AGENDA REGULAR MEETING – MAYOR & BOARD OF TRUSTEES VILLAGE OF BURR RIDGE

April 11, 2011 7:00 p.m.

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE Cub Scout Pack 69
 Pleasantdale Elementary School
- 2. ROLL CALL
- 3. AUDIENCE
- 4. CONSENT AGENDA OMNIBUS VOTE

All items listed with an asterisk (*) are considered routine by the Village Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so request, in which event the item will be removed from the Consent Agenda.

7:00 p.m. Public Hearing FY 2011-12 Budget

5. MINUTES

- *A. Approval of Regular Meeting of March 28, 2011
- *B. Receive and File Veterans Memorial Committee Meeting of February 23, 2011
- *C. Receive and File Draft Plan Commission Meeting of April 4, 2011

6. ORDINANCES

- A. Consideration of An Ordinance Adopting the Budget for All Corporate Purposes of the Village of Burr Ridge, DuPage and Cook Counties, Illinois, in Lieu of the Appropriation Ordinance, for the Fiscal Year Commencing on the First Day of May, 2011 and Ending on the Thirtieth Day of April, 2012
- B. Consideration of Ordinance Annexing Certain Property (Surrounded Territory)
- *C. Approval of An Ordinance Granting a Special Use for the Outside Storage of Commercial Trucks in a GI District Pursuant to the Village of Burr Ridge Zoning Ordinance (Z-01-2011: 7521 Brush Hill Road GE)

7. RESOLUTIONS

8. CONSIDERATIONS

- A. <u>Consideration of Recommendation to Purchase Wireless Network Equipment and In-Car Squad Data and Voice Connections.</u>
- B Consideration of Recommendation to Pursue Implementation of Social Media Sites for the Village of Burr Ridge

- *C. Approval of Plan Commission Recommendation to Approve Special Use to Allow Construction and Use of Outdoor Dining Area (V-03-2011: 590 Village Center Drive Cooper's Hawk)
- *D. <u>Approval of Plan Commission Recommendation to Deny PUD Amendment (Z-04-2011: Braemoor Units 1 and 2 PUD)</u>
- *E. <u>Approval of Recommendation to Award Contract for Phase III Professional Services for 91st Street LAPP Project</u>
- *F. <u>Approval of Recommendation to Award Contract for Chasemoor Lift Station SCADA Improvements</u>
- *G. <u>Approval of Proclamation Designating May 2011 as Motorcycle Awareness</u>
 Month
- *H. Approval of Proclamation Designating April 24-30, 2011 as Arbor Day Week
- *I. Approval of Vendor List
- J. <u>Other Considerations</u> For Announcement, Deliberation and/or Discussion Only No Official Action will be Taken
- 9. AUDIENCE
- 10. REPORTS AND COMMUNICATIONS FROM VILLAGE OFFICIALS
- 11. CLOSED SESSION
 - Approval of Closed Session Minutes of February 28, 2011
 - Determination to Release Closed Session Minutes through December 2010
 - Determination to Release Verbatim Recordings of Closed Sessions for the Period of January 14, 2008 through September 28, 2009
 - Probable and Imminent Litigation
 - Employment of Employee (Village Administrator Evaluation)
- 12. RECONVENED MEETING
- 13. ADJOURNMENT

TO: Mayor and Board of Trustees

FROM: Village Administrator Steve Stricker and Staff

SUBJECT: Regular Meeting of April 11, 2011

DATE: April 8, 2011

PLEDGE OF ALLEGIANCE – Cub Scout Pack 69, Pleasantdale Elementary School PUBLIC HEARING – FY 2011-12 Budget

Enclosed is the President's Budget Message, along with the public hearing notice for the FY 2011-12 Budget. The Ordinance adopting the Budget is Item #6A on this agenda.

6. ORDINANCES

A. FY 2011-12 Budget Adoption

Enclosed is an Ordinance that adopts the FY 2011-12 Budget in the amount of \$16,163,700 as follows:

General Fund: Boards and Commissions Administration Community Development Finance Central Services Police Public Works Buildings and Grounds	316,565 433,490 466,750 279,500 306,445 4,423,285 1,385,055 161,615
Total General Fund	7,772,705
E-911 Fund Motor Fuel Tax Fund Hotel/Motel Tax Fund Capital Improvements Fund Sidewalks/Pathway Fund Equipment Replacement Fund Storm Water Management Fund Debt Service Fund Water Fund Sewer Fund Information Technology Fund Police Pension Fund	213,175 331,960 385,955 1,270,300 231,475 228,405 11,125 687,830 3,911,210 266,865 253,345 599,350
Total All Funds	16,163,700

- **1** - April 8, 2011

<u>It is our recommendation:</u> that the Ordinance adopting the FY 2011-12 Budget be approved.

B. <u>Annex Certain Property (Surrounded Territory)</u>

As of this writing, it appears that a deal has been struck to create an annexation agreement between the Village, SAIA and the property owner. This agreement includes:

- Incorporation of all of the prior agreements associated with the installation of noise abatement improvements, with one additional requirement that SAIA construct a 16' noise wall across the entire north side of the property. Construction of the noise walls would begin as soon as possible.
- There will be no sunset provision provided in the agreement. In Exchange, the property owner will agree not to seek zoning for the truck depot during the 20-year life of the annexation agreement. In addition, the non-conforming-use status of the property will remain in place for up to one year after a truck depot tenant were to leave before the non-conforming use would go away.
- There will be a two-year moratorium after the noise barrier is installed prior to any new noise studies being conducted.
- SAIA/Rogulic will agree to pay the Village \$25,000 for expenses associated with negotiations and creation of the annexation agreement.

Mayor Grasso will further update the Board regarding this matter on Monday evening. If the Board is in agreement, the annexation agreement could be approved at the May 23 Board meeting.

C. Special Use (7521 Brush Hill Road – GE)

Attached is an Ordinance approving a special use request by General Electric International, Inc. to allow outside, overnight storage of trucks and other commercial vehicles in an existing parking lot. The property is located at 7521 Brush Hill Road. The Plan Commission recommended approval of this request.

<u>It is our recommendation</u>: that the Ordinance be approved.

7. RESOLUTIONS

8. CONSIDERATIONS

A. Wireless Network Equipment/In-Car Data and Voice Connections

In 2009 the Village began development of a Village-wide wireless network. The purpose of the network was to connect the three Village facilities, the Village Hall, Police Department, and Public Works together

- 2 - April 8, 2011

and to provide network access to Village personnel and vehicles out in the field.

The critical first step was the installation of a high speed wireless backbone connecting the water towers with the Village Hall. After its installation, the backbone vastly improved the network connection speeds and reliability for Public Works. This year, the backbone provided the integration of the new Police facility into the Village's network. With a new facility, we also needed to upgrade our phone system. The wireless backbone provided a way to have a centralized voice network system at the Village that could be used at all three locations. Finally, the wireless backbone provided the foundation for the future expansion of the Village's network out into the field through wireless access points.

To start off the network development, Motorola provided the Village with two access points and a camera at no charge. The access points were installed at the Village Hall and at the Village Center. The camera was installed at the Village Center next to the Village Green, providing the public with views of Village Center events. In FY 2009-10, four wireless access points were purchased, making a total of six access points currently in service. The access points provide a network connection from the backbone on the water towers to the area where they are installed. It was thought that a good starting point for the four access points would be at the four schools, giving a north, south, east, west distribution. One access point was installed across from Gower School. However, Elm School, Pleasantdale Middle School, and Burr Ridge Middle School were too difficult due to distances, terrain, and trees, to get a direct line of site connection. Therefore, the remaining three access points were placed at Public Works, 83rd St. and 87th street.

With active network connections in the field, a test environment was created to link a Police squad car to the Village's data and voice networks. A mobile router, antenna, and a network phone were installed in a test squad car. The test environment proved highly successful, allowing a police officer to access the Village's data and voice networks in the squad car. With this setup, Police personnel will be able to conduct administrative tasks such as in-car report writing, access to state law enforcement or village databases and systems or phone communications through the Villages voice network. Applications such as the County's E-Ticket program will be able to be brought on line to assist officers in the field. The goal is to provide the officers the technology to remain in the field to perform their daily administrative tasks – increasing police visibility.

For FY 2010-11 we are requesting six additional access points, expanding the wireless network to a total of 12 access points in service. The plan for the six new access points is to cover the main Village streets, concentrating on County Line Road and 79th street. In order to provide incar data and voice network connections, we are requesting 15 mobile routers and network phones for the Police Departments' squad, detective, and administration vehicles. Access points are to be purchased out of the

- 3 - April 8, 2011

Information Technology Fund. Mobile routers and network phones are considered in-car communications and E-911 funds can be utilized for this purchase.

Access points and mobile car routers are items with direct pricing from Motorola. Competitive quotes for Cisco network phones were received from vendors with CDWG being the lowest bidder. In addition, \$3,000 in network services will be needed to configure vehicle routers to communicate to the Village's data and voice networks. Below is a summary of the project's costs:

		COST	BUDGET
Access Points (Includes Installation)	Convergence Technologies (Motorola)	\$33,414	\$33,260
In-car Mobile Routers (Includes Installation)	Convergence Technologies (Motorola)	\$33,495	\$52,500
Network Phones	CDWG (Competitive Bid)	\$7,371	\$7,500
Network Services	Orbis Communications (IT Consultant)	\$3,000	
Total		\$77,280	\$93,260

Police Chief John Madden and Finance Director Jerry Sapp will give the Village Board a presentation Monday night on the status of the wireless network project and its planned uses and benefits.

It is our recommendation: that a contract for the purchase of wireless access points and mobile routers be awarded to Convergence Technologies in the amount of \$66,909, that purchase of network phones be awarded to CDWG in the amount of \$7,371 and that the Board approve network communication configuration services using the Village's IT consultant in an amount not to exceed \$3,000.

B <u>Implementation of Social Media Sites</u>

To enhance communication with our residents, increase public awareness and understanding of the structure and functions of the Village government and inform residents about Village-related events and issues that may be of interest, staff is recommending that the Village of Burr Ridge create social media profiles/pages on Facebook, Twitter and YouTube. Attached please find a report providing an overview of social media, information about its users and applications to the for-profit and not-for-profit industries.

Village staff advises that social media, like the Village's other existing communication media, be used for one-way dissemination of information only and that the public commentary sections of each site be turned off.

There are no hard costs associated with these efforts as Facebook, Twitter and YouTube are free to join. Social media will assist the Village in its efforts to communicate important information about meetings,

- **4** - April 8, 2011

services, programs and events in a faster and more efficient way than existing efforts and fill in the gap created by the elimination of traditional media sources like the newsletter. However, it should be noted that there is still a demand by residents for those traditional media sources and staff is not planning any further reductions.

Soft costs associated with the creation and maintenance of these accounts is minimal, using the same staff and division of duties utilized for the Village's website recreation and launch in 2010. Finance Director Jerry Sapp manages the technical aspects of the project and Assistant to the Administrator Lisa Scheiner will manage content. Attached please find a copy of the presentation that Ms. Scheiner will present to the Board.

Should the Board concur with staff's recommendation to launch social media profiles for the Village of Burr Ridge; staff will publicize these efforts as detailed in the report and prepare a social media policy for the Board's consideration at its April 25, 2011, regular meeting.

<u>It is my recommendation:</u> that the Board direct staff to create social media profiles for the Village of Burr Ridge

C. <u>Plan Commission Recommendation – Outdoor Dining</u>

Please find attached a letter from the Plan Commission recommending approval of a request by Cooper's Hawk Restaurant for special use approval to allow the construction and use of an outdoor dining area for an existing restaurant and for the continuation of the existing hours of operation. The property is located at 510 Village Center Drive.

The petitioner seeks to construct a raised concrete and stone deck on the back side of the existing restaurant (adjacent to the intersection of Lincolnshire Drive and Burr Ridge Parkway). The petitioner also seeks to renew the temporary extension of hours that allows the restaurant to stay open until 1 AM on Fridays and Saturdays rather than 12 Midnight.

Although not covered by an awning, the proposed deck and dining area are consistent in materials, location, and quality as the deck used by Topaz Restaurant. It was reported at the public hearing that the vast majority of condo owner/residents in the 540 Village Center building support both the outdoor deck and extended hours of operation. No police reports have been filed related to the extended hours of operation.

<u>It is our recommendation</u>: that the Board concurs with the Plan Commission and directs staff to prepare an Ordinance approving the special use request.

D. Plan Commission Recommendation – Braemoor PUD Amendment

Please find attached a letter from the Plan Commission regarding its

- 5 - April 8, 2011

recommendation not to amend the Braemoor Planned Unit Development to increase the floor area ratio from 0.2 to 0.25 for Braemoor Units 1 and 2. The Braemoor PUD is located south of 83rd Street between County Line Road and Madison Street.

The Braemoor PUD restricts floor area to 20% of the lot area consistent with most other zoning districts and single-family residential subdivisions in the Village. However, it was noted during the consideration of two different zoning variations in 2010 that many of the homes in Braemoor were built prior to the creation of a floor area limit and that some of these homes exceed the permitted floor area. It was also noted that the adjacent Parkview Subdivision allows floor area to be 25% of the lot area. These two factors led the Plan Commission to request authorization from the Board of Trustees to consider an amendment to the Braemoor PUD allowing a floor area of 0.25 rather than the existing floor area of 0.2.

There were a dozen or more residents at the public hearing most of whom spoke against the amendment. The Plan Commission concluded that if a majority of the residents do not want an increased FAR, that the Village should not amend the PUD.

<u>It is our recommendation</u>: that the Board concurs with the Plan Commission and directs staff to withdraw this petition from further consideration.

E. Phase III Professional Services for 91st Street LAPP Project

The Village has been awarded \$123K in STP grant funds to resurface 91st Street between Madison Street and County Line Road (excepting the portions that were reconstructed by the County in 2007). Federally funded projects must comply with complex Federal documentation regulations and construction oversight in order for the project to be processed for payment. Federally funded projects also require full-time construction supervision (a construction manager must be on-site at all times when work is underway).

The 91st Street LAPP project is scheduled to commence in June, 2011, which will be concurrent with the 2011 Road Program (which will be supervised by Village Engineering staff). Also simultaneously, the Engineering Division will be preparing contract documents for the annual striping program, crackfilling program, and concrete program, and will be performing construction observation, plan review, and bond inspections for all private construction work occurring within the Village limits, as well as responding to service requests and overseeing the general operations of the Public Works Department.

Due to the number of conflicting projects scheduled for this construction season, it is recommended that consulting services be utilized for the Phase III Construction Engineering of this project. The FY 11-12 Budget includes \$22,000 for Construction Engineering and material testing

- 6 - April 8, 2011

services.

The Village has solicited Phase III Engineering proposals from qualified professionals in accordance with the State QBS (Qualification Based Since this project is federally funded, it was Selection) statues. particularly important to identify whether applicants had adequate experience processing federally-funded projects. The Village solicited proposals from three qualified candidates, Burns & McDonnell, The Thomas Engineering Group, and Engineering Resource Associates. Two proposals were received, from the Thomas Engineering Group and Engineering Resource Associates. The least expensive proposal was submitted by Engineering Resource Associates, who was also determined to be the most qualified firm based upon experience with the County's project on 91st Street in 2007. Therefore, the Engineering Division recommends approval of the Phase III Contract to Engineering Resource Associates, in the amount of \$20,801 (proposal includes material testing). Following approval by the Village Board, the approved proposal will be presented to IDOT.

<u>It is our recommendation</u>: that a contract for Phase III Professional Services for the 91st Street LAPP Project be awarded to Engineering Resource Associates in the amount of \$20,801 be approved.

F. Contract for Chasemoor Lift Station SCADA Improvements

The 2010-11 Budget includes \$40,000.00 for the control panel and SCADA upgrade of the Chasemoor sanitary sewer lift station. The Village possesses three (3) sanitary sewer lift stations, two of which have SCADA systems which enable the Village to be alerted to problems that occur; the Chasemoor lift station is the last needing to be upgraded to SCADA. The ability to instantly know when a problem occurs is extremely important and can help prevent sewage backups and the damage to both private property and the environment that is associated with sewage backups. Some of the parameters that would be monitored for the lift station are high wastewater levels, backup float control activation, pump failure, data failure (SCADA) and power failure. The Chasemoor lift station upgrade project includes the replacement of the existing control panel and electrical circuit breakers and the installation of current technology equipment with SCADA alarm capability. The new control panel will be installed in an above ground location; the existing control panel is below ground in a vault that requires confined space procedures to enter. This work also includes the installation of an exterior lift station condition indicator light. Computer integration will be accomplished under a separate contract with Mr. William Schmitz of Automatic Control Services who has installed and integrated all previous computer controls and SCADA system alarms.

The attached quotes for this work are the lowest that were received (see attachments). The lowest quote obtained was from OKEH Electric Company, of Arlington Heights, in the amount of \$47,000. This figure

- 7 - April 8, 2011

includes the cost of all parts, equipment and labor to complete this project and is \$7,000 over the budgeted amount. However, sufficient funds are available in the Sewer Fund to cover this additional cost.

This budget overrun is due primarily to cost increases for the proprietary lift station control equipment that is manufactured by Metropolitan Industries. In order to achieve uniformity in control panel functionality and operational use, it is highly recommended that this lift station conform to installations that currently exist at the Village's two other lift stations.

<u>It is our recommendation</u>: that a contract for the electrical upgrades of the control panel and SCADA upgrade of the Chasemoor sanitary sewer lift station be awarded to OKEH Electric Company in the amount not to exceed \$47,000 and that work be scheduled to begin at the contractor's earliest convenience.

G. Proclamation - Motorcycle Awareness Month

The Village received an email from Eneyda Rodriguez, Assistant Public Relations Coordinator for A.B.A.T.E. (A Brotherhood Aimed Toward Education) of Illinois-South Suburban Chapter, requesting that the Village approve a Proclamation (enclosed) designating the month of May 2010 as "Motorcycle Awareness Month." A.B.A.T.E.'s goal is to raise awareness levels in all motorists that motorcyclists are returning to the roads and highways in greater number and, to this end, the organization is gaining support through Proclamations issued by local, county and state governments.

<u>It is our recommendation:</u> that the Proclamation be approved.

H. Proclamation - Arbor Day Week

Attached is a Proclamation designating April 24 to April 30, 2011, as "Arbor Day Week" in the Village of Burr Ridge. Our annual Arbor Day Program will be held at Gower School on Friday, April 29.

<u>It is our recommendation</u>: that the Proclamation be approved.

I. Approval of Vendor List

Enclosed is the Vendor List in the amount of \$82,105.11 for all funds, plus \$180,671.98 for payroll, for a grand total of \$262,777.09. The Vendor List includes the following special amount:

• \$19,175.76 – HDR Engineering for Phase 2 Madison/Joliet Road intersection engineering

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

- 8 - April 8, 2011

LEGAL NOTICE VILLAGE OF BURR RIDGE

The Village of Burr Ridge, Illinois hereby provides:

Notice of Availability of Budget

and Public Inspection

and Notice of Public Hearing

A public hearing on the Village of Burr Ridge Fiscal Year 2011-12 Budget will be held at 7:00 p.m. on Monday April 11, 2011 at the Village Hall, 7660 South County Line Road, Burr Ridge, Illinois. The Board of Trustees will consider adoption of the Budget for Fiscal Year 2011-12 as follows:

	Revenues	Expenditures
General Fund	\$7,804,470	\$7,772,705
E-911 Fund	81,290	213,175
Motor Fuel Tax Fund	331,960	331,960
Hotel/Motel Tax Fund	393,950	385,955
Capital Improvements Fund	753,900	1,270,300
Sidewalks/Pathway Fund	65,000	231,475
Equipment Replacement Fund	97,250	228,405
Stormwater Management Fund	26,820	11,125
Debt Service Fund	795,635	687,830
Water Fund	3,660,040	3,911,210
Sewer Fund	313,010	266,865
Information Technology Fund	272,305	253,345
Police Pension Fund	1,062,230	599,350
Total Expenditures	\$15,657,860	\$16,163,700

The Village of Burr Ridge, Illinois tentative Budget for Fiscal Year 2011-12 has been made available for public inspection at the Village Hall during regular business hours.

Published in the Suburban Life, April 1, 2011

PRESIDENT'S BUDGET MESSAGE

Budget Highlights

The Village Board has reviewed Staff's proposed budget in detail at a workshop held on March 14. As a result, a few changes have been made (see attached report) and the Budget is now in final form. The total FY 11-12 Expenditure Budget, including transfers, amounts to \$16,163,700.

General Fund

After considerable cost cutting and no new taxes or fees, the FY 11-12 General Fund Budget reflects a surplus of \$31,765.

Revenues

Revenues for the FY 11-12 General Fund are projected to be \$7,804,470, which is \$108,595 or 1.4% less than the FY 10-11 Budget of \$7,913,065.

Expenditures

The FY 11-12 Expenditures Budget is \$7,772,705, which is \$128,650 or 1.6% less than the FY 10-11 Expenditure Budget of \$7,901,355.

Special Revenue Funds

E-9-1-1 Fund

The E-9-1-1 Fund was established in FY 88-89. FY 11-12 surcharge revenues, based upon \$.60 per month access lines, are estimated to be \$68,440. The total revenue in the E-9-1-1 Fund for FY 11-12 is projected to be \$81,290. Expenditures for FY 11-12 are estimated at \$213,175 with \$170,100 set aside for future Capital Expenditures by the Burr Ridge Police Department, the Tri-State Fire Protection District and the Pleasantview Fire Protection District.

MFT Fund

The FY 11-12 MFT Fund Budget includes a transfer of \$331,710 to the Capital Improvements Fund to help fund the 2011 Road Program. This transfer represents the available funds expected to be approved by IDOT (Illinois Department of Transportation) for the 2011 Road Program.

Hotel/Motel Tax Fund

This year the Hotel/Motel tax will generate \$393,220. The majority of this revenue will be used to fund the marketing plan for Burr Ridge hotels and pay for gateway landscape maintenance.

Capital Projects Funds

Capital Improvements Fund

All non-enterprise fund capital improvements are expensed out of the Capital Projects Fund. With this in mind, revenues will come from grants and transfers from other funds. The total FY 11-12 Capital Improvements Budget is \$1,270,300, which includes the cost of the 2011 Road Program in the amount of \$347,800.

Sidewalk/Pathway Improvement Fund

The FY 11-12 Sidewalk/Pathway Budget includes expenditures in the amount of \$231,475, which includes \$159,000 for projects and \$40,000 for annual maintenance. A fund balance of \$622,208 is estimated to exist at the end of FY 11-12.

Capital Equipment Replacement Fund

The Capital Equipment Replacement Fund was established in FY 91-92. This fund currently has a beginning fund balance of \$857,239 and it is anticipated that it will have an ending fund balance at the end of FY 11-12 of \$726,084.

Stormwater Management Fund

In FY 08-09, a new Stormwater Management Fund was established to better account for stormwater-related revenues and expenditures. The Fund currently has a beginning fund balance of \$49,922 and it is anticipated that it will have an ending fund balance at the end of FY 11-12 of \$65,617. Due to budget constraints, no new projects are included in the FY 11-12 Budget.

Debt Service Fund

The Debt Service Fund for FY 11-12 includes the payment of principal and interest on G.O. Bond Series 2003 (refinanced 1996 in the amount of \$500,715) and the Hotel/Motel Tax Fund installment loan for gateway beautification in the amount of \$45,910. The principal and interest on the Police Facility Debt Certificate in 2011 is \$132,415.

Water Fund

The Water Fund Budget shows a deficit in the amount of \$251,170. Projected revenues for the Water Fund in FY 11-12 are \$3,660,040 or 2.6% less than the FY 10-11 Budget and \$366,760 or 11.1% more than the FY 10-11 estimated actual of \$3,293,280. The FY 11-12 Expenditure Budget amounts to \$3,911,210 and is \$20,085 or 0.5% less than the FY 10-11 Budget. No water rate increase is budgeted this fiscal year.

Sewer Fund

The Sewer Fund was established to maintain the sewer system in the Cook County portion of the Village. Revenues in the amount of \$313,010 are projected for FY 11-12, with expenditures in the amount \$266,865, leaving a surplus in FY 11-12 of \$46,145.

Information Technology Fund

The Information Technology Fund was established in FY 96-97 to account for all costs related to delivery of information services to the internal departments of the Village. FY 11-12 revenues are estimated at \$272,305, which is comprised primarily of Transfers from the General, Water, and Sewer Funds. FY 11-12 Expenditures are estimated at \$253,345.

Police Pension Fund

The FY 11-12 Police Pension Fund revenues are estimated at \$1,062,230, of which \$564,520 is projected to be collected from property taxes. Total pension/disability payments equal \$550,490, which is \$9,330 more than budgeted in FY 10-11. Pension/disability payments include four police officers on permanent disability, six retirees and one survivor spouse. Total Police Pension Fund expenditures equal \$599,350.

Details of each Budget are included in the Budget document. Are there any questions?

SA

REGULAR MEETING

MAYOR AND BOARD OF TRUSTEES, VILLAGE OF BURR RIDGE, IL

March 28, 2011

<u>CALL TO ORDER</u> The Regular Meeting of the Mayor and Board of Trustees of March 28, 2011 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 Trustee Paveza.

<u>PLEDGE OF ALLEGIANCE</u> was conducted by Julia Kolosa of Pleasantdale Elementary School.

ROLL CALL was taken by the Village Clerk and the results denoted the following present: Trustees Sodikoff, Grela, Paveza, Allen, & DeClouette. Absent was Trustee Wott & Mayor Grasso. Also present were Village Administrator Steve Stricker, Police Chief John Madden, Public Works Director Paul May, Community Development Director Doug Pollock, and Village Clerk Karen Thomas.

There being a quorum, the meeting was open to official business.

AUDIENCE There were none at this time.

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

On Roll Call, Vote Was:

AYES:

5 – Trustees Grela, Allen, Paveza, DeClouette, Sodikoff

NAYS:

0 - None

ABSENT:

1 – Trustee Wott

There being five affirmative votes, the motion carried.

APPROVAL OF REGULAR MEETING OF MARCH 14, 2011 were approved for publication under the Consent Agenda by Omnibus Vote.

APPROVAL OF BUDGET WORKSHOP OF MARCH 14, 2011 were approved for publication under the Consent Agenda by Omnibus Vote.

RECEIVE AND FILE (DRAFT) ECONOMIC DEVELOPMENT COMMITTEE MEETING
OF MARCH 15, 2011 were noted as received and filed under the Consent Agenda by
Omnibus Vote.

RECEIVE AND FILE (DRAFT) PLAN COMMISSION MEETING OF MARCH 21, 2011 were noted as received and filed under the Consent Agenda by Omnibus Vote.

ORDINANCE GRANTING A VARIATION FROM THE VILLAGE OF BURR RIDGE ZONING ORDINANCE TO REDUCE THE REQUIRED LOT WIDTH FOR A DRIVEWAY GATE (V-01-2011: 15W151 87TH STREET (WEBB) The Board, under the Consent Agenda by Omnibus Vote, approved the Ordinance granting a variation from the Village of Burr Ridge Zoning Ordinance to reduce the required lot width for a driveway gate (V-01-2011: 15W151 87th Street (Webb).

THIS IS ORDINANCE NO. A-834-07-11.

RESOLUTION REGARDING MFT FUNDS FOR THE 2011 ROAD PROGRAM (RESURFACING) The Board, under the Consent Agenda by Omnibus Vote, adopted the Resolution regarding MFT Funds for the 2011 Road Program.

THIS IS RESOLUTION NO. R-05-11.

RECOMMENDATION TO AWARD CONTRACT FOR PROFESSIONAL SERVICES (LAND ACQUISITION FOR MADISON / NORTH FRONTAGE ROAD TRAFFIC IMPROVEMENTS) The Board, under the Consent Agenda by Omnibus Vote, awarded the contract for ROW acquisition professional services to Mathewson Right-of-Way Company in the amount of \$4,500 plus reimbursable costs.

PLAN COMMISSION RECOMMENDATION TO APPROVE SPECIAL USE TO ALLOW OUTSIDE, OVERNIGHT STORAGE OF TRUCKS AND COMMERCIAL VEHICLES IN EXISTING PARKING LOT (Z-01-2011: 7521 BRUSH HILL ROAD – GE) The Board, under the Consent Agenda by Omnibus Vote, directed staff to prepare an Ordinance approving special use to allow outside, overnight storage of trucks and commercial vehicles in an existing parking lot (Z-01-2011: 7521 Brush Hill Road – GE).

REQUEST FROM PLAN COMMISSION TO HOLD A PUBLIC HEARING FOR ANNUAL ZONING ORDINANCE UPDATESThe Board, under the Consent Agenda by Omnibus Vote, directed staff to schedule the public hearing for the annual Zoning Ordinance update.

<u>RECOMMENDATION TO AWARD CONTRACT FOR AUDITING SERVICES – SIKICH GARDNER & CO. LLP</u> The Board, under the Consent Agenda by Omnibus Vote, approved the proposal for auditing services with Sikich Gardner & Co. LLP on a year-to-year basis through fiscal year 2014 – 2015, with the understanding that the Village can seek alternative proposals prior to the beginning of each audit cycle, if desired.

RECOMMENDATION TO AWARD CONTRACT FOR INSTALLATION OF PUMP CENTER FLOW METERS

The Board, under the Consent Agenda by Omnibus Vote, awarded the contract for the purchase of two (2) 16" Krohns Environag Flowmeters from the Water 9665

Products Company of Aurora, Illinois for the amount of \$15,744 and approved the installation contract with GENCO Industries, Inc. of Crestwood, Illinois in the amount of \$13,780.

RECOMMENDATION TO AWARD CONTRACT FOR WELL 5 IMPROVEMENTS The Board, under the Consent Agenda by Omnibus Vote, awarded the contract to OKEH Electric Company of Arlington Heights, Illinois for the electrical upgrades of Well No. 5 in the amount of \$8,789.00 with the work scheduled to begin at the contractor's earliest convenience.

RATIFICATION OF UNION CONTRACT WITH METROPOLITAN ALLIANCE OF POLICE (SERGEANTS AND CORPORALS)

The Board, under the Consent Agenda by Omnibus Vote, ratified the Union Contract with Metropolitan Alliance of Police (Sergeants and Corporals) and authorized the Mayor to sign it.

RECOMMENDATION TO ORDER SUV SQUAD CAR (INCLUDED IN FY 11-12 BUDGET; FOR DELIVERY AFTER MAY 1, 2011) The Board, under the Consent Agenda by Omnibus Vote, approved the request to order one squad car for delivery after May 1, 2011 at the state purchase price of \$26,244 from Landmark Ford, Springfield, IL.

HOTEL MARKETING COMMITTEE RECOMMENDATION TO TERMINATE THE SERVICES OF ADCOM COMMUNICATIONS AND ENGAGE THE SERVICES OF BOOST COMMUNICATIONS FOR HOTEL MARKETING / COMMUNICATION PURPOSES The Board, under the Consent Agenda by Omnibus Vote, approved the termination of Adcom Communications and the hiring of Boost Communications for Hotel Marketing / Communications.

RECEIVE AND FILE RESIGNATION LETTER FROM GENERAL UTILITY WORKERMICHAEL KURTH The Board, under the Consent Agenda by Omnibus Vote, noted the resignation letter from General Utility Worker Michael Kurth as received and filed.

RECOMMENDATION TO AUTHORIZE PUBLIC WORKS DIRECTOR TO FILL VACANCY FOR THE POSITION OF GENERAL UTILITY WORKER II WITH TWO PERMANENT PART-TIME EMPLOYEES The Board, under the Consent Agenda by Omnibus Vote, authorized the Public Works Director to fill the full-time position left vacant by the resignation of General Utility Worker Michael Kurth with two permanent part-time employees, with their salaries split between the Water Fund and General Fund.

RECEIVE AND FILE RESIGNATION LETTER FROM CODE ENFORCEMENT OFFICER KAREN KING The Board, under the Consent Agenda by Omnibus Vote, noted the resignation letter from Code Enforcement Officer Karen King as received and filed.

RECOMMENDATION TO AUTHORIZE COMMUNITY DEVELOPMENT DIRECTOR TO FILL VACANCY FOR THE POSITION OF PART-TIME CODE ENFORCEMENT

OFFICER The Board, under the Consent Agenda by Omnibus Vote, authorized the Community Development Director to fill the part-time vacancy of Code Enforcement Officer.

REQUEST FOR RAFFLE LICENSE AND HOSTING FACILITY LICENSE FOR THE GOWER FOUNDATION FOR EXCELLENCE IN EDUCATION IN CONJUNCTION WITH THE DISTRICT'S "20 TO WIN" FUNDRAISING RAFFLE TO BE CONDUCTED DURING THE MONTH OF MAY 2011

The Board, under the Consent Agenda by Omnibus Vote, approved the issue of a raffle and chance license for the Gower Foundation for Excellence in Education for its May 2011 raffle, with the fidelity bond waived, and that Gower School District 62 be licensed to host the drawings at the Administrative Offices.

<u>PROCLAMATION DESIGNATING APRIL 10–16, 2011, AS "NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK"</u> The Board, under the Consent Agenda by Omnibus Vote, approved the Proclamation designating April 10 – 16, 2011 as "National Public Safety Telecommunicators week.

<u>VOUCHERS</u> in the amount of \$278,224.58 for the period ending March 28, 2011 and payroll in the amount of \$179,619.18 for the period ending March 19, 2011 were approved for payment under the Consent Agenda by Omnibus Vote.

PRESENTATION OF ANNUAL EMERALD ASH BORER REPORT

Public Works Director Paul May provided general information on the Emerald Ash Borer (EAB) and explained how it infests and kills Ash Trees. Mr. May stated that in Burr Ridge, there are 2,232 public ash trees and infestation was found in the Village in 2008 in the Heatherfields Subdivision. Mr. May stated that a treatment program for the infestation was initiated by the Village in 2009. The treatment was chosen over the removal of the trees as it is a more economical approach and allows for the preservation of the trees.

Mr. May stated that 545 trees were treated for the EAB and only 15 required removal. The areas with the highest Ash Tree population are Highland Fields, Heatherfields, Devon Ridge, Enclave, Fieldstone, Madison Club, Chestnut Hills, and Todor Court.

Mr. May showed a map projecting the spread of infestation with the epi-center at Plainfield Road and Interstate 294, the original infestation site. Mr. May explained that the EAB moves about ½ mile per year and if a tree is removed during the flight season, the beetle will move to the next tree which results in the rate of spread advancing to 1 mile per year.

Mr. May stated there are two treatment methods, injection or root drench and the root drench treatment method was chosen by the Village since it is economical and shown to provide effective

results. The Village has used Kramer Tree Specialists for the treatment program due to their economical and consistent pricing.

Mr. May discussed EAB treatment on private properties and he explained that there are approximately 300 untreated, infested trees that must be removed from 80 properties. Mr. May noted that the affected trees have been tagged with an orange marking and the homeowners were notified with a door-hanger and a letter. Mr. May explained that the Village Ordinance requires tree removal prior to the flight season.

Mr. May explained that homeowners can opt to preventatively treat their trees with either the injection or root drench method with injection being the more effective method for larger trees. Mr. May noted that the Village web site contains information on all aspects of the EAB.

Mr. May concluded by noting that there is evidence the treatment program is working due to the small number of trees requiring removal as well as the evidence of dead beetles located under the bark of the treated trees.

Trustee Allen questioned if surrounding communities are enacting treatment programs and in response, Mr. May indicated that Burr Ridge is one of the few communities undergoing a treatment program and other communities are opting to wait and remove the trees when they are dead.

RECOMMENDATION TO APPROVE EMERALD ASH BORER TREATMENT CONTRACT

<u>Motion</u> was made by Trustee Sodikoff and seconded by Trustee DeClouette to award the contract for the Emerald Ash Borer treatment to Kramer Tree Specialists at the rate of \$2.50 per diameter-inch in an amount not to exceed \$28,000.

On Roll Call, Vote Was:

AYES:

5 – Trustees Sodikoff, DeClouette, Grela, Allen, Paveza

NAYS:

0 - None

ABSENT:

1 – Trustee Wott

There being five affirmative votes, the motion carried.

OTHER CONSIDERATIONS and encouraged everyone to vote.

Trustee Paveza reminded the public of the election on April 5th

Trustee Allen inquired about the status of the property at Plainfield Road and County Line Road. In response, Village Administrator Steve Stricker stated the home is in foreclosure and the bank would

like to repair the damage to the home and eventually sell it as a single family home. Community Development Director Doug Pollock added that a new realtor has assumed the listing and a

dumpster has been placed on the property to allow for clean-up of the debris. Mr. Pollock said an interior demolition permit will be issued to begin repair of the interior.

AUDIENCE There were none at this time.

Burr Ridge, Illinois

REPORTS AND COMMUNICATIONS FROM VILLAGE OFFICIALS

There were none at this time.

ADJOURNMENT Motion was made by Trustee Allen and seconded by Trustee Paveza that the Regular Meeting of March 28, 2011 be adjourned.

On voice vote the motion carried and the meeting was adjourned at 7:30 p.m.

	Where there is no summusion occurred other than the	 •	in the minutes, thi
Karen J. Thomas Village Clerk			

APPROVED BY the President and Board of Trustees this _____ day of _____, 2011.

5B

Burr Ridge Veterans Memorial Committee Meeting Minutes Meeting of Wednesday, February 23, 2011 - 4:00 P.M.

1. Meeting called to order by Chairman Leonard Ruzak at 4:00 P.M.

2. Roll call:

- -Present in addition to Chairman Leonard Ruzak, John Curin, Warren Kubistal and Andy Anderson. Excused: Jack Schaus.
- 3. Minutes of the previous meeting of January 26, 2011, were read. Motion to accept minutes by Warren Kubistal; second by John Curin. Motion carried.
- 4. Financial report was given by Leonard Ruzak in the absence of Treasurer Jack Schaus. New balance is \$41,420.31. Motion to accept Treasurer's report by Warren Kubistal; second by John Curin. Motion carried.

5. Old business:

- -John Curin reported he called Adolph Funeral Home regarding a time capsule. He is waiting for their return call. John will also check on a drill team and band for our next event planned for Armed Forces Day, May 21, 2011.
- -Leonard Ruzak reported insurance on the Memorial construction is covered by the Village insurance policy.
- -Leonard Ruzak has been in discussion with Village officials on the name change of 77th Street (from County Line Road to Hamilton Avenue) to Memorial Drive.
- -Yew shrubs for the wall can be discussed after the weather warms up.
- -Leonard Ruzak has been checking prices for light bulb replacement.

6. New business:

- -Jack Schaus is proceeding on a newspaper ad thanking all Memorial donors.
- -The large opening at the base of the benches was discussed.
- -New stationery and letterheads will be ordered with the corrected address.
- -An alternate member of our committee was discussed.

7. General discussion:

-On March 2, 2011, from 1:00 P.M. to 6:00 P.M. the Burr Ridge Business Expo will be held at Ashton Place.

8. Adjournment:

Motion by John Curin to adjourn at 4:55 P.M.; second by Warren Kubistal. Motion carried. Next meeting March 30, 2011, at 4:00 P.M.

DRAFT



PLAN COMMISSION/ZONING BOARD OF APPEALS

VILLAGE OF BURR RIDGE

MINUTES FOR REGULAR MEETING OF

APRIL 4, 2011

1. ROLL CALL

The Regular Meeting of the Plan Commission/Zoning Board of Appeals was called to order at 7:34 P.M. at the Village Hall, 7660 County Line Road, Burr Ridge, Illinois, by Chairman Trzupek.

ROLL CALL was noted as follows:

PRESENT: 8- Cronin

8- Cronin, Franzese, Bolos, Manieri, Perri, Stratis, Grunsten, and Trzupek

ABSENT:

0-None

Also present was Community Development Director Doug Pollock.

2. APPROVAL OF PRIOR MEETING MINUTES

A **MOTION** was made by Commissioner Cronin and **SECONDED** by Commissioner Franzese to approve minutes of the March 21, 2011 Plan Commission Meeting.

ROLL CALL VOTE was as follows:

AYES:

6 – Cronin, Franzese, Manieri, Perri, Grunsten, and Trzupek

NAYS:

0 - None

ABSTAIN:

2 – Bolos and Stratis

MOTION CARRIED by a vote of 6-0.

3. PUBLIC HEARINGS

Chairman Trzupek confirmed all those present who plan to speak at the scheduled public hearings.

A. V-02-2011: 230 Devon Drive (Paintsil) – Garage Variation

Mr. Pollock said that the petitioner sent an email withdrawing this petition and that no further action was required of the Plan Commission/Zoning Board of Appeals.

D. Z-05-2011: 51 Shore Drive (Personalization Mall) – Special Use for a Non-Residential Fence

Chairman Trzupek announced that the petitioner has requested a continuance. Mr. Pollock added that he received a letter from the petitioner's attorney indicating he would be out of town and not able to attend today's meeting.

04/04/2011 Regular Meeting Plan Commission/Zoning Board Minutes Page 2 of 8

Chairman Trzupek asked if there was anyone in attendance on this matter. There were none.

A **MOTION** was made by Commissioner Bolos and **SECONDED** by Commissioner Cronin to continue Z-05-2011 to the May 2, 2011 meeting.

ROLL CALL VOTE was as follows:

AYES:

8 – Bolos, Cronin, Franzese, Manieri, Perri, Stratis, Grunsten and Trzupek

NAYS:

0 - None

MOTION CARRIED by a vote of 8-0.

B. Z-03-2011: 510 Village Center Drive (Cooper's Hawk); Special Use for Outdoor Patio and Dining

Mr. Pollock described this petition as follows: The petitioner seeks special use approval to construct an outdoor patio for an existing restaurant. The patio is adjacent to the rear wall of the restaurant and to the intersection of Lincolnshire Drive and Burr Ridge Parkway. The petitioner also seeks renewal of extended hours of operation. The existing and proposed hours would allow the restaurant to stay open to 1 am on Fridays and Saturdays rather than closing at 12 Midnight as required by the PUD.

The petitioner was represented by Dan Bernatek with Aria Group Architects. Mr. Bernatek described the proposed patio addition as follows: the patio is a raised concrete and stone structure with about 1,400 square feet of patio area, 56 seats, a stamped concrete floor, with a perimeter stone veneer and metal railing.

Chairman Trzupek asked about the height of the wall. Mr. Bernatek said on the exterior side the wall varies but its maximum height is about 6 feet from the ground to the top of the wall/railing.

Chairman Trzupek asked for comments from the public.

Mr. Scott Rolston said he is the property manager of the Village Center retail and that he supports the proposed patio addition.

Mr. George Dunlap, 450 Village Center Drive, presented a petition from the condo homeowners. He said that 19 of the condo owner/residents support this request, that 2 oppose the request, and that there were 6 owner/residents that did not respond to the survey.

Mr. Tim McHenry said that he is the founder and owner of Cooper's Hawk Restaurants. He said that they are making an investment in the business with the outdoor patio and that this represents the growth of the restaurant in Burr Ridge.

A resident from 850 Village Center Drive stated that he supports the request and thinks the Village should do more to attract business activity to the Village Center.

04/04/2011 Regular Meeting Plan Commission/Zoning Board Minutes Page 3 of 8

There being no further public comment, Chairman Trzupek asked for comments and questions from the Plan Commission.

In response to questions from Commissioner Cronin, Mr. Bernatek said that the patio would be seasonal and in use from April to September, that he has no intention to use heaters, that music would be kept at low levels and that lighting would be limited to table lamps and small wall lamps.

Commissioner Franzese asked about wall lighting, screening of the gas meters adjacent to outdoor patio area, and about the materials for the railing. In response, Mr. Bernatek said that there would be very low level wall light and that the railing would be laser cut steel. He said they had no plans to provide landscaping around the gas meters. Commissioner Franzese added that the proposed landscaping around the base of the patio was an improvement but that it would benefit the patio if the gas meters were screened with landscaping.

In response to Commissioner Bolos, Mr. Bernatek said that there were no plans for a fire pit or a roof over the patio.

Commissioner Manieri said that he agreed that landscape screening around the gas meters should be provided. He also suggested additional and taller landscaping on the south side of the patio to screen the loading dock and garage entrance for the adjacent building. In response to Commissioner Manieri, Mr. Bernatek said that the furniture and umbrellas would be stored off-site in the winter and that the stone veneer on the patio deck would be material similar to that used for the Topaz deck.

Commissioner Manieri also asked if there had been any problems with the extended hours of operation such as police calls or neighbor complaints. Mr. Pollock said there had been no police calls and no problems reported relative to the extended hours.

Commissioner Perri asked about drainage off the patio. Mr. Bernatek said that water would drain between the raised walls and through the area where the metal railing is located. Commissioner Perri added that he thinks they should consider an overhead awning in the future.

Commissioner Stratis asked if the exterior gates to the patio are locked. Mr. Rolston replied that with the Topaz deck, the Fire District did not allow the gates to be locked and he would expect the same thing for this deck.

Commissioner Grunsten suggested that the plantings be chosen to provide year round yard interest and color.

Chairman Trzupek asked about the floor of the patio. Mr. Bernatek said it would be decorative stamped concrete. Chairman Trzupek asked if the petitioner accepted the conditions recommended by staff. Both Mr. Bernatek and Mr. McHenry said they had no objection to the conditions.

04/04/2011 Regular Meeting Plan Commission/Zoning Board Minutes Page 4 of 8

Both Commissioner Manieri and Chairman Trzupek asked about how the floor of the patio would be installed and how it would be made to wrap around the exterior wall below the metal railings. Mr. Bernatek said that they would pour the concrete and if necessary re-do the vertical area with a thin layer of concrete to give it a finished look. He assured the Commission that this portion of the wall would have a clean, finished appearance.

A **MOTION** was made by Commissioner Manieri and **SECONDED** by Commissioner Cronin to close the public hearing for Z-03-2011.

ROLL CALL VOTE was as follows:

AYES: 7 – Manieri, Cronin, Bolos, Franzese, Perri, Stratis, and Trzupek

NAYS: 0 - None

MOTION CARRIED by a vote of 7-0.

A **MOTION** was made by Commissioner Manieri and **SECONDED** by Commissioner Cronin to recommend to the Board of Trustees the approval of a special use to extend the hours of operation for Cooper's Hawk Restaurant to 1 AM on Fridays and Saturdays as requested by Z-03-2011 and subject to the special use being limited to Cooper's Hawk and the current owners and expiring at such time that Cooper's Hawk and the current owners no longer own and operate the business at 510 Village Center Drive.

ROLL CALL VOTE was as follows:

AYES: 7 – Manieri, Cronin, Bolos, Franzese, Perri, Stratis, and Trzupek

NAYS: 0 - None

MOTION CARRIED by a vote of 7-0.

Commissioner Franzese added that he thinks Cooper's Hawk is a good business for the Village Center and for Burr Ridge and he welcomes their continued investment in the Village.

A **MOTION** was made by Commissioner Manieri and **SECONDED** by Commissioner Bolos to recommend to the Board of Trustees the approval of a special use for outdoor dining as requested by Z-03-2011 subject to the following conditions:

- 1. The outdoor dining area shall be restricted by the same hours of operation as the restaurant.
- 2. All facilities and the configuration of the outdoor dining area shall comply with the submitted plans including but not limited to the number of seats.
- 3. Music and all other amplified sound should be kept to a moderate level so it is not audible from the adjacent residential condos.
- 4. There shall be no text or logos on the umbrellas.
- 5. The door to the dining area shall be self-closing.

- 6. Tables shall be cleaned promptly following use.
- 7. Furniture and umbrellas shall be weighted to prevent their movement in the wind.
- 8. All umbrellas, furniture and other appurtenances shall be stored off-site during the winter season when the patio is not being used for outdoor dining.
- 9. Additional landscaping shall be provided to screen the gas meters located northeast of the patio and to screen the garage entrance area to the southwest of the patio. The final landscaping plan shall be subject to staff review and approval prior to issuance of a permit for the construction of the outdoor patio.

ROLL CALL VOTE was as follows:

AYES:

7 - Manieri, Bolos, Cronin, Franzese, Perri, Stratis, and Trzupek

NAYS:

0 - None

MOTION CARRIED by a vote of 7-0.

C. Z-04-2011: Braemoor Units 1 and 2 PUD - FAR Amendment

Mr. Pollock described this petition as follows: The Braemoor PUD restricts floor area to 20% of the lot area consistent with most other zoning districts and single-family residential subdivisions in the Village. However, it was noted during the consideration of two different variations last year that many of the homes in Braemoor were built prior to the creation of a floor area limit and that some of these homes exceed the permitted floor area. It was also noted that the adjacent Parkview Subdivision allows floor area to be 25% of the lot area. These two factors led the Plan Commission to request authorization from the Board of Trustees to consider an amendment to the Braemoor PUD allowing a floor area of 0.25 rather than the existing floor area of 0.2. Mr. Pollock referenced a table of floor areas for homes in Braemoor and noted that about one-quarter of the homes in Braemoor exceed the 0.2 FAR and that more than half of the homes in Parkview are between 0.21 and 0.25 FAR.

Chairman Trzupek asked for public comments.

Mrs. Nancy Montelbano, 8437 Charleston Drive, said that this area has experienced flooding and stormwater management problems in the past and she is concerned that allowing additional floor area would make this problem worse.

Mr. Dan Pallat, 8532 Heather Drive, said that he has lived at this address for 32 years and he asked why the floor area ratio should be changed now. He said he is not aware of any problems with the existing regulation and that existing non-conforming homes should simply be grandfathered. He expressed his concern that the change would increase density and make the Village more like Hinsdale. Mr. Pallat said that it would be unfair to existing residents to change the FAR at this time. He also agreed that stormwater management and flooding are a reason not to change the FAR.

04/04/2011 Regular Meeting Plan Commission/Zoning Board Minutes Page 6 of 8

Mrs. Dolores Balcunas, 8360 Clynderven asked why this change would be made now after all of the homes have been built. She said that other areas may ask for an increase in FAR if this is approved.

Mr. Tom Needham, 8337 Park Avenue, said the increase in FAR would negatively impact property values and is unfair to longtime residents in the area.

Dr. Osman, 8361 Dolfer Cove, asked if any studies had been done to determine whether there would be negative or positive impact on property values.

Mr. Pollock responded that no studies had been done and that he believes it would be difficult if not impossible to establish a direct link between property values and FAR.

There being no further public comment, Chairman Trzupek asked for comments and questions from the Plan Commission.

Commissioner Grunsten said she was hesitant to move forward without support of the residents as they are ones directly affected by this change.

Commissioner Stratis asked if there was an active Homeowners Association for Braemoor. Mr. Needham responded that there was not. Commissioner Stratis said he is concerned that residents in Braemoor and Parkview are subject to different rules regarding floor area.

Commissioner Perri said that he feels if the residents are happy with the current regulations he sees no reason for a change.

Commissioner Manieri said he is concerned about fairness and how the Village tells one resident they cannot have a 0.25 FAR when a neighbor on the same block is allowed to have a 0.25 FAR.

Commissioner Bolos said that the Plan Commission initiated this change because they thought the residents of the neighborhood would welcome the change. She suggested that the Plan Commission should go with the will of the residents on this matter.

Commissioner Franzese asked if there were objections to the floor area variations that were requested in 2010. Mr. Pollock said he did not recall any objections from residents and if there any they were very few. Other Commissioners concurred. Commissioner Franzese added that the purpose of the public hearing was to gauge the opinion of the residents.

Commissioner Cronin said he is not sure if the residents are more concerned about potential tear downs or about additions to existing houses. He said the purpose of the amendment would be to level the playing field between Parkview and Braemoor.

Mr. Pallat said that leveling the playing field still creates winners and losers. Mr. Needham added that he is concerned about the loss of open space.

04/04/2011 Regular Meeting Plan Commission/Zoning Board Minutes Page 7 of 8

Dr. Osman asked if it would be appropriate to consider a compromise where the FAR would be increased somewhere between 0.2 and 0.25 or where additions would be allowed only if within the existing footprint of the house.

Chairman Trzupek responded that he thought such a compromise would create inconsistencies between properties.

Mr. Datta Sambare, 8448 Park Avenue, said that he was the one who asked for a variation in 2010 to increase his FAR from 0.2 to 0.23. He said he believes it was unfair to him to deny him a higher FAR when there are neighbors in the same area with floor areas that exceed 0.2 FAR.

Dr. Osman suggested that there may be others who want an increase in FAR but do not request a variation.

Chairman Trzupek asked if there were any more comments or questions from the Plan Commission or the public. There were none.

A **MOTION** was made by Commissioner Bolos and **SECONDED** by Commissioner Manieri to close the public hearing for Z-04-2011.

ROLL CALL VOTE was as follows:

AYES:

7 – Bolos, Manieri, Cronin, Franzese, Perri, Stratis, and Trzupek

NAYS:

0 - None

MOTION CARRIED by a vote of 7-0.

A **MOTION** was made by Commissioner Bolos and **SECONDED** by Commissioner Cronin to recommend to the Board of Trustees the denial of Z-04-2011.

ROLL CALL VOTE was as follows:

AYES:

7 – Bolos, Cronin, Franzese, Manieri, Perri, Stratis, and Trzupek

NAYS:

0-None

MOTION CARRIED by a vote of 7-0.

4. CORRESPONDENCE

There was discussion regarding any of the correspondence on the agenda.

5. OTHER CONSIDERATIONS

There were no other considerations.

6. FUTURE SCHEDULED MEETINGS

Mr. Pollock said there were no public hearings scheduled for April 18, 2011 nor any other business scheduled for that meeting.

A **MOTION** was made by Commissioner Perri and **SECONDED** by Commissioner Cronin to cancel the April 18, 2011 meeting.

ROLL CALL VOTE was as follows:

AYES:

8 – Perri, Cronin, Bolos, Franzese, Manieri, Perri, Grunsten, and Trzupek

NAYS:

0 - None

MOTION CARRIED by a vote of 8-0.

7. ADJOURNMENT

A MOTION was made by Commissioner Grunsten and SECONDED by Commissioner Manieri to ADJOURN the meeting at 9:03 p.m. ALL MEMBERS VOTING AYE, the meeting was adjourned at 9:03 p.m.

Respectfully Submitted:

J. Douglas Pollock, AICP

May 2, 2011

ORDINANCE NO.

6A

AN ORDINANCE ADOPTING THE BUDGET FOR ALL CORPORATE PURPOSES OF THE VILLAGE OF BURR RIDGE, DUPAGE AND COOK COUNTIES, ILLINOIS, IN LIEU OF THE APPROPRIATION ORDINANCE, FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2011 AND ENDING ON THE THIRTIETH DAY OF APRIL, 2012

WHEREAS, On April 11, 2011, a public hearing on a proposed budget for all corporate purposes of the Village of Burr Ridge for the fiscal year commencing on the first day of May 2011, was held, pursuant to legal notice published on April 1, 2011, in *The Suburban Life*, a newspaper having a general circulation within the Village of Burr Ridge; and

WHEREAS, April 1, 2011, a copy of said proposed budget was available for public inspection at the Municipal Building of the Village of Burr Ridge during regular business hours;

NOW, THEREFORE, 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: The budget for all corporate purposes of the Village of Burr Ridge, DuPage and Cook Counties, for the fiscal year commencing on the first day of May, 2011 and ending on the thirtieth day of April, 2012, as presented to and approved by the Board of Trustees on April 11, 2011, attached hereto as Exhibit A, and incorporated by reference herein as a public record, is hereby adopted.

<u>Section 2:</u> The Budget Adoption Ordinance is in lieu of the statutory appropriation ordinance, and the following amounts set forth in the Budget for the various corporate purposes shall constitute the aggregate amount of the appropriations for the Village of Burr Ridge, DuPage and Cook Counties, Illinois.

General Fund: Board and Commissions Administration Community Development Finance Central Services Police Public Works Buildings and Grounds	316,565 433,490 466,750 279,500 306,445 4,423,285 1,385,055 161,615
Total General Fund	7,772,705
E-911 Fund Motor Fuel Tax Fund Hotel/Motel Tax Fund Capital Improvements Fund Sidewalks/Pathway Fund Equipment Replacement Fund Storm Water Management Fund Debt Service Fund Water Fund Sewer Fund Information Technology Fund Police Pension Fund	213,175 331,960 385,955 1,270,300 231,475 228,405 11,125 687,830 3,911,210 266,865 253,345 599,350
Total All Funds	16,163,700

Itemization of all revenues and expenditures is attached hereto as Exhibit A.

<u>Section 3:</u> This Ordinance shall be in full force and effect after its passage, approval, and publications in pamphlet form as required by law. The Village clerk is hereby directed and ordered to publish the Ordinance in pamphlet form.

CHIEF FISCAL OFFICER'S CERTIFICATION OF ESTIMATED AND AVAILABLE REVENUE FOR THE VILLAGE OF BURR RIDGE, DU PAGE AND COOK COUNTIES, ILLINOIS, FOR THE FISCAL YEAR BEGINNING MAY 1, 2011 AND ENDING APRIL 30, 2012

I, Steven S. Stricker, do hereby certify than I am the chief fiscal officer of the Village of Burr Ridge, Du Page and Cook Counties Illinois; and further certify that the estimated and available revenues by source and fund, for the Village of Burr Ridge for the fiscal year beginning May 1, 2011 and ending April 30, 2012 are estimated to be as follows:

General Fund Summary

Taxes	Estimated Fund Balance May 1, 2011	4,137,295
Licenses 44,430 Permits And Fees 296,000 Intergovernmental 881,120 Charges For Services 461,030 Fines And Forfeitures 155,000 Cost Recoverable 249,660 Miscellaneous Revenues 332,400 Other 15,000 Transfers 30,000 Estimated Available 11,941,765 E-911 Fund Summary Estimated Fund Balance May 1, 2011 287,172 Estimated Revenue 68,440 Miscellaneous Revenues 12,850 Estimated Available 368,462 Motor Fuel Tax Fund Summary Estimated Fund Balance May 1, 2011 4 Estimated Revenue 1ntergovernmental 329,020 Miscellaneous 2,940	Estimated Revenue	
Permits And Fees 296,000 Intergovernmental 881,120 Charges For Services 461,030 Fines And Forfeitures 155,000 Cost Recoverable 249,660 Miscellaneous Revenues 332,400 Other 15,000 Transfers 30,000 Estimated Available 11,941,765 E-911 Fund Summary Estimated Fund Balance May 1, 2011 287,172 Estimated Revenue 68,440 Miscellaneous Revenues 12,850 Estimated Available 368,462 Motor Fuel Tax Fund Summary Estimated Fund Balance May 1, 2011 4 Estimated Revenue Intergovernmental 329,020 Miscellaneous 2,940	Taxes	5,339,830
Intergovernmental 881,120 Charges For Services 461,030 Fines And Forfeitures 155,000 Cost Recoverable 249,660 Miscellaneous Revenues 332,400 Other 15,000 Transfers 30,000 Estimated Available 11,941,765 E-911 Fund Summary 287,172 Estimated Revenue 68,440 Charges For Services 68,440 Miscellaneous Revenues 12,850 Estimated Available 368,462 Motor Fuel Tax Fund Summary Estimated Fund Balance May 1, 2011 4 Estimated Revenue 1ntergovernmental 329,020 Miscellaneous 2,940	Licenses	44,430
Charges For Services 461,030 Fines And Forfeitures 155,000 Cost Recoverable 249,660 Miscellaneous Revenues 332,400 Other 15,000 Transfers 30,000 Estimated Available 11,941,765 E-911 Fund Summary 287,172 Estimated Fund Balance May 1, 2011 287,172 Estimated Revenue 68,440 Miscellaneous Revenues 12,850 Estimated Available 368,462 Motor Fuel Tax Fund Summary 2 Estimated Fund Balance May 1, 2011 4 Estimated Revenue 329,020 Intergovernmental 329,020 Miscellaneous 2,940	Permits And Fees	296,000
Fines And Forfeitures 155,000 Cost Recoverable 249,660 Miscellaneous Revenues 332,400 Other 15,000 Transfers 30,000 Estimated Available 11,941,765 E-911 Fund Summary 287,172 Estimated Fund Balance May 1, 2011 287,172 Estimated Revenue 68,440 Miscellaneous Revenues 12,850 Estimated Available 368,462 Motor Fuel Tax Fund Summary 2 Estimated Fund Balance May 1, 2011 4 Estimated Revenue 329,020 Intergovernmental 329,020 Miscellaneous 2,940	Intergovernmental	881,120
Cost Recoverable 249,660 Miscellaneous Revenues 332,400 Other 15,000 Transfers 30,000 Estimated Available 11,941,765 E-911 Fund Summary 287,172 Estimated Fund Balance May 1, 2011 287,172 Estimated Revenue 68,440 Miscellaneous Revenues 12,850 Estimated Available 368,462 Motor Fuel Tax Fund Summary 2 Estimated Fund Balance May 1, 2011 4 Estimated Revenue 329,020 Intergovernmental 329,020 Miscellaneous 2,940	Charges For Services	461,030
Miscellaneous Revenues 332,400 Other 15,000 Transfers 30,000 Estimated Available 11,941,765 E-911 Fund Summary 287,172 Estimated Fund Balance May 1, 2011 287,172 Estimated Revenue 68,440 Miscellaneous Revenues 12,850 Estimated Available 368,462 Motor Fuel Tax Fund Summary 2 Estimated Fund Balance May 1, 2011 4 Estimated Revenue 329,020 Intergovernmental 329,020 Miscellaneous 2,940	Fines And Forfeitures	155,000
Other Transfers 30,000 Estimated Available 11,941,765 E-911 Fund Summary Estimated Fund Balance May 1, 2011 287,172 Estimated Revenue Charges For Services 68,440 Miscellaneous Revenues 12,850 Estimated Available 368,462 Motor Fuel Tax Fund Summary Estimated Fund Balance May 1, 2011 4 Estimated Revenue Intergovernmental 329,020 Miscellaneous 2,940	Cost Recoverable	249,660
Transfers 30,000 Estimated Available 11,941,765 E-911 Fund Summary Estimated Fund Balance May 1, 2011 287,172 Estimated Revenue Charges For Services 68,440 Miscellaneous Revenues 12,850 Estimated Available 368,462 Motor Fuel Tax Fund Summary Estimated Fund Balance May 1, 2011 4 Estimated Revenue Intergovernmental 329,020 Miscellaneous 2,940	Miscellaneous Revenues	332,400
E-911 Fund Summary Estimated Fund Balance May 1, 2011 287,172 Estimated Revenue Charges For Services 68,440 Miscellaneous Revenues 12,850 Estimated Available 368,462 Motor Fuel Tax Fund Summary Estimated Fund Balance May 1, 2011 4 Estimated Revenue Intergovernmental 329,020 Miscellaneous 2,940	Other	15,000
E-911 Fund Summary Estimated Fund Balance May 1, 2011 287,172 Estimated Revenue Charges For Services 68,440 Miscellaneous Revenues 12,850 Estimated Available 368,462 Motor Fuel Tax Fund Summary Estimated Fund Balance May 1, 2011 4 Estimated Revenue Intergovernmental 329,020 Miscellaneous 2,940	Transfers	30,000
Estimated Fund Balance May 1, 2011 287,172 Estimated Revenue Charges For Services 68,440 Miscellaneous Revenues 12,850 Estimated Available 368,462 Motor Fuel Tax Fund Summary Estimated Fund Balance May 1, 2011 4 Estimated Revenue Intergovernmental 329,020 Miscellaneous 2,940	Estimated Available	11,941,765
Estimated Fund Balance May 1, 2011 287,172 Estimated Revenue Charges For Services 68,440 Miscellaneous Revenues 12,850 Estimated Available 368,462 Motor Fuel Tax Fund Summary Estimated Fund Balance May 1, 2011 4 Estimated Revenue Intergovernmental 329,020 Miscellaneous 2,940	F-911 Fund Summary	
Charges For Services 68,440 Miscellaneous Revenues 12,850 Estimated Available 368,462 Motor Fuel Tax Fund Summary Estimated Fund Balance May 1, 2011 4 Estimated Revenue Intergovernmental 329,020 Miscellaneous 2,940		287,172
Miscellaneous Revenues 12,850 Estimated Available 368,462 Motor Fuel Tax Fund Summary Estimated Fund Balance May 1, 2011 4 Estimated Revenue Intergovernmental 329,020 Miscellaneous 2,940	Estimated Revenue	
Estimated Available Motor Fuel Tax Fund Summary Estimated Fund Balance May 1, 2011 Estimated Revenue Intergovernmental Miscellaneous 368,462 4 24	Charges For Services	68,440
Motor Fuel Tax Fund Summary Estimated Fund Balance May 1, 2011 4 Estimated Revenue Intergovernmental 329,020 Miscellaneous 2,940	Miscellaneous Revenues	12,850
Estimated Fund Balance May 1, 2011 4 Estimated Revenue Intergovernmental 329,020 Miscellaneous 2,940	Estimated Available	368,462
Estimated Fund Balance May 1, 2011 4 Estimated Revenue Intergovernmental 329,020 Miscellaneous 2,940		
Estimated Revenue Intergovernmental 329,020 Miscellaneous 2,940		4
Intergovernmental329,020Miscellaneous2,940	Estimated Fund Balance May 1, 2011	4
Miscellaneous2,940	Estimated Revenue	
	Intergovernmental	329,020
Estimated Available 331,964	Miscellaneous	2,940
	Estimated Available	331,964

Hotel/Motel Tax Fund Summary Estimated Fund Balance May 1, 2011	91,004
Estimated Revenue Taxes Miscellaneous Revenues Other	393,220 730 0
Estimated Available	484,954
Capital Improvement Fund Summary Estimated Fund Balance May 1, 2011 Estimated Revenue	810,669
Intergovernmental Miscellaneous Revenues Other Transfers	240,000 182,190 0 331,710
Estimated Available	1,564,569
Sidewalk/Pathway Fund Summary Estimated Fund Balance May 1, 2011	788,683
Estimated Revenue Intergovernmental Miscellaneous Revenues	0 65,000
Estimated Available	853,683
Equipment Replacement Fund Summary Estimated Fund Balance May 1, 2011	857,239
Estimated Revenue Miscellaneous Revenues Transfers	32,670 64,580
Estimated Available	954,489

Storm Water Management Fund Estimated Fund Balance May 1, 2011	49,922
Estimated Revenue Miscellaneous Revenues Transfers	26,820 0
Estimated Available	76,742
<u>Debt Service Fund Summary</u> Estimated Fund Balance May 1, 2011	2,996,457
Estimated Revenue Taxes Intergovernmental Miscellaneous Revenues Other Transfers	500,715 46,345 110,160 92,500 45,915
Estimated Available	3,792,092
Water Fund Summary Estimated Fund Balance May 1, 2011	3,661,106
Estimated Revenue Charges For Services Miscellaneous Revenues	3,466,440 193,600
Estimated Available	7,321,146
Sewer Fund Summary Estimated Fund Balance May 1, 2011	1,581,116
Estimated Revenue Charges For Services Miscellaneous Revenues	254,260 58,750
	1,894,126

	Information Technology Fund Summary	
	Estimated Fund Balance May 1, 2011	117,235
	Estimated Revenue	
	Miscellaneous Revenues	2,200
	Transfers	270,105
	Estimated Available	389,540
	Police Pension Fund Summary	
	Estimated Fund Balance May 1, 2011	10,764,575
	Estimated Revenue	
	Miscellaneous Revenues	1,062,230
	Estimated Available	11,826,805
		Village Administrator
ATTEST:		

	Village Clerk	



ORDINANCE ANNEXING CERTAIN PROPERTY (SURROUNDED TERRITORY)

Be It Ordained by the Mayor and Board of Trustees of the Village of Burr Ridge, Cook and DuPage Counties, Illinois:

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

- (a) The territory described in Section 2 of this Ordinance (the "Territory") contains less than sixty (60) acres and is wholly bounded by the Village of Burr Ridge.
- (b) Such territory is not within the corporate limits of any municipality, but is contiguous to the Village of Burr Ridge, Cook and DuPage Counties, Illinois, a municipality existing under the laws of the State of Illinois.
- (c) The Village of Burr Ridge, Cook and DuPage Counties, Illinois, does not provide either library service or fire protection service, but a road or highway under the jurisdiction of Downers Grove Township is located in or adjacent to the Territory described in Section 2 of the Ordinance and due notice has been served upon the Township Trustees, the Township Supervisor, the Township Clerk and the Township Highway Commissioner of Downers Grove Township in the manner and time provided by law.
- (d) Notice that the Corporate Authorities of the Village of Burr Ridge was contemplating the annexation of such Territory has been published not less than ten (10) days prior to passage of this Ordinance as required by Section 7-1-13 of the Illinois Municipal Code (65 ILCS 5/7-1-13).
- (e) Notice that the Corporate Authorities of the Village of Burr Ridge was contemplating annexation of such Territory has also been served upon the taxpayers of record of such Territory in the manner provided by law not less than fifteen (15) days prior to the passage of this Ordinance as required by Section 7-1-13 of the Illinois Municipal Code (65 ILCS 5/7-1-13) and a copy of such notice has also been served upon the parties in possession of the non-vacant parcels.

Section 2: That the Territory described as follows:

LOTS 1 AND 2 IN BABSON PARK, BEING A SUBDIVISION OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED ON JANUARY 21, 1926 AS DOCUMENT #206691 IN DU PAGE COUNTY, ILLINOIS.

(such property consists of vacant parcels of land located on the south side of 74th Street and immediately adjacent to each other and lying west of Grant Street and have permanent index numbers of 09-25-108-038, 09-25-108-039 and 09-25-108-040).

ALSO:

LOT 2 IN FRONTAGE ROAD ASSESSMENT PLAT OF PART OF THE WEST ½ OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON FEBRUARY 1, 1979 AS DOCUMENT #R79-12368 IN DU PAGE COUNTY, ILLINOIS.

(such property is located at 15W580 North Frontage Road, unincorporated Burr Ridge, Illinois 60527. Permanent Index Number: 09-25-301-004)

ALSO:

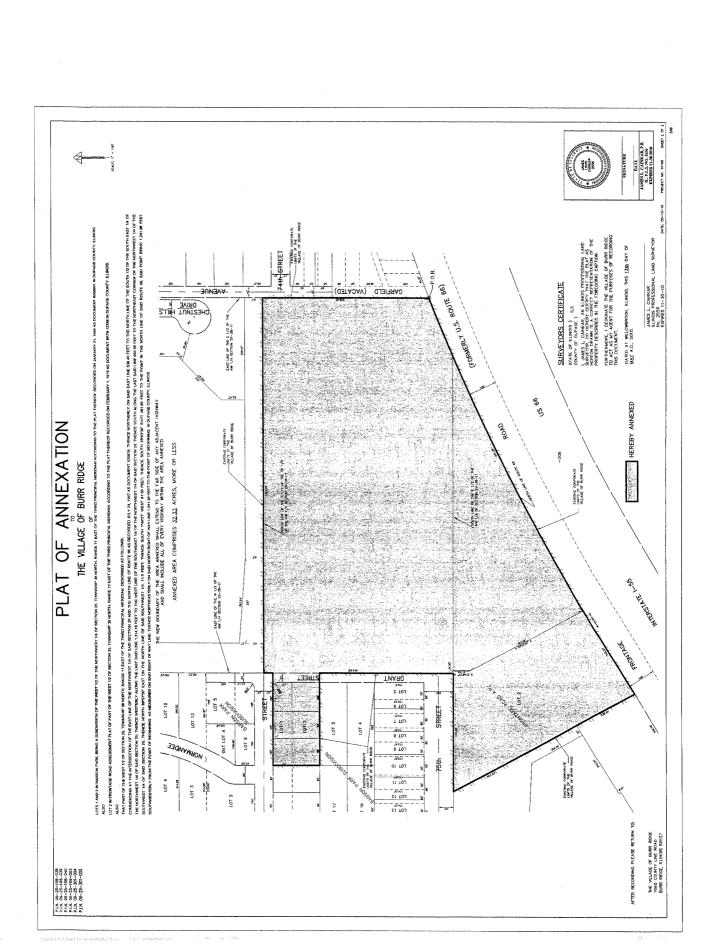
THAT PART OF THE WEST ½ OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 25 AND THE NORTH LINE OF ROUTE 66 AS RECORDED JULY 24, 1947 AS DOCUMENT 525676; THENCE NORTHERLY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

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

be and the same is hereby annexed to the Village of Burr Ridge, Cook and DuPage Counties, Illinois, all in conformance with and as shown on a plat of annexation of said Territory prepared by a registered land surveyor of the State of Illinois, which plat is attached hereto and hereby made a part hereof as EXHIBIT A.

<u>Section 3:</u> That the Village Clerk is hereby and herewith instructed to record with the Recorder of Deeds of DuPage County, 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.



6C

ORDINANCE NO. A-834- -11

AN ORDINANCE GRANTING A SPECIAL USE FOR THE OUTSIDE STORAGE OF COMMERCIAL TRUCKS IN A GI DISTRICT PURSUANT TO THE VILLAGE OF BURR RIDGE ZONING ORDINANCE

(Z-01-2011: 7521 Brush Hill Road - GE)

WHEREAS, an application for a special uses for certain real estate has been filed with the Village Clerk of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, and said application has been referred to the Plan Commission of said Village and has been processed in accordance with the Burr Ridge Zoning Ordinance; and

WHEREAS, said Plan Commission of this Village held a public hearing on the question of granting said special uses on March 21, 2011 at the Burr Ridge Village Hall, at which time all persons desiring to be heard were given the opportunity to be heard; and

whereas, public notice in the form required by law was provided for said public hearing not more than 30 nor less than 15 days prior to said public hearing by publication in the <u>Suburban Life</u>, a newspaper of general circulation in this Village, there being no newspaper published in this Village; and

whereas, the Village of Burr Ridge Plan Commission has made its report on the request for a special use, including its findings and recommendations, to this President and Board

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

NOW THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, as follows:

Section 1: All Exhibits submitted at the aforesaid public hearing are hereby incorporated by reference. This President and Board of Trustees find that the granting of special use indicated herein is in the public good and in the best interests of the Village of Burr Ridge and its residents, is consistent with and fosters the purposes and spirit of the Burr Ridge Zoning Ordinance as set forth in Section II thereof.

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

- A. That the Petitioner for the special use for the property located at 7521 Brush Hill Road, Burr Ridge, Illinois, is General Electric International, Inc. (hereinafter "Petitioner"). The Petitioner requests special use approval as per Section X.F.2.i of the Burr Ridge Zoning Ordinance to permit the outside storage of commercial vehicles related to the petitioner's air emission testing laboratory.
- B. That the outside storage area is not adjacent to any residential uses and will be screened with landscaping.
- C. That the outside storage is limited to a specified

number of smaller commercial vehicles.

<u>Section 3</u>: That special use approval as per Section X.F.2.c and I of the Burr Ridge Zoning Ordinance to permit the outside storage of vehicles and equipment for a roofing and remodeling contractor *is hereby granted* for the property commonly known as 7521 Brush Hill Road and legally described as follows:

Lot 1 in Grainger Resubdivision, being a resubdivision of Lot 2 in Brush Hill Trust Subdivision of part of the south half Section 25, Township 37 North, Range 11 East of the Third Principal Meridian. According to the Plat of Resubdivision Recorded June 8, 1993 as Document No. R93-116757 in DuPage County, Illinois.

The Permanent Real Estate Index Numbers (PIN) for the property is: 09-25-301-009

<u>Section 4</u>: That the approval of this special use is subject to compliance with the following conditions:

- A. The special use shall be limited to General Electric International, Inc. and shall expire at such time that they no longer occupy the building.
- B. There shall be no more than 12 commercial vehicles; said vehicles shall be limited to the vans and trailers as shown on the photograph attached hereto as Exhibit A; and all such vehicles shall be parked within the parking area designated on the site plan attached hereto as Exhibit B.
- C. The area for the parking of commercial vehicles shall be designated with pavement markings identifying the area as reserved for said vehicles.
- D. Landscaping shall be provided along the north edge of the designated commercial vehicle parking area subject to staff review and approval. A minimum of 7 evergreen trees planted at a minimum height of 6

feet and a minimum of 2 deciduous trees shall be provided.

<u>Section 5</u>: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law. The Village Clerk is hereby directed and ordered to publish this Ordinance in pamphlet form.

PASSED this 11th day of April, 2011, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

AYES:

NAYS:

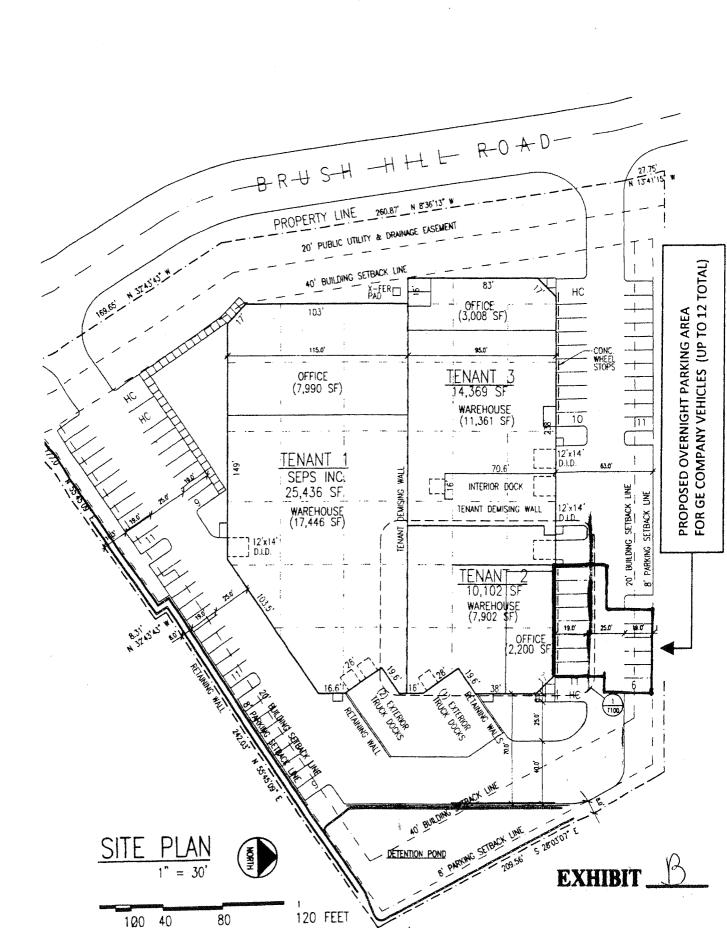
ABSENT:

 ${\tt APPROVED}$ by the President of the Village of Burr Ridge on this 11th day of April, 2011.

Village President
ATTEST:

Village Clerk







BURR RIDGE AND SOCIAL MEDIA

April 11, 2011

Lisa Scheiner, Assistant to the Village Administrator

Jerry Sapp, Finance Director

OVERVIEW OF SOCIAL MEDIA

The internet is now deeply embedded in group and organizational life in America and internet users are more likely than others to be active in some kind of voluntary group or organization (Pew Research Center's Internet & American Life Project).

Definition

Social media blends web-based and mobile technologies with social interaction for the creation and exchange of user-generated content.

Social media has revolutionized news consumption and the way we spread information from overnight popularity of celebrities to real-time coverage of the tragedy in Japan and global protests for democracy.

Social Media vs. Traditional Media

How does social media compare to traditional media (TV, film, radio and print media such as newspapers, newsletters, fliers, posters, etc.)? Both offer the ability to reach small or large audiences but...

Traditional Media	Social Media
Requires significant resources to publish	Relatively inexpensive or free
information	
Uses a centralized framework for	Decentralized and distinguished by multiple
organization, production and dissemination	points of production and utility
Means of production are typically	Generally available to the public
government or privately owned	
Requires specialized skills and training	Requires few or no specialized skills. In
	theory, anyone can do it.
Lag time between creation and production of	Virtually instantaneous
industrial media can be long	
Cannot be altered once created	Can be altered almost instantaneously

History

1930's – The Notificator allows Londoners to leave messages for friends on "robot" message boards for a small fee

1950's – Telephone networks are used as rogue ways to mass communicate

1969 – CompuServe becomes the first commercial online service

1979 – Bulletin board systems become the first "forums", or social communities

1989-1991 – Development of media technology is revolutionized when first website is built at CERN

1990s – Emerging tech companies and globalization forever change the way we communicate with the mass adoption of forums, web search, email and text messaging. Before the decade is over, Google will index 60 million pages and AOL Instant Messaging will reach homes across America

2000-2001 – Residential high speed internet access subscriptions double, making it easier for consumers to access information on the web. Soon after, users begin to see the appeal of social networking and blogging sites like LiveJournal, Friendster, LinkedIn and MySpace.

2006 – Twitter launched; social media networking reaches widespread popularity and mass global adoption following Facebook's introduction in 2004 and YouTube hitting the market by storm in 2005. The rise of user-generated content sites combined with the popularity of easy-to-use blogging services aid in the rapid development of personal websites, shared content and online media.

Today – Facebook has surpassed Google as the most popular website on the internet.

Source: PeopleBrowsr, a high-tech social analytics and engagement company, 3/23/11

Who's Using it?

According to the Pew Research Center, though there are still notable generational differences in online activities, the dominance of those ages 18-33 (known as "Millennials") has slipped. Milliennials remain more likely to access the internet wirelessly with a laptop or mobile phone and still clearly surpass their elders online when it comes to use of social networking sites, instant messaging and online classifieds, listening to music, playing online games, reading blogs and participating in virtual worlds. However, internet users in Gen X (those ages 34-45) and older cohorts are *more likely* than Millennials to engage in several online activities, including visiting government websites and getting financial information online.

Certain key internet activities are becoming more uniformly popular across all age groups including email, search engine use, searching for health information, getting news, buying products, making travel reservations or purchases, online banking, looking for religious information, rating products, services, or people, making online charitable donations and downloading podcasts.

Even in areas that are still dominated by Millennials, older generations are making notable gains. Some of the areas that have seen the fastest rate of growth in recent years include older adults' participation in communication and entertainment activities online, especially in using social network sites such as Facebook. Among the major trends in online activities:

- While the youngest generations are still significantly more likely to use social network sites, the fastest growth has come from internet users 74 and older: social network site usage for this oldest cohort has quadrupled since 2008, from 4% to 16%.
- The percentage of all adult internet users who watch video online jumped 14 points in the past two years, from 52% in May 2008 to 66% in May 2010.
- 51% of all online adults listen to music online, compared with 34% the last time this question was asked, in June 2004. While Millennials used to be by far the most avid listeners, Gen Xers and Younger Boomers are catching up.
- As of May 2010, 53% of online adults have used a classified ads website such as Craigslist, up from 32% in September 2007.

Few of the activities covered in this report have <u>decreased</u> in popularity for any age group, with the notable exception of blogging. Yet while the act of formally blogging seems to have peaked, internet users are doing blog-like things in other online spaces as they post updates about their lives, musings about the world, jokes, and links on social networking sites and micro-blogging sites such as Twitter.

Social Media Sites

Facebook

- Facebook users create a personal profile, add other users as friends, and exchange messages, including automatic notifications when they update their profile.
 Additionally, users may join common interest user groups, organized by workplace, school or college, or other characteristics.
- People create "Profiles" and privacy settings determine the amount of information available for viewing. Individuals who maintain low level privacy settings leave their profiles open for viewing by anyone. Individuals with higher level privacy settings leave all or part of their profiles open for viewing only by "Friends." In order to gain access, one user must send the other user a "Friend Request." If the request is accepted by both parties the content of the profile can be viewed.
- Businesses/Organizations create "Pages" and privacy settings determine the amount of information available for viewing and whether or not viewers can post comments. At any time, a viewer can search for the business/organization and view the content (assuming privacy settings are low). Should a viewer decide to "Like" the Page, the newsfeed and posts of that Page will appear in the viewer's newsfeed, available to them when they login via a computer or mobile device.
- As of January 2011, Facebook has more than 600 million active users (Source: Goldman Sachs)
- "Facebook has taken over as the social network of choice." (February 3, 2010 Pew Research Center)

Twitter

- Twitter offers a social networking and microblogging service, enabling its users to send and read messages called "tweets". Tweets are text-based posts composed of up to 140 characters displayed on the user's profile page. Tweets are publicly visible by default; however, senders can restrict message delivery to just their followers. Users may subscribe to other users' tweets this is known as "following" and subscribers are known as followers.
- All users can send and receive tweets via the Twitter website, mobile devices or by Short Message Service (SMS) available in certain countries.
- Since launching in March, 2006, Twitter has gained popularity worldwide and is estimated to have 200 million users, generating 65 million tweets a day and handling over 800,000 search queries per day.

YouTube

- YouTube is a video-sharing website on which users can upload, share, and view videos.
- YouTube uses Adobe Flash Video technology to display a wide variety of user-generated video content, including movie clips, TV clips, and music videos, as well as amateur content such as video blogging and short original videos. Most of the content on YouTube has been uploaded by individuals, although media corporations and other organizations offer some of their material via the site.
- Unregistered users may watch videos and registered users may upload an unlimited number of videos.
- In November 2006, YouTube, LLC was bought by Google Inc. for \$1.65 billion, and now operates as a subsidiary of Google.

Use in the For-Profit and Not-for-Profit Industries

Social networking allows businesses and not-for-profit organizations to interact directly with customers and, in some cases, listen in on real-time conversations about their product/agency.

In government... "These platforms have allowed me and many others across government to interact directly with you in a manner that would have been just a pipe dream ten years ago..." Steven Chu – US Secretary of Energy.

According to research findings published by the Pew Internet and American Life Project (3/1/2011),

"When people think about issues in their communities, they usually frame those issues through practical questions they would like to see addressed. Is the town budget too high or too low? Are teachers doing a good job? Are the streets safe? Do emergency responders have the right training? How can traffic congestion be eased? Do zoning rules work the best way?

The way that people address questions like those is to gather, share and act on information. Yet there is not much knowledge about how the parts of a community's information system work and fit together. Believing it would be useful for communities to examine how well their own information systems were performing, the John S. and James L. Knight Foundation asked the Monitor Institute to explore key components of local information systems in three communities with advisory help from the Pew Research Center's Internet & American Life Project. This report is the fruit of an eightmonth research effort pilot testing several research methods in Macon, Philadelphia,

and San Jose to probe key parts of those systems. Some of the findings, especially in surveys conducted in the communities, were notable and surprising:

- Those who think local government does well in sharing information are also more likely to be satisfied with other parts of civic life. Those who believe city hall is forthcoming are more likely than others to feel good about: the overall quality of their community, the ability of the entire information environment of their community to give them the information that matters, the overall performance of their local government and the performance of all manner of civic and journalistic institutions.
- Broadband users are sometimes less satisfied than others with community life.
 That raises the possibility that upgrades in a local information system might produce more critical, activist citizens.
- Social media like Facebook and Twitter are emerging as key parts of the civic landscape and mobile connectivity is beginning to affect people's interactions with civic life. Some 32% of the internet users in the three communities combined get local news from a social networking site -- 19% get such news from blogs and 7% get such news from Twitter. And 32% post updates and local news on social networking sites.
- If citizens feel empowered, communities get benefits in both directions. Those who believe they can impact their community are more likely to be engaged in civic activities and are more likely to be satisfied with their towns."

BURR RIDGE & SOCIAL MEDIA

Village Staff is recommending that the Village enter into the social media world by launching a Facebook Page, Twitter Profile and YouTube Channel for the following purposes:

- To increase communication between the residents of Burr Ridge and their government
- To increase public awareness and understanding of the structure and functions of the Burr Ridge Village government
- To inform residents about Village-related events and issues that may be of interest

There are no hard costs associated with these efforts as all are free to join. Social media will assist the Village in its efforts to communicate important information about meetings, services, programs and events in a faster and more efficient way than existing efforts and fill in the gap created by the elimination of traditional media sources like the newsletter. However, it should be noted t that there is still a demand by residents for those traditional sources and staff is not planning any further reductions.

Soft costs associated with the creation and maintenance of these accounts is minimal, using the same staff and division of duties utilized for the Village's website recreation in and launch in 2010. Finance Director Jerry Sapp manages the technical aspects of the project and Lisa Scheiner will manage content.

Village staff advises that social media, like the Village's e-briefs communication system, be used for one-way dissemination of information only and that the public commentary sections of each site be turned off.

Social Media Launch

Should the Board of Trustees concur with Staff's recommendation to launch social media sites the following next steps will be taken:

Publicity

- Presentation to Board of Trustees 4/11/11
- Publicity "Follow us"
 - Newsletters
 - Email to E-Briefs subscribers
 - Cable channel announcement
 - Press Release
 - Website
 - Posters/Flyers (including 8,000 flyers used to publicize summer events)
 - · Announcement on water bill
 - Announcements at events and public meetings

Policy

A policy will be established governing the use of social media sites using the existing E-Briefs and cable channel policies as a guideline. The policy would be prepared for consideration by the Board at its April 25, 2011, meeting.

Soft costs associated with the creation and maintenance of these accounts is minimal, using the same staff and division of duties utilized for the Village's website recreation and launch in 2010. Finance Director Jerry Sapp manages the technical aspects of the project and Lisa Scheiner will manage content.

Village staff advises that social media, like the Village's e-briefs communication system, be used for one-way dissemination of information only and that the public commentary sections of each site be turned off.

Social Media Launch

Should the Board of Trustees concur with Staff's recommendation to launch social media sites the following next steps will be taken:

Publicity

- Presentation to Board of Trustees 4/11/11
- Publicity "Follow us"
 - Newsletters
 - Email to E-Briefs subscribers
 - Cable channel announcement
 - Press Release
 - Website
 - Posters/Flyers (including 8,000 flyers used to publicize summer events)
 - · Announcement on water bill
 - Announcements at events and public meetings

Policy

A policy will be established governing the use of social media sites using the existing E-Briefs and cable channel policies as a guideline. The policy would be prepared for consideration by the Board at its April 25, 2011, meeting.

Social Media

April 11, 2011



Definition of Social Media

 Social media blends web-based and mobile technologies with social interaction for the creation and exchange of user-generated content.



Social Media vs. Traditional Media

Traditional Media	Social Media
Requires significant resources to	Relatively inexpensive or free
publish information	
Uses a centralized framework for	Decentralized and distinguished by
organization, production and	multiple points of production and
dissemination	utility
Means of production are typically	Generally available to the public
government or privately owned	
Requires specialized skills and training	Requires few or no specialized skills. In
	theory, anyone can do it.
Lag time between creation and	Virtually instantaneous
production of industrial media can be	
long	
Cannot be altered once created	Can be altered almost instantaneously



Who's Using Social Media

- The fastest-growing group of people using social networks is adults age 65 and older, followed by those ages 50 to 64
- Social network site usage for users 74 and older has quadrupled since 2008, from 4% to 16%
- The percentage of all adult internet users who watch video online jumped from 52% in May 2008 to 66% in May 2010

Source: Pew Research Center



Social Media Sites: Facebook



- · People create "Profiles"
 - Facebook "friends" can see the content of each other's Profile. One must send another user a "friend request" that is accepted by both parties to become "friends"
- · Businesses/Organizations create "Pages"
 - Content typically available for anyone to view regardless of whether he/she has a Facebook account
 - Anyone with an account can choose to "Like" the page, allowing the newsfeed and posts of the Page to appear in the viewer's newsfeed
- As of January 2011, Facebook has more than 600 million active users (Source: Goldman Sachs)
- Social network of choice. (Source: Pew Research Center 2/3/10)



Social Media Sites: Twitter



- Microblogging service that enables its users to send and read messages called "tweets".
 - Text-based posts composed of up to 140 characters displayed on the user's profile page.
 - Publicly visible by default; however, senders can restrict message delivery to just their followers.
 - Users may subscribe to other users' tweets this is known as "following" and subscribers are known as "followers".
- Since launching in March, 2006, Twitter has gained popularity worldwide and is estimated to have 200 million users, generating 65 million tweets a day.



Social Media Sites: YouTube YouTube

- YouTube is a video-sharing website on which users can upload, share, and view videos.
- Videos are publicly available
- In November 2006, YouTube, LLC was bought by Google for \$1.65 billion, and now operates as a subsidiary of Google.



Social Media Use in the For-Profit & Not-for-Profit Industries

- Businesses and other agencies can use social media to interact with the public by
 - Listening in on real-time conversations about their product/agency
 - Sending information to the public in a way that has never been available before



Impact on Government Agencies

- Those who think local government does well in sharing information are also more likely to be satisfied with other parts of civic life.
- Those who believe city hall is forthcoming are more likely than others to feel good about their local government
- Broadband users are sometimes less satisfied than others with community life; possible that upgrades in a local information system might produce more critical, activist citizens.



Source: Pew Internet and American Life Project (3/1/2011)

Impact on Government Agencies

- According to the Pew Internet and American Life Project (3/1/2011):
 - Social media sites emerging as key parts of the civic landscape
 - Mobile connectivity is beginning to affect people's interactions with civic life.
 - 32% of the internet users in one study get local news from a social networking site



Burr Ridge & Social Media

- Cost \$0
 - Relying on existing staff & division of duties to build pages, profiles and channels
 - No hard costs for start-up or maintenance
 - Minimal soft costs faster and more efficient method of communicating
- Fills gap created by the elimination of traditional media sources (e.g. newsletter)
- One-way communication



Preview of Burr Ridge Social Media Sites

Burr Ridge on Facebook



• Burr Ridge on Twitter



• Burr Ridge on YouTube





Rolling it Out to the Public

- Presentation to Board of Trustees 4/11/11
- Publicity "Follow us"
 - Newsletters
 - Email to E-Briefs subscribers
 - · Cable channel announcement
 - Press Release
 - Website (see sample page)
 - Posters/Flyers
 - · Announcement on water bill
 - · Announcements at events and public meetings



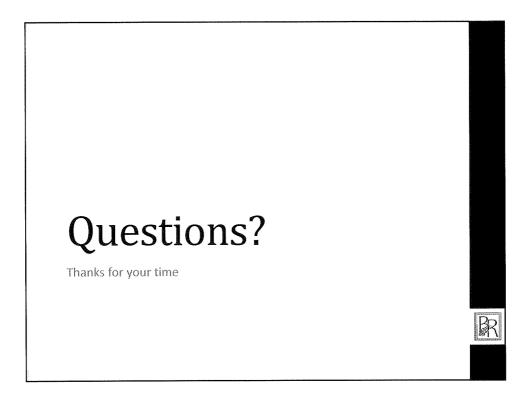
Follow Us















Gary Grasso Mayor

Karen J. Thomas Village Clerk

Steven S. Stricker
Administrator

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

April 5, 2011

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

Re: Z-03-2011: 510 Village Center Drive (Cooper's Hawk); Special Use for Outdoor Dining and Extended Hours of Operation

Dear Mayor and Board of Trustees:

The Plan Commission transmits for your consideration its recommendation to approve a request by Aria Group Architects on behalf of Cooper's Hawk Restaurants for special use approval as per Section VIII.C.2 of the Burr Ridge Zoning Ordinance to allow the construction and use of an outdoor dining area for an existing restaurant and for the continuation of the existing hours of operation as approved by Ordinance A-834-14-07. The property is located at 510 Village Center Drive.

After due notice, as required by law, the Plan Commission held a public hearing on April 4, 2011. The petitioner seeks to construct a raised concrete and stone deck on the back side of the existing restaurant (adjacent to the intersection of Lincolnshire Drive and Burr Ridge Parkway). The petitioner also seeks to renew the temporary extension of hours that allows the restaurant to stay open until 1 AM on Fridays and Saturdays rather than 12 Midnight.

Although not covered by an awning, the proposed deck and dining area are consistent in materials, location, and quality as the deck used by Topaz Restaurant. It was reported at the public hearing that the vast majority of condo owner/residents in the 540 Village Center building support both the outdoor deck and extended hours of operation. No police reports have been filed related to the extended hours of operation.

After due consideration, the Plan Commission concluded that the proposed special use for the extended hours of operation complies with the standards of the Zoning Ordinance. Accordingly, by a vote of 7 to 0, the Plan Commission recommends approval of a special use to extend the hours of operation for Cooper's Hawk Restaurant to 1 AM on Fridays and Saturdays subject to the special use being limited to Cooper's Hawk and the current owners and expiring at such time that Cooper's Hawk and the current owners no longer own and operate the business at 510 Village Center Drive.

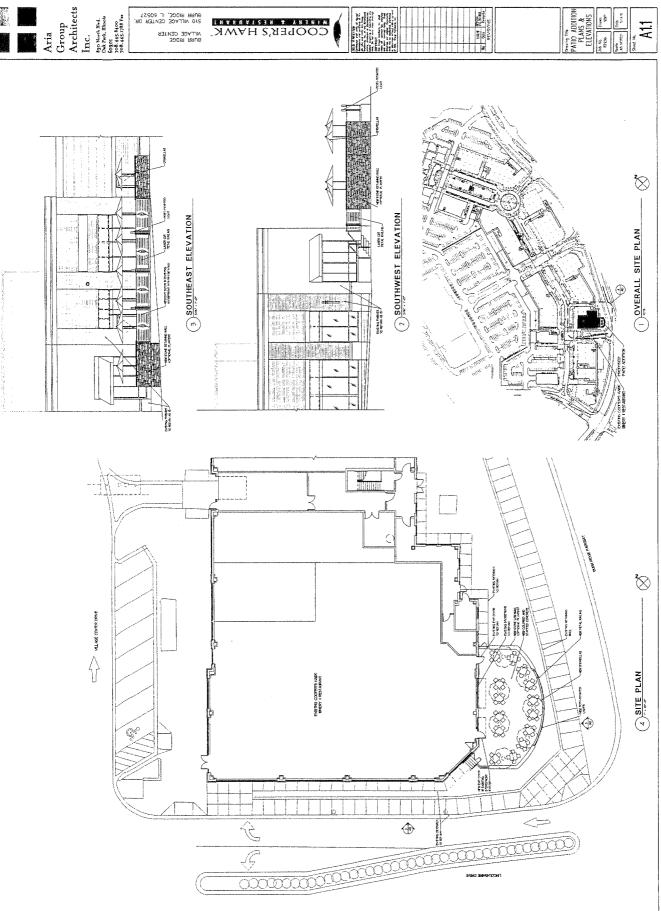
Additionally, after due consideration, the Plan Commission concluded that the proposed special use for the outdoor dining area complies with the standards of the Zoning Ordinance. Accordingly, by a vote of 7 to 0, the Plan Commission recommends approval of a special use for outdoor dining as requested by Z-03-2011 subject to the following conditions:

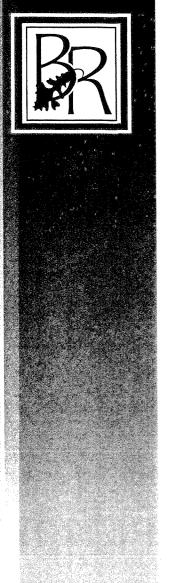
- 1. The outdoor dining area shall be restricted by the same hours of operation as the restaurant.
- 2. All facilities and the configuration of the outdoor dining area shall comply with the submitted plans including but not limited to the number of seats.
- 3. Music and all other amplified sound should be kept to a moderate level so it is not audible from the adjacent residential condos.
- 4. There shall be no text or logos on the umbrellas.
- 5. The door to the dining area shall be self-closing.
- 6. Tables shall be cleaned promptly following use.
- 7. Furniture and umbrellas shall be weighted to prevent their movement in the wind.
- 8. All umbrellas, furniture and other appurtenances shall be stored off-site during the winter season when the patio is not being used for outdoor dining.
- 9. Additional landscaping shall be provided to screen the gas meters located northeast of the patio and to screen the garage entrance area to the southwest of the patio. The final landscaping plan shall be subject to staff review and approval prior to issuance of a permit for the construction of the outdoor patio.

Sincerely,

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

GT:JDP:sr







Karen J. Thomas Village Clerk

Gary Grasso Mayor

Steven S. Stricker
Administrator

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

April 5, 2011

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

Re: Z-04-2011: Braemoor Units 1 and 2 PUD (Village of Burr Ridge); PUD Amendment and Findings of Fact

Dear Mayor and Board of Trustees:

The Plan Commission transmits for your consideration its recommendation not to amend the Braemoor Planned Unit Development to increase the floor area ratio from 0.2 to 0.25 for Braemoor Units 1 and 2. The Braemoor PUD is located south of 83rd Street between County Line Road and Madison Street.

The Braemoor PUD restricts floor area to 20% of the lot area consistent with most other zoning districts and single-family residential subdivisions in the Village. However, it was noted during the consideration of two different variations in 2010 that many of the homes in Braemoor were built prior to the creation of a floor area limit and that some of these homes exceed the permitted floor area. It was also noted that the adjacent Parkview Subdivision allows floor area to be 25% of the lot area. These two factors led the Plan Commission to request authorization from the Board of Trustees to consider an amendment to the Braemoor PUD allowing a floor area of 0.25 rather than the existing floor area of 0.2.

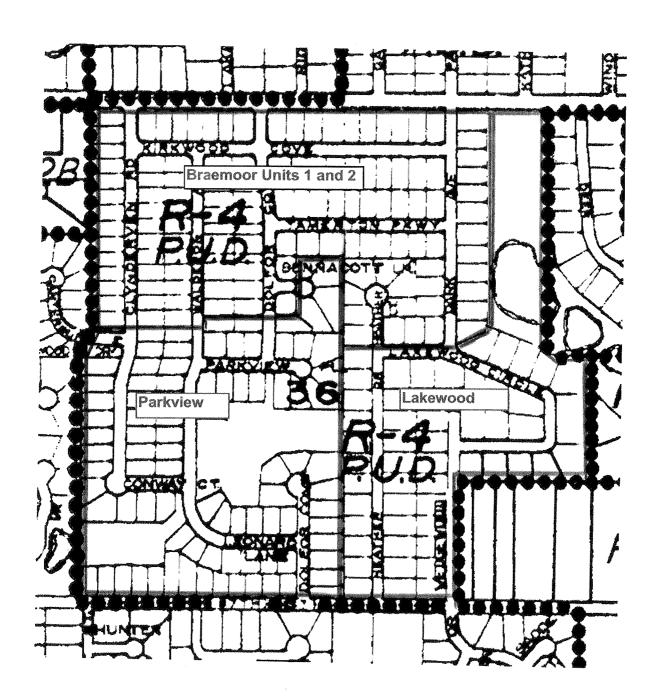
After due notice, as required by law, the Plan Commission held a public hearing on this matter on April 4, 2011. There were a dozen or more residents at the public hearing most of whom spoke against the amendment. The Plan Commission concluded that if a majority of the residents do not want an increased FAR, that the Village should not amend the PUD.

After due consideration, the Plan Commission concluded that the proposed special use complies with the standards of the Zoning Ordinance. Accordingly, by a vote of 7 to 0, the Plan Commission *does not recommend* an amendment to the Braemoor Planned Unit Development to increase the floor area ratio from 0.2 to 0.25 for Braemoor Units 1 and 2.

Sincerely,

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

GT:JDP:sr





March 25, 2011

Mr. Paul May
Director of Public Works & Village Engineer
Village of Burr Ridge
Public Works Department
451 Commerce Street
Burr Ridge, IL 60527

SUBJECT: Proposal for Construction Engineering Services

91st Street LAPP Resurfacing Project Madison Street to County Line Road

Dear Paul:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for engineering services for the 91st Street LAPP Resurfacing Project. The proposal has been prepared in accordance with your request for proposal, our recent discussions and correspondence, a visit to the project site and our experience on similar assignments.

Project Understanding

The Village of Burr Ridge desires to complete pavement patching and resurfacing improvements along 91st Street between Madison Street and County Line Road. The improvements will be constructed in accordance with plans and specifications prepared by the Village of Burr Ridge in early 2011. The net project length is 2,560 feet and the engineer's opinion of probable construction cost is approximately \$177,825. The project is being partially funded through the LAPP program which is administered by the Illinois Department of Transportation (IDOT).

It is our understanding that the project will be included in the April 29, 2011 IDOT bid letting. The work is expected to be completed within 15 actual working days within the month of June, 2011.

The Village of Burr Ridge now desires to retain ERA to provide construction engineering and material testing services for the project. It is our understanding that construction engineering services will be paid for through local funds so IDOT contract approvals will not be required. It is also our understanding that the contractor, not ERA, will be responsible for ensuring conformance with State of Illinois Clean Construction or Demolition Debris (CCDD) material disposal requirements.

Scope of Services

ERA will provide construction engineering and material testing services in accordance with the following work plan.

- 1. **Meetings and Coordination** The following meetings are anticipated during the construction phase of this project:
 - a. Attend pre-construction meeting with contractor, Village of Burr Ridge staff, testing sub-consultant staff, utility companies and others.
 - b. Weekly project meetings to review contractor progress, discuss project issues, coordinate with other contractors and review upcoming operations.
 - c. Distribute meeting summaries to attendees and other interested parties.
 - d. Coordinate with testing consultant and contractor to ensure material testing conforms to contract requirements.

2. Shop Drawings & Submittals

- a. Record data received, maintain a file of drawings and submissions, and check construction for compliance with them.
- b. Review shop drawings and other submittals from the project contractor for conformance with the requirements of the contract documents. Notify the Village of any deviations or substitutions. With the notification, provide the Village with a recommendation for acceptance or denial, and request direction from the Village regarding the deviation or substitution.

3. Scheduling

- a. Monitor contractor's progress and adherence to project schedule.
- b. Review schedule with contractor on a daily basis and require contractor to update schedule on a weekly basis as necessary.
- c. Track and record calendar and working days as they are expended.

4. Construction Observation

- a. Provide one, full-time resident engineer for the anticipated 15 actual working day construction period within the month of June, 2011.
- b. Serve as the Village's liaison with the contractor primarily through the contractor's superintendent, public/private utilities and various jurisdictional agencies.
- c. Arrange required material testing with the testing sub-consultant.
- d. Review weekly progress, prepare a weekly summary to be approved by the Village and distributed by mail to the interested parties.
- e. Daily review and inspection of traffic and erosion control items.
- f. Maintain a database of names, addresses and telephone numbers of subcontractors, contractors, suppliers, and utility companies and other entities involved with the project.
- g. Alert the Contractor's field superintendent when un-approved materials or equipment are being used and advise the Village of such occurrences.



5. Documentation

- Track and measure contract pay item quantities using Inspector's Daily Reports.
- b. Keep and maintain a daily diary summarizing contractor operations, coordination activities, weather, project issues, etc.
- c. Collect and file material tickets.
- d. Prepare weekly reports.
- e. Submit project documentation to ERA office for use in reviewing contractor pay request.
- f. Track contractor time and materials expended on extra work items.

6. Material Testing

a. Our sub-consultant, Rubino Engineering, will be on site and at the plant during paving operations to ensure HMA and PCC materials meet the requirements of the specifications.

7. Pay Request & Change Order Review

- Review applications for payment and compare to documentation records on a monthly basis.
- b. Forward recommendations for payment to Village staff.
- c. Review change order documentation and justifications.
- d. Forward change order recommendations to Village staff.

8. Project Close-Out

- a. Prepare a list of items for correction by the contractor.
- b. Review testing results and incorporate into punch list.
- c. Work with Village staff to incorporate items into the punch list.
- d. Work with contractor to complete all punch list items in a timely, responsive manner.

9. Construction Layout and Record Drawings

- a. The project contractor will be required to provide construction layout services and to provide accurate, complete record drawings at the completion of construction.
- b. ERA will provide control information and spot check contractor layout. We will also work with the contractor to ensure a complete set of record drawings is completed.

Schedule

It is anticipated that the project will be issued for bidding as part of the IDOT, April 29, 2011 IDOT bid letting. The work is expected to be completed within 15 actual working days within the month of June, 2011.

Fees



Fees for construction engineering services described in this proposal are proposed on a direct labor multiplier, not to exceed basis. Our direct labor multiplier for this assignment will be 2.80 times direct employee hourly rates. Direct costs will be charged at their actual rate incurred with no markup. Proposed fees are summarized as follows:

Task	Hours	Fee
Construction Engineering Services	181	\$18,306
Direct Costs & Material Testing Sub-Consultant		\$2,495
Total, Not To Exceed	181	\$20,801

Fees are based upon an anticipated construction period not to exceed 15 working days. If the project exceeds this, additional fees may be required. A detailed Cost Estimate of Consultant Services form is included on the following pages.

We appreciate the opportunity to submit this proposal and trust that it meets with your approval. If acceptable, please sign the proposal where indicated below and return one (1) copy for our files. The attached General Terms and Conditions are expressly incorporated into and are an integral part of this proposal for engineering services.

Sincerely,

ENGINEERING RESOURCE ASSOCIATES, INC.

Rodney A. Beadle, PE, CFM

President

ACCEPTANCE & AUTHORIZATION OF PROPOSAL AND ATTACHED GENERAL TERMS & CONDITIONS

Authorized Signature Village of Burr Ridge Printed Name & Title



Minois Department of Transportation

Firm

Consultant Services Cost Estimate of (Direct Labor Multiple)

03/28/11 Date Engineering Resource Associates, Inc. 91st Street, Madison Street to County Line Road

Overhead Rate

09-0041-00-RS DuPage C-91-382-10

Complexity Factor

0 138.78%

Route Section County Job No. PTB & Item

			(2.80+R) TIMES	DIRECT	SERVICES	DBE		% OF
ITEM	MANHOURS	PAYROLL	PAYROLL	COSTS	BY OTHERS	TOTAL	TOTAL	GRAND
	€	(B)	<u>(</u>)	Q)	(E)	(C+D+E)	(C+D+E)	
Meetings/Coordination	77	524.00	1,467.20	100.00			1,567.20	7.53%
Submittal Reviews	4	134.00					375.20	
Scheduling	4	157.00	439.60				439.60	
Construction Obs & Testing	120	4,176.00		400.00	1,995.00		14,087.80	67.73%
Documentation	18	658.00			3		1,842.40	8.86%
Pay Request & CO Review	8	277.00	775.60				09'5//	3.73%
Project Closeout	16	612.00					1,713.60	8.24%
					And the second s			
		·						
TOTALS	181	6,538.00	18,306.40	500.00	1,995.00	0.00	20,801.40	100.00%



Average Hourly Project Rates

PF

Sheet 1

Date 03/28/11

		Engineering Resource Associates, Inc.		
unty Line Road		Consultant		
91st Street, Madison Street to County Line Road	09-0041-00-RS	DuPage	C-91-382-10	
Route	Section	County	Job No.	PTB/ltem

Pavroll	Ava	Total Pr	Total Project Rates		feetings/	Meetings/Coordination		Submitta	Submittal Reviews		Scheduling	ing		Constru	Construction Obs & Testing	Testing	Docum	Documentation	
	Hourly	Hours	%	Wgtd	Hours	%	Vgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd
Classification	Rates		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg
PE VI - Project Director	\$70.00	3	1.66%	1.16	2	18.18%	12.73												
PE V - Project Manager	\$55.00	Ľ.	5.52%	3.04	4	36.36%	20.00				7-	25.00%	13.75				7	11.11%	6.11
PE I - Project Engineer	\$32.00	23	12.71%	4.07			anticolor.	2	20.00%	16.00	/	25.00%	8.00	8	%29.9	2.13	4	22.22%	7.11
SE II - Staff Engineer	\$27.25	0		1610/070															
ET V - Engineering Tech	\$35.00	142	78.45%	27.46	4	36.36%	12.73	2	20.00%	17.50	2	20.00%	17.50	112	93.33%	32.67	12	%29.99	23.33
PS I - Land Surveyor	\$32.00	0					Seven												
SV III - Field Surveyor	\$20.00	0																	
AS III - Admin Staff	\$24.00	က	1.66%	0.40	-	%60.6	2.18												2/89/00
		0																	
		0		**********			900-33												
		0					Na tenance												
		0					-												
		0																	
		0																	
		0					NO. OFFICE												
		0			_		*********												
		0																	
		0																	
		0					***************************************												
		0																	
		0		*******															
		0																	
		0																	
		0																	
		0																	
		0	-																
		0		******															
		0					CONSCIONATION CONTRACTOR												
		0																	
		0															source :		
TOTALS		181	100%	\$36.12	-	100%	\$47.64	4	100%	\$33.50	4	100%	\$39.25	120	100%	\$34.80	8	100%	\$36.56
	de la company de																		



Average Hourly Project Rates

P

Sheet

Date 03/28/11

-00-RS	Koad	
Durage C-01-382-10	onsultant	Engineering Kesource Associates, Inc.
01-700-10-0		

Howard	Г	Box Box	9 00 6 400	Γ	Proced Charles	+110000	970		all the second second second		and the second second second								
	S T	Hours	Hours & Wa	3	Hours	- %	World	Hours	%	Watd	Hours	%	Watd	Hours	1 %	Watd	Hours	%	World
Classification		2	Part.		3	Part.			Part.)	Part.	Avg) i	Part.	Avg		Part.	Avg
PE VI - Project Director	\$70.00				~	6.25%	4.38			Summer									Hermonia
PE V - Project Manager	\$25.00	-	12.50%	6.88	2	12.50%	6.88			200									
PE I - Project Engineer	\$32.00	4	20.00%	16.00	4	25.00%	8.00			995300K									
SE II - Staff Engineer	\$27.25									etako ek									De la constante
ET V - Engineering Tech	\$35.00	2	25.00%	8.75	80	20.00%	17.50												
PS I - Land Surveyor	\$32.00									*****									
SV III - Field Surveyor	\$20.00					ļ													
AS III - Admin Staff	\$24.00	-	12.50%	3.00	-	6.25%	1.50												
				(COMPANY)															
										-									
			-																

																			28(15)(74)

				es Huna						and the									
				entonia.															WOOD PURE
				(COLUMN)															
										****									e e e e e e e e e e e e e e e e e e e

TOTALS		∞	100%	\$34.63	16	100%	\$38.25	0	%0	\$0.00	0	%0	\$0.00	0	%0	\$0.00	0	%0	\$0.00

Engineering Resource Associates, Inc.

GENERAL TERMS AND CONDITIONS

COMPLIANCE WITH LAWS: Engineering Resource Associates, Inc. (Engineer) will strive to exercise usual and customary
professional care in his efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date
of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

- 2. <u>Designation of Authorized Representative:</u> Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
- 3. STANDARD OF PRACTICE: The Engineer will strive to conduct services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.
- **4.** GOVERNING LAW: This Agreement shall be governed by and construed in accordance with Articles previously set forth by Item 1, of this Agreement, together with the laws of the State of Illinois.
- 5. RESPONSIBILITY OF THE ENGINEER: Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.
- 6. <u>CLIENT'S RESPONSIBILITIES:</u> The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, to the extent arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and non-contributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

- 7. INFORMATION PROVIDED BY OTHERS: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
- 8. <u>CHANGES:</u> Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
- 9. DOCUMENTS DELIVERED TO CLIENT: Drawings, specifications, and reports prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

- 10. REUSE OF DOCUMENTS: All Project Documents including but not limited to reports, original boring logs, field data, field notes, laboratory test data, calculations, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.
- 11. FORCE MAJEURE: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
- 12. RELATIONSHIP BETWEEN ENGINEER AND CLIENT: Engineer shall serve as Clients professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.
- 13. <u>Suspension of Services</u>: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.
- **TERMINATION:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
- 15. <u>Successors and Assigns:</u> The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
- 16. ENTIRE UNDERSTANDING OF AGREEMENT: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
- 17. <u>AMENDMENT:</u> This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
- 18. PAYMENT: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused

by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in Item 13 of this Agreement. Payments due Engineer are not contingent upon project approval or project financing and are the sole responsibility of the Client. If an invoice for work performed by Engineer remains unpaid sixty (60) days form the date of the invoice and, if there is no written resolution of payment from the client during the sixty (60) day period, Engineer will stop all work on the assignment.

- 19. Indemnification: Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees to the extent caused by Engineer's negligent acts, errors or omissions in the performance of professional services under this Agreement. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Engineer from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising form the project that is the subject of this Agreement. In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage. Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.
- 20. <u>LIMIT OF LIABILITY:</u> The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- 21. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
- 22. ACCESS AND PERMITS: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
- 23. WAIVER OF CONTRACT BREACH: The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
- 24. OPINIONS OF PROBABLE COST: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his opinions of probable Project Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
- 25. Construction Observation Clause: The Owner will include the following clause in the construction contract documents and Owner agrees not to modify or delete it:

Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the

entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Workers Compensation Act, court interpretations of said Act or otherwise; and agrees to indemnify and defend Owner and Engineer and their agents, employees and consultants (the "Indemnities") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the indemnities may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the indemnities' own negligence.

- 26. <u>SEVERABILITY OF INVALID PROVISIONS:</u> If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
- 27. Hazardous Materials: It is acknowledged by both parties that Engineer's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Engineer or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of Engineer's services, Engineer may at his option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations.
- 28. RIGHT OF ENTRY: Client hereby grants Engineer and its subcontractors or agents the right to enter from time to time property owned by Client and/or other(s) in order for Engineer to fulfill the scope of services included hereunder. Client understands that use of exploration equipment may cause some damage, the correction of which is not part of this Agreement. Client also understands that the discovery of certain hazardous conditions and/or taking preventive measures relative to these conditions may result in a reduction of the Property's value. Accordingly, Client waives any claim against Engineer and its subcontractors or agents, and agrees to defend, indemnify and hold Engineer harmless from any claim or liability for injury or loss allegedly arising from procedures associated with subsurface exploration activities or discovery of hazardous materials or suspected hazardous materials. In addition, Client agrees to compensate Engineer for any time spent or expenses incurred by Engineer in defense of any such claim with compensation to be based upon Engineer's prevailing fee schedule and expense reimbursement policy. Engineer shall not be liable for damage or injury from damage to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to Engineer's attention in writing and correctly shown on the diagram(s) furnished by Client to Engineer.
- 29. SAMPLES: Soil, rock, water and/or other samples obtained from the Project site are the property of Client. Engineer shall preserve such samples for no longer than sixty (60) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from Engineer's custody and transporting them to a disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. Due to the risks to which Engineer is exposed, Client agrees to waive any claim against Engineer, and to defend, indemnify and hold Engineer harmless from any claim or liability for injury or loss arising from containing, labeling, transporting, testing, storing, or other handling of contaminated samples. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim, with such compensation to be based upon Engineer's prevailing fee schedule and expense reimbursement policy.

END OF GENERAL TERMS AND CONDITIONS



PROPOSAL

March 25, 2011

To: Jon Green, PE, CFM Re: QA Construction Materials Testing Services

Principal Phase III

Engineering Resource Associates, Inc.

91st St LAPP project
3s701 West Avenue, Suite 150

Burr Ridge, Illinois

Warrenville, IL 60555

Office: (630) 393-3060

Facsimile: (630) 393-2152 Proposal No. Q1147

Mobile: (630) 327-6464

Via email: jgreen@eraconsultants.com; rbeadle@eraconsultants.com

Dear Mr. Green,

Rubino Engineering, Inc. is pleased to submit the following proposal to provide construction materials testing and inspection services for the above referenced project.

PROJECT UNDERSTANDING

Rubino Engineering, Inc. received a request for proposal from Jon Green of ERA Consultants on March 24, 2011 and the following outlines our understanding of the scope of services:

Project Description

"Project includes intermittent resurfacing of 91st Street between Madison and County Line Rd, and pavement marking. Project includes 9,880 SY 2 ¼" grind and overlay, 435 tons ¾" leveling binder, 875 tons 1 ½" surface, two structure adjustments, 300 SY Class D patch. "

Scope of Services

- QA Field testing of hot mix asphalt (HMA) density by the nuclear method
- QA Laboratory testing of HMA bulk SG, max SG, loss on ignition

Rubino Engineering, Inc. proposes to provide experienced, technical personnel to perform the requested testing in general accordance with the client-provided project specifications. If any of the above information is incorrect, please notify us or change it on the signed copy of the proposal.

FEES

The work will be accomplished on a unit price basis in accordance with the Rubino Engineering, Inc. Schedule of Services and Fees for prevailing wage projects, and will be performed pursuant to the attached General Conditions. Copies of our Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal.

Asphalt Testing Cos	t Estimator	- (Estimated	i)	
Description	Unit	Rate	Quantity	Total
Project Management	\$100.00	per hour	1.5	\$150.00
Material Tester 1	\$85.00	per hour	12	\$1,020.00
Vehicle	\$45.00	per day	3	\$135.00
Maximum Theoretical Specific Gravity	\$105.00	each	2	\$210.00
Bulk Specific Gravity	\$85.00	each	2	\$170.00
Ignition Oven Test	\$110.00	each	2	\$220.00
Nuclear Density Gauge	\$30.00	per day	3	\$90.00
			TOTAL	\$1,995.00

Rubino Engineering, Inc.'s fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed by the client's request.

The prevailing wage fees charged under this agreement will be adjusted if there is any change in the applicable prevailing wage rate established by the Illinois Department of Labor.

Rubino Engineering, Inc. will proceed with the planned work only after receiving a signed copy of this proposal. Please complete the attached Project Data Sheet before returning the proposal to enable your file to be properly established.

CLOSING

We appreciate the opportunity to offer our services for this project and we look forward to working with your company. Please contact me with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.

Michelle A. Lipinski, F

President

michelle.lipinski@rubinoeng.com

Rubino Engineering, Inc. Page 2 of 5

AUTHORIZATION AND PROPOSAL ACCEPTANCE

If this proposal is acceptable to you, Rubino Engineering, Inc. will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of signed authorization.

AC	GREED TO, THIS	DAY OF	, 2011.
	BY (please print):		
	TITLE:		
	SIGNATURE:		
PF	ROJECT INFORMATION:		
1.	Project Name:		
2.	Project Location:		
3.	Your Job No:		
4.	Project Manager:	Telephone No.:	
5.	Site Contact:	Telephone No.:	,
6.	Number and Distribution of F	Reports:	
	() Copies To:	() Copies To:	
	Attn:	Attn:	
	Email:		
	() Copies To:	() Copies To:	
	Attn:		
	Email:		
7.			
-	<u> </u>		
	Email:		
8.	Other Pertinent Information	Or Previous Subsurface Information Ava	ilable:

Rubino Engineering, Inc. Page 3 of 5

Rubino Engineering, Inc.

Schedule of Construction Materials Testing Services & Fees as of 3/1/11 (Illinois Prevailing Wage)

LABORATORY TESTING SERVICES		
Pick-up of test samples and transportation to lab (Does not include vehicle charge)	Per hour	\$82.00
Asphalt		
Maximum Theoretical Specific Gravity	Each	\$105.00
Bulk Specific Gravity	Each	\$85.00
Ignition Oven Test	Each	\$110.00
Sieve Analysis	Each	\$70.00
MATERIAL TESTER - 1 - Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.		
Per Hour		\$85.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)		\$119.00
Per Hour Overtime Sundays and Holidays		\$161.50
EQUIPMENT CHARGES		
Vehicle Charge - Round Trip	Per Day	\$45.00
Nuclear Density Gage	Per Day	\$30.00
CORING SERVICES		
P.C. Concrete or Bituminous Concrete Coring - Personnel & Equipment	Per Hour	\$225.00
Diamond Bit Charge, per inch diameter, per inch depth	Per Inch	\$3.25
ENGINEERING SERVICES		
Chief Engineer	Per Hour	\$185.00
Project Engineer/Manager	Per Hour	\$100.00
Secretarial Services	Per Hour	\$50.00

REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino Engineering, Inc. General Conditions.
- 2) Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter.
- Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 8:00 AM or after 5:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
- All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond our control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates per trip.
- Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.
- Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4-hour charge.
- For all Rubino Engineering, Inc. services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional Services rates are exclusive of expert deposition or testimony time.
- This proposal is based on Rubino Engineering, Inc. being scheduled on an on-call basis and letters of certification will not be provided

 unless Rubino Engineering, Inc. is notified in advance and Rubino Engineering, Inc. is scheduled for full time inspection and testing of the
- 14) unless Rubino Engineering, Inc. is notified in advance and Rubino Engineering, Inc. is scheduled for full time inspection and testing of the area or item to be certified.
- If special inspections are required by the city where the construction is to take place, it must be brought to the attention of Rubino Engineering, Inc. prior to the start of construction as additional charges will apply.
- 16) Prevailing wage fees are subject to change based on the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

Rubino Engineering, Inc.

Page 4 of 5

GENERAL CONDITIONS

- 1. PARTIES AND SCOPE OF WORK: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by Rubino Engineering, Inc. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s work. Rubino Engineering, Inc. as work, Rubino Engineering, Inc. as work acceptance thereof and these General Conditions. The ordering of work from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.
- 2. TESTS AND INSPECTIONS: Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall by brought against Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold RUBINO ENGINEERING, INC., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.
- 3. SCHEDULING OF WORK: The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the work or if, upon embarking upon its work, Rubino Engineering, Inc. is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.
- 4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the work. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional work as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.
- 5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to do work hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, loses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client.
- 6. RESPONSIBILITY: Rubino Engineering, Inc.'s work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.
- 7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.
- 8. PAYMENT: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.
- 9. WARRANTY: RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.
- SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.
- NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.
- 10. INDEMNITY: Subject to the foregoing limitations, Rubino Engineering, Inc. agrees to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of Rubino Engineering, Inc.'s negligence to the extent of RUBINO ENGINEERING, INC.'s negligence. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against Rubino Engineering, Inc., the party initiating such action shall pay to Rubino Engineering, Inc. the costs and expenses incurred by Rubino Engineering, Inc. to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that Rubino Engineering, Inc. shall prevail in such suit.
- 11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation.
- 12. EMPLOYEES/WITNESS FEES: Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena. Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. walving other remedies it may have.
- 13. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA of within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
- 14. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
- 15. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

Rubino Engineering, Inc.

Page 5 of 5

8F

OKEH ELECTRIC COMPANY

Electrical Contractors

825 University Drive Arlington Heights, IL 60004 847/577-7744 Fax 847/577-7764

April 5, 2011

Village of Burr Ridge 7660 County Line Road Burr Ridge, IL 60527

Attn: Mr. James Lukas

Re: Chasemoor Lift Station Renovation

SCOPE OF WORK

- 1. Furnish and install Metro. quote 03091MS (see following quote)
- 2. Provide 10" concrete pad with rebar and tied into existing concrete wet well.
- 3. Core concrete wet well and install one (1) 2: HW pipe for four (4) new float switches.
- 4. Core concrete wet well and install one (1) 1" HW pipe for one (1) new level transducer.
- 5. Connect impressed current anode system to existing dry well.
- 6. Furnish and install one (1) 1" PVC Schedule 40 from new control panel to existing phone pedestal'
- 7. Furnish and install Cat 5 phone cable in 1" PVC pipe.
- 8. Existing service disconnect to remain.
- 9. Pipe and wire from existing service disconnect on dry well to new pump control cabinet.
- 10. Pipe and wire from existing 1 ½" LB on dry well to new pump control panel.
- 11. A. Pull and wire in new 1 ½" pipe the wires needed for existing Pump #1, Pump #2, sump. lights, dehumidifier and heater.
 - B. Demo existing control panel in dry well.
 - C. Splice needed wires in existing dry well control panel.
- 12. Furnish and install new blank cover for existing control panel.
- 13. Furnish and install dry well flooding switch.

LABOR AND MATERIAL..... \$ 47,000.00

NOTES

- 1. Manual transfer switch and generator receptacle to remain as is.
- 2. All SCADA programming by others.
- 3. Basic clean-up only. Final landscape by others.
- 4. Existing lift station downtime to be kept to a minimum.

Village of Burr Ridge Page 2 April 5, 2011

EXCLUSIONS

- 1. Permit charges
- 2. Utility fees
- 3. Tax
- 4. Performance Bond costs
- 5. Painting

OKEH ELECTRIC COMPANY

PETER J. ZACK



M.T. Kelley Electric L.L.C. 5671 W. 120th Street Alsip, IL 60803 Ph: 708-396-9760

Fax: 708-396-9761

Proposal

March 8, 2011

Quotation Provided To:

Village of Burr Ridge 7660 County Line Road Burr Ridge, IL 60527

Job Description:

Furnish and install all necessary electrical equipment, materials and labor to remove the existing lift station control panel and install a new above-ground Metropolitan Pump Specified control panel. Remove existing pump control panel; furnish and install new above-ground Metropolitan Pump control panel consisting of the following:

- (1) Weather Protected Pad Mounted Freestanding Traffic Enclosure NEMA 3R Painted Steel
- (1) Control and Auxiliary Power Transformer
- (1) Station High Water & Status Alarm Light
- (1) Convenience Outlet
- (1) Control Panel Enclosure
- (1) Control Panel Enclosure NEMA 1 Painted Steel
- (1) Control Panel Disconnect
- (1) Power Distribution Block
- (2) Motor Circuit Breakers
- (1) Block Breakers to Accommodate All Existing and New Electrical Equipment & Fixtures
- (2) Motor Starter FVNR 7.5 HP Max @240, 3-Phase
- (2) Seal Fail Sensor and Motor Over-Temperature Sensor Connection Points
- (2) Elapsed Time Meters
- (1) LMS 400 Level Controller
- (1) Float Back-up Circuit
- (1) Power Failure Relay
- (2) Time Delay Relays (Pump Start)
- 1/L Dry Contacts for Station Status Conditions
- (1) Phase Monitor
- (1) Condensate Heater & Thermostat
- 1/L Operator Controls 22mm Devices
- 1/L SCADA Hardware (PLC, Modem & UPS)
- (1) Impressed current anode system
- (1) Submersible Level Transducer
- (4) Float Switches
- (1) DataLinc LLM 1100/V.23 Long Line Modem
- (1) Allen-Bradley Micrologix 1100 PLC (1763-L16BWA)
- (1) Allen-Bradley Micrologix 1200 Analog Input Card (AB-1762 1F4)
- (1) APC UPS Battery Backup

Labor and Material Ouotation: \$52,850.00

Project No. 34789

MK

Quotation valid for 60 days from submittal date.



PURSUING EXCELLENCE

Main 24 hr. phone (312) 251-3620 • www.rexelectric.com

March 24, 2011

James Lukas Village of Burr Ridge 7600 County Line Road. Burr Ridge, IL 60527

RE: CHASEMOOR LIFT STATION - BURR RIDGE, IL

We are pleased to provide you a proposal for the abovementioned project.

Power Distribution Equipment:

- > Furnish and install labor and materials for (1) Pump Panel and controls.
- > Furnish and install labor and materials for connections to new pumps.
- > Furnish and install labor and material for all power and phone connections.
- Furnish and install Temporary as needed.

TOTAL ----- \$55,600.00

Exclusions:

- > Premium Time.
- > Permits and associated fees.
- ➤ Tax
- > Bonding and liquidated damages.
- > Repair of existing code violations.

NOTES:

- 1. This proposal is subject to review and change 30 days after issuance.
- 2. Life safety cost will be adjusted if any authority having jurisdiction requires additions or changes.
- 3. This proposal is based upon the price of copper on **March 24, 2011.** Any increase in the price of copper above this price level shall result in a change order for the difference in the price of copper at the time of purchase order for this project is received.
- 4. This proposal does not include any costs for cad files for as-built drawings. Any fees will be at an additional cost if cad as-built drawings are required.



Thank you for the opportunity to submit this proposal. We look forward to continue working with you on this project. If you have any questions, please feel free to contact us.

Sincerely,

Thomas Q. Smith
Executive Vice President tsmith@rexelectric.com

ACCEPTANCE TERMS: This proposal is void if not accepted in writing within 30 days after the aforementioned date. No work shall commence until this proposal is returned to REX with an authorized signature. Net payment is due in 30 days. Accepted by:

Signature

Date

Date

Purchase Order Number



PROCLAMATION MOTORCYCLE AWARENESS MONTH

WHEREAS, safety is the highest priority for the highways and streets of our Village and State; and

WHEREAS, the State of Illinois is proud to be a national leader in motorcycle safety, education and awareness; and

WHEREAS, motorcycles are a common and economical means of transportation that reduces fuel consumption and road wear, and contributes in a significant way to the relief of traffic and parking congestion; and

WHEREAS, it is especially meaningful that the citizens of our Village and State be aware of motorcycles on the roadways and recognize the importance of motorcycle safety; and

WHEREAS, the members of A.B.A.T.E. of Illinois, Inc., (A Brotherhood Aimed Toward Education) continually promote motorcycle safety, education and awareness in high school drivers' education programs and to the general public in our Village and State, presenting motorcycle awareness programs to over 100,000 participants in Illinois over the past three years; and

WHEREAS, all motorcyclists should join A.B.A.T.E. of Illinois, Inc. in actively promoting the safe operation of motorcycles, as well as promoting motorcycle safety, education, awareness and respect of the citizens of our Village and State; and

WHEREAS, the motorcyclists of Illinois have contributed extensive volunteerism and money to national and community charitable organizations for the enhancement and support of these organizations; and

WHEREAS, during the month of May, in recognition of 24 years of A.B.A.T.E. of Illinois, Inc. and over 614,682 registered motorcyclists statewide, all roadway users should unite in the safe sharing of roadways within the Village of Burr Ridge and throughout the State of Illinois;

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and Board of Trustees of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, that the month of May 2011 is designated as Motorcycle Awareness Month in the Village of Burr Ridge and that all motorists are urged to join in an effort to improve safety and awareness on our roadways.

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, this 11th day of April, 2011.

Attest:	Mayor
Village Clerk	



PROCLAMATION ARBOR DAY WEEK APRIL 24 - APRIL 30, 2011

WHEREAS, the Village of Burr Ridge is committed to preserving the beauty of the trees which are its hallmarks and, to this end, the Village each year invests its time and financial resources in a carefully planned program of tree care and tree planting; and

WHEREAS, the Village of Burr Ridge, because of its efforts, has been recognized for sixteen consecutive years as a TREE CITY USA by The National Arbor Day Foundation; and

WHEREAS, it is the intention of the Village to continue to promote citizen awareness of the tree preservation and reforestation efforts which enhance the beauty of the Village and the quality of our environment;

NOW, THEREFORE, the Village of Burr Ridge, Cook and DuPage Counties, Illinois, does hereby proclaim Sunday, April 24, through Saturday, April 30, 2011, as its official week of observance of Arbor Day. On Friday, April 29th, a tree planting ceremony will be held at Gower School. The Village of Burr Ridge urges all its citizens to support Village efforts to protect the trees we enjoy and to plant trees which will be valued by generations to come.

IN WITNESS WHEREOF, I have set my hand this 11th day of April, 2011.

Mayor

Village Clerk

VILLAGE OF BURR RIDGE



ACCOUNTS PAYABLE APPROVAL REPORT

BOARD DATE : 04/11/11

PAYMENT DATE: 04/12/11

FISCAL 10-11

FUND	FUND NAME	PAYABLE	TOTAL AMOUNT
10	General Fund	34,180.33	34,180.33
21	E-911 Fund	6,461.27	6,461.27
23	Hotel/Motel Tax Fund	121.66	121.66
31	Capital Improvements Fund	19,175.76	19,175.76
51	Water Fund	18,247.67	18,247.67
52	Sewer Fund	1,794.21	1,794.21
61	Information technology Fund	2,124.21	2,124.21
	TOTAL ALL FUNDS	\$82,105.11	\$82,105.11

PAYROLL FOR PAY PERIOD ENDING APRIL 2, 2011

		TOTAL
		PAYROLL
Legislation		
Administration		14,567.41
Community Development		9,216.18
Finance		7,772.99
Police		98,372.63
Public Works		18,889.30
Water		25,259.96
Sewer		6,593.51
IT Fund		
TOTAL	_	\$180,671.98
	=	
	GRAND TOTAL	\$262,777.09

Fund 10 Dept 1010	General Fund Boards & Commissions	VILLAGE OF BURR RIDGE Board Approval List Board Meeting of 04/11/11 FY'10-11		P	4/8/2011 Page 2 of 21
Vendor	Description	Amount Account Description	Account Number	Invoice Number	Batch
АТ&Т	Telephone-Mar'11 Telephone-Mar'11	12.57 Telephone 12.72 Telephone	10-1010-50-5030	630R05025203/Mar11 630R05033303/Mar11	41111A 41111A
AT&T Mobility	ty AT&T cell ph bill/Grasso-Mar11	25.29 Vendor Total 97.53 Telephone	10-1010-50-5030	287014819300/Mar11	41111A
- - - - -		97.53 Vendor Total			
A I & I Long Distance Phone/I	Distance Phone/long distance-Mar'11 ——	1.94 Telephone	10-1010-50-5030	858093021/Mar11	41111A
Baudville, Inc. 2	ic. 2RBC31 certificate paper-Mar11	58.40 Village Clerk 58.40 Vendor Total	10-1010-80-8020	2234370	41111A
Illinois State Police Liq lic	Police Liq lic pmts/Sulemani-Apr11	39.25 Village Clerk	10-1010-80-8020	Apr2011	41111A
Linda S. Pieczynski Ordina	czynski Ordinance prosecution-Mar'11	1,030.00 Prosecution Services	10-1010-50-5015	5127	411116
Postmaster	Replenish BRM psta acct-Mar11	350.00 Postage	10-1010-50-5025	BR259001/Mar11	41111B
		350.00 Vendor Total			
Steven O. Stroud Vide	troud Video tape board mtg-03/14/11 Video tape board mtg-03/28/11	575.00 Cable TV 450.00 Cable TV	10-1010-80-8030	2011-03 2011-03	41111C 41111C
Verizon Wireless	eless	1,025.00 Vendor Total			

Fund 10 Dept 1010	Fund 10 General Fund Dept 1010 Boards & Commissions	VILLAGE OF BURR RIDGE Board Approval List Board Meeting of 04/11/11 FY'10-11			4/8/2011 Page 3 of 21
Vendor	Description	Amount Account Description	Account Number Invoice Number	Invoice Number	Batch
	Ver. ph bill/Grasso-Mar'11	125.43 Telephone	10-1010-50-5030	10-1010-50-5030 2548586893/Mar11	41111B
		125.43 Vendor Total			
To	Total Boards & Commissions	2,752.84			

Fund 10 Dept 2010	Fund 10 General Fund Dept 2010 Administration	VILLAGE OF BURR RIDGE Board Approval List Board Meeting of 04/11/11		Pac	4/8/2011 Page 4 of 21
Vendor	Description	Amount Account Description	Account Number Invoice Number	Invoice Number	Batch
AT&T	Telephone-Mar'11 Telephone-Mar'11	81.68 Telephone 82.71 Telephone	10-2010-50-5030 10-2010-50-5030	630R05025203/Mar11 630R05033303/Mar11	41111A 41111A
		164.39 Vendor Total			
AT&T Long Distance Phone/I	Distance Phone/long distance-Mar'11	12.59 Telephone	10-2010-50-5030	858093021/Mar11	41111A
		12.59 Vendor Total			
Verizon Wireless Ver	eless Ver. ph bill/2-Mar'11	164.63 Telephone	10-2010-50-5030	2548586893/Mar11	41111B
		164.63 Vendor Total			
Willowbrook	Willowbrook/Burr Ridge WB/BR chamber mtg/Stricker-Apr	20.00 Training & Travel Expense	10-2010-40-4042 Apr2011	Apr2011	41111B
		20.00 Vendor Total			
To	Total Administration	361.61			

Fund 10 Dept 3010	General Fund Community Development	VILLAGE OF BURR RIDGE Board Approval List Board Meeting of 04/11/11 FY'10-11		Pag	4/8/2011 Page 5 of 21
Vendor	Description	Amount Account Description	Account Number	Invoice Number	Batch
American P	American Planning Assn Ad/PT Code Compliance Ofc-Mar.	100.00 Publishing 100.00 Vendor Total	10-3010-50-5035	032511	41111A
AT&T	Telephone-Mar'11 Telephone-Mar'11	125.66 Telephone 127.25 Telephone 252.91 Vendor Total	10-3010-50-5030	630R05025203/Mar11 630R05033303/Mar11	41111A 41111A
AT&T Long Distance Phone/l	Distance Phone/long distance-Mar'11	19.36 Telephone 19.36 Vendor Total	10-3010-50-5030	858093021/Mar11	41111A
CitiBusiness Card	s Card CC deed image/8050 Savoy Clb	3.00 Printing 3.00 Vendor Total	10-3010-50-5040	50822900/Apr11	41111A
HR Blueprint, Inc. Blue	nt, Inc. Blueprint copies/BR Clb-Mar11	15.00 Printing 15.00 Vendor Total	10-3010-50-5040	80174	41111A
Suburban L	Suburban Life Publications Hearing notice-03/18/11	726.72 Publishing 726.72 Vendor Total	10-3010-50-5035	16883/520189	41111B
Thompson	Thompson Elevator Insp Service Elev. inspection #10094-Mar11	100.00 Other Professional Servic	10-3010-50-5020	11-0890	41111B
Verizon Wireless Ver.	reless Ver. ph bill/2-Mar'11	156.24 Telephone 156.24 Vendor Total	10-3010-50-5030	2548586893/Mar11	41111B
To	Total Community Development	1,373.23			

Fund 10 Dept 4010	General Fund Finance	VILLAGE OF BURR RIDGE Board Approval List Board Meeting of 04/11/11		Pag	4/8/2011 Page 6 of 21
Vendor	Description	Amount Account Description	Account Number Invoice Number	Invoice Number	Batch
AT&T					
	Telephone-Mar'11	62.83 Telephone	10-4010-50-5030	630R05025203/Mar11	41111A
	Telephone-Mar'11	63.62 Telephone	10-4010-50-5030	630R05033303/Mar11	41111A
		126.45 Vendor Total			
AT&T Long Distance	Distance				
•	Phone/long distance-Mar'11	9.68 Telephone	10-4010-50-5030	858093021/Mar11	41111A
		9.68 Vendor Total			
Minuteman Press	Press				
	Business cards/Zurawski-Mar11	65.00 Printing	10-4010-50-5040 42921	42921	41111B
		65.00 Vendor Total			
Suburban Li	Suburban Life Publications				
	Budget hearing notc-Apr'11	278.60 Publishing	10-4010-50-5035	16883/521760	4 1111B
		278.60 Vendor Total			
Verizon Wireless	eless				
	Ver. ph bill-Mar'11	77.04 Telephone	10-4010-50-5030	2548586893/Mar11	41111B
	1	77.04 Vendor Total			
To	Total Finance	556.77			

Fund 10 Dept 402	Fund 10 General Fund Dept 4020 Central Services	VILLAGE OF BURR RIDGE Board Approval List Board Meeting of 04/11/11 FY'10-11			4/8/2011 Page 7 of 21
Vendor	Vendor Description	Amount Account Description	Account Number Invoice Number	Invoice Number	Batch
Embassy (Embassy Coffee Service, Inc.				
	2cs coffee & supls/PD-Mar'11	73.66 Operating Supplies	10-4020-60-6010 103738	103738	41111A
		73.66 Vendor Total			
ř	Total Central Services	73.66			

Fund 10 Dept 5010	General Fund Police	VILLAGE OF BURR RIDGE Board Approval List Board Meeting of 04/11/11 FY'10-11		Pag	4/8/2011 Page 8 of 21
Vendor	Description	Amount Account Description	Account Number	Invoice Number	Batch
AT&T					
	Outside emerg. phone-Mar'11	35.21 Telephone	10-5010-50-5030	630920013003/Mar11	41111A
	Telephone-Mar'11	345.55 Telephone	10-5010-50-5030	630R05025203/Mar11	41111A
	Telephone-Mar'11	349.93 Telephone	10-5010-50-5030	630R05033303/Mar11	41111A
		730.69 Vendor Total			
AT&T Long Distance	Distance				
	Phone/long distance-Mar'11	53.25 Telephone	10-5010-50-5030	858093021/Mar11	41111A
		53.25 Vendor Total			
FedEx					
	FedEx/MPH Ind-Mar'11	13.71 Postage	10-5010-50-5025	7-435-27155/Mar11	41111A
		13.71 Vendor Total			
Illinois Secre	Illinois Secretary of State				
	2011 IL notary file fee-Flentg	10.00 Other Professional Servic	10-5010-50-5020	Mar2011	41111A
		10.00 Vendor Total			
Notaries As:	Notaries Assn of Illinois, Inc				
	2011 notary bond/Flentge	16.00 Other Professional Servic	10-5010-50-5020	Mar2011	41111B
	2011 notary stamp/Flentge	14.00 Operating Supplies	10-5010-60-6010	Mar2011	41111B
		30.00 Vendor Total			
Ray O'Herron Co.	in Co.				
	Disposable blankets/20-Mar11	139.00 Operating Supplies	10-5010-60-6010	0034943-IN	41111B
		139.00 Vendor Total			
United Radi	United Radio Communications				
	Rpl speaker #1009-Mar'11	144.00 Maintenance-Equipment	10-5010-50-5050	21091200	41111B
	Rpr deck light #0613-Mar'11	97.46 Maintenance-Equipment	10-5010-50-5050	21091300	41111B
	Rpr take down lights #1011	97.46 Maintenance-Equipment	10-5010-50-5050	21091400	41111B
		338.92 Vendor Total			

Verizon Wireless

Fund 10 Genera Dept 5010 Police	General Fund Police	VILLAGE OF BURR RIDGE Board Approval List Board Meeting of 04/11/11		a.	4/8/2011 Page 9 of 21
Vendor	Description	Amount Account Description	Account Number Invoice Number	Invoice Number	Batch
	Ver. ph bill/6-Mar'11	430.65 Telephone	10-5010-50-5030	10-5010-50-5030 2548586893/Mar11	41111B
	I	430.65 Vendor Total			
Willowbrook Ford	< Ford				
	Rpl frnt brake rotors-#1009	366.51 Maintenance-Vehicles	10-5010-50-5051	6086525/2	41111B
	'	366.51 Vendor Total			
To	Total Police ====================================	2,112.73			

Fund 10 General Fund Dept 6010 Public Works	VILLAGE OF BURR RIDGE Board Approval List Board Meeting of 04/11/11 FY'10-11		Page	4/8/2011 Page 10 of 21
Vendor Description	Amount Account Description	Account Number	Invoice Number	Batch
AT&T				
Phone/RA barn-Mar'11	37.73 Telephone	10-6010-50-5030	630323465803/Mar11	41111A
Phone/PW fax line-Mar'11		10-6010-50-5030	630323479803/Mar11	41111A
Telephone-Mar'11		10-6010-50-5030	630655368503/Mar11	41111A
Telephone-Mar'11		10-6010-50-5030	630R05025203/Mar11	41111A
Telephone-Mar'11	106.04 Telephone	10-6010-50-5030	630R05033303/Mar11	41111A
	425.26 Vendor Total			
AT&T Long Distance				
Phone/long distance-Mar'11	16.14 Telephone	10-6010-50-5030	858093021/Mar11	41111A
	16.14 Vendor Total			
Breens Cleaners				
Uniform rental-03/22/11	81.59 Uniform Allowance	10-6010-40-4032	303633	41111A
	81.59 Vendor Total			
B & R Repair & Co.				
Rpl fan clutch/wiper mtr-#37	957.41 Maintenance-Vehicles	10-6010-50-5051	WI027883	41111A
	957.41 Vendor Total			
Burr Ridge Car Care, Inc.				
Rpl speed sensor(50%)unit #50	147.89 Maintenance-Vehicles	10-6010-50-5051	11832	41111A
	147.89 Vendor Total			
Chicago International Trucks	Coloido/V company Maintenance	04000	667460	<
Not a batteries unit #23-red i	499.33 Mainteriance-Veriores	1000-00-0100-01	001 100	‡ - - - - -
	499.55 Vendor Total			
Exelon Energy Inc. Elect/Vill street lights-Mar11	1,421.00 Street Lighting-Electric	10-6010-50-5065	200323900060/Mar11	41111A
	1,421.00 Vendor Total			
Factory Cleaning Equipment				
Repair floor scrubber-Mar'11	1,486.00 Maintenance-Equipment	10-6010-50-5050	44175	41111A

Fund 10 Dept 6010	General Fund Public Works	VILLAGE OF BURR RIDGE Board Approval List Board Meeting of 04/11/11 FY'10-11			4/8/2011 Page 11 of 21
Vendor	Description	Amount Account Description	Account Number	Invoice Number	Batch
	manufactural variables	1,486.00 Vendor Total			
Grainger	Light bulbs (str. lights)Mar11	424.20 Supplies-Streets	10-6010-60-6042	9474700052	41111A
		424.20 Vendor Total			
Image Systems and 2011 S	ems and 2011 Savin copier maint contr.	364.77 Other Contractual Service	10-6010-50-5095	149959-0	41111C
		364.77 Vendor Total			
McMaster-C	McMaster-Carr Supply Company Padlocks/6-Mar'11	72.06 Operating Supplies	10-6010-60-6010	79612547	41111A
		72.06 Vendor Total			
Meade Elec	Meade Electric Company, Inc. Rpr str. light/97th-Mad/Feb11 Rpr str light/6423 Manor-Feb11	307.90 Maintenance-Lighting 3,964.00 Maintenance-Lighting	10-6010-50-5054 10-6010-50-5054	649489 649490	41111B 41111B
		4,271.90 Vendor Total			
Menards - Hodgkins Flaggin Flexible	lodgkins Flagging tape/2-Mar'11 Flexible funnel/1-Mar'11	7.96 Operating Supplies 2.29 Operating Supplies	10-6010-60-6010	32516 32516	41111B 41111B
	Flagging tape/2-Mar'11	7.96 Operating Supplies	10-6010-60-6010	33348	41111B
; ;		18.21 Vendor Total			
Rag's Electric	ic Street light maint-Mar'11 Street light maint-Mar'11	334.06 Maintenance-Lighting 1,296.74 Maintenance-Lighting	10-6010-50-5054 10-6010-50-5054	7372 7373	41111B 41111B
		1,630.80 Vendor Total			
Red Wing Shoe Store	hoe Store				
	Safety shoes/Nowak-Mar'11 Safety shoes/Murrin-Mar'11	51.94 Uniform Allowance 56.18 Uniform Allowance	10-6010-40-4032 10-6010-40-4032	45-4250 45-4250A	41111B 41111B
		108.12 Vendor Total			

Fund 10 General Fund Dept 6010 Public Works	VILLAGE OF BURR RIDGE Board Approval List Board Meeting of 04/11/11		<u>č</u>	4/8/2011 Page 12 of 21
Vendor Description	Amount Account Description	Account Number	Account Number Invoice Number	Batch
Marciana Renacido Reimb. mailbox post-Renacido	75.00 Reimbursable Contractor S	10-6010-50-5096	032111	41111B
	75.00 Vendor Total			
rameling Grading Debris removal-03/12/11	1,750.00 Garbage Hauling	10-6010-50-5066	TG10/Mar11	41111B
	1,750.00 Vendor Total			
Verizon Wireless				
Elgin BSC equipment/Carr-Mar11	67.47 Telephone	10-6010-50-5030	2548586893/Mar11	41111B
Ver. ph bill/11 prorated-Mar11	307.72 Telephone	10-6010-50-5030	2548586893/Mar11	41111B
	375.19 Vendor Total			
Wholesale Direct, Inc.		00000	, co	
ומטלי וומטר ווקוונא-טמון דו	z40.39 Supplies-vellicles	10-0010-0041	103533	4 1 1 1
· (246.39 Vendor I otal			
Winklers Tree Service, Inc. Tree trimming-Mar'11	11,574.00 Maintenance-Trees	10-6010-50-5056	48083	41111B
,	11,574.00 Vendor Total			
Total Public Works	25,945.48			

Fund 10 Dept 6020	General Fund Buildings & Grounds	VILLAGE OF BURR RIDGE Board Approval List Board Meeting of 04/11/11 FY'10-11		.	4/8/2011 Page 13 of 21
Vendor	Description	Amount Account Description	Account Number	Invoice Number	Batch
Breens Cleaners PD VH VH	aners PD mat rental-03/22/11 VH mat rental-03/22/11 PW mat rental-03/22/11	27.00 Janitorial Services 18.00 Janitorial Services 21.00 Janitorial Services	10-6020-50-5058 10-6020-50-5058 10-6020-50-5058	303626 303626 303626	41111A 41111A 41111A
COMED	Electric/median lighting-Mar11	59.45 Utilities 59.45 Vendor Total	10-6020-50-5080	1319028022/Mar11	41111A
Fire & Secu	Fire & Security Systems, Inc. FD alarm monitor/PD-Mar'11	228.00 Maintenance-Buildings 228.00 Vendor Total	10-6020-50-5052	107176	41111A
Grainger	Light bulbs (buildings) Mar'11 Wire stripper/cutter/1-Mar'11	528.68 Operating Supplies 10.84 Operating Supplies 539.52 Vendor Total	10-6020-60-6010	9474700052 9486130165	41111A 41111A
McMaster-C	McMaster-Carr Supply Company Padlocks/6-Mar'11	72.06 Operating Supplies 72.06 Vendor Total	10-6020-60-6010	79612547	41111A
Menards - Hodgkins Preen 1 Total Build	- Hodgkins Preen weed preventer/1-Mar11 Total Buildings & Grounds	38.98 Operating Supplies 38.98 Vendor Total 1,004.01	10-6020-60-6010	33348	411118

Fund 21 Dept 7010	Fund 21 E-911 Fund Dept 7010 Special Revenue E-911	VILLAGE OF BURR RIDGE Board Approval List Board Meeting of 04/11/11 FY'10-11		Page	<i>4/8</i> /2011 Page 14 of 21
Vendor	Description	Amount Account Description	Account Number Invoice Number	Invoice Number	Batch
AT&T	E911 line charge-Mar'11	1,027.62 Other Contractual Service	21-7010-50-5095	21-7010-50-5095 630Z99786803/Mar11	41111A
		1,027.62 Vendor Total			
Convergenc	Convergence Technologies, Inc. Squad car wireless-phone/data	2,137.57 Equipment	21-7010-70-7000 441995	441995	41111A
		2,137.57 Vendor Total			
Orbis Communications Squad cal	nunications Squad car comm. to network-Apr	1,890.00 Equipment	21-7010-70-7000	555419	41111B
		1,890.00 Vendor Total			
Southwest (Southwest Central 911 System E911 surcharge col-Feb'11	1,406.08 Other Contractual Service	21-7010-50-5095	Feb2011	41111B
		1,406.08 Vendor Total			
To	Total Special Revenue E-911	6,461.27			

Fund 23 Dept 7030	23 Hotel/Motel Tax Fund 7030 Special Revenue Hotel/Motel	VILLAGE OF BURR RIDGE Board Approval List Board Meeting of 04/11/11		ä	4/8/2011 Page 15 of 21
Vendor	Description	Amount Account Description	Account Number Invoice Number	Invoice Number	Batch
COMED					
	Electric/gateway sign-Mar'11	121.66 Gateway Projects	23-7030-50-5075	23-7030-50-5075 1153168007/Mar11	41111A
	, 1	121.66 Vendor Total			
T	Total Special Revenue Hotel/Motel	121.66			

Fund 31 Dept 8010	31 Capital Improvements Fund 8010 Capital Improvement	VILLAGE OF BURR RIDGE Board Approval List Board Meeting of 04/11/11			4/8/2011 Page 16 of 21
Vendor	Description	Amount Account Description	Account Number Invoice Number	Invoice Number	Batch
HDR Engir	HDR Engineering, Inc. Ph2 Mad-Joliet Rd inters/eng.	19,175.76 Improvements	31-8010-70-7010	31-8010-70-7010 278049HR/Feb11	41111A
		19,175.76 Vendor Total			
Ě	Total Capital Improvement	19,175.76			

4/8/2011 VII I AGE OF BURB BINGE Fund 51 Water Fund

Fund 51 Dept 6030	Water Fund Water Operations	VILLAGE OF BURR RIDGE Board Approval List Board Meeting of 04/11/11		Pag	4/8/2011 Page 17 of 21
Vendor	Description	Amount Account Description	Account Number	Invoice Number	Batch
AT&T					Alloway in the second
	Water/well pumping line-Mar11	73.21 Telephone	51-6030-50-5030	630325420903/Mar11	41111A
	Telephone-Mar'11	94.24 Telephone	51-6030-50-5030	630R05025203/Mar11	41111A
	Telephone-Mar'11	95.44 Telephone	51-6030-50-5030	630R05033303/Mar11	41111A
	Well monitor line-Mar'11	115.78 Telephone	51-6030-50-5030	708Z40020903/Mar11	41111A
	ı	378.67 Vendor Total			
AT&T Long Distance	Distance				
	Phone/long distance-Mar'11	14.52 Telephone	51-6030-50-5030	858093021/Mar11	41111A
		14.52 Vendor Total			
Breens Cleaners	aners				
	Uniform rental-03/22/11	46.19 Uniform Allowance	51-6030-40-4032	303633	41111A
	•	46.19 Vendor Total			
Burr Ridge (Burr Ridge Car Care, Inc.				
	Rpl speed sensor(50%)unit #50	147.89 Maintenance-Vehicles	51-6030-50-5051	11832	41111A
		147.89 Vendor Total			
Cla-Val					
	Rpl solenoid/PC-Feb'11	966.40 Maintenance-Equipment	51-6030-50-5050	551329	41111A
		966.40 Vendor Total			
COMED					
	Elect/Bedford sump pump-Mar'11	65.85 Utilities	51-6030-50-5080	9179647001/Mar11	41111A
	Electric/2M tank-Mar'11	80.30 Utilities	51-6030-50-5080	9256332009/Mar11	41111A
		146.15 Vendor Total			
East Jordan	East Jordan Iron Works, Inc.				
	Hydrant valve assy-1/Jan11	2,040.00 Supplies-Equipment	51-6030-60-6040	3344360	41111A
	Rpr clamp/lug access kit-Jan11	555.00 Supplies-Equipment	51-6030-60-6040	3344363	41111A
	Hydrant valve assy-1/Jan11	1,875.00 Supplies-Equipment	51-6030-60-6040	3344363	41111A
		4,470.00 Vendor Total			

Fund 51 Dept 6030	Water Fund Water Operations	VILLAGE OF BURR RIDGE Board Approval List Board Meeting of 04/11/11		Page	4/8/2011 Page 18 of 21
Vendor	Description	Amount Account Description	Account Number	Invoice Number	Batch
Grainger					
	Blue marking paint/48-Mar'11	222.72 Operating Supplies	51-6030-60-6010	9480578955	41111A
	Measuring tape-Mar'11	31.32 Operating Supplies	51-6030-60-6010	9480578955	41111A
	Electrical connectors/4-Mar*11	71.40 Operating Supplies	51-6030-60-6010	9480578955	41111A
		325.44 Vendor Total			
Image Systems and	ims and				
	2011 Savin copier maint contr.	364.77 Other Contractual Service	51-6030-50-5095	149959-0	41111C
		364.77 Vendor Total			
McMaster-C	McMaster-Carr Supply Company				
	Padlocks/12-Mar'11	144.10 Operating Supplies	51-6030-60-6010	79612547	41111A
		144.10 Vendor Total			
NICOR Gas					
	Nicor heating-Mar'11	294.59 Utilities	51-6030-50-5080	4791570000/Mar11	41111B
		294.59 Vendor Total			
PDC Laboratories, Inc.	Itories, Inc.				
	Water testing-Feb'11	2,715.00 Professional Services	51-6030-50-5020	6792328	41111B
		2,715.00 Vendor Total			
Red Wing Shoe Store	hoe Store				
	Safety shoes/Murrin-Mar'11	31.80 Uniform Allowance	51-6030-40-4032	45-4250B	41111B
	Safety shoes/Nowak-Mar'11	29.40 Uniform Allowance	51-6030-40-4032	50-4250C	41111B
		61.20 Vendor Total			
Tameling Grading	ading	4 750 00 Maintanana Distribution	F4 6000 F0 F067	, , , , , , , , , , , , , , , , , , ,	77
	Debris removal-U3/12/11	1,750.00 Maintenance-Distribution	7905-050-06-16	G10/Marii	411118
		1,750.00 Vendor Total			
Verizon Wireless	eless	!			
	Elgin BSC equipmnt/Lukas-Mar11 Ver. ph bill/10 prorated-Mar11	311.22 Telephone 278.53 Telephone	51-6030-50-5030 51-6030-50-5030	2548586893/Mar11 2548586893/Mar11	41111B 41111B
)			!

Fund 51 Dept 6030	Fund 51 Water Fund Dept 6030 Water Operations	VILLAGE OF BURR RIDGE Board Approval List Board Meeting of 04/11/11 FY'10-11			4/8/2011 Page 19 of 21
Vendor	Description	Amount Account Description	Account Number Invoice Number	Invoice Number	Batch
		589.75 Vendor Total			
Vian Constr	Vian Construction Co., Inc.	E 029 Of Maintanan Dietribution	E1 8030 E0 E087	2020044	7
	Kpr watermain///otn St-Mari i	5,833.00 Maintenance-Distribution	1100505 /005-05-0500-16	3030011	4.
		5,833.00 Vendor Total			
To	Total Water Operations	18,247.67			

Fund 52 Dept 6040	Sewer Fund Sewer Operations	VILLAGE OF BURR RIDGE Board Approval List Board Meeting of 04/11/11 FY'10-11		Pag	4/8/2011 Page 20 of 21
Vendor	Description	Amount Account Description	Account Number	Invoice Number	Batch
AT&T					
	Phone/H'Flds lift stn-Mar'11	56.57 Telephone	52-6040-50-5030	630321967903/Mar11	41111A
	Telephone-Mar'11	10.46 Telephone	52-6040-50-5030	630R05025203/Mar11	41111A
	Telephone-Mar'11	10.61 Telephone	52-6040-50-5030	630R05033303/Mar11	41111A
		77.64 Vendor Total			
AT&T Long Distance	Distance				
	Phone/long distance-Mar'11	1.61 Telephone	52-6040-50-5030	858093021/Mar11	41111A
		1.61 Vendor Total			
Breens Cleaners	ners				
	Uniform rental-03/22/11	26.17 Uniform Allowance	52-6040-40-4032	303633	41111A
		26.17 Vendor Total			
COMED					
	Electric/H'Flds lift stn-Mar11	40.90 Utilities	52-6040-50-5080	0099002061/Mar11	41111A
	Electric/C'Moor lift stn-Mar11	244.13 Utilities	52-6040-50-5080	0356595009/Mar11	41111A
	Electric/A'Head lift stn-Mar11	169.08 Utilities	52-6040-50-5080	7076690006/Mar11	41111A
		454.11 Vendor Total			
National Pov	National Power Rodding Corp.				
	Swr jetting/1435 Tomlin-Feb11	1,200.00 Maintenance-Utility Syste	52-6040-50-5068	41599	41111C
		1,200.00 Vendor Total			
Red Wing Shoe Store	hoe Store				
	Safety shoes/Murrin-Mar'11	18.02 Uniform Allowance	52-6040-40-4032	45-4250D	41111B
	Safety shoes/Nowak-Mar'11	16.66 Uniform Allowance	52-6040-40-4032	45-4250E	41111B
		34.68 Vendor Total			
Tot	Total Sewer Operations	1,794.21			

Fund 61 Dept 4040	Fund 61 Information Technology Fund Dept 4040 Information Technology	VILLAGE OF BURR RIDGE Board Approval List Board Meeting of 04/11/11 FY'10-11			4/8/2011 Page 21 of 21
Vendor	Description	Amount Account Description	Account Number Invoice Number	Invoice Number	Batch
CitiBusiness Card Fees Com	: Card Fees/misc chg-Apr11 Computer repair parts-Apr11	47.37 Maintenance-Equipment 144.57 Maintenance-Equipment 191.94 Vendor Total	61-4040-50-5050	50822900/Apr11 50822900/Apr11	41111A 41111A
Convergenc	Convergence Technologies, Inc. Access points elect supls-Mar.	232.46 Maintenance-Equipment 232.46 Vendor Total	61-4040-50-5050	441994	41111A
DuPage Cou	DuPage County Treasurer CICS transaction fees-Feb'11	16.86 Data Processing Service 16.86 Vendor Total	61-4040-50-5061	8630	41111C
Runco Office Supply CE253. CE251. CE251. CE250.	Supply CE253A Mgnta cartridge/1-Mar11 CE252A Yell cartridge/1-Mar11 CE251A Cyan cartridge/1-Mar11 CE250A blk cartridge/2-Mar11	209.99 Operating Supplies 209.99 Operating Supplies 209.99 Operating Supplies 217.98 Operating Supplies 847.95 Vendor Total	61-4040-60-6010 61-4040-60-6010 61-4040-60-6010 61-4040-60-6010	481663-0 481663-0 481663-0 481663-0	41111C 41111C 41111C 41111C
Vons Electric, Inc. Elect Total Info	ctric, Inc. Electrical for access points Total Information Technology	835.00 Maintenance-Equipment 835.00 Vendor Total 2,124.21	61-4040-50-5050	4633	41111B