

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

**June 13, 2011
7:00 p.m.**

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE:** **Ellie Fichtelberg
Burr Ridge Middle 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.

**Continued Public Hearing
Annexation Agreement
15W460 North Frontage Road**

5. MINUTES

- *A. Approval of Regular Meeting of May 23, 2011
- *B. Receive and File Approved Veterans Memorial Committee Meeting of April 27, 2011
- *C. Receive and File Draft Economic Development Committee Meeting of May 17, 2011
- *D. Receive and File Draft Street Policy Committee Meeting of May 23, 2011
- *E. Receive and File Draft Plan Commission Meeting of June 6, 2011

6. ORDINANCES

- A. Consideration of Ordinance Approving an Annexation Agreement (15W460 North Frontage Road)
- *B. Approval of Ordinance Amending Sections 55.04 – 55.08 of Article II and Section 55.11 of Article III, Chapter 55 of the Village of Burr Ridge Municipal Code
- *C. Approval of Ordinance Adding Section 35-11-313 of Chapter 35 (Motor Vehicles) of the Burr Ridge Municipal Code (Honorary Street Signs)
- *D. Approval of Ordinance Granting a Special Use Pursuant to the Village of Burr Ridge Zoning Ordinance for a Real Estate Office in a B1 District (Z-10-2011: 90 Burr Ridge Parkway – Remax County Line)

7. RESOLUTIONS

- *A. Adoption of Resolution Authorizing Local Agency Agreement Between the Illinois Department of Transportation and the Village of Burr Ridge for the Utilization of State and Federal Funds
- *B. Adoption of Resolution Authorizing Intergovernmental Agreement Between DuPage County and the Village Of Burr Ridge for Reimbursement of Expenditures for the Madison Street Traffic Signal Project (STP)
- *C. Adoption of Resolution Adopting the Prevailing Wage Rate for Laborers, Workers and Mechanics Employed in Public Works of the Village of Burr Ridge, Cook and DuPage Counties, Illinois

8. CONSIDERATIONS

- A. Consideration of Plan Commission Recommendation to Approve Amendments to the Zoning Ordinance – Annual Zoning Ordinance Update
- B. Consideration of Economic Development Committee Recommendation Concerning the Promotion of Downtown Burr Ridge
- C. Consideration of Stormwater Committee Recommendation to Approve Contract for Additional Landscaping along the Police Department Detention Pond
- D. Discussion Regarding 2011-2013 Strategic Goals Meeting
- *E. Approval of Plan Commission Recommendation to Approve Temporary Special Use to Permit an Automobile Powder Coating Business to Operate in the Building (Z-02-2011: 15W308 and 15W320 North Frontage Road – Martin)
- *F. Approval of Plan Commission Recommendation to Approve Variation to Permit an Addition Connecting Two Existing Buildings (Z-08-2011: 220-240 Shore Drive – Branson & Bratton)
- *G. Approval of Plan Commission Recommendation to Approve Special Use to Permit Expansion of an Existing Restaurant (Z-09-2011: 200-206 Burr Ridge Parkway – Dao Sushi & Thai)
- *H. Approval of Plan Commission Recommendation to Approve Sign Variation (S-03-2011: 201 Bridewell Drive – Eddie Merlot's)
- *I. Approval of Request from Burr Ridge Park District for Donation to Farmers' Market
- *J. Ratification of Union Contract with Fraternal Order of Police (Patrol Officers)
- *K. Approval of Vendor List
- L. Other Considerations – For Announcement, Deliberation and/or Discussion Only – No Official Action will be Taken

9. AUDIENCE

10. REPORTS AND COMMUNICATIONS FROM VILLAGE OFFICIALS

11. ADJOURNMENT

TO: Mayor and Board of Trustees
FROM: Village Administrator Steve Stricker and Staff
SUBJECT: Regular Meeting of June 13, 2011
DATE: June 10, 2011

PLEDGE OF ALLEGIANCE

Miss Ellie Fichtelberg, Burr Ridge Middle School

CONTINUED PUBLIC HEARING – Annexation Agreement 15W460 North Frontage Road

This public hearing was continued from the May 23 Board meeting. The Ordinance approving this Agreement is Item #6A on this agenda.

6. ORDINANCES

A. Annexation Agreement (15W460 North Frontage Road)

Attached please find the latest draft of the Annexation Agreement for the property at 15W460 North Frontage Road, with the parties being the Village, the property owner Mr. Robert Rogulic (London Properties, LLC) and the tenant SAIA Motor Freight Lines. I anticipate that there are still a couple of minor changes that will need to be made to this Agreement as outlined below, but that the Agreement should be ready in final form for Board review and approval on Monday evening.

In summary, the agreement requires SAIA/Rogulic to:

- Provide a one-time \$25,000 annexation fee to the Village.
- Agree not to seek zoning for a truck depot during the term of the Agreement, with the understanding that rezoning could be sought for a use consistent with the existing zoning code for a use other than a truck depot.
- Provide sound reduction improvements including:
 - ✓ a 16-foot sound wall and
 - ✓ a 12-foot fence in certain locations (see Exhibit C) with the understanding that SAIA will order all materials for the wall within 10 days after the issuance of the last permit to be issued and to complete construction of the fence no later than 60 days after the delivery of the fabricated steel posts
 - ✓ the elimination of back-up beepers for hostling tractors
 - ✓ training for all hostling tractor operators and employees who drop dock plates on the proper use of equipment to reduce noise

- ✓ perform loading and unloading of trucks on the south side of the property during non-peak hours
 - ✓ perform normal truck maintenance to the extent possible during the period from 7:00 a.m. to 10:00 p.m., with the understanding that maintenance can be done during evening hours if the west doors of the maintenance building are closed during this period of time
 - ✓ install dock plate improvements to reduce noise levels, with a solution to be determined by no later than November 1, 2011. If the parties cannot agree to a solution, then the issue may be presented to an arbitrator
- Properly maintain landscaping on the site.
 - Meet with the Village in good faith, if future noise issues become a problem.
 - Provide low-growth landscaping in front of the property along the Frontage Road.
 - Conduct a lighting study upon completion of construction of all sound barrier walls.

In exchange, the Village agrees to:

- Allow a truck depot to exist on a 24-hours-a-day, 7-days-a-week basis
- Not pass more stringent noise regulations that would impact this property
- Waive the 30-foot landscape buffer in exchange for the wall/fence improvements
- Allow the existing parking lots on the subject property to remain unpaved
- Permit SAIA to replace its existing office building by constructing a new office building, so long as there is no increase in the number of truck docks
- Not engage in noise testing for a period of two years (it is anticipated that this section will change – see below)
- Support SAIA's request for a stormwater permit from DuPage County in order to install the fence/wall

As far as the billboards are concerned, it is agreed that the two existing billboards will be allowed to remain as a non-conforming use. However, during the 20-year term of the Agreement, if they are destroyed by an act of God, they can be replaced and allowed to remain for either the remaining portion of the 20-year Agreement or the end of SAIA's lease, whichever is later, at which time they would have to be removed.

The Chestnut Hills residents raised concerns about the non-ability to perform testing for the two years after noise improvements are installed. This issue was raised after SAIA determined that it needed to perform maintenance operations during evening hours. With this in mind, SAIA has agreed to allow the Village to conduct an evening high-impose noise test by an independent professional once all improvements are installed to determine the impact of any night-time maintenance. This language has

already been included in the latest draft of the Agreement. In addition, SAIA will agree to allow any and all testing to be performed during the two-year period after the noise improvements are installed, with the understanding that the Village would not prosecute any violations (see attached memo from Scott Hargadon).

Once again, I expect that a final draft will be able to be presented to the Village Board on Monday evening for approval. With this in mind, **it is my recommendation** that the Ordinance authorizing the Annexation Agreement between the Village, SAIA and the property owner be approved.

B. Amend Sign Ordinance (S-02-2011: Sign Ordinance Update)

Attached is an Ordinance amending the Sign Ordinance. The amendments are provided in response to direction from the Board of Trustees and the ad hoc Sign Ordinance Task Force appointed by the Board. The task force recommended consideration of several amendments to the Sign Ordinance. At its May 23, 2011 meeting, the Board reviewed the Plan Commission's recommendation regarding these amendments and directed staff to prepare the attached Ordinance.

It is our recommendation: that the Ordinance be approved.

C. 77th Street as Honorary "Memorial Drive Honoring all Veterans"

Attached please find an Ordinance that creates a new designation under Chapter 35 to create a placeholder for honorary street signs and lists 77th Street as "Memorial Drive Honoring All Veterans."

It is our recommendation: that Ordinance be approved.

D. Special Use (Z-10-2011: 90 Burr Ridge Parkway – Remax)

Please find attached an Ordinance approving a special use and a letter from the Plan Commission recommending the special use requested by Remax County Line for a real estate office at 90 Burr Ridge Parkway.

Real Estate Offices require special use approval in the Business Districts. The intent of the special use requirement is to ensure that retail areas do not become office centers and to avoid the reduction in Village sales tax revenues that occurs when offices replace retail businesses. The Plan Commission recommends the special use primarily because it does not represent an increase in floor area for non-retail uses in County Line Square. The real estate office is moving into space previously occupied by a bank.

It is our recommendation: that the Board concurs with the Plan Commission and approves the Ordinance.

7. RESOLUTIONS

- A. Agreement with IDOT for Madison Street Traffic Signal
- B. Agreement with DuPage County for Madison Street Traffic Signal

The design phase for the Madison Street Traffic signal project is concluding and the project is currently slated for an August 5, 2011 letting. In order to reduce the Burr Ridge cost for this project, village staff has been aggressively pursuing IDOT and DuPage County to secure additional funding for the local match for this project. Although this project is primarily (70%) funded by a federal grant, the remainder of the construction cost (30%), and the entire construction engineering cost, must be borne by the local agency(s). Due to the \$1.3M cost of the project, and the cost for construction engineering and material testing, the local share for this project remains substantial. Although the Village has budgeted funds for the local match, staff felt it was worthwhile to pursue IDOT and DuPage County for contributions, especially since IDOT retains jurisdiction over two legs of the intersection, and DuPage County retains jurisdiction over the north leg.

Staff is pleased that both IDOT and DuPage County have agreed to contribute for the portion of the work which will take place within their right-of-way, as well as a contribution toward the construction engineering contract. The cost for the actual traffic signal installation will be proportioned based upon the jurisdictional share of the intersection (50% IDOT, 25% DuPage County, and 25% Burr Ridge). Additional resurfacing, sidewalk, curb and gutter, and drainage improvements will be proportioned based upon the agency that owns the right-of-way upon which the improvement will be installed. The vast majority of this ancillary work occurs within the IDOT right-of-way, so IDOT participation is particularly beneficial. The contractual agreements and related impacts include the following:

IDOT

IDOT has agreed to contribute \$399,892 toward the local match for this project. A LAA (Local Agency Agreement) is attached hereto, which will formalize this arrangement. IDOT will be a signatory to the Local Agency Agreement, so IDOT will be obligated to make their contributions as bills become due, therefore Burr Ridge will not have to "front" the money on IDOT's behalf. This agreement reduces the Burr Ridge cost of the project by \$400K.

DuPage County

The Village has secured a commitment from DuPage County to contribute \$50,363.07 toward the local match for this project. DuPage County will not be a signatory to the Local Agency Agreement, so the Village will "front" the \$50K and will be reimbursed by the County. The County has drafted the attached Intergovernmental Agreement, which will formalize

this arrangement at the time of signing. This contribution will reduce the Burr Ridge cost of the project by an additional \$50K.

Village of Burr Ridge

The Village of Burr Ridge contribution for the construction and Phase III engineering for this project will be substantially reduced as a result of the above listed agreements; the Burr Ridge contribution is now anticipated to be approximately \$50K (actual numbers will not be known until the project is let). It should be noted that a developer contribution from the Walsh-Higgins project, in the amount of \$132,500, has been secured for this purpose. Therefore, the aggregation of revenue for this project exceeds the anticipated Burr Ridge expenditure for construction and Phase III engineering. The surplus revenue will be carried over to the FY 12-13 fiscal year and will supplement the capital surplus for that year.

7A – It is our recommendation: that the Resolution be adopted and that the Board authorize the Mayor to execute the Local Agency Agreement for utilization of Federal and State funding for the Madison Street Traffic Signal (STP Grant Project).

7B – It is our recommendation: that the Resolution be adopted and that the Board authorize the Mayor to execute the Intergovernmental Agreement for reimbursement of funds expended on the Madison Street Traffic Signal (STP Grant Project).

C. Prevailing Wage Rates for Public Works Employees

Enclosed is a Resolution that the Village is required to approve each June. The State Department of Labor requires that laborers, mechanics and other workers employed in any Public Works projects undertaken by the Village be paid at the prevailing wage rates for construction workers in Cook and DuPage Counties. A schedule of these rates is included as an attachment to the Resolution.

It is our recommendation: that the Resolution be adopted.

8. CONSIDERATIONS

A. Plan Commission Recommendation – Amend Zoning Ordinance

Please find attached a letter from the Plan Commission recommending approval of the annual Zoning Ordinance Update. The update includes the following amendments:

- Section IV.I.12 reducing required minimum lot width for driveway gates;
- Section IV.I to add regulations for retaining walls on private property;

- Section IV.R to clarify that the home occupation regulations apply to residential uses in non-residential districts;
- Section IV.K to clarify that parking regulations for trailers and commercial vehicles apply to residential properties in non-residential districts;
- Section IV to reformat the regulations without substantive changes;
- Section IV to make existing rooftop screening requirements applicable to office, business and transitional districts and to modify the required height of rooftop screening.

The Plan Commission also considered an amendment to Section IV.I to add regulations for salt protection fences on residential properties located on arterial streets but does not recommend adding any such regulations at this time. It is the opinion of the Commission that there may be certain residential properties that may need salt protection fences based on adjacent traffic but that those situations would be few and would be based on unique conditions that may justify a variation.

It is our recommendation: that the Board direct staff to prepare an Ordinance amending the Zoning Ordinance as recommended by the Plan Commission.

B. Economic Development Committee Recommendation – Promotion of Downtown Burr Ridge

Pursuant to a request from Mayor Grasso, the Economic Development Committee has created a list of recommendations to promote downtown Burr Ridge (see attached). Also, see Economic Development Committee minutes of May 17, which is item 5C. I will provide a PowerPoint presentation on the proposed recommendations on Monday evening.

It is our recommendation: that the recommendation of the Economic Development Committee to promote downtown Burr Ridge be approved and that contracts to www.seeyoudowntown.com for video promotions in the amount of \$9,100 and to Hitchcock Design Group for design services associated with creating a design concept for a sign along I-55 in the amount of \$10,500 be approved.

C. Stormwater Committee Recommendation – Additional Landscaping along Police Department Detention Pond

The Village of Burr Ridge Stormwater Committee wishes to pursue the opportunity of providing additional landscape improvements around the Police stormwater detention facility. The Committee has proposed installation of four planter beds which are intended to enhance the appearance of the stormwater facility and to serve as an example of the type of landscaping that the Committee wishes to promote as an

enhancement to existing and proposed detention facilities. The planter beds will be located between the County Line Road sidewalk and the stormwater facility, and will consist primarily of native plants such as grasses and flowering perennials.

Staff has been directed to solicit quotations for this work. Initial proposals were reviewed by the Stormwater Committee at the May 10 meeting, at which time staff was directed to refine the scope and negotiate more favorable pricing. Three committee liaisons, Nancy Montelbano, Wil Wilcox, and Wayne Mrjenovich were identified to assist in the review of the plant material and proposed scope of work. Negotiations have been concluded, and a proposal from Vince's Landscaping, in the amount of \$7,500, for the installation of four planter beds, is recommended for approval. This work will be paid for from a portion of the remaining Police Station construction funds. It is anticipated that the installation will be performed in late June, 2011.

It is our recommendation: that a contract be awarded to Vince's Landscaping, for the construction of four planter beds at the Police Facility, in an amount not to exceed \$7,500.

D. 2011-2013 Strategic Goals Meeting

Every two years, the Village Board conducts a Strategic Goal Setting meeting that allows Trustees to present new ideas and strategies they would like to see implemented (see attached goals established for FY 2009-2011). In the past, we have used a facilitator to help lead us in this process. However, due to budget constraints, I am once again recommending that we conduct this process using our existing Staff. I will be asking the Board to check their calendars for an evening meeting, starting at 6:00 p.m., sometime during the month of September.

E. Plan Commission Recommendation – Special Use (Z-02-2011: 15W308 and 15W320 North Frontage Road – Martin)

Please find attached a letter from the Plan Commission recommending approval of a request by Theodore J. Martin on behalf of Frontage Road Limited Liability for special use approval to permit an Automobile Service and Repair business in an existing building at 15W308 North Frontage Road. Specifically, the special use would permit a business that powder coats automobile parts.

The petitioner currently leases the building at 15W308 to an automobile service business and is seeking to legally establish this business at this location. The auto service business powder coats automobile parts such as wheels.

At the initial public hearing meeting, there were two neighbors who said they did not object to the powder coating business but did not want to see any industrial uses in the building. The neighbors did not appear at any of

the subsequent hearings.

The Plan Commission would prefer to see this property, including both 15W308 and 15W320, rezoned to the T1 Transitional District as was done with other properties in this section of North Frontage Road. The petitioner said he did not object to rezoning for office use but preferred to wait until such time that an office user offered to lease or buy the property.

The Plan Commission was also very concerned about several property maintenance violations on the property which led to the continuances of the public hearing. The Commission asked the petitioner to resolve the property maintenance violations before they would consider any zoning approvals. Prior to the June 6 meeting, those violations were effectively resolved.

In response to the above concerns, the Plan Commission is recommending a temporary approval of the automobile parts powder coating business. This is intended to allow the petitioner some economic benefit from the property while marketing the property for a long term office use and redevelopment.

It is our recommendation: that the Board concurs with the Plan Commission and directs staff to prepare an Ordinance approving the temporary special use as recommended.

F. Plan Commission Recommendation – Variation (Z-08-2011: 220-240 Shore Drive – Branson & Bratton)

Please find attached a letter from the Plan Commission recommending approval of a request by Mr. Mark Bronson on behalf of Branson & Bratton, Inc. for a zoning variation to permit an addition connecting two existing buildings resulting in a combined Floor Area Ratio (FAR) of 0.48 rather than the maximum permitted 0.40 FAR.

The petitioner has owned and operated this business at this location since 1970. The business manufactures specialized tooling and aerospace parts. They currently operate from two adjacent buildings and would like to construct an addition connecting the two buildings. The addition would result in a floor area ratio of 0.48.

The Plan Commission concurred that the building was uniquely improved to accommodate the petitioner's specialized business and that it would be a hardship for the petitioner to accommodate their growth and to find a new building that met their unique needs. Further, it was determined that there are several other buildings in the Hinsdale Industrial Park that exceed the 0.4 FAR and, therefore, this variation will not be out of character with the surrounding area.

It is our recommendation: that the Board concurs with the Plan Commission and directs staff to prepare an Ordinance approving the

temporary special use as recommended.

G. Plan Commission Recommendation – Special Use (Z-09-2011: 200-206 Burr Ridge Parkway – Dao Sushi & Thai)

Please find attached a letter from the Plan Commission recommending approval of a request from Dao Sushi & Thai Restaurant for a special use approval to permit the expansion of an existing restaurant with sales of alcoholic beverages and extended hours of operation. The restaurant is located at 200 Burr Ridge Parkway and seeks to expand into the adjacent tenant space at 206 Burr Ridge Parkway.

The petitioner seeks to add a 1,200 square foot space to the restaurant which would be used as a hibachi room. The space would be incorporated into the existing restaurant and accessed via the existing restaurant.

The Plan Commission noted that the restaurant has operated successfully at this location for two years and without any noise or other complaints relative to the hours of operation or the sales of alcoholic beverages.

It is our recommendation: that the Board concurs with the Plan Commission and directs staff to prepare an Ordinance approving the temporary special use as recommended.

H. Plan Commission Recommendation – Sign Variation (S-03-2011: 201 Bridewell Drive – Eddie Merlot's)

Please find attached a letter from the Plan Commission recommending approval of a request from Creative Sign Resources on behalf of Eddie Merlot's Restaurant for sign variations to allow four wall signs rather than the permitted two wall signs and to allow the combined area of wall signs to exceed 100 square feet (141 square feet proposed).

The petitioner submitted plans for review at the May 2 Plan Commission meeting. Those plans called for 196 square feet of sign area including a blade sign extending above the roof line of the building. The consensus of the Commission was not to recommend the blade sign and to reduce the overall area of signage. The applicant provided revised plans for the June 6, 2011 meeting. The Plan Commission was satisfied with the revisions and agreed that the amended variations were justified based on the unique configuration of the property and building relative to Bridewell Drive and County Line Road.

It is our recommendation: that the Board concurs with the Plan Commission and directs staff to prepare an Ordinance approving the temporary special use as recommended.

I. **Donation to Farmers' Market (General Fund)**

Enclosed is a letter from Lavonne Campbell, Superintendent of Recreation for the Burr Ridge Park District, requesting a contribution toward the Park District's Farmers Market on the Village Green from June 16 through September 1, 2011. \$1,200 has been placed in the General Fund for this purpose.

It is our recommendation: that the request from the Burr Ridge Park District for a contribution toward its Farmers Market on the Village Green in the amount of \$1,200 from the General Fund be approved.

J. **Ratification of FOP Union Contract (Patrol Officers)**

I am pleased to report that the Fraternal Order of Police has approved the proposed union contract for our Patrol Officers. The financial terms of the agreement include:

FY 2010-11	0% COLA + step increase; \$750 bonus
FY 2011-12	2% COLA + step increase
FY 2012-13	2.5% COLA + step increase
FY 2013-14	2.75% COLA + step increase

With this in mind, **it is my recommendation** that the contract be ratified.

K. **Approval of Vendor List**

Enclosed is the Vendor List in the amount of \$290,534.34 for all funds, plus \$181,324.23 for payroll, for a grand total of \$471,858.57. The Vendor List includes the following special amount:

- \$42,857.50 – US Bank for 2003 GOB interest for June 2011

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

LEGAL NOTICE**NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Corporate Authorities of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, will conduct a public hearing at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard on the 23rd day of May, 2011, at the Village Hall, 7660 S. County Line Road, Burr Ridge, Illinois, to consider a proposed annexation agreement between the Village of Burr Ridge and the Owner and Tenant of the following described property, all pursuant to the provisions of 65 ILCS 5/11-15.1-1, et seq.

THAT PART OF THE WEST 1/4 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 536.40 FEET TO THE NORTH LINE OF THE SOUTH 1/4 OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE WESTERLY ALONG THE LAST SAID LINE 1,314.16 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° 46' 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. COMMONLY KNOWN AS: 15W460 Frontage Road, unincorporated DuPage County, Illinois and having permanent tax index numbers (PIN) 09-25-109-003 and 09-25-310-005.)

The above described property is located generally north of the North Frontage Road (along Interstate I-55) and west of Garfield Avenue. Such annexation agreement may contain provisions relating to the following matters and such additional matters that may arise as a result of said public hearing. A draft of the proposed annexation agreement shall be on file and available for public inspection at the Village Hall, 7660 S. County Line Road, Burr Ridge, Illinois, from and after May 2, 2011. The matters to be included in the annexation agreement shall include but are not limited to the following:

1. Annexation of Subject Property.
2. The construction of certain sound barrier improvements to reduce sound emissions to adjacent residential areas including a 16 ft. high noise wall/fence to be installed on the north side of the Subject Property.
3. Confirmation of the lawful non-conforming use status of the existing truck depot and its continuance during the term of the Agreement.
4. Implementation of additional sound reduction improvements (such as improvements to the dock plates, elimination of back-up beepers from yard trucks and any other recommended improvements).
5. To provide a policy and training for tractor drivers to avoid noisy trailer drops.
6. To the extent practicable, to locate loading and unloading activities during non-peak hours of activity to the south side of the building.
7. After sound walls are constructed, to retain a lighting consultant to study whether the then current lighting meets Village performance standards for off site spillage.
8. To maintain (mow, trim, remove trash) the areas of the Property north of the proposed fence and wall.
9. To create a landscape plan (low ground cover, easy maintenance) for the front of the Property along Frontage Road. No fence or barrier screening of trucks and operations will be required.
10. To instruct drivers during normal operations that are accessing the Property from the west to use Route 63 to access Frontage Road.
11. To make a contribution to the Village upon annexation.
12. To allow 24 hour use of the Property for a truck terminal during the pendency of the current tenant ("Saia")'s lease term.
13. That any Village noise regulations passed after the date of the annexation agreement that are more stringent than the Village's current ordinance will not apply to the Subject Property (through the later to occur of expiration of the annexation agreement or the expiration or termination of Saia's lease).
14. Waiver by the Village of the 30 foot landscape buffer requirement for the Property.
15. Agreement by the Village that the existing parking lots on the Subject Property may remain unpaved.
16. Potential future connection to the Village's water system upon payment of all relevant fees.
17. To permit Saia in the future to construct a new office building and parking areas so long as there is no increase in number of truck docks and the new office buildings as constructed remains the same size or similar to the existing.
18. That during the term of the annexation agreement, the legally non-conforming use of the truck terminal shall not lapse except with the passage of two (2) continuous years of non-use.
19. Agreement that the Village shall not engage in testing to determine the levels of sound from Saia's operations for a period of two (2) years after the completion of improvements shown in the Fence/Wall Plan.
20. Owner to refrain from filing a petition to rezone the Property to a truck terminal under the Village zoning ordinance until after the expiration of the annexation agreement.
21. Term of the Agreement.
22. Reimbursement to Village of certain fees and expenses.
23. Elimination of the one sign on the Subject Property that currently does not advertise Saia's business - only one sign will be allowed.
24. Other miscellaneous provisions.

All persons wishing to be heard may appear and be heard at the public hearing. Said public hearing may be continued from time to time without further notice except as otherwise required by the Illinois Open Meetings Act.

BY ORDER of the Corporate Authorities of the Village of Burr Ridge, Cook and DuPage Counties, Illinois.

By: Karen Thomas
Village Clerk

Pub:4/26/11

#67896 D

5A

REGULAR MEETING

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

May 23, 2011

CALL TO ORDER The Regular Meeting of the Mayor and Board of Trustees of May 23, 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 Mayor Grasso.

PLEDGE OF ALLEGIANCE was conducted by Rama Hamad of Elm School.

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

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

AUDIENCE There were none at this time.

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

On Roll Call, Vote Was:

AYES: 5 – Trustees Grela, Paveza, Wott, Sodikoff, Ruzak

NAYS: 0 – None

ABSENT: 1 – Trustee Manieri

There being five affirmative votes, the motion carried.

APPROVAL OF REGULAR MEETING OF MAY 9, 2011 were approved for publication under the Consent Agenda by Omnibus Vote.

RECEIVE AND FILE (DRAFT) HOTEL MARKETING COMMITTEE MEETING OF APRIL 20, 2011 were noted as received and filed under the Consent Agenda by Omnibus Vote.

RECEIVE AND FILE (DRAFT) STORMWATER COMMITTEE MEETING OF MAY 10, 2011 were noted as received and filed under the Consent Agenda by Omnibus Vote.

Regular Meeting
Mayor and Board of Trustees, Village of Burr Ridge
May 23, 2011

RECEIVE AND FILE (DRAFT) PLAN COMMISSION MEETING OF MAY 16, 2011 were noted as received and filed under the Consent Agenda by Omnibus Vote.

ORDINANCE GRANTING A SPECIAL USE FOR A FENCE IN A GI DISTRICT PURSUANT TO THE VILLAGE OF BURR RIDGE ZONING ORDINANCE (Z-05-2011- 51 SHORE DRIVE – PERSONALIZATION MALL) The Board, under the Consent Agenda by Omnibus Vote, approved the Ordinance granting special use for a fence in a GI District pursuant to the Village of Burr Ridge Zoning Ordinance (Z-05-2011 – 51 Shore Drive – Personalization Mall).
THIS IS ORDINANCE NO. A-834-10-11.

STREET POLICY COMMITTEE RECOMMENDATION TO AUTHORIZE SUPPLEMENTAL RESURFACING WORK, NOT TO EXCEED THE 2011 BUDGET ALLOCATION The Board, under the Consent Agenda by Omnibus Vote, authorized additional resurfacing work, to be performed at the low-bid contract unit prices previously awarded to Chicagoland Paving, in an aggregate amount not to exceed \$282,000.

RECOMMENDATION TO REAPPOINT MIKE STRATIS TO THE PLAN COMMISSION FOR A FIVE-YEAR TERM EXPIRING FEBRUARY 1, 2016. The Board, under the Consent Agenda by Omnibus Vote, approved the Mayor's recommendation to reappoint Mike Stratis to the Plan Commission for a five-year term expiring February 1, 2016.

RECOMMENDATION TO APPOINT DEHN GRUNSTEN TO FULL PLAN COMMISSIONER STATUS TO COMPLETE THE TERM OF JOHN MANIERI THAT EXPIRES FEBRUARY 1, 2014. The Board, under the Consent Agenda by Omnibus Vote, approved the Mayor's recommendation to appoint Dehn Grunsten to full Plan Commissioner status to complete the term of John Manieri that expires February 1, 2014.

RECOMMENDATION TO APPOINT J MAGGIO TO THE PATHWAY COMMISSION FOR A TERM EXPIRING SEPTEMBER 10, 2013. The Board, under the Consent Agenda by Omnibus Vote, approved the Mayor's recommendation to appoint J. Maggio to the Pathway Commission for a term expiring September 10, 2013.

RECOMMENDATION TO REAPPOINT JOHN NAVICKAS TO THE BOARD OF FIRE AND POLICE COMMISSIONERS FOR A THREE YEAR TERM EXPIRING APRIL 30, 2014. The Board, under the Consent Agenda by Omnibus Vote, approved the Mayor's recommendation to reappoint John Navickas to the Board of Fire and Police Commissioners for a three-year term expiring April 30, 2014.

REQUEST FROM THE BURR RIDGE PARK DISTRICT FOR HOTEL/MOTEL TAX FUNDS – HARVEST FEST The Board, under the Consent Agenda by Omnibus Vote, approved the request from the Burr Ridge Park District for a contribution toward its Harvest Fest in the amount of \$1,000 from the Hotel / Motel Tax Fund.

Regular Meeting
Mayor and Board of Trustees, Village of Burr Ridge
May 23, 2011

PROCLAMATION DESIGNATING JUNE 17-19, 2011 AS “WELCOME HOME 2011” DAYS

The Board, under the Consent Agenda by Omnibus Vote, approved the Proclamation designating June 17-19, 2011 as “Welcome Home 2011” Days.

VOUCHERS FY 10 - 11 in the amount of \$165,199.44 for the period ending May 23, 2011 were approved for payment under the Consent Agenda by Omnibus Vote.

VOUCHERS FY 11 - 12 in the amount of \$116,128.44 for the period ending May 23, 2011 and payroll in the amount of \$180,904.37 for the period ending May 14, 2011 were approved for payment under the Consent Agenda by Omnibus Vote.

PUBLIC HEARING
ANNEXATION AGREEMENT -15W460 NORTH FRONTAGE ROAD

CALL TO ORDER The Public Hearing of the Mayor and Board of Trustees for the Annexation Agreement – 15W460 North Frontage Road was held in the Meeting Room of the Village Hall, 7660 South County Line Road, Burr Ridge, Illinois and called to order by Mayor Grasso at 7:06 P.M. with the same Trustees in attendance as immediately preceding the Public Hearing.

NOTICE OF HEARING was published in The Doings.

PURPOSE OF MEETING is to consider the Annexation Agreement for the property at 15W460 North Frontage Road.

PRESENTATION Village Administrator Steve Stricker recommended continuing this matter to the Board meeting of June 13, 2011 to allow for the resolution of some outstanding issues. Mr. Stricker added that the continuation would provide time to complete the Agreement and allow the Board and residents the opportunity to review it prior to the meeting.

BOARD QUESTIONS AND COMMENTS There were none at this time.

AUDIENCE QUESTIONS AND COMMENTS Steve Less, 7330 Chestnut Hills Drive, inquired about the outstanding issues and in response, Mr. Stricker explained the issues are related to the billboards, technical legal issues in regard to future lawsuits and legal fees, the dock plate noise resolution, and a few other minor points.

CLOSE HEARING Motion was made by Trustee Wott and seconded by Trustee Paveza that the Annexation Agreement 15W460 North Frontage Road Public Hearing of May 23, 2011 be continued to the Board meeting of June 13, 2011.

Regular Meeting
Mayor and Board of Trustees, Village of Burr Ridge
May 23, 2011

By Voice Vote, the motion carried and the Annexation Agreement 15W460 North Frontage Road Public Hearing of May 23, 2011 was closed at 7:12 p.m.

ORDINANCE APPROVING AN ANNEXATION AGREEMENT (15W460 NORTH FRONTAGE ROAD) Mayor Grasso stated in light of the motion for the Public Hearing, it would be appropriate to continue this Ordinance to the June 13, 2011 Board meeting.

Motion was made by Trustee Wott and seconded by Trustee Ruzak to continue the Ordinance approving an Annexation Agreement (15W460 North Frontage Road) to the Board meeting of June 13, 2011.

On voice vote, the motion carried. No vote was heard from Trustee Sodikoff.

ORDINANCE GRANTING SPECIAL USES PURSUANT TO THE VILLAGE OF BURR RIDGE ZONING ORDINANCE FOR A RESTAURANT WITH LIMITED LIVE ENTERTAINMENT, SALES OF ALCOHOLIC BEVERAGES, WITH EXTENDED HOURS OF OPERATION AND SITE PLAN APPROVAL FOR AN ADDITION TO THE EXISTING BUILDING (Z-06-2011: 201 BRIDEWELL DRIVE – EDDIE MERLOT’S RESTAURANT)

Community Development Director Doug Pollock stated that this petition was previously forwarded to the Board by the Plan Commission with unanimous approval for special uses to permit a restaurant with limited live entertainment, sales of alcoholic beverages with extended hours of operation, and for site plan approval for an addition to an existing building. Mr. Pollock added that one of the conditions of approval specified by the Plan Commission included revisions to the building elevations.

Mr. Pollock explained that the petitioner provided revisions to the building elevations for the Board meeting of May 9, 2011 and the Board remanded the petition to the Plan Commission for review of the revisions. The revised elevations were reviewed by the Plan Commission and they unanimously recommended approval, finding that the revisions satisfy the Commission’s previous recommendation to reduce the amount of stucco on the building and increasing the amount of brick and stone.

In response to Trustee Wott’s, Mr. Pollock explained the elevations shown at this meeting are identical to those presented at the May 9th Board Meeting.

Motion was made by Trustee Grela and seconded by Trustee Paveza to approve the Ordinance granting special uses pursuant to the Village of Burr Ridge Zoning Ordinance for a Restaurant with limited live entertainment, sales of alcoholic beverages, with extended hours of operation and site plan approval for an addition to the existing building (Z-06-2011: 201 Bridewell Drive – Eddie Merlot’s Restaurant).

Regular Meeting
Mayor and Board of Trustees, Village of Burr Ridge
May 23, 2011

On Roll Call, Vote Was:

AYES: 5 – Trustees Grela, Paveza, Wott, Sodikoff, Ruzak

NAYS: 0 – None

ABSENT: 1 – Trustee Manieri

There being five affirmative votes, the motion carried.

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

**PLAN COMMISSION RECOMMENDATION TO APPROVE VARIOUS AMENDMENTS
TO THE SIGN ORDINANCE (S-02-2011: SIGN ORDINANCE UPDATE)** Community

Development Director Doug Pollock presented the recommendations from the Plan Commission regarding amendments to the Sign Ordinance. The recommendations consist of changes in the following:

- Temporary signs – temporary signs above and beyond what is allowed would be considered conditional and must be presented to the Plan Commission;
- Transitional District signs – increases the size of ground signs from 16 to 50 square feet;
- Human signs – clarifies that commercial retail signs carried by humans are prohibited;
- Stucco monument signs – prohibits signs constructed of stucco or EIFS;
- Number of signs - increase in the permitted size and area of signs for buildings exceeding 50,000 square feet in floor area and located on properties adjacent to I-55;

In response to Trustee Sodikoff's question as to what EIFS is, Mr. Pollock explained it stands for Exterior Insulating Finishing System. Trustee Sodikoff questioned if this is a term the general public would be aware of. Plan Commission Chairman Trzupek clarified that in addition to EIFS, Stucco is also prohibited for ground signs.

Trustee Grela clarified that EIFS is also referred to as Dryvet.

Trustee Sodikoff inquired if lettering would be permitted on a building constructed of stucco and in response, Mr. Pollock stated it is permitted.

Steve Less, 7330 Chestnut Hills Drive, questioned if there was a cap on the building size that would affect the permitted size / area of signs and in response, Mr. Pollock indicated the limit was 250 square feet.

In response to a realtor's question from the audience regarding open house signs, Village Administrator Steve Stricker explained they are allowed only on Saturday and Sunday and will be removed from the right-of-way if they are placed there on any other day.

Regular Meeting
Mayor and Board of Trustees, Village of Burr Ridge
May 23, 2011

Motion was made by Trustee Grela and seconded by Trustee Wott to accept the Plan Commission's recommendation and direct staff to prepare an Ordinance amending the Sign Ordinance (S-02-2011: Sign Ordinance Update).

On voice vote the motion carried.

Mayor Grasso thanked the Sign Ordinance Task Force and the Plan Commission for their efforts.

RECOMMENDATION TO AWARD CONTRACT FOR PHASE II LANDSCAPING AND ENGINEERING SERVICES – COUNTY LINE ROAD BRIDGE OVER I-55 IMPROVEMENTS Community Development Director Doug Pollock stated staff is recommending approval of a contract for landscaping and engineering services related to the County Line Road / I-55 Interchange and bridge enhancement project. He explained this contract is for the planning and engineering work.

Mr. Pollock summarized the inception of the project and described the planned enhancements. He added the Village applied for ITEP funding for the bridge enhancements and landscaping and the grant, in the amount of \$1,800,000 has been approved with \$400,000 coming from matching funds from the Hotel/Motel Tax fund.

Mr. Pollock stated that Hitchcock Design Group is the recommended contractor and Strand Engineering would be utilized as the engineering sub-contractors with the total amount of the contract not to exceed \$258,570.

Mr. Pollock showed the concept plan that was previously presented to the Board and stated the final landscaping plan will be presented to the Board in late June or early July.

Village Administrator Steve Stricker added that the Village portion of the funding is coming from the Hotel / Motel Tax Fund meaning tax payer dollars will not be used for the project.

In response to Trustee Grela's inquiry regarding a sidewalk on the bridge, Mr. Pollock stated there would not be a sidewalk as it could not be constructed because of safety purposes.

In response to Trustee Paveza's question regarding the landscaping plan and potential changes to the plan, Tim King of Hitchcock Design Group, stated the contract is "not to exceed" and potential changes and re-work were taken into consideration.

Trustee Sodikoff inquired if the changes to the interchange will be constructed to be maintenance free. In response, Mr. King indicated it would be designed with low-maintenance as the goal.

Regular Meeting
Mayor and Board of Trustees, Village of Burr Ridge
May 23, 2011

Trustee Wott inquired about the scope of the project and in response, Mr. King explained the components.

Motion was made by Trustee Ruzak and seconded by Trustee Paveza that the contract for Phase II Landscaping / Engineering for County Line Road Bridge over I-55 Improvements be awarded to Hitchcock Design Group in an amount not to exceed \$258,570.

On Roll Call, Vote Was:

AYES: 5 – Trustees Ruzak, Paveza, Wott, Sodikoff, Grela

NAYS: 0 – None

ABSENT: 1 – Trustee Manieri

There being five affirmative votes, the motion carried

DISCUSSION RENAMING 77TH STREET TO MEMORIAL DRIVE Village Administrator Steve Stricker stated that Trustee Ruzak presented a request to rename 77th Street to Memorial Drive at the May 9th Board Meeting.

Trustee Ruzak stated he discussed this matter with the Veteran's Memorial Committee and they prefer that the street name remain 77th Street and a second sign be placed beneath that states "Memorial Drive Honoring All Veterans".

After a favorable discussion by the Board the Village Administrator stated an Ordinance would be on the next agenda.

OTHER CONSIDERATIONS Trustee Sodikoff congratulated Mayor Grasso on becoming the President of the DuPage County Mayors and Managers.

Mayor Grasso discussed the home located at County Line Road and Plainfield Road and asked for suggestions regarding how it could become a positive contribution for the Village. Trustee Paveza inquired if taxes are being paid on the home since an occupancy permit was not issued and in response, Mayor Grasso indicated taxes are assessed but most likely are not being paid.

Trustee Wott stated the 5K race will be held on for Saturday June 11th at 8:00 a.m. at County Line Square and registration can be completed online at right-fit.com. In addition, the first Concert on the Green is scheduled for June 10th.

AUDIENCE Dolores Cizek, 6603 Natasha Court, Countryside, discussed the use of the Village garage, and County Line Road Bridge enhancements.

Regular Meeting
Mayor and Board of Trustees, Village of Burr Ridge
May 23, 2011

A resident living near the home on Plainfield Road and County Line Road expressed his desire that the home become a positive contribution to the Village.

Kathleen McNerney, resident of Braemoor, inquired as to which bank is involved with the property on Plainfield Road and County Line Road and in response, Mayor Grasso stated it is MB Financial.

REPORTS AND COMMUNICATIONS FROM VILLAGE OFFICIALS Mayor Grasso announced that on Saturday, May 21st, Armed Forces Day, a ceremony was held at the Veteran's Memorial and that the Veterans Memorial Committee hopes to continue this as an annual event.

ADJOURNMENT Motion was made by Trustee Paveza and seconded by Trustee Wott that the Regular Meeting of May 23, 2011 be adjourned to Closed Session to discuss Approval of Closed Session Minutes of April 25, 2011 and Collective Bargaining Issues.

On Roll Call, Vote Was:

AYES: 5 – Trustees Paveza, Wott, Sodikoff, Grela, Ruzak

NAYS: 0 – None

ABSENT: 1 – Trustee Manieri

There being five affirmative votes, the motion carried and the meeting was adjourned at 8:11 p.m.

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

Karen J. Thomas
Village Clerk
Burr Ridge, Illinois

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

RECONVENED REGULAR MEETING

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

May 23, 2011

CALL TO ORDER The Regular Meeting of the Mayor and Board of Trustees of May 23, 2011 was reconvened at 8:24 p.m. with the same Trustees in attendance as immediately preceding the Closed Meeting from 8:15 p.m. to 8:24 p.m.

RECONVENE AND ADJOURN REGULAR MEETING Motion was made by Trustee Wott and seconded by Trustee Grela that the Regular Meeting of May 23, 2011 be reconvened and adjourned.

On Voice Vote, the motion carried and the Regular Meeting of May 23, 2011 was adjourned at 8:25 p.m.

Karen J. Thomas
Village Clerk
Burr Ridge, Illinois

Steven S. Stricker
Village Clerk Pro-Tempore
Burr Ridge, Illinois

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

5B

BURR RIDGE VETERANS MEMORIAL COMMITTEE
Minutes of Meeting, Wednesday, April 27, 2011

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

2. Roll Call:

Present in addition to Chairman Leonard Ruzak, Jack Schaus, John Curin, Warren Kubistal and Andy Anderson.

3. Minutes of the previous meeting of March 30, 2011 were read. Motion to accept minutes by John Curin; seconded by Jack Schaus. Motion carried.

4. Financial Report by Jack Schaus, Treasurer, showed a current balance of \$41,503.86. Motion by John Curin; seconded by Warren Kubistal to accept the Treasurers report. Motion carried. Detailed Financial Report on file with the Finance Department.

5. Old Business:

The following regarding the Armed Forces Day program was discussed:
Band, Speakers, Cost of chairs, & Sound system.

Above ground Time Capsule was discussed

6. New Business:

It was recommended painting the exposed electrical boxes the same color as the stone they are mounted on.

7. General Discussion:

On June 10, the Village of Burr Ridge will have a patriotic theme for the concert at the Village Center. Warren Kubistal will arrange a historic military table and will have brick applications available.

8. Adjournment:

Motion by John Curing to adjourn at 4:50 P.M., seconded by Warren Kubistal. Motion carried.
Next regular meeting May 25, 2011, 4:00 P.M.

5C

MINUTES

ECONOMIC DEVELOPMENT COMMITTEE Tuesday, May 17, 2011

CALL TO ORDER

The meeting was called to order at 7:40 p.m. by Chairperson Bob Sodikoff

PRESENT

Present were Bob Sodikoff, Zach Mottl, Josephine Goetz, John Manieri, Sheryl Kern (arrived 7:55 p.m.), Mike Donahue (arrived 8:05 p.m.)

ABSENT

Absent were Ed Claffy and Ron Santo

ALSO PRESENT

Village Administrator Steve Stricker, Assistant to the Administrator Lisa Scheiner and Mayor Gary Grasso

APPROVAL OF MINUTES

A **motion** was made by Zach Mottl to approve the minutes of the Special EDC Meeting of April 19, 2011. The motion was **seconded** by Josephine Goetz and **approved** by a vote of 4-0.

RECEIVE AND FILE MINUTES

A **motion** was made by Zach Mottl to receive and file the minutes of the Hotel Marketing Committee Meeting of April 20, 2011. The motion was **seconded** by Josephine Goetz and **approved** by a vote of 4-0.

FY 2011-12 HOTEL MARKETING PLAN

The Village Administrator presented the EDC with the 2011-12 Hotel Marketing Plan. He highlighted the marketing calendar, where all the promotions were listed. He indicated that, for the social leisure market, ads will be placed in the local newspapers; for mass marketing communication, there will be a radio spot during the Christmas holidays; as well as outdoor billboards both southbound and northbound on I-55 throughout the year. He indicated that there will also be online display advertising on www.choosechicago.com and other websites. Finally, he indicated that, for the business market, there will be several ads placed in meeting planner magazines and websites. Trustee John Manieri complimented the hotels for going after business at the recent hardware show, which was held in downtown Chicago.

DOWNTOWN EVENTS PLANNING COMMITTEE 2011 SCHEDULE OF EVENTS

Assistant to the Administrator Lisa Scheiner passed out the flyer for the Downtown schedule of events for 2011, including the concerts, the Farmers' Market and the car show.

RESULTS OF THE DOWNTOWN BUSINESS SURVEY

CONTINUED DISCUSSION ON DEVELOPING A PLAN TO ASSIST IN THE BUILD-OUT OF THE VILLAGE CENTER AND THE PROMOTION OF DOWNTOWN BURR RIDGE BUSINESSES

Assistant to the Administrator Lisa Scheiner presented the Committee with an inventory list of what has already been done associated with marketing and promotion of downtown Burr Ridge. She then presented the Committee with the results of the survey that was sent to them prior to the meeting. Ms. Scheiner walked the Committee through the various questions that were listed. The Committee discussed the question regarding entertainment options. The choices that received the most interest included a comedy club, jazz/piano bar and a movie theater with six to eight screens. Since a movie theater could not be built within the Village Center or County Line Square properties, attention was focused on comedy club and jazz/piano bar ideas.

Sheryl Kern arrived at 7:55 p.m.

Administrator Stricker stated that, if the Committee becomes proactive in promoting these uses, when the time comes, the Zoning Ordinance and Liquor Code will have to be amended to allow for alcohol to be sold in a business that is not primarily a restaurant use. Committee member Manieri agreed, stating that he would agree that they would need a 2:00 a.m. license. Mayor Grasso agreed that it is important to express to the powers that be at the Village Center what will work and then follow through when necessary.

Administrator Stricker asked if a sports bar concept would be considered in conjunction with a comedy club and/or jazz/piano bar. In response, the feeling was that the sports bar concept would be separate. However, everyone agreed that a sports bar/casual restaurant would be a welcome addition to the downtown area.

Committee member Manieri suggested the restaurant called The Snuggery, which is located in Edison Park on the north side of Chicago, near Park Ridge. He stated that the food at this restaurant would be casual, such as burgers and chicken wings, and attracts families earlier in the evening and then an older crowd later on. Chairperson Sodikoff also suggested a restaurant such as Harry Carey's, which would have a sports bar theme, but would have good food for which spouses and family members would like to frequent.

Mike Donahue arrived at 8:05 p.m.

Another question that the Committee discussed at great length was regarding off-site signage promoting downtown Burr Ridge along I-55. Six out of the eight respondents stated that they strongly agree with this concept. Administrator Stricker stated that the number one thing he hears from business people and which we heard just recently from a

representative of Cooper's Hawk is the need for additional signage off of I-55. He stated that, like the traffic that runs along Route 83 in Willowbrook that helps their retail center, the traffic along I-55 could enhance our downtown retail center if more exposure was provided. He stated that, when most people drive down I-55, they have no idea that they are looking at a retail center. Committee member Mike Donahue agreed and stated that the single most effective thing the Village could do is provide signage on I-55. He stated that, if it is designed properly, it could be very effective. Mayor Grasso agreed and stated that, if downtown Burr Ridge wants to be a destination place, we need to be more proactive with signage. He stated that we need to listen to the professionals who are telling us that more signage is required.

Chairperson Sodikoff voiced his objection to signage along I-55 and stated that his concern is lack of control. In response, Administrator Stricker stated that the Village could control the sign design through a special use Ordinance or through a private agreement.

Committee member Manieri stated that he is opposed to signage on I-55 and indicated that he was not sure that signage would bring people into the Center. In response to a question from Committee member Mike Donahue as to why he was opposed to signage along I-55, Committee member Manieri stated that he had seen two plans for signs on I-55, one from Opus and one from Loyola, and did not like either plan.

Committee member Zach Mottl stated that the Village has already made the decision to approve the Village Center and that issues like the need for signage go along with the idea of having a retail center in our downtown. He stated that the Village is not just a residential community and that the needs of the business people must be addressed.

Administrator Stricker explained that the way that the Village could control the type of sign that would be approved would be to design it itself. He stated that the Village could hire a consultant and come up with a plan and then, once the plan was approved, it could be presented to the business community for financing.

Mayor Grasso stated that he felt that the future of the Village Center is in restaurants and entertainment and that signage would be important to attract those types of businesses to Burr Ridge.

Committee member Manieri stated that he would be more willing to consider more signage at County Line Road and Burr Ridge Parkway, rather than along I-55. Committee member Sheryl Kern stated that County Line Road does not need signage at this time, but signage along I-55 was extremely important. She agreed with Committee member Zach Mottl's comments that the Village has already made the decision to approve retail development in the Village Center and now needs to support it. She stated that drivers along I-55 need some warning or indication that there is a retail center coming up at the next exit. Mayor Grasso stated that, although he felt signage is important, he also agreed that signage would have to be in keeping with the Village.

Committee member Mike Donahue agreed with comments made by Mayor Grasso that companies will make decisions to locate a business in Burr Ridge based on the sign package that the Village would be willing to provide.

In summary, Assistant to the Administrator Lisa Scheiner indicated that those issues for which a strong consensus was reached included:

- Signage on northbound and southbound I-55
- An EDC Ambassador program that would entail a representative of the Village/EDC making site visits to Burr Ridge businesses to promote the downtown
- A promotional marketing campaign for downtown Burr Ridge utilizing the services and website www.seeyoudowntown.com as a platform
- The promotion of a comedy club/jazz/piano bar
- The need for additional male-oriented shopping options
- The need for more restaurants, including a more casual sports bar type venue
- Promote replacement of existing sign at County Line Road and Burr Ridge Parkway

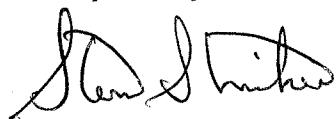
Administrator Stricker stated that it is important for the Committee to recommend these items to the Village Board for approval and funding. Once the Board approves it, the next step would be to implement these suggestions, which would include establishing a meeting with Opus and Bank of America to express the Village's desires.

With this in mind, a **motion** was made by Zach Mottl to recommend to the Village Board implementation of an action plan as outlined by Assistant to the Administrator Lisa Scheiner. The motion was **seconded** by Mike Donahue and **approved** by a vote of 6-0.

ADJOURNMENT

There being no further business, a **motion** was made by Zach Mottl to adjourn the meeting. The motion was **seconded** by John Manieri and **approved** by a vote of 6-0. The meeting was adjourned at 9:35 p.m.

Respectfully submitted,



Steve Stricker
Village Administrator

SD

**MINUTES
STREET POLICY COMMITTEE
Monday, May 23, 2011**

CALL TO ORDER

Mayor Grasso called the meeting to order at 6:30 p.m.

ROLL CALL

Present: Mayor Gary Grasso, Trustee Len Ruzak and Trustee Bob Grela

Absent: None

Also Present: Village Administrator Steve Stricker and Public Works Director/Village Engineer Paul May

APPROVAL OF MINUTES - DECEMBER 13, 2010

A **motion** was made by Trustee Bob Grela to approve the minutes of December 13, 2010. The motion was **seconded** by Mayor Gary Grasso and **approved** by a vote of 2-0 (Trustee Len Ruzak abstained).

IDOT NOI FOR CONTRIBUTION TO MADISON STREET TRAFFIC SIGNAL

Public Works Director Paul May indicated that he has been aggressively pursuing IDOT and DuPage County to secure additional funding for the local match for the Madison Street traffic signal project. He stated that, although the project is 70% funded by a federal grant, the remainder of the construction costs (30%) and the entire construction engineering cost must be borne by a local agency. He stated that he was pleased to report that both IDOT and DuPage County have agreed to contribute for the portion of the work that will take place within their rights-of-way, as well as a contribution toward the construction engineering contract. He expected that we could receive as much as \$396,000 from IDOT and \$50,000 from DuPage County. He stated that he hopes to have the intergovernmental agreements ready for the next Board meeting. Mr. May indicated that waiting for the additional funding would set the project back to the fall.

ANTICIPATED 2011 CAPITAL IMPROVEMENT EXPENDITURES

Public Works Director Paul May indicated that he expects reduced budgetary impacts due to favorable pricing that has been received for the 91st Street LAPP project and the 2011 Road Program. He stated that the 91st Street project bids came

in lower than anticipated, saving the Village approximately \$10,000. He stated that the 2011 Road Program came in \$82,000 lower than budgeted.

ADD'L RESURFACING WORK NOT TO EXCEED 2011 BUDGET ALLOCATION

Public Works Director Paul May presented the Committee with a proposal to add 71st Street between 72nd Street and the dead end (\$42,000), Oak Werth Court (\$20,000) and Miscellaneous Patching (\$20,000), for a total of \$82,000 in additional work.

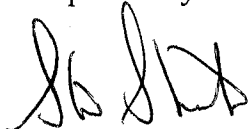
Village Administrator Steve Stricker stated that, although it is a good idea to do 71st Street at the same time as 72nd Street, residents will ask about the bridge project and will wonder if the Board has determined that it is a dead issue. In response, Mayor Grasso indicated that, if asked, he would explain that the project is on indefinite hold.

A **motion** was made by Trustee Bob Grela to recommend approval of the supplemental work proposed by the Public Works Director. The motion was **seconded** by Trustee Len Ruzak and **approve** by a vote of 3-0.

ADJOURNMENT

There being no further business, a **motion** was made by Trustee Bob Grela to adjourn the meeting. The motion was **seconded** by Trustee Len Ruzak and **approved** by a vote of 3-0. The meeting was adjourned at 6:50 p.m.

Respectively submitted,



Steve Stricker
Village Administrator

SS:bp

DRAFT

SE

PLAN COMMISSION/ZONING BOARD OF APPEALS

VILLAGE OF BURR RIDGE

MINUTES FOR REGULAR MEETING OF

JUNE 6, 2011

1. ROLL CALL

The Regular Meeting of the Plan Commission/Zoning Board of Appeals was called to order at 7:32 P.M. at the Village Hall, 7660 County Line Road, Burr Ridge, Illinois, by Chairman Trzupek.

ROLL CALL was noted as follows:

PRESENT: 5– Cronin, Franzese, Bolos, Grunsten, and Trzupek

ABSENT: 2- Perri and Stratis

Also present was Community Development Director Doug Pollock.

2. APPROVAL OF PRIOR MEETING MINUTES

A **MOTION** was made by Commissioner Franzese and **SECONDED** by Commissioner Cronin to approve minutes of the May 16, 2011 Plan Commission Meeting.

ROLL CALL VOTE was as follows:

AYES: 5– Franzese, Cronin, Bolos, Grunsten, and Trzupek

NAYS: 0 – None

MOTION CARRIED by a vote of 5-0.

3. PUBLIC HEARINGS

Chairman Trzupek confirmed all present who wished to give testimony at any of the public hearings on the agenda.

A. Z-02-2011; 15W308-320 North Frontage Road (Martin)

Chairman Trzupek asked Mr. Pollock to provide a summary of this public hearing.

Mr. Pollock said that the petitioner is seeking approval to allow a business that powder coats automobile parts to remain in the building at 15W308 North Frontage Road. He said that the public hearing was continued to this meeting to allow the petitioner to address several zoning and property maintenance violations on the property. Mr. Pollock said that the petitioner has cleaned the property and addressed all of the violations except for the abandoned wall signs which he intends to re-use if this petition is approved.

Mr. Pollock added that the petition requests either a text amendment and special use as per Section VIII.C.2 of the Burr Ridge Zoning Ordinance or in lieu thereof, rezoning of the property from the B-2 General Business District to either the T1 Transitional District or the LI Light Industrial District; all or any of which would be to permit a powder coating business to operate in the building at 15W308 North Frontage Road. Mr. Pollock said that the Plan Commission had previously dismissed the idea of rezoning the property to the LI District but had indicated that the business could be classified as an automobile service business which is a special use in the B-2 District. He said that there was discussion regarding rezoning to the T1 District but that the petitioner did not want to rezone until such time that there is an office user willing to buy or otherwise occupy the property.

Chairman Trzupek asked the petitioner for comments. The petitioner, Mr. Ted Martin, said he had nothing to add to the staff report.

There being no one responding to his request for public comments, Chairman Trzupek asked for questions and comments from the Plan Commission.

Commissioner Cronin said the property looks much better.

Commissioner Franzese agreed and thanked the petitioner for the work on the property. He suggested that he would support the special use but that if there were any violations, the approval should be voided. He said also that the number of vehicles stored should be limited to five vehicles.

Commissioner Grunsten said that the property looks noticeably different and improved.

Chairman Trzupek asked the petitioner if they agreed with the conditions recommended by staff. Mr. Martin said they agreed.

Chairman Trzupek asked about the possibility of rezoning the property to the T1 District. Mr. Pollock said that this was desired by the Plan Commission but the petitioner did not want to rezone until he had a buyer or permanent user for the property.

There being no further comments or questions, Chairman Trzupek asked for a motion to close the hearing.

A **MOTION** was made by Commissioner Bolos and **SECONDED** by Commissioner Cronin to close the hearing for Z-02-2011.

ROLL CALL VOTE was as follows:

AYES: 5— Bolos, Cronin, Franzese, Grunsten, and Trzupek

NAYS: 0— None

MOTION CARRIED by a vote of 5-0.

A **MOTION** was made by Commissioner Franzese and **SECONDED** by Commissioner Cronin to approve the Findings of Fact as presented by the petitioner and to recommend approval of a special use to permit an automobile service business in the B-2 District located at 15W308-15W320 North Frontage Road subject to the following conditions:

1. The special use shall be restricted to the current tenant and owner and shall be limited to the powder coating of automobile parts and related work.
2. The special use shall include outside storage of operable vehicles located immediately behind the building at 15W308 North Frontage Road and with said storage not exceeding 5 vehicles. No wrecked, unlicensed, or inoperable vehicles shall be stored on the property at any time.
3. The special use shall be for a limited period of time not to exceed 2 years.

ROLL CALL VOTE was as follows:

AYES: 5— Franzese, Cronin, Bolos, Grunsten, and Trzupek

NAYS: 0 – None

MOTION CARRIED by a vote of 5-0.

B. Z-08-2011; 220-240 Shore Drive (Branson & Bratton)

Chairman Trzupek asked Mr. Pollock to provide a summary of this public hearing.

Mr. Pollock described the public hearing as follows: The petitioner owns two adjacent buildings on Shore Drive in the Hinsdale Industrial Park. He has used both buildings for his business since 1970. At this time, he would like to construct an addition that connects the two buildings. The combined area of the two existing buildings and the proposed addition exceed the maximum permitted floor area ratio of 0.40. Thus, the petitioner is asking for a variation to increase the floor area ratio from 0.4 to 0.48.

Chairman Trzupek asked the petitioner for comments. The petitioner, Mr. Mark Bronson, said that his business manufactures precision tooling and specialized aerospace parts. He said that they are outgrowing their Burr Ridge location but would like to stay in Burr Ridge. Mr. Bronson said they have been in business in Burr Ridge since 1970. He added that the addition will actually make the property more attractive as it will eliminate parking and a driveway that is visible from the street and they will add landscaping to the front of the property.

There being no one responding to his request for public comments, Chairman Trzupek asked for questions and comments from the Plan Commission.

In response to a question from Mr. Pollock, Mr. Bronson said that the interior of the building has been uniquely improved to accommodate the specialized manufacturing that is part of their business. He said that it is very difficult to find a larger building that would accommodate their business because of its unique nature.

Commissioner Grunsten noted that there was a connection already between the parking lots and a sidewalk between the two buildings. In response to a question about timing, Mr. Bronson said that they plan to proceed with the work as soon as possible.

Commissioner Bolos asked if the addition would house offices or manufacturing. Mr. Bronson said it would allow him to consolidate his office space into one area and also expand the manufacturing area. He said the front of the addition will be offices with windows facing Shore Drive. He said the materials will be pre-cast concrete and brick to match the existing building at 240 Shore Drive.

Commissioner Franzese asked if the landscaping and volleyball court will be replaced. Mr. Bronson said they will do additional landscaping but that the volleyball court will not be replaced on-site. Commissioner Franzese also asked staff about other buildings in the area that exceeded the FAR. Mr. Pollock said that there are several buildings that exceed the FAR and noted the Personalization Mall building which has an FAR of 0.5 or larger.

Commissioner Cronin asked if they have shifts and traffic patterns when there are shift changes. Mr. Bronson said they have two shifts - daytime and evening shifts; that the shifts overlap between 3:30 and 4:00 PM. He said that there are two points of ingress and egress and cars can enter on Shore Court and exit on Shore Drive or vice versa.

In response to Commissioner Cronin, Mr. Pollock said that the property has three subdivision lots but would be treated as a single lot of record for zoning purposes.

Commissioner Cronin added that he would like to see a landscaping plan for staff review and approval prior to issuance of a permit.

Chairman Trzupek asked about parking regulations. Mr. Pollock said that the property is in a PUD which requires one parking space per 2 employees. He said that Zoning Ordinance allows parking to be determined either based on floor area or based on employees. Under any of these regulations, Mr. Pollock said the property will be in compliance with parking regulations for a manufacturing use but would not have sufficient parking to be converted to 100% office use.

Chairman Trzupek added that given the existing buildings on this property and within this industrial park, he believes the building materials are appropriate.

There being no further comments or questions, Chairman Trzupek asked for a motion to close the hearing.

A **MOTION** was made by Commissioner Bolos and **SECONDED** by Commissioner Cronin to close the hearing for Z-08-2011.

ROLL CALL VOTE was as follows:

AYES: 5— Bolos, Cronin, Franzese, Grunsten, and Trzupek

NAYS: 0 – None

MOTION CARRIED by a vote of 5-0.

A **MOTION** was made by Commissioner Bolos and **SECONDED** by Commissioner Cronin to approve the Findings of Fact as presented by the petitioner and to recommend approval of a variation to allow a floor area ratio of 0.48 rather than the permitted 0.4 for the property at 220-240 Shore Drive subject to the following conditions:

1. All improvements to the property shall comply with the submitted site plan and variation shall be limited to construction of the addition as shown on the site plan.
2. A landscaping plan shall be submitted for staff review and approval prior to issuance of building permit for construction of the addition.

ROLL CALL VOTE was as follows:

AYES: 5– Bolos, Cronin, Franzese, Grunsten, and Trzupek

NAYS: 0 – None

MOTION CARRIED by a vote of 5-0.

C. Z-09-2011; 200-206 Burr Ridge Parkway (Dao Sushi and Thai Restaurant)

Chairman Trzupek asked Mr. Pollock to provide a summary of this public hearing.

Mr. Pollock described the public hearing as follows: The Dao Sushi and Thai Restaurant opened in County Line Square in 2009 and received special use approval for an outdoor dining area in 2010. At this time, the restaurant seeks approval to expand its interior restaurant space into an adjacent, vacant commercial space. Special use approval is required for a restaurant serving alcoholic beverages and with extended hours of operation in the new space at 206 Burr Ridge Parkway. The floor area of the new space is 1,220 square feet. The existing restaurant occupies 4,000 square feet of floor area.

Chairman Trzupek asked the petitioner for comments.

The petitioner, Mr. Lee Salamone, said that he is the manager of the restaurant and that they are seeking to expand for a hibachi room.

There being no one responding to his request for public comments, Chairman Trzupek asked for questions and comments from the Plan Commission.

Commissioner Cronin asked if there were any complaints about noise or the late hours for the existing restaurant. Mr. Pollock said he was not aware of any complaints.

Commissioner Franzese asked if the door to the sidewalk from the new area is for emergency egress only. Mr. Salamone said it was for emergency egress only.

In response to Commissioner Franzese, Mr. Salamone explained how the smokeless hibachi tables operate. He said the smoke is taken down through the floor and is vented through the roof of the building.

Commissioner Bolos confirmed that the expanded restaurant would have the same hours as the existing restaurant.

Commissioner Grunsten said that one chef for a 12 seat table seems to be insufficient. Mr. Salamone said that he believes it will work well as they have highly experienced chefs.

There being no further comments or questions, Chairman Trzupek asked for a motion to close the hearing.

A **MOTION** was made by Commissioner Bolos and **SECONDED** by Commissioner Cronin to close the hearing for Z-09-2011.

ROLL CALL VOTE was as follows:

AYES: 5– Bolos, Cronin, Franzese, Grunsten, and Trzupek

NAYS: 0 – None

MOTION CARRIED by a vote of 5-0.

A **MOTION** was made by Commissioner Bolos and **SECONDED** by Commissioner Franzese to approve the Findings of Fact as presented by the petitioner and to recommend approval of special use approval as per Section VIII.B.2.ff of the Burr Ridge Zoning Ordinance to permit the expansion of an existing restaurant with sales of alcoholic beverages and extended hours of operation for the property at 206 Burr Ridge Parkway subject to the following conditions:

1. The special use permit shall be limited to the petitioner, Dao, Inc. and the current owners and shall expire at such time that Dao, Inc. and the current owners no longer own and operate the business at 200 Burr Ridge Parkway.

ROLL CALL VOTE was as follows:

AYES: 5– Bolos, Franzese, Cronin, Grunsten, and Trzupek

NAYS: 0 – None

MOTION CARRIED by a vote of 5-0.

D. Z-10-2011: 90 Burr Ridge Parkway (Remax)

Chairman Trzupek asked Mr. Pollock to provide a summary of this public hearing.

Mr. Pollock described the public hearing as follows: The petitioner owns and operates a real estate sales office in County Line Square and is requesting special use approval to move the business from one tenant space to another. The current location is at 84 Burr

Ridge Parkway and the proposed location is at 90 Burr Ridge Parkway. The petitioner's current location is legally non-conforming as he occupied this space prior to the amendment to the B1 District re-classifying offices as a special use.

Chairman Trzupek asked the petitioner for comments.

The petitioner, Mr. Bud Simons, said he has 9 agents and does not have enough space for growth. He said the new location is much larger and will allow him to add more agents.

There being no one responding to his request for public comments, Chairman Trzupek asked for questions and comments from the Plan Commission.

In response to Commissioner Grunsten, Mr. Simons confirmed that he would triple his floor area and that more agents would be hired.

Commissioners Bolos and Franzese said they did not have any questions.

Commissioner Cronin clarified that the petitioner is moving into a new space and not simply adding to the existing space.

Chairman Trzupek confirmed with staff that there would be no increase the net area of offices in County Line Square as a result of this special use. Mr. Pollock said that the space was previously occupied by a bank and not a retail user.

There being no further comments or questions, Chairman Trzupek asked for a motion to close the hearing.

A **MOTION** was made by Commissioner Cronin and **SECONDED** by Commissioner Bolos to close the hearing for Z-10-2011.

ROLL CALL VOTE was as follows:

AYES: 5– Cronin, Bolos, Franzese, Grunsten, and Trzupek

NAYS: 0 – None

MOTION CARRIED by a vote of 5-0.

A **MOTION** was made by Commissioner Franzese and **SECONDED** by Commissioner Cronin to approve the Findings of Fact as presented by the petitioner and to recommend approval of a special use approval as per Section VIII.B.2.e of the Burr Ridge Zoning Ordinance to permit a real estate office in an existing tenant space on the property known as 90 Burr Ridge Parkway

ROLL CALL VOTE was as follows:

AYES: 5– Franzese, Cronin, Bolos, Grunsten, and Trzupek

NAYS: 0 – None

MOTION CARRIED by a vote of 5-0.

Chairman Trzupek suggested that the Plan Commission move ahead on the agenda to the sign variation request since that petitioner was present and there was no one else present for the last public hearing. The Commission concurred.

5. OTHER CONSIDERATIONS

A. S-03-2011: 201 Bridewell Drive (Eddie Merlot's); Sign Variation

Chairman Trzupek asked Mr. Pollock to provide a summary of this request.

Mr. Pollock described the request as follows: The applicant requests a variation from Section 5.06-A.2 of the Sign Ordinance to allow four wall signs rather than the permitted two wall signs and from Section 55.06.A of the Sign Ordinance to allow the combined area of wall signs to exceed 100 square feet (141 square feet proposed). The request has been amended to reduce the overall area of signs and to eliminate the blade sign that extended above the roof.

Chairman Trzupek asked the applicant for comments. The applicant, Mr. Ron Michel, said that his client has tried to respond to the Plan Commission's concerns and has significantly reduced the total area of signage.

Chairman Trzupek asked for an explanation of the lighting of the signs. Mr. Michel said that the EM logo and the primary wall signs are back lit and that the lettering on the marquee was internally illuminated.

Commissioner Cronin asked when they plan to open. Mr. Pollock said that he was told the restaurant hoped to open in November.

Commissioner Franzese thanked the applicant for listening to the Commission's concerns and responding. Commissioners Bolos and Grunsten concurred.

There being no further comments or questions, Chairman Trzupek asked for a motion.

A **MOTION** was made by Commissioner Franzese and **SECONDED** by Commissioner Bolos to recommend approval of a variation from Section 5.06-A.2 of the Sign Ordinance to allow four wall signs rather than the permitted two wall signs and from Section 55.06.A of the Sign Ordinance to allow the combined area of wall signs to exceed 100 square feet (141 square feet proposed) for the property at 201 Bridewell Drive subject to compliance with the submitted plans.

ROLL CALL VOTE was as follows:

AYES: 5— Franzese, Bolos, Cronin, Grunsten, and Trzupek

NAYS: 0 – None

MOTION CARRIED by a vote of 5-0.

3. PUBLIC HEARINGS

E. Z-07-2011: Annual Zoning Ordinance Update

Chairman Trzupek asked Mr. Pollock to provide a summary of this public hearing.

Mr. Pollock described the public hearing as follows: As part of its annual zoning review, the Plan Commission identified the following amendments to the Burr Ridge Zoning Ordinance for further consideration: Section IV.I.12 reducing required minimum lot width for driveway gates; Section IV.I to add regulations for retaining walls on private property; Section IV.I to add regulations for salt protection fences on residential properties located on arterial streets; Section IV.R to clarify that the home occupation regulations apply to residential uses in non-residential districts; Section IV.K to clarify that parking regulations for trailers and commercial vehicles apply to residential properties in non-residential districts; Section IV to reformat the regulations without substantive changes; and Section IV to make existing rooftop screening requirements applicable to office, business and transitional districts and to modify the required height of rooftop screening.

Mr. Pollock briefly reviewed each of the proposed amendments and noted that these amendments were previously discussed and that the written staff report provides greater detail.

In regards to the amendment related to salt protection fencing, Mr. Pollock recommended that this amendment not be approved. He suggested that there are so few properties that would qualify for a salt protection fence that those properties could be considered unique and a variation could be considered. He said that the only properties that can justify a salt protection fence are located on County Line Road and perhaps on Plainfield Road where the speed and the volume of traffic is extremely high compared to the rest of the Village.

There being no one responding to his request for public comments, Chairman Trzupek asked for questions and comments from the Plan Commission.

There being no further comments or questions, Chairman Trzupek asked for a motion to close the hearing.

A **MOTION** was made by Commissioner Franzese and **SECONDED** by Commissioner Bolos to close the hearing for Z-07-2011.

ROLL CALL VOTE was as follows:

AYES: 5— Franzese, Bolos, Cronin, Grunsten, and Trzupek

NAYS: 0 – None

MOTION CARRIED by a vote of 5-0.

A **MOTION** was made by Commissioner Franzese and **SECONDED** by Commissioner Bolos to recommend approval of the amendments to the Zoning Ordinance as

recommended by staff including staff's recommendation not to include the regulations for salt protection fencing.

ROLL CALL VOTE was as follows:

AYES: 5– Franzese, Bolos, Cronin, Grunsten, and Trzupek

NAYS: 0 – None

MOTION CARRIED by a vote of 5-0.

4. CORRESPONDENCE

There were no comments regarding the Building Report or the Board Report.

6. FUTURE SCHEDULED MEETINGS

Chairman Trzupek noted that the next meeting was scheduled for June 20, 2011.

7. ADJOURNMENT

A **MOTION** was made by Commissioner Grunsten and **SECONDED** by Commissioner Cronin 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

June 20, 2011

6A

ORDINANCE NO.

ORDINANCE AUTHORIZING ANNEXATION AGREEMENT
(15W460 North Frontage Road)
(PIN NO. 09-25-109-003 and 09-25-310-005)

WHEREAS, the Corporate Authorities of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, did hold a public hearing to consider an annexation agreement for the annexation of certain property not presently within the corporate limits of any municipality but contiguous to the Village of Burr Ridge, said Agreement being entitled "Annexation Agreement 15W460 North Frontage Road" a true and correct copy of which is attached hereto and made a part hereof as EXHIBIT A; and

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

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

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: That this President and Board of Trustees of the Village of Burr Ridge hereby find that it is in the best interests of the Village of Burr Ridge and its residents that the aforesaid "Annexation Agreement 15W460 North Frontage Road" be entered into and executed by said Village of Burr Ridge, with said Agreement to be in the form attached hereto and made a part hereof as EXHIBIT A.

Section 2: That the President and Clerk of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, are hereby authorized to execute the aforesaid Agreement for and on behalf of said Village.

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

PASSED this 13th day of June, 2011, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 13th day of June, 2011, by the President of the Village of Burr Ridge.

Village President

ATTEST:

Village Clerk

**ANNEXATION AGREEMENT
15W460 FRONTAGE ROAD**

Field Code Changed

THIS AGREEMENT is made and entered into this _____ day of _____, 2011, by and between the Village of Burr Ridge, Cook and DuPage Counties, Illinois, a municipal corporation (hereinafter referred to as "Village"), and London Property LLC, an Illinois limited liability company, (hereinafter referred to as "Owner") and Saia Motor Freight Line, LLC, a Louisiana limited liability company (hereinafter referred to as "Saia").

WITNESSETH:

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

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

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

WHEREAS, in June of 2010, the Village instituted the necessary notice provisions under the Illinois Municipal Code in order to institute an involuntary annexation of the Subject Property; and

WHEREAS, as a result of the prospect of the proposed involuntary annexation, the parties hereto have negotiated a settlement whereby the interests of the Village, its residents and the parties hereto shall be protected; and

WHEREAS, the Owner and Saia have agreed to have the Subject Property annexed to the Village, the Village desires to annex the same, and the Owner, Saia and Village desire to obtain assurances from each other as to certain matters covered by this Agreement for a period of twenty (20) years (or as otherwise provided herein) from and after the execution of this Agreement; and

WHEREAS, the Subject Property is in unincorporated DuPage County but is adjacent and contiguous to the existing boundaries of the Village; and

WHEREAS, there are no electors residing upon the Subject Property; and

WHEREAS, after due notice as required by law, a public hearing on this Annexation Agreement ("Agreement") has been held by the Corporate Authorities of the Village; and

WHEREAS, the parties wish to enter into a binding agreement with respect to the said annexation of the Subject Property and for other related matters pursuant to the provisions of Division 15.1 of Article 11 of Chapter 65 of the Illinois Compiled Statutes, upon the terms and conditions contained in this Agreement; and

WHEREAS, said public hearing and all other actions required to be held or taken prior to the adoption and execution of this Agreement, in order to make the same effective, have been held or taken, such public hearing and other actions having been held pursuant to public notice as required by law and in accordance with all requirements of law prior to the adoption and execution of this Agreement; and

WHEREAS, the sole Owner of record of the Subject Property has signed the petition for annexation of the Subject Property to the Village; and

WHEREAS, the Corporate Authorities of the Village, Owner and Saia deem it to be to the mutual advantage of the parties and in the public interest that the Subject Property be annexed to the Village as hereinafter provided.

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

1. Annexation: Subject to the provisions of Article VII of Chapter 65 of the Illinois Compiled Statutes, the parties agree to do all things necessary or appropriate to cause the Subject Property to be duly and validly annexed to the Village immediately upon the adoption, approval and execution of this Agreement. The parties shall cause such annexation to be effected pursuant to the provisions of Section 7-1-8 of Chapter 65 of the Illinois Compiled Statutes.

2. Contribution: At the time of signing of this Annexation Agreement and prior to the Village adopting the ordinance annexing the Subject Property, Saia shall pay to the Village the sum of \$25,000 to its General Fund as an annexation fee.

3. Waiver of Claims: The parties acknowledge and understand that the Village was considering the involuntary annexation of the Subject Property and certain other parcels ("Other Parcels") pursuant to the provisions of 65 ILCS 5/7-1-13. The parties further acknowledge that Owner had been considering filing a lawsuit challenging such annexation. Owner hereby waives any possible claims relating to the validity of any involuntary annexation thereto and covenants not to sue the Village seeking any monetary or injunctive relief as to the annexation as Owner is voluntarily entering into this Annexation Agreement. Owner and Saia further agree not to participate in or provide support to the owners of the Other Parcels should they pursue litigation of any kind against the Village for involuntarily annexing such "Other Parcels". Such "Other Parcels" are legally described on Exhibit B attached hereto and hereby made a part hereof.

4. Use of the Subject Property: The current principal use of the Subject Property is a truck terminal operated on a 24 hours a day, seven days a week basis by Saia. The parties hereto agree that for purposes of this Agreement, the term "truck terminal" includes the current principal use, the building and other structures and improvements now existing on the Subject Property and are permitted in the future under this Agreement, and all accessory uses currently being used on the Subject Property or as permitted by the Village Zoning Ordinance. The Village agrees that if during the term of this Annexation Agreement Saia discontinues such use of the Subject Property as a truck terminal that the lawful non-conforming use status of such use shall remain in full force and effect for a period of up to two years after such discontinuance by Saia. It is agreed by the parties that if during said two year period a successor occupant does not use the Subject Property for a truck terminal, such lawful non-conforming use status shall terminate and any subsequent use of the building(s), structure(s) and/or land shall conform to the use regulations of the zoning district in the Village Zoning Ordinance in which the Subject Property is located. It is likewise agreed that if Saia vacates the Subject Property prior to the end of the twenty year term of this Agreement and the Owner replaces Saia with a new tenant within said two year period which intends to operate a truck terminal on the Subject Property, the legal non-conforming use status of the Subject Property shall continue until the truck terminal use is abandoned/vacated under the Village ordinances now in effect. In the event Saia vacates the premises or abandons its truck terminal use of the Subject Property after the twenty year term of this Agreement, the Owner shall have six months after such vacating/abandonment to obtain another tenant on the Subject Property, and if owner is able to do so, the new tenant shall have the right to continue to use the Subject Property as a truck terminal on a 24 hour a day, 7 days a week basis.

The Village agrees, warrants and covenants that, notwithstanding any regulation in its current ordinance or future ordinances governing legal non-conforming uses, in the event any portion of the Subject Property is damaged or destroyed during the term of this Agreement, either by natural disaster, fire or any other event, Owner shall have the right to reconstruct the damaged portion of the facility and use the Subject Property as a truck terminal facility during the term of this Agreement. Once the term of this Agreement expires, the then current provisions of the Burr Ridge Zoning Ordinance shall apply to Owner's lease of the Subject Property to another tenant other than Saia.

5. No Petition: Owner agrees that during the term of this Agreement that it shall not file any petition with the Village seeking to zone the Subject Property as a truck terminal or any other use for which the building, structures and Subject Property are currently used as a principal or accessory use, or for a truck maintenance and/or repair facility. However, the preceding sentence shall not preclude Owner from filing a petition with the Village for rezoning of the Subject Property for a use other than a truck terminal, so long as such use is otherwise a permitted or special use under the Burr Ridge Zoning Ordinance.

6. Sound Reduction Improvements: Saia agrees to construct and/or implement the following noise reduction improvements on the Subject Property and use their best efforts to complete such improvements as soon as possible and otherwise as provided herein.

- (a) A solid wood sound barrier wall along the northern and western boundaries of the Subject Property shall be constructed in accordance with the "Saia Motor Freight Lines, LLC Sound Wall and Frontage Rd. Seeding Plans" prepared by Teska and Associates dated May 26, 2011 ("Wall Plan") and consisting of sheets L-1 through L-9. The revised Wall Plan is hereto attached as Exhibit C. Such fence shall be of such materials, height and construction as detailed in the Wall Plan.
- (b) All other sound barrier improvements as shown on the Wall Plan.
- (c) All back up beepers shall be eliminated from hostling tractors used on the Subject Property.
- (d) Saia agrees to provide training for its hostling tractors drivers and its employees who do dock plate drops to avoid noisy trailer drops and adopt a written policy consistent with such training to be followed by such drivers. A copy of such policy will be provided to the Village. Saia agrees to use its best efforts to enforce such policy and provide further training whenever necessary or desirable, and to instruct its employees at all times to comply with the policy. At a minimum Saia will within thirty (30) days of this Agreement train all such employees who are currently employed and train all new employees in the future as they are hired. Appropriate records regarding when such training is provided and which employees were trained shall be maintained by Saia and be made available to the Village upon request.
- (e) Saia shall instruct all drivers coming to and from the truck terminal from the west during normal operations to access the Subject Property by using Illinois Route 83 to access North Frontage Road. Saia shall use its best efforts to disseminate this routing to all drivers utilizing its facility.
- (f) To the extent feasible, Saia will perform loading and unloading of trucks on the south side of the Subject Property during non-peak hours.
- (g) To the extent feasible, Saia will perform maintenance to its trucks, trailers and other equipment between the hours of 7:00 a.m. and 10:00 p.m. in the maintenance building on the Subject Property. No operations in the maintenance building shall be conducted between 10:00 p.m. and 7:00 a.m. unless the overhead doors on the west side of the maintenance building are closed. The Village at its option and at its expense may conduct an evening high impulse noise test by an independent professional once all the improvements required in Sections 6, 7 and 10 have been installed in order to determine the impact of any night-tank maintenance (occurring after 10:00 p.m. and before 7:00 a.m.) being conducted on the Subject Property.

7. Dock Plate Improvements: The parties agree that the use of the dock plate systems now installed on the Subject Property can cause noise which is heard off-site. Accordingly, Saia shall use commercially reasonable efforts to identify, through its acoustical engineer Shiner & Associates ("Shiner"), potential modifications to the dock plate system that shall reduce the noise from the use of such systems. Given that the dock plates are in use every day, Saia shall, in its reasonable discretion, decide what modifications or improvements shall be made based on such factors as (a) expense, (b) amount of noise reduction achieved, (c) durability of modifications, and (d) amount of downtime required for installation and future

repairs/replacement. It is understood that Saia and Shiner will be studying and identifying potential improvements, and Saia shall identify its chosen noise reduction methodology by November 1, 2011. During that period of time the Village shall be entitled to discuss with Saia and Shiner the various options being considered and make suggestions as to other possible options. Saia shall notify the Village of and the Village may attend the field testing of any improvements tested by Saia or Shiner. Once Saia has identified the noise reduction improvements it wishes to introduce to the Property, it will notify the Village; the Village may conduct sound testing on any mock-up of the improvements to determine their efficacy. Saia and the Village agree to discuss the chosen improvements and review any issues identified by the Village prior to installation.

8. **Arbitration:** The parties agree that any claim or dispute between them as to whether Saia has fulfilled its duty under this Agreement to make commercially reasonable efforts to install noise reduction improvements to the dock plates at the Subject Property shall be resolved by binding arbitration. If the Village alleges that Saia is currently in breach of its obligations under Section 7 of this Agreement, the Village shall give written notice to Saia requesting arbitration thereon ("Arbitration Notice"). The parties agree that the arbitration shall be conducted by the American Arbitration Association ("AAA") in Chicago, Illinois, by a single arbitrator chosen for his or her expertise in the subject matter, under the AAA rules then in effect. Any award of the arbitrator shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The fees of the arbitrator shall be split equally between the parties.

9. **Sound Barrier Wall:** It is understood by the parties that the construction of the sixteen feet (16') sound barrier wall on the north side of the Subject Property is partly within and partially outside the protected wetland buffer but that the exact delineation of the wetland buffer area has not yet been completed by DuPage County. It is further understood that construction in the wetland buffer area cannot be commenced without a permit from DuPage County, while construction of the remainder of the wall need only be approved by the Village. Within fifteen (15) days after annexation of the Subject Property by the Village, Saia will file the necessary applications, with all required supporting documentation, for permits from the County (for the portion of the wall in the wetland buffer area) and the Village (for the remainder) for construction of the wall. Saia shall order all materials for the wall within ten (10) days after the issuance of the last permit to be issued. Saia agrees to complete construction of the fence no later than sixty (60) days after the delivery of the fabricated steel posts to the Subject Property, subject to force majeure delays such as unusual weather, labor action and other causes outside of Saia's control which materially interfere with or delay completion of the wall.

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

- (a) To maintain (mow, trim, remove weeds, remove trash, etc.) the areas of the Subject Property north of the proposed sound barrier fence so as to keep such areas in a slightly condition.
- (b) To create a landscape plan (consisting of low ground cover which is easily maintained) for the front of the Subject Property along North Frontage Road

(the "Front Landscape Plan"). Such Front Landscape Plan shall be submitted to the Village within thirty (30) days of the annexation of the Subject Property and shall be subject to approval by the Village's administrative staff in the exercise of its reasonable discretion. Once the Village approves the Front Landscape Plan, Saia shall install the approved landscaping materials within forty-five (45) days.

- (c) Upon completion of the construction of all sound barrier fencing, Saia shall retain a lighting consultant to study whether the then current lighting on the Subject Property meets all Village performance standards for off-site light spillage, and, if not, to make whatever recommendations are necessary to bring the site into conformance. Such study shall be submitted to the Village. If not in conformance, Saia shall comply with and complete all recommendations made by such consultant so as to bring the Subject Property into compliance within forty-five (45) days after receipt of the consultant's study.
- (d) Within sixty (60) days after annexation, Saia shall remove the existing free standing sign on the Subject Property that currently does not advertise Saia's business. Only one free standing sign shall be allowed to remain.

It is understood that the obligations set forth in this paragraph 9 shall be primarily performed by Saia so long as it occupies the Subject Property. However, if and when Saia were to vacate the Subject Property, Owner or any future tenant of Owner shall assume and perform such obligations.

11. Noise Reduction Cooperation: The Village and Saia agree to direct their respective consultants to coordinate with each other regarding the various recommendations for noise and vibration reduction emanating from the Subject Property. In the event that any problems arise in the future that result in noise complaints, Saia and the Village agree to meet in good faith to attempt to reach a mutually satisfactory solution to the problem.

12. Existing Billboards: The parties acknowledge that two billboards currently exist on the Subject Property and that they are legal non-conforming uses. The parties agree that, the two existing billboards shall be allowed to remain on the Subject Property as legal non-conforming uses under the Burr Ridge Zoning Ordinance. If either billboard is totally destroyed by an Act of God (an event outside of human control, such as a tornado, sudden flood, or other natural disasters for which no one can be held responsible) within the 20 year term of this Annexation Agreement, the Village agrees to allow the destroyed billboard to be re-built. Owner and Saia agree that any such re-built sign shall be removed from the Subject Property at the end of the term of this Annexation Agreement or the end of Saia's occupation of the Subject Property under the Lease, whichever is later. Proper maintenance of such signs is not only permissible but is required. Such maintenance shall include all normal and customary work to keep such signs in a state of good repair, including changes to the sign faces. The Village further agrees that if it amends any of its ordinances relating to billboards in the future, any benefits accruing under any such amendment shall apply to the two billboards on the Subject Property.

Deleted: during the term of this Agreement

Deleted: Lease

13. Village Obligations: The Village agrees as follows during the term of this Agreement (or such other period as specified below):

- (a) To allow 24 hours per day, seven days a week use of the Subject Property for a truck terminal during such time that Saia continues its truck terminal operations on the Subject Property, or if Saia terminates its operations prior to October 31, 2025, to allow such use by Saia's subtenant, assignee or other successor – in interest to Saia as tenant under the Lease operating a truck terminal use on the Subject Property until the end of the twenty (20) year term of this Agreement. This Section shall in no way be construed as a limitation as to the obligations of the Village under Section 4 above.
- (b) To agree that any Village noise regulations passed after the date of this Annexation Agreement that are more stringent than the current ordinance will not apply to the Subject Property through the later to occur of expiration of the Annexation Agreement or the expiration or termination of the Lease.
- (c) To waive the 30 foot landscape buffer requirement for those areas of the Subject Property which are adjacent to residential properties.
- (d) To agree that the existing parking lots on the Subject Property may remain unpaved.
- (e) To permit Saia in the future to replace its current existing office building by constructing a new office building on the east side of the Subject Property, together with ancillary office parking areas, so long as there is no increase in number of truck docks and the new office building as constructed remains the same size or smaller as the existing office building and is not greater in height than the existing office building.
- (f) To agree that the Village shall not engage in testing to determine the levels of sound from Saia's operations for a period of two (2) years after the completion of improvements shown in the Wall Plan with the exception of the possible test provided for in Section 6. (g) above.
- (g) To support Saia and Owner's petition to DuPage County seeking a permit to construct the proposed fence within the wetland buffer area.

Deleted: .

Formatted: Indent: Hanging: 0.25"

14. Impact Requirements: Owner and Saia agree that any and all contributions, donations and easements contemplated in this Agreement substantially advance legitimate governmental interests of the Village. Owner and Saia further agree that the contributions, donations and easements contemplated by this Agreement are specifically and uniquely attributable to, reasonably related to, and made necessary by the annexation of the Subject Property.

15. Subsequent Owners: Any subsequent purchasers of all or a portion of the Subject Property by purchasing all or any part of the Subject Property shall by such purchase automatically acknowledge agreement with all of the provisions of this Agreement and being bound thereby, and shall be deemed to have done so without any other confirming documentation.

16. Disconnection: The Owner and its respective successors and assigns, including all subsequent purchasers of any portion or all of the Subject Property, all agree that after annexation of the Subject Property and during the term of this Agreement, they will not seek to disconnect any portion or all of the Subject Property from the Village, and that they will not support any disconnection proceeding that may be filed.

17. Utilities Underground: All future electricity, telephone, cable television and gas lines, if any, installed on the Subject property shall be installed underground, the location of which underground utilities shall be at the Owner's option but within designated easement areas.

18. Warranties and Representations: The Owner represents and warrants to the Village as follows:

A. That the legal title holder and the Owner of record of the Subject Property are as set forth on the first page of this Agreement.

B. That other than the Owner and Saia, no other entity or person has any interest in the Subject Property or any of the matters as herein proposed.

C. That Owner has provided the legal description of the Subject Property set forth in this Agreement and that said legal description is accurate and correct.

19. General Provisions:

A. Notices: Notice or other writings which any party is required to, or may wish to, serve upon any other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

(1) If to the Village or Corporate Authorities:

Village Mayor
VILLAGE OF BURR RIDGE
7660 South County Line Road
Burr Ridge, Illinois 60527

with a copy to:

- (a) Village Administrator
VILLAGE OF BURR RIDGE
7660 South County Line Road
Burr Ridge, Illinois 60527
- (b) Terrence M. Barnicle
KLEIN, THORPE AND JENKINS, LTD.
20 North Wacker Drive, Suite 1660

Chicago, Illinois 60606-2903

(2) If to the Owner:

London Property, LLC
33 N. Brainard Avenue, Suite 2B
LaGrange, IL 60525

With a copy to: Mr. Timothy P. Dwyer
Law Offices of Timothy P. Dwyer
240 W. River Drive
St. Charles, IL 60174

(3) If to Saia:

Tom Davis
Property Manager
Saia Motor Freight Lines, LLC
1625 Corporate Place
LaVergne, TN 37086

With a copy to: D. Scott Hargadon
Bryan Cave LLP
161 N. Clark St. - #4300
Chicago, IL 60601

or to such other address as any party may from time to time designate in a written notice to the other parties.

B. Continuity of Obligations:

(1) The provisions of this Agreement shall inure to the benefit of and shall be binding upon the Owner, Saia and their respective successors and assigns, including subsequent purchasers of any portion of the Subject Property, and shall be binding upon the Village and the successor Corporate Authorities of the Village and any successor municipality. Subject to Subsection S below, the parties hereto and their successors and assigns, including subsequent purchasers or tenants of any portion of the Subject Property, shall at all times during the term of this Agreement remain liable to each other for the faithful performance of all obligations imposed respectively upon the parties to this Agreement until such obligations have been fully performed.

(2) All terms and conditions of this Agreement shall constitute covenants running with the land, and shall bind each subsequent record owner of any portion or all of the Subject Property.

(3) The Village, Owner and Saia agree that they shall enter into the Declaration of Covenants and Restrictions (the "DCR") attached hereto as Exhibit D. The parties shall execute the DCR contemporaneously with the execution of this Agreement. The DCR shall be recorded with the Du Page County Recorder of Deeds against title to the Subject Property within seven (7) days after the full execution and recording of this Agreement.

C. Court Contest: In the event that the annexation of the Subject Property, or other terms of this Agreement are challenged in any court proceeding, the period of time during which such litigation is pending, including (without limitation) the appeal time therefor, shall not be included, if allowed by law, in calculating the twenty (20) year period mentioned in subparagraph Q below.

D. Remedies: The Village, the Owner, Saia and their successors and assigns, covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any of the parties, or their successors or assigns, which default exists uncorrected for a period of ten (10) days after written notice to any party to such default, the party seeking to enforce said provision shall have the right of specific performance and if said party prevails in a court of law, it shall be entitled to specific performance. It is further expressly agreed by and between the parties hereto that the remedy of specific performance herein given shall not be exclusive of any other remedy afforded by law to the parties, or their successor or successors in title.

E. Survival of Representations: The parties agree that the representations, warranties and recitals set forth in the preambles to this Agreement are material to this Agreement and the parties hereby confirm and admit their truth and validity and hereby incorporate such representations, warranties and recitals into this Agreement and the same shall continue during the period of this Agreement.

F. Captions and Paragraph Headings: The captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

G. No Waiver or Relinquishment of Right to Enforce Agreement: Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon another party imposed, shall not constitute or be construed as a waiver or relinquishment of either party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

H. Subordination of Mortgage(s): In the event there are any existing mortgages or other liens of record against the Subject Property, Owner shall obtain by appropriate document(s) a subordination of rights of such mortgagee and/or lienholder to the terms of this Agreement. In the event that the Owner (or any future owner and/or developer) obtains a mortgage or other loan of money in the future which is secured by the Subject Property, the Owner (or future owner and/or developer) as the case may be, shall secure from such mortgagee or lender a subordination of its (their/his/her) rights to the terms and conditions of this Agreement.

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

J. Recording: This Agreement, or a memorandum thereof, and any subsequent amendments thereto shall be recorded by the Village in the office of the Recorder of Deeds in DuPage County, Illinois at the expense of Saia.

K. Amendment: This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the parties relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

L. Organization and Authorization: Owner is an Illinois limited liability company duly organized and existing under the laws of the State of Illinois, and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement. Owner is solvent, able to pay its debts as they mature and financially able to perform all the terms of this Agreement. To Owner's knowledge, there are no actions at law or similar proceedings which are pending or threatened against Owner which would materially and adversely affect the ability of Owner to perform its obligations hereunder.

Saia is a limited liability company duly organized and existing under the laws of the State of Louisiana, and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement. Saia is solvent, able to pay its debts as they mature and financially able to perform all the terms of this Agreement. To Saia's knowledge, there are no actions at law or similar proceedings which are pending or threatened against Saia which would materially and adversely affect the ability of Saia to perform its obligations hereunder.

M. Non-Conflict or Breach: Neither the execution and delivery of this Agreement by Owner and/or Saia, nor the consummation of the transactions contemplated hereby by either of them, nor the fulfillment of or compliance with the terms and conditions of this Agreement conflicts with or will result in a breach of any organizational documents, and any restriction, indenture, agreement or instrument to which either of them is a party.

N. Authorization: The execution, delivery and the performance of this Agreement and the consummation by the Village of the transactions provided for herein and the compliance with the provisions of this Agreement (i) have been duly authorized by all necessary corporate action on the part of the Village, (ii) require no other consents, approvals or authorizations on the

part of the Village in connection with the Village's execution and delivery of this Agreement, and (iii) shall not, by lapse of time, giving of notice or otherwise result in any breach of any term, condition or provision of any indenture, restriction, agreement or other instrument to which the Village is subject.

O. Time of the Essence: Time is of the essence of this Agreement.

P. Integration: Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

Q. Severability: If any provision of this Agreement, or any section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

R. No Personal Liability: No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of the Corporate Authorities, Mayor, any official, officer, partner, member, director, agent, employee or attorney of the Village, or Owner and/or Saia, in his or her individual capacity, and no official, officer, partner, member, director, agent, employee or attorney of the Village, or Owner and/or Saia shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

S. No Assignment: Neither Owner and/or Saia may assign this Agreement without the express written consent of the Corporate Authorities of the Village; however, Saia may without the express consent of the Corporate Authorities of the Village, transfer its rights under this Agreement provided the transferee is: (i) any entity which is controlling, controlled by or under common control with Saia; (ii) and any entity which results from a merger or consolidation of Saia, or any entity succeeding to the business assets of Saia; (iii) any assignee of Saia's interest under the Lease, but only if such assignment occurs after the year 2020 and further provided that the assignment is solely for the balance of the initial term of the Lease and does not assign any rights extending after October 31, 2025. If the assignment to a third party by Saia occurs in any of the five year renewal option periods which Saia has under the Lease, such assignment can be made without the Village's consent only if the assignment is solely for the remainder of the extension period in which the assignment is made (e.g. if Saia exercises its option to renew the Lease for an additional five years for the period of November 1, 2025 to October 31, 2030, then any assignment would require Village consent if the assignment extends beyond October 31, 2030). Saia's liability hereunder shall be released upon any such transfer which the Village has consented to or which does not require the Village's consent provided Saia has, prior to such transfer, paid the sum under Section 2, completed the improvements shown on the Wall Plan set forth in Section 6(a) above, and also completed its obligations under Section 7 above concerning the dock plates. However, the Owner does not need to obtain permission and/or consent to sell the Subject Property, either in whole or in part, to any bona fide purchaser

Deleted: and (iii) any entity which results from a merger or consolidation of Saia, or any entity succeeding to the business assets of Saia

from any other party to this Agreement, including the Village of Burr Ridge, and in so transferring shall be relieved of liability hereunder. However, any such assignment that is not subject to the prior consent of the Village may be made only after the Owner and/or Saia gives the Village written notice thereof. No such assignment shall be effective, even if consented to by the Village, unless and until the Assignee acknowledges in writing to the Village that the obligations of the Village to the Owner and/or Saia or an assignee hereunder are contingent upon certain conditions, covenants and/or the performance of certain obligations on the part of Owner and/or Saia which such assignee is willing to assume.

T. Counterparts: This Agreement may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

U. Conflict Between the Text and Exhibits: In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of the Agreement shall control and govern.

V. Definition of Village: When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village of Burr Ridge unless the context clearly indicates otherwise.

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

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

Y. Automatic Expiration of Agreement: This Agreement shall automatically be void and otherwise invalid if it is not signed by all necessary parties within thirty (30) days of the effective date of the Ordinance authorizing the Mayor and Clerk of the Village of Burr Ridge to sign this Agreement on behalf of said Village.

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

VILLAGE OF BURR RIDGE,
an Illinois municipal corporation

By: _____
Village Mayor

ATTEST:

By: _____
Village Clerk

OWNER:

London Property, LLC,
an Illinois limited liability company

By: _____
Robert Rogulic, Member

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

By: _____
Its: _____

ATTEST:

Its: _____

ACKNOWLEDGMENTS

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

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

GIVEN under my hand and official seal, this _____ day of _____, 2011.

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

Field Code Changed

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

GIVEN under my hand and official seal, this _____ day of _____, 2011.

Notary Public

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

Field Code Changed

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

GIVEN under my hand and official seal, this _____ day of _____, 2011.

Notary Public

EXHIBIT A

Legal Description of Subject Property

Deleted: ¶

EXHIBIT A

THAT PART OF THE WEST ½ OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE NORTHWEST ¼ OF SAID SECTION 25 AND THE NORTH LINE OF ROUTE 66 AS RECORDED JULY 24, 1947 AS DOCUMENT 525676; THENCE NORTHERLY ON SAID EAST LINE 538.40 FEET TO THE NORTH LINE OF THE SOUTH ½ OF THE SOUTH EAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 25; THENCE WESTERLY ALONG THE LAST SAID LINE 1,314.18 FEET TO THE WEST LINE OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 25; THENCE SOUTH ALONG THE LAST SAID LINE 664.66 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 25; THENCE NORTH 89° 57'50" EAST ON THE NORTH LINE OF SAID SOUTHWEST ¼, 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)

EXHIBIT B

Legal Description of Other Parcels

EXHIBIT B

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)

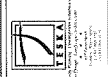
EXHIBIT C

Wall Plan

REV.	COMMENTS	DATE

Overall Site Plan

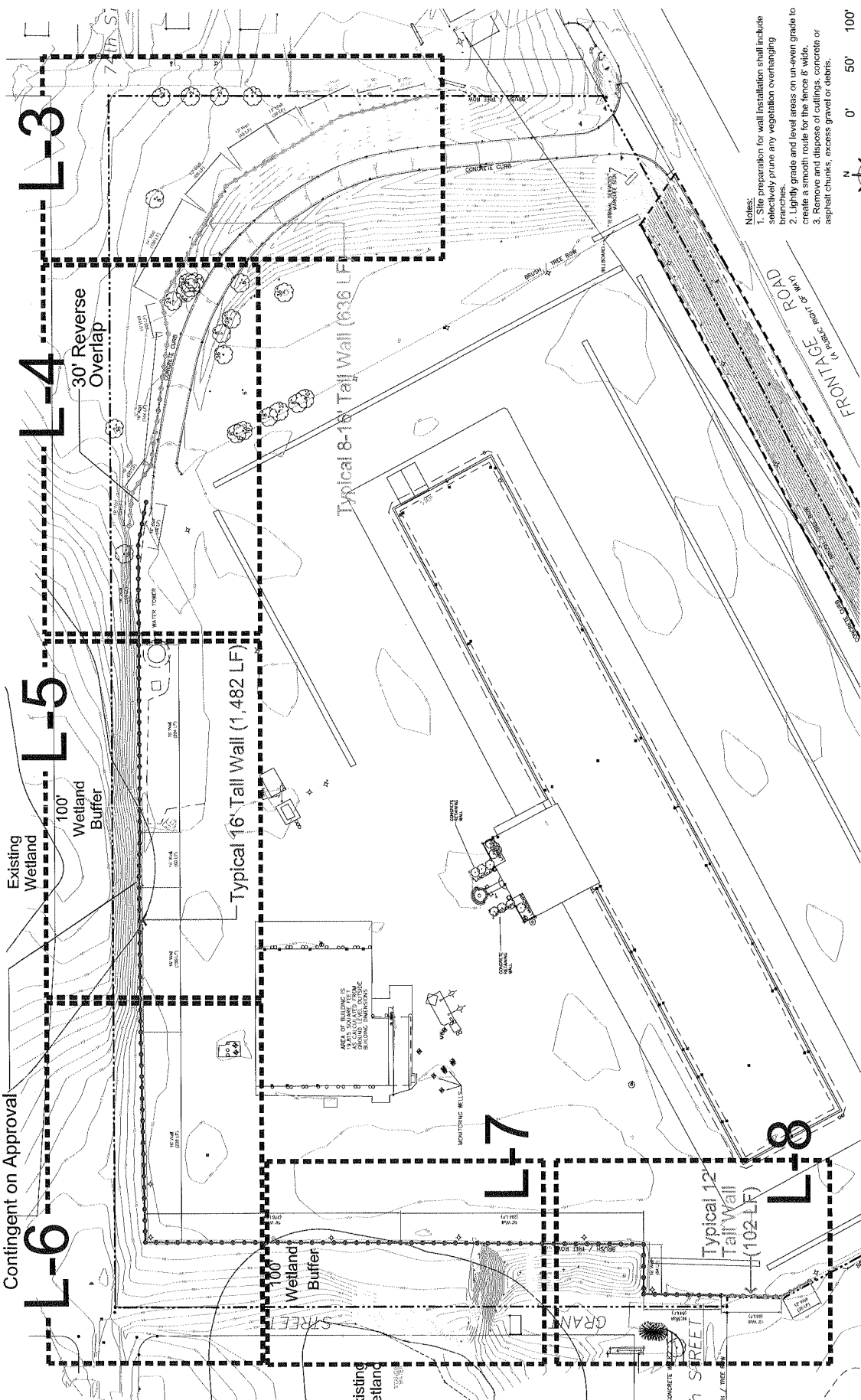
SAIA MOTOR FREIGHT LINES, LLC.
Burr Ridge, IL
Sound Wall and Frontage Rd. Seeding Plans



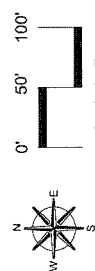
Project No.	1000000000
Sheet No.	9
Scale	As Shown

L1
9 sheets

Wall Within Wetland Buffer
Contingent on Approval



- Notes:
1. Site preparation for wall installation shall include adequately prune any vegetation overhanging branches.
 2. Lightly grade and level areas on un-even grade to create a smooth route for the fence 8' wide.
 3. Remove and dispose of cuttings, concrete or asphalt chunks, excess gravel or debris.



Scale In Feet

REV.	COMMENTS	DATE

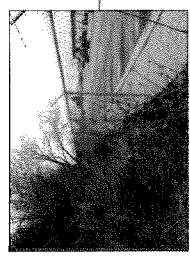
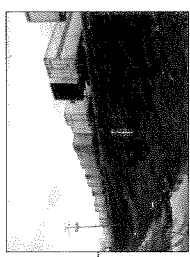
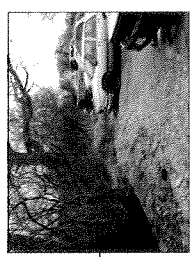
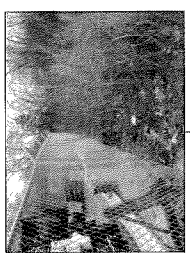
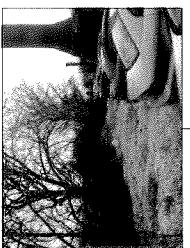
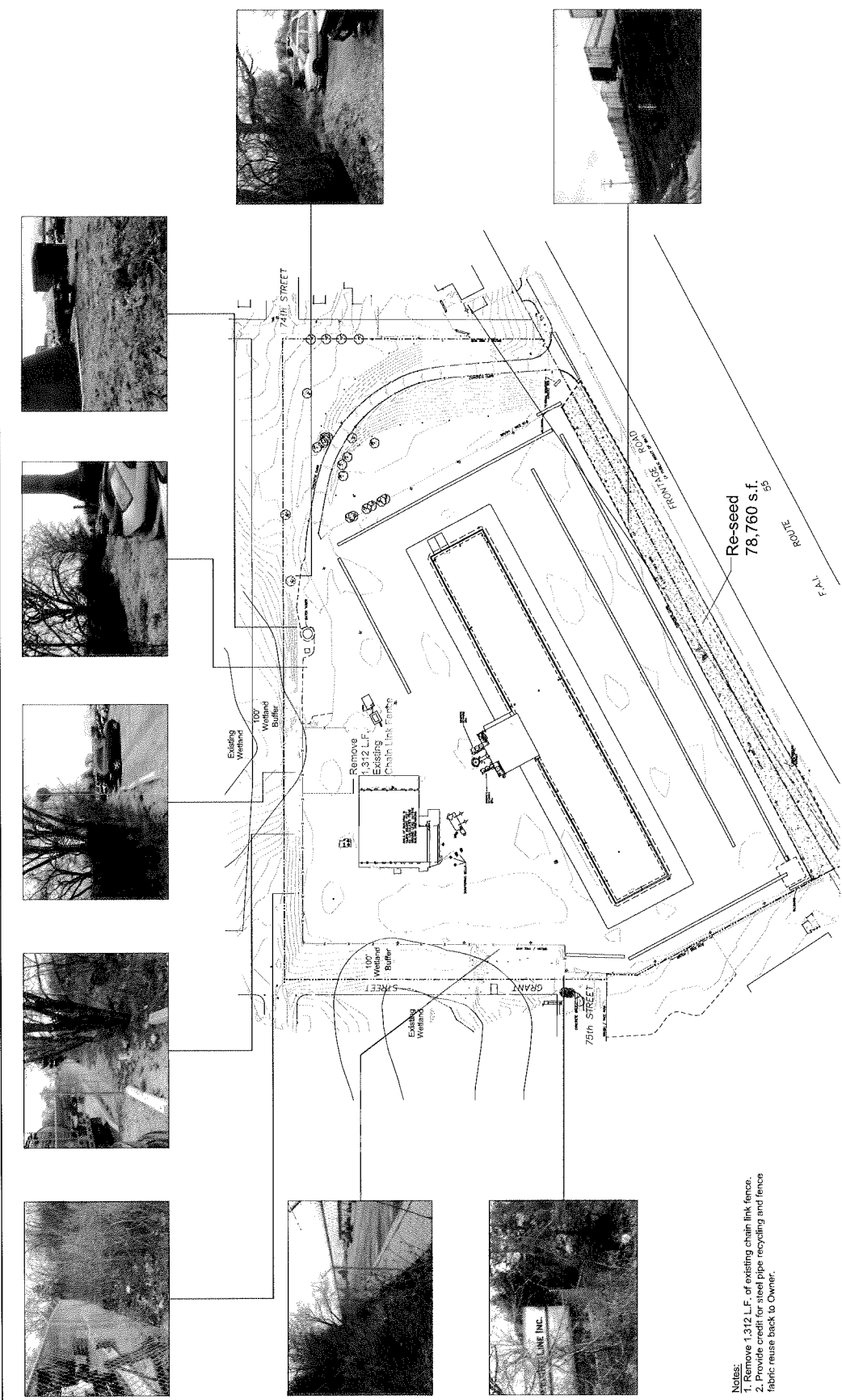
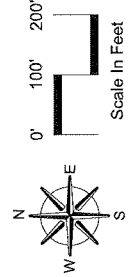
EXISTING CONDITION AND
SITE PHOTOS

SALA MOTOR FREIGHT LINES, LLC.
Sound Wall and Frontage Rd. Seeding Plans
Burr Ridge, IL

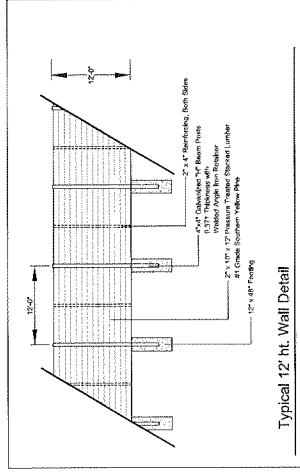
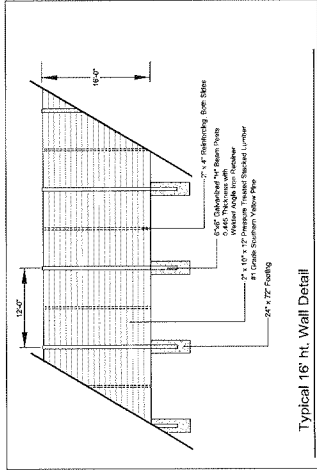
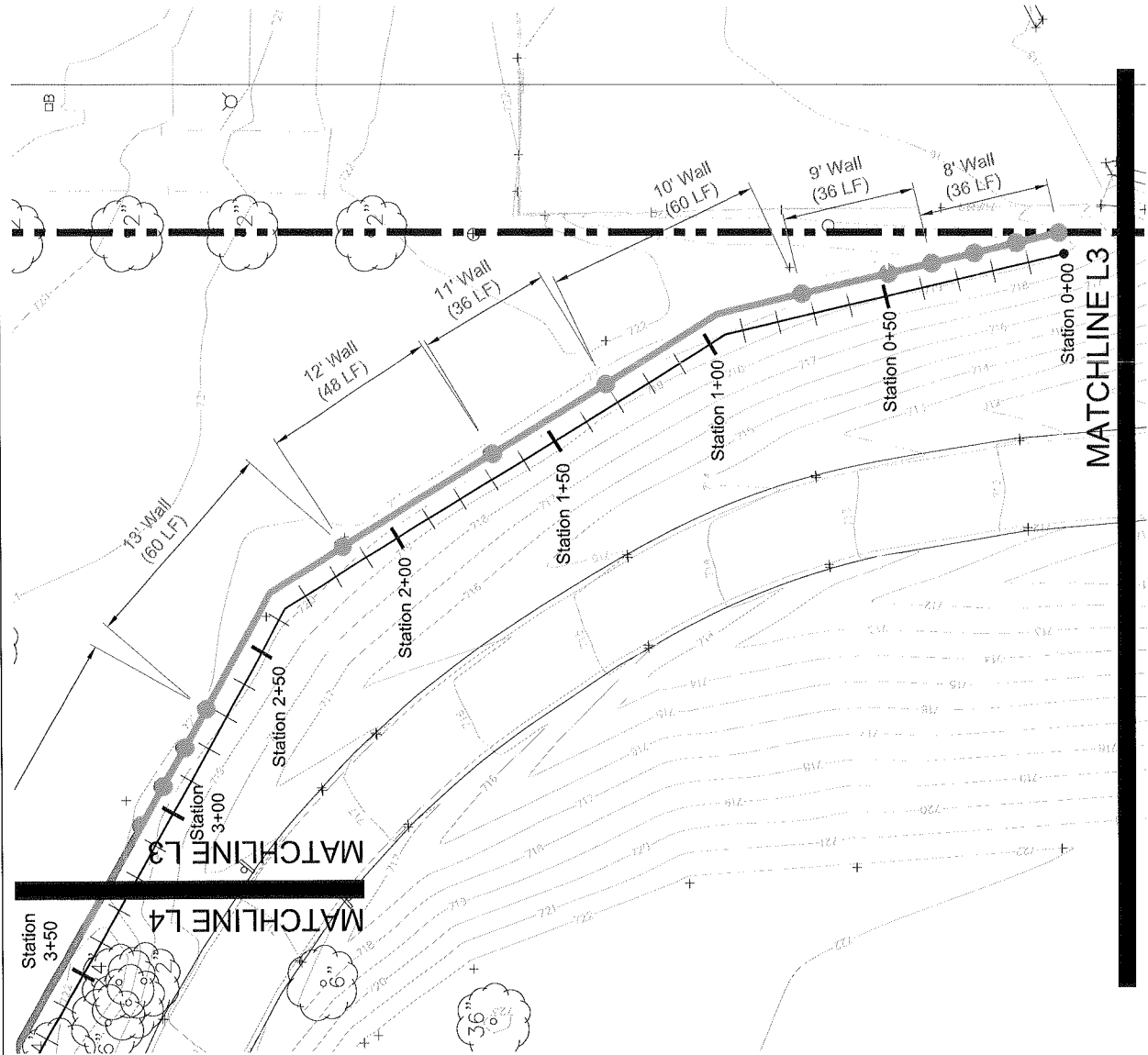


Project No.	13-001
Sheet No.	13-001
Scale	1" = 100'
Date	11/11/13
Drawn By	JL
Checked By	JL
Approved By	JL

L2
9

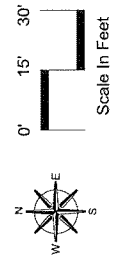


- Notes:
1. Remove 1,312 L.F. of existing chain link fence.
 2. Provide credit for sited pipe recycling and fence fabric: reuse back to Owner.



1. Install wall to follow existing natural soil grade elevation.
2. Wall selections shall make grade transitions in even increments of 10" high steps.
3. Any visible gaps in the wall boards shall be caulked with a permanent color matched caulk filler.
4. Distribute and grade post hole spoils evenly along the truck terminal side of the wall and bury bottom rail with min. 2" depth of soil so no open gaps appear.
5. Re-seed all disturbed soil areas with Illinois Tollway 3 Native Slope Mix* by hydroseeding with tackifier.
6. Rseed and apply tackifier to think or erosion channel areas until 100% coverage is achieved.
7. Maintenance of seeded area shall consist of two seasonal mowings, weeding and weekly trash pick-up.

*Illinois Tollway 3 Native Slope Mix:	
22.0% Kentucky 31 or	65#
17.4% Spring Oak	50#
13.5% Kentucky Blue	40#
13.0% Kentucky Bluestem	30#
10.4% Fall Fescue Distans	30#
8.7% Dawson Crandall Red Fescue 29	30#
9.5% Side Oak Gamma	15#
3.2% Side Oak Gamma	10#
1.7% Blueoat Tifoid	5#
1.7% Aloha Clover	5#
1.0% Indian Grass	25#/A



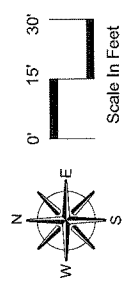
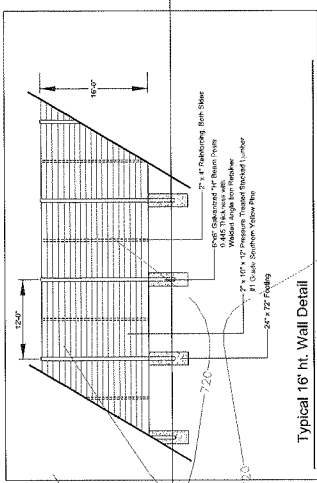
Notes:

1. Install wall to follow existing natural soil grade elevation.
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3. Any visible gaps in the wall boards shall be caulked with a permanent color matched caulk filler.
4. Distribute and grade post hole spoils evenly along the truck terminal side of the wall and bury bottom rail with min. 2" depth of soil so no open gaps appear.
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7. Maintenance of seeded area shall consist of two seasonal mowings, weeding and weekly trash pick-up.

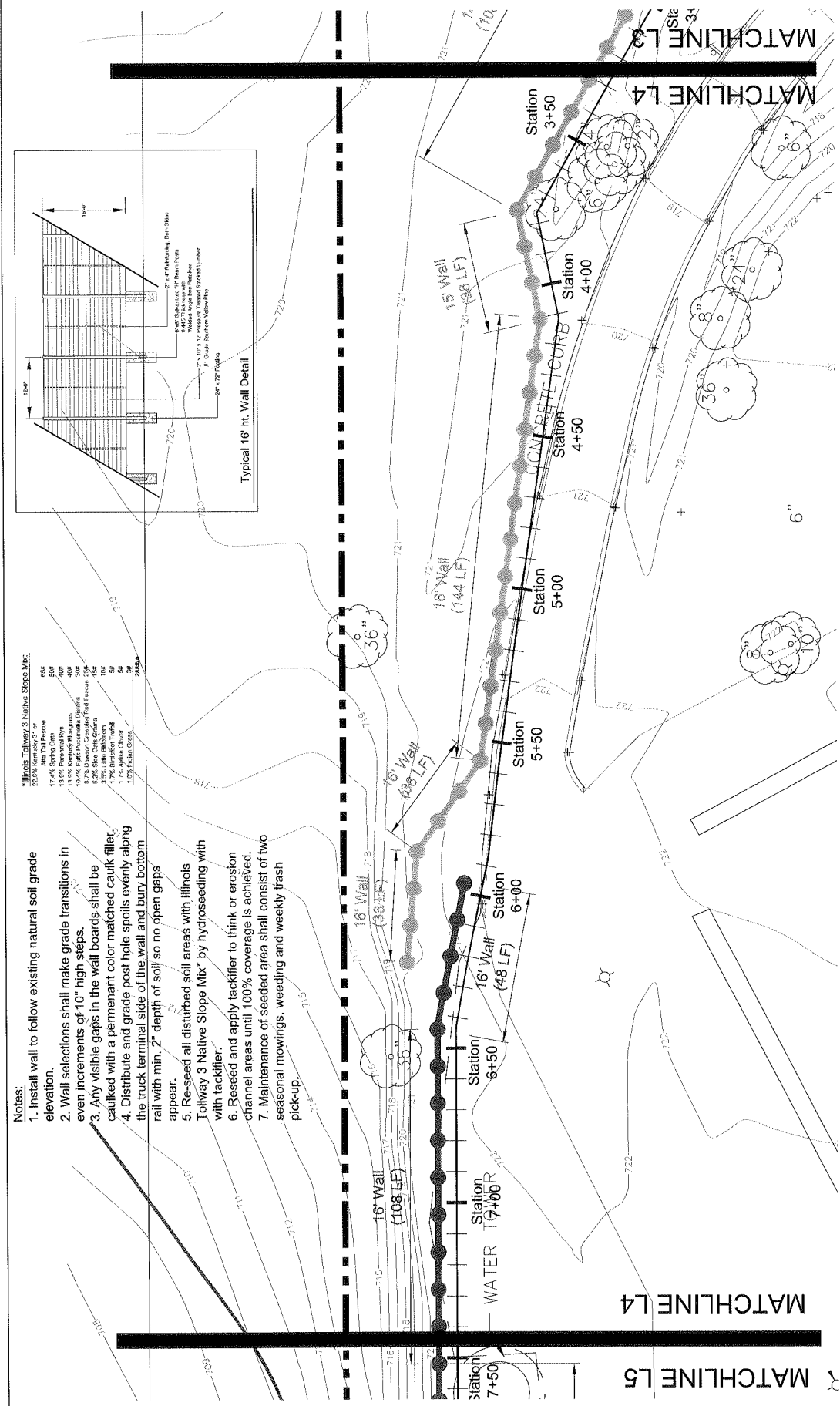
*Illinois Tollway 3 Native Slope Mix:

22.5% Kentucky 31 or	50#
12.4% Pennard Ryegrass	50#
13.5% Perennial Ryegrass	50#
13.5% Kentucky Bluegrass	40#
8.7% Annual Ryegrass	15#
8.7% Chewort Complex Fertilizer 20-5-0	15#
5.2% Slow Release Fertilizer 10-10-10	15#
1.7% Amino Chlor	5#
1.0% Erosion Control	2000#

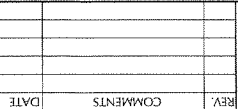
Typical 16' ht. Wall Detail



REV.	COMMENTS	DATE

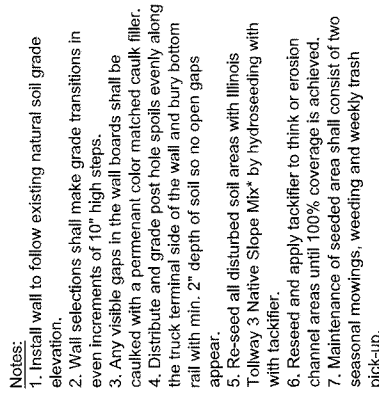


1. Install wall to follow existing natural soil grade elevation.
2. Wall selections shall make grade transitions in even increments of 10" high steps.
3. Any visible gaps in the wall boards shall be caulked with a permanent color matched caulk filler.
4. Distribute and grade post hole spoils evenly along the back terminal side of the wall and bury bottom rail with the min. 2" depth of soil so no open gaps appear.
5. Re-seed all disturbed soil areas with Illinois Tollway 3 Native Slope Mix* by hydroseeding with with tackifier.
6. Re-seed and apply tackifier to think or erosion channel areas until 100% coverage is achieved.
7. Maintenance of seeded area shall consist of two seasonal mowings, weeding and weekly trash pick-up.



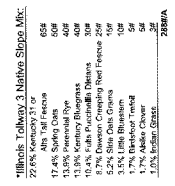
Landscape Enlargement Plan

SALA MOTOR FREIGHT LINES, LLC.
Sound Wall and Frontage Rd. Seeding Plans



Between Stations 15+50 and 18+50, Provide 3" open gap below the bottom fence board to provide for overland flow route above existing ground level.





Re-seed
78,760 s.f.⁵⁵

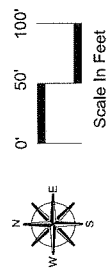


EXHIBIT D

Declaration of Covenants and Restrictions

This Agreement and Declaration of Covenants (this "Declaration") is made this ____ day of June, 2011, by and between London Property LLC, an Illinois limited liability company ("Owner"), Saia Motor Freight Line, LLC, a Louisiana limited liability company ("Tenant"), and the Village of Burr Ridge, Illinois, an Illinois municipal corporation (the "Village").

RECITALS

A. Owner is the fee owner of real estate comprising ____ acres in the jurisdictional limits of Village, the legal description of which is attached hereto as Exhibit A (the "Property"). The Property is improved with a 146 dock truck terminal and related improvements.

B. Tenant, a national trucking company, is tenant in the Property pursuant to the Lease Agreement dated May 15, 2008 and amended June 24, 2010, between Tenant and Owner (collectively the "Lease"). The Lease, by its terms, expires on October 31, 2025, but Tenant holds four (4) options to renew the term of the Lease for five (5) years each, such that if all options to the Lease are exercised, the termination of the Lease would occur on October 31, 2045.

C. The Village annexed the Property into its jurisdiction limits pursuant to Ordinance No. ____ which was enacted pursuant to the Annexation Agreement dated June, 2011 between Owner, Tenant and the Village (the "Annexation Agreement").

D. This Declaration is made pursuant to the Annexation Agreement so that certain covenants contained therein become covenants running with the land for the term set forth herein.

NOW THEREFORE, for and in consideration of the Recitals set forth above, which by this reference are incorporated herein, and for the other consideration the receipt and sufficiency of which is hereby acknowledged, the parties herby do agree and declare:

1. Term. This Declaration shall be in effect until the later of (a) the date twenty (20) years from the date of the Annexation Agreement and (b) the termination of Saia's occupation of the Subject Property under the Lease.

Deleted: date of expiration or

2. Use. During the term of this Declaration the Village shall permit, as a legal non-conforming use, the Property to be used for a truck terminal that operates on a twenty four (24) hours a day, seven (7) days a week basis.

3. Noise Regulation. The Village recognizes that under the Annexation Agreement, Tenant and Owner are required to construct various fence, wall, dock plate and other improvements, the purpose of which is to ensure that Tenant's operations on the Property comply with Section IV.W.1. of the Burr Ridge Zoning Ordinance – Performance Standards (the "Current Rules"). Therefore, the Village agrees that so long as this Declaration is in force, if the Village shall enact a new noise control or nuisance ordinance, amend its current noise control or nuisance ordinance, or otherwise regulate the off-site emission of noise with standards that are more stringent than those contained in the Current Rules, then the more stringent standards shall not apply to the Property and the Current Rules shall be deemed to apply.

Deleted:

Deleted: Village Municipal Code

4. Notice of Lease Termination. Owner and Tenant shall have the obligation to give written notice to the Village in the event of the expiration or termination of the Lease. Such notice shall be given within thirty (30) days prior to any expiration or termination of the Lease. This Declaration shall expire automatically as of the date of termination of the Lease.

5. Release. Upon the expiration or termination of the Lease, the parties hereto further agree to evidence the release of this Declaration with a release, signed by the parties and recorded with the DuPage Recorder of Deeds.

6. Enforcement. If there is a breach of this Declaration by a party hereto, a non-defaulting party may, after fifteen (15) days prior written notice, commence an action against the defaulting party seeking legal and/or equitable remedies. If such enforcement action results in a judgment against the defaulting party, the defaulting party shall reimburse the party or parties who brought the action for their attorneys' fees and related costs of enforcing this Declaration. Provided, however, if the Village is the defaulting party against which judgment was entered, the maximum amount of attorneys' fees the Village will be required to pay is the hourly rate then charged by the Village's attorney plus a premium of 33 1/3% of such amount, with such amount to be apportioned between Owner and Saia as the court so determines. Any additional attorneys' fees incurred by either Saia and/or Owner shall not be reimbursed by the Village.

7. Successors and Assigns. The rights and obligations of this Declaration shall be binding upon, and inure to, the successors, heirs and assigns of the parties hereto.

8. Covenant Running With the Land. This Declaration shall constitute a covenant running with the title to the Property for the term hereof.

Dated the date first written above.

[SIGNATURE AND NOTARY PAGES TO COME]



Memorandum

Date: June 10, 2011
To: Steve Stricker
Terry Barnicle
cc: Gary Grasso
Tom Davis
Tim Dwyer
From: D. Scott Hargadon
Email: scott.hargadon@bryancave.com
Direct Dial: (312) 602-5020
Re: Annexation Agreement Status

Bryan Cave LLP
161 North Clark Street
Suite 4300
Chicago, IL 60601-3315
Tel (312) 602-5000
Fax (312) 602-5050
www.bryancave.com

This memo is intended to summarize where the parties stand in the negotiation of the annexation agreement and list issues which remain open.

1. Section 4. The new language in the 6/9 redraft of the agreement is not acceptable to Owner. Owner wants the use of the property as set forth in this section to run for the term of the Lease irrespective of whether Saia remains the tenant under the Lease.
2. Section 6(g). Saia is in agreement with the new language of this provision which specifies that limited sound testing can be done after the construction of the soundwall and other improvements. However, Saia would like a provision in which the Village agrees that the Village will not initiate a lawsuit or any administrative complaint (or fund or contribute to any such action) against Saia for the period of two years after the installation of the improvements. This two year period will allow the Village and Saia to work in good faith if issues arise after the construction and other improvements are completed.
3. Section 10(b). Saia wishes the Front Landscape Plan for the property be approved by the Village prior to the execution of the agreement. Steve, I realize that Teska Associates owes you a response on maintenance, and Nick Patera will respond to you on Monday.
4. Section 19S. Saia has reviewed the new provisions limiting its ability to terminate its liability under the agreement in the event of assignment of the Lease to a third party and can live with the restrictions contained therein.
5. Landlord/Tenant Matters. Saia and Owner continue to negotiate matters between them arising from this agreement which we hope to resolve next week.

6B

ORDINANCE NO. A-923-____-11

ORDINANCE AMENDING SECTIONS 55.04 - 55.08 OF ARTICLE II AND
SECTION 55.11 OF ARTICLE III,
CHAPTER 55 OF THE VILLAGE OF BURR RIDGE MUNICIPAL CODE

WHEREAS, Chapter 55 of the Burr Ridge Municipal Code, hereinafter referred to as the Burr Ridge Sign Ordinance, establishes standards for signs for zoning districts throughout the Village of Burr Ridge;

WHEREAS, in order to promote and accommodate the orderly and consistent regulation of lighted signs within the Village;

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: That Sections 55.04 - 55.08 of Article II and Section 55.11 of Article III, Chapter 55 of the Burr Ridge Municipal Code *be and is hereby amended* as delineated in the attached Exhibit A.

Section 2: The Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form.

Section 3: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

PASSED this 13th day of June, 2011, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by the President of the Village of Burr Ridge on
this 13th day of June, 2011.

Village President

ATTEST:

Village Clerk

Exhibit A

ORDINANCE NO. A-923-____-11

(New text is highlighted in yellow and deleted text is stricken)

Sec. 55.04

Residence District Signs

B. Conditional Signs: The following signs are subject to the approval of the Board of Trustees upon review by the Plan Commission. Unless specifically stated otherwise, conditional signs require issuance of a sign permit prior to construction.

4. *Temporary Signs; Any deviation from the standards for permitted temporary signs as found in Section 55.09 herein may be subject to the procedures and standards for Conditional Signs .*

Sec. 55.05

Transitional District Signs

C. Conditional Signs: The following signs are subject to the approval of the Board of Trustees upon review by the Plan Commission. Unless specifically stated otherwise, conditional signs require issuance of a sign permit prior to construction.

1. Subdivision Entryway Sign(s): A maximum of one sign per entryway may be allowed provided each sign shall not exceed 50 square feet in area and four feet in height. The text of all subdivision entryway signs shall include the words "Burr Ridge" as for example, "Oak Subdivision of Burr Ridge". The lettering for "Burr Ridge" may be in smaller font but must be legible. (amended by A-923-08-02)
2. Ground Sign(s): One sign may be allowed for each multi-family residential or non-residential lot or parcel provided it does not exceed ~~46~~ 50 square feet in area, is located 10 feet from all lot lines and does not exceed 8 feet in height.
3. Wall Sign(s): One sign may be allowed for each multi-family residential or non-residential lot or parcel provided it does not exceed 16 square feet in area
4. *Temporary Signs; Any deviation from the standards for permitted temporary signs as found in Section 55.09 herein may be subject to the procedures and standards for Conditional Signs .*

Sec. 55.06.

Business District Signs

B. Conditional Signs: The following signs are subject to the approval of the Board of Trustees upon review by the Plan Commission. Unless specifically stated otherwise, conditional signs require issuance of a sign permit prior to construction.

7. *Temporary Signs; Any deviation from the standards for permitted temporary signs as found in Section 55.09 herein may be subject to the procedures and standards for Conditional Signs .*

Sec. 55.07.

Manufacturing District Signs

This section shall apply to all districts designated by the Zoning Ordinance as Manufacturing Districts. Manufacturing Districts include the RA, LI, and GI Districts.

- A. **Permitted Signs:** The following signs shall be permitted in all Manufacturing Districts. Unless specifically stated otherwise, a sign permit is required for all Permitted Signs in Manufacturing Districts.

1. Wall Sign: In lieu of a permitted ground sign, one wall sign shall be permitted for each street frontage of a lot or parcel provided all such signs conform to the following standards:
 - a. Area: For a building containing less than 100,000 square feet, the gross, combined surface area in square feet of all wall and ground signs shall not exceed 100 square feet. For buildings in excess of 100,000 square feet, the gross surface area in square feet of all wall and ground signs shall be computed on the basis of one square foot of sign area for each 1,000 square feet of gross floor area with a maximum sign area not to exceed ~~240~~ **250** square feet.
 - b. ***Area – Properties Adjacent to I-55: For Manufacturing District properties that are contiguous to the I-55 right-of-way including those properties contiguous to North Frontage Road and South Frontage Road, the following sign area limitations shall apply:***
 - i. ***For a building containing less than 50,000 square feet, the gross, combined surface area of all wall and ground signs shall not exceed 100 square feet.***
 - ii. ***For buildings in excess of 50,000 square feet and with a minimum lot frontage of 150 feet, the gross surface area in square feet of all wall and ground signs shall be computed on the basis of one square foot of sign area for each 1,000 square feet of gross floor area with a maximum sign area not to exceed 250 square feet.***

Location and Height: Wall signs shall be mounted no higher than the height of the building wall or twenty feet (20') above the surrounding grade, whichever is lower, and no lower than five feet (5') above average surrounding grade.

 - c. ~~Where the building frontage is on more than one street, the area of the signs facing each street shall be computed on the basis of the building frontage for the street they face, but in no case shall the total sign area exceed the maximum provided above.~~
2. Ground Sign(s): If a lot or parcel has a width of not less than one hundred feet (100'), then such lot or parcel shall be permitted one ground sign in lieu of a permitted wall sign. Such permitted ground sign shall be subject to the following standards:
 - a. Height: The total height of any ground sign measured to the top of the sign shall not exceed eight feet (8') above the level of the street upon which said sign faces, or above the level of the ground at the base of the sign if such ground level is above street level.
 - b. Additional Height and Setback: An additional one foot (1') in height above the eight foot (8') height limitation, to a maximum of twelve feet (12') measured to the top of the sign, shall be permitted for every three feet (3') it is set back beyond the minimum ten foot (10') setback.

- c. Maximum Area: The combined area of all ground and wall signs shall comply with Section 55.07.A.1.a and b, above. However, the maximum surface area permitted shall be reduced by seven and one-half (7 1/2) square feet per each foot of sign height that any ground sign is constructed in excess of eight feet (8') in height ***and under any circumstances, the maximum area of a ground sign shall not exceed 100 square feet.***
 - d. A parcel having multiple street frontages may have a combination of wall and ground signs provided such signs do not exceed one ground sign and one ground or wall sign per street frontage. For example, a corner lot may have two wall signs or one wall sign and one ground sign but may not have two ground signs and may not have more than one sign oriented toward each street frontage.
- 3. Temporary Signs as per Section 55.09, herein.
 - 4. Exempt Signs as per Section 55.10, herein.
- B. **Conditional Signs;** The following signs are subject to the approval of the Board of Trustees upon review by the Plan Commission. Unless specifically stated otherwise,
- 1. ~~Wall Signs mounted more than 20 feet above grade: Wall signs that do not exceed the height of the building wall but mounted more than 20 feet above the surrounding grade and meeting all other standards herein, may be allowed.~~
 - 4. ***Temporary Signs; Any deviation from the standards for permitted temporary signs as found in Section 55.09 herein may be subject to the procedures and standards for Conditional Signs .***

Sec. 55.08.

Office District Signs

This section shall apply to all districts designated by the Zoning Ordinance as Office Districts. Office Districts include the O-1 and O-2 Districts.

- A. **Permitted Signs:** The following signs shall be permitted in all Office Districts. Unless specifically stated otherwise, a sign permit is required for all Permitted Signs in Office Districts.
- 1. Wall Sign: In lieu of a permitted ground sign, one wall sign shall be permitted for each street frontage of a lot or parcel provided all such signs conform to the following standards:
 - a. Area: For a building containing less than 100,000 square feet, the gross, combined surface area in square feet of all wall and ground signs shall not exceed 100 square feet. For buildings in excess of 100,000 square feet, the gross surface area in square feet of all wall and ground signs shall be computed on the basis of one square foot of sign area for each 1,000 square feet of gross floor area with a maximum sign area not to exceed 240 **250** square feet.
 - b. ***Area – Properties Adjacent to I-55: For Office District properties that are contiguous to the I-55 right-of-way including those properties contiguous to North Frontage Road and South Frontage Road, the following sign area limitations shall apply:***

- i. ***For a building containing less than 50,000 square feet, the gross, combined surface area of all wall and ground signs shall not exceed 100 square feet.***
- ii. ***For buildings in excess of 50,000 square feet and with a minimum lot frontage of 150 feet, the gross surface area in square feet of all wall and ground signs shall be computed on the basis of one square foot of sign area for each 1,000 square feet of gross floor area with a maximum sign area not to exceed 250 square feet.***

Location and Height: Wall signs shall be mounted no higher than the height of the building wall or twenty feet (20') above the surrounding grade, whichever is lower, and no lower than five feet (5') above average surrounding grade.

- c. ~~Where the building frontage is on more than one street, the area of the signs facing each street shall be computed on the basis of the building frontage for the street they face, but in no case shall the total sign area exceed the maximum provided above.~~

- 2. Ground Sign(s): If a lot or parcel has a width of not less than one hundred feet (100'), then such lot or parcel shall be permitted one ground sign in lieu of a permitted wall sign, subject to the following standards:

- a. Height: The total height of any ground sign measured to the top of the sign shall not exceed eight feet (8') above the level of the street upon which said sign faces, or above the level of the ground at the base of the sign if such ground level is above street level.
- b. Additional Height and Setback: An additional one foot (1') in height above the eight foot (8') height limitation, to a maximum of twelve feet (12') measured to the top of the sign, shall be permitted for every three feet (3') it is set back beyond the minimum ten foot (10') setback.
- c. Maximum Area: The combined area of all ground and wall signs shall comply with Section 55.07.1.A.1.a, above. However, the maximum surface area permitted shall be reduced by seven and one-half (7 1/2) square feet per each foot of sign height that any ground sign is constructed in excess of eight feet (8') in height ***and under any circumstances, the maximum area of a ground sign shall not exceed 100 square feet.***
- d. A parcel having multiple street frontages may have a combination of wall and ground signs provided such signs do not exceed one ground sign and one ground or wall sign per street frontage. For example, a corner lot may have two wall signs or one wall sign and one ground sign but may not have two ground signs and may not have more than one sign oriented toward each street frontage.

- 3. Temporary Signs as per Section 55.09, herein.
- 4. Exempt Signs as per Section 55.10, herein.

B. **Conditional Signs**; The following signs are subject to the approval of the Board of Trustees upon review by the Plan Commission. Unless specifically stated otherwise,

1. ~~Wall Signs mounted more than 20 feet above grade: Wall signs that do not exceed the height of the building wall but mounted more than 20 feet above the surrounding grade and meeting all other standards herein, may be allowed.~~
7. ***Temporary Signs; Any deviation from the standards for permitted temporary signs as found in Section 55.09 herein may be subject to the procedures and standards for Conditional Signs .***

Sec. 55.11.

Prohibited Signs

The following signs are hereby expressly prohibited for erection, construction, repair, alteration or relocation within the Village, except as otherwise hereinafter specifically provided:

- R. Portable Signs; ***including but not limited to portable signs carried by a person for the purpose of advertising a retail business or commercial sales event.***
- CC. ***Ground Signs using Stucco or EIFS***

AYES:

NAYS:

ABSENT:

APPROVED by the President of the Village of Burr Ridge on
this 13th day of June, 2011.

Village President

ATTEST:

Village Clerk

6C

ORDINANCE NO. _____

ORDINANCE ADDING SECTION 35-11-313 OF CHAPTER 35
(MOTOR VEHICLES) OF THE BURR RIDGE MUNICIPAL CODE
(HONORARY STREET SIGNS)

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: That Section 35-11-313 of Chapter 35, entitled "Motor Vehicles", of the Burr Ridge Municipal Code, as amended, be and is hereby further amended as follows:

35-11-313 **DESIGNATION OF ROADWAYS AS "HONORARY"**

All requests for "Honorary" and roadway designation shall be approved by the Village Board. "Honorary" status will be applied for organizations/groups and individuals who have achieved noteworthy service or accomplishments for the community. "Honorary" signs would be street name signs that are brown in color and installed below the standard street name sign. "Honorary" signs shall be displayed on the following streets:

On 77th Street between County Line Road and Hamilton Avenue as "Memorial Drive-Honoring All Veterans".

Section 2: 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 ____ day of ____, 2011, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as

AYES:

NAYS:

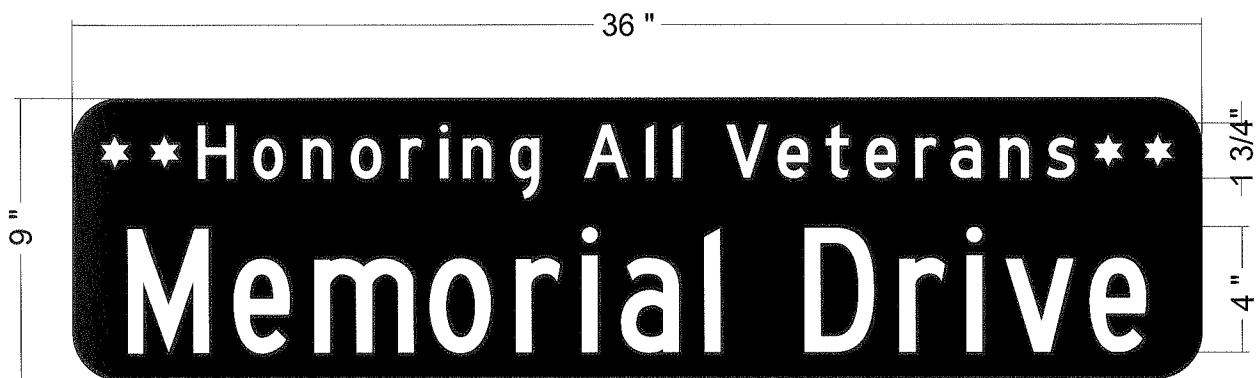
ABSENT:

APPROVED this ____ day of ____, 2011, by the President of
the Village of Burr Ridge.

Village President

ATTEST:

Village Clerk



6D

ORDINANCE NO. A-834-____-11

AN ORDINANCE GRANTING A SPECIAL USE PURSUANT TO THE
VILLAGE OF BURR RIDGE ZONING ORDINANCE FOR A
REAL ESTATE OFFICE IN A B1 DISTRICT

(Z-10-2011: 90 Burr Ridge Parkway - Remax County Line)

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 June 6, 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 Suburban Life, 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.

Section 2: 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 90 Burr Ridge Parkway, Burr Ridge, Illinois, is Harry Simons on behalf of County Line Home Source Co. d/b/a Remax County Line (hereinafter "Petitioner"). The Petitioner requests

special use approval as per Section VIII.B.2.e of the Burr Ridge Zoning Ordinance to permit a real estate office in an existing tenant space in a B1 District.

- B. That the real estate office is replacing an existing real estate office and does not represent an expansion of office space in this retail center.

Section 3: That special use approval as per Section VIII.B.2.e of the Burr Ridge Zoning Ordinance to permit a real estate office in an existing tenant space in a B1 District *is hereby granted* for the property commonly known as 90 Burr Ridge Parkway and legally described as follows:

Parcel 1 - Lot 1 in Burr Ridge Market Resubdivision of Lots 4, 5 and Vacated Emro Drive in Burr Ridge Park Unit 2 in the West ½ of the Southwest ¼ of Section 30, Township 38 North, Range 12 East of the Third Principal Meridian, According to the Plat Thereof Recorded April 18, 1989 as Document Number 89171549, In Cook County, Illinois.

Parcel 2 - Lot 1 in Burr Ridge Unit 1 Being a Subdivision in the West ½ of the Southwest ¼ of Section 30, Township 38 North, Range 12, East of the Third Principal Meridian, According to the Plat thereof Recorded January 3, 1984 as Document Number 26915064, In Cook County, Illinois.

Parcel 3 - Perpetual Non-Exclusive Easement Appurtenant to and for the benefit of Parcel 1 as Granted and Created by the Declaration of Easements, Covenants and Restrictions Recorded May 12, 1989 as Document 89215391 for Ingress, Egress and Parking over, Along and Upon That Portion of Lot 3 in Burr Ridge Market Resubdivision Aforesaid Upon Which Drive-Ways, Walkways and Parking Areas are Then or Hereafter Constructed.

The PIN Numbers for the property are: 18-30-305-003

Section 4: 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 13th day of June, 2011, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

AYES:

NAYS:

APPROVED by the President of the Village of Burr Ridge on this 13th day of June, 2011.

Village President

ATTEST:

Village Clerk



VILLAGE OF
BURR RIDGE
A VERY SPECIAL PLACE

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

Gary Grasso
Mayor

Karen J. Thomas
Village Clerk

Steven S. Stricker
Administrator

June 7, 2011

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

Re: Z-10-2011: 90 Burr Ridge Parkway (Remax); Special Use

Dear Mayor and Board of Trustees:

The Plan Commission transmits for your consideration its recommendation to approve a request by Harry Simons on behalf of County Line Home Source Co. d/b/a Remax County Line, for special use approval as per Section VIII.B.2.e of the Burr Ridge Zoning Ordinance to permit a real estate office in an existing tenant space. The business currently occupies space at 84 Burr Ridge Parkway and is seeking approval to move into a larger space at 90 Burr Ridge Parkway. Real Estate offices and all other offices are special uses in the Business Districts.

After due notice, as required by law, the Plan Commission held a public hearing on this matter on June 6, 2011. The Plan Commission did not object to the special use primarily because it did not represent an increase in floor area for non-retail uses in County Line Square. The real estate office is moving into space previously occupied by a bank.

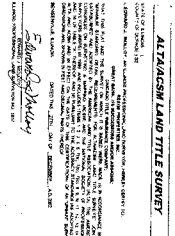
After due consideration, the Plan Commission concluded that the special use request complies with the standards of the Zoning Ordinance. Accordingly, by a vote of 5 to 0, the Plan Commission ***recommends approval*** of Z-10-2011.

Sincerely,

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

GT:JDP:sr

COMMUNITY AND COUNTRY AND SQUARE
74322 RUHM, ROSE. *PARADISE, GARDEN ANGEL, CLIMBERS*

[illegible]

7A

RESOLUTION NO.

RESOLUTION AUTHORIZING LOCAL AGENCY AGREEMENT BETWEEN THE
ILLINOIS DEPARTMENT OF TRANSPORTATION AND THE VILLAGE OF BURR
RIDGE FOR THE UTILIZATION OF STATE AND FEDERAL FUNDS

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

Section 1: That the Mayor and Board of Trustees find that it is in the best interest of the Village and its residents to enter into a certain Intergovernmental Agreement with the Illinois Department of Transportation for the utilization of State and Federal funds, as more specifically set out in EXHIBIT A attached hereto.

Section 2: That the Intergovernmental Agreement attached hereto as EXHIBIT A is hereby approved and entered into, and the Mayor and Village Clerk are hereby authorized and directed to execute and enter into said Intergovernmental Agreement on behalf of the Village, said Intergovernmental Agreement to be substantially in the form of EXHIBIT A attached hereto and made a part hereof.

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

ADOPTED this 13th day of June, 2011, by roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by the Mayor this 13th day of June, 2011.

Mayor

ATTEST:

Village Clerk

**Local Agency Agreement
for Federal Participation**

Local Agency	State Contract	Day Labor	Local Contract	RR Force Account
Village of Burr Ridge	X			
Section	Fund Type	ITEP Number		
06-00034-00-PV	STU			

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-250-09	M-9003(192)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name Madison Street Route FAU 2674 Length N/A
Termini at Joliet Road (a.k.a. I-55 North Frontage Road)

Current Jurisdiction Joliet Rd - IDOT; Madison (N) - DuPage Co; Madison (S) - Burr Ridge Existing Structure No N/A

Project Description

Traffic signal and intersection improvements.

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	961502	(70*)	330435	(24*)	81,638	(6*)	1,373,575
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering		()	69,457	(80)	17,364	(20)	86,821
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials							
TOTAL	\$ 961,502		\$ 399,892		\$ 99,002		\$ 1,460,396

* Maximum FHWA (STU) participation 70%, not to exceed \$961,502; IDOT participation 24%, not to exceed \$330,435 (construction), and 80%, not to exceed \$69,457 (eng.)

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
METHOD B--- _____ Monthly Payments of _____
METHOD C---LA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA/railroad** agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA's** certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the **LA** receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA**'s that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA**'s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the **LA** is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the **LA**, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA**'s certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE**'s USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map Number 2, Addendum

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

Gary A. Grasso

Name of Official (Print or Type Name)

Mayor

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is
36-2517422 conducting business as a Governmental
Entity.

DUNS Number 178938007

NOTE: If signature is by an APPOINTED official, a resolution
authorizing said appointed official to execute this agreement is
required.

APPROVED

State of Illinois
Department of Transportation

Gary Hannig, Secretary of Transportation

Date

By:

(Delegate's Signature)

(Delegate's Name - Printed)

Christine M. Reed, Director of Highways/Chief Engineer

Date

Ellen J. Schanzle-Haskins, Chief Counsel

Date

Matthew R. Hughes, Acting Director of Finance and Administration Date

7B

RESOLUTION NO.

RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT BETWEEN DuPAGE
COUNTY AND THE VILLAGE OF BURR RIDGE FOR REIMBURSEMENT OF
EXPENDITURES FOR THE MADISON STREET TRAFFIC SIGNAL PROJECT (STP)

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

Section 1: That the Mayor and Board of Trustees find that it is
in the best interest of the Village and its residents to enter into
a certain Intergovernmental Agreement with DuPage County for the
reimbursement of funds expended on the Madison Street Traffic
signal project (STP), as more specifically set out in EXHIBIT A
attached hereto.

Section 2: That the Intergovernmental Agreement attached hereto
as EXHIBIT A is hereby approved and entered into, and the Mayor and
Village Clerk are hereby authorized and directed to execute and
enter into said Intergovernmental Agreement on behalf of the
Village, said Intergovernmental Agreement to be substantially in
the form of EXHIBIT A attached hereto and made a part hereof.

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

ADOPTED this 13th day of June, 2011, by roll call vote as
follows:

AYES:

NAYS:

ABSENT:

APPROVED by the Mayor this 13th day of June, 2011.

Mayor

ATTEST:

Village Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN THE
COUNTY OF DU PAGE AND THE VILLAGE OF BURR RIDGE
FOR
CH 8/MADISON STREET AT JOLIET ROAD
INTERSECTION IMPROVEMENT
SECTION 11-00312-02-CH

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this _____ day of _____, 2011, between the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois and the Village of Burr Ridge (hereinafter referred to as the "VILLAGE"), a municipal corporation, with offices at 7660 South County Line Road, Burr Ridge, Illinois. The COUNTY and the VILLAGE are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the VILLAGE in order to facilitate the free flow of traffic and to ensure the safety of the public desires to improve CH 8/Madison Street at Joliet Road, County Section 11-00312-02-CH (hereinafter referred to as "PROJECT"); and

WHEREAS, the COUNTY and the VILLAGE desire to cooperate in the construction of the PROJECT because of the benefit of the PROJECT to the residents of DuPage County, the VILLAGE and the public; and

WHEREAS, the COUNTY and the VILLAGE desire to establish the parties' mutual project cost and maintenance responsibilities with respect to the PROJECT; and

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/1-1001 et seq.) and "Illinois Highway Code" (605 ILCS 5/1-101 et seq.) and the VILLAGE by virtue of its power set forth in the "Illinois Municipal Code" (65 ILCS 5/1-1-1 et seq.) are authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION.

- 1.1. All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2. The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 SCOPE OF WORK

- 2.1. The PROJECT includes but is not limited to intersection improvements, installation of a new traffic signal, and other necessary and appurtenant work.

3.0 RESPONSIBILITIES - JOINT

- 3.1. The COUNTY and the VILLAGE agree to cooperate in and make every effort to cause the construction of the PROJECT.
- 3.2. The COUNTY and the VILLAGE acknowledge the total construction cost of the PROJECT is estimated to be \$1,373,574.68 and that federal funds will be used for seventy (70%) percent of the construction costs. The Illinois Department of Transportation (IDOT) will fund twenty-four (24%) percent of the construction cost with the COUNTY and the VILLAGE sharing equally in the remaining six (6%) percent share of the construction cost (i.e. 3% COUNTY; 3% VILLAGE).

4.0 RESPONSIBILITIES OF THE VILLAGE

- 4.1. The VILLAGE shall act as the lead agency and be responsible for completing all preliminary and design engineering, right-of-way acquisition, if any, coordinating with the Illinois Department of Transportation for letting/awarding of a construction contract, permit processing, and construction engineering for the PROJECT.
- 4.2. The VILLAGE shall be responsible for funding the local share of the construction costs and 100% of construction engineering costs of the PROJECT with reimbursement by the COUNTY as referenced in paragraphs 5.1 and 5.2 respectively hereinafter.
- 4.3. Both the COUNTY and VILLAGE agree that the VILLAGE shall administer the contract for the construction of the PROJECT. The VILLAGE agrees to administer the PROJECT in the best interest of both parties and to consult with, and keep advised, officials of the COUNTY regarding the progress of the PROJECT and any problems encountered or changes recommended.
- 4.4. The VILLAGE shall submit the Plans and Specifications for the PROJECT to the COUNTY for review and approval. The COUNTY shall provide review comments within fourteen (14) days of receipt of the Plans and Specifications. The VILLAGE will correct any errors and address other reasonable comments prior to the re-submittal of Plans and Specifications to the COUNTY for approval. Approval of the Plans and Specifications shall not be unreasonably withheld by the COUNTY and shall be provided within fourteen (14) days of re-submittal by the VILLAGE.
- 4.5. Upon completion of the PROJECT, through a separate agreement, IDOT shall own and maintain the traffic signal installed as a part of the PROJECT and shall provide and pay for all costs associated with the future routine maintenance of the traffic signal. The VILLAGE shall be responsible for energy costs of the traffic signal.

5.0 RESPONSIBILITIES OF THE COUNTY

- 5.1. The COUNTY agrees to reimburse the VILLAGE three (3%) percent of the construction costs of the PROJECT as referenced in paragraph 3.2 hereinabove (estimated COUNTY cost \$41,680.97).
- 5.2. The COUNTY agrees to reimburse the VILLAGE ten (10%) percent of the COUNTY's share of final construction costs for the actual construction engineering costs as referenced in paragraph 3.2 hereinabove (estimated COUNTY cost \$8,682.10).
- 5.3. The COUNTY agrees to pay the VILLAGE fifty (50%) percent of its estimated share of the costs as referenced in paragraphs 5.1 and 5.2 hereinabove upon award of the construction contract for the PROJECT and the balance upon completion of the PROJECT within sixty (60) days of receipt of properly documented invoices from the VILLAGE.

6.0 MAINTENANCE

- 6.1. It is understood and agreed by the parties hereto that this AGREEMENT is intended to address the PROJECT and no changes to maintenance and/or jurisdiction of existing roadways and appurtenances are proposed except as noted herein.

7.0 INDEMNIFICATION

- 7.1. The VILLAGE shall to the extent permitted by law, indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE's negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The VILLAGE does not hereby waive any defenses or immunity available to it with respect to third parties.

7.1.1.1. The COUNTY and the VILLAGE acknowledge that the VILLAGE has made no representations, assurances or guaranties regarding the VILLAGE's or any successor's or assign's authority and legal capacity to indemnify COUNTY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the VILLAGE, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the COUNTY, or any person or entity claiming a right through COUNTY, or in the event of change in the laws of the State of Illinois governing VILLAGE's or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.

7.2. The COUNTY shall indemnify, hold harmless and defend the VILLAGE, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY's negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.

7.2.1.1. The COUNTY and the VILLAGE acknowledge that the COUNTY has made no representations, assurances or guaranties regarding the COUNTY's or any successor's or assign's authority and legal capacity to indemnify VILLAGE as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the COUNTY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the VILLAGE, or any person or entity claiming a right through VILLAGE, or in the event of change in the laws of the State of Illinois governing COUNTY's or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and

enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.

- 7.3. Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, under this paragraph or paragraph 7.1, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY's participation in its defense shall not remove VILLAGE's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 7.4. Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The VILLAGE's and COUNTY's indemnification under Section 7.0 hereof shall terminate when the PROJECT is completed and the VILLAGE and COUNTY assume their maintenance responsibilities as set forth in Section 6.1 hereof.

8.0 GENERAL

- 8.1. Whenever in this AGREEMENT, approval or review of either the COUNTY or VILLAGE is provided for, said approval or review shall not be unreasonably delayed or withheld.
- 8.2. In the event of a dispute between the COUNTY and VILLAGE representatives in the preparation of the Plans and Specifications, or changes thereto, or in carrying out the terms of this AGREEMENT, the County Engineer of the COUNTY and the Village Administrator of the VILLAGE shall meet and resolve the issue.
- 8.3. No later than fourteen (14) days after the execution of this AGREEMENT, each party shall designate a representative to the other party who shall serve as the full time representative of said party during the carrying out of the construction of the PROJECT.

Each representative shall have authority, on behalf of such party, to receive notices and make inspections relating to the work covered in this AGREEMENT. Representatives shall be readily available to the other party.

- 8.4. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.
- 8.5. This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the execution of this AGREEMENT.

9.0 ENTIRE AGREEMENT

- 9.1. This AGREEMENT represents the entire AGREEMENT between the parties with respect to the PROJECT, and supersedes all previous communications or understandings whether oral or written.

10.0 NOTICES

- 10.1. Any notice required hereunder shall be deemed properly given to the party to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, postage prepaid, or sent by confirmed facsimile, to the party's address. The address of each party is as specified below; either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

Steven Stricker
Village Administrator
Village of Burr Ridge
7660 South County Line Road
Burr Ridge, IL 60521
Facsimile: 630.654.8269

Charles Tokarski, P.E.
County Engineer
DuPage County
Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
Facsimile: 630.407.6901

11.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

11.1. No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.

12.0 ASSIGNMENT

13.1 This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

13.0 GOVERNING LAW

13.1. This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

13.2. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Eighteenth Judicial Circuit Court for DuPage County.

14.0 SEVERABILITY

15.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

15.0 FORCE MAJEURE

16.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

IN WITNESS whereof, the parties set their hands and seals as of the date first written above.

Daniel J. Cronin, Chairman
DuPage County Board

Gary Grasso, Mayor
Village of Burr Ridge

ATTEST:

Gary A. King
County Clerk

Karen J. Thomas
Village Clerk

7C

RESOLUTION NO.

RESOLUTION ADOPTING THE PREVAILING WAGE RATES
FOR LABORERS, WORKERS AND MECHANICS EMPLOYED IN
PUBLIC WORKS OF THE VILLAGE OF BURR RIDGE
COOK AND DU PAGE COUNTIES, ILLINOIS

WHEREAS, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, being Chapter 820 ILCS 130/1-12, Illinois Compiled Statutes; and

WHEREAS, the aforesaid Act requires that the President and Board of Trustees of the Village of Burr Ridge investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of Cook County and DuPage County employed in performing construction of public works, for said Village.

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BURR RIDGE, COOK AND DU PAGE COUNTIES, ILLINOIS, AS FOLLOWS:

Section 1: To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by State, County, City

or any public body or any political subdivision or by anyone under contract for public works, "approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing rate of wages for construction work in Cook County and DuPage County area as determined by the Department of Labor of the State of Illinois as of June, 2011, a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by the Village. The definition of any terms appearing in this Resolution which are also used in aforesaid Act shall be the same as in said Act.

Section 2: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the Village to the extend required by the aforesaid Act.

Section 3: The Village Clerk shall publicly post or keep available for inspection by any interested party in the main office of the Village this determination or any revisions of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

Section 4: The Village Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

Section 5: The Village Clerk shall promptly file a certified copy of this Resolution with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

Section 6: The Village Clerk shall cause to be published in a newspaper of general circulation within the area a copy of this Resolution, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

ADOPTED this 13th day of June, 2011 by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by the President of the Village of Burr Ridge this 13th day of June, 2011.

Village President

ATTEST:

Village Clerk

Cook County Prevailing Wage for June 2011

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	==	==	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	10.63	8.570	0.000	0.450
ASBESTOS ABT-MEC		BLD		32.290	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.620
BOILERMAKER		BLD		43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
CEMENT MASON		ALL		41.850	43.850	2.0	1.5	2.0	9.850	10.06	0.000	0.220
CERAMIC TILE FNSHER		BLD		33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000	0.540
COMM. ELECT.		BLD		36.440	38.940	1.5	1.5	2.0	8.420	8.910	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000	0.310
ELECTRIC PWR GRNDMAN		ALL		31.860	46.430	1.5	1.5	2.0	8.010	10.13	0.000	0.240
ELECTRIC PWR LINEMAN		ALL		40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000	0.310
ELECTRICIAN		ALL		40.400	43.000	1.5	1.5	2.0	13.83	7.420	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		47.410	53.340	2.0	2.0	2.0	10.53	10.71	2.840	0.000
FENCE ERECTOR		ALL		32.660	34.660	1.5	1.5	2.0	10.67	10.00	0.000	0.500
GLAZIER		BLD		38.000	39.500	1.5	2.0	2.0	10.19	13.64	0.000	0.790
HT/FROST INSULATOR		BLD		43.050	45.550	1.5	1.5	2.0	10.82	11.86	0.000	0.620
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	12.45	17.09	0.000	0.300
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	10.63	8.570	0.000	0.450
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.640	8.700	0.000	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	10.63	8.570	0.000	0.450
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	10.63	8.570	0.000	0.450
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER		BLD	1	45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	2	43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	3	41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	4	39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	5	48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	6	46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	7	48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	1	51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	2	49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	3	44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	4	36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	1	43.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	2	42.750	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	3	40.700	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	4	39.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	5	38.100	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	6	46.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	7	44.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
ORNAMNTL IRON WORKER		ALL		40.200	42.450	2.0	2.0	2.0	10.67	14.81	0.000	0.500
PAINTER		ALL		38.000	42.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS		BLD		32.770	36.800	1.5	1.5	1.5	2.600	2.620	0.000	0.000
PILEDRIIVER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
PIPEFITTER		BLD		44.050	47.050	1.5	1.5	2.0	8.460	13.85	0.000	1.820
PLASTERER		BLD		39.250	41.610	1.5	1.5	2.0	10.60	10.69	0.000	0.550
PLUMBER		BLD		44.000	46.000	1.5	1.5	2.0	9.860	7.090	0.000	1.030
ROOFER		BLD		37.650	40.650	1.5	1.5	2.0	7.750	6.570	0.000	0.430
SHEETMETAL WORKER		BLD		40.460	43.700	1.5	1.5	2.0	9.830	16.25	0.000	0.630
SIGN HANGER		BLD		28.960	29.810	1.5	1.5	2.0	4.700	2.880	0.000	0.000
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	8.500	8.050	0.000	0.450

STEEL ERECTOR	ALL	40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300
STONE MASON	BLD	39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
TERRAZZO FINISHER	BLD	35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.430
TERRAZZO MASON	BLD	39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR	HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E ALL 1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD	39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday)
 OSA (Overtime is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed

products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all

material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including ¾ cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including $\frac{3}{4}$ cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for

transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

Du Page County Prevailing Wage for June 2011

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	10.63	8.570	0.000	0.450
ASBESTOS ABT-MEC		BLD		32.290	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.620
BOILERMAKER		BLD		43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
CEMENT MASON		ALL		38.000	40.000	2.0	1.5	2.0	8.700	14.95	0.000	0.380
CERAMIC TILE FNSHER		BLD		33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000	0.540
COMMUNICATION TECH		BLD		32.650	34.750	1.5	1.5	2.0	7.650	13.98	0.400	0.490
ELECTRIC PWR EQMT OP		ALL		34.240	45.510	1.5	1.5	2.0	5.000	10.62	0.000	0.260
ELECTRIC PWR GRNDMAN		ALL		26.480	45.510	1.5	1.5	2.0	5.000	8.200	0.000	0.200
ELECTRIC PWR LINEMAN		ALL		41.000	45.510	1.5	1.5	2.0	5.000	12.71	0.000	0.310
ELECTRIC PWR TRK DRV		ALL		27.420	45.510	1.5	1.5	2.0	5.000	8.500	0.000	0.210
ELECTRICIAN		BLD		36.200	39.820	1.5	1.5	2.0	9.250	16.27	4.380	0.680
ELEVATOR CONSTRUCTOR		BLD		47.410	53.340	2.0	2.0	2.0	10.53	10.71	2.840	0.000
FENCE ERECTOR	NE	ALL		32.660	34.660	1.5	1.5	2.0	10.67	10.00	0.000	0.500
FENCE ERECTOR	W	ALL		43.300	45.460	2.0	2.0	2.0	8.140	17.29	0.000	0.400
GLAZIER		BLD		38.000	39.500	1.5	2.0	2.0	10.19	13.64	0.000	0.790
HT/FROST INSULATOR		BLD		43.050	45.550	1.5	1.5	2.0	10.82	11.86	0.000	0.620
IRON WORKER	E	ALL		40.750	42.750	2.0	2.0	2.0	12.45	17.09	0.000	0.300
IRON WORKER	W	ALL		43.300	45.460	2.0	2.0	2.0	8.140	17.29	0.000	0.400
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	10.63	8.570	0.000	0.450
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.640	8.700	0.000	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	10.63	8.570	0.000	0.450
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	10.63	8.570	0.000	0.450
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER		BLD	1	45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	2	43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	3	41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	4	39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	5	48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	6	46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	7	48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	1	43.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	2	42.750	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	3	40.700	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	4	39.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	5	38.100	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	6	46.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	7	44.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
ORNAMNTL IRON WORKER E	E	ALL		40.200	42.450	2.0	2.0	2.0	10.67	14.81	0.000	0.500
ORNAMNTL IRON WORKER W	W	ALL		43.300	45.460	2.0	2.0	2.0	8.140	17.29	0.000	0.400
PAINTER		ALL		40.180	42.180	1.5	1.5	1.5	8.950	8.200	0.000	1.250
PAINTER SIGNS		BLD		32.770	36.800	1.5	1.5	1.5	2.600	2.620	0.000	0.000
PILEDRIIVER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
PIPEFITTER		BLD		40.250	42.250	1.5	1.5	2.0	10.15	13.49	0.000	1.360
PLASTERER		BLD		39.360	41.720	1.5	1.5	2.0	8.800	12.12	0.000	0.510
PLUMBER		BLD		40.250	42.250	1.5	1.5	2.0	10.15	13.49	0.000	1.360
ROOFER		BLD		37.650	40.650	1.5	1.5	2.0	7.750	6.570	0.000	0.430
SHEETMETAL WORKER		BLD		41.660	43.660	1.5	1.5	2.0	8.810	10.66	0.000	0.780
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	8.500	8.050	0.000	0.450
STEEL ERECTOR	E	ALL		40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300

STEEL ERECTOR	W	ALL	43.300	45.460	2.0	2.0	2.0	8.140	17.29	0.000	0.400
STONE MASON		BLD	39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
TERRAZZO FINISHER		BLD	35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.430
TERRAZZO MASON		BLD	39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON		BLD	40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR		HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER		ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCKPOINTER		BLD	39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)
 OSA (Overtime is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed

products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes

for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including ¾ cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including ¾ cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.



VILLAGE OF
BURR RIDGE
A VERY SPECIAL PLACE

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

Gary Grasso
Mayor

Karen J. Thomas
Village Clerk

Steven S. Stricker
Administrator

June 7, 2011

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

Re: Z-07-2011: Annual Zoning Ordinance Update

Dear Mayor and Board of Trustees:

The Plan Commission transmits for your consideration its recommendation to approve the following amendments to the Zoning Ordinance: Section IV.I.12 reducing required minimum lot width for driveway gates; Section IV.I to add regulations for retaining walls on private property; Section IV.R to clarify that the home occupation regulations apply to residential uses in non-residential districts; Section IV.K to clarify that parking regulations for trailers and commercial vehicles apply to residential properties in non-residential districts; Section IV to reformat the regulations without substantive changes; and Section IV to make existing rooftop screening requirements applicable to office, business and transitional districts and to modify the required height of rooftop screening. The Plan Commission also considered an amendment to Section IV.I to add regulations for salt protection fences on residential properties located on arterial streets but does not recommend adding any such regulations at this time.

After due notice, as required by law, the Plan Commission held a public hearing on this matter on June 6, 2011. There were no public comments at the hearing.

After due consideration, the Plan Commission concluded that the amendments are consistent with the purpose and intent of the Zoning Ordinance. Accordingly, by a vote of 5 to 0, the Plan Commission ***recommends approval*** of the amendments to the Zoning Ordinance as delineated in the attached Exhibit A and including a general reformatting of the Section IV to relocate certain graphics from the appendices to the body of the Ordinance.

Sincerely,

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

GT:JDP:sr

EXHIBIT A

Plan Commission Recommendation Letter Z-07-2011; Annual Zoning Ordinance Update

SECTION IV GENERAL REGULATIONS

I. PERMITTED ACCESSORY BUILDINGS, STRUCTURES AND USES - LOCATION & REGULATION

12 Driveway Gates (Residence Districts)

Gates across private driveways shall be permitted on parcels in residential districts that are a minimum of 2 acres in area and have a front or corner side lot line with a minimum of ~~220~~-150 feet of street frontage. All driveway gates must comply with the following terms and conditions:

- a. Driveway gates are permitted in a front buildable area and are also permitted in the required front and corner side yard but not closer to the front or corner side lot line than 30 feet. *However, for each 3 feet of lot frontage less than 220 feet, an additional one foot setback shall be provided. For example, for a 2 acre lot with 160 feet of lot frontage, the minimum required setback from the front lot line shall be 50 feet $[30 + ((220 - 160) / 3) = 50]$.*

36. Walls (Residence Districts)

- f. *Retaining Walls; Retaining walls may be located in any buildable area and are also permitted in any required yard subject to the following:*
 - i. *Retaining walls shall not exceed 42 inches in height measured from the top of grade at the bottom of a wall to the top of the wall.*
 - ii. *Terraced retaining walls shall be permitted where each section of the wall does not exceed 42 inches in height and a minimum of 36 inches is provided between each face of the retaining walls.*

K. PARKING AND STORAGE OF TRAILERS, MOBILE HOMES, MOTOR HOMES, BOATS, TRUCKS, COMMERCIAL VEHICLES, AND BUSES

1. Trailers, Mobile Homes, Motor Homes, and Boats

- b. Trailers shall not be parked or stored in the open on any lot, except one trailer owned by the occupant of the *a dwelling on the same property* may be stored or parked in the rear buildable area or the required rear yard of a lot containing a single-family detached dwelling, provided that the trailer is no wider than 8.5 feet and no longer than 35 feet, or when herein permitted in the operations of a lawfully established trailer sales establishment.

2 Trucks, Commercial Vehicles, and Buses –Residential Districts

R. HOME OCCUPATIONS

In all Residence Districts *and for all residential uses in non-residential districts*, any customary home occupation shall be permitted provided that:

X. UTILITIES AND MECHANICAL EQUIPMENT

For all buildings except detached single-family dwellings, utilities and mechanical equipment shall comply with the following:

- 1. All utilities shall be placed underground.*
- 2. Rooftop equipment, exclusive of flues, exhaust stacks and vents, shall be completely screened from view from any adjacent private or public street or from any point along an exterior property line. Screening shall be of permanent construction material at least one foot (1') higher than the object being screened and architecturally compatible with the principal building.*
- 3. Ground-level mechanical equipment shall be completely screened from view from any adjacent private or public street or from any point along an exterior property line. The screen shall be of permanent construction material architecturally compatible with the principal building or be screened by the use of landscape material that affords a minimum of 80 percent opacity during the vegetation's dormant season. Minimum height of screening shall be at least one foot (1') higher than the object being screened.*
- 4. Screening methods and materials to be utilized for both rooftop and ground-level equipment shall be specified on the building permit application required for each lot.*

8B

Downtown Burr
Ridge Economic
Development

6/13/11

Economic
Development
Committee



BACKGROUND

In March, 2011, Mayor Grasso engaged the Economic Development Committee to develop a proactive, innovative strategy for improving development in the Village Center. Once developed and approved by the Village Board, the strategy will be presented to the Village Center's management firm, Mid America Asset Management, Inc., as well as the financing arm of the Village Center, Bank of America.

In response to the Mayor's request, the Committee met on April 19 and May 17. During those discussions, the Committee engaged in a strategic planning-type discussion, analyzing the development's strengths and weaknesses. A summary of the discussion is provided below:

Strengths

- Well designed and maintained
- Parking
- Safe
- Village Green
- Location
- Targets consumers in market
- Shopping
- Variety of choices/price points for food
- Access to volume of consumers using I-55
- Willingness of owners to "deal" and commitment to weathering the storm
- Ability of both the BR Center and County Line Square to combine to draw additional traffic and align behind strategic marketing plan

Weaknesses

- High rent
- No anchor store
- Not on a major road
- No room to expand
- Financial constraints
- Visibility; lack of awareness
- Not fully leased
- Mass (too small in area)
- Shopping – lacks variety, high volume of clothing stores and national retailers, lacks men's options, lacks specialty stores, lacks options for children
- Restaurants – quantity, lack of sidewalk cafes, price points, closed by 10 p.m.
- Advertising – Void of proper signage package to capitalize on traffic I-55, lacks proper and comprehensive marketing/promotions plan
- Does it not lend itself to shopping and congregating, sitting areas, greenery, outdoor activities; Needs places to congregate other than in restaurants, etc.

STRATEGY

During its discussions, the Economic Development Committee reviewed what has been accomplished to-date in order to identify gaps in our existing economic development strategy and possible areas for action.

Completed Actions

- Village Center is built
- County Line Square is established and gaining occupants
- Retail market study completed
- Traffic survey anticipating full build-out completed
- Infrastructure is already in place
- Key businesses are established and successful
- Successful summer events program established
- Private/public partnerships underway
- EDC Brochure & Long form video already produced
- Village Center representatives attend the International Council of Shopping Centers convention in Las Vegas to attract retailers
- Expedited building permit process established
- Property tax reduction obtained by Village Center; savings passed along to tenants in the form of reduced rents
- Major beautification effort that have created and will create a sense of cohesion and beauty
 - County Line Road landscape improvements
 - I-55 bridge enhancements
 - Adoption of Village Center logo as Village logo; carryover into Hotel Marketing Subcommittee's campaign

Possible Actions

Economic Development Committee members were surveyed to determine which possible actions have majority support and which do not. The following actions received majority support:

1. Consumer Insights

Description: In a brief survey, the Economic Development Committee members identified the activities they currently engage in most frequently in downtown Burr Ridge. Those activities include dining, shopping, personal business and festival/special events. The Committee members also identified the activities and types of businesses that would encourage them to spend more time in downtown Burr Ridge. Those activities included more specialty shops (culinary stores, etc.), more dining options such as a sports bar/casual restaurant, additional entertainment venues and more "male-oriented" businesses. The Committee defined "entertainment venue" as a multi-purpose location that could be used as a jazz/piano bar, comedy club, etc. The venue would offer primarily liquor sales, not food, and would be open later than what is currently permitted. The Committee also showed

majority support for a small movie theater (six to eight screens). The Committee defined “male-oriented” businesses as outdoor activity merchants and hardware/home improvement retailers. Other merchants identified as “male-oriented” include sports apparel/memorabilia shops, a barber shop and electronics retailers. Based on the feedback gained from the survey questions, the Committee recommends that consumer insight questions be added to the bi-annual Village-wide survey that will be sent to every household in July. Consumer insights will be shared with the Village Center’s management team.

Financial Impact: None; money is already budgeted for the survey.

Funding Source: n/a

2. Establish an ambassador program

Description: The Economic Development Committee is recommending that an ambassador program be established. The program would entail representative of the Village and/or Economic Development Committee making site visits to Burr Ridge businesses. The ambassador would be provided with a packet of information to leave with each business visited. Economic Development Committee member Edward Claffy has offered to donate his time and conduct the site visits.

Financial Impact: Minimal; printing and other stationary supplies

Funding Source: \$250 currently available in General Fund Budget.

3. Pursue Replacement of County Line Road Signage

Description: Committee members agreed that the existing sign near the intersection of Burr Ridge Parkway and County Line Road should be removed and replaced. The Committee unanimously recommends to the Village Board that removal/replacement of that sign should be pursued with all necessary parties.

Financial Impact: n/a

Funding Source: n/a

4. Promotional campaign designed to heighten awareness of downtown Burr Ridge (Village Center and County Line Square)

Description: The primary objective of a promotional campaign is to encourage residents and visitors to patronize Burr Ridge businesses. Village staff evaluated various advertising alternatives that would be available and found that online advertising is an ideal solution, particularly if businesses are included in an innovative “shop local” campaign. Industry research is showing video to be one of the most effective forms of advertising. Thus, staff recommended to the Economic Development Committee that commercial-quality, high resolution videos be created that would be shown online on the Village’s web page and social media sites as well as the Village’s cable channel. Videos would highlight the many amenities available and then focus in on seven categories of businesses in Burr Ridge:

- Shop (retail stores)
- Dine (restaurants)
- Play (entertainment, community events, parks & recreation)
- Stay (hotels)
- Live (realtors, builders, personal trainers, residential cleaning services, etc.)
- Spas/Salons
- Services (professional services, doctors, dentists, attorneys, accountants, etc.)

In addition to our existing websites, a central web-based platform devoted to downtown Burr Ridge would be critical to creating a comprehensive promotions plan. Village staff has consulted with other vendors and is recommending that the Village utilize an existing platform that is already heavily advertised rather than creating its own. This platform, a website called SeeYouDowntown.com, provides users with a central place to find information about downtowns throughout the Chicagoland area. Attached please find a proposal from SeeYouDowntown.com outlining the Village's potential website. In summary, upon entering the Village's site, visitors would be greeted with a 60-second "First Impression" commercial about Burr Ridge, highlighting the Village's many amenities. Visitors would then have the option to view a 45-second commercial encouraging downtown commerce. In addition, users could click on any of the seven business category videos. The added benefit of utilizing SeeYouDowntown.com versus a Village-owned website is the ability of individual businesses to advertise. Within the "shop" category, for instance, local retail shops could pay to produce their own commercials and advertise on the site. Visitors can learn more about the store on that shop's individual profile page, print coupons and more.

Financial Impact: Use of the SeeYouDowntown.com website requires a one-year subscription to the site for the Village and all participating businesses. The cost of this subscription and all the video pieces discussed above is \$11,440. SeeYouDowntown.com is offering a discount of \$2,340 (the value of a one-year Level 1 subscription) if 15 businesses subscribe to the website. This credit can be applied to the Village's costs reducing our commitment to \$9,100. Subscriptions can be renewed on an annual basis and if, after one year, the Village chose not to renew its membership on SeeYouDowntown.com we would not lose the ability to run the commercials on the Village's cable station, website, social media pages, etc.

Funding Source:

- \$1,000 is currently available in the General Fund budget for production of a downtown Burr Ridge Events "commercial." Those funds would be diverted to the SeeYouDowntown.com program which will include an events component.
- \$1,000 is currently available in the Hotel/Motel Tax Fund for Hotel Marketing. These funds would be used to subsidize the cost of the hotel component.
- \$7,100 is currently available in General Fund surplus to fund the remaining portion of the program

5. Examine possible design concepts and feasibility of I-55 Signage

Description: The one common theme heard over and over again from businesses in the Village Center is the need for more exposure off of I-55. The Economic Development Committee voted 6-2 to pursue the concept and feasibility of installing signage visible

northbound and/or southbound I-55, advertising downtown Burr Ridge and other key businesses throughout the Village.

Financial Impact: The EDC agreed that the best way to approach this issue was for the Village to hire a consultant to conduct its own design process to develop a sign plan and location that would gain a wide consensus and then seek financing for the sign from the business community. With this in mind, attached please find a proposal from Hitchcock Design Group in the amount of \$10,500.

Funding Source: Sufficient funds for this project are available in the Hotel/Motel Tax Fund.

In the survey, Economic Development Committee members did not express majority support for the following items at this point:

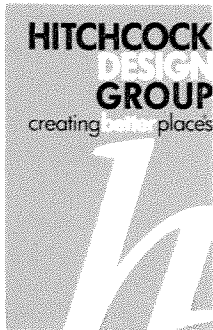
Financial Incentives – Committee members agreed that financial incentives should only be considered on a case-by-case basis for the entire Burr Ridge business community.

A 1% Place of Eating Tax that would be used, in part, to fund a promotional/marketing campaign for Burr Ridge restaurants – Committee members agreed that while the idea is worth examining, they would only support it as an economic development tool once all other strategies are exhausted.

CONCLUSION

Staff is recommending that the Board of Trustees, at its June 13 Meeting, accept the recommendation of the Economic Development Committee to:

1. Present information and development strategy to the Village Center's management firm, Mid America Asset Management, Inc., and its financing arm, Bank of America.
2. Add questions to the bi-annual resident survey regarding downtown Burr Ridge
3. Establish an EDC Ambassador Program
4. Pursue replacement of the County Line Square shopping center sign
5. Establish a promotional campaign for downtown Burr Ridge and award a contract to SeeYouDowntown.com in the amount of \$9,100 using a combination of funds already budgeted in the General Fund and Hotel/Motel Tax Fund as well as General Fund surplus revenue.
6. Examine possible design concepts and feasibility of I-55 Signage and award a contract to Hitchcock Design Group in the amount of \$10,500 using available Hotel/Motel Tax Funds revenues.



June 6, 2011

Mr. Steven Stricker
Village Administrator
Village of Burr Ridge
7660 County Line Road
Burr Ridge, Illinois 60527

RE: Downtown Signage Improvements

Dear Steve,

Thank you for asking Hitchcock Design Group to submit this proposal to provide design services for the downtown signage improvements project. We look forward to working with the Village of Burr Ridge to continue to improve the visibility, image and identity of the community.

As you know, Hitchcock Design Group developed a number of signage concepts on behalf of Opus North Management Corporation for the Village Center project. We understand that the Village's Economic Development Committee has discussed the concepts and would like to further explore some of the more promising ideas. In particular, the committee would like to consider constructing two signs along Interstate 55 (one northeast and one southwest of the County Line Road Interchange) to improve visibility and notify motorists to exit for the downtown area.

Our scope of work will include developing schematic design concepts for the downtown signage and identifying locations where they can be constructed for maximum visibility. We will coordinate with Village staff and the Economic Development Committee throughout the process and present our final recommendations to the Village Board. Our process and scope of work is outlined in greater detail in the attached Scope of Services. We propose to complete these services for a fixed fee of \$10,500 plus reimbursable expenses.

I will manage our work with continued involvement from Joel Baldin and Becky Froeter-Mathis. Other members of our Urban Studio will participate as needed in order to advance the work in a timely way.

If this proposal is acceptable, please let us know and we can finalize a Professional Services Agreement.

Thank you again for the opportunity to continue working with you and the Village of Burr Ridge. If you have any questions or wish to discuss this proposal further, please do not hesitate to call.

Sincerely,
Hitchcock Design Group

Timothy C. King, ASLA
Principal

cc: Rick Hitchcock, Joel Baldin, Becky Froeter-Mathis, Hitchcock Design Group



Scope of Services

Preliminary Design

The goal for this part of the engagement is to finalize the program and reach consensus on a preliminary design for the proposed signage improvements.

A. Research and Analysis

Objective: Confirm the characteristics of the existing resources, jurisdictional requirements, owner, user and stakeholder interests, and produce base maps and a program summary that will be the basis for further design.

Process: The Hitchcock Design Group team will:

1. Conduct a kick-off meeting with village staff confirming:
 - a. Project area
 - b. Goals, objectives and approach
 - c. Project team structure
 - d. Community group interests
 - e. Other constituent interests
 - f. Jurisdictional interests
 - g. Budgeted costs and potential revenue sources
 - h. Consultant and client responsibilities
 - i. Communications protocol
 - j. Decision making
 - k. Tentative schedule
 - l. Invoicing and payment
 - m. Other administrative considerations
2. Review existing information and inventory readily available existing data for the project area and the immediate surroundings including:
 - a. Project area maps
 - b. Existing municipal branding standards and marketing materials
 - c. Pending improvement plans
 - d. Jurisdictional regulations and procedures
 - e. Existing sign graphics artwork, including electronic artwork files
 - f. Location and messages for existing public signage
3. Observe and photograph the project area and immediate surroundings, as needed, in order to identify readily apparent physical conditions and patterns of use
4. Meet with the Economic Development Committee to gain an understanding of stakeholder interests, ideas and concerns
5. Prepare a preliminary design program that summarizes the existing project conditions and goals and objectives

Deliverables: Program summary

B. Schematic Design

Objective: Reach consensus on the type, location, organization, scale, character and potential cost of specific signage improvements.

Process: Following research and analysis approval, Hitchcock Design Group will:

1. Prepare alternative schematic concepts illustrating in elevation and plan view, the size and character of the downtown signs



2. Prepare an overall diagrammatic plan indicating potential sign locations
3. Review the schematic concepts and location plan with village staff
4. Refine the schematic concepts up to two times
5. Review the signage concepts with the Economic Development Committee
6. Refine the schematic concepts into one (1) preferred concept and identify the location of each sign
7. Review the preferred schematic concept with a sign fabricator and prepare a preliminary construction cost opinion
8. Review our recommendations with village staff and the Economic Development Committee
9. Finalize the signage recommendations based on input received
10. Present the final recommendations to the Village Board

Deliverables: Alternative schematic concepts, refined preferred concept, preliminary construction cost opinion

Final Design

We can provide Final Design services including design development, construction documents, and bidding and negotiation assistance for an additional fee to be negotiated following the completion of the Preliminary Design phase.

General Project Administration

We will manage the performance of our own work throughout the term of the contract by providing the following services:

- A. Communications
 1. Schedule, create agendas and summarize the highlights of periodic meetings
 2. Rehearse, attend and present at public forums identified
 3. Collect and disseminate communications from other parties
 4. Periodically inform your representative about our progress
- B. Schedules
 1. Create, periodically update and distribute the project schedule
 2. Coordinate the activities of our staff and our consultants
- C. Staffing
 1. Select and assign staff members to appropriate tasks and services
- D. File Maintenance
 1. Establish and maintain appropriate correspondence, financial, drawing and data files
 2. Maintain appropriate time and expense records



Optional, Additional Services

Services or meetings not specified in this scope of services will be considered additional services. If circumstances arise during our performance of the outlined services that we believe require additional services, we will promptly notify you about the nature, extent and probable additional cost of the additional services, and perform only such additional services following your written authorization.



The Village of Burr Ridge SYD Web Presence Proposal March 30, 2011

Presented by:

Sue Reardon, Partner
See You Downtown, LLC.
www.seeyoudowntown.com
sue@seeyoudowntown.com

Objective –

Drive traffic to the Burr Ridge downtown in order to increase commerce and vitality within the community.

Approach –

Our locally-focused marketing hub, seeyoudowntown.com, is uniquely designed to offer a powerful user-driven experience that creates a compelling online awareness for a local community. The site showcases the “downtown” area and promotes individual businesses through customized hosted profile pages, highly searchable video, and interactive new media platforms. Key messages that promote shopping, dining, events, and attractions enable consumers to find, learn, explore, and share more about the community. Greater awareness leads to increased commerce, and a broader, more diverse presence in the digital marketplace.

Proposed Village of Burr Ridge web presence on seeyoudowntown.com

Burr Ridge “First Impression” Video Commercial *Objective:* Encourage site visitors to explore Burr Ridge further.

- Custom 60-second commercial quality, high-definition video.
- Co-host exploring and highlighting Burr Ridge’s many amenities.

Village of Burr Ridge Welcome Video and Profile Page *Objective:* Promote reasons for consumers to come and “spend” in Burr Ridge.

- Video commercial designed to encourage downtown commerce
 - 45-second video commercial with voice-over.
 - Include consumer testimonials presented in a credible, entertaining way.
- Profile page content welcoming site visitors to Burr Ridge
 - Highlight key messages
- Important links and contact information
 - Village website
 - Chamber of Commerce, Park District, etc.
- Special offers to motivate site visitors to explore Burr Ridge

Seven 30-second videos highlighting Burr Ridge business categories: *Objective:* Highlight array of businesses in each category.

- Shop (retail stores)
- Dine (restaurants)
- Play (entertainment, parks/recreation)
- Stay (hotels)
- Live (Realtors, builders, personal trainers, residential cleaning services, etc.)
- Spa/Salons
- Services (professional services, doctors, dentists, etc.)

The above proposed web presence is visually portrayed in *Attachment A* to the proposal.

High-level Process Overview

- **Phase One: Planning**
 1. Identify the Village of Burr Ridge's specific needs and define target areas to showcase and promote desired points of interest.
 2. Identify stakeholders and participants in the creation of the village's web presence.
 3. Develop project scope, determine priorities, and outline project plan and timelines.
 4. Define approach for introduction of SYD to the business community.
- **Phase Two: Production**
 1. Create script for each video incorporating Village's key messages.
 2. Schedule and film videos.
 3. Prepare Village of Burr Ridge profile page based on Village input.
 4. Define launch promotion plan.
- **Phase Three: Post-Production**
 1. Final editing of videos based on client review.
 2. Post videos to site.
 3. Launch Village profile page.
 4. Execute launch promotion plan.

Pricing

See You Downtown offers the Village of Burr Ridge a high quality, affordable, scalable solution to their marketing challenges. Below is the pricing for the proposed seeyoudowntown.com web presence as outlined above.

Partner Credit: It is SYD's wish to develop a strong relationship with the Burr Ridge leadership and the business community. To encourage a partner relationship between the Village of Burr Ridge and See You Downtown, a partner credit has been offered based on specific participation by the Village in introducing See You Downtown to Burr Ridge businesses resulting in a minimum of 15 businesses subscribing for a 12 month period.

Burr Ridge "First Impression" Video Commercial	\$3500
Custom video commercial (60 seconds)	
Village of Burr Ridge Video Commercial and Profile Page	
12 month Level 1 Package subscription including video	\$2340
(@ \$195 per month)	
(see Attachment B for Level 1 Package details)	
Seven videos highlighting business categories (shop, dine, etc.)	<u>\$5600</u>
HD video with voice-over (30 seconds each)	
Posted to category pages and video Village video gallery	
Sub-Total:	\$11440
SYD Partner Credit:	<u>(2340)</u>
TOTAL:	\$9100

Use of HD Video Commercial: Above pricing requires hosting of video on SYD servers and subscriber participation on seeyoudowntown.com. SYD grants perpetual rights to Village of Burr Ridge to display the HD video commercials produced under this proposal on the Village's website, at meetings and presentations related to the Village's business, and on sites such as YouTube, Vimeo and Facebook. SYD maintains all ownership of and copyrights of the HD video commercial footage.

This proposal is for discussion purposes, and is valid for 30 days from the date of the proposal. The signed See You Downtown agreement between the parties will determine final terms, conditions and pricing.

Summary

See You Downtown, LLC is confident in its ability to support the growth of downtown communities throughout the Chicagoland area. Our understanding of the needs and challenges of our customers, and our attention to quality, affordability, and customer relationships is what sets us apart from other web marketing companies. We are driven by a passion for small, independent businesses. We are dedicated to helping small business owners understand and capitalize on the rapid growth of new media and marketing opportunities. We believe that by providing this support we play an important role in helping individual businesses, and communities as a whole, compete and thrive in today's digital marketplace.

Additional Considerations:

SYD Level 2 Package: This is an upgrade package offering which provides all that the Level 1 Package offers PLUS 3 more pages for your profile page. See page 7 of *Attachment B* for greater detail on the benefits of this expanded profile page.

New Media Advertising: See You Downtown has established a beneficial relationship with Comcast which affords our subscribers advertising buy-in opportunities that are attractively priced and achieve highly effective results. These buy-in opportunities are directed towards video banner ads on Comcast.net and Comcast cable broadcast advertising. Both are available for a variety of targeted market zones. An overview of the Comcast.net video banner advertising is available on Page 9 in Attachment B. If there is interest in broadcast cable advertising, we will provide details upon request.

Social Media Campaigns: Promotional campaigns using social media platforms are increasingly being used to create instant awareness for businesses. SYD creates social media campaigns aligned to subscriber's goals, and designed to motivate fans to respond and share subscriber short-term opportunities.

Social Media Consulting: As social media continues to be a critical factor in the digital marketplace, See You Downtown has found a growing demand for support from our subscribers. Our Level 1 and Level 2 packages include social media start up and initial coaching. Beyond that, we offer customized social media consulting to those subscribers who have specific needs. If there is an interest in social media consulting or campaigns, we will be happy to discuss further.

Attachment A



The Village of Burr Ridge SYD Web Presence Proposal

The following pages are offered to provide the reader with a visual portrayal or “rough mock up” of the proposed web presence.

This attachment is provided for discussion purposes.

These are not design documents and will change based on the final agreement between See You Downtown, LLC and the Village of Burr Ridge.



SeeYouDowntown.com Home Page

This is the main entry point to the seeyoudowntown.com site which lists all of the towns that are available on the site.

Visitors learn about the SYD from the overview video and are encouraged to click on a town button to find out more.

Alternatively, visitors may use the search key (upper right) to go directly to a town or business.

Home Explore a Town About Us Contact Us In The News Follow Us

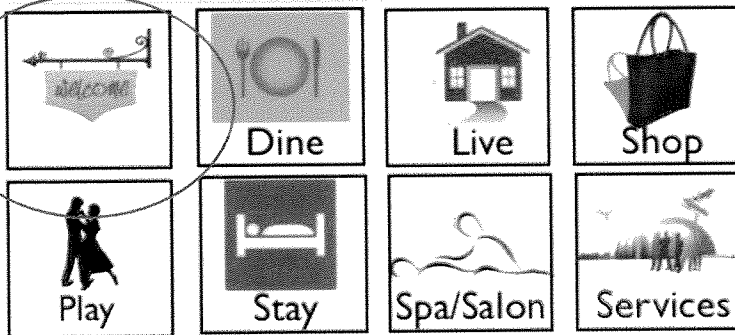
Burr Ridge, IL It is currently 35° in Burr Ridge, IL

Downtown Map Events

Burr Ridge

PAUSE email share get link get code

Explore



Burr Ridge “First Impression” Video Commercial

When a visitor clicks on the Burr Ridge button from the SYD home page, they are taken to this Burr Ridge overview page.

The video on this page is a first impression video that portrays all of the Burr Ridge community’s amenities.

The “Events” tab above the downtown map provides a place to list local events either with upcoming information or post-event recaps .

Beneath the video player is the “Welcome” button and buttons for each category of business or organization within the Burr Ridge community.

By clicking on the “Welcome” button, visitors are taken to a page that enables them to access the Village of Burr Ridge Profile Page.

Home Explore a Town About Us Contact Us In The News Follow Us

Burr Ridge, IL

It is currently 35° in Burr Ridge, IL

Burr Ridge

Downtown Map Events

275A Burr Ridge Pkwy

County Line Rd

Rd 33

Frontage S

Bridewell Dr

Life Time Fitness

Burr Ridge Village Center

Cooper's Hawk W & Restaurant

©2011 Google

Tell a Friend

00:12 PAUSE email share get link get code MENU

Explore

BR

CHAMBER OF COMMERCE
WILLOW BROOK BURR RIDGE
AND INDUSTRY

BURR RIDGE
PARK DISTRICT



Burr Ridge "Welcome"

When a visitor clicks on the "Welcome" button from the previous Burr Ridge town page, they are taken to a page that gives them access to the Village of Burr Ridge welcome button and other organizations that support the community (requires SYD subscription).

The video on this page is the same first impression video that appears on the previous town page.

By clicking on the "Village of Burr Ridge" button, visitors are taken to the Village of Burr Ridge profile page.



EXPLORING THE DOWNTOWN EXPERIENCE

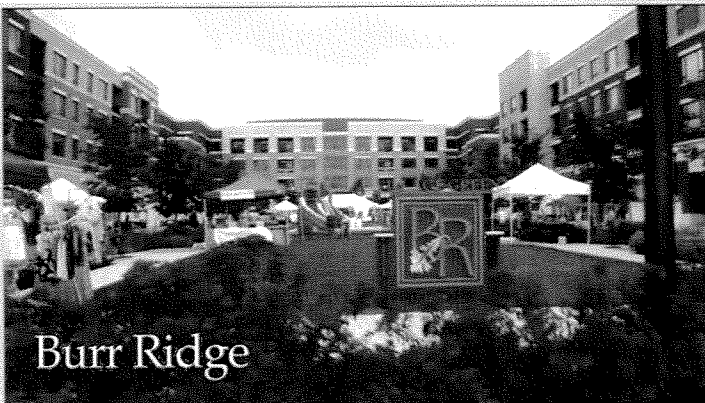


Home Explore a Town About Us Contact Us In The News Follow Us

Search

Burr Ridge, IL

It is currently 35° in Burr Ridge, IL



Burr Ridge

00:05 PAUSE email share get link get code MENU

Video Gallery

Map



Main Video

Video Gallery List



Shop



Dine



Play

Tell a Friend



About us

Come Discover the DeSitter Difference

For over 90 years, DeSitter has installed more than 15 million yards of floor coverings in over a quarter million homes and commercial spaces throughout Chicagoland.

Customers spanning four generations have been returning to us for all of their flooring needs including hardwood, laminate, tile, natural stone, carpet, rugs, granite countertops and more. We even provide cleaning and maintenance.

The DeSitter Tile & Stone Gallery

Conveniently located at 301 W. Hillgrove Ave. in LaGrange, just steps away from our Carpet and Flooring showroom, which is located at 1 N. Kensington Ave. Our beautiful showroom is open to the public, with tile design professionals on staff to assist you with your selections and layout.

Visit us online at: www.desitterflooring.com

Additional Information:

DeSitter Flooring

1 N. Kensington Ave La Grange, IL 60525-5912

(708) 352-3535

Monday & Thursday 9:30am to 8:30 pm

Special Offers:

Mention you saw us on See You Downtown...

and with any FREE Estimate receive a



Village of Burr Ridge Video & Profile Page

This page highlights many of the opportunities for commerce in Burr Ridge via the messages portrayed in the specific Village of Burr Ridge Welcome video and the content in the Profile section.

Links, contact info, and announcements of special offers are added value.

Ease of access for visitors to share the information, tweet, "like" the video and write a review are all available via the social media bar.



EXPLORING THE DOWNTOWN EXPERIENCE



Home

Explore a Town

About Us

Contact Us

In The News

Follow Us



Search

Burr Ridge, IL

It is currently 34°
in Burr Ridge, IL



Video Gallery

Map



Main Video

Video Gallery List



Shop

Dine

Play

Tell a Friend



About
US

Come Discover the DeSitter Difference

For over 90 years, DeSitter has installed more than 15 million yards of floor coverings in over a quarter million homes and commercial spaces throughout Chicagoland.

Customers spanning four generations have been returning to us for all of their flooring needs including hardwood, laminate, tile, natural stone, carpet, rugs, granite countertops and more. We even provide cleaning and maintenance.

The DeSitter Tile & Stone Gallery

Conveniently located at 301 W. Hillgrove Ave. in LaGrange, just steps away from our Carpet and Flooring showroom, which is located at 1 N. Kensington Ave. Our beautiful showroom is open to the public, with tile design professionals on staff to assist you with your selections and layout.

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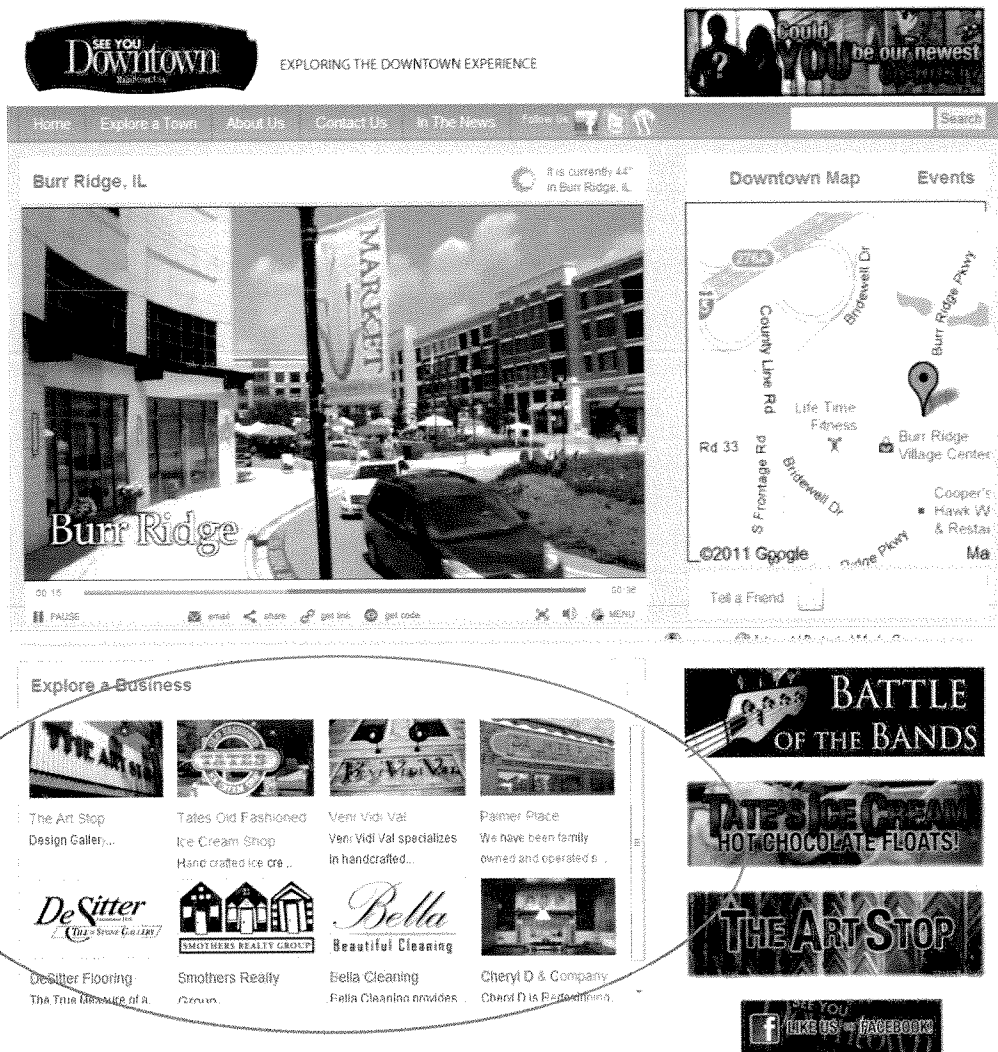
Village of Burr Ridge Profile Page Video Gallery

Business category videos (shop, dine, etc.) may be accessed on the Village of Burr Ridge's profile page. The videos may be viewed simply by scrolling through the video gallery list and clicking on the corresponding button for the video of choice. The selected video plays on the page video player and may be easily shared using the social media bar buttons.



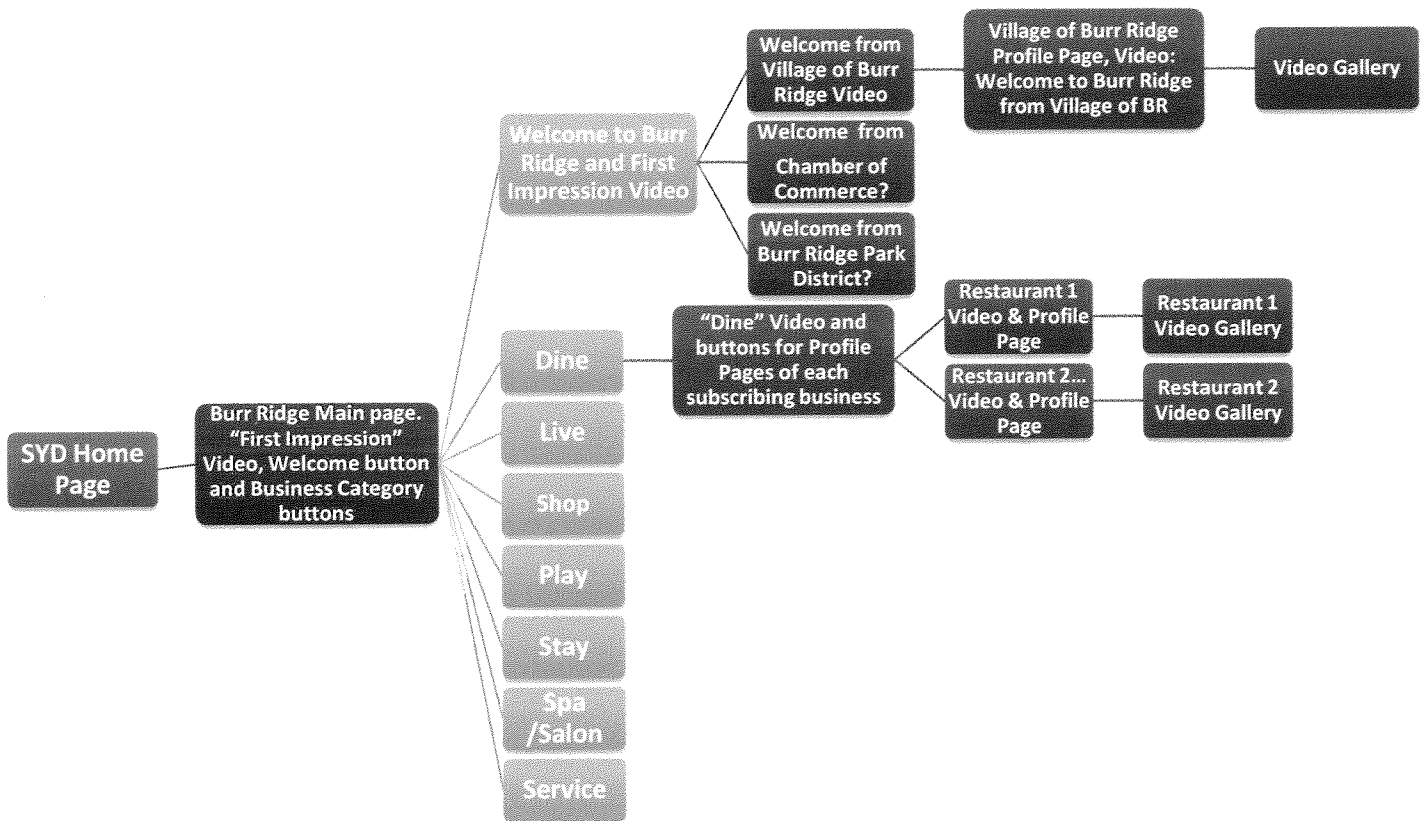
Burr Ridge Business/Organization Category Buttons

While on the town main page, when a visitor clicks on one of the other category buttons such as “Dine” “Live” “Shop” etc., they are taken to a page that has buttons for all subscribing business/organizations’ profile pages in that category. The video on each page is the associated business category video discussed previously (e.g., shopping in Burr Ridge). Once clicking on a category, visitors may view and click on any of the business buttons to be taken to the selected business profile page.

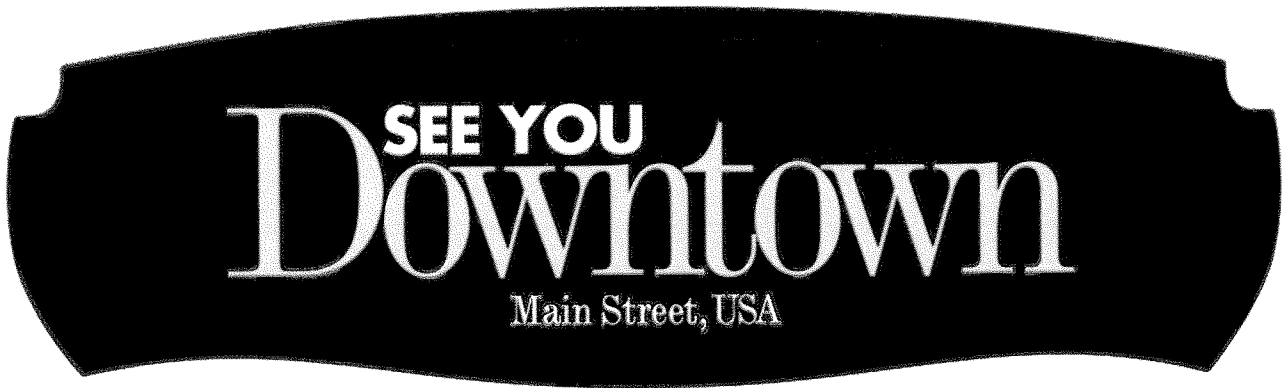




Burr Ridge SYD Web Presence Flow



Attachment B



**Growing Your Business
In Today's Digital
Marketplace**

seeyoudowntown.com



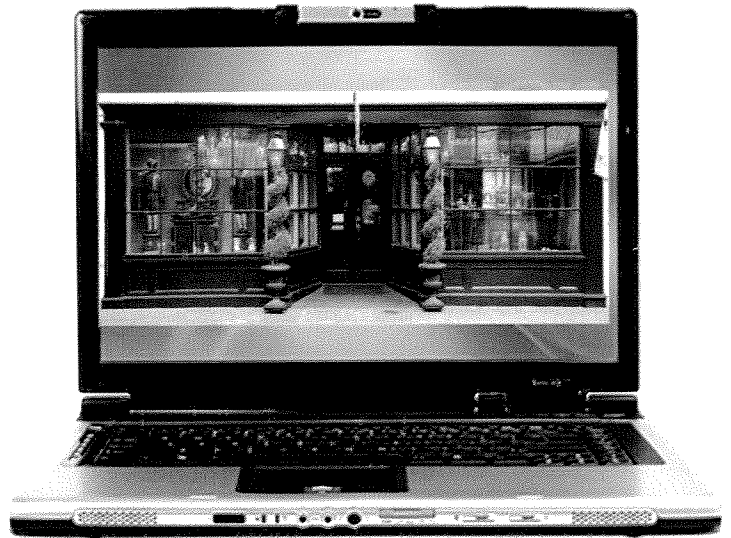
TODAY'S DIGITAL MARKETPLACE

As a small business owner, your marketplace has expanded beyond your storefront or office to a broader, more diverse, digital marketplace.

With millions of potential new customers, the challenge and the opportunity is to get them to know about you.

THE FACTS

- The average adult spends 157 minutes per day online.
- More than 80% of consumers "Google" first to find products and services.
- 2.6 billion users search YouTube each month to learn more about what interests them.
- 72% of all U.S. internet users are on Facebook.



How Advertising Dollars Are Being Spent

In order to redirect spending to digital media:

- 40% of businesses surveyed cut direct mail budgets
- 35% decreased newspaper ads
- 28% slashed magazine ads

In the last year -- **30% increase** in video advertising. Why?

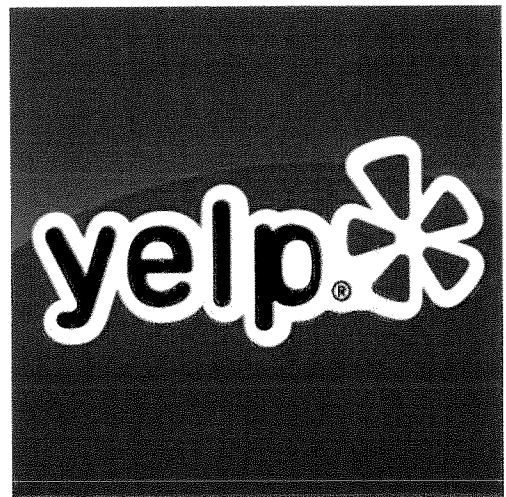
- Personal/emotional appeal of video.
- We buy from people we know, like, and trust.

HOW DOES SOCIAL MEDIA DRIVE SALES?

The secret to social media for business is not to be everywhere, but to be where your prospective and current customers are.

Here's how a smart social media strategy can drive sales for your business:

- Creates an online *awareness* of your business.
- Allows you to *listen in* on what's important to your ideal customer.
- Gives you an opportunity to share content *common* to who you are, and who your current and prospective customers are.
- Encourages raving fans who *spread the word* about you and your business to others.



twitter

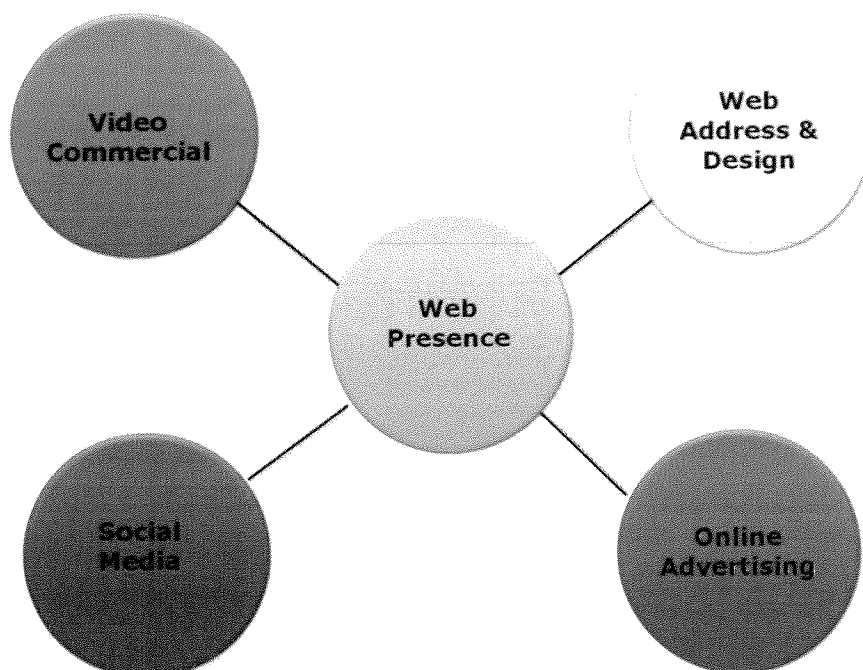


WHAT DO ALL OF THESE TRENDS TELL US?



- Build a strong web presence.
- Be where your ideal customers are.
- Have online conversations with your customers to help them get to know, like and trust you so that they will buy from you.
- Use video to quickly build an emotional tie with your customers, and to increase the ease of finding your business on the web.

ELEMENTS OF AN EFFECTIVE WEB PRESENCE



Sharing and educating on common interests.

Making an emotional connection.

Listening is encouraged.

Conversation is king.

Authenticity rules.

Word of mouth on steroids.

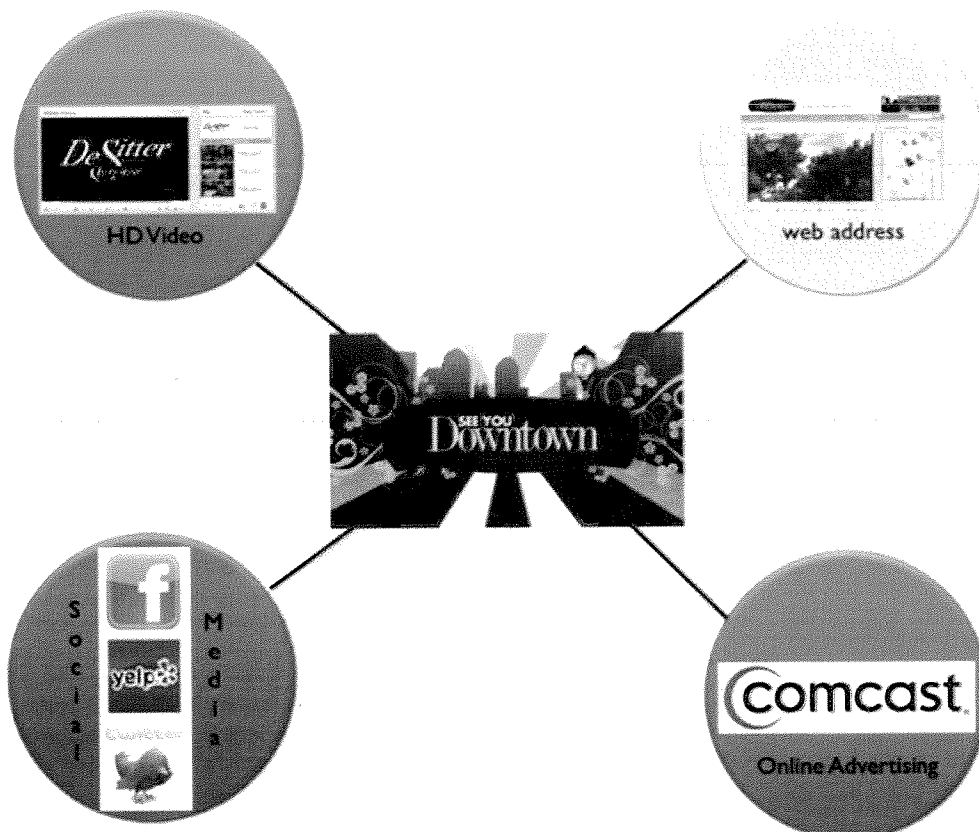
SEE YOU DOWNTOWN MAKES IT EASY



We help small, independent businesses like yours --

- Become more visible within their local downtown communities .
- Expand their current web presence to include highly searchable video and new media platforms.
- Enable more consumers to find, share, and learn about you.

EMPOWER YOUR BUSINESS ENHANCE YOUR WEB PRESENCE





LEVEL 1 PACKAGE

Profile your business on a dedicated SYD *About Us* page to capture the attention of site visitors.

Portray your business image with a professionally produced 45 second *HD video commercial*.

Gain easy access to *highlight and share* your video commercial.

Share videos that you've shot in your own *video gallery*. Feature new products or services to educate visitors and keep them coming back for more.

Listen to, connect, and talk with current and prospective customers via *new media platforms*. Need help? We'll get you started and/or offer coaching.

Download or print special *deals*.

Watch your traffic grow with quarterly *analytics*.



LEVEL 1 PACKAGE *(includes video)*

Annual subscription: \$195 per month

Two free months with annual pre-pay



LEVEL 2 PACKAGE

"About Us"

Same great value as the Level 1 Package plus **THREE** more pages to showcase your business.

"What We Offer" Page 2

Describe your products or services, or display your menu.

Talk about what you offer and what makes your offerings so unique.

"Social Media" Page 3

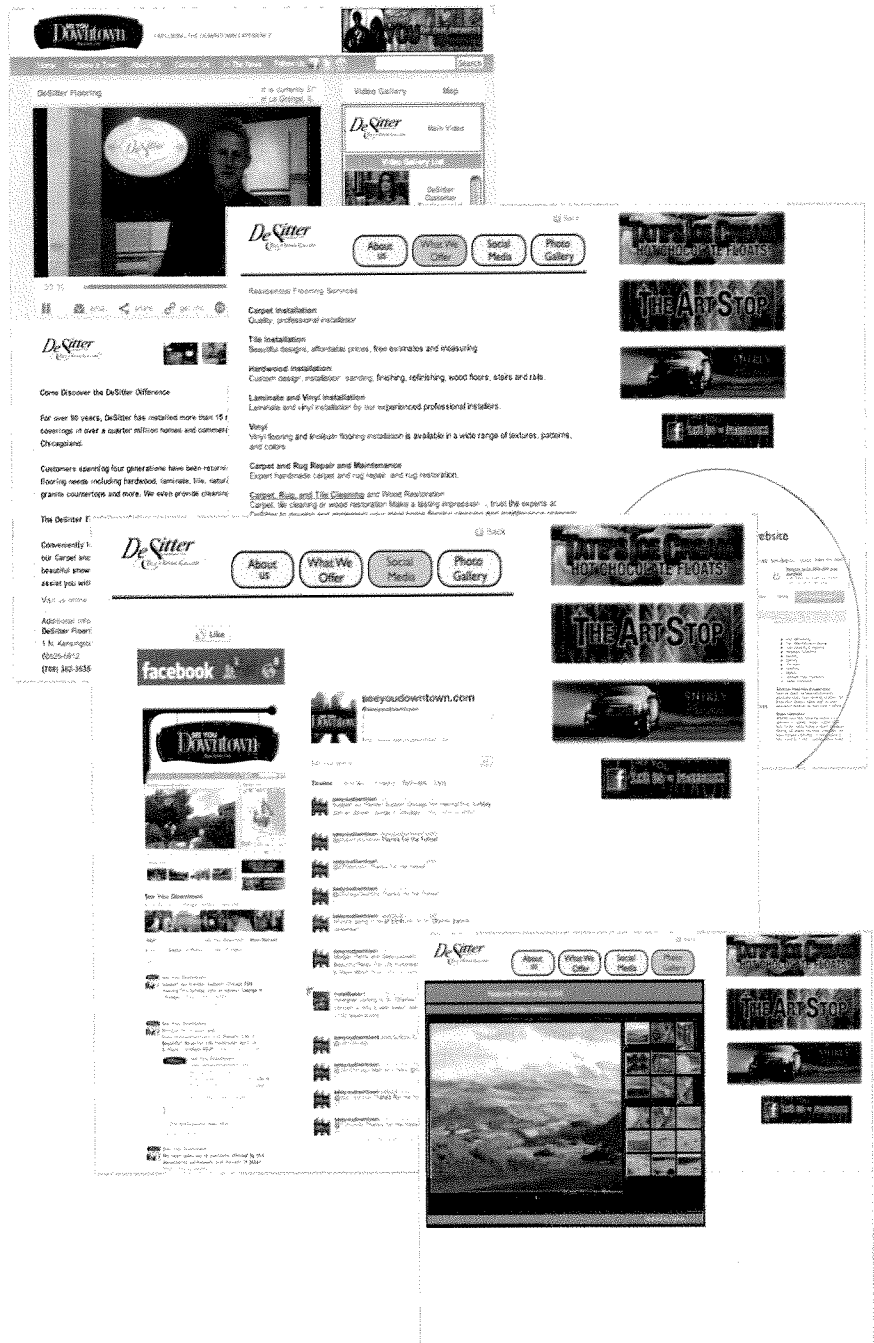
Direct access to your Facebook and Twitter accounts.

Perfect opportunity to talk with your current and prospective customers and to find out what they are saying about you!

"Photo Gallery" Page 4

Quick shots of events, customers, products, successes.

You name it; this is the place to show it off.



LEVEL 2 PACKAGE (includes video)

Annual subscription: \$245 per month

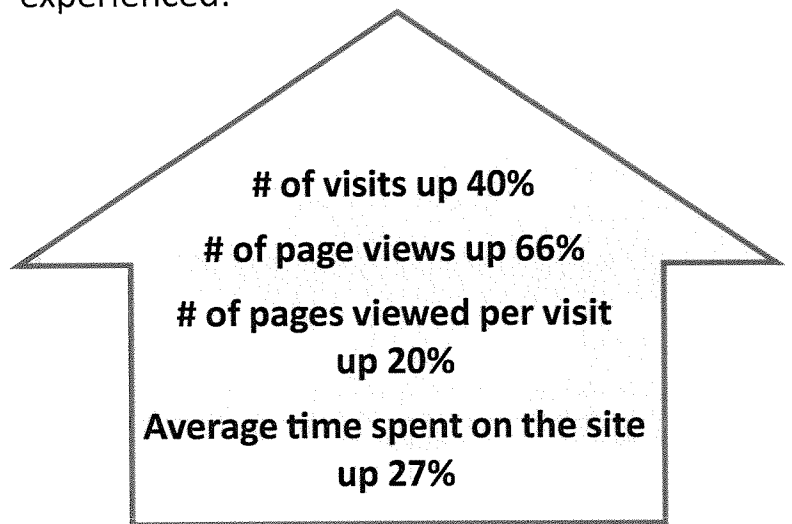
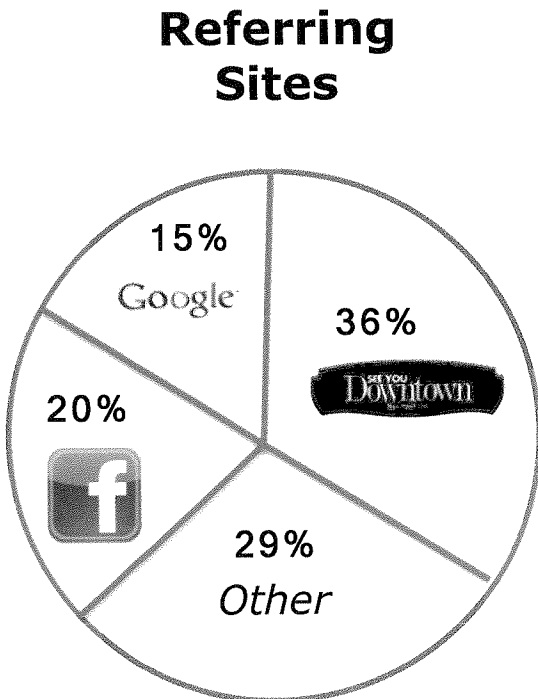
Two free months with annual pre-pay

SEEOUDOWNTOWN.COM ANALYTICS



Since launch, site views have *increased more than 100%*.

In the last 30 days alone, the site has experienced:



A more encompassing SEO strategy has recently been applied to the overall site and within each business' profile page to support continued site performance and subscriber value.

Analytics will be provided to subscribers each quarter to track their profile page performance.

Source: Google Analytics
Brightcove

EXTRAS



Want a more extensive video commercial?

Consider a **custom** HD video commercial that brings your visual vision to life!

Interested in taking your social media strategy to the next level?

We'll work with you to design a social media campaign sure to meet and exceed your goals.

How about even more exposure for your business?

Highlight your business with a seeyoudowntown.com feature banner ad.

Looking to advertise your business brand to a specific target market?

We've partnered with Comcast.net to offer you incredible video banner advertising opportunities at affordable pricing. Viewers click on one or all 3 business logo buttons on the See You Downtown video banner ad to take them to the business' profile page.

The screenshot shows the Xfinity website interface. At the top, there's a search bar and a Google logo. Below that, a banner for 'There's more to cholesterol. Get the picture.' is visible. The main content area features a video player with a 'DeSitter' logo and a 'Back to Play' button. The video player is surrounded by various navigation links and a sidebar with categories like 'XFINITY TV', 'Autos', 'Community', 'Credit Score', 'Dating', 'Entertainment', 'Finance', and 'Games'. The video player is highlighted with a red circle.

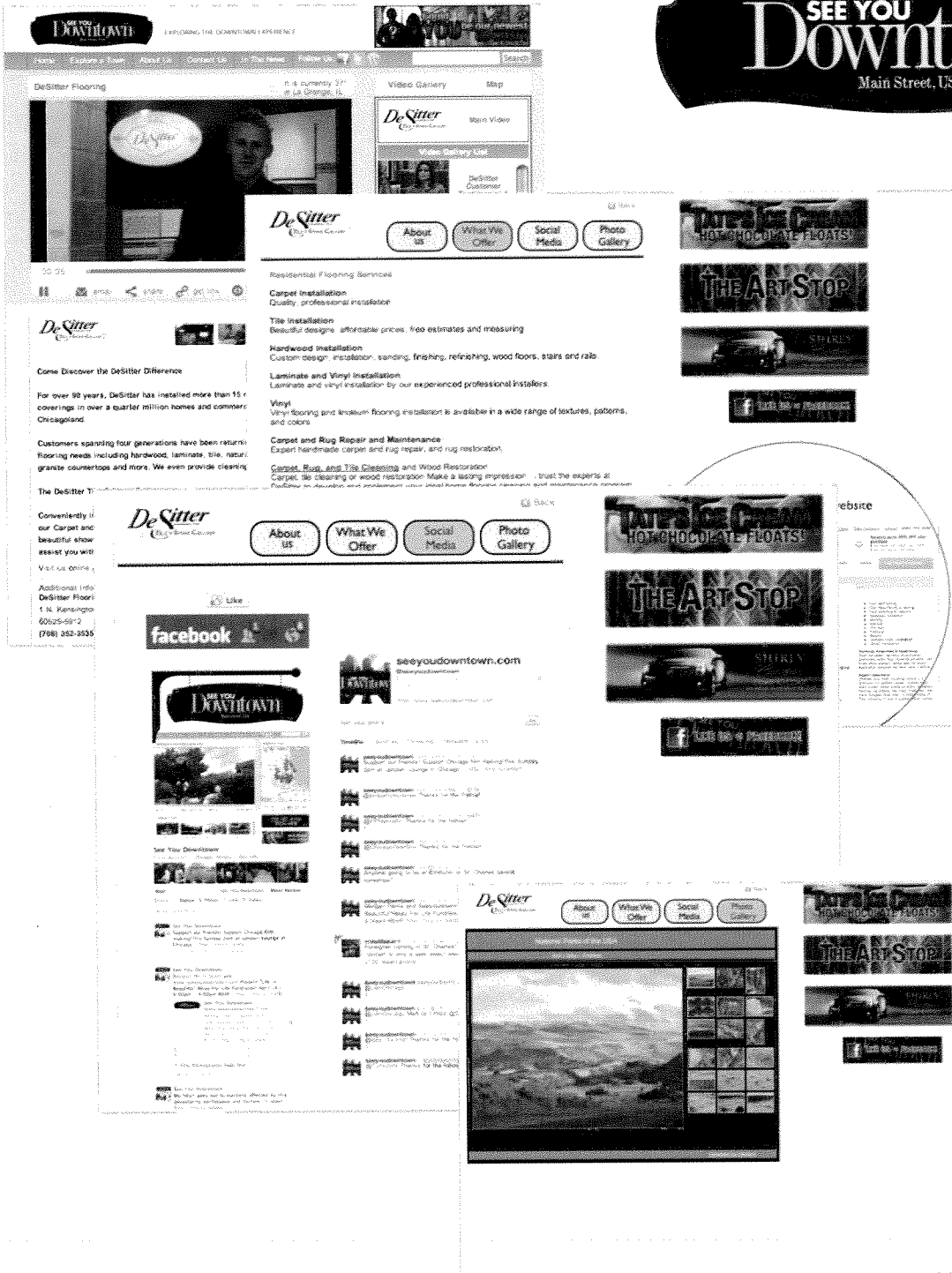
SYD Video Banner Ad Performance Over 2 Week Period

Impressions: **30,000+**

Views: **689** (played video)

Minutes Viewed: **204**

Engagement Rate: **3.92% to 5.67%** (views, interactions, and clicks – Comcast average is 2%!)



10

Attachment C

See You Downtown Cost Analysis

	<u>FY 11-12</u>
First Impression Video	\$3,500.00
Village Commercial & Profile Page	
Including 1 year Level 1 Subscription	\$2,340.00
Business Category Videos	
Welcome	\$0.00
Shop	\$800.00
Dine	\$800.00
Play	\$800.00
Stay	\$800.00
Live	\$800.00
Spa/Salon	\$800.00
Services	\$800.00
	<hr/>
	\$11,440.00
Discount	<hr/>
	-\$2,340.00
	<hr/>
	\$9,100.00
Subscription Upgrade	<hr/>
	\$600.00
	<hr/>
	\$9,700.00
Funds already budgeted	
Events Commercial	-\$1,000.00
Hotel Marketing	<hr/>
	-\$800.00
	<hr/>
	\$7,900.00

	<u>FY 12-13</u>	<u>FY 13-14</u>	<u>FY 14-15</u>	<u>FY 15-16</u>
<i>OPTION A</i>				
Level 1 Monthly Fee*	\$200.85	\$206.88	\$213.08	\$219.47
Two free months w/ annual prepay	<hr/>	<hr/>	<hr/>	<hr/>
	-\$401.70	-\$413.75	-\$426.16	-\$438.95
Annual Cost	<hr/>	<hr/>	<hr/>	<hr/>
	\$2,008.50	\$2,068.76	\$2,130.82	\$2,194.74
<i>OPTION B</i>				
Level 2 Monthly Fee*	\$252.35	\$259.92	\$267.72	\$275.75
Two free months w/ annual prepay	<hr/>	<hr/>	<hr/>	<hr/>
	-\$504.70	-\$519.84	-\$535.44	-\$551.50
Annual Cost	<hr/>	<hr/>	<hr/>	<hr/>
	\$2,523.50	\$2,599.21	\$2,677.18	\$2,757.50

**Assumes 3% annual increase beginning in FY 12-13*

Vince's Landscaping and Lawn Maintenance

(630) 789-2224

108 Burr Ridge Pkwy.
Burr Ridge, IL 60527

TRANSACTION NO.	
TERMS	SERVICE SOLD
<input type="checkbox"/> Cash	<input type="checkbox"/> Maintenance
<input type="checkbox"/> C.O.D.	<input type="checkbox"/> Consulting
<input type="checkbox"/> Charge, net 30 days	<input type="checkbox"/> Tip
<input type="checkbox"/> Contract	
<input type="checkbox"/> No Charge	

JOB SITE:

Burr Ridge Police Station

BILL TO:

VILLAGE OF Burr Ridge

Date of Order	Prepared By	Authorized By	Customer's Phone	Planned Start Date
---------------	-------------	---------------	------------------	--------------------

Description	Amount
-------------	--------

4 PLANTING BEDS EACH TO INCLUDE:

24 PERENNIALS - 4 KARLS FOERSTER GRASS

4 BUNNY TAIL GRASS, 4 PAMPAS GRASS

4 SEDUM, 4 STELL D'ORO LILY, 4 BLACK
EYED SUSAN

5 - SEA GREEN JUNIPER

5 - COTONEASTER

3 - SHINING SUMAC

2 - SPIREA

1 - THORNLESS HAWTHORNE

PULVERIZED TOPSOIL FOR MINOR BERMING

MULCH

LABOR FOR GROUND PREPARATION,

PLANTING & MULCHING IS INCLUDED

Authorized Signature

SUB-TOTAL

Customer Signature

TAX

TOTAL AMOUNT

\$7,500.00



REQUEST FOR PROPOSAL

For

**INSTALLATION OF LANDSCAPE IMPROVEMENTS
Adjacent to the Burr Ridge Police Station Detention Facility**

*Submittal Date and Location
(electronic submittals are preferred)*

**December 15th, 12:00 noon
VILLAGE OF BURR RIDGE
PUBLIC WORKS DEPARTMENT
451 COMMERCE STREET
BURR RIDGE, ILLINOIS 60527**

Direct all Questions and Inquiries to

**Paul D. May, P.E.
Director of Public Works & Village Engineer
pmay@burr-ridge.gov**

(630) 323-4733 #6000

REQUEST FOR PROPOSAL INSTALLATION OF LANDSCAPE IMPROVEMENTS

A. Project Description:

The Village of Burr Ridge, in Cook and DuPage Counties, Illinois, is soliciting qualified firms to submit a design and an installation proposal for landscape improvements adjacent to the Burr Ridge Police Station detention facility. The improvements should be installed south of 77th Street, between the existing detention facility and Count Line Road. The intention of this project is to provide additional landscape features to provide greater continuity with the larger municipal campus, and to soften the appearance of the existing stormwater storage facility.

The Village requests design proposals which contemplate the following general guidelines:

- 1) The proposed improvements shall be low-maintenance plantings, consisting primarily of native grasses and perennials.
- 2) Planting beds shall be spaced along the stormwater facility in such a manner as to soften the appearance of the facility, and should generally consist of at least 4 planting beds (see attached conceptual plan).
- 3) Applicants may submit up to three alternative planting plans so as to indicate a variety of costs and planting details.
- 4) All proposals should include conceptual planting drawings, and a lump-sum installation cost which includes a 1-year warranty for all plant material.

B. Prevailing Wage

The successful bidder shall be required to pay not less than the prevailing rates of wages as determined in accordance with the Illinois Prevailing Wage Law, to all laborers, craftsmen, journeymen, and other workers employed in the work necessitated by fulfillment of this contract. Contractor shall provide payroll certifications to the Village upon request.

C. Insurance

The successful bidder shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

I. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- i. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Burr Ridge named as additional insured; and
- ii. Owners and Contractors Protective Liability, (OCP) policy (if required) with the Village as insured; and



- iii. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto"; and
- iv. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

II. Minimum Limits of Insurance

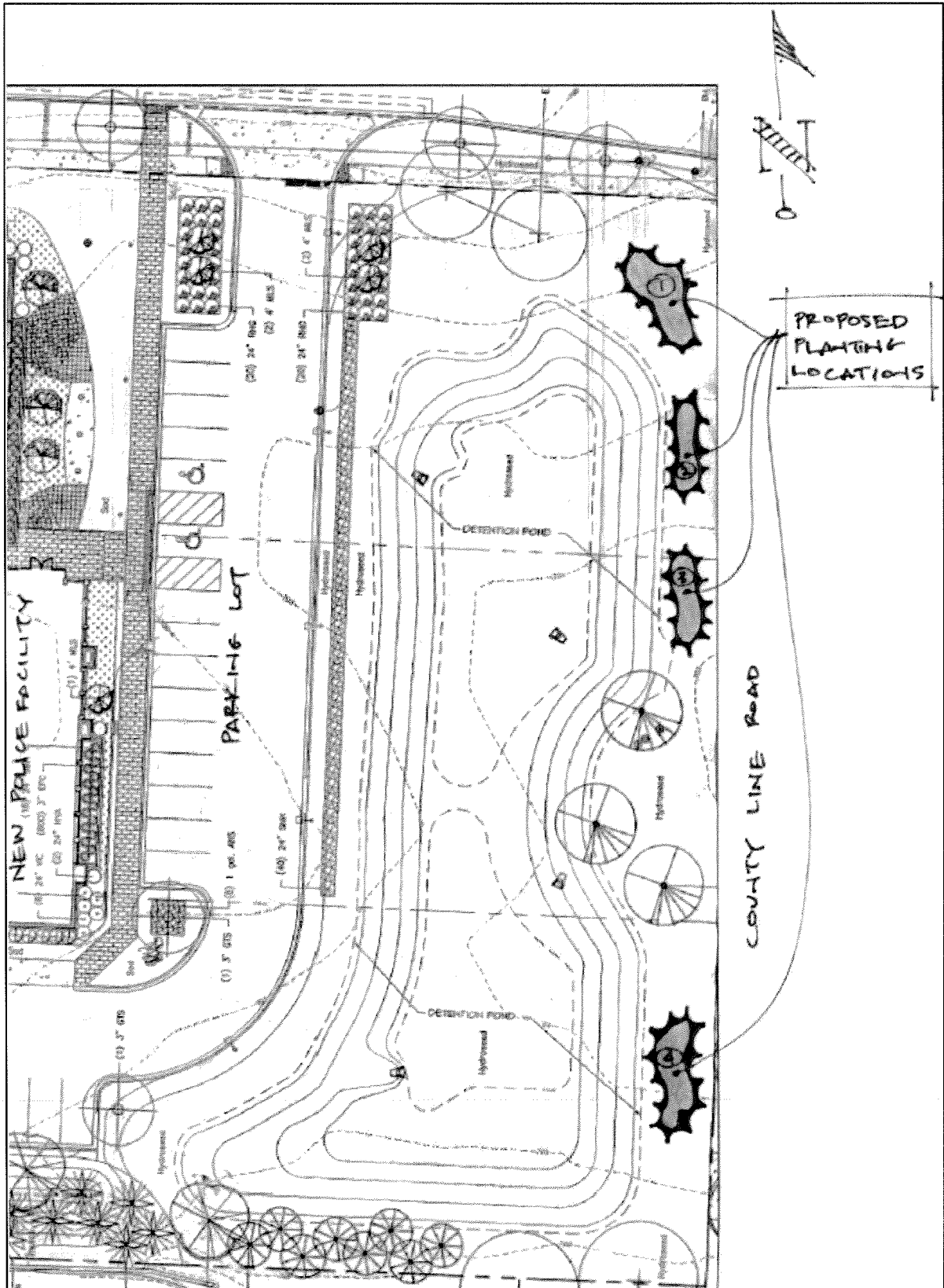
Contractor shall maintain limits no less than:

- i. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- ii. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- iii. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.
- iv. Builder's Risk (if required): Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value, replacement cost basis.

D. Selection and Schedule

Proposals are due to the Department of Public Works by 12:00 noon, December 15, 2010. Electronic submittals may be transmitted to pmay@burr-ridge.gov, or hardcopies may be transmitted to 451 Commerce Street, Burr Ridge, IL 60527. The proposals will be reviewed by Village staff and Stormwater Committee members. The preferred proposal will be selected for contracting and installation in Spring, 2011.





8D

BURR RIDGE 2009-11 STRATEGIC PLANNING**TARGETS FOR ACTION****TARGETS FOR ACTION****TOP PRIORITY**

Increase Revenue through the use of fines and fees

Ensure viability of Village Center

HIGH PRIORITY

Evaluate professional service fees (attorneys, consulting, etc.)

Consolidation/Intergovernmental cooperation

Establish a donation program

Prioritization of current programs and services

Develop plan to reduce police department budget and overtime**MEDIUM PRIORITY**

More involvement with Pathway Commission

Our own Zip Code

Evaluate out-sourcing services

Renovate Village Hall

LOW PRIORITY

Wireless communication

Security camera system

Responsive PW Department to growing community needs

Growth management/ solidify boundaries

Plan for infrastructure maintenance

Evaluate parkway tree preservation program

Classification and pay study for Village personnel

Long-range capital improvement plan for Water Fund

Maintenance of stormwater management system

Plan for dealing with community resident associations



VILLAGE OF
BURR RIDGE 8E
A VERY SPECIAL PLACE

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

June 7, 2011

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

Re: Z-02-2011: 15W308-320 North Frontage Road (Martin); Special Use

Dear Mayor and Board of Trustees:

The Plan Commission transmits for your consideration its recommendation to approve a request by Theodore J. Martin on behalf of Frontage Road Limited Liability for special use approval as per Section VIII.C.2.f of the Burr Ridge Zoning Ordinance to permit an Automobile Service and Repair business in an existing building at 15W308 North Frontage Road. Specifically, the special use would permit a business that powder coats automobile parts.

After due notice, as required by law, the Plan Commission held a public hearing on this matter on March 21, 2011, May 2, 2011, and June 6, 2011. The petitioner owns the property at 15W308 and 15W320 North Frontage Road. He currently leases the building at 15W308 to the automobile service business and is seeking to legally establish this business at this location.

At the initial meeting, there were 2 neighbors who said they did not object to the powder coating business but did not want to see any industrial uses in the building. The neighbors did not appear at any of the subsequent hearings.

The Plan Commission would prefer to see this property, including both 15W308 and 15W320, rezoned to the T1 Transitional District as was done with other properties in this section of North Frontage Road. The petitioner said he did not object to rezoning for office use but preferred to wait until such time that an office user offered to lease or buy the property.

The Plan Commission was also very concerned about several property maintenance violations on the property which led to the continuances of the public hearing. The Commission asked the petitioner to resolve the property maintenance violations before they would consider any zoning approvals. Prior to the June 6 meeting, those violations were effectively resolved.

In response to the above concerns, the Plan Commission is recommending a temporary approval of the automobile parts powder coating business. This is intended to allow the petitioner some economic benefit from the property while marketing the property for a long term office use and redevelopment.

After due consideration, the Plan Commission concluded that the special use request complies with the standards of the Zoning Ordinance. Accordingly, by a vote of 5 to 0, the Plan Commission *recommends approval* of Z-02-2011 subject to the following conditions:

1. The special use shall be restricted to the current tenant and owner and shall be limited to the powder coating of automobile parts and related work.
2. The special use may include outside storage of operable vehicles located immediately behind the building at 15W308 North Frontage Road and with said storage not exceeding 5 vehicles. No wrecked, unlicensed, or inoperable vehicles shall be stored on the property at any time.
3. The special use shall be for a limited period of time not to exceed 2 years.

Sincerely,

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

GT:JDP:sr

R.O.W. = RIGHT OF WAY
S = SOUTH
S.I.P. = SET IRON PIPE
S.E. = SET IRON ROD
SE = SOUTHEAST
SW = SOUTHWEST
V.E. = VILLAGE EASEMENT
W = WEST
= FENCE
= EASEMENT LINE
= SETBACK LINE

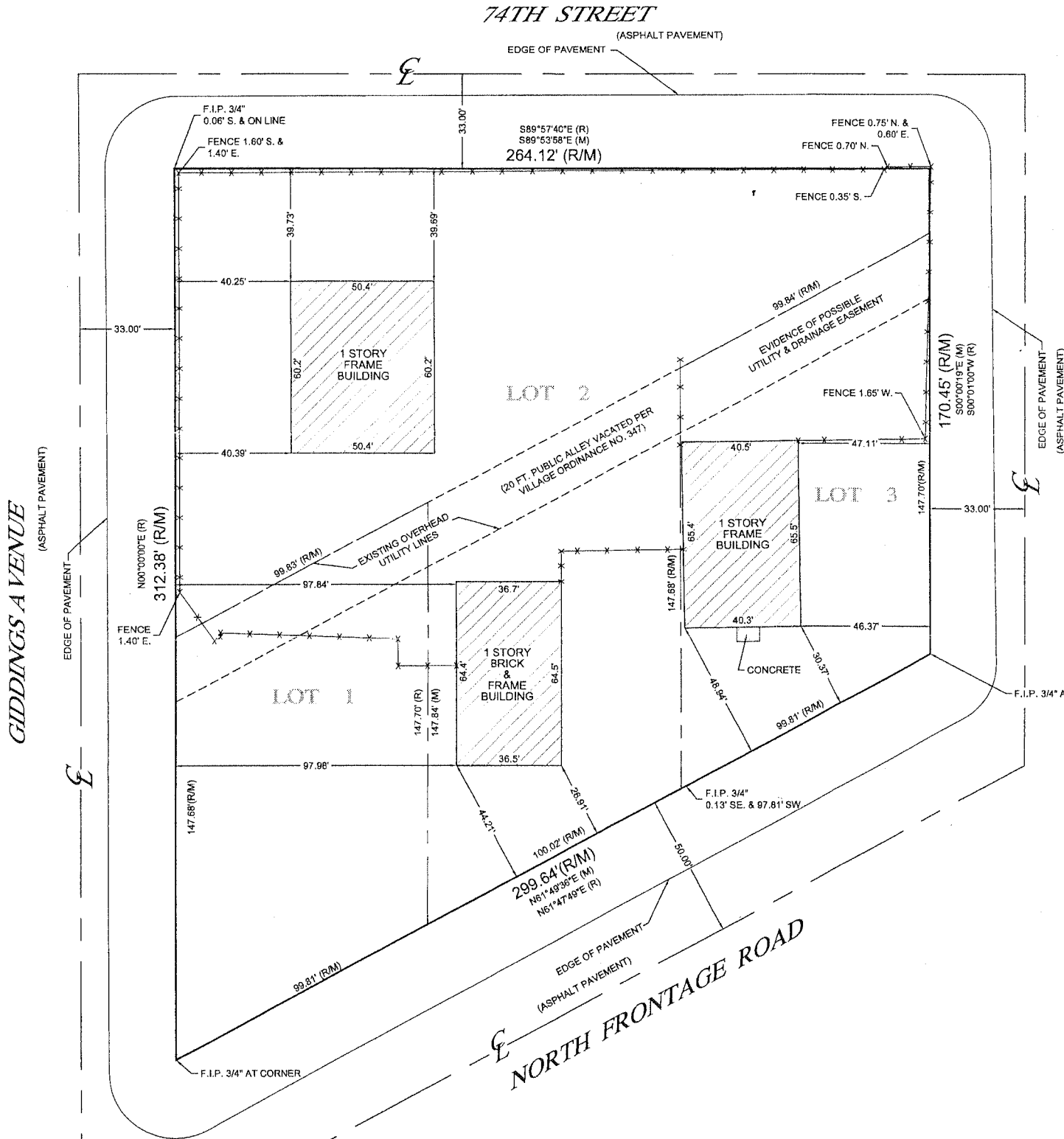
ENGINEERING, INC.
5100 S. LINCOLN SUITE 100 LITL, ILLINOIS 60532
PHONE: (630)271-0770 EMAIL: SURVEY@ECIVIL.COM

PLAT OF SURVEY

30' 15' 0'
BASIS OF BEAR
NORTHERLY LINE OF NORTH
AS FOUND MONUMENTED AND
RECORD SUBDIVISION PLAT.
N 61°47'49" E (R)

OF SURVEY:
SQ. FT. 1.46 ACRES MORE OR LESS*

LOTS 1, 2 AND 3 IN MARTIN RESUBDIVISION OF LOTS 1, 4, 5, 6 AND 7 IN BLOCK 14 IN BABSON PARK SECOND ADDITION, BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF JOLIET ROAD, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 24, 1926 AS DOCUMENT NO. 225519, IN DUPAGE COUNTY, ILLINOIS.



NOTE: SOME IMPROVEMENTS MAY NOT BE SHOWN HEREON
DUE TO SHOW COVER AT TIME OF SURVEY.



VILLAGE OF
BURR RIDGE
A VERY SPECIAL PLACE

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

Gary Grasso
Mayor

Karen J. Thomas
Village Clerk

Steven S. Stricker
Administrator

June 7, 2011

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

Re: Z-08-2011: 220-240 Shore Drive (Bronson & Bratton); Special Use

Dear Mayor and Board of Trustees:

The Plan Commission transmits for your consideration its recommendation to approve a request by Mark Bronson on behalf of Branson & Bratton, Inc. for a variation from Sections X.F.4 of the Burr Ridge Zoning Ordinance to permit an addition connecting two existing buildings resulting in a combined Floor Area Ratio (FAR) exceeding the permitted maximum of 0.40.

After due notice, as required by law, the Plan Commission held a public hearing on this matter on June 6, 2011. The petitioner has owned and operated this business at this location since 1970. The business manufactures specialized tooling and aerospace parts. They currently operate from two adjacent buildings and would like to construct an addition connecting the two buildings. The addition would result in a floor area ratio of 0.48.

The Plan Commission concurred that the building was uniquely improved to accommodate the petitioner's specialized business and that it would be a hardship for the petitioner to accommodate their growth and to find a new building that met their unique needs. Further, it was determined that there are several other buildings in the Hinsdale Industrial Park that exceed the 0.4 FAR and, therefore, this variation will not be out of character with the surrounding area.

After due consideration, the Plan Commission concluded that the variation request complies with the standards of the Zoning Ordinance. Accordingly, by a vote of 5 to 0, the Plan Commission ***recommends approval*** of Z-08-2011 subject to the

following conditions:

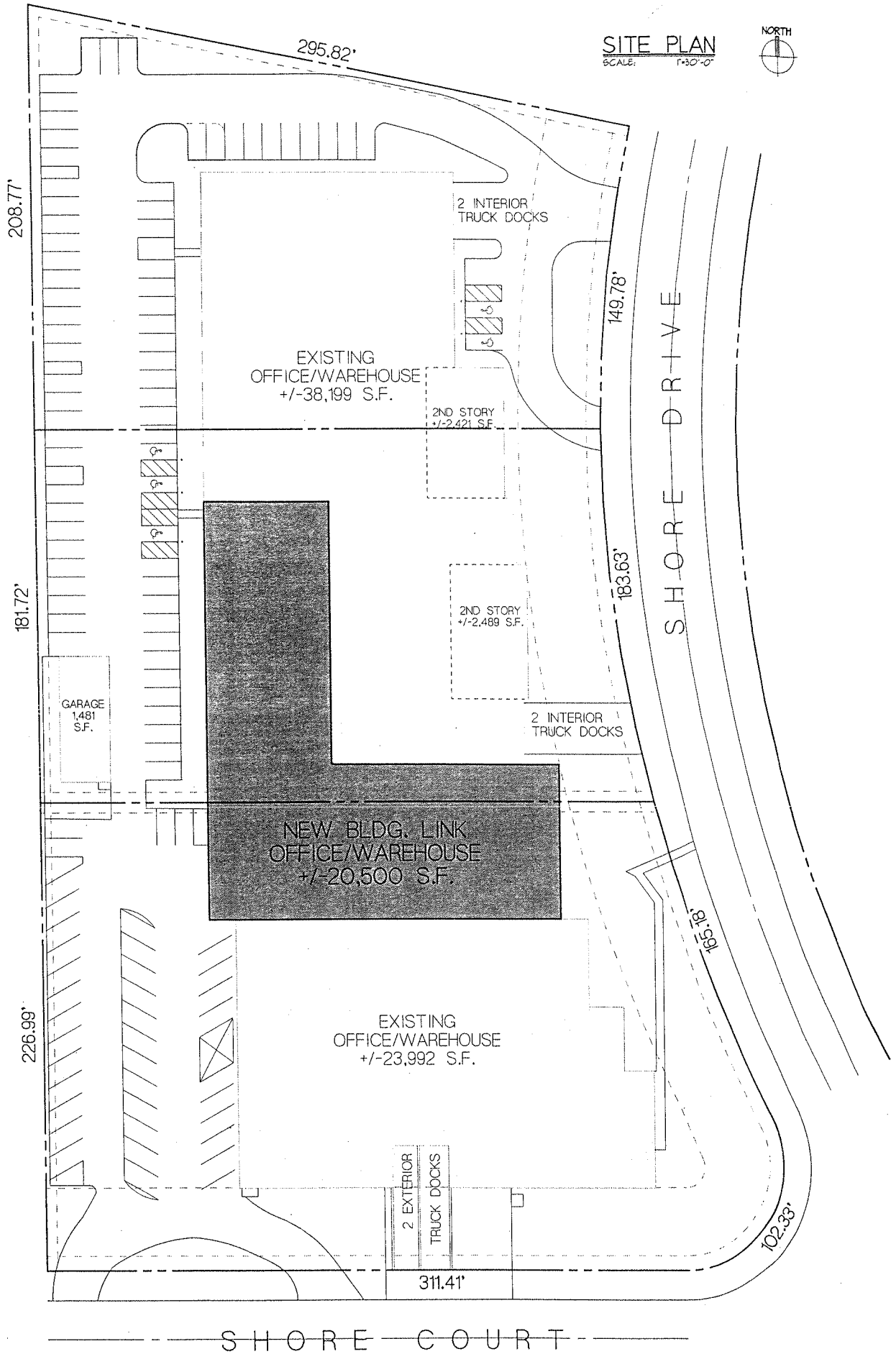
1. All improvements to the property shall comply with the submitted site plan and variation shall be limited to construction of the addition as shown on the site plan.
2. A landscaping plan shall be submitted for staff review and approval prior to issuance of building permit for construction of the addition.

Sincerely,

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

GT:JDP:sr

SITE PLAN
SCALE: 1"=30'-0"





VILLAGE OF
BURR RIDGE *8G*
A VERY SPECIAL PLACE

Gary Grasso
Mayor

Karen J. Thomas
Village Clerk

Steven S. Stricker
Administrator

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June 7, 2011

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

Re: Z-09-2011: 200-206 Burr Ridge Parkway (Dao Sushi & Thai Restaurant); Special Use

Dear Mayor and Board of Trustees:

The Plan Commission transmits for your consideration its recommendation to approve a request by Dao Sushi & Thai Restaurant for a special use approval as per Section VIII.B.2.ff of the Burr Ridge Zoning Ordinance to permit the expansion of an existing restaurant with sales of alcoholic beverages and extended hours of operation. The restaurant is located at 200 Burr Ridge Parkway and seeks to expand into the tenant space at 206 Burr Ridge Parkway.

After due notice, as required by law, the Plan Commission held a public hearing on this matter on June 6, 2011. The petitioner seeks to add a 1,200 square foot space to the restaurant which would be used as a hibachi room. The space would be incorporated into the existing restaurant and accessed via the existing restaurant.

The Plan Commission noted that the restaurant has operated successfully at this location for two years and without any noise or other complaints relative to the hours of operation or the sales of alcoholic beverages.

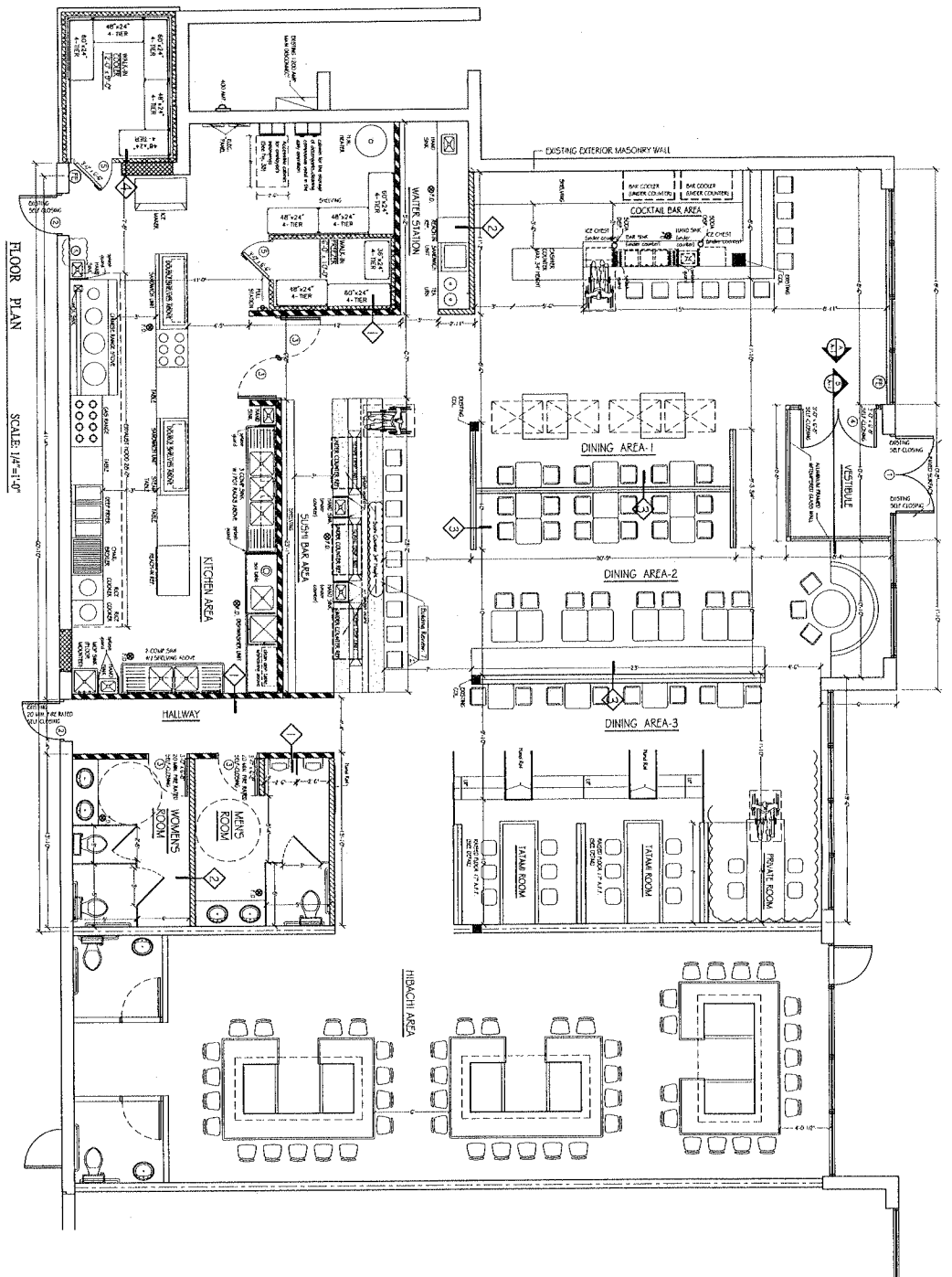
After due consideration, the Plan Commission concluded that the special use request complies with the standards of the Zoning Ordinance. Accordingly, by a vote of 5 to 0, the Plan Commission **recommends approval** of Z-09-2011 subject to the special use permit shall be limited to the petitioner, Dao, Inc. and the current owners

and shall expire at such time that Dao, Inc. and the current owners no longer own and operate the business at 200 Burr Ridge Parkway.

Sincerely,

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

GT:JDP:sr



DRAWN BY	DATE	REVISION
DAO INC.	08/20/01	
200 BURR RIDGE PARKWAY		
BURR RIDGE, IL 60527		
FLOOR PLAN		
PROJECT: DAO INC.		
DESIGNER: LAM CONSULTING COMPANY, INC.		
100 PARKSON STREET, NEW YORK, NY 10003		
TEL: 212 725-0450 FAX: 212 725-0445		

A-1



VILLAGE OF
BURR RIDGE
A VERY SPECIAL PLACE

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84 Gary Grasso
Mayor

Karen J. Thomas
Village Clerk

Steven S. Stricker
Administrator

June 7, 2011

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

Re: S-03-2011: 201 Bridewell Drive (Eddie Merlot's); Sign Variation

Dear Mayor and Board of Trustees:

The Plan Commission transmits for your consideration its recommendation to approve a request by Creative Sign Resources on behalf of Eddie Merlot's Restaurant for variations from Section 5.06-A.2 to allow four wall signs rather than the permitted two wall signs and from Section 55.06.A to allow the combined area of wall signs to exceed 100 square feet (141 square feet proposed).

The Plan Commission considered this request at their May 2, 2011 and June 6, 2011 meetings. At the initial meeting, the plans called for 196 square feet of sign area including a blade sign extending above the roof line of the building. The consensus of the Commission was not to recommend the blade sign and to reduce the overall area of signage. The applicant provided revised plans for the June 6, 2011 meeting. The Plan Commission agreed that the amended variations were justified based on the unique configuration of the property and building relative to Bridewell Drive and County Line Road.

After due consideration, the Plan Commission concluded that the signs comply with the standards of the Sign Ordinance. Accordingly, by a vote of 5 to 0, the Plan Commission *recommends approval* of S-03-2011 subject to compliance with the submitted plans.

Sincerely,

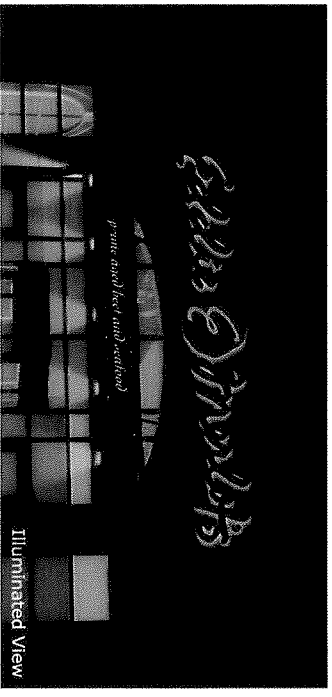
Greg Trzupek, Chairman
Village of Burr Ridge
Plan Commission/Zoning Board of Appeals

GT:JDP:sr

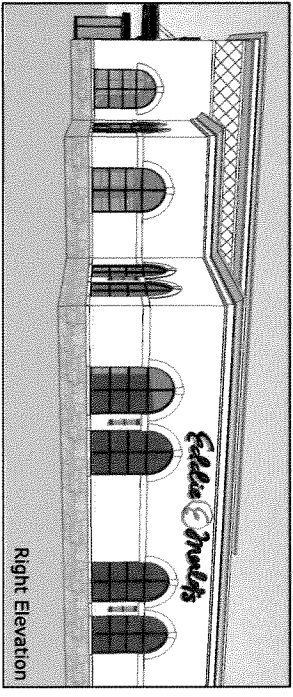
NOTE: Due to limitations of the Printing Process, Printed Colors May Vary from Those of Final Production.



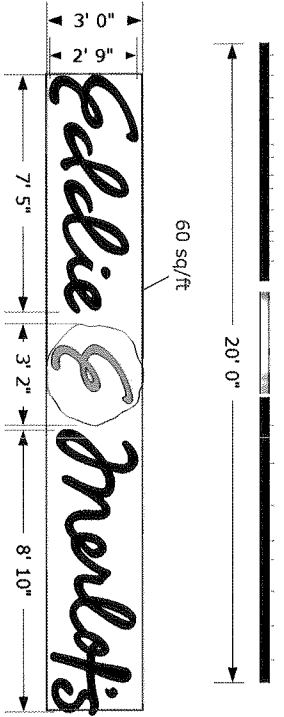
Front Elevation



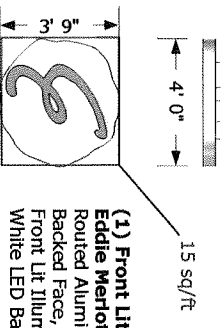
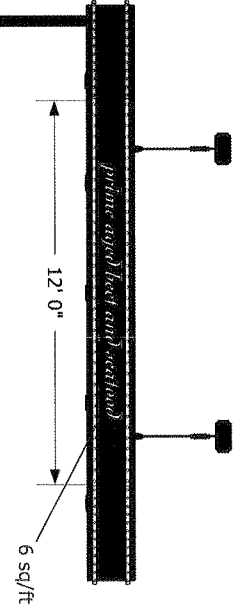
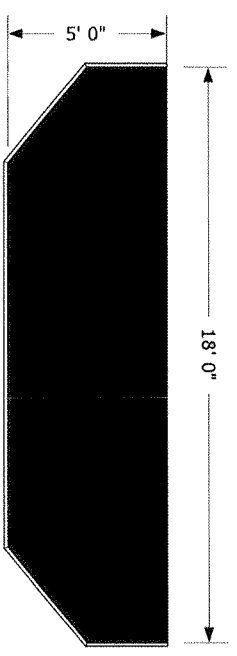
Illuminated View



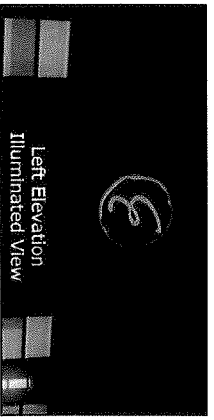
Right Elevation



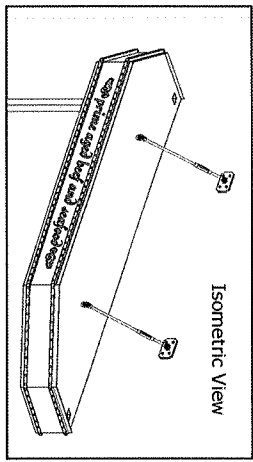
(2) Sets LED Channel Letters
Aluminum Construction with White LED Backlight & Front Lit/Backlit Eddie Merlot's Logo, Routed Aluminum/Acrylic Backed Face, Amber LED Front Lit Illumination, White LED Backlight



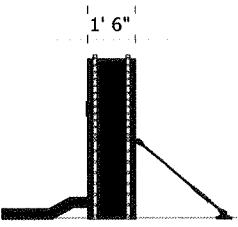
(1) Front Lit/Backlit Eddie Merlot's Logo Routed Aluminum/Acrylic Backed Face, Amber LED Front Lit Illumination, White LED Backlight



Left Elevation Illuminated View



Isometric View



(1) Entrance Canopy Routed Aluminum & Acrylic Backed "prime aged beef and seafood" with Simulated Perimeter Lights, Recessed Can Downlighting

CSR CREATIVESIGN
RESOURCES

4707 East Westmonte Blvd
Fort Wayne, Indiana 46803
ph. 260.426.0618
fx. 260.420.0551

CSGA

Client/Project Name	Project Manager	Beginning Date
Eddie Merlot's	Scott West / Ron Mitchell	3/15/11
Prime Aged Beef and Seafood	Designer	
(continued)	Rick Stemmler	EDMLOJSD011A
Burr Ridge, Illinois	Scale	Page Number
	1/4" = 1'	1 of 1

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BURR RIDGE PARK DISTRICT

Promoting quality living thru quality leisure



May 24, 2011

Mr. Steve Stricker
Village Administration
Village of Burr Ridge
7660 County Line Road
Burr Ridge, IL 60527

Dear Mr. Stricker,

Please regard this letter as an official request for funding support for the Park District's annual Market OnThe Green to be held June 16 - September 1, 2011. The Farmers Market will be held at Village Center and the support the Village gives will go towards a children's Entertainment Stage.

We appreciate last year's financial support the Village has provided for this event and hope the relationship can continue for 2011.

Thank you for your consideration. Should you have any questions, please do not hesitate to contact me at 630-920-1969.

Sincerely,

Lavonne Campbell
Superintendent of Recreation

85

AGREEMENT BETWEEN
THE VILLAGE OF BURR RIDGE, ILLINOIS
AND
THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
May 1, 2010 through April 30, 2014

Final Draft Agreement

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I RECOGNITION	2
Section 1.1. Recognition	2
Section 1.2. Fair Representation	2
Section 1.3. Union Stewards	2
Section 1.4. Gender	2
ARTICLE II MANAGEMENT- RIGHTS	3
Section 2.1. Management Rights	3
ARTICLE III UNION RIGHTS	4
Section 3.1. Dues Deductions	4
Section 3.2. Revocation of Dues	4
Section 3.3. Fair Share	4
Section 3.4. Indemnity	5
Section 3.5. Labor-Management Committee	5
Section 3.6. Bulletin Board	5
ARTICLE IV FIRE AND POLICE COMMISSION	6
Section 4.1. Fire and Police Commission	6
ARTICLE V HOURS OF WORK AND OVERTIME	7
Section 5.1. Application of Article	7
Section 5.2. Normal Workday	7
Section 5.3. Normal Work Cycle	7
Section 5.4. Shift Exchanges	7
Section 5.5. Overtime Pay	7
Section 5.6. Compensatory Time	7
Section 5.7. Court Time	8
Section 5.8. Overtime Assignments	8
Section 5.9. Meetings	8
Section 5.10. Call Back Pay	8

TABLE OF CONTENTS

Section 5.11. No Pyramiding	8
ARTICLE VI GRIEVANCE PROCEDURE.....	9
Section 6.1. Definition	9
Section 6.2. Procedure	9
Section 6.3. Arbitration.....	9
Section 6.4. Arbitrator's Authority	10
Section 6.5. Time Limits.....	10
Section 6.6. Decision and Fee.....	10
Section 6.7. Union Grievance	10
Section 6.8. Rights	10
Section 6.9. Aggrieved Employee	11
Section 6.10. Miscellaneous	11
Section 6.11. Suspension or Termination	11
ARTICLE VII NO STRIKE CLAUSE.....	12
Section 7.1. No Strike	12
Section 7.2. No Lockout	12
Section 7.3. Judicial Restraint.....	12
Section 7.4. Discipline of Strikers	12
ARTICLE VIII HOLIDAYS	13
Section 8.1. Holidays	13
Section 8.2. Personal Days.....	13
ARTICLE IX VACATIONS	14
Section 9.1. Eligibility and Allowances.....	14
Section 9.2. Vacation Pay	14
Section 9.3. Vacation Scheduling	14
Section 9.4. Vacation Pay Upon Termination	14
Section 9.5. Accumulation.....	14

TABLE OF CONTENTS

Section 9.6. Village Emergency.....	14
ARTICLE X SENIORITY, LAYOFFS AND RECALLS	15
Section 10.1. Seniority	15
Section 10.2. Probationary Period	15
Section 10.3. Layoffs	15
Section 10.4. Recall	15
Section 10.5. Effects of Layoff.....	15
Section 10.6. Posting of Seniority List	16
Section 10.7. Termination of Seniority	16
ARTICLE XI SICK LEAVE	17
Section 11.1. Sick Leave.....	17
Section 11.2. Use of Sick Leave Days.....	17
ARTICLE XII ADDITIONAL LEAVES OF ABSENCE.....	18
Section 12.1. Discretionary Leaves	18
Section 12.2. Application for Leave	18
Section 12.3. Jury Duty.....	18
Section 12.4. Funeral Leave.....	18
Section 12.5. Benefits While On Unpaid Leave	18
Section 12.6. Non-Employment Elsewhere	19
Section 12.7. Military Leave.....	19
Section 12.8. Family Medical Leave Act.....	19
ARTICLE XIII WAGES AND ECONOMIC BENEFITS	20
Section 13.1. Wages.....	20
Section 13.2. Officer-In-Charge Pay	20
Section 13.3. Educational Assistance Program.....	20
Section 13.4. Mileage Reimbursement	20
Section 13.5. Deferred Compensation Plan	20

TABLE OF CONTENTS

Section 13.6. Employee Anniversary Recognition Program	20
Section 13.7. Retiree Bonus.....	20
Section 13.8. Field Training Officer Pay	20
ARTICLE XIV UNIFORMS AND EQUIPMENT	21
Section 14.1. Uniforms and Equipment.....	21
ARTICLE XV INSURANCE	22
Section 15.1. Coverage	22
Section 15.2. Village Insurance Benefit Reciprocity.....	22
Section 15.3. Terms of Insurance Policies to Govern.....	22
Section 15.4. Flex Plan	22
ARTICLE XVI OUTSIDE EMPLOYMENT.....	23
Section 16.1. Outside Employment	23
Section 16.2. Extra Duty Details.....	23
ARTICLE XVII STATUTORY RIGHTS	24
Section 17.1. Bill of Rights.....	24
Section 17.2. Personnel Files	24
Section 17.3. Non-Discrimination	24
Section 17.4. Access to Grievance Procedure	24
Section 17.5. Union Representation.....	24
ARTICLE XVIII MISCELLANEOUS PROVISIONS	25
Section 18.1. Ratification and Amendment	25
Section 18.2. Americans with Disabilities Act.....	25
Section 18.3. Employee Assistance Plan	25
Section 18.4. Impasse Resolution	25
Section 18.5. Application of Agreement to MEG Unit and Other Special Assignment Employees.....	25
Section 18.6. Drug and Alcohol Testing.....	25
Section 18.7. Fitness for Duty.....	25

TABLE OF CONTENTS

Section 18.8. Physical Fitness Program.....	26
Section 18.9. Training.....	26
Section 18.10. Restricted Duty	26
Section 18.11. No Solicitation	26
ARTICLE XIX SAVINGS CLAUSE.....	28
Section 19.1. Savings Clause.....	28
ARTICLE XX ENTIRE AGREEMENT	29
Section 20.1. Entire Agreement.....	29
ARTICLE XXI TERMINATION.....	30
Section 21.1. Termination in 2010.....	30
APPENDIX A	31
APPENDIX B	32
SIDE LETTER OF AGREEMENT	33
SIDE LETTER.....	34

PREAMBLE

THIS AGREEMENT, entered into by the Village of Burr Ridge, Illinois (hereinafter referred to as the "Village" or the "Employer") and the ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL (hereinafter referred to as the "Union") is in recognition of the Union's status as the representative of certain of the Village's full-time sworn peace officers and has as its intent to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; to maintain the highest standards of personal integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, the Village and the Union do mutually promise and agree as follows:

ARTICLE I

RECOGNITION

Section 1.1. Recognition. Pursuant to an election and certification by the Illinois Labor Relations Board in Case No. S-RC-06-125, and the certification issued thereon to the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the “Union”), by the Illinois Labor Relations Board, the Village recognizes the Union as the sole and exclusive collective bargaining representative for all full-time sworn patrol officers below the rank of corporal employed by the Village (hereinafter referred to as “officers” or “employees”), but excluding all supervisory, managerial and confidential employees as defined by the Illinois Public Labor Relations Act (“Act”), including all sworn peace officers in the rank of corporal or above, any employees excluded from the definition of “peace officer” as defined in Section 3(k) of the Illinois Public Labor Relations Act, and all other employees of the Village.

Section 1.2. Fair Representation. The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Union.

Section 1.3. Union Stewards. For the purposes of this Agreement, the term “Union Stewards” shall refer to the Union’s locally elected representatives. The Union shall immediately inform the Police Chief in writing of the names of such stewards upon their election, as well as immediately inform the Police Chief in writing of any subsequent changes thereto.

Section 1.4. Gender. Unless the context clearly indicates otherwise wherever the male gender or female gender is used in this Agreement, it shall be construed to include both males and females equally.

ARTICLE II

MANAGEMENT- RIGHTS

Section 2.1. Management Rights. Except as expressly limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the right to make and implement decisions with respect to the following matters without having to negotiate over such decisions or the effects of such decisions: to establish, plan, direct, control and determine the budget and all the operations, services, and missions of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work, to assign overtime; to transfer and reassign employees; to establish work and productivity standards and, from time to time, to change those standards; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which departmental services shall be provided or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate employees; to establish performance standards for employees; to change or eliminate existing methods, equipment or facilities and to introduce new equipment or facilities or introduce ones; to determine training needs and assign employees to training; to determine work hours (shift hours); to determine internal investigation procedures; to determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this Agreement; to discipline, suspend and/or discharge non-probationary employees for just cause in accordance with the applicable provisions of the Illinois Municipal Code (probationary employees without cause); and to relieve or lay off employees.

The Village shall also have the right to take any and all actions as may be necessary to carry out the mission of the Village and the Police Department in the event of civil emergency as may be declared by the Village President, the Village Administrator, Police Chief or their authorized designees, which may include, but are not limited to, riots, civil disorders, tornado conditions, floods or other catastrophes or other emergencies. In the event of such emergency action, the provisions of this Agreement, other than the compensation provisions, may be suspended, provided that all the provisions of this Agreement shall be immediately reinstated once the local disaster or emergency condition ceases to exist.

ARTICLE III

UNION RIGHTS

Section 3.1. Dues Deductions. Upon receipt of proper written authorization from an employee, the Village shall deduct each month's Union dues in the amount certified by the Treasurer of the Union from the pay of all officers covered by this Agreement who, in writing, authorize such deductions. Such money shall be submitted to the Illinois Fraternal Order of Police Labor Council, Attn: Accounting, 974 Clocktower Drive, Springfield Illinois, 62704-1304 within fifteen (15) days after the deductions have been made.

Section 3.2. Revocation of Dues. An employee desiring to revoke the dues check off may do so by written notice to the Village and the Union at any time upon thirty (30) days' notice.

Section 3.3. Fair Share. During the term of this Agreement, employees who are not members of the Union shall, commencing thirty (30) days after their employment or thirty (30) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by said Agreement, provided that the fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the Village from the earnings of non-members and remitted to the Fraternal Order of Police Labor Council, Attn: Accounting, 974 Clocktower Drive, Springfield Illinois, 62704-1304. The Union shall periodically submit to the Village a list of the members covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

The Illinois Fraternal Order of Police Labor Council agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payers. Accordingly, the Illinois Fraternal Order of Police Labor Council agrees to do the following:

1. Give timely notice to fair share fee payers of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
2. Advise fair share fee payers of an expeditious and impartial decision-making process whereby fair share fee payers can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payers to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Illinois Fraternal Order of Police Labor Council with respect to

fair share fee payers as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 3.4. Indemnity. The Union hereby indemnifies and agrees to save the Village harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, and shall reimburse the Village for all legal costs that shall arise out of, or by reason of, action taken or not taken by the Village in compliance with the provisions of this Article.

Section 3.5. Labor-Management Committee. At the request of either party, the designated Union Steward and the Police Chief or their designees shall meet at least twice a year to discuss matters of mutual concern that do not involve negotiations. The designated Union Steward may invite other bargaining unit members (not to exceed two) to attend such meetings. The Police Chief may invite other Village representatives (not to exceed two) to attend such meetings, unless otherwise agreed to in a specific instance. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) days prior to the date of the meeting. Such meetings shall be limited to:

1. Discussion on the implementation and general administration of this Agreement;
2. A sharing of general information of interest to the parties; and
3. Safety issues.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management meetings." Nor shall such meetings be used for purpose of seeking to negotiate changes to the terms of this Agreement.

Attendance at labor-management meetings shall be voluntary on the employee's part. Attendance at such meetings shall not interfere with required duty time. Attendance during duty time will be permitted only upon the prior approval of the Chief of Police or designee.

Section 3.6. Bulletin Board. The Village will make available bulletin board space on one (1) of the visible and accessible bulletin boards in the Squad room for the posting of official Union notices and information of a non-political and non-inflammatory nature. The Union will limit the posting of Union notices to said bulletin board.

ARTICLE IV

FIRE AND POLICE COMMISSION

Section 4.1. Fire and Police Commission. The parties recognize that the Village of Burr Ridge Fire and Police Commission has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter, and enforce rules and regulations and to hire or promote employees. Nothing in this Agreement is intended in any way to replace or diminish any such authority, except as otherwise expressly provided in Section 6.11 (Suspension and Termination).

ARTICLE V

HOURS OF WORK AND OVERTIME

Section 5.1. Application of Article. This Article is intended only as a basis of calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day, week, tour of duty, work period or year.

Section 5.2. Normal Workday. The normal workday shall consist of eight hours, including a 30-minute paid meal period, scheduled by the employee's immediate supervisor sometime between the third and fifth hour of the shift. This meal period shall be considered out of service time during which the employee will be subject only to emergency calls. Employees will be allowed to take two (2) breaks of fifteen (15) minutes duration each, with one break during the first four (4) hours of a tour of duty, and one break during the second four (4) hours of a tour of duty. Employees on break shall remain available for any and all calls for service and respond accordingly.

Unless the parties mutually agree otherwise, the shifts, workdays and hours to which employees are assigned shall be based upon the departmental rotating shift schedule that was in effect immediately prior to the effective date of this 2006-2010 collective bargaining agreement.

While it is recognized that it may be necessary to change an employee's shift for such reasons as the need to rebalance shifts due to retirements or for other operational reasons, once an employee's shift schedule has been assigned, an employee's assigned shift will not be changed solely to avoid the payment of overtime.

Section 5.3. Normal Work Cycle. The normal work cycle shall be 28 days.

Section 5.4. Shift Exchanges. An employee shall be permitted to exchange shifts with another employee, subject to the approval of the Chief of Police or designee, and subject to the following provisions:

1. The change does not result in additional overtime compensation being paid to any of the employees involved in the shift exchange.
2. The vacation picks of employees changing shifts will be limited to the days previously picked by the other employee and/or on days on the new shift where there is an open slot.

Section 5.5. Overtime Pay. An employee shall be paid 1-1/2 times the regular straight-time hourly rate of pay for all hours worked, in increments of no less than one-half of an hour, as long as the employee works fifteen (15) minutes or more in each half-hour increment, in excess of 8 hours in an employee's normal workday. No overtime shall be worked or paid without the prior authorization of the employee's immediate supervisor. For the purposes of this Section, an employee's normal workday shall be deemed to be the 24 hour period commencing with the start of the employee's shift. Employees will also receive overtime pay in compliance with the FLSA in terms of hours worked in excess of a forty (40) hour work week.

Section 5.6. Compensatory Time. During a fiscal year beginning May 1, an employee shall have the option of accruing up to a maximum of thirty-two (32) hours of compensatory

time in lieu of overtime pay. Use of accumulated compensatory time shall be at times mutually agreed upon by the employee and the Police Chief or his designee.

If accrued compensatory time is not used by the end of the fiscal year, it will be paid off at the employee's straight time hourly rate of pay as of the last day of the fiscal year, except commencing May 1, 2011, an officer may carryover up to 16 hours of compensatory time from one fiscal year to the next. Any unused compensatory time that an employee has at time of separation from Village employment (including retirement) shall be paid off at the employee's straight time hourly rate of pay as of the employee's last day of employment.

Section 5.7. Court Time. Effective upon execution of this Agreement, employees who are required to make court appearances on behalf of the Village during off-duty hours that they are not scheduled to work will receive a minimum guarantee of two (2) hours pay at time and one half for each such appearance, except that the minimum shall be three (3) hours at time and one half for misdemeanor and/or felony court appearances in Wheaton, Illinois.

If an employee is required to call in to inquire about the status of a court call where the employee may be asked to appear, the employee shall receive a minimum guarantee of two hours straight time pay if the employee's appearance is not required.

The foregoing minimum guarantees shall not apply if court time continuously precedes or follows an employee's working hours, either regularly scheduled or overtime, in which case the employee will be paid only for actual hours worked.

Section 5.8. Overtime Assignments. The Chief of Police or the Chiefs designee(s) shall have the right to require overtime work and employees may not refuse overtime assignments. The opportunity to work posted overtime will be distributed as equitably as practicable among employees per the current practice of first come, first served basis. In addition, notwithstanding the above, the Village retains the right to assign specific individuals to perform specific overtime assignments due to their qualifications or to complete work in progress. If an employee establishes that he/she has not received an overtime opportunity he/she should have, such employee may have first preference for the next overtime assignment.

Section 5.9. Meetings. Any employees required to be at an all-employee departmental meeting during off duty hours shall be compensated for actual time of attendance at said meeting with a minimum of two (2) hours pay at the applicable rate of pay.

Section 5.10. Call Back Pay. A call-back is defined as an official assignment of work that does not continuously precede or follow an officer's scheduled working hours and involves the officer returning to work after the officer has worked a shift. A call-back shall be compensated at one and one-half (1 1/2) times an employee's regular straight-time hourly rate of pay for all hours worked on call-back, with a guarantee of not less than two (2) hours work or two (2) hours pay, whichever is applicable.

Section 5.11. No Pyramiding. Compensation shall not be paid more than once or compensatory time taken for the same hours under any provisions of this Article or Agreement.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 6.1. Definition. A “grievance” is defined as a dispute or difference of opinion concerning the interpretation or application of the express provisions of this Agreement raised by an employee (or by the Union pursuant to Section 6.7 of this Agreement) against the Village involving an alleged violation or misapplication of an express provision of this Agreement.

Section 6.2. Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

- Step 1: Any employee who has a grievance shall submit the grievance in writing to the employee’s shift commander. The grievance shall contain a full statement of all relevant facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. To be timely, the grievance must be presented no later than ten (10) calendar days after the first act or event that is the basis of the grievance or ten (10) calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the first act or event that is the basis of the grievance. The shift commander shall respond to the grievance in writing within ten (10) calendar days.
- Step 2: If the grievance is not satisfactorily settled in Step 1, it may be appealed in writing to the Chief, or the Chiefs designee, within seven (7) calendar days after a decision was rendered by the immediate supervisor in Step 1. Within ten (10) calendar days after presentation of the written grievance to the Chief, the Chief, or the Chiefs designee, shall provide a written response.
- Step 3: If the grievance is not settled in Step 2, the written grievance shall be presented by the Union Steward and/or other Union representative to the Village Administrator, or the Village Administrator’s designee, not later than ten (10) calendar days after the Chief of Police, or the Chiefs designee, replies to the grievance. The Village Administrator or the Village Administrator’s designee shall make such investigation of the facts and circumstances as he/she, deems necessary, and may meet with the employee and/or the Union Steward and/or other Union representative. The Village Administrator or the Village Administrator’s designee will give a written answer to the grievance within ten (10) calendar days after the date of the meeting to the Union and the employee, or, if there is no meeting, within fourteen (14) calendar days after the date the grievance was received by the Village Administrator, or the Village Administrator’s designee.

Section 6.3. Arbitration. A grievance not settled in Step 3 may be appealed by the Union to arbitration by serving on the Village, not later than twenty-one (21) calendar days after the date of the reply of the Village Administrator or the Village Administrator’s designee, a written request to arbitrate. If the parties fail to agree within fifteen (15) days after receipt of the written request to arbitrate upon an arbitrator to hear the grievance, they shall request the Federal Mediation and Conciliation Service (“FMCS”) to submit a panel of seven (7) proposed arbitrators. The parties agree to request the FMCS to limit the panel to members of the National

Academy of Arbitrators who reside in Illinois, Wisconsin, or Indiana. Each party may strike one (1) panel in its entirety and request that a new panel be submitted. The parties shall select the arbitrator by alternately striking a name until one (1) name remains, who shall be the arbitrator. The party requesting arbitration shall strike the first name.

Section 6.4. Arbitrator's Authority. The arbitrator shall consider and decide only the questions of fact raised by the grievance, as originally submitted at Step 1, and confirmed in writing at Step 2, as to whether there has been a violation, misinterpretation or misapplication of the express provisions of this Agreement. The arbitrator shall have no power or authority to render a decision (1) contrary to the express provisions of this Agreement or (2) restricting, limiting or interfering in any manner with the powers, duties or responsibilities granted to or imposed on the Village or the Village Fire and Police Commission under this Agreement, applicable law or public policy. The arbitrator shall not have the power to amend, delete, add to or change in any way any of the terms of this Agreement or to impair, minimize or reduce any of the rights reserved to management under the terms of Article II or other terms of this Agreement, either directly or indirectly, nor shall the arbitrator have the power to substitute the arbitrator's discretion for that of management. In addition, the arbitrator shall have no authority to impose upon any party any obligation not provided for explicitly in this Agreement, or to issue any decision or propose any remedy which is retroactive beyond the period specified in Step 1 of this grievance procedure. Any decision or award of the arbitrator rendered within the limitations of this Section 6.4 shall be binding upon the Union, the employee and the Village.

Section 6.5. Time Limits. If a decision is not rendered by the Village within the time limits provided for in this grievance procedure, the aggrieved employee, or the Union, may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step as provided above. If at any step the aggrieved employee or the Union does not submit the grievance or appeal the Village's decision in the manner and time limits provided for in the grievance procedure, the grievance shall be considered settled on the basis of the last decision of the Village without any further appeal or reconsideration. The time limits at any level of the grievance procedure may be extended by mutual written agreement between the Union and the Village. In addition, the Union and the Village may mutually agree to skip a step or steps of the grievance procedure, in writing, in a specific instance.

Section 6.6. Decision and Fee. The decision of the arbitrator, within the limits prescribed in this Article VI, shall be binding on all parties to the grievance, including the Village, the Union and the aggrieved employee. The fee and expenses of the arbitrator shall be borne equally by the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 6.7. Union Grievance. If the Union believes that the Village has violated a specific provision of this Agreement that concerns a specific Union right (e.g., dues check off, bulletin board, etc.), the Union may file a grievance on its own behalf in accordance with the provisions set forth in this Article.

Section 6.8. Rights. No settlement or agreement shall be binding on the Union unless the Union has had the opportunity to be present and agree to such settlement. It is acknowledged that the Union has the right to exercise its discretion to refuse to process an employee grievance that the Union believes is not meritorious.

Section 6.9. Aggrieved Employee. An employee who files a grievance must have a direct interest in the grievance in that the outcome of the grievance directly affects the employee's own wages, hours or work conditions as set out and determined by the provisions of this Agreement. Each grievance shall be considered a separate matter and shall be handled separately and distinctly. Separate grievances shall not be arbitrated together, except by mutual written agreement of the Village and the Union.

Section 6.10. Miscellaneous. No member of the bargaining unit serving as an Officer-In-Charge (OIC) shall have any authority to respond on behalf of the Village to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

Section 6.11. Suspension or Termination.

The parties agree that the Chief of Police (or the Chief's designee) shall have the right to suspend a non-probationary officer for up to thirty (30) days or dismiss a non-probationary officer for just cause, without filing charges with the Village Board of Fire and Police Commissioners. The decision of the Police Chief or the Chief's designee with respect to the suspension or dismissal action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure, provided a grievance is filed in writing within ten (10) calendar days after such discipline is imposed. The sole recourse for appealing any such decision by the Chief of Police shall be for the employee to file a grievance as described herein.

If the employee elects to file a grievance as to his or her suspension or dismissal, the grievance shall be processed in accordance with Article VI of this Agreement, except that it shall be filed at Step 3 of the procedure. If the grievance proceeds to arbitration and the arbitrator determines that the disciplinary action was not supported by just cause the arbitrator shall have the authority to rescind or to modify the disciplinary action and order back pay, or a portion thereof. No relief shall be available from the Board of Fire and Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedure set forth in Article 6 of the Agreement. Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA.

Pursuant to Section 15 of the IPLRA and 65 ILCS 10-2.1-17, the foregoing provision with respect to the appeal and review of suspension or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be contained in the Rules and Regulations of the Village Board of Fire and Police Commissioners.

Discipline of probationary officers, as well as any verbal warnings, written reprimands, written warnings or other discipline not involving an unpaid suspension or dismissal shall not be subject to the grievance and arbitration procedure.

ARTICLE VII

NO STRIKE CLAUSE

Section 7.1. No Strike. Neither the Union nor any of its officers or agents or any employee will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, slow-down, speed-up, concerted stoppage of work, concerted refusal to perform overtime or other work, concerted, abnormal or unapproved enforcement procedures or policies, work-to-the-rule situation, mass resignations, mass absenteeism, picketing or any other interruption or disruption of the operations of the Village, regardless of the reason for doing so. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligation under this Agreement and to direct them to return to work.

Section 7.2. No Lockout. The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 7.3. Judicial Restraint. Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

Section 7.4. Discipline of Strikers. Any employee who violates the provisions of Section 7.1 of this Article shall be subject to disciplinary action. Any disciplinary action taken by the Village against any officer who participates in any action prohibited by Section 7.1 shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance and arbitration procedure set forth in this Agreement, except the issue of whether a covered member in fact participated in a prohibited action shall be subject to the grievance and arbitration process, except as denoted in the Agreement. Nothing in this Section is intended to interfere with the statutory jurisdiction and authority of the Burr Ridge Board of Fire and Police Commissioners.

ARTICLE VIII

HOLIDAYS

Section 8.1. Holidays. The following six (6) listed holidays are the recognized holidays for purposes of this Article. Employees may be scheduled to work on the holidays.

New Years Day
Memorial Day
July 4th
Labor Day
Thanksgiving Day
Christmas

If an employee is not scheduled to work on any of the forgoing six (6) holidays, the employee shall receive 8 hours pay at the employee's regular straight time hourly rate of pay. If the employee works any of said holidays, the employee will be paid two hours of holiday pay for each hour worked on said holidays, in addition to his regular pay for the holiday in question.

Employees will also receive four (4) hours of compensatory time for Christmas Eve and four (4) hours of compensatory time for New Year's Eve, said compensatory time to be used between December 23 and the following April 30, and scheduled and approved in advance by the Chief or the Chief's designee.

Section 8.2. Personal Days. In addition, in lieu of additional holidays, each January 1 employees shall receive five (5) personal days to be scheduled at times approved by the Chief or the Chief's designee. New employees after ninety (90) days of employment shall receive personal days in accordance with the following schedule:

<u>Date Employed</u>	<u>Number of Personal Days</u>
Between January 1 and April 30	Five (5)
Between May 1 and August 31	Three (3)
Between September 1 and November 30	Two (2)
Between December 1 and December 31	None

A personal day must be scheduled and approved in advance by the Chief or the Chief's designee. The Chief or his designee will make a good faith effort to respond to timely requests for personal leave within five (5) calendar days of receipt. Personal days do not accumulate and any personal days not used during the calendar year or prior to the date of termination shall be forfeited.

ARTICLE IX

VACATIONS

Section 9.1. Eligibility and Allowances. All employees shall be eligible to receive one (1) week of paid vacation after completion of six (6) months of continuous service in a bargaining unit position. Thereafter, employees will be eligible to receive paid vacation as of the start of the calendar year following the employee's first anniversary of continuous service in a bargaining unit position based on the following schedule:

<u>Length of Continuous Service</u>	<u>Amount of Vacation</u>
After 1 year	Two (2) weeks
After 5 years	Three (3) weeks
After 10 years	Four (4) weeks
After 17 years	Five (5) weeks

Up to a maximum of forty (40) hours of accrued vacation may be carried over by an employee from one calendar year to the next.

Section 9.2. Vacation Pay. The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect on the payday immediately preceding the employee's vacation. Employees will be paid their vacation pay as part of their regular paycheck for the period in which that vacation is taken.

Section 9.3. Vacation Scheduling. All vacation schedules shall be arranged in advance and approved by the Chief of Police or designee. On each shift, up to two (2) weeks of vacation will be granted by departmental seniority if it is requested prior to March 1. After March 1, vacations will be granted on a "first come, first serve" basis. Requests for vacation time off in excess of two (2) weeks must receive the prior approval of the Village Administrator.

Notwithstanding the foregoing, it is expressly understood that the final right to designate vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the Chief of Police in order to insure the orderly performance of the services provided by the Village.

Section 9.4. Vacation Pay Upon Termination. Upon separation from employment, employees will be paid for unused vacation days provided at least two (2) weeks' notice is provided to the Village.

Section 9.5. Accumulation. Vacation credit shall not be accumulated during any layoff period or during any unpaid leave of absence.

Section 9.6. Village Emergency. In the case of an emergency, the Village Administrator or Police Chief may cancel and reschedule any or all approved vacation leaves in advance of their being taken, and/or recall any employee from vacation in progress.

ARTICLE X

SENIORITY, LAYOFFS AND RECALLS

Section 10.1. Seniority. Unless stated otherwise in this Agreement, seniority for the purpose of this Agreement shall be defined as a police officer's length of continuous full-time service in rank with the Village since the officer's last date of hire as a police officer in rank. Seniority shall not include periods of unpaid leave time in excess of thirty (30) days.

Section 10.2. Probationary Period. The probationary period shall be eighteen (18) months in duration from the first day of employment or date of graduation from the Police Academy, whichever is later. The probationary period may be extended by the Village in its sole discretion for a period not to exceed an additional six (6) months. Time absent from duty in excess of thirty (30) calendar days annually shall not apply towards satisfaction of the probationary period. During the probationary period, an officer is subject to discipline, including discharge, without cause and with no recourse to the grievance procedure or any other forum. Otherwise, probationary employees shall be covered by the provisions of this Agreement.

Section 10.3. Layoffs. Where there is an impending layoff of employees covered by this Agreement; the Village shall give both the Union and the affected employees at least thirty (30) days notice of the effective date of the layoff. The Union will be provided with the names of the employees to be laid off. Probationary employees, temporary and part-time employees shall be laid off first, then non-probationary employees shall be laid off in accordance with their seniority as defined in Section 1 of this Article.

No new employees will be hired to perform those duties normally performed by an officer while any bargaining unit employee is on layoff status with recall rights.

Section 10.4. Recall. Employees who are laid off shall be placed on a recall list for a period of two (2) years or the employee's length of service, whichever is less. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff. Employees who are eligible for recall shall be given fourteen (14) calendar days notice of recall and notice of recall shall be by certified or registered mail with a copy to the Union, provided that the employee must notify the Chief of Police or the Chief's designee of the employee's intention to return to work within seven (7) calendar days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Chief of Police or the Chief's designee with the latest mailing address. If an employee fails to respond in a timely manner to a recall notice, the employee's name shall be removed from the recall list.

Section 10.5. Effects of Layoff. During the period of time that non-probationary employees have recall rights as specified above, the following provisions shall be applicable to any non-probationary employees who are laid off by the Village:

1. An employee shall be paid for any earned but unused vacation days, and any compensatory time which was earned in lieu of overtime pay.

2. An employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for single and, if desired, family coverage.
3. If an employee is recalled, the amount of accumulated sick leave days that the employee had as of the effective date of the layoff shall be restored.
4. Upon recall, the employee's seniority shall be adjusted by the length of the layoff.

Section 10.6. Posting of Seniority List. The Village agrees to post annually a list covering the names of officers who are covered by this Agreement, in order of seniority from last date of hire in a position covered by this Agreement. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within fourteen (14) calendar days after the Union's receipt of the list.

Section 10.7. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes, if the employee:

- (a) quits;
- (b) is discharged;
- (c) voluntarily retires (or is retired should the Village adopt and implement a legal mandatory retirement age);
- (d) fails to report to work at the conclusion of an unauthorized leave or vacation, unless there are proven extenuating circumstances beyond the employee's control which prevent timely notification and return;
- (e) is laid off and fails to notify the Police Chief or his designee of his intention to return to work within three (3) calendar days after receiving notice of recall or seven (7) calendar days from the date of the mailing of the notice, whichever is less, or fails to return to work within fourteen (14) calendar days after his/her notification of intent to return to work or such further date that the Village sets for the employee's return to work;
- (f) is laid off for a period in excess of two (2) years, or the employee's length of service, whichever is less;
- (g) does not perform work for the Village for a period in excess of one (1) year, provided, however, this provision shall not be applicable to absences due to military service, established work related injury compensable under workers' compensation, disability pension, or a layoff where the employee has recall rights; or
- (h) is absent for two (2) consecutive working days without authorization unless there are proven extenuating circumstances beyond the employee's control that prevent notification.

Nothing in this Section is intended to interfere with the statutory jurisdiction and authority of the Burr Ridge Board of Fire and Police Commissioners.

ARTICLE XI

SICK LEAVE

Section 11.1. Sick Leave. Effective January 1, 2003, during the first year of employment an employee will start earning sick leave at the start of the third full month of employment and will be eligible to earn a total of ten (10) sick leave days during the first year of employment. Commencing with the first month of the second year of employment and each year thereafter, at the start of each of first term months of the year in question an employee will earn one sick leave day per month, i.e., a total of ten sick leave days per year.

Example: An employee whose first day of employment is February 13, 2003, will start earning sick leave as of May 1, 2003 and will earn a total of ten sick leave days during his/her first year of employment. Commencing March 1, 2004, and on March 1 of each succeeding year, such employee will earn one sick leave day for each of the ten consecutive months from March through December. No sick leave days will be earned on either January 1 or February 1.

As of January 1, 2003, sick leave days will only be earned in accordance with the provisions of this Agreement; any sick leave days that employees had accumulated but had not used as of January 1, 2003, under the Village's pre-existing sick leave policy will be retained but no new allotment of sick leave days will be granted that policy. In addition, since the parties have agreed that there will be no "windfall" as a result of the switch to the new sick leave policy, employees who received sick leave days under the old policy will receive additional sick leave days, and the number of days, shall be governed by the chart that is attached as Appendix C.

Section 11.2. Use of Sick Leave Days. Sick leave days may only be used if the employee is sick. In the event an employee is unable to work due to personal illness, the employee must inform the Police Chief or designee prior to the start of the scheduled work day. Failure to inform the Police Chief or designee supervisor each day of absence, or agreed intervals in the case of an extended illness, will result in loss of pay. Employees will comply with such reporting rules as may be established by the Police Chief. An employee leaving the employ of the Village for any reason shall not be entitled to any compensation for any accumulated but unused sick leave days.

In a case of very serious or prolonged illness or for family leave, an employee who uses all accumulated sick leave shall use all accumulated vacation and/or other paid time off for sick leave purposes before being removed from full-pay status. The time on leave for a prolonged personal illness may not exceed six months, unless an exception is made by the Village Administrator. Upon exhaustion of the above benefits, the employee may apply for eligible disability benefits.

The Village retains the right to take corrective steps to deal with abuse of sick leave or if an employee has prolonged and/or frequent and regular absences which hinder the carrying out of their responsibilities. Such corrective steps may include medical consultations, informal or formal disciplinary action, including dismissal.

ARTICLE XII

ADDITIONAL LEAVES OF ABSENCE

Section 12.1. Discretionary Leaves. The Village may grant, in its sole discretion, a leave of absence under this Article to any bargaining unit employee. The Village shall set the terms and conditions of the leave, including whether or not the leave is to be with or without pay and/or with or without benefits. All requests for such leave must be submitted in writing by the employee via his/her department head to the Village Administrator. Such leave will be granted only when it is not detrimental to the best interests of the Village.

Section 12.2. Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the Police Chief or the Chief's designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for a leave of absence shall, if granted, be furnished to the employee by the Police Chief or the Chief's designee and shall be in writing.

Section 12.3. Jury Duty. An employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time which the employee is required to be away from work and during which the employee would have otherwise been scheduled to work.

An employee shall notify the Police Chief or the Chief's designee if the employee is required to report for jury duty. In order to be compensated for performing jury duty, an employee must sign over to the Village any check received for performance of such jury duty, excluding any reimbursement for travel expenses.

Section 12.4. Funeral Leave. In the event of a death of a member of the immediate family of an employee or his/her spouse, the employee will be granted up to three (3) days off with pay to attend the funeral. For the purposes of this Section, immediate family shall be defined as the husband/wife, son/daughter, step son/step daughter, mother/father, mother-in-law/father-in-law, sister/brother, grandmother/grandfather of the employee and/or the employee's spouse. The Village retains the right to require proof of the funeral and the employee's attendance at the funeral.

Section 12.5. Benefits While On Unpaid Leave. Upon the employee's return, the Village will place the employee in the employee's previous job if the job is vacant; if the job is not vacant, the employee will be placed in the first available opening in the employee's classification according to the employee's seniority. If, upon expiration of the leave of absence, there is no work available for the employee or if the employee would have been laid off according to the employee's seniority except for the employee's leave, the employee shall go directly on layoff. During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to continuation or conversion coverage under applicable group medical (pursuant to COBRA) and life insurance plans to the extent provided in such plans, provided the employee makes arrangements for the change and arrangements to pay the entire insurance premiums involved, and any additional surcharges as allowed by law, including the amount of premium previously paid by the Village.

Section 12.6. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave may be subject to immediate discipline, including without limitation discharge.

Section 12.7. Military Leave. Military leaves will be granted in accordance with applicable laws.

Section 12.8. Family Medical Leave Act. The Village agrees to abide by the provisions of the Family and Medical Leave Act of 1993, as amended from time to time. The parties agree that the Village may adopt policies to implement the Family and Medical Leave Act of 1993 as provided in the Act and the applicable rules and regulations issued thereunder. The parties further agree that the enforcement of this Section shall be as provided in said Act and shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

ARTICLE XIII

WAGES AND ECONOMIC BENEFITS

Section 13.1. Wages. Effective upon execution of this Agreement, employees shall be paid in accordance with their placement on the salary schedule attached as Appendix B for the 2010-11, 2011-12, 2012-13 and 2013-14 fiscal years. During the term of this Agreement, employees not at the top of the salary schedule shall be eligible to advance to the next step on the anniversary date of their employment as sworn police officers, provided further, it has been determined through the performance appraisal process that they have met departmental standards during the preceding year.

The wage increases provided herein shall be retroactive to May 1, 2011. The step increases shall be retroactive to May 1, 2010. Retroactive compensation shall be for all paid hours for employees who are presently employed, who have retired or who have been promoted out of the bargaining unit since May 1, 2010.

Section 13.2. Officer-In-Charge Pay. If an employee is assigned to serve as an Officer-In-Charge ("OIC") for a minimum of four (4) hours, the employee shall be paid one hour of pay at the employee's regular straight-time hourly rate of pay.

Section 13.3. Educational Assistance Program. Employees covered by this Agreement shall be eligible to participate in any Educational Assistance Program that the Village may have in effect from time to time on the same terms and conditions that are applicable to Village employees generally, except commencing with the fiscal year beginning May 1, 2007, the Village will reimburse an officer up to a maximum of \$3,000 for under the Educational Assistance Program.

Section 13.4. Mileage Reimbursement. When available, employees shall use Village vehicles for Village business. If, however, a Village vehicle is not available and an employee has received approval from the Police Chief or designee to use his/her personal vehicle, said employee shall receive mileage reimbursement at the rate per mile allowed by the Internal Revenue Service.

Section 13.5. Deferred Compensation Plan. Employees covered by this Agreement shall be eligible to participate in any deferred compensation plan that the Village may have in effect from time to time on the same terms and conditions that are applicable to Village employees generally.

Section 13.6. Employee Anniversary Recognition Program. Employees shall receive a savings bond in the face amount of \$1,000 upon the anniversary of their fifth, tenth, fifteenth, twentieth, and twenty-fifth year of continuous full-time employment as a Village employee.

Section 13.7. Retiree Bonus. An employee who retires pursuant to the provisions of the Village of Burr Ridge Police Pension Plan at age 51 or older with at least twenty (20) years of service as a Burr Ridge police officer shall receive a retirement bonus of \$5,000.

Section 13.8. Field Training Officer Pay. Effective upon execution of this Agreement, any officer assigned to function as a Field Training Officer for a given regular work shift shall receive one (1) hour of additional pay, at straight time.

ARTICLE XIV

UNIFORMS AND EQUIPMENT

Section 14.1. Uniforms and Equipment. Upon being hired by the Village, employees shall receive their initial issue uniforms and equipment. The Village will replace at its expense the spring and winter coat, safety helmet, and leather gear upon turning in the item that needs to be replaced. Each uniformed employee shall have an annual uniform allowance of \$550 per fiscal year (\$600 effective May 1, 2011) to replace through purchase order approved uniform and equipments items using either of two (2) vendors specified by the Village. Such annual uniform allowance shall be pro rata if employed for less than a year. Purchase Orders must be received by employees on or before July 1st of each year of this Agreement.

Each employee assigned as a non-uniformed detective shall be issued a check in the amount of \$650 per fiscal year (\$700 effective May 1, 2011) as a clothing allowance to purchase non-uniform items of clothing for use in their plainclothes assignment. Such annual uniform allowance shall be pro rata if employed for less than a year.

The Village will, upon request, provide bullet-resistant vests, which shall be up to Level IIIA as existing vests are replaced pursuant to the existing replacement schedule, to employees at Village expense and such vests must be worn by employees while on uniformed duty. Such vests will normally be replaced five (5) years after date of issuance to the employee, or earlier if necessary due to physical damage to the vest or per the manufacturer's specified replacement schedule.

ARTICLE XV

INSURANCE

Section 15.1. Coverage. The Village agrees to continue to provide medical, dental, and life insurance coverage for employees through the Intergovernmental Personnel Benefit Cooperative (IPBG). Notwithstanding the foregoing, the Village retains the right to change insurance provider(s), carrier(s), third party administrators, or to self-insure for the provision of health, dental, and/or life insurance benefits, and the Village further reserves its right to institute, maintain and change cost containment, benefit and other provisions of the of such plan(s), provided that such changes are made in the plan(s) for other Village employees. For employee coverage, the Village will pay 100% of the specified premium cost until May 1, 2007; thereafter the Village will pay 90% of the cost of employee coverage and the employee shall pay the remaining 10% of the cost. For dependent coverage, the Village will pay 75% of the specified premium cost and the employee, if he/she elects to have dependent coverage, shall pay the remaining 25% of the cost.

Section 15.2. Village Insurance Benefit Reciprocity. In recognition of the desirability of maintaining a uniform policy Village-wide with respect to insurance benefits and notwithstanding the foregoing provisions contained in this Article, the parties agree that if the Village makes any changes, modifications or improvements with respect to any of the Village's health, life, or dental insurance programs that are applicable to all other full-time Village employees, then such changes, modifications, or improvements (including the cost sharing arrangements between the Village and the employee) shall likewise be applicable to the employees covered by this Agreement on the same terms and on the same date that they are applicable to all other full-time Village employees.

Section 15.3. Terms of Insurance Policies to Govern. The extent of coverage under the insurance plan documents referred to in this Agreement shall be governed by the terms and conditions set forth in those policies. Any questions or disputes concerning such insurance documents, or benefits under them, shall be resolved in accordance with the terms and conditions set forth in the policies and shall not be subject to the grievance and arbitration procedures set forth in this Agreement. The failure of any insurance carrier(s) or organization(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation under this Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or organization(s) from any liability it may have to the Village, Village employee or beneficiary of any Village employee.

Section 15.4. Flex Plan. The Village will offer employees, under the same terms and conditions that are offered from time to time to other Village employees, the opportunity to participate in the Village's Section 125 Flex Plan. The Village will continue to offer this program only so long as the program continues to be authorized by the Internal Revenue Service.

ARTICLE XVI

OUTSIDE EMPLOYMENT

Section 16.1. Outside Employment. The Chief of Police may restrict off-duty employment in the best interests of Department operations. Employees may be allowed to engage in off-duty employment up to a maximum of twenty (20) hours per week, subject to the prior written approval of the Chief of Police and such provisions as may be set forth by general order or applicable Village policies.

Section 16.2. Extra Duty Details. When the Departments posts an extra duty detail, it will be filled on a “first come, first served” basis. Any employees who accepts an extra duty assignment and who later rejects or declines it shall be responsible for finding a replacement and failure to do so shall result in the employee being ineligible for extra duty details for six (6) months. Any employee who works an extra duty detail shall be paid at the hourly rate specified in the posting for the detail in question.

ARTICLE XVII

STATUTORY RIGHTS

Section 17.1. Bill of Rights. The Village agrees to abide by the lawful requirements of the “Uniform Police Officer’s Disciplinary Act,” 50 ILCS 725/1 - 725/7 as amended.

Section 17.2. Personnel Files. The Village agrees to abide by the lawful requirements of the “Personnel Records Review Act,” 820 ILCS 40/1 – 40/13 as amended.

Section 17.3. Non-Discrimination. The Village and the Union agree not to discriminate against any employee covered by this Agreement in a manner which would violate federal or state laws on the basis of race, sex, creed, religion, color, marital status, age, national origin, disability and union activities or non-union activities.

Section 17.4. Access to Grievance Procedure. The parties agree that an alleged violation of any of the above Sections of this Article (i.e., Sections 17.1, 17.2, and 17.3) may not be taken to the arbitration step of the grievance procedure absent the specific written agreement of both the Village and the union.

Section 17.5. Union Representation. An employee shall be entitled to request the presence of a Union representative at any meeting, conference, interview or interrogation under circumstances where the actions of the affected employee are being investigated and the affected employee has objective reasons to believe that he/she may be subject to a suspension without pay or termination. For purposes of this Section, a “Union representative” shall mean one of the elected officers of the bargaining unit who have been previously identified in writing to the Police Chief. One Labor Council representative may also be present for any formal interrogation. A Labor Council representative may attend an informal investigatory interview, provided the presence or unavailability of such representative does not unreasonably delay such interview.

Except as specifically provided above, this procedure shall not apply to meetings and conferences held between supervisors and employees concerning an employee’s evaluation, nor shall it apply to any situations involving the employee’s performance of his duties, including fact gathering conferences between supervisors and employees, where there is no discussion of possible termination or suspension.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

Section 18.1. Ratification and Amendment. This Agreement shall become effective when ratified by the Village Board and the Union members and signed by authorized representatives thereof, and may be amended or modified during its term only with the mutual written consent of both parties.

Section 18.2. Americans with Disabilities Act. Notwithstanding any other provisions of this Agreement, it is agreed that the Village has the right to take any actions needed to be in compliance with the requirements of the Americans with Disabilities Act.

Section 18.3. Employee Assistance Plan. Employees covered by this Agreement shall be eligible to participate in any Employee Assistance Plan that the Village may have in effect from time to time on the same terms and conditions that are applicable to Village employees.

Section 18.4. Impasse Resolution. Upon the expiration of this Agreement the remedies for the resolution of any bargaining impasse shall be in accordance with the alternative impasse resolution procedure attached as Appendix A and incorporated herein by reference.

Section 18.5. Application of Agreement to MEG Unit and Other Special Assignment Employees. Notwithstanding anything to the contrary in this Agreement, employees who may be assigned to the Metropolitan Enforcement Group ("MEG") or to any other governmental or inter-governmental agency having an independent law enforcement authority or basis of jurisdiction, and employees assigned to perform law enforcement functions under the partial direction of another governmental entity shall be subject for the duration of such assignment to the practices, policies, procedures and directives which are generally applicable to officers assigned to that agency or which are applied pursuant to the authority of the other governmental entity, even though such practices, policies, procedures and directives may be inconsistent or in conflict with the provisions of this Agreement. The application of such practices, policies, procedures and directives shall not be subject to the grievance and arbitration procedures of the Agreement. Without in any way limiting the generality of the foregoing, the practice, policies, procedures and directives of MEG applicable to hours of work and overtime shall be deemed to supersede inconsistent or contrary provisions of Article V (Hours of Work and Overtime) of this Agreement.

Section 18.6. Drug and Alcohol Testing. Employees covered by this Agreement shall be covered by the Village's drug and alcohol testing policy that is applicable to other Village employees in safety sensitive positions and subject to DOT regulations on the same terms and conditions that are applicable to such other Village employees in safety sensitive positions.

Section 18.7. Fitness for Duty. If the Village reasonably believes that a bargaining unit employee is not fit for duty (or fit to return to duty following a leave of absence), the Village may require, after giving the effected employee written notice, at its expense, that the employee have a medical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the Village. The employee may, under such circumstances, present a certification of fitness from his/her own physician and/or psychologist to the physician and/or psychologist selected by the Village for his/her consideration in making the determination of the employee's fitness for duty. The foregoing requirement shall be in

addition to any requirement that an employee provide at his/her own expense a statement from his/her doctor upon returning from sick leave or disability leave. If it is determined that an employee is not fit for duty, the employee may be placed on sick leave (or unpaid medical leave if the employee does not have any unused sick leave days), or take other appropriate action.

Section 18.8. Physical Fitness Program. The Village may establish a reasonable mandatory physical fitness program which, if established, will include individualized goals. No employee will be disciplined for failure to meet any goals that may be established, as long as the employee makes a good faith effort to meet any such goals. Before any new program is implemented, the Village shall review and discuss the program at a meeting of the Labor-Management Committee.

Section 18.9. Training. Employees attending training sessions away from the Police Department shall be allowed to utilize a police department vehicles, when available, for travel to and from the training site. If a department vehicle is not available, employees shall be paid the prevailing IRS mileage allowance for the use of their personal vehicle.

Section 18.10. Restricted Duty. The Village may require an employee who is on sick leave or Worker's Compensation leave (as opposed to disability pension) to return to work in an available restricted duty assignment that the employee is qualified to perform, provided the Village's physician has determined that the employee is physically able to perform the restricted duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within three months.

An employee who is on sick leave or Worker's Compensation leave (as opposed to disability pension) has the right to request that he be placed in an available restricted duty assignment that the employee is qualified to perform and such a request shall be reasonably granted, provided that the Village's physician has reasonably determined that the employee is physically able to perform the restricted duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within three months. Nothing herein shall preclude an employee from presenting an opinion from their treating physician to the Village regarding their ability to perform such a restricted duty assignment, provided that the Village retains the right to send the employee to the Village's physician, as described herein.

If an employee returns or is required to return to work in a restricted duty assignment and the employee is unable to assume full duties and responsibilities within three months thereafter, the Village retains the right to place the employee on sick leave, on paid or unpaid disability leave, whichever may be applicable, or take other appropriate action.

Nothing herein shall be construed to require the Village to create restricted duty assignments for an employee. Employees will only be assigned to restricted duty assignments when the Village at its sole discretion determines that the need exists and only as long as such need exists.

Section 18.11. No Solicitation. Neither the Illinois Fraternal Order of Police, Labor Council, nor any Officer covered by this Agreement will solicit person or person on behalf of the Illinois Fraternal Order of Police, Labor Council for contributions on behalf of the Burr Ridge

Police Department or the Village of Burr Ridge. Nor shall any bargaining unit members covered by this Agreement on behalf of the Illinois Fraternal Order of Police, Labor Council use the Village name, shield or insignia, communications, system, supplies and materials for solicitation of any type or kind.

ARTICLE XIX

SAVINGS CLAUSE

Section 19.1. Savings Clause. In the event any Article, Section or portion of this Agreement shall be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the board, court or agency decision; and, upon issuance of such a decision, the Village and the Union agree to notify one another and to begin immediately negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XX

ENTIRE AGREEMENT

Section 20.1. Entire Agreement. This Agreement constitutes the complete and entire Agreement between the parties and concludes the collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Village as provided in the management rights clause (Article II). The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Accordingly, the Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. The Union also specifically waives any right it may have to impact or effects bargaining for the life of this Agreement.

ARTICLE XXI

TERMINATION

Section 21.1. Termination in 2014. This Agreement shall be effective at the time of its execution, and shall remain in full force and effect until midnight April 30, 2014. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no later than ten (10) days prior to the desired termination date, which shall not be before the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this ____ day of _____, 2011, after ratification by the Union's membership and receipt of official approval by the President and the Village Board.

ILLINOIS FRATERNAL ORDER OF
POLICE LABOR COUNCIL

THE VILLAGE OF BURR RIDGE,
ILLINOIS

President, Village of Burr Ridge

Attest: _____
Deputy Village Clerk

APPENDIX A

ALTERNATIVE IMPASSE RESOLUTION PROCEDURE

The resolution of any bargaining impasse for a successor agreement shall be in accordance with the provisions of the Illinois Public Labor Relations Act and the rules and regulations of the Illinois State Labor Relations Board except as modified by the following:

1. The parties agree that the arbitration proceedings shall be heard by a single, neutral arbitrator. Each party waives the right to a three (3) member panel of arbitrators as provided in the Act.
2. In the absence of agreement on a neutral arbitrator, the parties agree to use the arbitrator selection procedure specified in Section 6.3 of the Collective Bargaining Agreement.
3. Within seven (7) calendar days of the service of a demand that the arbitrator selection process commence, the representatives of the parties shall meet and develop a written list of those issues that remain in dispute. The representatives shall prepare a Stipulation of Issues in Dispute for each party to then execute and for submission at the beginning of the arbitration hearing. The parties agree that only those issues listed in the Stipulation shall be submitted to the arbitrator for decision and award.
4. Not less than seven (7) calendar days prior to the date when the first day the arbitration hearings are scheduled to commence, the representatives of the parties shall simultaneously exchange in person their respective written final offers as to each issue in dispute as shown on the Stipulation of Issues in Dispute. The foregoing shall not preclude the parties from mutually agreeing to modify their final offers or to resolve any or all the issues identified as being in dispute through further collective bargaining.

APPENDIX B

VILLAGE OF BURR RIDGE PATROL OFFICERS

Fiscal Year		FY 10-11	FY 11-12	FY 12-13	FY 13-14
Steps #		8	8	8	8
Steps \$ (1-8)		\$3,031	\$3,092	\$3,169	\$3,256
Range Adjust	Current	0.00%	2.00%	2.50%	2.75%
Start	\$53,894	\$53,894	\$54,972	\$56,346	\$57,896
1	\$56,926	\$56,925	\$58,064	\$59,515	\$61,152
2	\$59,958	\$59,957	\$61,156	\$62,685	\$64,409
3	\$62,989	\$62,988	\$64,248	\$65,854	\$67,665
4	\$66,020	\$66,020	\$67,340	\$69,023	\$70,922
5	\$69,052	\$69,051	\$70,432	\$72,193	\$74,178
6	\$72,084	\$72,082	\$73,524	\$75,362	\$77,434
7	\$75,115	\$75,114	\$76,616	\$78,531	\$80,691
8	\$78,145	\$78,145	\$79,708	\$81,701	\$83,947

SIDE LETTER OF AGREEMENT

This is a Side Letter of Agreement concerning Article XX (Entire Agreement) of the 2010-2014 collective bargaining agreement between the Village of Burr Ridge, Illinois (“Village”) and the Illinois FOP Labor Council (“Union”). So long as this 2010-2014 collective bargaining agreement between the Village and the Union remains in effect, in the event the Village of Burr Ridge consolidates the Village police department with the Village of Willowbrook police department, nothing in this Agreement shall be construed as a waiver of any right the Union may have to bargain with the Village over the impact or effects of such decision upon the wages, hours or terms and conditions of employment of bargaining unit employees. The Union waives any right to bargain with the Village over any decision to consolidate. This Side Letter shall not otherwise be construed as a waiver of the Union’s right, if any, to challenge the legality of any such consolidation in state court.

ILLINOIS FOP LABOR COUNCIL

VILLAGE OF BURR RIDGE

By _____
Kevin S. Krug

By _____
Village President

Attest: _____
Deputy Village Clerk

SIDE LETTER

This is a Side Letter to the 2010-2014 collective bargaining agreement between the Village of Burr Ridge, Illinois ("Village") and the Illinois FOP Labor Council ("Union"). The Village and the Union hereby agree that each employee who is in the bargaining unit as of the effective date of ratification by the membership and the Village Board shall receive a one time, lump sum bonus in the gross amount of \$750.00, less applicable deductions.

VILLAGE OF BURR RIDGE

8K

ACCOUNTS PAYABLE APPROVAL REPORT

BOARD DATE : 06/13/11
 PAYMENT DATE: 06/14/11
 FISCAL 11-12

FUND	FUND NAME	PAYABLE	TOTAL AMOUNT
10	General Fund	87,119.51	87,119.51
21	E-911 Fund	1,027.62	1,027.62
23	Hotel/Motel Tax Fund	26,180.61	26,180.61
32	Sidewalks/Pathway Fund	7,068.75	7,068.75
41	Debt Service Fund	42,857.50	42,857.50
51	Water Fund	122,104.96	122,104.96
52	Sewer Fund	807.40	807.40
61	Information Technology Fund	3,367.99	3,367.99
TOTAL ALL FUNDS		<u>\$290,534.34</u>	<u>\$290,534.34</u>

PAYROLL

FOR PAY PERIOD ENDING MAY 28, 2011

	TOTAL PAYROLL
Legislation	176.69
Administration	14,810.30
Community Development	9,176.63
Finance	8,437.59
Police	100,309.01
Public Works	21,400.20
Water	20,115.79
Sewer	6,795.75
IT Fund	102.27
TOTAL	<u>\$181,324.23</u>
GRAND TOTAL	<u>\$471,858.57</u>

Fund 10 General Fund
Dept 0000 Assets, Liabilities, Fund Bal

VILLAGE OF BURR RIDGE
Board Approval List
Board Meeting of 06/13/11
FY'11-12

6/10/2011
Page 2 of 28

Vendor	Description	Amount	Account Description	Account Number	Invoice Number	Batch
Dutch Valley Landscaping, Inc.	Wood chip removal/7lds-Apr'11	1,050.00	Accrued Accounts Payable	10-0000-20-2010	15710	61311A
		1,050.00	Vendor Total			
I.R.M.A.	IRMA deductible-Apr'11	4,476.72	Accrued Accounts Payable	10-0000-20-2010	SALES0010609	61311A
		4,476.72	Vendor Total			
Red Wing Shoe Store	Safety shoes/Gatlin-Apr'11	63.06	Accrued Accounts Payable	10-0000-20-2010	45-4341	61311B
	Safety shoes/Stelle-Apr'11	59.62	Accrued Accounts Payable	10-0000-20-2010	45-4341-A	61311B
		122.68	Vendor Total			
Vince's Flowers & Landscaping	VH mowing-Apr'11	560.00	Accrued Accounts Payable	10-0000-20-2010	430112/Apr11	61311B
		560.00	Vendor Total			
	Total Assets, Liabilities, Fund Bal	6,209.40				

Fund 10 General Fund
 Dept 1010 Boards & Commissions

VILLAGE OF BURR RIDGE
 Board Approval List
 Board Meeting of 06/13/11
 FY'11-12

6/10/2011
 Page 3 of 28

Vendor	Description	Amount	Account Description	Account Number	Invoice Number	Batch
A-Creations, Inc.						
	Car show t-shirts/115-May'11	546.25	Public/Employee Relations	10-1010-80-8010	14356	61311A
		546.25	Vendor Total			
American Society of Composers						
	2011 annual ASCAP lic. renewal	310.33	Public/Employee Relations	10-1010-80-8010	AMERIC08	61311A
		310.33	Vendor Total			
AT&T						
	Telephone-May'11	12.40	Telephone	10-1010-50-5030	630R05025205/May11	61311A
	Telephone-May'11	12.37	Telephone	10-1010-50-5030	630R05033305/May11	61311A
		24.77	Vendor Total			
AT&T Long Distance						
	Phone/long distance-May'11	2.74	Telephone	10-1010-50-5030	858093021/May11	61311A
		2.74	Vendor Total			
Pamela Rose Bucheit						
	Concert entertainment-Jun'11	1,000.00	Public/Employee Relations	10-1010-80-8010	Jun2011	61311A
		1,000.00	Vendor Total			
Cook County Recorder of Deeds						
	Rel wtr lien/6501 CLR-Apr11	40.25	Village Clerk	10-1010-80-8020	27904302011	61311A
	Rel wd lien/7875 Wolf-Apr11	40.25	Village Clerk	10-1010-80-8020	27904302011	61311A
	Rel wtr lien/117 C'Way-Apr11	40.25	Village Clerk	10-1010-80-8020	27904302011	61311A
		120.75	Vendor Total			
Desk & Door Nameplate Co., Inc						
	Trustee inserts/pins-2/May'11	108.10	Operating Supplies	10-1010-60-6010	41696	61311A
		108.10	Vendor Total			
DuPage County Recorder						
	Rcd water lien/6826 Fieldstone	8.00	Village Clerk	10-1010-80-8020	201105160179	61311A
	Rcd water lien/7240 Hamilton	8.00	Village Clerk	10-1010-80-8020	201105160179	61311A

Fund 10 General Fund
 Dept 1010 Boards & Commissions

VILLAGE OF BURR RIDGE
 Board Approval List
 Board Meeting of 06/13/11
 FY'11-12

6/10/2011
 Page 4 of 28

Vendor	Description	Amount	Account Description	Account Number	Invoice Number	Batch
		16.00	Vendor Total			
DuPage Mayors & Managers Conf.						
	DuPg myrs/mgr mtg/Grasso-Apr11	35.00	Training & Travel Expense	10-1010-40-4042	6641	61311A
	Springfield drvdwn/Grasso-Apr11	95.00	Training & Travel Expense	10-1010-40-4042	6641	61311A
	FY12 DuPg myrs/mgrs conf dues	6,446.88	Due & Subscriptions	10-1010-40-4040	6688	61311A
	FY12 DuPg myrs/mgrs debt svc	1,182.10	Due & Subscriptions	10-1010-40-4040	6688	61311A
		7,758.98	Vendor Total			
John Fridono						
	Concert entertainment-07/15/11	800.00	Public/Employee Relations	10-1010-80-8010	June2011	61311A
		800.00	Vendor Total			
GateHouse Media Suburban						
	Sub Life newspaper/1yr-May11	38.00	Due & Subscriptions	10-1010-40-4040	02404-002116/May11	61311A
		38.00	Vendor Total			
Illinois State Police						
	Liq license prints/Gato-May'11	39.25	Village Clerk	10-1010-80-8020	052011	61311B
	Liq license prints/Houk-May'11	39.25	Village Clerk	10-1010-80-8020	053111	61311B
	Liq lic. prints/Garofalo-May11	39.25	Village Clerk	10-1010-80-8020	060111	61311B
		117.75	Vendor Total			
dba Lisa Rene Band						
	Concert entertainment-Jul11	900.00	Public/Employee Relations	10-1010-80-8010	Jun11	61311B
		900.00	Vendor Total			
Steven O. Stroud						
	Video tape board mtg-05/09/11	575.00	Cable TV	10-1010-80-8030	2011-05	61311B
	Video tape board mtg-05/23/11	575.00	Cable TV	10-1010-80-8030	2011-05	61311B
		1,150.00	Vendor Total			
Sun-Times Media						
	Annexation hearing notc-Apr'11	195.20	Village Clerk	10-1010-80-8020	100157211	61311B

Fund 10 General Fund
Dept 1010 Boards & Commissions

VILLAGE OF BURR RIDGE
Board Approval List
Board Meeting of 06/13/11
FY'11-12

6/10/2011
Page 5 of 28

Vendor	Description	Amount	Account Description	Account Number	Invoice Number	Batch
	Promotional exam notc-Apr11	39.20	Fire & Police Comm	10-1010-80-8025	100157211	61311B
		<u>234.40</u>	Vendor Total			
Verizon Wireless						
	Ver. cell ph bill/Grasso-May11	85.52	Telephone	10-1010-50-5030	2576923852	61311B
		<u>85.52</u>	Vendor Total			
Total Boards & Commissions		<u><u>13,213.59</u></u>				

Fund 10 General Fund
Dept 2010 Administration

VILLAGE OF BURR RIDGE
Board Approval List
Board Meeting of 06/13/11
FY'11-12

6/10/2011
Page 6 of 28

Vendor	Description	Amount	Account Description	Account Number	Invoice Number	Batch
AT&T						
	Telephone-May'11	80.59	Telephone	10-2010-50-5030	630R05025205/May11	61311A
	Telephone-May'11	80.40	Telephone	10-2010-50-5030	630R05033305/May11	61311A
		<u>160.99</u>	Vendor Total			
AT&T Long Distance						
	Phone/long distance-May'11	17.80	Telephone	10-2010-50-5030	858093021/May11	61311A
		<u>17.80</u>	Vendor Total			
Delta Dental - Risk						
	Dental insurance-Jun'11	344.80	Health/Life Insurance	10-2010-40-4030	366788/Jun11	61311A
		<u>344.80</u>	Vendor Total			
DuPage Mayors & Managers Conf.						
	DuPg myrs/mgr mtg/Stricker-Apr	35.00	Training & Travel Expense	10-2010-40-4042	6641	61311A
		<u>35.00</u>	Vendor Total			
ILCMA						
	FY12 ILCMA dues-Stricker	244.00	Dues & Subscriptions	10-2010-40-4040	May11	61311B
	FY12 IAMMA/ILCMA dues-Scheiner	164.14	Dues & Subscriptions	10-2010-40-4040	May2011	61311B
		<u>408.14</u>	Vendor Total			
Verizon Wireless						
	Ver. cell ph bill/2-May11	165.94	Telephone	10-2010-50-5030	2576923852	61311B
		<u>165.94</u>	Vendor Total			
Total Administration		<u><u>1,132.67</u></u>				

Fund 10 General Fund
 Dept 3010 Community Development

VILLAGE OF BURR RIDGE
 Board Approval List
 Board Meeting of 06/13/11
 FY'11-12

6/10/2011
 Page 7 of 28

Vendor	Description	Amount	Account Description	Account Number	Invoice Number	Batch
AT&T						
	Telephone-May'11	123.99	Telephone	10-3010-50-5030	630R05025205/May11	61311A
	Telephone-May'11	123.69	Telephone	10-3010-50-5030	630R05033305/May11	61311A
		<u>247.68</u>	Vendor Total			
AT&T Long Distance						
	Phone/long distance-May'11	27.39	Telephone	10-3010-50-5030	858093021/May11	61311A
		<u>27.39</u>	Vendor Total			
B & F Technical Code Services						
	B&F plan rws/UTC Fire-May11	642.00	Building/Zoning Enforceme	10-3010-50-5075	33165	61311A
		<u>642.00</u>	Vendor Total			
Delta Dental - Risk						
	Dental insurance-Jun'11	210.46	Health/Life Insurance	10-3010-40-4030	366788/Jun11	61311A
		<u>210.46</u>	Vendor Total			
Notaries Assn of Illinois, Inc						
	2011 notary membrshp-Tejkowski	8.00	Dues & Subscriptions	10-3010-40-4040	80863/Jun11	61311B
		<u>8.00</u>	Vendor Total			
Suburban Life Publications						
	Hearing notice-05/20/11	983.73	Publishing	10-3010-50-5035	16883/528163	61311B
		<u>983.73</u>	Vendor Total			
Thompson Elevator Insp Service						
	Elev. insp. per#11-046/May11	100.00	Other Professional Servic	10-3010-50-5020	11-1405	61311B
	Elev. insp. per#11-045/May11	100.00	Other Professional Servic	10-3010-50-5020	11-1405	61311B
	Elev. inspection/1-May'11	100.00	Other Professional Servic	10-3010-50-5020	11-1441	61311B
		<u>300.00</u>	Vendor Total			
Verizon Wireless						
	Ver. cell ph bill/2-May11	156.16	Telephone	10-3010-50-5030	2576923852	61311B
		<u>156.16</u>	Vendor Total			

Fund 10 General Fund
Dept 3010 Community Development

VILLAGE OF BURR RIDGE
Board Approval List
Board Meeting of 06/13/11
FY'11-12

6/10/2011
Page 8 of 28

Vendor	Description	Amount	Account Description	Account Number	Invoice Number	Batch
Total Community Development		<u>2,575.42</u>				

Fund 10 General Fund
Dept 4010 Finance

VILLAGE OF BURR RIDGE
Board Approval List
Board Meeting of 06/13/11
FY'11-12

6/10/2011
Page 9 of 28

Vendor	Description	Amount	Account Description	Account Number	Invoice Number	Batch
AT&T						
	Telephone-May'11	61.99	Telephone	10-4010-50-5030	630R05025205/May11	61311A
	Telephone-May'11	61.85	Telephone	10-4010-50-5030	630R05033305/May11	61311A
		<u>123.84</u>	Vendor Total			
AT&T Long Distance						
	Phone/long distance-May'11	13.69	Telephone	10-4010-50-5030	858093021/May11	61311A
		<u>13.69</u>	Vendor Total			
Delta Dental - Risk						
	Dental insurance-Jun'11	133.26	Health/Life Insurance	10-4010-40-4030	366788/Jun11	61311A
		<u>133.26</u>	Vendor Total			
Verizon Wireless						
	Ver. cell ph bill-May'11	76.98	Telephone	10-4010-50-5030	2576923852	61311B
		<u>76.98</u>	Vendor Total			
Total Finance		<u><u>347.77</u></u>				

Fund 10 General Fund
Dept 4020 Central Services

VILLAGE OF BURR RIDGE
Board Approval List
Board Meeting of 06/13/11
FY'11-12

6/10/2011
Page 10 of 28

Vendor	Description	Amount	Account Description	Account Number	Invoice Number	Batch
Discovery Benefits						
	FSA monthly fee-May'11	83.00	Insurance	10-4020-50-5081	250180	61311A
		<u>83.00</u>	Vendor Total			
Warehouse Direct Office Prod.						
	8.5x11 paper-12ct/PD-May11	363.00	Operating Supplies	10-4020-60-6010	1151409-0	61311B
		<u>363.00</u>	Vendor Total			
Total Central Services		<u><u>446.00</u></u>				

Fund 10 General Fund
 Dept 5010 Police

VILLAGE OF BURR RIDGE
 Board Approval List
 Board Meeting of 06/13/11
 FY'11-12

6/10/2011
 Page 11 of 28

Vendor	Description	Amount	Account Description	Account Number	Invoice Number	Batch
AT&T						
	Outside emerg. phone-May'11	35.17	Telephone	10-5010-50-5030	630920013005/May11	61311A
	Telephone-May'11	340.97	Telephone	10-5010-50-5030	630R05025205/May11	61311A
	Telephone-May'11	340.16	Telephone	10-5010-50-5030	630R05033305/May11	61311A
		<u>716.30</u>	Vendor Total			
AT&T Long Distance						
	Phone/long distance-May'11	75.31	Telephone	10-5010-50-5030	858093021/May11	61311A
		<u>75.31</u>	Vendor Total			
Delta Dental - Risk						
	Dental insurance-Jun'11	2,332.25	Health/Life Insurance	10-5010-40-4030	366788/Jun11	61311A
		<u>2,332.25</u>	Vendor Total			
F.I.A.T.						
	FY'11-12 FIAT dues	3,500.00	Other Professional Servic	10-5010-50-5020	050111	61311A
	Forensic trg/Husarik-Jul'11	833.34	Training & Travel Expense	10-5010-40-4042	2011-001	61311A
		<u>4,333.34</u>	Vendor Total			
First Advantage Occupational						
	Random drug screen/5-Apr11	127.29	Other Contractual Service	10-5010-50-5095	1046527	61311A
		<u>127.29</u>	Vendor Total			
Illinois Police Accreditation						
	FY'11-12 I-PAC dues	50.00	Dues & Subscriptions	10-5010-40-4040	May2011	61311A
		<u>50.00</u>	Vendor Total			
Kale Uniforms						
	Uniforms/Gutierrez-May'11	107.39	Uniform Allowance	10-5010-40-4032	55.3648	61311A
		<u>107.39</u>	Vendor Total			
MPH Industries, Inc.						
	In-car video camera/dvd recdr	597.69	Maintenance-Equipment	10-5010-50-5050	642505	61311B
		<u>597.69</u>	Vendor Total			

Fund 10 General Fund
Dept 5010 Police

VILLAGE OF BURR RIDGE
Board Approval List
Board Meeting of 06/13/11
FY'11-12

6/10/2011
Page 12 of 28

Vendor	Description	Amount	Account Description	Account Number	Invoice Number	Batch
Notaries Assn of Illinois, Inc	2011 notary membership-Vulpo	8.00	Dues & Subscriptions	10-5010-40-4040	56492/May11	61311B
		8.00	Vendor Total			
Ray O'Herron Co.	Disposable blanket/20-May11	139.00	Operating Supplies	10-5010-60-6010	0038107-IN	61311B
	Grn taser cartridge/30-May11	718.50	Operating Supplies	10-5010-60-6010	0038108-IN	61311B
	Yel. taser cartridge/30-May11	568.50	Operating Supplies	10-5010-60-6010	0038108-IN	61311B
		1,426.00	Vendor Total			
Ray O'Herron Co., Inc.	Ammunition-May'11	259.00	Operating Supplies	10-5010-60-6010	113026-IN	61311B
		259.00	Vendor Total			
Southwest Central Dispatch	SWCD contract fee-Jun'11	23,616.14	Dispatching	10-5010-50-5045	101201126/Jun11	61311B
		23,616.14	Vendor Total			
United Radio Communications	Rpr cut-off switch/#0806-May11	96.00	Maintenance-Equipment	10-5010-50-5050	21336100	61311B
		96.00	Vendor Total			
Verizon Wireless	Ver. cell ph bill/7-May'11	437.83	Telephone	10-5010-50-5030	2576923852	61311B
		437.83	Vendor Total			
West	2011 Il Crim. law/procedure	85.00	Training & Travel Expense	10-5010-40-4042	822787815	61311B
	2011 IVC code pamphlet-1	69.06	Training & Travel Expense	10-5010-40-4042	822787815	61311B
		154.06	Vendor Total			
Willowbrook Ford	Veh. maintenance #1011/May11	664.40	Maintenance-Vehicles	10-5010-50-5051	6090232/2	61311B
	Veh. maintenance #0806/May11	1,508.53	Maintenance-Vehicles	10-5010-50-5051	6090403/3	61311B

Fund 10 General Fund
Dept 5010 Police

VILLAGE OF BURR RIDGE
Board Approval List
Board Meeting of 06/13/11
FY'11-12

6/10/2011
Page 13 of 28

Vendor	Description	Amount	Account Description	Account Number	Invoice Number	Batch
	Mount/bal 4 tires-#0515/May11	84.00	Maintenance-Vehicles	10-5010-50-5051	6090486/1	61311B
		<u>2,256.93</u>	Vendor Total			
Total Police		<u><u>36,593.53</u></u>				

Fund 10 General Fund
Dept 6010 Public Works

VILLAGE OF BURR RIDGE
Board Approval List
Board Meeting of 06/13/11
FY'11-12

6/10/2011
Page 14 of 28

Vendor	Description	Amount	Account Description	Account Number	Invoice Number	Batch
American Public Works Assn						
	FY12 APWA dues-3	387.00	Dues & Subscriptions	10-6010-40-4040	159076/May11	61311A
		<u>387.00</u>	Vendor Total			
AT&T						
	Telephone/RA barn-May'11	36.64	Telephone	10-6010-50-5030	630323465805/May11	61311A
	PW telephone-May'11	140.67	Telephone	10-6010-50-5030	630655368505/May11	61311A
	Telephone-May'11	103.32	Telephone	10-6010-50-5030	630R05025205/May11	61311A
	Telephone-May'11	103.08	Telephone	10-6010-50-5030	630R05033305/May11	61311A
		<u>383.71</u>	Vendor Total			
AT&T Long Distance						
	Phone/long distance-May'11	22.82	Telephone	10-6010-50-5030	858093021/May11	61311A
		<u>22.82</u>	Vendor Total			
Breens Cleaners						
	Uniform rental-05/17/11	70.82	Uniform Allowance	10-6010-40-4032	305253	61311A
	Shop towels-05/17/11	6.30	Rentals	10-6010-50-5085	305253	61311A
		<u>77.12</u>	Vendor Total			
B & R Repair & Co.						
	Rpl brakes/unit #38-May'11	1,023.07	Maintenance-Vehicles	10-6010-50-5051	WI029525	61311A
		<u>1,023.07</u>	Vendor Total			
Clarke Environmental Mosquito						
	Mosquito abatement-Jun'11	9,016.07	Other Contractual Service	10-6010-50-5095	6334435	61311A
		<u>9,016.07</u>	Vendor Total			
COMED						
	Electric/Mad RR crossing-May11	29.00	Maintenance-Signals	10-6010-50-5055	3699071070/may11	61311A
		<u>29.00</u>	Vendor Total			
Concrete Clinic						
	Speccopatch/25bags-May11	389.75	Supplies-Streets	10-6010-60-6042	197459	61311A

Fund 10 General Fund
Dept 6010 Public Works

VILLAGE OF BURR RIDGE
Board Approval List
Board Meeting of 06/13/11
FY'11-12

6/10/2011
Page 15 of 28

Vendor	Description	Amount	Account Description	Account Number	Invoice Number	Batch
		389.75	Vendor Total			
Delta Dental - Risk						
	Dental insurance-Jun'11	636.98	Health/Life Insurance	10-6010-40-4030	366788/Jun11	61311A
		636.98	Vendor Total			
Dutch Valley Landscaping, Inc.						
	Wood chip removal/3lds-May'11	450.00	Garbage Hauling	10-6010-50-5066	15717	61311A
		450.00	Vendor Total			
First Advantage Occupational						
	Random drug screen/3-Apr'11	60.50	Other Contractual Service	10-6010-50-5095	1046526	61311A
	Pre-empl physical/3-Apr'11	90.03	Employee Recruitment Expe	10-6010-40-4041	1046527	61311A
		150.53	Vendor Total			
Grainger						
	Roadside trash bags-8pks/May11	218.16	Supplies-Streets	10-6010-60-6042	9530157552	61311A
	Roadside trash bags-2pks/May11	162.64	Supplies-Streets	10-6010-60-6042	9530157560	61311A
	Reclosable fasteners-May'11	54.45	Supplies-Streets	10-6010-60-6042	9530157560	61311A
	LU400 lamps/12-May'11	266.04	Supplies-Streets	10-6010-60-6042	9534301339	61311A
	400W ballast kit/3-May'11	940.95	Supplies-Streets	10-6010-60-6042	9536146831	61311A
		1,642.24	Vendor Total			
Industrial Electric Supply Inc						
	Misc. electrical supls-May'11	104.86	Operating Supplies	10-6010-60-6010	197174	61311A
		104.86	Vendor Total			
RG Smith Equipment Company						
	Sweeper parts-May'11	119.21	Supplies-Vehicles	10-6010-60-6041	114286	61311B
		119.21	Vendor Total			
Runco Office Supply						
	Electric punch-May'11	149.50	Office Supplies	10-6010-60-6000	485316-0	61311B
		149.50	Vendor Total			

Fund 10 General Fund
Dept 6010 Public Works

VILLAGE OF BURR RIDGE
Board Approval List
Board Meeting of 06/13/11
FY'11-12

6/10/2011
Page 16 of 28

Vendor	Description	Amount	Account Description	Account Number	Invoice Number	Batch
Verizon Wireless						
	Ver. cell ph bill/PW-May'11	308.98	Telephone	10-6010-50-5030	2576923852	61311B
		<u>308.98</u>	Vendor Total			
Westown Auto Supply Co. Inc.						
	Misc. supls-May'11	136.89	Operating Supplies	10-6010-60-6010	37003	61311B
		<u>136.89</u>	Vendor Total			
Work Area Protection Corp.						
	28" rplmnt traff. cones-May11	996.30	Equipment	10-6010-70-7000	132101	61311B
		<u>996.30</u>	Vendor Total			
Total Public Works		<u><u>16,024.03</u></u>				

Fund 10 General Fund
Dept 6020 Buildings & Grounds

VILLAGE OF BURR RIDGE
Board Approval List
Board Meeting of 06/13/11
FY'11-12

6/10/2011
Page 17 of 28

Vendor	Description	Amount	Account Description	Account Number	Invoice Number	Batch
Alarm Detection Systems, Inc.	Rpl horn strobes-May'11	360.26	Maintenance-Buildings	10-6020-50-5052	SI-351259	61311A
		<u>360.26</u>	Vendor Total			
American First Aid Services	1st aid kit supls/PW-May'11	44.30	Operating Supplies	10-6020-60-6010	118358	61311A
		<u>44.30</u>	Vendor Total			
Breens Cleaners	PD mat rental-05/17/11	6.00	Janitorial Services	10-6020-50-5058	305246	61311A
		<u>6.00</u>	Vendor Total			
COMED	Electric/median lighting-May11	53.34	Utilities	10-6020-50-5080	1319028022/May11	61311A
	Electr/Lakewood aerator-May11	14.86	Utilities	10-6020-50-5080	9258507004/May11	61311A
		<u>68.20</u>	Vendor Total			
Marine Biochemists of Illinois	Windsor aquatic mgt-Jun11	3,510.00	Maintenance-Grounds	10-6020-50-5057	51521349	61311A
	Lakewood aquatic mgt-Jun11	5,794.00	Maintenance-Grounds	10-6020-50-5057	51521349	61311A
		<u>9,304.00</u>	Vendor Total			
Menards - Hodgkins	Butyl rubber caulk-Apr'11	17.34	Operating Supplies	10-6020-60-6010	47858	61311A
		<u>17.34</u>	Vendor Total			
The T.L.C. Group, Ltd	Landscape maint/PD-May'11	467.00	Maintenance-Grounds	10-6020-50-5057	26757	61311B
	Lndscp maint/Vet. Mem-May'11	310.00	Maintenance-Grounds	10-6020-50-5057	26757	61311B
		<u>777.00</u>	Vendor Total			
Total Buildings & Grounds		<u>10,577.10</u>				

Fund 21 E-911 Fund
Dept 7010 Special Revenue E-911

VILLAGE OF BURR RIDGE
Board Approval List
Board Meeting of 06/13/11
FY'11-12

6/10/2011
Page 18 of 28

Vendor	Description	Amount	Account Description	Account Number	Invoice Number	Batch
AT&T	E-911 line charge/May'11	1,027.62	Other Contractual Service	21-7010-50-5095	630Z99786805/May11	61311A
		<u>1,027.62</u>	Vendor Total			
	Total Special Revenue E-911	<u><u>1,027.62</u></u>				

Fund 23 Hotel/Motel Tax Fund
Dept 7030 Special Revenue Hotel/Motel

VILLAGE OF BURR RIDGE
Board Approval List
Board Meeting of 06/13/11
FY'11-12

6/10/2011
Page 19 of 28

Vendor	Description	Amount	Account Description	Account Number	Invoice Number	Batch
Boost Creating Marketing LLC						
	H/M marketing plan-May'11	8,877.77	Hotel/Motel Marketing	23-7030-80-8055	1001	61311A
	H/M outdoor board media-May'11	15,494.00	Hotel/Motel Marketing	23-7030-80-8055	1002	61311A
		<u>24,371.77</u>	Vendor Total			
Burr Ridge Park District						
	FY12 Harvest Fest contrib.	1,000.00	Programs/Tourism Promotio	23-7030-80-8050	May2011	61311A
		<u>1,000.00</u>	Vendor Total			
Rag's Electric						
	Rpr gateway lights-May'11	808.84	Maintenance-Gateway Lands	23-7030-50-5069	7488	61311B
		<u>808.84</u>	Vendor Total			
Total Special Revenue Hotel/Motel		<u><u>26,180.61</u></u>				

Fund 32 Sidewalks/Pathway Fund
Dept 0000 Assets, Liabilities, Fund Bal.

VILLAGE OF BURR RIDGE
Board Approval List
Board Meeting of 06/13/11
FY'11-12

6/10/2011
Page 20 of 28

Vendor	Description	Amount	Account Description	Account Number	Invoice Number	Batch
Burns & McDonnell						
	Ph1 CLR ROW impr/eng-Apr'11	6,288.75	Accrued Accounts Payable	32-0000-20-2010	60851-1	61311A
		6,288.75	Vendor Total			
Vince's Flowers & Landscaping						
	CLR ROW Maint-Apr'11	780.00	Accrued Accounts Payable	32-0000-20-2010	430111/Apr11	61311B
		780.00	Vendor Total			
	Total Assets, Liabilities, Fund Bal.	7,068.75				

Fund 41 Debt Service Fund
Dept 4030 Debt Service

VILLAGE OF BURR RIDGE
Board Approval List
Board Meeting of 06/13/11
FY'11-12

6/10/2011
Page 21 of 28

Vendor	Description	Amount	Account Description	Account Number	Invoice Number	Batch
US Bank	2003 GOB interest-Jun'11	42,857.50	Interest-G.O. Series 2003	41-4030-80-8074	6533-1/Jun11	61311B
		42,857.50	Vendor Total			
	Total Debt Service	42,857.50				

Fund 51 Water Fund
Dept 0000 Assets, Liabilities, Fund Bal.

VILLAGE OF BURR RIDGE
Board Approval List
Board Meeting of 06/13/11
FY'11-12

6/10/2011
Page 22 of 28

Vendor	Description	Amount	Account Description	Account Number	Invoice Number	Batch
Red Wing Shoe Store						
	Safety shoes/Gatlin-Apr'11	35.70	Accrued Accounts Payable	51-0000-20-2010	45-4341	61311B
	Safety shoes/Stelle-Apr'11	33.75	Accrued Accounts Payable	51-0000-20-2010	45-4341-A	61311B
		<u>69.45</u>	Vendor Total			
	Total Assets, Liabilities, Fund Bal.	<u><u>69.45</u></u>				

Fund 51 Water Fund
Dept 6030 Water Operations

VILLAGE OF BURR RIDGE
Board Approval List
Board Meeting of 06/13/11
FY'11-12

6/10/2011
Page 23 of 28

Vendor	Description	Amount	Account Description	Account Number	Invoice Number	Batch
American Water Works Assn						
	FY12 AWWA dues-Lukas	75.00	Due & Subscriptions	51-6030-40-4040	7000346709/Aug11	61311A
		75.00	Vendor Total			
AT&T						
	Phone-well/pumping line-May11	72.16	Telephone	51-6030-50-5030	630325420905/May11	61311A
	Telephone-May'11	92.99	Telephone	51-6030-50-5030	630R05025205/May11	61311A
	Telephone-May'11	92.77	Telephone	51-6030-50-5030	630R05033305/May11	61311A
	Phone/well monitor line-May'11	115.78	Telephone	51-6030-50-5030	708Z40020905/May11	61311A
		373.70	Vendor Total			
AT&T Long Distance						
	Phone/long distance-May'11	20.54	Telephone	51-6030-50-5030	858093021/May11	61311A
		20.54	Vendor Total			
Village of Bedford Park						
	Bedford wtr/37830000gal-Apr'11	115,646.31	Water Purchases	51-6030-60-6070	0020060000/May11	61311A
		115,646.31	Vendor Total			
Breens Cleaners						
	Uniform rental-05/17/11	56.96	Uniform Allowance	51-6030-40-4032	305253	61311A
		56.96	Vendor Total			
Central Sod Farms, Inc.						
	Sod-1400sq. ft/May'11	217.00	Operating Supplies	51-6030-60-6010	INV41978	61311A
		217.00	Vendor Total			
COMED						
	Electric/well #4-May'11	364.10	Utilities	51-6030-50-5080	0029127044/May11	61311A
	Electric/2M tank-May'11	132.44	Utilities	51-6030-50-5080	9256332009/May11	61311A
		496.54	Vendor Total			
Conserv FS						
	Bio stakes/2bxs-May'11	139.92	Operating Supplies	51-6030-60-6010	1446601-IN	61311A

Fund 51 Water Fund
 Dept 6030 Water Operations

VILLAGE OF BURR RIDGE
 Board Approval List
 Board Meeting of 06/13/11
 FY'11-12

6/10/2011
 Page 24 of 28

Vendor	Description	Amount	Account Description	Account Number	Invoice Number	Batch
	Grass seed/50lbs-May11	60.50	Operating Supplies	51-6030-60-6010	1446601-IN	61311A
	Futerra environet/15-May11	502.20	Operating Supplies	51-6030-60-6010	1446601-IN	61311A
		702.62	Vendor Total			
Delta Dental - Risk						
	Dental insurance-Jun'11	474.17	Health/Life Insurance	51-6030-40-4030	366788/Jun11	61311A
		474.17	Vendor Total			
DuPage County Public Works						
	UB meter reads/3938-May'11	1,969.00	Professional Services	51-6030-50-5020	954	61311A
		1,969.00	Vendor Total			
Ill. Dept of Natural Resources						
	FY12 land rental lease #5421	245.00	Rentals	51-6030-50-5085	5421-864	61311B
		245.00	Vendor Total			
NICOR Gas						
	Nicor heating-May'11	124.87	Utilities	51-6030-50-5080	4791570000/May11	61311B
		124.87	Vendor Total			
PDC Laboratories, Inc.						
	Water testing-May'11	150.00	Professional Services	51-6030-50-5020	684349S	61311B
		150.00	Vendor Total			
Tameling Industries						
	Top soil/6yds-May'11	150.00	Operating Supplies	51-6030-60-6010	71586-IN	61311B
		150.00	Vendor Total			
Verizon Wireless						
	Ver. cell ph bill/PW-May'11	337.50	Telephone	51-6030-50-5030	2576923852	61311B
		337.50	Vendor Total			
Work Area Protection Corp.						
	28" rplmnt traff. cones-May11	996.30	Equipment	51-6030-70-7000	132101	61311B

Fund 51 Water Fund
Dept 6030 Water Operations

VILLAGE OF BURR RIDGE
Board Approval List
Board Meeting of 06/13/11
FY'11-12

6/10/2011
Page 25 of 28

Vendor	Description	Amount	Account Description	Account Number	Invoice Number	Batch
		996.30	Vendor Total			
	Total Water Operations	122,035.51				

Fund 52 Sewer Fund
Dept 0000 Assets, Liabilities, Fund Bal.

VILLAGE OF BURR RIDGE
Board Approval List
Board Meeting of 06/13/11
FY'11-12

6/10/2011
Page 26 of 28

Vendor	Description	Amount	Account Description	Account Number	Invoice Number	Batch
Red Wing Shoe Store						
	Safety shoes/Gatlin-Apr'11	20.23	Accrued Accounts Payable	52-0000-20-2010	45-4341	61311B
	Safety shoes/Stelle-Apr'11	19.12	Accrued Accounts Payable	52-0000-20-2010	45-4341-A	61311B
		<u>39.35</u>	Vendor Total			
	Total Assets, Liabilities, Fund Bal.	<u><u>39.35</u></u>				

Fund 52 Sewer Fund
 Dept 6040 Sewer Operations

VILLAGE OF BURR RIDGE
 Board Approval List
 Board Meeting of 06/13/11
 FY'11-12

6/10/2011
 Page 27 of 28

Vendor	Description	Amount	Account Description	Account Number	Invoice Number	Batch
AT&T						
	Phone/H'Flds lift stn-May'11	56.54	Telephone	52-6040-50-5030	630321967905/May11	61311A
	Telephone-May'11	10.34	Telephone	52-6040-50-5030	630R05025205/May11	61311A
	Telephone-May'11	10.30	Telephone	52-6040-50-5030	630R05033305/May11	61311A
		<u>77.18</u>	Vendor Total			
AT&T Long Distance						
	Phone/long distance-May'11	2.28	Telephone	52-6040-50-5030	858093021/May11	61311A
		<u>2.28</u>	Vendor Total			
Breens Cleaners						
	Uniform rental-05/17/11	26.17	Uniform Allowance	52-6040-40-4032	305253	61311A
		<u>26.17</u>	Vendor Total			
COMED						
	Electric/H'Flds L.S-May'11	40.36	Utilities	52-6040-50-5080	0099002061/May11	61311A
	Electric/C'Moor L.S-May'11	311.93	Utilities	52-6040-50-5080	0356595009/May11	61311A
	Electric/A'Head LS-May'11	154.45	Utilities	52-6040-50-5080	7076690006/May11	61311A
		<u>506.74</u>	Vendor Total			
Delta Dental - Risk						
	Dental insurance-Jun'11	155.68	Health/Life Insurance	52-6040-40-4030	366788/Jun11	61311A
		<u>155.68</u>	Vendor Total			
Total Sewer Operations		<u><u>768.05</u></u>				

Fund 61 Information Technology Fund
Dept 4040 Information Technology

VILLAGE OF BURR RIDGE
Board Approval List
Board Meeting of 06/13/11
FY'11-12

6/10/2011
Page 28 of 28

Vendor	Description	Amount	Account Description	Account Number	Invoice Number	Batch
Runco Office Supply						
	HP530A blk cartrdge/1-PD/May11	99.99	Operating Supplies	61-4040-60-6010	485759-0	61311B
		<u>99.99</u>	Vendor Total			
TKB Associates, Inc.						
	FY12 ann. laserfiche support	2,983.00	Data Processing Service	61-4040-50-5061	9042	61311B
		<u>2,983.00</u>	Vendor Total			
Vons Electric, Inc.						
	Siren elect for wireless-May11	285.00	Maintenance-Equipment	61-4040-50-5050	4707	61311B
		<u>285.00</u>	Vendor Total			
	Total Information Technology	<u><u>3,367.99</u></u>				