022.

APPROVAL OF VENDOR LIST DATED OCTOBER 24, 2022 IN THE AMOUNT OF \$888,911.46 FOR ALL FUNDS, PLUS \$207,775.42 FOR THE PAY PERIOD ENDING OCTOBER 1, 2022, FOR A GRAND TOTAL OF \$1,096,686.88, WHICH INCLUDES ONE (1) SPECIAL EXPENDITURE OF \$104,478.40 TO RJN GROUP FOR SEWER TELEVISIONING & REVIEW the Board, under the Consent Agenda by Omnibus Vote, Approved the Vendor List Dated October 24 2022, and Payroll for the Period Ending October 1, 2022.

After reading the Consent Agenda, Mayor Grasso asked for a motion to approve.

Motion was made by Trustee Schiappa, seconded by Trustee Snyder, to approve the Consent Agenda – Omnibus Vote (attached as Exhibit A), and the recommendations indicated for each respective item be hereby approved.

Mayor Grasso asked for any discussion from the Board and/or public. There were none.

On Roll Call, Vote Was:

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

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NAYS : 0 - None

ABSENT: 0 - None

There being six affirmative votes the motion carried.

CONSIDERATION OF A RESOLUTION DETERMINING THE ESTIMATED PROPERTY TAXES TO BE LEVIED FOR THE 2022 TAX YEAR OF THE VILLAGE OF BURR RIDGE, ILLINOIS

Financial Consultant Annmarie Mampe stated that this year's levy which will be collected next year will be the same as it was in the prior year. The total is \$1,338,669 which is equal to last years. The components are the same but because the statutory minimum is lower this year, we are funding the police pension fund with \$81,000 over the statutory requirement. This is great news as we can keep the levy flat and fund the police pension more. On the average, a taxpayer will pay a little less to the village than last year based on the E.A.V. (Equalized Assessed Valuation) growth.

Ms. Mampe brought up a slide of a dollar bill and the breakdown of how a tax bill is split up. The Village, except for the Township, is the smallest piece of the tax bill. It is estimated to be less than 2% of the total tax bill. Compared to our neighboring communities, except for Oak Brook who doesn't levy any taxes, we are one of the lowest tax rates. Ms. Mampe added that this shows how good our village operates and that we are not dependent on our property taxes, our taxes are not high and are still able to provide all the necessary services to our residents.

Tonight, we are presenting the resolution for board approval and if passed, then we will be back in December will the formal ordinance.

Mayor Grasso asked for any questions from the Board.

Trustee Mital thanked the staff for a great job and was happy to see the extra amount going to the Police Pension. Trustee Smith agreed with Trustee Mital and recommended that a couple of trustees sit down with Evan and see what we are looking at with the police pension fund in the next several years. He believes we have so many options due to the healthy state of the Village. It was agreed that two trustees would meet with Evan and Annmarie and do some advance planning. Trustee Franzese added that he also appreciated the extra contribution which came to 9.7% above the minimum payment. Trustee Franzese added that this gives us a chance to get caught up on our unfunded liability and thanked the staff for their hard work in keeping costs down which allows us to do this. Trustee Schiappa asked and was advised that the pension fund was currently 70% funded.

Mayor Grasso pointed out that the net levy is 1.3% less in real dollars but really due to the increase in the E.A.V. Ms. Mampe stated that the counties make the final determination on the E.A.V. and we are still waiting on Cook County which lags the other counties in the state. Once received, Ms. Mampe added they will be able to do a good estimate of what the tax levy will be.

Regular Meeting
Mayor and Board of Trustees, Village of Burr Ridge
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Mayor Grasso summarized it by saying with the property values going up and the Board doing a good job of keeping the property levy flat, there is no increase.

Mayor Grasso asked for any comments from the public. There were none.

Mayor Grasso asked for a motion to approve the resolution.

Motion was made by Trustee Smith, seconded by Trustee Mital, to approve.

Mayor Grasso asked for any further discussion from the Board and any comments from the public. There were none.

On Roll Call, Vote Was:

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

NAYS : 0 - None

ABSENT: 0 - None

There being six affirmative votes the motion carried.

Mayor Grasso asked to show the slide of the dollar bill and the breakdown of how taxpayer dollars are allocated. He wanted to emphasize that the Village is only 2% of the total tax bill and so when people say that taxes are high, they are not talking about the Village of Burr Ridge.

Trustee Franzese gave an example that if you have a \$10,000 tax bill, you are spending \$200 a year for around the clock police protection, snow removal, road maintenance, infrastructure and all the other benefits the residents receive. He added that is a fantastic value.

Mayor Grasso added that this is another reason why Burr Ridge is “a very special place”. He thanked the Board and the Staff for all their great work.

**CONSIDERATION TO AWARD CONTRACT FOR ENTRYWAY SIGN REPLACEMENT
TO PARVIN-CLAUSS OF CAROL STREAM IN THE AMOUNT OF \$22,726**

Village Administrator Evan Walter stated that \$30,000 in the budget to replace some of our dated village entryway signs. Staff worked with Parvin-Clauss to design this sign which is very similar to the sign outside village hall. The one difference would be where the one outside says, “Village Hall”, the entryway signs would say “Est. 1956”. The signs are all aluminum, painted signs which will hold up better than the older wooden signs. Mr. Walter identified six locations that the new signs would go and added the \$30,000 also included landscaping around the new signs. Mr. Walter introduced Dan Olson from Parvin-Clauss and stated he would answer any questions the board may have.

Mayor Grasso asked the Trustees for any questions.

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Trustee Franzese was glad to see the aluminum, maintenance free construction of the signs. Trustee Paveza added that he thought on sign on Willow Springs Rd near the entrance to Edgewood Valley Golf Course would let people know that they were in Burr Ridge. Village Administrator Walter stated that there was concern as the Village did not have jurisdiction over Willow Springs Road down there and that a sign at 79th Street and Wolf Rd would be a better alternative.

Mayor Grasso added that he thought we should have our slogan, “A Very Special Place” on the signs. Mr. Walter stated that they could swap out the “Est. 1956” for the slogan if the board preferred that.

Mr. Olson from Parvin-Clauss stated that he did not think it would be a big difference in cost and would be willing to make a revision with the slogan if they requested it. Mayor Grasso advised that he liked that and would pass on the revision to the board to review.

Mayor Grasso asked for a motion to award the contract.

Motion was made by Trustee Snyder, seconded by Trustee Schiappa, to approve.

Mayor Grasso asked for any discussion from the Board and/or public. There were none.

On Roll Call, Vote Was:

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

NAYS : 0 - None

ABSENT: 0 - None

There being six affirmative votes the motion carried.

PUBLIC COMMENT

Mayor Grasso asked for any public comment. There was none.

REPORTS AND COMMUNICATIONS

Trustee Mital wished those residents who celebrate Diwali today, a Happy Diwali and wished them a year full of health, happiness, and prosperity. She added that Halloween trick or treating while occur in Burr Ridge from 3 pm to 8 pm. The Village Center will host “Boo Ridge” this Saturday from 2 pm to 4 pm. Deck the Green will take place from 5pm to 7pm on Friday, November 18th on the Village Green. There will be a tree lighting, along with a chance to meet and take a picture with Santa and Mrs. Claus, face painting, Buddy the elf, letters to Santa and a live DJ. Admission is free.

The Veterans Memorial Committee will host a short ceremony on Veterans Day on Nov. 11th at 11 am in front of the Village Hall.

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Trustee Snyder advised that Trustee Franzese and he were working on some parking issues recently that were getting out of control and had to contact Chief Madden several times. Chief Madden was able to rectify the situations and get more tickets issued and sent to adjudication. Trustee Snyder wanted to personally thank Chief Madden and his staff as well as Village Administrator Walter who both responded to his calls at 8 pm last Friday night.

Trustee Franzese advised that at the last meeting they had talked about a crosswalk at 79th Street and Woodside Lane that did not have any signage and a little girl had been hit by a car there the previous month. Mayor Grasso along with Staff worked with the Cook County Department of Transportation and got signs installed two weeks ago. These signs make it a much safer place to cross as residents go to the Village Center and back. Trustee Franzese and the residents of Burr Oak South wanted to thank you for all their work in getting this done.

Trustee Schiappa stated that he was looking to get a consensus from the board to add a resolution on the next board meeting publicly opposing the SAFE-T Act. With a show of support from the other board members, Mayor Grasso stated that it would be added to the November 14th meeting.

Mayor Grasso advised that he had read up on Diwali and found it was celebrated by the Hindu and Sikhs. It is associated with the Goddess of Prosperity, God of Wisdom and called the Festival of Lights. It is considered the Victory over Darkness, Victory of Good over Evil and Knowledge over Ignorance.

Tuesday, November 8th is election day. Mayor Grasso reminded everyone to get out and vote. He stated if you don't vote, you don't get to complain. The Burr Ridge Police Department is an early voting site.

Mayor Grasso reminded everyone to have fun but to also be safe out there.

Mayor Grasso pointed out that if you have driven along Garfield north of Plainfield you might have noticed the Garfield sidewalk extension is about done. This has been a long-awaited extension of the Garfield sidewalk. He thanked Mr. Walter, Public Works Director Dave Preissig, and their staff for all their work in getting this project completed.

Village Administrator Evan Walter also added that the Kraml sidewalk project has been completed. He also thanked Mr. Preissig on the project's completion. Trustee Schiappa stated that he has seen many residents using the sidewalk within hours of it opening.

Regular Meeting
Mayor and Board of Trustees, Village of Burr Ridge
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ADJOURNMENT

Mayor Grasso asked for a motion to adjourn the meeting.

Motion was made by Trustee Mital, seconded by Trustee Paveza to adjourn.

The Board unanimously approved, and the meeting was adjourned at 7:27 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.

Susan Schaus
Village Clerk
Burr Ridge, Illinois

Shirley Benedict
Deputy Village Clerk
Burr Ridge, Illinois

APPROVED BY the President and Board of Trustees this _____ day of _____, 2022.

SPECIAL MEETING
MAYOR AND BOARD OF TRUSTEES
VILLAGE OF BURR RIDGE, IL
DATE: OCTOBER 5, 2022

CALL TO ORDER The Special Meeting of October 5, 2022 was held in the Community Room of the Police Station, 7700 County Line Road, Burr Ridge, Illinois and called to order at 6:15 pm by Mayor Grasso.

ROLL CALL

Roll call was taken, and the results denoted the following present: Trustees Guy Franzese, Tony Schiappa, Al Paveza, and Russell Smith were present. Trustee Mital participated remotely. Trustee Joe Snyder gave advance notice that he would not be attending the meeting. Mayor Gary Grasso was also in attendance. Also present were Village Administrator Evan Walter, Police Chief John Madden, Deputy Police Chief Marc Loftis, Deputy Police Chief Ryan Husarik, Public Works Director Dave Preissig, Community Development Director Janine Farrell, Community Engagement Analyst Hannah Weyant, Assistant to the Public Works Director Andrez Beltran, and Executive Assistant Pam Foy, and Village Clerk Sue Schaus. Jim Broline, Plan Commissioner was also in attendance.

INTRODUCTIONS

Mayor Grasso asked everyone to introduce themselves. Mr. Greg Kuhn introduced himself as a Professor at Northern Illinois University (NIU) and Mr. Aaron Lewis, Research Specialist at NIU who was assisting with the facilitation of the session. The rest of the elected officials and staff introduced themselves.

REVIEW OF 2022 ACCOMPLISHMENTS AND FUTURE GOALS

Mr. Kuhn explained that the process would be split between two evenings, with this session focusing on accomplishments this year and future goals. This meeting would focus on three areas: a conversation about the future with the Board setting direction, internal and external factors which might impact goals, and a SWOT analysis discussion. He said the goal setting process would help the Board and staff determine how to best spend time and resources for optimal results in real accomplishments. The second meeting would follow-up and continue from this session. Mr. Kuhn said he would provide a written summary of the discussions at this meeting.

SUMMARY OF 2022 COMMUNITY SURVEY

Mr. Kuhn summarized 2022 community survey, stating that the results were very positive compared to other community surveys he had seen. He asked everyone to describe the Village using two words, with positive feedback from participants.

DISCUSSION REGARDING CURRENT STATE OF THE VILLAGE

The Board discussed the current state of the Village, noting that it was accessible, well managed, safe, and a great community with friendly residents. Mayor Grasso commended the Plan Commission for the successful growth of the village.

DISCUSSION REGARDING FUTURE STATE OF THE VILLAGE

Mr. Kuhn asked for attendee feedback on what they would like to see in the future. The Board stressed the importance of a stable community with strong schools, financial and infrastructure stability, and a quality of life where people would want to live and raise their families. Increased code enforcement and growth as an environmental leader were also topics mentioned as important for the future of the Village. Breakout sessions then took place focusing on the future of the village with the Board and staff.

Mr. Kuhn conducted a “SWOT” analysis whereby he asked group to provide a list of the strengths, weaknesses, opportunities, and threats for the Village. Discussion categories included fiscal health, CNH/TFC property development, home rule and the SAFE-T Act. Strengths included the police department, fiscal health, the village location, village branding, public works, technology, and the plan commission. Weaknesses included non-home rule authority, having one village in two counties, single issue interests, code enforcement, and state restrictions. Opportunities included police pensions, CNH/TFC property development, the PACE property, obtaining and keeping good committee members, expanding the village brand, and the importance of transparency. Challenges included finances, land development, roads and accessibility, stormwater and sewer management, infrastructure, schools, maintaining quality services, public safety, attracting and keeping village officials, and the SAFE-T Act. A complete list of all topics discussed will be compiled by Mr. Kuhn for the next meeting.

Mr. Kuhn concluded that the workshop would reconvene on November 1. He said he would provide a written summary of this discussion for that meeting, and that it would focus on turning the SWOT analysis and the visioning exercise into specific goals and priorities.

CONTINUATION OF MEETING TO NOVEMBER 1, 2017, 6:00 PM, BURR RIDGE VILLAGE HALL, 7660 COUNTY LINE ROAD

There being no further business, Motion was made by Trustee Franzese and seconded by Trustee Schiappa that the Special Meeting of October 5, 2022, be continued to November 1, 2022 at 6:00 pm at the Village Hall, 7760 County Line Road.

On Roll Call, Vote Was:

AYES: 5 - Trustees Franzese, Schiappa, Paveza, Mital, Smith

NAYS: 0 - None

ABSENT: 1 – Trustee Snyder

Special Meeting
Village Mayor & Board of Trustees
October 5, 2022

There being five affirmative votes, the Special Meeting was continued at 8:05 pm.

Susan Schaus
Village Clerk
Burr Ridge, Illinois

APPROVED BY the President and Board of Trustees this _____ day of _____ 2022.

SPECIAL MEETING
MAYOR AND BOARD OF TRUSTEES
VILLAGE OF BURR RIDGE, IL
NOVEMBER 1, 2022

CALL TO ORDER The continuation of the Special Meeting began on October 5, 2022, was held on November 1, 2022, in the Village Hall Board Room, 7660 County Line Road, Burr Ridge, Illinois and called to order at 6:00 pm by Mayor Grasso.

ROLL CALL

Roll call was taken, and the results denoted the following present: Mayor Gary Grasso, Trustees Guy Franzese, Tony Schiappa, Al Paveza, Joe Snyder, and Russell Smith were present. Trustee Mital participated remotely. Also present were Village Administrator Evan Walter, Police Chief John Madden, Deputy Police Chief Marc Loftus, Public Works Director Dave Preissig, Community Development Director Janine Farrell, Community Engagement Analyst Hannah Weyant, Assistant to the Public Works Director Andrez Beltran, Finance Consultant Heather Davis, and Executive Assistant Pam Foy. Also present were Dr. Greg Kuhn and Aaron Lewis from NIU Center for Governmental Studies.

REVIEW OF OCTOBER 5 WORKSHOP

Dr. Kuhn reviewed the progress made at the initial workshop on October 5 and commended the Village on its high marks noted in the community survey.

CONSIDERATION OF ADOPTION OF VILLAGE STRATEGIC VISION

Mr. Walter reviewed a draft Strategic Vision which would replace the current vision found in the budget. Mr. Walter noted five specific pillars in which all Village action would fall; no action would be taken which did not meet at least one of the five strategic vision pillars. The Board made no changes to the draft strategic vision and adopted the vision by consensus.

CONSIDERATION OF GOAL IDENTIFICATION

At this time, the meeting was divided into three working groups to discuss and identify possible goals. The participants later returned to discuss their goals and make a preliminary list. The preliminary list was divided into goals which were perceived to be routine or complex.

CONSIDERATION OF FUTURE GOAL TRACKING

Dr. Kuhn said that now that the goals had been compiled in draft form, his staff would compile the goals and perform an online survey of the Board to determine how goals should be prioritized as well as where they should be placed in the goal matrix from a short- and long-term basis. A final document would be returned to staff, at which time the goals would become the official list of working priorities for the Village over the forthcoming two years.

Special Meeting
Village Mayor & Board of Trustees
November 1, 2022

PUBLIC COMMENT

No public comment was received.

REPORTS AND COMMUNICATIONS

Trustee Franzese identified several goals from previous goal-setting sessions, including the adoption of a waste hauler contract, to demonstrate the value of goal-setting sessions. Trustee Franzese said he was appreciative of the efforts of all parties to make the current workshops happen and looked forward to the goals' implementation.

ADJOURNMENT

There being no further business, Motion was made by Trustee Franzese and seconded by Trustee Schiappa that the Special Meeting of November 1, 2022, be adjourned at 7:42pm.

On Roll Call, Vote Was:

AYES: 6 - Trustees Franzese, Schiappa, Paveza, Mital, Smith, and Snyder

NAYS: 0 - None

There being six affirmative votes, the Special Meeting was adjourned at 7:42pm.

Susan Schaus
Village Clerk
Burr Ridge, Illinois

APPROVED BY the Mayor and Board of Trustees this _____ day of _____ 2022.

MINUTES
ECONOMIC DEVELOPMENT COMMITTEE MEETING
October 19, 2022

CALL TO ORDER: Chairman Tony Schiappa called the meeting to order at 6:15 p.m. The meeting was held in person and on Zoom at the Village Hall.

ROLL CALL: **Present:** Chairman Tony Schiappa, Kirsten Jepsen, and Michael Simmons. Ramzi Hassan, Debbie Hamilton, and Luka Kaplarevic participated digitally by Zoom. Also present was Economic Development Coordinator Andrez Beltran

Absent: Trustee Russell Smith, Sam Odeh, and Mark Stangle

MINUTES: A **MOTION** was made by Mr. Simmons to approve the Minutes from the September 7, 2022 meeting. The **MOTION** was seconded by Ms. Jepsen. **Approved 6-0.**

TCF PROPERTY UPDATE AND DISCUSSION

Mr. Beltran gave an update on the status of the TCF property. He stated that there has not been a contract signed. The prospective buyer will not close on the property until they are approved to develop the property in a manner to make a profit. Village staff is still working with the prospective buyer on concepts the Village would find appropriate for the location. Tentatively, staff believes a petition could come forth by the end of the year with closing six months after approval.

Chairman Schiappa asked the Committee for any additional thoughts. Ms. Jepsen stated she wondered if there was an opportunity for an indoor food hall type concept where multiple small restaurants have joint seating. She continued it could help draw families as different family members could eat different food but together. Mr. Hassan stated that there a concept like that in Chicago called Revival. It works well for smaller restaurateurs to start there before moving into their own building, like a business incubator for restaurants. Chairman Schiappa stated he would bring the idea to the prospective buyer.

CNH PROPERTY UPDATE AND DISCUSSION

Mr. Beltran gave an update on the CNH property. He stated that currently staff meeting with CNH agents and prospective buyers for introductions, education on Village development processes, and site-specific concerns or issues. No concepts or plans have been put forth to staff. Staff believes process is on track for a prospective buyer to be identified early next year, with working with the Village on concepts in around six to twelve months.

Chairman Schiappa stated he has seen the property marketed as all industrial, which he is not in favor of. He would like some to be commercial. Ms. Jepsen asked Mr. Hassan what his thoughts were. Mr. Hassan stated that it is a big site. He thought that some mixed used of the site with industrial but including commercial as well to get sales tax. Chairman Schiappa thanked them both for their comments.

DISCUSSION ON 2023-20024 ECONOMIC DEVELOPMENT GOALS

Mr. Beltran stated that the Village Board is forming Goals for next year's budget, with another meeting coming up on November 1st. He noted that at the October 5th Special Board Meeting, CNH and TCF properties redevelopment were discussed as long-term goals for the Village. He also stated that Chairman Schiappa has also expressed a goal of creating an Annexation strategy. He asked the Committee if there were other goals they thought the Village Board should pursue in the coming year.

Chairman Schiappa stated that the EDC used to put on economic development events like realtor breakfasts and wondered if that was something the EDC wanted to restart. The Committee agreed that restarting events would be a good idea. Discussed events were not just breakfasts, but also business walks in the downtown area like Village Center hosted last year with different wines at different stores.

Mr. Simmons suggested that improved lighting and signage in the downtown should be a goal. The Committee agreed, and added ideas of improving connectivity in the downtown between Village Center, County Line Square, and whatever new development would happen at the TCF parcel. Chairman Schiappa summarized the comments as creating a Downtown Plan with those guidelines, and the Committee agreed.

REVIEW OF TASTE OF BURR RIDGE/CAR SHOW

Chairman Schiappa asked for comments about the Taste of Burr Ridge and Car show. The Committee stated they heard almost all good things about it this year. The only negative comment was on the use of tickets and the pricing. Mr. Hassan stated they are reviewing that for the next year as it was a point of feedback.

NEW BUSINESS IDEAS/ ACTION ITEMS

There were no new business action items.

PUBLIC COMMENT

There were no public comments.

ADJOURNMENT

As there was no more business and no objection, the meeting was adjourned at 7:20 p.m.

Respectfully submitted:

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

Andres Beltran
Economic Development Coordinator

ORDINANCE NO. ____

**AN ORDINANCE LEVYING TAXES FOR ALL CORPORATE
PURPOSES FOR THE VILLAGE OF BURR RIDGE, DUPAGE AND
COOK COUNTIES, ILLINOIS FOR THE FISCAL YEAR
COMMENCING ON MAY 1, 2022 AND ENDING APRIL 30, 2023**

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

SECTION 1: The total amount of appropriations for all corporate purposes legally made to be collected from the tax levy for the current year is hereby ascertained to be the sum of One Million, Three Hundred Thirty-Eight Thousand, Six Hundred Sixty-Nine Dollars (\$1,338,669).

SECTION 2: The sum of One Million, Three Hundred Thirty-Eight Thousand, Six Hundred Sixty-Nine Dollars (\$1,338,669), being the total appropriations heretofore legally made which are to be collected from the tax levy for the current fiscal year of the Village of Burr Ridge, as appropriated for the current fiscal year by the annual appropriation ordinance of the Village of Burr Ridge for the fiscal year ending April 30, 2023 passed by the Mayor and Board of Trustees of the Village at the legally convened meeting of April 11, 2022, be, and the same is hereby levied upon all of the taxable property in the Village of Burr Ridge subject to taxation for the current year, the specific amounts as levied for the various funds hereto named being included by being placed in a separate column under the heading Amount To Be Derived By Tax Levy which appears over the same, the tax so levied being for the current fiscal year of said Village, and for the said appropriation to be collected from said tax levy, the total which has been ascertained and being as follows:

Account Description	Adopted Budget	Other Revenue Sources	Be Derived By Tax Levy
General Fund			
Boards & Commissions			
Personnel Services			
Salaries Part-Time	\$ 30,446	\$ 30,446	-
IMRF Contributions	176	176	-
FICA/Medicare Taxes	2,333	2,333	-
Due & Subscriptions	15,115	15,115	-
Training & Travel Expense	2,000	2,000	-
Total Personnel Services	50,070	50,070	-
Contractual Services			
Legal Services	127,500	127,500	-
Prosecution Services	20,000	20,000	-
Other Professional Services	-	-	-
Postage	2,098	2,098	-
Telephone	600	600	-
Printing	250	250	-
Other Contractual Services	10,000	10,000	-
Total Contractual Services	160,448	160,448	-
Commodities			
Operating Supplies	250	250	-
Total Commodities	250	250	-
Other Expenditures			
Public/Employee Relations	32,800	32,800	-
Village Clerk	2,500	2,500	-
Fire & Police Comm	18,380	18,380	-
Economic Development Comm	-	-	-
Total Other Expenditures	53,680	53,680	-
Total Boards & Commission	264,448	264,448	-
Administration			
Personnel Services			
Salaries Full-Time	298,151	298,151	-
Salaries Part-Time	61,480	61,480	-
IMRF Contributions	28,364	28,364	-
FICA/Medicare Taxes	26,494	26,494	-
Health/Life Insurance	31,050	31,050	-
Dues & Subscriptions	2,520	2,520	-
Training & Travel Expense	6,850	6,850	-
Total Personnel Services	454,909	454,909	-
Contractual Services			
Other Professional Services	-	-	-
Postage	1,637	1,637	-
Telephone	2,729	2,729	-
Publishing	500	500	-
Printing	375	375	-
Building/Zoning Enforcement	-	-	-
Total Contractual Services	5,241	5,241	-

Account Description	Adopted Budget	Other Revenue Sources	Be Derived By Tax Levy
Commodities			
Office Supplies	300	300	-
Operating Supplies	6,500	6,500	-
Gasoline & Oil	300	300	-
Supplies - Equipment	-	-	-
Total Commodities	7,100	7,100	-
Total Administration	467,250	467,250	-
Finance			
Personnel Services			
Salaries Full-Time	48,887	48,887	-
IMRF Contributions	5,226	5,226	-
FICA/Medicare Taxes	3,708	3,708	-
Health/Life Insurance	3,835	3,835	-
Dues & Subscriptions	1,665	1,665	-
Training & Travel Expense	7,500	7,500	-
Total Personnel Services	70,821	70,821	-
Contractual Services			
Other Professional Services	130,000	130,000	-
Postage	285	285	-
Telephone	-	-	-
Publishing	1,500	1,500	-
Printing	-	-	-
Auditing Services	32,000	32,000	-
Total Contractual Services	163,785	163,785	-
Commodities			
Office Supplies	500	500	-
Operating Supplies	500	500	-
Supplies - Equipment	-	-	-
Total Commodities	1,000	1,000	-
Total Finance	235,606	235,606	-
Central Services			
Other Personnel Services	3,500	3,500	-
Total Personnel Services	3,500	3,500	-
Contractual Services			
Telephone	19,800	19,800	-
Printing	1,000	1,000	-
Maintenance-Equipment	1,000	1,000	-
Insurance	163,662	163,662	-
Rentals	1,500	1,500	-
Total Contractual Services	186,962	186,962	-
Commodities			
Office Supplies	2,000	2,000	-
Operating Supplies	6,000	6,000	-
Total Commodities	8,000	8,000	-
Capital Outlay			

Account Description	Adopted Budget	Other Revenue Sources	Be Derived By Tax Levy
Equipment	20,000	20,000	-
Total Capital Outlay	20,000	20,000	
Other Expenditures			
Bank/Investment Fees	13,355	13,355	-
Total Other Expenditures	13,355	13,355	-
Transfers			
Transfer to Cap.Imprvmt. Fund	488,666	488,666	-
Transfer to Equipment Replacement Fund	-	-	-
Transfer to Information Technology Fund	-	-	-
Total Transfers	488,666	488,666	-
Total Central Services	720,483	720,483	-
Information Technology			
Personnel Services			
Dues & Subscriptions	3,900	3,900	-
Total Personnel Services	3,900	3,900	-
Contractual Services			
Other Professional Services	115,000	115,000	-
Telephone	435	435	-
Printing	5,000	5,000	-
Data Processing Services	215,809	215,809	-
Total Contractual Services	336,244	336,244	
Commodities			
Office Supplies	13,000	13,000	-
Operating Supplies	15,000	15,000	-
Total Commodities	28,000	28,000	
Capital Outlay			
Equipment	180,000	180,000	-
Technology Improvements	40,000	40,000	-
Total Capital Outlay	220,000	220,000	
Total Information Technology	588,144	588,144	
Police			
Personnel Services			
Salaries Full-time	3,028,687	2,613,979	414,708
Salaries Overtime	205,500	205,500	-
IMRF Contributions	23,031	23,031	-
FICA/Medicare Taxes	244,103	244,103	-
Health/Life Insurance	266,353	266,353	-
Pension Contribution	923,961	923,961	-
Uniform Allowance	35,100	35,100	-
Dues & Subscriptions	5,670	5,670	-
Employment Recruitment	350	350	-
Training & Travel Expense	41,225	41,225	-
Tuition Reimbursement	-	-	-
Total Personnel Services	4,773,980	4,359,272	414,708

Account Description	Adopted Budget	Other Revenue Sources	Be Derived By Tax Levy
Contractual Services			
Other Professional Services	44,970	44,970	-
Postage	2,268	2,268	-
Telephone	18,894	18,894	-
Printing	2,500	2,500	-
Dispatching	341,571	341,571	-
Maintenance-Equipment	16,750	16,750	-
Maintenance-Vehicles	32,350	32,350	-
Other Contractual Services	4,335	4,335	-
Total Contractual Services	463,638	463,638	-
Commodities			
Office Supplies	1,000	1,000	-
Operating Supplies	35,970	35,970	-
Gasoline & Oil	55,050	55,050	-
Supplies - Equipment	53,050	53,050	-
Total Commodities	145,070	145,070	-
Capital Outlay			
Equipment	80,336	80,336	-
Vehicles	72,315	72,315	-
Total Capital Outlay	152,651	152,651	-
Total Police	5,535,339	5,120,631	414,708
Public Works			
Personnel Services			
Salaries Full-Time	779,313	779,313	-
Salaries Part-Time	87,451	87,451	-
Salaries Overtime	45,000	45,000	-
IMRF Contributions	82,589	82,589	-
FICA/Medicare Taxes	68,494	68,494	-
Health/Life Insurance	69,831	69,831	-
Uniform Allowance	8,150	8,150	-
Dues & Subscriptions	2,380	2,380	-
Employee Recruitment Expense	1,000	1,000	-
Training & Travel Expense	11,600	11,600	-
Total Personnel Services	1,155,808	1,155,808	-
Contractual Services			
Other Professional Services	15,950	15,950	-
Postage	265	265	-
Telephone	5,022	5,022	-
Publishing	1,500	1,500	-
Printing	150	150	-
Maintenance - Equipment	12,500	12,500	-
Maintenance - Vehicles	35,700	35,700	-
Maintenance - Buildings	77,400	77,400	-
Maintenance - Streets	36,000	36,000	-
Maintenance - Lighting	30,000	30,000	-
Maintenance - Signals	13,000	13,000	-
Maintenance - Trees	118,000	118,000	-
Maintenance - Grounds	16,000	16,000	-

Account Description	Adopted Budget	Other Revenue Sources	Be Derived By Tax Levy
Janitorial Services	63,000	63,000	
Street Lighting - Electric	35,000	35,000	-
Garbage Hauling	19,000	19,000	-
Building/Zoning Enforcement	115,000	115,000	-
Utilities	21,000	21,000	
Rentals	1,000	1,000	-
Other Contractual Services	83,600	83,600	-
Reimbursable Contractor Srvc	5,000	5,000	-
Maintenance - EAB	-	-	-
Total Contractual Services	704,087	704,087	-
Commodities			
Office Supplies	700	700	-
Operating Supplies	25,000	25,000	-
Gasoline & Oil	28,000	28,000	-
Supplies - Equipment	22,500	22,500	-
Supplies - Vehicles	10,000	10,000	-
Supplies - Streets	18,000	18,000	-
Supplies - Trees	19,000	19,000	-
Small Tools	1,500	1,500	-
Salts & Chemicals	138,900	138,900	-
Total Commodities	263,600	263,600	-
Capital Outlay			
Equipment	66,000	66,000	
Improvements	180,000	180,000	-
Total Capital Outlay	246,000	246,000	-
Total Public Works	2,369,495	2,369,495	-
Total General Fund	10,180,765	9,766,057	414,708
Motor Fuel Tax Fund			
Other Expenditures			
Bank/Investment Fees	228	228	-
Total Other Expenditures	228	228	-
Special Revenue MFT			
Transfers			
Transfer To Cap. Imprvmt. Fund	429,223	429,223	-
Total Transfers	429,223	429,223	-
Total Motor Fuel Tax Fund	429,451	429,451	-
Hotel/Motel Tax Fund			
Special Revenue Hotel/Motel			
Contractual Services			
Maintenance-Gateway Landscape	100,000	100,000	-
Gateway Projects	30,000	30,000	-
Total Contractual Services	130,000	130,000	-
Other Expenditures			
Public/Employee Relations	55,000	55,000	-

Account Description	Adopted Budget	Other Revenue Sources	Be Derived By Tax Levy
Special Events	160,250	160,250	-
Bank/Investment Fees	910	910	-
Programs/Tourism Promotions	46,800	46,800	-
Hotel/Motel Marketing	15,000	15,000	-
Other Expenditures	25,000	25,000	-
Total Other Expenditures	302,960	302,960	-
Transfers			
Transfer To Cap. Imprvmt. Fund	310,357	310,357	-
Total Transfers	310,357	310,357	-
Total Hotel/Motel Tax Fund	743,317	743,317	-

Business District Fund

Transfers			
Transfer To General Fund	50,000	50,000	-
Total Transfers	50,000	50,000	-
Total Business District Fund	50,000	50,000	-

Capital Improvements Fund

Capital Improvement			
Capital Outlay			
Improvements	28,300	28,300	-
Village Facility Improvements	30,000	30,000	-
Road Program	768,300	768,300	-
Sidewalk/Pathway Projects	522,250	522,250	-
Lease Maintenance	2,208	2,208	-
Lease Principal	136,987	136,987	-
Lease Interest	28,211	28,211	-
Total Capital Outlay	1,516,256	1,516,256	-
Other Expenditures			
Bank/Investment Fees	1,508	1,508	-
Total Other Expenditures	1,508	1,508	-
Total Capital Improvements Fund	1,517,764	1,517,764	-

Storm Water Management Fund

Storm Water Management			
Contractual Services			
Maintenance - Utility System	-	-	-
Capital Outlay			
Storm Water Management	95,000	95,000	-
Total Capital Outlay	95,000	95,000	-
Other Expenditures			
Bank/Investment Fees	72	72	-
Total Other Expenditures	72	72	-

Account Description	Adopted Budget	Other Revenue Sources	Be Derived By Tax Levy
Total Storm Water Management Fund	95,072	95,072	-
Water Fund			
Water Operations			
Personnel Services			
Salaries Full-time	578,414	578,414	-
Salarites Part-time	8,994	8,994	-
Salaries Overtime	55,000	55,000	-
IMRF Contributions	60,464	60,464	-
FICA/Medicare Taxes	47,514	47,514	-
Health/Life Insurance	46,835	46,835	-
Uniform Allowance	9,100	9,100	-
Due & Subscriptions	2,625	2,625	-
Employee Recruitment Expense	500	500	-
Training & Travel Expense	3,350	3,350	-
Total Personnel Services	812,796	812,796	-
Contractual Services			
Professional Services	82,400	82,400	-
Postage	13,983	13,983	-
Telephone	12,260	12,260	-
Printing	-	-	-
Maintenance - Equipment	9,000	9,000	-
Maintenance - Vehicles	3,500	3,500	-
Maintenance - Buildings	6,650	6,650	-
Maintenance - Distribution Systm	830,000	830,000	-
Engineering Services	375,000	375,000	-
Lease Maintenance	1,487	1,487	-
Utilities	80,000	80,000	-
Insurance	70,141	70,141	-
Rentals	500	500	-
Other Contractual Services	21,350	21,350	-
Total Contractual Services	1,506,271	1,506,271	-
Commodities			
Office Supplies	600	600	-
Operating Supplies	37,500	37,500	-
Gasoline And Oil	12,500	12,500	-
Supplies - Equipment	81,000	81,000	-
Supplies - Vehicles	800	800	-
Water Purchases	4,144,900	4,144,900	-
Total Commodities	4,277,300	4,277,300	-
Capital Outlay			
Equipment	80,000	80,000	-
Improvements	236,500	236,500	-
Technology Improvements	200,000	200,000	-
Total Capital Outlay	516,500	516,500	-
Other Expenditures			
Bank/Investment Fees	8,473	8,473	-
Lease Principal	30,494	30,494	-
Lease Interest	6,403	6,403	-

Account Description	Adopted Budget	Other Revenue Sources	Be Derived By Tax Levy
Total Other Expenditures	45,370	45,370	-
Transfers			
Transfer To General Fund	175,000	175,000	-
Total Transfers	175,000	175,000	-
Total Water Fund	7,333,237	7,333,237	-
Sewer Fund			
Sewer Operations			
Personnel Services			
Salaries Full-time	266,484	266,484	-
Salaries Part-time	2,499	2,499	-
Salaries Overtime	4,000	4,000	-
IMRF Contributions	27,687	27,687	-
FICA/Medicare Taxes	20,018	20,018	-
Health/Life Insurance	34,835	34,835	-
Uniform Allowance	2,750	2,750	-
Total Personnel Services	358,273	358,273	-
Contractual Services			
Professional Services	290,000	290,000	-
Telephone	577	577	-
Maintenance - Utility System	17,000	17,000	-
Utilities	8,000	8,000	-
Insurance	-	-	-
Total Contractual Services	315,577	315,577	-
Commodities			
Operating Supplies	1,500	1,500	-
Supplies - Equipment	2,000	2,000	-
Total Commodities	3,500	3,500	-
Capital Outlay			
Equipment	80,000	80,000	-
Total Capital Outlay	80,000	80,000	-
Other Expenditures			
Bank/Investment Fees	4,189	4,189	-
Total Other Expenditures	4,189	4,189	-
Transfers			
Transfer To General Fund	40,000	40,000	-
Total Transfers	40,000	40,000	-
Total Sewer Fund	801,539	801,539	-
Police Pension Fund			
Police Pension			
Personnel Services			
Dues & Subscriptions	795	795	-
Training & Travel Expense	-	-	-
Total Personnel Services	795	795	-

Account Description	Adopted Budget	Other Revenue Sources	Be Derived By Tax Levy
Contractual Services			
Legal Services	2,500	2,500	-
Postage	27	27	-
Actuarial Services	-	-	-
Annual Filing Fee	4,000	4,000	-
Total Contractual Services	6,527	6,527	-
Other Expenditures			
Bank/Investment Fees	60,000	60,000	-
Pension/Disability Payments	1,501,125	577,164	923,961
Total Other Expenditures	1,561,125	637,164	923,961
Total Police Pension Fund	1,568,447	644,486	923,961
Total Village	22,719,592	21,380,923	1,338,669

SECTION 3: The total amount of One Million, Three Hundred Thirty-Eight Thousand, Six Hundred Sixty-Nine Dollars (\$1,338,669), ascertained above, be and the same is hereby levied and assessed on all property subject to taxation within the Village of Burr Ridge according to the value of said property as the same is assessed and equalized for State and County purposes for the current year.

SECTION 4: This Levy Ordinance is adopted pursuant to the procedures set forth in the Illinois Municipal Code.

SECTION 5: There is hereby certified to the County Clerks of DuPage and Cook, Illinois, the several sums aforesaid, constituting said total amount of One Million, Three Hundred Thirty-Eight Thousand, Six Hundred Sixty-Nine Dollars (\$1,338,669), which said total amount the Village of Burr Ridge requires to be raised by taxation for the current fiscal year of the Village, and the Village Clerk of the Village is hereby ordered and directed to file with the County Clerks of DuPage and Cook on or before the time required by law, a certified copy of this Ordinance.

SECTION 6: If any item, purpose, sentence or portion thereof of this ordinance be, for any reason, held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance, and any ordinance or parts of any ordinance in conflict herewith are hereby repealed.

SECTION 7: This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Adopted this 14th day of November, 2022 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by the Mayor of the Village of Burr Ridge the 14th day of November,
2022.

Mayor

ATTEST:

Deputy Village Clerk

ORDINANCE NO.**ORDINANCE ANNEXING CERTAIN REAL ESTATE
(10S370 Madison Street – Meier)**

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

Section 1: That this President and Board of Trustees find as follows:

- (a) A petition has been filed with the Village Clerk and presented in proper form to the President and Board of Trustees of the Village of Burr Ridge, requesting that the territory described in Section 2 of this Ordinance be annexed to the Village of Burr Ridge, DuPage and Cook Counties, Illinois.
- (b) Said petition was signed by all of the owners of record of such territory and by all electors who reside within said territory.
- (c) Such territory is not within the corporate limits of any municipality, but, is contiguous to the Village of Burr Ridge, DuPage and Cook Counties, Illinois, pursuant to 65 ILCS 5/7-1-8.
- (d) The Village of Burr Ridge, DuPage and Cook Counties, Illinois, does not provide either fire protection or public library services. These services are provided by Tri-State Fire Protection District and Indian Prairie Library District; and therefore, notice of the proposed annexation has been given to said Fire Protection District Trustees and Library District Trustees and officers thereof.
- (e) That there are streets or highways adjacent to or located within the territory which are under the jurisdiction of Downers Grove Township or its Department of Highways; and therefore notice of the proposed annexation has been given to said Township Department of Highways and Board of Township Trustees and the officers thereof.

Section 2: That the territory legally described on the attached **Exhibit A** is hereby annexed to the Village of Burr Ridge, DuPage and Cook Counties, Illinois, all in conformance with and as shown on a plat and map of annexation of said territory prepared by a registered land surveyor of the State of Illinois, attached hereto and made a part hereof as **Exhibit B**.

Section 3: That the Village Clerk is hereby and herewith instructed to record with the DuPage County Recorder, DuPage, Illinois, and to file with the County Clerk of DuPage County, Illinois:

- (a) a copy of this Ordinance certified as correct by the Clerk of said Village of Burr Ridge;
and
- (b) a plat of the land included in this annexation, as required by law, said plat to be attached to the aforesaid certified copy of this Ordinance as required by 65 ILCS 5/7-1-8; and
- (c) an affidavit of service of notice of the proposed annexation to the Tri-State Fire Protection District Trustees, the Indian Prairie Library District Trustees, the Downers Grove Township Trustees and Township Supervisor and the Downers Grove Department of Highways.

Section 4: That the Village Clerk is hereby and herewith instructed to report this annexation by certified or registered mail to the election authorities having jurisdiction in the territory and also to the post office branches serving the territory, within thirty (30) days of the adoption of this Ordinance.

Section 5: That this Ordinance shall be in full force and effect from and after its adoption and approval as required by law.

ADOPTED this 14th day of November, 2022, by a majority of the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by the President of the Village of Burr Ridge on the 14th day of November, 2022.

Village President

ATTEST:

Village Clerk

EXHIBIT A

10S370 MADISON STREET, BURR RIDGE, ILLINOIS

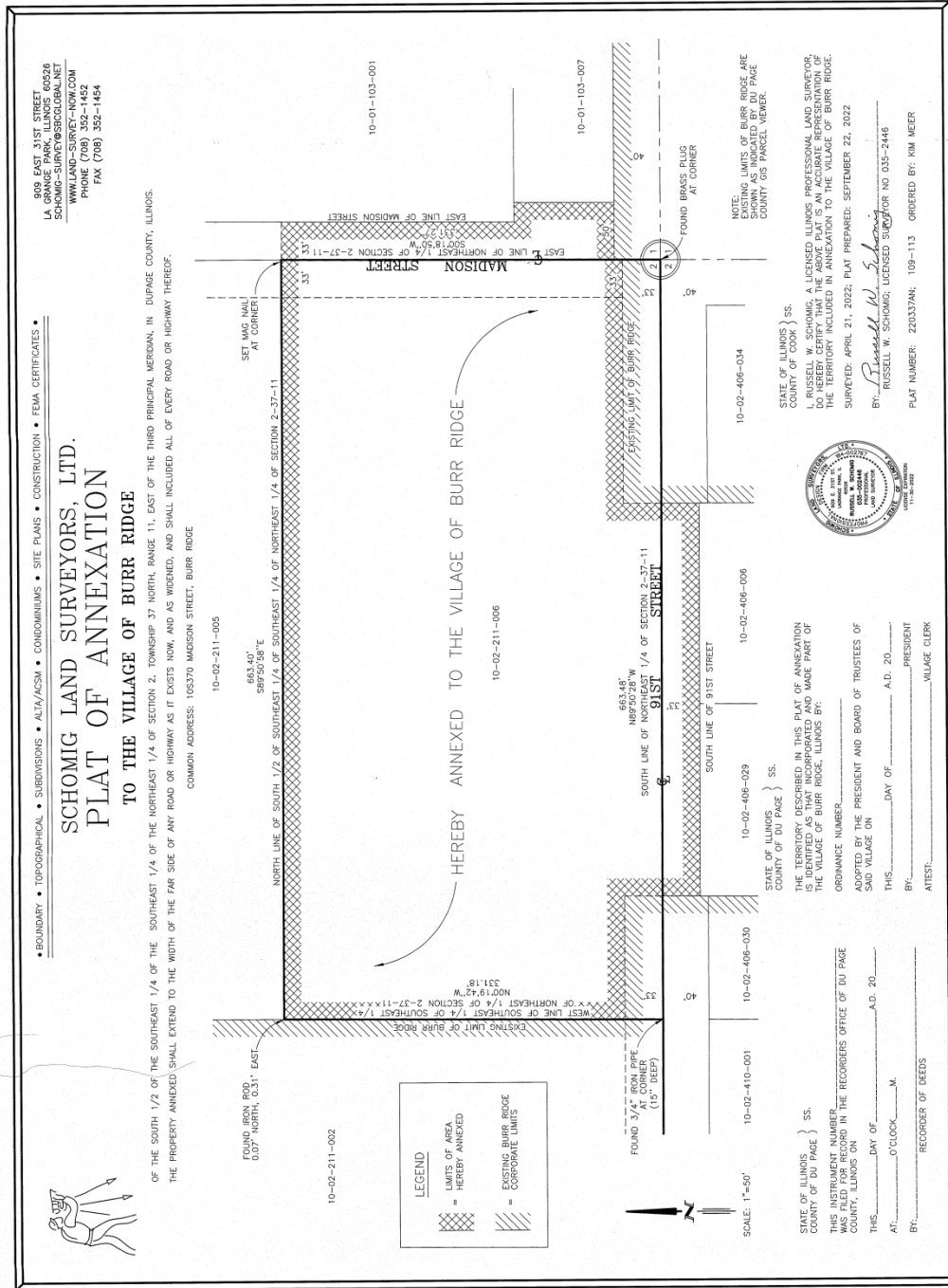
THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PIN: 10-02-211-006

PROPERTY ADDRESS: 10S370 Madison Street, Burr Ridge, Illinois 60527

EXHIBIT B

PLAT OF ANNEXATION



RESOLUTION NO. R-26-22

RESOLUTION REQUESTING CHANGES TO THE SAFE-T ACT

WHEREAS, the Village of Burr Ridge's first duty as a local government agency is to protect persons and property; and

WHEREAS, the Village's Police Department is nationally accredited by the Commission on Accreditation for Law Enforcement Agencies (CALEA), led by FBI National Academy graduates, and is staffed by upstanding and effective law enforcement professionals who fulfill the Village's first duty every day; and

WHEREAS, the Village has long been involved in collaborative efforts with councils of government, partner agencies, and other organizations to ensure that effective legislation is crafted which meets the expectations of residents of the Village; and

WHEREAS, the Village is supportive of the creation of or changes to State law which strengthens or clarifies the ability of law enforcement professionals to perform their duty to protect persons and property, ensure that accountability is present for accused and convicted perpetrators of criminal actions, as well as support the rights and needs of victims of criminal actions; and

WHEREAS, on January 22, 2021, the SAFE-T Act was signed into law by Governor JB Pritzker, which created many changes to critical aspects of the State's criminal justice system; and

WHEREAS, certain elements of the SAFE-T Act correspond with the Village's expectations that State law improve the ability of law enforcement professionals to effectively and transparently perform their sworn duty to protect persons and property, such as requiring body-worn cameras, use of force training, and mental health screening for law enforcement professionals; and

WHEREAS, several critical issues regarding public safety were created in the SAFE-T Act which significantly impede or remove the ability of law enforcement professionals to effectively perform their sworn duties and thus outweigh the effects of the positive reforms found in the law; and

WHEREAS, the SAFE-T Act abolishes cash bail effective January 1, 2023, and that pre-trial release for all defendants accused of criminal acts is to be determined based on risk to the public if released; and

WHEREAS, the SAFE-T Act does not effectively implement a cashless bail system, as alleged offenders are not eligible for detention regardless of the severity of the crime or a person's risk to a specific person or the community, unless prosecutors prove by clear and convincing evidence the person has a "high likelihood of willful flight to avoid prosecution", which severely limits and impairs judicial discretion; and

WHEREAS, accused offenders who are released on their own recognizance and choose to violate the terms of their release must be in violation for 48 hours before law enforcement can act; and

WHEREAS, the SAFE-T Act requires that a threat be made to a specific person for the alleged offender to be held prior to their trial, which is extremely unfeasible and unlikely for law enforcement professionals to prove, thus endangering the public; and

WHEREAS, the SAFE-T act only permits law enforcement professionals to issue citations to suspected offenders of Class B and C misdemeanors, such as criminal trespass, assault, disorderly conduct, etc. instead of arresting or detaining the suspect, unless they pose an “obvious threat” to the community; and

WHEREAS, the language regarding “obvious threat” is not sufficiently clear or defined, which does not provide law enforcement professionals with clear direction as to when it is permissible to remove those persons accused of criminal trespass from private property even upon request of the property’s lawful occupant or owner, arrest those persons suspected of assault, etc.; and

WHEREAS, the SAFE-T Act contains these and other elements which impede and remove the ability of law enforcement professionals to effectively provide the first duty of local government: to protect persons and property.

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

Section 2: That the Mayor and Board of Trustees hereby find that it is in the best interests of the Village of Burr Ridge to demand that the legislative issues recited in this Resolution be resolved by the State of Illinois prior to January 1, 2023.

Section 3: That the Mayor and Board of Trustees calls upon the Illinois General Assembly, Governor JB Pritzker, Attorney General Kwame Raoul, and other stakeholders in the lawmaking process to resolve these issues and support the good-faith proposals set forth by reputable groups such as the legislative working group of Illinois States Attorneys the Illinois Association of Chiefs of Police to create more effective criminal justice law.

Section 4: The State should implement New Jersey’s approach to bail reform, which allows judges to detain persons for any crime where prosecutors prove by clear and convincing evidence the defendant will not appear in court, the defendant poses a danger to any other person or the community or the defendant will obstruct or attempt to obstruct justice, or threaten, injure, intimidate, or attempt to threaten, injure, or intimidate a prospective witness or juror.

Section 5: The State should further revise the SAFE-T Act to empower law enforcement professionals to take whatever action is necessary to protect innocent persons and property when dealing with alleged Class B and C misdemeanors.

Section 5: This Resolution shall be in full force and effect upon its adoption and approval as required by law.

ADOPTED this 14th day of November, 2022, by a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 14th day of November, 2022, by the Mayor of the Village of Burr Ridge.

Mayor

ATTEST:

Village Clerk



8A

Bid Proposal for 510 T/C SMART POINTS AND TOUCH PADS

CUSTOMER	VILLAGE OF BURR RIDGE PUBLIC WORKS DEPARTMENT 451 COMMERCE STREET BURR RIDGE, IL 60521	Job 510 T/C SMART POINTS AND TOUCH PADS Bid Date: 10/14/2022 Bid #: 2583206
	Sales Representative Joseph Szerszen (M) 630-461-5399 (T) 630-665-1800 (F) 630-665-1887 Joe.Szerszen@coreandmain.com	Core & Main 3415 Ohio Avenue St. Charles, IL 60174 (T) 630-665-1800
CONTACT		
NOTES		



Bid Proposal for 510 T/C SMART POINTS AND TOUCH PADS

VILLAGE OF BURR RIDGE

Bid Date: 11/10/2022

Core & Main 2583206

Core & Main

3415 Ohio Avenue

St. Charles, IL 60174

Phone: 630-665-1800

Fax: 630-665-1887

Seq#	Qty	Description	Units	Price	Ext Price
		DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.			
10	650	510M S/POINT M2 TC SP HR & LD 5396353751201MI	EA	160.00	104,000.00
20	650	ILL 39A TOUCHPAD BLACK 5390720600811	EA	8.00	5,200.00
40					
50					
60		THANK YOU FOR THE OPPORTUNITY			
70		TO QUOTE YOUR PROJECT.			
80					
90		SINCERELY,			
100					
110		JOE SZERSZEN			
				Sub Total	109,200.00
				Tax	0.00
				Total	109,200.00

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

Software as a Service Agreement

between

**Village of Burr Ridge
("Customer")**

**and
Sensus USA Inc.
("Sensus")**

IN WITNESS WHEREOF, the parties have caused this Software as a Service ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 5 Years ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of 5 years ("Renewal Term"). The "Term" shall refer to both the Initial Term and the Renewal Term.

Sensus USA Inc.

Customer: Village of Burr Ridge

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Contents of this Agreement:

Agreement
Exhibit A Software
Exhibit B Technical Support

Agreement

1. General

- A. **Agreement Generally.** The scope of this Agreement includes usage terms for Sensus' hosted Software solution, technical support, and supporting terms and conditions for an advanced metering infrastructure solution that Customer will purchase from Sensus' authorized distributor. Customer is not paying Sensus directly for the services provided by Sensus under the Agreement; rather, Customer shall pay Sensus' authorized distributor pursuant to a separate agreement between Customer and such authorized distributor.

2. Software.

- A. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.
- B. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.

3. Spectrum

- A. **Spectrum Lease.** The parties previously entered into a spectrum manager lease on 11/1/2020 (the "Spectrum Lease"), which is hereby specifically incorporated by reference.

4. Equipment.

- A. **Purchase of Equipment.** Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: <https://www.sensus.com/tc>, or 1-800-METER-IT
- B. **THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**

5. Services.

- A. **Installation of Equipment.** Installation services for Field Devices, other goods, and RF Field Equipment will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement
- B. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
- C. **Project Management.** Sensus' authorized distributor will provide project management services to Customer. Any project management of the FlexNet System provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
- D. **Training.** Sensus' authorized distributor will provide Customer with training on the use of the FlexNet System. Any training provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
- E. **IT Systems Integration Services.** Except as may otherwise be provided herein, integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.

6. General Terms and Conditions.

- A. **Infringement Indemnity.** Sensus shall indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer in the United States by a third party which alleges that the FlexNet System provided hereunder infringes upon the patents or copyrights of such third party, provided that Sensus shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Sensus shall have no liability under this indemnity unless Customer cooperates with and assists Sensus in any such proceedings and gives Sensus written notice of any claim hereunder within fourteen (14) days of receiving it. Further, Sensus shall have no liability hereunder if such claim is related to: (i) any change, modification or alteration made to the FlexNet System by Customer or a third party, (ii) use of the FlexNet System in combination with any goods or services not provided by Sensus hereunder, (iii) Customer's failure to use the most recent version of the Software or to otherwise take any corrective action as reasonably directed by Sensus, (iv) compliance by Sensus with any designs, specifications or instructions provided by Customer or compliance by Sensus with an industry standard, or (v) any use of the FlexNet System other than for the Permitted Use. In the event the FlexNet System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Sensus, the FlexNet System is likely to become the subject of an infringement claim, Sensus, at its sole discretion and expense, may: (i) procure for Customer the right to continue using the FlexNet System or (ii) modify or replace the FlexNet System so that it becomes non-infringing. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SENSUS' ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.
- B. **Limitation of Liability.** Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of: (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for: (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
- C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and Spectrum Lease shall immediately cease.
- D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.
- E. **Intellectual Property Rights.**

- i. **Software and Materials.** No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "Sensus IP"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.
 - ii. **Customer Data.** Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "Customer Data" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or FlexNet System, such as network and equipment status information or the like.
 - iii. **Consent to Use of Customer Data.** Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment or software; or (4) for any other internal use. As used herein, "Service" means Sensus' obligations under this Agreement.
 - iv. **Access to Customer Data.** Within 45 days of Customer's written request, Sensus will provide Customer a copy of the previous 24 months CMEP interval file and deliver the file to a drop location specified by Customer.
- F. **Data Privacy.** Customer acknowledges that Sensus and its Affiliates (collectively, "Xylem") will collect and process personal data for the purposes outlined in this Agreement. Xylem's data privacy policy is available at <https://www.xylem.com/en-us/support/privacy/>. Customer acknowledges that it has read and understood Xylem's privacy policy and agrees to the use of personal data outlined therein. The collection and use of personal data by Customer is Customer's responsibility.
- G. **Confidentiality.** Except as may be required under applicable law, court order, or regulation, or to the extent required to perform and enforce this Agreement, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include: (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
- H. **Compliance with Laws.** Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action, or permit the taking of any action by a third party, which may render Sensus liable for a violation of applicable laws.
- i. **Export Control Laws.** Customer shall: (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.
 - ii. **Anti-Corruption Laws.** Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's country or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.
- I. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.
- J. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
- K. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
- L. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be resolved by mediation between the Parties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
- M. **Acknowledgement of Events.** The parties acknowledge and agree that the global COVID-19 pandemic ("COVID-19") is ongoing, dynamic, unpredictable, and as such may impact the ability of Sensus to meet its obligations under this Agreement. The parties agree that, for so long as there is an impact of COVID-19 on Sensus' performance, all performance efforts by Sensus will be on a reasonable efforts basis only and Sensus shall not be responsible for failure to meet its obligations, to the extent that it is precluded from doing so as a result of COVID-19. The parties shall work, in good faith, to make any reasonable adjustments that may be required as a result of COVID-19.
- N. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
- O. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
- P. **Four Corners.** This written Agreement, including all of its exhibits and the Spectrum Lease, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.

Q. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.

7. **Definitions. As used in this Agreement, the following terms shall have the following meanings:**

- A. **"Affiliate"** of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
- B. **"Confidential Information"** means any and all non-public information of either party, including all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, FlexNet System performance, FlexNet System architecture and design, FlexNet System software, other business and financial information of either party, and all trade secrets of either party.
- C. **"End User"** means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
- D. **"Field Devices"** means the SmartPoint Modules.
- E. **"FlexNet Base Station"** identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an R100 unit) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
- F. **"FlexNet System"** is comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, Spectrum Lease, and other equipment provided to Customer hereunder. The FlexNet System only includes the foregoing, as provided by Sensus. The FlexNet System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
- G. **"Force Majeure"** means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
- H. **"Hosted Software"** means those items listed as an Application in Exhibit A.
- I. **"In/Out Costs"** means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
- J. **"Intellectual Property"** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- K. **"LCM"** identifies the load control modules.
- L. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.
- M. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
- N. **"Permitted Use"** means only for reading and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third devices not provided by Sensus or reading Field Devices outside the Service Territory.
- O. **"R100 Unit"** identifies the Sensus standalone, mounted transceiver that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station or directly to the RNI by TCP/IP backhaul communication, as the case may be.
- P. **"Release"** means both Updates and Upgrades.
- Q. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- R. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, R100 units (if any) and Remote Transceivers (if any).
- S. **"RNI"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- T. **"RNI Software"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- U. **"Service Territory"** identifies the geographic area where Customer utilizes Sensus equipment to provide services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC.
- V. **"Server Hardware"** means the RNI hardware.
- W. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that communicate with the relevant devices and transmit those communications by radio frequency to the relevant piece of RF Field Equipment.
- X. **"Software"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.
- Y. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
- Z. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- AA. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A Software

Software as a Service

1. Description of Services.

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both: (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments to Sensus' authorized distributor for such application of Software as a Service.

A. Software as a Service Generally.

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, data center, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- Regional Network Interface (RNI) Software
- Sensus Analytics
 - Enhanced Package

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment. Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

B. Use of Software as a Service.

Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use, and ends upon the earlier of: (i) the expiration or termination of the Agreement; (ii) breach by Customer of this exhibit or the Agreement; or (iii) Customer's termination of Software as a Service as set forth in paragraph (C) below.

C. Termination of an Application.

Customer shall have the option at any time before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that: (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees due in the current calendar year plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual Software as a Service fee due in the current calendar year; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. Software as a Service means only the following services:

- i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
- ii. Sensus will provide production and disaster recovery environments for Application.
- iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.
- iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
 - (a) Network addresses and virtual private networks (VPN)
 - (b) Standard time source (NTP or GPS)
 - (c) Security access points
 - (d) Respond to relevant alarms and notifications
- v. Capacity and performance management. Sensus will:
 - (a) Monitor capacity and performance of the Application server and software applications 24x7x365 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backspool, logs, message broker storage, etc.)
 - (b) If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
 - (c) Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
 - (d) Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
 - (e) Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
- vi. Database management. Sensus will:
 - (a) Implement the data retention plan and policy, and will provide the policy upon request.
 - (b) Monitor space and capacity requirements.
 - (c) Respond to database alarms and notifications.
 - (d) Install database software upgrades and patches.
 - (e) Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.
- vii. Incident and Problem Management. Sensus will:
 - (a) Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
 - (b) Respond to incidents and problems that may occur to the Application(s).
 - (c) Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
 - (d) Correlate incidents and problems where applicable.

- (e) Sensus personnel will use the self-service portal to document and track incidents.
- (f) In the event that Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
- (g) Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
- (h) Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.
- viii. Security Management. Sensus will:
 - (a) Monitor the physical and cyber security of the server and Application(s) 24x7x365 to ensure system is highly secure in accordance with NIST Security Standards.
 - (b) Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
 - (c) Conduct period penetration testing of the network and data center facilities.
 - (d) Conduct monthly vulnerability scanning by both internal staff and external vendors.
 - (e) Perform anti-virus and Malware patch management on all systems.
 - (f) Install updates to virus protection software and related files (including virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
 - (g) Respond to any potential threat found on the system and work to eliminate any virus or malware found.
 - (h) Adhere to and submit certification to NERC/CIP Cyber Security standards.
 - (i) Monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus security team.
 - (j) Provide secure web portal access (SSL) to the Application(s).
- ix. Backup and Disaster Recovery Management. Sensus will:
 - (a) Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
 - (b) Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
 - (c) Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
 - (d) Replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
 - (e) Provide disaster recovery environment and perform fail-over to Disaster Recovery environment within forty-eight (48) hours of declared event.
 - (f) Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
 - (g) Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
 - (h) In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
 - (i) The Application shall have a RTO of forty-eight (48) hours.
 - (j) The RPO shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
 - (k) Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.

E. Customer Responsibilities:

- i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
- ii. Participate in all required configuration and change management procedures.
- iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
- iv. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.
- v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
- vi. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.
- vii. Responsible for local area network configuration, management, and support.
- viii. Identify and research problems with meter reads and meter read performance.
- ix. Create and manage user accounts.
- x. Customize application configurations.
- xi. Support application users.
- xii. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).
- xiii. Respond to alarms and notifications.
- xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.

F. Software as a Service does not include any of the following services:

- i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
- ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

2. Further Agreements

A. System Uptime Rate.

- i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month}}{\text{TMO}}$$

TMO

ii. Calculations

- a. **Targeted Minutes of Operation** or **TMO** means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the Month.
- b. **Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
- c. **Non-Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).

iii. Exceptions. Exceptions mean the following events:

- Force Majeure
 - Emergency Work, as defined below; and
 - Lack of Internet Availability, as described below.
- a. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("Emergency Work"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "Managed Systems"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
 - b. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.

iv. **System Availability.** For each month that the System Uptime Rates for the production RNI falls below 99.0%, Sensus will issue Customer the following Service Level Credits:

System Uptime Rate per calendar month	Service Level Credit
Less than 99.0% but at least 97.5%	5% of the monthly RNI SaaS Fees in which the service level default occurred (Note: SaaS fees are pre-paid annually and for purposes of SLA Credits are computed on a monthly basis.)
Less than 97.5% but at least 95.0%	10% of the monthly RNI SaaS Fees in which the service level default occurred
Less than 95.0%	20% of the monthly RNI SaaS Fees in which the service level default occurred

Service Level Credits for any single month shall not exceed 20% of the RNI SaaS Fee associated with the month in which the service level default occurred. Sensus records and data will be the sole basis for all Service Level Credit calculations and determinations, provided that such records and data must be made available to Customer for review and agreement by Customer. To receive a Service Level Credit, Customer must issue a written request no later than ten (10) days after the Service Level Credit has accrued. Sensus will apply each valid Service Level Credit to the Customer's invoice within 2 billing cycles after Sensus' receipt of Customer's request and confirmation of the failure to meet the applicable Service Level Credit. Service Level Credits will not be payable for failures to meet the System Uptime Rate caused by any Exceptions. No Service Level Credit will apply if Customer is not current in its undisputed payment obligations under the Agreement. Service Level Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. Sensus shall not refund an unused Service Level Credits or pay cash to Customer for any unused Service Level Credits. Any unused Service Level Credits at the time the Agreement terminates will be forever forfeited. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS' FAILURE TO MEET THE SYSTEM UPTIME REQUIREMENT OR ANY DEFECTIVE SAAS PERFORMANCE. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED 20% OF THE ANNUAL RNI SAAS FEE.

B. **Data Center Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:

- i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
- ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
- iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
- iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
- v. Dry pipe pre-action fire detection and suppression systems are provided.
- vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.

C. **Responsibilities of Customer.**

- i. Customer shall promptly pay all Software as a Service fees.
- ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).
- iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by

Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.

- iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.
- v. Customer shall be responsible for the day-to-day operations of the Application(s) and FlexNet System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

D. Software Solution Components.

- i. **Description of Software Solutions.** Sensus software consists of a core communication module and a set of applications. Some applications are required to perform basic solution capabilities, other applications are optional and add additional capabilities and function to the overall solution. As Customer's business process expands and/or new Sensus offerings are made available, additional applications and functionality can dynamically be added to the solution, provided Customer purchases such additional applications.
- ii. **Regional Network Interface.** The Regional Network Interface (RNI) or Sensus head-end is the centralized intelligence of the FlexNet network; the RNI's primary objective is to transfer endpoint (such as meters) data to the Customer and the advanced feature applications. The RNI is adaptable to Customer configurations by simultaneously supporting a wide range of FlexNet enabled endpoints; including but not limited to meters (electric, water, gas), street lighting, and Home Area Network devices.
 - a. Core Package
 - (i) Communication
 - 1. Manages all inbound and outbound traffic to and from endpoints
 - 2. Outbound routing optimization
 - 3. Route analyzer
 - 4. AES256 bit encryption of radio messages
 - 5. Reports and metric details of network performance and troubleshooting aids
 - 6. Management of RF equipment (base stations and endpoint radios)
 - (ii) Data Collection
 - 1. Missing read management
 - 2. Management of duplicate reads
 - 3. 60 day temporary storage
 - (iii) Application integration
 - 1. To Sensus Analytics applications
 - 2. Enable 3rd party application integration
 - 3. Batch CMEP file export
 - 4. Real-time access through MultiSpeak
 - (iv) Endpoint Management
 - 1. Gas, water, electric, lighting concurrent support
 - 2. Remote configuration
 - 3. Remote firmware updates
 - 4. Reports, metrics and Troubleshooting
 - (v) User Management
 - 1. Secure access
 - 2. Password management
 - 3. Definable user roles
 - 4. User permissions to manage access to capabilities
 - b. Integration of RNI. Sensus shall provide RNI integration support services to Customer only to the extent specifically provided below:
 - (i) Sensus shall meet with the representative from the Customer's system(s) targeted for integration to determine which integration method is appropriate (e.g., Multispeak, CMEP, etc.).
 - 1. In scope and included integration efforts: Provide the gateway URLs to the integrating system as needed, provide Customer with standard integration API documentation, validate and test that the correct Customer information is flowing into and/or out of the RNI.
 - 2. Out of scope and subject to additional charges: Modifications or extensions to the standard API provided by Sensus and any integration efforts not outlined above as in scope and included.
 - (ii) Customer Responsibilities:
 - 1. Provide Sensus with information about the relevant information Customer wishes to transfer and integrate with the RNI.
 - 2. Establish the network and security required for the two systems to reasonably communicate.
 - 3. Verify integration to third party system functionality is working as intended.
 - (iii) If an item is not listed in subparagraph (i) above, such item is excluded from the integration of Sensus RNI Support and is subject to additional pricing.

3. Sensus Analytics

Sensus Analytics is a cloud-based solution and data platform that allows storage and retrieval of raw reads and data from other sources for analysis, exportation, and inquiry or reporting. The platform provides applications and reporting capabilities.

A. Essential Package. The Essential Package of the Sensus Analytics Application shall consist of the following modules:

- i. Device Access
 - a. Allows search for meter details by using data imported from the billing system or the Sensus Device ID or AMI ID.
 - b. Allows a view of the meter interval or register reads.
 - c. Meter data is available to be copied, printed, or saved to certain user programs or file formats, specifically CSV, PDF, and Spreadsheet.
 - d. Allows the current and historical data to be viewed.
 - e. Allows the current usage to be compared to historical distribution averages.
 - f. Allows the user to see the meter location on a map view.
 - g. Allows notifications for an event on a single meter to be forwarded to a Customer employee.
 - h. Allows details to be viewed about a meter – (dependent on the data integrated from other systems).
- ii. Meter Insight (provides the following)
 - a. # of active meters.
 - b. # of orphaned meters with drill down to the list of meters.
 - c. # of inactive meters with usage drill down to the list of meters.
 - d. # of stale meters with drill down to the list of meters.
 - e. # of almost stale meters with drill down to the list of meters.
 - f. # of meters where no read is available with drill down to the list of meters.
 - g. # of meters with maximum threshold exceptions with drill down to the list of meters.
 - h. # of meters with minimum threshold exceptions with drill down to the list of meters.
 - i. # of unknown radios with drill down to the list of meters.
- iii. Report Access
 - a. Allows the user to see meter alarms and choose a report from a list of standard reports.
 - b. Master Route Register Reads: Shows the latest reads for all meters within specified time window.
 - c. Meter Route Intervals Reads: Allows users to inspect intervals of a single meter over a period of time.
 - d. Master Route No Readings: List all meters that are active in the system, but have not been sending reads within the specified time window.
 - e. Consumption Report: List meters' consumption based on meter readings within the specified time window.
 - f. Zero Consumption for Period: List meters whose readings do not change over a period of time.
 - g. Negative Consumption: Shows the number of occurrences and readings of negative consumption for the last 24hr, 48hr and 72hr from the entered roll up date.
 - h. High Low Exception Report: Displays meters whose reads exceed minimum or/and maximum threshold, within a time range.
 - i. Consumption vs Previous Reported Read: Compares latest reading (from RNI) with last known read received from CIS.
 - j. Consumption Exception 24 hour Report: This report shows meters that satisfy these two conditions: (1) The daily average consumptions exceed entered daily consumption threshold; (2) The number of days when daily thresholds are exceeded are greater than the entered exception per day threshold.
 - k. Endpoint Details: Shows the current state of meters that are created within the specified time range.
 - l. Orphaned Meters: List meters that are marked as 'orphaned', which are created as of entered Created as of parameter.
 - m. Billing Request Mismatch: Displays meters in a billing request that have different AMR id with the ones sent by RNI. It also shows AMR id in billing request that have different meter id in the RNI. Users must enter which billing request file prior to running the report.
 - n. All Alarms Report: List all alarms occurred during a time window. Users can select which alarm to show.
- iv. Billing Access
 - a. Initiate the creation of billing export files formatted to the import needs of the billing system.
 - b. Receive billing request files from the billing system to identify what meters to include in the billing export file in the case where billing request file option is used.
 - c. Provides a repository of past billing files that were either used for billing preparation or actually sent to the billing system.
 - d. Will store created billing files for a period of three years unless otherwise denoted.
 - e. The system will allow creation of test files before export to the billing system.
- v. Billing Adaptor
 - a. The underlying configurator and tools mapping the extraction of billing data to enable integration to the utility's billing system.
- vi. Data Store
 - a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.
 - b. Stored data is available online for reports and analysis.
 - c. Data will be retained for 3 years. Additional duration can be purchased.

B. Enhanced Package. The Enhanced Package shall consist of the modules listed above in the Essential Package, as well as the following additional modules:

- i. Alarm Insight
 - a. Allows the user to summarize and filter alarms by a date range.
 - b. Allows the user to review all alarm types on a single screen.
 - c. The user can filter out the alarms not wanted on the screen.
 - d. Alarm totals can be visualized.
 - e. Adds a view of trending alarms over time.
 - f. Click to drill down on an alarm to gain more information on specific events.
 - g. Click to analyze a specific event on a particular device.
- ii. Alert Manager
 - a. Allows creation of alert groups who will be notified when an alarm occurs.
 - b. Users can manage alert groups by adding and removing group members.
 - c. Allows selection of notification method for how end users in the group will be notified; email or SMS (text message).

- d. Allows creation of an alert from the available system events from smart points and assign to a group.
- e. Monitors the systems meters for events. When an event is triggered, all users in the group will be notified.

C. Integration of Sensus Analytics. Sensus shall provide integration support services to Customer only to the extent specifically provided below:

- i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back office system to the Sensus Analytics modules. The VFlex shall contain the following types of information: Device ids, end users in the system, end user status, end user account information, end user name, and other end user details. This flat file may be delimited or fixed width. Customer shall produce this file and transmit it to the FTP location designated by Sensus. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.
- ii. In scope and included integration efforts: kick-off meeting to engage all required parties, mapping the Customer's fields to the VFlex specification, validation of expected output, and a two (2) hour system review of Sensus Analytics application and integration with the Customer's system (conducted remotely).
- iii. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.
- iv. Sensus' integration services consist of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.
- v. **If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.**
- vi. **Data Import.** The Sensus Analytics Application contains adapters for the import of data from; (a) Customer's FlexNet System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.
- vii. **Customer Acknowledgements.**
 - a. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.
 - b. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.
 - c. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting, and indemnifies Sensus for any claims resulting therefrom.
 - d. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.
 - e. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.

4. Third Party Software.

A. RedHat Linux. If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	http://www.redhat.com/licenses/rhel_rha_eula.html
JBoss Enterprise Middleware	http://www.redhat.com/licenses/jboss_eula.html

Exhibit B Technical Support

1. Introduction

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. Support Categories

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AML, RF Network Equipment, Metering Products, Sensus Lighting Control, and Demand Response Management System (FlexNet Home).
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. Support Hours

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00 a.m. EST to 8:00 p.m. EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. Support Procedures

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Salesforce ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state based on where the call originated. The Customer Service Associate or Technical Support Engineer will require a brief description of the problem symptoms, or error messages depending on nature of the incident. The nature of the problem and severity levels will be mutually agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into Salesforce for ticket creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

A. Severity Levels Description:

Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM). Not able to generate billing files.

Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3 The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-served basis. A 1st level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
 - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
 - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
 - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Salesforce system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. Response and Resolution Targets.

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction (24 hours).	<ul style="list-style-type: none"> Satisfactory workaround is provided. Program patch is provided. Fix incorporated into future release. Fix or workaround incorporated into Salesforce Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur (48 hours).	<ul style="list-style-type: none"> Satisfactory workaround is provided. Program patch is provided. Fix incorporated into future release. Fix or workaround incorporated into Salesforce Knowledge Base.
3	1 Business Day	30 business days	<ul style="list-style-type: none"> Answer to question is provided. Satisfactory workaround is provided. Fix or workaround incorporated into Salesforce Knowledge Base. Fix incorporated into future release.

6. **Problem Escalation Process.**

- 6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.
- 6.1.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.
- 6.1.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Salesforce ticket number and the reason why the issue is being escalated.
- 6.1.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Salesforce ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. **General Support Provisions and Exclusions.**

- 7.1. Sensus provides online documentation for Sensus products, and all Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the product documentation.
- 7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific contract or statement of work. For example: specialized systems integration services or out of warranty network equipment repair.



November 14, 2022

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

Re: Z-13-2022/S-01-2022: Zoning Ordinance Amendments (Village of Burr Ridge); Text Amendment and Findings of Fact

Dear Mayor and Board of Trustees:

The Plan Commission transmits its recommendation to approve a text amendment to section 55.09.E of the Sign Ordinance to amend the Temporary Sign provisions regarding “Right-of-Way” signs. The Board of Trustees directed the Plan Commission to hold a public hearing on the potential text amendment on June 28, 2021. After due notice as required by law, the Plan Commission held three public hearings on May 16, August 1, and September 19, 2022. The petition was continued in June and July without discussion. At the public hearings, one member of the public spoke expressing concerns about the elimination of certain types of temporary right of ways signs advertising garage sales and similar activities.

The Plan Commission determined that the text amendment was compatible with other standards and uses in the Zoning Ordinance and fulfilled the intent of the Zoning Ordinance. The Commission amended the section to permit temporary event signs allowed within a certain area of the right-of-way and within a prescribed time frame. Under the proposed regulations, a sign advertising an event such as a garage sale or hydrant flushing would be permitted a week prior to the event and must be removed the day following the event and could be 10 ft. from the pavement edge.

After the Plan Commission meeting, it was noted that #7 of the proposed language was not included in the draft language which was approved. This section had been unintentionally deleted from the draft. Staff informally polled the Commissioners to see if they had intended to remove that provision. The Commissioners unanimously agreed that they did not intend to remove that provision and to recommend to the Board that it be included. The draft language following this letter re-inserts #7.

Based on the above considerations and the submitted findings of fact, the Plan Commission unanimously voted to ***recommend that the Board of Trustees approve*** a text amendment to section 55.09.E of the Sign Ordinance to amend the provisions related to right-of-way signs.

Sincerely,

Greg Trzupek, Chairman
Plan Commission/Zoning Board of Appeals

55.09 Temporary Signs

The following signs shall be permitted anywhere within the Village and shall not require a permit. . Temporary signs may only be erected on private property by or with the express consent of the property owner. (amended by A-923-04-17)

- A. **Construction Work or Activity:** Not more than two (2) signs regarding construction work or activity on the property with a total combined surface area not to exceed thirty-two (32) square feet and a maximum height, to the top of each sign, of eight (8) feet. Not more than one (1) such sign, with an identical message to another, shall be permitted. The signs shall be confined to the site of construction, may be erected after a complete building permit application is submitted, and shall be removed within seven (7) days after the issuance of an occupancy permit. (amended by A-923-04-17)
- B. **Property Sale, Lease, or Rental:** Signs regarding the sale, lease, or rental of property, not exceeding a total area of twelve (12) square feet and a maximum height, to the top of each sign, of five (5) feet advertising the sale, rental or lease of all, or part, of the premises on which the signs are displayed. One such sign is permitted for each lot or parcel and such signs shall be removed within seven (7) days after the sale is closed or the lease is signed. (amended by A-923-04-17)
- C. **Non-Commercial:** Non-commercial signs, as defined herein, not exceeding sixteen (16) square feet in area for each sign. Not more than one (1) such sign, with an identical message to another, shall be permitted. Maximum height, to the top of such signs, shall be five (5) feet. Signs shall be removed within thirty (30) days after the conclusion of the event to which they pertain, if any, except as otherwise authorized or required by state and federal law. In no case may a temporary non-commercial sign be displayed for longer than one (1) year, except as otherwise authorized by state or federal law. Temporary non-commercial signs that do not meet the temporal requirements of this subsection shall require a permit. (amended by A-923-04-17)
- D. **Development of Property:** Signs regarding property development not exceeding one hundred (100) square feet in area. Maximum height to the top of such signs shall be twenty (20) feet. One such sign shall be permitted for each thoroughfare or highway frontage of the development. Such signs may be erected upon approval of a preliminary plat of subdivision or upon submission of a building permit application and shall be removed within seven (7) days after the last lot or unit is sold. (amended by A-923-04-17)
- E. **Temporary Event Signs:** Signs not described above may be placed on private property or within the public right-of-way under the following conditions:
 - 1. Signs shall be located no closer than 10 feet from the road pavement edge or curb.
 - 2. Signs shall be a maximum of three (3) feet in height and a maximum of four (4) feet per face.
 - 3. Signs shall be in place only for seven consecutive days prior to the event occurring and removed within one day following conclusion of the event.
 - 4. That the written consent of the homeowner be obtained prior to installing signs in the public right-of-way adjoining the front, side or rear of any residential property.
 - 5. Signs must be free standing, not attached to any utility pole, light poles, fence, or structure nor any traffic control sign.
 - 6. No sign shall be placed within any portion of a twenty-five (25) foot sight triangle at the intersection of two streets. The sight triangle is determined by extending the curb or edge of pavement lines to a point of intersection; then measuring back along these extended curb or edge of pavement lines for a distance of twenty-five (25) feet to two points. A line drawn connecting the above determined points completes a triangle.
 - 7. No attention or attracting devices such as pennants, streamers, balloons, inflatable shapes, banners, flashing lights or other illumination shall be attached to a sign or placed in the public right-of-way.
 - 8. That only one sign be permitted within 150 feet of an intersection which relates to the same topic and that the next closest sign be no closer than 150 feet. Additionally, there shall be only one sign of the same topic placed in front of a single lot.
 - 9. Each sign must have attached an adhesive label or other means to identify the name, address and telephone number of the person responsible for the placement and removal of each sign.
 - 10. That a fine in the amount of \$75.00 per sign will be charged to the person, company, or other party whose name or interest is on the sign, if the sign is in violation of any of the above restrictions. Notice of each violation shall be in writing.
 - 11. That signs which are removed will be kept by the Village for a period of no more than three (3) weeks. In order to retrieve the signs, the fine must be paid within the three-week period of time, otherwise they will be discarded.
 - 12. Any noncomplying sign shall be removed.



Z-13-2022/S-01-2022: Request to consider text amendments to the Sign Ordinance regarding sign placement in public rights of way.

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

Prepared by: Janine Farrell, Community Development Director

Date of Hearing: May 16, June 20 (continued), July 18, August 1, and September 19, 2022

On June 28, 2021 the Board directed the Plan Commission to consider amendments to the Sign Ordinance related to the placement of signs in public rights of way within the Village. Amendments to the Sign Ordinance do not require a public hearing, and while the Sign Ordinance is technically part of the Municipal Code (Chapter 55), amendments to the Sign Ordinance have always been initially considered by the Plan Commission.

Section 55.09.E of the Sign Ordinance lists “Right-of-Way” signs as Temporary Signs; they do not require permission to be placed so long as they comply with the following conditions:

1. Signs must be a maximum of 3 feet in height and 4 feet per face.
2. Signs may be placed on Saturdays and Sundays only between the hours of 9:00 a.m. and 6:00 p.m.
3. That the written consent of the homeowner be obtained prior to installing signs in the public right-of-way adjoining the front, side or rear of any residential property.
4. Signs must be free standing, not attached to any utility pole or structure nor any traffic control sign and placed at least 3 feet from the curb or edge of pavement.
5. No sign shall be placed within any portion of a twenty-five (25) foot sight triangle at the intersection of two streets. The sight triangle is determined by extending the curb or edge of pavement lines to a point of intersection; then measuring back along these extended curb or edge of pavement lines for a distance of twenty-five (25) feet to two points. A line drawn connecting the above determined points completes a triangle.
6. That only one sign be permitted within 150 feet of an intersection which relates to the same topic and that the next closest sign be no closer than 150 feet. Additionally, there shall be only one sign of the same topic placed in front of a single lot.
7. No attention or attracting devices such as pennants, streamers, balloons, inflatable shapes, banners, flashing lights or other illumination shall be attached to a sign or placed in the public right-of-way.
8. Each sign must have attached an adhesive label or other means to identify the name, address and telephone number of the person responsible for the placement and removal of each sign.
9. That signs which are removed will be kept by the Village for a period of no more than three (3) weeks. In order to retrieve the signs, the fine must be paid within the three-week period of time, otherwise they will be discarded.

10. Any noncomplying sign shall be removed.

“Right-of-Way” is defined in Section 12 of the Municipal Code as follows:

“Any street, alley, other land or waterway, dedicated or commonly used for roadway or utility purposes, including utility easements in which the Village has the right and authority to authorize, regulate, or permit the location of facilities other than those of the Village. “Right-of-way” shall not include any real or personal Village property that is not specifically described above and shall not include Village buildings, fixtures, and other structures or improvements, regardless of whether they are situated in the right-of-way.”

A “Temporary Sign” is defined in Section 55.02 of the Sign Ordinance as *“Any sign constructed in accordance with the provisions of this Ordinance for a period not to exceed thirty (30) days, or as otherwise defined and permitted in Sec. 55.09 hereof.”*

Staff has encountered several limitations to this approach to regulating the proliferation of signs in rights-of-way, including:

1. The location of rights-of-way is not readily apparent to the average person or to Code Enforcement staff in the field.
2. The Village is not made aware of the homeowner’s “written consent” as stipulated in #3 of section 55.09.E. Keeping records of this written consent could also become burdensome to Village staff.
3. There exists a complicated procedure within Section 55 for enforcing fines against non-complying right-of-way signs, one which was established prior to the Village’s administrative adjudication program in 2021, as follows:
 - a. That a fine in the amount of \$50.00 will be charged to the person whose name is on the sign, if the sign is in violation of any of the above restrictions. If no names are found on the sign, the party or entity identified on the sign will be assessed the fine. Notice of each violation shall be in writing. Any person, firm or corporation charged with said violation may be issued a citation or “P” ticket. Violators issued such notices may request a hearing in the Circuit Court of DuPage County within 10 days of the date of the original violation or may settle and compromise the claim by paying to the Village the respective amounts set forth in the following schedule and within the times set forth in the following schedule: (Amended by A-923-07-02)
 - i. Payment of \$50.00 for each violation within 10 days of the date of the original violation.
 - ii. A FINAL NOTICE, which stipulates the date on which collection of the \$50.00 penalty shall be turned over to a collection agency approved by the Village for collection will be issued after 10 days.
 - iii. In the event that said payment is made after the FINAL NOTICE and prior to the collection agency taking any action to collect the penalty, \$100.00 shall be accepted as settlement.
 - iv. If the person accused of the violation does not settle the claim or request a hearing in the Circuit Court of DuPage County, he/she must request of the Chief of Police within 10 days of the date of the notice of violation that an administrative hearing be held. Upon receipt of a hearing request, the Chief

of Police of the Village, or the designee of the Chief of Police, shall conduct the hearing. The person requesting a hearing shall be notified of the time, date and place of the administrative hearing. After the person accused of a violation has had an opportunity to present his or her testimony, the Chief of Police or the designee of the Chief of Police shall advise the person of his/her findings. If the Chief of Police or the designee of the Chief of Police determines that the violation notice was valid and that an ordinance violation occurred, the \$50.00 penalty shall be due and payable within 10 days. If the offender fails to pay the fine, the claim may be turned over to a collection agency as set forth in paragraphs 2 and 3 above.

- v. In the event that actions taken by the collection agency fail to result in payment of the penalty due, a FINAL NOTICE, which stipulates the date on which filing of a complaint with the Clerk of the Circuit Court of DuPage County will be commenced, will be issued. Payment of any fine and costs shall be in such amounts as may be determined and established by the Court.

Besides using an out-of-date enforcement method, assumption of responsibilities for sign placement is often challenging to establish, as an owner of a sign is sometimes not readily apparent, therefore making it difficult to establish who specifically to begin enforcement proceedings against.

This petition was first heard on May 16, 2022. While some Commissioners supported the text amendment to eliminate right-of-way signs, others wanted to allow certain right-of-way signs on a restricted basis. While signs cannot be regulated based upon content or message, certain types of signs which advertise a limited time event were supported. At this time, staff does not recommend implementing a permit process for temporary right-of-way signs due to the time involved in the processing, monitoring, and enforcement aspects. Based upon the recommendations from the previous meetings, staff included draft language in Exhibit B to amend the Sign Ordinance and right-of-way sign regulations. The draft language removes the terminology “right-of-way,” thereby allowing temporary signs within a certain distance of the roadway on private property. The complex enforcement procedures, limitation on days of the week for posting, and other regulations have also been eliminated.

Findings of Fact and Recommendation

The findings of fact for a text amendment are limited to assessing whether the amendment is compatible with other standards of the Zoning Ordinance and if it fulfills the purpose and intent of the Zoning Ordinance, or in this case, the Sign Ordinance. Findings of Fact has been included as an attachment.

Appendix

Exhibit A – Petitioner’s Materials

Exhibit B – Draft Language, Sign Ordinance Section 55.09.E



VILLAGE OF BURR RIDGE

PETITION FOR PUBLIC HEARING PLAN COMMISSION/ZONING BOARD OF APPEALS

GENERAL INFORMATION (to be completed by Petitioner)

PETITIONER (All correspondence will be directed to the Petitioner): Janine Farrell, Community Development Director
Village of Burr Ridge

STATUS OF PETITIONER: Village of Burr Ridge/municipality

PETITIONER'S ADDRESS: 7660 S. County Line Road, Burr Ridge, IL 60527

ADDRESS OF SUBJECT PROPERTY: N/A

PHONE: (630) 654-8181 x. 6100

EMAIL: jfarrell@burr-ridge.gov

PROPERTY OWNER: N/A

PROPERTY OWNER'S ADDRESS: N/A PHONE: N/A

PUBLIC HEARING REQUESTED: ☐ Special Use ☐ Rezoning ☒ Text Amendment ☐ Variation(s)

DESCRIPTION OF REQUEST:

Request to modify section 55.09.E of the Sign Ordinance to clarify regulations pertaining to right-of-way signs.

PROPERTY INFORMATION (to be completed by Village staff)

PROPERTY ACREAGE/SQ FOOTAGE: N/A EXISTING ZONING: N/A

EXISTING USE/IMPROVEMENTS: N/A

SUBDIVISION: N/A

PIN(S) #: N/A

The above information and the attached Plat of Survey are true and accurate to the best of my knowledge. I understand the information contained in this petition will be used in preparation of a legal notice for public hearing. I acknowledge that I will be held responsible for any costs made necessary by an error in this petition.

Janine Farrell
Petitioner's Signature

3/22/2022
Date of Filing



**FINDINGS OF FACT
FOR AN AMENDMENT TO THE
VILLAGE OF BURR RIDGE ZONING ORDINANCE**

Section XIII.J of the Village of Burr Ridge Zoning Ordinance requires that the Plan Commission determine compliance with the following findings in order to recommend a text amendment to the Zoning Ordinance. The petitioner must respond to and confirm each of the following findings by indicating the facts supporting such findings.

- a. The amendment is compatible with other standards and uses of the Zoning Ordinance;

Section 55.09.E of the Sign Ordinance lists "Right-of-Way" signs as Temporary Signs. Temporary signs do not require permission to be placed so long as they comply with several conditions. The conditions are difficult to quantify or verify and enforcement proceedings against signs violating the provisions is complicated. Clarifying the language will provide for better enforcement of the regulations.

- b. The amendment fulfills the purpose and intent of the Zoning Ordinance;

Section 55.09.E of the Sign Ordinance already codifies the provisions for right-of-way signs. Simplifying and clarifying the regulations pertaining to location, owner consent, and enforcement of fines will better serve the community.

(Please transcribe or attach additional pages as necessary)

EXHIBIT B

55.09 Temporary Signs

The following signs shall be permitted anywhere within the Village and shall not require a permit. . Temporary signs may only be erected on private property by or with the express consent of the property owner. (amended by A-923-04-17)

- A. **Construction Work or Activity:** Not more than two (2) signs regarding construction work or activity on the property with a total combined surface area not to exceed thirty-two (32) square feet and a maximum height, to the top of each sign, of eight (8) feet. Not more than one (1) such sign, with an identical message to another, shall be permitted. The signs shall be confined to the site of construction, may be erected after a complete building permit application is submitted, and shall be removed within seven (7) days after the issuance of an occupancy permit. (amended by A-923-04-17)
- B. **Property Sale, Lease, or Rental:** Signs regarding the sale, lease, or rental of property, not exceeding a total area of twelve (12) square feet and a maximum height, to the top of each sign, of five (5) feet advertising the sale, rental or lease of all, or part, of the premises on which the signs are displayed. One such sign is permitted for each lot or parcel and such signs shall be removed within seven (7) days after the sale is closed or the lease is signed. (amended by A-923-04-17)
- C. **Non-Commercial:** Non-commercial signs, as defined herein, not exceeding sixteen (16) square feet in area for each sign. Not more than one (1) such sign, with an identical message to another, shall be permitted. Maximum height, to the top of such signs, shall be five (5) feet. ~~These signs shall be confined within private property.~~ Signs shall be removed within thirty (30) days after the conclusion of the event to which they pertain, if any, except as otherwise authorized or required by state and federal law. In no case may a temporary non-commercial sign be displayed for longer than one (1) year, except as otherwise authorized by state or federal law. Temporary non-commercial signs that do not meet the temporal requirements of this subsection shall require a permit. (amended by A-923-04-17)
- D. **Development of Property:** Signs regarding property development not exceeding one hundred (100) square feet in area. Maximum height to the top of such signs shall be twenty (20) feet. One such sign shall be permitted for each thoroughfare or highway frontage of the development. Such signs may be erected upon approval of a preliminary plat of subdivision or upon submission of a building permit application and shall be removed within seven (7) days after the last lot or unit is sold. (amended by A-923-04-17)
- E. **Right-of-Way Temporary Event Signs:** Signs ~~not described above~~ may be placed on private property ~~or~~ within the public right-of-way under the following conditions:
 - 1. Signs shall be located no closer than 10 feet from the road pavement edge or curb.
 - 1.2. Signs shall be a maximum of three (3) feet in height and a maximum of four (4) feet per face.
 - 3. Signs shall be in place only for seven consecutive days prior to the event occurring and removed within one day following conclusion of the event.
 - ~~2. Signs may be placed on Saturdays and Sundays only between the hours of 9:00 a.m. and 6:00 p.m.~~
 - ~~3.4.~~ That the written consent of the homeowner be obtained prior to installing signs in the public right-of-way adjoining the front, side or rear of any residential property.
 - ~~4.5.~~ Signs must be free standing, not attached to any utility pole, light poles, fence, or structure nor any traffic control sign ~~and placed at least 3 feet from the curb or edge of pavement.~~
 - ~~5.6.~~ No sign shall be placed within any portion of a twenty-five (25) foot sight triangle at the intersection of two streets. The sight triangle is determined by extending the curb or edge of pavement lines to a point of intersection; then measuring back along these extended curb or edge of pavement lines for a distance of twenty-five (25) feet to two points. A line drawn connecting the above determined points completes a triangle.
 - ~~6.7.~~ That only one sign be permitted within 150 feet of an intersection which relates to the same topic and that the next closest sign be no closer than 150 feet. Additionally, there shall be only one sign of the same topic placed in front of a single lot.

- ~~7. No attention or attracting devices such as pennants, streamers, balloons, inflatable shapes, banners, flashing lights or other illumination shall be attached to a sign or placed in the public right of way.~~
8. Each sign must have attached an adhesive label or other means to identify the name, address and telephone number of the person responsible for the placement and removal of each sign.
- ~~9. That a fine in the amount of \$7550.00 per sign will be charged to the person, company, or other party -whose name or interest is on the sign, if the sign is in violation of any of the above restrictions. If no names are found on the sign, the party or entity identified on the sign will be assessed the fine. Notice of each violation shall be in writing. Any person, firm or corporation charged with said violation may be issued a citation or "P" ticket. Violators issued such notices may request a hearing in the Circuit Court of DuPage County within 10 days of the date of the original violation or may settle and compromise the claim by paying to the Village the respective amounts set forth in the following schedule and within the times set forth in the following schedule: (Section 9 Amended by A-923-07-02)~~
 - ~~i. Payment of \$50.00 for each violation within 10 days of the date of the original violation.~~
 - ~~ii. A FINAL NOTICE, which stipulates the date on which collection of the \$50.00 penalty shall be turned over to a collection agency approved by the Village for collection will be issued after 10 days.~~
 - ~~iii. In the event that said payment is made after the FINAL NOTICE and prior to the collection agency taking any action to collect the penalty, \$100.00 shall be accepted as settlement.~~
 - ~~iv. If the person accused of the violation does not settle the claim or request a hearing in the Circuit Court of DuPage County, he/she must request of the Chief of Police within 10 days of the date of the notice of violation that an administrative hearing be held. Upon receipt of a hearing request, the Chief of Police of the Village, or the designee of the Chief of Police, shall conduct the hearing. The person requesting a hearing shall be notified of the time, date and place of the administrative hearing. After the person accused of a violation has had an opportunity to present his or her testimony, the Chief of Police or the designee of the Chief of Police shall advise the person of his/her findings. If the Chief of Police or the designee of the Chief of Police determines that the violation notice was valid and that an ordinance violation occurred, the \$50.00 penalty shall be due and payable within 10 days. If the offender fails to pay the fine, the claim may be turned over to a collection agency as set forth in paragraphs 2 and 3 above.~~
- ~~9. In the event that actions taken by the collection agency fail to result in payment of the penalty due, a FINAL NOTICE, which stipulates the date on which filing of a complaint with the Clerk of the Circuit Court of DuPage County will be commenced, will be issued. Payment of any fine and costs shall be in such amounts as may be determined and established by the Court.~~
10. That signs which are removed will be kept by the Village for a period of no more than three (3) weeks. In order to retrieve the signs, the fine must be paid within the three-week period of time, otherwise they will be discarded.
11. Any noncomplying sign shall be removed.



November 14, 2022

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

Re: Z-12-2022: Zoning Ordinance Amendments (Village of Burr Ridge); Text Amendment and Findings of Fact

Dear Mayor and Board of Trustees:

The Plan Commission transmits its recommendation to approve a Zoning Ordinance text amendment to section IV.K to amend the definition for commercial vehicles and the regulations for commercial vehicles in residential districts. The Board of Trustees directed the Plan Commission to hold a public hearing on the potential text amendment on June 28, 2021. After due notice as required by law, the Plan Commission held three public hearings on June 6, August 1, and September 19, 2022. The petition was continued in July without discussion. At the public hearings, four members of the public spoke in support of eliminating provision Section IV.K.2.e.v pertaining to vans without windows and seats behind the driver and passenger seat.

The Plan Commission determined that the text amendment was compatible with other standards and uses in the Zoning Ordinance and fulfils the intent of the Zoning Ordinance. While the Commissioners made a recommendation on revising IV.K.2.e.ii and were divided on IV.K.2.e.v, they did consider all the other sections pertaining to the definition of a commercial vehicle and were in general agreement to not recommend altering the others. Ultimately the Plan Commission motioned to only amend section IV.K.2.e.ii to read, *“Any vehicle with attached auxiliary equipment or racks. Racks which are used for luggage or recreational equipment are not included in this definition. Snow plows for personal use are permitted during the winter season only.”*

Based on the above considerations and the submitted findings of fact, the Plan Commission voted 4 to 3 to ***recommend that the Board of Trustees approve*** a text amendment to section IV.K.2.e.ii to amend the definition of a commercial vehicle and commercial vehicle regulations in residential districts.

Sincerely,

Greg Trzupek, Chairman
Plan Commission/Zoning Board of Appeals



Z-12-2022: Request to consider text amendments to Section IV.K of the Zoning Ordinance to amend the definition for a commercial vehicle and regulations for commercial vehicles in residential districts

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

Petitioner: Village of Burr Ridge

Prepared by: Janine Farrell, Community Development Director

Date of Hearing: June 6, July 18, August 1, and September 19, 2022

On June 28, 2021, the Board of Trustees directed the Plan Commission to hold a public hearing on potential Zoning Ordinance text amendments to refine what constitutes a “commercial vehicle” and review the regulations pertaining to the parking of commercial vehicles in the residential areas.

Under current Zoning Ordinance regulations for the residential zoning districts, commercial vehicles are prohibited from being parked overnight and outside. Only two commercial vehicles may be stored inside a fully enclosed building or structure for detached, single-family residences. Only one commercial vehicle may be stored inside a fully enclosed building or structure for duplexes, two-family, multi-family, or townhomes.

Section IV.K.2.e defines a commercial vehicle as follows:

- i. Any vehicle exhibiting lettering or logos advertising a business related enterprise (other than traditional bumper stickers).
- ii. Any vehicle with attached auxiliary equipment including, but not limited to plows, equipment, racks, storage boxes or lockers.
- iii. Any vehicle requiring a vehicle license of Class D as regulated by the State of Illinois including but not limited to trucks, cargo vans, commercial limousines, and buses. (Amended by Ordinance A-834-19-06)
- iv. Any vehicle containing products, equipment, debris, or materials intended for commercial or business use whether in the open, in a cargo storage area, or covered by removable material or fabric.
- v. Any van that does not have seating behind the driver’s seat and the front passenger seat or without side windows adjacent to the rear seating area such as panel vans. (Amended by Ord. A-834-03-03)

While the Commission may wish to amend all five of the above definitions for commercial vehicles, letter ‘ii’ has posed an enforcement challenge since many pick-up trucks with Class B plates have storage boxes built into the beds but are used only for personal purposes. Under current Zoning Ordinance regulations, a pick-up truck with a storage box could not be parked overnight, outside of a residential property because it would be defined as a commercial vehicle.



Examples of storage boxes and racks in truck beds.

This petition was first heard on June 6, 2022. Below is a summary of the Commission’s comments since that initial meeting, including those made on August 1, 2022:

- Commissioners were not unanimous on letter ‘v’ regarding vans without seats behind the driver or without rear windows and if these vehicles should continue to be deemed commercial.
- Commissioners generally agreed to clarify that “racks” should not include racks used for recreational equipment.
- Commissioners generally agreed to eliminate “storage boxes or lockers.”
- There was discussion about checking vehicle registration to determine what is a commercial vehicle. After staff consulted with the Police Department and Village Administrator, this would not be recommended and poses an enforcement challenge.
- There was discussion about creating a commercial vehicle registry where residents attest that their commercial vehicle is used for personal purposes. After staff consulted with the Police Department, this is not recommended since it poses an enforcement challenge. Officers would not enforce commercial vehicle regulations since each one could be claimed to be used for personal purposes.
- Commissioners generally agreed that snow plows for personal use during the winter season should be allowed.
- Commissioners requested information about the 2003 text amendment (see Exhibit C).

Based upon the comments above where the Commissioners generally agreed, staff is proposing the following amendment for Section IV.K.2.e, for letter ‘ii’ only: *Any vehicle with attached auxiliary equipment including, but not limited to plows, equipment, or racks., storage boxes or lockers. Racks which are used for luggage or recreational equipment are not included in this definition. Snow plows for personal use are permitted during the winter season only.*

Findings of Fact

The findings of fact for a text amendment are limited to assessing whether the amendment is compatible with other standards of the Zoning Ordinance and if the amendments fulfill the purpose and intent of the Zoning Ordinance.

Attachments

- Exhibit A – Petitioner’s Materials and Findings of Fact
- Exhibit B – Zoning Ordinance Section IV.K excerpt
- Exhibit C – Documents from 2003 when current regulations were adopted

- Z-08-2003 staff report from April 17, 2003
- Minutes from April 7 and 21, 2003 Plan Commission meetings
- Ordinance A-834-03-03



Village of Burr Ridge

Mayor Gary Grasso

TO: Evan Walter, Village Administrator
FROM: Shirley Benedict, Deputy Village Clerk
DATE: November 2, 2022
SUBJECT: **2023 Regular Meeting Dates**

The following is a list of 2023 Regular Meeting dates of the Mayor and Board of Trustees for their approval. All meetings begin at 7:00 p.m.

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

8E/F

From: [Evan Walter](#)
To: [Shirley Benedict](#)
Cc: [Antonio Schiappa](#)
Subject: EDC Resignations
Date: Thursday, November 10, 2022 9:46:58 AM

Shirley-

I have spoken with Trustee Schiappa, Chair of the EDC, and am communicating to you that both Bhagwan Sharma and Paul Stettin verbally submitted their resignations from the EDC to Trustee Schiappa. To preserve a written record, this email shall stipulate to my knowledge and Trustee Schiappa's concurrence that the resignations did occur and shall be immediate in effect.

Thank you.

Evan Walter
Village Administrator – Village of Burr Ridge
(630) 654-8181 ext. 2000

VILLAGE OF BURR RIDGE

8H

ACCOUNTS PAYABLE APPROVAL REPORT

BOARD DATE: 11/14/2022

PAYMENT DATE: 11/15/2022

FISCAL 22-23

FUND	FUND NAME	PAYABLE	TOTAL AMOUNT
10	General Fund	\$ 153,702.65	\$ 153,702.65
23	Hotel/Motel Tax Fund	67,219.69	67,219.69
51	Water Fund	27,148.09	27,148.09
52	Sewer Fund	70,311.61	70,311.61
71	Police Pension Fund	3,490.00	3,490.00
	TOTAL ALL FUNDS	<u>\$ 321,872.04</u>	<u>\$ 321,872.04</u>

PAYROLL

PAY PERIOD ENDING October 15 & 29, 2022

	TOTAL PAYROLL
Board	\$ 2,450.00
Administration	31,171.29
Finance	3,553.50
Police	231,497.09
Public Works	60,383.30
Water	53,381.71
Sewer	20,247.55
TOTAL	<u>\$ 402,684.44</u>
GRAND TOTAL	<u><u>\$ 724,556.48</u></u>

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INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE
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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 0000 Assets, Liabilities, Fund Bal					
10-0000-12-1200	Employee Purchased Clothing	Specialty Stitches	09/30/22	14547	95.04
10-0000-22-2203	Fountain Repair - Veterans Memor	Werschkul Masonry Inc	10/04/22	265	2,175.00
Total For Dept 0000 Assets, Liabilities, Fund Ba.					2,270.04
Dept 1010 Boards & Commissions					
10-1010-40-4040	FY2023 Local Contributions	Chicago Metropolitan Agenc	10/17/22	2023MUNI033	402.90
10-1010-40-4040	2023 Membership Dues	Municipal Clerks of Illinc	11/03/22	11/03/22	65.00
10-1010-40-4042	Mayor IML Dinner	Gary Grasso	10/17/22	10/17/22	73.00
10-1010-40-4042	Staff Appreciation	Gary Grasso	10/17/22	10/17/22	14.21
10-1010-40-4042	Village Meeting	Gary Grasso	10/17/22	10/17/22	42.44
10-1010-40-4042	Annual Dinner	West Central Municipal Cor	09/30/22	0010369	220.00
10-1010-50-5010	Adjudication Sept22	Denise K. Filan	10/25/22	35076	1,012.50
10-1010-50-5010	Sterigenics	Storino, Ramello, & Durkir	10/17/22	10/17/22	75.25
10-1010-50-5010	FOIA	Storino, Ramello, & Durkir	10/17/22	10/17/22	924.50
10-1010-50-5010	V of BR Community Fund	Storino, Ramello, & Durkir	10/17/22	10/17/22	53.75
10-1010-50-5010	10S370 Madison Annexation	Storino, Ramello, & Durkir	10/17/22	10/17/22	733.15
10-1010-50-5010	General Legal Services	Storino, Ramello, & Durkir	10/17/22	10/17/22	4,680.15
10-1010-50-5015	Prosecution Services	Storino, Ramello, & Durkir	10/17/22	10/17/22	2,082.35
10-1010-80-8010	State of the Village Dinner - Mu	UAP Enterprises LLC	10/14/22	1674	1,800.00
Total For Dept 1010 Boards & Commissions					12,179.20
Dept 2010 Administration					
10-2010-40-4042	ICMA Conference lunch	Evan B. Walter	09/20/22	10/27/22	20.00
10-2010-40-4042	Annual Dinner	West Central Municipal Cor	09/30/22	0010369	220.00
10-2010-40-4042	November Chamber Lunch	Willowbrook/Burr Ridge	10/24/22	10/24/22	90.00
10-2010-60-6010	Custom Self Inking Stamps	Schwaab	10/24/22	6140684	58.75
10-2010-60-6010	Village Branded Clothing for Emp	Specialty Stitches	09/30/22	14546	1,304.00
Total For Dept 2010 Administration					1,692.75
Dept 4010 Finance					
10-4010-50-5020	Consulting WE 10/09 & 10/16	GovTemps USA, LLC	10/20/22	4061968	7,553.00
10-4010-50-5020	Consulting WE 10/23/ & 10/30	GovTemps USA, LLC	11/03/22	4070508	7,847.00
Total For Dept 4010 Finance					15,400.00
Dept 4020 Central Services					
10-4020-50-5050	Copier Maintenance VH	Image Systems & Business S	10/17/22	368336	656.60
10-4020-60-6000	Office Supplies	Runco Office Supply	10/25/22	884939-0	99.76
10-4020-60-6000	Office Supplies	Runco Office Supply	10/18/22	C 883672-0	(12.74)
10-4020-60-6010	Kitchen Coffee Supplies PD	Refreshing Great Lakes	10/27/22	REBI011710	242.70
10-4020-70-7000	Village Hall Furniture	Kentwood Office Furniture	09/28/22	318316-0	4,991.02
10-4020-70-7000	Village Hall Furniture	Kentwood Office Furniture	09/29/22	318316-1	800.00
Total For Dept 4020 Central Services					6,777.34
Dept 4040 Information Technology					
10-4040-50-5020	Board Meeting Recording Oct22	Garron, Fernando	10/25/22	10/25/22	200.00
10-4040-50-5020	IT Support Services	Orbis Solutions	10/20/22	5573760	1,875.00
10-4040-50-5020	IT Support Services	Orbis Solutions	10/20/22	5573765	2,107.00
10-4040-50-5020	IT Support Services	Orbis Solutions	10/27/22	5573785	1,200.00
10-4040-50-5020	IT Support Services	Orbis Solutions	10/27/22	5573788	785.00
10-4040-50-5020	IT Support Services	Orbis Solutions	11/01/22	5573835	675.00
10-4040-50-5020	IT Support Services	Orbis Solutions	11/01/22	5573842	700.00
10-4040-50-5020	IT Support Services	Orbis Solutions	11/01/22	5573843	1,340.00
10-4040-50-5061	GIS Consulting & Subscription	Cloudpoint Geospatial	10/31/22	3274	2,150.00

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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 4040 Information Technology					
10-4040-50-5061	Annual Adjudication Monthly Fee	Municipal Systems, LLC	10/31/22	MS2022-10-13	1,450.00
10-4040-50-5061	Annual Software Support BEAST	Porter Lee Corporation	06/01/22	29696	1,375.00
10-4040-60-6010	Printer Toner Cartridges	Next Day Toner Supplies,	11/02/22	5250055	224.85
10-4040-60-6010	Printer Toner Cartridges	Next Day Toner Supplies,	11/01/22	5248315	392.90
Total For Dept 4040 Information Technology					14,474.75
Dept 5010 Police					
10-5010-40-4032	EP10895C Earphone Connection Fox	Ray O'Herron	09/09/22	2219173	21.60
10-5010-40-4032	EP-EM Earphone Connector -Ghost	Ray O'Herron	09/09/22	2219173	9.89
10-5010-40-4041	Employment Recruitment PD	Premier Occupational Health	10/18/22	121332	105.00
10-5010-40-4042	Fees for Transponders	Illinois Tollway	10/26/22	G121000006535	20.00
10-5010-50-5020	Comprehensive Searches	LexisNexis Risk Solutions	10/31/22	1267894-20221031	150.00
10-5010-50-5051	Maintenance-Vehicles	B & E Auto Repair Service	11/02/22	143268	56.95
10-5010-50-5051	Maintenance-Vehicles	Burr Ridge Car Care, Inc.	10/19/22	60047	221.03
10-5010-50-5051	Police Stripe Package	Leonard M. Bulat	10/19/22	22-227	2,095.00
10-5010-50-5051	Squad 2016 Maintenance	Willowbrook Ford	10/18/22	6381563	210.95
10-5010-50-5095	Random Testing PD	Premier Occupational Health	10/18/22	121332	45.00
10-5010-60-6010	FEDEXM193X 5.56mm 55 grain	Kiesler's Police Supply,	11/02/22	200866	4,706.00
10-5010-60-6020	Gasoline PD	Wex Bank	10/23/22	84494932	321.48
10-5010-60-6040	HHCG11SCU22P7J HON Soothe Chairs	Runco Office Supply	09/29/22	882383-0	1,340.00
10-5010-70-7000	Computers,Mounts, Printers for F	CDS Office Technologies	10/31/22	1491131	235.00
Total For Dept 5010 Police					9,537.90
Dept 6010 Public Works					
10-6010-40-4032	Uniform Rentals/Cleaning	Breens Inc.	10/18/22	14457	103.48
10-6010-40-4032	Uniform Rentals/Cleaning	Breens Inc.	10/25/22	14596	103.48
10-6010-40-4032	Uniform Rentals/Cleaning	Breens Inc.	11/01/22	14749	103.48
10-6010-40-4032	Boot Reimbursement	Robert Partee	08/31/22	112-38028809360225	150.00
10-6010-40-4032	PW Safety Shirts	Specialty Stitches	10/18/22	14593	411.00
10-6010-50-5020	Elevator Inspections Oct22	Elevator Inspection Service	10/20/22	111557	3,122.00
10-6010-50-5050	PW Pressure Washer Service	High PSI LTD.	10/26/22	77409	274.96
10-6010-50-5050	Parts Order Returned	JX Truck Center - Bolingbrook	10/29/21	1117002 P Credit	(384.94)
10-6010-50-5050	Parts Order Returned	JX Truck Center - Bolingbrook	04/18/22	1117350P	(8.54)
10-6010-50-5050	Parts Order Returned	JX Truck Center - Bolingbrook	05/02/22	1117376P	(149.17)
10-6010-50-5051	Unit 85 Plow Truck PM, Trans., MB & R Repair & Co.		10/24/22	WI087961	2,900.36
10-6010-50-5051	Unit 81 & Unit 83 Mobile Tech Se	JX Truck Center - Bolingbrook	09/23/22	2241334S	1,289.38
10-6010-50-5051	Unit 81 & Unit 83 Mobile Tech Se	JX Truck Center - Bolingbrook	09/23/22	2241336S	1,022.04
10-6010-50-5051	Unit 73: Tires, Steering, Alignment	VIP Tire Corporation	10/12/22	2010512	2,278.51
10-6010-50-5052	Replace & Program Data Smoke w	Alarm Detection Systems,	11/06/22	SI-580781	600.01
10-6010-50-5052	VH Preventative Maintenance	Cummins Sales and Service	10/21/22	F2-83947	470.52
10-6010-50-5052	VH Preventative Maintenance	Cummins Sales and Service	10/21/22	F2-83978	491.04
10-6010-50-5052	VH HVAC Air Comp. Drive Syst. Re	Dynamic Heating & Piping Co	08/22/22	204434	1,550.20
10-6010-50-5052	Sewer Pipe Repair and Rodding	Patrick Murphy Plumbing &	10/13/22	31752	1,695.00
10-6010-50-5052	VH Blockage Rodded	Patrick Murphy Plumbing &	10/24/22	32054	895.00
10-6010-50-5053	Traffic Signs	Traffic Control & Protection	10/24/22	112974	745.75
10-6010-50-5054	Misc. Street Light Repairs	Rag's Electric, Inc.	10/25/22	23504	2,664.48
10-6010-50-5054	New Outlets in VH	Rag's Electric, Inc.	11/01/22	23518	338.00
10-6010-50-5054	Streetlight; Garywood&Tomlin Con	Rag's Electric, Inc.	10/06/22	23480	1,795.26
10-6010-50-5054	10 Locations Streetlights Repair	Rag's Electric, Inc.	10/06/22	23481	1,283.00
10-6010-50-5054	10 Locations Streetlights Repair	Rag's Electric, Inc.	10/06/22	23479	2,338.32
10-6010-50-5055	Traffic Signal Monthly Maintenance	Meade Electric Company, Inc	09/26/22	702320	161.07
10-6010-50-5055	Traffic Signal Monthly Maintenance	Meade Electric Company, Inc	10/31/22	702071	187.25
10-6010-50-5056	Jet Mulch	SiteOne Landscape Supply	10/11/22	124133873-001	143.15

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Fund 10 General Fund					
Dept 6010 Public Works					
10-6010-50-5056	Topsoil	Tameling Industries	10/13/22	0173429	341.25
10-6010-50-5056	Topsoil	Tameling Industries	10/20/22	0173730	87.75
10-6010-50-5058	12 Month Janitorial Contract VH,	Best Quality Cleaning, Inc	10/20/22	43337	2,500.00
10-6010-50-5058	Mat Rentals - PD	Breens Inc.	10/18/22	14458	26.50
10-6010-50-5058	Mat Rentals - VH and PW	Breens Inc.	10/25/22	14597	26.50
10-6010-50-5058	Mat Rentals - PD	Breens Inc.	11/01/22	14750	26.50
10-6010-50-5058	Janitorial Services - Holding Ce	Service Master	10/29/22	218442	195.00
10-6010-50-5058	Janitorial Services - Holding Ce	Service Master	10/14/22	218320	195.00
10-6010-50-5076	Plan Review Permit 22-320	B&F Construction Code Serv	11/02/22	60378	895.50
10-6010-50-5076	Plan Review Permit 22-317	B&F Construction Code Serv	11/02/22	60379	895.50
10-6010-50-5076	Plan Reviews Oct22	Don Morris Architects P.C.	10/31/22	10/31/22	4,695.00
10-6010-50-5076	Inspections Oct22	Don Morris Architects P.C.	10/31/22	10/31/22	3,810.00
10-6010-50-5080	PW Sewer	Flagg Creek Water Reclamat	10/26/22	008917-000 Oct22	41.20
10-6010-50-5080	Public Works	NICOR Gas	10/10/22	22944400005 Oct22	434.98
10-6010-50-5080	Rustic Acres	NICOR Gas	10/17/22	81110732419 Oct22	52.79
10-6010-50-5080	VH Garage	NICOR Gas	10/17/22	57961400009 Oct22	49.79
10-6010-50-5080	Police Station	NICOR Gas	10/17/22	66468914693 Oct22	390.51
10-6010-50-5080	Village Hall	NICOR Gas	10/18/22	47025700007 Oct22	466.46
10-6010-50-5085	Shop Towel Rentals	Breens Inc.	10/18/22	14457	4.50
10-6010-50-5085	Shop Towel Rentals	Breens Inc.	10/25/22	14596	4.50
10-6010-50-5085	Shop Towel Rentals	Breens Inc.	11/01/22	14749	4.50
10-6010-50-5095	Fall Brush Pickup	Kramer Tree Specialists, I	10/31/22	114748	26,663.00
10-6010-50-5095	PW Facility Needs Analysis - Pha	Legat Architects, Inc.	09/30/22	57448	3,172.50
10-6010-50-5095	Tree Order Refund	Lou Conley	10/19/22	10/19/22	219.00
10-6010-50-5095	6-wheeler Truck PW Spoil Removed	Tameling Grading	10/17/22	0506	400.00
10-6010-50-5095	Semi-truck PW Spoil Removed	Tameling Grading	10/17/22	0506	2,750.00
10-6010-50-5095	Mowing for Code Violations, June	Vince's Flowers & Landscap	07/09/22	12173-1	3,090.00
10-6010-60-6000	Office Supplies	Runco Office Supply	11/02/22	885752-0	100.96
10-6010-60-6010	Operating Supplies	Menards - Hodgkins	10/18/22	7260	47.47
10-6010-60-6010	D-4000 Plus Dispenser	ZEP Sales & Service	10/06/22	9007897096	53.90
10-6010-60-6040	3/16" Grinding Wheel	Alexander Equipment Compar	10/14/22	192696	29.95
10-6010-60-6040	Supplies-Equipment	Alexander Equipment Compar	10/27/22	193120	312.66
10-6010-60-6040	Replacement Wiring Bobcat Mini S	Grainger, Inc.	10/20/22	9480521278	125.21
10-6010-60-6040	Hydraulic Motor Shaft	Monroe Truck Equipment, Ir	10/25/22	338544	768.12
10-6010-60-6040	Hydraulic Hose Fittings	Monroe Truck Equipment, Ir	10/26/22	338555	142.70
10-6010-60-6040	Traffic Safety Cones, 28"	RoadSafe Traffic Systems,	10/21/22	160547	2,600.00
10-6010-60-6040	Carburetor and Needle Bearing	Russo's Power Equipment	10/25/22	SPI11278587	64.88
10-6010-60-6041	LED Marker Clearance Lamp Gromme	FleetPride, Inc.	10/26/22	103302629	30.98
10-6010-60-6042	Gravel for repairs	Ozinga Materials, Inc.	10/14/22	157342	213.55
10-6010-60-6043	Topsoil	Tameling Industries	10/06/22	0173134	429.00
10-6010-60-6043	Resident Tree Orders	West Central Municipal Cor	10/19/22	0007339	3,519.00
10-6010-60-6043	Village Order	West Central Municipal Cor	10/19/22	0007339	2,363.00
10-6010-60-6050	Leaf Rakes and Push Broom	Russo's Power Equipment	10/25/22	SPI11278607	131.97
10-6010-70-7010	VH Dias Ramp Design	Tria Architecture, Inc.	09/29/22	4258	2,425.00
Total For Dept 6010 Public Works					91,370.67
Total For Fund 10 General Fund					153,702.65

Fund 23 Hotel/Motel Tax Fund

Dept 7030 Special Revenue Hotel/Motel

23-7030-50-5069	Blowouts VH, Memorial, Median, P TCS Irrigation, Inc.	10/18/22	181278	625.00
23-7030-50-5069	Repairs Irrigation on VH & 4 Cor TCS Irrigation, Inc.	06/27/22	181233	195.00
23-7030-50-5075	4-Corners Fall Herbicide Applic McGinty Bros. Inc.	10/20/22	241273	650.00

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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 23 Hotel/Motel Tax Fund					
Dept 7030 Special Revenue Hotel/Motel					
23-7030-80-8010	Marketing, Communication, Design	Kaleidoscope Management Gr	10/31/22	1993	4,000.00
23-7030-80-8012	Custom Sign for Car Show	Bannerville USA Inc.	10/03/22	33070	120.00
23-7030-80-8012	Armed Forces Day Sandwich Board	Bannerville USA Inc.	05/16/22	32191	720.00
23-7030-80-8012	Holiday Decoration- Bridge & 4 C	McFarlane Douglas & Compar	10/17/22	281531	15,000.00
23-7030-80-8012	Car Show bulk T-Shirt order	Specialty Stitches	09/28/22	14540	2,374.69
23-7030-80-8050	FY23 Annual Dues (5/1/21 - 4/30/	DuPage Convention & Visits	10/05/22	2022-501	40,535.00
23-7030-80-8050	Grant Program - Pilates on Tour	DuPage Convention & Visits	10/18/22	2022-511	3,000.00
Total For Dept 7030 Special Revenue Hotel/Motel					67,219.69
Total For Fund 23 Hotel/Motel Tax Fund					67,219.69
Fund 51 Water Fund					
Dept 6030 Water Operations					
51-6030-40-4032	Uniform Rentals/Cleaning	Breens Inc.	10/18/22	14457	62.00
51-6030-40-4032	Uniform Rentals/Cleaning	Breens Inc.	10/25/22	14596	62.00
51-6030-40-4032	Uniform Rentals/Cleaning	Breens Inc.	11/01/22	14749	62.00
51-6030-40-4032	Boot Reimbursement	Ronald J. Herdzina	11/01/22	11/01/22	112.50
51-6030-50-5020	(11) Coliform Samples	Envirotest Perry Laborato	10/13/22	22-136189	132.00
51-6030-50-5020	Leak Detection - 1st Hour	M.E. Simpson Co. Inc.	10/24/22	39413	495.00
51-6030-50-5020	Leak Detection - Additional Hour	M.E. Simpson Co. Inc.	10/24/22	39413	550.00
51-6030-50-5051	Unit 74; Replac Rear Tires & Rea	VIP Tire Corporation	10/18/22	2010587	2,183.35
51-6030-50-5067	CA1 Gravel for Water Repairs	Ozinga Materials, Inc.	10/18/22	157591	565.74
51-6030-50-5070	MWRD Easement Plat and Site Asse	Patrick Engineering Inc.	10/26/22	22207.032-1	12,335.00
51-6030-50-5080	Bedford Park Sump Pump	COMED	10/06/22	9179647001 Oct22	44.92
51-6030-50-5080	Pump Center	COMED	10/06/22	4763058040 Oct22	3,640.98
51-6030-50-5080	Pump Center	NICOR Gas	10/10/22	47915700000 Oct22	87.44
51-6030-50-5095	Semi-truck Water Main Break Spoi	Tameling Grading	10/17/22	0506	5,500.00
51-6030-60-6010	Operating Supplies	Grainger, Inc.	11/04/22	9502053532	40.50
51-6030-60-6010	Return External Thread Connector	Grainger, Inc.	10/25/22	9489745316	(36.98)
51-6030-60-6010	Operating Supplies	Grainger, Inc.	10/20/22	9485671755	40.50
51-6030-60-6010	150 LB. Chlorine Gas for 5 cylin	Hawkins, Inc.	10/28/22	6326008	986.70
51-6030-60-6010	Chlorine Cylinder	Hawkins, Inc.	10/28/22	6326008	75.00
51-6030-60-6010	Fuel Surcharge	Hawkins, Inc.	10/28/22	6326008	38.50
51-6030-60-6010	Freight	Hawkins, Inc.	10/28/22	6326008	20.00
51-6030-60-6010	Operating Supplies	Menards - Hodgkins	10/12/22	6842	150.94
Total For Dept 6030 Water Operations					27,148.09
Total For Fund 51 Water Fund					27,148.09
Fund 52 Sewer Fund					
Dept 6040 Sewer Operations					
52-6040-40-4032	Uniform Rentals/Cleaning	Breens Inc.	10/18/22	14457	26.80
52-6040-40-4032	Uniform Rentals/Cleaning	Breens Inc.	10/25/22	14596	26.80
52-6040-40-4032	Uniform Rentals/Cleaning	Breens Inc.	11/01/22	14749	26.80
52-6040-40-4032	Boot Reimbursement	Ronald J. Herdzina	11/01/22	11/01/22	37.50
52-6040-50-5020	Smoke Testing	RJN Group, Inc.	11/02/22	11386900	47,790.00
52-6040-50-5020	Sewer Televising & Review	RJN Group, Inc.	11/02/22	11386900	5,940.00
52-6040-50-5020	Summary Report & Data Access	RJN Group, Inc.	11/02/22	11386900	12,600.00
52-6040-50-5020	Lift Station Report & Technical	RJN Group, Inc.	11/02/22	11386900	440.00
52-6040-50-5020	Project Management	RJN Group, Inc.	11/02/22	11386900	1,755.00
52-6040-50-5068	Gravel for repairs	Ozinga Materials, Inc.	10/14/22	157342	1,668.71
Total For Dept 6040 Sewer Operations					70,311.61

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Fund 52 Sewer Fund					
Total For Fund 52 Sewer Fund					70,311.61
Fund 71 Police Pension Fund					
Dept 4050 Police Pension					
71-4050-50-5062	Actuarial Report Police Pension	Lauterbach & Amen, LLP	09/28/22	70352	3,490.00
Total For Dept 4050 Police Pension					3,490.00
Total For Fund 71 Police Pension Fund					3,490.00

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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
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Fund Totals:					
		Fund 10 General Fund			153,702.65
		Fund 23 Hotel/Motel Tax Fund			67,219.69
		Fund 51 Water Fund			27,148.09
		Fund 52 Sewer Fund			70,311.61
		Fund 71 Police Pension Fund			3,490.00
		Total For All Funds:			<hr/> 321,872.04