



**REGULAR MEETING  
ECONOMIC DEVELOPMENT COMMITTEE  
Wednesday, September 2, 2020  
5:00 PM  
VILLAGE HALL – BOARD ROOM**

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

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF MINUTES OF AUGUST 14, 2020 MEETING**
- 4. CONSIDERATION AND APPROVAL OF DRAFT BUSINESS DISTRICT CONSULTANT SERVICES RFP**
- 5. CONSIDERATION OF ALL-SEASON ENCLOSURES AT VILLAGE RESTAURANTS**
- 6. CONSIDERATION OF ESTABLISHMENT OF A DOWNTOWN BUSINESS ASSOCIATION**
- 7. OTHER CONSIDERATIONS**
- 8. PUBLIC COMMENT**
- 9. ADJOURNMENT**

**MINUTES**  
**SPECIAL ECONOMIC DEVELOPMENT COMMITTEE MEETING**  
**August 14, 2020**

**CALL TO ORDER:** Mayor Gary Grasso called the meeting to order at 8:30 a.m. The meeting was held in person with digital attendance at the Village Hall.

**ROLL CALL:** **Present:** Mayor Gary Grasso, Trustee Tony Schiappa, Mark Stangle, Ramzi Hassan, Paul Stettin, Sam Odeh (on the phone), Michael Simmons, Kirsten Jepsen, and Leslie Bowman (arrived at 8:38)

**Absent:** Debbie Hamilton, Bhagwan Sharma

**Also Present:** Village Administrator Doug Pollock, Assistant Village Administrator Evan Walter, Communications & Public Relations Coordinator Janet Kowal, Management Analyst Andrez Beltran.

**MINUTES:** A **MOTION** was made by Trustee Schiappa to approve the Minutes from the August 5, 2020 meeting. The **MOTION** was seconded by Ms. Jepsen and approved by a vote of 8-0.

**CONSIDERATION OF DOWNTOWN BUSINESS DEVELOPMENT DISTRICT**

Mayor Grasso stated that when he came into office his top priority was improving the Village Center and making it a vibrant part of the community. There were many challenges to that goal when he came into office, particularly it being in Cook County, as well as COVID-19. Mayor Grasso said that Ramzi Hassan asked to have it brought up at a special meeting due to a state-imposed deadline of October 1, 2020, to approve a District and file it with the state; the next deadline was April 1, 2021. As Mr. Hassan is one of the business owners it would affect the most, Mayor Grasso obliged him. The Downtown Business Development District appears to offer an opportunity to provide a financing mechanism for downtown improvements and development, but that financing would be through a sales and hotel tax. Any new tax, even one in a targeted area, should be critically examined. Mayor Grasso asked Mr. Walter to give an overview of Business Districts in general.

Mr. Walter stated that Business Development Districts are an economic tool permitted to municipalities by the State to use special sales and hotel taxes collected in a defined area for improvements to solely that area. Establishment of Business Development Districts is similar to the TIF process, but would not affect property taxes but rather be funded through an up to 1.0% sales and hotel tax. The downtown area meets the conditions under the law required, as its EAV has significantly lagged behind the Village's EAV as a whole. Unlike TIF, no other taxing bodies are affected; in fact, any future development or EAV growth would actually help other taxing bodies' revenue. The additional sales and hotel tax would also only be paid if people frequented the downtown; if someone does not spend money in the downtown they would not pay it.

The Business Development District would have to be established by a vote of the Village Board. It is required to have a public meeting set by the Village Board, which must be advertised twice in a paper of common circulation in the Village; once no more than 30 days, and once no less than 10 days before the meeting. To have the Business District established on January 1, 2021, which would then have revenue coming to the Village starting April 1, 2021, it would have to be certified

by the State of Illinois by October 1, 2020. With current timeframes, that means the latest the Village Board could have a public hearing and vote on establishing it would be at the September 28 meeting, and to give proper notification time would require the establishment of the public hearing at the August 24 board meeting.

Mr. Stettin asked what were the advantages and disadvantages of it. Mr. Walter stated it helped incentivize businesses to develop downtown. Mr. Hassan noted that many people outside Burr Ridge would pay the tax, helping to improve the area for residents. Mr. Odeh noted that it has been very successful in the other municipalities in which they have been established. Mr. Stettin asked for some examples. Mr. Walter stated Lombard has two for the mall area: one for the front and one for the rear. It allowed them to have targeted redevelopment in the rear of the mall while having general redevelopment on the other portion. LaGrange Park has several that they use for target corners in their city. Finally, Willowbrook used one for Plainfield Road and Route 83 redevelopment.

Mayor Grasso was concerned with the added tax hampering the competitiveness of businesses. Ms. Bowman stated that people come to Burr Ridge for the quality of its stores and the amenities, not because it is the cheapest. They come for the feeling they cannot get shopping online. A 1.0% tax will not affect that appeal, and she says that as someone who has large sales-taxable receipts as part of her business model. If the improvements are made, it will draw even more people downtown and help her business. Mr. Stettin agreed, saying it would be embarrassing for someone who goes to a fine restaurant to quibble over one dollar on the bill.

Mr. Hassan stated he thinks people will understand what it is to be used for, as it is not just going into the general coffers of the government, but for directly improving this area. Mr. Simmons said though some might disagree with any taxes, that the EDC members and businesses in general are leaders in the community, and that they have to step up to the plate and advocate for. Ms. Jepsen agreed, saying this push comes not from the Village, but from the business owners downtown who are directly affected by it, and see what good will come from it. Trustee Schiappa noted that the support he heard from businesses in the meeting indicated that they had a high trust-level with the Village Board to implement and invest the revenues from the District wisely for the benefit of all; this was agreed by the general membership.

Mayor Grasso stated that he would take the EDC's positive consensus to mean that the EDC wished for the Board to give the District a place on an upcoming agenda. Mayor Grasso demanded that if further consideration were made of establishing such a District, staff would be required to provide opportunities for public comment and notice far beyond what any State or local law required, and that no decision would be rushed. The EDC agreed with Mayor Grasso's statements.

### **OTHER CONSIDERATIONS**

No other considerations were brought forward.

### **PUBLIC COMMENT**

There were no public comments.

**ADJOURNMENT**

Mr. Stangle made the **MOTION** to adjourn the meeting to September 2, 2020 at 5:00 p.m., **SECONDED** by Trustee Schiappa. **APPROVED 9-0**. The meeting was adjourned at 9:38 a.m.

Respectfully submitted:

A handwritten signature in black ink, appearing to read "Andres Beltran". The signature is written in a cursive, flowing style.

Andrez Beltran  
Management Analyst



**VILLAGE OF BURR RIDGE, ILLINOIS**

**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**CREATION OF BUSINESS DEVELOPMENT DISTRICT (BDD)  
FEASIBILITY STUDY AND DISTRICT PLAN WITHIN DOWNTOWN  
BURR RIDGE**

**Village of Burr Ridge, Illinois  
7660 County Line Road  
Burr Ridge, Illinois 60527**

<b>Release Date:</b>	<b>September 3, 2020</b>
<b>Receipt Date:</b>	<b>September 30, 2020</b>
<b>Effective Award Date:</b>	<b>October 12, 2020</b>

## **REQUEST FOR PROPOSAL NOTICE**

The Village of Burr Ridge (hereinafter "Village"), located in DuPage and Cook County Illinois, is seeking proposals from qualified firms for work related to the creation of a Business Development District (hereinafter "BDD" or "District" interchangeably), in accordance with Illinois State Statute, to promote the development and revitalization of its downtown corridor. Specifically, the Village is considering the financial and land use development feasibility of establishing a BDD District in downtown Burr Ridge as illustrated in Appendix 1.

The designated staff contact may only be contacted by email or other written forms of correspondence. Faxes will not be accepted. Vendors who intend to submit a proposal are encouraged to request a copy of this document prior to submitting their final proposal. Any prospective Vendor who requests a copy of this RFP shall be included in any Village supplemental distributions. No communication seeking to in any way influence the outcome of the proposal evaluation is allowed between submitting Vendors and Village officials, representatives, and/or personnel during the evaluation process. Failure to comply with this requirement will result in disqualification. Any inquiries regarding this Request for Proposal and all official submissions of Proposals shall be directed to the following in writing via email:

Evan Walter  
Assistant Village Administrator  
[ewalter@burr-ridge.gov](mailto:ewalter@burr-ridge.gov)

### **SECTION I - INTRODUCTION**

Located within 20 miles of downtown Chicago, and O'Hare and Midway airports, Burr Ridge is an affluent Chicagoland suburb home to approximately 11,000 residents, with large homes and a diverse mix of commercial development. Existing development in the community consists of approximately 3,000 single-family homes, 200 condominium units, 350,000 square feet of retail space, 5 million square feet of office/industrial space, and 5 hotels consisting of approximately 650 available rooms. Downtown Burr Ridge is home to two major shopping centers (Village Center and County Line Square), the Marriott hotel, as well as the primarily vacant TCF Bank parcel located in the heart of the area. The Village seeks to develop and redevelop the downtown area to ensure its economic vitality as well as serve as a point of community pride into the future.

### **SECTION II - PROJECT SCHEDULE/TERM OF CONTRACT**

The Village intends to review all proposals and select a qualified firm to perform necessary services (henceforth "Vendor") by October 12, 2020. The anticipated timetable for the process is as follows:

- Solicitation of Request for Proposals Released by the Village – September 3, 2020
- Vendor Inquiry Deadline for Questions Related to the RFP – September 18, 2020
- Village's written response to Vendor questions for assistance with bid proposals – no later than September 23, 2020
- Vendor Proposals Submitted to the Village - 2:00 PM, September 30, 2020
- Possible Interviews with Economic Development Committee (EDC) in a public meeting – October 7, 2020

- Selection of Vendor and Award of Contract – October 12, 2020

Proposals submitted and work provided shall be valid through April 1, 2021 or as agreed upon between Vendor and Village. A contract for services shall be executed between the Village and Vendor with contract services anticipated to become effective on October 26, 2020 after the Board directs an award to be made on October 12, 2020.

### **SECTION III – OBJECTIVES AND DELIVERABLES**

It is the intent of the Village to review and assess the RFP responses to determine if the response from solicited Vendors can meet the needs of the proposed Scope of Work. The project objectives are:

- Prepare BDD Feasibility Study and District Plan in accordance with all statutory definitions, conditions, and requirements. Provide file documentation to assure proper support of eligibility findings.
- Recommend and refine boundaries for BDD in accordance with statutory requirements.
- Provide a costs/benefit analysis illustrating how the Village can maximize incremental financial benefit relative to the cost for the BDD.
- Investigate the desirability and feasibility as well as timing implications of utilizing BDD funding for projects.
- Attend 1-2 public meetings as necessary to present and discuss findings.

A final report shall summarize the findings set forth above, and should generate confidence in the District's overall fundamentals. The Vendor will present the feasibility study findings with key Village stakeholders at a mutually agreed upon time and place. Key Village documents that will be necessary for a complete understanding of the services provided, including the Comprehensive Plan and the Zoning Map and Zoning Ordinance are available on the Village website at [www.burr-ridge.gov](http://www.burr-ridge.gov).

### **SECTION IV – PROPOSAL REQUIREMENTS**

Proposers responding to the RFP must include the following information:

1. Cover letter stating interest and signed by a person authorizing to bind the Vendor.
2. Statement of project understanding and time sensitivity.
3. Outline and timeline for completing the scope of work.
4. The Vendor must provide a "not to exceed" service fee for completing the scope of work for the proposed BDD. The fee should represent the amount of work to be undertaken for this project and should be broken down by each task. The Vendor must provide a list of its firm's hourly rates for all employees who will be assigned to the project. All professional service fees and reimbursable expenses must be included as a not to exceed amount for completing the work assigned.
5. Background information on staff to be assigned to this project to include a projected number of hours with an hourly rate.
6. Background on Vendor firm.
7. Financial stability and insurance: Vendor must be able to demonstrate proof of insurance and financial stability to ensure performance over the duration of the contract.

8. References: A list of communities (include contact person, email and telephone number) who used your services to prepare a BDD Eligibility Study.

All proposals must be received at the address below no later than **2:00 PM – September 30, 2020 to the attention of the following staff member:**

Village of Burr Ridge  
 c/o Evan Walter, Assistant Village Administrator  
 7660 County Line Road  
 Burr Ridge, Illinois 60527

Vendors must submit eight (8) bound proposals in a sealed package or envelope. Proposals must be hand delivered or mailed. Proposals that are postmarked prior to the submission deadline but received after the submission deadline will not be accepted. Proposals must be signed by the authorized official of the Vendor. The submission of the Proposal grants permission to the Village to make inquiries concerning the Vendor and its principals to any persons or firms the Village deems appropriate.

### **SECTION VIII - PROPOSAL EVALUATION CRITERIA**

The proposals will be reviewed and scored to determine if the requirements outlined in Section IV are met. In the event that no firms meet one or more of the mandatory requirements, the Village reserves the right to continue the evaluation of the qualifications, which most closely meet the mandatory requirements of this RFP. Proposals will be reviewed by the Village and scored against the criteria below. The following criteria will be used in evaluating each of the carrier responses:

<b>CRITERIA</b>	<b>POSSIBLE POINTS</b>
<b>Project Approach</b>	<b>40</b>
<b>Vendor Experience</b>	<b>20</b>
<b>Project Team Qualifications</b>	<b>20</b>
<b>Schedule</b>	<b>10</b>
<b>Costs</b>	<b>10</b>
<b>TOTAL AVAILABLE POINTS</b>	<b>100</b>

### **ATTACHMENT A - INSTRUCTIONS TO BIDDERS**

The general rules and conditions that follow apply to all bids requested and accepted by the Village unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves as to the conditions, requirements, and Specifications before submitting bids. Failure to do so will be at the bidder's own risk. Submitting of a bid is an assumption that Vendor has familiarized themselves with all conditions and intends to comply with them unless noted otherwise. Bid Documents shall include:

#### **1. FORMS**

All bids must be submitted on the forms provided, complete, intact, properly signed, and submitted in a sealed envelope. All bids must be delivered to the appropriate Village



representative prior to the bid opening date and time to be considered. Bids must be identified as such on the outside of the sealed envelope. This can be done by label as may be provided by the Village, or by marking the package “Business Development District Consultancy Services” and with the following information: company’s name, address, item bid, date and time of opening.

## **2. ALTERNATE BIDS**

The RFP describes the services that are necessary to meet the performance requirements of the Village. It is not the desire or the intent to eliminate or exclude any bidder from bidding because of minor deviations, alternates or changes; however, the Village will not accept bids for work that is substantially different from what is described in this RFP. The Village shall be the sole and final judge unequivocally as to whether a Proposal meets the necessary needs of the Village. This decision is final and will not be subject to recourse.

## **3. RECEIVING OF BIDS AND LATE BIDS**

Bids received prior to the time of opening will be securely kept, unopened. The Assistant Village Administrator, or their designee, whose duty it is to open the bids, will decide when the specified time has arrived, and no bid received thereafter will be considered. No responsibility will be attached to the Village or its representatives for the premature or non-opening of a bid not properly addressed and identified, except as otherwise provided by law. Bids arriving after the specified time, whether sent by mail, courier, or in person, will not be accepted, regardless of their origin’s date stamp. It is the bidder’s responsibility for timely delivery regardless of the method used.

## **5. WITHDRAWAL OF BIDS**

A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the Director of the requesting Department prior to the specified time of opening. After the opening, the bidder cannot withdraw or cancel their bid for a period of sixty (60) calendar days, or such longer time as stated in the bid documents.

## **6. CONSIDERATION OF BID**

No bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village or had failed to perform faithfully any previous contract with the Village. The bidder, if requested, shall present, within 48 hours, evidence satisfactory to the Village of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these Specifications and contract document.

## **7. PRICES**

Unit prices shall be shown for each unit on which there is a bid. Unit prices shall not include any local, state or federal taxes. The Village is exempt, by law, from paying state and village retailer’s occupation tax, service occupation tax, and federal excise tax. The Village will supply the successful bidder with its tax exemption number. Cash discounts will not be considered in determining overall price.

## **8. AWARD OR REJECTION**

The Village reserves the right to reject and/or award any and all bids or parts thereof and to waive formalities and technicalities according to the best interests of the Village. Any bid submitted will be binding for ninety (90) days subsequent to the date of the bid opening. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the equipment or supplies to be furnished in accordance with the bid. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist because of failure or omission on the part of the bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the Village of the compensation to the bidder. Any exceptions not taken by the bidder shall be assumed by the Village to be included. A contract will be awarded to the lowest qualified and responsible bidder complying with the conditions of the contract documents only when it is in the best interest of the Village to accept the bid. The Village shall be the sole judge of compliance with the Specifications and reserves the right to accept or reject any and/or all bids or parts thereof.

## **9. PAYMENT**

Payment for services rendered with all stipulations relating to the bid/contract will be made in accordance with the Illinois Prompt Payment Act after the contract is awarded.

## **10. REQUIREMENT OF BIDDER**

The successful bidder shall, within ten (10) days after notification of the award: a) enter into a contract in writing with the Village covering all matters and things as are set forth in the specifications and their bid; b) carry insurance acceptable to the Village, covering public liability, property damage, and worker's compensation. Said time limit may be waived or increased at the Village's sole discretion.

## **11. COMPLIANCE WITH ALL LAWS**

All work under the contract must be executed in accordance with all applicable federal, state and local laws, ordinances, rules and regulations, including:

1. Provide a drug free workplace pursuant to the Illinois Drug Free Workplace Act (30 ILCS 580/1, et seq.);
2. Comply with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/1, et seq.);
3. Comply with Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.), including establishment and maintenance of a sexual harassment policy as required by Section 2-105, and the Rules and Regulations of the Illinois Department of Human Rights, including the provisions of the EQUAL EMPLOYMENT OPPORTUNITY CLAUSE, which are a material term of all public contracts, see Title 44, Part 750, Section 750, APPENDIX A, Illinois Administrative Code, Equal Employment Opportunity Clause (See also Paragraph 19 herein);
4. Comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and
5. Comply with the American with Disabilities Act.

## **12. CONTRACT ALTERATIONS**

No amendment of a contract shall be valid unless made in writing and signed by the Mayor, Village Administrator, or their authorized representative.

### **13. NOTICES**

All notices required by the contract shall be given in writing.

### **14. NONASSIGNABILITY**

The Vendor shall not assign the contract, or any part thereof, to any other person, firm or corporation without the previous written consent of the Village. Such assignment shall not relieve the Vendor from their obligations or change the terms of the contract.

### **15. INDEMNITY**

The Vendor shall indemnify the Village, its officers and employees from any and all liability, losses or damages, including attorney's fees and costs of defense, the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including workers' compensation claims, in any way resulting from or arising out of the operations of the Vendor under this contract, including operations of subcontractors; and the Vendor shall, at his own expense, appear, defend, and pay all fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments shall be rendered against the Village in any such action, the contractor shall, at their own expense, satisfy and discharge same. The Vendor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by the Vendor, shall in no way limit the responsibility to indemnify and defend the Village as herein provided.

### **16. EQUAL EMPLOYMENT OPPORTUNITY**

The Vendor shall comply with the provisions of the Equal Employment Opportunity Clause.

### **17. BID PERFORMANCE DEPOSIT**

When it is required, it will be so stated elsewhere within this bid package along with the amount required. The deposit is to be in the form of a certified check, or a bank cashier's check. All bid performance deposit checks will be retained by the Village until the bid award is made, at which time the checks will be promptly returned to the unsuccessful bidders. The bid performance deposit check of the successful bidder will be retained until the services have been rendered or completed/installed and found to comply with the specification or until surety bonding requirements have been satisfied and proof of insurance coverage is provided in accordance with the Special Provisions Section of these specifications.

### **18. ACCEPTANCE**

After the acceptance and award of the bid, this instruction to bidders, and all other portions of the bid documents, including the specifications, will constitute part of the legal contract between the Village and the successful bidder.

### **19. DEFAULT**

The Village may terminate a contract by written notice of default to the Vendor if the Vendor:

- a. Fails to make delivery or perform the services within the time frame specified in the Specifications, or
- b. Fails to make progress so as to endanger performance of the contract, or
- c. Fails to provide or maintain in full force and effect, the liability and indemnification coverages or performance bond as is required; or
- d. Services provided by the Vendor jeopardize the public safety, as determined by the Village.

If the Village terminates the contract, the Village may procure services similar to those so terminated, and the Vendor shall be liable to the Village for any excess costs for similar services, unless the Vendor provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Vendor.

## **20. SPECIAL CONDITIONS**

Wherever special conditions/requirements are written into the Specifications or Special Provisions that are in conflict with conditions stated in these Instructions to Bidders, the conditions stated in the Specifications or Special Provisions/Requirements shall take precedence.

## **21. GENERAL GUARANTY**

Vendor represents and warrants to the Village that it has the experience and ability to perform the services required by the RFP, and that it will perform said services in a professional, competent and timely manner, as represented and suitable for the performance of the RFP. Neither the final certificate of payment nor any provision in the contract nor partial or entire use of the product/ improvement/ services embraced in this contract by the Village or the Public shall constitute an acceptance of work not done in accordance with the contract, or relieve the contractor of liability in respect to any express warranties or responsibility for failure to comply with the terms of those contract documents. It is expressly agreed by the parties hereto that in the event any defects or imperfections in the materials or workmanship to be furnished by the Vendor herein appear within the period of one year from the date of completion of all the work mentioned herein and acceptance thereof by the Village, the Vendor will, upon notice from said Village (which notice may be given by letter to said Vendor to the business address of the contractor shown in the proposal), repair and make good at their own cost any such defects or imperfections and replace any defective or imperfect materials or workmanship with other materials or workmanship satisfactory to said Village, and furnish all such new materials and labor as may be necessary to do so; and in the event of the failure, refusal or delay of said workmanship or materials said Village may do so or have same done by others, and said Vendor and surety or sureties on their bond given for the faithful performance of this contract shall be liable to the Village for all damages and expenses occasioned by such failure, refusal or delay.

## **22. BID CERTIFICATION FORM**

All bid submittals must include a signed Bid Certification Form (copy included in Bid Documents) certifying that the bidder is in compliance with Sections 33E-3 and 33E-4 of the Illinois Criminal Code regarding bid rotating and bid-rigging. Illinois State Law Article 33E-3 and 33E-4 states that it is unlawful to participate in bid-rigging and/or bid rotating. Therefore, all

bidders must certify that they are not barred from bidding on the contract as a result of a violation of State Law 33E-3 and/or 33E-4, prohibiting bid-rigging and bid rotation. It is necessary that this be done under oath. Therefore, the form included with the bid submittal sheets must be notarized. Contractor certifies that he/she/it is not delinquent in payment of any taxes to Illinois Department of Revenue.

### **23. DEVIATIONS**

Unless denoted “No Substitution”, the Village’s minimum required Specifications may be exceeded. Final bid acceptance shall be based upon that bid deemed most favorable to the interests of the Village after all bids have been examined and canvassed.

### **24. INDEPENDENT CONTRACTOR**

The Vendor will be retained by the Village only for the purposes and to the extent set forth in this Agreement, and their relation to the Village shall, during the term of this Agreement and the period of its services hereunder, be that of an independent contractor. The Vendor shall be free to use such time, energy and skill as he/she is obligated to devote hereunder to the Village, in such manner as he/she sees fit. The Vendor shall not be considered as having an employee status, nor shall its employees be entitled to any benefits available for the regular employees of the Village.



## VILLAGE OF BURR RIDGE

### MEMORANDUM

**TO:** Economic Development Committee (EDC)  
Mayor Gary Grasso, Chairman

**FROM:** Evan Walter, Assistant Village Administrator

**DATE:** September 2, 2020

**RE:** **All-Season Enclosures**

In May 2020, the Village began providing financial assistance to establish additional outdoor dining space at Village restaurants in response to Governor Pritzker's executive order that indoor dining be fully or partially restricted. This program took the form of the tent rental program, wherein the Village paid for 100% of the costs of tent rentals from May 26-July 6; 50% of weekly costs from July 6-August 10; and 40% of weekly costs from August 10-October 26. These tents were originally placed at the following restaurants: Food Court (shared by Dao, County Wine Merchant, La Cabanita, and Capri Express), Stix and Stones, Eddie Merlot's, Village Green (Topaz/general seating), Capri, Kirsten's, Patti's, and Falco's Pizza. Only tents at Eddie Merlot's, Capri, Kirsten's, Patti's, and Falco's Pizza remain, although the Village later provided minor financial assistance to rent a tent at Topaz from mid-August through October 26. The Village is projected to spend approximately \$160,000 if all remaining tents are rented through October 26. The tents have been a success in terms of driving revenue for participating restaurants and generating a positive image for the Village throughout COVID-19, although their effectiveness and value may be significantly diminished once the winter season arrives.

Staff has considered solutions to provide safe dining once the tents are removed and winter arrives, as well as the demand for outdoor dining will be significant in 2021 as the weather shifts from winter into spring and summer. Staff has since identified what appears to be an answer to the question of year-round dining in the form of Viewpoint Enclosures, a construction company located in Burr Ridge specializing in constructing retractable enclosures at places such as restaurants. The enclosures are designed and built to provide for comfortable outdoor dining by incorporating retractable walls and roofs into the structure of the enclosure, but also incorporating option heating and cooling to provide comforted spaces when enclosed. Staff has been working with Viewpoint to design enclosures at Capri, Kirsten's, and Patti's on a pilot basis, all with varying sizes and designs, which will be discussed and presented by Viewpoint during the meeting.

The enclosures are estimated to cost approximately \$400,000 at Capri, \$40,000 at Kirsten's, and \$200,000 at Patti's. The restaurants have requested Village consideration in assisting with cost defrayal of these structures, and thus the purpose of bringing the consideration to the EDC. While the Board of Trustees has given preliminary direction for staff to move forward with hiring a consultant in consideration of establishing a downtown Business District, such revenues could not be used to support such an incentive at this time, as the District has not yet been approved. Plan Commission approval would also be required for either enclosure to be built. Staff estimates that

the enclosures will be open for business between February-March 2021 if the Plan Commission is initially petitioned in October.

Staff requests EDC direction on the following questions:

1. Shall the Village financially incentivize the construction of all-season enclosures, such as those attached, at Village restaurants?
2. If financial assistance is ultimately provided, the Village should be prepared for additional requests for assistance to be made by other restaurants, both existing and future, such as Hampton Social or Falco's Pizza. What standards should be used for qualifying merit of financial assistance, and to what extent and/or how should the Village incentivize potential future requests?
  - a. The Village could state that they will pay excess costs above a certain dollar amount per square foot.
  - b. The Village could create a loan program, wherein the restaurants receive Village credit at reduced terms when compared to a construction or small business loan. The Village would also break even on the program's fundamentals, making the ROI instantaneous.
  - c. In any case wherein the Village commits to funding future endeavors such as this, a maximum annual budget should be adopted so as to mitigate the risk of "grant glut", wherein the Village would be limited to the number of enclosures it would assist in building on an annual basis.



**VILLAGE OF BURR RIDGE**  
**MEMORANDUM**

**TO:** Economic Development Committee (EDC)  
Mayor Gary Grasso, Chairman

**FROM:** Andrez Beltran, Management Analyst

**DATE:** September 2, 2020

**RE: Downtown Business Association**

Downtown Business Associations (DBA; or, Main Street Associations) can be a key development tool in bringing vibrancy to downtowns. Additionally, these organizations cannot be restricted to being ‘downtown chambers’, but must expand to take roles in all parts of making the downtown a vibrant community. This includes marketing, networking, development, business attraction and retention, organizing events, and others to create a shared identity. A Burr Ridge Downtown Association would tie together the Business District Development plans, community events hosted by the Village and other downtown partners, and local residents and businesses into a vibrant community with a common identity.

Downtown Business (or Main Street) Associations, are a key tool for creating economic vibrancy in vital downtowns. These associations come in several forms: informal partnerships, municipal subgroups, and non-profit organizations. However, non-profit organizations are able to leverage the most resources to transform downtowns. Non-profit organizations (501(c)(6)) are the most common type of DBAs. They are often a public-private partnership with the municipality offering funding in return for being a founding member of the Board. The main advantage is the ability for the DBA to leverage private as well as public funds to achieve its goals. In addition, there is more of a feeling of ownership within the downtown community being separate from the municipality.

To be truly successful, DBAs must be more than “downtown meeting holders”. They must be civic organizations that tie together the disparate goals of different stakeholders in the downtown into a shared identity. They must help the local businesses promote and network within and outside the downtown. They must also market the downtown inside and outside the municipality. This includes being business ambassadors to attract new businesses and to help them stay in the downtown. DBAs interact closely with the municipality by leading discussions and advocating for development and redevelopment as well as working with the planners and economic developers to formulate design standards and streetscape plans. Their input is often sought on projects in Business Development Districts. DBAs also undertake community-building activities, including organizing events such as concerts, holiday events, cruise nights, business walks, and shop local days. Additionally, they can also be a community forum for residents and businesses downtown to get to know each other, discuss shared visions, and even resolve conflicts.

A Burr Ridge Downtown Business Association would be beneficial to achieving the goals of the Village and the future Business Development District. If the EDC wished to establish such an organization, staff recommends that it be established a public-private non-profit partnership. This



would allow public and private funds to be leveraged. The goal of the BR DBA should extend beyond economic vitality to downtown vibrancy. The structure should reflect this with a number of prominent stakeholders making up the founding board, but also membership dues and sponsorship as a way to support.

The strategy of the BR DBA should follow the Main Street Approach by Main Street America. This consists of a tightly integrated strategy-driven framework in locally created approaches are implemented through comprehensive work in four areas: Economic Vitality, Organization, Promotion and Design. This allows strong but flexible vision to build toward economic vibrancy, and ultimately a successful downtown in Burr Ridge.